City of Saint John
Common Council Meeting
Monday, August 27, 2007

Committee of the Whole

1. Call to Order

5:00 p.m. 8th Floor City Hall

1.0 Summary of Travel Expenses
1.1 Personnel Matter **10.2(4)(j)**
1.2 Personal Matter **10.2(4)(b)**
1.3 Negotiations **10.2(4)(c)**

Regular Meeting

1. Call to Order – Prayer

6:00 p.m. Council Chamber

2. Approval of Minutes

2.1 Approval of August 13, 2007 Minutes

3. Adoption of Agenda
4. Disclosures of Conflict of Interest
5. Consent Agenda

5.1 Temporary Tenancy Agreement (Recommendation in Report)
5.2 Thank You Letter UNBSJ (Recommendation: Receive for Information)
5.3 Recognition of Citizens (Recommendation: Receive for Information)
5.4 Side Walk on Main Street (Recommendation: Refer to City Manager)
5.5 Concerns Regarding Skateboarding in the Uptown (Recommendation: Receive for Information)
5.6 Travel Expenses Mayor and Council (Recommendation: Receive for Information)
5.7 Heritage Building Designations (Recommendation: Refer to City Manager)
5.8 Contract 2007-3 Station St - Watermain Structural Lining (Recommendation in Report)
5.9 Stop-Up and Closure of Portion of Retail Dr formerly Marlborough Ave (Recommendation in Report)
5.10 Rezoning Fundy View Gardens Subdivision 1967 Manawagonish Rd (Recommendation in Report)
5.11 Contract 2007-10 Lancaster Lagoon, Cell #1 Biosolids Removal and Dewatering (Recommendation in Report)
5.12 Tender - Fire Station #7 Manchester Ave Parking Lot Upgrade (Recommendation in Report)
5.13 Shinerama Campaign UNBSJ Student Council (Recommendation: Receive for Information)

5.14 Proposal Call for Civic #1371 and #1375 Sandy Point Rd (Recommendation in Report)
5.15 Howes Lake Landfill Closure Phase IV Additional Work (Recommendation in Report)
5.16 DOT Highway Usage Permit (HUP) for Harbour Passage Reversing Falls Lookout (Recommendation in Report)
5.17 Stop-Up and Closure of Portions of Tudor Lane and Woodhaven Dr (Recommendation in Report)
5.18 MC North End Community Centre (Recommendation: Receive for Information)

6. Members Comments

7. Proclamation

7.1 Proclamation "United Way Day" September 6, 2007

8. Delegations / Presentations

6:15 p.m.

8.1 Canada Games Stadium Re-Development Plan

7:30 p.m.

8.2 Youth Council

9. Public Hearings

7:00 p.m.

9.1(a) Proposed Zoning By-law Amendment 237 Loch Lomond Road
9.1(b) Planning Advisory Committee Recommending Rezoning and Variance 237 Loch Lomond Road
9.2(a) Proposed Zoning By-law Amendment 436 Summit Drive
9.2(b) Letter form Logans Regarding Water Issues
9.2(c) Planning Advisory Committee Recommending Proposed Rezoning 436 Summit Drive
9.3(a) Proposed Zoning By-law Amendment 2797 Loch Lomond Road
9.3(b) Planning Advisory Committee Recommending Rezoning 2797 Loch Lomond Road

10. Consideration of By-laws

10.1 Noise By-Law Amendment

11. Submissions by Council Members

11.1 Governance Update (Councillor Farren)
11.2 Majority Rules (Deputy Mayor Hooton)
11.3 Coalition of Municipalities Against Racism and Discrimination (Councillor White)
11.4 Transportation "Comex" (Councillor Titus)
11.5 Proposed Affordable Housing Tours (Councillor McGuire)
11.6 Traffic Issues Spar Cove Road (Councillor Stephen Chase)

12. Business Matters – Municipal Officers

12.0 Regional Partnership for Professional Artists and the Community
12.1 2006 Annual Report of the City of Saint John Pension Plan
12.2 Public Education - Ward Plebiscite
12.3 Land Acquisition Thorne Avenue
12.4 Berryman Investments Ltd. Subdivision Proposed Cost Sharing - 210 Cottage Rd

12.5 Residential Infrastructure Assistance #40, 41 & 42 Summit Dr, Eagle Blvd and Cottage Rd
12.6 Sale of City Owned Land Ashburn Lake Rd
12.7 Lease of Stalls 6 & 7 City Market and By-law Amendment

13. Committee Reports

13.1 Planning Advisory Committee Recommending Fundy View Gardens Subdivision 1967 Manawagonish Rd
13.2 Proposed Governance System Vision 2015

14. Consideration of Issues Separated from Consent Agenda

15. General Correspondence

15.1 Brunswick Pipeline Request to Present to Council

16. Adjournment

COMMON COUNCIL MEETING – THE CITY OF SAINT JOHN
CITY HALL – AUGUST 13, 2007 - 6:40 P.M.

present
Norman McFarlane, Mayor

Deputy Mayor Hooton and Councillors Chang, Chase, Court, Farren, Ferguson, McGuire, Tait, and White

- and -

P. Woods, Common Clerk and Deputy City Manager; B. Cullinan, Solicitor; G. Yeomans, Commissioner of Finance and Treasurer; A. Beckett, Deputy City Manager of Programs and Priorities; E. Giffin, Senior Project Manager, Municipal Operations and Engineering; J. Baird, Commissioner of Planning and Development; W. Edwards, Commissioner of Buildings and Inspection Services; A. Bodechon, Chief of Police; M. Gillan, Deputy Fire Chief, and S. Cunningham, Administrative Clerk.

SÉANCE DU CONSEIL COMMUNAL DE THE CITY OF SAINT JOHN
TENUE À L'HÔTEL DE VILLE, LE 13 AOÛT 2007 À 18 H 40

Sont présents :
Norman McFarlane, maire

la mairesse suppléante Hooton et les conseillers Chang, Chase, Court, Farren, Ferguson, McGuire, Tait et White

et

P. Woods, greffier communal et directeur général adjoint; B. Cullinan, avocat municipal; Greg Yeomans, commissaire aux finances et trésorier; A. Beckett, directeur général adjoint, programmes et priorités; E. Giffin, gestionnaire de projet principal - opérations municipales et ingénierie; J. Baird, commissaire à l'urbanisme et au développement; W. Edwards, commissaire aux services d'inspection et des bâtiments; A. Bodechon, chef de police; M. Gillan, chef adjoint du service d'incendie, et S. Cunningham, commis à l'administration.

1. Call To Order – Prayer

Mayor McFarlane called the meeting to order and Father Theodore of the Greek Orthodox Church offered the opening prayer.

1. Ouverture de la séance, suivie de la prière

La séance est ouverte par le maire McFarlane et le père Theodore de l'église grecque orthodoxe récite la prière d'ouverture.

2. Approval of Minutes

On motion of Deputy Mayor Hooton
Seconded by Councillor White
RESOLVED that the minutes of the meeting of Common Council, held on July 30, 2007, be approved.

Question being taken, the motion was carried.

2. Approbation du procès-verbal

Proposition de la mairesse suppléante Hooton
Appuyée par le conseiller White
RÉSOLU que le procès-verbal de la réunion du conseil communal tenue le 30 juillet 2007 soit approuvé.

À l'issue du vote, la proposition est adoptée.

3. Approval of Agenda

On motion of Deputy Mayor Hooton
Seconded by Councillor White
RESOLVED that the agenda of this meeting be approved with the addition of item 12.2(a) Noise By-law Amendment, and the following revised items - 5.5 Public Hearing Date - 461 Ellerdale Street (change in date) and 10.2 Third Reading Zoning By-law Amendment - Red Head Area (corrected PID Number).

Question being taken, the motion was carried.

3. Adoption de l'ordre du jour

Proposition de la mairesse suppléante Hooton
Appuyée par le conseiller White
RÉSOLU que l'ordre du jour de la présente séance soit adopté moyennant l'ajout du point 12.2a) Modification de l'arrêté concernant la prévention de bruit excessif dans The City of Saint John, et les points révisés suivants : 5.5 Date d'audience publique visant le 461, rue Ellerdale (changement de date) et 10.2 Troisième lecture de la modification de l'arrêté de zonage relative à la région de Red Head (correction du NID).

À l'issue du vote, la proposition est adoptée.

4. Disclosures of Conflict of Interest

Councillor Chang declared a conflict of interest on items 10.2 Third Reading Zoning By-law Amendment Red Head Area and item 11.4 Feasibility of Installing LED Traffic Lights.

4. Divulgations de conflits d'intérêts

Le conseiller Chang déclare qu'il est en situation de conflit d'intérêts relativement au point 10.2 Troisième lecture de la modification de l'arrêté de zonage relative à la région de Red Head et au point 11.4 Possibilité d'installer des feux de signalisation DEL.

5. Consent Agenda

5.1 That the letter from BCAPI and Vibrant Communities requesting to present to Council be referred to the Common Clerk to schedule a presentation.

5.2. That as recommended by the City Manager, the submitted report detailing the summary of findings from the survey on the information booklet entitled “A View on Saint John, How Your Tax Dollars Build Value in our Community, be received for information.

5.3 That as recommended by the City Manager, Common Council consent to an Assignment of Lease from A Little Faith Inc. to 629517 NB Inc., reserving never the less, the Lessor’s rights with respect to any future assignment, effective July 30, 2007; and further that the Mayor and Common Clerk be authorized to execute the consent.

5.4 That as recommended by the City Manager, the proposal of CBCL Limited for engineering services (design and construction management) for the Flow Monitoring – Water Distribution System Project be accepted and the Mayor and Common Clerk be authorized to execute the appropriate documentation in that regard.

5.5 That as recommended by the City Manager, the Common Clerk schedule the public hearing for the re-zoning application of Hughes Surveys & Consultants Inc. for Woodhollow Park Development Ltd. at 461 Ellerdale Street for September 10, 2007 at 7:00 p.m. in the Council Chamber.

5.6 That as recommended by the City Manager, Common Council authorize advertisement and set a public hearing date at 7:00 p.m. on September 10, 2007 in the Council Chamber, for consideration of the proposed amendments to the Saint John Preservation Areas By-Law (proposed to be renamed the Heritage Development By-Law).

5.8 That as recommended by the City Manager, Common Council rescind its resolution of January 29, 1974 and further resolve to sell that parcel of land shown as lot

"B" on Plan file #57 drawer #5, being a 9,175 sq. ft. +/- parcel to Mrs. Patel on or before August 24, 2007 for $4,000. plus HST if applicable with the Mayor and Common Clerk authorized to execute any document required to effect the transfer.

5.9 That as recommended by the City Manager, the City of Saint John acquire PID 55055180 and a 13-acre portion +/- of PID 55055214 as generally shown on the submitted sketch from Lake Minote Holdings Ltd. for $32,500. on or before August 31, 2007; and further that the City of Saint John shall prepare and pay for any plan necessary to effect the transaction; and the Mayor and the Common Clerk be authorized to execute all documents required to finalize this transaction.

5.10 That as recommended by the City Manager, The City of Saint John transfer the fee simple interest in the Stopped Up and Closed portion of Egbert Street within the limits of Lot 98-3 and owned by Loblaw Properties Limited, as shown on the submitted plan on or before September 27, 2007 for $1.00 plus all expenses incurred to effect the transfer; and further that the Mayor and Common Clerk be authorized to sign the transfer or any other documents required to finalize this transaction.

5.11 RESOLVED that occasion having arisen in the public interest for the following Public Civic Works and needed Civic Improvements, that is to say:

The City of Saint John
Proposed issue of Debentures
To Be Dated On or After September 12, 2007

Purpose of Issue

GENERAL FUND			
Protective Services	$	1,250,000.	
Transportation Services	$	2,250,000.	
Economic Development	$	1,000,000.	
Parks and Recreation	$	1,200,000.	
			5,700,000.
WATER & SEWERAGE UTILITY			
Water System	$	5,000,000.	
Sewer System	$	2,000,000.	7,000,000.
SAINT JOHN TRANSIT			500,000.
TOTAL			$ 13,200,000.

THEREFORE RESOLVED that debentures be issued under provisions of the Acts of Assembly 52, Victoria, Chapter 27, Section 29 and amendments thereto, to the amount of $ 13,200,000.

5.12 That as recommended by the City Manager, Common Council authorize staff to proceed with identifying a qualified contractor to place engineered backfills on the slope to fill the void left by the slope failure on the east side of Fallsview Drive (third option) at an estimated cost of $46,000. and report back to Council with a recommendation for award of the contract by September 10, 2007.

5.13 That as recommended by the City Manager, the tender for the establishment of a 12 month supply agreement for the provision of tires, tubes, miscellaneous materials and services, be awarded to the lowest acceptable bidder in each case as indicated on the submitted summary of bids.

On motion of Deputy Mayor Hooton
Seconded by Councillor White
RESOLVED that the recommendation set out for each consent agenda item respectively, with the exception of item 5.7 Proposed Development Crane Mountain Road, which has been identified for debate, be adopted.

Question being taken, the motion was carried.

5. Questions soumises à l'approbation du conseil

5.1 RÉSOLU que la lettre reçue des organismes BCAPI [collectivités commerciales luttant contre la pauvreté] et Vibrant Communities [communautés vivantes], voulant se présenter devant le conseil, soit transmise au greffier communal aux fins d'inscription de ladite présentation à l'ordre du jour.

5.2. RÉSOLU que, comme le recommande le directeur général, le rapport présenté récapitulant les conclusions tirées du sondage effectué dans le cadre de la brochure intitulée « A View on Saint John, How Your Tax Dollars Build Value in our Community » [La perspective de Saint John et comment les sommes que vous versez à titre d'impôt foncier sont une source de valeur pour notre collectivité], soit accepté à titre informatif.

5.3 RÉSOLU que, comme le recommande le directeur général, le conseil communal accorde son consentement à la cession du bail conclu au nom de A Little Faith Inc., à 629517 NB Inc., en conservant toutefois les droits du bailleur relatifs à toute cession future, à compter du 30 juillet 2007, et que le maire et le greffier communal soient autorisés à signer ledit consentement.

5.4 RÉSOLU que, comme le recommande le directeur général, la proposition de CBCL Limited soit acceptée visant les services d'ingénierie (gestion de la conception et de la construction) relativement au projet de surveillance du flot – système de distribution de l'eau, et que le maire et le greffier communal soient autorisés à signer la documentation exigée à cet égard.

5.5 RÉSOLU que, comme le recommande le directeur général, le conseil communal fixe la date d'audience publique relative à la demande de rezonage déposée par Hughes Surveys & Consultants Inc., au nom de Woodhollow Park Development Ltd., située au 461, rue Ellerdale, au 10 septembre 2007, à 19 h, dans la salle du conseil.

5.6 RÉSOLU que, comme le recommande le directeur général, le conseil communal autorise la publication d'avis et fixe la date d'une audience publique au 10 septembre 2007 à 19 h dans la salle du conseil, afin d'examiner le projet de modification de l'arrêté relatif aux secteurs sauvegardés de Saint John, dans le but de le renommer arrêté relatif à l'aménagement du patrimoine.

5.8 RÉSOLU que, comme le recommande le directeur général, le conseil communal annule la résolution adoptée le 29 janvier 1974 et résout de vendre la parcelle de terrain délimitée comme le lot « B » dans le plan du tiroir 5, dossier 57, d'une superficie approximative de 9 175 pieds carrés, à M^{me} Patel, au plus tard le 24 août 2007, pour la somme de 4 000 $, TVH en sus, le cas échéant, et que le maire et le greffier communal soient autorisés à signer toute documentation exigée afin de conclure la transaction.

5.9 Résolu que, comme le recommande le directeur général, The City of Saint John acquière les biens-fonds inscrits sous le NID 55055180, et une partie de la parcelle inscrite sous le NID 55055214, d'une superficie approximative de 13 acres, comme le montre de manière générale le croquis présenté par Lake Minote Holdings Ltd., pour la somme de 32 500 $, au plus tard le 31 août 2007, que The City of Saint John prépare le plan exigé afin de conclure ladite transaction et acquitte tous les frais afférents, et que le maire et le greffier communal soient autorisés à signer toute documentation exigée afin de conclure ladite transaction.

5.10 RÉSOLU que, comme le recommande le directeur général, The City of Saint John transfère, au plus tard le 27 septembre 2007, l'intérêt en fief simple de la partie fermée et barrée de la rue Egbert, sise à l'intérieur des limites du lot 98-3 appartenant à Loblaw Properties Limited, tel qu'elle est délimitée sur le plan présenté, pour la somme de 1 $, ainsi que toutes les dépenses effectuées afin de réaliser le transfert, et que le maire et le greffier communal soient autorisés à signer l'acte de transfert et toute autre documentation exigée afin de conclure ladite transaction.

5.11 **IL EST RÉSOLU** que, compte tenu de la nécessité, dans l'intérêt public, de procéder à l'exécution de travaux municipaux et d'apporter certaines améliorations municipales relativement aux éléments énumérés ci-dessous :

Date d'émission : le 12 septembre 2007 ou ultérieurement

Objet de l'émission :

FONDS D'ADMINISTRATION			
Services de protection	1 250 000 $		
Services de transport	2 250 000 $		
Développement économique	1 000 000 $		
Parcs et loisirs	1 200 000 $		
			5 700 000 $
RÉSEAU D'AQUEDUC ET D'ÉGOUTS			
Réseau d'aqueduc		5 000 000 $	
Réseau d'égouts		2 000 000 $	7 000 000 $
COMMISSION DES TRANSPORTS DE SAINT JOHN			
			500 000 $
TOTAL			13 200 000 $

EN CONSÉQUENCE, IL EST RÉSOLU que des débentures soient émises conformément aux dispositions des lois de la Chambre d'assemblée, 52 Victoria, chapitre 27, article 29, et modifications afférentes, au montant de 13 200 000 $.

5.12 RÉSOLU que, comme le recommande le directeur général, le conseil communal autorise les employés municipaux à procéder à la recherche d'un entrepreneur compétent pour effectuer les travaux de remblayage sur la pente de la promenade Fallsview afin de combler le vide créé par l'affaissement du sol sur le côté est (troisième option), au coût prévu de 46 000 $, qu'ils présentent une recommandation au conseil en vue d'octroyer le contrat avant le 10 septembre 2007.

5.13 RÉSOLU que, comme le recommande le directeur général, la soumission relative à l'établissement d'un contrat s'échelonnant sur une période de 12 mois visant la fourniture de pneus, de chambres à air et de divers matériel et services soit accordé au soumissionnaire convenable le moins disant dans chaque cas, comme l'indique le sommaire des soumissions présenté.

Proposition de la mairesse suppléante Hooton
Appuyée par le conseiller White
RÉSOLU que la recommandation formulée pour chacune des questions soumises à l'approbation du conseil, à l'exclusion du point 5.7, Aménagement proposé pour le chemin Crane Mountain, et qui a été sélectionnée aux fins de délibérations, soit adoptée.

À l'issue du vote, la proposition est adoptée.

6. Members Comments

Council members commented on various community events.

6. Commentaires présentés par les membres

Les membres du conseil s'expriment sur diverses activités communautaires.

7. Proclamation

The Mayor proclaimed the week of August 13-17, 2007 to be “Port City Rainbow Pride Festival Week” in the City of Saint John.

7. Proclamation

Le maire déclare que la semaine du 13 au 17 août 2007 est la Semaine de la fierté gaie dans la ville portuaire.

8. Delegations/Presentations

8.1 Al Williams – Saint John Ride Park
12.2 2086 Ocean Westway

It was agreed to bring forward the City Manager's report for 2086 Ocean Westway at this time for consideration during the presentation.

Harry Colwell, Solicitor, addressed Council on behalf of Al Williams regarding the motocross ride park. Mr. Colwell advised that the park is not a commercial operation or a legal entity with a registered name, but rather it is used by individuals on a voluntary basis, at their own risk and no fee is charged. During discussion he stated that he is not aware of any licensing requirement and expressed the opinion, based upon a review of the City's by-laws, that there are no violations of any existing by-laws and the use is not in any way violating Mr. Williams' private use of the property.

Referring to a submitted presentation and electronic photographs, Al Williams of 2086 Ocean Westway spoke concerning the Saint John Ride Park advising that it is not just a motor cross track but a ride park which accommodates BMX bikes, remote cars, ATV's, and motorbikes with the hours of operation being Tuesday and Thursday 6:00 - 8:00 p.m and Saturday from 1:00 to 5:00 p.m. Mr. Williams advised his home is the closest residence to the park and explained that the issue of noise could be dealt with by the installation of new generation sound curtains or water systems but only if the park becomes a commercial operation due to the costs involved with this type of installation. He noted that if the park were to become a commercial entity he could then charge a fee which would help with this expenditure and perhaps receive sponsorship for the sound curtains. Concluding his presentation he pointed out that he has not received any ticket or been notified that he is in violation of anything.

A lengthy discussion followed with Councillors acknowledging the concerns of residents in the area. Responding to questions, Mr. Williams advised that he is willing to work with the citizens that reside in the area to address their concerns. It was proposed by several Councillors that an amendment to the Noise By-law may be the only solution at this time.

12.2 Noise By-law Amendment

On motion of Councillor Farren
Seconded by Councillor Court
RESOLVED that the by-law entitled "By-law Number M-22 A By-law Respecting the Prevention of Excessive Noise in the City of Saint John" be amended with respect to "off road vehicle", be read a first time.

Councillor Chase expressed the view that the proposed amendment is not workable in its present state and suggested that further details be included with respect to the noise level from off road vehicles.

Question being taken, the motion was carried.

Read a first time by title, the by-law entitled "By-law Number M-22 A By-law Respecting the Prevention of Excessive Noise in the City of Saint John".

On motion of Councillor Farren
Seconded by Councillor Court
RESOLVED that the by-law entitled "By-law Number M-22 A By-law Respecting the Prevention of Excessive Noise in the City of Saint John" be amended with respect to "off road vehicle", be read a second time.

Question being taken, the motion was carried.

Read a second time by title, the by-law entitled "By-law Number M-22 A By-law Respecting the Prevention of Excessive Noise in the City of Saint John".

On motion of Councillor Chang
Seconded by Councillor Ferguson
RESOLVED that Council suggest that Al Williams and all residents in the area who have concerns with regard to the motocross park meet with City staff to discuss a compromise to the situation.

Question being taken, the motion was carried.

8. Délégations et présentations

8.1 Al Williams – Piste de Saint John
12.2 2086, voie Ouest Ocean

Il est convenu d'examiner dès maintenant, aux fins de la présentation, le rapport du directeur général relatif au 2086, voie Ouest Ocean.

Maître Harry Colwell se présente devant le conseil au nom de Al Williams au sujet de la piste de motocross. M^{e} Colwell affirme qu'il ne s'agit pas d'un parc exploité aux fins commerciales ni d'une entité juridique enregistrée sous une raison sociale; plutôt, les personnes utilisent volontairement cette piste à leurs propres risques et l'entrée est libre. Au cours des discussions, il indique n'être au courant d'aucune exigence en matière de permis et, après avoir étudié les arrêtés municipaux, il est d'avis qu'aucune violation n'existe à l'encontre des arrêtés municipaux en vigueur et qu'en la matière M. Williams exerce son droit de jouir de sa propriété privée.

Se reportant à une présentation soumise et à des photographies électroniques, Al Williams, résidant au 2086, voie Ouest Ocean, indique que le parc Saint John Ride Park offre non seulement une piste de motocross, mais qu'il s'adapte également au motocross de bicyclettes, aux voitures télécommandées, aux VTT et aux motocyclettes et que les heures d'ouverture sont de 18 h à 20 h les mardi et jeudi et de 13 h à 17 h le samedi. M. Williams affirme que la résidence la plus rapprochée du parc est la sienne; le bruit pourrait être réduit par l'installation de rideaux isolants acoustiques ou de systèmes aquatiques nouvelle génération, mais cela n'est valable que dans le cas où le parc serait exploité à des fins commerciales étant donné les coûts élevés liés à ce type d'installation. Il indique que s'il exploitait le parc en tant qu'entité commerciale il pourrait demander des frais d'entrée pour aider à payer ces dépenses et qu'il obtiendrait peut-être une subvention pour l'installation de rideaux acoustiques. Il conclut sa présentation en soulignant qu'il n'a reçu aucune contravention ni avis de violation quelconque.

Une longue discussion s'ensuit et les conseillers reconnaissent les inquiétudes des citoyens du quartier. M. Williams répond aux questions posées et donne à entendre qu'il est prêt à collaborer avec les citoyens du quartier afin de prendre en compte leurs préoccupations. Plusieurs conseillers constatent qu'une modification apportée à l'arrêté concernant le bruit serait peut-être la seule solution possible pour le moment.

12.2 Modification de l'arrêté concernant la prévention de bruit excessif dans The City of Saint John

Proposition du conseiller Farren
Appuyée par le conseiller Court
RÉSOLU que l'arrêté intitulé « arrêté n^{o} M-22 concernant la prévention de bruit excessif dans The City of Saint John », soit modifié afin d'y prévoir une disposition relative aux « véhicules hors route », fasse l'objet d'une première lecture.

Le conseiller Chase indique qu'à son sens la modification proposée n'est pas viable telle qu'elle est présentée et suggère que de plus amples détails soient inclus relativement au niveau de bruit créé par les véhicules hors route.

À l'issue du vote, la proposition est adoptée.

Première lecture par titre de l'arrêté intitulé « arrêté n^{o} M-22 concernant la prévention de bruit excessif dans The City of Saint John ».

Proposition du conseiller Farren
Appuyée par le conseiller Court
RÉSOLU que l'arrêté intitulé « arrêté n^{o} M-22 concernant la prévention de bruit excessif dans The City of Saint John », soit modifié afin d'y prévoir une disposition relative aux « véhicules hors route », fasse l'objet d'une deuxième lecture.

À l'issue du vote, la proposition est adoptée.

Deuxième lecture par titre de l'arrêté intitulé « arrêté n^{o} M-22 concernant la prévention de bruit excessif dans The City of Saint John ».

Proposition du conseiller Chang

Appuyée par le conseiller Ferguson

RÉSOLU que le conseil demande à Al Williams et à tous les citoyens du quartier préoccupés par la piste de motocross de se réunir avec les employés municipaux afin de trouver une solution de compromis en la matière.

À l'issue du vote, la proposition est adoptée.

8.2 Saint John Industrial Parks Ltd.

Claude MacKinnon, President of Saint John Industrial Parks Ltd. recognized staff and Board Members present in the Council Chambers. Referring to a submitted electronic presentation, Mr. MacKinnon updated Council on the Mayor's Task Force on industrial parks and reviewed the ten recommendations of the Task Force. He advised that the Board and its governmental partners are very supportive of the Task Force Report pointing out that many of the recommendations have already been implemented or have been undertaken in the course of the ongoing operations and the potential of additional resources would permit and facilitate the completion of the remaining recommendations.

Brian Irving, General Manager provided an overview of the Industrial Park website - www.SaintJohnIndustrial.ca.

Mr. MacKinnon concluded the presentation requesting that Council direct the City Manager to present the appropriate budget consideration to effect the task force recommendations and responded to questions.

On motion of Deputy Mayor Hooton
Seconded by Councillor Farren

RESOLVED that Common Council direct the City Manager to present the appropriate 2008 budget consideration to effect the Mayor's Task Force Recommendations for the Saint John Industrial Parks Ltd.; and that Saint John Industrial Parks create a strategic plan to implement the Task Force Recommendations.

Question being taken, the motion was carried.

8.2 Saint John Industrial Parks Ltd. [Parcs industriels de Saint John]

Claude MacKinnon, président de Saint John Industrial Parks Ltd., s'adresse aux employés et aux conseillers municipaux présents dans la salle du conseil. Se reportant à une présentation électronique soumise, M. MacKinnon met le conseil au courant des démarches entreprises par le groupe de travail du maire et examine les dix recommandations formulées par celui-ci. Il indique que le conseil et ses partenaires gouvernementaux appuient fortement le groupe de travail et souligne que plusieurs recommandations ont déjà été suivies ou mises en œuvre au cours de ses opérations habituelles et que des ressources supplémentaires permettraient plus facilement de réaliser les recommandations restantes.

Brian Irving, directeur général, présente un aperçu du site Web des parcs industriels dont l'adresse est le www.SaintJohnIndustrial.ca.

M. MacKinnon conclut sa présentation avec une demande adressée au conseil voulant que celui-ci charge le directeur général de présenter les données budgétaires adéquates afin de mettre en œuvre les recommandations formulées et il répond aux questions posées.

Proposition de la mairesse suppléante Hooton
Appuyée par le conseiller Farren

RÉSOLU que le conseil communal charge le directeur général de présenter les données budgétaires adéquates pour l'année 2008 dans le but de mettre en œuvre les recommandations formulées par le groupe de travail du maire aux fins du parc industriel de Saint John et que les représentants de celui-ci rédigent un plan stratégique afin de réaliser les recommandations du groupe de travail.

À l'issue du vote, la proposition est adoptée.

9. Public Hearings 7:00 P.M.

9.1(a) Proposed Section 39 Amendment – 9 Simpson Drive

The Common Clerk advised that the necessary advertising was completed with regard to the proposed amendment to the Section 39 Conditions imposed on the September 8, 1992 re-zoning of the property located at 9 Simpson Drive, also identified as PID Number 00299297 to permit a revised proposal.

9.1(b) Planning Advisory Committee re 9 Simpson Drive

Consideration was also given to a report from the Planning Advisory Committee submitting a copy of Planning Staff's report considered at its August 7, 2007 meeting at which the Committee decided to recommend that Council not amend the Section 39 conditions described above.

The Mayor called for members of the public to speak against the proposed Section 39 Amendment with no one presenting.

The Mayor called for members of the public to speak in favor of the proposed Section 39 Amendment with no one presenting.

On motion of Deputy Mayor Hooton
Seconded by Councillor White
RESOLVED that Common Council not amend the Section 39 conditions imposed on the September 8, 1992 re-zoning of the property situated at 9 Simpson Drive, also identified as being a portion of PID 00299297.

Question being taken, the motion was carried.

9. Audiences publiques à 19 h

9.1a) Projet de modification des conditions imposées par l'article 39 visant le 9, promenade Simpson

Le greffier communal indique que les avis requis ont été publiés relativement à la modification proposée aux conditions imposées par l'article 39, le 8 septembre 1992, relativement au rezonage de la propriété située au 9, promenade Simpson, inscrite sous le NID 00299297, afin de permettre la présentation d'une offre révisée.

9.1b) Comité consultatif d'urbanisme concernant le 9, promenade Simpson

Examen d'un rapport présenté par le Comité consultatif d'urbanisme accompagné d'un exemplaire du rapport du personnel du service d'urbanisme, étudié lors de la séance du 7 août 2007 au cours de laquelle le comité a résolu de recommander que le conseil refuse de modifier les conditions susmentionnées imposées par l'article 39.

Le maire invite le public à se prononcer contre la modification proposée en vertu de l'article 39, mais personne ne prend la parole.

Le maire invite le public à se prononcer en faveur de la modification proposée, mais personne ne prend la parole.

Proposition de la mairesse suppléante Hooton
Appuyée par le conseiller White
RÉSOLU que le conseil communal refuse de modifier les conditions imposées par l'article 39 le 8 septembre 1992 en vue de rezoner la propriété située au 9, promenade Simpson inscrite sous le NID 00299297.

À l'issue du vote, la proposition est adoptée.

10. Consideration of By-laws

10.1(a) Third Reading Traffic By-law Amendment Millidge Avenue and Kennebecasis Drive

On motion of Councillor Farren
Seconded by Councillor White
RESOLVED that the by-law entitled “A By-law Respecting Traffic on Streets in the City of Saint John Made Under the Authority of the Motor Vehicle Act, 1973, and Amendments Thereto”, with regard to Millidge Avenue and Kennebecasis Drive, be read.

Question being taken, the motion was carried.

The by-law entitled, “A By-law Respecting Traffic on Streets in the City of Saint John Made Under the Authority of the Motor Vehicle Act, 1973, and Amendments Thereto”. was read in its entirety.

On motion of Councillor Farren
Seconded by Councillor White
RESOLVED that the by-law entitled “A By-law Respecting Traffic on Streets in the City of Saint John Made Under the Authority of the Motor Vehicle Act, 1973, and Amendments Thereto”, with regard to Millidge Avenue and Kennebecasis Drive, be read a third time, enacted and the Corporate Common Seal affixed thereto.

Question being taken, the motion was carried

Read a third time by title, the by-law entitled “A By-law Respecting Traffic on Streets in the City of Saint John Made Under the Authority of the Motor Vehicle Act, 1973, and Amendments Thereto”.

10. Étude des arrêtés municipaux

10.1a) Troisième lecture de la modification de l'arrêté relatif à la circulation visant l'avenue Millidge et la promenade Kennebecasis

Proposition du conseiller Farren
Appuyée par le conseiller White
RÉSOLU que l'arrêté intitulé « arrêté modifiant l'arrêté relatif à la circulation dans les rues de The City of Saint John, édicté en vertu de la *Loi sur les véhicules à moteur* (1973) et les modifications afférentes » relativement à l'avenue Millidge et à la promenade Kennebecasis, fasse l'objet d'une lecture.

À l'issue du vote, la proposition est adoptée.

L'arrêté intitulé « arrêté relatif à la circulation dans les rues de The City of Saint John, édicté en vertu de la *Loi sur les véhicules à moteur* (1973) et modifications afférentes » est lu intégralement.

Proposition du conseiller Farren
Appuyée par le conseiller White
RÉSOLU que l'arrêté intitulé « arrêté modifiant l'arrêté relatif à la circulation dans les rues de The City of Saint John, édicté en vertu de la *Loi sur les véhicules à moteur* (1973) et modifications afférentes » relativement à l'avenue Millidge et à la promenade Kennebecasis, fasse l'objet d'une troisième lecture, que ledit arrêté soit édicté et que le sceau communal y soit apposé.

À l'issue du vote, la proposition est adoptée.

Troisième lecture par titre de l'arrêté intitulé « arrêté relatif à la circulation dans les rues de The City of Saint John édicté en vertu de la *Loi sur les véhicules à moteur* (1973) et modifications afférentes ».

(Councillor Chang declared a conflict of interest and withdrew from the meeting.)

10.2(a) Third Reading Zoning By-law Amendment Red Head Area

On motion of Deputy Mayor Hooton
Seconded by Councillor Farren
RESOLVED that the by-law entitled, “By-law Number C.P. 110-49 A Law to Amend the Zoning By-law of the City of Saint John”, re-zoning a parcel of land having an area of approximately 66 hectares, located in the Red Head area, also identified as being a part of PID Number 339960 from “RS-2” One and Two Family Suburban Residential and “RF” Rural to “PQ” Pits and Quarries classification, be read.

Question being taken, the motion was carried.

The by-law entitled, “By-law Number C.P. 110-49 A Law to Amend the Zoning By-law of the City of Saint John” was read in its entirety.

10.2(b) Section 39 Conditions – Red Head Area

On motion of Deputy Mayor Hooton
Seconded by Councillor Farren
RESOLVED:

1. That, pursuant to the provisions of Section 39 of the Community Planning Act, the establishment and operation of a gravel pit on a parcel of land having an area of approximately 66 hectares, located in the Red Head Area, also identified as being a part of PID No. 339960, be subject to the following conditions:

a) The disturbed area of the site is restricted to a maximum of 4 hectares (10 acres) at all times and all other areas of the site, except for the access driveway, shall remain undisturbed (including retention of existing tree cover) or shall be fully rehabilitated (including revegetation of the excavated area).

b) In addition to the requirements contained in Section 680(10)(d) of the Zoning By-law, the elevation of any portion of the site after excavation shall be no less than the greater of the following:

i) 53 metres above sea level; or
ii) 10 metres (32.8 feet) below the existing elevation of that portion of the site

c) Trucks and equipment, not being utilized as part of the active excavation of the site, shall not be stored on the site.

2. That an agreement pursuant to Section 101 of the Community Planning Act be executed to ensure that a buffer of evergreen trees be established on PID No. 416644 adjacent to the property to the south where natural tree stands do not exist.

Question being taken, the motion was carried.

On motion of Deputy Mayor Hooton
Seconded by Councillor White
RESOLVED that the by-law entitled, “By-law Number C.P. 110-49 A Law to Amend the Zoning By-law of the City of Saint John”, re-zoning a parcel of land having an area of approximately 66 hectares, located in the Red Head area, also identified as being a part of PID Number 339960 from “RS-2” One and Two Family Suburban Residential and “RF” Rural to “PQ” Pits and Quarries classification, be read a third time, enacted and the Corporate Common Seal affixed thereto.

Question being taken, the motion was carried.

Read a third time by title, the by-law entitled, “By-law Number C.P. 110-49, A Law to Amend the Zoning By-law of the City of Saint John”.

(Councillor Chang re-entered the meeting.)

(Le conseiller Chang déclare qu'il est en situation de conflit d'intérêts et quitte la séance.)

10.2a) Troisième lecture du projet de modification de l'arrêté de zonage – Région de Red Head

Proposition de la mairesse suppléante Hooton
Appuyée par le conseiller Farren
RÉSOLU que l'arrêté intitulé « arrêté n^{o} C.P. 110-49 modifiant l'arrêté de zonage de The City of Saint John », visant à rezoner une parcelle de terrain d'une superficie approximative de 66 hectares, située dans la région de Red Head et inscrite sous le NID 339960, afin de faire passer la classification s'y rapportant de zone résidentielle de banlieue – habitations unifamiliales et bifamiliales « RS-2 » et de zone rurale « RF » à zone de gravières et de sablières « PQ », fasse l'objet d'une lecture.

À l'issue du vote, la proposition est adoptée.

L'arrêté intitulé « arrêté n^{o} C.P. 110-49 modifiant l'arrêté de zonage de The City of Saint John » est lu intégralement.

10.2b) Conditions imposées par l'article 39 visant la région de Red Head

Proposition de la mairesse suppléante Hooton
Appuyée par le conseiller Farren
RÉSOLU :

1. Qu'en vertu des dispositions de l'article 39 de la *Loi sur l'urbanisme*, l'aménagement et l'exploitation d'une gravière dans une parcelle de terrain d'une superficie approximative de 66 hectares, située dans la région de Red Head et faisant partie du terrain inscrit sous le NID 339960, soient assujettis aux conditions suivantes :

a) les aires perturbées de l'emplacement ne doivent pas excéder en tout temps une superficie maximale de 4 hectares (10 acres) et tout autre secteur de l'emplacement, à l'exclusion de la voie d'accès, doit demeurer intact (y compris le maintien du couvert forestier) ou doit être intégralement réhabilité (incluant la remise en végétation du secteur excavé);

b) en sus des exigences stipulées en vertu de l'alinéa 680(10)d) de l'arrêté de zonage, le niveau d'élévation de toute portion du site doit correspondre, à la suite de l'excavation, au moins à la plus élevée des valeurs suivantes :

i) 53 mètres au-dessus du niveau de la mer;
ii) 10 mètres (32,8 pieds) en dessous du niveau d'élévation existant de cette portion du site;

c) les camions et l'équipement non utilisés pour les travaux d'excavation en cours ne peuvent être entreposés sur le site;

2. Qu'une convention soit conclue en vertu de l'article 101 de la *Loi sur l'urbanisme* afin d'assurer l'aménagement d'un tampon d'arbres à feuillage persistant sur la parcelle portant le NID 416644 attenante à la propriété sise au sud où il ne se trouve aucun peuplement forestier.

À l'issue du vote, la proposition est adoptée.

Proposition de la mairesse suppléante Hooton
Appuyée par le conseiller White
RÉSOLU que l'arrêté intitulé « arrêté n^{o} C.P. 110-49 modifiant l'arrêté de zonage de The City of Saint John », visant à rezoner une parcelle de terrain d'une superficie approximative de 66 hectares, située dans la région de Red Head et inscrite sous le NID 339960, afin de faire passer la classification s'y rapportant de zone résidentielle de banlieue – habitations unifamiliales et bifamiliales « RS-2 » et de zone rurale « RF » à zone de gravières et de sablières « PQ », fasse l'objet d'une troisième lecture, que ledit arrêté soit édicté et que le sceau communal y soit apposé.

À l'issue du vote, la proposition est adoptée.

Troisième lecture par titre de l'arrêté intitulé « arrêté n^{o} C.P. 110-49 modifiant l'arrêté de zonage de The City of Saint John ».

(Le conseiller Chang est de nouveau présent à la réunion.)

10.3 Third Reading Municipal Plan Amendment Secondary Access to Red Head Area

On motion of Deputy Mayor Hooton
Seconded by Councillor White
RESOLVED that the by-law entitled, “By-law Number C.P. 105-11, A Law to Amend the Municipal Plan By-law” amending Schedule 4-A, the Street Plan and Part 4”, be read.

Question being taken, the motion was carried.

The by-law entitled, “By-law Number C.P. 105-11, A Law to Amend the Municipal Plan By-law” was read in its entirety.

On motion of Deputy Mayor Hooton
Seconded by Councillor Farren
RESOLVED that the by-law entitled, “By-law Number C.P. 105-11, A Law to Amend the Municipal Plan By-law” amending Schedule 4-A, the Street Plan and Part 4”, be read a third time, enacted and the Corporate Common Seal affixed thereto.

Question being taken, the motion was carried.

Read a third time by title, the by-law entitled, “By-law Number C.P. 105-11, A Law to Amend the Municipal Plan By-law”.

10.3 Troisième lecture de la modification du plan municipal visant la voie d'accès secondaire en direction de la région de Red Head

Proposition de la mairesse suppléante Hooton
Appuyée par le conseiller White
RÉSOLU que l'arrêté intitulé « arrêté n^{o} C.P. 105-11 modifiant l'arrêté portant sur l'adoption d'un plan municipal », modifiant l'annexe 4-A, le plan des rues et la partie 4, fasse l'objet d'une première lecture.

À l'issue du vote, la proposition est adoptée.

L’arrêté intitulé « arrêté n^{o} C.P. 105-11 modifiant l'arrêté portant sur l'adoption d'un plan municipal » est lu intégralement.

Proposition de la mairesse suppléante Hooton
Appuyée par le conseiller Farren
RÉSOLU que l'arrêté intitulé « arrêté n^{o} C.P. 105-11 modifiant l'arrêté portant sur l'adoption d'un plan municipal », modifiant l'annexe 4-A, le plan des rues et la partie 4, fasse l'objet d'une troisième lecture, que ledit arrêté soit édicté et que le sceau communal y soit apposé.

À l'issue du vote, la proposition est adoptée.

Troisième lecture par titre de l'arrêté intitulé « arrêté n^{o} C.P. 105-11, modifiant l'arrêté portant sur l'adoption d'un plan municipal ».

11. Submissions by Council Members

11.1 Grant Request for 51 Metcalf St. Old North End Home Ownership Program

On motion of Councillor McGuire
Seconded by Deputy Mayor Hooton
RESOLVED that a grant be provided in the amount of municipal fees to assist the Old North End Home Ownership Program for 51 Metcalf Street.

Question being taken, the motion was carried.

11. Intervention des membres du conseil

11.1 Demande de subvention du programme de possession de maisons dans le quartier Old North End visant le 51, rue Metcalf

Proposition du conseiller McGuire
Appuyée par la mairesse suppléante Hooton

RÉSOLU qu'une subvention soit accordée au montant égal aux droits municipaux afin de soutenir le programme de possession de maisons dans le quartier Old North End visant le 51, rue Metcalf.

À l'issue du vote, la proposition est adoptée.

11.2 Bus Service to Latimore Lake Community

On motion of Councillor Chang
Seconded by Deputy Mayor Hooton

RESOLVED that the request to create a second bus route to Latimore Lake as soon as possible, using the information outlined within the proposal of the submitted letter from Councillor Chang, be referred to the Saint John Transit Commission.

Councillor Tait stated a service standard review will be carried out shortly and expressed concern that it is not responsible to make a decision now without carrying out the proper analysis first. Raising concerns with respect to the additional cost involved, Councillor White stated that unless the City provides the required funding, this second route will not be possible.

Question being taken, the motion was carried with Councillors Tait and White voting “nay”.

11.2 Service d'autobus pour la communauté du lac Latimore

Proposition du conseiller Chang
Appuyée par la mairesse suppléante Hooton

RÉSOLU que la demande voulant ajouter un second parcours d'autobus en direction du lac Latimore dès que possible, selon l'information contenue dans la proposition soulignée dans la lettre présentée par le conseiller Chang, soit transmise à la Commission des transports de Saint John.

Le conseiller Tait affirme qu'une étude sera bientôt effectuée sur les normes du service et exprime ses préoccupations quant au bien fondé d'une telle décision sans avoir au préalable procédé à une évaluation adéquate. Le conseiller White fait remarquer que des coûts supplémentaires seraient engagés et que ce second parcours est impossible à moins que la Ville n'assure le financement.

À l’issue du vote, la proposition est adoptée. Les conseillers Tait et White votent contre la proposition.

11.3 Timing of Ward/Mixed System Implementation
12.1 Information from Elections NB

It was agreed to bring forward item 12.1, information from Election NB forward for consideration during discussion on the Ward/Mixed System Implementation.

On motion of Deputy Mayor Hooton
Seconded by Councillor McGuire

RESOLVED that the City put the question of system of election to a plebiscite in advance of the 2008 Municipal election in order to allow the outcome to be reflected in the 2008 Municipal election.

Referring to a briefing paper presented in 1997 Councillor Court stated there was no evidence that an election by ward in Saint John would improve representation, accountability or the nature of governance over the present practice of election at large. Deputy Mayor Hooton called a point of order expressing the view that Councillor Court was starting to debate the issue. Mayor McFarlane ruled that the discussion must relate to the proposed motion. Councillor Court commented further with respect to an article in the local newspaper, to which Deputy Mayor Hooton raised a point of privilege. Mayor McFarlane stressed that discussion must relate to the motion. Continuing, Councillor

Court spoke against the plebiscite stating that a ward system is a backward step for the City and that it should be held during the next election.

Speaking against the proposed motion, Councillor Tait expressed concern with the cost of holding a plebiscite election now, advising that he would prefer that it be held during the next municipal election.

Referring to the Councillor Court's comment, Councillor Chase raised a point of privilege advising that neither the Deputy Mayor or himself went to the local newspaper.

Discussion continued with Councillors speaking in support of the motion and Councillor Ferguson suggesting an amendment that the wording of the plebiscite be approved by Council. Councillor Farren stressed the importance of the public, along with Council members, being aware of the pros and cons of a ward system and questioned if there would be enough time for the public to gain a good understanding of this system.

On motion of Deputy Mayor Hooton
Seconded by Councillor McGuire
RESOLVED that the meeting be extended beyond 10:00 p.m. as provided for in Council's Procedural By-law.

Question being taken, the motion was carried.

Expressing the opinion that there would not be enough time to education the public on this matter Councillor Chang stated he could not support spending approximately $200,000. to hold the election prior to the municipal election. Mayor McFarlane pointed out he has never spoke against a ward system and expressed the view that it is up to the citizens of Saint John to decide if they want this system.

Question being taken, the motion was carried with Councillors Chang, Court, Farren and Tait voting "nay".

Mayor McFarlane commented briefly advising that this election will not be handled by the Province of N.B., but rather the City with the Common Clerk being the Returning Officer. Mr. Woods explained that the election would be run out of the Common Clerk's Office and the entire process must be completed by November 9, 2007. The three readings for the new ward by-law must be completed by this date as well.

11.3 Mise en œuvre d'un système électoral mixte/système de quartiers
12.1 Présentation d'information du Bureau du directeur général des élections (Élections Nouveau-Brunswick)

Il est convenu d'examiner le point 12.1 présentation d'information du Bureau du directeur général des élections au cours des discussions sur la mise en œuvre du système électoral mixte/système de quartiers.

Proposition de la mairesse suppléante Hooton
Appuyée par le conseiller McGuire
RÉSOLU que la Ville soumette la question du système électoral au plébiscite antérieurement aux élections municipales de 2008 afin de connaître les résultats avant la tenue de ces élections.

Se reportant à un document préparatoire présenté en 1997, le conseiller Court indique qu'il n'y a aucune preuve que les élections par quartier dans Saint John amélioreraient davantage la représentation, la responsabilisation ou la nature de la gouvernance que le système d'élections universelles en vigueur à l'heure actuelle. La mairesse suppléante Hooton fait un rappel au règlement et indique qu'à son sens le conseiller Court entame une discussion sur le sujet. Le maire McFarlane déclare que la discussion doit porter sur la motion proposée. Le conseiller Court mentionne un article publié dans le journal local et la mairesse suppléante Hooton soulève un point de privilège. Le maire McFarlane souligne que toute discussion doit porter sur la proposition. Le conseiller Court poursuit son discours contre le plébiscite et insiste que la Ville prend un pas à l'arrière en adhérant au système par quartiers et que le plébiscite devrait être tenu pendant les prochaines élections.

Se prononçant contre la proposition, le conseiller Tait exprime ses inquiétudes quant aux coûts qu'engendrerait un plébiscite à l'heure actuelle et indique qu'il serait préférable de le tenir pendant les prochaines élections municipales.

Se reportant au commentaire formulé par le conseiller Court, le conseiller Chase soulève un point de privilège et affirme que ni la mairesse suppléante ni lui-même n'ont communiqué avec les préposés du journal local.

La discussion se poursuit, les conseillers se prononcent en faveur de la proposition et le conseiller Ferguson suggère qu'une modification soit apportée au libellé du plébiscite et qu'elle soit approuvée par le conseil. Le conseiller Farren souligne qu'il importe que le public et les membres du conseil connaissent les pour et les contre du système de quartiers et demande s'il y a suffisamment de temps pour permettre au public de bien comprendre ce système.

Proposition de la mairesse suppléante Hooton
Appuyée par le conseiller McGuire
RÉSOLU que la séance soit prolongée au-delà de 22 h en vertu des dispositions de l'arrêté portant sur le règlement intérieur du conseil.

À l'issue du vote, la proposition est adoptée.

Le conseiller Chang exprime son opinion voulant qu'on ne dispose pas du temps nécessaire pour sensibiliser le public sur cette question et qu'il ne peut justifier des dépenses d'environ 200 000 $ pour tenir un plébiscite avant les élections municipales. Le maire McFarlane déclare ne s'être jamais prononcé contre un système de quartiers et qu'à son avis se sont les citoyens de Saint John qui doivent choisir d'adopter ce système ou de le rejeter.

À l’issue du vote, la proposition est acceptée. Les conseillers Chang, Court, Farren et Tait votent contre la proposition.

Le maire McFarlane discute brièvement des prochaines élections et affirme que la province du Nouveau-Brunswick n'assumera aucune responsabilité, cependant la Ville s'en chargera et le greffier communal agira en tant que directeur du scrutin. M. Woods explique que les élections auront lieu au Bureau du greffier communal et que l'ensemble du processus doit être terminé avant le 9 novembre 2007. Les trois lectures de l'arrêté relatif aux système d'élection par quartiers doivent également avoir eu lieu avant cette date.

(Councillor Chang declared a conflict of interest and withdrew from the meeting.)

11.4 Feasibility of Installing Solar Panels to Power LED Traffic Signals

On motion of Councillor Ferguson
Seconded by Deputy Mayor Hooton
RESOLVED that the City Manager in cooperation with Saint John Energy research and investigate the feasibility of purchasing and installing solar panels for LED traffic signals throughout Saint John.

Question being taken, the motion was carried.

(Councillor Chang re-entered the meeting.)

(Le conseiller Chang déclare qu'il est en situation de conflit d'intérêts et quitte la séance.)

11.4 Possibilité d'installer des panneaux solaires pour faire fonctionner les feux de signalisation DEL

Proposition du conseiller Ferguson
Appuyée par la mairesse suppléante Hooton
RÉSOLU que le directeur général, en collaboration avec Saint John Energy, étudie la possibilité d'acquérir et d'installer des panneaux solaires pour faire fonctionner les feux de signalisation partout dans Saint John.

À l'issue du vote, la proposition est adoptée.

(Le conseiller Chang est de nouveau présent à la réunion.)

11.5 Employment Matter

See Committee of the Whole August 13, 2007

11.5 Question relative à l'emploi

Voir Comité plénier 13 aout, 2007

11.6 Consolidation of Boards

On motion of Councillor Tait
Seconded by Councillor McGuire

RESOLVED that a Committee of the various stakeholders be struck, to be spearheaded by Paul Zed, MP, to consider the feasibility of merging the Port Authority and Airport Boards into a single entity.

On motion of Deputy Mayor Hooton
Seconded by Councillor Ferguson

RESOLVED that the letter from Councillor Tait proposing that a Committee of the various stakeholders be struck, spearheaded by Paul Zed, MP, to consider the feasibility of merging the Port Authority and Airport Boards into a single entity, be tabled.

Question being taken, the tabling motion was lost with the majority of Councillors voting “nay”.

Question being taken on the original motion, the motion was carried.

11.6 Fusion de conseils d'administration

Proposition du conseiller Tait
Appuyée par le conseiller McGuire

RÉSOLU qu'un comité soit créé et dirigé par Paul Zed, député, réunissant les diverses parties intéressées afin d'étudier la possibilité de fusionner l'administration portuaire et le conseil d'administration de l'aéroport.

Proposition de la mairesse suppléante Hooton
Appuyée par le conseiller Ferguson

RÉSOLU que la lettre présentée par le conseiller Tait proposant qu'un comité soit créé et dirigé par Paul Zed, député, réunissant les diverses parties intéressées afin d'étudier la possibilité de fusionner l'administration portuaire et le conseil d'administration de l'aéroport, soit reportée.

À l’issue du vote, la proposition visant à reporter la question est rejetée. La majorité des conseillers votent contre la proposition.

À l'issue du vote, la proposition initiale est adoptée.

11.7 Complaints Regarding Skateboards, Bikes and Panhandlers in Uptown Area

On motion of Councillor Court
Seconded by Councillor Farren

RESOLVED that legal staff review the City’s by-laws to see if they should be enhanced with regard to complaints concerning skateboards, bikes and panhandlers in the uptown area so that the by-laws can be enforced.

Councillor Chang expressed his disagreement with the proposed motion pointing out many young people today use their bike or skateboard as a means of transportation.

Question being taken, the motion was carried with Councillor Chang voting “nay”.

11.7 Plaintes relatives aux planches à roulettes, aux bicyclettes et à la mendicité dans le centre-ville

Proposition du conseiller Court
Appuyée par le conseiller Farren

RÉSOLU que les employés des services juridiques

étudient les arrêtés municipaux afin de déterminer si les dispositions relatives aux planches à roulettes, aux bicyclettes et à la mendicité dans le centre-ville doivent être renforcées afin de faciliter l'application des arrêtés.

Le conseiller Chang exprime son désaccord et constate qu'à l'heure actuelle un grand nombre de jeunes se déplacent à bicyclette ou en planche à roulettes.

À l'issue du vote, la proposition est adoptée. Le conseiller Chang vote contre la proposition.

12. Business Matters - Municipal Officers

12.3 Rockwood Park Golf Course – Agreement with Total Golf Management Inc.

On motion of Deputy Mayor Hooton
Seconded by Councillor White
RESOLVED that the submitted report be received and filed, and City staff ensure that the Rockwood Park Course is inspected twice a year by City turf specialists, with inspection reports being filed with the Commissioner of Leisure Services.

Question being taken, the motion was carried.

12. Affaires municipales évoquées par les fonctionnaires municipaux

12.3 Terrain de golf du parc Rockwood – contrat avec Total Golf Management Inc.

Proposition de la mairesse suppléante Hooton
Appuyée par le conseiller White
RÉSOLU que le rapport présenté soit accepté et déposé aux dossiers et que les employés municipaux s'assurent que le terrain de golf du parc Rockwood est inspecté semestriellement par les spécialistes de gazon et que des rapports d'inspection soient déposés auprès du commissaire aux services des loisirs.

À l'issue du vote, la proposition est adoptée.

12.4 Saint John Community Loan Fund

On motion of Deputy Mayor Hooton
Seconded by Councillor Farren
RESOLVED that as recommended by The City Manager, Common Council approve a $50,000. investment in the Saint John Community Loan Fund, and indicate an expected return of 3%.

Question being taken, the motion was carried.

12.4 Fonds d'emprunt communautaire de Saint John

Proposition de la mairesse suppléante Hooton
Appuyée par le conseiller Farren
RÉSOLU que, comme le recommande le directeur général, le conseil communal approuve un investissement de 50 000 $ dans le fonds d'emprunt communautaire de Saint John et prévoit un taux de rendement de 3 p. cent.

À l'issue du vote, la proposition est adoptée.

12.5 2007 Capital Budget

On motion of Deputy Mayor Hooton
Seconded by Councillor White
RESOLVED that as recommended by the City Manager, Common Council authorize:

1. Saint John Development Corporation to add to its contract for the painting of the steel pipe railings, that portion of the continuous rail system that is the responsibility of the City of Saint John and that the City authorize the payment of not more than $32,000. to the Saint John Development Corporation.

2. The investment of not more than $60,000. in the Lily Lake Pavilion, specifically for the purpose of finishing the basement, and putting it in rentable condition.

3. Saint John Development Corporation to finalize a contract to resurface that portion of Harbour Passage leading up to and including the lands under the Harbour Passage and that the City provide an additional $63,170. for this purpose.

Question being taken, the motion was carried.

12.5 Budget d'immobilisations de 2007

Proposition de la mairesse suppléante Hooton
Appuyée par le conseiller White
RÉSOLU que, comme le recommande le directeur général, le conseil communal autorise :

1. la Saint John Development Corporation d'ajouter à son contrat relatif aux travaux de peinture des rampes en acier, la portion du réseau de rampes relevant de la responsabilité de The City of Saint John et que la Ville autorise le versement de la somme maximale de 32 000 $ à Saint John Development Corporation;

2. l'investissement de la somme maximale de 60 000 $ dans le pavillon de Lily Lake, plus particulièrement destinés aux travaux de finition du sous-sol et pour rendre le pavillon en état favorable à la location;

3. Saint John Development Corporation à conclure un contrat relatif au resurfaçage du terrain situé en dessous du passage du port, y compris la portion du passage menant à ce terrain, et que la Ville contribue une somme supplémentaire de 63 170 $ à ces fins.

À l'issue du vote, la proposition est adoptée.

13. Committee Reports

13.1 Saint John Industrial Parks – White Rocks Road Pipe Materials Rebate

On motion of Councillor Court
Seconded by Councillor Farren
RESOLVED that Common Council agree to reimburse the Saint John Industrial Parks Ltd. up to a maximum of $100,000. plus HST as pipe material rebate for Phase I, White Rocks Road.

Question being taken, the motion was carried.

13. Rapports déposés par les comités

13.1 Saint John Industrial Parks [parcs industriels de Saint John] concernant la déduction sur le coût du matériel de tuyauterie visant le chemin White Rocks

Proposition du conseiller Court
Appuyée par le conseiller Farren
RÉSOLU que le conseil communal accepte de rembourser Saint John Industrial Parks Ltd., la somme maximale de 100 000 $, TVH en sus, en tant que déduction sur le coût de matériel de tuyauterie pour la Phase I du projet du chemin White Rocks.

À l'issue du vote, la proposition est adoptée.

13.2 Saint John Industrial Parks – Public Utility Easement Assent

On motion of Councillor Farren
Seconded by Councillor White

RESOLVED that Common Council assent to the Public Utility Easement as laid out in the submitted Subdivision Plan for Lot 07-1 in the McAllister Industrial Park.

Question being taken, the motion was carried.

13.2 Saint John Industrial Parks [parcs industriels de Saint John] concernant l'approbation de la servitude d'utilité publique

Proposition du conseiller Farren
Appuyée par le conseiller White

RÉSOLU que le conseil communal accorde son assentiment à la servitude d'utilité publique tel qu'elle est délimitée sur le plan de lotissement présenté relatif au lot 07-1 situé dans le parc industriel McAllister.

À l'issue du vote, la proposition est adoptée.

14. Consideration of Issues Separated from Consent Agenda

14.1 Proposed Development - Crane Mountain Road

On motion of Councillor Court
Seconded by Councillor Farren

RESOLVED that the letter concerning the proposed development on Crane Mountain Road, be referred back to the City Manager to send a letter to the Provincial Government seeking approval for the homeowner to build on this site; and if granted, The City of Saint John move forward and allow Katrina L. Carvell to build on the property.

Question being taken, the motion was carried.

14. Étude des sujets écartés des questions soumises à l'approbation du conseil

14.1 Projet d'aménagement au chemin Crane Mountain

Proposition du conseiller Court
Appuyée par le conseiller Farren

RÉSOLU que la lettre relative au projet d'aménagement visant le chemin Crane Mountain soit retransmise au directeur général pour qu'il puisse faire une demande au gouvernement provincial d'autoriser au propriétaire de construire sur cet emplacement et, si cette permission est accordée, que The City of Saint John permette Katrina L. Carvell de construire sur ladite propriété.

À l'issue du vote, la proposition est adoptée.

16. Adjournment

The Mayor declared the meeting adjourned at 11:00 p.m.

16. Clôture de la séance

Le maire déclare que la séance est levée à 23 h.

_____
Mayor/maire

_____
Common Clerk/greffier communal

The City of Saint John

August 21, 2007

His Worship Mayor Norm McFarlane
And Members of Common Council

Your Worship and Members of Council

SUBJECT: Plebiscite - Temporary Tenancy Agreement

Attached for Council's approval is a temporary tenancy agreement for the lease of space at the Parkway Mall. The space will house the Returning Office for the upcoming plebiscite.

The space is available immediately, on the Transit Bus route, is accessible and offers free parking for staff and clients. The cost for the tenancy period from August 21st to October 12 is $3000.

Resolution:

That Common Council approve the attached Temporary Tenancy Agreement and authorize the Mayor and Common Clerk to sign the agreement.

Respectfully Submitted

J. Patrick Woods
Common Clerk

TEMPORARY TENANCY AGREEMENT

This agreement dated this 20th day of August 2007

BETWEEN: **Parkway Mall**
212 McAllister Drive
Saint John, NB
E2J 2S5
(Landlord)

and

City of Saint John
PO Box 1571
15 Market Square
Saint John NB
E2L 4L1
(Tenant)

This is to certify that permission is hereby granted to the Tenant to occupy the premises of the Shopping Centre for the purposes, dates and times on the Terms and Conditions indicated as follows:

PREMISES:	Former Baptist Bookroom
CENTRE:	Parkway Mall
TERM:	August 21, 2007 thru October 12, 2007
HOURS OF USE:	Monday thru Sunday (at Tenants discretion)
TRADE NAME:	City of Saint John
USE:	For the purpose of Municipal election.
COMMENCEMENT DATE:	August 21, 2007
RENT:	From and after the commencement date, Tenant shall pay to Landlord rent payable in advance on the first day of the month, and if the commencement date is not the first date of the month then the first instalment of rent shall be payable on the commencement date for the

broken portion of the month at the beginning of the term.

Rent will be Three thousand ($3,000) plus HST for the total term.

RELOCATION: Landlord has the right to relocate Tenant if necessary to a space of equal size.

CONDITIONS OF USE:

1. The entrances to the parking lot shall not be blocked at anytime nor shall the Tenant use of the said area interfere with the customers or the normal operations of the Shopping Centre.

2. Occupancy and use shall be confined to the area designated and specified herein.

3. The Tenant agrees to indemnify the Landlord, its officers, employees, licensees, tenants and invitees and save it harmless for an against any and all claims, actions, damages, liability insurance in respect of injury on one or more persons, and property damage insurance in connections with the use of the Premises. The Tenant shall obtain general liability insurance in an amount not less than $2,000,000.00. The Tenant must provide a copy of said insurance.

4. The Tenant agrees to accept the premises on an as is basis. The Tenant will be responsible for maintaining and leaving the premises in a neat and tidy condition during the occupancy and at the conclusion of the use permitted herein.

5. The Landlord gives permission to the Tenant to attach fixturing to the walls provided that the walls are restored upon vacating the premises at Tenant's sole expense.

6. The Landlord and the Tenant agree that this agreement can be cancelled by either party upon prior written notice one to the other.

7. The Tenant agrees not to duplicate any keys for the space and return all keys to the Landlord upon the termination of this agreement. (NOTE: It would be prudent for the Tenant to change the locks on the doors for Security reasons and turn in the keys to the new locks at the termination date.)

8. All signage must be professionally prepared and installation of such signage to interior or exterior mall bulkheads must be done in a method suitable to the Landlord.

9. Tenant agrees to abide by all rules and regulations that govern this Centre and agrees to carry on activity in good taste and in a lawful manner suitable for public display in a high-class retail centre.

10. Tenant will be responsible for any costs to the Landlord of the Shopping Centre in carrying out obligations under this contract, which Tenant does not perform.

11. The Tenant shall be responsible for obtaining its own permit(s) and for paying all business taxes.

12. The Landlord shall be responsible for hydro (power usage) including the hook-up and all consumption for the entire term.

IN WITNESS WHEREOF, the parties hereto have properly executed this agreement the day and year first above written.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

CITY OF SAINT JOHN

BY:_____
(TENANT)

PARKWAY MALL

BY:_____
(LANDLORD)

UNIVERSITY OF NEW BRUNSWICK SAINT JOHN
PO BOX 5050 SAINT JOHN, NB CANADA E2L 4L5
TEL 506 648-5695 FAX 506 648-5528 VPSJ@UNBSJ.CA WWW.UNB.CA
OFFICE OF THE VICE-PRESIDENT
PHILIP W. OLAND HALL

5.2

UNB Saint John

August 14th, 2007

Mayor Norm McFarlane & Council
PO Box 1971
Saint John, NB E2L 4L1

Dear Mayor & Council,

On behalf of a grateful UNB Saint John community I would like to thank the Saint John Police Force for their quick and effective response to recent racially motivated assaults targeted against our students. I would like to particularly thank Deputy Chief Bill Reid, Darrell Scribner (Major Crimes) and Keith Copeland (Lead Investigator) for keeping us informed throughout the course of their investigation and for their understanding of the effect a crime of this nature has on our students and our community.

UNB Saint John began its internationalization efforts in 1999. Since that time many individuals and organizations have embraced the influx of new cultures and new ideas into our city. Many community leaders have publicly supported internationalization in our community and we are ever thankful for their support.

We do not believe these recent actions to be indicative of the opinions of Saint John as a whole, but as reflective of a minority of intolerant individuals who continue to seek ways to threaten the multicultural fabric of our region and our nation.

These acts of intolerance can only be addressed through the cooperation and commitment of a solid team of community partners. We are proud to be part of such a community.

I would be grateful to have this letter entered into the record of Council as our formal expression of thanks.

Sincerely,

Kathryn Hamer

Kathryn Hamer
Vice-President (UNB Saint John)

Eric L. Teed, O.C., C.D., Q.C.
127 Prince William Street, Saint John, New Brunswick, E2L 2B4
Tel: (506) 634-7324 Fax: (506) 634-7423

5.3

August 2nd, 2007

Members of Common Council
City of Saint John
15Market Square
Saint John, NB
E2L 1E8

Your Worship and Councillors,

It was with great interest, I learned that Ken Gould, a former city councillor and citizen of the City is the second donor in Saint John to reach 500th blood donations through the Canadian Blood Services. It is suggested this should be appropriately recognized. For reasons unknown to the writer, there has been a forceful reluctant by the City to pay tribute and honor to such citizens.

Also, I suggest there has been a mistaken feeling that bestowing of **the freedom of the City** upon one individual would be appropriate, as a form of recognition. This is done normally for military reasons, the concept being, it gives the grantee the right to parade in Military dress, bearing arms throughout the City. This is a procedure carried forward from the time when City walls prevented any military parade within the City with military weapons unless such an honor or right was given. However, to bestow this on non military groups would seem not appropriate.

This is not applicable to the concept of Free Citizens or 'Freeman' as it is properly termed which meant the individual did not have to pay a tax to do business within the City. Those persons not freeman had to pay for the privilege of working or selling in the City

I suggest, the appropriate way of honoring persons who have earned recognition by their leadership or work in one or more fields, was given by the City Charter and subsequently confirmed by a Statue which allows the City to create **Free Citizens**. Saint John can create free citizens by appointment as a freeman by unanimous vote of the City Council.

This is a distinction which Saint John has and is the only City in Canada entitled so to do. I am aware that some feel there should be a record of distinction served for the benefit of many, to be worthy of recognition. However, donating blood for those in need is not only life saving but is an example of dedication to the lives of others , what could be of greater service.

For a Councillor to suggest if one does this, there will be no end to awarding this distinction as others who come along and reach a similar record would have to be so honored raises the question, Why not? The simple answer is, it would show Saint John citizens are aware of the needs of others. What could be a better example.

Fortunately, Saint John has two person who have demonstrated their dedication and service to their fellow citizens, namely, Don Shaw who has now given over500 blood donations and Ken Gould who recently completed 500 blood donations.

For your thoughtful consideration and hopefully positive action with respect to these two individuals

Yours truly,

Eric L Teed

5.4

Eric L. Teed, O.C., C.D., Q.C.
127 Prince William Street, Saint John, New Brunswick, E2L 2B4
Tel: (506) 634-7324 Fax: (506) 634-7423

Aug 13th, 2007

Common Council
City of Saint John

Your Worship and Councillors,

I wish to bring to your attention a dangerous situation which has continued without any remedial action for some time.

When one comes to the viaduct from Main Street on the south side entrance there appears a side walk for pedestrians . This gets narrower and then peters out, just as the sidewalk turns the corner.

Pedestrians start to walk and when the side walk peters out to the centre, then try to cross or continue walking in part along the narrow side.

This causes a danger to both to vehicles who do not expect to find pedestrians and to the pedestrians who may fall of the side or fail to realize the danger as they are not in a position to see cars approaching and car drivers do not expect to see people walking when there isn no sidewalk.

Possibly a sign and banner indicating no entry would be a quick and effective remedy.

Yours truly,

Eric L. Teed

5.5

Saint John Common Council

Attn: Mayor Norm McFarlane & Councilors

PLEASE NOTE : This letter was prepared to be delivered to all of you **BEFORE** the Skateboard article appeared in the telegraph on Tuesday August 21st. 2007

The article on Saturday August 18th. 2007,QUOTING Councilor Ivan Court "out of control skateboarders" who fly down city sidewalks, nearly running people over is the SAME CONCERN I gave council in August 2006, however my concerns may not have been taken seriously enough.
As I mentioned in my letter to you in 2006, these same skateboarders put children, seniors and TOURISTS at risk and also make walking our sidewalks on King & Germain streets, King square and in front of CITY HALL a very Uncomfortable experience. They are RECKLESS and FOUL MOUTHED in most of my experiences with them when walking uptown and I am hoping this ARTICLE will finally make you realize what REALLY is going on in our UPTOWN AREA, with this group of individuals.

A skateboard park is necessary; however an unregulated/policed sport such as Skateboarding should not be allowed to do their present activities on local streets.
Please ask yourselves, are other sports who do not have LOCAL FACILITIES available to them, such as skiing, roller blading, cross country skiing, wrestling etc. practice their skills on our sidewalks and streets?? I do not think so!!!
If the PARK goes as initially announced, nearby HARBOR STATION, this will only INCREASE the Skateboard activity in the uptown area!! ....as I previously pointed out to all of you. Please ask yourself this question, HOW OFTEN have you seen a Skateboarder carry their board to their destination, compared to the number of times you see them skating on our streets? A Harbor Station Park will ONLY INCREASE UPTOWN SKATEBOARD TRAFFIC!!! Not to mention traffic at the Hilton Hotel and Seniors Housing on the WATER FRONT!!
As QUOTED by Sgt. Pat Bonner > I am not convinced an Uptown Park will reduce skateboard activity on City streets.
Again I will attempt to attract your attention to the fact; you should have some ***CONTROL*** on their activity if you are paying for approx. 50 % of the cost of the park. This can be a WIN/WIN situation, but if and only if you as council members take steps to MONITOR activity prior to giving your $265,000 contribution. Rewards such as $265,000 should be given if COOPERATION is received from the parties getting the funds. I see little or no change in the past 12 months and if anything it may be WORSE!!
Unless you live and work uptown you may not get to see all the activity that actually takes place on Skateboards 7 days a week.

Thank you

Gerry Dort
gerrydort@rogers.com
214 - 0505



REPORT TO COMMON COUNCIL

The City of Saint John

M & C – 2007- 282

August 21, 2007

His Worship Mayor Norm McFarlane and
Members of Common Council

Your Worship and Councillors:

SUBJECT: Travel Expenses Mayor and Councillors

Staff has received a request for a summary of travel by the Mayor and members of Council. The attached document summarizes travel for the Mayor and each Councillor for the period January 1, 2007 to June 30, 2007.

On a go forward basis this summary will be prepared for Council on a quarterly basis unless directed otherwise by Common Council.

Respectfully submitted,

Gregory J. Yeomans, CGA, MBA
Commissioner of Finance

Attachment

TRAVEL EXPENSES

MAYOR'S OFFICE

JAN 1- JUN 30, 2007

NAME	LOCATION	DATE	EVENT	TOTAL COSTS
Mayor McFarlane	Ottawa	Feb 07	Atlantic Mayors Congress Meeting	746.52
Mayor McFarlane	Toronto-Sheraton-Airport Hotel	Dec 06	China	566.06
Mayor McFarlane	Dallas Texas-Air Canada	April 07	Meeting attract American carrier	1,597.22
Mayor McFarlane	Toronto	Jan 07	Counsel Corporation, IBM, Sunwing Meetings	1,601.25
Mayor McFarlane	Toronto & Montreal	April 07	Retail Marketing Trip	2,832.52
Mayor McFarlane	Toronto	April 07	Westjet Inaugural Flight and Meeting	1,350.66
			TOTAL AS OF JUNE 30, 2007	**8,694.23**
			BUDGET FOR 2007	**15,500.00**
			BALANCE	**6,805.77**

Travel expenses for Councillors

NAME	LOCATION	DATE	EVENT	COSTS
Chang	Halifax	Jan 07	Interview in Nova Scotia	306.78
Chang	Calgary	June 07	FCM Conference	2,332.71
Chang	Bathurst	May 07	Cities of N.B Meeting	548.21
			SUB TOTAL (Councillor Jay Young Chang)	**3,187.70**
Chase	Moncton	Jan 07	Integrated Pesticide management conference	117.47
Chase	Calgary	June 07	FCM Conference	1,485.12
			SUB TOTAL (Councillor Stephen Chase)	**1,602.59**
Court	Moncton	Jan 07	Landscape and Lawn care information seminar	145.13
Court	N.B	Feb 07	Cities of N.B Meeting	104.79
Court	Bathurst	Mar 07	Cities of N.B Meeting	88.75
Court	Fredericton	April 07	Cities of N.B Meeting	275.57
Court	Bathurst	May 07	Cities of N.B Meeting	677.01
Court	Moncton	Feb 07	Site visit to Portage and Cassidy lake, then EMO Session	171.55
Court		April 07	Meeting with ministers of Health	77.57
Court	Moncton	Feb 07	FCM capacity building consultation workshop	128.48
Court	Calgary	June 07	FCM Conference	1,322.24
Court	Halifax	May 07	Sewer use By-Law Meeting	520.83
			SUB TOTAL (Councillor Ivan Court)	**3,511.91**
Farren	Bangor	Jan 07	Bangor Chamber of Commerce & Eastern Maine Dev. Meetings	306.45
Farren	Bathurst	May 07	Cities of N.B Meeting	420.28
Farren	Halifax	June 07	Atlantica Conference	1,346.96
			SUB TOTAL (Councillor Bill Farren)	**2,073.69**
Ferguson	Ottawa	Feb 07	National Meeting-Canadian Nuclear Association	1,121.85
			SUB TOTAL (Councillor John Ferguson)	**1,121.85**
Hooton	Montreal	Jan 07	Air Canada meeting	505.41
Hooton	Fredericton	April 07	Beaverbrook Art Gallery	77.57
			SUB TOTAL (Dep. Mayor Michelle Hooton)	**582.98**
McGuire	Calgary	June 07	FCM Conference	1,902.94
McGuire	Calgary	May 07	Affordable housing conference	1,084.72
			SUB TOTAL (Councillor Peter McGuire)	**2,987.66**
Tait	Toronto	Jan 2007	Business meetings in Toronto	745.67
Tait	London	Feb 07	FCM Board Meeting	1,571.69

Travel expenses for Councillors

Tait	Calgary	June 07	FCM Conference	2,404.73
Tait		April 07	Meeting with ministers of Health	77.23
Tait	N.S	May 07	Atlantic sustainability initiative	529.94
			SUB TOTAL (Councillor Glen Tait)	**5,329.26**
Titus	Calgary	June 07	FCM Conference	2,289.78
			SUB TOTAL (Councillor Christopher Titus)	**2,289.78**
White	London	Mar 07	FCM Board Meeting	1,552.00
White	Ottawa	Nov 06	FCM Board Meeting	772.96
White	Calgary	June 07	FCM Conference	1,718.33
White	Ottawa	Feb 07	WinterLights conference	1,394.63
White	N.B	Feb 07	Cities of N.B Meeting	77.57
White	Bathurst	Mar 07	Cities of N.B meetings	696.21
White	Fredericton	April 07	Cities of N.B meetings	87.77
White	Bathurst	May 07	Cities of N.B Meeting	250.23
			SUB TOTAL (Councillor Carl White)	**6,549.70**
			GRAND TOTAL AS OF JUNE 30, 2007	**29,237.12**
			BUDGET FOR 2007	**35,000.00**
			BALANCE	**5,762.88**

CHIPMAN HILL SUITES LIMITED
9 CHIPMAN HILL
SAINT JOHN, N.B.
E2L 2A7

Mayor and Common Council
City of Saint John
P.O. Box 1971
Saint John, N.B.
E2L 4L1

Re: 1 Chipman Hill

Your Worship and Councillors;

I understand that an amendment to the Heritage Development By-law is currently in the process of being considered.

I would like to request the designation of the Chipman Hill Suites' property at 1 Chipman Hill as part of this current process.

An evaluation of the heritage merits of the building has already been done in the form of a draft statement of significance prepared for purposes of the Registry of Historic Places. Also, the building is designated both provincially and federally.

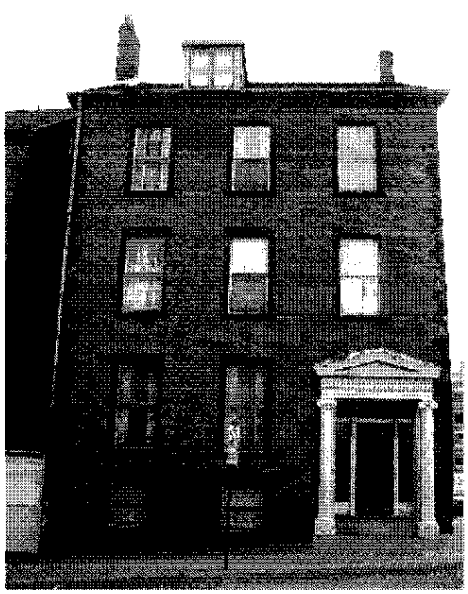
Your consideration of this request would be appreciated.

Sincerely

Susan Fullerton, President
Chipman Hill Suites Limited

CC: Heritage Development Board

("Statement of Significance" attached.)





8. 1 Chipman Hill.



The Pratt House is a 3 storey, brick, Neo-Classical home, with off-centred entrance. Located at 1 Chipman Hill in the City of Saint John. Built c1860.

The heritage value of this building has been recognized through the

Provincial and Federal levels of government for its interior wall paintings that date back to the 1870's. The wall paintings in the vestibule display Cupid on one side and his partner Psyche on the other. These figures appear to be in niches, providing a 3 dimensional (trompe l'oeil) effect. At each corner in the parlor ceiling is a painted, gilt-edged roundel with a gamboling Cupid executed in polychrome on a blue-grey background of clouds. Each Cupid holds a symbol of the seasons: a garland of fruit, flowers sprigs, a sickle and an armful of wheat, a head scarf and torch.

The Heritage Value of the Pratt House is also recognized through its strong associative values with the earliest prominent occupants that resided here, as well as its landmark position upon the intersection of Union Street and Chipman Hill for nearly 150 years. Built about 1860, this home was obtained and occupied by James Dewolfe Spurr, native of Round Hill, Nova Scotia, in 1862. Mr. Spurr came to Saint John at a young age and became a prominent commission merchant. In 1855 he acquired extensive rights in the Albert County Coal Mines. In connection with this enterprise he erected a large plant for the manufacture of oil from the shale at Spurr's Cove. The shale proved of such high value as an oil producer that it allowed him to compete with the oil wells. Mr. Spurr sold this home to ship-owner James Moran about 1873. This home was occupied by Charles W. Weldon from 1891 until his death in 1896. Charles Weldon was known for many years to be the top man in the legal profession of New Brunswick, and his firm of Weldon and McLean was as well known as any legal firm in Canada in the latter part of the 1800's. He was the solicitor for many important companies, such as the Bank of Montreal and the Canadian Pacific Railway. After Weldon's premature death in 1896, his widow shared this home with her brother, Col. Joseph J. Tucker. Born in England in 1832, Col. Tucker had an interesting and successful Military career. During the Crimean War he commanded a transport which ran to the Black Sea and remained there until the evacuation of Sebastopol. Following the war he

came to Saint John to join his father as Maritime Agent for the English Lloyd's ship registry. At the time of the Trent Affair, in 1862, he raised a company of 76 men in Saint John. About 1868 Col. Tucker left for Shanghai, China, where he supervised ship building, and amassed quite a fortune in business ventures. Even in China he moved up the ranks of the Military. He joined, as a private, the local militia force in Shanghai. He was on duty during the trouble caused by the Tientsin Massacre. He was elected Lieutenant of No. 3 Company, of the Shanghai Volunteer Corps in 1872, and captain in 1873. About 1880 he returned to Saint John and was Junior Major of the Saint John Fusiliers. In 1893 he became Colonel of this popular regiment, and in 1897 was named Honorary Lieutenant Colonel of the regiment. He held the Canadian Long Service Decoration. He never married. His sister, Mrs. Weldon, passed away here in 1912, and he passed away here in 1914.

Heritage Value is also recognized through its long association with the Pratt family, and its long time use as Dr. Charles Pratt's residence and doctor's office. Dr. Pratt was a prominent Saint John doctor for 64 years. During WWl Dr. Pratt went overseas with re-enforcements of the Canadian Army Medical Corps., and was appointed a member of the staff of No.1 Canadian General Hospital. After the war Dr. Pratt returned to Saint John and was appointed pension and medical examiner for New Brunswick. He retained that position for 29 years. He obtained this home in 1923 and conducted a private practise here for over 40 years. The home was until recently owned by his grand-daughter establishing over 80 years of Pratt family ownership.

The Character Defining Elements of this Neo-Classical residence include:

-building's height and width proportions;

-window placement and proportions;

-shares similar set-back and architectural style with the 2 buildings south of this home;

-vertical sliding wood windows;
-slightly off-centred dormer with double-set windows;
-two end chimneys, one slope, one ridge;
-dentils at the roof-line cornice;
-sandstone quoins along the corners of the front facade;
-sandstone sills, lintels, and surrounds in all windows;
-sandstone plinth course;
-sandstone block foundation;
The character defining elements of the entrance include:
-pedimented entablature lined with dentils;
-columns with ionic capitals;
-transom window and sidelights;
-false scroll brackets with hanging vine of tulips in the door surround;
-carved oak door displays carved leaves that surround a violin-shaped panel (The violin symbolizes harmony and stability in life, music, contentment and joy. Believed by some to be one of the most perfect instruments ever invented and hence a symbol of perfection.
The interior elements of the home include:
-wall paintings in the vestibule display cupid on one side and his partner psyche on the other. These figures appear to be in niches and give a 3 dimensional (trompe l'oeil) effect;
-parlor ceiling has a painted, gilt-edged roundel with a gamboling cupid executed in polychrome on a blue-grey background of clouds. Each cupid holds a symbol of the seasons: a garland of fruit, flowers sprigs, a sickle and an armful of wheat, a head scarf and torch.

REPORT TO COMMON COUNCIL

The City of Saint John

M & C 2007- 281

August 21, 2007

His Worship Mayor Norm McFarlane
and Members of Common Council

Your Worship and Members of Council:

SUBJECT: CONTRACT 2007- 3: STATION STREET – WATERMAIN STRUCTURAL LINING

BACKGROUND

This Contract consists of a project that is approved in the 2007 Water and Sewerage Utility Fund Capital Program as follows:

1. Structural lining of existing 250mm watermain under the Saint John Throughway between Station Street and Hilyard Street.

TENDER RESULTS

Tenders closed on June 27, 2007 with the following result:

1)	Alltech Solutions Inc., Moncton, NB	$57,420.00

The Engineer's estimate for the work was $48,594.44

ANALYSIS

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

FINANCIAL IMPLICATIONS

The Contract includes work that is charged against one capital work project. Assuming award of the Contract to the tenderer, an analysis has been completed which includes the estimated amount of work on this project that will be performed by City forces and others.

The analysis concludes that a total amount of $310,000.00 was provided in the budget and that the projected completion cost of the project included in the Contract is estimated to be $55,724.53 including the City's eligible HST rebate - a $254,275.47 positive difference in the Water and Sewerage Utility Fund Capital Program.

POLICY – TENDERING OF CONSTRUCTION CONTRACTS

The recommendation in this report is made in accordance with the provisions of Council's policy for the tendering of construction contracts, the City's General Specifications and the specific project specifications.

RECOMMENDATION

It is recommended that Contract 2007-3: Station Street – Watermain Structural Lining be awarded to Alltech Solutions Inc., at the tendered price of $57,420.00 as calculated based upon estimated quantities, and further that the Mayor and Common Clerk be authorized to execute the necessary contract documents.

Respectfully submitted,

J. M. Paul Groody, P. Eng.
Commissioner
Municipal Operations & Engineering

Terrence L. Totten, F.C.A.
City Manager

M & C –2007-277

August 24, 2007

His Worship Mayor Norm McFarlane and
Members of Common Council

Your Worship and Councillors:

SUBJECT: **STOP-UP AND CLOSURE OF PORTION OF RETAIL DRIVE (formerly MARLBOROUGH AVENUE)**

The City Solicitor has previously advised staff that under Section 187(6) of the Municipalities Act with respect to the consideration of the stopping up and closure of public streets, Council must set a time, date and place for the consideration of adopting such a By-law. The resolution adopted by Common Council on May 7, 2007 did not specify the time and date for the Public Hearing.

The following recommendation will address the need to set a specific date and time for the public hearing to consider the closure of a portion of Retail Drive (formerly Marlborough Avenue), as illustrated on an attached map.

