

AGENDA REGULAR MEETING OF FREDERICTON CITY COUNCIL

Date: **Monday, April 28, 2025, 7:30 p.m.**
Location: **Council Chamber and Via Web Conferencing**

1. CALL TO ORDER

2. MOMENT OF REFLECTION

I acknowledge that this meeting of Fredericton City Council is taking place on traditional Wolastoqey territory. The territory of the Wolastoqiyik people are recognized in the Peace and Friendship Treaties to establish an ongoing relationship of peace, friendship and mutual respect between equal nations. The river that runs through our City is known as the Wolastoq, along which live the Wolastoqiyik, “the people of the beautiful and bountiful river.”

- Poem by Fawn Parker, City of Fredericton Poet Laureate

3. APPROVAL OF AGENDA

4. CONFLICT OF INTEREST DECLARATIONS

5. CONSENT AGENDA

5.1 MMIWG2S+ Awareness Day Proclamation (Red Dress Day) (May 5, 2025)

- Recommendation: Receive and place on file

5.2 National Day of Mourning Proclamation (April 28, 2025)

- Recommendation: Receive and place on file

5.3 Public Hearing Date – 642-652 Union Street, 808 Saint Mary’s Street and 224 York Street

- Recommendation: As outlined within the report

5.4 Royal Canadian Artillery School (RCAS) Training and License Agreement

- Recommendation: As outlined within the report

5.5 By-law Officer Appointment - Hartley Michael McCutcheon

- Recommendation: As outlined within the report

5.6 By-law Officer Appointment - Chris Davis

- Recommendation: As outlined within the report

5.7 Term Extension for Community Safety Taskforce

- Recommendation: As outlined within the report

ECONOMIC PROSPERITY AND GROWTH PLANNING REPORT

5.8 Fredericton Affordable Housing Committee Terms of Reference

- Recommendation: As outlined within the report

COUNCIL-IN-COMMITTEE REPORTS

5.9 Serving Agreement Westwood Drive – Maple Leaf Homes

- Recommendation: As outlined within the report

5.10 Acquisition of a Portion of 20 Patience Lane for Right of Way Purposes

- Recommendation: As outlined within the report

6. PRESENTATIONS

6.1 Presentation of Birch Bark Display Case for the Wampun Belt

7. THIRD READING OF BY-LAWS

7.1 By-law L-11.181 – Stop-Up and Close a Portion of York Street (No longer Required as a Public Right of Way)

By-law No. L-11.181, A By-law to Stop up and Close a Portion of York Street

- Reading by Summary
- Third Reading of By-law No. L-11.181, by title

7.2 By-law No. S-11.4 - Off-Leash Amendments

By-law No. S-11.4, A By-law to Amend By-law No. S-11, A By-law Respecting Animal Control

- Reading by Summary
- Third Reading of By-law No. S-11.4, by title

7.3 By-law No. T-1.123 - Traffic Control Updates for Various Streets

By-law No. T-1.123, A By-law to Amend By-law No. T-1, A By-law to Regulate Traffic

- Reading by Summary
- Third Reading of By-law No. T-1.123, by title

7.4 By-law No. Z-5.340 - 1489 Woodstock Road – Rezoning (Belmont Holdings Inc.)

By-law No. Z-5.340, A By-law to Amend By-law No. Z-5, A Zoning By-law for the City of Fredericton

- Adoption of Terms and Conditions
- Reading by Summary
- Third Reading of By-law No. Z-5.340, by title

7.5 By-law No. Z-5.341 - 378 Woodstock Road – Rezoning (Dave Davis)

By-law No. Z-5.341, A By-law to Amend By-law No. Z-5, A Zoning By-law for the City of Fredericton

- Adoption of Terms and Conditions
- Reading by Summary
- Third Reading of By-law No. Z-5.341, by title
- Motion for Land for Public Purposes

7.6 By-law No. Z-5.342 – 160 Two Nations Crossing – Zone Amendment (Pattison Outdoor Advertising)

By-law No. Z-5.342, A By-law to Amend By-law No. Z-5, A Zoning By-law for the City of Fredericton

- Adoption of Terms and Conditions
- Reading by Summary
- Third Reading of By-law No. Z-5.342, by title

8. COMMITTEE REPORTS

8.1 Economic Prosperity and Growth Planning Committee Update (April 15, 2025)

8.2 Mobility Committee Update (April 17, 2025)

8.3 Municipal Finance & Corporate Administration Committee Update (April 24, 2025)

COUNCIL-IN-COMMITTEE REPORT

8.4 Disposal of 95 and 102 DeMerchant Drive

9. ADJOURNMENT

ORDRE DU JOUR SÉANCE ORDINAIRE DU CONSEIL MUNICIPAL DE FREDERICTON

Date : le lundi 28 avril 2025, 19 h 30

Endroit : salle du conseil municipal et participation via conférence web

1. OUVERTURE DE LA SÉANCE

2. MOMENT DE RÉFLEXION

Je reconnais que cette séance du conseil municipal de Fredericton a lieu sur le territoire traditionnel des Wolastoqey. Le territoire du peuple Wolastoqiyik est consigné dans les traités de paix et d'amitié visant à établir une relation permanente de paix, d'amitié et de respect mutuel entre des nations égales. Le fleuve qui traverse notre ville est connu sous le nom de Wolastoq, le long duquel vivent les Wolastoqiyik, « peuple de la belle et généreuse rivière ».

- Poème de Fawn Parker, poète officielle de la ville de Fredericton

3. ADOPTION DE L'ORDRE DU JOUR

4. CONFLIT D'INTÉRÊTS

5. RÉOLUTIONS EN BLOC

- 5.1 Journée de la robe rouge (sensibilisation aux femmes, aux filles et aux personnes 2LGBTQI+ autochtones disparues et assassinées) (5 mai 2025)

- Recommandation : recevoir et verser au dossier

- 5.2 Journée nationale de deuil (28 avril 2025)

- Recommandation : recevoir et verser au dossier

- 5.3 Date d'audience publique : 642-652, rue Union, 808, rue Saint Mary's et 224, rue York

- Recommandation figurant au rapport

- 5.4 Entente de formation et de licence de l'École du Régiment royal de l'Artillerie canadienne

- Recommandation figurant au rapport

- 5.5 Nomination d'agent d'exécution d'arrêtés : Hartley Michael McCutcheon
- Recommandation figurant au rapport
- 5.6 Nomination d'agent d'exécution d'arrêtés : Chris Davis
- Recommandation figurant au rapport
- 5.7 Prolongation du mandat de l'Équipe de travail sur la sécurité communautaire
- Recommandation figurant au rapport

RAPPORT DU COMITÉ SUR LA PROSPÉRITÉ ÉCONOMIQUE ET LA PLANIFICATION DE LA CROISSANCE

- 5.8 Comité sur le logement à prix abordable de Fredericton – mandat
- Recommandation figurant au rapport

RAPPORTS DU COMITÉ PLÉNIER

- 5.9 Entente de service promenade Westwood – Maple Leaf Homes
- Recommandation figurant au rapport
- 5.10 Acquisition d'une partie du 20, allée Patience pour droit de passage
- Recommandation figurant au rapport

6. PRÉSENTATIONS

- 6.1 Présentation de la vitrine en écorce de bouleau pour la ceinture Wampun

7. TROISIÈME LECTURE D'ARRÊTÉS

- 7.1 Arrêté L-11.181 – Fermeture d'un tronçon du rue York (n'est plus requis en tant que droit de passage public)

Arrêté n° L-11.181, Arrêté sur l'interruption de la circulation dans un tronçon du rue York

- Lecture du sommaire
- Troisième lecture de l'arrêté n° L-11.181, par titre

- 7.2 Arrêté S-11.4 – Modifications sans laisse

Arrêté n° S-11.4, Arrêté modifiant l'arrêté no S-11, un arrêté concernant le contrôle des animaux

- Lecture du sommaire
- Troisième lecture de l'arrêté no S-11.4, par titre

7.3 Arrêté T-1.123 – Actualisation du contrôle de la circulation dans diverses rues

Arrêté n° T-1.123, Arrêté modifiant l'arrêté no T-1, Arrêté visant à réglementer la circulation

- Lecture du sommaire
- Troisième lecture de l'arrêté no T-1.123, par titre

7.4 Arrêté Z-5.340 - 1489, rue Woodstock – Rezoning (Belmont Holdings Inc.)

Arrêté n° Z-5.340, Arrêté modifiant l'arrêté no Z-5, Arrêté de zonage de la Ville de Fredericton

- Adoption des conditions
- Lecture du sommaire
- Troisième lecture de l'arrêté no Z-5.340, par titre

7.5 Arrêté Z-5.341 - 378, rue Woodstock – Rezoning (Dave Davis)

Arrêté n° Z-5.341, Arrêté modifiant l'arrêté Z-5, Arrêté de zonage de The City of Fredericton

- Adoption des conditions
- Lecture du sommaire
- Troisième lecture de l'arrêté n° Z-5.341, par titre
- Motion relative aux terrains d'utilité publique

7.6 Arrêté Z-5.342 – 160, Two Nations Crossing – modification de zone (Pattison Outdoor Advertising)

Arrêté n° Z-5.342, Arrêté modifiant l'arrêté Z-5, Arrêté de zonage de The City of Fredericton

- Adoption des conditions
- Lecture du sommaire
- Troisième lecture de l'arrêté n° Z-5.342, par titre

8. RAPPORTS DES COMITÉS

8.1 Comité sur la Planification de la prospérité économique et de la croissance (15 avril 2025)

8.2 Comité sur la mobilité (17 avril 2025)

8.3 Comité des finances municipales et de l'administration générale (24 avril 2025)

RAPPORT DU COMITÉ PLÉNIER

8.4 Présentation de la vitrine en écorce de bouleau pour la ceinture Wampun

9. LEVÉE DE LA SÉANCE

NOTICE OF CLOSED COUNCIL-IN-COMMITTEE SESSION/ AVIS DE SÉANCE À HUIS CLOS DU CONSEIL EN COMITÉ

A closed session of Council-in-Committee is scheduled for **Monday, April 28, 2025** in the Second Floor Committee Room, City Hall, at 6:00 p.m./ Une séance à huis clos du conseil en comité est prévue **le lundi 28 avril 2025**, dans la salle de comité du deuxième étage de l'hôtel de ville, à 18h.

A G E N D A

Items being considered in closed session pursuant to the Local Governance Act are as follows:/ Les points examinés à huis clos conformément à la loi sur la Gouvernance Locale sont les suivants:

- 2 items pursuant to *Section 68(1)(c)* / 2 articles conformément à *l'article 68(1)(c)*
- 5 items pursuant to *Section 68(1)(d)* / 5 articles conformément à *l'article 68(1)(d)*
- procedural matters pursuant to *Section 68(2)(a)* / les questions de procédure conformément à *l'article 68(2)(a)*

Office of the City Clerk / Bureau du greffier municipal

April 25, 2025/ 25 avril 2025



PROCLAMATION

MMIWG2S+ Awareness Day (Red Dress Day)

May 5th, 2025

- WHEREAS:** MMIWG2S+ stands for Missing and Murdered Indigenous Women, Girls and Two-Spirited+. MMIWG2S+ is an Indigenous-led inquiry that seeks to spread awareness to all Canadians in working to end violence against Indigenous women, girls, Two-Spirited peoples and gender diverse people, no matter their cultural, geographical, or historical background; and
- WHEREAS:** Half of all women in Canada have experienced at least one incident of violence since the age of 16 and this reality is worse for Indigenous women as Indigenous women are 12 times more likely to be murdered or go missing; and
- WHEREAS:** MMIWG2S+ is inspiring communities across Canada to educate and build awareness to end wide-spread domestic and gender-based violence once and for all. We honor and remember the thousands of MMIWG2S+ victims whose lives were taken too soon, and we stand in solidarity with their families and loved ones, acknowledging the pain and trauma they endure.
- THEREFORE:** In the spirit of reconciliation, I, Kate Rogers, Mayor of the City of Fredericton, do hereby proclaim that the City of Fredericton shows our support to all Wabanaki people by acknowledging and encouraging others to join activities on May 5th, 2025 as MMIWG2S+ Awareness (Red Dress) Day in Fredericton.

MAYOR



PROCLAMATION

NATIONAL DAY OF MOURNING

APRIL 28, 2025

WHEREAS: In 1991, eight years after the day of remembrance was launched by the Canadian Labour Congress, the Parliament of Canada passed the Workers Mourning Day Act making April 28 an official Day of Mourning. Today the Day of Mourning has since spread to more than 100 countries around the world and is recognized as Workers' Memorial Day, and as International Workers' Memorial Day by the International Labour Organisation (ILO) and the International Trade Union Confederation (ITUC); and

WHEREAS: It is the hope that the annual observance of this day will help strengthen the resolve to establish safe and healthy conditions in the workplace, and prevent further injuries, illnesses, and deaths. As much as this is a day to remember those who have lost their lives, it is also a call to protect the living and make work a place where people are safe and can thrive. It is a day to collectively renew our commitment to improve health and safety in the workplace and prevent further injuries, illnesses, and deaths; and

WHEREAS: With each employee injury or fatality there are loved ones, family members, friends and co-workers who are directly affected, left behind, and deeply impacted – their lives are forever changed.

THEREFORE: I, Kate Rogers, Mayor of the City of Fredericton, do hereby proclaim April 28, 2025 to be National Day of Mourning in the City of Fredericton.

MAYOR

For City Council – April 28, 2025

From: Community Planning Division

Date: April 22, 2025

Title: Public Hearing Date – 642-652 Union Street, 808 Saint Mary's Street and 224 York Street

As per the Community Planning Act, City Council refers completed development applications to the Planning Advisory Committee ("PAC") for their views; authorizes preparation of the draft By-law and the fulfilment of the Section 111 public notice requirements under the *Community Planning Act*; and sets the date for the public hearing in advance of the PAC meeting.