RECOMMENDATION:

That Common Council rescind it resolution on Monday, May 7, 2007 contained in M & C 2007-145, and replace it with;

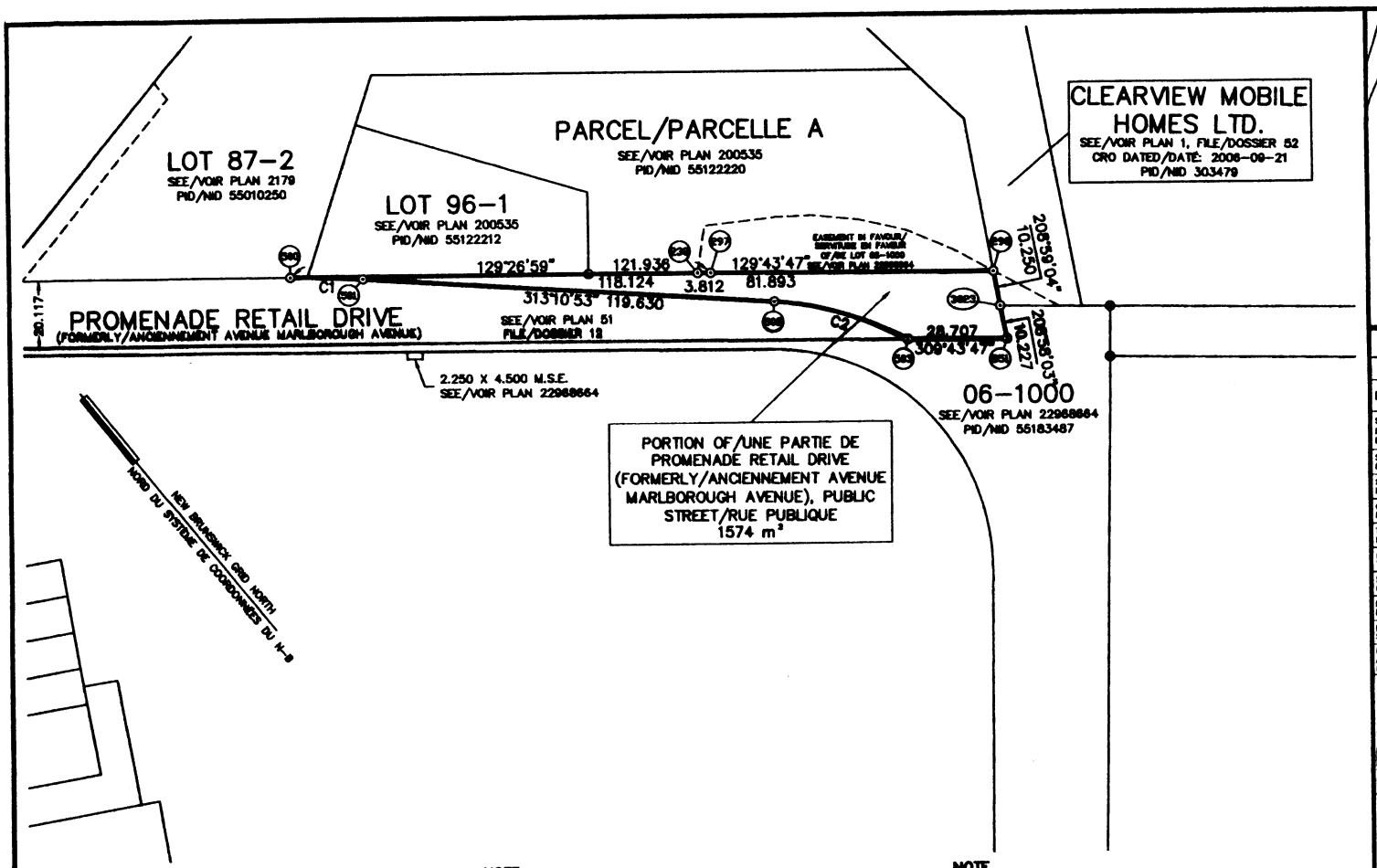
"That the Public Hearing for the consideration of the passing of a By-law to Stop Up and Close a 1,574 square metre ± public street, known as Retail Drive (formerly Marlborough Avenue) be set for Monday, September 24, 2007 at 7:00 p.m. in the Council Chamber."

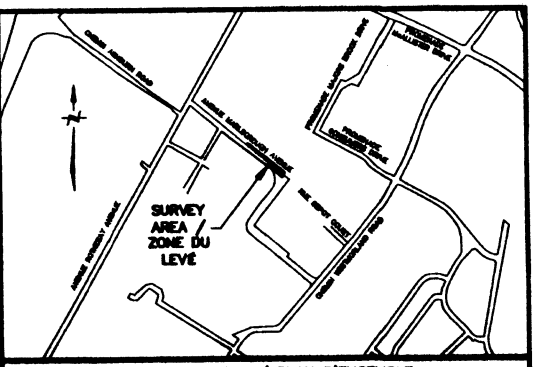
Respectfully submitted,

Jim R. Baird, MCIP
Commissioner
Planning and Development

Terrence Totten, F.C.A.
City Manager

CL/c





LOCALITY SKETCH / PLAN D'ENSEMBLE

LEGEND / LÉGENDE

DESCRIPTION	SYMBOL SYMBOLE	DESCRIPTION	SYMBOL SYMBOLE
SURVEY SYSTEM COORDINATE MONUMENT REPÈRE GÉODÉSIQUE DU SYSTÈME DE COORDONNÉES	△	DOCUMENT/VOLUME/PAGE	Doc./Vol./Pg.
		REGISTERED ENREGISTREMENT	Reg. Enr.
STANDARD SURVEY MARKER PLACED BORNE D'ARPENTAGE UNIFORME PLACÉE	⊙	FOUND TROUVÉ	Fd. Tr.
STANDARD SURVEY MARKER FOUND BORNE D'ARPENTAGE UNIFORME TROUVÉE	●	CALCULATED CALCULÉ	(c)
CALCULATED COORDINATE POINT POINT DE COORDONNÉE CALCULÉ	⊙	SQUARE METRE MÈTRE CARRÉ	m²
TABULATED COORDINATE REFERENCE REPÈRE DE COORDONNÉE CALCULÉ	①	SERVICE NEW BRUNSWICK SERVICE NOUVEAU-BRUNSWICK	SNB
ROUND IRON BAR FOUND TIGE DE FER RONDE TROUVÉE	●	CERTIFICATE OF REGISTERED OWNERSHIP CERTIFICAT DE PROPRIÉTÉ ENREGISTRÉ	CRO
SNB PARCEL IDENTIFIER NUMÉRO D'IDENTITÉ DE SNB	PID NID	EASEMENT SERVITUDE	
NBLS REGISTRATION NUMBER NUMÉRO D'IMMATRICULATION DE A-G-N.-B.	#372	FENCE CLÔTURE	
MUNICIPAL SERVICES EASEMENT SERVITUDE DE SERVICES MUNICIPAUX	M.S.E.	PUBLIC UTILITY EASEMENT SERVITUDE DE SERVICE PUBLIC	P.U.E.
NEW BRUNSWICK LAND SURVEYOR ARPENTEUR-GÉOMÈTRE DU NOUVEAU-BRUNSWICK	NBLS A-G-N-B	LAND DEALT WITH BY THIS PLAN LES BIENS-FONDS FAISANT L'OBJET DU PRÉSENT PLAN SONT DÉLIMITÉS AINSI	

SURVEY PLAN / PLAN D'ARPENTAGE

PORTION OF/ UNE PARTIE DE PROMENADE RETAIL DRIVE (FORMERLY/ANCIENNEMENT AVENUE MARLBOROUGH AVENUE)

SITUATE AT/SITUÉ À EASTMOUNT
CITY OF/VILLE DE SAINT JOHN,
COUNTY OF/COMTÉ DE SAINT JOHN,
PROVINCE OF NEW BRUNSWICK, PROVINCE DU NOUVEAU-BRUNSWICK

SCALE 1:1000
ÉCHELLE

metres
20 0 20 40 60 80

NOTE

- LES DIRECTIONS SONT LES AZIMUTS GRILLE PROVENANT DES REPÈRES D'ARPENTAGE DU N.-B. ET SONT PRÉSENTÉS CI-CONTRE.
- LE FACTEUR D'ÉCHELLE UTILISÉ ÉTAIT 1.000029.
- LES NUMÉROS DU DOCUMENT INDIQUÉS SUR CE PLAN SONT CEUX DU BUREAU D'ENREGISTREMENT DES ACTES DU COMTÉ.
- LES RENSEIGNEMENTS DES TERRAINS CONTIGUËS ONT ÉTÉ OBTENUS DES DOSSIERS DE SNB.
- TOUTES LES DISTANCES MONTRÉES SONT DES DISTANCES DE GRILLE CALCULÉES.
-LA CERTIFICATION N'EST PAS DONNÉE QUANT AU TITRE DE PROPRIÉTÉ, QUI RELÈVE D'UN AVOCAT, NI QUANT AUX RÈGLEMENTS DE ZONAGE ET DE MARGE DE RECUL, QUI RELÈVENT D'UN AGENT D'AMÉNAGEMENT.
-LA CERTIFICATION N'EST PAS DONNÉE QUANT AUX CLAUSES RESTRICTIVES INDIQUÉES DANS LE(S) DOCUMENT(S) NI QUANT À L'EMPLACEMENT DE SERVICES ET/OU D'ACCESSOIRES FIXES, PERMANENTS OU AUTRES.
-LE LEVÉ SUR LE TERRAIN INITIAL A ÉTÉ FAIT LE 13 JUILLET 2006.
-L'AVENUE MARLBOROUGH EST DEVENUE LA PROMENADE RETAIL PAR SUITE D'UNE RÉSOLUTION ADOPTÉE PAR LE CONSEIL MUNICIPAL DE SAINT JOHN LES 18 ET 19 DÉCEMBRE 2006.

NOTE

-DIRECTIONS ARE N.B. GRID AZIMUTHS DERIVED FROM THE N.B. GRID MONUMENTS TABULATED HEREON.
-THE SCALE FACTOR USED WAS 1.000029.
-THE DOCUMENT NUMBERS REFERRED TO ON THIS PLAN ARE THOSE OF THE COUNTY REGISTRY OFFICE.
-ADJACENT OWNER INFORMATION OBTAINED FROM SNB RECORDS.
-ALL DISTANCES SHOWN ARE CALCULATED GRID DISTANCES.
-CERTIFICATION IS NOT MADE AS TO LEGAL TITLE, BEING THE DOMAIN OF A LAWYER, NOR TO THE ZONING & SETBACK BY-LAWS OR REGULATIONS, BEING THE DOMAIN OF A DEVELOPMENT OFFICER.
-CERTIFICATION IS NOT MADE AS TO COVENANTS SET OUT IN THE DOCUMENT(S) AND THE LOCATION OF ANY UNDERGROUND SERVICES AND/OR FIXTURES, PERMANENT OR OTHERWISE.
-INITIAL FIELD SURVEY WAS COMPLETED JULY 13, 2006.
-STREET NAME CHANGED FROM MARLBOROUGH AVENUE TO RETAIL DRIVE BY RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF SAINT JOHN ADOPTED DECEMBER 18/19, 2006.

PURPOSE OF PLAN

-TO ACCOMPANY A PROPOSED STREET CLOSING OF A PORTION OF RETAIL DRIVE (FORMERLY MARLBOROUGH AVENUE).

BUT DE PLAN

-POUR ACCOMPAGNER LA FERMETURE PROPOSÉE D'UNE PARTIE DE PROMENADE RETAIL (ANCIENNEMENT AVENUE MARLBOROUGH).

TOUS LES CALCULS EFFECTUÉS ET TOUTES LES COORDONNÉES INDIQUÉES AU PRÉSENT PLAN SONT BASÉS SUR LE SYSTÈME DE PROJECTION STÉRÉOGRAPHIQUE DOUBLE DU NOUVEAU-BRUNSWICK, ET SUR L'ELLIPSOÏDE NAD83 (1CSRS) RÉALISÉ PAR LE SYSTÈME DE CONTRÔLE ACTIF DE SERVICE NOUVEAU-BRUNSWICK.

ALL COMPUTATIONS PERFORMED AND COORDINATES SHOWN ON THIS PLAN ARE BASED ON THE NEW BRUNSWICK STEREOGRAPHIC DOUBLE PROJECTION AND THE NAD83(CSRS) ELLIPSOID AS REALIZED BY SERVICE NEW BRUNSWICK'S ACTIVE CONTROL SYSTEM.

N.B. GRID COORDINATE VALUES/ COORDONNÉES DU SYSTÈME DU N.-B.

POINT POINT	EAST EASTING	NORD NORTHING
238	2537160.340	7367412.257
297	2537146.563	7367422.925
298	2537211.534	7367370.582
500	2537054.395	7367500.403
501	2537070.144	7367486.559
502	2537157.377	7367404.696
503	2537179.538	7367371.017
861	2537201.614	7367352.669
3023	2537206.567	7367361.816
△ 28156	2534232.573	7362096.001

CURVE/COURBE					
CURVE COURBE	CENTER CENTRE	RADIUS RAYON	ARC ARC	CHORD CORDE	
C1	504	322.000	20.972	20.968	311°18'56"
C2	182	66.500	40.669	40.315	326°36'25"

Terrain Group Inc.
580 Rue Main St., Suite B130
Saint John, New Brunswick
Nouveau-Brunswick
Canada E2K 1J5
tel. 506-634-8719
fax. 506-693-8018
www.terraingroup.com

terrain
THE SCIENCE OF PRACTICAL SOLUTIONS / LA SCIENCE DES SOLUTIONS PRATIQUES

SURVEYED BY: ANDREW K. TOOLE, N.B.L.S.
ARPENTÉE PAR: A-G-N-B #376

DATED: AUGUST 17, 2007
DATÉ : 17 AOÛT 2007

A.N.B.L.S. No. 172155 A-G-N-B

DRAWN: AKT DESSIN: TCM	FIELD: BMM TERRAIN: DPD	CHECKED: AKT VÉRIFIÉ:
JOB/DOSSIER: S0501B	CAD: S0501B-625	ZONE:

M & C 2007-285

August 24, 2007

His Worship Mayor Norm McFarlane and
Members of Common Council

Your Worship and Councillors:

SUBJECT: **Rezoning (Fundy View Gardens Subdivision)**
1967 Manawagonish Road

On April 23, 2007 Common Council held a Public Hearing for the above matter. Concerns were raised by area residents regarding the proposed development, especially with regards to a proposed street connection from the new townhouse development to the existing Fundy View Estates Subdivision. While Council was generally supportive of the application and gave first and second reading to the rezoning, City staff was requested to meet with the Developer and concerned residents to hopefully resolve the concerns.

After further discussion with staff and the residents after the hearing, the Developer has decided to amend the plan in a manner that reduces the number of townhouse units and eliminates the proposed street connection to the adjoining subdivision. The revised proposal also no longer requires rezoning. Therefore, the developer wishes to withdraw the application.

RECOMMENDATION:

That Council remove the rezoning application at 1967 Manawagonish Road from the table and the application be withdrawn as per the applicant's wishes.

Respectfully submitted,

Jim R. Baird, MCIP
Commissioner
Planning and Development

Terrence Totten, F.C.A.
City Manager

MRO/m
Project No. 07-099

REPORT TO COMMON COUNCIL

The City of Saint John

M & C 2007-284

August 23, 2007

His Worship Mayor Norm McFarlane
and Members of Common Council

Your Worship and Members of Council:

SUBJECT: Contract No. 2007 – 10
Lancaster Lagoon Cell # 1 Biosolids Removal and Dewatering

BACKGROUND

This Contract consists of a project that was approved in the Municipal Operations and Engineering 2007 Utility Fund Operating Budget.

1. Removal of accumulated biosolids from the Lancaster Lagoon Cell #1 to improve efficiency of the air diffuser system.

TENDER RESULTS

Tenders closed on August 22, 2007 with the following results:

1. Consolidated Giroux Environment Inc. $126,000.00
   Charlo, NB

The Engineer's estimate for the work was $127,000.00

ANALYSIS

The tender was reviewed by Staff and the tender was found to be formal in all respects. Staff is of the opinion that the tenderer has the necessary resources and expertise to perform the work, and recommend acceptance of their tender.

FINANCIAL IMPLICATIONS

The Contract includes work that is charged against one Operating Budget project. Assuming award of the Contract to the tenderer, an analysis has been completed which includes the estimated amount of work on this project that will be performed by City forces and others.

The analysis concludes that a total amount of $135,000 was provided in the budget and that the projected completion cost of the project included in the Contract is estimated to be $128,424.09 including the City's eligible HST rebate – a positive difference of $6,575.91 in the Municipal Operations and Engineering 2007 Utility Fund Operating Budget.

POLICY – TENDERING OF CONSTRUCTION CONTRACTS

The recommendation in this report is made in accordance with the provisions of Council's policy for the tendering of construction contracts, the City's General Specifications and the specific project specifications.

RECOMMENDATION

It is recommended that Contract 2007 – 10: Lancaster Lagoon Cell #1 Biosolids Removal and Dewatering, be awarded to the tenderer, Consolidated Giroux Environment Inc. at the tendered price of $126,000.00 as calculated based upon estimated quantities, and further that the Mayor and Common Clerk be authorized to execute the necessary contract documents.

Respectfully submitted,

J.M. Paul Groody, P.Eng.
Commissioner
Municipal Operations & Engineering

Terrence L. Totten, F.C.A.
City Manager

REPORT TO COMMON COUNCIL

City of Saint John

M & C – 2007-286

24 August 2007

His Worship Norman McFarlane
and Members of Common Council

Your Worship and Councillors:

SUBJECT: Fire Station #7 (Manchester Avenue) – Parking Lot Upgrade

BACKGROUND:

Fire Station 7 was constructed with a single driveway leading to a parking lot situated to the rear of the station. The parking lot itself was designed to accommodate 14 parking spaces. With both Fire and Police personnel working out of Fire Station 7, the parking lot surpassed its capacity and cannot readily accommodate shift changes, more so in the winter when two to four spaces are lost to accommodate snow removal. Coupled with the shortage of parking spaces is the blind corner leading to the parking lot. Over the years there have been several minor fender benders and numerous near misses (as vehicles attempt to enter and leave the parking lot at the same time). The installation of a mirror at the corner of the building has reduced the number of incidents but has not illuminated the issue. It is proposed that the parking lot be expanded and reconfigured to accommodate over 20 spaces and a second access (or in this case an egress) be constructed.

The construction budget estimate prepared for this project was $59,800.

ANALYSIS:

Tenders closed on August 15, 2007 with three companies responding by submitting bids.

Staff of Materials & Fleet Management and Saint John Fire have reviewed the tenders, and have found two to be complete in every regard with one being rejected at the opening, as incomplete.

A copy of the bid summary is enclosed for Council's consideration.

FINANCIAL IMPLICATIONS:

The total cost to upgrade the parking lot at Fire Station #7, if awarded as recommended to the low bidder, will be $52,839.50 plus tax.

This is a planned expenditure and as such funds are available in the Capital Budget.

RECOMMENDATION:

It is recommended that the tender, in the amount of $52,839.50, plus tax, for the upgrade to Fire Station #7 parking lot be awarded to the low bidder, Fairville Construction, as indicated on the enclosed summary of bids.

Respectfully submitted,

_____
David Logan, CPPB
Purchasing Agent

_____
T.L. Totten, FCA
City Manager



City of Saint John

Tender Results

Contract No. 2007-085102T

Fire Station #7 – Parking Lot Upgrade

TENDERER	L. Halpin Excavating	Fairville Construction Ltd.
AMOUNT OF TENDER	$59,249.70	$52,839.50 *

* Indicates Recommendation

5.13

Mayor & Council,

The University Of New Brunswick Saint John has begun its Shinerama fundraising campaign for 2007. The campaign will take place over the next few months as over 35,000 students from over 55 post-secondary institutions will attempt to raise a record 1 million dollars. This year the students of UNB Saint John have pledged to raise $17,000 for Cystic Fibrosis research, making this year's goal the most ambitious in our universities history. Shinerama is a fundraising campaign that brings the students and our community together as we raise funds for a great organization. This year the students of UNBSJ will be shining shoes and collecting donations in the greater Saint John Area on September 5th as part of UNB Saint John's Orientation Week. We encourage the community to come out and donate to our new students and receive a complimentary shoe shining. Those who would like to make a donation outside of September 5th can do so online at www.shinerama.ca and selecting UNBSJ as their campaign to donate to. Any questions can be directed to the Student's Representative Council at UNB Saint John by calling Patrick at 648 5686.

Sincerely Yours,

Patrick Beamish

President

UNB Saint John Student's Representative Council

M & C –2007-279

August 24, 2007

His Worship Mayor Norm McFarlane and
Members of Common Council

Your Worship and Councillors:

SUBJECT: **PROPOSAL CALL FOR CIVIC #1371 AND #1375 SANDY POINT ROAD**

BACKGROUND:

In 2004, the City undertook a significant water and sewer expansion project that extended the municipal services from the eastern end of Kennebecasis Drive onto Sandy Point Road extending westward to the intersection with University Avenue. This project also included the reconstruction and realignment of a significant portion of Sandy Point Road.

In order to rationalize the capital expenditures required to service this area, the City instituted a "Lot Levy". The "Lot Levy" will require the developer/property owner to pay to the City, $4,428.00 plus H.S.T. per lot along this stretch of Sandy Point Road.

In addition to the above mentioned "lot levy", the City owns a number of parcels of land having road frontage along this stretch of Sandy Point Road that are not required for City purposes. In July 2005 and again in June 2007, Real Estate Services initiated a Proposal Call for a 10 acre ± property off Sandy Point Road, commonly known as the "Harrigan Lake" property. Staff envisioned the development of this property for approximately 15 residential lots. However, in both instances, no submissions were received.

In addition, Real Estate Services identified another City owned property where two lots could be created from the larger, parent parcel which is not required for City use. These two (yet to be subdivided) residential lots were recently advertised in the form of a Proposal Call, which closed July 20, 2007.

ANALYSIS:

The two lots in question back onto the Rockwood Park Golf Course. The subject parcels are situated in the vicinity of Cranberry Hill, off Sandy Point Road. The size of these lots significantly exceeds the minimum standards of the City's Zoning By-law for this area. These lots have been partially filled with "clean"

fill. In order to make either of these lots ready for development, additional fill will be necessary.

Submitted Offers

The City has received two proposal offers; one from North Star Holdings Ltd. and the other from Mark and Susan Court.

North Star Holdings Ltd. has offered a purchase price of $21,000.00 (for both lots combined). They have indicated their desire would be to subdivide the two properties into a total of three lots (if possible) to maximize their return. Staff has reviewed this option and although on paper a third lot is possible, the amount of fill needed, along with proper sloping so as not to impact the adjoining land make this option improbable. It would be their intent to market the two lots over the winter and construct dwellings on them in the spring/summer of 2008.

Mark and Susan Court have offered a purchase price of $35,000.00 (for both lots combined). It is their intent to construct one dwelling within one year and over a period of a few years, bring in additional fill to allow a second dwelling to be developed.

The Court's have offer $14,000.00 more than North Star but it is likely the City would not see property tax benefits for the second dwelling for a few years. Based on the City's current residential tax rate, it would take approximately 4.5 years of the second lot remaining undeveloped before the financial benefits of North Star's proposal would equal that of the Court's. Staff believes that the required lot levy of $4,428.00 per lot and the annual tax assessment will be an incentive to see the second lot developed sooner rather than later. In light of the above, staff consider the Court's offer to be in the best interest of the City.

RECOMMENDATION:

1. That The City of Saint John sell the fee simple interest in a portion of PID Number 55059125, two lots identified on the attached Tentative Subdivision Plan as Lots #07-01 and #07-02 to Mark and Susan Court for $35,000.00 (plus HST, if applicable).

2. That the above noted transaction be subject to the following terms and conditions:

    a. full payment is due upon transfer of title, which will be within 60 days of the public Common Council meeting, at which the proposal was accepted. Failure on the part of the successful bidder to complete the transaction will result in a forfeiture of the deposit;

b. within 30 days of the acceptance of the proposal by Common Council, the successful bidder (hereinafter referred to as the "purchaser") may examine the title at his own expense. If within that time any valid objection is made in writing by the purchaser, which the City is unable or unwilling to remove and the purchaser is unwilling to waive, the deposit will be returned;

c. it is the purchaser's responsibility to check the location of all municipal and public utility services. The installation of water and sewerage laterals or driveway culverts shall be responsibility of the purchaser;

d. the City reserves the right to reacquire the property (ies) for the sale price (and no additional amount) if development of one of the two lots has not commenced within 12 months of title transfer. (Commencement of development meaning: the excavation of a foundation, setting and pouring of footings and foundation walls and the issuance of a building permit for a dwelling unit);

e. that a notation be placed on the plan of subdivision for the creation of the two above noted lots, stating they shall not be permitted to be consolidated to form one lot; and

f. that the purchaser of the two above specified lots pay the required "Lot Levy" of $8,856.00 plus H.S.T. (if applicable), which is in addition to the stated purchase price, at the time of property transfer.

3. That the Mayor and Common Clerk be authorized to sign any necessary documents required to finalize this transaction.

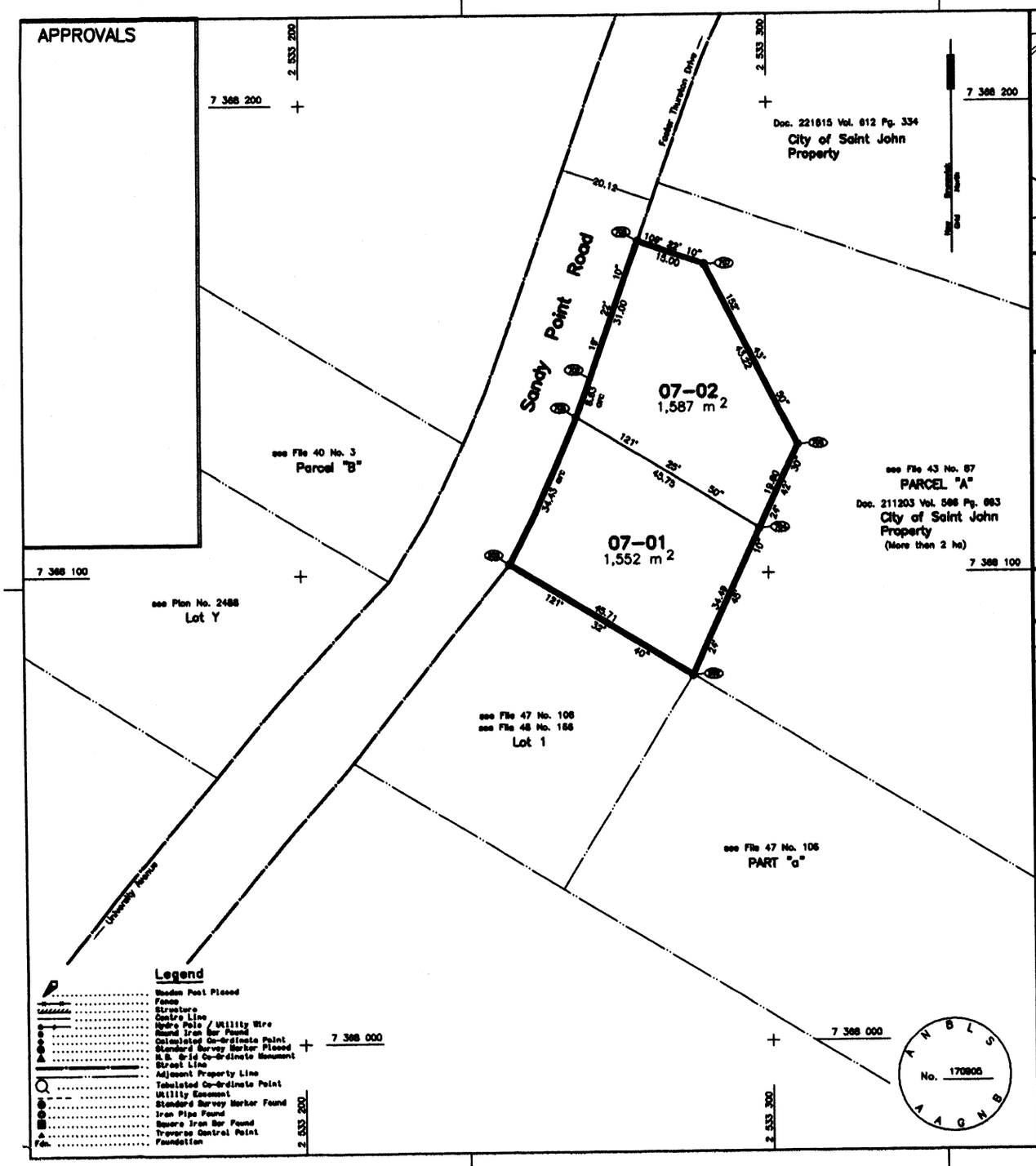
Respectfully submitted,

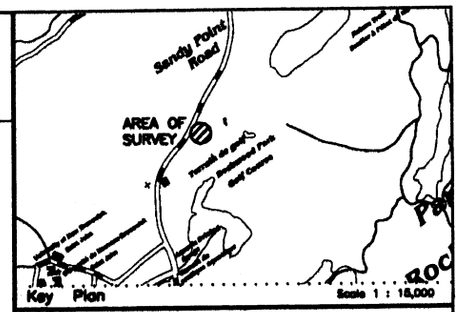
Jim R. Baird, MCIP
Commissioner
Planning and Development

Terrence Totten, F.C.A.
City Manager

CL/c

APPROVALS





Registration Data

Doc. 211203
Vol. 566 Pg. 663
Reg. May 29, 1967 .

Daniel George O'Leary and
Patricia L. O'Leary
to
The City Of Saint John

City Of Saint John – J. Patrick Woods – Common Clerk

Notes

1) Directions are N. B. Grid azimuths derived from observation on N. B. Mon's. 4121 and 20053 . (NAD83 CSRS Adjusted Values)

2) All distances are in metres . to convert to imperial equivalents divide by 0.3048 .

3) Area of survey outlined thus ▬▬▬ , peripheral information compiled from various sources .

4) All document and plan references refer to Registry Office for Saint John County

5) Field survey completed on June 8, 2007 .

6) All computations performed and coordinates shown on this plan are based on New Brunswick Stereographic Double Projection and the NAD83(CSRS) Ellipsoid as realized by Service New Brunswick Adjusted coordinate survey monuments .

Purpose Of Plan

to create lots 07-01 and 07-02

Curve Data

Curve	Radius	Chord	Chord Az.	C.C.
S02-703	279.66	34.41	24° 40' 00"	700
703-702	279.66	8.63	20° 16' 30"	700

New Brunswick Grid Co-Ordinate Values

Sta.	X	Y	Rmks.
502	2 533 244.759	7 368 102.147	FD. S.M.
552	2 533 283.710	7 368 078.236	FD. S.M.
700	2 533 998.272	7 368 234.257	C.C.
702	2 533 282.107	7 368 141.506	CALC. PT.
703	2 533 259.118	7 368 133.414	S.S.M.
704	2 533 259.151	7 368 108.559	S.S.M.
705	2 533 272.388	7 368 170.751	S.S.M.
706	2 533 308.342	7 368 127.380	S.S.M.
707	2 533 289.536	7 368 165.778	S.S.M.
4121	2 533 057.483	7 367 881.021	N.B. MON.
20053	2 533 090.469	7 367 858.894	N.B. MON.

Scale Factor applied 1.000026

Legend

- Wooden Post Placed
- Fence
- Structure
- Centre Line
- Hydro Pole / Utility Wire
- Round Iron Bar Found
- Calculated Co-Ordinate Point
- Standard Survey Marker Placed
- N.B. Grid Co-Ordinate Monument
- Street Line
- Adjacent Property Line
- Tabulated Co-Ordinate Point
- Utility Easement
- Standard Survey Marker Found
- Iron Pipe Found
- Square Iron Bar Found
- Traverse Control Point
- Fdn. Foundation

Tentative Plan

City of Saint John Subdivision , Sandy Point Road , City of Saint John , Saint John County , New Brunswick .

Certified Correct
HUGHES SURVEYS & CONSULTANTS INC.

Surveyed by _____ June 11, 2007.
Russell J. Robinson Date
New Brunswick Land Surveyor # 329

1:500 10 0 10 20 30 40 metres

ANBLS No. 170905 AAGNB

Dwg. No.	Disk No.	Topos	Disk No.
S07185	2007	S07185	2007
Dwn. by: B.S.M.	Job No.: Y7-185-R	Rev. No.	Map Ref.: G/08-T4A

REPORT TO COMMON COUNCIL

The City of Saint John

M & C 2007-290

August 23, 2007

His Worship Mayor Norm McFarlane
and Members of Common Council

Your Worship and Members of Council:

SUBJECT: Howes Lake Landfill Closure, Phase IV – Additional Work

PURPOSE

The purpose of this report is to seek Common Council approval to increase the value of Contract 2007-37: Howes Lake Landfill Closure – Phase IV. This increase is to be funded jointly by the City and the Provincial Department of the Environment.

BACKGROUND

Included in the 2007 General Fund Environment Capital Budget is a project for the fourth phase of the closure of former landfill at Howes Lake.

As part of the 2002 Howes Lake Landfill Assessment and Classification Study, several recommendations were made regarding what steps should be taken to properly close the former landfill. Contract 2007-37 represents the fourth phase of the closure process and involves continuing with the installation of the low permeability cover. At its July 3, 2007 meeting, Common Council awarded Contract 2007-37: Howes Lake Landfill Closure – Phase IV to Galbraith Construction Ltd. at the tendered price of $425,150.00 (M&C 2007-202).

ANALYSIS

Approved within the 2007 General Fund Capital Environment Budget was $300,000 to continue with the closure of the former landfill at Howes Lake. In addition, the Provincial Department of the Environment has agreed to fund 50% of the costs (engineering services and contract work) up to $300,000 for a potential grand total expenditure of $600,000 in 2007.

As a result of lower than anticipated prices for the work, staff conducted a financial analysis to determine how much of the project funding was unallocated and still available for use. Taking into account the original contract value of the work, engineering fees (design and project management) and the City's eligible H.S.T rebate, approximately $110,000 remains eligible to be expended on the contract portion of the project.

To make use of this remaining funding, staff recommends that additional work be undertaken. This work would involve expanding the area to receive the low permeability cover by approximately 6,200 m^2 (a 25% increase in cover area). The additional work has been discussed with staff from the Province and, as it will help advance the overall closure of the former landfill, has received their support.

FINANCIAL IMPLICATIONS

A total of $600,000 has been provided in the budgets, $300,000 City contribution and $300,000 Provincial contribution. Given that this additional work makes use of the existing funding, there is no need to increase the City's or Province's contribution beyond the original approved budget. The Contractor has agreed to undertake the additional work as part of Contract 2007-37.

RECOMMENDATION

It is recommended that the additional work be included within Contract 2007-37: Howes Lake Landfill Closure – Phase IV at the estimated cost of $110,000.

Respectfully submitted,

J. M. Paul Groody, P. Eng.
Commissioner,
Municipal Operations & Engineering

Terrence L. Totten, F.C.A.
City Manager

M & C –2007-283

August 24, 2007

His Worship Mayor Norm McFarlane and
Members of Common Council

Your Worship and Councillors:

SUBJECT: **DOT Highway Usage Permit (HUP) for Harbour Passage Reversing Falls Lookout**

BACKGROUND:

The City/Harbour Passage Working Group has been in discussions with the Province for a number of months regarding the opportunity to construct and maintain a Harbour Passage Lookout adjoining the south-east side of the Reversing Falls Bridge. This lookout will be constructed to incorporate the existing former Bridge piers (see plans attached with HUP).

The New Brunswick Department of Transportation has reviewed the design drawings and has no objections to the project. A Highway Usage Permit is required before tendering the project to construct the Reversing Falls Harbour Passage Lookout. The Department of Transportation has presented staff with the required permit (see attached). The purpose of this report is to present the agreement to Council for its consideration.

The agreement is not unlike a railway crossing license in that the permit holder is required to commit to a standard set of terms and conditions in return for the right to construct and maintain infrastructure on a Provincial right-of-way. The document is standard for the most part although one clause of interest is 5.04 in which the City must provide DOT with a $10,000 security deposit. This is unique when compared to similar licenses granted by others.

A small right-of-way will also be required from an adjoining property owned by Ocean Steel to allow better access to the site from Chesley Drive. Staff has had discussions with the owner and they are in agreement with providing the necessary access. Documentation is being prepared that will facilitate this right of access. A further report will be prepared for Council's consideration in this matter.

RECOMMENDATION:

That The City of Saint John enter into a Highway Usage Permit (HUP) with the Province of New Brunswick, subject to the terms and conditions contained in the attached agreement; for the purposes of constructing, maintaining and operation of the Harbour Passage Trail/Lookout within the limits of Route 100, adjacent to the Reversing Falls Bridge; and that the Mayor and Common Clerk be authorized to sign the agreement.

Respectfully submitted,

Jim R. Baird, MCIP
Commissioner
Planning and Development

Terrence Totten, F.C.A.
City Manager

CL/c

New Nouveau
Brunswick

Department of Transportation

Highway Usage Permit

Permit No. 200711R010000201

HIGHWAY USAGE PERMIT
PERMIT NO. 200711R010000201

THIS PERMIT issued in duplicate copies this _____ of _____, 2007.

FROM: **HER MAJESTY THE QUEEN** in right of the Province of New Brunswick, as represented by the Minister of Transportation (hereinafter called the "Minister");

TO: **CITY OF SAINT JOHN** a municipal corporation duly incorporated, under and by virtue of the laws of the Province of New Brunswick (hereinafter called the "Applicant")

WHEREAS the Minister, under and by virtue of the Highway Act, Chapter H-5 R.S.N.B. ("Highway Act"), has the administration and control of highways, as defined therein, in the Province of New Brunswick ("Highways");

AND WHEREAS the Applicant submitted an application on or about the 9th day of September 2005 to the MINISTER to construct a portion of the Harbour Passage Trail within the limits of Route 100, adjacent to the Reversing Falls Bridge ("Trail");

AND WHEREAS the Applicant has requested that the Minister consent to the Trail being constructed within the Highways pursuant to an application and plan submitted, and the Minister has agreed to review this application and plan pursuant to section 44.1 of the Highway Act for permission to enter upon, use and cross and construct a portion of the Trail in, under and over those portions of the Highways more particularly described in Schedule "A" hereto attached and forming a part hereof ("Approved Highways") for the purpose of constructing, maintaining and operating the Trail;

AND WHEREAS the Minister has, in his discretion, agreed to issue a highway usage permit pursuant to section 44.1 of the Highway Act containing terms and conditions as more particularly described herein ("HUP");

THEREFORE the Minister issues this HUP permitting the Applicant and persons acting under the authority of the Applicant to construct, maintain and operate the Trail upon the following conditions:

1. GENERAL

1.01 The Minister, pursuant to section 44.1 of the Highway Act, hereby authorizes the Applicant, subject to the terms and conditions herein contained, to enter upon, use and cross the Approved Highways for the purpose of constructing and maintaining the Trail ("Construction") for the periods of time more particularly hereinafter described.

2. CONSTRUCTION

2.01 The Applicant shall carry out the Construction in accordance with and meeting the prescribed standards by all applicable federal and provincial statutes, as amended from time to time, and municipal by-laws and all regulations, orders, directives, permits and licences in respect thereof which apply to or otherwise affect the Construction or which apply to or otherwise affect the Applicant and its business assets, insofar as same relates to the Construction, including, but not limited to, this HUP, the Highway Act and all environmental and occupational health and safety laws.

2.02 The Applicant shall submit all plans and specifications detailing location, timing and duration of Construction to the Minister for his approval prior to the commencement of any Construction on the Approved Highways. The Applicant shall not undertake or commence any Construction prior to receiving written approval from the Minister of the plans and specifications. The approval of the plans and specifications for any Construction to be carried out on the Approved Highways does not in any way affect or alter the Applicant's responsibility for the design and construction of the Trail and the Minister hereby specifically denies any such responsibility.

2.03 The Applicant shall complete and deliver to the Minister for approval a final "as built" plan of the Trail at locations where it is on the Approved Highways, within one month of the completion of the construction of the Trail.

2.04 The Applicant shall carry out the Construction in such a manner as to comply with the *Occupational Health and Safety Act*, Chapter O-0.2, R.S.N.B. 1973, including any regulations or orders made thereunder.

2.05 The Applicant shall during the period of Construction:

(i) take every reasonable precaution to ensure the health and safety of its employees and the health and safety of any other person having access to the place of employment where any of the Construction is taking place; and

(ii) ensure that its employees comply with the *Occupational Health and Safety Act*, the regulations and any order made in accordance with the Act or the regulations.

2.06 The Applicant shall, upon the request of the Minister, provide to the Minister, within 7 days of such request, a letter outlining the steps taken by the Applicant to comply with the provisions of paragraph 2.04 and 2.05 hereof.

2.07 No material or equipment shall be deposited or stored on the Approved Highways without the prior written approval of the District Transportation Engineer of the Minister ("the District Transportation Engineer").

2.08 All brush and debris is to be disposed off the Approved Highways.

2.09 The method of installation and construction of the Trail shall be as per Schedule "A", Schedule "B" and Schedule "C".

2.10 No Construction is to take place during darkness or reduced visibility, except with the prior approval of the District Transportation Engineer.

2.11 The Applicant shall give the District Transportation Engineer not less than two (2) weeks written notice before commencing the Construction, excluding normal maintenance activities.

2.12 The Applicant shall ensure that it, its contractor, workmen or agents abide by and will be bound by the terms and conditions of this HUP.

3. PUBLIC NOTICE

3.01 No Construction excluding normal inspection maintenance activities shall be commenced or carried out prior to the Applicant giving timely and sufficient notice to the travelling public using the Approved Highways, warning of the Construction and of the disruption to traffic that may result therefrom.

4. STANDARD OF CONSTRUCTION

4.01 All construction shall be performed by the Applicant in a good and workmanlike manner at its own expense. The Minister may order the Applicant to stop Construction if, in the Minister's opinion, it is not being carried out in a good and workmanlike manner according to the plans and specifications submitted and approved by the Minister for such Construction. The Applicant shall immediately stop Construction after being ordered to stop by the Minister. The ordering of the stopping of Construction by the Minister, regardless of the reason, shall not give rise to any claim by the Applicant against the Minister and

any such claim is hereby specifically barred. Failure of the Minister to give instructions in regards to the Construction does not relieve the Applicant of any responsibilities and liabilities under the HUP or otherwise.

4.02 The Applicant shall use every reasonable effort to ensure, where practical, that:

(a) all Construction is performed in a manner that causes as little damage as possible to the Approved Highways;

(b) through traffic flow is maintained on the Approved Highways during all Construction according to the Department of Transportation Work Area Traffic Control Manual, as amended from time to time, the receipt of which the Applicant acknowledges;

(c) the Construction does not interfere with or obstruct the Approved Highways or traffic thereon except as may be reasonably necessary or required during actual periods of Construction; and

(d) the Construction does not alter or interfere with the drainage pattern of the Approved Highways or any property that is adjacent to the Approved Highways.

5. REPAIRS TO THE APPROVED HIGHWAYS

5.01 Upon completion of any Construction, the Applicant shall, at its expense and so far as is practical, restore, repair and landscape the Approved Highways to the extent necessary to restore the Approved Highways to at least the condition existing prior to the commencement of such Construction in a manner satisfactory to the District Transportation Engineer.

5.02 All repairs to the Approved Highways, including repairs required to rectify any damage, alteration or environmental disruption to the area surrounding the Approved Highways where the Trail is located, occasioned by subsidence or caused by the Construction or existence of the Trail, at the request and to the reasonable satisfaction of the District Transportation Engineer, shall be the responsibility of the Applicant for the entire period that the Trail remains on the Approved Highways.

5.03 If the Minister is required to make any repairs to the Approved Highways as a result of the Construction by the Applicant, or as a result of the presence of the Trail on the Approved Highways, the Applicant shall, upon demand, reimburse the Minister for the cost of all expenses reasonably incurred in connection therewith, provided however, that, except in emergency situations, the Minister shall first give the Applicant written notice of any situation necessitating

the use of the power conferred under this section and allow the Applicant a reasonable opportunity to forthwith proceed to diligently repair the same.

5.04 The Applicant shall provide to the Minister, at the date of the start of construction, a cash security deposit in the amount of **$10,000.00** for the purpose of this section to be held by the Minister, on a without interest basis. The Minister may use portions, or all of the security for the purposes of ensuring that the Applicant meets its obligations herein contained during the construction. On the final date of Construction and upon inspection and final approval of the Approved Highways by the District Transportation Engineer, subject to the provisions of paragraph 5.01, 5.02 and 5.03 hereof, the Minister shall return to the Applicant that portion of the security that remains unused, without interest thereon. Payment of the surety may be made by certified cheque made payable to the Minister of Finance or by Letter of Credit.

6. RELOCATION OF APPROVED HIGHWAYS

6.01 Notwithstanding any other provisions of this HUP, if the Minister relocates, either permanently or temporarily, repairs, or redesigns the Approved Highways, he may request the Applicant to alter, remove, relocate or close either permanently or temporarily, the Trail at the Applicant's expense, within a reasonable length of time after being requested in writing by the Minister. The Applicant shall alter, remove, relocate or close, either permanently or temporarily, the Trail within a reasonable length of time after being requested to do so by the Minister, provided, however that the Minister shall, if possible, grant to the Applicant a new HUP containing similar terms and conditions as herein set out allowing the Applicant to install the Trail on an alternate or replacement site, if any. Nothing herein contained obligates the Minister to pay any costs of the Applicant or to provide the Applicant with an alternate means or replacement Trail.

7. LIABILITY AND INDEMNITY

7.01 The Minister shall not be responsible for any damage to the Trail from any cause whatever.

7.02 The Applicant shall indemnify and save harmless the Minister from and against all liabilities, damages, claims, suits and actions whatsoever resulting in any way from the Construction or the operations of the Applicant or of its employees, agents, contractors or subcontractors of the Applicant.

7.03 The Applicant shall promptly pay compensation to the Minister for all damages suffered by the Minister as a result of the Construction or the operation of the Trail on the Approved Highways.

7.04 The Applicant agrees that if any contamination should be encountered, on, in, under or around the property owned by the Minister that:

(i) all work will cease immediately in that area; and
(ii) the Minister will be immediately advised of the said contamination in order for the Minister to assess the situation.

7.05 If the Applicant fails to abide by section 7.04 and contamination is later determined to have been present, the Minister shall not be responsible for the resulting deterioration or damage.

8. INSURANCE

8.01 The Applicant, at its own expense, shall purchase and maintain in full force during the term of the HUP and any extensions or renewals thereof general liability and pollution insurance in form and content acceptable to the Minister, acting reasonably, to protect the Applicant, their contractors and subcontractors, as well as the Minister, his respective successors and assigns, and his respective directors, officers, legislators, employees, agents and servants.

8.02 Such insurance shall provide coverage for property damage to the Approved Highways, including loss of use thereof, and shall protect the Minister, his successors and assigns, and his respective directors, officers, legislators, employees, agents and servants from all claims arising out of liability for property damage, bodily injury (including death and personal injury) arising out of the existence, construction, use, operation, maintenance and rehabilitation of the Trail and use and occupancy of the HUP.

8.03 This liability insurance shall provide for, but shall not be limited to:

i) a $5 million limit of liability per occurrence;
ii) Sudden & Accidental Pollution coverage for all insured perils;
iii) broad form occurrence property damage;
iv) cross liability and separation of interest with respect to each Insured;
v) the Minister, his respective successors and assigns, and his respective directors, officers, legislators, employees, agents and servants included as Insureds with respect to liabilities arising out of the Trail;
vi) breach of any of the terms or conditions of the policy, or any negligence or willful act or omission or false representation by any other Insured or any other person, shall not invalidate the insurance with respect to the Minister, his respective successors and assigns, or his respective directors, officers, legislators, employees, agents and servants included as Insureds.

8.04 All policies shall be insured by financially sound insurers licensed to carry on business in Canada. Insurers shall not cancel or materially change the policy without sixty (60) days prior written notice to the Minister, his respective successors and assigns, his respective directors, officers, legislators, employees, agents and servants included as Insureds.

8.05 If closely held insurance facilities (e.g. captive, reciprocal or any other form of alternate risk financing) are used instead of conventional insurance the Applicant shall provide ninety (90) days prior written notice to the Minister of the program structure and participants with sufficient information to determine what, if any, supplementary insurance requirements may be needed (e.g. "cut-through" endorsement to captive reinsurers) to ensure continued, adequate protection for the Minister.

8.06 Certified true copies of all insurance policies maintained in compliance with this provision, or other documentation in form and content acceptable to the Minister, shall be delivered to the Minister, prior to any construction work on the Trail that may affect the Approved Highways and prior to commencement of the operation of the Trail. Certificates of insurance, or other documentation in form and content acceptable to the Minister, evidencing any renewal of or replacement insurances, shall be delivered to the Minister, not later than fifteen (15) days prior to the expiration of existing policies. Certified true copies of all renewal or replacement policies shall be delivered not later than ten (10) business days after a written request from the Minister.

9. TERMINATION

9.01 This HUP shall terminate:

(a) on the 31st day of December 2027 or

(b) at the option of the Minister upon written notice to the Applicant:

(i) if the land is used for any purpose other than a Trail;

(ii) in the event the Applicant shall not have commenced operations on the Approved Highways for the Construction of the Trail within five (5) years from the date hereof, the permission hereby granted shall thereupon immediately terminate without further act or notice;

(iii) if the Applicant defaults in observing or performing the obligations herein and it fails to remedy or to diligently take steps with a view of remedying such default after the same has been

brought to the attention of the Applicant by the Minister by way of written notice thereof, the Minister may in his sole discretion and without recourse by the Applicant terminate the HUP;

but the obligations of the Applicant under this HUP shall survive such cessation and determination of such permission. If this HUP is terminated pursuant to subparagraph 9.01(b), the rights hereby granted shall thereupon immediately terminate without further act or notice, and all rights of the Applicant shall thereupon cease and expire, and the Applicant shall execute and file such documents as may be necessary to confirm or to give public notice of such termination.

9.02 At the expiry of the twenty (20) year term under clause 9.01(a) this HUP may be renewed at the discretion of the Minister for successive periods of ten (10) years until the Trail is abandoned as set out in clause 9.04 or until it is terminated in accordance with clause 9.01(b).

9.03 The Minister shall not be liable to pay any amount for costs or damages incurred by the Applicant as a result of the termination of this HUP for any reason.

9.04 In the event the Applicant elects to abandon the operation of the Trail in whole or in part, the Applicant shall provide notice in writing to the Minister of its intention to abandon and the notice of such abandonment shall effectively terminate this HUP, provided that the Applicant shall thereafter have the obligation hereunder, to forthwith undertake and complete all those demolition, removal, remedying and rehabilitation undertakings or conditions necessary to comply with the conditions of this HUP.

9.05 As a condition of abandonment, the surface and the right-of-way of the Approved Highways concerned shall be restored, so far as practicable, to the same condition as it was prior to the entry and use of the Applicant. Any such work done by the Applicant pursuant to or recognized by this provision is to be carried out completely at the expense of the Applicant.

9.06 Where the Minister has obligated the Applicant as a condition of abandonment, to maintain, remedy or take other measures with respect to the Trail, the Applicant shall have full right and permission at any time where necessary thereafter, notwithstanding the termination of this HUP, to enter upon the said Approved Highways with people, machinery and material, for the purpose of carrying out such obligations, but always restoring or repairing however, any damage to the Approved Highways thereby occasioned, and where required, paying compensation for damages to the Minister arising from such entry. Any such work done by the Applicant pursuant to or recognized by this provision is to be carried out completely at the expense of the Applicant.

9.07 Except for those matters contained in paragraph 9.01(b), if the Applicant defaults in observing or performing any of the terms and conditions herein set forth to be observed and performed by it and it fails to remedy or to diligently take steps with a view of remedying such default after the same has been brought to the attention of the Applicant by the Minister by way of written notice thereof the Applicant agrees to pay, as liquidated damages to the Minister for each such default or breach, the amount of ten thousand dollars ($10,000.00).

10. NATURE OF HUP

10.01 The Applicant's right to occupy the Approved Highways for the purpose of the Trail pursuant to this HUP is as a mere licence. This HUP does not grant or convey to the Applicant any title to the Approved Highways.

10.02 It is understood and agreed that any plans, including the plans specified in sections 2.02 and 2.03 are to be prepared by the Applicant for purposes of the Construction or for identifying property or the status of title of property, that the Minister does not, in any way, represent or warrant to the Applicant that its Approved Highways is located as shown on the said plans or that the Minister owns or controls all or any portion of the right-of-way shown. The location of the Approved Highways is determined by the Applicant at its sole risk and the Trail is placed thereon solely at the risk of the Applicant. If the Applicant wishes to confirm or determine the title or ownership of the Approved Highways, it shall examine such title and ownership at its own expense and the Minister shall not be required to produce any abstract of title, title deeds, or copies thereof or any evidence of title other than those in possession of the Minister.

10.03 This HUP is non-exclusive. The Minister hereby reserves the right to grant permission to other persons to use the Approved Highways for whatever purpose the Minister deems necessary provided, always, that the Minister shall not permit any other person to use the Approved Highways for any such purpose if such use or any construction of other work in connection therewith would in any way damage the Trail or interfere with the Applicant's use thereof.

10.04 This HUP, and any right conveyed herein by the Minister to the Applicant, is subject to any other agreement, permission or right previously entered into or granted by the Minister to any other persons or corporations to use the Approved Highways. The Applicant shall not damage or in any way interfere with any other person's or corporation's use of the Approved Highways. The Applicant shall reimburse any person or corporation for the costs of any damages to their plant or equipment located on the Approved Highways arising from or caused by the negligence of the Applicant in the carrying out of the Construction.

10.05 While the provisions of this HUP are intended to be fully binding and effective between the parties, in the event that any particular provision or provisions hereof or a portion of any said provision is found to be void, violable or unenforceable for any reason whatsoever, then the same shall be deemed to be severed from the remainder of this HUP, and all other provisions shall remain in full force and effect.

10.06 This HUP in no way affects or binds any other Minister, department, agency or crown corporation of the Province of New Brunswick.

11. NOTICE

11.01 Any notice, direction or other instrument required or permitted to be given to the Minister hereunder shall be in writing and may be given by registered post, postage prepaid, or by delivering the same addressed to the Minister as follows:

Minister of Transportation
PO Box 6000
Fredericton, N. B.
E3B 5H1
Facsimile (506) 453-7987

or to such other address as the Minister may from time to time designate in writing to the Applicant.

Any notice, direction or other instrument required or permitted to be given to the Applicant hereunder shall be in writing and may be given by registered post, postage prepaid, or by delivering the same addressed to the Applicant as follows:

City of Saint John
Planning and Development
P.O. Box 1971
Saint John, N.B.
E2L 4L1

or to such other address as the Applicant may from time to time designate in writing to the Minister.

11.02 Any notice, direction or other instrument aforesaid, if delivered, shall be deemed to have been given or made on the date on which it was delivered or, if mailed, shall be deemed to have been given or made on the second business day following on which it was mailed.

12. NEW BRUNSWICK LAWS OR REGULATIONS

12.01 This HUP will be interpreted according to the laws and regulations of the Province of New Brunswick. In the event this HUP or any portion of this HUP is or appears to be in conflict with any provision of the Laws or Regulations of the Province of New Brunswick, then the provisions of the Laws or Regulations of the Province of New Brunswick shall prevail and this HUP or the portion of the HUP in conflict shall be void and of no force or effect, but any portion of this HUP not in conflict shall continue in full force and effect.

12.02 The Highway Act and regulations made thereunder, as each may be amended from time to time, and any act or regulations made in substitution thereof apply to the HUP and the Applicant agrees to be bound thereby.

13. SINGULAR - PLURAL

13.01 Whenever herein the context permits, words denoting the singular shall include the plural, the masculine shall include the feminine, and a person shall include a corporation and vice versa.

14. BINDING EFFECT

14.01 This HUP, and everything herein contained, shall be binding upon the Applicant and its respective successors and assigns provided, however, that the inclusion herein of the word assigns shall not be construed as permitting any assignment by the Applicant not authorized by this HUP.

15. ASSIGNMENT

15.01 This HUP, and the permission granted hereby, shall not be assigned by the Applicant without the prior written consent of the Minister.

16. NON-WAIVER

16.01 The failure by the Minister to exercise any right or to require or insist that action be taken according to the terms of this HUP in no way waives the right of the Minister to require or insist that an action be taken according to the terms of this HUP.

17. AMENDMENTS

17.01 If at any time during the continuance of this HUP the Minister deems it necessary or expedient to make any alteration or additions to this HUP, he may do so by means of a written notice to the Applicant which shall be supplemental to and form part of this HUP.

18. DISCONTINUANCE

18.01 In the event that the Minister intends to discontinue any of the Approved Highways, the Minister shall provide reasonable notice to the Applicant of such intention (and the applicant shall be responsible as per Section 6).

HER MAJESTY THE QUEEN in Right of the Province of New Brunswick as represented by the Minister of Transportation

_____

M G Trites, P. Eng.
Assistant Deputy Minister/Chief Engineer
On behalf of the Minister of Transportation

DOT (07070636)

APPLICANT'S ACCEPTANCE OF TERMS AND CONDITIONS

The Applicant, by its duly authorized signing officers, accepts the terms and conditions of this HUP and agrees to be bound thereby.

Norm McFarlane
Mayor, City of Saint John

_____

Patrick Woods
Common Clerk, City of Saint John

_____

Schedule "A"

Transportation District 4

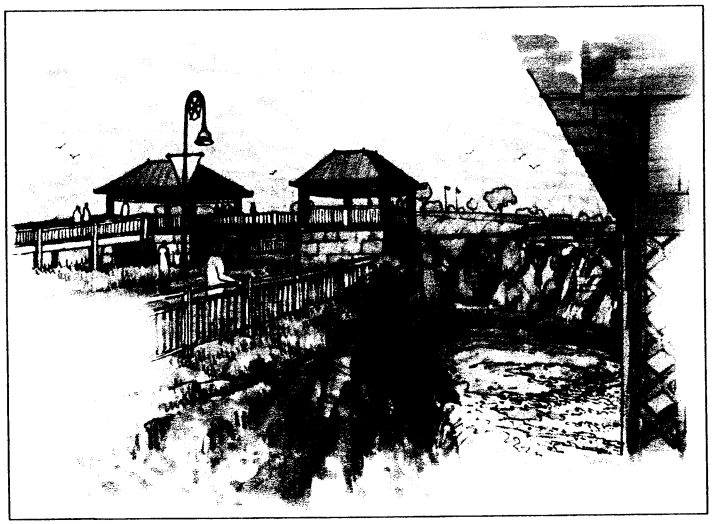
CITY OF SAINT JOHN, SAINT JOHN COUNTY					
Highway/Location	**Type/ Classification**	**Description**	**Length of Lineal Occupation (Km)**	**Method of Installation**	**Permit Number**
Route 100 (adjacent to Reversing Falls Bridge)	Collector	Trail	N/A	As per Schedule "B"	200711R010000201

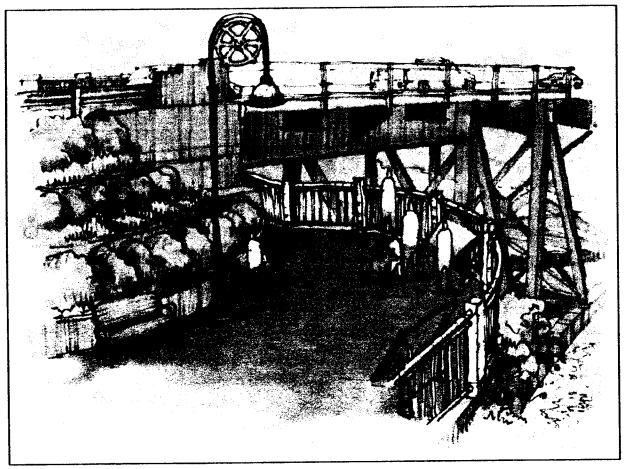
Schedule "B"

HARBOUR PASSAGE - REVERSING FALLS

CITY OF SAINT JOHN

PROJECT # 2007-39





HARBOUR PASSAGE - LIST OF DRAWINGS

DRW No	DRAWINGS TITLE
L0	COVER PAGE
L1	EXISTING CONDITIONS / DEMOLITION
L2	LAYOUT
L3	GRADING
L4	PLANTING
L5	PAVILLION DETAILS
L6	DETAILS
L7	DETAILS
L8	DETAILS
L9	DETAILS
L10	TRAIL HEAD DETAILS
L11	PROFILES
L12	CHESLEY DRIVE LINK
E1	ELECTRICAL
E2	SPECIFICATIONS AND LEGEND

VOLUME #1 SITE WORK JULY , 2007

PRIME CONSULTANTS

GLENN GROUP LTD
LANDSCAPE ARCHITECTS & PARK PLANNERS

248 Brunswick St.
P.O. Box 624, E3B 5A6
Fredericton, NB
CANADA

Ph: 455-2473
Fax: 459-2685
e: dkg@nbnet.nb.ca

SUB CONSULTANTS

- JACQUES WHITFORD ENVIRONMENT Ltd.
- K.M. CARSON LIMITED
- PHILLIPS ENGINEERING & CONSTRUCTION SERVICES Ltd.

SET

Schedule "B"

Clearance From 76.2mmØ Handrail to Abutment Dim.		
Location	Dim. @ Base	Dim. @ Handrail
N1	863.6	10477.8
N2	812.8	1003.3
N3	806.5	965.2
N4	825.5	952.5
N6	831.9	857.3
N7	838.2	857.3
N8	749.3	800.1
N9	711.2	743.0
S1	914.4	1079.5
S2	939.8	1124.0
S3	990.6	1130.3
S5	850.9	939.8
S6	952.5	1009.7
S7	-	-
S8	-	-

NOTES

1. ALL DIMENSIONS ARE IN METRES, TO CONVERT TO IMPERIAL FOR VALENTINE DIVIDE BY 0.3048.
2. FIELD SURVEY COMPLETED ON JAN. 29, 2012, JULY 14, 2005, AND JULY 7, 2006 BY HUGHES SURVEYS.
3. ALL COMPUTATIONS PERFORMED AND COORDINATES SHOWN ON THIS PLAN ARE BASED ON NEW BRUNSWICK STEREOGRAPHIC DOUBLE PROJECTION AND THE NAD83(CSRS) ELLIPSOID AS REALIZE BY SERVICE NEW BRUNSWICK ADJUSTED COORDINATE SURVEY MONUMENTS.
4. ELEVATIONS ARE GEODETIC DATUM IN METRES REFERRED TO GEODETIC BENCH MARK 7190120 HAVING AN ELEVATION OF 32.536 METRES AND GEODETIC BENCH MARK 7190769 HAVING AN ELEVATION OF 5.2019 METRES.
5. LOCATION AND SIZE OF UNDERGROUND SERVICES WERE DEFINED FROM VARIOUS SOURCES AND ARE APPROXIMATE ONLY. ACTUAL LOCATION SHOULD BE VERIFIED PRIOR TO ANY CONSTRUCTION ACTIVITY.
6. REPORT ANY DISCREPANCIES TO LANDSCAPE ARCHITECT
7. ALL DIMENSIONS ARE MEASURED FACE TO FACE
8. MAKE GOOD ALL DISTURBED AREAS
9. COMPLY WITH ALL APPLICABLE CSA STANDARDS AND THE NATIONAL ENERGY BOARD PIPELINE CROSSING REGULATIONS

ST. JOHN RIVER

REVERSING FALLS BRIDGE

DOUGLAS AVENUE

SILTATION FENCE

EXISTING MANHOLE

GRASS

EXISTING SIDEWALK

HYDRO POLE

RELOCATE EXISTING GUARD RAIL

CONCRETE CATWALK UNDER BRIDGE

CONTRACTOR IS TO CONTACT THE DISTRICT HIGHWAY ENGINEER PRIOR TO ANY WORK TAKING PLACE AROUND THE REVERSING FALLS BRIDGE

GUARD RAIL

RETAIN ROCK AND VEGETATION IN THIS AREA AS DIRECTED

REPLACE EXISTING FENCE WITH A 1500mm HIGH CHAIN LINK FENCE

HANDRAIL

EXISTING GRAVEL LANE

REMOVE EXISTING ASPHALT

STREET ROW

CONTRACTOR

REMOVE METAL BRACKET

EXISTING GRANITE PIER

REMOVE CONCRETE FOOTINGS TO MIN OF 900mm BELOW FINISHED GRADE

PROPOSED OVERHEAD WALKWAY

PROPOSED RAMP

REMOVE GUARD RAIL

RETAIN GUARD RAIL

ANCHOR

INSTALL SILTATION FENCE AROUND PERIMETER OF WORK AREA

PROPERTY LINE

REMOVE WOOD POSTS AND WIRE FENCE

CAREFULLY REMOVE ORGANICS FROM PIERS

No.	DESCRIPTION	DATE
1	ISSUED FOR WCAP	23.05.09
2	ISSUED FOR TENDER	14.10.05

LEGEND

- CONTRACT LIMIT LINE
- EXISTING CONTOUR LINE
- PROP FENCELINE
- SILTATION FENCE
- BARRIER
- EXISTING CONTOUR
- TOP OF SLOPE
- PROPOSED LAMP
- 20.02 × EXISTING GRADE
- 1 / L6 DETAIL NUMBER / DETAIL REFERENCE NODE / SHEET NUMBER

NOTES

GLENN GROUP Inc.
LANDSCAPE ARCHITECTS & PARK PLANNERS
PH: 455-2473
FAX: 459-2685

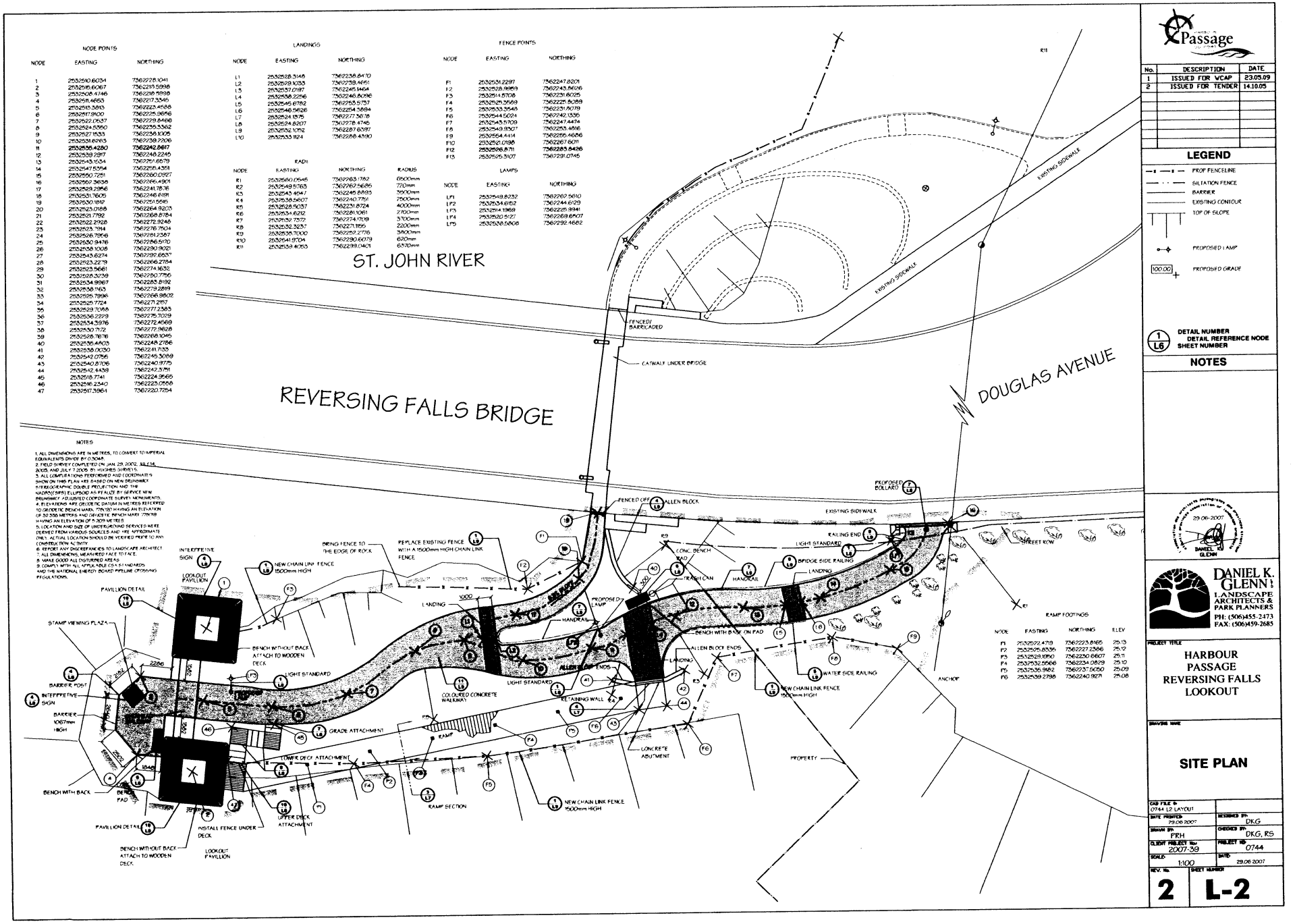
PROJECT TITLE

HARBOUR PASSAGE REVERSING FALLS LOOKOUT

DRAWING NAME

EXISTING CONDITIONS

CAD FILE #: 0744 L1 DEMO	
DATE PRINTED: 29-06-2007	DESIGNED BY: DKG
DRAWN BY: PRH	CHECKED BY: DKG, RS
CLIENT PROJECT #: 2007-39	PROJECT #: 0744
SCALE: 1:100	DATE: 29-06-2007
REV. NO. 2	SHEET NUMBER L-1



NODE POINTS

NODE	EASTING	NORTHING
1	7562510.6034	7562228.1041
2	7562515.6067	7562215.5098
3	7562508.4746	7562210.5198
4	7562511.4653	7562217.3345
5	7562513.3813	7562222.4568
6	7562517.9100	7562225.3696
7	7562522.0537	7562229.8468
8	7562524.5350	7562235.5362
9	7562527.1533	7562236.1005
10	7562531.8265	7562238.2206
11	7562535.4280	7562242.8617
12	7562539.2317	7562248.2245
13	7562543.1634	7562251.6679
14	7562547.5364	7562255.4351
15	7562550.7251	7562260.0827
16	7562562.3636	7562266.4901
17	7562528.2946	7562241.7876
18	7562531.7605	7562246.6191
19	7562530.1812	7562251.5565
20	7562523.0188	7562264.9203
21	7562521.7192	7562268.8784
22	7562522.2928	7562272.9248
23	7562523.7814	7562278.7504
24	7562528.7956	7562281.2367
25	7562530.9476	7562286.5170
26	7562538.1008	7562290.9021
27	7562543.6274	7562292.6637
28	7562523.2219	7562276.2784
29	7562525.5661	7562274.1632
30	7562528.3238	7562280.7756
31	7562534.9367	7562283.8192
32	7562538.1163	7562279.2819
33	7562525.7996	7562268.9802
34	7562525.7724	7562271.2151
35	7562529.7068	7562277.2365
36	7562536.2229	7562275.7029
37	7562534.3976	7562272.4569
38	7562530.7172	7562272.9628
39	7562528.7878	7562268.1045
40	7562535.4403	7562248.2786
41	7562538.0030	7562241.7155
42	7562542.0756	7562245.3069
43	7562540.8706	7562240.9775
44	7562542.4438	7562242.5791
45	7562516.7741	7562224.9569
46	7562516.2340	7562225.0568
47	7562517.3984	7562220.7254

LANDINGS

NODE	EASTING	NORTHING
L1	7562528.3148	7562238.8470
L2	7562529.9353	7562238.4661
L3	7562537.0197	7562245.1464
L4	7562538.2256	7562246.8098
L5	7562545.6782	7562255.5737
L6	7562546.9626	7562254.3884
L7	7562524.1575	7562277.3678
L8	7562524.8207	7562278.4745
L9	7562532.1092	7562287.6097
L10	7562533.1124	7562288.4780

RADII

NODE	EASTING	NORTHING	RADIUS
R1	7562560.0545	7562983.1782	6900mm
R2	7562549.5763	7562762.5686	720mm
R3	7562543.4647	7562245.8885	3900mm
R4	7562538.5607	7562240.7751	2500mm
R5	7562528.5037	7562231.8724	4000mm
R6	7562534.6212	7562281.1061	2700mm
R7	7562532.7572	7562274.1709	3700mm
R8	7562532.3257	7562271.1195	2200mm
R9	7562538.7000	7562252.2776	3900mm
R10	7562541.9704	7562290.6079	620mm
R11	7562539.4053	7562239.0401	6570mm

FENCE POINTS

NODE	EASTING	NORTHING
F1	7562531.2297	7562247.8201
F2	7562528.9859	7562245.8626
F3	7562514.5708	7562231.8025
F4	7562529.3669	7562225.8088
F5	7562533.3548	7562231.9078
F6	7562544.5024	7562242.1335
F7	7562543.5709	7562247.4474
F8	7562549.9507	7562255.4816
F9	7562564.4414	7562256.4606
F10	7562571.0196	7562267.6011
F12	7562568.8711	7562283.9426
F13	7562525.3107	7562291.0745

LAMPS

NODE	EASTING	NORTHING
LP1	7562549.8232	7562262.5810
LP2	7562534.6152	7562244.6129
LP3	7562514.1968	7562228.9941
LP4	7562582.9127	7562269.6907
LP5	7562538.5808	7562292.4682

RAMP FOOTINGS

NODE	EASTING	NORTHING	ELEV
F1	7562522.4719	7562223.8165	25.13
F2	7562525.8335	7562227.2366	25.12
F3	7562529.1050	7562230.6607	25.11
F4	7562532.5566	7562234.0829	25.10
F5	7562536.9862	7562237.5050	25.09
F6	7562539.2738	7562240.9271	25.08

NOTES

1. ALL DIMENSIONS ARE IN METRES, TO CONVERT TO IMPERIAL EQUIVALENTS DIVIDE BY 0.3048.
2. FIELD SURVEY COMPLETED ON JAN. 29, 2002, JULY 4, 2005, AND JULY 7, 2005, BY HUGHES SURVEYS.
3. ALL COMPILATIONS PERFORMED AND COORDINATES SHOWN ON THIS PLAN ARE BASED ON NEW BRUNSWICK STEREOGRAPHIC DOUBLE PROJECTION AND THE NAD83(CSRS) ELLIPSOID AS REALIZE BY SERVICE NEW BRUNSWICK ADJUSTED COORDINATE SURVEY MONUMENTS.
4. ELEVATIONS ARE GEODETIC DATUM IN METRES REFERRED TO GEODETIC BENCH MARK 77N1291 HAVING AN ELEVATION OF 32.356 METRES AND GEODETIC BENCH MARK 77N1118 HAVING AN ELEVATION OF 5.209 METRES.
5. LOCATION AND SIZE OF UNDERGROUND SERVICES WERE DERIVED FROM VARIOUS SOURCES AND ARE APPROXIMATE ONLY. ACTUAL LOCATION SHOULD BE VERIFIED PRIOR TO ANY CONSTRUCTION ACTIVITY.
6. REPORT ANY DISCREPANCIES TO LANDSCAPE ARCHITECT
7. ALL DIMENSIONS MEASURED FACE TO FACE.
8. MAKE GOOD ALL DISTURBED AREAS
9. COMPLY WITH ALL APPLICABLE CSA STANDARDS AND THE NATIONAL ENERGY BOARD PIPELINE CROSSING REGULATIONS.

Passage

No.	DESCRIPTION	DATE
1	ISSUED FOR WCAP	23.05.09
2	ISSUED FOR TENDER	14.10.05

LEGEND

- PROP FENCELINE
- SILTATION FENCE
- BARRIER
- EXISTING CONTOUR
- TOP OF SLOPE
- PROPOSED LAMP
- 100.00 PROPOSED GRADE

1 / L6 DETAIL NUMBER / DETAIL REFERENCE NODE / SHEET NUMBER

NOTES

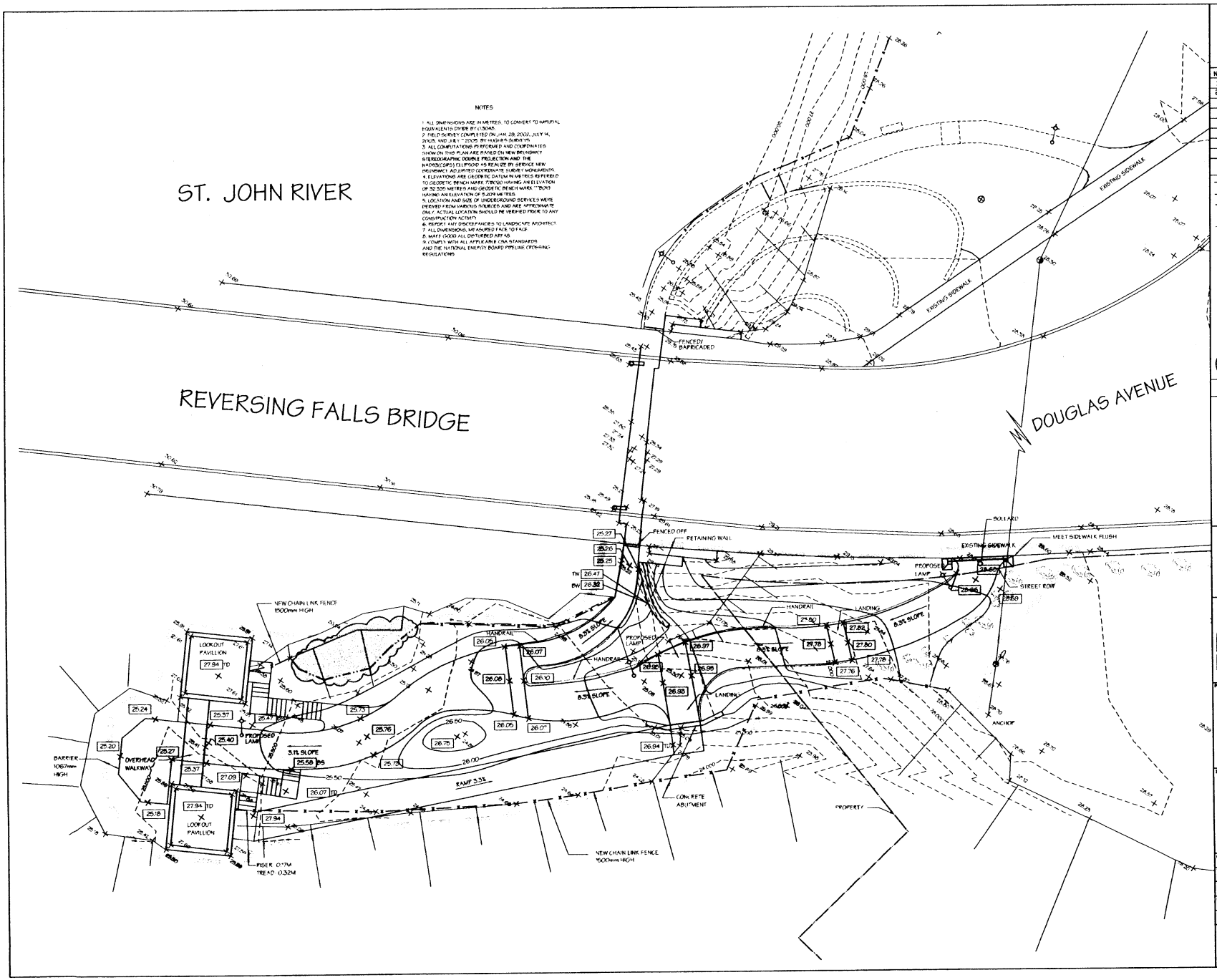
29.06.2007
DANIEL K. GLENN

DANIEL K. GLENN
LANDSCAPE ARCHITECTS & PARK PLANNERS
PH: (506)455-2473
FAX: (506)459-2685

PROJECT TITLE
HARBOUR PASSAGE
REVERSING FALLS LOOKOUT

DRAWING NAME
SITE PLAN

CAD FILE # 0744 L2 LAYOUT	
DATE PRINTED 29.06.2007	DESIGNED BY: DKG
DRAWN BY: FRH	CHECKED BY: DKG, RS
CLIENT PROJECT No: 2007-39	PROJECT NO: 0744
SCALE: 1:100	DATE: 29.06.2007
REV. No. 2	SHEET NUMBER L-2



No.	DESCRIPTION	DATE
1	ISSUED FOR WCAP	23.05.09
2	ISSUED FOR TENDER	14.10.05

LEGEND

- PROP FENCELINE
- SILTATION FENCE
- BARRIER
- EXISTING CONTOUR
- TOP OF SLOPE
- PROPOSED LAMP
- 100.00 PROPOSED GRADE

1/L6 DETAIL NUMBER / DETAIL REFERENCE NODE / SHEET NUMBER

NOTES

GLENN GROUP! LANDSCAPE ARCHITECTS & PARK PLANNERS
PH: 455-2473
FAX: 459-2685

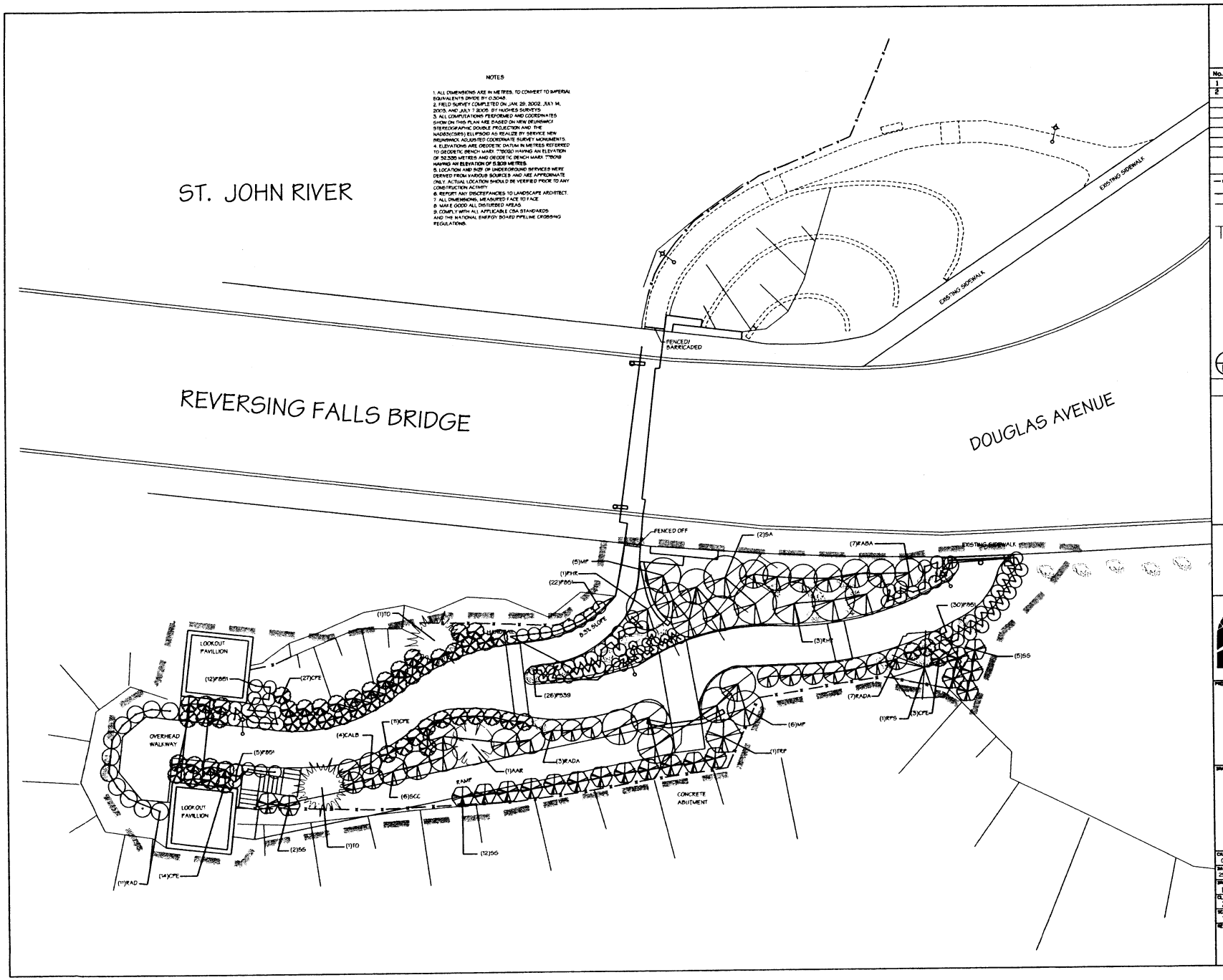
PROJECT TITLE

HARBOUR PASSAGE REVERSING FALLS LOOKOUT

DRAWING NAME

GRADING PLAN

CAD FILE # 0744-LO GRADING	
DATE PRINTED 29.06.2007	DESIGNED BY DKG
DRAWN BY PRH	CHECKED BY DKG, RS
GLOBAL PROJECT No. 2007-39	PROJECT NO 0744
SCALE 1:100	DATED 29.06.2007
REV. No. 2	SHEET NUMBER L-3



No.	DESCRIPTION	DATE
1	ISSUED FOR VCAP	23.05.09
2	ISSUED FOR TENDER	14.10.05

LEGEND

- PROP FENCELINE
- SILTATION FENCE
- BARRIER
- EXISTING CONTOUR
- TOP OF SLOPE
- PROPOSED LAMP
- PROPOSED GRADE
- 1 / L6 — DETAIL NUMBER / DETAIL REFERENCE NODE / SHEET NUMBER

NOTES

GLENN GROUP
LANDSCAPE ARCHITECTS & PARK PLANNERS
PH: 455-2473
FAX: 459-2685

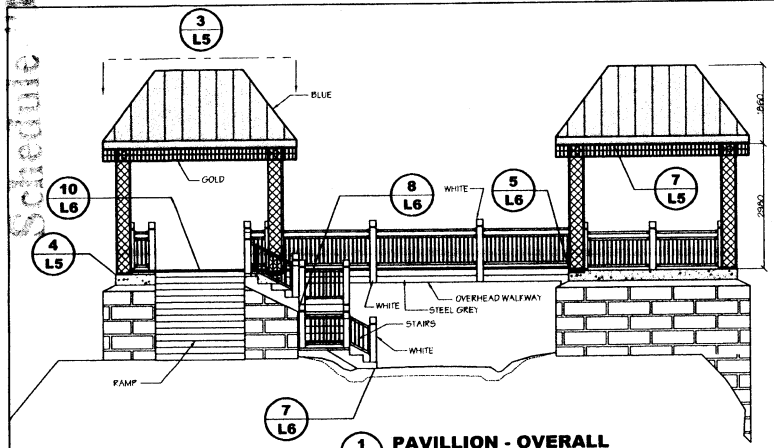
PROJECT TITLE

HARBOUR PASSAGE REVERSING FALLS LOOKOUT

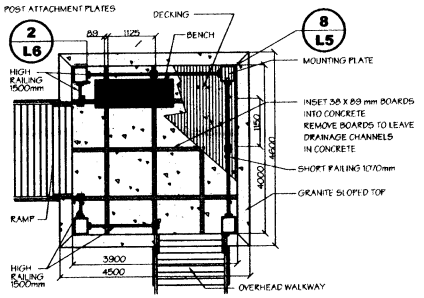
DRAWING NAME

PLANTING PLAN

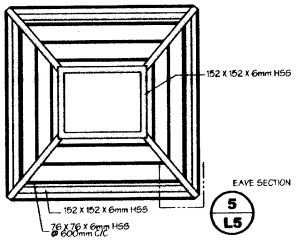
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DATE PRINTED 29-06-2007	DESIGNED BY DKG
DRAWN BY PRH	CHECKED BY DKG, RS
CLIENT PROJECT No. 2007-39	PROJECT NO. 0744
SCALE 1:100	DATE 29-06-2007
REV. No. 2	SHEET NUMBER L-4



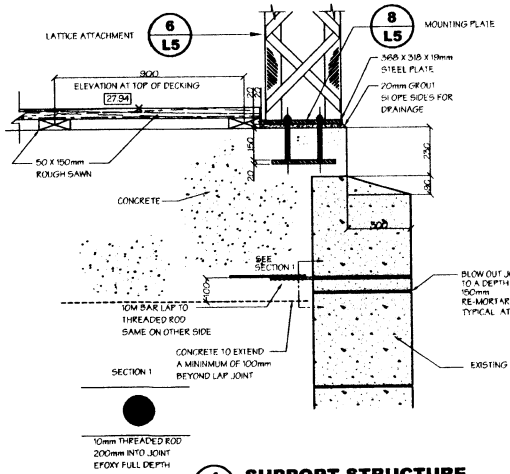
1 L5 PAVILLION - OVERALL
SCALE 1:50



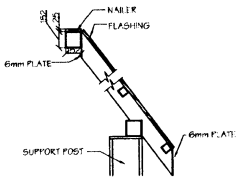
2 L5 PAVILION- FLOOR
SCALE 1:50



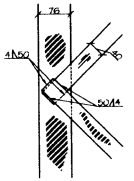
3 L5 ROOF FRAMING
SCALE 1:50



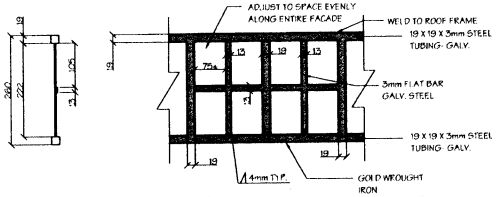
4 L5 SUPPORT STRUCTURE
SCALE 1:10



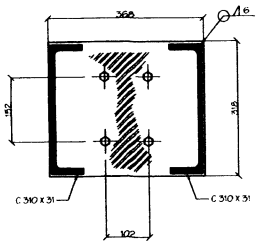
5 L5 EAVE SECTION
SCALE 1:20



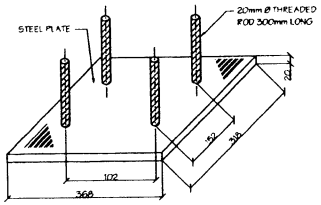
6 L5 LATTICE ATTATCHEMENT
SCALE 1:5



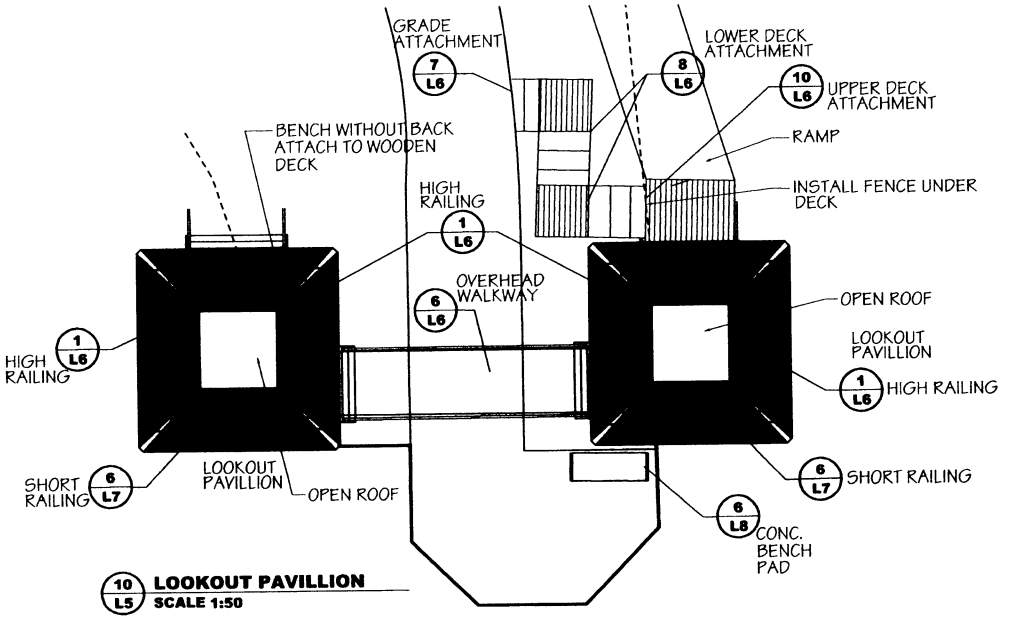
7 L5 DECORATIVE TRIM
SCALE 1:5



8 L5 MOUNTING PLATE
SCALE 1:5



9 L5 MOUNTING PLATE -3D
SCALE 1:5



10 L5 LOOKOUT PAVILLION
SCALE 1:50

REVISIONS

No.	DESCRIPTION	DATE
1	ISSUED FOR WCAP	23.06.09
2	ISSUED FOR TENDER	14.10.05

LEGEND

1 L6 — DETAIL NUMBER / DETAIL REFERENCE NODE / SHEET NUMBER

NOTES

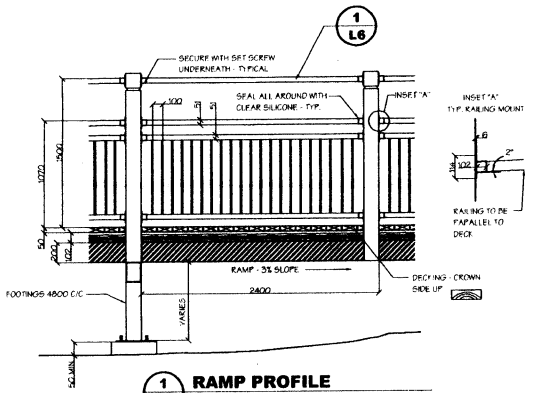
1. REPORT ANY DISCREPANCIES TO LANDSCAPE ARCHITECT
2. ALL DIMENSIONS, MEASURED FACE TO FACE
3. MAKE GOOD ALL DISTURBED AREAS.

GLENN GROUP INC.
LANDSCAPE ARCHITECTS & PARK PLANNERS
PH: 455-2473
FAX: 459-2685

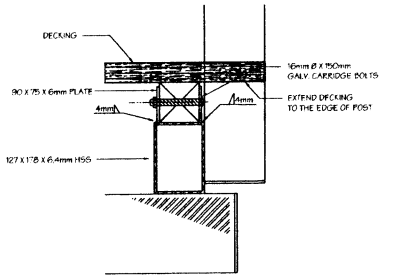
PROJECT TITLE
HARBOUR PASSAGE REVERSING FALLS LOOKOUT

DRAWING TITLE
PAVILION DETAILS

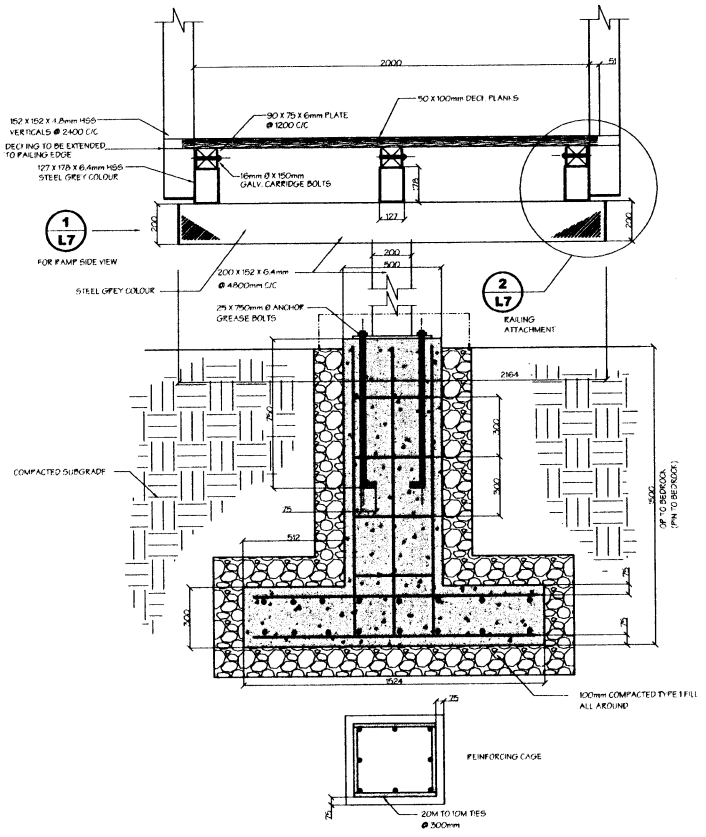
FILE REF: 0541-DETAILS	
DATE PRINTED: 14-10-05	DESIGNED BY: DKG
DRAWN BY: FRH	CHECKED BY: DKG
CLIENT PROJECT No: 2005-31	PROJECT No: 0541
SCALE: AS SHOWN	DATE: 14-10-05
REV. No: 2	DRAWING NUMBER: L-5



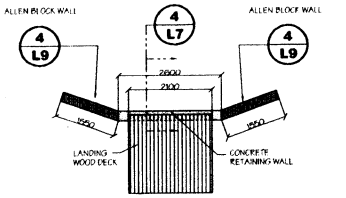
1 / L7 RAMP PROFILE
SCALE 1:20



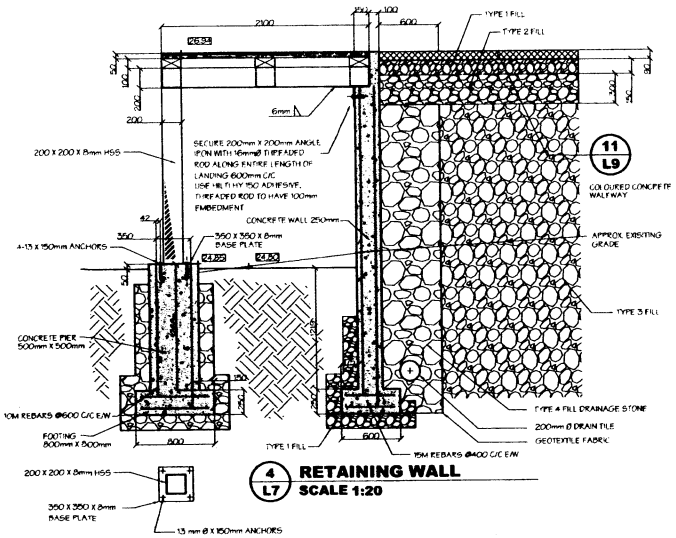
2 / L7 RAMP RAILING ATTACHMENT
SCALE 1:5



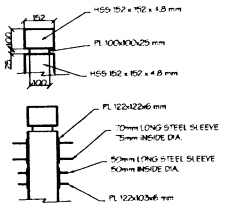
3 / L7 RAMP SECTION
SCALE 1:10



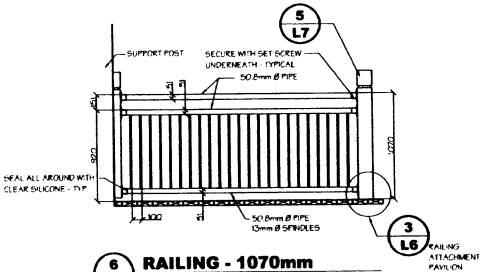
PLAN VIEW



4 / L7 RETAINING WALL
SCALE 1:20



5 / L7 POST DETAIL
SCALE 1:10



6 / L7 RAILING - 1070mm
SCALE 1:20

No	DESCRIPTION	DATE
1	ISSUED FOR WCAP	25.05.09
2	ISSUED FOR TENDER	14.10.05

LEGEND

1 / L6 — DETAIL NUMBER / DETAIL REFERENCE NODE / SHEET NUMBER

NOTES

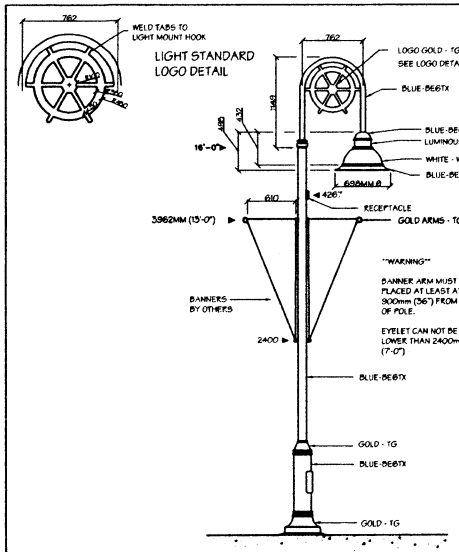
1. REPORT ANY DISCREPANCIES TO LANDSCAPE ARCHITECT
2. ALL DIMENSIONS, MEASURED FACE TO FACE.
3. MAKE GOOD ALL DISTURBED AREAS.

GLENN GROUP
LANDSCAPE ARCHITECTS & PARK PLANNERS
PH: 455-2473
FAX: 459-2685

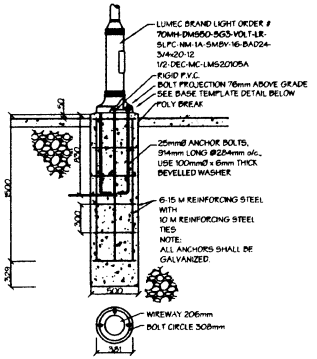
PROJECT TITLE
HARBOUR PASSAGE REVERSING FALLS LOOKOUT

DRAWING NAME
DETAILS

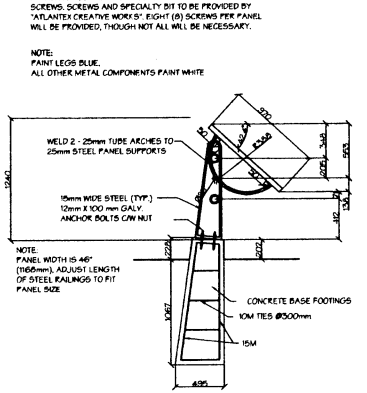
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DATE PRINTED 14.10.05	DRAWN BY DKG
DESIGNED PRH	CHECKED BY DKG
WORK ORDER # 2005-31	PROJECT NO 0541
SCALE AS SHOWN	DATE 14-10-05
DWG No 2	DRAWING NUMBER L-7



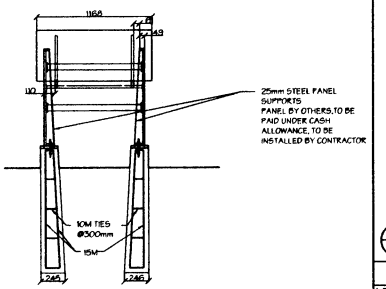
1 L8 LIGHT STANDARD
SCALE 1:25

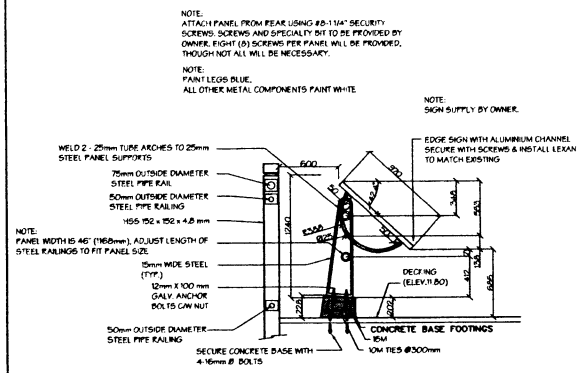


2 L8 LIGHT STANDARD BASE
SCALE 1:25

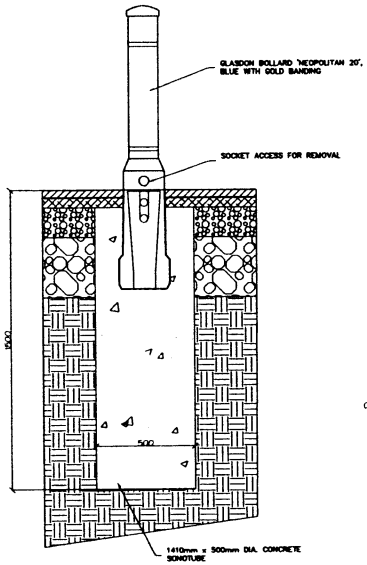


3 L8 INTERPRETIVE SIGN
SCALE 1:20

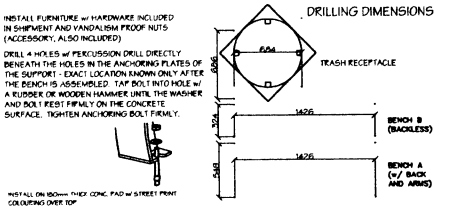




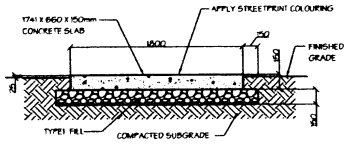
2 L7 INTERPRETIVE SIGN - DECK MOUNTED
SCALE 1:20



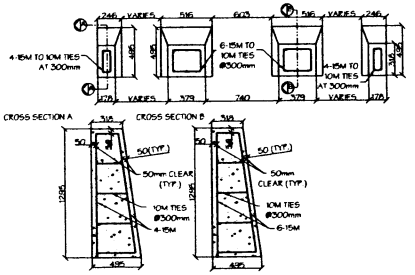
7 L8 BOLLARD
SCALE 1:10



5 L8 BENCH & WASTE RECEPTICLE MOUNTING
SCALE 1:20



6 L8 CONC. BENCH PAD
SCALE 1:20



8 L8 SIGN FOOTINGS
SCALE 1:20

NOTE:
Concrete
All materials and work to CAN/CSA-A23.1 - latest edition
Minimum strength at 28 days, 25 Mpa for interior concrete, 32 Mpa for exterior.
Air/slump/aggregate/admixtures as per A23.1.
all concrete to be vibrated.
Anchor bolts minimum 300 W material, to be set prior to placing of concrete.
Slab control joints to be 5 mm thick, 1/3± deep, maximum spacing of 36± for plain, (unreinforced), concrete Maximum aspect ratio to be 1.5:1. Isolation joints around all columns
Wall vertical control joints @ 15 m maximum, with most desirable spacing at 5 m maximum, under every opening and not more than 3 m from corners.
Form work to be left in place for a minimum of 48 hours for footings.
72 hrs for walls.
Concrete curing and protection to A23.1...continuous water cure for structural slabs above 25 degrees C.
All grout is non-shrink, minimum 28 day strength of 50 Mpa.
All footings to be placed on original ground.
- ties/stirrups, 30 mm
- slabs/walls, 20 mm

No.	DESCRIPTION	DATE
1	ISSUED FOR WCAP	23.05.09
2	ISSUED FOR TENDER	14.10.05

LEGEND

1 / L6 — DETAIL NUMBER / DETAIL REFERENCE NODE / SHEET NUMBER

NOTES

1. REPORT ANY DISCREPANCIES TO LANDSCAPE ARCHITECT
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3. MAKE GOOD ALL DISTURBED AREAS.

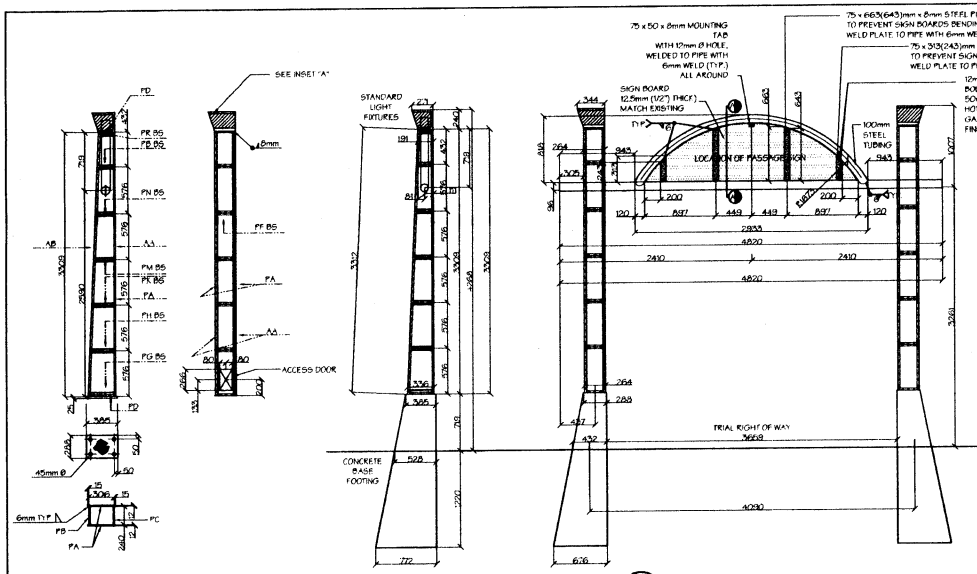
GLENN GROUP
LANDSCAPE ARCHITECTS & PARK PLANNERS
PH: 455-2473
FAX: 459-2685

PROJECT TITLE
HARBOUR PASSAGE REVERSING FALLS LOOKOUT

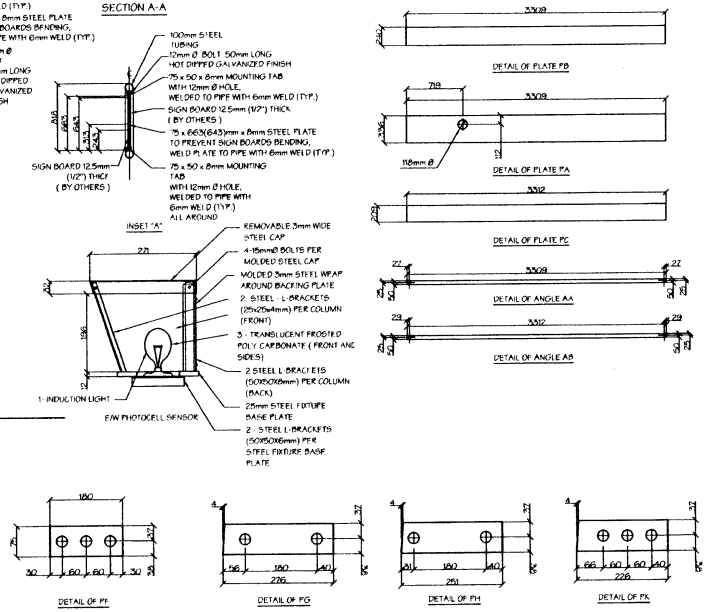
DRAWING TITLE
DETAILS

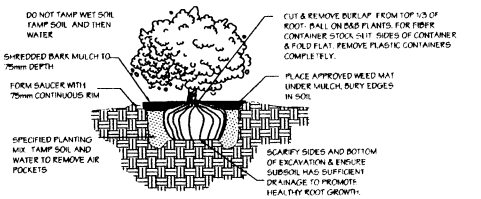
CAD FILE #	0541 DETAILS
DATE THIS ISSUE	14-10-05
DRAWN BY:	PRH
CHECKED BY:	DKG
SCALE	AS SHOWN
DATE	14-10-05
JOB PROJECT No.	2005-31
PROJECT NO	0541

SHEET No. 2 | SHEET NUMBER L-8

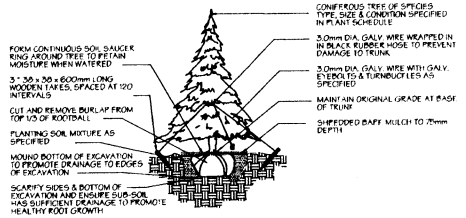


1 L10 TRAIL HEAD DETAIL
SCALE 1:25

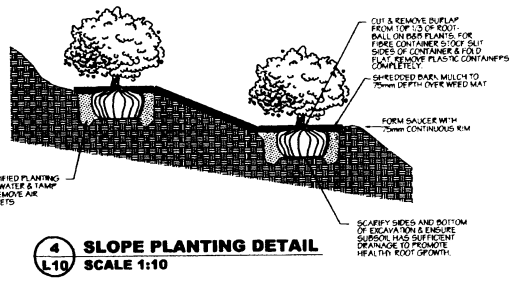




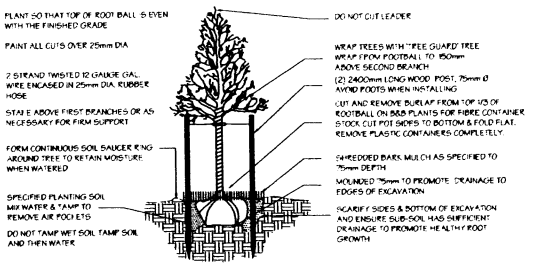
2 L10 SHRUB PLANTING
SCALE 1:10



3 L10 CONIFEROUS TREE
SCALE 1:10



4 L10 SLOPE PLANTING DETAIL
SCALE 1:10



5 L10 DECIDUOUS TREE
SCALE 1:10

No.	DESCRIPTION	DATE

LEGEND

1 / L6 — DETAIL NUMBER / DETAIL REFERENCE NODE / SHEET NUMBER

NOTES

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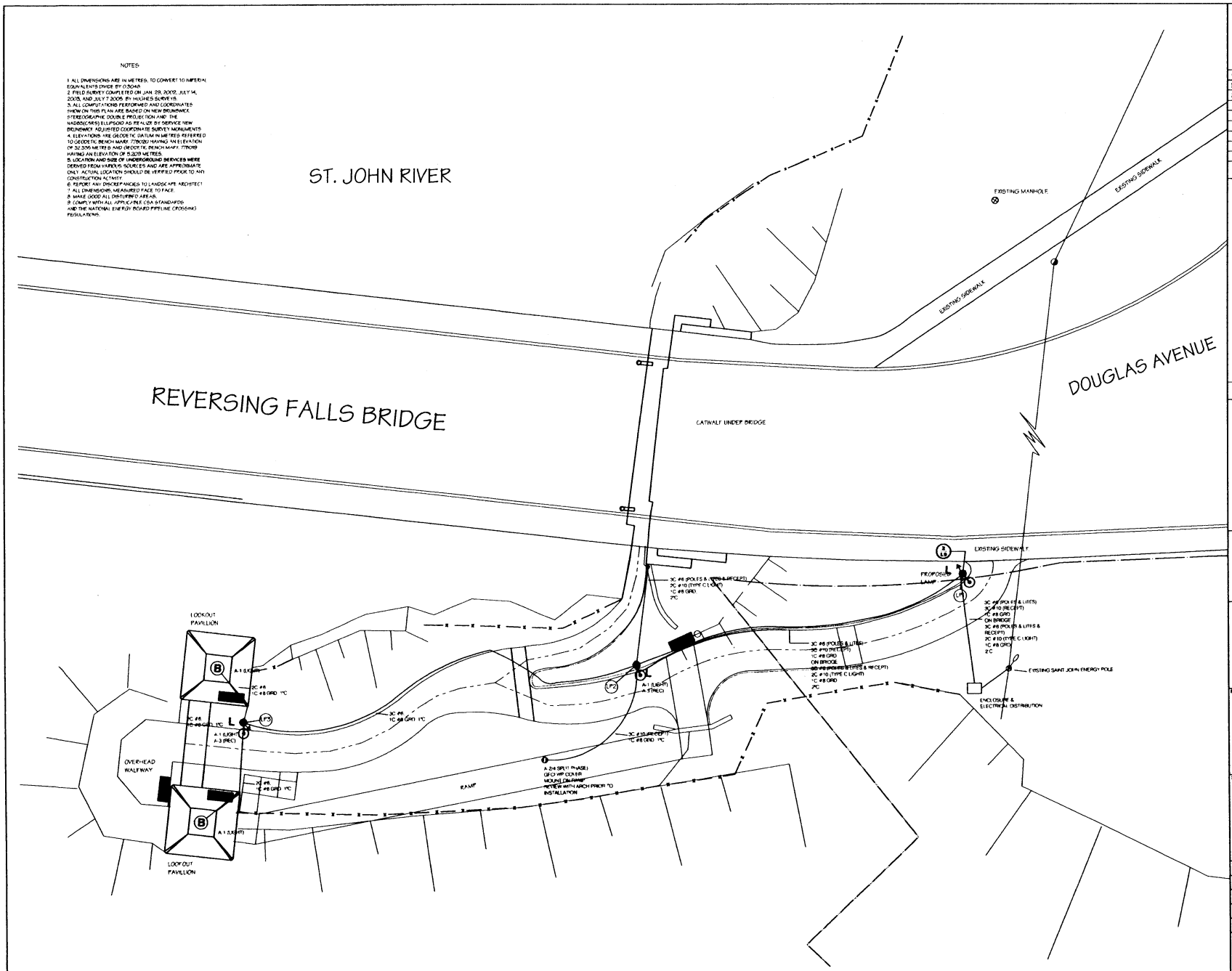
GLENN GROUP INC.
LANDSCAPE ARCHITECTS & PARK PLANNERS
PH: 455-2473
FAX: 459-2685

HARBOUR PASSAGE REVERSING FALLS LOOKOUT

TRAILHEAD DETAILS

0541 DETAILS	
14-10-05	DKG
FRH	DKG
2005-31	0541
AS SHOWN	14-10-05

2 | L-10



Passage

No.	DESCRIPTION	DATE
1	ISSUED FOR VCAP	23.05.09
2	ISSUED FOR TENDER	14.10.05

LEGEND

CONTRACT LIMIT LINE

PROP FENCELINE

TOP OF SLOPE

1 / L6 DETAIL NUMBER / DETAIL REFERENCE NODE / SHEET NUMBER

NOTES

ELECTRICAL CONSULTANT

K.M. CARSON LIMITED

P.O. Box 2844 Bus: (506)-850-0750
Saint John, N.B. Fax: (506)-852-6142
E2L 4Z1

GLENN GROUP
LANDSCAPE ARCHITECTS & PARK PLANNERS
PH: (506)455-2473
FAX: (506)459-2685

PROJECT TITLE

HARBOUR PASSAGE REVERSING FALLS LOOKOUT

DRAWING NAME

ELECTRICAL

CAD FILE # 0744 E1-E5.DWG	
DATE PRINTED 20-07-2007	DESIGNED BY K.M.C.
DRAWN BY Y.C.	CHECKED BY K.M.C.
CLIENT PROJECT No. 2007-39	PROJECT NO. 0744
SCALE 1:200	DATE 20-07-2007
REV. No. 2	SHEET NUMBER E-1

Schedule D

ELECTRICAL SPECIFICATION

1.0 GENERAL CONDITIONS

THE PROJECTS GENERAL CONDITIONS, SPECIFICATION AND DRAWINGS SHALL FORM PART OF THE CONTRACTORS WORK.

ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITION OF THE CANADIAN ELECTRICAL CODE, SERVICE ENTRANCE STANDARDS, APPLICABLE CODES AND BY LAWS.

THE CONTRACTOR SHALL SUPPLY NEW MATERIALS AS SPECIFIED. WERE MATERIALS ARE NOT SPECIFIED, MATERIALS TO BE OF BEST QUALITY.

SUPPLY AND INSTALL ALL MATERIALS NEEDED TO MAKE THE ELECTRICAL INSTALLATIONS COMPLETE AND OPERATING.

2.0 SCOPE OF WORK

THE SCOPE OF WORK CONSISTS OF BUT MAY NOT BE LIMITED TO THE SUPPLY AND INSTALLATION OF

- 60A 120/240V, 1 PHASE UNDERGROUND DUCT TO SAINT JOHN ENERGY POLE. POLE RISER (GROUNDING, ETC. TO SJ ENERGY STANDARDS.

- DISTRIBUTION ENCLOSURE (DE-4) FEMAC 4 STAINLESS STEEL C/W UTILITY METERING, COMBINATION LOAD CENTER, LIGHTING CONTACTORS AND RELAYS, PHOTOCELL, ELECTRIC HEATER AND THERMOSTAT, ETC. SIZE ENCLOSURE TO SUIT INSTALLED EQUIPMENT.

- FEEDER CONDUCTORS, BRANCH CIRCUIT CONDUCTORS AND GROUND CONDUCTORS.

- GROUND RODS, AS INDICATED.

- UNDERGROUND DUCT SYSTEM FOR FEEDER AND BRANCH CIRCUIT WIRING.

- POLES, LIGHTING FIXTURES AND LAMPS.

3.0 REFERENCE DRAWINGS

REVIEW AND BECOME FAMILIAR WITH ALL PROJECT DOCUMENTS. DETAILS WITH RESPECT TO THE ELECTRICAL INSTALLATIONS MAY BE FOUND ON OTHER PROJECT DRAWINGS

- TYPE L (FIXTURE AND POLE), SEE DWG L-9

4.0 ELECTRICAL EQUIPMENT

MATCH OR EXCEED IN QUALITY THE ELECTRICAL EQUIPMENT INSTALLED IN HARBOUR PASSAGE PHASE 1 & 2

- ENCLOSURE: HAMMOND ECLIPSE SERIES, 304 STAINLESS STEEL NEMA 4X
- METER SOCKET: MICROLECTRIC BA3 SERIES, SHALLOW SQUARE 100A
- LOADCENTRE: CUTLER-HAMMER BAB, SEE DISTRIBUTION DETAILS
- LIGHTING CONTACTORS: ALLEN BRADLEY 100L SERIES ELECTRICALLY HELD
- ENCLOSURE THERMOSTAT: TRADELINE #1408A1786
- STRIP HEATER: CALORITECH #SS1052
- PHOTOCELL: INTERMATIC #K4121
- TIME CLOCK: INTERMATIC # T7401B, 7 DAY DIAL

6.0 LIGHTING CONTROL

CONTROL ON LIGHTING CONDUCTORS

- PHOTOCELL (ON AT DUSK)
- TIME CLOCK (ADJUSTING ON/OFF)

ONE LIGHTING CONTACTOR PER LIGHTING CCT

LEGEND

- PF — POLE OR FIXTURE IDENTIFICATION NUMBER
- B — FIXTURE TYPE B, KEENE SPECTRALYTE PULSE START 175W METAL HALIDE CAT # SPPS-175W S WG-15-SP 120 xx LAMP: 175W ED17 MEDIUM FINISH COLOUR TO BE SELECTED INSTALL IN TOP OF PAVILION INTERIOR.
- C — TYPE C, KEENE PENTAFLOOD PF2 MOUNTING: YOKE C/W NECESSARY FITTING & HARDWARE VOLT: 120V LAMP: 70W METAL HALIDE REFLECTOR: PLNW COLOUR: BRONZE INSTALL ON EXISTING LIGHT POLE
- L — FIXTURE TYPE L, DECORATIVE POLE AND FIXTURE CAT #, SEE DWG L-9 LAMP: SEE DWG L-9

  DECORATIVE POLE, SEE DWG. L-9

- 4-15 (Light) A-19 (Rec) — (BRANCH CIRCUIT DESIGNATION) A – PANELBOARD ID 15 – BRANCH CIRCUIT NUMBER (Light) – CIRCUIT FOR POLE LIGHT (Rec) – CIRCUIT FOR POLE RECEPTACLE
- PULL PIT — PULL PIT

  INSTALL PULL PITS, AS REQUIRED, TO SUIT DUCT INSTALLATION AND PER THE CEC FOR TOTAL BENDS, PULL DISTANCES, ETC
- 3M GROUND ROD c/w #6 GRD TO POLE BASE AND GROUND WIRE AT POLE AND STRUCTURE BASES AS INDICATED
- (8C #6 2") & 1C #8 GRD

  (8C #6 2")

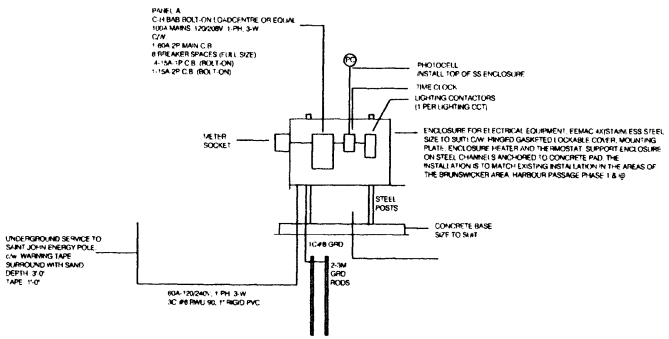
  8C = NUMBER OF CONDUCTORS, QUANTITY AS INDICATED
  #6 – #6 RWU 90 COPPER, SIZE AS INDICATED
  2" – DUCT OR POLYPIPE (POLYPIPE OF A TYPE APPROVED FOR ELECTRICAL INSTALLATIONS)

  TECK CABLE AS INDICATED ON BRIDGE

  1C #8 GRD

  BARE COPPER GROUND IN TRENCH OUTSIDE DUCT. CONNECT TO INDIVIDUAL POLE BASES AND POLE GROUND RODS

  TRENCH DETAILS
  WARNING TAPE: 12" BELOW SURFACE
  DUCT DEPTH: 24" BELOW SURFACE
  6" SAND BASE AROUND DUCTS



REVERSING FALLS ENCLOSURE & ELECTRICAL DISTRIBUTION EQUIPMENT (N1S)

No.	DESCRIPTION	DATE
1	ISSUED FOR WCAP	23.05.09
2	ISSUED FOR TENDER	14.10.05

LEGEND

1 / L6 — DETAIL NUMBER / DETAIL REFERENCE NODE / SHEET NUMBER

NOTES

ELECTRICAL CONSULTANT

K.M. CARSON LIMITED

P.O. Box 2844 Saint John, N.B. E2L 4Z1

Bus: (506)-658-0759 Fax: (506)-652-8142

GLENN GROUP INC. LANDSCAPE ARCHITECTS & PARK PLANNERS

PH: (506)455-2473 FAX: (506)459-2685

PROJECT TITLE

HARBOUR PASSAGE REVERSING FALLS LOOKOUT

DRAWING NAME

ELECTRICAL SPECIFICATION AND LEGEND

CAD FILE # 0744 E1 E5.DWG	
DATE PRINTED 20-07-2007	DESIGNED BY K.M.C.
DRAWN BY K.M.C.	CHECKED BY K.M.C.
CLIENT PROJECT No 2007-39	PROJECT NO 0744
SCALE	DATE 20-07-2007
REV. No. 2	SHEET NUMBER E-2

SCHEDULE "C"

1. All work within the highway corridor will require signage according to the NBDOT Work Area Traffic Control Manual.

2. If NBDOT should require a portion of the property for any bridge maintenance purposes, the City of Saint John, at its own expense, will be responsible for closing or removing any portion of the Trail to accommodate those maintenance activities for the duration necessary.

3. A surety, in the amount of $10,000 shall be held on a without interest basis until construction is complete.

4. The Applicant shall indemnify and save harmless the Minister from and against all liabilities, damages, claims, suits and actions whatsoever resulting in any way from the construction, maintenance or the operation of the Trail.

M & C –2007-278

August 24, 2007

His Worship Mayor Norm McFarlane and
Members of Common Council

Your Worship and Councillors:

SUBJECT: **STOP-UP AND CLOSURE OF PORTIONS OF TUDOR LANE AND WOODHAVEN DRIVE**

BACKGROUND:

On June 20, 2005, Common Council gave assent to a subdivision plan that would vest an undeveloped extension of Tudor Lane (formerly Woodhaven Drive) street right-of-way. Previously, the title of this parcel was unclear. The assent by Council resolved any question of ownership of this parcel.

ANALYSIS:

NJP Developments Inc. is now requesting that the City Stop-Up and Close a 1,151 square metre portion of Tudor Lane and an 849 square metre portion of Woodhaven Drive (see attached plan). These two sections of right-of-way remain undeveloped, except for an ad hoc pedestrian pathway and municipal services. City Engineering has no objection to the sale of this property, provided the necessary land interests are retained for its existing infrastructure.

NJP is negotiating to acquire a significant portion of the above noted property to be consolidated with their adjoining lands. The increased size of the NJP property would allow them to construct additional dwelling units. In addition, a small sliver of the "to be" closed right-of-way would be consolidated with an adjoining property that has been developed for many years with townhouse units. Although there are a few details yet to be resolved, staff is close to reaching an agreement with both parties. Staff would provide a further report to Council for their consideration in this matter. The recommendation contained in this report will facilitate the process for street closures of the subject property.

RECOMMENDATION:

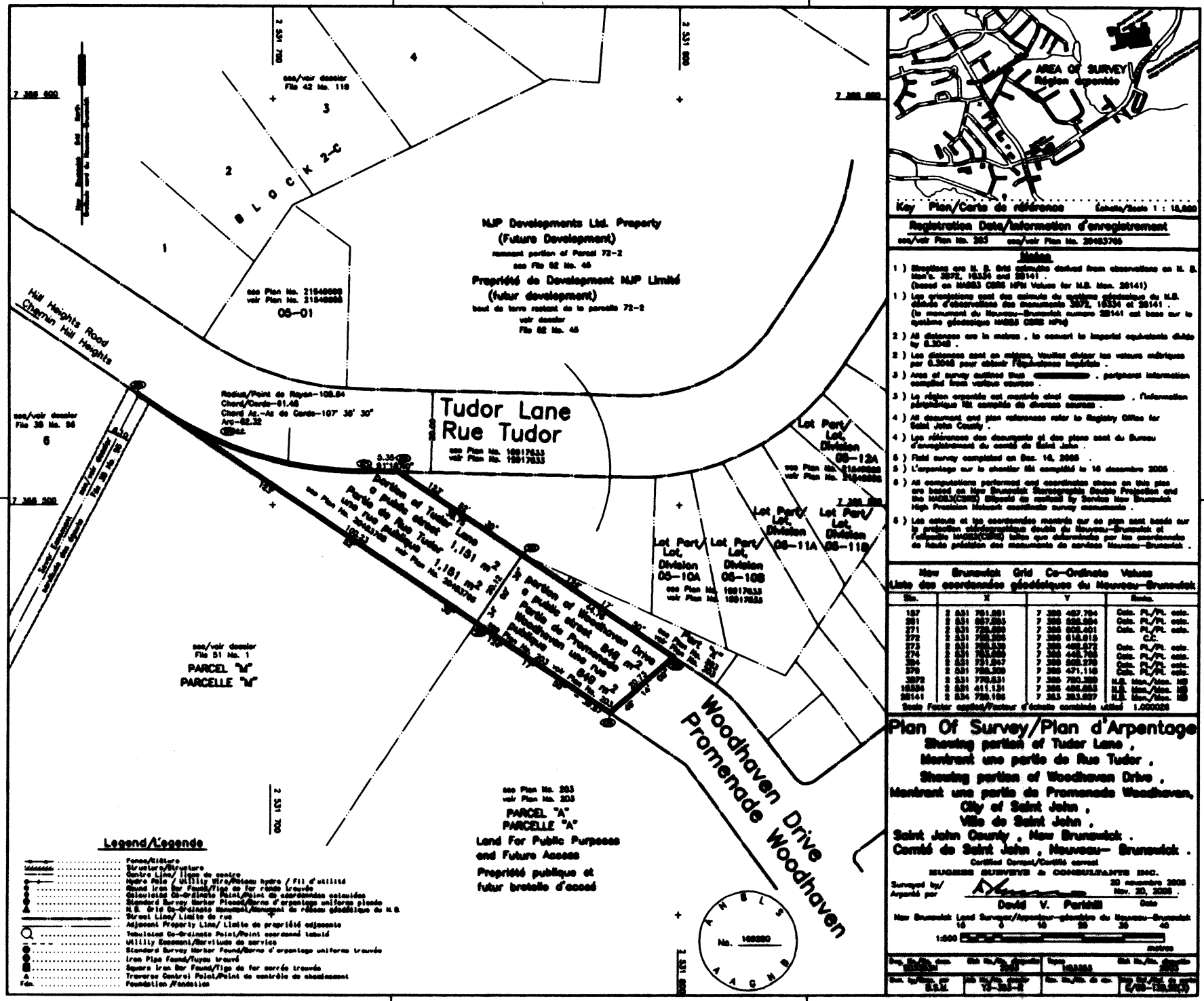
That the Public Hearing for the consideration of the passing of a By-law to Stop Up and Close an 1,151 square metre ± portion of a public street known as Tudor Lane and an 849 square metre ± portion of a public street known as Woodhaven Drive, be set for Monday, September 24, 2007 at 7:00 p.m. in the Council Chamber.

Respectfully submitted,

Jim R. Baird, MCIP
Commissioner
Planning and Development

Terrence Totten, F.C.A.
City Manager

CL/c


Tudor Lane
Rue Tudor
Woodhaven Drive
Promenade Woodhaven
Hill Heights Road
Chemin Hill Heights
BLOCK 2-C
NJP Developments Ltd. Property
(Future Development)
Propriété de Développement NJP Limité
(futur développement)
PARCEL "M"
PARCELLE "M"
PARCEL "A"
PARCELLE "A"
Land For Public Purposes and Future Access
Propriété publique et futur bretelle d'accès
AREA OF SURVEY
Région arpentée
Key Plan/Carte de référence
Registration Data/Information d'enregistrement
Notes
Legend/Légende
Plan Of Survey/Plan d'Arpentage
Showing portion of Tudor Lane,
Montrant une partie de Rue Tudor,
Showing portion of Woodhaven Drive,
Montrant une partie de Promenade Woodhaven,
City of Saint John,
Ville de Saint John,
Saint John County, New Brunswick.
Comté de Saint John, Nouveau- Brunswick.
EUGENE SURVEYS & CONSULTANTS INC.
David V. Perlotti
New Brunswick Land Surveyor/Arpenteur-géomètre du Nouveau-Brunswick
1:500
metres

REPORT TO COMMON COUNCIL

The City of Saint John

M & C – 2007

August 24, 2007

His Worship Mayor Norm McFarlane
And Members of Common Council:

SUBJECT: The O.N.E. (Old North End) Change Presentation to Common Council and the North End Community Centre

BACKGROUND:

On July, 2007, representatives from the ONE Change made a presentation to council providing an update of activities, on going projects, and future plans which included a request to operate the North End Community Centre.

The City of Saint John has operated the NECC since it was built in 1979. The building is a city owned facility connected to Lorne School and shares a common gymnasium. All programming and maintenance of the facility is provided by Leisure Services staff.

The ONE Change was established through the initiative of the Saint John Police Force calling a community meeting (2004) to discuss the frequency of calls for assistance from the North End community. Attendees at the initial meeting included staffs of Lorne School, Leisure Services Department, local churches, parents, Housing Alternatives Inc. and Saint John Police. The North End Community Centre and its staff became important parts of the forming and development of this program. Thus, Leisure Services has been a major contributor and member of ONE Change since its inception.

ANALYSIS:

Recreation is very important in the North End of the City. This area is generally made up of families and individuals of lower socio-economic status that places them in need of many avenues of assistance. The NECC has provided much leadership and opportunity for the residents of the area since it opened almost 30 years ago. Through the presentation to Council by ONE Change there were some statements made that the staff of Leisure Services wishes to comment on and to clarify. First of all, programming at all of the City's community centres is similar and have basically the same amount of resources available. Since the NECC was compared to the Carleton Community Centre (CCC) sighting differences in programming and levels of support, it is only appropriate to outline the

various programs at each centre. The NECC operates a similar type program as the CCC. Both centres program seasonal activities with one Centre Director and several (approx 7) part-time staff. Activities include ball hockey, basketball, cheerleaders, after school programs and adult rentals, computer access, special holiday events (Christmas Break, March Break, and Summer Playgrounds) along with Senior Citizen clubs and CASP (adult education) programs. This equality is supported by similar operating budgets. The CCC has a yearly operating budget of $143,200 and the NECC has a yearly operating budget of $119,600 (CCC has a slightly larger budget to accommodate the higher building maintenance requirements). The greatest difference in the output of the two centres is that CCC has a strong volunteer advisory board that supports and supervises programs and successfully fundraises for various projects and events. This partnership is important for CCC and one of the main reasons for it being a successful operation on the Lower West Side. The birth and development of a partnership with ONE Change can and will provide the NECC with an opportunity to enhance and expand its community programs as well.

The ONE Change was able to receive grants for programs and staff that led to increased recreational opportunities for the North End residents. As well, ONE Change provided a greater avenue for the North End residents to be heard. The staff of NECC provided a facility and programming expertise which assisted to successfully operate these programs. Unfortunately, ONE Change has lost a major grant that included funding for their coordinator. This coordinator was responsible for the majority of the planning and coordination for the ONE Change activities. Most of the planning at the centre was a collaboration between the ONE Change Coordinator and the Leisure Services Coordinator at the NECC. The loss of their year-round funding will have a great impact on their volunteer organization.

Since ONE Change is primarily a volunteer organization, the lost funding will create a void in the partnership programs between the ONE Change and the NECC this coming fall/ winter season. However, the solution is not giving the management responsibilities of the NECC to ONE Change or any volunteer group. The North End community is a challenging environment. There is a great difference between a professional staff person (with support from the entire City organization for hiring, training, technical issues, maintenance and staffing) and a volunteer group who commit their ‘spare’ time (after a full day of regular work) to supervising a successful program. Beyond the regular programming needs, staff at all community centres face physical and verbal abuse throughout the year which is not a good situation to encourage continued volunteerism. Leisure Services’ staff has worked with many volunteers to deliver a positive recreational experience. They provide the support necessary to encourage and retain volunteers, ensure consistent programming, provide professional expertise through university educated staff and drawing from over 100 years of experience in the recreation business.

There has been continual discussion between staff of Leisure Services and the ONE Change. It has been difficult to pinpoint what the real issues are other than loss of funding by the ONE Change. Staff is prepared to adjust programming to accommodate any needs of the community it serves. To address the immediate concern for the loss of a coordinator position for ONE Change, Leisure Services will hire a full time casual staff person for the

remainder of the 2007 season and seek longer range funding through the 2008 budget process. There is a recognized need to have a person working more with the community at large. As it is, Leisure Services' staff is limited to working primarily within the community centre. This may also assist in filling the void left by the reduced funding for the ONE Change staff person. As well, the Leisure Services Coordinator responsible for NECC has been relocated from an Adelaide St. office to a permanent location at NECC.

Attached is a listing of all the programming offered at NECC during the Fall and Winter (September to May) months. The summer playground program replaces summer programming at the centres.

FINANCIAL:

The necessary funds for an additional fulltime casual person are available within the 2007 Leisure Services budget.

RECOMMENDATION:

It is recommended that this report be received and filed.

Respectfully submitted,

Bernie Morrison
Commissioner of Leisure Services

Terrence L. Totten, C.A.
City Manager

North End Community Centre

195 Victoria Street • Saint John, NB • E2K 1L7 • 658-2980

Fall & Winter Programs 2006

Greg Cutler, Leisure Services Coordinator

Monday	***Program***	***Ages***
12:30 p.m. - 4:00 p.m.	North End Silver Threads	Seniors
6:00 p.m. - 11:00 p.m.	Gym Rental Available	Adult

Tuesday	***Program***	***Ages***
12:30 p.m. - 4:00 p.m.	Happy Gang Seniors	Seniors
3:00 p.m. - 4:30 p.m.	Games Room Activities	6 - 12 yrs
6:00 p.m. - 7:00 p.m.	Pounds Off	Adult
6:00 p.m. - 7:30 p.m.	Games Room Activities	6 - 12 yrs
6:00 p.m. - 7:30 p.m.	NECC Youth Group (bingo, arts & crafts, cooking, contests!)	6 - 12 yrs
6:00 p.m. - 7:30 p.m.	Mini Ball Hockey	6 - 12 yrs
7:30 p.m. - 9:00 p.m.	Weight Room	15 - 17 yrs
7:30 p.m. - 9:00 p.m.	Teen Co-ed Volleyball	13 - 17 yrs
7:00 p.m. - 9:00 p.m.	Kung Fu	Adult
7:30 p.m. - 9:00 p.m.	Games Room Activities	13 - 17 yrs
7:30 p.m. - 9:00 p.m.	Teen Room Pool League	13 - 17 yrs
9:15 p.m. - 11:00 p.m.	Basketball	Adult

Wednesday	***Program***	***Ages***
3:00 p.m. - 4:30 p.m.	Crafts & Games Corner	6 - 12 yrs
6:00 p.m. - 7:30 p.m.	Cheerleading (Youth Program)	6 - 12 yrs
6:00 p.m. - 7:30 p.m.	Games Room Activities	6 - 12 yrs
6:00 p.m. - 7:30 p.m.	Mini Coed Gym Activities/Games	6 - 12 yrs
7:30 p.m. - 9:00 p.m.	Cheerleading (Teen Program)	13 - 17 yrs
7:30 p.m. - 9:00 p.m.	Teen Coed Lacrosse	13 - 17 yrs
7:30 p.m. - 9:00 p.m.	Games Room/Teen Room Activities	13 - 17 yrs
7:30 p.m. - 9:00 p.m.	Weight Room	15 - 17 yrs
9:00 p.m. - 11:00 p.m.	Gym Rental Available	Adult

Thursday	***Program***	***Ages***
3:00 p.m. - 4:30 p.m.	*Crafts & Games Corner*	6 - 12 yrs
6:00 p.m. - 7:30 p.m.	*Games Room Activities*	6 - 12 yrs
6:00 p.m. - 7:30 p.m.	*NECC Youth Group*	6 - 12 yrs
6:00 p.m. - 7:30 p.m.	*Mini Coed Soccer*	6 -12 yrs
7:30 p.m. - 9:00 p.m.	*Weight Room*	15 - 17 yrs
7:00 p.m. - 9:00 p.m.	*Kung Fu*	Adult
7:30 p.m. - 9:00 p.m.	*Teen Basketball*	13 - 17 yrs
7:30 p.m. - 9:00 p.m.	*Teen Room/Games Room Activities*	13 - 17 yrs
9:15 p.m. - 11:00 p.m.	*Basketball*	Adult

Friday	***Program***	***Ages***
10:30 a.m. – 12:30 p.m.	Babies in Motion: Moms and babies information and play group (Every Second Friday Beginning Sept 17)	5 and Under
3:00 p.m. - 4:30 p.m.	Games Room Activities	6 - 12 yrs
6:00 p.m. - 7:30 p.m.	Youth Dance – cost $2.00	6 - 12 yrs
7:30 p.m. - 9:00 p.m.	Teen Dance – cost $2.00	13 - 17 yrs

Saturday	*Program*	*Ages*
	Gym Activities	6 - 12 yrs
9:00 a.m. - 12:00 Noon		
	Teen Room	13-17 yrs
10:00 a.m. - 4:00 p.m.		
	Games Room Activities	6 - 17 yrs
10:00 a.m. - 12:00 Noon		
	Centre Closed for Lunch	
12:00 p.m. - 12:30 p.m.		
	Cheerleading (Youth Program)	6 - 12 yrs
12:30 p.m. - 2:00 p.m.		
	Open Games Room	13 - 17 yrs
1:00 p.m. - 4:00 p.m.		
	Teen Basketball	13 - 17 yrs
1:00 p.m. - 2:00 p.m.		
2:00 p.m. - 4:00 p.m.	Teen Ball Hockey	13 - 17 yrs
2:00 p.m. - 3:30 p.m.	Cheerleading (Teen Program)	13 - 17 yrs
4:00 p.m. - 9:00 p.m.	Gym & Room Rental Available	Adult

Sunday	*Program*	*Ages*
	Main Street Baptist Sunday School	Youth
9:00 a.m. - 11:00 a.m.		
	Room Rentals Available	Adult
11:00 a.m. - 11:00 p.m.		
11:00 a.m. - 11:00 p.m.	Gym Rentals Available	Adult

North End Community

V.O.N. Foot Clinic – 2nd Tuesday of the Month Volunteers and Community Groups Welcome

Walk & Talk Program

A 12 week series for adults called ***"Step into Life"***. Join us every Tuesday night at the North End Community Centre from 6:30 p.m. to 8:00 p.m. There will be a new topic every week as we walk throughout the North End. Topics may include nutrition, fitness, astronomy and even ghost stories. Refreshments will be available after the walk.

C.A.S.P.

In partnership with the Province of New Brunswick's Community Academic Services Program, NECC will host an adult (18 yrs +) school upgrading program

Amenities / Rentals:

Rooms Available for showers, meeting, and birthday parties. Gym - $20.00/Hour Multipurpose Rooms - $15.00/Hour

Contact:

Greg Cutler, Leisure Services Coordinator, 658-2980, Email: greg.cutler@saintjohn.ca

Please note all programs are subject to change.

North End Community Centre
195 Victoria Street – Saint John, NB – E2K 1L7 – 658-2980

Special Events Programs

Program/ Event	D=Direct P=Partnership F=Facilitated	Frequency
Christmas Break Programs(wrapping party, coed soccer tourney, girls ball hockey tourney, sports skills competition, bingo night, boys ball hockey tourney, cheerleading competition, bowling, swimming, movies, crafts, dances)	D	Annual
Winter Carnival Programs (crowning of royalty, pancake breakfast, spaghetti eating contest, slave auction, pop slurping contest, egg toss contest, karaoke contest, milkshake sucking contest, pudding feeding contest, fluorescent badminton, arm wrestling, parent/child hockey games, cross country skiing)	D	Annual
March Break Programs (mini volleyball tourneys, swimming, coed ringuette tourney, programs similar to Christmas and Winter Carnival	D	Annual
Cheerleading Competitions	D	Recurring
Swimming at Aquatic Centre	D	Recurring
Awards Banquet	D	Annual
Senior Citizens Clubs	F	Ongoing
O.N.E. Change Youth Group	P	Ongoing
Pounds Off	F	Weekly
Weight Room	D	Ongoing
Kung Fu	F	Weekly
Lacrosse League	F	Ongoing
Babies in Motion	F	Bi-weekly
Main Street Baptist Sunday School	F	Bi-weekly
Step into Life	F	12 Weeks
Foot Clinics	F	Bi-weekly
CASP Program	F	Daily
Cooking Class	D	Weekly
Wake-a-thons	D	Recurring
Bike Rodeo (Police Dept, State Farm Insurance, Knights of Columbus, Bike Works)	P	Annual

Valentine's Party (Saint John Seadogs)	P	Annual
Magic Show(Bernard the Magician)	P	Annual
Saint John Seadogs Games(One Change, Diamond Coach)	P	Seasonal
Gurl World(One Change)	P	Monthly
Laughing Away Stress(One Change, UNBSJ)	P	Month of Feb.
Finding the Art of Balance(One Change, Community Health Centre	P	Month of Feb.
Community Volunteer Income Tax Program(One Change, Revenue Canada)	P	Seasonal
Youth Night(One Change, Fire Fighters Union)	P	Monthly
Survivor Night	D	One Time
Marijuana Awareness Program(Derek Jones, Health Canada)	P	One Time
Archery Program(Saint John Archery Club)	P	4 Weeks
Christmas Dinner & Tree Lighting(Main St. Baptist Church, SJ Non Profit Housing)	P	Seasonal
Flu Shots(One Change, SJRH)	P	One time
Kiwanis Christmas Party for the less fortunate(Kiwanis Club)	P/D	Annual
Saint John Santa Claus Parade	D	Annual
Computer Rooms	P/D	Ongoing
Beautification Program(Environmental Trust Fund Grant, One Change)	P	One Time
Teen Basketball League(Teen Resource Centre, One Change)	P	Ongoing
Saturday Breakfast Program	D	Weekly

7.1

The City of Saint John

Norm McFarlane
Mayor's Office
Bureau du maire

PROCLAMATION

WHEREAS: This is United Way's 48th year of helping those in need; and

WHEREAS: There are 25-member agencies of the United Way who provide essential services to those in need in the community; and

WHEREAS: Over 250,000 needed units of service are provided to citizens from Sussex to St. Stephen annually; and

WHEREAS: Funds raised support programs and services in our community.

NOW THEREFORE: I, ***Mayor Norm McFarlane,*** of ***Saint John*** do hereby proclaim Thursday, September 6, 2007, as "United Way Day" for the United Way of Greater Saint John Inc.

I encourage everyone in our community to support the United Way and the 25-member agencies which provide services necessary in our community. The annual campaign is truly a community effort with labour, business, community leaders, non-profit organizations and numerous volunteers working to improve the lives of those in our community.

In witness whereof I have set my hand and affixed the official seal of the Mayor of the City of Saint John.

Canada Games Stadium
Re-Development Plan
August 2007





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1. Background
2. Design and Re-development Scope Recommendations
3. Operating Plan and Financial Implications
4. Estimated Capital Cost and Funding Strategy
5. Action Plan
6. Appendixes

1. Background

The Jeux Canada Games Stadium was built in 1985, the first time the Games were held in New Brunswick. Saint John was referred to as "an enchanted city" for the two weeks of the Games.

Although the Canada Games Stadium is now under the ownership of UNB Saint John, it is heavily used by the entire community. The site has been used by many thousands of athletes over the 22 year period. The Stadium features a 400-metre, eight-lane all-weather running track which wraps around a grass field for varsity and intramural soccer, as well as other sports such as football. It has fixed seating for about 5000 people, a press box and auxiliary facilities. Examples of some of the events held at the Stadium in the past include: local, regional, and national track & field and soccer, international soccer matches, football games, national archery events, and regional, national police dog trials and various annual community fund raising events. After over 20 years of heavy use the facility has reached the point of requiring re-development.

In the 2004 recreation report, the Canada Games Stadium was recognized as one of Greater Saint John's most important sporting assets and the renovations were identified as a priority. The re-development of this facility, including an artificial turf field was to be a centerpiece of outdoor sport in our community. The stadium would become a primary location for field sports, track & field and major outdoor sporting events. In June of 2006 a committee was struck with $20,000 in funding provided by the City and the University to launch a "Feasibility, Research and Conceptual Design phase. This work was completed by Daniel K. Glenn Limited who worked with committee members, UNBSJ, the City and other stake holders.

Committee Members Are:
Bill MacMackin – Saint John Track Club & Athletics N.B.
Dave Munro – UNBSJ Athletics
Kevin Carson – City of Saint John
John Higgins – Recreation Implementation Committee
John Ferguson – City of Saint John & Province of N.B.
Dave Thomas – Athletics N.B.
Barry Ogden – City of S. J. Leisure Services Advisory Board, Teacher Dis. 8 & Fundy football
David Emerson – UNBSJ

The first draft of the plan was delivered to the committee on Oct 18, 2006 with further updates completed in December and January. Following this, user consultations were held with Sport groups, UNBSJ Senior Staff, City of Saint John, Recreation Committee & Sub-Committees, Province of N.B. Staff and the Southern N.B. Caucus. Generally, people are supportive of the plan in principal. The letters attached show strong support from numerous sport and recreation groups.

On May 8th the committee presented a further update to common council of the City of Saint John at which time it was referred to the city manager for review. Since then the committee, city staff and UNBSJ staff have been working to refine the plan and report back to the city manager and council. In developing this report we have had further meetings with Senior UNBSJ Staff, worked with Leisure Services to develop operating cost estimates and had the facilities reviewed by the City Building Inspection Department. During this time the Recreation Implementation Committee chose to make this project their top priority project for 2008

2. Re-development Objectives and Guidelines

Daniel K Glenn Limited was provided an outline as to the types of programming currently taking place at the stadium and the future uses that are desired. These guidelines were drawn from the community consultations that were done as part of the 2004 recreation report and from a review of the historic uses. From this information the following guidelines and objectives were created for the redevelopment plan.

UNBSJ Canada Games Stadium redevelopment plan should result in the following:
"The Canada Games Stadium should become the Greater Saint John's "prime location" for major outdoor sporting events:

Important design elements

- Designed to provide proper event areas for community sports
- Suitable to meet international level competition
- Fully lighted
- Artificial turf field
- New running track & field event areas (suitable area for throws & jumps)
- Expanded dressing rooms
- Improved & increased seating areas

Benefits

- More hours of use
- More uses for the facility
- More citizens participating

This facility should also

- Support increased participation in sport but youth and adults in the regional community.
- Help the Community to support programs that will make Saint John a location of choice for elite & developing athletes.
- Integrate into the community as a major events venue to help attract more national and international events.

Recommended Design and Project Scope



	Project Component	Reason Required	Comments & Benefits
A	Track:	The Canada Games Stadium is the only track and field venue in Southern N.B. It serves as a critical location for all school track meets (elementary to high school) and many other provincial, regional and national events.	Supports the track and field programs of districts 6 & 8 plus provincial Athletics NB events. Annually over 4000 youth participate in track events at this location.
B	Throwing Area (Additional Grass Field):	Throwing events are critical aspects of track & field for all levels of competition including elementary, middle and high school. These events can not be carried out on an artificial turf as they can damage the turf and it is not in accordance with the rules. A new area for throws must be developed adjacent to the site on natural grass terrain.	Maintains the facility as a completely functional track and field venue for Southern N.B. which is the only one available, while supporting the objective of introducing artificial turf.

C	Artificial Turf Field:	It has been identified that up to 4 artificial fields could be utilized to serve Greater Saint John. This field at the stadium will fill one of those needs and make the facility more usable for different groups like soccer and football.	Creates a “multi use” aspect to the renovated stadium by introducing the artificial turf and a whole range of new uses. More uses, more users and more hours of use. This will make this stadium and UNBSJ a destination for sport groups in our community and help increase participation opportunities.
D	Grand Stand Renovations Expanded Dressing Rooms & Storage Building:	The current grand stand and bleachers seat close to 5000 and while structurally sound they are 23 years old and in need of renovation. New dressing rooms, better storage areas, repairs and safety upgrades to bleachers are required.	This will all result in a better stadium with safer more modern seating areas. Renovations also provide for better dressing rooms, more storage and proper canteen facilities.
E	Lighting:	Lighting is required to make maximum use of this venue for sport competitions and to get maximum usage in the spring and summer evening hours.	A facility that can be utilized for longer days and provide more utilization for the investment.
F	Increased seating areas	It was expected that we would require increased seating areas in phase 1. However the committee is recommending that this be incorporated into future phases. They are not critical to the success of the project in the short term.	Increased seating provides a more flexible venue with more potential for major events but can be built into future phases.
G	Parking	The campus has significant parking and it is expected that parking needs of this facility will be integrated into future parking strategies on campus rather than in phase 1.	Parking will enhance the future use of this facility as a major events venue but can be addressed in conjunction with UNBSJ as part of the overall campus plan in the future.

Capital Cost of Design Recommendations

The committee recommends the following components (Defined as Phase 1) be considered the initial scope of the project. The elements marked future additions can be pursued at a later date.







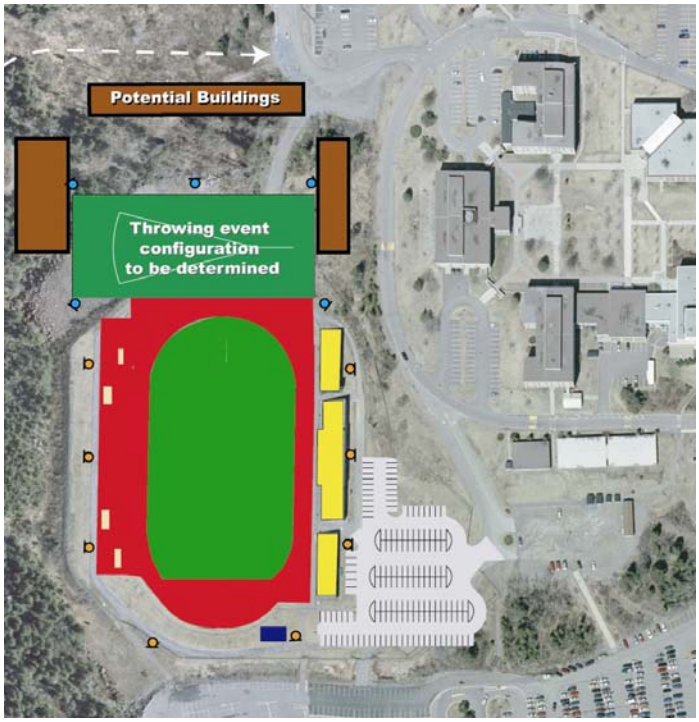




Phase 1 - 2008	
Synthetic Track	$682,325
Artificial Turf Field	$802,050
Grandstand Renovations & New Dressing Rooms	$525,000
Equipment Storage Building	$75,000
Lighting for Turf Field & Track	$250,000
Natural Turf Field & Throwing Areas	$468,550
25% Contingency and Design fees	**$700,731**
Total Phase 1	**$3,503,656**
Future Additions	
Parking lot and roads	$260,960
Movable Bleachers	$250,000
Lighting for Natural Turf Field	$200,000
25% Contingency and Design fees	**$177,740**
Total Future Additions	**$888,700**
Total Project	**$4,392,356**

Land Use Issues: University of New Brunswick Saint John – Campus Plan

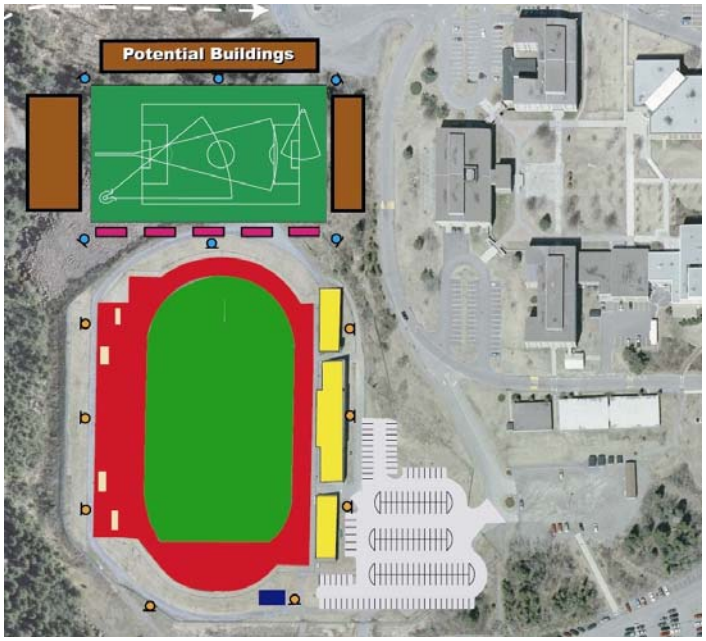
The proposed grass field off the end of the stadium is designed to provide a proper area for the throwing events of track and field. These events include shot put, discus, javelin and hammer. Each of these events is introduced at varying age groups and at higher competition levels. However, all school meets (elementary, middle and high schools) incorporate some throwing events into their competitions. These events can not be held on artificial turf due to potential damage to the turf and higher risk of accidents (the implements tend to bounce more). As well track and field rules do not allow for these events to be carried out on artificial turf. To maintain this venue as a full service track and field stadium we asked Dan Glen to evaluate options for new throws areas. They are illustrated below.



Option A
Description: Provides an adequate throws area adjacent to the track.

Benefits: Provides for these events to be in close proximity to the seating and track. It also provides a potential warm up area for soccer or other field sports. At this size it can provide a place for youth soccer to play. It does not cut into UNBSJ's potential development lands to any great extent.

Weaknesses: It does not provide a full size soccer pitch and as a result has a more limited range of uses. This reduces the ability to maximize the use of this field.



Option B
Description: Provides an adequate throws area adjacent to the track and a full size soccer pitch.

Benefits: Provides for these events to be in close proximity to the seating and track. Also provides a warm up area for soccer or other field sports. At this size it can provide a place for all soccer play or other field sports.

Weaknesses: Cuts a bit more into UNBSJ's potential development lands.

While either option A or B will work, Dan Glenn has noted that for a small incremental cost Option B provides far more utility and potential for use. This would allow us to maximize the recreation investment and provides a second field to support campus recreation, programming for students and the community. We are looking to UNBSJ to advise as to a preferred option.

Informal discussions have been taking place with the senior administration on the Saint John campus and those discussions have been positive to date. There still requires a great deal of discussion with the University in determining the scope of this project that meets both the needs of the University and the City.

Currently the proposed capital budget for Phase 1 includes an allowance for Option B.

3. Operating Plan

The operations plan has been developed with input from City & UNBSJ Staff. Our primary objectives were to ensure that the proposed plan for the City of Saint John involved a clear understanding of the following issues.

- Who are the users?
- What user fees are involved?
- Who does the scheduling?
- Who manages & maintains?
- Who markets and pursues major events?
- What are the operating costs for the renovated facility?

In completing this analysis it became apparent that this facility is a “Community Stadium” but has not always been viewed that way by the public. Given the desire for considerable investment by the province, city and donors it is necessary for this perception to be changed. The stadium must be viewed as a Community Asset (One of our legacies from 1985) rather than an asset of UNBSJ. This will result in more use and a greater acknowledgement of the importance of this facility to our community. It will also ensure that the public supports the contributions to this project as community investments instead of donations to the university.



The committee reviewed many similar facilities in the region and other parts of the country. Through the work done by City of Saint John Leisure Services we have developed a good understanding of the management opportunities and challenges related to this type of venue. In all cases user fees covered a sizable percentage of operating costs. Local groups interviewed expected that they would be required to pay for access to the site.

As a result the committee makes the following recommendations with respect to operations:

Ownership/Stewardship

- The City of Saint John should seek out an agreement with UNBSJ with regards to future operations of the stadium using one of the following operating options (A or B):
    A. Take over the future management of the facility as a community stadium under the Leisure Services Department. City and users would be responsible for future maintenance under the direction of Saint John Leisure Services. A draft operating cost model is provided later in this report.
    B. Negotiate an operating agreement with UNBSJ whereby the city and university would operate the facility in a partnership arrangement to benefit from sharing of costs and existing services of both organization. A draft agreement was proposed following the 1985 games which may form as a template for these discussions. A copy of that agreement is included in the appendix.

As previously stated, informal discussions have been taking place with the senior administration on the Saint John campus and those discussions have been positive to date. There still requires a great deal of discussion with the University in determining the operating model for this project that meets both the needs of the University and the City.

Regardless of the option chosen by UNBSJ and the City of Saint John, sport groups should be involved in the future operations of the facility through a "Friends of the Stadium" committee. This could be structured to ensure user groups are directly involved and have input. It will also be critical to ensure that the facility is well positioned as a community sporting facility in the minds of the citizens.

Major Events

- The stadium can also play a role as an additional Major "Sporting" Event Facility for Saint John and can be integrated it into the marketing of other "major events venues." This might include partnerships with Venue Saint John, Tourism Saint John and Harbour Station working together to pursue 1-2 major sports events at the facility each year with a revenue sharing arrangement with the stadium operations.

Users

- Use of the turf field must help achieve maximum use and reduced maintenance/wear and tear on other community natural fields. Use of the artificial turf field will be focused on sports that have historically caused the most wear on grass field. Proper operating controls on the proposed natural turf field should be used to maintain it to a high standard. After the re-development multiple groups can use the facility at the same time with a strong focus on ensuring user diversity. Specific sport users could be:
    - Soccer
    - Football
    - Track & Field
    - Spring Training for many sports
    - Field Hockey
    - Rugby
    - Field Lacrosse
    - Ultimate Frisbee
    - Etc.

Scheduling

- Scheduling should focus on broad population participation including smaller groups & week to week scheduling.
- Major events will be pursued and booked in advance
- City of Saint John Leisure Services should manage all scheduling as part of their new model to schedule all school and municipal fields. The objective would be to provide one stop scheduling for community fields.

Operations Staffing

- Seasonal staff will be required to over see the facility.
- Staff resources may be required to properly manage the scheduling of this venue as part of the new scheduling model.

User Fees

- Community sports groups will pay fees for use. These will be developed to provide variable user rates based on volume of use, age of participant & type of event, length of event, game or practice and revenue implications.
- Programs & Rates will be adjusted to achieve the goal of full community accessibility and to grow youth participation while at the same time covering as much of the costs of operation as possible.

CANADA GAMES STADIUM

ARTIFICIAL FIELD FEES

Prime (Monday - Friday 6:00pm - 10:00pm; Saturday - Sunday 8:00am - 9:00pm)
$60/hr
$75/hr lights

Pre-Prime (Monday - Friday 8:00am -6:00pm)
$40/hr

Post-Prime (Monday - Friday 10:00pm - 12:00am; Saturday - Sunday 9:00pm - 12:00am)
$60/hr lights

GRASS FIELD FEES

All Hours $15/hr

TRACK

Prime
$40/hr
$55/hr lights

Pre-Prime
$25/hr

Post-Prime
$40/hr lights

Equipment
$20 per session

Individual Annual Membership
$40/season

SPECIAL EVENTS - FULL STADIUM
$100/hr
$120/hr lights

Dressing Room Usage
$10/hr

All Rates inc HST

Developed by City of Saint John Staff

Operating Budget

Canada Games Stadium

Operating Budget - Estimated if operated by Leisure Services

Revenues	**2008**	
Facility Rentals	$92,400	*(Based on 33 wks x 40 hrs @ $70)
Municipal Contribution		
Concession Sales		(Contract fee)
Other Revenue		(Advertising/logos)
Total Revenues	$92,400	
Expenditures		
Full-time staff salaries		(Scheduling covered by current staff)
Part-time staff salaries	$40,920	($15.50/hr x 2 staff x 40 hrs x 33 wks)
Staff: contracted services	$6,000	(Security -UNBSJ shared; Garbage/Stadium cleaning)
Total Salaries		
Employee Benefits	$8,593	21%
Total Salaries & Benefits	**$55,513**	
Non-Salary Expenses		
Medical/First Aid Supplies	$600	
Furnishings & Equipment	$15,000	**(Capital cost extra)
Repairs & Maintenance	$25,000	($20K fields/$5K building)
Cleaning Supplies	$4,000	
Telephones	$1,500	
Utilities	$8,000	
Insurance	$3,000	
Travel/Memberships/Receptions	$2,000	
Apparel/Footwear	$500	
Other Expenses	$5,000	(ie equipment, tools replenishment)
Meals	$500	
Total Non-Salary Expenses	**$65,100**	
Total Expenditures	**$120,613**	
Capital Replacement Provision	$20,000	
Closing Fund Balance	**$140,613**	
Operating Surplus (Deficit)	($48,213)	

*Projected Revenue based on 85% (Halifax) Prime Time sold ratio
(UPEI 2006 paid $37,000 - $50/hr prime/Moncton net $9,000=1275 hrs rented)
**Capital cost ($7,000 inc turf sweeper/groomer + hauling Utility Vehicle $10,000)

Developed by City of Saint John Staff

4. Estimated Capital Costs & Possible Funding Strategy

The committee has spent considerable time working with city staff, representatives of UNBSJ and in preliminary discussions with the Province of New Brunswick. At this time the funding shown is not confirmed but does represent a reasonable cost sharing strategy that is consistent with other projects of this kind. It is expected that with a strong showing of support by the city, other funding partners can be pursued to achieve the funding required. The committee is proposing that the City of Saint John take the first step as a funding partner to show their seriousness about this project and as a way to kick start discussions with potential donors, the province and university. These investments would be made as part of the 2008 capital budget.

Preliminary Opinion of Costs- Canada Games Stadium		**Funding Strategy (presumably over 2 fiscal years)**			
Phase 1 - 2008-2009		**City/Emera Fund**	**City**	**Province**	**UNBSJ**
Synthetic Track	$682,325				
Artificial Turf Field	$802,050				
Existing Grandstand Renovations & New Dressing Rooms	$525,000				
Equipment Storage Building	$75,000				
Lighting for Turf Field & Track	$250,000				
Natural Turf Field & Throwing Areas	$468,550				
25% Contingency and Design fees	**$700,731**				
Total Phase 1	**$3,503,656**	$1,000,000	$1,000,000	$1,000,000	$504,000
		28.5%	28.5%	28.5%	14.4%

*** Capital costs are estimates only based on the work done in conceptual design by Daniel K. Glenn Limited.

5. Action Plan

The committee, with the support of the Recreation Implementation Committee would recommend to council that they move forward with the following actions with the intention to complete Phase 1 of the stadium in 2008.

We ask the City of Saint John to take a lead role in the pursuit of this project in the following ways.

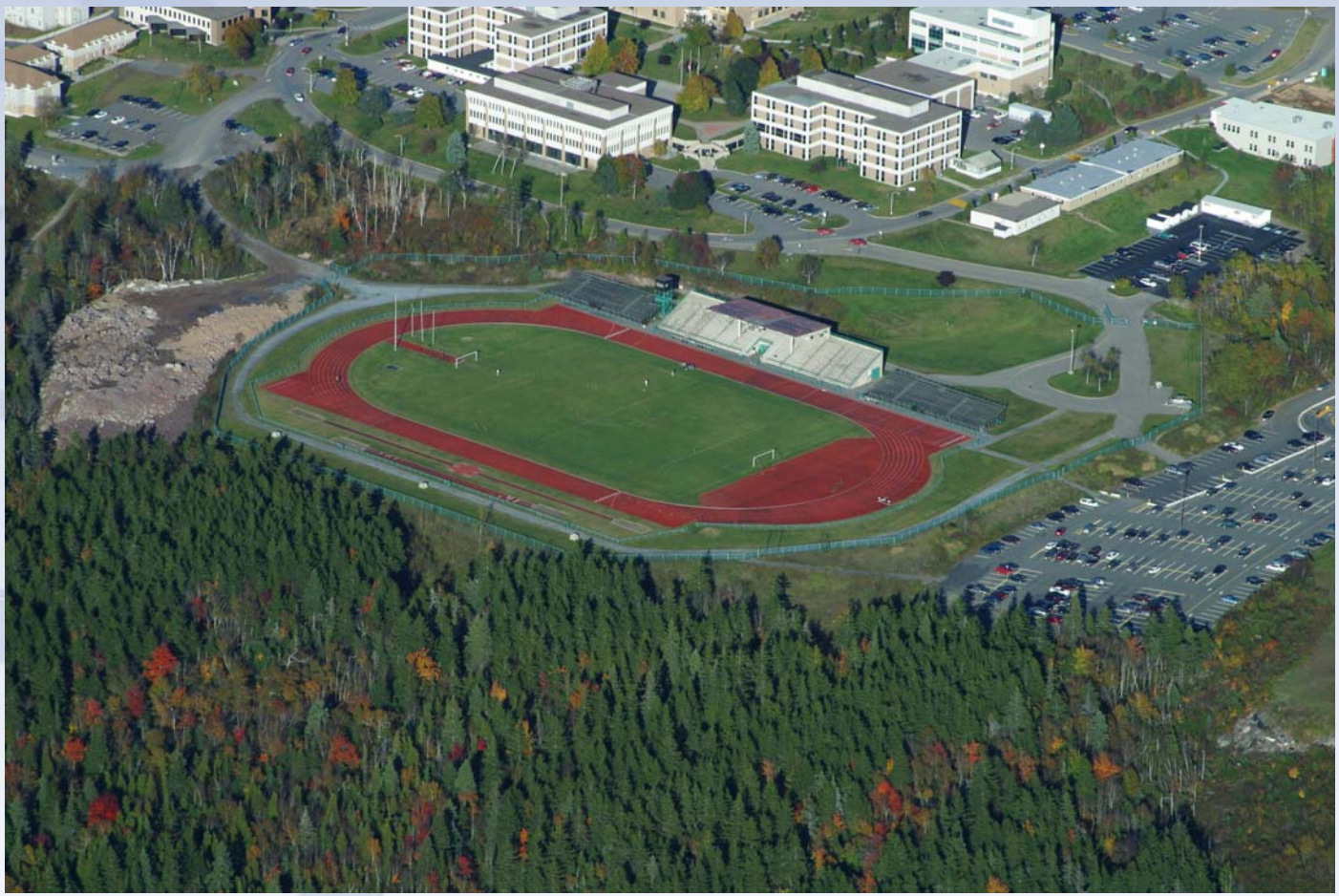
- Authorize City staff to move the plan forward by
  - Seeking an agreement with UNBSJ on the proposed scope, final design, construction management and on an the ongoing management / operations of the stadium.
  - Preparing an RFP for selection of Final Design and Engineering services for the project

- Provide Funding to the project contingent on the balance being secured.
  - Consider $1,000,000 of capital funding in the 2008 capital budget
  - Allocate $1,000,000 of the funding offered by Emera towards the project.

- Council and Staff be assigned to work with the committee to secure the balance of capital funding by
  - Pursuing funding support from other levels of government and UNBSJ
  - Pursuing private sector companies to provide funding towards the project.

6. Appendixes

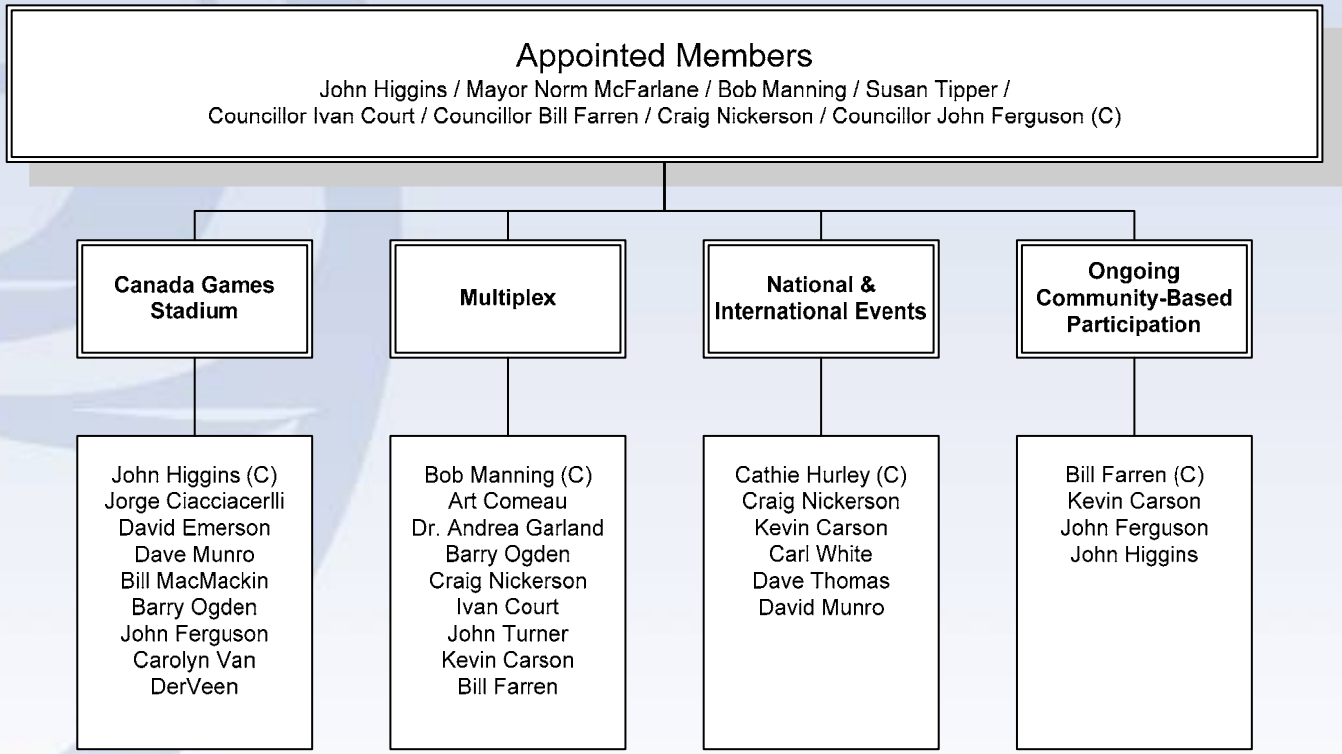
- **Letters of support**
- **Copy of the original agreement between UNBSJ and City of Saint John 1985.**
- **Design and redevelopment report - Dan Glen Limited – December 2006**



Canada Games Stadium Re-Development Plan

RIC – Priority Focus

Recreation Implementation Committee



Canada Games Stadium Project Current Status

- Aug 2006
  - UNBSJ and Common Council approve joint funding to launch “Feasibility, Research and Conceptual Design phase
- Oct 18, 2006
  - First draft of plan delivered to the committee outlining a number of design options and cost estimates.
- January – May 2007
  - User consultations held: Sport groups, UNBSJ, City of Saint John, Recreation Committee & Sub-Committees, Province of NB
  - Committee narrows design options with feedback from users and stakeholders.
  - Committee updates council in committee and Referred to the City Manager
- June 2007 – To date
  - Recreation Implementation Committee makes it top priority project for 2008.
  - Letters of support gathered from sport organizations.
  - Consultation with UNBSJ Staff

Community Stadium

- Community Legacy from 1985
  - Built with community & tax payers money
  - Maintained for the community
  - One of our major sports event centers.
  - Used by the community more than UNBSJ



UNBSJ Canada Games Stadium plan should result in the following:

- The Canada Games Stadium should become the Greater Saint John's "prime location" for all outdoor sporting events.
  - meets the needs of community sports
  - designed to meet needs for international level competition
  - fully lighted
  - artificial turf field allowing for all weather and all hours use.
  - new running track and new track and field event areas.
  - Increased seating areas.

- This facility will also allow the Community to support programs that will make Saint John a location of choice for elite & developing athletes.

- Potential for the facility to be a major events venue with professional marketing and management.