Accordingly, as of April 22, 2025, the following applications for development were completed and are ready to commence the PAC process:

<u>Address</u>	<u>Property Owner</u>	<u>Applicant</u>	<u>Nature of Proposal</u>
1. 642-652 Union Street (PID 75511055)	Sherico Developments Limited	Sherico Developments Limited	Rezone property from Mixed Use Zone Two (MX-2) to Multi-Residential Zone Two (MR-2) to permit a new 13-unit apartment building.
2. 808 Saint Mary's Street (PID 75560896)	North Edge Properties Inc.	Hanson Group of Companies (c/o Jody Hanson)	Rezone portion of property from Business Industrial Holding (BI(H)) to Business Industrial (BI) to permit a new warehouse building.
3. 224 York Street (PID 75487629)	Bella Properties Inc. (c/o Gabriel Elzayat)	Bella Properties Inc. (c/o Gabriel Elzayat)	Rezone property from Institutional Zone One (I-1) to Comprehensive Development District Zone (CDD) to permit the conversion of the existing place of worship to an event facility and boutique hotel.

It is recommended that City Council adopt the following Resolution:

BE IT RESOLVED THAT the Council of the City of Fredericton hereby directs that the Development Applications for 642-652 Union Street, 808 Saint Mary's Street and 224 York Street be referred to the May 21, 2025 Planning Advisory Committee ("PAC") meeting for the views of the PAC; that the public notice requirements of Section 111 of the *Community Planning Act* be fulfilled; that the appropriate by-laws to amend By-law No. Z-5, A Zoning By-law for the City of Fredericton, be prepared; and that the regular City Council Meeting of Monday, June 9, 2025 at 7:30 p.m., at the Council Chamber, City Hall, be set as the time and place for the public hearing and consideration of objections/support to the proposed by-law.

To: Her Worship Mayor Kate Rogers and Members of City Council

From: Ashley Johnston, Acting Tourism Coordinator

Date: April 17, 2025

Title: Royal Canadian Artillery School (RCAS) Training and License Agreement

ISSUE:

The Royal Canadian Artillery School (RCAS) is requesting City Council approval and authorization to conduct two urban training exercises in Fredericton (May 12 and July 21, 2025), involving students in civilian vehicles assessing publicly accessible parking lots for potential resupply use.

RECOMMENDATION(S):**A. Recommendation:**

It is recommended that the following resolution be forwarded to City Council for consideration: BE IT RESOLVED THAT the Council of the City of Fredericton hereby authorizes and approves the License Agreement between the City of Fredericton and His Majesty the King In Right of Canada, as represented by the Minister of National Defence (the "Agreement"), for two urban training exercises in Fredericton on May 12, 2025 and July 21, 2025 whereby students in civilian vehicles will access public parking lots to determine the feasibility of using the area for a resupply; and BE IT FURTHER RESOLVED THAT the Mayor and City Clerk are authorized to execute the Agreement on behalf of the local government and such further legal documents as may be required to facilitate this resolution.

B. Other options:

1. City Council may choose not to authorize and approve the License Agreement between the City of Fredericton and His Majesty the King In Right of Canada, as represented by the Minister of National Defence.

2. City Council may provide other direction to staff.

SITUATION, BACKGROUND & DISCUSSION:**SITUATION:**

- a. Current (extant) Direction. No current or previous directions have been provided for this matter.
- b. Alignment. This request aligns with the City of Fredericton's support for public safety, emergency preparedness, and inter-agency collaboration. It supports routine business by enabling low-impact training that strengthens operational readiness and community resilience. The exercise also reflects the City's commitment to flexible partnerships that enhance national preparedness.
- c. Link to CAO goal or inflight. This action does not directly support a CAO Goal or Inflight Action.
- d. Why. This request is coming to Council now because City Council approval and authorization are required to allow for a more open-ended use of public spaces. The timing is necessary to provide sufficient lead time ahead of the first training date on May 12, ensuring the RCAS can proceed with planning and execution without administrative delays.

BACKGROUND.

The Royal Canadian Army Service Corps (RCAS) routinely conducts training exercises to support logistical and operational readiness, often coordinating with the City of Fredericton. While the City has typically been

provided with detailed plans and specific locations in advance, this request represents a shift toward a more flexible approach, allowing participants to independently select public areas for low-impact observation and planning tasks. This change requires an adjustment to the existing License Agreement to accommodate the open-ended nature of the exercise.

DISCUSSION.

City Council is being asked to consider and approve a request for a License Agreement to allow greater flexibility for an upcoming RCAS training exercise. Specifically, approval is sought to permit participants to select their own public locations throughout Fredericton for observational and planning purposes, rather than being limited to pre-approved areas.

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- **FINANCIAL:** The Department/Division has determined that there are no financial considerations associated with this matter. The **City Treasurer** was not specifically consulted with respect to this administrative report.
 - **LEGAL:** The License Agreement for training purposes has been reviewed and the provisions have been determined to be acceptable for this type of matter. A copy of the License Agreement is attached for your review, consideration and approval.
 - **COMMUNICATIONS:** Corporate and/or Strategic Communications will be consulted upon the approval this administrative report.
 - **CLIMATE LENS:**

Does this proposal move the City of Fredericton closer to its greenhouse gas (GHG) emissions reduction targets of 50% reduction by 2030 and net-zero by 2050 in line with the City's Corporate Energy & Emissions Plan and/or Community Energy Emission Plan?

- ☐ Moves us towards GHG reduction targets
- ☒ No change in GHG emissions
- ☐ Moves us away from GHG targets but there are trade-offs with other Council or Municipal Plan priorities (*identify which priorities*)

Does this proposal improve the City of Fredericton's resilience to the impacts of climate change in line with our Climate Change Adaptation Plan?

- ☐ Moves us towards climate resilience
- ☒ No change in resilience
- ☐ Moves us away from climate resilience but there are trade-offs with other Council or Municipal Plan priorities (*identify which priorities*)

SPOKESPERSON: Ashley Johnston, Acting Tourism Coordinator

Prepared by: Ashley Johnston, Acting Tourism Coordinator

Approved by: Dave Seabrook, Director, Recreation, Tourism and Culture

/Attachments: (1) License Agreement between the City of Fredericton and His Majesty the King In Right of Canada, as represented by the Minister of National Defence

LICENSE AGREEMENT

BETWEEN:

THE CITY OF FREDERICTON, (the "**LICENSOR**") 397 Queen St, Fredericton, NB E3B 1B5

AND

HIS MAJESTY THE KING IN RIGHT OF CANADA, as represented by the Minister of National Defence (the "**LICENSEE**")

WHEREAS the LICENSOR owns multiple City owned parking lots in the City of Fredericton in the Province of New Brunswick (the "Premises");

AND WHEREAS the LICENSEE has requested permission from the LICENSOR to use the Premises for the purpose of Royal Canadian Artillery School Training, no weapons will be involved;

THIS AGREEMENT WITNESSES that in consideration of, and subject to, the terms and conditions set out herein, the LICENSOR hereby grants permission to the LICENSEE to use the Premises for the purpose stated herein, and for no other purpose, under the following terms and conditions:

1. DESCRIPTION OF PROPERTY

The LICENSOR agrees that the LICENSEE may enter and use the Premises for the purpose of conducting military training within the City of Fredericton on May 12, 2025 and July 21, 2025. The training will consist of members in civilian pickup trucks wearing civilian clothes, parking in parking lots around Fredericton, and doing an estimate on if it would be feasible to use the area for a resupply.

2. TERM

The term of this License Agreement ("Agreement") shall be on May 12, 2025, and July 21, 2025 (May 12, 2025 from 8:00am – 4:00pm and July 21, 2025 from 8:00am – 4:00pm).

3. LICENSE FEE

Total consideration for the use of the Premises is \$0 and the LICENSOR hereby acknowledges the receipt and sufficiency of this consideration.

4. INSURANCE

The LICENSOR acknowledges that the LICENSEE is self-insured.

5. INDEMNIFICATION

Subject to the *Crown Liability and Proceedings Act*, the LICENSEE indemnifies and saves harmless the LICENSOR, its servants, agents, and employees and their heirs, executors, administrators, successors and assigns, from and against all injury, damage, actions, causes of actions, suits, claims and demands of whatsoever nature which may result or may be brought or made by reason of any act or default of the LICENSEE, her servants, agents, or employees, or on account of any damage to the property or Premises of the LICENSOR or in connection with any loss, damage or injury in any manner based upon, arising out of or incidental to the exercise or purported exercise by the LICENSEE of the license granted herein.

6. LICENSOR'S PROPERTY

The LICENSEE agrees to assume full responsibility for the care of the Premises during his occupation, and to assume all risk of loss, damage, or injury to himself, his servants, agents, employees or licensees.

7. DAMAGES

The LICENSEE shall not be responsible for any damage or loss to the Premises arising from circumstances, acts or conditions beyond his control, or due to “force majeure”, which is defined as an act of God, war, invasion, revolution, insurrection or other act of a similar nature.

8. ENVIRONMENTAL DAMAGE

The LICENSEE is liable for any environmental damage to the Premises caused during her occupation, except for:

- a) any environmental damage to the Premises caused by the previous occupation of the premises by other persons, organizations, or the LICENSOR;
- b) any environmental damage to the Premises arising during the period covered by this Agreement, where such environmental damage is a consequence of pre-existing environmental damage from previous occupation, or was caused by the activities of the LICENSOR during the period of this Agreement; and
- c) any environmental damage to the Premises caused by any other persons, organizations, or by the LICENSOR.

9. GOVERNING LAW

This Agreement shall be construed in accordance with, and governed by, the laws in effect in the Province of New Brunswick including the laws of Canada.

IN WITNESS WHEREOF this Agreement has been executed by City of Fredericton and His Majesty the King in Right of Canada, as represented by the Minister of National Defence, this ____ day of April, 2025.

SIGNED, SEALED AND DELIVERED
in the presence of

**HIS MAJESTY THE KING IN
RIGHT OF CANADA, AS REPRESENTED BY
THE MINISTER OF NATIONAL DEFENCE**

Witness

Per: _____
Name:
Title: RPOU AUTHORITY

SIGNED, SEALED AND DELIVERED
in the presence of

THE CITY OF FREDERICTON

Per: _____
Kate Rogers
Mayor

Per: _____
Jennifer Lawson
City Clerk

PROVINCE OF NEW BRUNSWICK

COUNTY OF YORK

AFFIDAVIT OF CORPORATE EXECUTION

I, Jennifer Lawson, of the City of Fredericton, in the County of York and Province of New Brunswick, **MAKE OATH AND SAY AS FOLLOWS:**

1. I am the City Clerk of the City of Fredericton, one of the parties named in the foregoing instrument and as such I have personal knowledge of the matters herein deposed to.
2. The seal affixed to the foregoing instrument purporting to be the seal of the City of Fredericton is the Corporate Seal of the City of Fredericton and was so affixed by order of the City Council.
3. The signature "Kate Rogers" subscribed to the foregoing instrument is the signature of Kate Rogers, the Mayor of the City of Fredericton, and the signature "Jennifer Lawson" subscribed thereto is my signature.
4. The Mayor and City Clerk are officers of the City of Fredericton duly authorized to execute the foregoing instrument.

SWORN TO BEFORE ME at the)
City of Fredericton, in the County)
of York and Province of New)
Brunswick, this _____ day of)
April 2025.)

)
)
)
)
_____)
)
A Commissioner of Oaths)
Being a Solicitor)

_____)
Jennifer Lawson

To: Her Worship Mayor Kate Rogers and Members of City Council

From: Charlene Sharpe, Manager of Transit and Parking Services

Date: April 22, 2025

Title: By-law Officer Appointment

ISSUE:

The City of Fredericton has contracted out specific areas of by-law enforcement throughout the City to the Garda Canada Security Corporation and is required to give them the authority to issue City of Fredericton municipal by-law tickets. Each new Garda officer must be designated as a by-law enforcement officer before they can officially issue municipal by-law tickets.

RECOMMENDATION(S):**A. Recommendation:**

It is recommended that the following resolution be forwarded to City Council for consideration: BE IT RESOLVED THAT the Council of the City of Fredericton hereby authorizes, appoints, and designates Hartley Michael MCCUTCHEON as a By-law Enforcement Officer effective immediately, pursuant to Section 72 of the Local Governance Act and subsection 14(3) of the Police Act, in order to administer and enforce the following by-laws within the territorial boundary of the City of Fredericton: - By-law No. R-6, A By-law to Regulate Taxi Owners and Operators of the City of Fredericton, and amendments thereto; - By-law No. S-15, A Fire Lane By-law for the City of Fredericton, and amendments thereto; - By-law No. S-19, A Nuisance By-law, and amendments thereto; - By-law No. T-1, A By-law to Regulate Traffic, and amendments thereto; - By-law No. T-6, A By-law Respecting Public Motor Buses, and amendments thereto; - By-law No. T-7, A By-law Relating to Parking Meters, Parking Zones, and Pay and Display Machines, and amendments thereto; and, BE IT FURTHER RESOLVED THAT this appointment shall continue until Hartley Michael MCCUTCHEON ceases to be employed by the Garda Canada Security Corporation; or until their appointment under this resolution is rescinded by City Council, whichever comes first.

SITUATION, BACKGROUND & DISCUSSION:**SITUATION:**

- a. Current Direction. City Council authorization is required to appoint persons to enforce by-laws in accordance with Policy No. PUB-POL-004 *By-law Enforcement*.
- b. Alignment. This Aligns with Council Statement of Interest Mobility – building community – continue to provide a safe community through compassionate police, fire mitigation and communicative emergency measures – continue implementing the Traffic Strategy.
- c. Link to CAO goal or inflight. There are no CAO goals or inflight initiative in which this applies.
- d. Why. City Council is the only authority able to appoint by-law officers. This is being brought forward as these officers are prepared to fulfill their duties but are unable to complete all of them without this authorization.

BACKGROUND

The *Local Governance Act*, under section 72 states:

- 72 A council may appoint by-law enforcement officers for the local government and may determine their terms of office.

Further, subsection 14 (3) of the *Police Act* states:

- 14(3) Within the territorial boundaries of the municipality for which a by-law enforcement officer is appointed, the by-law enforcement officer has the powers and immunities of a police officer for the purposes of enforcing the by-laws of the municipality for which the by-law enforcement officer is appointed as are stipulated in the appointment but has in no other regard the powers or immunities of a police officer.

DISCUSSION

The City of Fredericton is responsible for by-law enforcement. Appointment of the designate is required to continue providing this service.

- **FINANCIAL:** There are no immediate impacts on the current operating budget. Failure to enforce parking could have long-term impacts on the City's operating budget.
- **LEGAL:** In order to ensure compliance with the provisions under the *Local Governance Act* and the *Police Act*, by-law enforcement officers must be duly authorized, appointed and designated by resolution of City Council; otherwise, successful enforcement may not be achieved. The by-law enforcement officer then has the jurisdiction to write and serve tickets within the territorial boundary of the municipality for infractions inscribed under the noted by-laws but for no others.
- **COMMUNICATIONS:** The Department/Division has determined that there are no communication considerations associated with this matter. Neither Corporate nor Strategic Communications was consulted with respect to this administrative report.
- **CLIMATE LENS:**

Does this proposal move the City of Fredericton closer to its greenhouse gas (GHG) emissions reduction targets of 50% reduction by 2030 and net-zero by 2050 in line with the City's Corporate Energy & Emissions Plan and/or Community Energy Emission Plan?

- ☐ Moves us towards GHG reduction targets
- ☒ No change in GHG emissions
- ☐ Moves us away from GHG targets but there are trade-offs with other Council or Municipal Plan priorities (*identify which priorities*)

Does this proposal improve the City of Fredericton's resilience to the impacts of climate change in line with our Climate Change Adaptation Plan?

- ☐ Moves us towards climate resilience
- ☒ No change in resilience
- ☐ Moves us away from climate resilience but there are trade-offs with other Council or Municipal Plan priorities (*identify which priorities*)

SPOKESPERSON: Charlene Sharpe, Manager of Transit and Parking Services

Prepared by: Charlene Sharpe, Manager of Transit and Parking Services

Approved by: Dylan Gamble, Director of Engineering & Operations

To: Her Worship Mayor Kate Rogers and Members of City Council

From: Brad Cameron, Assistant Director Public Safety Communications & Services

Date: April 22, 2025

Title: By-law Officer Appointment

This item is for consideration during an open session of City Council.

ISSUE:

The City of Fredericton has contracted out specific areas of by-law enforcement throughout the City to the Garda Canada Security Corporation and is required to give them the authority to issue City of Fredericton municipal by-law tickets. Each new Garda officer must be designated as a by-law enforcement officer before they can officially issue municipal by-law tickets.

RECOMMENDATION(S):**A. Recommendation:**

It is recommended that the following resolution be forwarded to City Council for consideration: BE IT RESOLVED THAT the Council of the City of Fredericton hereby authorizes, appoints, and designates Chris Davis as By-law Enforcement Officer effective immediately, pursuant to Section 72 of the Local Governance Act and subsection 14(3) of the Police Act, in order to administer and enforce the following by-laws within the territorial boundary of the City of Fredericton: ☐ By-law No. L-19, A By-law Respecting Park Lands and Recreation Areas, and amendments thereto; ☐ By-law No. S-15, A Fire Lane By-law for the City of Fredericton, and amendments thereto; ☐ By-law No. L-9, A By-law Relating to the Old Public Burial Ground, and amendments thereto; ☐ By-law No. R-2, Maintenance and Occupancy Standards for Residential Properties By-law, and amendments thereto; ☐ By-law No. R-4, A By-law Respecting the Control of Gravel and Sand Pits, and amendments thereto; ☐ By-law No. R-6, A By-law to Regulate Taxi Owners and Operators of the City of Fredericton, and amendments thereto; ☐ By-law No. R-7, A By-law to License Peddlers, and amendments thereto; ☐ By-law No. R-11, A By-law Respecting Pawnbrokers & Second Hand Dealers in the City of Fredericton, and amendments thereto; ☐ By-law No. R-14, A By-law to Regulate Vehicles for Hire, and amendments thereto; ☐ By-law No. S-4, A By-law Respecting the Regent Street Wharf, and amendments thereto; ☐ By-law No. S-6, A By-law to Establish a Curfew, and amendments thereto; ☐ By-law No. S-16, A By-law Respecting Dangerous or Unsightly Premises, and amendments thereto; ☐ By-law No. S-19, A Nuisance By-law, and amendments thereto; ☐ By-law No. S-11, A By-law Respecting Animal Control, and amendments thereto; ☐ By-law No. S-17, A By-law Respecting Disturbance by Noise, and amendments thereto; ☐ By-law No. T-1, A By-law to Regulate Traffic, and amendments thereto; ☐ By-law No. T-4, A By-law Respecting Streets and Sidewalks, and amendments thereto; ☐ By-law No. T-6, A By-law Respecting Public Motor Buses, and amendments thereto; ☐ By-law No. T-7, A By-law Relating to Parking Meters, Parking Zones, and Pay and Display Machines, and amendments thereto; And BE IT FURTHER RESOLVED that this appointment shall continue until Chris Davis ceases to be employed by the Garda Canada Security Corporation; or until the appointment under this resolution are rescinded by City Council, whichever comes first.

SITUATION, BACKGROUND & DISCUSSION:**SITUATION:**

- a. Current Direction. This is due to a contract amendment with Garda Canada Security Corporation related to the Community Safety Services Unit and is in accordance with Council approved Policy PUB-POL-004 *Bylaw Enforcement*.
- b. Alignment. The matter aligns with the People Focused (Residents) and Building Community sections of the City of Fredericton Strategy map 2022-2026.
- c. Link to CAO goal or inflight. This action supports Inflight work related to public safety.
- d. Why is this coming to Council and why now? Council is the only authority able to appoint by-law officers. This is being brought forward related to a contract amendment with Garda Canada Security Corporation. Their staff are prepared to fulfill their duties as the Community Safety Services Unit but are unable to complete all of them without this direction.

BACKGROUND

The *Local Governance Act*, under section 72 states:

- 72 A council may appoint by-law enforcement officers for the local government and may determine their terms of office.

Further, subsection 14 (3) of the *Police Act* states:

- 14(3) Within the territorial boundaries of the municipality for which a by-law enforcement officer is appointed, the by-law enforcement officer has the powers and immunities of a police officer for the purposes of enforcing the by-laws of the municipality for which the by-law enforcement officer is appointed as are stipulated in the appointment, but has in no other regard the powers or immunities of a police officer.

DISCUSSION

The City of Fredericton is responsible for by-law enforcement. Appointment of the designate is required to continue providing this service.

- **FINANCIAL:** There are no immediate impacts on the current operating budget. Failure to enforce parking could have long-term impacts on the City's operating budget.
- **LEGAL:** In order to ensure compliance with the provisions under the *Local Governance Act* and the *Police Act*, by-law enforcement officers must be duly authorized, appointed and designated by resolution of City Council; otherwise, successful enforcement may not be achieved. The officer then has the jurisdiction to write and serve tickets within the territorial boundary of the municipality for infractions inscribed under the noted by-laws but for no others.
- **COMMUNICATIONS:** The Department/Division has determined that there are no communication considerations associated with this matter. Neither Corporate nor Strategic Communications was consulted with respect to this administrative report.
- **CLIMATE LENS:**

Does this proposal move the City of Fredericton closer to its greenhouse gas (GHG) emissions reduction targets of 50% reduction by 2030 and net-zero by 2050 in line with the City's Corporate Energy & Emissions Plan and/or Community Energy Emission Plan?

- ☐ Moves us towards GHG reduction targets
- ☒ No change in GHG emissions
- ☐ Moves us away from GHG targets but there are trade-offs with other Council or Municipal Plan priorities (*identify which priorities*)

Does this proposal improve the City of Fredericton's resilience to the impacts of climate change in line with our Climate Change Adaptation Plan?

- ☐ Moves us towards climate resilience
- ☒ No change in resilience
- ☐ Moves us away from climate resilience but there are trade-offs with other Council or Municipal Plan priorities (*identify which priorities*)

SPOKESPERSON:

Prepared by: Brad Cameron, Assistant Director Public Safety Communications & Safety Services

Approved by: Dwayne Killingbeck, Fire Chief

From: Office of the City Clerk
Date: Wednesday, April 09, 2025
Title: Term Extension for Community Safety Taskforce

Description:

At the December 9, 2024, Regular City Council Meeting Fredericton City Council passed a resolution to create a Community Safety Task Force, adopt Terms of Reference and appoint individuals for a term ending April 30, 2025. The mandate of the Task Force is to provide recommendations to City Council for consideration addressing concerns expressed by the community regarding safety in the community in the following areas of action: (1) advocating to other levels of government for services, (2) informing the community on steps taken to address safety with the City, and (3) other related activities.

The Task Force has met ten times since being established in December of 2024 and has completed their work with the exception finalizing the report, including translation. The Co-Chairs, Mayor Kate Rogers and Chief Gary Forward are requesting an extension of the Task Force term to complete translation and formatting of the final report.

It is recommended that the following resolution be forwarded to City Council for consideration:

WHEREAS the Council of the City of Fredericton adopted a resolution creating a Community Safety Task Force (“CSTF”) and adopted terms of reference for the CSTF on December 9, 2024;

AND WHEREAS individuals were appointed to the CSTF for a term ending on April 30, 2025;

AND WHEREAS the Co-Chairs, Mayor Kate Rogers and Chief Gary Forward, have requested a term extension for translating and formatting of the final report of the CSTF;

BE IT RESOLVED THAT the Council of the City of Fredericton hereby extends the CSTF term and the associated appointment of the members to May 31, 2025, AND hereby revises the date listed in Section 5.04 of the City of Fredericton Community Safety Task Force Terms of Reference from April 30, 2025 to May 31, 2025.



REPORT OF ECONOMIC PROSPERITY & GROWTH PLANNING COMMITTEE

For City Council – April 28, 2025

From: Office of the City Clerk

Date: Tuesday, April 15, 2025

Title: Fredericton Affordable Housing Committee Terms of Reference

The Economic Prosperity & Growth Planning Committee, at its meeting held on Tuesday, April 15, 2025 considered an Administrative Report from the Affordable Housing Development Coordinator seeking approval for the Fredericton Affordable Housing Committee Terms of Reference.

The Terms of Reference have not been updated since 2017 and the Fredericton Affordable Housing Committee (FAHC) recently held several facilitated workshops to update its purpose and mandate. Through this process, the FAHC determined that it should focus on the needs of those with housing requirements, particularly social housing, affordable rental housing, and affordable home ownership to improve their quality of life by encouraging and supporting the production of affordable housing.

The FAHC mandate includes a commitment to raise public awareness of issues, needs and opportunities related to affordable housing through data sharing and advocacy and to provide advice to staff and City Council on housing initiatives or other funding opportunities.

With this refined mandate, the Committee composition was also updated to reflect the needed expertise to facilitate the FAHC's work.

Accordingly, the Committee directed that the following resolution be forwarded to City Council for consideration:

BE IT RESOLVED THAT the Council of the City of Fredericton authorizes and directs that the existing mandate of the Fredericton Affordable Housing Committee as approved by City Council on February 21, 2017 be rescinded; and BE IT FURTHER RESOLVED THAT the Council of the City of Fredericton hereby approves and adopts the Terms of Reference dated April 3, 2025 for the Fredericton Affordable Housing Committee as attached hereto and forming part of this resolution.

FREDERICTON AFFORDABLE HOUSING COMMITTEE

1. NAME

1.01 This committee of City Council shall be named the Fredericton Affordable Housing Committee ("FAHC").

1.02 The FAHC may also be referred to as the Affordable Housing Committee.

2. PURPOSE AND AUTHORITY

2.01 The FAHC acts in advisory capacity to the Economic Prosperity and Growth Planning Committee ("EPGPC"), a Standing Committee of City Council.

2.02 The FAHC was initially created by a resolution of City Council dated November 27, 2006 and then had a name change approved by resolution on February 9, 2009.

3. MANDATE

3.01 The mandate of the FAHC is to provide recommendations to City Council on matters that deal with the provision of affordable housing in Fredericton.

3.02 General duties of the FAHC include:

- (1) To support the vision, principles, and strategic goals of the City of Fredericton for the growth of affordable housing as good public policy;
- (2) To focus on the needs of those with housing requirements, particularly in the areas of social housing, affordable rental housing, and affordable home ownership, to improve their quality of life by encouraging and supporting the production of affordable housing;
- (3) To engage and encourage key stakeholders (CMHC, the Province of New Brunswick, private landlords, funders, etc.) in the promotion of housing opportunities for persons within the housing spectrum; particularly in the areas of social housing, affordable rental housing, and affordable home ownership;
- (4) To raise public awareness of issues, needs, and opportunities related to affordable housing through data sharing and advocacy; particularly in the areas of social housing, affordable rental housing and affordable home ownership; and
- (5) To provide advice to staff and City Council on housing initiatives or other funding opportunities.

4. REPORTING

- 4.01 The FAHC will function as a sub-committee of the EVC and will report to City Council annually through the EPGPC.
- 4.02 The FAHC may periodically review and may submit recommended revisions to the FAHC Terms of Reference to the EPGPC for consideration.

5. COMPOSITION

- 5.01 The FAHC shall consist of:
- (1) A minimum of ten (10) and a maximum of fifteen (15) members, including one councillor, appointed by City Council resolution;
 - (2) Members shall normally serve a three (3) year term. Members may serve those terms consecutively or independently;
 - (3) To ensure consistency and to avoid loss of a large number of members at once, no more than half of the FAHC shall have their term expire in the same year;
 - (4) A Chair and Vice-Chair shall be appointed by the FAHC on an annual basis and the responsibilities of these executive roles are outlined in the attached Schedule "A";
 - (5) Best efforts will be used to have the membership of the FAHC be comprised of knowledgeable individuals who are committed to working towards the provision of affordable housing in our community and who may come from:
 - (a) The federal and provincial governments;
 - (b) A local First Nation community;
 - (c) The non-profit sector, either as advocates or support organizations or as non-profit developers;
 - (d) Private sector representatives specifically as developers in the local affordable housing/rental market or as realtors;
 - (e) The academic community including representatives responsible for student housing;
 - (f) Finance/funding representatives; and
 - (g) Reflect the diversity of our of community.
- 5.02 City Council may, in their sole discretion, revoke or rescind the appointment of any member of the FAHC at any time.
- 5.03 FAHC members are volunteers and serve without remuneration.