The Community As Primary Users

- Soccer
- Football
- Track & Field
- Baseball Spring Training
- Field Hockey
- Rugby
- Field Lacrosse
- Ultimate Frisbee
- Other sports related events

- Goals
  - More hours of use
  - More uses for the facility
  - More citizens participating

SYNTHETIC TRACK



Estimated Cost

Synthetic Track $682,325



- Remove existing track surface and asphalt
- Install new asphalt base, seal coat and new track surface
- Resurface long jump, triple jump, pole vault runways, steeple chase
- Line new track

ARTIFICIAL TURF FIELD



Estimated Cost

Synthetic Track	$682,325
Artificial Turf	$802,050
TOTAL	$1,484,375



- Excavate for subgrade
- Install drainage, draintile and new synthetic surface
- Fill with prepared rubber base and polyethylene turf
- Removable goals and player benches

Renovate Grandstand & Develop New Dressing Rooms



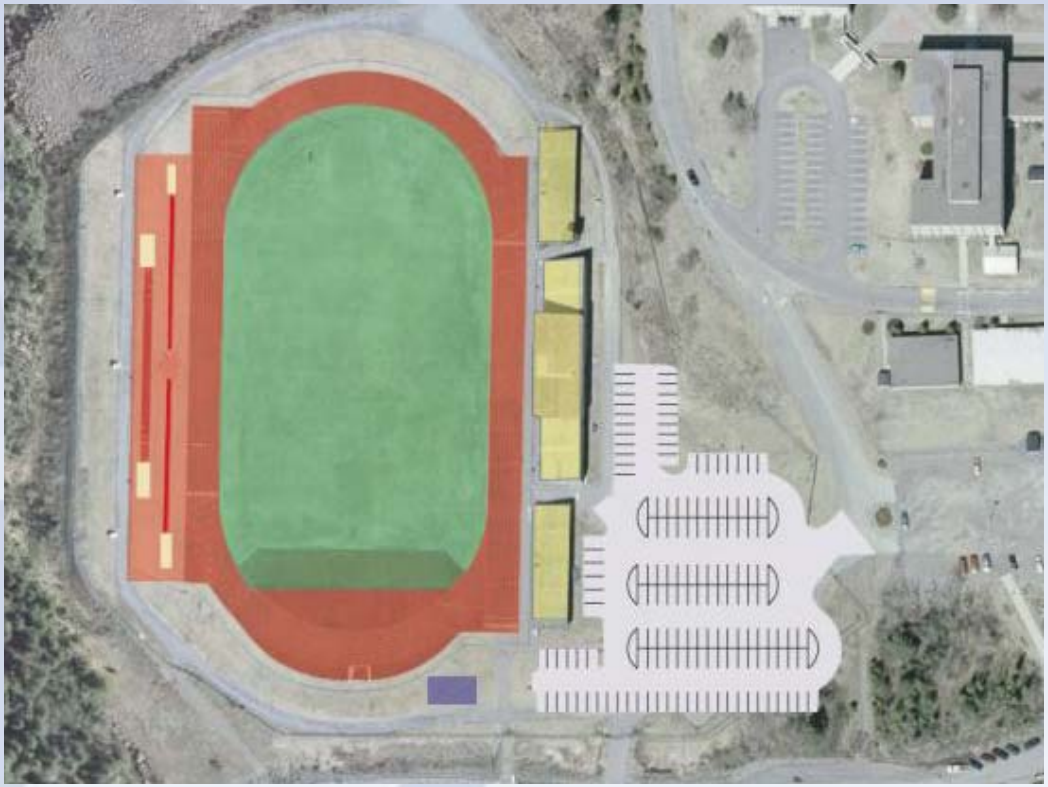
Estimated Cost

Synthetic Track	$682,325
Artificial Turf	$802,050
Grandstand Reno	$525,000
Equip Storage	$ 75,000
TOTAL	$2,084,375



- Relocate storage facility to new building
- Expanded & renovated change rooms and shower facilities
- Repair seating and passageways
- Canteen Facilities
- Referee rooms and press box outfitted for TV, voice & print media including a new pa. system
- Construct equipment storage building

PARKING



Estimated Cost

Synthetic Track	$682,325
Artificial Turf	$802,050
Grandstand Reno	$525,000
Equip Storage	$ 75,000
Parking	$260,960
TOTAL	$2,345,335

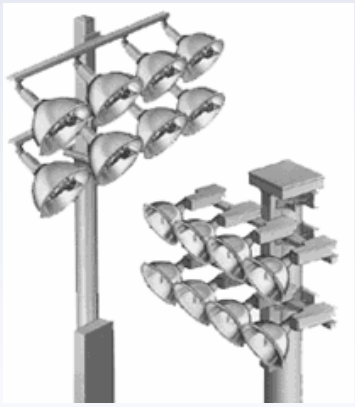
- grading and site preparation
- Install substructure for drainage, curbing, signage
- Fill with sub base and base fill, grade and place asphalt base and top coat
- Line painting (108 new stalls) and landscape edges

LIGHT FIELD & TRACK



Estimated Cost

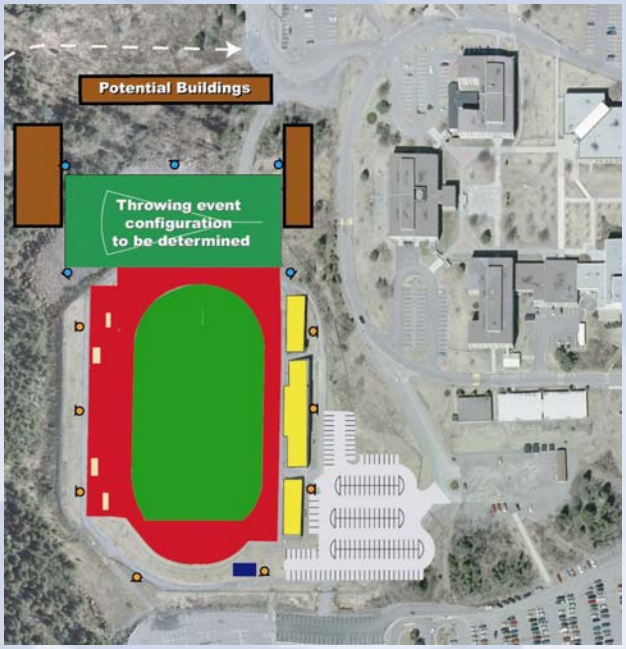
Synthetic Track	$682,325
Artificial Turf	$802,050
Grandstand Reno	$525,000
Equip Storage	$ 75,000
Parking	$340,050
Lighting	$250,000
TOTAL	$2,595,335

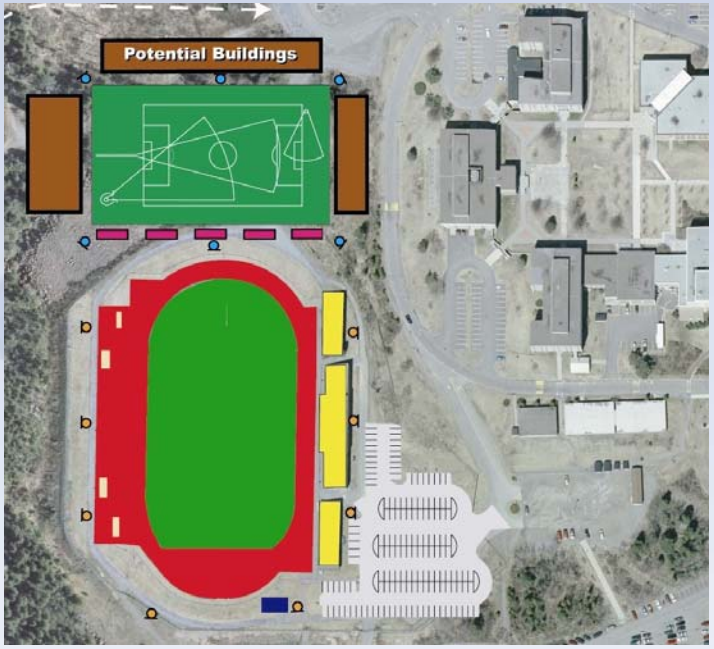


- Remove existing concrete bases
- Install new bases, electrical services and new poles

NATURAL TURF FIELD

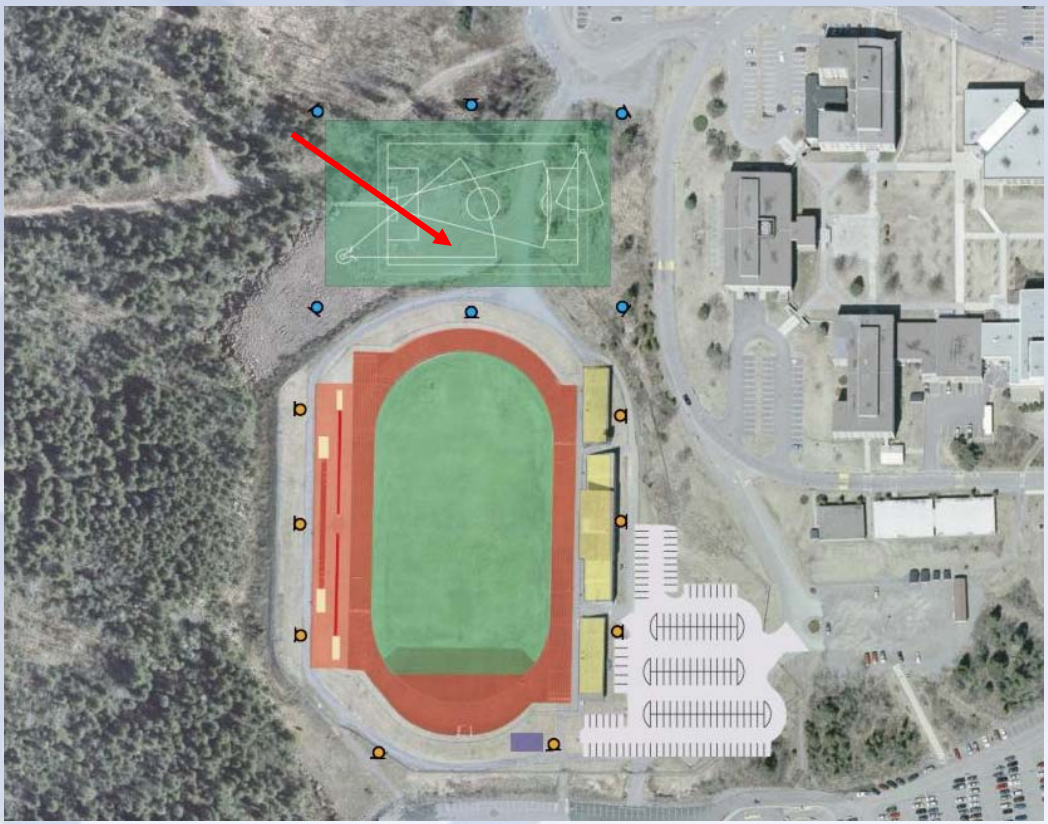
(options A & B)





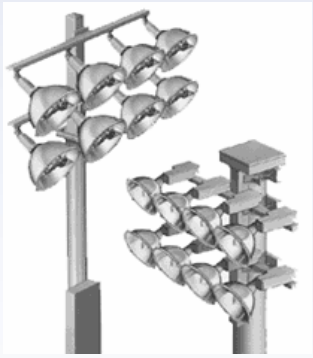
Throwing Area (Additional Grass Field):	Throwing events are critical for track &field •elementary, middle and high school, regional, national and international. •can not be carried out on an artificial turf	•Supports “multi use” aspect to the renovated stadium •Maintains the facility as a functional track and field venue.

LIGHT NATURAL TURF FIELD



Estimated Cost

Synthetic Track	$682,325
Artificial Turf	$802,050
Grandstand Reno	$525,000
Equip Storage	$ 75,000
Parking	$260,960
Lighting	$250,000
Natural Turf	$468,550
Light Natural Turf	$200,000
TOTAL	$3,263,885



- Install new light bases, electrical service and new poles

ADDITIONAL SEATING



Estimated Cost

Synthetic Track	$682,325
Artificial Turf	$802,050
Grandstand Reno	$525,000
Equip Storage	$ 75,000
Parking	$260,960
Light Track	$250,000
Natural Turf	$468,550
Light Natural Turf	$200,000
Portable Bleachers	$250,000
TOTAL	$3,513,885



- Seating for 1000 (5 - 200 seat portable bleachers)

Design Recommendations & Capital Cost

Phase 1 – 2008-2009	
Synthetic Track	$682,325
Artificial Turf Field	$802,050
Existing Grandstand Renovations & Dressing Rooms	$525,000
Equipment Storage Building	$75,000
Lighting for Turf Field & Track	$250,000
Natural Turf Field & Throwing Areas	$468,550
25% Contingency and Design fees	**$700,731**
Total Phase 1	**$3,503,656**
Possible Future Additions	
Parking lot and roads	$260,960
Movable Bleachers	$250,000
Lighting for Natural Turf Field	$200,000
25% Contingency and Design fees	**$177,740**
Total Future Additions	**$888,700**
Total Project	**$4,392,356**





Operating Plan

(Developed with input from City & UNBSJ Staff)

- User Fees
  - groups must pay user fees
- Scheduling
  - The stadium should be integrated into the scheduling & management of other fields and programs.
- Ownership & Stewardship
  - City and Users must be involved in the future management & maintenance with UNBSJ.
- Major events
  - Integrate it into the marketing of other “major sporting events venues

Possible Capital Funding Strategy

Preliminary Opinion of Costs- Canada Games Stadium		Funding Strategy (presumably over 2 fiscal years)			
Phase 1 - 2008-2009		**City/Emera Fund**	**City**	**Province**	**UNBSJ**
Synthetic Track	$682,325				
Artificial Turf Field	$802,050				
Existing Grandstand Renovations & New Dressing Rooms	$525,000				
Equipment Storage Building	$75,000				
Lighting for Turf Field & Track	$250,000				
Natural Turf Field & Throwing Areas	$468,550				
25% Contingency and Design fees	**$700,731**				
Total Phase 1	**$3,503,656**	$1,000,000	$1,000,000	$1,000,000	$504,000
		28.5%	28.5%	28.5%	14.4%
Potential Future Additions					
Parking lot and roads	$260,960				
Movable Bleachers	$250,000				
Lighting for Natural Turf Field	$200,000				
25% Contingency and Design fees	**$177,740**				
Total	**$888,700**	$450,000	$0	$0	$261,000
Total Project with Future Additions	**$4,392,356**	$1,450,000	$1,000,000	$1,000,000	$765,000
		33.0%	22.8%	22.8%	17.4%

Our Objective – Build in 2008



Action Plan

We ask the City of Saint John to take a lead role in the pursuit of this project in the following ways.

- Authorize City staff to move the plan forward by
  - Seeking an agreement with UNBSJ on the proposed scope, final design, construction management and on an the ongoing management / operations of the stadium.
  - Preparing an RFP for selection of Final Design and Engineering services for the project
- Provide Funding to the project contingent on the balance being secured.
  - Consider $1,000,000 of capital funding in the 2008 capital budget
  - Allocate $1,000,000 of the funding offered by Emera towards the project.
- Council and Staff be assigned to work with the committee to secure the balance of capital funding by
  - Pursuing funding support from other levels of government and UNBSJ
  - Pursuing private sector companies to provide funding towards the project.

Our Objective – Build in 2008



Canada Games Stadium Re-Development Plan
August 2007

Appendix 1 – Support for the Refurbishment of UNBSJ/Canada Games Stadium

Appendix 2 – Agreement Canada Games Society / University of New Brunswick / City of Saint John

Appendix 3 – Canada Games Stadium- Revitalization and Future Use Plan

Appendix 1

SUPPORT FOR THE REFURBISHMENT OF UNBSJ /CANADA GAMES STADIUM

The following organizations support the refurbishment and thus the growth of our community. These organizations represents hundreds of teams , thousands of players and parents and a lot of commitment to our community through volunteerism and pride.

Fundy Lacrosse Association [field Lacrosse]
Saint John men's touch football association'
Fundy Minor Football Association
Saint John Soccer Association
Saint Malachy's Athletic Department
Simonds High School
Harbourview High School
Saint John Longhorns men's Football team
UNBSJ SEAWOLVES football team
Fundy Soccer Asscіation
Saint John Canadians men'sRugby Club
Saint John Womens touch football Association
Saint John Labatts Trojans men's Rugby Club
Saint John Women's Trojans Rugby Club
Saint John women's Canadians Rugby Club
Saint John High School Athletic Department
Referee Association
Student Council UNBSJ
Saint John Women's Tackle Football Association
Saint John Ultimate Frisbee Association
Saint John Track Club
Saint John Wanderers Football team
Men's Senior Soccer
Women's Senior Soccer
SJHS Cross Country Club

To whom it may Concern,

I am writing to express my support for proposal of a turf field at the Canada games Stadium located at the University of New Brunswick Saint John Campus. The Canada Games Stadium provides a great service to many students at UNBSJ. The stadium is the home to both our varsity soccer teams as well as many of our recreation athletics teams. The stadium also houses many events, unrelated to sports, which contribute greatly to student life.

As students at UNBSJ the Canada Games Stadium is a piece of infrastructure that we take great pride in. It allows us to welcome community organizations and large sporting events to our campus. Unfortunately due to the condition of our current turf we have had to cancel or move many of these events to other locations.

By updating our current field with new turf we would be able to restore the Canada Games Stadium to its full potential. This is a project that not only the Student's representative Council supports, but one that our entire campus community supports. If the Student's Representative council can be of any assistance on this project please do not hesitate to contact us at src-president@unbsj.ca.

Sincerely Yours,

Patrick Beamish

President

UNBSJ Students Representative Council

SAINT JOHN TRACK CLUB

Tuesday, June 12, 2007

To: Canada Games Stadium Committee

From: Organizing Committee of the Saint John Track Club

Congratulations on the progress being made to re-develop the Canada Games Stadium. Since the 1985 Canada Games, the stadium has played a valuable community role as a location for local sporting events, community fund raisers and university sports. It has been the location for many national, regional, provincial and local track competitions and acts as the premier track and field facility in the province drawing people from around the region to UNBSJ. However, after more than 20 years, the facility is in need of an investment to keep it up to the standard of regional and national competitions.

Over the past few years, the Saint John Track and Field Club has been growing significantly and now boasts one of the largest track club memberships in Eastern Canada. We offer programs to youth starting at age 7 up to University age. As well this year we have been successful at winning a bid for the Canadian Masters Track and Field Championships. It will be the first national event held at the stadium for over 10 years. Having a top class stadium is critical to these plans and the current design allows for many new and expanded programming for our sport and others.

We are very pleased to have been involved in the development of the plan for the facility and encourage all levels of government to support this project.

Thanks,

Bill MacMackin
Saint John Track Club

To whom it may Concern May 2, 2007

Please accept this letter as an endorsement for the plan to upgrade and improve the Canada Games Stadium and its related facilities.
As the District 6 Elementary Physical Education Mentor, we are fortunate to have such a great facility close to our schools.

In the past 20 years, the students of District 6 have been able to use the Canada Games Stadium to host our District wide track and field meets, which attracts approximately 350 students at each of the elementary level, and middle and high school level as well .In addition, we have used the stadium for the implementation of Hershey meets, and the local and provincial Legion Track and Field Meets.

Also, the soccer field has played host to soccer jamborees, and soccer clinics in association with the Howl With The Wolves program – a partnership between the Athletics Department of UNBSJ and School Districts 6 and 8.

With the Canada Games Stadium providing the necessary space for a multitude of events, this venue is heavily used and is now in need of repair or replacement. Given the legacy of the 1985 Jeux Canada Games in Saint John, it would be a shame if this terrific facility was left to deteriorate. As an educator, it is imperative in this day and age, that we do all we can to ensure we have sufficient, usable facilities to carry out recreational and athletic activities. Cutting back, or allowing our existing venues to become unsafe and unusable, would prove to be very detrimental in our fight against childhood obesity.

I fully support the bid to have the Canada Games Stadium undergo a facelift. Should you have any questions/concerns, please don't hesitate to contact me.

Respectfully,

Greg Leland
District 6 P.E. Mentor
Gregory.leland@ned.nb.ca
847-4074

Fundy Minor Football Association

CANADA GAMES STADIUM/UNBSJ REFURBISHMENT

FUNDY MINOR FOOTBALL ASSOCIATION is fully supportive of the refurbishment of this facility , particularly putting artificial turf at the Canada Games Stadium.We would like to start with offering a two thousand dollar donation [$ 2,000] to the construction of the artificial turf at the stadium. We need this major venue to host major events and to stop games from being cancelled. Our season and our days are not as long as our sister Maritime communities because they have artificial turf. We often have days rained out , this all leads to lower participation in our community. We have also lost major events because the field at Canada Games is not durable , an artificial field with a stadium would allow our community to go after major events.
The volunteers of Fundy Minor Football continuously raise the money to buy equipment for every child so they can play football. We are committed to ensuring every child can play. We have seen tremendous growth and are adding a new division /age group this year. We are increasing participation and we are ensuring all children can play . We , the volunteers , believe we are fighting poverty , obesity , criminal behaviour and we are making our community attractive to new families. We need the help and facility to do this . With an artificial field at UNBSJ we could host major events .Please do not allow our community to fall behind and please support the efforts of our volunteers. We help thousands of children and their families by preventing problems that costs the taxpayers millions of dollars, refurbishment of the CANADA Games stadium at UNBSJ is a wise investment.

Sincerely,
JOHN WATSON
PRESIDENT FMFA

barry ogden

From: "barry ogden" <bogden@nb.sympatico.ca>
To: "barry ogden" <bogden@nb.sympatico.ca>
Sent: Saturday, June 09, 2007 6:53 AM
Subject: Fw: UNBSJ FIELD

SAINT JOHN SOCCER ASSOCIATION

Absolutely, Saint John Soccer Club is completely supportive of this upgrade of UNBSJ. We will support all such projects that raise the standard of living in our community, both for the residents and the visitors to Saint John and the surrounding communities.

I am pleased that your project is moving along so well. I hope that the development that we are spearheading at the Gorman Arena site meets with the same levels of success that UNBSJ enjoys.

Please feel free to contact me if and when you require assistance.

Respectfully,

John E. O'Neill
Lieutenant of Training
Saint John Fire Department

SAINT JOHN HIGH SCHOOL ATHLETIC DEPARTMENT

UNBSJ /CANADA GAMES REFURBISHMENT

We fully endorse the refurbishment of our major stadium in our region. Many high school finals and provincials could be hosted at the stadium if it were artificial turf. We can not count on the field at UNBSJ because it can not be used throughout the whole day [no lights and when it is wet]. We are also far behind other community's seasonal length as our fields are too wet in the spring and often in the late fall. As other communities build new facilities to host major events [Moncton's new $20 million dollar stadium] we will fall even farther behind. We presently have 11 high schools in our area that could create even more events if we had a dependable stadium . This would also serve as a great recruiting tool for UNBSJ as more citizens would go to the campus and see it as a major center of our community. This would help us to keep our young people home if they are educated in our community. There is a new push to have children become more active and we know that when children are active they are better learners and both physically and mentally more healthy. This refurbishment would make us a healthier more active community which would help retain and attract more youth . This is a super idea, please act now on this positive progressive growth idea.

TOM KEAVENEY, ATHLETIC DIRECTOR SAINT JOHN HIGH SCHOOL

Saint John
ULTIMATE

"Reaching Higher"

134 Brookview Cres
Saint John NB
E2M 4L1
(506) 642-1476
www.saintjohnultimate.com
info@saintjohnultimate.com

To: **Barry Ogden**
Re: Saint John Ultimate Frisbee Support
Date: 04 June 2007

Barry,

My name is Scott Underwood, I'm the Executive Director for Saint John Ultimate Frisbee. We have heard about the proposed development for the UNBSJ field, and support the initiative for the development. With a current active membership of 90, we are trying to grow the sport in the city, and the University is a market with a growing interest in the sport. An upgraded facility with adequate size for the sport will certainly be a big help for the growth of Ultimate Frisbee in Saint John.

Thanks for your attention,

Scott

The information contained herein is privileged and confidential. The ideas and suggestions created by Saint John Ultimate Frisbee and expressed in this document are the intellectual property of Saint John Ultimate Frisbee. No part of this document may be reproduced or idea used for any reason or by any means without the express written consent of Saint John Ultimate Frisbee.

SAINT JOHN WANDERERS FOOTBALL TEAM

UNBSJ STADIUM RENEWAL

The Wanderers Men's Senior Football team fully endorses the refurbishment of the Canada Games stadium especially with artificial turf .Saint John has the largest number of men senior football players in the Maritimes. We find it hard to host our finals in our community as we require lots of seating with dependable turf . The stadium is not dependable for usage and thus is not efficient nor is a symbol of pride as it once was. Refurbishment will create pride in our community and allow us to compete with other communities that have moved far ahead of us in recreational facilities. A lot of big drawing events could happen in this community if we had a dependable facility with lots of seating , this is what UNBSJ should be . It is a great idea to refurbish UNBSJ stadium a lot of big, positive and new events could happen which would promote our community and bring it closer together. The Wanderers fully support this idea.

DAVE GRANDY

MARK GALLAGHER

COACHES

Saint John Trojans Rugby Football Club Inc.
P.O. Box 6531, Station "A", Saint John, N.B., E2L 4R9

June 7, 2007

To: Canada Games Field Committee

Re: Turf Field

First let me introduce myself my name is David McPherson and I have been involved in the Saint John sporting community for over 40 years as an athlete, coach and organizer. My expertise is in the field of Rugby at the local, provincial and National level. I had the pleasure of coaching the Canada Games team in 1985 when Saint John was the toast of Canada particularly from the facility perspective and regretfully to the state where we are today.

The major issue with any field sport in this part of the world is the weather and the short seasons. To give you an example the High School Rugby season is completed in 5 weeks with each team playing 7 regular season games and 4 playoffs games. That works out to 2 games a week, senior players only play 1 game per week. If fields are closed due to weather you can just imagine the complications. For example this year we had to get special permission to extend the season and their insurance due to games being postponed due to weather.

The solution is turf fields. This year we took our High School Rugby to Montreal the 3rd week of April. The weather was terrible we played our first game in 6 inches of snow, by the time we played our last game on Saturday the field was completely bare –no damage no problem because we played on a Turf field. I cannot begin to tell you all the positives that a turf field provides. You have my full support in your proposal to upgrade UNBSJ to turf field

Respectfully yours,

D. McPherson

David McPherson (Head Coach Saint John High, Trojans R.F.C.)

June 8, 2007

Re: Refurbishment of the Canada Games Field at UNBSJ.

To Whom It May Concern:

As vice- president of the Fundy Minor Official Association I was asked to submit a letter with respect to the building of an all purpose playing field at UNBSJ.

I have officiated amateur football for the past fifteen years at each of the three levels. [Minor, high school and university] I have worked games in Nova Scotia, Quebec, and New Brunswick and through my experiences I have recognized that working and playing on an all purpose field is the only way to go.

The all purpose field offers a much safer environment to all that take part. It also allows for the actual use of the facility to extend to a larger percent of the year and it creates for an easy transformation from one outside sport to another.

As a parent, a coach, and an official the prime importance is the safety of the child\ athlete. I strongly believe that with this type of playing surface we will create a much safer environment to everyone that takes part. The surface is level to run on which would eliminate a sudden drop in body position. The participants would find it easier to make cuts when changing direction and when tackled they would find it softer when they landed. [Particularly on a cold day in November]

The calendar year for playing would be extended on both ends. Therefore, instead of beginning in May, you now could start in March and finish in December.

The term multi- sport is truly created with this type of playing surface. The participants of a soccer game would not be affected by the previous participants of a football game with respect to field deterioration. Each team would have clear even field to play on.

With respect to just these three points I would venture to say that by creating this type of playing surface, it would definitely be a step in the right direction for everyone involved.

Sincerely,

R. Armstrong

UNBSJ Field Turf Proposal - Letter of support

June 1, 2007

To Whom It May Concern:

Almost five years ago I had the opportunity to return to Saint John and make it the place where I would raise my family. Quality of life was the first thing that came to mind when making that choice, a choice that was strongly influenced by my first New Brunswick experience at Mount Allison University as a student, athlete and later coach.

Having been involved in Football for almost 20 years, across three provinces it was a natural way for me to integrate the community and give back to the youth of Saint John. The personal benefits I have gained through the game of football are too numerous to even mention, but in an attempt to summarize it I could say that it played a significant part in who I am today. Now as a local high school coach I can witness the tremendous impact on young lives and I can easily recall the number of times a kid wrote back with pride letting me know that they are doing well mainly because they were once given the chance of being part of something special.

As a Saint Johnner, I have been involved in coaching at the bantam, high school and senior levels. I have coached with our regional and provincial elite teams and have organized recruiting events to showcase our local talent to the various Canadian Universities.

Believe me when I say that the interest is growing at a very rapid pace, after all where can you find 50-75 kids or adults from diverse backgrounds come together as one team and strive for a common goal? In no other sport will you see a 300 lbs kid work with a teammate half his size and feel the he too can be part of the "team". At the senior level I have seen doctors and lawyers pair up with blue collar people and mutually respect each other on and off the field. This region has created the first women football league in Canada, something that we are tremendously proud of.

With that in mind, we have as a football community attempted to expand our sport and allow that natural growth to occur. Unfortunately we are faced with a serious issue: the lack of football fields. On numerous occasions we have turned around many individuals interested in getting involved because we simply have nowhere to play the game let alone practice. At my High school on any given night we may have 3-4 different sports team on one surface leaving 35-45 of my players to practice in a 20 yards by 20 yards square.

UNBSJ Field Turf Proposal - Letter of support

Two years ago while attempting to secure a field for 3 senior games, I was informed that we were on the waiting list after soccer, field hockey and dog shows.

Looking at the costs of building and maintaining natural fields and given their limited seasonal usage it would appear to be a costly venture over time if one did the long term cost benefit analysis. The solution that makes the most financial and practical sense is to invest into a "Field Turf" surface at UNBSJ.

I have been privileged to use this surface both as a coach with the Ottawa Junior Riders and have used the field in Moncton as well. Not only does it require little maintenance and can be used virtually year-round, it is one of the safest and durable surfaces I have ever seen.

I cannot stress enough that putting in place this field is an investment and not simply an expense. Over the long run it will reduce maintenance costs, increase participation and allow Saint John to host large sporting events. It is time to put ourselves back on the map and not allow all the other regions to leave us behind in their tracks. The capacity to involve more members of our community into sports will reflect our willingness to create a healthier and more dynamic Saint John.

Sincerely,

Pat Parent
Head Football Coach
Simonds High school
Director- Football New Brunswick

To whom it may concern,

The time has come for all three levels of government, with the assistance of the private sector, to get together and commit the necessary funds for the installation of an artificial surface field and an upgraded track at the Canada Games Stadium. The advantage of the artificial surface is that it truly can be used continuously as long as there is no snow (about 10 months of the year).

With the necessary upgrades the stadium can become a true multiuse facility (soccer, rugby, football, track & field, field lacrosse, field hockey, etc.) that can be utilized by the youth of the city and the university as well. It is a winning combination for all. Mayor MacFarlane and common council, MLAs, and MPs, the time for talk is done, now is the time for action.

With some additional seating and the proper lighting the field can be made a show piece to attract high profile regional, national & international events. Saint John is losing out. The high schools football finals are in Moncton, the Hershey Provincial and Atlantic Finals are held in Dieppe. Fundy Minor Football was forced to cancel its spring 13 & under and 15 under programs in part because of the lack of suitable fields.

It is time for the three levels of government to move forward with this initiative as laid out by the recreation committee.

Arliss Wilson
Saint John

barry ogden

From: "barry ogden" <bogden@nb.sympatico.ca>
To: "barry ogden" <bogden@nb.sympatico.ca>
Sent: Saturday, June 09, 2007 7:41 AM
Subject: Fw: NEW FIELD REQUIRED!

FUNDY FLAG FOOTBALL
UNBSJ ARTIFICIAL FIELD

The purpose of my e-mail is to ask that you add my voice in the pursuit of a new artificial turf field at UNB Saint John. I would like to be noted as a person who strongly believes that our community needs to enhance its ability to meet the needs of children who want to enjoy sports.

For the past few years, I have been coordinating and coaching the Fundy Minor Football "Flag" program in Saint John Central. The flag program has proven to be very popular and, as I indicated above, at least some of the players it attracts are not involved in any other minor sports. I suspect that this is a function of Fundy's commitment to making the game financially accessible to a wide population and, also, the fact that football offers children of varying athletic abilities meaningful positions, so that even the marginally athletic child can be a part of a team and can contribute in a satisfying manner. This is not true, of course, in many other sports.

In the course of coaching the flag teams, I have been shocked by the lack of field availability in Saint John. I must say that "shock" is not an overstatement: it has only been with great difficulty that I have been able to secure field time for the children's practices, and it has not been uncommon at all to find us relegated to small grassy patches near the "real" sports fields when soccer games, field hockey games and other events have been scheduled at the same times as our practices. I am not sure that Saint Johners really understand how great the need actually is for additional sports fields in this City. In my view, it is significant.

The beauty of an artificial turf field, as you know, is that it allows for more use on a consistent basis. Weather conditions are often less of a concern; the seasons of the year have less impact on usage; and the field presents many fewer safety concerns than does a natural grass/ dirt field. Beyond that, it is my understanding that a strong economic argument for artificial turf may exist, when ongoing maintenance costs are considered.

I still remember playing on teams and many of the specific games even now – decades later. What I recall are the positive experiences, the hard work, the determination, the teamwork and the pure fun of being part of something that was beyond me as an individual. In my estimation, team sports have very lasting and positive impacts on participants, and help to improve people for life. The opportunities for improvement are limited by resources, however, and I believe that the potential of Saint John's future generations is currently limited somewhat by our shortage of athletic facilities. A new artificial turf field at UNBSJ would certainly help.

Kelly VanBuskirk
LAWSON & CREAMER
Direct: (506) 633-3535
Fax: (506) 633-0465
E-mail: kvanbuskirk@lawsoncreamer.com

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June 1, 2007

To Whom it May Concern;

As a 30 year volunteer coach from this area I have been appalled at the condition of our sporting facilities in Saint John for some time. I did not realize until I started to travel throughout the Maritimes for sporting events, what was and has been available to other communities for years. We play on hard to maintain surfaces that are not even considered totally 'safe' by the actual participants. Some fields (Forest Hills and Allison Grounds) have had to be closed due to safety concerns, others should be considered for closure and upgrade as well.
Cost and demand have long been cited as the roadblock to better facilities for our community. What do the communities like Truro, Charlottetown, Moncton, Fredericton and Halifax use for money?

If we have the political will to make these changes-they will happen. We should begin this crusade with a low maintenance, high useage, cost effective 'turf' field at UNBSJ.

UNBSJ have the perfect scenario to begin our venture into the 21st century.
-existing facility
-stands and infrastructure
-centralized location
-a desire to work with the community it serves
-an opportunity to establish a legacy of growth

We need a turf field in Saint John and it should be at UNBSJ.

Philip McGarvey
Head Coach
St Malachy's High School
Saint John NB

Athletics NB / Athlétisme N.-B.
140J Hampton Rd.
Suite 323
Rothesay, N.B.
E2E 5Y3
Tel: (506) 849-4940
Fax: (506) 847-1684
E-Mail: anb@nbnet.nb.ca

The Jeux du Canada Games Renovation Committee
Attention : Bill MacMackin, Chair

Dear Bill,

On behalf of Athletics New Brunswick I want to thank your committee for taking the initiative to develop plans to upgrade the 1985 Jeux du Canada Games Stadium. I have been informed that these plans include renovations so that a number of sports at the highest level will be able to be staged at the stadium.

No doubt this will contribute greatly to the Greater Saint John Area being able to stage both national and international events on a regular basis-- something that has not been a possibility for over twenty years.

You can be assured that Athletics New Brunswick will help and assist your group in bringing this venture to fruition. We certainly look forward to promoting the renovated UNBSJ stadium as a great venue for hosting national and international athletic events in the very near future.

Yours in sport,

Dr. Dennis Furlong
President
Athletics NB

Appendix 2

EXHIBIT "F"

THIS AGREEMENT MADE as of the 1st day of September, A.D. 1983;

B E T W E E N:

THE SAINT JOHN 1985 CANADA SUMMER GAMES SOCIETY, INC. - LA SOCIETE DES JEUX D'ETE DU CANADA 1985 DE SAINT JOHN, INC. (herein called the "Society")

OF THE FIRST PART

- AND -

THE UNIVERSITY OF NEW BRUNSWICK (herein called the "Owner")

OF THE SECOND PART

- AND -

THE CORPORATION OF THE CITY OF SAINT JOHN (herein called "Saint John")

OF THE THIRD PART

WHEREAS the Canada Games Council (the "Council") has recommended that the 1985 Canada Summer Games be held at Saint John, New Brunswick;

AND WHEREAS the Minister of State Responsible for Fitness and Amateur Sport (the "Minister") selected Saint John, New Brunswick, as the site for the 1985 Canada Summer Games (the "Games");

AND WHEREAS the Society has been incorporated for the purpose of organizing, managing, promoting and conducting the Games on behalf of Canada, New Brunswick and Saint John;

AND WHEREAS Canada, New Brunswick, the Society and Saint John have entered into an Agreement providing for the organizing, managing, promoting and conducting of the Games (the "Four Party Agreement");

AND WHEREAS the facilities and the work and services hereinafter described are required by the Society for the purpose of the Games:-

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and conditions herein contained, the Society and the Owner agree to the following terms and conditions with respect to the construction of and use and enjoyment of the facilities described in or shown on Schedule "A" hereto.

1. The Society agrees to construct and/or install at its own cost and expense and subject to the Four Party Agreement, the work and services (the "work"), more particularly described in Schedule "A" hereto. It is understood and agreed that the Society's obligation to construct and/or install the work is subject to available financing.

2. The work shall be performed in accordance with plans and specifications developed by the Society in consultation with the Owner and approved by the Vice-President of the Owner or his designate. Plans and specifications shall provide for such adjustments, alterations and restoration as may be reasonably required to ensure the effective use and

enjoyment of the work and the facilities and the property upon which they are located after the Games.

3. The work shall be carried on in a good and workmanlike manner and the Society shall use its best efforts to minimize interference with the use and enjoyment by the Owner of the property on which the work is to be performed.

4. The work and the property on which it is situate shall be kept clear of Mechanics' Liens arising by virtue of the performance of the work by the Society at the expense of the Society.

5. The parties agree to co-operate one with the other in enforcement of warranties in connection with the performance of the work. All warranties, where possible, shall be for the benefit of the Society and the Owner.

6. The Owner shall have the right to inspect the work at all reasonable times.

7. The Society shall be responsible for utilities connected with the performance of the work by the Society. The Owner shall be responsible for utilities and for the security of the work and the location thereof after the work has been completed.

8. Title to the work shall at all times be in the Owner. The Owner represents and warrants to the Society that it has title to the property upon which the work is to be carried out and has the authority to enter into this Agreement.

9. Prior to the Games the Society shall be entitled to utilize the work and facilities of the Owner and the property on which they are situate for

purposes of the Society upon terms to be approved by the Owner and at no cost to the Society.

10. During the Games and no more than two (2) months prior thereto to the extent that the same is reasonably necessary, the Society shall have full and exclusive use of the work and of the facilities of the Owner and such portion of the property on which they are situate, as well as access thereto, at no cost to the Society, in order that the Society may fully and effectively utilize the work and facilities of the Owner in carrying out the Society's obligations to organize, manage, promote and conduct the Games.

11. After the work is completed and the Society has advised the owner that the work is suitable for use the Owner shall be completely responsible for the operating expenses and maintaining the work, during its useful life, in good condition and repair, and in particular, maintaining the work to Canada Games standards, in the opinion of the Society, until the completion of the Games. The Society shall have no obligation with respect to operating and maintenance costs of the work.

12. Should the Society, in its opinion, consider that the Owner is not maintaining the work to Canada Games standards, the Society shall notify the Owner and if the work is not maintained to Canada Games standards within a reasonable time the Society may perform such maintenance as may be necessary to return the work to Canada Games standards and charge all costs of such maintenance to the Owner. Upon the

Owner being advised of such costs, the amount thereof shall become immediately due and payable to the Society.

13. After the work has been completed and turned over to the Owner for use the Society may require the Owner to limit the use of the work prior to the Games to permit the work to be maintained to Canada Games standards.

14. After the Games are completed the work shall immediately be turned over to the Owner and the Society shall have no further/right or responsibility in connection with the work.

15. (a) Reasonable fire and other peril insurance coverage (where applicable) shall be placed and maintained upon the work by and at the expense of the Owner naming both the Society and the Owner as insureds. Such insurance shall be placed prior to the commencement of the work and maintained for the benefit of the Society until completion of the Games.

(b) The Society shall maintain public liability insurance coverage for the protection of the Owner and the Society to the extent of not less than $5,000,000.00 in respect of its use and occupation of the work. Nothing herein shall obligate the Society to duplicate any coverage in effect under the Four Party Agreement.

(c) Evidence of compliance with the insurance coverage required hereunder shall be furnished by the Owner or the Society to the Society or Owner, as the case may be, prior to the commencement of performance of the work and from time

to time thereafter during the currency hereof as the Owner or Society may reasonably require.

16. The terms and conditions of Schedule "B" shall form part of this Agreement.

17. Time is of the essence of this Agreement.

18. This Agreement constitutes the entire agreement between the Society and the Owner unless amended or modified in writing executed by both parties.

IN WITNESS WHEREOF the parties hereto have caused their respective corporate seals to be hereunto affixed and

attested by their respective proper officers duly authorized in that behalf.

THE SAINT JOHN 1985 CANADA SUMMER GAMES SOCIETY, INC. - LA SOCIETE DES JEUX D'ETE DU CANADA 1985 DE SAINT JOHN, INC.

Per _____
President

and _____
Secretary

THE UNIVERSITY OF NEW BRUNSWICK

Per _____
Vice-President in Saint John

and _____

THE CORPORATION OF THE CITY OF SAINT JOHN

Per _____
Mayor

and _____
Common Clerk (March 19, 198

SCHEDULE "A"

TO AN AGREEMENT BETWEEN THE SAINT JOHN 1985 CANADA SUMMER GAMES SOCIETY, INC. - LA SOCIETY DES JEUX D'ETE DU CANADA 1985 DE SAINT JOHN, INC., THE UNIVERSITY OF NEW BRUNSWICK AND THE CORPORATION OF THE CITY OF SAINT JOHN ENTERED INTO AS OF THE 1ST DAY OF SEPTEMBER, 1983

SITE AND FACILITY	DESCRIPTION OF WORK & SERVICES
Field House at The University of New Brunswick in Saint John	General upgrading for Basketball and Volleyball competition to Canada Games Facilities Standards including installation of basketball clock.
Track & Field Facility (new) at The University of New Brunswick in Saint John	Construction of new track and field facility to Canada Games Facilities Standards including excavation, installation of storm sewers, fill and grade, top soil and sod, construction of fencing, installation of lighting, construction of grandstand with storage area, installation of infields subsurface drainage and perimeter track drainage, track insulation, synthetic surface and asphalt underlay.

NOTE: Approximate location of Track and Field Facility shown on Reference Drawing for the Track and Field Venue for the Games prepared by Neil and Gunter Limited Dated September 16, 1983.

SCHEDULE "B"

TO AN AGREEMENT BETWEEN THE SAINT JOHN 1985 CANADA SUMMER GAMES SOCIETY, INC. - LA SOCIETY DES JEUX D'ETE DU CANADA 1985 DE SAINT JOHN, INC., THE UNIVERSITY OF NEW BRUNSWICK AND THE CORPORATION OF THE CITY OF SAINT JOHN ENTERED INTO AS OF THE 1ST DAY OF SEPTEMBER, 1983

The Owner and Saint John, in consideration of Saint John agreeing to the construction of a Track and Field Facility on the property of the Owner and of the Owner agreeing to such construction, and in consideration of the terms and conditions herein contained, agree as follows:-

1. The Owner shall pay to the Society immediately upon execution of this Agreement the sum of Two Hundred and Fifty Thousand Dollars ($250,000.00) as their contribution towards the cost of construction of the Track and Field Facility.

2. The Owner shall operate and maintain the Track and Field Facility at its expense. The long-term maintenance costs for the all weather Track and Field Event Run-ups shall be reviewed with Saint John at the end of each six (6) year period commencing on completion of the Games to determine if a shared cost scheme for the maintenance of the Track and Field Event Run-ups is appropriate based on useage by the Owner and Saint John.

3. The Track and Field Facility and associated dressing and shower rooms in the Field House (the "Facilities") shall be for the joint use of the Owner and Saint John and their use shall be jointly scheduled in accordance with the following priorities:-

(a) during September 1st in any year through April 30th of the following year (the normal university year) the Owner shall have priority for use of the Facilities for its own programmes;

(b) during May 1st through August 31st in any year Saint John shall have priority for the use of the Facility for its programmes.

The administration of the Track and Field Facility shall be the responsibility of the Owner.

4. The facilities to be made available to the Society for the Games and for Society sponsored activities or events shall include the use of the dressing and shower rooms in the Field House.

5. The Owner may charge a user fee or request a grant from Saint John to offset unusual operating and maintenance costs such as additional security or lighting for non-university sponsored special events or programmes.

6. University parking areas may be used for non-university scheduled events or programmes by participants using the Track and Field Facility and by those attending the programmes or events.

7. Saint John shall pay to the Owner annually for a period of five (5) years a grant in the amount of $50,000.00, the said grant to be paid during Saint John's 1984 fiscal year and continuing through 1988.

8. These terms and conditions and amendments or additions thereto remain in effect until such time as the Owner and Saint John otherwise agree in writing.

Mary L. Rumford
The Corporation of the City of Saint John

The University of New Brunswick

Appendix 3

CANADA GAMES STADIUM

REVITALIZATION AND FUTURE USE PLAN

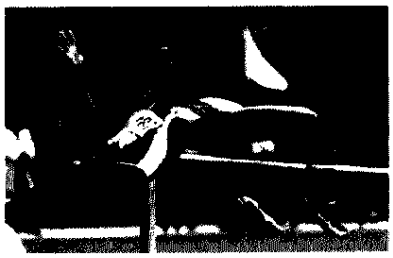
Final Report

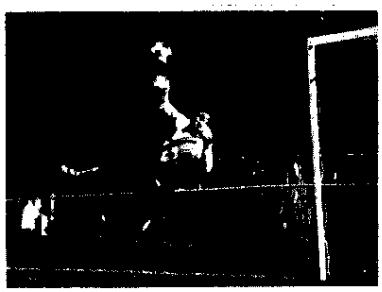
December 2006

DANIELS GLENN
LANDSCAPE ARCHITECTS & PARK PLANNERS

STRATEGY

- The City of Saint John is embarking on a new strategy to become the "Recreational and Wellness Community of Choice". With the new and exciting growth happening in Saint John the community has recognized the critical importance that recreation will play in attracting families and business to support current and continued growth. Part of meeting this need is the requirement for updated and modern recreational facilities.





STRATEGY

- A movement toward constructing new facilities and the upgrading of existing sites is gaining tremendous support. The first big step in this movement has been the construction of three new state-of-the-art multi-use sports fields in Millidgeville for our three uptown high schools, with opening day scheduled for September 2007. The second big step has seen Common Council's appointment of a Recreation Committee to assess the recreational needs and gaps within the community. This committee has completed the first phase of its work and several key needs and projects were identified as community priorities. Common Council has accepted and fully endorsed these recommendations and has established the, "Recreation Implementation Committee" to bring these projects to fruition for the community. One key priority that was endorsed is the development of a "Revitalization and Future Use Plan" for the UNBSJ Canada Games Stadium.





STRATEGY

- In 1985 the Canada Summer Games were held in New Brunswick for the first time. The event captured the spirit of the City with a crowd of 12,000 taking part in the opening ceremonies. A field of 2,779 athletes competed while setting 18 records. The legacy for Saint John and UNBSJ was a $3.5 million dollar stadium and track. The facilities include a 400 m synthetic track and grass sports field with seating for approximately 5,000. Varsity and intramural soccer are the primary users along with flag football, cricket and casual joggers. Past events held at the stadium include: local, regional, and national track and field events; international soccer matches; national archery events; regional and national police dog trials and the Rally of Hope. Today this facility still remains the primary track and field venue for the Province of New Brunswick.



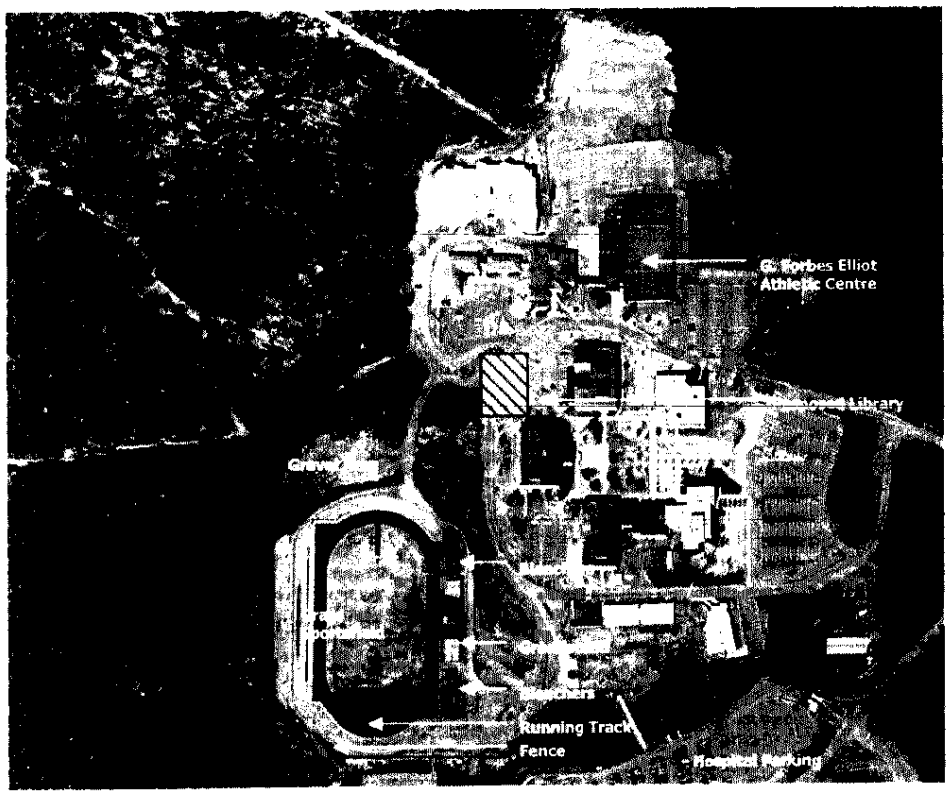
STRATEGY

- The Recreation Implementation Committee engaged Daniel K. Glenn Ltd., a consulting firm with extensive sport and recreation experience, to devise a development strategy for revitalizing the stadium. The firm was asked to investigate various options for upgrading the running track and stadium while adding an artificial turf sports field, additional seating and a new grass field adjacent to the stadium.

- The vision for the property is to become the "Crown Jewel" for all of "Greater Saint John's" outdoor sporting and community events. It is the intent of the community to host the Premier's proposed New Brunswick Games at this facility and in the Greater Saint John community in 2008. Hosting international, national and regional events is critical to the city capitalizing on the growing field of sport tourism. This project will be the catalyst to re-energizing the community and meeting the goal of becoming the "Recreation and Wellness Community of Choice".



EXISTING CONDITIONS



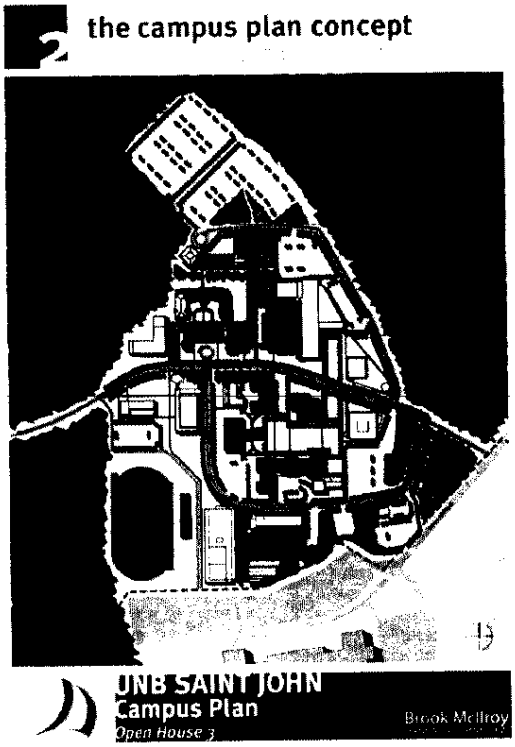
- The existing synthetic track is over twenty years old. Tracks normally have a life of 12-15 years

- The UNBSJ campus is surrounded by a rugged terrain with steep wooded slopes

DANIEL K GLENN LANDSCAPE ARCHITECTS & PARK PLANNERS

2005 Campus Plan

- In 2005, UNBSJ embarked on a campus planning exercise to guide future development. The vision is one of transformation, setting renewed standards for excellence and growth.



KEY RECOMMENDATIONS

Numerous options and facility enhancements were evaluated by the committee. The following list summarizes the key recommendations of the plan:

Replace Synthetic Track with new state-of-the-art surface

- Replace field with an Artificial Turf Field
- Grandstand Renovations to improve change rooms and seating, and media facilities
- Add a Canteen
- Add a separate Equipment Storage Building
- Add parking for 100 plus vehicles
- Light Track and Field
- Add new Natural Turf Field
- Light Natural Turf Field
- Add portable Bleachers

SYNTHETIC TRACK

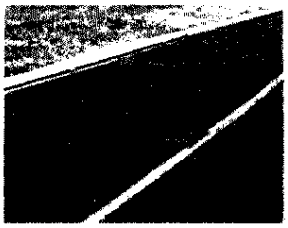


COSTING

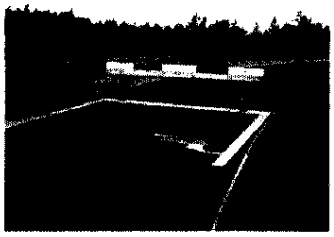
Synthetic Track $682,325



SYNTHETIC TRACK

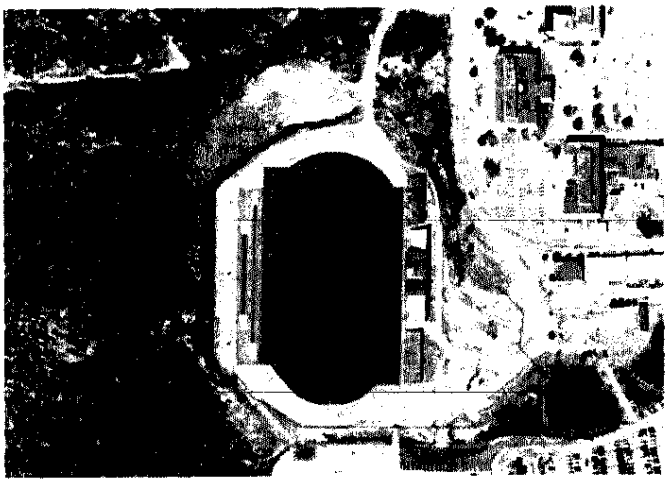


- Remove existing asphalt and track surface
- Install new asphalt base and seal coat
- Install new eight lane 400 metre synthetic track surface
- Surface thickness to be 12mm min. as per IAAF standards
- Line new track as per IAAF standards
- Resurface 2 long jump/triple jump runway areas
- Resurface 2 pole vault runway areas
- Resurface existing steeple chase pit



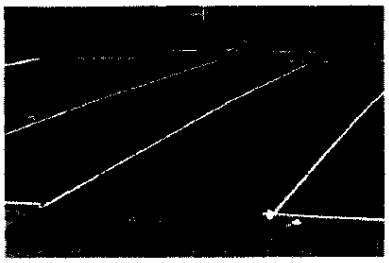
Estimated Cost: $ 682,325

ARTIFICIAL TURF FIELD



COSTING

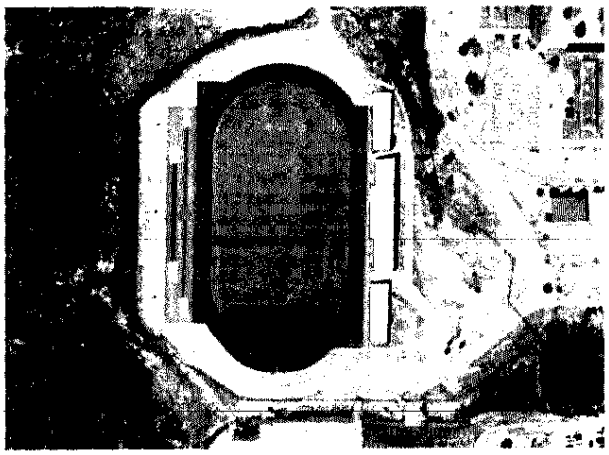
Synthetic Track	$682,325
Artificial Field	$802,050
SUBTOTAL	$1,484,375



- Install perimeter drainage
- Install draintile as per synthetic field manufacturer's specifications
- Subgrade area to required elevation, add scoreboard
- Fill with an approved cryogenically prepared rubber base
- Install new synthetic surface made of polyethelyne

Estimated Cost: $802,050

RENOVATE GRANDSTAND



COSTING

Synthetic Track	$682,325
Artificial Field	$802,050
Grandstand Reno	$525,000
SUBTOTAL	$2,009,375

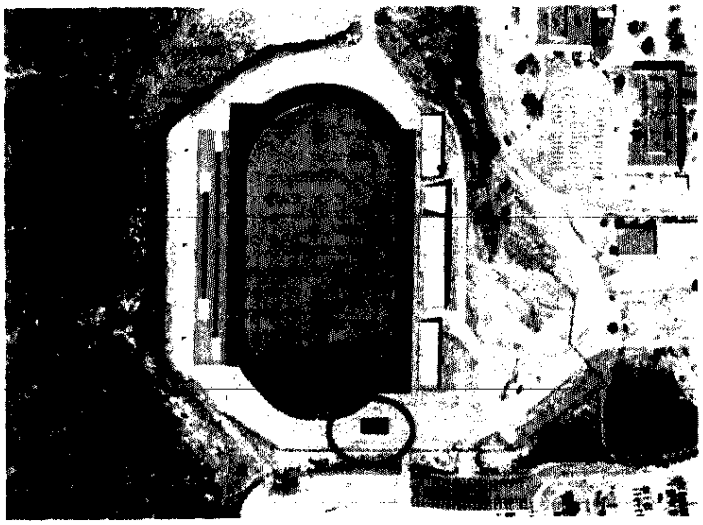




- Relocate existing storage facility to new building
- Repair seating and common passageways
- Renovate for six changing rooms and shower facilities
- Include referee rooms
- Build a press box outfitted for TV, voice and print media
- Plan for canvas box seating areas
- Add a canteen to the stadium
- Equip with required kitchen equipment

Estimated Cost: $525,000

EQUIPMENT STORAGE

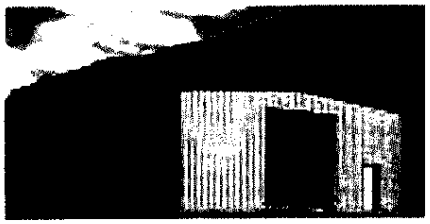


COSTING

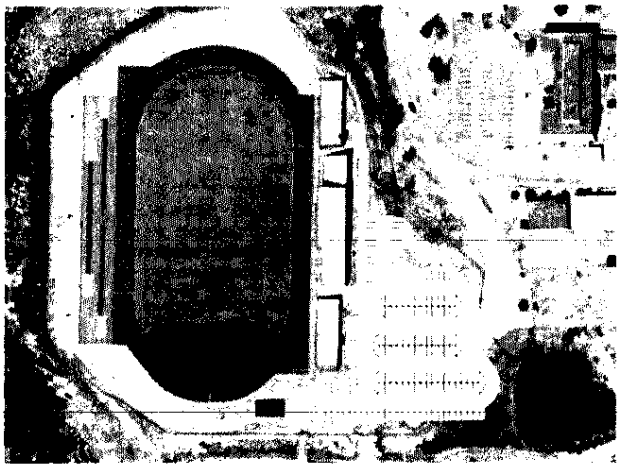
Synthetic Track	$682,325
Artificial Field	$802,050
Grandstand Reno	$525,000
Equip Storage	$ 75,000
SUBTOTAL	$2,084,375

- Erect a free standing 150 sq.m building on a concrete base

Estimated Cost: $75,000



PARKING



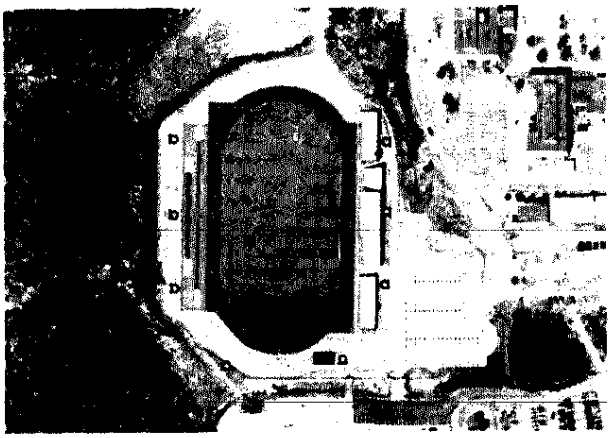
COSTING

Synthetic Track	$682,325
Artificial Field	$802,050
Grandstand Reno	$525,000
Equip Storage	$ 75,000
Parking	$260,960
SUBTOTAL	$2,345,335

- Redevelop entrance into a parking lot
- Create a welcoming entrance with signage and landscaping
- Install appropriate substructure for drainage
- Grade areas to desired elevations
- Install curbing
- Place asphalt base and top coat
- Paint lines for approximately 140 new parking stalls
- Install all required signage
- Landscape all disturbed areas, create sense of arrival

Estimated Cost: $220,210

LIGHT TRACK



COSTING

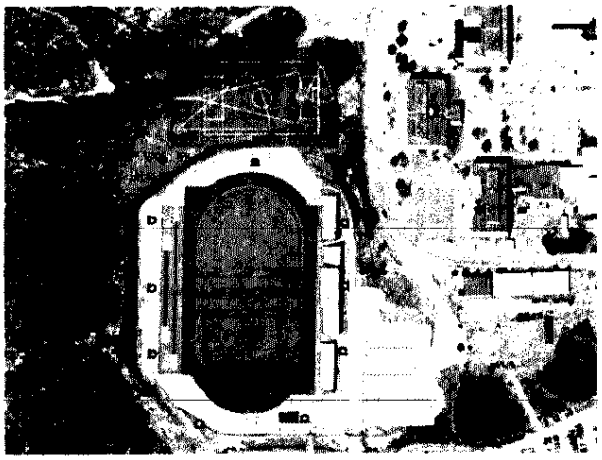
Synthetic Track	$682,325
Artificial Field	$802,050
Grandstand Reno	$525,000
Equip Storage	$ 75,000
Parking	$260,960
Light Track	$250,000
SUBTOTAL	$2,595,335

- Remove existing concrete light bases
- Install new light bases and electrical service
- Install new poles and adequate lighting to achieve 50-60 ft.candles(4.65 to 5.58 lux) average with a max/min. not to exceed ½ . This will provide lighting to meet the standard for competitive play and television coverage



Estimated Cost: $250,000

NEW NATURAL TURF FIELD



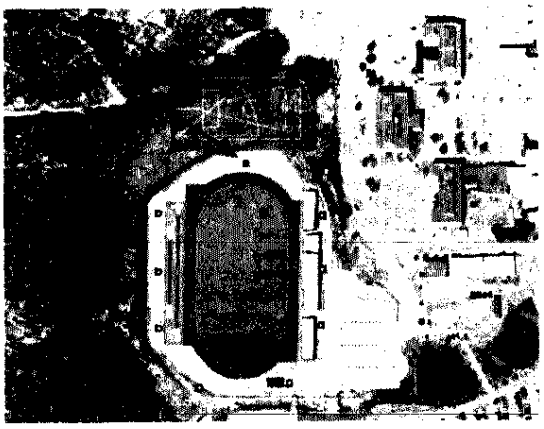
COSTING

Synthetic Track	$682,325
Artificial Field	$802,050
Grandstand Reno	$525,000
Equip Storage	$ 75,000
Parking	$260,960
Light Track	$250,000
Natural Turf	$468,550
SUBTOTAL	$3,063,885

- Clear and grub approximately 7,500 sq.m of existing forest
- Grade area to desired elevation
- Install substructure for drainage
- Fill with appropriate sub base and base fill
- Grade level pad for moveable bleachers
- Cover with designed topsoil, 200mm minimum and seed with sports field seed mix
- Install 25 metre by 2 metre javelin run with a minimum of 12mm synthetic surface
- Install 25 metre by 2 metre javelin run with a minimum of 12mm synthetic surface
- Install ramps and walls to facilitate access between fields
- Install 1.2 meter high fence around natural turf field
- Install discus and shot put rings
- Install irrigation system

Estimated Cost: $468,550

LIGHT NATURAL TURF FIELD



- Install new light bases and electrical service
- Install new poles and adequate lighting to achieve 50-60 ft.candles(4.65 to 5.58 lux) average with a max/min not to exceed ½ . This will provide lighting to meet the standard for competitive play and television coverage.

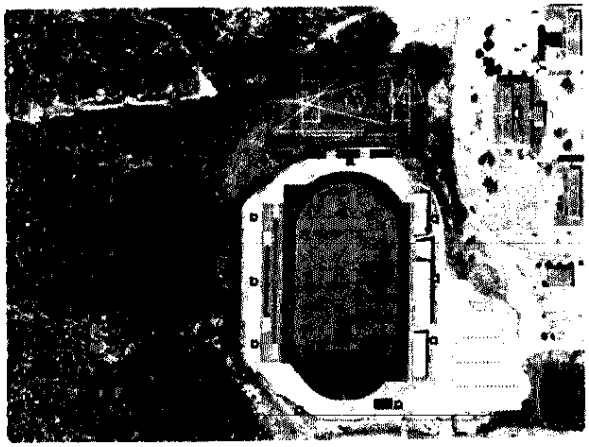
Estimated Cost: $200,000

COSTING

Synthetic Track	$682,325
Artificial Field	$802,050
Grandstand Reno	$525,000
Equip Storage	$ 75,000
Parking	$260,960
Light Track	$250,000
Natural Turf	$468,550
Light Natural Turf	$200,000
SUBTOTAL	$3,263,885



PORTABLE BLEACHERS

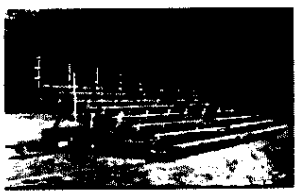


- Purchase portable, folding bleachers to accommodate 1000 spectators. (5 sets of 200 seats)

Estimated Cost: $ 250,000

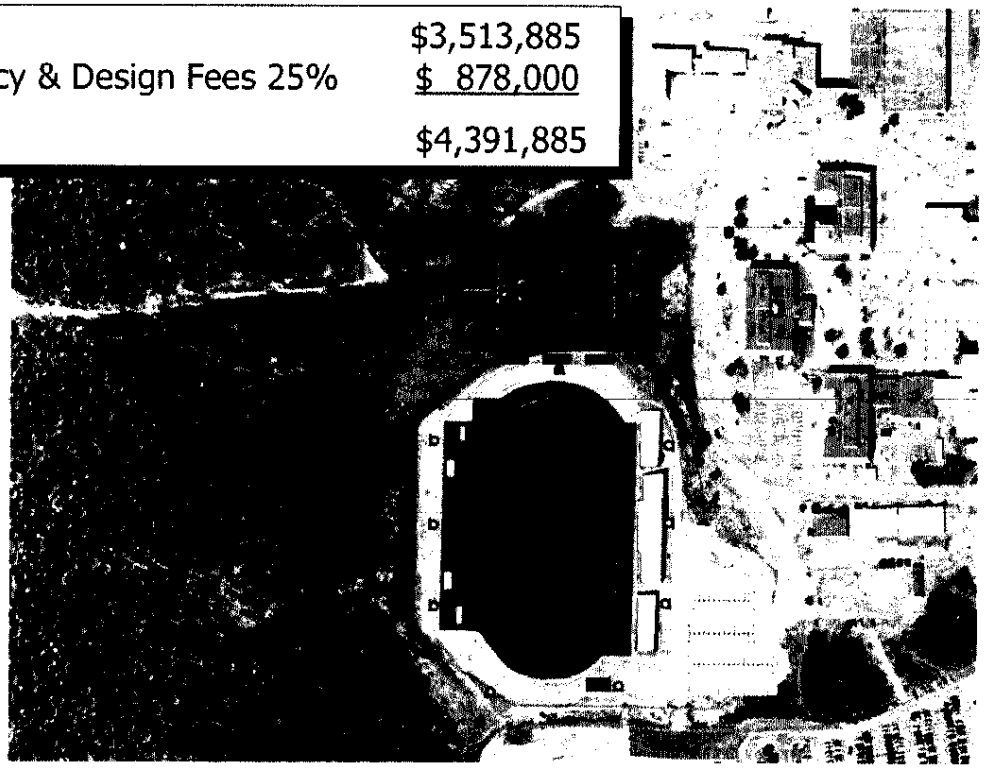
COSTING

Synthetic Track	$682,325
Artificial Field	$802,050
Grandstand Reno	$525,000
Equip Storage	$ 75,000
Parking	$260,960
Light Track	$250,000
Natural Turf	$468,550
Light Natural Turf	$200,000
Portable Bleachers	$250,000
SUBTOTAL	$3,513,885



OVERALL

Subtotal	$3,513,885
Contingency & Design Fees 25%	$ 878,000
TOTAL	$4,391,885



OPERATIONAL ISSUES

FACILITY	WARRANTY	LIFE CYCLE	TYPICAL OPERATION COSTS	MAINTENANCE
Running Track	5 years	12-15 years	Minimal	Sweeping
Synthetic Turf Field	8 years	10-15 years Unlimited use	$5,000 - $15,000	Grooming Line Painting
*Lights per Field	25 years	25 years	$20-25/hr or $10,000 - $15,000/ year	Bulb Replacement
Natural Turf Field	1 year	10 years max. 10-15 football games/yr. Or 10-15 other sports events per week	$20,000 - $30,000	Aeration Fertilizer Irrigation Over-seeding Mowing Line field
*280 kwh/h of usage first 1300 kwh @ $0.13/hwh/h, >1300 kwh @ $0.07/kwh per month				

Preliminary Opinion of Costs Phase A - UNBSJ Track and Field				December-06
	Units	Qty	Rate	Expanded
Synthetic Track				
Remove existing track surface and asphalt	m2	6200.00	$6.00	$37,200.00
Fine grading and shim granular base	m2	6800.00	$2.50	$17,000.00
Install new asphalt base coat	Tonne	665.00	$105.00	$69,825.00
Install new asphalt seal coat	Tonne	830.00	$110.00	$91,300.00
Install new track surface	m2	6800.00	$55.00	$374,000.00
Events	lump sum	1.00	$16,000.00	$16,000.00
Misc. sand pits, boards ect	lump sum	1.00	$30,000.00	$30,000.00
Drainage line under track, misc	lump sum	1.00	$25,000.00	$25,000.00
Line painting	lump sum	1.00	$22,000.00	$22,000.00
				$682,325.00
Artificial Field				
Artificial field and Cryogenic rubber	m2	10000.00	$50.00	$500,000.00
Laser Grading	m2	10000.00	$5.40	$54,000.00
Excavation	m3	3000.00	$7.00	$21,000.00
Curbing	l.m.	400.00	$50.00	$20,000.00
Geotextile layer	m2	10000.00	$3.50	$35,000.00
Multiflow and perimeter drain	lump sum	1.00	$50,000.00	$50,000.00
150mm 3/4" clear fill	tonne	2250.00	$13.00	$29,250.00
50mm 3/8-1/4 clear fill	tonne	800.00	$15.00	$12,000.00
50mm limestone	tonne	900.00	$12.00	$10,800.00
Misc. site work	lump sum	1.00	$20,000.00	$20,000.00
Scoreboard	lump sum	1.00	$30,000.00	$30,000.00
Removable goals and players benches	lump sum	1.00	$20,000.00	$20,000.00
				$802,050.00
Existing Grandstands				
Renovate existing Grandstands/bleachers, box seat ready	lump sum	1.00	$175,000.00	$175,000.00
Sound system,media requirements	lump sum	1.00	$50,000.00	$50,000.00
canteen and fit up	lump sum	1.00	$100,000.00	$100,000.00
Renovate Interior- 6 change rooms and washrooms	lump sum	1.00	$200,000.00	$200,000.00
canteen and fit up				**$525,000.00**
Equipment Storage Building	lump sum	1.00	$75,000.00	**$75,000.00**
Parking lot and roads				
Grading	m2	3500.00	$5.00	$17,500.00
Install new asphalt base coat	Tonne	415.00	$105.00	$43,575.00
Install new asphalt seal coat	Tonne	350.00	$110.00	$38,500.00
Line Painting	l.m	420.00	$3.00	$1,260.00

	Units	Qty	Rate	Expanded
Curbing	l.m	330.00	$60.00	$19,800.00
Granular Base	m3	525.00	$25.00	$13,125.00
Granular Subbase	m3	360.00	$20.00	$7,200.00
Common fill	m3	2000.00	$15.00	$30,000.00
Landscaping Edges	lump sum	1.00	$20,000.00	$20,000.00
Signage	lump sum	1.00	$10,000.00	$10,000.00
Drainage	lump sum	1.00	$60,000.00	$60,000.00
				$260,960.00
Lighting for Track				
Install new track lighting, replace light bases	lump sum	1.00	$250,000.00	**$250,000.00**
Movable Bleachers				
Seating for 1000	ea	5.00	$50,000.00	**$250,000.00**
Natural Turf (Beside Track)				
Clearing and Grubbing	m2	7500.00	$2.00	$15,000.00
Grading	m2	15000.00	$2.00	$30,000.00
Irrigation and distribution controls	lump sum	1.00	$30,000.00	$30,000.00
Waterline	lump sum	1.00	$10,000.00	$10,000.00
Electrical	lump sum	1.00	$15,000.00	$15,000.00
Drainage	lump sum	1.00	$50,000.00	$50,000.00
Javelin run	lump sum	1.00	$5,000.00	$5,000.00
Scoreboard	lump sum	1.00	$20,000.00	$20,000.00
Goal Posts and players benches	lump sum	1.00	$20,000.00	$20,000.00
Double vehicle gate	ea	1.00	$900.00	$900.00
Person gate	ea	2.00	$450.00	$900.00
fencing	l.m.	480.00	$45.00	$21,600.00
Seeding	m2	14000.00	$1.50	$21,000.00
Drainage Stone	m3	1550.00	$25.00	$38,750.00
Topsoil	m3	4400.00	$16.00	$70,400.00
Common Fill	m3	8000.00	$15.00	$120,000.00
				$468,550.00
Light Natural Turf				
Install new lighting for natural turf	lump sum	1.00	$200,000.00	**$200,000.00**
Subtotal				**$3,513,885.00**
25% Contingency and Design fees				**$878,000.00**
Total				**$4,391,886.00**



Update to Common Council
August 2007

Agenda

- Background
- Events
- Website
- Promotional Material
- Media Coverage
- Action Plan



SPEAK UP

Background

- The Cabinet arose as a recommendation of the Inclusive Cities Canada Project.
- The first recruitment event was held in late November 2005.
- The SJYC has a core of eight highly dedicated members who have been meeting regularly since its inception.
- The SJYC was recognized as Council's youth advisory committee in December 2006.
- The SJYC is a volunteer group open to youth aged 13 to 25.
- The Youth Cabinet has 2 Council Liaisons.
- The SJYC is in the process of changing hands from the Human Development Council to the City of Saint John's Leisure Services Department.

Events

- Open House
- Federal Election Initiative
- TakingITGlobal Open Forum
- PAN-CAN Youth Cabinet
- Conference
- Uptown Cleanup & Roundtable
- And Many More



SPEAK UP

SJYC Website



- www.sjyc.ca
- Launched last September
- Over 15,000 hits & 7,000 individual visits
- Sections:
  - SJYC at a Glance
  - Events & Projects
  - Photo Gallery
  - SJYC in the News
  - Press Releases
  - History
  - Publications
  - Get Involved
  - Contact
  - Speak Up
  - Links

SPEAK UP

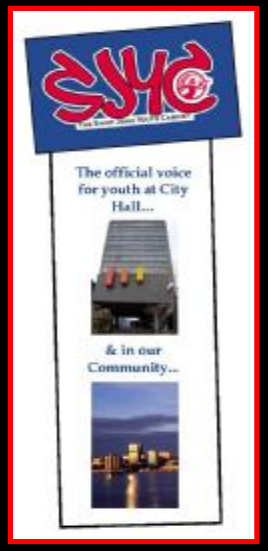
Promotional Material









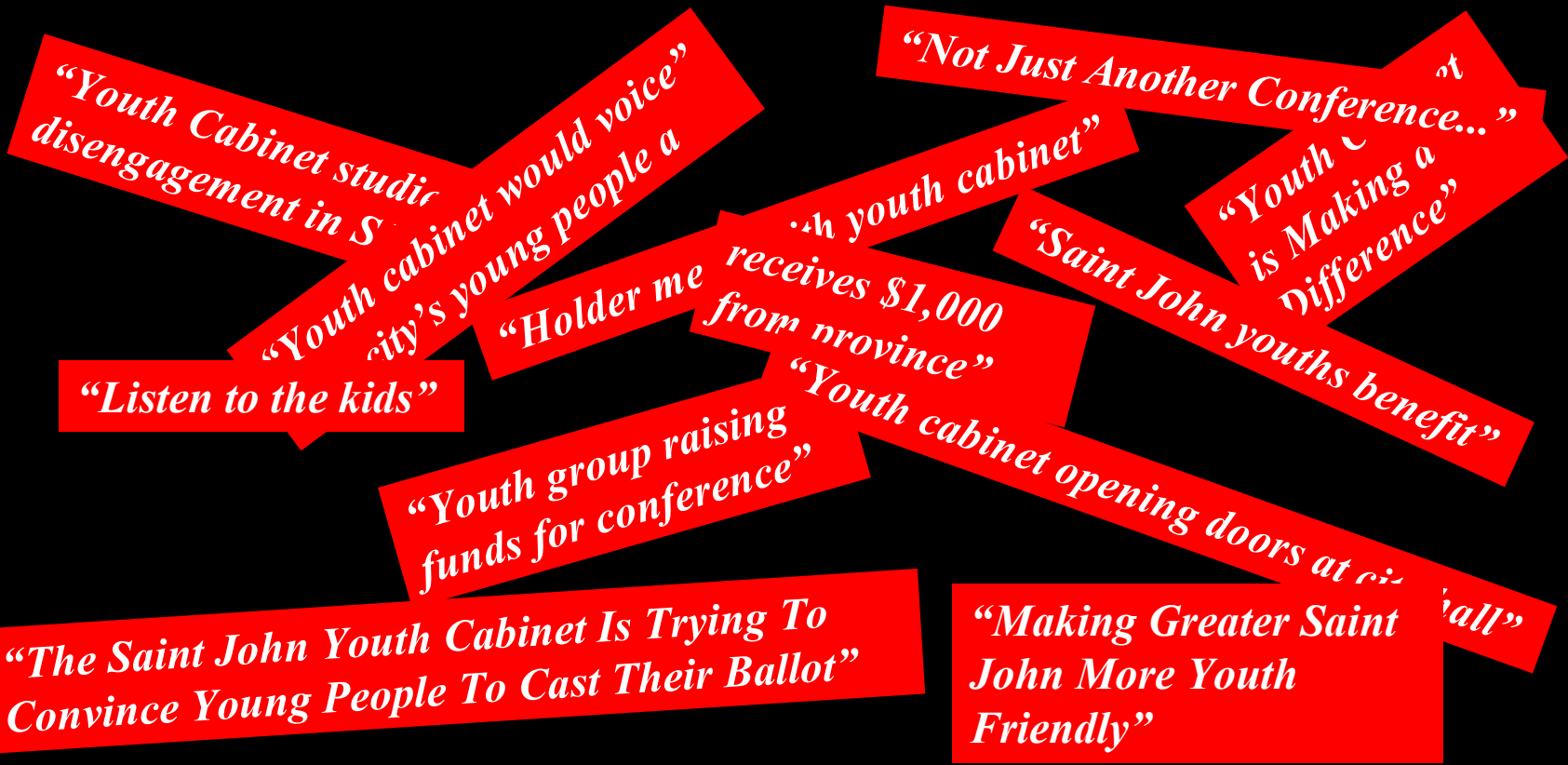






Media Coverage

The SJYC has been featured in over 30 print, radio & TV news stories.



SPEAK UP

SJYC

Action Plan

Summer 2007

Finalizing the transfer of coordinator duties from the HDC to Leisure Services (Kathy Bélanger) to solidify the SJYC's relationship with the City.

SPEAK UP

SJYC

Action Plan

Summer 2007	Fall 2007
Finalizing the transfer of coordinator duties from the HDC to Leisure Services (Kathy Bélanger) to solidify the SJYC's relationship with the City.	Hold a recruitment drive to coincide with the beginning of the school year to attract a broad-based membership.

SPEAK UP

SJYC

Action Plan

Summer 2007	Fall 2007
Finalizing the transfer of coordinator duties from the HDC to Leisure Services (Kathy Bélanger) to solidify the SJYC's relationship with the City.	Hold a recruitment drive to coincide with the beginning of the school year to attract a broad-based membership.
	Conduct a survey-based youth needs assessment in Saint John.
	Solidify the SJYC's structure (Terms of Reference) & elect an executive.

SPEAK UP

Action Plan

Summer 2007	Fall 2007
Finalizing the transfer of coordinator duties from the HDC to Leisure Services (Kathy Bélanger) to solidify the SJYC's relationship with the City.	Hold a recruitment drive to coincide with the beginning of the school year to attract a broad-based membership.
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SPEAK UP

Action Plan

Summer 2007	Fall 2007	Winter 2007-08
Finalizing the transfer of coordinator duties from the HDC to Leisure Services (Kathy Bélanger) to solidify the SJYC's relationship with the City.	Hold a recruitment drive to coincide with the beginning of the school year to attract a broad-based membership.	Hold a strategic visioning session.
	Conduct a survey-based youth needs assessment in Saint John.	
	Solidify the SJYC's structure (Terms of Reference) & elect an executive.	

SPEAK UP

Action Plan

Summer 2007	Fall 2007	Winter 2007-08
Finalizing the transfer of coordinator duties from the HDC to Leisure Services (Kathy Bélanger) to solidify the SJYC's relationship with the City.	Hold a recruitment drive to coincide with the beginning of the school year to attract a broad-based membership.	Hold a strategic visioning session.
	Conduct a survey-based youth needs assessment in Saint John.	Host a Saint John youth forum/SJYC AGM to engage local youth, address issues uncovered during the needs assessment, & increase awareness about the SJYC.
	Solidify the SJYC's structure (Terms of Reference) & elect an executive.	

SPEAK UP

SJYC

Action Plan

Summer 2007	Fall 2007	Winter 2007-08	Spring 2008
Finalizing the transfer of coordinator duties from the HDC to Leisure Services (Kathy Bélanger) to solidify the SJYC's relationship with the City.	Hold a recruitment drive to coincide with the beginning of the school year to attract a broad-based membership.	Hold a strategic visioning session.	Conduct a campaign for the May 2008 municipal election to encourage youth 18+ to vote & all youth to become engaged in the municipal process.
	Conduct a survey-based youth needs assessment in Saint John.	Host a Saint John youth forum/SJYC AGM to engage local youth, address issues uncovered during the needs assessment, & increase awareness about the SJYC.	
	Solidify the SJYC's structure (Terms of Reference) & elect an executive.		

SPEAK UP

Action Plan

Summer 2007	Fall 2007	Winter 2007-08	Spring 2008	Summer 2008
Finalizing the transfer of coordinator duties from the HDC to Leisure Services (Kathy Bélanger) to solidify the SJYC's relationship with the City.	Hold a recruitment drive to coincide with the beginning of the school year to attract a broad-based membership. Conduct a survey-based youth needs assessment in Saint John. Solidify the SJYC's structure (Terms of Reference) & elect an executive.	Hold a strategic visioning session. Host a Saint John youth forum/SJYC AGM to engage local youth, address issues uncovered during the needs assessment, & increase awareness about the SJYC.	Conduct a campaign for the May 2008 municipal election to encourage youth 18+ to vote & all youth to become engaged in the municipal process.	Continue to maintain a national presence by fundraising to send a delegation to the 2008 PAN-CAN Youth Cabinet Conference in Toronto.

SPEAK UP

SJYC

Action Plan

Summer 2007	Fall 2007	Winter 2007-08	Spring 2008	Summer 2008
Finalizing the transfer of coordinator duties from the HDC to Leisure Services (Kathy Bélanger) to solidify the SJYC's relationship with the City.	Hold a recruitment drive to coincide with the beginning of the school year to attract a broad-based membership.	Hold a strategic visioning session.	Conduct a campaign for the May 2008 municipal election to encourage youth 18+ to vote & all youth to become engaged in the municipal process.	Continue to maintain a national presence by fundraising to send a delegation to the 2008 PAN-CAN Youth Cabinet Conference in Toronto.
	Conduct a survey-based youth needs assessment in Saint John.	Host a Saint John youth forum/SJYC AGM to engage local youth, address issues uncovered during the needs assessment, & increase awareness about the SJYC.		Submit an annual report to Common Council.
	Solidify the SJYC's structure (Terms of Reference) & elect an executive.			

SPEAK UP



Thank you for this opportunity!

SPEAK UP

Application for a Zoning By-law Amendment
Demande de modification à l'arrêté sur le zonage

Applicant Related Information / Renseignements sur le demandeur

Name of Applicant / Nom du demandeur 629501 NB Ltd.

Mailing Address of applicant / Addresse postale du demandeur 15 Scotiaview Dr

Saint John Postal Code / Code postal E2M 4E9

Telephone Number / Numéro de téléphone 647 7228 / 636 2860

Home / Domicile 636 2860 Work / Travail 647 7228

Fax Number / Numéro de télécopieur _____

Name of Property Owner (if different) / Nom du propriétaire (si différent)

James McCarthy / Gerald Lowe

Address / Adresse 15 Scotiaview Dr. Postal Code / Code postal E2M 4E9

Property Information / Renseignements sur la propriété

Location / Emplacement 237 Lochlomand Rd. 00314575

Civic # / No de voirie Street / Rue PID / NIP

Lot Area / Superficie du lot 7100 Sq Ft Street Frontage / Façade sur rue 79'

Existing Use of Property / Utilisation actuelle de la propriété Dilapitated non Conforming 2 Family VACANT

Municipal Plan land Use Designation
Désignation de utilization des terres sur le plan municipal _____

Amendment Requested / Modification demandée

Present Zoning / Zonage actuel _____

☐ Change Zoning to / Modification du zonage à _____
and/or / ou

☐ Text Amendment (indicate particulars) / Modification due texte (indiquez les détails)

_____

_____

_____

_____

_____

_____

Development Proposal / Proposition d'aménagement

Description of Proposal / Description de la proposition

We PurchASED Property AS A bANK forclosure. WAS being USED AS A 3 family. We obtained A permit AND demolished front unit AS it WAS DillapitATED. We ARE planning to renovate existing 2 family (3 bedrooms up/2 Down) AND replace the torn down unit with A New 6 BEDroom 3 bATh unit.

You must provide a scaled site plan that illustrates your proposal. You may also provide photographs, building plans, elevation drawings and any other form of information. The plan must show the dimensions of the property, the location of all buildings, driveways, parking areas, landscaping and signs. It is important that the distance between the property boundary and buildings are shown.

Vous devez fournir un plan du site à l'échelle illustrant votre proposition. Vous pouvez également fournir des photographies, des plans de bâtiment, des dessins de plan d'élévation et toute autre forme de renseignement. Le plan doit indiquer les dimensions de la propriété, l'emplacement de la totalité des bâtiments, des allées, des aires de stationnement, des aménagements paysagers et des panneaux de signalisation. Il est important d'indiquer la distance entre les limites de la propriété et les bâtiments.

Provide reasons why these amendments should be approved. / Fournir tout autre renseignement concernant votre proposition qui pourrait être approuvées.

This property WAS AN unkept non conforming 3unit property. We would like to renovate to todays STANDARDS AND replace this eyesore with AN Appealing well kept Conforming 3unit.

Provide any other information about your proposal that would be helpful. / Fournir tout autre renseignement concernant votre proposition qui pourrait être utile.

We believe that the proposed building AND energy boom MAKES this A VIABLE proposal.

Signature of Applicant / Signature du demandeur James LeCelly

Date July 17/07

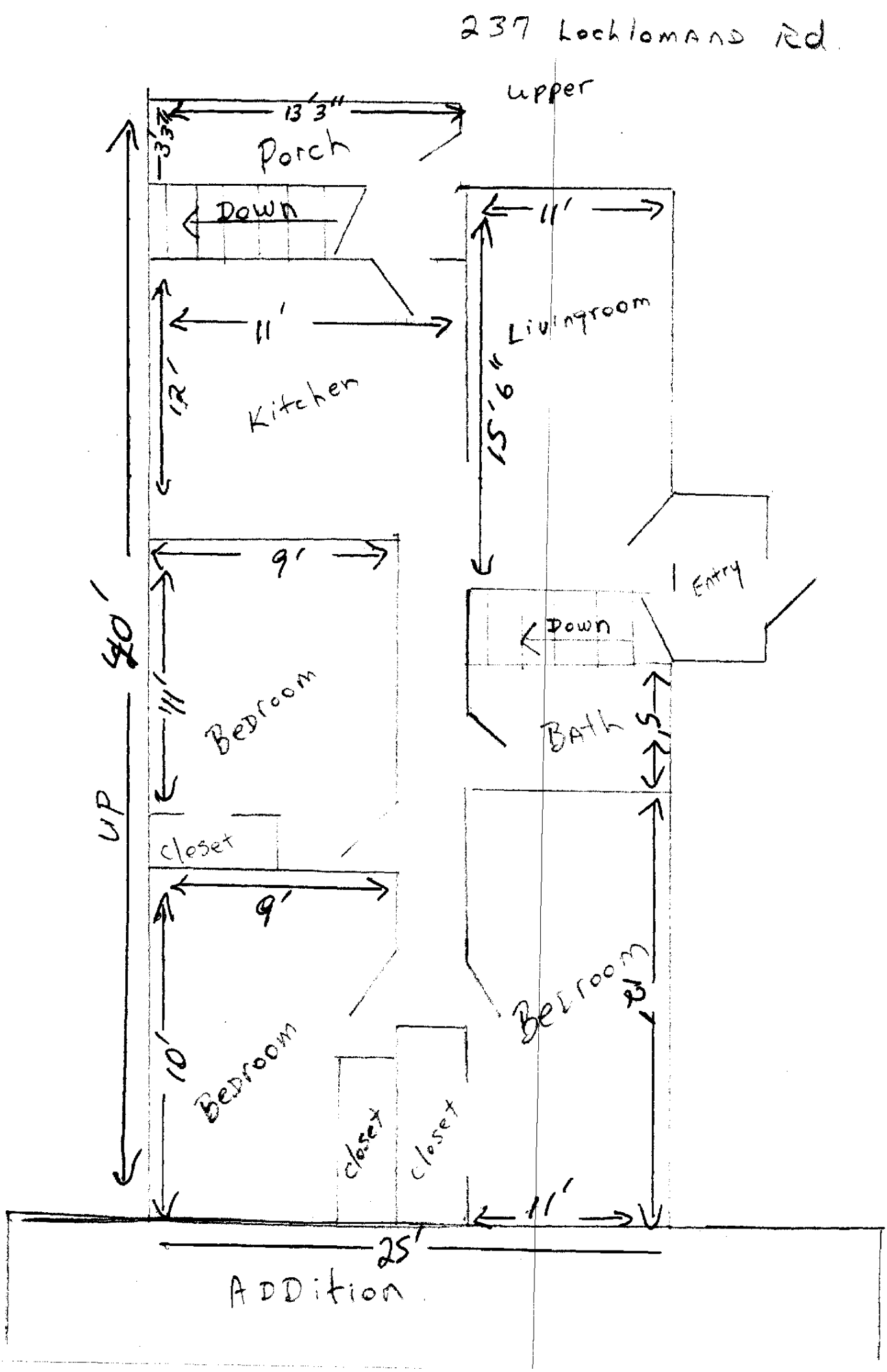
☐ $400 Application Fee Enclosed / Ci-joint les frais de demande de 400 $

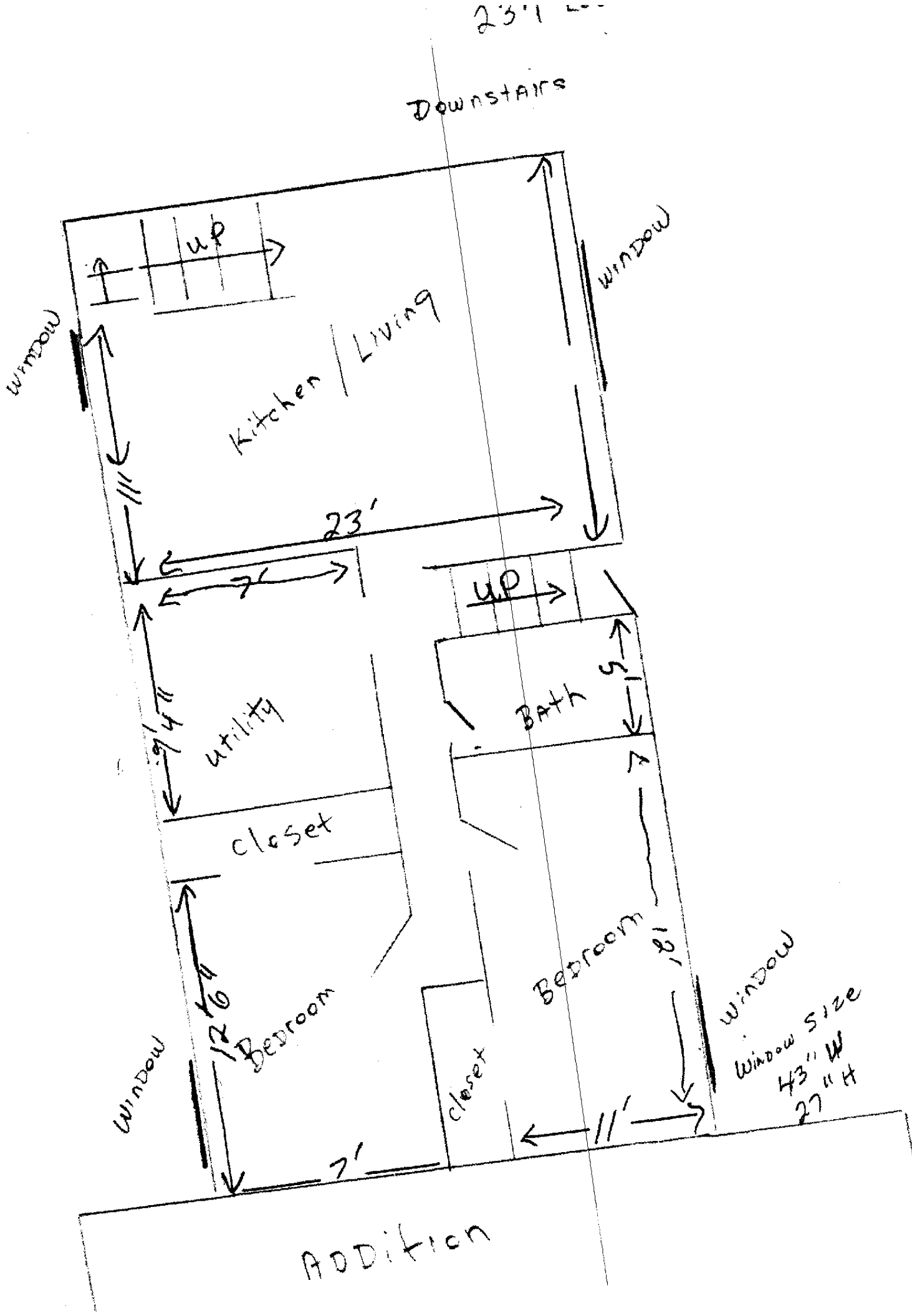
If you are not the owner of the land in question please have the owner sign below. The signature of the owner is authorizing this application to proceed for consideration by Common Council.

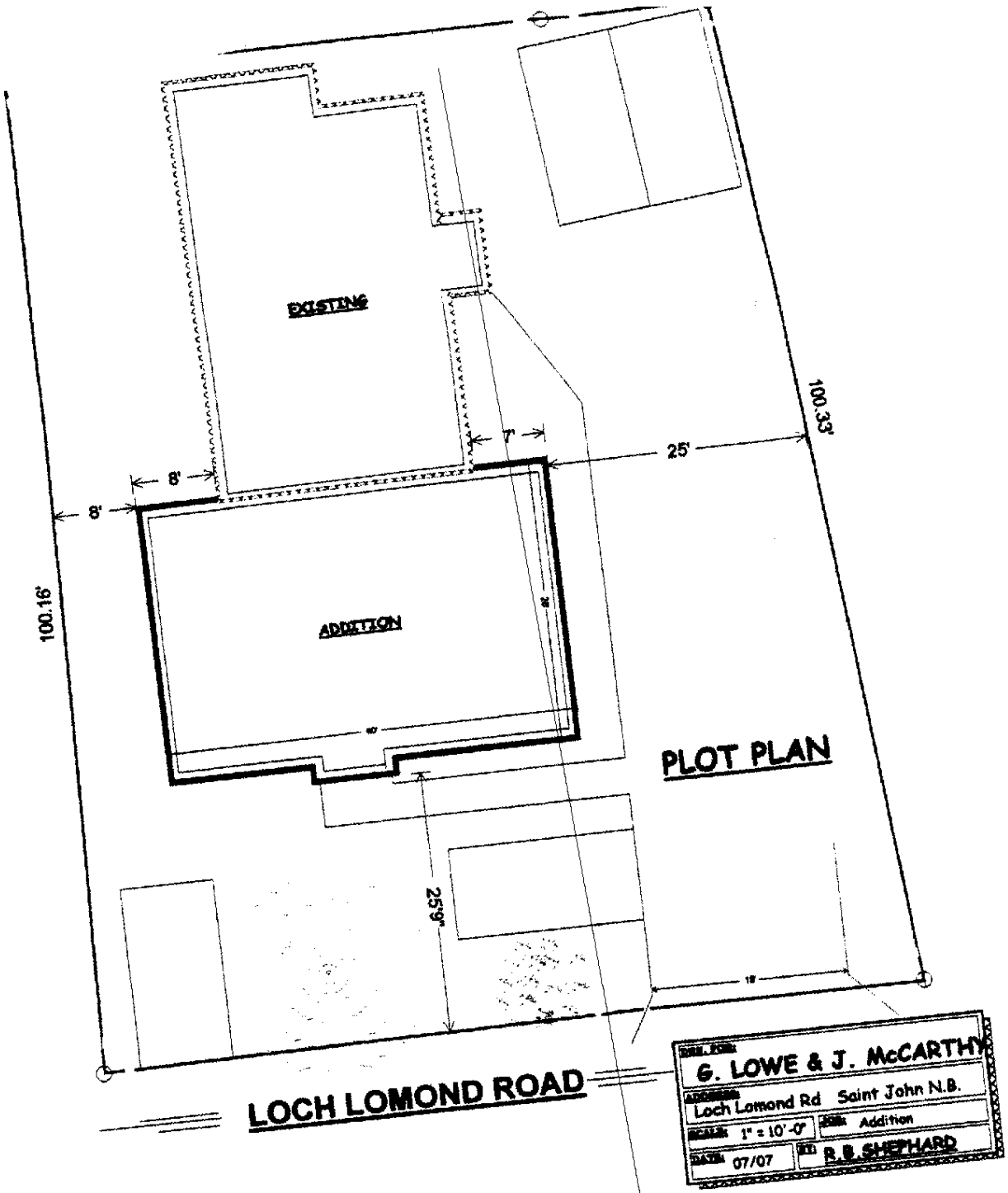
Si vous n'êtes pas le propriétaire du terrain en question, veuillez obtenir la signature du propriétaire dans la partie ci-dessous. La signature du propriétaire autorisant le traitement de la présente demande pour que cette dernière soit examinée par le conseil communal.

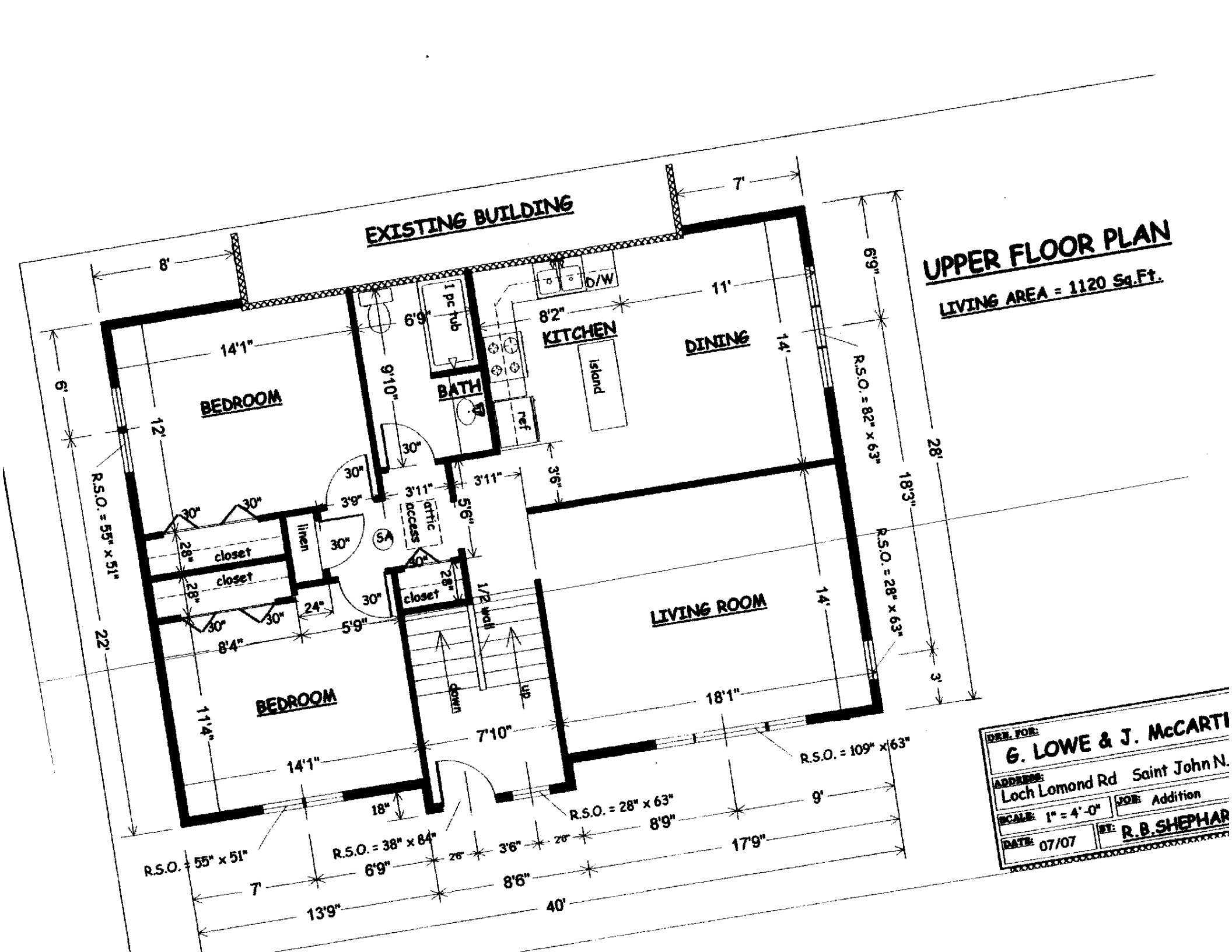
Signature of Owner (if applicable)
Signature due propriétaire (s'il y a lieu) James LeCelly

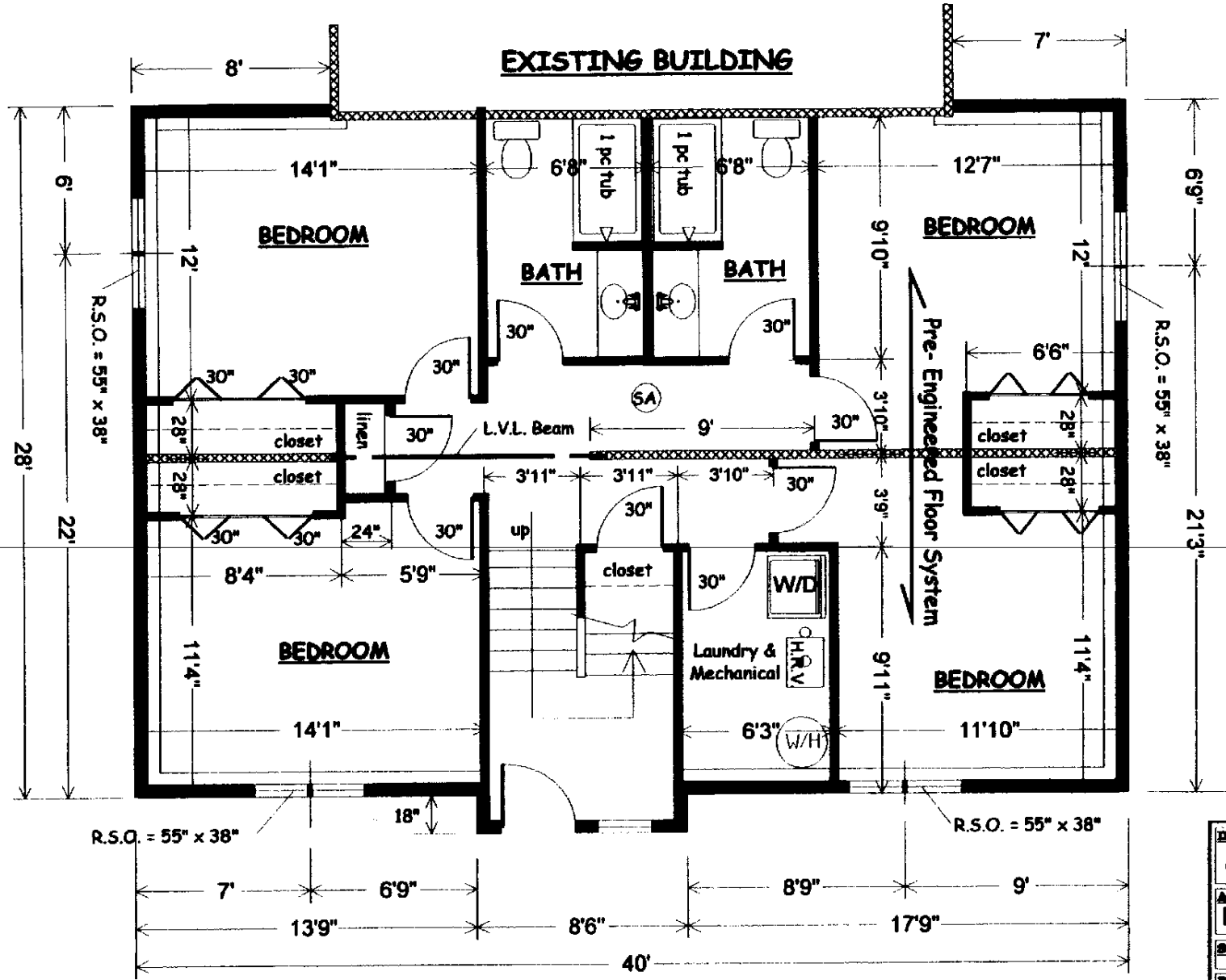
Date: July 17/07


237 Lochlomand Rd
upper
13'3"
3'3"
Porch
Down
11'
Livingroom
11'
12'
Kitchen
15'6"
9'
Entry
40'
Down
Bedroom
11'
BATH
5'
UP
closet
9'
10'
Bedroom
Bedroom
21'
closet
closet
11'
25'
ADDition


Downstairs
up
window
window
Kitchen | Living
11'
23'
7'
up
Bath
5'
4'
utility
closet
Bedroom
12'
10'
window
Bedroom
8'
window
Window size
43" W
27" H
closet
11'
7'
Addition


EXISTING
ADDITION
8'
8'
7'
25'
100.33'
100.16'
25.9'
PLOT PLAN
LOCH LOMOND ROAD
G. LOWE & J. McCARTHY
Loch Lomond Rd Saint John N.B.
1" = 10'-0"
Addition
07/07
R.B. SHEPHARD


EXISTING BUILDING
UPPER FLOOR PLAN
LIVING AREA = 1120 Sq.Ft.
BEDROOM
BATH
KITCHEN
DINING
LIVING ROOM
BEDROOM
closet
closet
linen
closet
attic access
1/2 wall
down
up
island
ref.
d/w
1 pc tub
R.S.O. = 55" x 51"
R.S.O. = 82" x 63"
R.S.O. = 28" x 63"
R.S.O. = 109" x 63"
R.S.O. = 38" x 84"
R.S.O. = 28" x 63"
R.S.O. = 55" x 51"
8'
7'
6'
22'
14'1"
12'
9'10"
6'9"
8'2"
11'
14'
6'9"
18'3"
28'
3'6"
3'11"
3'11"
5'6"
3'9"
30"
28"
24"
5'9"
8'4"
11'4"
7'10"
14'1"
18"
18'1"
9'
3'
7'
6'9"
13'9"
2'6"
3'6"
2'6"
8'9"
8'6"
17'9"
40'
DRG. FOR:
G. LOWE & J. McCARTI
ADDRESS:
Loch Lomond Rd Saint John N.
SCALE: 1" = 4'-0"
JOB: Addition
DATE: 07/07
BY: R.B.SHEPHAR

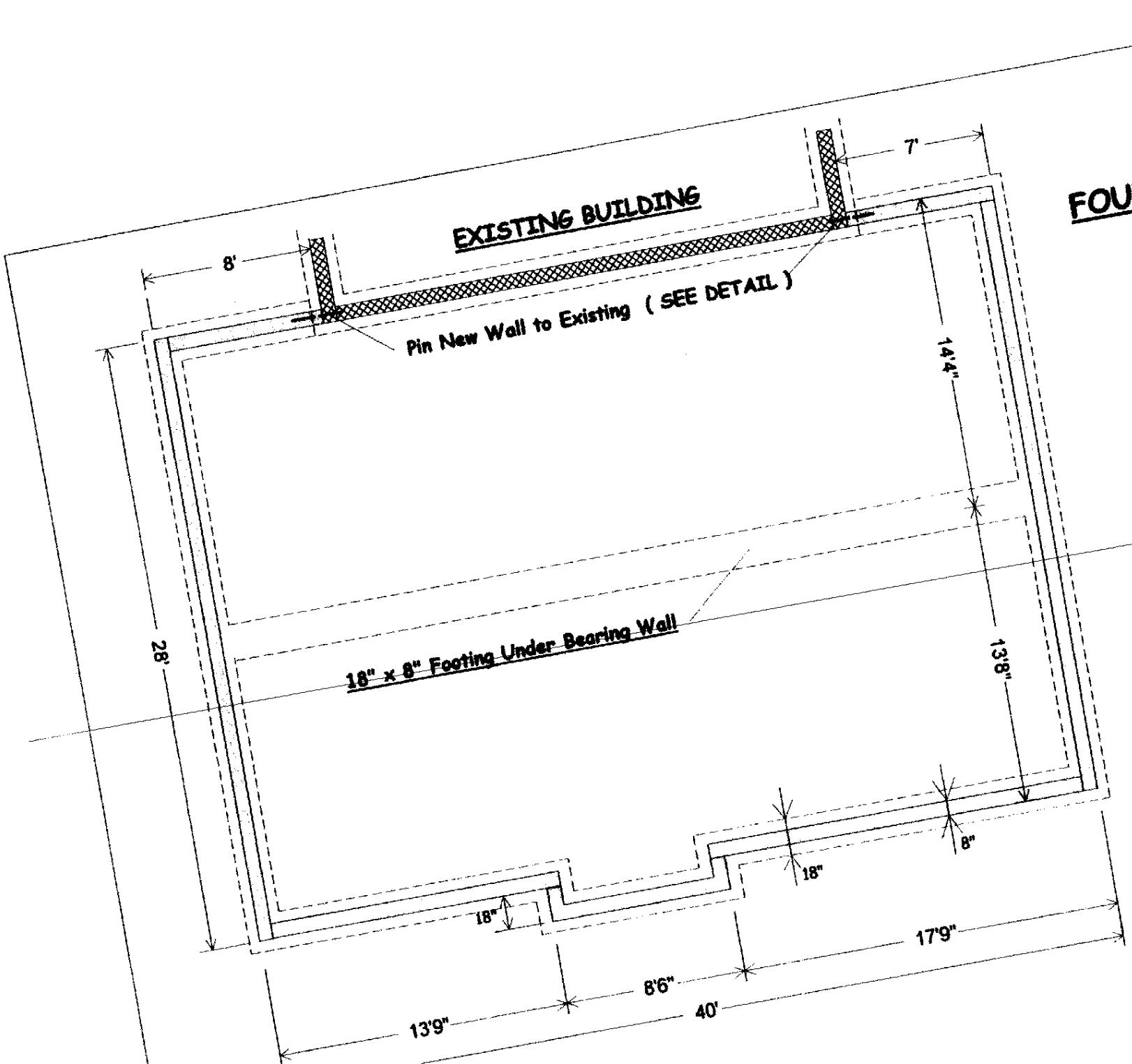


LOWER FLOOR PLAN

LIVING AREA = 1120 Sq.Ft.

DRN. FOR:	G. LOWE & J. McCARTHY
ADDRESS:	Loch Lomond Rd Saint John N.B.
SCALE: 1" = 4'-0"	JOB: Addition
DATE: 07/07	BY: R.B.SHEPHARD

FOUNDATION PLAN

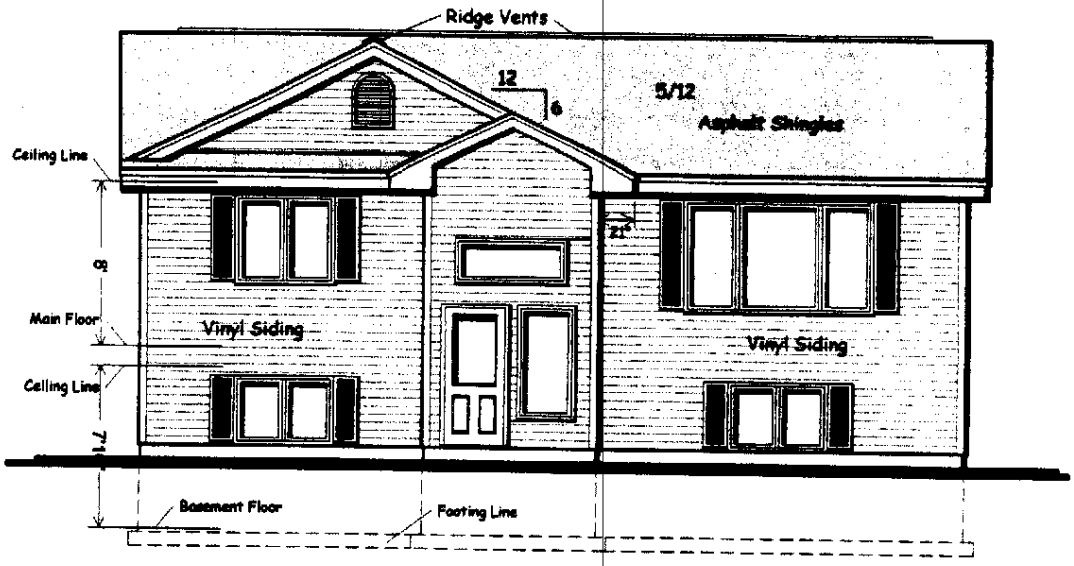


DRG. FOR: G. LOWE & J. McCART

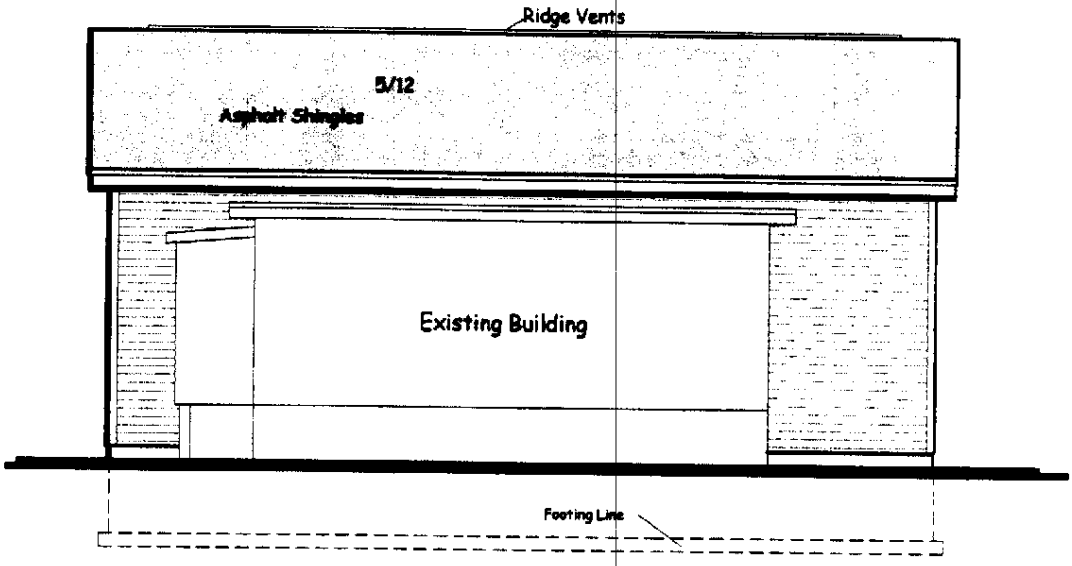
ADDRESS: Loch Lomond Rd Saint John N

SCALE: 1" = 4'-0" JOB: Addition

DATE: 07/07 BY: R.B.SHEPHA



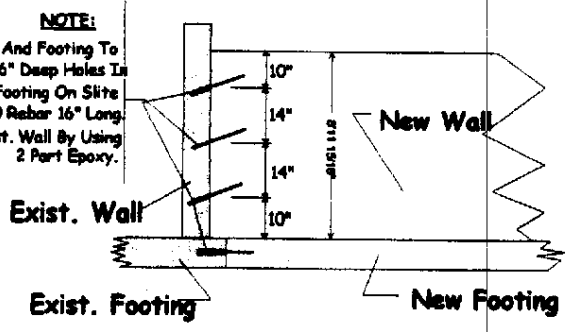
FRONT ELEVATION



REAR ELEVATION

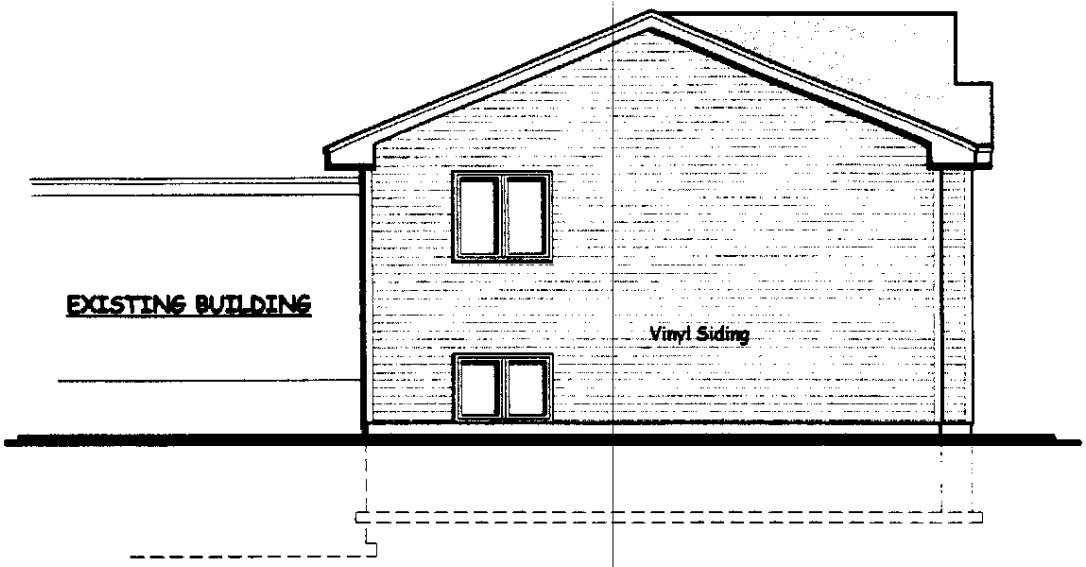
NOTE:

Pin New Wall And Footing To Existing, By Drilling 6" Deep Holes In Existing Wall & Footing On Slite Angle, Insert 5/8" ⌀ Rebar 16" Long. Secure Rebar To Exist. Wall By Using 2 Part Epoxy.

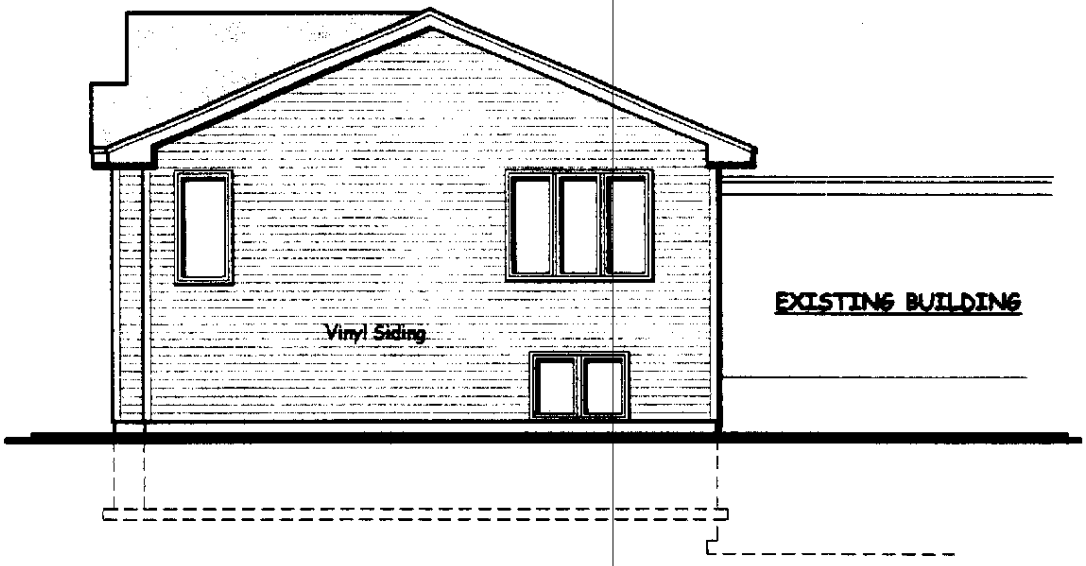


Concrete Wall Joint Detail

DRG. FOR:	G. LOWE & J. McCARTHY
ADDRESS:	Loch Lomond Rd Saint John N.B.
SCALE: 1" = 4'-0"	SUB: Addition
DATE: 07/07	BY: R.B.SHEPHARD

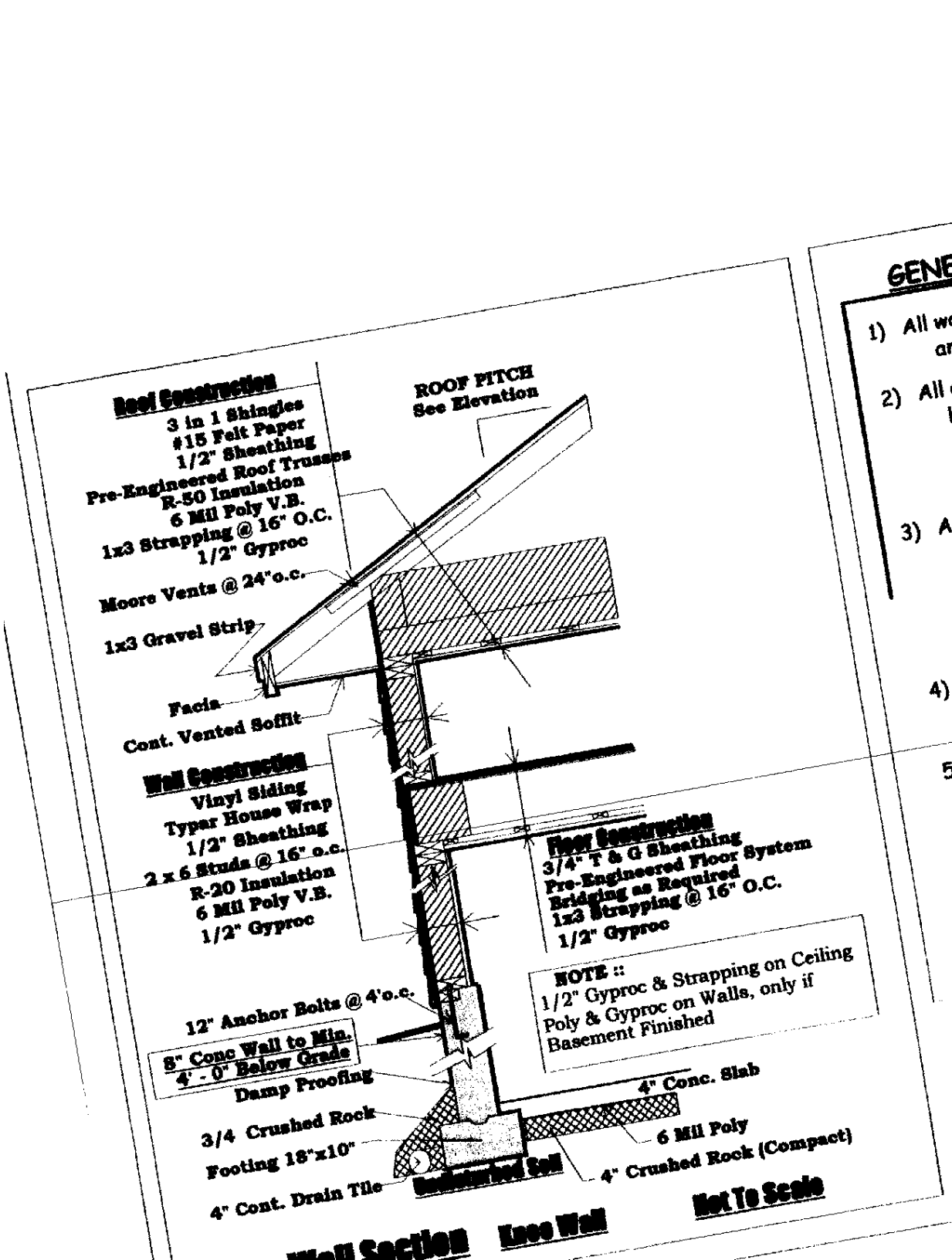


LEFT ELEVATION



RIGHT ELEVATION

DRG. FOR: G. LOWE & J. McCARTHY	
ADDRESS: Loch Lomond Rd Saint John N.B.	
SCALE: 1" = 4'-0"	JOB: Addition
DATE: 07/07	BY: R.B.SHEPHARD



GENERAL NOTES :::

1) All work to be carried out in accordance with any and all Federal and Local Building Codes.

2) All demensions should be checked and verrified before work commences, by contractor. Any descrepancies found should be reported to the owner, prior to the start of any work.

3) Any and all changes in window Style and or Size, from what is shown on the drawings, must be approved by the owner. All window styles and sizes shown are based on Donat Flamand (DF), from Bishops Windows & Doors

4) All finished grades to slope away from house and a min. 8" exposed foundation wall above grade.

5) Any finished grades shown on drawings are schematic only and must be verified by contractor on site. Any major changes to grades must be brought to the attention of the owner to discuss options.

6) All concrete footings and slabs to be cast on Undisturbed soil or granular fill compact to 95% Modified Proctor.

DRG. FOR: G. LOWE & J. McCARTH
ADDRESS: Loch Lomond Rd Saint John N.
SCALE: 1" = 4'-0" JOB: Addition
DATE: 07/07 BY: R.B.SHEPHAR

PROPOSED ZONING BY-LAW AMENDMENT

RE: 237 LOCH LOMOND ROAD

Public Notice is hereby given that the Common Council of The City of Saint John intends to consider amending The City of Saint John Zoning By-law at its regular meeting to be held in the Council Chamber on **Monday, August 27, 2007** at **7:00 p.m.**, by:

Rezoning a parcel of land located at 237 Loch Lomond Road, having an area of approximately 680 square metres, also identified as PID No. 00314575, from **"R-2" One and Two Family Residential and "RM-1" Three Storey Multiple Residential** to **"RM-1" Three Storey Multiple Residential.**

REASON FOR CHANGE:
To permit the construction of a three-family dwelling.

The proposed amendment may be inspected by any interested person at the office of the Common Clerk, or in the office of Planning and Development, City Hall, 15 Market Square, Saint John, N.B. between the hours of 8:30 a.m. and 4:30 p.m., Monday through Friday, inclusive, holidays excepted.

Written objections to the amendment may be sent to the undersigned at City Hall.

J. Patrick Woods, Common Clerk
658-2862

PROJET DE MODIFICATION DE L'ARRÊTÉ SUR LE ZONAGE

OBJET: 237, CHEMIN LOCH LOMOND

Avis public est donné, par la présente, que le conseil communal de The City of Saint John a l'intention d'étudier la modification suivante de l'arrêté sur le zonage de The City of Saint John, au cours de la réunion ordinaire du conseil prévue le **lundi 27 aout 2007** à **19 h** dans la salle du conseil:

Rezonage d'une parcelle de terrain d'une superficie approximative de 680 mètres carrés, située au 237, chemin Loch Lomond, et identifiée a NID 00314575, de **zone résidentielle – habitations unifamiliales et bifamiliales «R-2»** et **zone d'édifices à logements multiples de trois étages «RM-1»** à **zone d'édifices à logements multiples de trois étages «RM-1».**

RAISON DE LA MODIFICATION:
Permettre la construction d'un logement tri-familial.

Toute personne intéressée peut examiner le projet de modification au bureau du greffier communal ou au bureau de l'urbanisme et du développement à l'hôtel de ville au 15, Market Square, Saint John, N.-B., entre 8 h 30 et 16 h 30 du lundi au vendredi, sauf les jours fériés.

Veuillez faire parvenir vos objections au projet de modification par écrit à l'attention du soussigné à l'hôtel de ville.

J. Patrick Woods, Greffier communal
658-2862

PROPOSED ZONING BY-LAW AMENDMENT

RE: 237 LOCH LOMOND ROAD

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Rezonage d'une parcelle de terrain d'une superficie approximative de 680 mètres carrés, située au 237 chemin Loch Lomond, et identifiee a NID 00314575, de **zone résidentielle – habitations unifamiliales et bifamiliales ‹‹R-2›› et zone d'édifices à logements multiples de trois étages ‹‹RM-1›› à zone d'édifices à logements multiples de trois étages ‹‹RM-1››.**

RAISON DE LA MODIFICATION:
Permettre la construction d'un logement trois-familiales.

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Veuillez faire parvenir vos objections au projet de modification par écrit à l'attention du soussigné à l'hôtel de ville.

J. Patrick Woods, Greffier communal
658-2862

City of Saint John
INTERNAL INSERTION ORDER

For City of Saint John use only:	
Budget Number: 110 0801 442 2010	
Department: Common Clerk's Office (Account # 71206)	
Contact: J. Patrick Woods	
Phone: (506) 658-2862	**Fax:** (506) 674-4214
Special Instructions (if any):	

Newspaper **Insertion Dates**

(Check as applicable)
(SJTJ= Saint John Telegraph Journal)

" SJTJ City Information Ad	Date(s): Tuesday, July 31, 2007 Tuesday August 21, 2007
" SJTJ Independent Placement	Date(s):
" SJTJ Classifieds	Date(s):

Information for Ad
(Boldface anything you want Bold in Ad, Centre, Tab, etc.)

Section Headline: ☐ General Notice ☐ Tender ☐ Proposal ☒ Public Notice

Sub-Headline (if applicable):	
Text: INSERT ATTACHED	
Call to Action: J. Patrick Woods, Common Clerk/Greffier communal	
Contact:	**Telephone: (506) 658-2862**

BY-LAW NUMBER C.P. 110-
A LAW TO AMEND
THE ZONING BY-LAW
OF THE CITY OF SAINT JOHN

Be it enacted by The City of Saint John in Common Council convened, as follows:

The Zoning By-law of The City of Saint John enacted on the nineteenth day of December, A.D. 2005, is amended by:

1 Amending Schedule "A", the Zoning Map of The City of Saint John, by re-zoning a parcel of land located at 237 Loch Lomond Road, having an area of approximately 680 square metres, also identified as PID number 00314575, from "R-2" One and Two Family Residential and "RM-1" Three Storey Multiple Residential to "RM-1" Three Storey Multiple Residential

- all as shown on the plan attached hereto and forming part of this by-law.

IN WITNESS WHEREOF The City of Saint John has caused the Corporate Common Seal of the said City to be affixed to this by-law the * day of *, A.D. 2007 and signed by:

ARRÊTÉ N^{O} C.P. 110-
ARRÊTÉ MODIFIANT L'ARRÊTÉ
SUR LE ZONAGE DE THE CITY OF
SAINT JOHN

Lors d'une réunion du conseil communal, The City of Saint John a décrété ce qui suit :

L'arrêté sur le zonage de The City of Saint John, décrété le dix-neuf (19) décembre 2005, est modifié par :

1 La modification de l'annexe «A», Plan de zonage de The City of Saint John, permettant de modifier la désignation pour une parcelle de terrain d'une superficie approximative de 680 mètres carrés, située au 237, chemin Loch Lomond, et identifiée a NID 00314575, de zone résidentielle – habitations unifamiliales et bifamiliales ‹‹R-2›› et zone d'édifices à logements multiples de trois étages ‹‹RM-1›› à zone zone d'édifices à logements multiples de trois étages ‹‹RM-1››

- toutes les modifications sont indiquées sur le plan ci-joint et font partie du présent arrêté.

EN FOI DE QUOI, The City of Saint John a fait apposer son sceau communal sur le présent arrêté le 2007, avec les signatures suivantes :

Mayor/Maire

Common Clerk/Greffier communal

First Reading -
Second Reading -
Third Reading -

Première lecture -
Deuxième lecture -
Troisième lecture -

August 22, 2007

Your Worship and Councillors:

SUBJECT: 237 Loch Lomond Road - Rezoning and Variance Application

On July 30, 2007 Common Council referred the above matter to the Planning Advisory Committee for a report and recommendation. The Committee considered the attached report at its August 21, 2007 meeting.

Mr. Gerald Lowe appeared to speak on behalf of the application and stated that he was in agreement with the staff recommendation as set out in the attached report. No one appeared to speak in opposition to the application and no letters were received.

The Committee adopted the recommendation to Common Council as set out below and also approved the requested variances as detailed in the attached report.

RECOMMENDATION:

1. That Common Council rezone a parcel of land located at 237 Loch Lomond Road, also identified as PID Number 00314575, having an area of approximately 680 square metres, from "R-2" One and Two Family Residential and "RM-1" Three Storey Multiple Residential to "RM-1" Three Storey Multiple Residential.

Respectfully submitted,

Stephen Horgan
Chairman

SKH

Attachments
Project No. 07-300

DATE: AUGUST 17, 2007

TO: PLANNING ADVISORY COMMITTEE

FROM: PLANNING AND DEVELOPMENT

FOR: MEETING OF AUGUST 21, 2007

Sarah Herring, MCIP
Planner

SUBJECT:

Name of Applicant:	629501 N.B. Ltd.
Name of Owner:	James McCarthy and Gerald Lowe
Location:	237 Loch Lomond Road
PID:	00314575
Municipal Plan:	Low Density Residential
Zoning:	Existing: "R-2" One and Two Family Residential and "RM-1" Three Storey Multiple Residential Proposed: "RM-1" Three Storey Multiple Residential
Proposal:	To construct an addition to an existing vacant dwelling to create a three-family dwelling.
Type of Application:	Rezoning and Variances to: a) reduce the minimum required lot area for a three-family dwelling from 690 square metres to approximately 680 square metres; and

b) reduce the minimum required rear yard from 7.5 metres to approximately 2 metres for the existing building.

JURISDICTION OF COMMITTEE:

The *Community Planning Act* authorizes the Planning Advisory Committee to give its views to Common Council concerning proposed rezoning applications. The Committee's recommendation will be considered by Common Council at a Public Hearing on **Monday**, **August 27, 2007**.

The *Community Planning Act* also authorizes the Planning Advisory Committee to grant reasonable variances from the requirements of the Zoning By-law. Conditions can be imposed by the Committee.

STAFF RECOMMENDATION TO COMMITTEE:

1. That Common Council rezone a parcel of land located at 237 Loch Lomond Road, also identified as PID Number 00314575, having an area of approximately 680 square metres from "R-2" One and Two Family Residential and "RM-1" Three Storey Multiple Residential to "RM-1" Three Storey Multiple Residential.

2. That the Planning Advisory Committee reduce the minimum required lot area from 690 square metres to approximately 680 square metres to permit a multiple dwelling with three dwelling units, on condition that the use of the property is limited to a maximum of three dwelling units having a total of 11 bedrooms.

3. That the Planning Advisory Committee reduce the minimum required rear yard from 7.5 metres to approximately 2 metres for the existing building.

INPUT FROM OTHER SOURCES:

Municipal Operations and Engineering has no objection to the proposed rezoning and variance application.

Building and Technical Services has advised that the new structure must be constructed to current Code standards. The existing building may require upgrading to meet fire separation and other standards.

Fire Department has no objection to this application; however, the applicant is reminded that construction shall conform to the National Building and Fire Codes and that detailed plans will have to be submitted to the Technical and Inspection Services Division of the Department of Public Safety for the Province of New Brunswick. As well, the front section with six (6) bedrooms is required to have a fire alarm system as per National Building Code Sections 3.2.4.1(i) *Determination for requirement for a fire alarm system* and Section 9.9.1.3(2) *Occupant Load*.

ANALYSIS:

The subject site is located between Saint Anne Street and Linda Court on Loch Lomond Road in East Saint John. The surrounding neighbourhood contains a mixture of residential uses in the "R-2" One and Two Family Residential, "R-4" Four Family Residential and "RM-1" Three Storey Multiple Residential zones. As well, the Loch Lomond Mall and a large vacant parcel of land owned by Irving Oil Ltd. are located on the opposite side of Loch Lomond Road from the subject site.

The subject site is approximately 680 square metres (7,319.5 square feet) in area and has approximately 24 metres (78.7 feet) of frontage on Loch Lomond Road. It currently contains a vacant two-family dwelling, although it previously contained a non-conforming three-family dwelling. The front portion of the building containing the third dwelling unit was removed by the applicant due to its dilapidated condition.

The subject site is currently "split-zoned" with the western portion of the property located in the "R-2" One and Two Family Residential zone and the eastern portion located in the "RM-1" Three Storey Multiple Residential zone. The applicant is proposing to construct an addition to the front of the existing two-family dwelling to function as a third dwelling unit. As the "R-2" One and Two Family Residential zone permits only a maximum of two dwelling units, this proposal requires that the entire property be placed in the "RM-1" Three Storey Multiple Residential zone. A variance is required to reduce the minimum lot area for the proposed three-family dwelling from 690 square metres (7,427.1 square feet) to approximately 680 square metres (7,319.5 square feet). The applicant has also requested a variance to recognize the location of the existing building, approximately 2 metres (6.6 feet) from the rear property line.

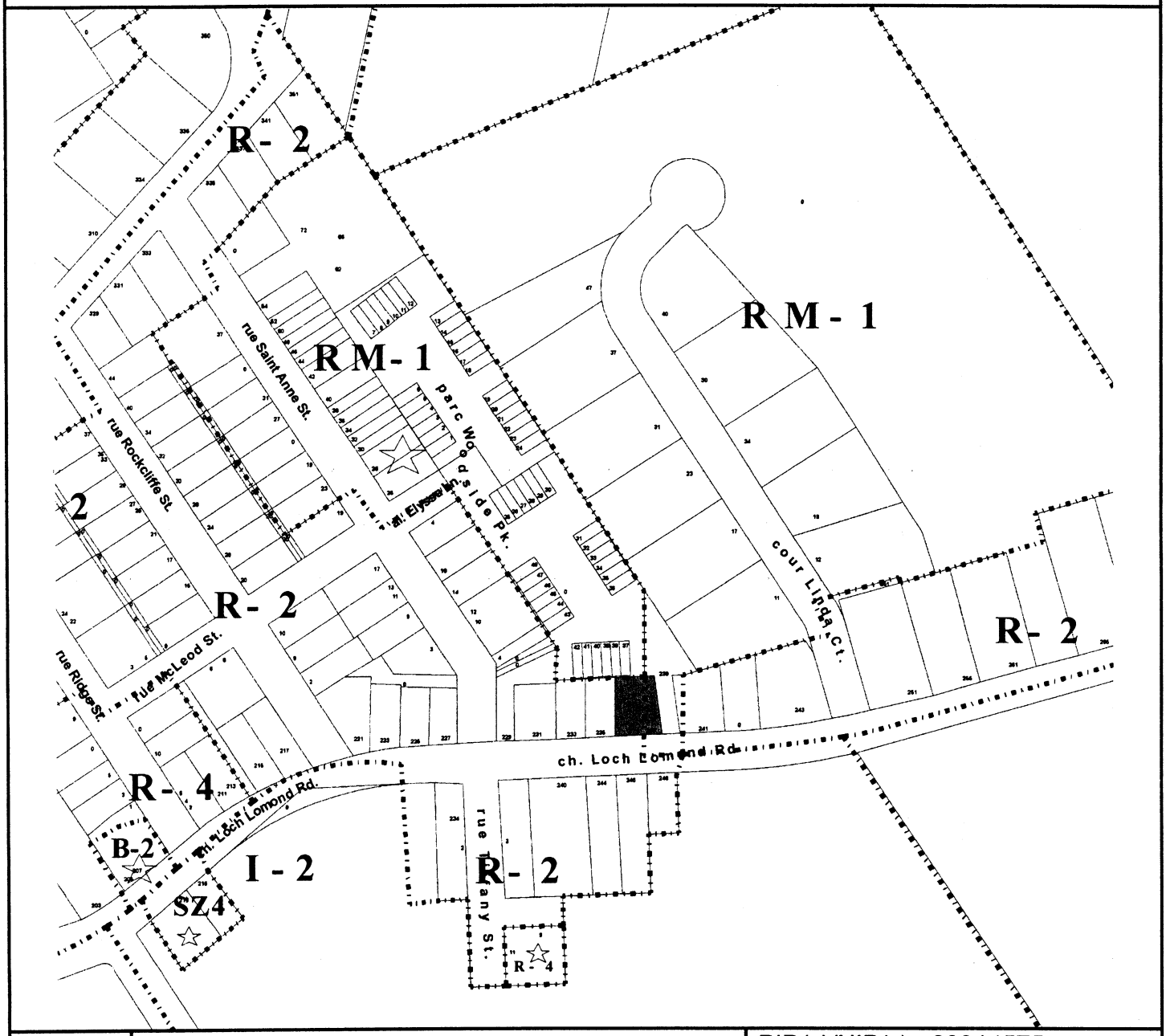
Given that the surrounding neighbourhood contains a number of multiple-family dwellings, and that the subject site was formerly used as a three-family dwelling, the proposed rezoning can be considered appropriate. As well, the site and elevation plans submitted by the applicant give the appearance of a single-family dwelling from the street. The lot area variance being requested is very minor, and the lot appears to have sufficient room to accommodate the proposed addition, the required four parking spaces and ample amenity space. The site plan submitted by the applicant will need to be slightly altered; however, as it indicates one parking space having direct access from Loch Lomond Road. This is not permitted, and the parking space will need to be relocated to have access from the driveway only.

CONCLUSION:

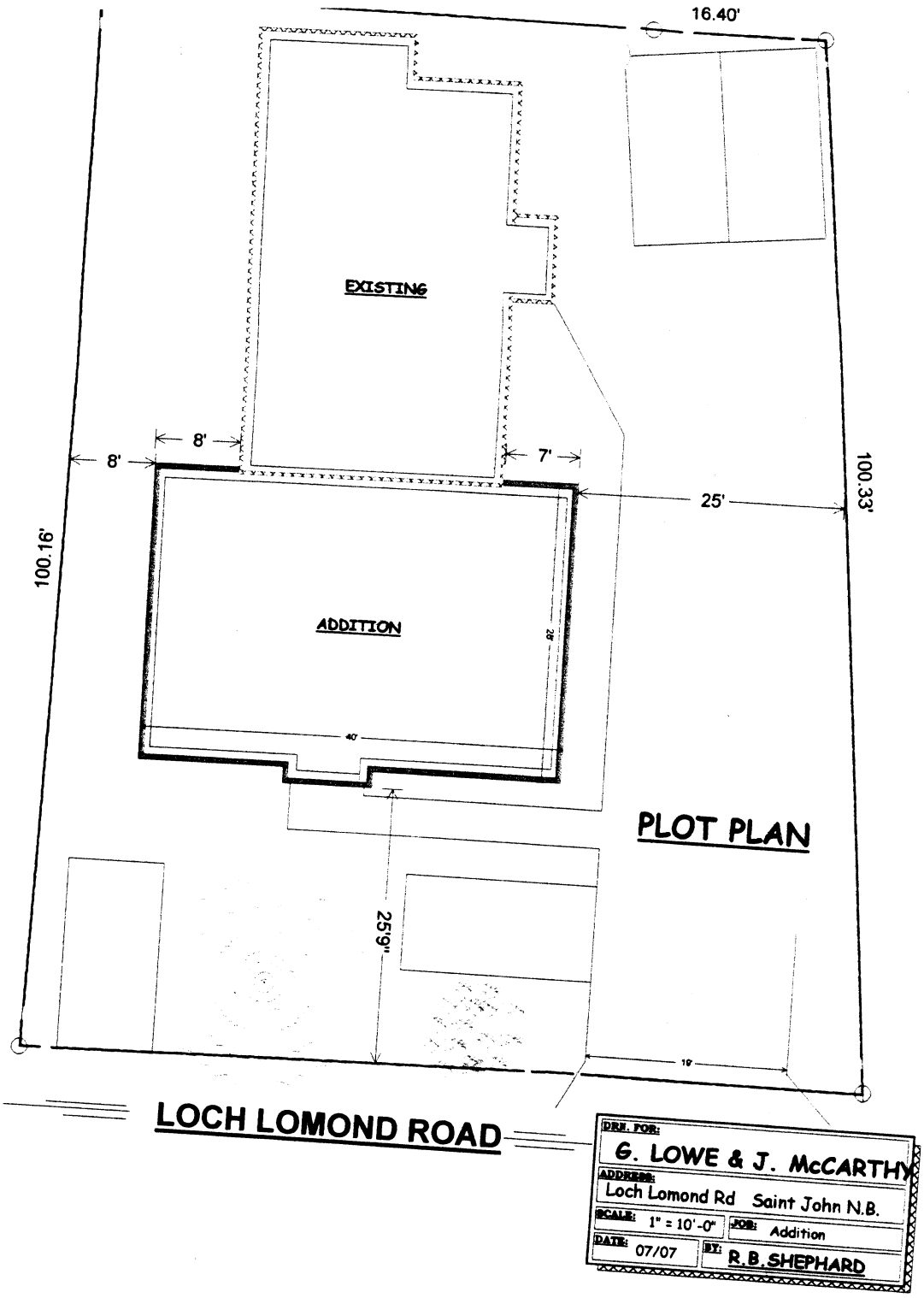
The proposed rezoning and use of the property as a three-family dwelling is appropriate and will not be out of context with the surrounding neighbourhood. The variances being requested to reduce the minimum required lot area and to recognize the existing reduced rear yard can also be supported.

SKH
Project No. 07-300

PLANNING AND DEVELOPMENT/URBANISME ET DÉVELOPPEMENT

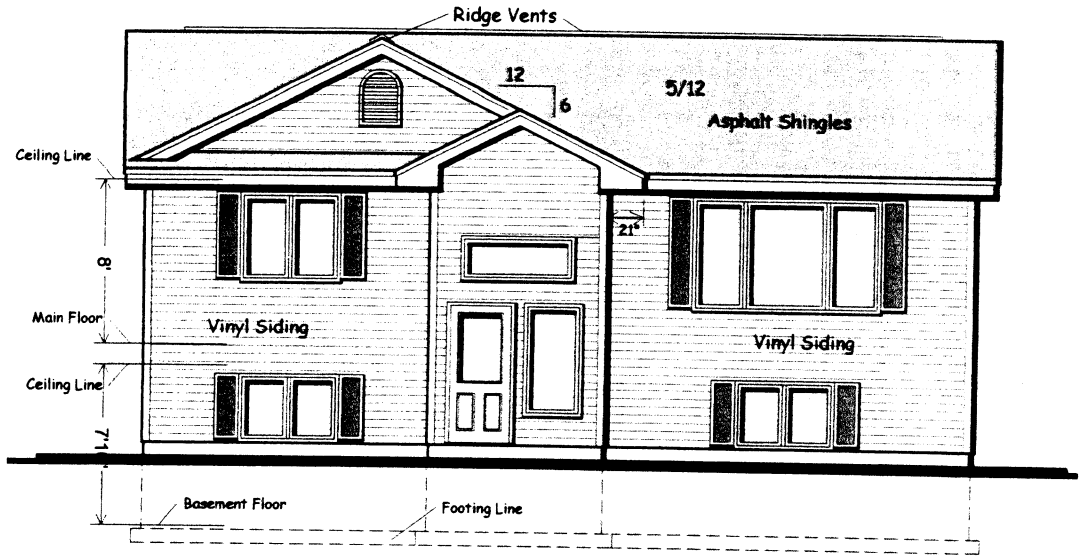


Subject Site/site en question: [redacted]	PID(s)/NIP(s): 00314575
Location: 237 chemin, Loch Lomond Road	
Date: August 8, 2007	
Scale/échelle: Not to scale/Pas à l'échelle	

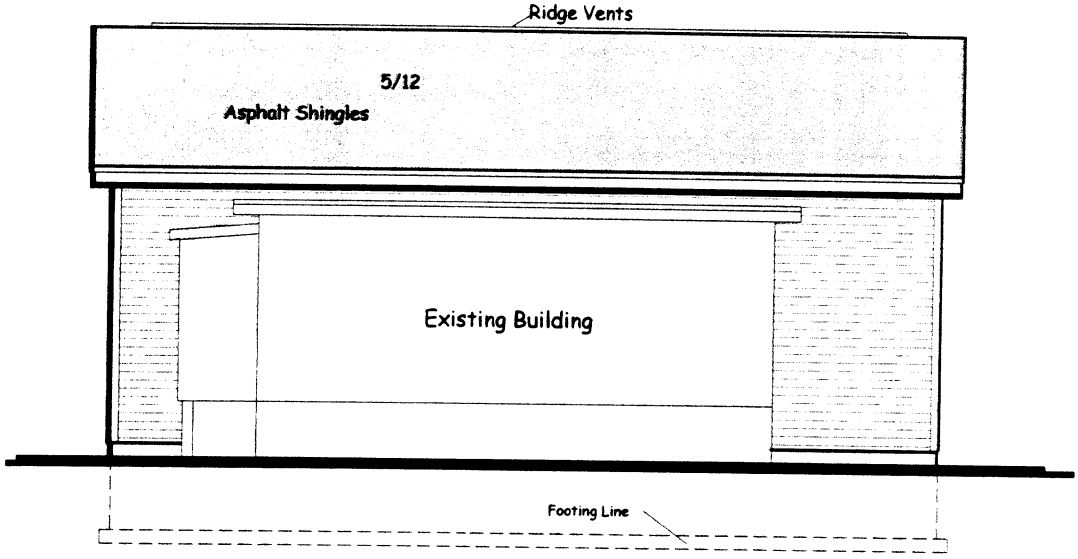


DRN. FOR: G. LOWE & J. McCARTHY
ADDRESS: Loch Lomond Rd Saint John N.B.
SCALE: 1" = 10'-0" JOB: Addition
DATE: 07/07 BY: R.B.SHEPHARD

09145975



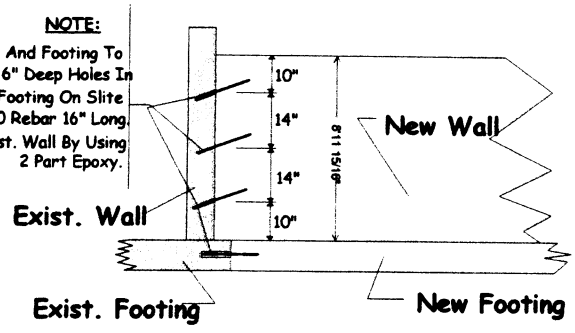
FRONT ELEVATION



REAR ELEVATION

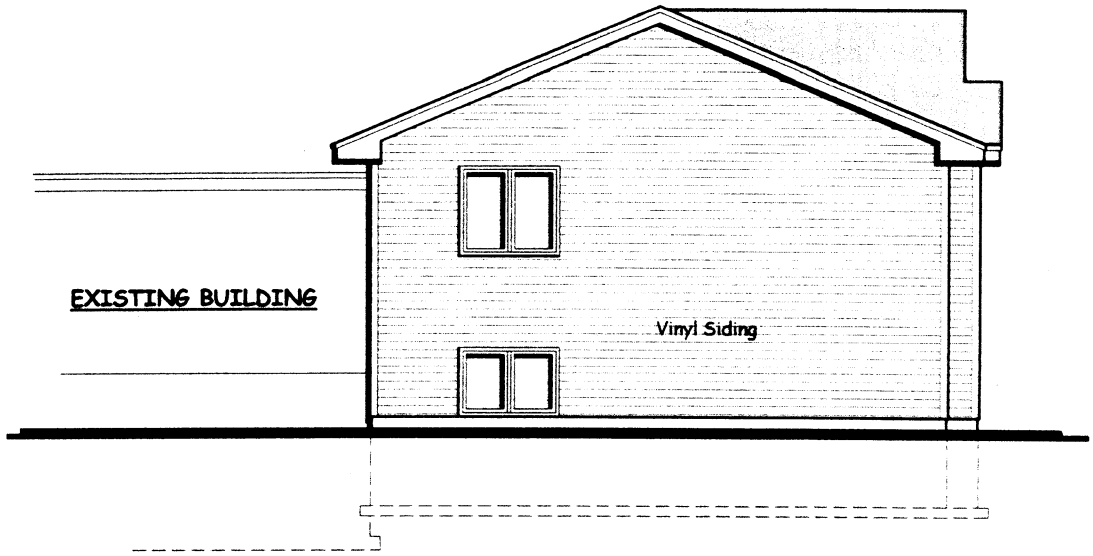
NOTE:

Pin New Wall And Footing To Existing, By Drilling 6" Deep Holes In Existing Wall & Footing On Slite Angle, Insert 5/8" O Rebar 16" Long. Secure Rebar To Exist. Wall By Using 2 Part Epoxy.



Concrete Wall Joint Detail

DRN. FOR:	G. LOWE & J. McCARTHY
ADDRESS:	Loch Lomond Rd Saint John N.B.
SCALE: 1" = 4'-0"	JOB: Addition
DATE: 07/07	BY: R.B.SHEPHARD



LEFT ELEVATION



RIGHT ELEVATION

DRN. FOR: G. LOWE & J. McCARTHY	
ADDRESS: Loch Lomond Rd Saint John N.B.	
SCALE: 1" = 4'-0"	JOB: Addition
DATE: 07/07	BY: R.B.SHEPHARD

Application for a Zoning By-law Amendment
Demande de modification à l'arrêté sur le zonage

Applicant Related Information / Renseignements sur le demandeur

Name of Applicant / Nom du demandeur North Star Holdings Ltd

Mailing Address of applicant / Addresse postale du demandeur 148 Carlile Cr.

Saint John, N.B. Postal Code / Code postal E2J 5C4

Telephone Number / Numéro de téléphone 652-9908

Home / Domicile 847-7799 Work / Travail

Fax Number / Numéro de télécopieur 696-1611

Name of Property Owner (if different) / Nom du propriétaire (si différent)

N/A

Address / Adresse Postal Code / Code postal

Property Information / Renseignements sur la propriété

55158760 55167589 55167571 55167597

Location / Emplacement Lakewood Subd. (off Summit)

Civic # / No de voirie Street / Rue PID / NIP

Lot Area / Superficie du lot 31 Ac ± Street Frontage / Façade sur rue 20m

Existing Use of Property / Utilisation actuelle de la propriété vacant

Municipal Plan land Use Designation
Désignation de utilization des terres sur le plan municipal Residential

Amendment Requested / Modification demandée

Present Zoning / Zonage actuel R S2 and R S1

☒ Change Zoning to / Modification du zonage à R 2
and/or / ou

☐ Text Amendment (indicate particulars) / Modification due texte (indiquez les détails)

07/03/2007 13:35 1 PLANNING AND DEVELOP PAGE 04/07

Development Proposal / Proposition d'aménagement

Description of Proposal / Description de la proposition

To construct approx. 56 detached homes in the area.

You must provide a scaled site plan that illustrates your proposal. You may also provide photographs, building plans, elevation drawings and any other form of information. The plan must show the dimensions of the property, the location of all buildings, driveways, parking areas, landscaping and signs. It is important that the distance between the property boundary and buildings are shown.

Vous devez fournir un plan du site à l'échelle illustrant votre proposition. Vous pouvez également fournir des photographies, des plans de bâtiment, des dessins de plan d'élévation et toute autre forme de renseignement. Le plan doit indiquer les dimensions de la propriété, l'emplacement de la totalité des bâtiments, des allées, des aires de stationnement, des aménagements paysagers et des panneaux de signalisation. Il est important d'indiquer la distance entre les limites de la propriété et les bâtiments.

Provide reasons why these amendments should be approved. / Fournir tout autre renseignement concernant votre proposition qui pourrait être approuvées.

Required for larger homes due to 10% lot line setback.

Provide any other information about your proposal that would be helpful. / Fournir tout autre renseignement concernant votre proposition qui pourrait être utile.

Signature of Applicant / Signature du demandeur

Date July 9/07

☒ $400 Application Fee Enclosed / Ci-joint les frais de demande de 400 $

If you are not the owner of the land in question please have the owner sign below. The signature of the owner is authorizing this application to proceed for consideration by Common Council.

Si vous n'êtes pas le propriétaire du terrain en question, veuillez obtenir la signature du propriétaire dans la partie ci-dessous. La signature du propriétaire autorisant le traitement de la présente demande pour que cette dernière soit examinée par le conseil communal.

Signature of Owner (if applicable)
Signature due propriétaire (s'il y a lieu)

Date: July 9/07

PROPOSED ZONING BY-LAW AMENDMENT

RE: 436 SUMMIT DRIVE

Public Notice is hereby given that the Common Council of The City of Saint John intends to consider amending The City of Saint John Zoning By-law at its regular meeting to be held in the Council Chamber on **Monday, August 27, 2007** at **7:00 p.m.**, by:

Rezoning parcels of land located at 436 Summit Drive, having an area of approximately 10 hectares, also identified as being PID Nos. 55167597, 55158760, 55167571 & 55167589, from **"RS-2" One and Two Family Suburban Residential** & **"RS-1" One and Two Family Suburban Residential** to **"R-2" One and Two Family Residential**, as illustrated below.

(INSERT MAP)

REASON FOR CHANGE:
To rezone the subject lands in order to better facilitate the development of an urban residential subdivision.

The proposed amendment may be inspected by any interested person at the office of the Common Clerk, or in the office of Planning and Development, City Hall, 15 Market Square, Saint John, N.B. between the hours of 8:30 a.m. and 4:30 p.m., Monday through Friday, inclusive, holidays excepted.

Written objections to the amendment may be sent to the undersigned at City Hall.

J. Patrick Woods, Common Clerk
658-2862

PROJET DE MODIFICATION DE L'ARRÊTÉ SUR LE ZONAGE

OBJET: 436, PROMENADE SUMMIT

Avis public est donné, par la présente, que le conseil communal de The City of Saint John a l'intention d'étudier la modification suivante de l'arrêté sur le zonage de The City of Saint John, au cours de la réunion ordinaire du conseil prévue le **lundi 27 août 2007** à **19 h** dans la salle du conseil:

Le rezonage d'une parcelle de terrain située au 436, promenade Summit, d'une superficie d'environ 10 hectares et portant les NID 55167597, 55158760, 55167571 et 55167589, de **zone résidentielle de banlieue – habitations unifamiliales et bifamiliales «RS-2»** et **zone résidentielle de banlieue – habitations unifamiliales et bifamiliales «RS-1»** à **zone résidentielle – habitations unifamiliales et bifamiliales «R-2»**, comme l'indique la carte ci-dessous.

(INSÉRER LA CARTE)

RAISON DE LA MODIFICATION:
Rezoner le terrain en question de sorte à faciliter l'aménagement d'une subdivision résidentielle urbaine.

Toute personne intéressée peut examiner le projet de modification au bureau du greffier communal ou au bureau de l'urbanisme et du développement à l'hôtel de ville au 15, Market Square, Saint John, N.-B., entre 8 h 30 et 16 h 30 du lundi au vendredi, sauf les jours fériés.

Veuillez faire parvenir vos objections au projet de modification par écrit à l'attention du soussigné à l'hôtel de ville.

J. Patrick Woods, Greffier communal
658-2862

rue Huxtable St.
av. White Av.
prom. Summit Dr.
prom. Riley Dr.
N

PROPOSED ZONING BY-LAW AMENDMENT

RE: 436 SUMMIT DRIVE

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Rezoning parcels of land located at 436 Summit Drive, having an area of approximately 10 hectares, also identified as being PID Nos. 55167597, 55158760, 55167571 & 55167589, from **"RS-2" One and Two Family Suburban Residential** & **"RS-1" One and Two Family Suburban Residential** to **"R-2" One and Two Family Residential**, as illustrated below.

(INSERT MAP)

REASON FOR CHANGE:
To rezone the subject lands in order to better facilitate the development of an urban residential subdivision.

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J. Patrick Woods, Common Clerk
658-2862

PROJET DE MODIFICATION DE L'ARRÊTÉ SUR LE ZONAGE

OBJET: 436, PROMENADE SUMMIT

Avis public est donné, par la présente, que le conseil communal de The City of Saint John a l'intention d'étudier la modification suivante de l'arrêté sur le zonage de The City of Saint John, au cours de la réunion ordinaire du conseil prévue le **lundi 23 avril 2007** à **19 h** dans la salle du conseil:

Rezonage d'une parcelle de terrain située au 436, promenade Summit, d'une superficie d'environ 10 hectares et portant les NID 55167597, 55158760, 55167571, 55167589, de **zone résidentielle de banlieue – habitations unifamiliales et bifamiliales «RS-2»** et **zone résidentielle de banlieue – habitations unifamiliales et bifamiliales «RS-1»** à **zone résidentielle – habitations unifamiliales et bifamiliales «R-2»**, comme l'indique la carte ci-dessous.

(INSÉRER LA CARTE)

RAISON DE LA MODIFICATION:
Rezoner le terrain en question de sorte à faciliter l'aménagement d'une subdivision résidentielle urbaine.
Toute personne intéressée peut examiner le projet de modification au bureau du greffier communal ou au bureau de l'urbanisme et du développement à l'hôtel de ville au 15, Market Square, Saint John, N.-B., entre 8 h 30 et 16 h 30 du lundi au vendredi, sauf les jours fériés.

Veuillez faire parvenir vos objections au projet de modification par écrit à l'attention du soussigné à l'hôtel de ville.

J. Patrick Woods, Greffier communal
658-2862

City of Saint John
INTERNAL INSERTION ORDER

For City of Saint John use only:	
Budget Number: 110 0801 442 2010	
Department: Common Clerk's Office (Account # 71206)	
Contact: J. Patrick Woods	
Phone: (506) 658-2862	**Fax:** (506) 674-4214
Special Instructions (if any):	

Newspaper **Insertion Dates**

(Check as applicable)
(SJTJ= Saint John Telegraph Journal)

" **SJTJ City Information Ad**	**Date(s): Tuesday, July 31, 2007** **Tuesday, August 21, 2007**
" **SJTJ Independent Placement**	**Date(s):**
" **SJTJ Classifieds**	**Date(s):**

Information for Ad
(Boldface anything you want Bold in Ad, Centre, Tab, etc.)

Section Headline: ☐ **General Notice** ☐ **Tender** ☐ **Proposal** ☒ **Public Notice**

Sub-Headline (if applicable):	
Text: INSERT ATTACHED	
Call to Action: J. Patrick Woods, Common Clerk/Greffier communal	
Contact:	**Telephone: (506) 658-2862**

BY-LAW NUMBER C.P. 110-
A LAW TO AMEND
THE ZONING BY-LAW
OF THE CITY OF SAINT JOHN

Be it enacted by The City of Saint John in Common Council convened, as follows:

The Zoning By-law of The City of Saint John enacted on the nineteenth day of December, A.D. 2005, is amended by:

1 Amending Schedule "A", the Zoning Map of The City of Saint John, by re-zoning parcels of land located at 436 Summit Drive, having an area of approximately 10 hectares, also identified as being PID Nos. 55167597, 55158760, 55167571 & 55167589, from "RS-2" One and Two Family Suburban Residential & "RS-1" One and Two Family Suburban Residential to "R-2" One and Two Family Residential

- all as shown on the plan attached hereto and forming part of this by-law.

IN WITNESS WHEREOF The City of Saint John has caused the Corporate Common Seal of the said City to be affixed to this by-law the * day of *, A.D. 2007 and signed by:

ARRÊTÉ N^{O} C.P. 110-
ARRÊTÉ MODIFIANT L'ARRÊTÉ
SUR LE ZONAGE DE THE CITY OF
SAINT JOHN

Lors d'une réunion du conseil communal, The City of Saint John a décrété ce qui suit :

L'arrêté sur le zonage de The City of Saint John, décrété le dix-neuf (19) décembre 2005, est modifié par :

1 La modification de l'annexe «A», Plan de zonage de The City of Saint John, permettant de modifier la désignation pour une parcelle de terrain située au 436, promenade Summit, d'une superficie d'environ 10 hectares et portant les NID 55167597, 55158760, 55167571 et 55167589, de zone résidentielle de banlieue – habitations unifamiliales et bifamiliales ‹‹RS-2›› et zone résidentielle de banlieue – habitations unifamiliales et bifamiliales ‹‹RS-1›› à zone résidentielle – habitations unifamiliales et bifamiliales ‹‹R-2››

- toutes les modifications sont indiquées sur le plan ci-joint et font partie du présent arrêté.

EN FOI DE QUOI, The City of Saint John a fait apposer son sceau communal sur le présent arrêté le 2007, avec les signatures suivantes :

Mayor/Maire

Common Clerk/Greffier communal

First Reading -
Second Reading -
Third Reading -

Première lecture -
Deuxième lecture -
Troisième lecture -

9.2

428 Summit Drive
Saint John, N.B.
E2J 3Y8
August 23, 2007

Mayor & Common Council
C/O Common Clerk
City of Saint John
P.O. Box 1971
Saint John, N.B.
E2L 4L1

Subject: Proposed Rezoning 436 Summit Drive
North Star Holdings Ltd.

At its regularly scheduled meeting of Tuesday August 21, 2007, the Planning Advisory Committee of the City of Saint John approved a request by the above named developer to rezone the properties encompassed in "436 Summit Dr" from RS1 and RS2 to R2.

Previously PAC and Common Council had considered and accepted this developers subdivision plan for the named property. During that process one of the neighbouring property owners raised a concern about water problems that have developed on Summit Drive as a result of the clear cutting that took place on the named property during the spring and summer of 2006. As well in the appropriate section of the Planning Department's report to PAC and again to Council it was stated that a study and plan for the handling of water in this area be completed by the developer and approved by the City's Chief Engineer before construction commenced.

We are writing not to object to the applicant's request for a change in the zoning of the subject properties, but to add our voice to two previous concerns raised.

Clearly water and more specifically drainage is a major concern to the neighbouring property owners and the City of Saint John. It is of special interest to us given the amount of time and money we have invested in our property and the ongoing problems with drainage that we have had since constructing our home in 1976.

We are the original property owners, and builders through the NB Housing Co-op program of the early 70's. The previous land owner became the site developer and was responsible to survey the elevations and to dig holes for the foundations. While under construction, our house which sits on a plateau, ie Summit Drive, of a steep mountainous area, sustained damage from flooding. A sudden thaw in February 1976 coupled with a heavy rainfall caused 4 feet of water to flood the unfinished basement of a then partially constructed house. Efforts to drain the water failed and as a result it froze the next day as temperatures returned to seasonable levels. This freezing caused cracks to appear in the foundation but did not affect its structural integrity and therefore did not require demolition.

Construction continued and in the spring the ice melted and the water gradually disappeared. When the time came to connect the house to the City services provided, ie water, sewer and storm drain, it became immediately clear that there was a problem, 428 Summit Drive could not be connected. If connected both the sewer and storm drains would run backwards, ie; up hill from the house to the street. When approached about this problem the developer blamed the City for setting the services and roadway too high and the City blamed the developer for setting the foundations too low. Neither offered any advice or assistance. We were also unaware at the time that other houses on the street suffered the same fate.

Being unable to afford the cost of legal action we were forced to deal with the problem the best way we could. We removed a piece of the foundation's footing course in order to hook up the sewerage but we had to leave the drain tile around the foundation unconnected.

Regardless of fault and in addition to the problems with connections we later learned some valuable lessons about street run-off when the road is higher than the driveway. Hydrant flushing up the street or sudden torrential down pours of rain will flood and wash away the end of our driveway.

Over the course of the past 31 years we have endured a damp, moldy basement, periodic flooding, and the cost necessary to install and maintain a sump pump. Recently we excavated a 6 foot deep trench across the entire rear of our property and from the rear of the property to the City's storm drainage system that goes by the front of the house. The cost to us for this work was in excess of $3,000.00.

This last effort was done in the spring of 2005 and showed a marked improvement in the basement environment so much so that we were actually in the process of renovating this area by installing a floor and walls for a laundry room. Then North Star moved in and during the summer of 2006, clear cut the entire side of the mountain, directly behind our properties. With no trees left to absorb the water from periodic heavy rains or from winter run off, the $3,000.00 drain could no longer keep the basement of 428 Summit Drive reasonably dry.

It is critical that any development on the side of the mountain directly behind the houses on Summit Drive be done in such a fashion as to give very definite consideration for the collection, handling and disposal of not only surface but sub surface water. Failure to correctly and effectively address these concerns will in no uncertain terms lead to the devaluation and eventual destruction of not only the properties identified but also, I believe the properties directly across the street.

The homes on the opposite side of Summit Drive are situated on the edge of the plateau that over looks Riley Drive, which is located at the base of this mountain. Since their construction in 1976 some of the properties on that side of Summit Drive have grown smaller as a direct result of the erosion of their back yards. The situation is bad enough that one home owner on Riley Drive has had to incur the cost to install a substantial gabion and concrete retaining wall at the rear of his property in order to stop the hill side below Summit Drive from washing into and overtaking his back yard and house.

While the bank between the rear of the houses on Summit Drive and those at the base of the hill on Riley Drive has remained fairly stable for the past 31 years, erosion has occurred, and while the pace has been slow, now that the side of the mountain has been clear cut and run off is allowed to flow unchecked, I believe the bank between the homes on Summit Drive and Riley Drive is in jeopardy of becoming more unstable.

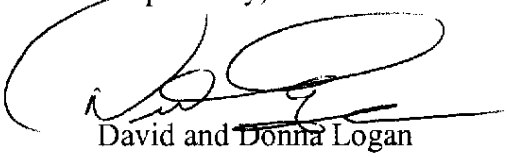
Once again this is cause to express concern and add emphasis to the previous recommendation that a plan be developed and implemented for the collection, handling and disposal of surface and subsurface water in this area. No construction should be commenced without a plan approved by the Chief City Engineer.

While we do not object to the development of this land, nor do we object to the request for rezoning we do feel it necessary to respectfully request that Common Council either;

1) table approval of this request until such time as a water plan, as described, has been developed, submitted and approved by the City's Chief Engineer, or
2) approve the rezoning application on condition that **no construction commence** until a water plan, as described, has been developed, submitted and approved by the City's Chief Engineer.

If done correctly this development could be a blessing, from a water perspective, of our home, and possibly some of the other properties on Summit and Riley Drives, however if not done correctly the damages caused to our property and the neighbouring properties could be significant, costly and possibly irreparable.

Respectfully;



David and Donna Logan
428 Summit Drive
Saint John, N.B.
E2J 3Y8

August 24, 2007

Your Worship and Councillors:

SUBJECT: **Proposed Rezoning**
436 Summit Drive

On July 30, 2007 Common Council referred the above matter to the Planning Advisory Committee for a report and recommendation. The Committee considered the attached report at its August 21, 2007 meeting.

The Developer (Bob Darling) appeared before the Committee in support of the application and staff recommendation. There were no other presentations made at the meeting concerning this matter, but there were three letters received from area residents (see attachments).

The Committee resolved to adopt the staff recommendation, which is set-out below for your convenience.

RECOMMENDATION:

1. That Common Council rezone parcels of land located at 436 Summit Drive, having an area of approximately 10 hectares (25 acres), also identified as being PID Nos. 55167597, 55158760, 55167571 & 55167589, from **"RS-2" One and Two Family Suburban Residential** & **"RS-1" One and Two Family Suburban Residential** to **"R-2" One and Two Family Residential**.

2. That, pursuant to Section 39 of the Community Planning Act, the development of a residential subdivision on the parcels of land at 436 Summit Drive, having an area of approximately 10 hectares (25 acres), also identified as being PID Nos. 55167597, 55158760, 55167571 & 55167589, be subject to the condition that the construction of semi-detached buildings is prohibited.

Respectfully submitted,

Stephen Cronk
Vice-Chairman

MRO

Attachments

DATE: AUGUST 17, 2007

TO: PLANNING ADVISORY COMMITTEE

FROM: PLANNING AND DEVELOPMENT

FOR: MEETING OF AUGUST 21, 2007

Mark O'Hearn
Planning Officer

SUBJECT:

Name of Applicant:	North Star Holdings Ltd.	
Name of Owner:	North Star Holdings Ltd.	
Location:	436 Summit Drive	
PID:	55167597, 55158760, 55167571 & 55167589	
Municipal Plan:	Low Density Residential	
Zoning:	Existing:	"RS-2" One and Two Family Suburban Residential & "RS-1" One and Two Family Suburban Residential
	Proposed:	"R-2" One and Two Family Residential
Proposal:	To rezone undeveloped lands in order to better facilitate the development of an urban residential subdivision.	
Type of Application:	Rezoning	

JURISDICTION OF COMMITTEE:

The Community Planning Act authorizes the Planning Advisory Committee to give its views to Common Council concerning proposed rezoning applications. The Committee's recommendation will be considered by Common Council at a Public Hearing on **Monday**, **August 27**, **2007**.

STAFF RECOMMENDATION TO COMMITTEE:

1. That Common Council rezone parcels of land located at 436 Summit Drive, having an area of approximately 10 hectares (25 acres), also identified as being PID Nos. 55167597, 55158760, 55167571 & 55167589, from **"RS-2" One and Two Family Suburban Residential** & **"RS-1" One and Two Family Suburban Residential** to **"R-2" One and Two Family Residential**.

2. That, pursuant to Section 39 of the Community Planning Act, the development of a residential subdivision on the parcels of land at 436 Summit Drive, having an area of approximately 10 hectares (25 acres), also identified as being PID Nos. 55167597, 55158760, 55167571 & 55167589, be subject to the condition that the construction of semi-detached buildings is prohibited.

BACKGROUND:

On July 10, 2007 the Planning Advisory Committee favourably considered a subdivision application from North Star Holdings Ltd. involving a portion of the subject area now involved in this rezoning application (*see attached tentatively-approved Lakewood Heights Subdivision plan*). At that time the Committee also granted a width variance for proposed Lot 07-1 and approved the new street name "Dolly Drive." On July 16, 2007 Common Council assented to the proposed subdivision development.

INPUT FROM OTHER SOURCES:

Municipal Operations and Engineering has no objection to the requested rezoning.

Building and Technical Services has no concerns with regards to this proposal.

ANALYSIS:

In July 2007 the City favourably considered the attached tentative subdivision plan (Lakewood Heights Subdivision). The initial phase of the subdivision could satisfy all the applicable Zoning and Subdivision By-law requirements (except for the width of proposed Lot 07-1 which received a variance by the Planning Advisory Committee).

The Developer, North Star Holdings Ltd. (Bob Darling), has now submitted a rezoning application all his landholdings in the area (see attached location map). This application involves the consideration of rezoning the subject lands from **"RS-2" One and Two Family Suburban Residential** & **"RS-1" One and Two Family Suburban Residential** to **"R-2" One and Two Family Residential**.

While the existing and proposed zones all allow for the possibility of constructing one and two-family dwellings, the Developer would prefer to develop future homes under the "R-2" zone since it requires a smaller side yard requirement based upon 10 percent of the lot width (like most other urban zones) oppose to the "RS-2" zone that requires 15 percent. The "RS-1" zone requires a minimum 4.5 metre (15 foot) side yard. It has been the experience of the Developer that the additional 2.2 metres (7.2 feet) provided by the urban zones with respect to the required side yards are advantageous when constructing large homes with attached garages. A similar rezoning request was made by the Developer in 2003 concerning Westside Estates Subdivision off Manchester Avenue.

With respect to the "RS-1" zone it should be mentioned that this zone does not permit serviced development (i.e., City sewer and water), which is what would be developed by the extension of central services into the northeastern portion of the site (near the water tower).

In discussing this application with the Developer, while it is recognized that the existing zoning ("RS-2") would permit the construction of semi-detached buildings (i.e., side by side), the landowner is agreeable to a condition (Section 39) that would prohibit the construction of any semi-detached buildings on the subject lands. It is felt that this would be more in keeping with the predominately one-family neighbourhoods of the Lakewood Heights Subdivision.

Municipal Development Plan and Rezoning

The Municipal Development Plan has designated the general area as *Low Density Residential*. A portion of the undeveloped subject lands has been approved for the development of fully serviced residential lots along public streets. The rezoning of the subject area to an urban category can be readily supported given the context of the area.

While the Municipal Plan does generally support the construction of one and two-family dwellings under this designation, the context of the surrounding neighbourhood consists mostly of one-family homes. Therefore, the requested rezoning is being recommended with a Section 39

condition prohibiting the construction of semi-detached buildings (i.e., side by side). The Developer is agreeable to this restriction.