6. PROCEDURES

6.01 GUIDING PRINCIPLES:

The work of the FAHC shall be carried out in accordance with the By-law No. A-19, A Procedural By-law of the City of Fredericton Municipal Council ("Procedural By-Law"), as amended, the *Local Governance Act*, SNB 2023, c 18, as amended, ("LGA") and other governing legislation and policies.

6.02 RESPONSIBILITIES OF FAHC

Members of the FAHC shall:

- (1) Be committed to improving the quality of life of people in need by contributing to the provision of affordable housing in Fredericton;
- (2) Promote the FAHC's purpose and mandate;
- (3) Facilitate the gathering of information and advice for consideration by the FAHC;
- (4) Serve the welfare and interests of the City as a whole and the community at large in a conscientious and diligent manner and shall approach decision-making with an open mind;
- (5) Submit agenda items and supporting documentation for committee meetings to the Chair in hard copy or by email on or before the Wednesday by 4:30 p.m. the week prior to the committee meeting; and
- (6) Appoint an Acting Chair from among those members present if the Chair and Vice Chair are not present at a FAHC meeting.

6.03 CITY STAFF

City staff have a supporting role and an advice role to the FAHC.

7. GOVERNANCE

7.01 MEETINGS

- (1) The FAHC shall determine the date, time and location of their meetings;
- (2) The FAHC shall meet at least once a month in person or virtually unless otherwise specified by the Chair;
- (3) A FAHC member may attend a FAHC meeting via electronic communication provided that the platform allows them to hear, speak and see other FAHC members. A FAHC member participating via electronic communications is deemed to be present for quorum purposes;

- (4) The FAHC may invite members of the public to attend its meetings, and, or, to provide information and perspectives on a topic of discussion;
- (5) At the discretion of the Chair, presentations and discussion may be limited to ensure the business of the FAHC is conducted within a reasonable timeframe;
- (6) Notwithstanding 7.01(4) above, the Chair of the FAHC may, at their discretion, after consulting with City staff, hold a closed FAHC meeting in conformity with the LGA; and
- (7) The FAHC may invite members of the public to attend a meeting to provide information on a specified topic.

7.02 VOTING

Every motion or question shall be determined by an open vote of either a show of hands or via electronic voting of the FAHC members present. Each FAHC member shall have one vote. A motion shall be deemed to be passed/carried when a majority of the FAHC members present vote in favour of the motion or question. The Chair shall only vote when there is a tie vote.

7.03 GENERAL ORDER OF BUSINESS

The following shall be the order of business of each FAHC meeting:

Call to order
Approval of agenda
Conflict of interest declarations
Approval of minutes
Business arising from minutes
Unfinished business
Presentations
Agenda items / Committee reports
New business / Other matters
Adjournment

7.04 VARIATIONS IN THE ORDER OF BUSINESS

The business before the FAHC at each meeting shall be taken up in the general order outlined under Section 7.03 unless otherwise determined by the vote of the FAHC members present at the meeting. Any questions as to precedence or to the general order of business shall be decided without debate.

7.05 QUORUM

A majority of the appointed FAHC members shall constitute quorum for the purpose of conducting a meeting.

7.06 RULES OF ORDER

The “Bourinot’s Rules of Order” shall apply to any process or procedure not dealt with by the Procedural By-law and these terms of reference.

7.07 VACANCIES AND RESIGNATIONS

A vacancy occurs when a FAHC member resigns or when City Council declares a seat vacant. In the event of a FAHC membership vacancy, the following process may occur:

- (1) A formal expression of interest, submitted in writing to the Chair, Vice Chair, or Secretary. Once an expression of interest has been received, it will then be shared with the FAHC members;
- (2) At the next regularly occurring meeting, not less than seven days after the membership has been notified of an expression of interest for a vacant seat, members shall vote on whether to accept the applicant to the FAHC;
- (3) An application is confirmed when a majority of the FAHC members vote in favor of the applicant. Should more than one person express formal interest in joining the FAHC for a single vacant seat, the FAHC shall vote to select their preferred candidate; and
- (4) Candidates for membership shall be notified in writing or via email of the outcome by the executive.

7.08 ATTENDANCE MANAGEMENT

After four (4) consecutive absences by any FAHC member at a regularly scheduled meeting, City staff shall contact the absent FAHC member to determine if they plan to attend the next regularly scheduled FAHC meeting, noting any reasonable or compassionate circumstances which would prohibit their attendance.

If no reasonable or compassionate response is provided, City staff will inform the absent FAHC member that if they are absent from the next regularly scheduled FAHC meeting (the fifth meeting), the FAHC may recommend to City Council that their seat be declared vacant.

7.09 CONFIDENTIALITY, PRIVACY AND CONFLICT OF INTEREST

The FAHC shall abide by and act in accordance with the laws, policies and practices governing all matters related to confidentiality, privacy, and conflict of interest, specifically but not limited to the *Local Governance Act*, SNB 2023, c 18, as amended. Any FAHC City Council member must also abide by By-law No. A-22, A By-law Establishing a Code of Conduct for Members of City Council of the City of Fredericton, as amended.

In addition, every FAHC member shall:

- (1) Respect the confidentiality of all matters discussed at a closed meeting/session of the FAHC and shall keep any information and documentation related thereto confidential;
- (2) Respect and act in accordance with provincial legislation and City policies governing privacy and access to information that may be received as a FAHC member; and
- (3) If the FAHC member has a conflict of interest on any item before the FAHC, they shall declare the conflict, recuse themselves from the meeting and exclude themselves from the vote until the matter is resolved.

7.10 CODE OF CONDUCT

- (1) Public members of the FAHC shall abide by the City Committee Code of Conduct Policy ("Policy"), as amended. This Policy establishes expected standards of conduct of appointed FAHC committee members and provides guidance with respect to conflict of interest, confidentiality, general conduct, use of City property, technology and resources; and
- (2) The FAHC may recommend to City Council the removal of a FAHC member due to absences or disrespect of the Policy, as amended.

ACKNOWLEDGEMENT

I acknowledge that I have read the Terms of Reference for the Fredericton Affordable Housing Committee for the City of Fredericton dated April 3, 2025, and agree to follow and act in accordance with the Terms of Reference.

I further acknowledge that not acting in accordance with the Terms of Reference or the City Committee Code of Conduct Policy may result in my removal from the Fredericton Affordable Housing Committee.

_____, 20__

[April 3, 2025]

Schedule “A”

CHAIR RESPONSIBILITIES:

The FAHC Chair shall:

- Ensure the FAHC is acting in accordance with its Terms of Reference;
- Attend and chair FAHC meetings, maintain order, ensure appropriate time is allocated to each agenda item, ensure meetings stay within allotted timeframes and all items are brought to a suitable resolution;
- Facilitate and encourage participation by all FAHC members;
- Provide leadership in the planning, organization and operation of the activities of the FAHC;
- Provide leadership to manage any potential conflict in the FAHC towards respectful resolution with the support of City staff;
- Create meeting agendas and deal with all other business items in consultation with the City staff;
- Coordinate the flow of information to the FAHC membership, between the FAHC and City Council, as well as between the FAHC and City staff;
- Coordinate the flow of information between the FAHC and community stakeholders, as appropriate;
- Review draft minutes to ensure their accuracy prior to their approval by the FAHC; and
- Alongside the Vice-Chair, represent the FAHC in the community and to the media.

VICE-CHAIR RESPONSIBILITIES:

The FAHC Vice-Chair shall:

- (1) Perform all of the duties of the Chair, in the absence of the Chair.

SECRETARY RESPONSIBILITIES:

The FAHC Secretary shall:

- (1) Capture the minutes of the FAHC, and circulate draft minutes to the FAHC;
- (2) Circulate a meeting agenda and maintain administrative records; and
- (3) Be responsible for communication, correspondence and filing approved FAHC minutes.

From: Office of the City Clerk

Date: Tuesday, April 15, 2025

Title: Serving Agreement Westwood Drive – Maple Leaf Homes

Description:

Council-in-Committee, at its session held on April 14, 2025, considered an administrative report from the Engineering Department requesting authorization and approval of a Servicing Agreement between Maple Leaf Homes Inc. and the City of Fredericton for work being aligned with the capital construction project being undertaken this year on Westwood Drive (T25-38) associated with the adjacent development.

Underground infrastructure on Westwood Drive is being replaced/ upgraded as a capital construction project this year. This is part of ongoing renewal efforts within the Silverwood area. Maple Leaf Homes Inc. has an approved plan for development of their property on Westwood Drive which includes six homes that were constructed in 2024 and twelve additional homes to be constructed in 2025. Installation of service stubs and reinstatement for the development are being included in the capital project, with the actual cost related to the development being reimbursed by the developer.

The existing infrastructure on Westwood Drive is slated for renewal because it includes end of life water main. The planned development on Westwood Drive will add twelve new service connections to the watermain. The capital project would typically include only the renewal of existing infrastructure, and the developer would be responsible for having an approved contractor install their service connections. To complete the renewal and add the service connections within the same project, a Servicing Agreement is required to share the costs appropriately.

The Committee directed that the following resolution be forwarded to City Council for consideration:

BE IT RESOLVED that the Council of the City of Fredericton hereby authorizes and approves the Servicing Agreement between the City of Fredericton and Maple Leaf Homes Inc. with respect to the provision of municipal improvements required for the development of adjacent land ("Agreement"); and BE IT FURTHER RESOLVED THAT the Mayor and City Clerk be authorized to execute the Agreement on behalf of the local government and such further legal documents as may be required to facilitate the Agreement and this resolution.

THIS SERVICING AGREEMENT (“Agreement”) made as of the _____ day of April, 2025.

BETWEEN:

THE CITY OF FREDERICTON, a local government under and by virtue of the *Local Governance Act*, SNB 2017, c.18, located at 397 Queen Street, Fredericton, New Brunswick, E3B 1B5 (hereinafter called the “Local Government”)

OF THE FIRST PART

AND

MAPLE LEAF HOMES INC. incorporated under the *Business Corporations Act*, SNB 1981, c B-9.1, with an office at 655 Wilsey Road, Fredericton, NB E3B 7K3 hereinafter called “Developer”;

OF THE SECOND PART

(each a “Party”, collectively the “Parties”)

WHEREAS the Developer is the registered owner of certain lands located on Westwood Drive in Fredericton, New Brunswick having Service New Brunswick PID 75562660 which said lands are more particularly described in and shown on Schedule “A” (“Lands”);

AND WHEREAS the Developer proposes to develop the lands with eighteen (18) townhouses as shown on the plan entitled “Tentative Subdivision Plan Maple Leaf Homes Inc. Subdivision 2024-1 Creating Lot 24-210 through 24-XXX” attached as Schedule “B” (“Development Area”);

AND WHEREAS the Parties wish to enter into this Agreement for the provision of all Municipal Improvements required for the Development Area to facilitate the completion of the eighteen townhouses notwithstanding that some are the responsibility of the Developer and the Developer wishes to proceed with the servicing of the Development Area through the installation and construction of Municipal Improvements in accordance with the terms and conditions of this Agreement;

AND WHEREAS the Local Government has agreed to renew existing infrastructure on Westwood Drive with a capital construction project in 2025 wherein a contractor would be engaged by the Local Government to complete Municipal Improvements within the municipal right-of-way which would include individual lot service connections to the Lands as shown in Schedule “A” and has received a cost estimate from its engineering consultant for the Municipal Improvements to be provided;

AND WHEREAS the Developer will reimburse the Local Government for the full cost of the Municipal Improvements as outlined on Schedule “C”;

AND WHEREAS the Council of the City of Fredericton adopted a resolution on March 24, 2025 approving and authorizing this Agreement;

NOW THEREFORE THIS AGREEMENT WITNESSES THAT in consideration of the terms and conditions and mutual covenants and agreements set out herein, the receipt and sufficiency of which are hereby acknowledged by each of the Parties, the Local Government and the Developer agree as follows:

1. DEFINITIONS

1.1 In this Agreement:

- (a) “Developer” means Maple Leaf Homes Inc. and where the context permits, shall include the Developer’s agents, employees, contractors and subcontractors.
- (b) “Development Area” means those lands which are outlined, including Lots 24-210 to 24-215 and future buildings, on Schedule “B”;
- (c) “Effective Date” means the date this Agreement was executed by the Local Government;
- (d) “Local Government” means the City of Fredericton and where the context permits, shall include its employees, agents, contractors and sub-contractors;
- (e) “Local Government Standards” means
 - (i) the standards and specifications set out in “the City of Fredericton General Specifications for Municipal Services”, presently in effect and as may be amended in the future from time to time, for the design, construction and installation of all Municipal Improvements;
 - (ii) any additional standards, conditions or requirements imposed upon the Development Area by the Local Government’s Development Officer or Director of Engineering and Operations;
 - (iii) any conditions of the approval of any subdivision plans imposed by the Local Government; and
 - (iv) all codes, legislation, regulations, design and engineering standards applicable to the servicing and development of the Development Area.
- (f) “Municipal Improvements” means all those improvements required by the Local Government to be constructed and installed within the municipal right-of-way to Local Government Standards to serve the Development Area, including but not limited to:
 - (i) sanitary and storm sewer drainage systems including all necessary connections and equipment;

- (ii) water mains including fittings, valves, hydrants and the looping of water mains beyond the Development Area in order to safeguard and ensure the continuous supply of water in the Development Area;
 - (iii) service connections from the sanitary sewer, storm sewer, and water mains to the property lines of the Development Area;
 - (iv) curbs and gutters;
 - (v) asphalt street paving;
 - (vii) grading;
 - (viii) widening of street;
 - (ix) sidewalks, trails and associated lighting;
 - (x) boulevard landscaping; and
 - (xi) general landscaping and tree planting.
- (g) "Servicing Amounts" means the amount of money specified as the "Servicing Amounts" in Schedule "C" which the Developer will pay to the Local Government to reimburse it for some or all of the costs of construction of Municipal Improvements that have been or will be constructed or installed that benefit the Development Area;
- (h) "Subdivision Plan" means the plan of the Development Area prepared by the Developer and approved by the Local Government;
- (i) "Other Utility Service" means electric, telecommunications and natural gas services; and
- (j) "Work" means all of the construction and other work to be done by the Local Government pursuant to or in relation to this Agreement.