With respect to density the "RS-2" One and Two Family Suburban Residential zone that the Lakewood Heights Subdivision has been developed under requires a serviced lot size of 690 square metres (7,427 square feet) for one-family housing. The proposed "R-2" One and Two Family Residential zoning only requires 550 square metres (5,920 square feet), a difference of 140 square metres (1,507 square feet). The "RS-2" zone requires a minimum lot width of 22 metres (72 feet), whereas the "R-2" zone only requires a lot width of 18 metres (59 feet), a difference of 4 metres (13 feet).

While the proposed zoning could allow for a slightly higher density of development it would remain compatible with the existing density that the existing zoning would have allowed. In any event, the Developer intends to proceed with the lot sizes already approved for the initial phase of the subdivision development that were based upon the "RS-2" zoning standards.

Surface Drainage

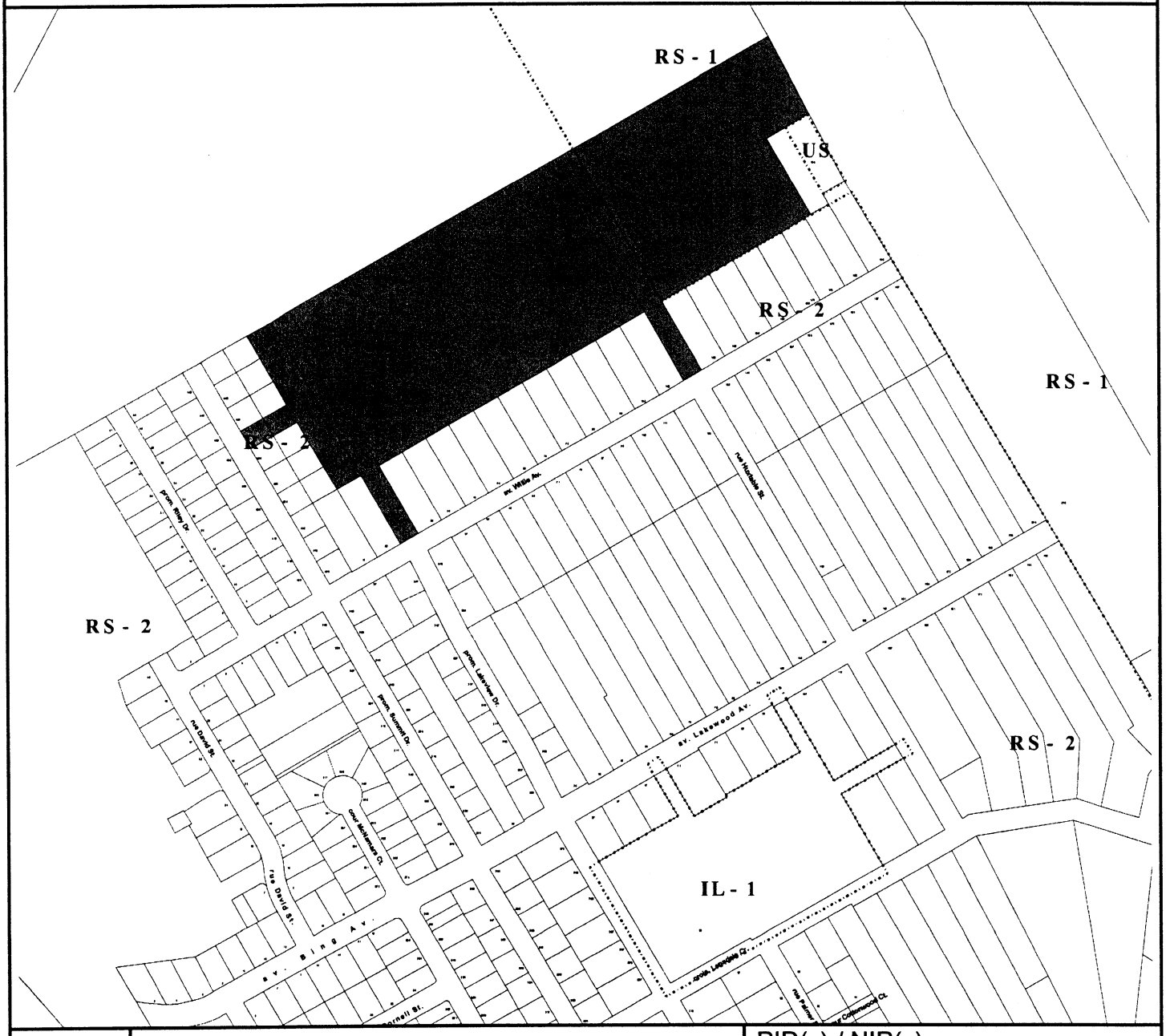
There has been concern raised with regards to drainage. As required for the initial phase of the subdivision, detailed site and drainage plans are required from the Developer that must be satisfactory to the Chief City Engineer. Such plans will also be required for each phase of the overall subdivision, which will direct all surface water into piped sewer mains. Currently surface water may be directed towards other properties in the area. This requirement will be stipulated by the City as part of the approval process for each phase of the subdivision development.

CONCLUSION:

The Developer is requesting to rezone the subject lands to a more appropriate urban zone in order to better accommodate the construction of large homes with attached garages. The Developer has made a similar rezoning request for another urban residential subdivision in West Saint John. The request to rezone the subject area to "R-2" One and Two Family Residential can be recommended with the mentioned Section 39 condition prohibiting semi-detached buildings. This condition will ensure compatibility with the surrounding neighbourhood that consists mostly of one-family housing.

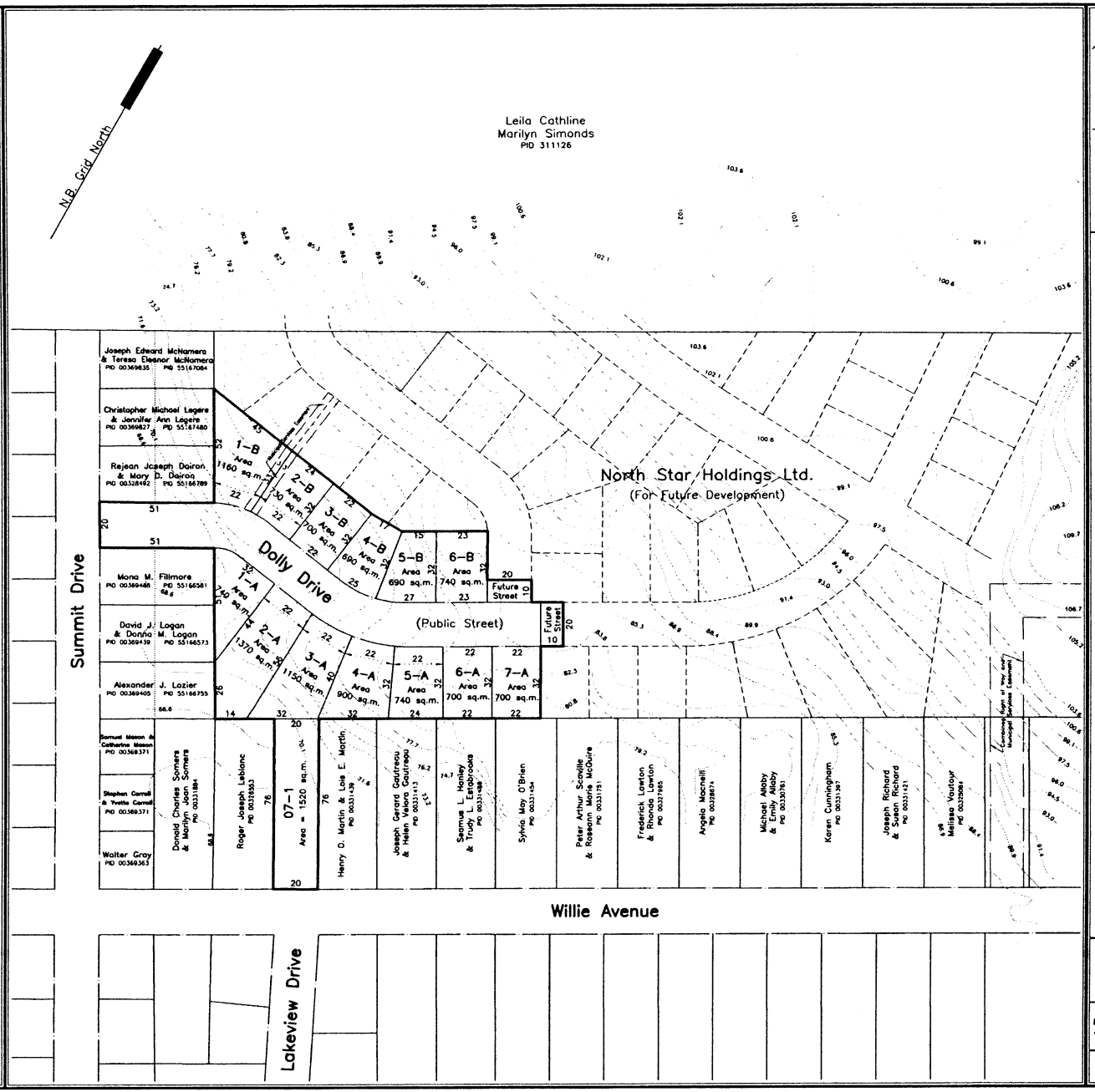
MRO
Project No. 07-303

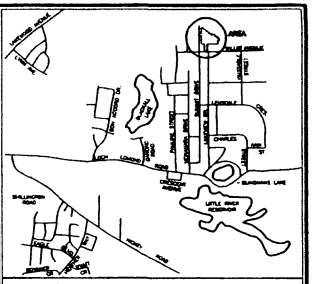
PLANNING AND DEVELOPMENT/URBANISME ET DÉVELOPPEMENT



Subject Site / site en question:	PID(s) / NIP(s): 55167597 55158760 55167571 55167589
Location: 436 Summit Dr. / prom. Summit	
Date: July / juillet 23, 2007	
Scale / échelle: Not to scale / Pas à l'échelle	

T-0185





Key Plan
Scale = 1:25,000

LEGEND:
- SMF – Standard survey marker found
- SMS – Standard survey marker set
- RIBF – Round iron bar found
- IBF – Square iron bar found
- IPF – Iron pipe found
- CALC – Calculated point
- NBCM – N.B. Co-ordinate Monument
- sq.m. – Square metres
- A – Arc R – Radius
- Rad.Pt. – Radius point
- ℄ – Centreline
- Line not to scale
- Fence
- PID – Parcel identifier number
- Adj – Adjusted network
- (87) – Tabulated co-ordinate reference

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

Tentative Plan
Lakewood Heights Subdivision
City of Saint John,
Saint John County, N.B.

0 10 20 30 40 50 metres 100

Scale = 1:1000

KIERSTEAD QUIGLEY and ROBERTS Ltd.
Saint John, New Brunswick

Dated:
June 21, 2007

Gerald R. Roberts, NBLS #308, CLS #1331

Job No. 04-0021
Book 000, Page 00

Dwg. No. T-0185

12

Dear Sir,

In response to your notice dated July 24,2007 about duplex housing in Lakewood Heights, we are APPOSED to this type of housing in our neighbourhood. Not only does it not fit with the rest of the housing, it will bring down the property value of the existing homes. As we see it, the developer only wants to build this type of home for his benefit and we know what that is; money in his pocket!

Sincerely,
David and Ann Burnett
27 Willie Ave.
Lakewood Heights
696-6050



12.

428 Summit Drive
Saint John, N.B.
E2J 3Y8
August 14, 2007

Planning Advisory Committee
City of Saint John
P.O. Box 1971
Saint John, N.B.
E2L 4L1



Subject: Proposed Rezoning
North Star Holdings Ltd.
436 Summit Drive

At its regularly scheduled meeting of Monday July 16, 2007, Common Council of the City of Saint John adopted a recommendation of the Planning Advisory Committee to accept the subdivision plan submitted by North Star Holdings Ltd. for the future development of the subject property.

There are 2 points of interest relative to the PAC approval and subsequent recommendation to Council. First was that there was a written submission made by the owner of 434 Summit Dr. the property directly next to ours, expressing concerns about drainage and the effect that "clear-cutting" by the owner had on runoff and flooding of the area. Second was a requirement by the City's Chief Engineer that the property owner under take and submit for his approval, a detailed drainage plan.

We are writing not to object to the applicant's request for a change in the zoning of the subject properties, but to add our voice to these two previous concerns.

Clearly water and more specifically drainage is a major concern to the neighbouring property owners and the City of Saint John. It is of special interest to us given the amount of time and money we have invested in our property and the ongoing battle we have had since constructing our home in 1976.

We are the original property owners, and builders through the NB Housing Co-op program of the early 70's. The previous land owner became the site developer and was responsible to shoot the elevations and to dig the foundations. While under construction, the house which sits on a plateau, ie Summit Drive, of a steep mountainous area, sustained damage from flooding. A sudden thaw in February 1976 coupled with a heavy rainfall caused 4 feet of water to flood the unfinished basement of a then partially constructed house. Efforts to drain the water failed and as a result it froze the next day as temperatures returned to seasonable levels. This freezing caused cracks to appear in the foundation but did not affect its structural integrity and therefore did not require demolition.

Construction continued and in the spring the ice melted and the water gradually disappeared. When the time came to connect the house to the City services provided, ie water, sewer and storm drain, it became immediately clear that there was a problem, 428 Summit Drive could not be connected. If connected both the sewer and storm drains would run backwards, ie; up hill from the house to the street. When approached about this problem the developer blamed the City for setting the services and roadway too high and the City blamed the developer for setting the foundations too low. Neither offered any advice or assistance and we were unaware at the time that other houses on the street suffered the same fate.

Regardless of fault and in addition to the problems with connections we later learned some valuable lessons about street run-off when the road is higher than the driveway. Being unable to afford the cost of legal action we were forced to remove a piece of the foundation's footing course in order to hook up the sewerage. We had to leave the drain tile around the foundation unconnected.

Over the course of the past 31 years we have endured a damp, moldy basement, periodic flooding, and the cost necessary to install and maintain a sump pump. Recently we excavated a 6 foot deep trench across the entire rear of the property and from the rear of the property to the City's storm drainage system that goes by the front of the house. The cost of this was in excess of $3,000.00.

This last effort was done in the spring of 2005 and showed a marked improvement in the basement environment so much so that we were actually in the process of renovating by installing a floor and walls for a laundry room. Then North Star moved in and in the summer of 2006, clear cut the entire side of the mountain, directly behind our properties. With no trees left to absorb the water from periodic heavy rains or from winter run off, the $3,000.00 drain could no longer keep the basement of 428 Summit Drive reasonably dry.

It is critical that any development on the side of the mountain directly behind the houses on Summit Drive be done in such a fashion as to give very definite consideration for the collection, handling and disposal of not only surface but sub surface water. Failure to correctly and effectively address these concerns will in no uncertain terms lead to the devaluation and eventual destruction of not only the properties identified but also, I believe the properties directly across the street.

The homes on the opposite side of Summit Drive are situated on the edge of the plateau that over looks Riley Drive, which is located at the base of this mountain. Since their construction in 1976 some of the properties on Summit Drive have grown smaller as a direct result of the erosion of their back yards. One home owner on Riley Drive has had to incur the cost to install a substantial gabion and concrete retaining wall at the rear of his property in order to stop the hill side from washing into and overtaking his back yard and house.

While the bank between the rear of the houses on Summit Drive and those at the base of the hill on Riley Drive has remained fairly stable for the past 31 years, ie erosion has occurred, but the pace has been slow, now that the side of the mountain has been clear cut and run off is allowed to flow unchecked, the bank between the homes on Summit Drive and Riley Drive is in jeopardy of becoming more unstable.

Once again this is cause to express concern and add emphasis to the previous recommendation that a plan be developed and implemented for the collection, handling and disposal of surface and subsurface water in this area. No construction should be commenced without a plan approved by the Chief City Engineer.

While we do not object to the development of this land, nor do we object to the request for rezoning we do feel it necessary to respectfully request that the Planning Advisory Committee either;

1) table approval of this request until such time as a water plan has been submitted and approved, or
2) approve the rezoning application on condition that no construction commence until a plan has been developed, submitted and approved.

If done correctly this development could be the saviour, from a water perspective of our home, and possibly some of the other properties on Summit and Riley Drives, however if not done correctly the damages caused to our property and the neighbouring properties could be significant, costly and possibly irreparable.

Respectfully;

Donna Logan

David and Donna Logan
428 Summit Drive
Saint John, N.B.

Application for a Zoning By-law Amendment
Demande de modification à l'arrêté sur le zonage

Applicant Related Information / Renseignements sur le demandeur

Name of Applicant / Nom du demandeur Joe Mallette

Mailing Address of applicant / Addresse postale du demandeur _____

_____ Postal Code / Code postal _____

Telephone Number / Numéro de téléphone 636-0211

Home / Domicile 696-5508 Work / Travail 633-0066

Fax Number / Numéro de télécopieur 658-5140

Name of Property Owner (if different) / Nom du propriétaire (si différent)

A.J. Mallette & Sons (1985) Ltd.

Address / Adresse Box 2536 Saint John NB Postal Code / Code postal E2L-3V9

Property Information / Renseignements sur la propriété

Location / Emplacement 2797 Loch Lomond Rd. 00326223
Civic # / No de voirie Street / Rue PID / NIP

Lot Area / Superficie du lot 120 ha Street Frontage / Façade sur rue _____

Existing Use of Property / Utilisation actuelle de la propriété vacant land

Municipal Plan land Use Designation
Désignation de utilization des terres sur le plan municipal Unserviced Residential

Amendment Requested / Modification demandée

Present Zoning / Zonage actuel [redacted] "RS-1"

☑ Change Zoning to / Modification du zonage à "RR"
and/or / ou

☐ Text Amendment (indicate particulars) / Modification due texte (indiquez les détails)

Development Proposal / Proposition d'aménagement

Description of Proposal / Description de la proposition

To create ~~28~~ lots for residential development as Phase 2 of the Bally Desmond Subdivision (15 lots were created in Phase 1).

You must provide a scaled site plan that illustrates your proposal. You may also provide photographs, building plans, elevation drawings and any other form of information. The plan must show the dimensions of the property, the location of all buildings, driveways, parking areas, landscaping and signs. It is important that the distance between the property boundary and buildings are shown.

Vous devez fournir un plan du site à l'échelle illustrant votre proposition. Vous pouvez également fournir des photographies, des plans de bâtiment, des dessins de plan d'élévation et toute autre forme de renseignement. Le plan doit indiquer les dimensions de la propriété, l'emplacement de la totalité des bâtiments, des allées, des aires de stationnement, des aménagements paysagers et des panneaux de signalisation. Il est important d'indiquer la distance entre les limites de la propriété et les bâtiments.

Provide reasons why these amendments should be approved. / Fournir tout autre renseignement concernant votre proposition qui pourrait être approuvées.

Provide any other information about your proposal that would be helpful. / Fournir tout autre renseignement concernant votre proposition qui pourrait être utile.

Signature of Applicant / Signature du demandeur _____

Date July 12/07

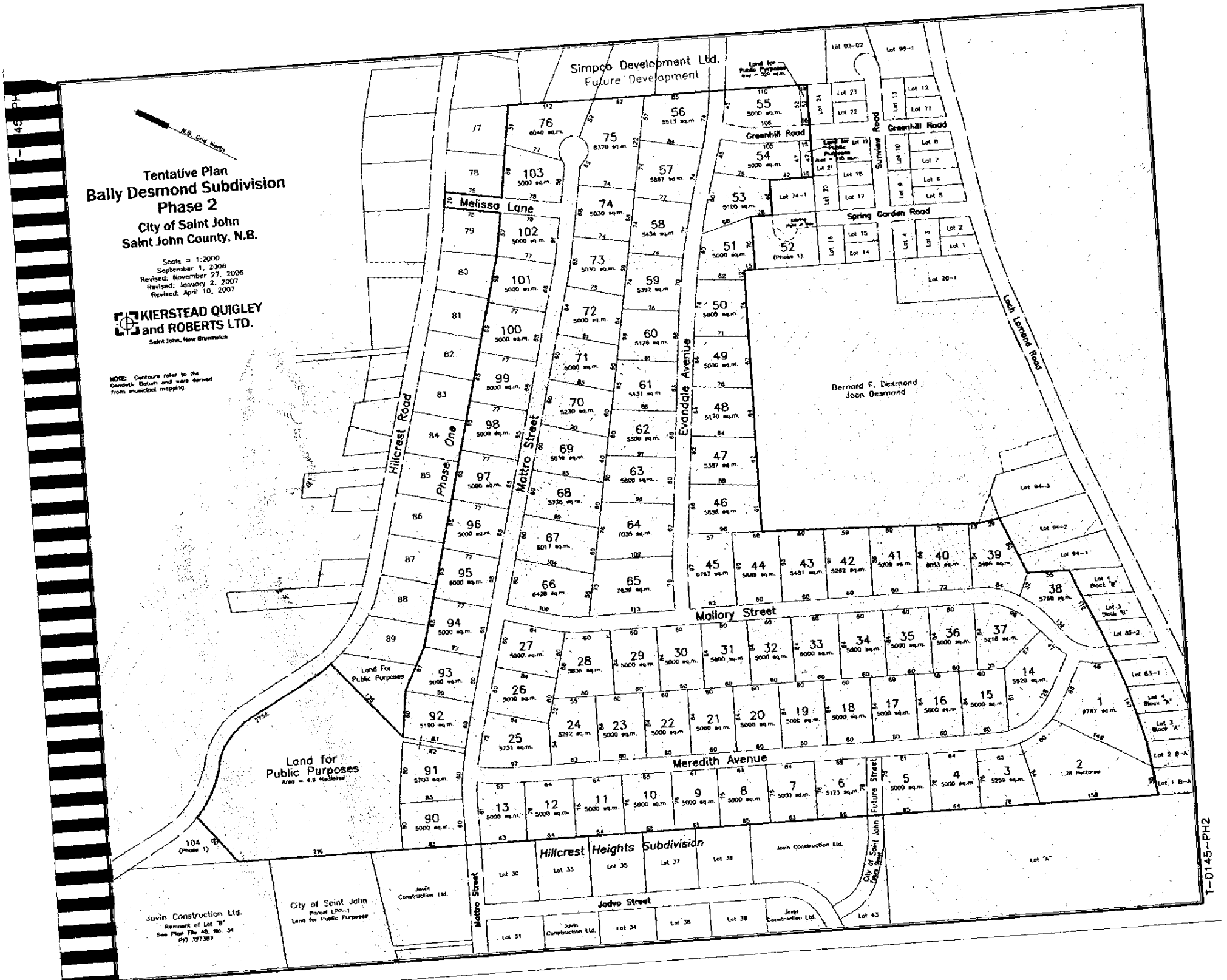
☐ $400 Application Fee Enclosed / Ci-joint les frais de demande de 400 $

If you are not the owner of the land in question please have the owner sign below. The signature of the owner is authorizing this application to proceed for consideration by Common Council.

Si vous n'êtes pas le propriétaire du terrain en question, veuillez obtenir la signature du propriétaire dans la partie ci-dessous. La signature du propriétaire autorisant le traitement de la présente demande pour que cette dernière soit examinée par le conseil communal.

Signature of Owner (if applicable)
Signature due propriétaire (s'il y a lieu) _____

Date: _____


Tentative Plan
Bally Desmond Subdivision
Phase 2
City of Saint John
Saint John County, N.B.
Scale = 1:2000
September 1, 2006
Revised: November 27, 2006
Revised: January 2, 2007
Revised: April 10, 2007
KIERSTEAD QUIGLEY and ROBERTS LTD.
Saint John, New Brunswick
NOTE: Contours refer to the Geodetic Datum and were derived from municipal mapping.
N.B. Grid North
Simpco Development Ltd.
Future Development
Land for Public Purposes
Area = 390 sq.m.
Greenhill Road
Sunview Road
Melissa Lane
Spring Garden Road
Loch Lamond Road
Hillcrest Road
Phase One
Mattro Street
Evandale Avenue
Bernard F. Desmond
Joan Desmond
Mallory Street
Meredith Avenue
Future Street
Land for Public Purposes
Area = 4.9 Hectares
Hillcrest Heights Subdivision
Jodvo Street
Javin Construction Ltd.
Remnant of Lot "B"
See Plan File 48, No. 34
PID 327383
City of Saint John
Parcel LPP-1
Lands for Public Purposes
Lot "A"
T-0145-PH2

PROPOSED ZONING BY-LAW AMENDMENT

RE: 2797 LOCH LOMOND ROAD

Public Notice is hereby given that the Common Council of The City of Saint John intends to consider amending The City of Saint John Zoning By-law at its regular meeting to be held in the Council Chamber on **Monday, August 27, 2007** at **7:00 p.m.**, by:

Rezoning a parcel of land located at 2797 Loch Lomond Road, having an area of approximately 58 hectares, also identified as being a portion of PID No. 00326223, from **"RS-1" One and Two Family Suburban Residential** to **"RR" One Family Rural Residential.**

REASON FOR CHANGE:
To permit the creation of a rural residential subdivision with 88 lots.

The proposed amendment may be inspected by any interested person at the office of the Common Clerk, or in the office of Planning and Development, City Hall, 15 Market Square, Saint John, N.B. between the hours of 8:30 a.m. and 4:30 p.m., Monday through Friday, inclusive, holidays excepted.

Written objections to the amendment may be sent to the undersigned at City Hall.

J. Patrick Woods, Common Clerk
658-2862

PROJET DE MODIFICATION DE L'ARRÊTÉ SUR LE ZONAGE

OBJET: 2797, CHEMIN LOCH LOMOND

Avis public est donné, par la présente, que le conseil communal de The City of Saint John a l'intention d'étudier la modification suivante de l'arrêté sur le zonage de The City of Saint John, au cours de la réunion ordinaire du conseil prévue le **lundi 27 août 2007** à **19 h** dans la salle du conseil:

Rezonage d'une parcelle de terrain d'une superficie approximative de 58 hectares, située au 2797, chemin Loch Lomond, et étant une partie du NID 00326223, de **zone résidentielle de banlieue – habitations unifamiliales et bifamiliales «RS-1»** à **zone résidentielle rurale – habitations unifamiliales «RR».**

RAISON DE LA MODIFICATION:
Permettre la création d'une subdivision résidentielle rurale et 88 lots.

Toute personne intéressée peut examiner le projet de modification au bureau du greffier communal ou au bureau de l'urbanisme et du développement à l'hôtel de ville au 15, Market Square, Saint John, N.-B., entre 8 h 30 et 16 h 30 du lundi au vendredi, sauf les jours fériés.

Veuillez faire parvenir vos objections au projet de modification par écrit à l'attention du soussigné à l'hôtel de ville.

J. Patrick Woods, Greffier communal
658-2862

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Veuillez faire parvenir vos objections au projet de modification par écrit à l'attention du soussigné à l'hôtel de ville.

J. Patrick Woods, Greffier communal
658-2862

City of Saint John

INTERNAL INSERTION ORDER

For City of Saint John use only:	
Budget Number: 110 0801 442 2010	
Department: Common Clerk's Office (Account # 71206)	
Contact: J. Patrick Woods	
Phone: (506) 658-2862	**Fax:** (506) 674-4214
Special Instructions (if any):	

Newspaper **Insertion Dates**

(Check as applicable)
(SJTJ= Saint John Telegraph Journal)

" **SJTJ City Information Ad**	**Date(s): Tuesday, July 31, 2007** **Tuesday, August 21, 2007**
" **SJTJ Independent Placement**	**Date(s):**
" **SJTJ Classifieds**	**Date(s):**

Information for Ad

(Boldface anything you want Bold in Ad, Centre, Tab, etc.)

Section Headline: ☐ **General Notice** ☐ **Tender** ☐ **Proposal** ☒ **Public Notice**

Sub-Headline (if applicable):	
Text: INSERT ATTACHED	
Call to Action: J. Patrick Woods, Common Clerk/Greffier communal	
Contact:	**Telephone: (506) 658-2862**

BY-LAW NUMBER C.P. 110-
A LAW TO AMEND
THE ZONING BY-LAW
OF THE CITY OF SAINT JOHN

Be it enacted by The City of Saint John in Common Council convened, as follows:

The Zoning By-law of The City of Saint John enacted on the nineteenth day of December, A.D. 2005, is amended by:

1 Amending Schedule "A", the Zoning Map of The City of Saint John, by re-zoning a parcel of land located at 2797 Loch Lomond Road, having an area of approximately 58 hectares, also identified as being a portion of PID number 00326223, from "RS-1" One and Two Family Suburban Residential to "RR" One Family Rural Residential

- all as shown on the plan attached hereto and forming part of this by-law.

IN WITNESS WHEREOF The City of Saint John has caused the Corporate Common Seal of the said City to be affixed to this by-law the * day of *, A.D. 2007 and signed by:

ARRÊTÉ N^{O} C.P. 110-
ARRÊTÉ MODIFIANT L'ARRÊTÉ
SUR LE ZONAGE DE THE CITY OF
SAINT JOHN

Lors d'une réunion du conseil communal, The City of Saint John a décrété ce qui suit :

L'arrêté sur le zonage de The City of Saint John, décrété le dix-neuf (19) décembre 2005, est modifié par :

1 La modification de l'annexe «A», Plan de zonage de The City of Saint John, permettant de modifier la désignation pour une parcelle de terrain d'une superficie approximative de 58 hectares, située au 2797, chemin Loch Lomond, et étant une partie du NID 00326223, de zone résidentielle de banlieue – habitations unifamiliales et bifamiliales ‹‹RS-1›› à zone résidentielle rurale – habitations unifamiliales «RR»

- toutes les modifications sont indiquées sur le plan ci-joint et font partie du présent arrêté.

EN FOI DE QUOI, The City of Saint John a fait apposer son sceau communal sur le présent arrêté le 2007, avec les signatures suivantes :

_____
Mayor/Maire

_____
Common Clerk/Greffier communal

First Reading -
Second Reading -
Third Reading -

Première lecture -
Deuxième lecture -
Troisième lecture -

August 22, 2007

Your Worship and Councillors:

SUBJECT: 2797 Loch Lomond Road – Rezoning

On July 30, 2007 Common Council referred the above matter to the Planning Advisory Committee for a report and recommendation. The Committee considered the attached report at its August 21, 2007 meeting.

Mr. Gerald Roberts of Kierstead, Quigley and Roberts and Mr. Joe Mallette appeared to speak on behalf of the application. There was considerable discussion as to whether the proposed future street indicated on the plan between lots 5 and 6 should be developed by the applicant, as recommended by staff in the report, or vested in the City as a future street. The applicant indicated that he would prefer to vest that parcel as a future street similar to connect to the adjoining future street vested with the Hillcrest Heights Subdivision. This aspect of the application will be dealt with in the Committee's recommendation concern the proposed subdivision.

One letter was received regarding the potential for through-traffic on Mattro Street between the Hillcrest Heights Subdivision and the proposed Bally Desmond subdivision.

After considering the report and the applicant's comments the Committee adopted the recommendation as set out below.

RECOMMENDATION:

1. That Common Council rezone a parcel of land located at 2797 Loch Lomond Road, also identified as being a portion of PID Number 00326223, having an area of approximately 60.7 hectares, from "RS-1" One and Two Family Suburban Residential to "RR" One Family Rural Residential.

2. That Common Council hold third reading of the proposed rezoning until such time as a Comprehensive Water Supply Assessment study is completed and approved by the Department of Environment.

Respectfully submitted,

Stephen Horgan
Chairman

SKH

Attachments
Project No. 07-299

DATE: AUGUST 17, 2007

TO: PLANNING ADVISORY COMMITTEE

FROM: PLANNING AND DEVELOPMENT

FOR: MEETING OF AUGUST 21, 2007

Sarah Herring, MCIP
Planner

SUBJECT:

Name of Applicant:	Joe Mallette
Name of Owner:	A.J. Mallette & Sons (1985) Ltd.
Location:	2797 Loch Lomond Road
PID:	00326223 (portion thereof)
Municipal Plan:	Unserviced Residential
Zoning:	Existing: "RS-1" One and Two Family Suburban Residential
	Proposed: "RR" One Family Rural Residential
Proposal:	To permit the creation of 89 residential lots with on-site well and septic systems on an internal street system.
Type of Application:	Rezoning and Subdivision

JURISDICTION OF COMMITTEE:

The *Community Planning Act* authorizes the Planning Advisory Committee to give its views to Common Council concerning proposed rezoning applications. The Committee's recommendation will be considered by Common Council at a Public Hearing on **Monday**, **August 27, 2007**.

The *Community Planning Act* also authorizes the Planning Advisory Committee to give its views to Common Council concerning the location of public and future streets, municipal services and public utility easements, and land for public purposes (or acceptance of cash-in-lieu) dedications in conjunction with the subdivision of land.

STAFF RECOMMENDATION TO COMMITTEE:

1. That Common Council rezone a parcel of land located at 2797 Loch Lomond Road, also identified as being a portion of PID Number 00326223, having an area of approximately 60.7 hectares from "RS-1" One and Two Family Suburban Residential to "RR" One Family Rural Residential.

2. That Common Council assent to one or more subdivision plans, in one or more phases, for the proposed 89 lots of the Bally Desmond Subdivision – Phase 2 and to any required municipal services or public utility easements.

3. That Common Council assent to the proposed Land for Public Purposes dedication having an area of approximately 4.95 hectares (12.24 acres).

4. That Common Council authorize the preparation and execution of a City/Developer Subdivision Agreement(s) to ensure provision of the required work, including detailed street and drainage plans, and a detailed drainage study and downstream review for the approval of the Chief City Engineer or his designate.

5. That Common Council hold third reading of the proposed rezoning until such time as a *Comprehensive Water Supply Assessment* study is completed and approved by the Department of Environment.

6. That the Planning Advisory Committee accept the proposed names for Melissa Lane, Meredith Avenue, Mallory Street and Evandale Avenue.

BACKGROUND:

On February 12, 2007 Common Council assented to one or more subdivision plans for the initial 15 lots of the Bally Desmond Subdivision along Hillcrest Road, and to any required municipal services or public utility easements. Council also assented to the proposed Land for Public Purposes dedication of approximately 5,500 square metres and authorized the preparation and execution of a City/Developer Subdivision Agreement(s) to ensure provision of the required work, including detailed drainage plans for the approval of the Chief City Engineer.

Phase 1 of the Bally Desmond Subdivision received Tentative Approval from the Development Officer on February 19, 2007. Final Approval for Lot 52 was given on May 2, 2007.

INPUT FROM OTHER SOURCES:

Municipal Operations and Engineering has provided the following comments on the application:

a) the developer shall be responsible to construct the local streets in accordance with the Subdivision By-law and Municipal Operations and Engineering's general specifications;

b) the developer shall place the power, telephone and cable television lines as per the Subdivision By-law; and

c) the developer shall provide a drainage study which is to include not only the drainage basin affected by this development phase or adjacent property but all property that will drain into this area. This study shall also include a downstream review to ensure it is capable of handling the additional flow resulting from this development and future developments.

Building and Technical Services has no concerns with this proposal.

Saint John Energy has been notified of this application.

Aliant Telecom has no issues with the proposed subdivision and will work jointly with the developer and Saint John Energy on the development.

Leisure Services has been notified of this application.

Fire Department has no objection to the subdivision application; however, the street network would have to adhere to the following National Building Code Standards 3.2.5.6 *Access Route Design* which provides that the road:

a) have a clear width not less than 6 metres, unless it can be shown that lesser widths are satisfactory;
b) have a centreline radius not less than 5 metres;

c) have an overhead clearance not less than 5 metres;

d) have a change in gradient not more than 1 in 12.5 over a minimum distance of 15 metres;

e) be designed to support the expected loads imposed by fire fighting equipment and be surfaced with concrete, asphalt or other material designed to permit accessibility under all climate conditions;

f) have turnaround facilities for any dead-end portion of the access route more than 90 metres long; and

g) be connected with a public thoroughfare.

The Saint John Fire Department reserves the right to accept any turn-around areas as defined by the developer. A site assessment will be required for the purposes of determining whether fire apparatus can turn in any of the proposed turn-around areas (cul-de-sacs).

N.B. Department of Public Health and Wellness has been notified of this application.

N.B. Department of Environment and Local Government has reviewed this application with respect to several areas of responsibility, namely Environmentally Significant Areas, Wellfield Protection, Watershed Protection, Watercourse and Wetland Alteration, Water Classification and Groundwater Protection. The following comments are provided based on these reviews:

a) there are no immediate watercourse or wetland concerns association with this phase of the development. However, the proponent should be advised that there is a watercourse on the remnant parcel to the north of the proposed lots and there are both watercourse and wetland concerns associated with the remnant parcel to the south of the proposed lots. Should there be future development proposed for these areas the wetland may require delineation by a recognized Wetlands and Coastal Consultant and there will be certain constraints associated with development near these features.

b) given the number of existing lots in this subdivision, existing development on surrounding properties and the number of proposed lots, we would strongly recommend that a Comprehensive Water Supply Assessment (CWSA) be required prior to approval of this subdivision. The CWSA should address, but not be limited to, the long term sustainability of the aquifer to support a development of this size, potential effects of the development on neighbouring water users and potential land use issues.

Based on the above, the Department would recommend that the City delay approval of this subdivision until a CWSA has been completed and reviewed by the Department of Environment.

ANALYSIS:

Subject Site and Proposal

The subject site is located in East Saint John between Loch Lomond Road and Hillcrest Road east of the Hillcrest Heights Subdivision. The undeveloped 60.7 hectare (150 acre) site has rolling topography and mature forest cover, with a small valley in the northwest corner of the property. The surrounding area contains a range of large, forested parcels of land, single-family rural development and newer, unserviced, rural residential subdivisions.

The applicant is proposing to develop the second phase of an unserviced subdivision, creating 89 lots on an internal street system with four new public streets in addition to the 15 lots along Spring Garden Road and Hillcrest Road created in the first phase. A 5,500 square metre (1.4 acre) parcel of Land for Public Purposes was dedicated with the first phase, and an additional 4.95 hectares (12.24 acres) is being dedicated in conjunction with the second phase, for a total of 5.5 hectares (13.6 acres) of Land for Public Purposes. The Land for Public Purposes currently being proposed is located in the northwest corner of the site, adjacent to the previously accepted LPP and connecting to the LPP dedicated with the development of the adjacent Hillcrest Heights subdivision.

Municipal Plan Policies

The Municipal Plan has designated this area of the City as Unserviced Residential, and considers it appropriate for larger residential lots with on-site services. The Plan classifies Rural Residential subdivisions as planned, low density, non-farm residential subdivisions that are physically separated from existing built-up areas. It is intended that the value of rural living will compensate for any inconvenience involved with the lack of urban servicing.

The Plan requires that rural residential subdivisions have no fewer than 20 lots arranged in a cluster and fronting primarily on an internal local street system which has reasonable but limited access onto the City street system via an adjacent arterial or collector public street. Individual lots in a rural residential subdivision must have independent septic and well systems acceptable to the Department of Public Health and the City, and internal roads must be developed to a country standard as set out by the Subdivision By-law. The Plan also requires that these subdivisions be implemented, in part, by rezoning to the "RR" One Family Rural Residential zone and that Land for Public Purposes equal to 10 percent of the development and generally suitable for active recreation purposes be granted to the City in conjunction with the subdivision development.

Zoning and Subdivision By-law Requirements

The attached Tentative Subdivision Plan illustrates the creation of 89 residential lots, each meeting or exceeding the proposed "RR" One Family Rural Residential zone requirements for a minimum lot

area of 5,000 square metres (1.24 acres), a minimum lot width of 60 metres (196.9 feet) and a minimum lot depth of 40 metres (131.2 feet).

The proposed subdivision also appears to meet the requirements of the Subdivision By-law regarding street lengths, widths and the diameter of the proposed cul-de-sac at the end of Mattro Street. The developer will need to provide detailed street and drainage plans for the approval of the Chief City Engineer or his designate prior to final approval of the subdivision. The applicant has proposed the names: Melissa Lane, Meredith Avenue, Mallory Street and Evandale Avenue for the new public streets in the subdivision and these names and the proposed location of the streets are acceptable to the City.

The applicant has illustrated a future street connection between Meredith Avenue and Jadvo Street, located between proposed lots 5 and 6, on the attached subdivision plan. This street is required to be developed as a connection to the adjacent Hillcrest Heights subdivision and should not be shown as a future street.

Servicing

The 89 lots proposed in the second phase of the Bally Desmond subdivision will be serviced by on-site wells and septic systems. While this area of the City has generally been found to be suitable for on-site servicing, the Department of Public Health had advised that the first phase of this subdivision, comprised of 15 unserviced lots along Hillcrest Road and Spring Garden Road, required mound septic systems. Approval from the Department of Health regarding the suitability of each of the second phase lots for on-site wells and sewage disposal is required before the proposed lots can be approved by the Development Officer.

As well, a *Comprehensive Water Supply Assessment* study must be completed by the developer and approved by the Department of Environment prior to approval of the proposed lots to ensure that water supplies are adequate for the intended residential uses. The applicant is aware of this requirement.

Land for Public Purposes

As previously noted, the applicant is proposing approximately 4.95 hectares (12.23 acres) of Land for Public Purposes in conjunction with this phase of development, adding to the 5,500 square metres (1.36 acres) dedicated during the first phase of the subdivision. The Municipal Plan calls for Land for Public Purposes in rural residential subdivisions to be suitable for active recreation, and Leisure Services has already advised that the land in this area likely unsuitable for this purpose; however, recent development trends have shown that this style of development, with single-family dwellings on large lots in relatively remote areas of the City, generally creates a demand for natural, passive

recreation areas and larger, more central arenas and multi-purpose sports fields than for traditional neighbourhood playgrounds.

The proposed Land for Public Purposes would provide just such a natural area and would also provide a continuation of the Land for Public Purposes previously accepted for the Hillcrest Heights subdivision. This land, and the land dedicated in the first phase of this development, was intended to protect a small stream and the Land for Public Purposes dedication would extend this protection and potential walking or hiking trails along the valley and stream bed.

CONCLUSION:

As the proposed 89 lots in the second phase of the Bally Desmond Subdivision can satisfy the requirements of the Zoning and Subdivision By-laws and the Municipal Plan, approval of this development can be supported subject to approval of the individual lots by the Department of Health as each phase is approved by the Development officer. A *Comprehensive Water Supply Assessment* study must be completed by the applicant and approved by the Department of the Environment before the proposed subdivision can be approved. Detailed street and drainage plans, and a drainage study and downstream review acceptable to the Chief City Engineer or his designate are also required prior to final approval.

The requested rezoning from "RS-1" One and Two Family Suburban Residential to "RR" One Family Rural Residential is required to facilitate the proposed development and can be supported; however, it is recommended that Common Council withhold third reading until such time as an approved *Comprehensive Water Supply Assessment* is received.

The proposed Land for Public Purposes would provide an extension of potential walking trails along the valley area between the Hillcrest Heights and Desmond subdivision and would also preserve a large area natural between the two developments. It is recommended that the proposed dedication be accepted.

SKH
Project No. 07-299

10.

August 15, 2007

Planning Advisory Committee:

This is Jason Roy & Echo LeBlanc. We own lot 37 in the Hillcrest Heights Subdivision. The only concern we have with the tentative plan for Phase 2 of the Bally Desmond Subdivision is the amount of thru-traffic we will receive. Personally we don't see any reason to continue Mattro Street into that subdivision. We feel that one street connecting the 2 subdivisions would be plenty and would also restrict the drive-thru traffic to a minimum.

We purchased this land because we believed that it would be a quite neighborhood that our children some day could play in safely. Currently there are children in the neighborhood and by allowing too much thru-traffic to access our subdivision would put them at risk. Personally we believe the City Of Saint John Future Street connecting the 2 subdivisions would be plenty.

Thank you for your time,

Jason Roy

Jason Roy & Echo LeBlanc



10.1

City Solicitor's Office
Bureau de l'avocat municipal

www.saintjohn.ca

P.O. Box/C.P. 1971
Saint John, NB/N.-B.
Canada E2L 4L1

The City of Saint John

August 23, 2007

Common Council of
The City of Saint John

Your Worship and Councillors:

Re: Noise By-Law Amendment

Common Council at its meeting of August 13, 2007, gave first and second reading to a proposed amendment of the Noise By-Law. The amendment would add to the Noise By-Law a definition for "*off-road vehicle*" and also add the activity "*the operation of an off-road vehicle, at any time*".

Attached is a revised amendment. The word "*driving*" has been substituted for the word "*operation*" in order to more properly describe the activity.

Third reading is in order if Council so wishes.

Respectfully Submitted,

John L. Nugent
City Solicitor

Attachment

BY-LAW NUMBER M-22
A BY-LAW RESPECTING THE PREVENTION OF EXCESSIVE NOISE IN THE CITY OF SAINT JOHN

Be it enacted by the Common Council of The City of Saint John as follows:

A By-Law of The City of Saint John entitled "Saint John Noise By-Law" enacted on the 18th day of May, A.D. 2005, is hereby amended as follows:

1. Section 2 is amended by adding the following definition:

"Off road vehicle" means any motor vehicle designed or adapted for off-road use and, without limiting the generality of the foregoing, includes an all-terrain vehicle, a dirt bike, a dune-buggy, a motorized snow vehicle or an amphibious vehicle, but does not include any vehicle which is designed for use and is being used in agriculture, forestry, mining or construction, any vehicle registered under the *Motor Vehicle Act* or any vehicle exempted from the application of the *Off Road Vehicle Act* by regulation.

2. Subsection 3(3) is amended by adding the following:

n) the driving of an off-road vehicle, at any time

ARRÊTÉ N° M-22
ARRÊTÉ CONCERNANT LA PRÉVENTION DE BRUIT EXCESSIF DANS THE CITY OF SAINT JOHN

Le conseil communal de The City of Saint John édicte :

Par les présentes, l'arrêté de The City of Saint John intitulé "Arrêté de Saint John concernant le bruit" édicté le 18 mai 2005 est modifié comme suit :

1. L'article 2 est modifié par l'ajout de la définition suivante :

« véhicule hors route » désigne tout véhicule à moteur conçu ou adapté pour l'usage hors route, et sans restreindre la portée de ce qui précède, s'entend également des véhicules tout-terrain, des motos hors route, des autodunes, des motoneiges ou des machines amphibies, mais ne s'entend pas de tout véhicule qui a été conçu pour être utilisé et qui est utilisé pour l'agriculture, la foresterie, les travaux miniers ou la construction, de tout véhicule immatriculé en vertu de la *Loi sur les véhicules à moteur* ou de tout véhicule exempté de l'application de la *Loi sur les véhicules hors route* par règlement.

2. Le paragraphe 3(3) est modifié par l'ajout de l'alinéa suivant :

n) à tout moment, conduire un véhicule hors-route

IN WITNESS WHEREOF The City of Saint John has caused the Corporate Common Seal of the said City to be affixed to this by-law the _____day of August, A.D. 2007 and signed by:

EN FOI DE QUOI The City of Saint John a fait apposer son sceau communal sur le présent arrêté le _____ 2007, avec les signatures suivantes :

_____
Mayor/Maire

_____
Common Clerk / Greffier communal

First Reading - August 13, 2007
Second Reading - August 13, 2007
Third Reading -

Première lecture - le 13 aout 2007
Deuxième lecture - le 13 aout 2007
Troisième lecture -

August 27, 2007

His Worship Mayor Norm McFarlane
And Councillors

Your Worship and Councillors

SUBJECT: Governance Update

Council heard a presentation on the proposed governance system last week and there was a recent newspaper article concerning the governance report.

Motion: that Staff and Council discuss the Governance issue at this meeting of open session of Council.

Respectfully submitted

Received by e-mail

Bill Farren
Councillor

August 21, 2007

His Worship Norm McFarlane and
Councillors

Your Worship and Councillors,

SUBJECT: MAJORITY RULES

MOTION: I move that Council agree to accept the will of the majority that being 50% + 1 vote on the results of the upcoming referendum regarding the mixed/ward system.

Respectfully submitted,

Received by e-mail

Michelle Hooton
Deputy Mayor

SAINT JOHN

11.3

The City of Saint John

P.O. Box/C.P. 1971
Saint John, NB/N.-B.
Canada E2L 4L1

www.saintjohn.ca

August 24, 2007

OPEN SESSION

Mayor Norman McFarlane and
Members of Common Council

RE: Coalition of Municipalities Against Racism and Discrimination

As a member of the Federation of Canadian Municipalities (FCM) Standing Committee on Social Economic Development, I was invited by the Canadian Commission for UNESCO to attend a meeting in Calgary on June 1, 2007. This meeting was the initial meeting of the thirteen (13) Municipalities across Canada, who had up to that date signed on as members to the Coalition of Municipalities Against Racism and Discrimination.

The Coalition initiative is supported by the Canadian Association of Statutory Human Rights Agencies; the Federation of Canadian Municipalities; Human Rights Commissions in Alberta, Ontario and Saskatchewan; the Canadian Race Relations Foundation; various Agencies and Associations of Municipalities in different Provinces; and the National Association of Friendship Centres for Aboriginal peoples.

Canada is a very cultural and racially diverse nation and the face of our communities are ever changing as we experience and encourage an influx of new citizens from around the world. While for the most part our communities are welcome and open to this change, there tends to be an element in society that does not welcome and respect those who come into our communities, who maybe culturally or racially different. As a result of this it is imperative that we as communities must do what we can to make our new citizens and visitors feel secure and protected. We must also ensure that our community is a safe and welcoming environment for all citizens, old and new alike.

Unfortunately, not only in communities across Canada, but in our own community of Saint John, the elements of racism and discrimination raise their ugly heads at times. As had been witnessed by the recent events reported in the local news. As a community, I believe that we have shown ourselves to be disgusted by this type of behaviour and have rallied around those who have been exposed to the cold grips of racism and discrimination.

As leaders of this Municipality, I believe that we are bound by duty to do what we can to protect all of our citizens and visitors from elements that would tend to harm their well being. With that in mind I am bringing forth a recommendation this evening that we join

with other Municipalities across Canada who have become members of the Coalition of Municipalities Against Racism and Discrimination. Municipalities, who by becoming members of the Coalition, had committed themselves to making their communities a safe and welcoming community for all citizens and visitors.

Recommendation

1. **It is recommended that the City of Saint John support the UNESCO initiative in principle, and sign the Declaration to Join the Coalition of Canadian Municipalities Against Racism and Discrimination.**

Respectfully Submitted,

Carl A. White, Councillor
City of Saint John

attachments

Declaration to Join the Canadian Coalition of Municipalities Against Racism and Discrimination

Municipalities wishing to join the Coalition are invited to sign this model declaration.

Given that:

1. The Canadian Commission for UNESCO (United Nations Educational, Scientific and Cultural Organization) is calling on municipalities to join a Canadian Coalition of Municipalities Against Racism and Discrimination and be part of UNESCO's international coalition launched in 2004.

2. The Federation of Canadian Municipalities endorses the Call for a Canadian Coalition of Municipalities Against Racism and Discrimination and encourages its members to join.

Whereas:

3. Municipal governments in Canada, along with other levels of government, have responsibilities under Canada's *Charter of Rights and Freedoms* as well as federal, provincial and territorial human rights codes, and therefore have an important role to play in combating racism and discrimination and fostering equality and respect for all citizens.

Be it resolved that:

4. The Municipality of _____ agrees to join the Coalition of Canadian Municipalities Against Racism and Discrimination and, in joining the Coalition, endorses he Common Commitments and agrees to develop or adapt its own unique Plan of Action accordingly.

5. These Common Commitments and the Municipality's unique Plan of Action will be an integral part of the Municipality's vision, strategies and policies.

6. In developing or adapting and implementing its own unique Plan of Action toward progressive realization of the Common Commitments, the Municipality will cooperate with other organizations and jurisdictions, including other levels of government, Aboriginal peoples, public and private sector institutions, and civil society organizations, all of whom have responsibilities in the area of human rights.

7. The Municipality will set its priorities, actions and timelines and allocate resources according to its unique circumstances, and within its means and jurisdiction. The Municipality will exchange its expertise and share best practices with other municipalities involved in the Coalition and will report publicly on an annual basis on actions undertaken toward the realization of these Common Commitments.

_____

(Date) (Place)

_____

(Signature of the Mayor)

Common Commitments
Against Racism and Discrimination

Municipalities are urged to develop their own plan of action in keeping with these ten Common Commitments addressing three areas of municipal responsibility:

- The municipality as a guardian of the public interest.
- The municipality as an organization in the fulfillment of human rights.
- The municipality as a community sharing responsibility for respecting and promoting human rights and diversity.

In undertaking these Commitments and in developing unique plans of action for addressing racism and discrimination, municipalities are encouraged to take a participative approach that will engage Aboriginal peoples and initiate dialogue among diverse communities.

1. Increase vigilance against systemic and individual racism and discrimination.

2. Monitor racism and discrimination in the community more broadly as well as municipal actions taken to address racism and discrimination.

3. Inform and support individuals who experience racism and discrimination.

4. Support policing services in their efforts to be exemplary institutions in combating racism and discrimination.

5. Provide equal opportunities as a municipal employer, service provider and contractor.

6. Support measures to promote equity in the labour market.

7. Support measures to challenge racism and discrimination and promote diversity and equal opportunity in housing.

8. Involve citizens by giving them a voice in anti-racism initiatives and decision-making.

9. Support measures to challenge racism and discrimination and promote diversity and equal opportunity in the education sector and in other forms of learning.

10. Promote respect, understanding and appreciation of cultural diversity and the inclusion of Aboriginal and racialized communities into the cultural fabric of the municipality.

The City of Saint John

11.4

August 23, 2007

His Worship Mayor Norman McFarlane
And Members of Common Council

Your Worship and Members of Common Council:

On September 4, 2007 at 6:30 Community express "COMEX" will commence after much work and preparation. This service was made possible as a result of the partnership between Federal, Provincial, Municipal governments of Greater Saint John, Parking and Transit Commissions. This strategic alliance in the transportation field will have a positive economic, environmental and social impact for our citizens.

I trust this new service will benefit everyone in Greater Saint John.

MOTION

Receive for Information.

Respectfully Submitted,

(Original Source Verified)

Councillor C.T Titus

August 24, 2007

His Worship Mayor Norm McFarlane
and Councillors

Your Worship and Councillors:

Subject: Proposed Affordable Housing tours for Mayor and Council of Affordable Housing Projects

The Mayor, Common Council and Staff have been very supportive of the projects put forth by the Affordable Housing Community. This partnership has seen not only an increase in new projects started but also a healthy number of projects waiting to begin.

While at the FCM meeting in Calgary, I attended a workshop which discussed the importance of municipal government and Affordable Housing partnerships. One of the ideas presented in this workshop was for the Affordable Housing Community to invite Municipal Officials to tour their projects while in development.

In taking this partnership idea to the Affordable Housing Community in Saint John, the response was enthusiastic.

Motion

That Common Council officials work with the Affordable Housing Community to identify appropriate dates and times for Mayor, Common Council and Senior Staff to tour Affordable Housing projects which are in development.

Respectfully submitted,

Source verified

Peter McGuire
Councillor

The City of Saint John

11.6

August 23, 2007

His Worship Mayor Norman McFarlane
And Members of Common Council

Your Worship and Members of Council:

Re: Spar Cove Road

Concerns over traffic have been brought to my attention. These concerns are speeding and parking on the street. Spar Cove Road is a narrow road in which these issues pose particular difficulties for both residents and motorists.

MOTION

I request that staff investigate remediation to these issues including possibly restricting parking to one side of the street or eliminating parking on both sides of the street as well as reducing speed and insuring adequate patrol.

Respectfully Submitted,

(verified by phone)

Councillor Stephen Chase

The City of Saint John

12 D

August 13, 2007

His Worship Norm McFarlane
and Members of Common Council

Your Worship and Councillors,

Re: Regional Partnership for Professional Artists and the Community

BACKGROUND

In November 2006, the City's Cultural Affairs Office was approached by the Executive Director of the New Brunswick Arts Board with a proposal to invest in a project of a Regional Partnership for Professional Artists and the Community.

The New Brunswick Arts Board (NBAB) is an arm's-length arts funding agency with a legislated mandate to: facilitate and promote the creation of art; facilitate the enjoyment, awareness and understanding of the arts; advise the government of New Brunswick on arts policy; unify and speak for the arts community; and administer funding programs for professional artists.

In September 2005, Saint John hosted the *Atlantic Cultural Space: The Creative Municipality* conference, and one of the significant recommendations that came out of the conference underlines the need for reinforcing collaborative links among different funders, including municipal governments, so that designated funding can be provided in each of the regions to support the work of professional artists at the local and regional level and to encourage artists to continue to live and work in their own regions. By working together, the NBAB believes a wide range of opportunities can be offered to professional artists in the Saint John area which will lead to creating a rich variety of ongoing artistic and cultural programming in the community.

The following are the objectives of the project:

- To support arts projects that involve partnerships with the municipality or with regional community groups;
- To encourage arts initiatives that highlight the identity of the greater Saint John region; and
- To encourage the development of projects that will make works of literature and art more accessible to the public throughout the greater Saint John region.

The NBAB has offered to invest $25,000 per year for three years for Saint John artists, provided $25,000 can be raised from another agency, and the municipality contributes $25,000 as well. This will result in a total of $75,000 to be invested towards local professional artists.

With the support and assistance of Enterprise Saint John, the City's Cultural Affairs Office has successfully raised 33-percent of the funds required ($12,500 from the Regional Development Corporation; and $12,500 through the Community Economic Development Fund). The remaining important link in order to move forward with this initiative is a commitment of $25,000 from the City of Saint John.

The NBAB proposes that the $75,000 be used to provide ten (10) grants of $5,000 to $10,000 to be awarded to artists in the greater Saint John region, on a merit basis. Over the three year term of this initiative, then, thirty (30) or more grants will be offered through three annual competitions for local professional artists.

The NBAB would like to begin this partnership project on October 1, 2007, for the 2007-2008 fiscal year and to continue it until the end of the 2009-2010 fiscal year. A renewal of the agreement could be considered after the current agreement has been evaluated and depending on the results.

Details about the way the grants will be allocated will be developed by a committee including representatives of the New Brunswick Arts Board, professional artists from the Saint John area, and members of the Saint John community.

The agreement will be administered by the NBAB and, to ensure transparency and accountability, a special section in its Annual report will outline the income and expenses related to this project and the artists who receive funding. Depending on the needs and wishes of the partners, additional reports may also be prepared. For each competition, the NBAB will prepare and circulate press releases announcing the names of the grant recipients. The City's Cultural Affairs Office could also do the same, in order to ensure proper media coverage of the activities made possible by this agreement and which take place in Saint John.

ANALYSIS:

This initiative marks the first time the NBAB has offered to partner with the City of Saint John to ensure professional artists are given the opportunity to access funding for their creative ideas and to remain within their community of choice to produce art.

There has been a significant disparity in grant applications and funding to professional artists in Saint John, as recently written in the Telegraph-Journal. This project is an attempt to provide collaboration with the municipality and other funding agents to help stimulate further growth in Saint John's arts sector. Edmundston New Brunswick is the only other municipality participating in this unique

pilot project. As a francophone community, they have experienced similar grant funding issues as Saint John. The municipality of Edmundston and their economic development agency have both financially contributed their full 33-percent share.

FINANCIAL IMPLICATIONS:

This venture represents 33-cent dollars for the City of Saint John and a valuable window of opportunity for the professional artists in our community.

A $25,000 contribution by the City is fully affordable within the 2007 City budget approved by Common Council. The identified funding will come from the Art Reserve Fund of $25,000 set aside each annum for such purposes.

The project also fits perfectly with the goals and objectives of the Common Council-adopted *Saint John Arts and Culture Policy,* namely item 5.4 a. *"...to develop and implement arts training and employment strategies,"* and item 5.4 c. *"...to identify opportunities to increase investment in arts and culture and to encourage the collaboration between the arts and business sectors."*

RECOMMENDATON:

Your City Manager recommends that

- Common Council grant $25,000 to the New Brunswick Arts Board representing one-third of the funding to implement the Regional Partnership for Professional Artists and the Community for a maximum of three years.

Respectfully submitted,

Bernard Cormier
Cultural Affairs Officer

J. Patrick Woods
Deputy City Manager

12.1

REPORT TO COMMON COUNCIL

M&C 2007 - 280

August 20, 2007

City of Saint John

Deputy Mayor Michelle Hooton and
Members of Common Council

Deputy Mayor and Councillors:

RE: 2006 Annual Report of the City of Saint John Pension Plan

INTRODUCTION

On behalf of the Board of Trustees of the City of Saint John Pension Plan I am pleased to provide the following report on the activities of the Board during the 2006 calendar year.

The Board administers the City's Pension Plan in accordance with the provisions of the City of Saint John Pension Act, the Provincial Pension Benefits Act and the Federal Income Tax Act. The City's Pension Plan is a defined benefit program with employee contributions set at 8.5% of gross earnings and employer contributions set at 8.1% of gross earnings. In addition the plan sponsor, the City of Saint John, was required to contribute an additional 8.6% of payroll representing contributions in respect of the Going Concern Unfunded Liability of $43,547,200 as at December 31, 2003.

The 2006 Calendar year was another extremely busy year for the Board of Trustees. Areas of focus continue to be Disability Management, Board Governance and diversification of the Pension Fund's investment portfolio. Each of these items will be discussed in greater detail below.

The net assets of the Plan at December 31, 2006 were $375,504,636 (2005-$327,161,340) and these funds are invested by the Board in accordance with an established investment policy and in consultation with the Board's investment consultant API Asset Management Inc. A copy of the 2006 Audited Financial Statements is attached with this report.

It should be noted that the Pension Plan continues to record a receivable from the City for funding due related to the Plan's solvency deficiency. The Pension Benefits Act requires that a solvency deficiency be funded over a period of 5 years unless an exemption is granted to fund over a period of not more than 15 years. The funding amount set-up by the Plan assumes that the City will fund the solvency deficit over 15 years. This issue is more completely disclosed in the Notes to the Financial Statements on page 7 attached.

In terms of the solvency deficiency it was the intention of the City of Saint John to apply for an exemption from funding the solvency deficiency as permitted under the Pension Benefits Act. In June of 2007 a ballot to vote in favour of or in opposition to exemption from funding the solvency deficiency was distributed to all plan members. The results of the vote were overwhelmingly in favour of the exemption from the funding. As a result of the vote an application seeking exemption from funding the solvency deficiency has been made to the Superintendent of Pensions. Once the decision has been rendered by the Superintendent it will be communicated to plan members and the sponsor.

INVESTMENT POLICY

The Funds assets are managed by six investment managers with an asset mix of 35% Canadian Fixed Income and cash, 35% Canadian Equities, 10% US Equities, 10% in Real Estate and 10% Foreign Equities.

The Board completed a comprehensive update of its Investment Policy in 2003 and reviews the Policy provisions on an annual basis. One area of continued interest to the Board is the increasing popularity of alternate investments that offer an absolute return strategy. The desirability of these types of investments is that they have the potential to offer reasonable investment returns that are not in any way affected by the ups and downs in the stock market or other investment markets. This would greatly add to the diversity of the Fund's Investments and the Board has concluded that it would like to see up to 10% of its portfolio in this type of investments.

One action taken by the Board this past year has been the addition of a real estate fund as part of the Investment portfolio. The Board has directed that up to 10% of the Funds of the Plan be invested in this Real Estate Fund.

INVESTMENT MANAGER PERFORMANCE

In 2006 the investment earnings on the Pension Fund's assets averaged 16.4%. By contrast the portfolio return, representing average market returns for a similar form of investments as those carried by our Plan, saw a growth of 13.0% during the same period. The returns are also far better than our long-term targeted return of CPI plus 3.85% which for 2006 equated to a 5.5% return.

The Pension Plan's assets are managed by six professional investment firms as follows:

- Fixed Income – Addenda Capital
- Real Estate - Standard Life
- Canadian Equity – Kingwest
  - Letko Brosseau
- US Equity – Burgundy Asset Management
- EAFE Equity – Philadelphia Investments

The Board of Trustees meets with each the Investment Managers twice a year to review their performance and discuss emerging trends in the investment markets. The Board also retains API Asset Performance Inc. to provide an analysis of our manager's performance in comparison with other managers with similar holdings.

The attached schedule summarizes the Plan's performance over the last five years. The rate of return for each year is as follows 2006 – 16.4%, 2005 – 17.4%, 2004 – 11.6%, 2003 – 12.8%, and 2002 - -3.6%. The City of Saint John Pension Plan has experienced superior returns in comparison to the average Pension Fund in Canada over this period. The rate of return for the average Pension Fund in Canada were as follows 2006 – 12.6%, 2005 – 11.5%, 2004 – 10.0%, 2003 – 13.5%, and 2002 – 4.4%.

DISABILITY MANAGEMENT

In 2005 the Board retained LifeMark Health Services to provide adjudication support services related to Disability Management. As part of their work Lifemark reviews all new applications for disability and makes recommendations to the Board for approval or denial.

In addition as per Section 17(1) of the City of Saint John Pension Act the Board has directed LifeMark to review the cases of all existing Long-Term Disability recipients to determine if they continue to be eligible for benefits under the Plan. This process is ongoing and Council is being informed on a regular basis.

BOARD GOVERNANCE

A governance review was completed in November 2006. The purpose of the review was to highlight best practices with respect to pension governance and then compare and modify current practices, where necessary, to move towards these best practices. This is a work in progress. A work plan has been prepared and changes are being implemented.

ACTIVE AND RETIRED PARTICIPANTS

The number of active participants in the Plan was 872 while the number of retired participants stands at 734. The impact of the high percentage of pensioners in relation to active members really shows on the current fund balances as detailed in the Pension Fund's Annual Financial Statements. In 2006 we see that the total contributions into the Plan from employees and the employer for current service were $8,695,574 (2005 - $7,895,596) and $12,553,100 for past service. Total pensions paid in the year were $17,060,579 (2005 -$16,660,839).

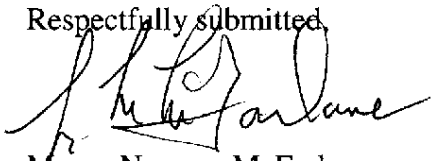
With interest rates at historically low levels the size of this pensioner liability has a significant impact on the over-all funding position of the Plan.

BOARD OF TRUSTEES

The current members of the Board of Trustees are as follows:

Trustee	Appointing Body
Councillor Chris Titus	Common Council
Councillor Glen Tait	Common Council
David Gould	Outside Workers – CUPE Local 18
John Nugent	Management/non-union staff
Bill Buckley	Inside Workers – CUPE Local 486
Frederick Slipp	Firefighters – IAFF Local 771
Andrew Beyea	Police – CUPE Local 61
Kevin Estabrooks	Saint John Retired Members Association
Mayor Norman McFarlane (Chair)	Ex-officio, Mayor
J. Patrick Woods (Secretary)	Ex-officio, Common Clerk
Gregory J. Yeomans (Treasurer)	Ex-officio, Commissioner of Finance
Terrence Totten	Ex-officio, City Manager

Respectfully submitted,



Mayor Norman McFarlane
Chair
Board of Trustees
City of Saint John Pension Plan

CITY OF SAINT JOHN - June 30, 2007

Calendar Year Rate of Return

December	2006	2005	2004	2003	2002
CITY OF SAINT JOHN	16.4	17.4	11.6	12.8	-3.6
Policy Portfolio	13.0	10.6	8.8	12.5	-5.5
C.P.I + 3.85%	5.5	6.0	6.0	5.9	7.7
Actuarial Assumption	8.0	8.0	8.0	8.0	8.0
API Median (Segregated Median)*	12.6	11.5	10.0	13.5	-4.4

*This shows the performance of the average Pension Fund in Canada.

ASSURANCE AND ADVISORY
BUSINESS SERVICES

ASSURANCE SERVICES

Financial Statements

The City of Saint John – Pension Plan
December 31, 2006

ERNST & YOUNG

ERNST & YOUNG LLP

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AUDITORS' REPORT

To the **Board of Trustees:**

We have audited the statement of net assets available for benefits of The City of Saint John – Pension Plan ("the Plan") as at December 31, 2006 and the statement of changes in net assets available for benefits for the year then ended. These financial statements are the responsibility of the Plan's management. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audit in accordance with Canadian generally accepted auditing standards. Those standards require that we plan and perform an audit to obtain reasonable assurance whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation.

In our opinion, these financial statements present fairly, in all material respects, the financial position of the Plan as at December 31, 2006 and the changes in its financial position for the year then ended in accordance with Canadian generally accepted accounting principles.

Ernst & Young LLP

Saint John, Canada,
March 5, 2006.

Chartered Accountants

STATEMENT OF NET ASSETS AVAILABLE FOR BENEFITS

As at December 31

	2006 $	2005 $
Cash and short term notes	**7,338,285**	12,090,203
Due from The City of Saint John	**74,624**	147,545
Accrued interest and dividends	**928,135**	742,158
Investments, at market		
Bonds and Fixed Income Pooled Funds; (cost 2006 - $105,740,847; 2005 - $108,626,769)	**107,495,759**	110,602,031
Stocks and Equity Pooled Funds; (cost 2006 - $160,748,290; 2005 - $138,196,214)	**236,423,234**	189,318,403
Real Estate Funds	**13,503,099**	—
Net assets available for benefits before the following:	**365,763,136**	312,900,340
Funding due from The City of Saint John *[note 4]*	**9,741,500**	14,261,000
Net assets available for benefits	**375,504,636**	327,161,340

See accompanying notes

On behalf of the Trustees:

Trustee

Trustee

STATEMENT OF CHANGES IN NET ASSETS AVAILABLE FOR BENEFITS

Year ended December 31

	2006 $	2005 $
Increase in assets		
Contributions		
The City of Saint John *[note 4]*	**16,819,518**	3,854,001
Employees	**4,429,156**	4,041,595
	21,248,674	7,895,596
Investment income		
Interest	**4,616,940**	4,084,531
Dividends	**5,023,616**	4,022,092
	9,640,556	8,106,623
Funding due from The City of Saint John *[note 4]*	—	7,202,000
Current period change in market values of investments	**41,635,463**	39,197,783
	72,524,693	62,402,002
Decrease in assets		
Pensions paid	**17,060,579**	16,660,839
Funding due from The City of Saint John *[note 4]*	**4,519,500**	—
Contributions and interest refunded to participants	**484,910**	808,879
Administrative expenses *(schedule)*	**2,116,408**	1,454,554
	24,181,397	18,924,272
Net increase in net assets available for benefits	**48,343,296**	43,477,730
Net assets available for benefits, beginning of year	**327,161,340**	283,683,610
Net assets available for benefits, end of year	**375,504,636**	327,161,340

See accompanying notes

NOTES TO FINANCIAL STATEMENTS

December 31, 2006

1. PLAN SUMMARY

The Pension Fund is the accumulation of Plan assets used to fund pensions under the revised City of Saint John Pension Act as enacted on May 12, 1994, as amended to April 28, 2001. The Act is administered by a Board of Trustees representing Common Council of the City of Saint John ("the City"), management, unionized employees, non-unionized employees and retired employees. The Plan is also subject to the provisions of the New Brunswick Pension Benefits Act which became effective January 1, 1992.

The assets of the Plan are held by the Royal Trust Corporation of Canada which acts as custodian of the Plan. The assets of the Plan are managed by six different investment managers who have discretionary investment authority within the investment mandates given to them by the Board of Trustees. The performance of the Plan relative to others is measured on a regular basis by API Asset Performance Inc.

Significant features of the Plan are as follows:

- The Plan provides for pensions on the defined benefit basis at the rate of 2% per year of service times the average of the three consecutive years of service having the highest salary. The Plan also provides for disability allowances and survivor benefits.

- The Plan provides indexing at the rate of 1% per year on the basis of service between January 1, 1975 and December 31, 1992 and at the rate of 2% after January 1, 1993.

- The Plan is funded by employees contributing 8-1/2% of salary and the employer contributing at least 7% of salary. The employer is obligated to make additional contributions, if necessary, to adequately amortize any unfunded liability or solvency deficiency. The employer is currently contributing at a rate of 8.1% of salary.

- Contributions become vested after two years.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of presentation

These financial statements are prepared on the going concern basis and present the aggregate financial position of the Plan as a separate financial reporting entity independent of the sponsor and plan members. They are prepared to assist in reviewing the activities of the Plan for the fiscal period but they do not portray the funding requirements of the Plan or the benefit security of individual plan members.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Basis of accounting

The accounts of the Plan are maintained on the accrual basis of accounting. Accordingly, dividend and interest income is accounted for as earned rather than when received.

Basis of valuation of investment assets

Investments are stated at published market valuations.

Pooled fund investments and earnings

Certain of the Plan's equity investments are held via units of pooled equity funds. Income earned on these funds is retained within the fund and reflected as part of the current period change in market values.

Foreign currency translation

Investments denominated in United States dollars are translated at the year end rate of exchange. Foreign exchange gains and losses realized on disposal of United States dollar investments are included as a component of the current period change in market values of investments.

3. ACTUARIAL VALUATION

(a) The 2003 actuarial valuation indicated the present value of accumulated plan benefits was $300,780,300 and the adjusted market value of net assets available to provide benefits was $257,233,100 with an estimated unfunded liability of $43,547,200 on a going concern basis.

As of December 31, 2003 the liabilities on a solvency basis were $88,852,300 greater than the solvency assets.

The significant actuarial assumptions adopted for purposes of the 2003 report were as follows:

- Retirement will occur at the earlier of age 65 or attainment of combined age and service of 88 years. This produces an average assumed retirement age of 58.5 years.

3. ACTUARIAL VALUATION (continued)

- Valuation assets were taken as the market value of assets. In the previous valuation an adjusted value was used that was limited to the market value of the assets, which produced a value less than the market value at that time.

- The following are the assumed rates used in the valuation:

Investment earnings rate	8.0%	per annum
Inflation rate	4.0%	per annum
Real rate of return	3.85%	per annum
Salary increases	4.5%	per annum

The projected unit credit actuarial cost method was adopted for purposes of the valuation.

The benefit at retirement is projected for each member based on the assumed increases in earnings. Equal units of this projected benefit are assumed to accrue in each year of service. The present value of the portion of the projected benefit deemed to be accrued for service to the valuation date is calculated for each member based on the assumptions outlined above.

The total accrued liability is the aggregate of the accrued liabilities determined for each individual member. The total accrued liability is then compared with the assets as at the valuation date to determine the surplus or unfunded liability at that date.

Similarly, the present value of the portion of the projected benefit deemed to accrue in respect of the years of service following the valuation date is determined for each individual member. The total normal actuarial cost is equal to the sum of the individual normal actuarial costs so calculated for each member. The residual normal actuarial cost is the excess of the total normal actuarial cost over the member's required contributions.

3. ACTUARIAL VALUATION (continued)

(b) Morneau Sobeco conducted an actuarial valuation of the Plan as of December 31, 2003 and have extrapolated these results to December 31, 2006. The extrapolation indicated a present value of accumulated plan benefits of $348,560,500 and an adjusted market value of net assets available to provide benefits of $365,763,136 creating an actuarial surplus of $17,202,736. The cumulative changes in the present value of benefits during 2006 were as follows:

	$
Actuarial present value of benefits at December 31, 2005	331,304,700
Interest on accrued benefits	26,148,700
Benefits accrued	8,648,500
Pensions paid and premiums refunded	(17,541,400)
Estimated actuarial present value of benefits at December 31, 2006	348,560,500

4. FUNDING DUE FROM THE CITY OF SAINT JOHN

The *New Brunswick Pension Benefits Act* requires that a solvency deficiency be funded over a period of 5 years unless an exemption is requested to fund over a period of no more than 15 years, or the period to December 31, 2018, whichever is shorter. This exemption has not been requested by the City of Saint John.

As an exemption has not been obtained, the maximum funding period is 5 years from December 31, 2003. The minimum funding payment as a level percentage of payroll to fund the solvency deficiency over 5 years is 15.3% starting in 2004.

The *New Brunswick Pension Benefits Act* requires that special funding payments to liquidate a solvency deficiency are to be made in equal monthly installments commencing on the review date of the actuarial valuation, December 31, 2003. Accordingly, a receivable has been recorded on the Pension Plan's Statement of Net Assets Available for Benefits in the amount of $9,741,500 (2006 - $14,261,000) to cover 2004, 2005 and 2006 special funding payments not received during these years along with an interest component at 8%. Additional payments are required in 2007 and 2008.

4. FUNDING DUE FROM THE CITY OF SAINT JOHN (continued)

During 2006 the City of Saint John paid the Plan $12,553,100, which represented required special funding and interest on a going concern basis, for the years 2004 to 2006. The city is still required to make special funding payments, relating to the solvency portion, for 2004 to 2006 as indicated above.

There are no terms of collection regarding this amount with the City of Saint John and therefore the timing and final settlement of this amount cannot be determined.

5. FINANCIAL INSTRUMENTS

The Plan's financial instruments consist of cash, accounts receivable, temporary and long-term investments, accounts payable and amounts due from related parties. It is management's opinion that as a result of adequate investment diversification the Plan is not exposed to significant interest, currency or credit risks arising from these financial instruments.

6. CONTINGENT LIABILITY

A unionized group of employees of a commission have applied to become members of the Plan. The Plan does not consider these employees to be employees of the City for pension purposes. The outcome of this matter is not determinable at this time.

The City of Saint John – Pension Plan

SCHEDULE OF ADMINISTRATIVE EXPENSES

Year ended December 31

	2006 $	2005 $
Investment management fees	**1,472,393**	1,004,793
Administration fees paid to the City of Saint John	**100,000**	100,000
Performance measurement services	**101,608**	96,195
Custodian fees	**87,014**	71,650
Conference and seminar expenses	**54,363**	60,095
Actuarial and consulting services	**125,282**	46,949
Legal fees	**30,645**	36,163
Audit fees	**16,686**	15,266
Consultants fees	**107,365**	—
Miscellaneous	**11,802**	14,343
Insurance	**9,550**	9,100
	2,116,408	1,454,554

REPORT TO COMMON COUNCIL

12.2

August 27, 2007

City of Saint John

His Worship Mayor Norman McFarlane
And Members of Common Council

Your Worship and Councillors:
RE: Public Education – Ward Plebiscite

BACKGROUND

On Monday August 13, 2007 Common Council approved proceeding with a plebiscite regarding implementation of a mixed ward system for election of councillors. The date for the plebiscite has now been set as Tuesday, October 9, 2007.

The purpose of this report is to propose a public education program associated with the plebiscite.

ANALYSIS:

The objectives of the Public Education Program will be:

- To educate and inform the public about the plebiscite and about the date for the vote
- To inform citizens about the current at-large electoral system for Council and the mixed-ward option that is being put forward with the plebiscite
- To inform the public about the ward boundaries that would be associated with the mixed-ward system

The key points are that we need to ensure the public has enough information to make an informed decision on the plebiscite question and to encourage as many people as possible to participate in the vote.

The information that will be prepared is to be neutral in nature not favouring either the existing or the new system. It will be presented in easily understandable formats with no opinions given on either alternative.

The information will be made available to the public using multiple channels specifically:

- The City's website will be updated with all details associated with the plebiscite
- A mailer will be sent to every household
- Newspaper ads
- Radio ads
- Public Open House Information sessions to be held throughout the City (eight in total)

FINANCIAL IMPLICATIONS:

The estimated cost of carrying out the Public Education Program is $55,000. This includes the design, production and distribution costs associated with the campaign and media placement costs.

This is an unplanned expenditure and as such no budget provision currently exists within the City's Operating Budget.

RECOMMENDATION:

That Common Council authorize staff to proceed with the Public Education Program as presented.

Respectfully submitted,

Andrew P. Beckett C.A.
Deputy City Manager
Programs & Priorities

Terry L. Totten F.C.A.
City Manager

REPORT TO COMMON COUNCIL

12.3

City of Saint John

M & C – 2007-266

August 24, 2007

His Worship Mayor Norm McFarlane and
Members of Common Council

Your Worship and Councillors:

SUBJECT: **Land Acquisition**
Thorne Avenue Lift Station #4

BACKGROUND:

Council, in March of 2007, adopted a policy of expropriation to ensure the timely acquisitions of the lands (save and except those lands owned by corporations with higher expropriating authority than the City) which may form part of the Harbour Clean Up project. The first section of work to be performed in this project is identified as Thorne Avenue Lift Station #4.

Staff is now in a position to seek Council's support to adopt a number of resolutions which will effect the expropriation process for this project. The expropriation policy previously adopted by Common Council is largely conceptual; the City must now formalize the various requirements to effect the expropriation process for Lift Station # 4 as well as approve the recommended compensation to be offered to the affected property owners. Premiums to the appraised values are intended to promote goodwill, equity, and ultimately a negotiated voluntary settlement on value. It is suggested that landowners be offered a 25% premium on appraised values.

In order to effect the expropriation process, Council will be asked to adopt a number of resolutions, which may include but is not limited to the following:

1. Appoint a number of agents for the purpose of conducting investigations as to the soil suitability for sewer infrastructure of the lands to be expropriated;

2. Authorize entry by City employees and agents upon the lands proposed to be expropriated;

3. Authorize execution and delivery of a Notice of Entry with respect to each property proposed to be expropriated;

4. Authorize the City Manager to proceed with negotiations to acquire by agreement the various interests required for the proposed project to a maximum of 25% the appraised value.

RECOMMENDATION:

Whereas Common Council of The City of Saint John at its meeting of September 26, 2006 RESOLVED that as recommended by the City Manager, Common Council approve the funding offer of $5,533,332 from the Municipal Rural Infrastructure Program (MRIP) for Project No. 12283 and that the Mayor and Common Clerk be authorized to sign the agreement;

And Whereas the MRIP Agreement was executed by the City's authorized signing officers on September 26, 2006;

And Whereas at its meeting of March 26, 2007 Common Council RESOLVED as recommended by the City Manager, Common Council adopt a land acquisition policy for Harbour Clean-Up projects whereby the City utilizes its expropriation rights as a means of ensuring the timely acquisition of any and all the necessary land interests related to the project;

And Whereas at its meeting of April 10, 2007 Common Council RESOLVED that as recommended by the City Manager, Council authorize staff to engage Hughes Survey & Consultants Inc. for legal survey and property plans and deStecher Appraisals Ltd. for appraisal services required for the acquisition of all land and easements required for the Thorne Avenue Lift Station #4, sanitary force mains and sanitary collector sewers (also known as project12283);

1. Resolved that it is the objective of The City of Saint John to construct a sewer lift station (#4) in the vicinity of Thorne Avenue together with the associated force mains and gravity sewer which shall follow generally the alignment set out on a plan prepared by Crandall Engineering Ltd. and dated February 16, 2007 (final revision June 5, 2007), a copy of which is attached to M&C 2007-266.

2. Resolved that: (i) the City Solicitor or his designate be authorized to commence and proceed with the expropriation process to acquire access and title to the lands (excepting those owned by the Canadian Government Railways (CNR)) required to permit the construction and operation of the proposed Thorne Avenue Lift Station #4 Project along the alignment shown generally on the plan prepared by Crandall Engineering Ltd. dated February 16, 2007 (final revision June 5, 2007), a copy of which is attached to M&C 2007-266; (ii) that Common Council hereby appoints each of Fundy Engineering – Environmental, Permitting Work, Boreholes, Geotechnical; Crandall Engineering Ltd. – Engineering, Surveying, Design, Project Management; Hughes Surveys & Consultants Inc. – Surveying, Line Cutting; Lantech Drilling Services – Drilling/Rock Probes/Soil Investigations; Conquest Engineering Ltd. – Geotechnical Analysis and Reporting; W&S General Contractors-Environmental Soil Investigation; Ken Noftell (doing business as Noftell Drilling Services)-Drilling and deStecher Appraisal Ltd.-Appraisal Services if required, its agents to make surveys, take levels, and make such borings, sink such trial pits or conduct such other tests as are necessary to ascertain suitability of the lands to be expropriated for the construction and operation of the said Thorne Avenue Lift Station #4; and (iii) that Common Council hereby authorizes entry by its employees and by its said agents upon the lands to be expropriated for the construction and operation of the Thorne Avenue Lift Station #4 with associated force mains and gravity sewers.

3. Resolved that: (i) the Mayor and Common Clerk be authorized to execute a Notice of Entry pursuant to the provisions of the *Expropriation Act*, Chapter E-14, R.S.N.B. 1973 and amendments thereto and the Regulations thereunder with respect to each property on which Lift Station #4 shall be located and through which the associated force mains and gravity sewer shall run, such notice to advise that the City, its employees and its named agents intend to enter upon the properties in question commencing not earlier than September 15, 2007 and continuing as necessary but in no event later than December 31, 2007 for the purpose of conducting activity to determine the suitability of the lands for the purposes of the proposed Lift Station #4, force mains and gravity sewers; and (ii) the City Solicitor or his designate arrange that such Notice of Entry be given in accordance with the requirements of the *Expropriation Act*.

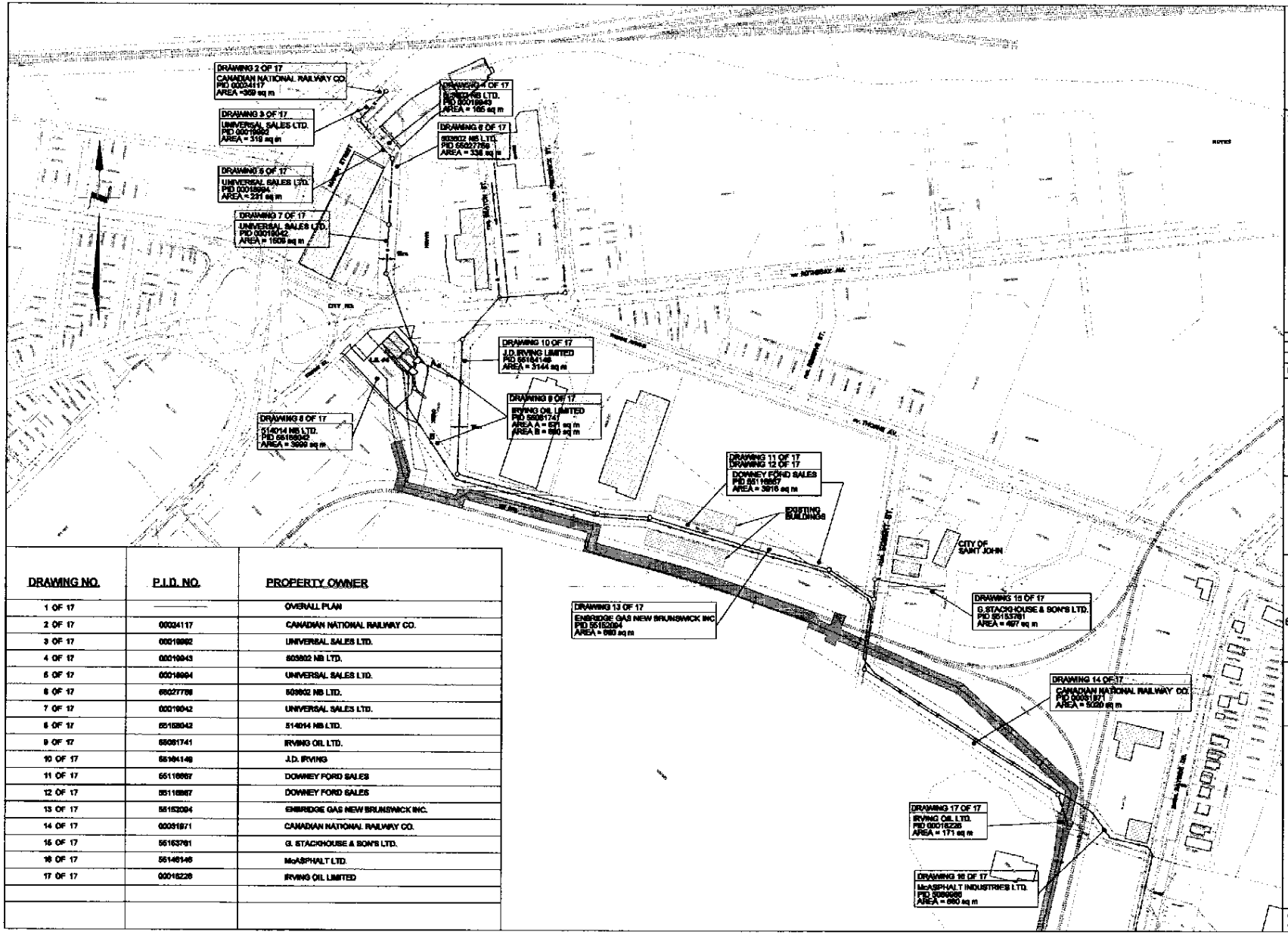
4. Resolved that the City Manager be directed to proceed to negotiate the acquisition by agreement, all land interests required in connection with the proposed Lift Station #4, associated force mains and gravity sewers to a maximum $25% the appraised values.

Respectfully submitted,

Jim R. Baird, MCIP
Commissioner
Planning and Development

Terrence Totten, F.C.A.
City Manager

BI/mmf



DRAWING NO.	P.I.D. NO.	PROPERTY OWNER
1 OF 17		OVERALL PLAN
2 OF 17	00034117	CANADIAN NATIONAL RAILWAY CO.
3 OF 17	00018882	UNIVERSAL SALES LTD.
4 OF 17	00018843	603802 NB LTD.
5 OF 17	00018864	UNIVERSAL SALES LTD.
6 OF 17	55027756	603802 NB LTD.
7 OF 17	00018842	UNIVERSAL SALES LTD.
8 OF 17	55158042	514014 NB LTD.
9 OF 17	55081741	IRVING OIL LTD.
10 OF 17	55184149	J.D. IRVING
11 OF 17	55116867	DOWNEY FORD SALES
12 OF 17	55116867	DOWNEY FORD SALES
13 OF 17	55152094	ENBRIDGE GAS NEW BRUNSWICK INC.
14 OF 17	00091871	CANADIAN NATIONAL RAILWAY CO.
15 OF 17	55153761	G. STACKHOUSE & SON'S LTD.
16 OF 17	55146146	McASPHALT LTD.
17 OF 17	00018226	IRVING OIL LIMITED

NOTES

LEGEND

NEW SEWER —S—

NEW FORCEMAIN —FM—

OVERFLOW OUTFALL

APPROX. R.O.W. LIMITS

GAS PIPELINE

OIL LINE

No.	By	Date	Revision
02	DMD	JUNE 2007	GENERAL REVISIONS
01	DMD	MAR. 2007	PRELIMINARY REVISIONS

MUNICIPAL OPERATIONS & ENGINEERING

CITY OF SAINT JOHN

CRANDALL ENGINEERING Ltd.

PROJECT TITLE

THORNE AVE. L.S. #4
SANITARY FORCEMAIN &
SANITARY COLLECTOR SEWER

DRAWING TITLE

PROPOSED
LIFT STATION SITE &
EASEMENT REQUIREMENTS
FOR FORCEMAIN CONSTRUCTION
OVERALL SITE PLAN

APPROVAL

Project Engineer

Engineering Manager

Chief City Engineer

Contract No.	2006-2
Scale	1:1500
Drawn By	DMD
Date	FEB. 16,2007
Checked By	

Sheet 1 of 17

File R005-010

M & C – 2007-289

August 23, 2007

His Worship Mayor Norm McFarlane and
Members of Common Council

Your Worship and Councillors:

SUBJECT: **Berryman Investments Inc. Subdivision**
Proposed Cost Sharing - 210 Cottage Road

BACKGROUND:

The above noted subdivision was rezoned to "R-2" One and Two Family Residential on November 6, 2006. At the same time subdivision approval was given to Phase 1, which would result in 49 lots and the development of 98 semi-detached units. Ultimately, there could be over 300 units developed in the area.

There has been substantial investigation into the most appropriate routing and costing of the trunk sewer extension, which would service the proposed development and some of the existing residential properties.

On May 8, 2007 Council authorized the City Manager to finalize negotiations with the developer to cost share in the extension of trunk services on the basis that a lot levy would be charged to recover the costs as development proceeds.

ANALYSIS:

The cost of extending trunk services (water & sewer) to the subdivision has been estimated at $336,410 including contingency. The cost of securing the required easement totals an additional $47,000. This can be rounded to $385,000. The total number of units to be ultimately serviced is proposed to be 335. The total cost per unit would therefore be $1,150 ($2,300 per two family duplex). This is an acceptable level of investment per lot if the timing of this expenditure can be tied to the development of lots.

In other cases where the City has assisted in trunk extensions or pumping station upgrades, there is a division of responsibility between the developer and the City. The developer undertakes the construction and pays a portion (first phase), the City pays for the existing residential units serviced, and the developer agrees to pay the City a "levy" for the remaining lots when they are developed.

In this case there are 15 existing homes (and a few existing vacant lots) which in the end would total 19 units. The City would therefore contribute $21,850, which would provide service for existing residents. The developer has an initial phase which will result in 98 dwelling units (49 two family buildings). Therefore the developer will be responsible for $112,700 (29%) of the cost of the trunk service extension. The final amount, $250,700 would be contributed by the City but recovered at a rate of $1,150 per unit when the additional 218 units are developed.

Engineering plans have been prepared and approved by the City and the developer is anxious to proceed. It is proposed that Council amend its authorization to execute the necessary subdivision agreement to provide for the contributions and levies outlined above. The subdivision agreement will provide for the standard $2 million insurance as work will be occurring within the existing street right of way.

No monies would be paid until the work is completed, inspected and accepted by the City as satisfactory. The developer also intends to install the necessary services within the subdivision and will be providing the standard security prior to any lots being registered.

While this is a substantial investment by the City, the development potential in this development alone leads to a full repayment by means of the levy. The developer is responsible for 29% of the cost initially and will be making a substantial investment ($1.15 million) within the subdivision to service to proposed lots.

RECOMMENDATION:

1. That Council amend its November 6, 2006 authorization to execute a Subdivision Agreement by adding provisions requiring that:

    a) That the City contribute a maximum of $28,850 to the cost of trunk services extension which represents 19/335th of the actual cost (excluding HST) to service existing properties on Old Black River road.

    b) The City contribute a maximum of $250,700 to the cost of the trunk service extensions which represents 218/335th of the actual cost (excluding HST) to provide for future servicing capacity.

    c) The developer agrees to pay a levy of $1,150 per residential unit, after the initial 98 units, prior to the approval of the final subdivision plan by the Development Officer

d) The payments provided in (a) and (b) be made when i) the construction has been complete, inspected and accepted by the Chief City Engineer or designate and ii) invoices have been submitted to the Chief City Engineer or designate by a professional engineer supervising the installation confirming the final costs.

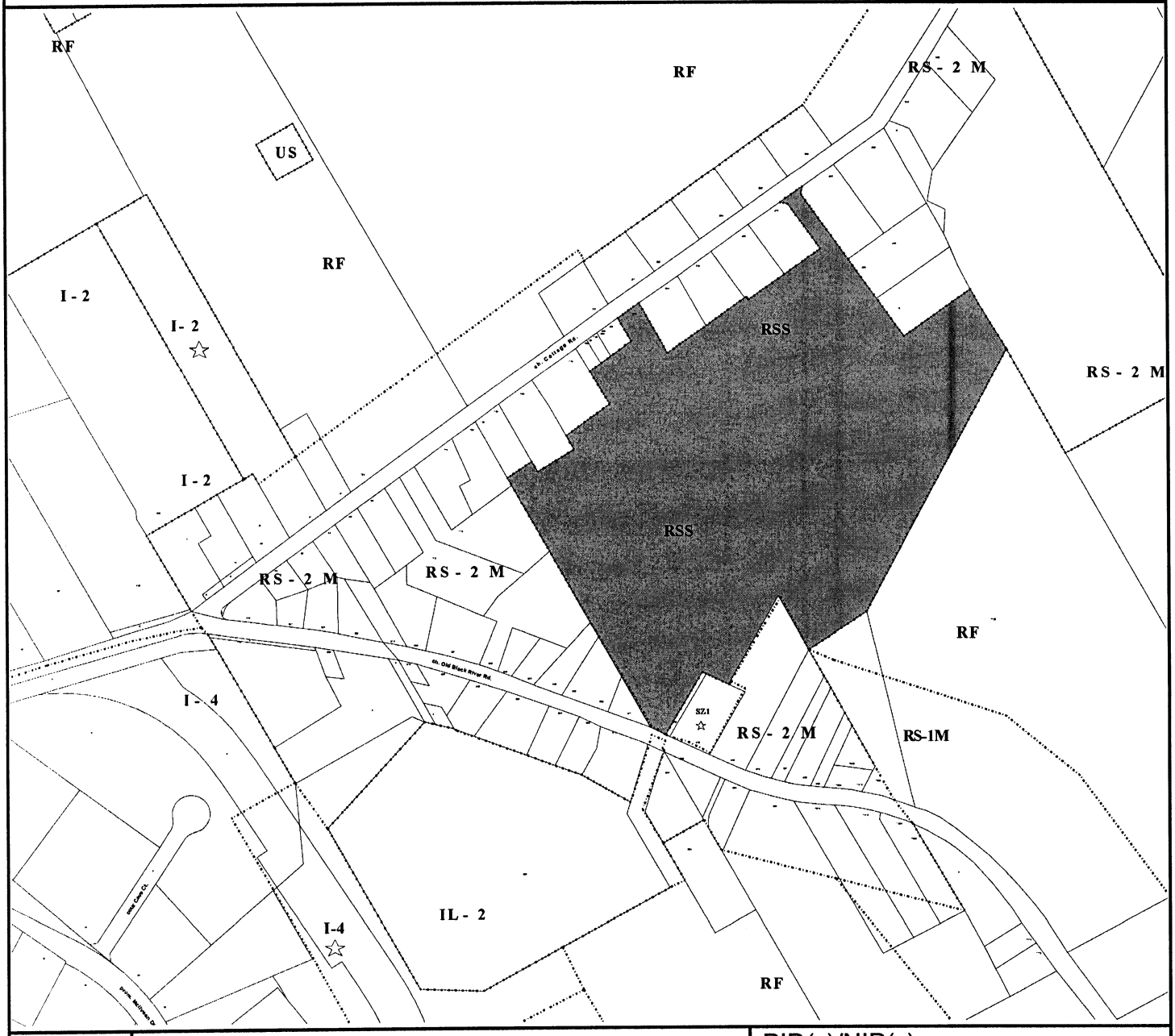
Respectfully submitted,

Jim R. Baird, MCIP
Commissioner
Planning and Development

Terrence Totten, F.C.A.
City Manager

JRB/mmf

PLANNING AND DEVELOPMENT/URBANISME ET DÉVELOPPEMENT



Subject Site/site en question:

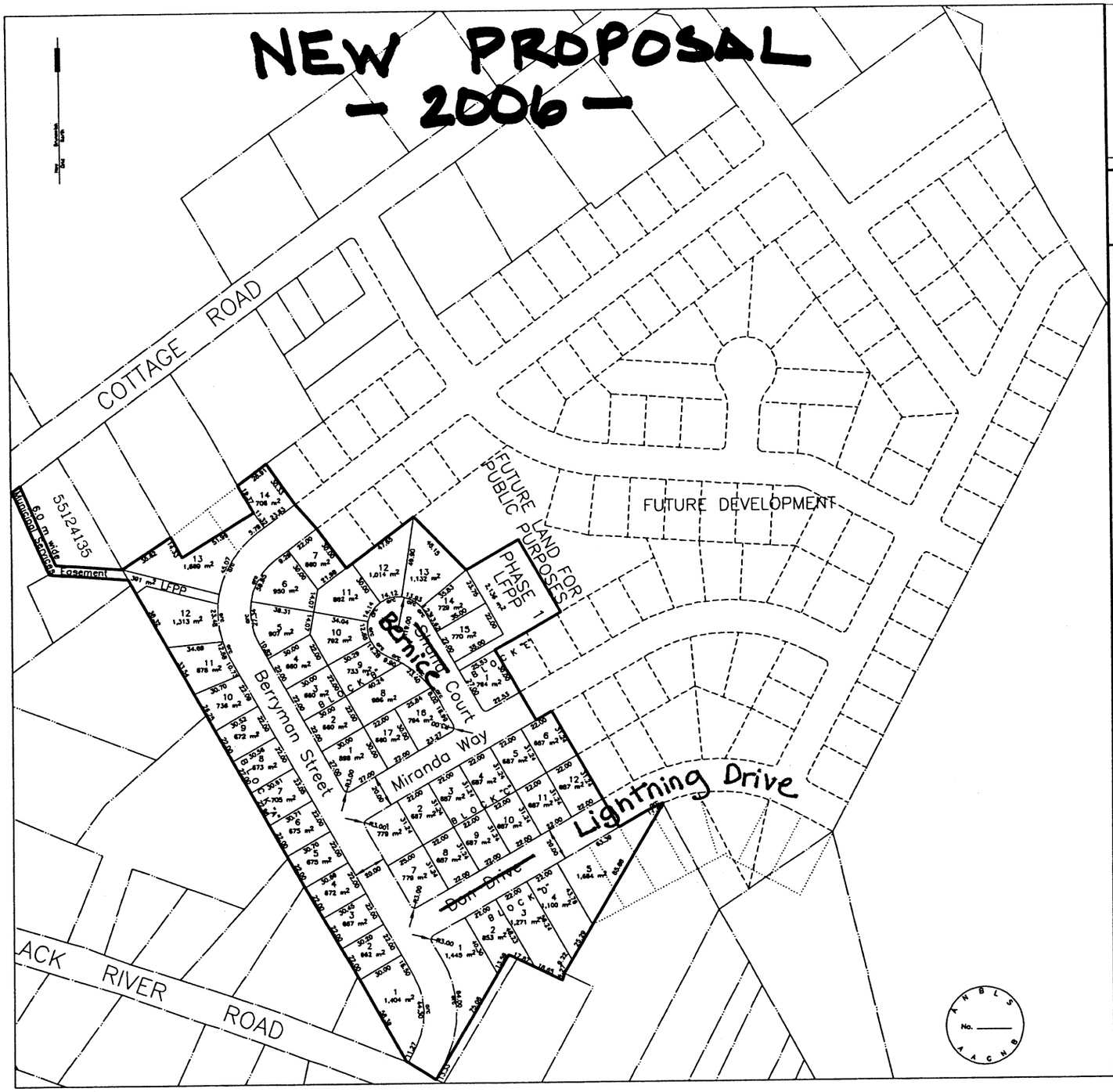
Location: 210, ch. Old Black River Rd.

Date: October/octobre 2, 2006

Scale/échelle: Not to scale/Pas à l'échelle

PID(s)/NIP(s):
55112510

NEW PROPOSAL
- 2006 -



Key Plan — Scale 1 : 40,000

Registration Data

Doc.
Vol. Pg.
Reg.

Notes

1) Directions are N.B. Grid azimuths derived from observation on N.B. Grid Co-ordinate Mon'ts. (NAD83 CSRS Adjusted Values)

2) All distances are in metres, to convert to Imperial equivalents information divide by 0.3048 .

3) Area of survey outlined thus _____ , peripheral compiled from various sources .

4) All document and plan references refer to the Registry Office for Sunbury County .

5) Field survey completed on

6) All computations performed and coordinates shown on this plan are based on New Brunswick Stereographic Double Projection and the NAD83(CSRS) Ellipsoid as realized by Service New Brunswick Adjusted coordinate survey monument .

Purpose of Plan :

TO CREATE FORTY-NINE (49) BUILDING LOTS, FOUR (4) PUBLIC STREETS, A MUNICIPAL SERVICES EASEMENT AND LAND FOR PUBLIC PURPOSES.

Tentative Plan

Berryman Estates Subdivision,
Phase 1,
Saint John County,
Province of New Brunswick.

Certified Correct
HUGHES SURVEYS & CONSULTANTS INC.

Surveyed by _____ Date
New Brunswick Land Surveyor

1:1000 — 20 0 20 40 60 80 metres

Dwg. No.	Disk No.	Topos	Disk No.
503395a	2003	503395	2003
Dwn. by JLP	Job No. 73-395-R	Rev. No.	Map No. H/05-R1A, B

M & C – 2007 - 291

August 23, 2007

Her Worship Mayor Norm McFarlane and
Members of Common Council

Your Worship and Councillors:

SUBJECT: **Residential Infrastructure Assistance #40, 41 & 42**
Summit Drive, Eagle Boulevard and Cottage Road

ANALYSIS:

On May 7, 2001, Council approved the establishment of a program to assist developers with the installation of services for residential developments. The following applications have been received and qualify for assistance as set out in the program guidelines:

	Applicant	Location	# and Type of Units	Estimated 2007 Assistance
#40	North Star Holdings Ltd.	Summit Drive	56 one & two family	$84,000
#41	North Star Holdings Ltd.	Eagle Boulevard	31 one & two family	$90,000
#42	Berryman Investments Inc.	Cottage Road and Old Black River Road	98 semi detached	$588,000

Both of the developments by North Star Holdings Ltd. had previous subdivision approvals and are the result of land sales by the City. The Berryman Investments Inc. proposal had been approved previously but did not proceed.

The actual amount of assistance provided will depend on the actual service costs experienced, and the phasing of the development.

RECOMMENDATION:

It is recommended that Common Council approve Residential Infrastructure Assistance for:

#40 **North Star Holdings Ltd.** development of Lakewood Subdivision off summit Drive with an estimated 2007 expenditure of $84,000.

#41 **North Star Holdings Ltd.** development of land off Eagle Boulevard with an estimated 2007 expenditure of $90,000.

#42 **Berryman Investments Inc.** development of land off Cottage Road and Old Black River Road with an estimated expenditure of $588,000.

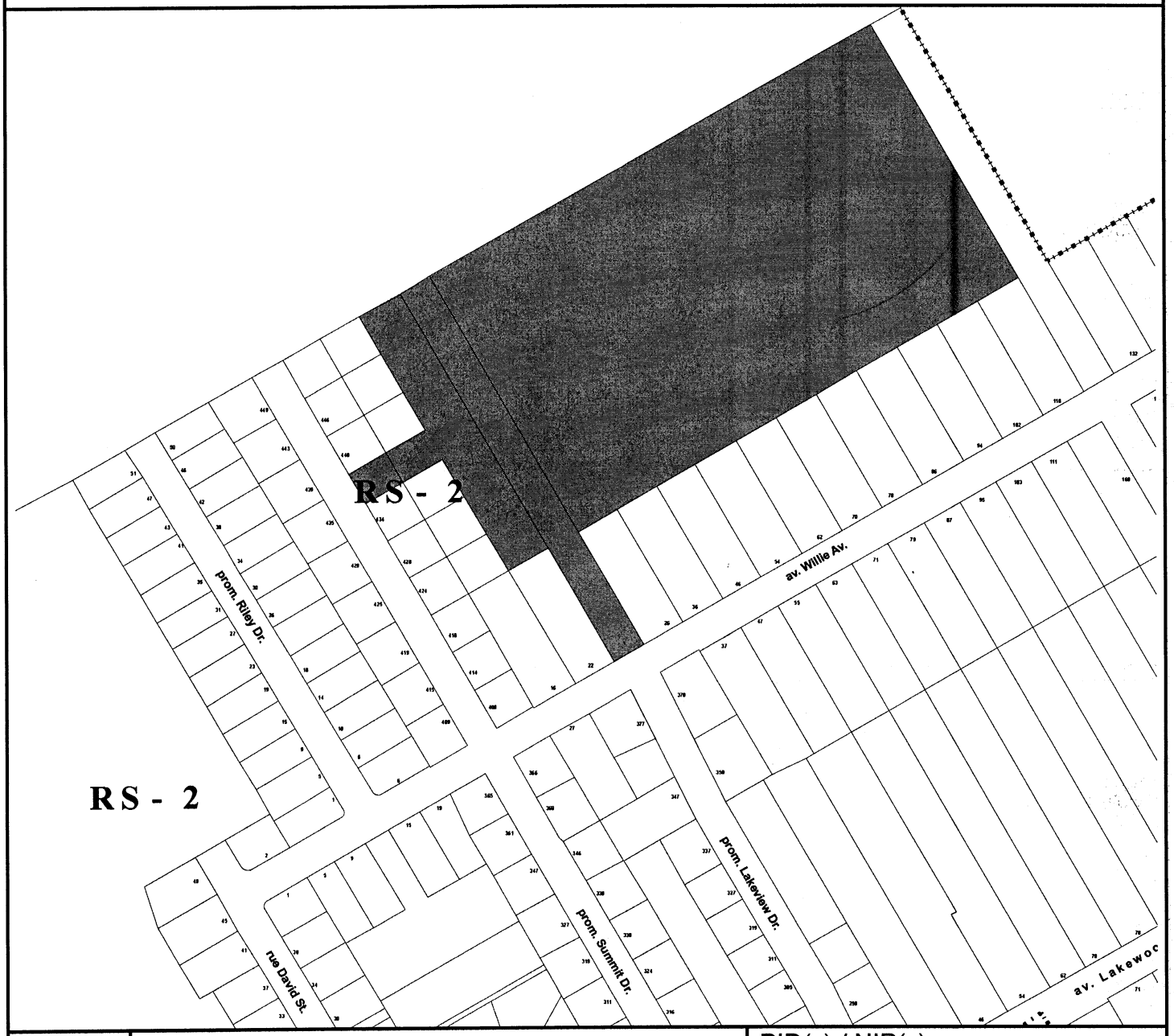
Respectfully submitted,

Jim R. Baird, MCIP
Commissioner
Planning and Development

Terrence Totten, F.C.A.
City Manager

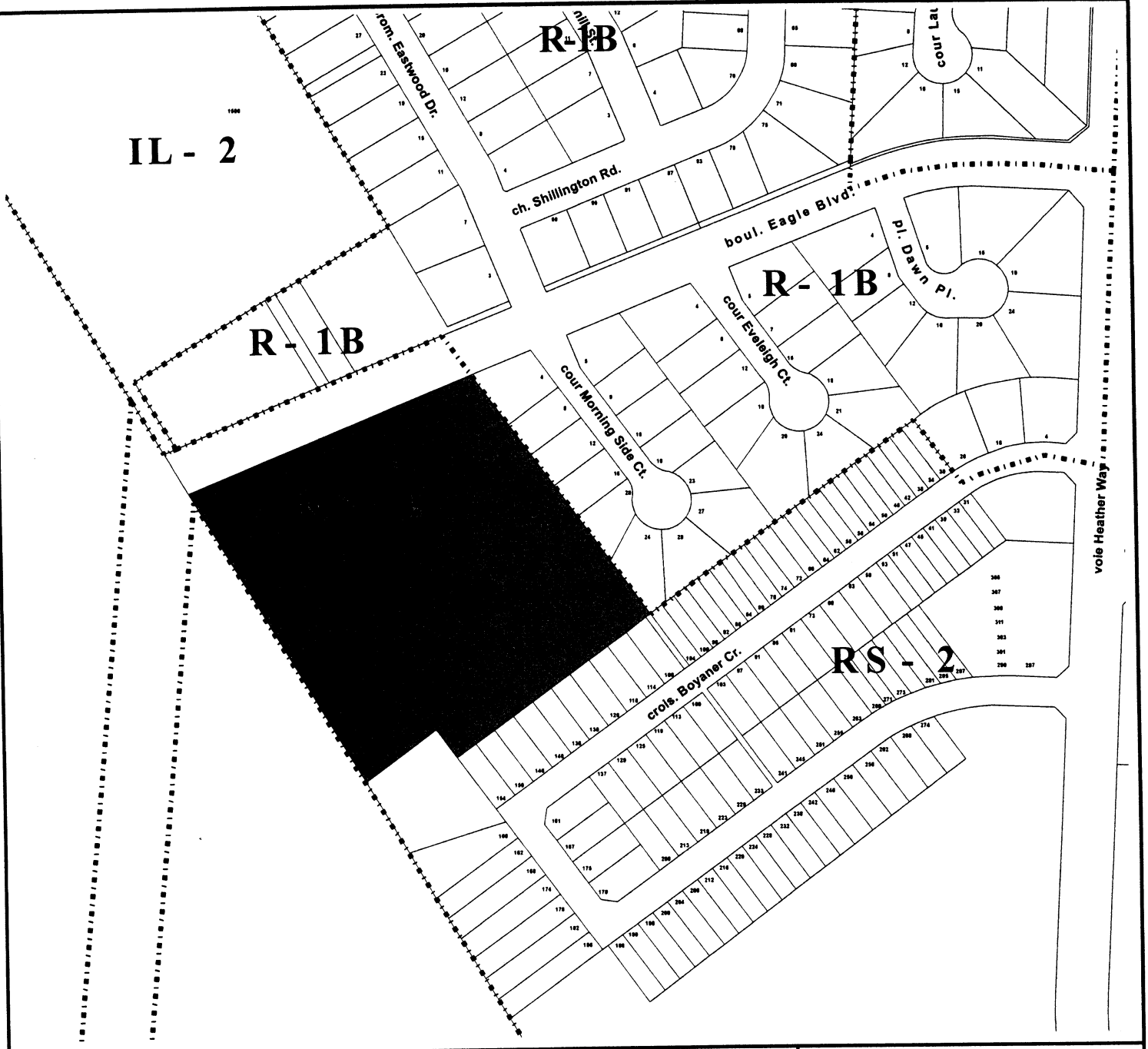
JRB:mmf

PLANNING AND DEVELOPMENT/URBANISME ET DÉVELOPPEMENT



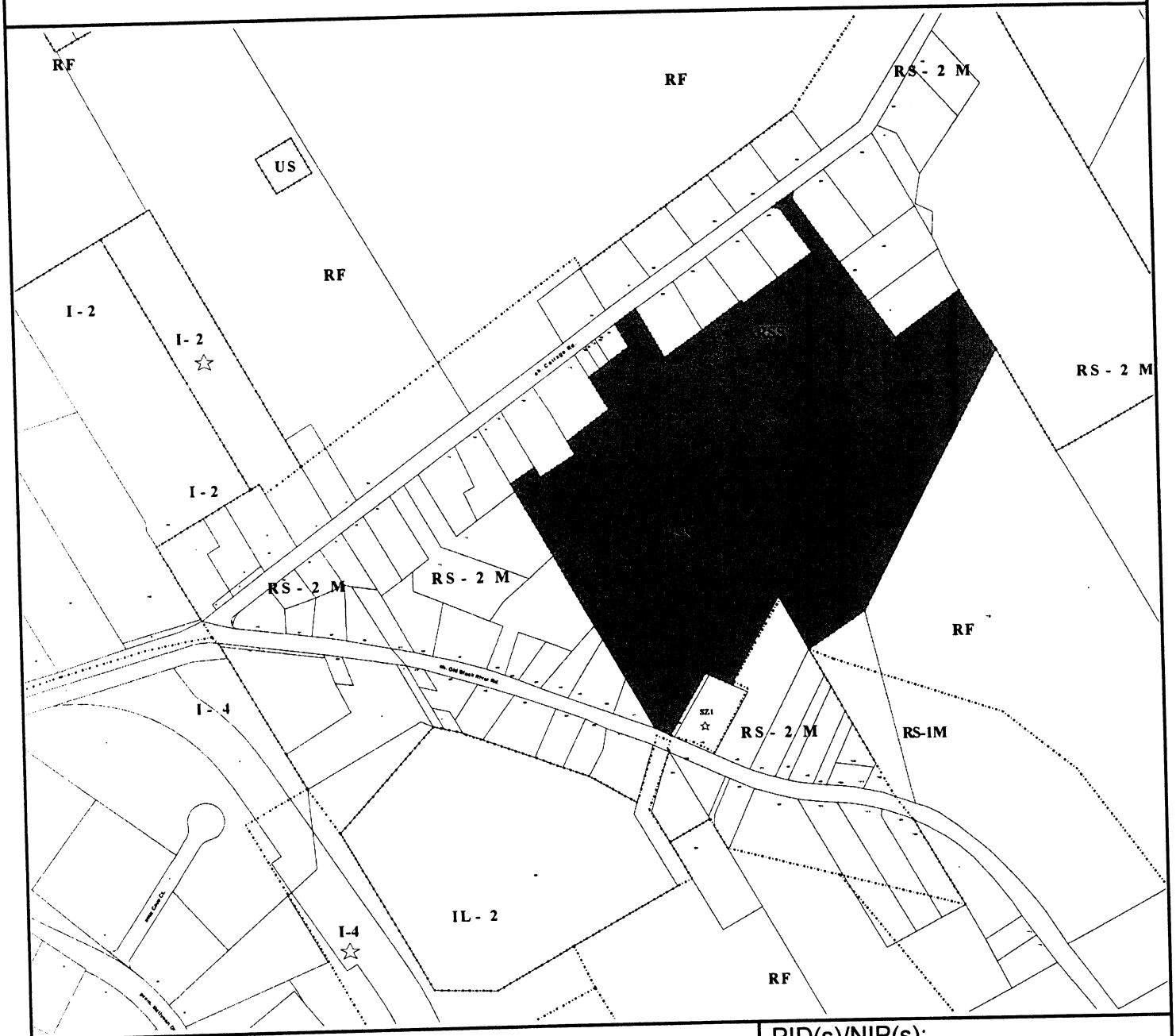
Subject Site / site en question:	PID(s) / NIP(s): 55167597 55158760 55167571 55158760 (portion thereof / partie du)
Location: 436 Summit Dr. / prom. Summit	
Date: June / juin 25, 2007	
Scale / échelle: Not to scale / Pas à l'échelle	

PLANNING AND DEVELOPMENT / URBANISME ET DÉVELOPPEMENT



	Subject Site: [redacted] site en question:	PID(s)/NIP(s): 00456590
	Location: 75 boul. Eagle Blvd.	
	Date: May/mai 17, 2005	
	Scale/echelle: 1:3000	

PLANNING AND DEVELOPMENT/URBANISME ET DÉVELOPPEMENT



Subject Site/site en question:

Location: 210, ch. Old Black River Rd.

Date: October/octobre 2, 2006

Scale/échelle: Not to scale/Pas à l'échelle

PID(s)/NIP(s):
55112510

M & C – 2007- 288

August 16, 2007

His Worship Mayor Norm McFarlane and
Members of Common Council

Your Worship and Councillors:

SUBJECT: Sale of City Owned Land-Ashburn Lake Road

BACKGROUND:

In early August, staff was contacted by representatives of Clear View Mobile Homes Ltd. (Clear View) regarding their interest in purchasing PID 53025, 672-675 Ashburn Lake Road. The prospective purchaser hopes to acquire this parcel as part of a future development project in conjunction with adjoining lands either owned or under option by the aforesaid purchaser. If successful in its attempt to purchase, the proponent will file in short order for a proposed amendment to the Municipal Plan and the Zoning By-law in relation to the adjoining lands. Clear View forwarded a deposit cheque payable to the City in the amount of $1,000, an Agreement of Purchase and Sale as well as a copy of an appraisal to support the offer price.

The subject land is a 6.33 acre+/- site of which 3.89 acres+/- are located within the flood zone while 2.45 acres+/- are located above the flood zone. As mentioned, the parcel is located on Ashburn Lake Road fronting on both sides of the road. The neighbourhood is comprised of commercial and light industrial properties with a few interspaced residential dwellings. The majority of the land in this area is in a natural, undeveloped state.

The site is designated as “RF” Rural. Its immediate surrounding developments are zoned either “RS-2” and “I-1” Light Industrial. As mentioned, the proposed development does require an amendment to the Municipal Plan and a rezoning of the land in question.

It is the policy of the City that unsolicited offers to purchase City lands shall be received with an offer of appraised value plus 10%. In this instance the offer does allow for the 10% above appraised value for that portion of land outside of the flood risk area as well as an offer to exchange a 3.89 acres portion of PID 55003222, or alternate 3.89 acre parcel Clear View hopes to acquire subsequent to this Report to Council.

RECOMMENDATION:

That The City of Saint John sells PID 53025, 672-675 Ashburn Lake Road to Clear View Mobile Homes Ltd. under the terms and conditions contained in the attached Agreement of Purchase and Sale; and that Clear View Mobile Homes Ltd. be authorized to seek an amendment to the Municipal Plan and apply for a rezoning of the subject parcel however Common Council are not explicitly or implicitly obligated to approve any amendment the Municipal Plan or any rezoning, and further that the Mayor and Common Clerk be authorized to execute any document required to effect this transfer.

Respectfully submitted,

Jim R. Baird, MCIP
Commissioner
Planning and Development

Terrence Totten, F.C.A.
City Manager

Attachment

BI:mmf

THIS AGREEMENT made as of the 2nd day of August, A.D. 2007.

B E T W E E N:

The City of Saint John, a municipal corporation, (hereinafter called the "Vendor")

OF THE FIRST PART

- and -

Clear View Mobile Homes Ltd., a body corporate, (hereinafter called the "Purchaser")

OF THE SECOND PART

W I T N E S S E T H:

1. THAT the Vendor agrees to sell to the Purchaser in fee simple free from all encumbrances and the Purchaser agrees to purchase from the Vendor, all that certain lot, piece or parcel of land situate, lying and being known as 672-675 Ashburn Road, Saint John, NB having PID number 53025 (the "Property").

2. THAT the purchase price of the Property shall be:

(a) $47,162.52 plus applicable taxes for 2.45 acres of the Property not in flood plain; and

(b) The conveyance of 3.89 acres of property owned by the Purchaser within the City of Saint John flood plain and located on Ashburn Road, Saint John, NB and being a portion of PID Number 55003222 or the conveyance of such other 3.89 acres of property within the said flood plain which may now be owned by the Purchaser or will be acquired by the Purchaser before the Closing Date, the said other property being agreeable to the Vendor and the Purchaser acting reasonably.

The sum of One Thousand Dollars ($1,000.00) payable to the Vendor shall be delivered by the Purchaser to the Vendor as a deposit (the "Deposit"), to be held by the Vendor pending completion or other termination of this Agreement and to be credited on account of the purchase price on closing.

3. THAT the closing date shall be December 28, 2007, (the "Closing Date").

4. THAT the Purchaser shall investigate the title to the Property at the Purchaser's expense and shall have ninety (90) days from the date hereof for that purpose. The Purchaser shall be deemed to have accepted title except as regards any objections to or requisitions on title delivered to the Vendor within the said period. If the Purchaser shall so make any requisition on title which the Vendor may be unable or unwilling to comply with, the Vendor may (notwithstanding any intermediate negotiations or attempts to remove such objections or to comply with such requisitions) at the Vendor's option cancel this Agreement by delivering notice to that effect to the Purchaser. In the event of such notice of cancellation, the Purchaser may within ten (10) days after receipt thereof waive the objection to or requisition on title which occasioned such notice by delivering to the Vendor written advice to that effect whereupon this agreement shall be reinstated in full force and effect. If this agreement shall be cancelled by reason of the inability or unwillingness of the Vendor to meet a lawful requisition on or objection to title, the sum of One Thousand Dollars ($1,000.00) paid as a deposit shall be returned to the Purchaser without interest by the Vendor but the Vendor shall not be liable for any loss, costs, damages or expenses suffered or incurred by the Purchaser.

5. THAT the Vendor shall deliver to the Purchaser on the Closing Date a transfer in registerable form, approved by the Purchaser.

6. THIS Agreement is conditional upon the Purchaser obtaining such environmental and/or Geo Technical assessments and reports which the Purchaser deems necessary (the "Due Diligence") within ninety (90) days from the date hereof, with the Due Diligence being satisfactory to the Purchaser. If the Purchaser is not satisfied with the Due Diligence, then the Purchaser may give notice of cancellation of the Agreement of Sale to the Vendor within the ninety (90) day period herein before referred to, in which case the Vendor shall forthwith return to the Purchaser, the sum of One Thousand Dollars ($1,000.00) paid by the Purchaser to the Vendor.

7. THAT the Vendor gives the Purchaser the right and authority to apply to rezone the Property for purposes acceptable to it.

8. THAT the Vendor hereby grants to the Purchaser, its agents and employees, the right to enter upon the Property for the purpose of conducting such tests

as the Purchaser feels necessary to determine the suitability of the Property for its purposes and to carry out the Due Diligence.

9. THAT all normal adjustments, including real property taxes shall be adjusted as of the Closing Date.

10. THAT time shall be of the essence in this Agreement.

11. THAT notice in writing permitted or required to be given hereunder shall be properly given if delivered by the party giving notice to the other party or to the other party's lawyer which in the case of the Vendor is Lynda D. Farrell, City Solicitor's Office, City Hall, Market Square, PO Box 1971, Saint John, NB E2L 4L1, Fax number (506)-649-7939 or in the case of the Purchaser is William H. Teed, Q.C. of Cox and Palmer, P. O. Box 1324, Saint John, New Brunswick, Fax number (506)-632-8809. All such notices sent via telecopier shall be deemed to be received on the date sent.

12. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

13. This Agreement shall be construed and enforced in accordance with the laws of the Province of New Brunswick.

IN WITNESS WHEREOF the Vendor and the Purchaser have hereunto set their respective hands and seals the day and year first hereinbefore written.

SIGNED, SEALED AND DELIVERED)
by the Vendor)
in the presence of)
)
)
)

M & C – 2007-287

August 24, 2007

His Worship Mayor N. M. McFarlane and
Members of Common Council

Your Worship and Councillors:

SUBJECT: Lease of Stalls 6&7 City Market

BACKGROUND:

In May of 2007 staff reported to Council regarding the status of negotiations with the principals of Linja Consumers Canada Ltd. (Linja), Bob and Alice Lee. At that time, several items required closure prior to staff reporting back to Council in the matter. Staff is now pleased to present the Lease Agreement negotiated with Linja for Council's consideration.

The Lease provides the Lessee with a 10 year term, rents ranging from $23.00 to $32.00 p.s.f., a $27.50 average. The tenant will be releasing approximately 40 sq. ft. from its gross leaseable area to permit the City to create its emergency exit from the basement of the Market to North Market St. The City for its part shall perform the storefront renovations at its sole cost (estimated value of $15,000), at times which are mutually acceptable to both City staff and the Lessee.

The Lessee struggled with the release of the 40 square feet to permit the installation of an emergency exit form the Market basement. The tenant's stairs will require turning, taking away from the floor space. This already tight retail space will become more challenging to effectively merchandise. Ultimately the Lee's appreciate the safety issue and agreed to release the area. Mrs. Lee has formally requested Council's support to have the emergency exit build out delayed until after the end of "Cruise Ship Season", November 2007. The Building Inspector for his part has been anxious to remedy the emergency exit item for several months and has been patient while negotiations have occurred. The Building Inspector is committed to performing this work in an unobtrusive manner at times which would minimize the impact on the tenants operations.

Staff struggled with the commitment to build out the Linja storefront renovations as the payback to the City is longer than typical at 5 years. The critical aspect of this negotiation for the City was to retain this long standing tenant and secure a facelift which would create a more heritage look and feel while trying to respect the ethnic and cultural elements of the retail operation. Both parties feel like significant concessions were made in order to move forward.

Bob and Alice Lee have been retailing in the City Market for more than 3 decades. The attached agreement will provide the City and the Lee's another decade of retailing tradition in the City Market.

RECOMMENDATION:

1. That The City of Saint John enters into a Lease of Space for Stalls 6 and 7 at the City Market with Linja Consumers Canada Ltd. as per the terms and conditions as contained in the Lease attached herewith to M&C 2007-287; and
2. that Common Council give 1st and 2nd reading to the attached "City Market By-Law" whereby section 5(2) is amended to add following Section 5(2)(n), Section 5(2)(o) Stalls 6 & 7; and
2. further that the Mayor and Common Clerk be authorized to execute the Lease or any other document required to finalize the transaction.

Respectfully submitted,

Jim R. Baird, MCIP
Commissioner
Planning and Development

Terrence Totten, F.C.A.
City Manager

BI:lll

Form A19

LEASE

***Standard Forms of Conveyances Act*, S.N.B. 1980, c. S-12, s.2**

The parties to this lease are:

The City of Saint John, having its City Hall at 15 Market Square, Saint John, New Brunswick, a body corporate by Royal Charter, confirmed and amended by Acts of the Legislative Assembly of the Province of New Brunswick, the "Lessor"

- and –

Linja Consumers Canada Ltd., P. O. Box 6215, Saint John, NB, E2L 4R7, the "Lessee"

The "Rules and Regulations" attached hereto as Schedule "D" and the Form attached hereto as Schedule "D-1" form part of this Lease.

The Lessor leases to the Lessee the premises described in Schedule "A" attached hereto on the following conditions:

Duration:	10 years
Date of Commencement:	September 1, 2007
Date of Termination:	August 31, 2017
Payment Dates:	First day of each and every month during the term hereof
Place of Payment:	Cashier's Office City Hall Saint John, NB

This lease contains the covenants and conditions which are attached and set out in Schedule "C".

DATED as of July 10, , 2007.

SIGNED, SEALED & DELIVERED)
In the presence of:)

THE CITY OF SAINT JOHN

_____
N.M. McFarlane, Mayor

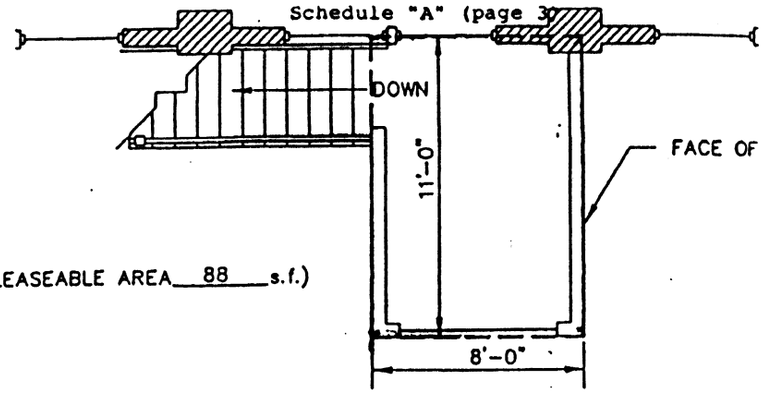
_____
J. Patrick Woods, Common Clerk

Common Council Resolution:
_____, 2007.

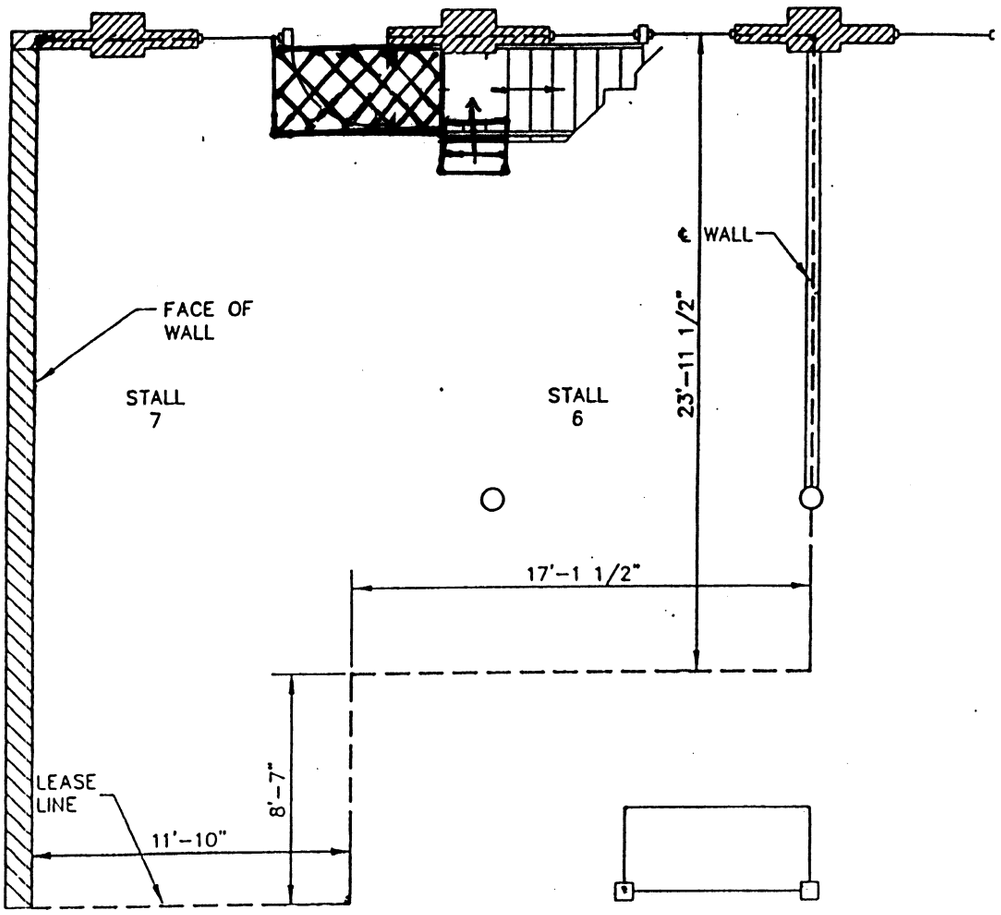
LINJA CONSUMERS CANADA LTD.

Per: _____

And: _____



MEZZANINE FLOOR (LEASEABLE AREA 88 s.f.)
SCALE: 1/4"=1'-0"



GROUND FLOOR (LEASEABLE AREA 795 s.f.)
SCALE: 1/4"=1'-0"

LEASE PLAN for LINJA CONSUMERS CANADA LTD.

(COPIES: 8 1/2" x 14" ARE NOT TO SCALE)

LEASE FOR STALL SPACE
CITY MARKET
LINJA CONSUMERS CANADA LTD.

SCHEDULE "C"

ARTICLE I

DEFINITIONS

1.01 Definitions

In this lease:

a) "Additional Rent" means all and any monies required to be paid by the Lessee to the Lessor under or pursuant to the terms of this Lease, save only for Gross Rent;

b) "Architect" shall mean the architect from time to time named by the Lessor or at the option of the Lessor, the Lessor's general contractor. Any certificate provided by the Architect and called for by the terms of this Lease shall be final and binding on the parties hereto;

c) "Commencement Date" means a date determined in accordance with the provisions of Section 2.03;

d) "Common Areas" means those areas, facilities, utilities, improvements, equipment and installations in the City Market which from time to time are not designated or intended by the Lessor to be leased to tenants of the City Market, and those areas, facilities, utilities, improvements, equipment and installations which serve or are for the benefit of the City Market whether or not located in, adjacent to or near the City Market and which are designated from time to time by the Lessor as part of the Common Areas. Without limiting the generality of the foregoing, Common Areas includes all parking areas, all entrances and exits thereto and all structural elements thereof, access roads, truck courts, driveways, truckways, delivery passages, the roof, exterior weather walls, exterior and interior structural elements and bearing walls in the building and improvements comprising the City Market, package pick-up stations, loading and related areas, pedestrian stairways, ramps, electrical, telephone, meter, valve, mechanical, mail storage service and janitor rooms and galleries, fire preventions, security and communication systems, columns, pipes, electrical, plumbing, drainage, any central system for the provision of heating, ventilating or air conditioning to leaseable premises or any enclosed Common Areas and all other installations, equipment or services located therein or related thereto as well as the structures housing installations, including but not limited to all open and enclosed malls, courts and arcades, public seating and service areas, corridors, furniture, first aid and/or information stations, auditoria, conference rooms, nurseries, childcare play areas and related kitchen and storage facilities, escalators, elevators, public washrooms, music systems and any atrium seating/food court;

e) "C.P.I." means the Consumer Price Index (All Items) for Canada (or any index published in substitution for the Consumer Price Index or any other replacement index reasonably designated by the Lessor, if it is no longer published) published by Statistics Canada (or by any successor thereof or any other governmental agency, including a provincial agency);

f) "Atrium Seating/Food Court" means those portions of the Common Areas designated by the Lessor from time to time for use in support of the operations of any group of premises providing quick food service to customers of the City Market and includes, without limiting the generality of the foregoing, public table and seating areas, waste collection facilities and other areas, facilities and equipment intended for such use;

g) "Gross Receipts" means the total of all gross sales and receipts from all business conducted upon or from the Leased Premises, whether or not by the Lessee, and whether for cash, cheques, credit, charge account, exchange or otherwise, and shall include, but not be limited to, amounts received or receivable from the sale of goods or services and the amount of all orders taken or received at the Leased Premises regardless of where they are filled, whether such sales be made at a sales desk or counter, over the telephone or by any vending device. Interest, instalment, finance charges and deposits will be included, and bank or collection agency charges and uncollectible amount or bad debts will not be deducted. A credit or instalment sale will be considered as a sale for the full price in the month in which it takes place. Gross Receipts shall not include:

i. sales for which the customer has received a refund, provided that the original sale was included in Gross Receipts;

ii. sales of merchandise in exchange for returned merchandise, but only to the extent the original sale of the returned merchandise was included in Gross Receipts;

iii. HST and any other sales, use, excise or gross receipts tax directly on sales and collected from customers at the point of sale, provided that the amount thereof is added to the selling price and shown and/or collected as a separate item, and paid by the Lessee to such governmental authority;

iv. delivery charges;

v. transfers of merchandise between stores of the Lessee or returned to suppliers of the Lessee, but only if such transfer or return is not for the purpose of reducing Gross Receipts.

h) "HST" means harmonized sales taxes, value-added taxes, multi-stage taxes, business transfer taxes or other similar taxes however they are characterized and any taxes in lieu thereof;

i) "Hazardous Substances" means any contaminant, pollutant, dangerous substance, potentially dangerous substance, noxious substance, toxic substance, hazardous waste, flammable, explosive or radioactive material, urea formaldehyde foam insulation, asbestos, PCB's or any other substances or materials that are declared or defined to be hazardous, toxic, contaminants or pollutants in or pursuant to any applicable federal, provincial or municipal statute, by-law or regulation;

j) "Lessor" includes the Lessor and its successors and assigns;

k) "Lease" means this indenture of lease and includes any riders and schedules hereto and shall also include any agreements entered into which have the effect of amending this indenture from time to time;

l) "Leased Premises" means the premises leased to the Lessee as referred to and described in Section 2.01 hereof. Save as mentioned below, the boundaries of the Leased Premises shall extend from the top surface of the structural subfloor to the bottom surface of the structural ceiling. If the Leased Premises have no ceiling abutting the demising walls, but rather are open to the ceiling of the City Market building, the boundaries of the Leased Premises extend from the top surface of the structural subfloor to the height of the demising walls;

m) "Lease Year" shall mean a period of time, the first Lease Year commencing on the Commencement Date and ending on the **31st day of December** in the calendar year of the Commencement Date. Thereafter Lease Years shall consist of consecutive periods of twelve calendar months ending in each case on **December 31st**, save for the last Lease Year of the Term which shall terminate upon the expiration or earlier termination of this Lease, as the case may be;

n) "Gross Rent" means the annual Gross Rent payable by the Lessee pursuant to Section 3.01;

o) "Operating Costs" means the total cost and expense incurred in owning, operating, maintaining, managing and administering the City Market and the Common Areas, specifically including without limiting the generality of the foregoing, any capital or place of ownership taxes levied against the Lessor or any owners of the City Market on account of their interest in the City Market, in an amount equitably allocated to the City Market by the Lessor; gardening and landscaping charges; the cost and expenses of taking out the insurance described in Section 9.03; cleaning, snow removal, garbage and waste collection and disposal; lighting, electricity, public utilities, loud speakers, public address and musical broadcasting systems and any telephone answering service used in or serving the City Market, and the cost of electricity and maintenance for any signs designated by the Lessor as part of the Common Areas; policing, security, supervision and traffic control; salaries and benefits of all supervisory and other personnel employed in connection with the City Market and management office rent imputed to the City Market by the Lessor, acting reasonably; Management Fee, the cost of providing additional parking or other Common Areas for the benefit of the City Market, whether such costs be Taxes or other type of costs; the costs and expenses of environmental site reviews and investigations, removal and/or clean-up of Hazardous Substances from the Common Areas; the cost of the rental of any equipment and signs and the costs of supplies used in the maintenance and operation of the City Market and the Common Areas; accounting and audit fees incurred in the preparation of the statements required to be prepared and supplied by the Lessor under the terms of this Lease; heating, ventilating and air conditioning of the Common Areas; all repairs and replacements to and maintenance and operation of the City Market and the Common Areas; depreciation or amortization of the costs, including repair and replacement, of all maintenance and

cleaning equipment, master utility meters, and all other fixtures, equipment, and facilities serving or comprising the City Market or the Common Areas; which are not charged fully in the Lease Year in which they are incurred, from the earlier of the date when the cost was incurred or the Commencement Date, at rates on the various items determined from time to time by the Lessor in accordance with sound accounting principles;

p) "Proportionate Share" means a fraction, the numerator of which is the Rentable Area of the Leased Premises and the denominator of which is the Rentable Area of the City Market;

q) "Rent" means all Gross Rent and Additional Rent payable pursuant to the terms of this Lease;

r) "Rentable Area of the Leased Premises" means the area expressed in square feet of all floors of the Leased Premises measured from:

i. the exterior face of all exterior walls, doors and windows;
ii. the exterior face of all interior walls, doors and windows separating the Leased Premises from Common Areas; if any; and
iii. the centre line of all interior walls separating the Leased Premises from adjoining leasable premises.

The Rentable Area of the Leased Premises includes all interior space whether or not occupied by projections, structures or columns, structural or non-structural, and if the store front is recessed from the lease line, the area of such recess for all purposes lies within the Rentable Area of the Leased Premises.

s) "Rentable Area of the City Market" means the area in square feet of all rentable premises in the City Market set aside for leasing by the Lessor from time to time, except for any occupancy as designated by the Lessor for which there is no Gross Rent payable. Provided however that the Lessor shall credit to Operating Costs any contributions received in respect of such Operating Costs from the occupants of any of the areas excluded from the Rentable Area of the City Market in accordance with this definition. Provided further that in determining the fraction that is the Lessee's Proportionate Share, if the Leased Premises consists of any of the foregoing excluded categories, the Rentable Area of that category will be included in the Rentable Area of the City Market;

t) "Rules and Regulations" means the rules and regulations adopted and promulgated by the Lessor from time to time acting reasonably, including those listed on Schedule "D";

u) "City Market" means the lands and premises known by the civic address 47 Charlotte Street, Saint John, New Brunswick, as such lands and premises may be altered, expanded or reduced from time to time and the buildings, improvements, equipment and facilities erected thereon or situate from time to time therein;

v) "Taxes" means all duties, real property taxes, charges, assessments and payments, from time to time levied, assessed or imposed upon the City Market or any part thereof or upon the Lessor by reason of its ownership of the City Market, by any taxing authority. Taxes shall also include any penalties, late payment or interest charges imposed by any municipality or other taxing authority as a result of the Lessee's late payments of any taxes or instalments thereof. For greater certainty "Taxes" shall exclude any penalties or interest incurred by the Lessor as a result of its failure to pay Taxes in a timely manner, except Taxes shall include any interest in respect of a deferral of payment in accordance with sound accounting practices if permitted by statute or pursuant to an agreement with the taxing authority; and (ii) income, profit or excess profits taxes of the Lessor;

w) "Lessee" means the party named as Lessee in this Lease; and

x) "Term" means the period referred to in Section 2.03.

ARTICLE II

GRANT, TERM AND INTENT

2.01 Leased Premises

In consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the Lessee to be paid, observed and performed, the Lessor demises and leases to the Lessee and the

Lessee leases from the Lessor, the Leased Premises. The Leased Premises are presently designated as **Stalls No. 6 and 7, together with Eighty Eight Square Feet (88 ft²) of Mezzanine space above Stall 6, Sixty Square Feet (60 ft²) of Basement Space and bench space,** all as shown on Schedule "A" attached hereto and contain a Rentable Area of approximately **Seven Hundred Ninety Five Square Feet (795 ft²).** In the event the Leased Premises is re-measured the Lessee shall pay all rents based on a maximum square footage of **Seven Hundred Ninety Five Square Feet (795 ft²).**

2.02 Use of Common Areas

The use and occupation by the Lessee of the Leased Premises shall entitle the Lessee to the use in common with all others entitled thereto of the Common Areas, subject however, to the terms and conditions of this Lease and to reasonable rules and regulations for the use thereof as prescribed from time to time by the Landlord.

2.03 Term of Lease

TO HAVE AND TO HOLD the Leased Premises for and during the term of **ten (10) years** to be computed from **September 1, 2007** and fully to be completed and ended on **August 31, 2017** save as hereinafter provided for earlier termination.

PROVIDED THAT if there is any Lessor's Work or Lessee's Work to be performed prior to the Lessee opening for business in the Leased Premises or the Leased Premises are occupied by a third party as of the date of this Lease, the Commencement Date shall be the earlier of:

a) **forty-five (45)** days after the Lessor has delivered vacant possession of the Leased Premises to the Lessee notwithstanding that the Lessor may still, during such **forty-five (45)** day period, be completing its work; or

b) the opening by the Lessee to the public of its business in the Leased Premises.

Notwithstanding any change in the Commencement Date calculated in accordance with the preceding provisions hereof, the Terms shall expire on the date set for such expiry in the first paragraph of this Section 2.03, subject always to earlier termination as provided for in this Lease.

PROVIDED THAT upon the Lessor or its Architect giving notice to the Lessee that the Leased Premises are available for the commencement of the Lessee's Work, the Lessee shall immediately take possession of the Leased Premises and shall occupy same for the purpose of fixturing and installing its inventory, at its own risk, for a period of ** (**) days after receipt of such notice or until the Lessee opens for business to the public in the Leased Premises, free of the payment of Gross Rent, and Additional Rent save for the obligation of the Lessee to pay for all utility charges used by the Lessee or consumed in the Leased Premises during the period of such fixturing, and shall during the period from the giving of such notice until the Commencement Date be a tenant in the Leased Premises subject to the same covenants and agreements as are contained in this Lease, mutatis mutandis.

FURTHER PROVIDED THAT NOTWITHSTANDING ANYTHING TO THE CONTRARY, if the Lessor is unable to deliver vacant possession of the Leased Premises to the Lessee for any reason, including but not limited to the holding over or retention of possession of any other lessee or occupant, or the lack of completion of any repairs, improvements or alterations required to be completed before the Lessee's occupancy of the Leased Premises, then the time for commencement of the Term shall be extended to correspond with the period of delay and the Lessee shall not be entitled to any abatement or diminution of Rent (except that Rent shall not commence to be payable until possession of the Leased Premises is given by the Lessor to the Lessee) nor shall the validity of this Lease or the parties' respective obligations hereunder be affected. However, if the Lessor does not give vacant possession of the Leased Premises to the Lessee within six (6) months of the date of this Lease, then the Lessor may, at is option, terminate this Lease by written notice to the Lessee and in such event this Lease shall be null and void and of no effect whatsoever. Any deposit paid by the Lessee to the Lessor shall be returned without interest or deduction, and neither party shall have any further liability to the other.

Forthwith, upon the Commencement Date being determined in accordance with the foregoing, the Lessee shall execute an acknowledgement of same on Lessor's usual form.

The Lessee shall pay all Gross Rent and Additional Rent calculated on a per diem basis to the last day of the month in which the Commencement Date occurs and thereafter all payments of Rent shall be made on the first day of each month throughout the Term unless otherwise specified herein.

2.04 Option to Renew

The Lessee shall have the option to renew this Lease for a further one (1) term of five (5) years at the then prevailing market rate by providing written notice of its intention to renew to the Lessor no later than six (6) months prior to the expiration of the Initial Term. In the event that the Lessor and the Lessee do not agree on the then prevailing market rate, such rate may be determined by a single arbitrator appointed by agreement between the Lessor and the Lessee pursuant to the *Arbitration Act.*

ARTICLE III

RENT AND DEPOSIT

3.01 Gross Rent

The Lessee shall pay annual Gross Rent to the average amount of **Twenty Seven Dollars and Fifty Cents ($27.50)** per square foot of Leased Premises. The Gross Rent shall be paid in equal monthly instalments, monthly in advance. According to the following schedule:

Year 1 -	**$1,523.75 monthly ($23.00 per square foot)**
Year 2 -	**$1,590.00 monthly ($24.00 per square foot)**
Year 3 -	**$1,656.25 monthly ($25.00 per square foot)**
Year 4 -	**$1,722.50 monthly ($26.00 per square foot)**
Year 5 -	**$1,788.75 monthly ($27.00 per square foot)**
Year 6 -	**$1,855.00 monthly ($28.00 per square foot)**
Year 7 -	**$1,921.25 monthly ($29.00 per square foot)**
Year 8 -	**$1,987.50 monthly ($30.00 per square foot)**
Year 9 -	**$2,053.75 monthly ($31.00 per square foot)**
Year 10 -	**$2,120.00 monthly ($32.00 per square foot)**

3.02 Reports by Lessee

a) The Lessee shall submit to the Lessor on or before the 10th day following the end of each calendar month during the Term and including the 10th day of the month following the end of the Term, at the place then fixed for the payment of Rent, a written statement signed by the Lessee showing the amount of Gross Receipts for the preceding month (and fractional month, if any) and the amount of Gross Receipts for all preceding months of such Lease Year;

b) On or before the 60th day following the end of each Lease Year (including the last Lease Year of the Term) the Lessee shall submit to the Lessor a statement in such form, style and scope as the Lessor reasonably determines, showing the amount of Gross Receipts during the preceding Lease Year, which statement shall be duly certified to be correct by the Lessee. The Lessee will not change its procedure relating to any aspect of its reporting of Gross Receipts without the prior written consent of the Lessor, which consent shall not be unreasonably withheld.

c) In addition to any other reports required by this Section 3.02, the Lessee shall also supply to the Lessor a statement of the approximate amount of Gross Receipts during any particular week in respect of which such a statement is requested by the Lessor, it being acknowledged that such weekly statement will be requested during weeks when promotions or other special activities are being carried on in the City Market.

3.03 Audit *(Mandatory when rent calculation based on Lessee's sales)*

At its option, the Lessor may cause, at any reasonable time upon five (5) days' prior written notice to the Lessee, a complete audit to be made of the Lessee's entire business affairs and records relating to the Leased Premises for the period covered by any statement issued by the Lessee pursuant to Section 3.02. Any information obtained by the Lessor as a result of such audit shall be held in strict confidence by the Lessor.

3.04 Rent Past Due

If the Lessee fails to pay, when the same is due and payable, any Gross Rent, Additional Rent or other amount payable by the Lessee under this Lease, such unpaid amounts shall bear interest from the due date thereof to the date of payment, compounded monthly at the rate equal to four (4) percentage points in excess of the Prime Rate.

3.05 Deposit – Not Applicable

The Lessor acknowledges receipt of ****Dollars ($**)** which it will apply towards the payment of Gross Rent for the first and last months of the Term except that the Lessor may apply all or part of the amount retained for application towards the last month's Gross Rent as compensation for any loss or damage arising from the breach by the Lessee of any provisions of this Lease. This right will not be construed to limit the Lessor's other rights under this Lease or at law or to limit the amount recoverable by the Lessor for damages in respect of breaches by the Lessee of this Lease. If the Lessor uses all or part of

the deposit for the last month's Gross Rent as provided above, the Lessee will, upon notification by the Lessor, pay to the Lessor the amount required to reimburse it for the amounts so applied. The Lessor will not be required to pay interest to the Lessee on any of the amounts paid to the Lessor or retained by it under this section. The Lessor may deliver the aforesaid deposit to any purchaser of the Lessor's interest in the City Market or any part thereof, whereupon the Lessor will immediately be discharged from any further liability with respect to the deposit. The Lessee will not assign or encumber its interest in the deposit except in connection with a permitted Transfer, in which case the Lessee's interest in the deposit will be deemed to have been assigned to the permitted Transferee as of the date of the Transfer.

3.06 Pre-Authorized Payments/Postdated Cheques

The Lessee may participate in a pre-authorized payment plan whereby the Lessor will be authorized to debit the Lessee's bank account each month from time to time during each Lease Year in an amount equal to the Gross Rent and Additional Rent payable on a monthly basis, and, if applicable, generally any amount payable provisionally pursuant to the provisions of this Lease on an estimated basis. In the event the Lessee opts to participate in the pre-authorized payment plan, the Lessee shall sign a form of application which is the same or similar to Schedule "D-1", to give full force and effect to the foregoing within five (5) days of presentation. In lieu of the pre-authorized payment plan referred to above, the Lessor shall be entitled to require the Lessee to present at the beginning of each Lease Year a series of monthly postdated cheques for each such Lease Year for the aggregate of the monthly payments of Gross Rent payable on a monthly basis, and, if applicable, any amount payable provisionally pursuant to the provisions of this Lease on an estimated basis.

ARTICLE IV

TAXES

4.01 Taxes Payable by the Lessor

The Lessor shall pay all Taxes which are levied, rated, charged or assessed against the City Market or any part thereof subject always to the provisions of this Lease regarding payment of Taxes by the Lessee. However, the Lessor may defer payment of any such Taxes or defer compliance with any statute, law, by-law, regulation or ordinance in connection with the levying of any such Taxes in each case to the fullest extent permitted by law, so long as it diligently prosecutes any contest or appeal of any such Taxes.

4.02 Taxes Payable by Lessee

a) The Lessee shall during the Term pay, without any deduction, abatement or set-off whatsoever, all Taxes levied, laid or assessed on or against the Leased Premises;

b) In the case of assessments for local improvements or betterments which are assessed or imposed during the term and which may by law be payable in instalments, the Lessee shall only be obligated to pay such instalments as same fall due during the Term, together with interest on deferred payments;

c) In any suit or proceeding of any kind or nature arising or growing out of the failure of the Lessee to keep any covenant contained in this Article, the certificate or receipt of the department, officer or bureau charged with collection of the Taxes, showing that the tax, assessment or other charge affecting the Leased Premises is due and payable or has been paid, shall be prima facia evidence that such tax, assessment or other charge was due and payable as a lien or charge against the Leased Premises or that it has been paid as such by the Lessor;

d) The Lessee, if allowed by the taxing authority, shall have the right to contest or review by legal proceedings or in such manner as the Lessee in its opinion shall deem advisable (which proceedings or other steps taken by the Lessee shall be conducted diligently at its own expense and free of expense to the Lessor) any and all Taxes levied, assessed or imposed upon or against the Leased Premises or Taxes in lieu thereof required to be paid by the Lessee hereunder. No such contest shall defer or suspend the Lessee's obligations to pay the Taxes as herein provided pending the contest, but if by law it is necessary that such payment be suspended to preserve or perfect the Lessee's contest, then the contest shall not be undertaken without there being first deposited with the Lessor a sum of money equal to twice the amount of the Taxes that are the subject of the contest, to be held by the Lessor as an indemnity to pay such Taxes upon conclusion of the contest and all costs thereof that may be imposed upon the Lessor or the Leased Premises. Any costs associated with an appeal undertaken by the Lessor, the Lessee shall pay their proportionate share of such costs;

e) The Lessee upon request of the Lessor will promptly exhibit to the Lessor all paid bills for Taxes which bills after inspection by the Lessor shall be returned to the Lessee.

4.03 HST Payable by Lessee

The Lessee shall pay to the Lessor all HST on Rent and any other HST imposed by the applicable legislation on the Lessor or Lessee with respect to this Lease, in the manner and at the times required by the applicable legislation. Such amounts are not consideration for the rental of space or the provision by the Lessor of any service under this Lease, but shall be deemed to be Rent and the Lessor shall have all of the same remedies for and rights of recovery of such amounts as it has for recovery of Rent under this Lease. If a deposit is forfeited to the Lessor, or an amount becomes payable to the Lessor due to a default or as consideration for a modification of this Lease, and the applicable legislation deems a part of the deposit or amount to include HST, the deposit or amount will be increased and the increase paid by the Lessee so that the Lessor will receive the full amount of the forfeited deposit or other amount payable without encroachment by any deemed HST portion.

4.04 Business Taxes and Other Taxes of Lessee

The Lessee shall pay to the lawful taxing authorities, when the same becomes due and payable:

a) all taxes, rates, duties, assessments and other charges that are levied, rated, charged or assessed against or in respect of all improvements, equipment and facilities of the Lessee on or in the Leased Premises; and

b) every tax and license fee which is levied, rated, charged or assessed against or in respect of any business carried on in the Leased Premises or in respect of the use or occupancy thereof

whether in any case any such taxes, rates, duties, assessments or license fees are rated, charged or assessed by any federal, provincial, municipal or other body.

ARTICLE V

UTILITIES

5.01 Utilities

The Lessee shall pay all utilities directly to the utility company, on a metered basis. In the event that a Lessee leases cooler space with the Leased Premises, the Lessee shall pay to the Lessor the Lessee's proportionate share of any utility consumed.

ARTICLE VI

MERCHANTS' ASSOCIATION

6.01 Merchants' Association

If and when an association or corporation of merchants or lessees (the "Association") is formed comprising tenants of the City Market, the Lessee shall forthwith become a member of such Association or if such an Association has already been formed, the Lessee shall forthwith become a member thereof and the Lessee shall retain its membership in such Association during the entire Term and shall abide by all rules, regulations, by-laws, decisions, directions, dues and assessments of the Association. Such Association shall in no way affect the rights of the Lessor and any by-laws, rules and regulations of such Association shall at all times be subject to the prior approval of the Lessor.

6.02 Promotion Fund

The Lessee shall pay to the Lessor an amount equal to 6% of annual Gross Rent to be paid in twelve (12) monthly instalments each instalment payable on the 1st day of each month during the Term.

ARTICLE VII

CONDUCT OF BUSINESS BY TENANT

7.01 Use of Leased Premises

a) The Leased Premises shall be used continuously, actively and diligently for the sole purpose of **operating as a retail outlet offering gifts, souvenirs, foods, utensils and foodstuffs.**

The Lessee will not use or permit or suffer the use of the Leased Premises or any part thereof for any other business or purpose. In connection with the business to be conducted by the Lessee on the Leased Premises, the Lessee shall only use the advertised name **"Linja Gifts"**

and "Linja Foods" and will not change the advertised name of the business to be operated in the Leased Premises without the prior written consent of the Lessor.

The Lessee shall not introduce new product lines, or offer new services to its customers without first obtaining the written consent of the Lessor. The Lessee acknowledges that it would be reasonable for the Lessor to withhold its consent if the introduction by the Lessee of such product line or service would compete with the business of other tenants in the City Market or infringe on exclusive covenants granted by the Lessor.

Unless otherwise specifically set out in this Lease to the contrary, nothing contained in this Lease shall: (i) confer upon the Lessee the exclusive right to sell or provide in the City Market any of the products or services permitted to be sold or provided from the Leased Premises pursuant to this Section 7.01; nor (ii) prevent the Lessor from leasing any other premises in the City Market to any other tenant(s) carrying on a business which is similar in whole or in part to the business permitted to be carried on from the Leased Premises pursuant to this Section 7.01.

b) The Lessee acknowledges that its continued occupancy of the Leased Premises and the regular conduct of business therein are of utmost importance to neighbouring tenants and to the Lessor in the renting of space in the City Market, the renewal of other leases therein, the efficient and economic supply of services and utilities, and in the character and quality of other tenants in the City Market. The Lessee therefore covenants and agrees that throughout the Term it will occupy the entire Leased Premises, comply strictly with the provisions of Section 7.01 and not vacate or abandon the Leased Premises at any time during the Term. The Lessee acknowledges that the Lessor is executing this Lease in reliance thereupon and that the same is a material element inducing the Lessor to execute this Lease. The Lessee further agrees that if it vacates or abandons the Leased Premises or fails to so conduct its business therein, or uses or permits or suffers the use of the Leased Premises for any purpose not specifically herein authorized and allowed, the Lessee will be in breach of the Lessee's obligations under the Lease, and then, without constituting a waiver of the Lessee's obligations or limiting the Lessor's remedies under this Lease, all Rent reserved in this Lease will immediately become due and payable to the Lessor unless guaranteed to the satisfaction of the Lessor. The Lessor will have the right, without prejudice to any other rights which it may have under this Lease or at law, to obtain an injunction requiring the Lessee to comply with the provisions of this Section 7.01(b).

7.02 Conduct and Operation of Business

The Lessee shall occupy the Leased Premises from and after the Commencement Date and thereafter shall conduct continuously and actively the business set out in Section 7.01, in the whole of the Leased Premises. In the conduct of the Lessee's business pursuant to this Lease the Lessee shall:

a) operate its business with due diligence and efficiency and maintain an adequate staff to properly serve all customers; own, install and keep in good order and condition free from liens or rights of third parties, fixtures and equipment of first class quality; and carry at all times such stock of goods and merchandise of such size, character and quality as will produce the maximum volume of sales from the Leased Premises consistent with good business practices;

b) conduct its business in the Leased Premises during such hours and on such days as the Lessor from time to time requires or permits and at no other time. However the Lessee is not required or permitted to carry on its business during any period prohibited by any law regulating the hours of business. If the Lessee fails to open on the Commencement Date or during the days and/or hours required by the Lessor, then in addition to all other amounts of Rent payable under this Lease the Lessee shall pay as Additional Rent to the Lessor upon demand as liquidated damages and not as a penalty, an amount equal to two hundred fifty dollars ($250.00) per day for each and every day that the Lessee is in default. When not open for business the security of the Leased Premises is the sole responsibility of the Lessee;

c) keep displays of merchandise in the display windows (if any) of the Leased Premises, and keep the display windows and signs (if any) in the Leased Premises well-lit during the hours the Lessor designates from time to time, acting reasonably;

d) stock in the Leased Premises only merchandise the Lessee intends to offer for retail sale from the Leased Premises, and not use any portion of the Leased Premises for office, clerical or other non-selling purposes except minor parts reasonably required for the Lessee's business in the Leased Premises;

e) abide by all rules and regulations and general policies formulated by the Lessor, acting reasonably, from time to time relating to the delivery of goods to the Leased Premises;

f) not allow or cause to be committed any waste upon or damage to the Leased Premises or any nuisance or other act or thing which disturbs the quiet enjoyment of any other lessee in the City Market or which unreasonably disturbs or interferes with or annoys any third party, or which may damage the City Market;

g) not allow or cause to be done any act in or about the Common Areas or the City Market which in the Lessor's opinion, acting reasonably, hinders or interrupts the City Market's flow of traffic in any way, obstructs the free movement or parties doing business in the City Market;

h) not allow or cause business to be solicited in any part of the City Market other than the Leased Premises, nor display any merchandise outside the Leased Premises at any time without the prior written consent of the Lessor;

i) use the name designated for the City Market by the Lessor from time to time and all insignia or other identifying names and marks designated by the Lessor in connection with the advertising of the business conducted in the Leased Premises. Notwithstanding the foregoing the Lessee will not acquire any rights in such names, marks or insignia and upon the Lessor's request the Lessee will abandon or assign to the Lessor any such rights which the Lessee may acquire by operation of law and will promptly execute any documents required by the Lessor to give effect to this subparagraph (i);

j) not install or allow in the Leased Premises any transmitter device nor erect any aerial on the roof of any building forming part of the City Market or on any exterior walls of the Leased Premises or in any of the Common Areas. Any such installation shall be subject to removal by the Lessor without notice at any time and such removal shall be done and all damage as a result thereof shall be made good, in each case, at the cost of the Lessee, payable as Additional Rent on demand;

k) not use any travelling or flashing lights or signs or any loudspeakers, television, phonograph, radio or other audiovisual or mechanical devices in a manner so that they can be heard or seen outside of the Leased Premises without the prior written consent of the Lessor. If the Lessee uses any such equipment without receiving the prior written consent of the Lessor, the Lessor shall be entitled to remove such equipment without notice at any time and such removal shall be done and all damage as a result thereof shall be made good, in each case, at the cost of the Lessee, payable as Additional Rent on demand;

l) not install or allow in the Leased Premises any equipment which will exceed or overload the capacity of any utility, electrical or mechanical facilities in the Leased Premises or of which the Lessor has not approved. If the Lessee requires additional utility, electrical or mechanical facilities, the Lessor may in its sole discretion if they are available elect to install them at the Lessee's expense and in accordance with plans and specifications to be approved in advance in writing by the Lessor;

m) not bring upon the Leased Premises any machinery, equipment, article or thing that by reason of its weight, size or use, might in the opinion of the Lessor, acting reasonably, damage the Leased Premises or overload the floors of the Leased Premises. Any such machinery, equipment, article or thing shall be subject to removal by the Lessor without notice at any time and such removal shall be done and all damages as a result thereof shall be made good, in each case, at the cost of the Lessee, payable as Additional Rent on demand;

n) observe and comply with all federal, provincial or municipal laws pertaining to or affecting the Leased Premises, the Lessee's use of the Leased Premises or the conduct of any business in the Leased Premises, or the making of any repairs, replacements, alterations, additions, changes, substitutions or improvements of or to the Leased Premises, and the regulations of any insurance underwriters in respect of the insurance maintained by the Lessor in respect of the City Market, and carry out all modifications to the Leased Premises and the Lessee's conduct of business or in use of the Leased Premises which may be required by any such authorities.

7.03 Prohibited Activities

a) The Lessee acknowledges that it is only one of many tenants in the City Market and that therefore the Lessee shall conduct its business in the Leased Premises in a manner consistent with the best interests of the City Market as a whole;

b) The Lessor shall have the right to cause the Lessee to discontinue and the Lessee shall thereupon forthwith discontinue the sale of any item, merchandise, commodity or the supply of any service or the carrying on of any business, any of which is either prohibited by this Section 7.03 or which the Lessor, acting reasonably, determines is not directly related to the business set out in Section 7.01. The Lessee will not allow or cause the use of any part of the Leased Premises for any of the following businesses or activities:

i. the sale of secondhand goods or surplus articles, insurance salvage stock, fire sale stock or bankruptcy stock;

ii. the sale of goods, except as may be specifically permitted by the provisions of Section 7.01;

iii. an auction, bulk sale (other than a bulk sale made to an assignee or sublessee pursuant to a permitted assignment or subletting hereunder), liquidation sale, "going out of business" or bankruptcy sale, or warehouse sale;

iv. any advertising or selling procedures which would, or any sale or business conduct or practice which would, because of the merchandising methods or quality of operation likely to be used, in either case in the Lessor's opinion, tend to lower the character of the City Market or harm or tend to harm the business or reputation of the Lessor or reflect unfavourably on the City Market, the Lessor or other tenants in the City Market or tend to confuse, deceive, mislead or be fraudulent to the public; or

v. a mail order business or a department store, junior department store or variety store.

7.04 Hazardous Substances

The Tenant covenants and agrees to utilize the Leased Premises and operate its business in a manner so that no part of the Leased Premises or surrounding lands are used to generate, manufacture, refine, treat, transport, store, handle, dispose of, transfer, produce or process any Hazardous Substance, except in strict compliance with all applicable federal, provincial and municipal statutes, by-laws and regulations, including, without limitation, environmental, land use and occupational and health and safety laws, regulations, requirements, permits, statutes, by-laws and regulations. Further the Lessee hereby covenants and agrees to indemnify and save harmless the Lessor and those for whom the Lessor is in law responsible from any and all loses, costs, claims, damages, liabilities, expenses or injuries caused or contributed to by any Hazardous Substances which are at any time located, stored or incorporated in any part of the Leased Premises. The Lessee hereby agrees that the Lessor or its authorized representatives shall have the right at the Lessee's expense, payable as Additional Rent within fifteen (15) days of receipt of an invoice therefor, to conduct such environmental site reviews and investigations as it may deem necessary for the purpose of ensuring compliance with this Section 7.04. The Lessee's obligations pursuant to this Section 7.04 shall survive the expiration or earlier termination of the Term.

ARTICLE VIII

FIXTURES, ALTERATIONS AND REPAIRS AND

LESSOR'S CONTROL OF CITY MARKET

8.01 Installations by the Lessee

All equipment, fixtures and improvements installed by the Lessee in the Leased Premises shall be new or completely reconditioned. The Lessee shall not make any alterations, additions or improvements or install or cause to be installed any trade fixtures, exterior signs, floor covering, interior or exterior lighting, plumbing fixtures, shades or awnings or make any changes to the store front without first obtaining the Lessor's written approval and consent. The Lessee shall present to the Lessor plans and specifications in form, content and such detail as the Lessor may reasonably require for such work at the time approval is sought. The Lessee covenants that any work that may be done in respect of the Leased Premises by or on behalf of the Lessee shall be done in such a manner as not to conflict or interfere with any work being done or about to be done by the Lessor in or about the City Market, whether such conflict or interference shall arise in relation to labour unions or otherwise and the Lessee shall obtain all requisite permits, licenses and inspections in respect of any such work done by or on the Lessee's behalf. Notwithstanding anything herein contained, the Lessee shall make no alterations, additions or improvements that are of a structural nature or that would lessen the value or Rentable Area of the Leased Premises or the City Market, or would interfere with the usage of the Common Areas.

All alterations, decorations, additions and improvements made by the Lessee or made by the Lessor on the Lessee's behalf by agreement under this Lease shall immediately upon installation or affixation become the property of the Lessor without compensation therefor to the Lessee, but the Lessor shall be under no obligation to repair, maintain or insure the alterations, decorations, additions or improvements. Such alterations, decorations, additions and improvements shall not be removed from the

Leased Premises without prior consent in writing from the Lessor. Upon expiration of this Lease, the Lessee shall, at the option of the Lessor, remove all trade fixtures and personal property and shall remove all such alterations, decorations, additions and improvements and restore the Leased Premises as required by the Lessor.

8.02 Maintenance and Repair by the Lessee

The Lessee will at all times keep the Leased Premises (including exterior entrances and all glass and show windows) and all partitions, doors, fixtures, equipment and appurtenances thereof (including lighting, heating and plumbing fixtures, and the electrical and mechanical systems) in good order, condition and repair (including periodic painting or redecorating and preventative maintenance as determined by the Lessor and including such repairs or replacements as are required to keep the Leased Premises in good repair and condition). All aforesaid maintenance, repairs, restorations and replacements shall be in quality and class equal to the original work or installations.

8.03 Signs, Awnings, Canopies

The Lessee will not place or suffer to be placed or maintained on any exterior door, wall or window of the Leased Premises any sign, awning or canopy or advertising matter or other thing of any kind, and will not place or maintain any decoration, lettering or advertising matter on the glass of any window or door of the Leased Premises without first obtaining the Lessor's written approval and consent. The Lessee further agrees to maintain such sign, awning, canopy, decoration, lettering, advertising matter or other thing as may be approved in good condition and repair at all times, and in addition to the foregoing, the Lessee shall maintain any signs or displays of its goods or wares which may be seen from the exterior of the Leased Premises in a manner which is in keeping with the character of the City Market of which the Leased Premises form a part and which is designed to enhance the business of the Lessee.

8.04 Surrender of Leased Premises

Subject to Article 10.01, the Lessee will leave the Leased Premises in good repair, reasonable wear and tear only excepted. Without limiting the generality of the foregoing, at the expiration or earlier termination of the Term the Lessee shall surrender the Leased Premises in the same condition as the Leased Premises were in upon delivery of possession thereto under this Lease, reasonable wear and tear only excepted, and shall surrender all keys for the Leased Premises to the Landlord at the place then fixed for the payment of Rent and shall inform the Lessor of all combinations on locks, safes and vaults, if any, in the Leased Premises. Should the Lessee fail to remove its fixtures and personal property, such fixtures and personal property shall be deemed to be abandoned by the Lessee and may be appropriated, sold or otherwise disposed of by the Lessor without notice or obligation to compensate the Lessee or to account therefor. The Lessee's obligations to observe or perform this covenant shall survive the expiration or earlier termination of the Term of this Lease.

8.05 Lessee to Discharge all Liens

The Lessee will ensure that no construction or other lien or charge, or notice thereof, is registered or filed against:

a) the City Market or any part of it; or

b) the Lessee's interest in the Leased Premises or any of the leasehold improvements in the Leased Premises.

by any person claiming by, through, under or against the Lessee or its contractors or subcontractors. If such a lien or charge or notice thereof is registered or filed and the Lessee fails to discharge it within five (5) days after written notice from the Lessor, the Lessor may discharge it by paying the amount claimed to be due into court or directly to the claimant and the Lessee will pay to the Lessor as Additional Rent on demand all costs (including legal fees) incurred by the Lessor in connection therewith, together with an administrative overhead charge of fifteen percent (15%) thereon.

8.06 Rules and Regulations

The Lessee will comply with the Rules and Regulations. The Lessor reserves the right from time to time to amend or supplement the Rules and Regulations. Notice of such amendments and supplements, if any, shall be given to the Lessee, and the Lessee agrees thereupon to comply with and observe all such amendments and supplements, provided that no Rule or Regulation shall contradict any provision of this Lease. The Lessor shall not be responsible to the Lessee for non-observance or violation of any of the provisions of such Rules and Regulations by any other tenant of the City Market or of the terms of any other lease of premises in the City Market and the Lessor shall be under no obligation to enforce any such provisions. All Rules and Regulations shall be enforced against the Lessee in a non-discriminatory manner.

8.07 Maintenance and Repair by the Lessor

The Lessor shall, subject to the other provisions of this Lease, maintain and repair or cause to be maintained and repaired, the structure of the City Market, including without limitation, the foundations, exterior weather walls, subfloor, roof, bearing walls and structural columns and beams of the City Market. If, however, the Lessor is required to maintain or repair any structural portions or any other portion of the Leased Premises or the City Market by reason of the negligent acts or omissions of the Lessee, its employees, agents, invitees, suppliers, agents and servants of suppliers, licensees, concessionaires or subtenants, the Lessee shall pay on demand as Additional Rent, the Lessor's costs for making such maintenance or repairs, together with an administrative fee of fifteen percent (15%) of such costs.

8.08 Control of City Market by Lessor

The City Market and the Common Areas are at all times subject to the exclusive control and management of the Lessor. Without limiting the generality of the foregoing, the Lessor has the right in its control, management and operation of the City Market and by the establishment of rules and regulations and general policies with respect to the operation of the City Market or any part thereof at all times throughout the Term to construct, maintain and operate lighting facilities and heating, ventilating and air conditioning systems; provide supervision and policing services for the City Market; close all or any portion of the City Market to such extent as may in the opinion of the Lessor's counsel be legally sufficient to prevent a dedication thereof or the accrual of any rights to any third party or the public; grant, modify and terminate easements or other agreements pertaining to the use and maintenance of all or any part of the City Market; obstruct or close off all or any part of the City Market for the purpose of maintenance, repair or construction, employ all personnel, including supervisory personnel and managers necessary for the operation, maintenance and control of the City Market; use any part of the Common Areas from time to time for merchandising, display, decorations, entertainment and structures designed for retail selling or special features or promotional activities; designate the areas and entrances and the times in, through and at which loading and unloading of goods shall be carried out; control, supervise and generally regulate the delivery or shipping of merchandise, supplies and fixtures to and from the Leased Premises, and other portions of the City Market; designate and specify the kind of container to be used for garbage and refuse in the manner and the times and places at which same is to be placed for collection (if the Lessor for the more efficient and proper operation of the City Market provides or designates a commercial service for the pickup and disposal of refuse and garbage instead of or in addition to the service provided by the municipality, the Lessee shall use same at the Lessee's cost); from time to time change the area, level, location, arrangement or use of the City Market or any part thereof; construct other buildings or improvements in the City Market and make changes to any part thereof; construct other buildings or improvements in the City Market and make changes to any part of the City Market; and do and perform such other acts in and to the City Market as in the use of good business judgment the Lessor determines to be advisable for the more efficient and proper operation of the City Market.

Notwithstanding anything to the contrary, if as a result of the exercise by the Lessor of any of its rights as set out in this Section 8.08, the Common Areas are diminished or altered in any manner whatsoever, the Lessor is not subject to any liability nor is the Lessee entitled to any compensation or diminution or abatement of Rent nor is any alteration or diminution of the Common Areas deemed constructive or actual eviction, or a breach of any covenant for quiet enjoyment contained in this Lease.

8.09 Lessor's Right to Enter Leased Premises

a) It is not a re-entry or a breach of quiet enjoyment if the Lessor or its authorized representatives enter the Leased Premises at reasonable times to:

   i. examine them;

   ii. make permitted or required repairs, alterations, improvements or additions to the Leased Premises (including the pipes, conduits, wiring, ducts, columns and other installations in the Leased Premises) or the City Market or adjacent property; or

   iii. excavate land adjacent or subjacent to the Leased Premises; in each case (to the extent reasonably possible in the circumstances) without unreasonably interfering with the Lessee's business operations in the Leased Premises, and the Lessor may take material into and on the Leased Premises for those purposes. Rent will not abate or be reduced while the repairs, alterations, improvements or additions are being made. The Lessor will take reasonable steps to minimize any interruption of business resulting from any entry.

b) At any time during the Term, the Lessor may exhibit the Leased Premises to prospective purchasers and during the six (6) months prior to the expiration of the term of this Lease, the Lessor may exhibit the Leased Premises to prospective tenants and place upon the Leased Premises the usual notice "To Let" which notice the Lessee shall permit to remain where placed without molestation;

c) If the Lessee shall not be personally present to open and permit an entry into the Leased Premises, at any time, when for any reason an entry therein shall be necessary or permissible, the Lessor or the Lessor's agents may enter the same by a master key, or

may forcibly enter the same, without rendering the Lessor or such agents liable therefor, and without in any manner affecting the obligations and covenants of this Lease;

d) Nothing in this Section contained, however, shall be deemed or construed to impose upon the Lessor any obligation, responsibility or liability whatsoever for the care, maintenance or repair of the City Market or any part thereof, except as otherwise in this Lease specifically provided.