2. TERM

- 2.1 This Agreement will continue from the Effective Date until all design, installation, and construction of the Municipal Improvements contemplated herein is substantially complete (i.e. the majority of the work associated with the Municipal Improvements is complete however items, such as but not limited to, landscaping or tree planting may be outstanding) and the Servicing Amounts have been paid ("Term").

3. AMOUNTS PAYABLE UNDER THIS SERVICE AGREEMENT

- 3.1 The Developer acknowledges and agrees that the Local Government and the Developer are properly and legally entitled to make provision in this Agreement, for the purposes specified herein, for the payment by the Developer to the City of Servicing Amounts prescribed in this Agreement, and further:
- (a) The Developer acknowledges that the Local Government has agreed to enter into this Agreement on the representation and agreement of the Developer to pay the Local Government the sums specified in this Agreement;

- (b) The Developer acknowledges that it is voluntarily entering into this Agreement and agrees that the Local Government is fully entitled in law to recover from the Developer the sums specified in this Agreement;
- (c) The Developer hereby waives for itself and its successors and assigns any and all rights, defences, actions, causes of action, claims, demands, suits and proceedings of any nature or kind whatsoever, which the Developer has, or hereafter may have, against the Local Government in respect to the Developer's refusal to pay the sums specified in this Agreement; and
- (d) The Developer, for itself and its successors and assigns, hereby releases and forever discharges the Local Government from all actions, claims, demands, suits and proceeding of any nature of kind whatsoever which the Developer has, or may hereinafter have, if any, against the Local Government in respect to any right or claim, if any, for the refund or repayment of any sums paid by the Developer to the Local Government pursuant to this Agreement.

4. REPRESENTATIONS, COVENANTS AND DUTIES OF THE LOCAL GOVERNMENT

- 4.1 The Local Government shall issue a tender for the renewal of water and sewer infrastructure on Westwood Drive as part of its 2025 capital construction projects.
- 4.2 Further to Section 4.1, the Local Government shall provide the estimated (final) cost of the Municipal Improvements associated with the Lands and the Development Area to the Developer within five (5) days of the award of the tender between the Local Government and its contractor.
 - (a) The Local Government may terminate this Agreement, at its sole discretion, at no cost, without cause at any time, upon giving five (5) days prior written notice of termination to the Developer.
- 4.3 The Local Government covenants that all Municipal Improvements shall be constructed and installed in a good and workmanlike manner and in accordance with this Agreement, including but not limited to, the requirements of Local Government Standards and any applicable federal or provincial standards.
- 4.4 The Local Government shall commence and conclude the construction and installation of the Municipal Improvements, with the exception of landscaping (including any applicable tree planting), within one (1) year of October 31 in the year this Agreement is executed, or such additional period as the Local Government determines, in its sole discretion, is feasible and appropriate. Landscaping and tree planting shall be completed within a further period of one (1) year, or such additional period as the Local Government determines, in its sole discretion, is feasible and appropriate.
- 4.5 The Local Government confirms that the order of construction and installation of the Municipal Improvements shall be as follows:

- (a) Strip topsoil and grade;
- (b) Underground utilities:
 - (i) sanitary sewer mains;
 - (ii) water mains;
 - (iii) sanitary sewer and water connections;
 - (iv) storm sewer lines;
 - (v) pre-grading of service area to be completed.
- (c) Streets or roads; and
- (d) Easement grading and trail construction.

4.6 The Local Government is responsible for paying the initial costs and expenses associated with this Agreement including but not limited to all the costs and expenses of or in any way associated with:

- (a) retaining its consultants;
- (b) preparing the Plans and any amendments thereto;
- (c) preparing and registering any documentation at Service New Brunswick;
- (d) installing and completing the Municipal Improvements; and
- (e) any related costs or fees.

4.7 The Local Government shall invoice the Developer for the actual price or cost of the Municipal Improvements, payable by the Developer, associated with the Lands and Development Area.

4.8 The Local Government shall during the Term and at their own expense acquire and maintain a commercial general liability and auto liability insurance policy with respect to their business and the business carried on under this Agreement, including bodily injury, death and damage to property in the amount of at least Five Million Dollars (\$5,000,000.00). This insurance policy shall be procured from an insurance company licensed to do business in the Province of New Brunswick.

4.9 Further to Section 6.6, the Local Government shall provide a discharge of any caveat or notice, that has been registered on title, to the Developer upon performance of all of the Developer's obligations under this Agreement to the satisfaction of the Local Government.

5. REPRESENTATIONS, COVENANTS AND DUTIES OF THE DEVELOPER

5.1 Further to Section 4.2, the Developer shall provide confirmation in writing or by email to the Local Government if it wishes to proceed with this Agreement within five (5) days of receiving the estimated (final) cost.

- (a) Further to Section 4.2, if the Developer decides to terminate this Agreement, at their sole discretion, at no cost, without cause, the Developer shall provide a notice of termination in writing or by email to the Local Government within five (5) days of receiving the estimated (final) cost.

5.2 The Developer shall grant the Local Government a nonexclusive license to access, use and occupy its Lands for the Term for the purpose of completing the Municipal Improvements under this Agreement.

- 5.3 The Developer agrees the use of the Lands shall comply with the requirements of the Local Government's By-law No. Z-5, A Zoning By-law for the City of Fredericton and By-law No. Z-4, A Subdivision By-law, as may be amended from time to time.
- 5.4 The Developer covenants that it has or will have the necessary financial resources to complete all of the Developer's obligations under this Agreement; and that it is in compliance with all applicable laws and regulations that affects the Developer or its operations.
- 5.5 The Developer shall be solely responsible for all costs and expenses associated with this Agreement including but not limited to all the costs and expenses of or in any way associated with installing and completing the Municipal Improvements, and the Local Government enforcing this Agreement.
- 5.6 The Developer shall be solely responsible for completing all work and for all costs and expenses associated with extending services to the townhouses and connecting to the Municipal Improvements, which the Local Government installs to the property line of the Development Area.
- 5.7 The Developer shall also be responsible for and shall pay the Local Government all legal costs, fees, expenses and disbursements incurred by the Local Government in enforcing or otherwise dealing with any default of the Developer under this Agreement.
- 5.8 The Developer shall be responsible for making arrangements with Other Utility Service providers and shall solely be responsible for all costs and expenses relating to the installation of lines, equipment and facilities required for such utility services within the Development Area, within the street adjoining the Development Area, and within the streets and rights-of-way outside the Development Area, if required.
- 5.9 The Developer shall pay the Local Government within thirty (30) days of receipt of an invoice from the Local Government.
- 5.10 The Developer acknowledges that a failure to pay an invoiced amount will be a default under this Agreement.
- 5.11 The Developer hereby waives for itself and its successors and assigns any and all rights, defences, actions, causes of action, claims, demands, suits and proceedings of any nature or kind whatsoever, which the Developer has, or hereafter may have, against the Local Government in respect to the Developer's refusal to pay the sums specified in this Agreement.
- 5.12 The Developer shall comply with, and pay any required amount under, the Local Government's By-law No. W-3, A By-law Respecting Water Rates and Sewer Rentals, as amended from time to time.

- 5.13 The Developer acknowledges and agrees that the Local Government does not guarantee and nothing in this Agreement shall be deemed a guarantee of an uninterrupted supply or of a sufficient or uniform water pressure or a defined quality of water. Further, the Developer also acknowledges and agrees that the Local Government shall not be liable to the Developer or to any person, firm or corporation for any damage or injury caused by the interruption of the supply of water, the lack of uniform pressure thereof or the quality of water.
- 5.14 The Developer shall comply with the Local Government's By-law No. W-2, A By-Law Relating to the Water and Sewer Systems, as amended, and furthermore, that a separate water meter shall be installed, for each residential connection made to the Local Government's water system. The Developer acknowledges that the water meter brand and model will be specified by the Local Government, the size of the meter shall be determined by and approved by the Local Government and that installed water meters are Local Government property.
- 5.15 The Developer acknowledges and agrees that the Local Government may terminate or refuse the Developer's connection to the Local Government's water system pursuant to By-law No. W-2, A By-Law Relating to the Water and Sewer Systems, and in the event that the Local Government determines that the Developer is drawing water for an unauthorized purpose or for any other use that the Local Government deems inappropriate in its absolute discretion or if an invoice for water service is in arrears.
- 5.16 Further to Section 5.14, the Developer acknowledges that unpaid "... user charges, fees, rentals and penalties payable for water or wastewater disposal services supplied to ... any land within the local government" for a period over sixty (60) days "constitute a special lien and charge on the land in priority to every claim, privilege, lien or encumbrance of any person, except the Crown," which may be registered against the title of the Lands in favour of the Local Government.
- 5.17 The Developer, for itself and its successors and assigns, hereby releases and forever discharges the Local Government from all actions, claims, demands, suits and proceedings of any nature or kind whatsoever which the Developer has, or may hereinafter have, if any, against the Local Government in respect to any right or claim, if any, for the refund or repayment of any sums paid by the Developer to the Local Government pursuant to this Agreement.
- 5.18 The Developer shall indemnify and save harmless the Local Government and their employees, officers and agents from, of, and against any and all losses, costs, damages, actions, causes of action, suits, claims and demands resulting from anything done or omitted to be done by the Developer, its employees, agents, contractors, subcontractors or Developers, including anything done or omitted to be done in pursuance or purported pursuance of this Agreement, or any of the Work hereunder.
- 5.19 The Developer agrees to and shall be bound by and will act in accordance with by-laws of the Local Government as amended from time to time and such other laws and regulations that apply or may apply in the future to the Lands or Development Area and to activities carried out thereon.

- 5.20 The Developer agrees that after sixty (60) days written notice by the Local Government regarding the failure of the Developer to observe or perform any covenant or condition of this Agreement, then in each such case:
- (a) the Local Government shall be entitled to apply to any court of competent jurisdiction for injunctive relief and waives any defense based upon the allegation that damages would be an adequate remedy; and
 - (b) the Local Government reserves the right to pursue any other remediation under the *Local Governance Act*, the *Community Planning Act* or Common Law in order to ensure compliance with this Agreement.
- 5.21 The Parties acknowledge and agree that this Agreement shall not constitute a development permit or other permit of the Local Government. The Developer shall be responsible for obtaining any and all applicable permits, approvals, and licenses, whether municipal, provincial or federal, and will not commence any part of the work requiring any such permit, approval, or license until same has been obtained.
- 5.22 The Developer hereby acknowledges and agrees that it is executing this Agreement having been given the full opportunity to review the same and seek independent legal advice and that the Developer is executing this Agreement freely and voluntarily and of its own accord without any duress or coercion whatsoever and the Developer is fully aware of the terms, conditions and covenants contained herein and the legal effects thereof.

6. ACKNOWLEDGMENTS OF THE PARTIES

- 6.1 The Parties acknowledge and agree that they shall cooperate with any Local Government contractor to allow for the completion of the Municipal Improvements, and by executing this Agreement, the Developer agrees to give the Local Government and their contractors a license to enter the Lands and Development Area during the Term.
- 6.2 The Parties acknowledge and agree that the preliminary estimate of the Servicing Amount is \$148,125.00 plus HST, representing the Developer's contribution to the Municipal Improvements as shown in a cost breakdown attached hereto as Schedule "C", is subject to change should the Local Government determine an alternate value for the Servicing Amounts is required.
- 6.3 The Parties acknowledge and agree that they shall review the final cost for the Servicing Amounts upon completion of the Municipal Improvements to determine the exact value of the reimbursement required to be paid to the Local Government by the Developer based on the work completed for the Municipal Improvements as shown on CBCL Drawing No. CSK-01 attached as part of Schedule "C".
- 6.4 The Parties acknowledge and agree that the design and construction of the Municipal Improvements and related appurtenances shall solely be determined by the Local Government.

- 6.5 The Parties acknowledge and agree that except as otherwise specifically provided in this Agreement, all monies owed by the Developer to the Local Government shall bear interest calculated monthly and calculated from the date upon which such sum or monies are due and payable and such interest shall be calculated at a rate of 1.5% per month (18.0% per annum).
- 6.6 The Parties acknowledge and agree that the covenants and obligations on the part of the Developer in this Agreement shall constitute covenants running with the land and shall be binding upon the Developer and its successors and assigns and all owners of the Development Area or any part thereof, and the Local Government shall be entitled to register a caveat or notice upon the title of the Development Area to record the existence of this Agreement. Further to Section 4.9, the Parties acknowledge and agree that the Developer shall register any discharge of a caveat or notice on the title of the Development Area.
- 6.7 The Parties acknowledge and agree that this Agreement is not intended to nullify, replace, circumvent, extend or modify any existing statutes, by-laws or permit conditions which govern development or construction within the Local Government.
- 6.8 The Parties acknowledge and agree that they shall execute and deliver any and all such further documents, instruments and assurances which are not inconsistent with anything expressed or implied and which may be reasonably necessary or desirable to give full force and effect to this Agreement.
- 6.9 The Local Government and the Developer acknowledge and agree that any rights and remedies available to the Local Government whether specified in this Agreement or otherwise available at law, are cumulative and not in substitution for or an alternative and the Local Government shall be entitled to enforce any right or remedy in any manner the Local Government deems appropriate in its discretion without prejudicing or waiving any other right or remedy otherwise available to the Local Government. Further, the Local Government and the Developer hereby represent, warrant, covenant and agree that all of the costs for the construction and installation of the Municipal Improvements for the Development Area, as set out in this Agreement, are estimates, and as such shall in no way limit or restrict the Developer's responsibility under this Agreement, nor in any way whatsoever establish or otherwise suggest a maximum amount of the Developer's obligations under this Agreement.
- 6.10 The Local Government and the Developer acknowledge and agree that if this Agreement is terminated, the Developer will be solely responsible for the reinstatement of granulars, curb and gutter, and asphalt on the Lands and Development Area. In addition, the Parties acknowledge and agree that all the work associated with this Agreement will not be carried out or completed by the Local Government with respect to the Municipal Improvements, as outlined under this Agreement, and should the Developer decide to complete the work associated with the Municipal Improvements at a later date, it will be at the sole cost, expense and responsibility of the Developer at such time and any cost estimate provided under this Agreement would not apply.