ARTICLE IX

INSURANCE AND INDEMNITY

9.01 Lessee's Insurance

a) The Lessee shall throughout the Term, at its own cost and expense, take out and keep in full force and effect the following insurance:

i. All-risk insurance upon property owned by the Lessee or for which the Lessee is legally liable (including, signs and plate glass) and which is located within the City Market in an amount of not less than the full replacement cost thereof;

ii. Comprehensive General Liability with minimum limits of at least Two Million Dollars ($2,000,000.00) or such higher limits as the Lessor may reasonably require from time to time. This policy shall include:

a) The City added as an Additional Insured;

b) Inclusive limits for bodily injury and property damage;

c) Personal injury liability;

d) Tenant's Legal Liability;

e) Contractual Liability with respect to this Lease;

f) Premises, Property and Operations;

g) Completed Operations;

h) A Cross Liability Clause;

i) A Thirty (30) days written notice of Cancellation shall be given to the City of Saint John.

iii. The Lessee shall also provide any other form of insurance as the Lessee or the Lessor may reasonably require from time to time in form, in amounts and for insurance risks against which a prudent tenant would insure.

b) All policies shall be taken out with reputable and recognized insurers acceptable to the Lessor and shall be in a form satisfactory from time to time to the Lessor. The Lessee agrees that certificates of insurance of each such insurance policy will be delivered to the Lessor as soon as practicable after the placing of the required insurance. All policies shall contain an undertaking by the insurers to notify the Lessor in writing not less than thirty (30) days prior to any material change, cancellation or termination thereof;

c) The Lessee agrees that if the Lessee fails to take out or keep in force any such insurance referred to in this Section 9.01, or should any such insurance not be approved by the Lessor and should the Lessee not rectify the situation immediately after written notice by the Lessor to the Lessee, the Lessor has the right without assuming any obligation in connection therewith to effect such insurance at the sole cost of the Lessee and all outlays by the Lessor shall be immediately paid by the Lessee to the Lessor as Additional Rent without prejudice to any other rights and remedies of the Lessor under this Lease.

9.02 Increase in Insurance Premium

The Lessee will not allow or cause anything to occur in the Leased Premises which shall cause any increase of premium for any insurance on the Leased Premises or the City Market or any part thereof above the rate for the least hazardous type of occupancy legally permitted in the Leased Premises. If the Lessee is in default under this Section 9.02 the Lessee shall pay any resulting additional premium on any insurance policies taken out or maintained by the Lessor, or if any insurance policy upon the Leased Premises or the City Market or any part thereof shall be cancelled or refused to be renewed by an insurer by reason of the use or occupation of the Leased Premises or any part thereof or the acts or omissions of the Lessee, the Lessee shall forthwith remedy or rectify such use or occupation upon request to do so in writing by the Lessor, and if the Lessee shall fail to do so within twenty-four (24) hours of such written request, the

Lessor shall have the right to enter the Leased Premises and rectify the situation, without liability to the Lessee for any loss or damage occasioned by such entry and rectification, or shall be entitled to hold the Lessee liable for any damage or loss resulting from such cancellation or refusal, or the Lessor may at its option determine this Lease forthwith by leaving upon the Leased Premises notice in writing of its intention to do so, and thereupon Rent and any other payments for which the Lessee is liable under this Lease shall be apportioned and paid in full to the date of such determination of the Lease, and together with an amount equal to the Gross Rent payable for a period of one (1) year as liquidated damages, and the Lessee shall immediately deliver up possession of the Leased Premises, a schedule issued by the organization making the insurance rate on the Leased Premises, showing the various components of such rate, shall be conclusive evidence of the several items and charges which make the fire insurance rate of the Leased Premises. Bills for such additional premiums shall be rendered by the Lessor to the Lessee at such times as the Lessor may elect and shall be due from and payable by the Lessee when rendered, and the amount thereof shall be deemed to be and be paid as Additional Rent.

9.03 Loss or Damage

The Lessor shall not be liable for any death or injury arising from or out of any occurrence in, upon, at or relating to the City Market, or damage to property of the Lessee or of others located on the Leased Premises, nor shall it be responsible for any loss of or damage to any property of the Lessee or others from any cause whatsoever, except any such death, injury, loss or damage results from the negligence of the Lessor, its agents, servants or employees or other persons for whom the Lessor is in law responsible. Without limiting the generality of the foregoing, the Lessor shall not be liable for any injury or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain, flood, snow or leaks from any part of the Leased Premises or from the pipes, appliances, plumbing works, roof or subsurface of any floor or ceiling or from the street or any other place or other tenants or persons in the City Market or by occupants of adjacent property thereto, or the public, or caused by construction or by any private, public or quasi-public work. All property of the Lessee kept or stored on the Leased Premises shall be so kept or stored at the risk of the Lessee only and the Lessee shall indemnify the Lessor and save it harmless from any claims arising out of any damages to the same, including, without limitation, any subrogation claims by the Lessor's insurers. In no event shall the Lessor be liable for any injury to the Lessee, its servants, agents, employees, customers and invitees or for any injury or damage to the Leased Premises or to any property of the Lessee, or to any property of any other person, firm or corporation on or about the Leased Premises caused by an interruption, suspension or failure in the supply of any utilities to the Leased Premises.

9.04 Indemnification of the Lessor

The Lessee will indemnify the Lessor, and save harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence in, upon or at the Leased premises, the occupancy or use by the Lessee of the Leased premises or any part thereof, or occasioned wholly or in part by any act or omission of the Lessee, its agents, contractors, employees, servants, licensees, or concessionaires or invitees. In case the Lessor shall, without fault on its part, be made a party to any litigation commenced by or against the Lessee, then the Lessee shall protect and hold it harmless and shall pay all costs, expenses and solicitors' and counsel fees on a solicitor and client basis incurred or paid by them in connection with such litigation.

ARTICLE X

DAMAGE, DESTRUCTION AND EXPROPRIATION

10.01 Total or Partial Destruction of Leased Premises

If, during the Term, the Leased Premises are expropriated or totally or partially destroyed or damaged by any cause in respect of which the Lessor is insured, the following provisions shall have effect:

a) If the Leased Premises are rendered partially unfit for occupancy by the Lessee, Gross Rent only shall abate in part only, in the proportion that the part of the Leased Premises rendered unfit for occupancy by the Lessee bears to the whole of the Leased Premises or if the Leased Premises are rendered wholly unfit for occupancy by the Lessee the Rent hereby reserved shall be suspended in either event until the day following a reasonable period (taking into account the extent of the Lessee's restoration) following completion of the Lessor's restoration;

b) Notwithstanding the provisions of subparagraph (a), if the Leased Premises in the opinion of the Architect shall be incapable of being rebuilt and/or repaired or restored with reasonable diligence within 180 days of the happening of such destruction or damage, then the Lessor may at its option terminate this Lease by notice in writing to the Lessee given within thirty (30) days of the date of such destruction or damage and in the event of such notice being so given this Lease shall cease and become null and void from the date of such destruction or damage and the Lessee shall immediately surrender the Leased Premises and all interest therein to the Lessor and the Rent shall

be apportioned and shall be payable by the Lessee only to the date of such destruction or damage and the Lessor may re-enter and repossess the Leased Premises discharged of this Lease;

If the Leased Premises are capable of being rebuilt and/or repaired or restored within 180 days of the happening of such damage or destruction or if within the period of thirty (30) days referred to in Section 10.01(b) the Lessor shall not give notice terminating this Lease, the Lessor shall with reasonable promptitude proceed to rebuild and/or repair or restore the Leased Premises to the extent of the Lessor's repair obligations under the Lease and the Lessee shall immediately upon substantial completion of the Lessor's work and, within a reasonable period determined by the Lessor (given the extent of the Lessee's restoration) complete the restoration of the Leased Premises.

The certificate of the Architect shall bind the parties as to the (i) extent to which the Leased Premises are unfit for occupancy; (ii) time required to rebuild and/or repair or restore the Leased Premises; and (iii) due completion of repairs.

10.02 Total or Partial Destruction of City Market

In the event that a substantial portion of the City Market shall be expropriated or damaged or destroyed by fire or other cause, or in the event the costs as estimated by the Lessor of repairing, restoring or rebuilding will exceed by $250,000 or more the proceeds of insurance available to the Lessor, notwithstanding that the Leased Premises may be unaffected, or in the event the Lessor shall have the right, to be exercised by notice in writing delivered to the Lessee within sixty (60) days from and after said occurrence, to elect to cancel and terminate this Lease. Upon the giving of such notice to the Lessee, the Term of this Lease shall expire upon the third (3rd) day after such notice is given, and the Lessee shall vacate the Leased Premises and surrender the same to the Lessor.

10.03 Abatement of Rent

Notwithstanding anything herein before contained, all abatements of Rent set out in this Article X shall be limited to an amount equal to the amount which the Lessor collects under any rental income insurance.

10.04 Expropriation Awards

The Lessor and the Lessee will co-operate with each other if there is an expropriation of all or part of the Leased Premises or the City Market, so that each may receive the maximum award that it is entitled to at law. To the extent, however, that a part of the City Market, other than the Leased Premises, is expropriated, the full proceeds that are paid or awarded as a result, will belong solely to the Lessor, and the Lessee will assign to the Lessor any rights that it may have or acquire in respect of the proceedings or awards and will execute the documents that the Lessor reasonably requires in order to give effect to this intention.

ARTICLE XI

STATUS STATEMENT, SUBORDINATION AND ATTORNMENT

11.01 Status Statement

Within fifteen (15) days after request, the Lessee will sign and deliver to the Lessor a status statement or certificate, stating that this Lease is in full force and effect, any modifications to this Lease, the commencement and expiry dates of this Lease, the date to which Rent has been paid, the amount of any prepaid Rent or deposits held by the Lessor, whether there is any existing default and the particulars, and any other information required by the party requesting it.

11.02 Power of Attorney

The Lessee hereby irrevocably appoints the Lessor as the attorney for the Lessee with full power and authority to execute and deliver in the name of the Lessee any instruments or certificates required to carry out the intent of Section 11.01 which the Lessee shall have failed to sign and deliver within fifteen (15) days after the date of a written request by the Lessor to execute such instruments.

ARTICLE XII

TRANSFERS BY LESSEE

12.01 Transfer Defined

"Transfer" means, (i) an assignment, sale, conveyance, sublease, or other disposition of this Lease or the Leased Premises, or any part of them or any interest in this Lease (whether by operation of law or otherwise), or in a partnership that is a Lessee under this Lease, (ii) a mortgage, charge or debenture

(floating or otherwise) or other encumbrance of this Lease or the Leased Premises or any part of them, or of any interest in this Lease or of a partnership, or partnership interest, where the partnership is a Lessee under this Lease, (iii) a parting with or sharing of possession of all or part of the Leased Premises, and (iv) a transfer or issue by sale, assignment, bequest, inheritance, operation of law or other disposition, or by subscription of all or part of the corporate shares of the Lessee or an "affiliate" (as that term is defined on the date of this Lease under the *Canada Business Corporations Act*) of the Lessee which results in a change in the effective voting control of the Lessee. "Transferor" and "Transferee" have meanings corresponding to the definition of "Transfer" set out above, (it being understood that for a Transfer described in clause (iv) the Transferor is the person that has effective voting control before the Transfer and the Transferee is the person that has effective voting control after the Transfer).

12.02 Consent Required

The Lessee will not allow or cause a Transfer, without the prior written consent of the Lessor in each instance which consent may not be unreasonably withheld. Without limiting the generality of the foregoing, no Transfer shall be effective and no consent shall be given unless the following provisions have been complied with:

i. There is no default of the obligations of the Lessee under this Lease;

ii. The Lessee shall have given at least thirty (30) days' prior written notice of the proposed Transfer and the effective date thereof to the Lessor;

iii. A duplicate original of the documents affecting the Transfer shall be given to the Lessor within thirty (30) days after the execution and delivery thereof;

iv. The Transferee, except in the case of a Transfer described in Section 12.01(iv), shall have assumed in writing with the Lessor the due and punctual performance and observance of all the agreements, provisions, covenants and conditions hereof on the Lessee's part to be performed or observed from and after the effective date of the Transfer.

The Lessee acknowledges that the factors governing the granting of the Lessor's consent to any Transfer may include, without limitation, the restrictive clauses entered into with other tenants by the Lessor, the financial background, business history and the capability of the proposed Transferee in the Lessee's line of business, and the nature of the business practices of the proposed Transferee. The consent by the Lessor to any Transfer shall not constitute a waiver of the necessity for such consent to any subsequent Transfer. If a Transfer takes place, the Lessor may collect rent from the Transferee, and apply the net amount collected to the Rent herein reserved, but no such action shall be deemed a waiver of the requirement to obtain consent or the acceptance of the Transferee as lessee, or a release of the Lessee or any Indemnifier from the further performance by the Lessee of covenants on the part of the Lessee herein contained. Notwithstanding any Transfer, the Lessee shall remain fully liable under this Lease and shall not be released from performing any of the obligations of the Lessee under this Lease.

Any Transfer, if consented to by the Lessor, may at the Lessor's option be documented by the Lessor or its solicitors, and any and all legal costs and the Lessor's then-standard fee with respect thereto or to any documents reflecting the Lessor's consent to the Transfer shall be payable by the Lessee on demand as Additional Rent.

12.03 No Advertising of Leased Premises

The Lessee shall not print, publish, post, display or broadcast any notice or advertisement to the effect that the Leased Premises are for lease or for sale or otherwise advertise the proposed sale or lease of the whole or any part of the Leased Premises and shall not permit any broker or other party to do any of the foregoing, unless the complete text and format of any such notice, advertisement or offer is first approved in writing by the Lessor. Without in any way restricting or limiting the Lessor's right to refuse any text or format on other grounds, any text or format proposed by the Lessee shall not contain any reference to the rental rate of the Leased Premises.

ARTICLE XIII

DEFAULT OF LESSEE

13.01 Right to Re-Enter

When

a) the Lessee shall be in default in the payment of any Rent whether lawfully demanded or not and such default shall continue for a period of five (5) consecutive days; or

b) the Lessee shall be in default of any of its covenants, obligations or agreements under this Lease or of any term or condition of this Lease (other than its covenant to pay Rent) and such default shall continue for a period of fifteen (15) consecutive days or such longer or shorter period as the Lessor, acting reasonably, determines after five (5) days written notice by the Lessor to the Lessee

specifying with reasonable particularity the nature of such default and requiring the same to be remedied;

then and in any of such cases the then current month's Rent, together with the Rent for the three (3) months next ensuing shall immediately become due and payable, and at the option of the Lessor, the Terms shall become forfeited and void, and the Lessor may without notice or any form of legal process whatsoever forthwith re-enter upon the Leased Premises or any part thereof in the name of the whole and repossess and enjoy the same as of its former estate, anything contained in any statute or law to the contrary notwithstanding, provided however, that such forfeiture shall be wholly without prejudice to the right of the Lessor to recover arrears of rent or damages for any antecedent default by the Lessee of its covenants, obligations or agreements under this Lease or any term or condition of this Lease and provided further that notwithstanding any such forfeiture the Lessor may subsequently recover from the Lessee damages for loss of Rent suffered by reason of this Lease having been prematurely determined. In addition, the Lessor shall have the right to remove and sell the Lessee's goods and chattels and trade fixtures and apply the proceeds thereof to Rent due under the Lease.

13.02 Right to Re-Let

Should the Lessor elect to re-enter, as herein provided, or should it take possession pursuant to legal proceedings or pursuant to any notice provided for by law, it may either terminate this Lease or it may from time to time without terminating this Lease, make such alterations and repairs as may be necessary in order to re-let the Leased Premises, and re-let the Leased Premises or any part thereof as agent for the Lessee for such term or terms (which may be for a term extending beyond the Term of this Lease) and at such rental or rentals and upon such other terms and conditions as the Lessor in its sole discretion may deem advisable; upon each re-letting all rentals received by the Lessor from such re-letting shall be applied; first, to the payment of any indebtedness other than rent due hereunder from the Lessee to the Lessor; second, to the repayment of any reasonable costs and expenses of such re-letting, including brokerage fees and solicitors' fees and of costs of such alterations and repairs; third, to the payment of Rent due as the same may become due and payable hereunder. If such Rent received from such re-letting during any month be less than that to be paid during that month by the Lessee hereunder, the Lessee shall pay any such deficiency to the Lessor. Such deficiency shall be calculated and paid monthly. No such re-entry or taking possession of the Leased Premises by the Lessor shall be construed as an election on its part to terminate this Lease unless a written notice of such intention be given to the lessee or unless the termination thereof be decreed by a court of competent jurisdiction. Notwithstanding any such re-letting without termination, the Lessor may at any time thereafter elect to terminate this Lease for such previous breach. Should the Lessor at any time terminate this Lease for any breach, in addition to any other remedies it may have, it may recover from the Lessee all damages it may incur by reason of such breach, including the cost of recovering the Leased Premises, and including the worth at the time of such termination of the excess, if any, of the amount of Rent and charges equivalent to Rent reserved in this Lease for the remainder of the Term hereof over the then reasonable rental value of the Leased Premises for the remainder of the Term hereof, all of which amounts shall be immediately due and payable from the Lessee to the Lessor. In determining the Rent which would be payable by the Lessee hereunder, subsequent to default, the annual Rent for each year of the unexpired Term shall be equal to the greater of: (a) the average annual Gross Rent and Percentage Rent payable by the Lessee from the Commencement Date to the time of default or during the preceding three (3) full calendar years, whichever period is shorter; and (b) Gross Rent payable hereunder, together with all Additional Rent which would have been payable during the calendar year in which this Lease was terminated, prorated over a full calendar year, if required.

13.03 Legal Expenses

In case suit shall be brought for recovery of possession of the Leased Premises, for the recovery of Rent or any other amount due under the provisions of this Lease, or because of the breach of any other covenant herein contained on the part of the Lessee to be kept or performed and a breach shall be established, the Lessee shall pay to the Lessor all expenses incurred therefor, including reasonable solicitors' and counsel fees on a solicitor and his client basis.

13.04 Bankruptcy

The Lessee covenants and agrees that if the Term or any of the goods and chattels of the Lessee on the Leased Premises shall be at any time during the Term seized or taken in execution or attachment by any creditor of the Lessee or if a receiver, interim receiver or receiver and manager is appointed for the assets or business of the Lessee or if the Lessee shall make any assignment for the benefit of creditors or any bulk sale or, becoming bankrupt or insolvent, shall take the benefit of any Act now or hereafter in force for bankrupt or insolvent debtors or if any order shall be made for the winding up of the Lessee, or if the Leased Premises shall without the written consent of the Lessor become and remain vacant for a period of fifteen (15) days, or be used by any other persons than such as are entitled to use them under the terms of this Lease, or if the Lessee shall without the written consent of the Lessor abandon or attempt to abandon the Leased Premises or to sell or dispose of goods or chattels of the Lessee or to remove them or any of them from the Leased Premises so that there would not in the event of such abandonment, sale or disposal be sufficient goods on the Leased Premises subject to distress to satisfy the Rent above due or accruing due, then and in every such case the then current month's Rent and the next ensuring three (3) months' Rent shall immediately become due and be paid and the Lessor may re-enter and take possession of the Leased premises as though the Lessee or the servants of the Lessee or any other occupant of the Leased Premises were holding over after the expiration of the Term and the Term shall, at the option of the Lessor,

immediately without any notice or opportunity for cure provided to the Lessee, become forfeited and determined, and in every one of the cases above such accelerated Rent shall be recoverable by the Lessor in the same manner as the Rent hereby reserved and if Rent were in arrears and the said option shall be deemed to have been exercised if the Lessor or its agents given notice to the Lessee as provided for herein.

13.05 Lessor May Perform Lessee's Covenants

If the Lessee shall fail to perform any of its covenants or obligations under or in respect of this Lease, the Lessor may from time to time at its discretion, perform or cause to be performed any such covenants or obligations, or any part thereof, and for such purpose may do such things upon or in respect of the Leased Premises or any part thereof as the Lessor may consider requisite or necessary.

All expenses incurred and expenditures made by or on behalf of the Lessor under this Section, together with an administrative fee equal to fifteen (15%) percent thereon, shall be forthwith paid by the Lessee to the Lessor on demand as Additional Rent.

13.06 Waiver of Exemptions from Distress

Despite any applicable Act, legislation or any legal or equitable rule of law: (a) none of the inventory, furniture, equipment or other property at any time owned by the Lessee is exempt from distress; and (b) no lack of compliance with any requirement concerning the day of the week, time of day or night, method of entry, giving of notice, appraising of goods, or anything else, will render any distress unlawful where the Lessee owes arrears of Rent at the time of the distress.

13.07 Remedies Cumulative

No reference to nor exercise of any specific right or remedy by the Lessor will prejudice or preclude the Lessor from exercising or invoking any other remedy in respect thereof, whether allowed at law or expressly provided for in this Lease. No such remedy will be exclusive or dependent upon any other such remedy, but the Lessor may from time to time exercise any one or more of such remedies independently or in combination.

ARTICLE XIV

MISCELLANEOUS

14.01 Overholding

If the Lessee remains in possession of the Leased Premises after the end of the Term and without the execution and delivery of a new lease, there shall be no tacit renewal of this Lease and the Term hereby granted, and the Lessee shall be deemed to be occupying the Leased Premises as a Lessee from month to month at monthly rent payable in advance on the first day of each month equal to the sum of:

i. one and one half (1 ½) times the Gross Rent payable during the last month of the Term; and

ii. one-twelfth of the Additional Rent payable by the Lessee for the Lease Year immediately preceding the last Lease Year of the Term;

and otherwise upon the same terms and conditions as are set forth in this Lease, except as to duration of Term, and any right of renewal mutatis mutandis.

14.02 Successors

This Lease applies to the successors and assigns of the Lessor and, if Article XII is complied with, the heirs, executors, administrators and permitted successors and permitted assigns of the Lessee. If there is more than one party named as Lessee, they are jointly and severally liable under this Lease.

14.03 Waiver

Failure by the Lessor to require performance of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or of any other term, covenant or condition herein contained. The subsequent acceptance of Rent hereunder by the Lessor shall not be deemed to be a waiver of any preceding breach of the Lessee of any term, covenant or condition of this Lease, other than the failure of the Lessee to pay the particular rent so accepted, regardless of the Lessor's knowledge of such preceding breach at the time of acceptance of such Rent. No covenant, term or condition of this Lease shall be deemed to have been waived by the Lessor, unless such waiver be in writing by the Lessor.

14.04 Accord and Satisfaction

No payment by the Lessee or receipt by the Lessor of a lesser amount than the monthly Rent herein stipulated shall be deemed to be other than on account of the earliest stipulated Rent, nor shall any endorsement or statement or any cheque or any letter accompanying any cheque or payment as Rent be deemed an accord and satisfaction, and the Lessor may accept such cheque or payment without prejudice to the Lessor's right to recover the balance of such Rent or pursue any other remedy in this Lease provided.

14.05 Entire Agreement

This Lease sets forth all the covenants, promises, agreements, conditions and understandings between the Lessor and the Lessee concerning the Leased Premises and there are no covenants, promises, agreements, conditions or representations, either oral or written, between them other than are herein and in the said schedules and rider, if any, set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon the Lessor or the Lessee unless reduced to writing and signed by them.

14.06 No Partnership

The Lessor does not, in any way or for any purpose, become a partner of the Lessee in the conduct of its business, or otherwise, or joint venturer or a member of a joint enterprise with the Lessee.

14.07 Force Majeure

In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lock-outs, labour troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Lease, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. Notwithstanding anything herein contained, the provisions of this Section 14.07 shall not operate to excuse the Lessee from the prompt payment of Gross Rent, Additional Rent or any other payments required by the terms of this Lease, nor entitle the Lessee to compensation for any inconvenience, nuisance or discomfort thereby occasioned.

14.08 Notices

Any notice herein provided or permitted to be given by the Lessee to the Lessor shall be sufficiently given if delivered personally to the Common Clerk, or if transmitted by telecopier or if mailed in Canada, registered and postage prepaid, addressed to the Lessor at: C/O The Common Clerk, The City of Saint John, P. O. Box 1971, 15 Market Square, Saint John, New Brunswick, E2L 4L1, with a copy to Real Estate Services, The City of Saint John, P. O. Box 1971, 15 Market Square, Saint John, New Brunswick, E2L 4L1, and any notice herein provided or permitted to be given by the Lessor to the Lessee shall be sufficiently given if delivered personally to the party being given such notice or to a responsible employee of the party being given such notice, or if transmitted by telecopier or if mailed in Canada, registered and postage prepaid, addressed to the Lessee at the Leased Premises or at its head office at **P. O. Box 6215, Saint John, New Brunswick, E2L 4R7**. Any such notice given as aforesaid shall be conclusively deemed to have been given on the day on which such notice is delivered or transmitted or on the third day that there is postal delivery following the day on which such notice is mailed, as the case may be. Either party may at any time give notice in writing to the other of any change of address of the party given such notice and from and after the giving of such notice the address therein specified shall be deemed to include any request, statement or other writing in this Lease provided or permitted to be given by the Lessor to the Lessee or by the Lessee to the Lessor. If there is more than one party named as Lessee, notice to one shall be deemed sufficient as notice to all.

14.09 Place for Payment of Rent

The Lessee shall pay the Rent. Including all Additional Rent, at the office of the Lessor specified in Section 14.08 or as such place or places as the Lessor may designate from time to time by notice in writing: currently to the Cashier's Office, City Hall, P. O. Box 1971, 15 Market Square, Saint John, New Brunswick, E2L 4L1.

14.10 Approval in Writing

Wherever the Lessor's consent is required to be given hereunder or wherever the Lessor must approve any act or performance by the Lessee, such consent or approval, as the case may be, shall be given in writing by the Lessor before same and shall be deemed to be effective.

14.11 Governing Law

The Lease is to be governed by and construed according to the laws of the Province of New Brunswick.

14.12 Captions and Section Numbers

The captions, section numbers and article numbers appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections or articles or of this Lease, nor in any way affect this Lease.

14.13 Partial Invalidity

If any term, covenant or condition of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease and/or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Lease shall be separately valid and enforceable to the fullest extent permitted by law.

14.14 No Option

The submission of this Lease for examination does not constitute a reservation of or option for the Leased Premises and this Lease becomes effective as a Lease only upon execution and delivery thereof by the Lessor and the Lessee.

14.15 Time To Be of the Essence

Time shall be of the essence of this Lease.

14.16 Quiet Enjoyment

The Lessor covenants with the Lessee for quiet enjoyment.

14.17 Riders and Schedules

Schedules attached hereto form part of this Lease.

14.18 Basement Storage Space

Where the Leased Premises includes any area of basement storage space, notwithstanding any provision herein contained, the Lessee acknowledges and agrees that water and sewer lines are located within the basement area of the Leased Premises and that there is a possibility that water and/or sewage may escape from the lines as a result of breakage, blockage, overflow or other cause, and may cause damage to anything stored in the basement area of the Leased Premises. The Lessee acknowledges and agrees that if it chooses to store anything, whether belonging to it or to others, in the basement area of the Leased Premises, it does so at its own risk and the Lessee hereby agrees to release and indemnify and save harmless the Lessor from and against any and all manner of actions, suits, damages, loss, costs, claims and demands of any nature whatsoever relating to or arising out of breakage, blockage, overflow or other problem of the water or sewage lines.

14.19 Early Termination (Mezzanine Only)

Notwithstanding anything contained to the contrary in this Lease the Lessor and the Lessee agree the demise of the Mezzanine Space shall terminate at 11:59 p.m. local time on June 30, 2012, provided that the Lessor shall give notice of such termination to the Lessee on or before January 1, 2012, provided that:

(a) the purpose of the termination is for Future Development in the City Market (the Future Development);

(b) the Future Development will involve the Mezzanine Space along with other space within the City Market;

(c) the Future Development shall have been approved by Common Council; and

(d) the Lessor shall give notice of such termination to the Lessee on or before January 1, 2012.

14.20 Lessee's Renovation

The Lessor shall, during the first year of the term carry out and complete renovations in accordance with the specifications prepared by Toss Solutions Inc. and approved by the Heritage Planner of The City of Saint John. The said specifications are attached hereto as **Schedule "X".**

SCHEDULE "D"

RULES AND REGULATIONS

1. All loading and unloading of goods shall be done only at such times, in the areas, and through the entrances, designated for such purposes by the Landlord.

2. The delivery or shipping of merchandise, supplies and fixtures to and from the Leased Premises shall be subject to such controls as in the judgment of the Landlord are necessary for the proper operation of the Leased Premises and/or the City Market.

3. All garbage and refuse shall be kept in the kind of containers specified by the Landlord and shall not be burned in or about the Leased Premises.

4. No radio, television, telegraphic or telephone or similar device and no water pipe, gas pipe or electric wire shall be installed or connected without obtaining in each instance the written consent of the Landlord. All such connections shall be installed in accordance with the Landlord's direction and without such direction no boring or cutting for wires or pipes shall be permitted.

5. The Tenant will be required to remain open for business as follows:

   a. Stalls shall be open for business at all times while the market is open to the public.

   b. Year round stands shall be open for business at all times while the market is open to the public.

6. The plumbing facilities shall not be used for any other purpose than that for which they are intended, and no foreign substance of any kind shall be thrown therein, and the expense of any breakage, stoppage or damage resulting from a violation of this provision shall be borne by the Tenant.

7. The Tenant shall use at the cost of the Tenant a **national recognized** pest extermination contractor.

8. The Tenant, its employees or agents, shall not mark, paint, drill or in any way deface any walls, ceilings, partitions, floors, wood, stone or iron without the written consent of the Landlord.

9. Except as permitted in the lease to which these rules and regulations are annexed, the Tenant shall not permit any cooking in the Leased Premises without the written consent of the Landlord.

10. No aisle, sidewalk, entry, passageway, elevator or staircase shall be obstructed or used by the Tenant, its officers, agents, servants, employees, contractors, customers, invitees or licensees for any purpose other than ingress to and egress from the Leased Premises.

11. The Tenant, its officers, agents, servants, employees, contractors, customers, invitees or licensees shall not bring in or take out, position, construct, install or move any safe or other heavy equipment or furniture without first obtaining the consent in writing of the Landlord. In giving such consent, the Landlord shall have the right in its sole discretion, to prescribe the weight permitted and the position thereof, and the use and design of planks, skids or platforms to distribute the weight thereof. All damage done to the City Market by moving or using any such safe, heavy equipment or furniture shall be repaired at the expense of the Tenant. The moving of all equipment and the furniture shall occur

only during those hours when the City Market shall not be open for business or any other time consented to by the landlord.

12. All persons entering and leaving the building in which the Leased Premises are situated must do so during hours the City Market is staffed by City Market employees. The Landlord at its sole discretion may determine the hours the City Market is staffed. Tenants shall register in books if so required by the Landlord when accessing the Market "after Market hours". The Landlord is under no responsibility for failure to enforce this rule.

13. The Tenant shall not place or cause to be placed any additional locks upon any doors of the Leased Premises without the approval of the Landlord and subject to any conditions imposed by the Landlord.

14. No one shall use the Leased Premises for sleeping apartments or residential purposes, or for the storage of personal effects or articles other than those required for the purposes permitted by the lease to which these rules and regulations are annexed.

15. Subject to the Landlord's providing such service, the Tenant shall permit window cleaners to clean the windows of the Leased Premises from time to time and at reasonable times.

16. Any hand trucks, carryalls or similar appliances used in any building in the Shopping Centre shall be equipped with rubber tires, side guards and such other safeguards as the Landlord shall require.

17. No animals or birds shall be brought into the Leased Premises except as permitted by the lease to which these rules and regulations are annexed.

18. Except as permitted in the lease to which these rules and regulations are annexed, the Tenant shall not permit the delivery of any food or beverage to the Leased Premises without the approval of the Landlord.

19. The Tenant shall not solicit business in the common areas or distribute any handbills or other advertising matter in the common areas or in automobiles parked in the parking areas.

20. The Tenant may only sell merchandise that is approved by the Landlord through their lease or otherwise.

21. The Tenant shall not keep or display any merchandise on or otherwise obstruct the common areas adjacent to the Leased Premises.

22. The Tenant shall not use or permit any of the Leased Premises to be used in such a manner as to cause annoying noises or vibrations or offensive odours.

23. The Tenant is responsible to remove garbage from their premises and deliver to the compactor designated by the Landlord and to place the garbage in the compactor.

24. A set of plans must be presented and the approval must be given by the landlord for any improvements or painting, etc. to the stands (including signs).

25. Merchandise, displays, shelves, etc., are not to exceed the height of the bottom meat hook bars on each stand.

26. No solid dividers are to be placed between the top and bottom meat hook bars.

27. Displays underneath the stands must be set up 6" off the floor on legs or wheels so the floor can be swept and washed down properly.

28. Covers are not to be placed over merchandise on stands without the prior approval of the Landlord.

29. Signage is to be in keeping with the historic character of the City Market and must meet the following criteria:

Materials: Wood and metal are considered to be appropriate materials. Plastic may be used provided that it looks like one of the acceptable materials. Internally-illuminated plastic faced box signs will not be acceptable;

Number of Signs: Each tenancy will be permitted one bench-top sign on each bench (7'-0" length), or one projecting sign on each aisle-side that identifies the business by name and type;

Bench-top Signs: These signs are the preferred primary form of signage. They must be located 1to 2 inches above the top rail of the bench, and should display the business name. They will consist of a 8" high by 6'-0" long narrow band of material with the lettering printed, painted, composed of individual raised letters, or lettering cut into the material and painted a contrasting colour. The rear may not be used for signage over another tenancy;

Projecting Signs: Projecting signs may be used and shall be constructed as two-sided signs. They may only be located at a bench post, and must be rigidly fastened in place. They shall be vertical in proportion. The maximum size for projecting signs shall be 18" high x 12" wide. Only one per tenancy per aisle side shall be permitted as Business identifications;

Lighted Signs: Not permitted;

Temporary Signs: Any number of signs advertising goods for sale, specials, etc. shall be permitted. They may not exceed 8.5" x 11" in size, and must not excessively obscure the view through the bench between the first and last rail above the bench.

SCHEDULE "D1"

APPLICATION FOR AGREEMENT

HEAD OFFICE OR PROPRIETOR'S NAME ACCOUNT RECEIVABLE NUMBER

STORE NAME AND NUMBER DATE OF LEASE MONTHLY CHARGES

STORE ADDRESS DATE OF LAST PAYMENT

HEAD OFFICE ADDRESS BANK ACCOUNT NUMBER

TRANSIT NUMBER BANK AND BRANCH

NAME IN WHICH ACCOUNT STANDS IN BANK RECORDS

SIGNING OFFICER SIGNATURE

REQUEST FOR PRE-AUTHORIZED PAYMENTS

I authorize _____ (hereinafter referred to as the "Company") And/or _____to debit the account of the undersigned maintained with the financial institution indicated above, monthly, in accordance with the PAYMENT AUTHORIZATION below, for the purpose of paying monthly rentals as noted above.

"PLEASE ENCLOSE AN UNSIGNED SAMPLE CHEQUE FROM YOUR BANK OR TRUST COMPANY"

AUTHORIZATION TO HONOUR PAYMENTS

NAME OF BANK

_____

ADDRESS

_____

You are hereby requested and authorized to pay and debit my/our account at your office or at another branch of your institution if it is transferred there; all cheques drawn on you on my behalf and made payable to the Company or drawn on you

by_____; and all amounts specified on any magnetic or computer produced paper tapes requesting you to pay the Company or _____.

In consideration of your acting as aforesaid, it is agreed that your treatment of each cheque and/or tape and your rights with respect to it shall be the same as if it were signed by the undersigned personally, authorizing and requesting you to pay and credit such amount to the said Company Debiting my account and failure to pay shall give no liability on your part, regardless of the loss or damage.

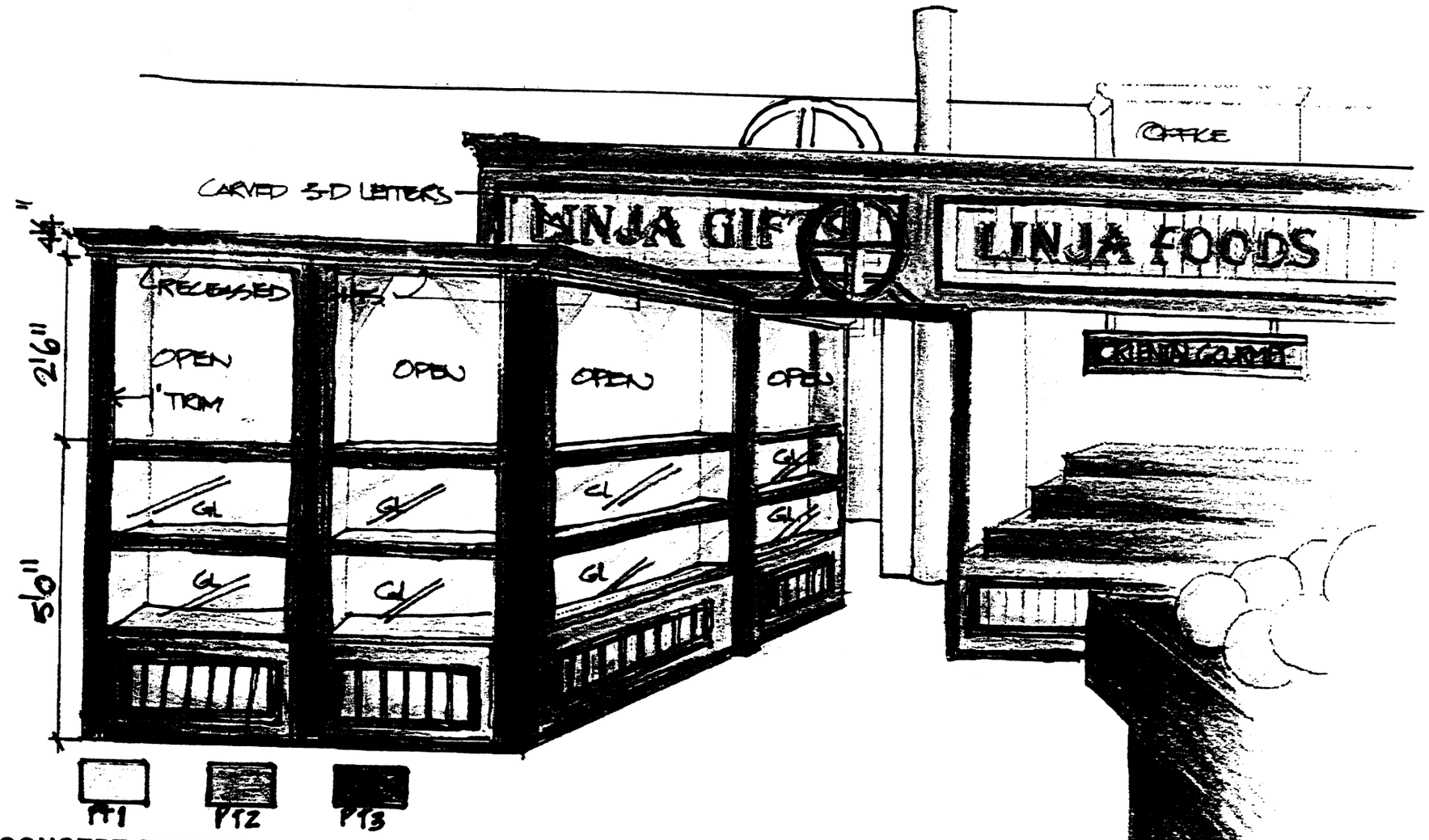
If the financial institution indicated above is not a bank in which THE BANK ACT OF CANADA applies, "cheque" as unused in this authorization shall include an "Order" that would be a cheque within he meaning of section 165 in THE BILLS OF EXCHANGE ACT (CANADA).

Any delivery of this authorization to you will constitute delivery by the undersigned.

(The signature appearing below must be the same as the signature appearing in the signature file of the financial institution identified above.)

DATE: _____

_____
AUTHORIZED SIGNATURE(S)



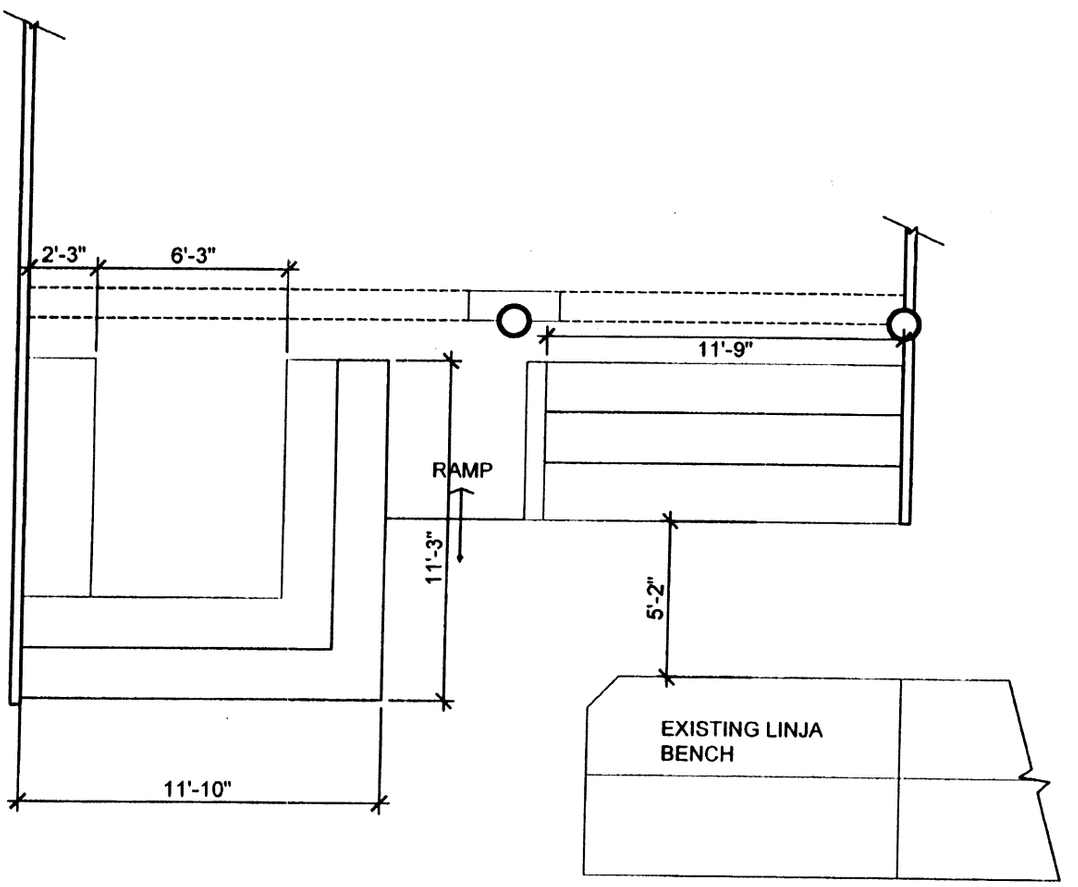
CONCEPT SKETCH

A WELCOME ENTRANCE & NEW DISPLAY PROVIDING BETTER SITELINES & SECURITY



CONCEPT SKETCH
A WELCOME ENTRANCE & NEW DISPLAY PROVIDING BETTER SITELINES & SECURITY

Schedule "X"



TOSS
inc
107 CHARLOTTE STREET
SAINT JOHN NB E2L 2J2
T 506.632.9678 F 506.633.8873

Project
LINJA GIFT SHOP
CITY MARKET

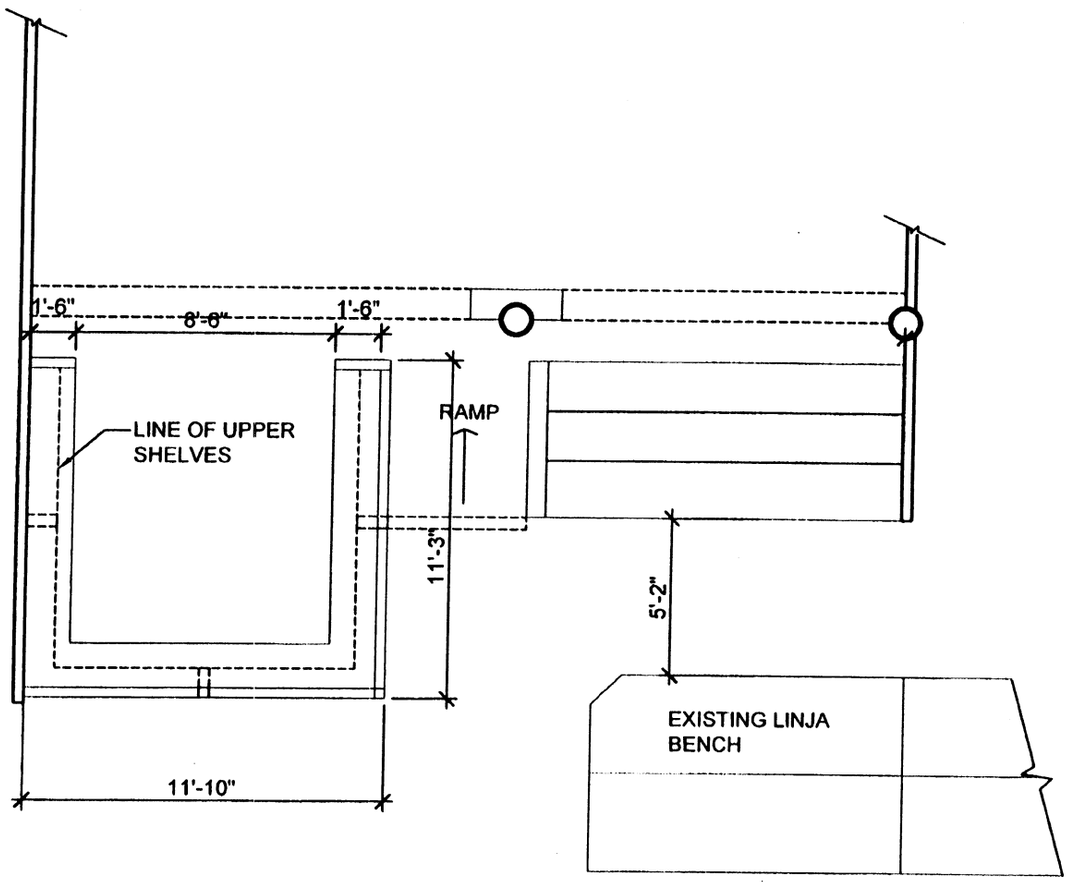
Drawing Title
EXISTING FLOOR PLAN

Date
JAN 08, 2006

Scale
3/16"=1'-0"

Sheet
SK1

Schedule "X"



TOSS
inc
107 CHARLOTTE STREET
SAINT JOHN NB E2L 2J2
T 506.632.9678 F 506.633.8873

Project
LINJA GIFT SHOP
CITY MARKET

Drawing Title
PROPOSED FLOOR PLAN

Date
JAN 08, 2006

Scale
3:16" = 1'- 0"

Sheet
SK2

Schedule "X"

05-28
City of Saint John-Linja Gifts
Proposed Finishes

PAINT			
PT1	BENJAMIN MOORE	HC-93 CARRINGTON BEIGE	
PT2	BENJAMIN MOORE	HC-28 SHELBURNE BLUFF	
PT3	BENJAMIN MOORE	CC-64 BONAPARTE	[redacted]

BY-LAW NUMBER C-1
A BY-LAW RELATING TO THE MARKET IN THE CITY OF SAINT JOHN

Be it enacted by the Common Council of The City of Saint John as follows:

A By-law of the City of Saint John entitled "A By-law Relating to the Market In The City of Saint John", enacted on the 18th day of May, A.D. 2005 is hereby amended as follows:

1 Amending Section 5(2) by adding the following immediately after subsection 5(2)(n):

(o) Stalls 6&7

IN WITNESS WHEREOF The City of Saint John has caused the Common Corporate Seal of the said City to be affixed to this by-law the __ day of September A.D. 2007 and signed by:

ARRÊTÉ NUMÉRO C-1
ARRÊTÉ CONCERNANT LE MARCHÉ DE THE CITY OF SAINT JOHN

Le conseil communal de The City of Saint John édicte:

L'arrêté intitulé "Arrêté concernant le marché de The City of Saint John" décrété le 18 mai 2005, est modifié comme suit:

1 La modification du paragraphe 5(2) par l'adjonctin de ce qui suit immédiatement après l'alinéa 5(2)(n):

(o) Kiosques 6&7

EN FOI DE QUOI The City of Saint John a fait apposer son sceau communal sur le present arrête le __ septembre 2007, avec les signatures suivanted:

_____
Mayor/Maire

_____
Common Clerk/Greffier communal

First Reading	- August 27, 2007	Première lecture	-27 aout, 2007
Second Reading	- August 27, 2007	Deuxième lecture	-27 aout, 2007
Third Reading	-	Troisième lecture	-

August 24, 2007

Your Worship and Councillors:

SUBJECT: **Fundy View Gardens Subdivision**
1967 Manawagonish Road

The Planning Advisory Committee considered the attached report at its August 21, 2007 meeting. The Developer, Stillmen Wilcox, appeared before the Committee in support of the application and staff recommendation. Mr. Melvin Mawhinney of 8 Day Drive also appeared before the Committee with regards to clarification on the proposed distance between the closest townhouse building to his property.

After a discussing the matter of the requested temporary turnaround and potential for future development, the Committee resolved to adopt the staff recommendation, which is set-out below for your convenience.

The Committee also approved the proposed private courts as recommended, as well as approved the names of some of the proposed courts (further street name approvals are expected to occur at a later Committee meeting).

RECOMMENDATION:

1. That Common Council assent to one or more subdivision plans, in one or more phases, in general accordance with the attached photo-reduced *revised* Fundy View Gardens Subdivision tentative plan, including the proposed new public street (and extension), and any necessary municipal services and public utility easements.

2. That Common Council authorize the preparation and execution of one or more City/Developer Subdivision Agreements to ensure provision of the required work and facilities, including detailed site and drainage plans for the approval of the Chief City Engineer.

3. That Common Council authorize cost-sharing outside of the limits of the proposed subdivision in accordance with Section 26 of the Subdivision By-law.

Respectfully submitted,

Stephen Cronk
Vice-Chairman

DATE: AUGUST 17, 2007

TO: PLANNING ADVISORY COMMITTEE

FROM: PLANNING AND DEVELOPMENT

FOR: MEETING OF AUGUST 21, 2007

Mark O'Hearn
Planning Officer

SUBJECT:

Name of Applicant:	Fundy View Estates Inc.
Name of Owner:	Fundy View Estates Inc.
Location:	1967 Manawagonish Road (File)
PID:	55166177 (portion thereof)
Municipal Plan:	Low Density Residential
Zoning:	"TH" Townhouse & "R-1A" One Family Residential
Proposal:	To carryout a townhouse development along a public and private streets.
Type of Application:	Subdivision and Variances that would:

(a) Reduce the minimum side yard requirement of 3 metres (10 feet) to approximately 1 metre (3.3 feet) or greater; and

(b) Allow two dead-end streets with one having a temporary gravel turnaround.

JURISDICTION OF COMMITTEE:

The Act authorizes the Committee to advise Common Council on subdivision developments, including the assent of streets and public easements, authorization of City/Developer Subdivision Agreements, and cost-sharing outside the limits of a subdivision.

The Act also authorizes the PAC to grant reasonable variances from the requirements of the Zoning and Subdivision By-laws. Conditions can be imposed by the Committee.

Finally, the Subdivision By-law authorizes the Committee to approve lots abutting accesses other then public streets when advisable for the development of land, and the approval of new street names.

STAFF RECOMMENDATION TO COMMITTEE:

1. That Common Council assent to one or more subdivision plans, in one or more phases, in general accordance with the attached photo-reduced *revised* Fundy View Gardens Subdivision tentative plan, including the proposed new public street (and extension), and any necessary municipal services and public utility easements.

2. That Common Council authorize the preparation and execution of one or more City/Developer Subdivision Agreements to ensure provision of the required work and facilities, including detailed site and drainage plans for the approval of the Chief City Engineer.

3. That Common Council authorize cost-sharing outside of the limits of the proposed subdivision in accordance with Section 26 of the Subdivision By-law.

4. That the Planning Advisory Committee grant the following variances from the requirements of the Zoning and Subdivision By-laws that would:

    (a) Reduce the minimum side yard requirement of 3 metres (10 feet) to approximately 1 metre (3.3 feet) or greater as generally illustrated on the submitted tentative subdivision plan; and

    (b) Allow a dead-end street (Seaspray Drive) with a temporary gravel turnaround until such time the street is extended, and allow Jennifer Street to remain with a permanent dead-end terminus.

5. That the Planning Advisory Committee approve the private courts for the proposed townhouse development on the following conditions:

(a) The private courts must be constructed in accordance with detailed engineering plans, approved by the Chief City Engineer, illustrating an asphalt surface and concrete curbing, municipal services, underground public utilities, and any necessary street lighting; and

(b) The subdivision plan and individual deed for all the proposed lots abutting private lanes must indicate that these are private accesses that will not be maintained by the City of Saint John.

6. That the Planning Advisory Committee approve the new street names "Stacey Court" and "Julie Court."

BACKGROUND:

On June 17, 2003 the Planning Advisory Committee favourably considered a rezoning and subdivision application by the Developer (Fundy Project Management Inc. now known as Fundy View Estates Inc.) seeking permission to undertake a subdivision development consisting of one and two-family dwellings and townhouses. On July 7, 2003 Common Council gave third reading to the requested rezoning and provided all the necessary assents and approvals for the overall subdivision development.

On August 12, 2003 the Committee favourably considered a further subdivision application by the Developer with respect to the townhouse development (see attached tentatively approved Seaview Garden Homes plan). The Committee approved the proposed private lanes, and Common Council later assented to the subdivision with all the necessary approvals.

On April 17, 2007 the Committee considered a further rezoning and subdivision application involving the subject area. This application sought approval to develop 40 townhouse units contained in 7 buildings along a public and private streets (see attached previous Fundy View Gardens Subdivision plan). There were two townhouse buildings proposed along an extension of Jennifer Street that was not included in the original development plan for this portion of the subdivision project. This area was requested to be rezoned by the Developer from "R-1A" One Family Residential to "TH" Townhouse. In addition, the plan proposed to connect the townhouse development to Jennifer Street. This was a significant concern for residents in the developing Fundy View Estates Subdivision.

In light of the various concerns raised by area residents, the Committee resolved to deny this application. Later Common Council gave first and second reading to the rezoning, but requested that City staff and the Developer meet with residents to resolve the concerns raised by the proposal. After further discussion with staff and the residents the Developer has decided to amend the development plans in a manner that reduces the number of townhouse units and

eliminates the connection to the Fundy View Estates Subdivision (see attached revised Fundy View Gardens Subdivision plan). The revised proposal does not require rezoning.

INPUT FROM OTHER SOURCES:

Municipal Operations and Engineering has provided the following comments:

(a) Municipal services can be provided in order to service the proposed lots.

(b) The proposed streets are acceptable. Engineering plans will be required to ensure that they are properly constructed.

(c) The Developer must provide a drainage study/plan for Building Blocks "A" & "B" to ensure surface drainage does not adversely affect the existing homes to the south along Day Drive.

(d) A municipal services easement must be shown for the water sewer mains connecting Seaspray Drive and Jennifer Street.

(e) A permanent cul-de-sac should be constructed at the end of Seaspray Drive. The temporary turning circle as shown is not acceptable as the adjacent property is not owned by Fundy View Estates Inc.

Building and Technical Services has no concerns with regards to this application.

Saint John Energy has overhead facilities along Manawagonish Road. An extension of facilities may be required in order to service the proposed lots, and such extension would be at the Developer's cost. Easements will be required in order to provide underground utilities to the proposed townhouses.

Aliant Telecom and **Rogers** have been advised of this proposal.

Maritimes & Northeast Pipeline has no concerns with regards to this proposed townhouse project.

Fire Department has provided the following comments:

(a) Fire separation with the building units must satisfy the requirements of Fire Walls and Party Walls as stipulated in Section 9.10.11 of the National Building Code of Canada 1995.

(b) Fire separation between buildings must satisfy the requirements of Section 9.10.14.11 & 9.10.14.12 of the National Building and Fire Codes of Canada 1995.

(c) Hydrants must be extended in accordance with the policy adopted by Saint John Water.

(d) The street network must adhere to the National Building Code Standard 3.2.5.6 (Access Route Design). Saint John Fire Department reserves the right to accept any turnaround as requested by the Developer. A site assessment will be required for the purposes of determining whether fire apparatus can turn in any of the proposed areas.

Saint John Transit provides significant service along Manawagonish Road, and has no concerns with respect to this proposed housing project.

N.B. Department of Transportation has no concerns regarding the rezoning of the subject property and proposed townhouse development.

School Board has been advised of this proposal.

ANALYSIS:

Subject Property and Neighbourhood

The subject property is situated on the south side of Manawagonish Road in West Saint John (see attached location map). The subject site has an area of approximately 2.4 hectares (5.9 acres). The property has remained an open field that slopes away from Manawagonish Road.

The former Anchor Light Motel is situated immediately to the northwest at 1989 Manawagonish Road (shown as Lot 03-1 on the submitted revised plan). The large adjacent property also contains dwelling and several barns. To the west is a large pasture. Directly across the street (Manawagonish Road) is a tall cellular tower. To the north and northeast are various light industrial businesses. To the south is the developing Fundy View Estates subdivision, which presently consists of two public streets (Day Drive and Jennifer Street) and approximately sixteen (16) one-family residential lots.

Revised Townhouse Development Proposal

A further application has been received from the Developer now seeking permission to construct 30 townhouse units in 5 buildings along a public and private streets (see attached revised Fundy View Gardens Subdivision plan). This plan also illustrates a new one-family building lot (Lot 07-27) at the end of the proposed public street (Seaspray Drive).

By way of background, the City in 2003 approved a proposed townhouse development adjacent to Manawagonish Road that was to be known as Seaview Garden Homes (see attachments). Earlier that same year Common Council rezoned the subject area to "TH" Townhouse (as well as a large area adjacent to the Saint John Throughway).

This previously proposed townhouse development was to consist of 5 buildings with a total of 22 units. Four of these buildings would access private streets (Stacy, Nichole, Niomi and Julie Courts). A central cul-de-sac public street (Seaview Street) would provide access to the fifth building, as well as provide a means of access to Manawagonish Road for the private courts. While the Developer has proceeded with the Fundy View Estates Subdivision located behind the subject area, the anticipated townhouse project has not yet been undertaken. The Developer has indicated that the original proposal is not financially viable.

Earlier this year a further tentative subdivision plan was considered (see previous Fundy View Gardens Subdivision plan). This plan was somewhat similar to the originally approved plan in that the project would have still consisted of a public street with private courts, but while there would still be 5 buildings in the original development area 30 townhouse units would constructed instead of 22 units.

The plan also proposed to construct a public street (Seaspray Drive) that would provide a secondary connection for the developing Fundy View Estates Subdivision to Manawagonish Road. Jennifer Street would have been further extended, in the future, over Lot 03-1 (subject to private land negotiations).

In addition to the original development area, the Developer was also requesting to construct two further buildings (Building Blocks "F" & "G") that would have created 10 more townhouse units along the west side of Jennifer Street (extension). This portion of the development site required rezoning from "R-1A" One Family Residential to "TH" Townhouse.

As mentioned in the *Background* section of this report, this proposal was denied by the Planning Advisory Committee due to concerns raised by area residents. Notwithstanding, Common Council gave first and second reading to the requested rezoning, but requested City staff and the Developer to meet with residents in order to resolve their concerns.

Since that time the Developer has decided to further revise the proposal in a manner that reduces the number of townhouse buildings and thereby avoids the necessity of rezoning, as well as eliminate the proposal to connect Jennifer Street (Fundy View Estates Subdivision) to Seaspray Drive (Fundy View Gardens Subdivision).

Consideration of the Requested Variances

The revised tentative plan avoids some of the variances originally sought by the Developer. Still necessary, however, is a reduced side yard of 1 metre (3.3 feet) or greater. Like most grouped townhouse projects, the property boundaries have been placed closely around the buildings with the amenity spaces being contained in Trustee areas. The actual distance between the buildings and overall property boundary exceeds the minimum yard requirement. Therefore this variance can still be recommended for approval.

The Subdivision By-law allows for new streets (or extensions) to be constructed with a dead-end terminus, if in a future phase the subdivision (i.e., street) will be further extended in a manner that provides for a secondary access (i.e., connection to another street). In this case the street (Seaspray Drive) is anticipated to be extended, but the Developer has felt it inappropriate to submit any plans about the future development since the land negotiations are still ongoing with the property owners. Therefore, the Developer is seeking a variance from the requirements of the Subdivision By-law to allow for the creation of a temporary gravel turnaround at the end of Seaspray Drive.

Municipal Operations and Engineering could support the provision of a temporary gravel turnaround for Jennifer Street extension as it was expected in the future that the adjoining Lot 03-1 would be further developed (likely with additional townhouse). If not, there was opportunity to construct a permanent turnaround, if necessary, within the proposed public right-of-way and/or adjoining Trustee Lands. To insist on a permanent turnaround, in light of the future development potential of the area, was not recommended at that time.

However, Engineering does not support the proposed temporary turnaround for the revised plan. The primary concern is that there is no real indication when Seaspray Drive will be further extended. As noted on the tentative plan this street would likely be extended west onto the adjoining Carvell Property (and/or possibly towards Manawagonish Road through Lot 03-1). Since there has been no indication when such a future phase of the development would occur, and given the different landownership, Engineering can now only support the construction of a permanent turnaround. With regards to the construction of the turnaround Engineering has also mentioned that the turnabout would need to be placed at the end of the proposed street as required by the Subdivision By-law.

Notwithstanding these concerns, earlier this year City staff (Planning and Engineering) did support the approval of a very similar temporary turnaround when Jennifer Street was proposed to be extended. While the Developer had a business relationship with the adjacent landowners there were no plans provided for the future extension of Jennifer Street. Furthermore, the proposed gravel turnabout was even smaller in diameter than proposed. In light of the previous position the necessary variance to allow for the new proposed turnaround can also be recommended for approval.

The revised plan would also vest a 9.3 metre (30.5 foot) extension to Jennifer Street right-of-way. This street was originally planned to be further extended towards Manawagonish Road. The revised plan would have it developed with a permanent dead-end terminus. Given its short length Municipal Operations and Engineering has no concerns. Approval of this variance can also be recommended.

Provision of Street Work and Facilities

The Developer will be responsible to construct the proposed new streets with an asphalt surface and concrete curbing. Municipal services will need to be extended, and public utilities are required to be provided via an underground conduit system. There will also be a requirement for necessary street lighting.

The Developer is requesting that the proposed courts be developed as private accesses. This was previously requested with the original townhouse project, and the same conditions requiring that these courts to be paved and enclosed with concrete curbing has been recommended. The subdivision plan and deed to these abutting lots will also need to clearly indicate that these courts will not be maintained by the City of Saint John.

The recommendation includes all the necessary assents and approvals for the proposed development. As part of the work required by the Developer will be to ensure proper drainage of the development site, especially in the vicinity of Building Blocks “A” & “B” where a noticeable grade change exists in behind the residential properties.

Land for Public Purposes

The overall tentative approval plan for the subdivision provided for a significant Land for Public Purposes dedication towards the southern portion of the original property (see attachments). This dedication represents approximately 16 percent of the overall development area including the townhouse area. Common Council has already assented to this dedication, which will be acquired as future phases of Fundy View Estates Subdivision is undertaken. It is expected that there will still be a substantial credit that could be used by the Developer if development proceeds onto the adjoining land to the west.

Street Naming

The requested street names “Stacey Court” and “Julie Court” are sufficiently different in sound and spelling from other existing street names in the Saint John area. However, the other names “Naomi Court” and “Seaspray Drive” are not acceptable. At the time of preparing this report the

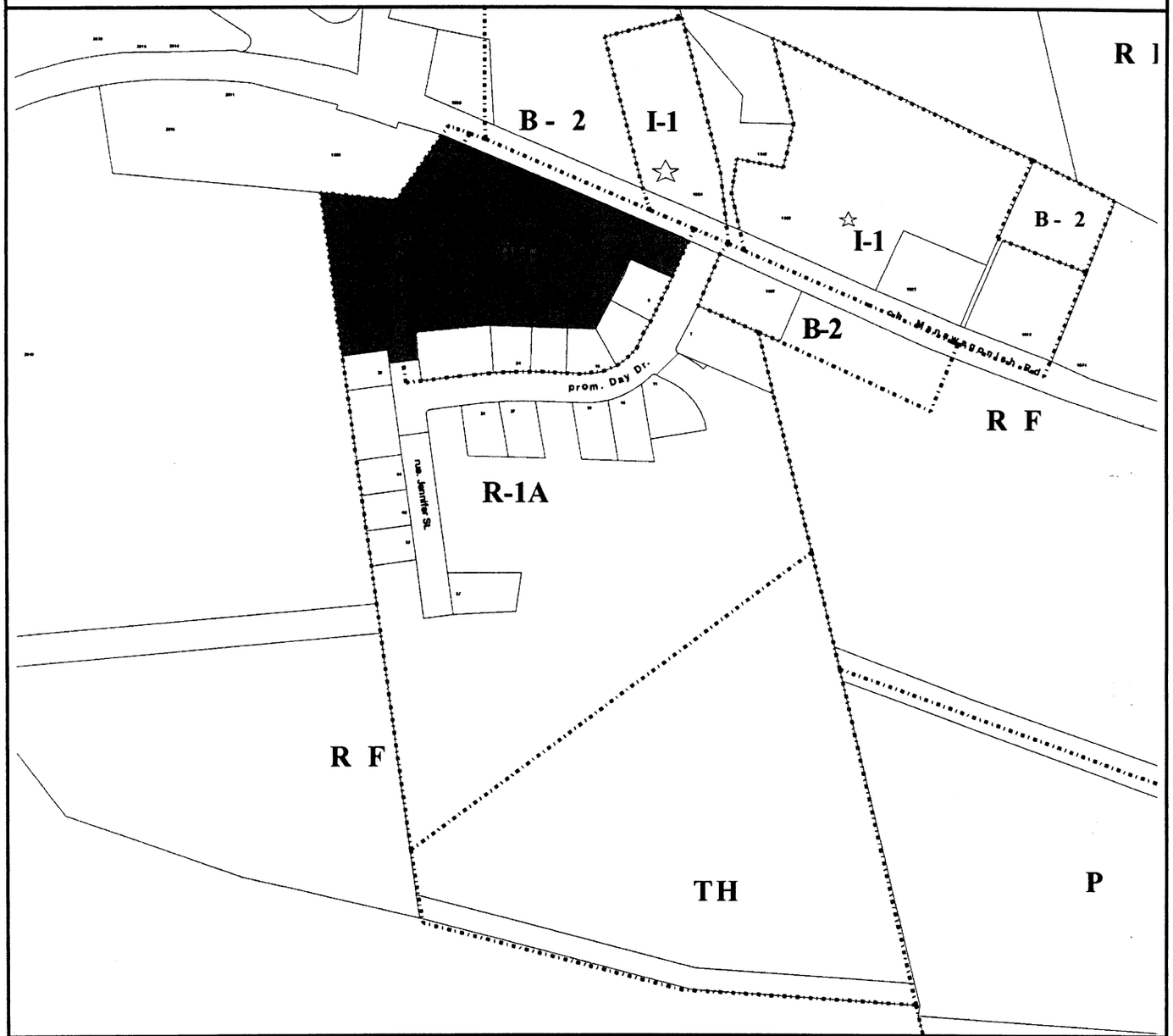
Developer had still not yet submitted more suitable names for approval. It is hoped that such names will be provided before the meeting. If not this matter can be considered later by the Committee.

CONCLUSION:

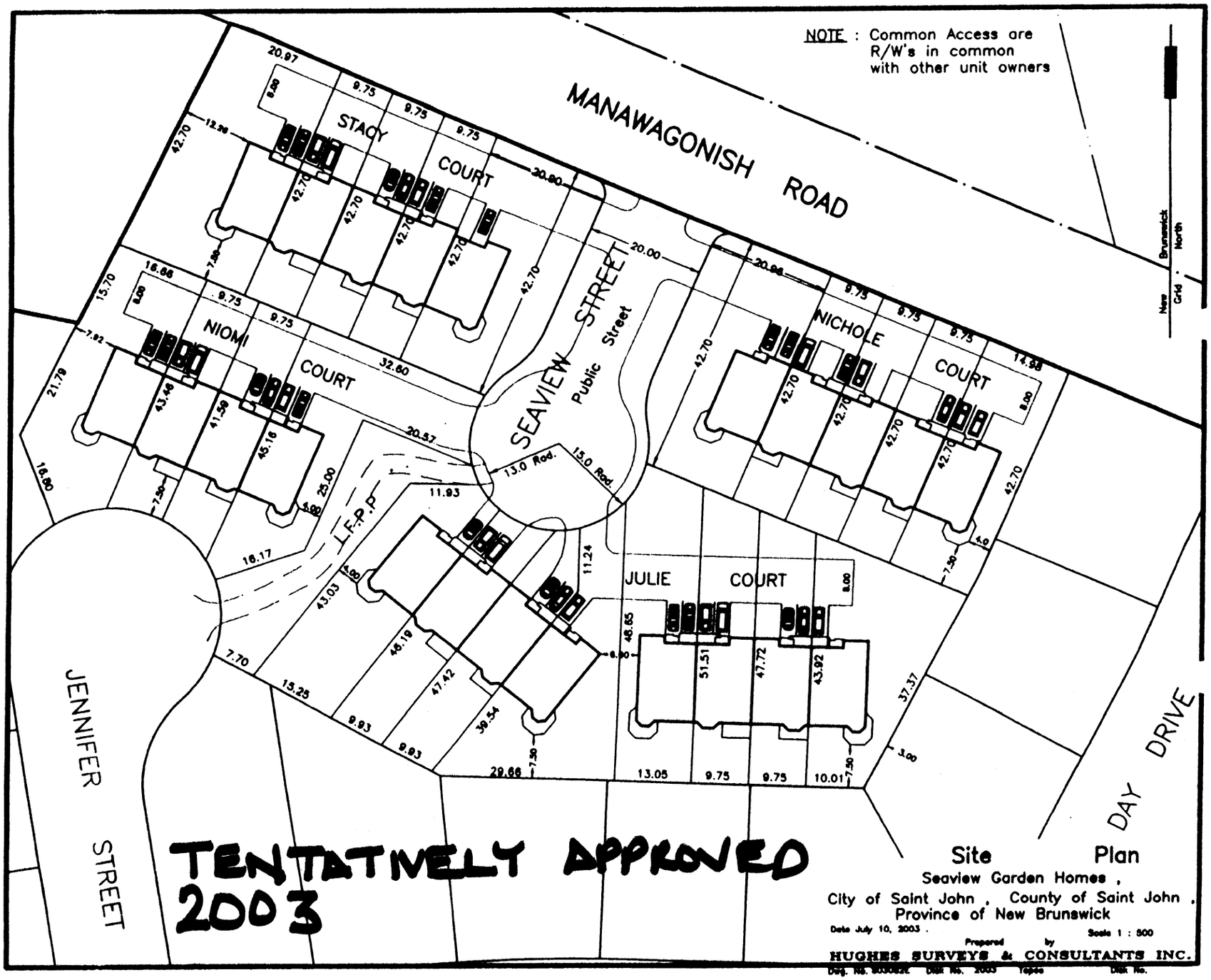
The Developer is seeking permission to undertake a townhouse development on the subject area. The revised plan attempts to address the concerns raised by residents with regards to a similar proposal considered earlier this year. The requested variances required for this revised proposal are considered reasonable. All the necessary assents and approvals have been included in the recommendation for this revised townhouse project. A further report will be necessary with respect to the naming of some of the proposed streets.

MRO
Project No. 07-321

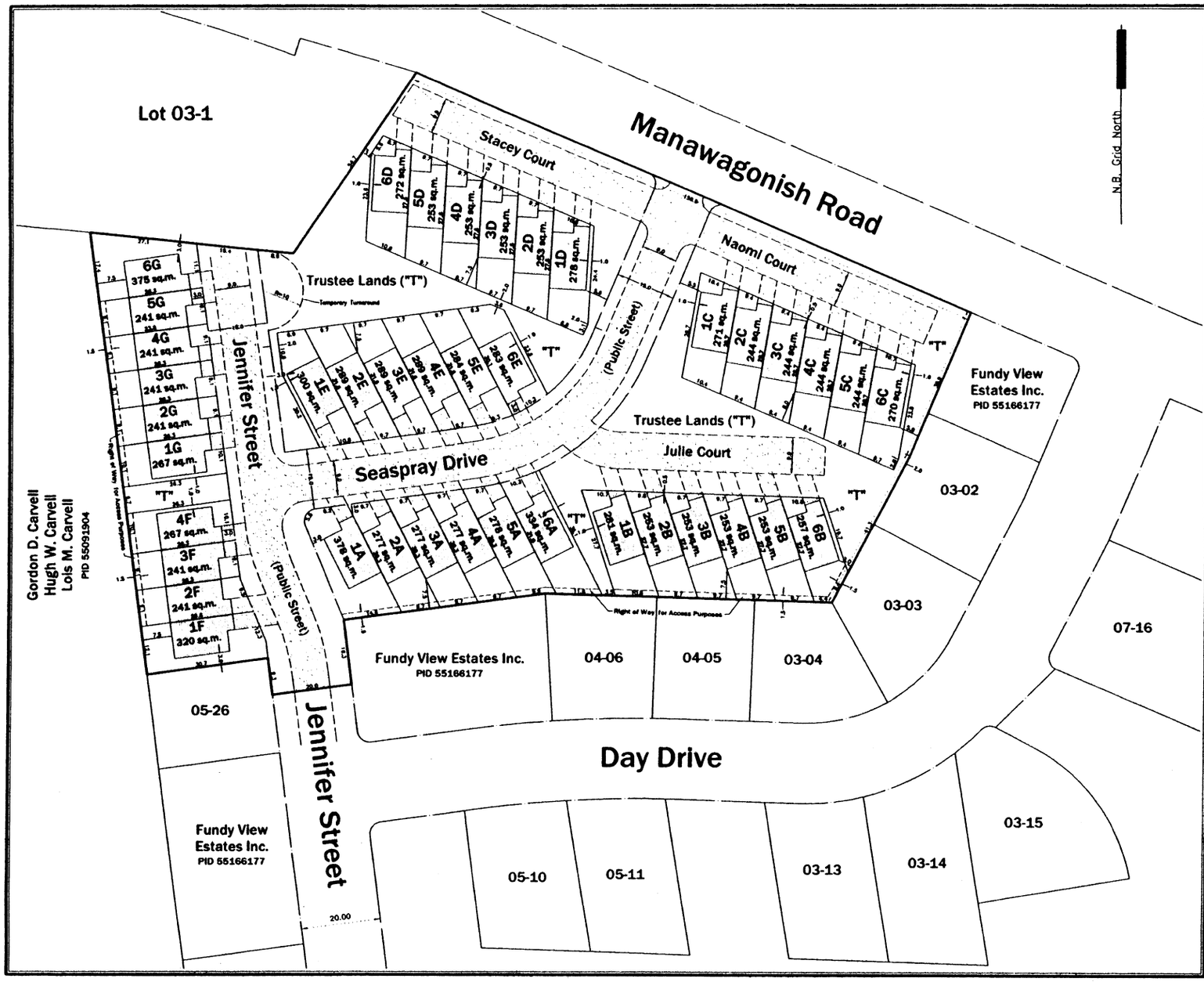
PLANNING AND DEVELOPMENT/URBANISME ET DÉVELOPPEMENT

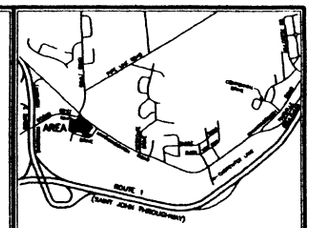


Subject Site/site en question:	PID(s)/NIP(s): 55166177 (portion thereof / partie du)
Location: 1967 Manawagonish Rd./ch. Manawagonish	
Date: March/mars 19, 2007	
Scale/échelle: Not to scale/Pas à l'échelle	


NOTE : Common Access are R/W's in common with other unit owners
MANAWAGONISH ROAD
STACY COURT
NIOMI COURT
NICHOLE COURT
JULIE COURT
SEAVIEW STREET
Public Street
I.F.P.
JENNIFER STREET
DAY DRIVE
New Brunswick North Grid
TENTATIVELY APPROVED
2003
Site Plan
Seaview Garden Homes ,
City of Saint John , County of Saint John ,
Province of New Brunswick
Date July 10, 2003 .
Scale 1 : 500
Prepared by
HUGHES SURVEYS & CONSULTANTS INC.
Dwn. By B.S.M.
Job No. Y3082-R
Map Ref. 0/01-230,NW

T-0169





Key Plan
Scale = 1:25,000

LEGEND:
- ●SMF – Standard survey marker found
- ⊙SMS – Standard survey marker set
- ●RBF – Round iron bar found
- ■IBF – Square iron bar found
- OIPF – Iron pipe found
- OCALC – Calculated point
- ▲NBCM – N.B. Co-ordinate Monument
- sq.m. – Square metres
- A – Arc R – Radius
- Rad.Pt. – Radius point
- ℄ – Centreline
- Line not to scale
- Fence
- PID – Parcel identifier number
- Adj – Adjusted network
- (67) – Tabulated co-ordinate reference

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

Tentative Plan
Fundy View Gardens Subdivision
City of Saint John, Saint John County, N.B.

0 5 10 15 20 25 metres 50
Scale = 1:500

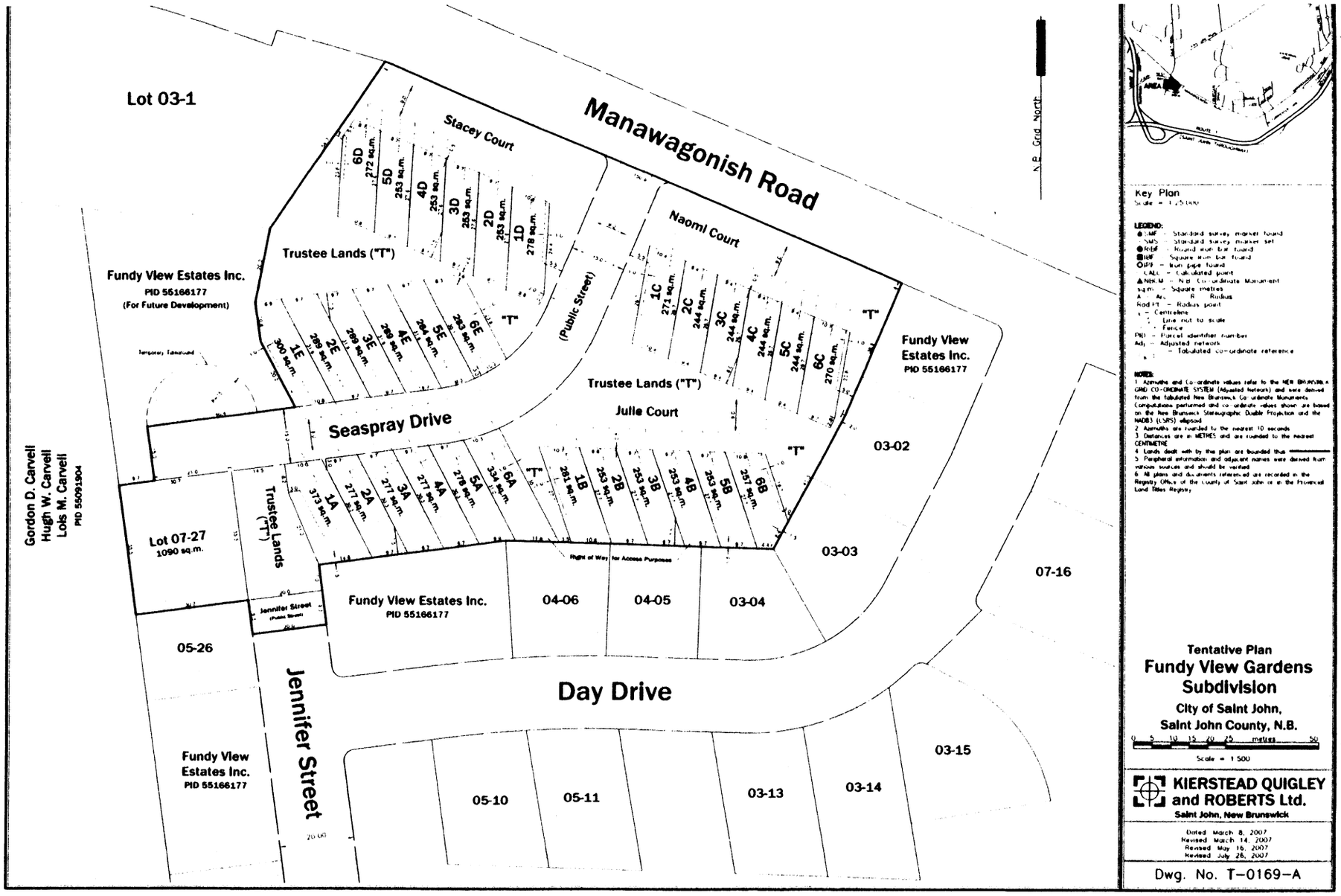
KIERSTEAD QUIGLEY and ROBERTS Ltd.
Saint John, New Brunswick

Dated: March 8, 2007
Revised: March 14, 2007
Revised: May 16, 2007

Dwg. No. T-0169-A

PREVIOUS PLAN - APRIL 17, 2007

T-01



Key Plan
Scale = 1:5,000

LEGEND:
- ● CMF – Standard survey marker found
- ○ SMS – Standard survey marker set
- ● RIBF – Round iron bar found
- ■ IBF – Square iron bar found
- ○ IPF – Iron pipe found
- CALC – Calculated point
- ▲ NAD 83 – N.B. Co-ordinate Monument
- sq.m. – Square metres
- A – Arc
- R – Radius
- Rad Pt – Radius point
- ℄ – Centreline
- – Line not to scale
- – Fence
- PID – Parcel identifier number
- Adj. – Adjusted network
- – Tabulated co-ordinate reference

NOTES:
1 Azimuths and Co-ordinate values refer to the NEW BRUNSWICK GRID CO-ORDINATE SYSTEM (Adjusted Network) and were derived from the tabulated New Brunswick Co-ordinate Monuments. Computations performed and co-ordinate values shown are based on the New Brunswick Stereographic Double Projection and the NAD83 (CSRS) ellipsoid
2 Azimuths are rounded to the nearest 10 seconds
3 Distances are in METRES and are rounded to the nearest CENTIMETRE
4 Lands dealt with by the plan are bounded thus
5 Peripheral information and adjacent names were derived from various sources and should be verified
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Tentative Plan
Fundy View Gardens Subdivision
City of Saint John,
Saint John County, N.B.

0 5 10 15 20 25 metres 50
Scale = 1:500

KIERSTEAD QUIGLEY and ROBERTS Ltd.
Saint John, New Brunswick

Dated March 8, 2007
Revised March 14, 2007
Revised May 16, 2007
Revised July 26, 2007

Dwg. No. T-0169-A

REVISED PLAN - JULY 26, 2007

The City of Saint John

13.1

August 27, 2007

His Worship Mayor Norman McFarlane
And Members of Common Council

Your Worship and Councillors:
RE: Proposed Governance System

BACKGROUND

On Monday August 20, 2007 Common Council, meeting in Committee of the Whole, received a report from staff regarding a proposed new governance model for the City of Saint John.

At the meeting questions were raised regarding an implementation date for the new system prior to the May, 2008 municipal elections. This request arose from a desire to have the new system firmly embedded prior to the new municipal council coming into office. Implementation options have been reviewed and a proposed plan has been prepared for Council's consideration.

IMPLEMENTATION PLAN:

If Common Council is supportive of the new governance system as presented in the staff report then implementation could commence in January of 2008. The implementation process would consist of two phases.

Phase One:

In the first phase of implementing the system Council members will be appointed to the four Standing Policy Committees as of January 1, 2008. The committees would be responsible for developing plans to address the mandate of the committee. This would require staff support and involve some level of community consultation (will vary by committee). These plans would require Council approval before any actions could commence. As was noted on Monday evening this is a key first step to ensure that the work of all committees is aligned and supportive of the overall direction of the City. It also facilitates the delegation of administration of these plans by Council to the various Standing Policy Committees.

The development of plans for each Standing Policy Committee is a major step in the success of implementing this new governance model. These plans should be submitted to Common Council for approval by April 15, 2008. During this planning phase it is recommended that the committees pick a meeting chair at each of their meetings rather than appointing permanent chairs.

In addition to the development of these plans the Standing Policy Committees would also be open to on-going input from the general public regarding their issues and concerns. This type of input will greatly assist the Committees in the formulation of plans associated with their mandates.

There are a number of other procedural type recommendations in the staff report (timing of Council kit distribution, handling of general correspondence) that should be implemented as of January 1, 2008.

Phase Two:

Following the Municipal Election in May the new Procedural By-Law would come into effect in full and the standing committees would start to work on the actions associated with their plans at that time. This would also be the appropriate time to review the current Agencies, Boards, Commissions and existing Council Committees to determine their relevance or continued need under the new governance model.

NEXT STEPS:

Before any more work can be completed Common Council needs to have a detailed discussion regarding the new governance system. There are a number of key decisions which must be made by Council if we are to proceed with the implementation plan.

- Council must reach satisfaction that the proposed governance system is an improvement over their existing process and if so a Council must make a decision to approve the new system.

- Council must consider and make decisions on various process and structural components of the new governance system. The report presented to Council contains a significant amount of detail on the structure of the new system all of which must be fully understood before determining how to proceed.

These two steps must be completed by **September 30, 2007** to accommodate the Implementation Plan.

- Council must agree on the mandates for the four Standing Policy Committees. Staff will be in a position to make recommendations in this regard once the Citizen's Advisory Committee has completed their work on the Community Vision and Goals. We would expect that the Vision 2015 Committee will be able to have a recommendation for Council by **October 15, 2007**.

- The new Procedural By-law provisions need to be drafted for consideration by Council. The By-law should be prepared so that it can be adopted by **December 1, 2007**.

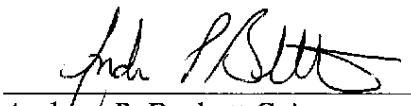
- Public Education needs to be undertaken with regards to the new system. The most important thing here will be to have clear and concise information available to the public that explains how they can get an issue addressed by Council and how they can interact with Council on any particular matter. This education process should take place during the months of **November and December, 2007**.

RECOMMENDATION:

That Common Council endorse the Implementation Plan for the new Governance System as outlined in this report and;

That Common Council schedule a special meeting on Tuesday, September 4, 2007 at 5:00 pm to further consider the process and structural components of the new governance system with the intention of moving forward with the decision making steps detailed in this report.

Respectfully submitted,



Andrew P. Beckett C.A.
Deputy City Manager
Programs & Priorities

Councillor Glen Tait
Chair – Vision 2015 Steering Committee

BRUNSWICK PIPELINE
An Emera Company

40 WELLINGTON ROW
2ND FLOOR
SAINT JOHN, NEW BRUNSWICK
CANADA E2L 3H3

Office: 506.693.9148
Fax: 506.693.8929
www.brunswickpipeline.com

15.1

HAND DELIVERED

August 20, 2007

Mayor Norm McFarlane and
Members of Saint John Common Council
Common Clerk's Office
8th Floor, City Hall
P.O. Box 1971
Saint John, NB E2L 4L1

Your Worship and Councillors:

RE: Brunswick Pipeline Request to Present to Common Council

As part of our efforts to keep the community and key stakeholders up-to-date with our activities, Brunswick Pipeline hereby requests an opportunity to present an update to Saint John Common Council on the status of our pipeline project.

If possible, we request the date of Monday, September 10, 2007 as our President, Robin McAdam, will be in Saint John. However, if this date is not acceptable please suggest an alternative.

Thank you in advance for your consideration, and I look forward to your response.

Thank you,

Susan D. Harris

Susan Harris
Community Relations Manager
Brunswick Pipeline

cc: His Worship, Mayor Norm McFarlane