- 6.11 The Local Government and the Developer acknowledge and agree that the expiration or the termination of this Agreement shall not release either Party of its obligations, duties or liabilities under this Agreement that existed prior to such expiration or termination.

7. GENERAL TERMS AND CONDITIONS

- 7.1 **Local Government's Representative:** All references in this Agreement to the Local Government, include any person duly authorized to act on behalf of the Local Government thereunder.
- 7.2 **Sections, Headings and Interpretation:** The division of this Agreement into sections and the insertion of headings are for convenience of reference only and do not affect its interpretation.
- 7.3 **Time of the Essence:** Time shall be of the essence in this Agreement.
- 7.4 **Currency:** All dollar amounts referred to in this Agreement are Canadian dollars, unless expressly provided or stated otherwise.
- 7.5 **Severability / Partial Invalidity:** If any term or provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, it shall be deemed to be severed from this Agreement, and the remaining terms and conditions shall nevertheless remain in full force and effect.
- 7.6 **Agreement and Amendments:** This Agreement, including its preamble, constitutes the entire agreement and understanding between the Developer and the Local Government with respect to the Municipal Improvements, and supersedes all prior negotiations, communications and other agreements, whether written or oral, relating to the subject matter hereof. Any amendment or modification to this Agreement shall have no force or effect unless it is in writing and signed by duly authorized representatives of each of the Local Government and the Developer.

The following documents form part of this Agreement and are listed in order of precedence in the event of any conflict or inconsistency between them:

- (a) this Agreement and
 - (b) the attached Schedules.
- 7.7 **Waiver:** The failure of the Local Government at any time to require strict performance by the Developer of any obligation under the Agreement shall in no way affect its right thereafter to enforce such obligation, nor shall the waiver by the Local Government of the performance of any obligation hereunder be taken or held to be a waiver of the performance of any other obligation hereunder at any later time. The Local Government specifically retains its rights at law to enforce this entire Agreement. The Local Government's waiver of all or any portion of the Agreement must, without exception, be in writing and signed by the Director of Engineering and Operations and any action that fails to comply with this

requirement will under no circumstances be considered or construed to be a waiver.

- 7.8 **Disputes:** If there is a dispute between the Local Government and the Developer arising out of or relating to this Agreement, or the subject matter hereof, the Local Government and the Developer agree that they shall each make all reasonable efforts to resolve any such dispute on a timely basis through amicable negotiations. Disputes shall promptly be referred by each Party to their respective senior management representatives who have the authority to resolve and settle any such disputes on their behalf. The senior management representatives shall meet (in person or virtually) within five (5) business days of such referral to attempt to resolve the dispute. In the event that such representatives cannot resolve the dispute within ten (10) days or such longer period as the Parties may agree in writing, either Party may elect, upon giving prior written notice to the other Party, to resolve the matter through mediation or arbitration by a mutually acceptable mediator or arbitrator in accordance with the *Arbitration Act*, SNB, 2014, c. 100, as amended or litigation proceedings in the courts of the Province of New Brunswick. Notwithstanding the foregoing, nothing in this Section 7.8 shall prevent the Local Government from exercising its rights of termination set out under this Agreement in the circumstances described therein. It is further agreed by the Parties that they shall pay their own costs of any mediation, arbitration or litigation.
- 7.9 **Enurement:** This Agreement shall enure to the benefit of and be binding on the Local Government and on the successors and permitted assigns of the Developer.
- 7.10 **Notices:** Any notice to be given under this Agreement by the Local Government or the Developer shall be in writing and delivered by hand, by email transmission or by registered mail, to the other Party at the address and to the attention of the contact individual indicated below:

To the Local Government:

The Office of the
City Clerk
397 Queen Street
Fredericton, NB E3B 1B5
cityclerk@fredericton.ca

To the Developer:

Erik de Jong
655 Wilsey Road
Fredericton, NB E3B 7K3
erik@slopesideholdings.com

A notice shall be deemed to be duly given and received upon delivery, if delivered by hand; upon receipt of the email transmission, if the transmission is received by the intended recipient prior to the recipient's close of business (and otherwise on the next business day of the recipient); or three (3) business days after posting, if sent by registered mail with a return receipt. Either Party may change its address or contact for receipt of notices, provided that such Party gives notice thereof in accordance with this Section 7.10 and confirms the effective date of the change in such notice.

- 7.11 **Counterparts:** This Agreement may be signed by the Local Government and the Developer in one or more counterparts (in original or electronic form), each of which when signed and delivered will be deemed an original, but all of which together

will constitute one and the same instrument; however, this Agreement will be of no force or effect until executed by all Parties. Executed signature pages delivered by facsimile or electronic mail will be deemed for all purposes to be original counterparts of this Agreement.

- 7.12 **Words in the Singular:** Where the context so requires in this Agreement, words in the singular include the plural and vice versa.
- 7.13 **Contra Proferentem Rule Not Applicable:** Should any provision of this Agreement require judicial interpretation, mediation or arbitration, it is agreed that the court, mediator or arbitrator interpreting or construing the same shall not apply a presumption that the terms thereof shall be more strictly construed against one Party by reason of the rule of construction that a document is to be construed more strictly against the Party who itself or through its agent prepared the same, it is agreed that both Parties, directly or through their agents, have participated in the preparation hereof.
- 7.14 **Costs:** It is acknowledged that each Party shall pay their own costs, charges and expenses of and incidental to the preparation of this Agreement.
- 7.15 **Governing Law:** The Parties acknowledge and agree this Agreement shall be governed by, construed, interpreted and enforced in accordance with the laws of the Province of New Brunswick and any federal laws of Canada applicable therein. The Parties submit to the exclusive jurisdiction of the courts of the Province of New Brunswick, that is, any claim or dispute with respect to or in relation to this Agreement shall be determined by a court of competent jurisdiction within the Province of New Brunswick.
- 7.16 **Survival:** Any provision of this Agreement which expressly or by implication from its nature is intended to survive the termination or completion of the Agreement will continue in full force and effect after any termination, expiry or completion of the Agreement. More specifically, neither the expiry nor the earlier termination of this Agreement shall relieve or be deemed to relieve, a Party from any duties, obligations or liabilities hereunder that accrued prior to such expiration or termination, including but not limited to those duties and obligations set out herein with respect to the reimbursement of or payment for the full cost of the Municipal Improvements.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
PARTIES TO SIGN ON THE FOLLOWING PAGE**

SCHEDULE A

Description

ALL that certain lot, piece or parcel of land and premises situate, lying and being in Silverwood, in the City of Fredericton, in the County of York and Province of New Brunswick and being more particularly bounded and described as follows: Beginning at a point on the easterly limits of Fairview Drive, said point having NB Grid (Nad83) values of E 2479122.196 and N 7440546.230; thence on an NB Grid Azimuth of 132 degrees 35 minutes 20 seconds a distance of 10.942 meters to a point; thence 125 degrees 58 minutes 04 seconds a distance of 87.854 meters to a point; thence 108 degrees 07 minutes 21 seconds a distance of 70.362 meters to the westerly limits of Hummingbird Street; thence 277 degrees 08 minutes 21 seconds a distance of 11.053 meters to a point; thence 288 degrees 07 minutes 40 seconds a distance of 59.896 meters to a point; thence 305 degrees 58 minutes 04 seconds a distance of 48.189 meters to a point; thence 278 degrees 08 minutes 24 seconds a distance of 35.813 meters to a point; thence 319 degrees 56 minutes 20 seconds a distance of 4.000 meters to the easterly limits of Fairview Drive; thence along said easterly limits of Fairview Drive 357 degrees 23 minutes 30 seconds a distance of 24.417 meters to the place of beginning, containing an area of 775.3 square meters by admeasurement. BEING the same lands and premises, which are the subject the Stop-up and Close instrument number 41109654 duly registered at the Provincial Land Registration Office in the District of New Brunswick on 2021-03-29 and shown on Schedule "I" of instrument number 41109654.

AND ALSO

ALL that certain lot, piece or parcel of land and premises situate, lying and being in the city of Fredericton, in the Parish of Kingsclear in the County of York and Province of New Brunswick, bounded and described as follows: Beginning at an iron pin located at the south western corner of the Motel lot in the Silverwood Subdivision and being on the easterly limit of an existing road; thence by true bearings South eighty-eight degrees twenty-eight minutes East (S 88 28 E) along the south limits of the aforesaid Motel lot and the prolongation thereof a distance of five hundred ninety-one and threetenths feet (591.3') to an iron pin, said iron pin being on the westerly limit of a proposed road; thence along the said limit of the proposed road South twenty-three degrees sixteen minutes West (S 23 16 W) two hundred sixty-nine and three-tenths feet (269.3') to an iron pin located where the westerly limit of the said proposed road meets the northerly limit of an existing road; thence North seventy-two degrees eight minutes West (N 72 08 W) along the said northerly limit of the existing road two hundred forty-two and four-tenths feet (242.4') to an iron pin; thence North fifty-four degrees twenty-nine minutes West (N 54 29 W) continuing along the said limits of existing road two hundred eighty-one feet (281.0') to an iron pin; thence North fortyfive degrees twenty-three minutes West (N 45 23 W) and continuing along the said limit of the existing road thirty-five and nine-tenths feet (35.9') to the place of beginning, containing two acres more or less. Being the same lands described in Deed 130237 to Silverwood Motel Company, registered in the York County Registry office on 1969-11-05 in book 341, at page 543.

SCHEDULE A

Service New Brunswick

Service Nouveau-Brunswick

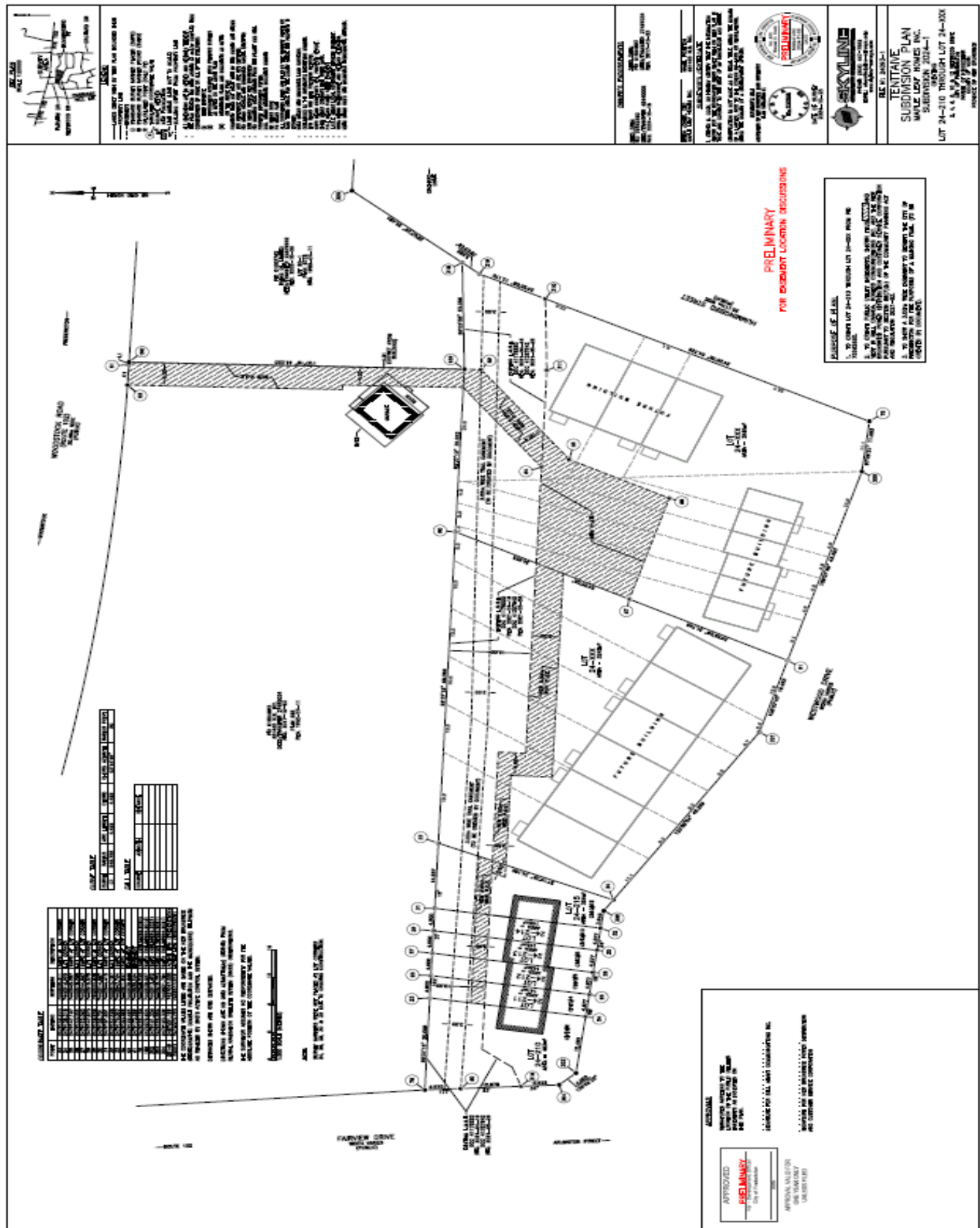


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0 25.0 50.0 75.0 metres

SCHEDULE B



SCHEDULE C

Servicing Amounts Estimate

CONTRACT PRICES					
Item No.	Description	Unit of Measure	Estimated Quantity	Contract Unit Price	Extended Total
1	200 mm dia. PVC DR35 Gravity Sanitary Sewer	m		\$550.00	\$0.00
2	1200 mm dia. Precast Concrete Sanitary Manholes	Each		\$9,000.00	\$0.00
3	100 mm dia. Sanitary Sewer Lateral	m	200	\$230.00	\$46,000.00
4	Reconnection of Existing Sanitary Service Laterals	Each		\$1,500.00	\$0.00
5	Cap and Mark New Sanitary Service Laterals	Each	12	\$1,700.00	\$20,400.00
6	200 mm dia. Ductile Iron Water Main	m		\$620.00	\$0.00
7	150 mm dia. Ductile Iron Water Main	m		\$475.00	\$0.00
8	200 mm dia. Gate Valves c/w Precast Chamber	Each		\$10,000.00	\$0.00
9	20 mm Type K Water Service Laterals	m		\$230.00	\$0.00
10	25 mm Type K Water Service Laterals	m	150	\$250.00	\$37,500.00
11	Reconnection of Existing Water Service Laterals	Each		\$1,600.00	\$0.00
12	Cap and Mark New Water Service Laterals	Each	12	\$1,700.00	\$20,400.00
13	Fire Hydrant c/w valve stand box and hydrant tee	Each		\$11,000.00	\$0.00
14	Temporary Water System	L.S.		\$10,000.00	\$0.00
15	100 mm dia. Storm Sewer Lateral	m		\$240.00	\$0.00
16	Reconnect Existing Storm Service Lateral	Each		\$1,500.00	\$0.00
17	Cap and Mark New Storm Service Laterals	Each		\$1,700.00	\$0.00
18	250 mm dia. Catch Basin Leads	m		\$430.00	\$0.00
19	450 mm dia. Storm Sewer Main	m		\$620.00	\$0.00
20	750mm dia. Precast Concrete Catch Basins	Each		\$6,000.00	\$0.00
21	1200 mm dia. Precast Concrete Storm Manholes and Catch Basins	Each		\$9,000.00	\$0.00
22	Asphalt Type D (II)	Tonne	16	\$230.00	\$3,680.00
23	Asphalt Type B (II)	Tonne	36	\$210.00	\$7,560.00
24	Granular Base (31.5 mm Crushed Rock)	m³	25	\$55.00	\$1,375.00
25	Granular Subbase (75 mm Crushed Rock)	m³	50	\$52.00	\$2,600.00
26	Pit Run Gravel	Tonne	210	\$20.00	\$4,200.00
27	Type N2 Geotextile	m²	160	\$6.00	\$960.00
28	Concrete Curb and Gutter	m	30	\$115.00	\$3,450.00
29	Topsoil (Includes pick-up, delivery & placement)	m²		\$10.00	\$0.00
30	Hydroseed (includes soil preparation, supply& placement)	m²		\$5.00	\$0.00
31	Landscape Maintenance (includes watering, mowing & applying lime and fertilizer)	L.S.		\$5,000.00	\$0.00
32	Traffic Control	L.S.		\$10,000.00	\$0.00
33	Rigid Insulation (100mm thick)	m²		\$45.00	\$0.00
34	Clean Stone Bedding	m³		\$30.00	\$0.00
35	Solid Rock Excavation	m³		\$120.00	\$0.00
SUBTOTAL ESTIMATED CONTRACT PRICE					\$148,125.00
15% Harmonized Sales Tax (H.S.T.) Amount					\$22,218.75
TOTAL ESTIMATED CONTRACT PRICE					\$170,343.75

From: Office of the City Clerk

Date: Tuesday, April 15, 2025

Title: Acquisition of a Portion of 20 Patience Lane for Right of Way Purposes

Description:

Council-in-Committee, at its session held on April 14, 2025 considered an administrative report from the Manager of Real Estate which requested Council authorization for the acquisition of a ±86m² portion of 20 Patience Lane, Fredericton, NB, SNB PID 75538355, shown on the attached Schedule “A”, from J. Hanson Rentals Ltd., to be added to Patience Lane (Public) in order to facilitate the construction of a roundabout connecting Patience Lane to Prospect Street which is scheduled to take place during the 2025 construction period.

The land in question was acquired by J. Hanson Rentals Ltd. in 2020 for the purpose of developing residential housing units. The buildings have now been constructed and are occupied. Due to the increase in population density in the area, including additional development on the Golf Club Road side of Prospect Street, staff have determined that a roundabout would be beneficial in easing traffic concerns in the area. Staff from the engineering department determined that a small portion of the Hanson lot would be required to properly construct the roundabout and associated walking paths and sidewalks. A Highway Usage Permit is also being sought from the Province in order to work along Prospect Street.

The Engineering department reached out to the Real Estate department in order to negotiate the acquisition of the portion of land required to be added to Patience Lane (Public) to facilitate the construction. The owner was contacted in late 2024 to advise of the upcoming work and to discuss land requirements. Once designs were finalized and the amount of land required was established, staff from Real Estate once again contacted the owner to discuss requirements.

This project has been discussed at various Property Management Committee meetings as the tendering process progressed. No concerns were raised internally as to any issues with the land to be acquired.

Compensation was determined by acquiring a formal appraisal for the land, which established the value to be \$13,400.00. The owner has received a copy of the appraisal and has signed an Offer Letter outlining the details of the proposed transaction. The

tentative subdivision plan will be reviewed at Planning Advisory Committee during their regular meeting of April 16, 2025.

Staff from the Real Estate department have drafted the attached standard Agreement of Purchase and Sale which contains, but is not limited to, the following terms and conditions:

- Purchase Price: \$13,400, based on independent appraisal
- Closing date: May 30, 2025
- City responsible for PAC application and Subdivision Plan

Given the increased traffic in the area and the need for better pedestrian access to the new developments, staff from planning, engineering and real estate all agree this transaction will be a positive outcome for all parties involved as well as the community in general.

The Committee directed that the following resolution be forwarded to City Council for consideration:

BE IT RESOLVED that the Council for the City of Fredericton hereby authorizes and approves the acquisition of a ±86m² portion of 20 Patience Lane, Fredericton, NB, SNB PID 75538355, from J. Hanson Rentals Ltd. for the sum of Thirteen Thousand Four Hundred Dollars (\$13,400.00) plus any applicable taxes and adjustments, subject to terms and conditions; and hereby authorizes the Mayor and City Clerk to execute any legal documentation required to facilitate this transaction.

Schedule "A"
The Property

AGREEMENT OF PURCHASE AND SALE

This Agreement made in duplicate, this ____ day of _____, 2025.

BETWEEN:

J. HANSON RENTALS LTD., a body corporate having its registered office at 1430 Hanwell Road, Fredericton New Brunswick, E3C 1N3, **hereinafter called the "Vendor"**.

-AND-

THE CITY OF FREDERICTON, a municipal corporation by virtue of the *Local Governance Act*, S.N.B. 2017, C. 18, and amendments thereto, having its head office at 397 Queen Street, Fredericton, New Brunswick, E3B 1B5, **hereinafter called the "Purchaser"**.

WHEREAS the Vendor is the owner of the parcel of land designated as 20 Patience Lane, in the City of Fredericton, County of York and Province of New Brunswick, being more specifically identified as SNB PID 75538355, (the "Vendor's Property");

AND WHEREAS the Vendor has agreed to convey to the Purchaser a ±86 m² portion of the Vendor's Property (the "Property") to be added to Patience Lane (Public) which portion of the Vendor's Property is more particularly described or depicted on Schedule "A", attached hereto and forming part hereof.

AND WHEREAS the Parties acknowledge that this Agreement shall be subject to the final approval of Council for the City of Fredericton;

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the sum of \$1.00 (One Dollar) and other valuable consideration now paid by the Purchaser to the Vendor, the receipt of which sum is hereby acknowledged, the Vendor hereby agrees to sell to the Purchaser and the Purchaser hereby agrees to purchase from the Vendor the Property, subject to the terms and conditions herein contained.

1. THE PROPERTY

1.1 The Vendor agrees to sell to the Purchaser and the Purchaser agrees to purchase from the Vendor all of the Vendor's right, title and interest in and to the Property.

2. CONSIDERATION AND METHOD OF PAYMENT

2.1 The Purchase Price of the Property shall be the sum of Thirteen Thousand Four Hundred Dollars (\$13,400.00) of lawful money of Canada, (the "Purchase Price"), plus applicable HST.

2.2 The Purchase Price shall be payable by Cheque, in trust, to the Vendor's Solicitor in trust, or by such other means of payment as the Vendor may otherwise direct, on the Closing Date, subject to the adjustments stipulated within this Agreement.

2.3 In consideration of the Vendor agreeing to sell the Property to the Purchaser, the Purchaser agrees to purchase the Property from the Vendor.

3. ADJUSTMENTS

3.1 Adjustments shall be made on the Closing Date for all items normally adjusted between a vendor and purchaser in respect of the sale of Property similar to the Property, including, without limitation and to the extent applicable to this transaction, realty taxes, local improvement rates, insurance, rentals, mortgage interest, municipal liens, water rates and fuel.

4. CLOSING

4.1 Subject to any other provisions contained herein, the Purchase of the Property by the Purchaser shall be completed on May 30, 2025, or such earlier or later date as the Parties may mutually agree to in writing (the "Closing Date"). The purchase of the Property shall be completed at a time as the Parties may mutually agree upon on the Closing Date in the office of the Solicitors for the Vendor, or other agent designated by the Vendor, or at such other place or time as the Parties may mutually agree to in writing. Delivery of documents or money hereunder may be made upon the Vendor or the Purchaser or their respective solicitors on the Closing Date.

5. ACCEPTANCE, CONDITIONS AND RESTRICTIONS

5.1 The Parties shall indicate the date on which each has executed this Agreement in the space provided immediately above the execution line and upon such execution of the last Party signatory being communicated to the other Party or its solicitors pursuant to Section 11, this Agreement shall become a binding agreement for the purchase and sale of the Property.

5.2 The Purchaser acknowledges that the Due Diligence Period, as defined in Section 6, is calculated based from the date that this document becomes a binding agreement.

5.3 The Parties acknowledge and agree that the completion of the sale and purchase of the Property as contemplated by this Agreement is conditional upon the Vendor and the Purchaser satisfying and complying with the terms and conditions contained in Schedule "B" annexed hereto and forming part hereof.

6. PROPERTY

6.1 The Purchaser shall be allowed up to and including the Closing Date, which shall be referred to as the "Due Diligence Period", to satisfy itself that:

- (a) the title to the Property is good and free from restrictions, mortgages, charges, liens and encumbrances except as otherwise specifically provided in this Agreement and save and except for: (i) any registered restrictions or covenants that run with the Property, provided that such have been complied with, (ii) any registered municipal agreements and agreements with publicly regulated utilities, provided that such have been complied with, (iii) any easements and rights-of-way, provided that such have been complied with, (iv) any qualifications, reservations, provisos and limitations contained in or imposed by any applicable statute and/or any authority having jurisdiction over the Property provided that such have been complied with, (v) any discrepancies in title or possession which would be disclosed by an up-to-date survey;
- (b) there are no outstanding orders, deficiency notices or directives issued by any federal, provincial or municipal authority affecting the Property; and

6.2 If, within the Due Diligence Period, the Purchaser notifies the Vendor or the Vendors' Solicitors of any valid objection to title or to any outstanding order, deficiency notice or directive or to the fact that the present use of the Property may not be lawfully continued and which the Vendors are unable or, in

their discretion, determine not to remove, remedy or satisfy and which the Purchaser will not waive, this Agreement shall, notwithstanding any intermediate acts or negotiations in respect of any such matter, be at an end, then the Vendor shall refund to the Purchaser the amount paid without interest or penalty and the Vendor shall not be liable for any costs or damages or other claims. Save as to any valid objection so made within the Due Diligence Period, and except for any objection going to the root of the title, the Purchaser shall be conclusively deemed to have accepted the Vendors' title to the Property.

6.3 The Purchaser shall not call for the production of any title deed, abstract, survey or other evidence of title to the Property except as are in the control or possession of the Vendor. The Vendor agrees that the Vendor will deliver any sketch or survey of the Property in the Vendor's control or possession to the Purchaser as soon as practicable and prior to the last day allowed for examining title to the Property. The Purchaser shall be solely liable for the cost of any up-to-date survey, surveyor's description or reference plan of the Property that may be required in connection with the completion of the transaction contemplated by this Agreement.

6.4 The Vendor, upon the request of the Purchaser, shall forthwith deliver letters in a form satisfactory to the Purchaser addressed to such governmental authorities as may be reasonably requested by the Purchaser or its solicitors authorizing the release of any information as to compliance matters which such governmental authorities may have pertaining to the Property; provided, however, that nothing herein contained shall be deemed to authorize or permit the Purchaser to request any governmental or municipal inspections of the Property. If this Agreement is not completed the Purchaser shall keep any such information strictly confidential and shall not use it for any purpose whatsoever.

6.5 There is no condition, representation or warranty of any kind, express or implied, that the condition of the Property shall be appropriate for any particular use, unless expressly set out herein, or that the present use by the Vendor or the future intended use by the Purchaser is or will be lawful or permitted, or that any sketch or survey delivered by the Vendor to the Purchaser is complete or accurate. Without limiting the generality of the foregoing, this Agreement shall not be affected by any change in the zoning or use of the Property prior to completion. The Vendor shall not apply for any change in zoning after the Acceptance Date and prior to completion or termination of this transaction, without the Purchaser's prior written approval or consent.

6.6 Except as otherwise set out in this Agreement, the Purchaser acknowledges that the Vendor has not given any representations or warranties regarding the title to or the condition of the Property, including, without limitation, no representations or warranties regarding: (i) the sufficiency of any drainage; (ii) the availability of public utilities and services for the Property; (iii) whether the transaction contemplated herein would comply with the subdivision control provisions of applicable planning legislation; (iv) the environmental condition of the Property, including, without limitation, the presence of toxic wastes or hazardous substances, in, on or about the Property; or (v) the acreage, rentable area, or dimensions of the Property. The Purchaser acknowledges having had the opportunity to inspect the Property and expressly agrees and acknowledges that it does and shall accept the Property in "as is, where is" condition. Specifically, and without limiting the generality of the foregoing, the Purchaser further covenants and agrees that the Vendor has not provided any representations, warranties, promises or collateral agreements with respect to the Property, and in all respects the Purchaser has relied upon its own due diligence investigations respecting the Property, and its proposed use and development. Without restricting any of the foregoing, the Purchaser covenants and agrees that it shall accept, and be responsible for, any and all latent and patent defects which may affect the Property (regardless of representations and disclosures by the Vendor, or lack thereof) and waives all present and future claims or causes of action in contract or in tort in relation to all or any of the foregoing.

7. SITE CONDITION

7.1 Subject to the Purchaser satisfying itself with respect to the prior conditions stipulated in Section 5.3, the Vendor agrees to sell the Property “as is” and the Purchaser agrees to purchase the Property “as is”.

8. OBLIGATIONS ON CLOSING – THE VENDOR

8.1 The Vendor shall execute and deliver to the Purchaser on or before the Closing Date, the following:

- (a) Subdivision Plan - such Subdivision Plan, as prepared and provided by the Purchaser, in registerable form as may be required to transfer to the Purchaser all of the Vendors’ right, title and interest in the Property;
- (b) Vendor’s HST Certificate - a certificate of the Vendor to indicate whether or not the Vendor is registered under the Harmonized Sales Tax provisions of the *Excise Tax Act* and the Vendor’s registration number shall be provided therein, such certificate to be prepared at the expense of the Purchaser;
- (c) Corporate Resolution – if required, a certified copy of the appropriate corporate resolution of the Vendor approving and authorizing the disposal of the Property, copies of which shall be attached to the Statement of Adjustments; and

8.2 Unless otherwise indicated, all of the documents referred to in Section 8.1 shall be prepared by the Vendor at the Vendor’s expense.

9. OBLIGATIONS ON CLOSING – THE PURCHASER

9.1 The Purchaser shall execute and deliver to the Vendor on the Closing Date the following:

- (a) Purchase Price – pay the Purchase Price; subject to such terms, conditions and practice customary to such payment, as the Parties or their solicitors may further agree in writing, and such amount to be payable to the Vendor or Vendor’s Solicitor, or as the Vendor may otherwise direct, subject to the adjustments set forth in Section 3.1 and consistent with the Statement of Adjustments provided for in Section 8.1(b);
- (b) Corporate Resolution - a certified copy of the appropriate corporate resolution of the Purchaser approving and authorizing the acquisition of the Property, copies of which shall be attached to the Statement of Adjustments, if applicable; and
- (c) Other - any other documents specifically referred to in this Agreement relative to the completion of this Agreement, together with any other documents relative to the completion of this Agreement as may reasonably be required by the Vendor and the Vendor’s Solicitor, acting reasonably, or by the Purchaser and the Purchaser’s Solicitors, acting reasonably.

10. RISK

10.1 Until the Closing Date and completion of the sale of the Property, all buildings on the Property shall be and remain at the risk of the Vendor and the Vendor shall hold all insurance policies and the proceeds of them in trust for the Parties, as their interest may appear. The Vendor shall notify the

Purchaser immediately, at the request of the Purchaser, the particulars of insurance on the Property. In the event of substantial damage to the Property, the Purchaser may either have the proceeds of the insurance policies and complete the purchase or may cancel this agreement and the Deposit shall be repaid to the Purchaser without interest or deduction.

11. NOTICE

11.1 Any notice, approval or other communication required or permitted to be given hereunder ("Notice") shall be in writing and shall be sufficiently given if personally delivered or if sent by prepaid registered mail or if transmitted by facsimile:

Notice to Purchaser:
The City of Fredericton
397 Queen Street
Fredericton, NB E3B 1B5
Attn: Manager of Real Estate

Notice to: Vendor
J. Hanson Rentals Ltd.
1430 Hanwell Road
Fredericton, NB E3C 1N3
Attention: Jody Hanson

with a copy to the Solicitor of each party.

Purchaser's Solicitor:
T. Ryan Seymour
397 Queen Street
Fredericton, NB E3B 1B5

Tel: 506-260-5985
E-mail: ryan.seymour@fredericton.ca

Vendor's Solicitor:
Elliott McCrea Law
197 Main Street
Fredericton, NB E3A 1E1
Attn: Shelley Mills
Tel: 506-458-5959
E-mail: shelley@emhlaw.com

11.2 Any Notice so given shall be deemed conclusively to have been given and received: (i) if personally delivered, on the date of delivery; or (ii) if sent by facsimile on the first (1st) Business Day after its transmission; or (iii) if sent by prepaid registered mail, on the third (3rd) Business Day following the date of mailing, provided that for such purposes no day during which there shall be a strike or other occurrence which shall interfere with normal mail service shall be considered a Business Day. No such Notice shall be mailed during any actual or apprehended disruption of postal services.

11.3 Either Party may from time to time change its address for service by written notice to the other Party by providing notice as stipulated under this section.

12. MISCELLANEOUS

12.1 This Agreement shall constitute the entire agreement between the Parties and there are no other terms, obligations, covenants, representations, warranties, statements or conditions, oral or otherwise (including statutory), of any kind whatsoever except as set out in writing in this Agreement and all prior negotiations, proposals and writings pertaining to this Agreement or the subject matter hereof are superseded hereby.

12.2 This Agreement shall not be modified or amended except with the written consent of the Vendor and the Purchaser. In addition, no modification or amendment to this Agreement binds the Vendor or the Purchaser unless it is in writing and has been duly executed by both Parties.

12.3 This Agreement and everything relating hereto shall be construed and enforced in accordance with the laws of the Province of New Brunswick and the laws of Canada applicable therein.

12.4 Any provision of this Agreement which is determined to be void, prohibited or unenforceable

shall be severable without invalidating, limiting or impairing the remaining provisions of this Agreement.

12.5 Time shall in all respects be of the essence hereof, provided that the time for doing or completing of any matter provided for herein may be extended or abridged in accordance with the terms of this Agreement or by an agreement in writing signed by the Vendor and the Purchaser or by their respective Solicitors who are hereby expressly appointed in this regard.

12.6 Neither the Vendor nor the Purchaser shall assign any of the obligations and rights under this Agreement without the prior written consent of the other Party.

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

12.8 This Agreement shall be read with all changes of gender or number required by the context.

12.9 The Parties acknowledge that they have read this Agreement in its entirety. The Parties further acknowledge that they understand the terms and conditions herein contained and acknowledge that they have had the opportunity to obtain independent legal advice prior to signing this Agreement.

12.10 The Vendor and the Purchaser shall from time to time, and at all times, do or cause to be done, such further acts and execute and deliver, or cause to be executed and delivered, such further documents as shall be required in order for the Vendor and the Purchaser to fully comply with the requirements in respect to any HST imposed under any applicable legislation.

12.11 The Purchaser shall pay and be liable for all transfer taxes and other taxes applicable to or resulting from the transactions contemplated hereby, together with all filing, registration or recording charges or fees payable in connection with the filing or registration of any deeds, transfers of land or other documents executed and delivered hereunder, excluding any income tax payable by the Vendor.

12.12 Each Party shall be responsible for their own legal fees relating to the transfer of the Property to the other.

12.13 This Agreement may be executed in counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same document and delivery of an executed counterpart of this Agreement by facsimile or electronically shall be equally effective as delivery of an original executed counterpart of this Agreement.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

PARTIES TO SIGN ON THE FOLLOWING PAGE

IN WITNESS WHEREOF the Vendor and the Purchaser have signed this Agreement as herein provided on the dates herein below written.

In Witness Whereof this Agreement has been signed by the Vendor on _____, 2025.

J. HANSON RENTALS LTD.

Jody Hanson, Secretary/Treasurer

In Witness Whereof this Agreement has been signed by the Purchaser on _____, 2025.

THE CITY OF FREDERICTON

Kate Rogers, Mayor

Jennifer Lawson, City Clerk



Schedule "B"

The Vendor and the Purchaser, at their costs, agree and shall undertake the following:

- (a) the limits and extent of the Property will be determined by a legal survey and indicated on a subdivision plan (the "Subdivision Plan") to be obtained by the Purchaser at the sole cost of the Purchaser.
- (b) the Purchaser shall be responsible, at its sole cost and expense, to submit an application to the Planning Advisory Committee for the subdivision to vest the Property to the Patience Lane Public Right-of-Way and the Vendor consents to the Purchaser's application to the Planning Advisory Committee.
- (c) the Vendor and the Purchaser acknowledge that the Property is being conveyed on an "as is" basis.
- (d) the Vendor and the Purchaser shall be responsible for their own legal counsel and related services that may be required, in connection with this Agreement.
- (e) all property agreements and transactions are subject to the Planning Advisory Committee's recommendation (if applicable) and City Council's authorization and approval.

COUNTY OF YORK

I, **JENNIFER LAWSON**, of the City of Fredericton, in the County of York and Province of New Brunswick, **MAKE OATH AND SAY AS FOLLOWS:**

1. That I am the City Clerk of the City of Fredericton, one of the Parties named in the foregoing instrument and as such I have personal knowledge of the matters herein deposed to.
2. That the seal affixed to the foregoing instrument purporting to be the seal of the City of Fredericton is the Corporate Seal of the City of Fredericton and was so affixed by order of the City Council.
3. That the signature "Kate Rogers" subscribed to the foregoing instrument is the signature of Kate Rogers, the Mayor of the City of Fredericton, and the signature "Jennifer Lawson" subscribed thereto is my signature.
4. That the Mayor and City Clerk are the officers of the City of Fredericton duly authorized to execute the foregoing instrument.
5. That The City of Fredericton is a municipal corporation and has no share capital.

SWORN TO BEFORE ME at the
City of Fredericton, in the County
of York and Province of New
Brunswick, this _____ day of
_____, 2025.

Alexa Donovan
A Commissioner of Oaths
My Commission Expires
December 31, 2026

Jennifer Lawson

PROVINCE OF NEW BRUNSWICK

COUNTY OF YORK

AFFIDAVIT OF CORPORATE EXECUTION

I, **JODY HANSON**, of the City of Fredericton, in the County of York and Province of New Brunswick, **MAKE OATH AND SAY AS FOLLOWS THAT:**

1. I am the Secretary/Treasurer of J. Hanson Rentals Inc., one of the Parties named in the foregoing instrument and as such I have personal knowledge of the matters herein deposed to.
2. The seal affixed to the foregoing instrument purporting to be the seal of J. Hanson Rentals Inc. is the Corporate Seal of J. Hanson Rentals Inc. and was so affixed by order of the Board of Directors of J. Hanson Rentals Inc.
3. The signature "Jody Hanson" subscribed thereto is my signature.
4. The Secretary/Treasurer of J. Hanson Rentals Inc. is the officer of J. Hanson Rentals Inc. duly authorized to execute the foregoing instrument.

SWORN TO BEFORE ME at the)
City of Fredericton, in the County)
of York and Province of New)
Brunswick, this _____ day of)
_____, 2025.)
)
)
)
)
_____)
)
A Commissioner of Oaths)

Jody Hanson

From: Legal Services

Date: April 17, 2025

Title: By-law No. L-11.181 – A By-law to Stop-Up and Close a Portion of York Street

Description: By-law No. L-11.181, A By-law to Stop-Up and Close a Portion of York Street, Reading by Summary, Third Reading of By-law No. L-11.181, by title

FOR CITY COUNCIL ON APRIL 28, 2025:

- Motion to read by summary
- Reading by summary, and third reading of By-law No. L-11.181, by title

Additional Information

The purpose of proposed By-law No. L-11.181 is to stop-up and close a ±153m² portion of York Street.

↪ City Council Meeting – February 24, 2025

- City Council adopted a resolution directing the preparation of the proposed by-law.

↪ City Council Meeting – April 14, 2025

- First Reading of By-law No. L-11.181, by title
- Second Reading of By-law No. L-11.181, by title

RECOMMENDATION:

It is recommended that the following resolutions be considered by City Council:

BE IT RESOLVED THAT the Council of the City of Fredericton hereby authorizes that By-law No. L-11.181, A By-law to Stop-Up and Close a Portion of York Street, be read by summary pursuant to Section 15(3) of the *Local Governance Act*.

WHEREAS municipalities may make by-laws pursuant to the *Local Governance Act*; and City Council has authorized the reading of By-law No. L-11.181, by summary;

BE IT RESOLVED THAT the Council of the City of Fredericton hereby reads a summary of the by-law as follows: The purpose of proposed By-law No. L-11.181 is to stop-up and close a ±153m² portion of York Street; and THAT the said by-law be given third reading by title.

Prepared by: Alexa Donovan, Paralegal, Real Estate

Approved by: Michelle Brzak, City Solicitor

BY-LAW NO. L-11.181

**A BY-LAW TO STOP-UP AND CLOSE A
PORTION OF YORK STREET**

PASSED:

WHEREAS Municipalities may make by-laws pursuant to the *Local Governance Act*;

NOW THEREFORE, BE IT ENACTED by the Council of the City of Fredericton, and pursuant to the authority vested in it by Section 10 of the *Local Governance Act*, SNB 2017, c. 18, and amendments thereto, as follows:

1. That a portion of York Street identified as Parcel 'A', shown on Schedule "I" attached hereto, and forming part hereof, is hereby stopped-up and closed on the coming into force of this by-law.
2. The Director of Engineering and Operations may cause to be erected such barriers as deemed necessary to enforce the observance of this by-law.

Kate Rogers
Mayor/maire

First Reading:
Second Reading:
Third Reading:

ARRÊTÉ N° L-11.181

**ARRÊTÉ SUR L'INTERRUPTION DE LA
CIRCULATION D'UN TRONÇON DE LA RUE
YORK**

ADOPTÉ :

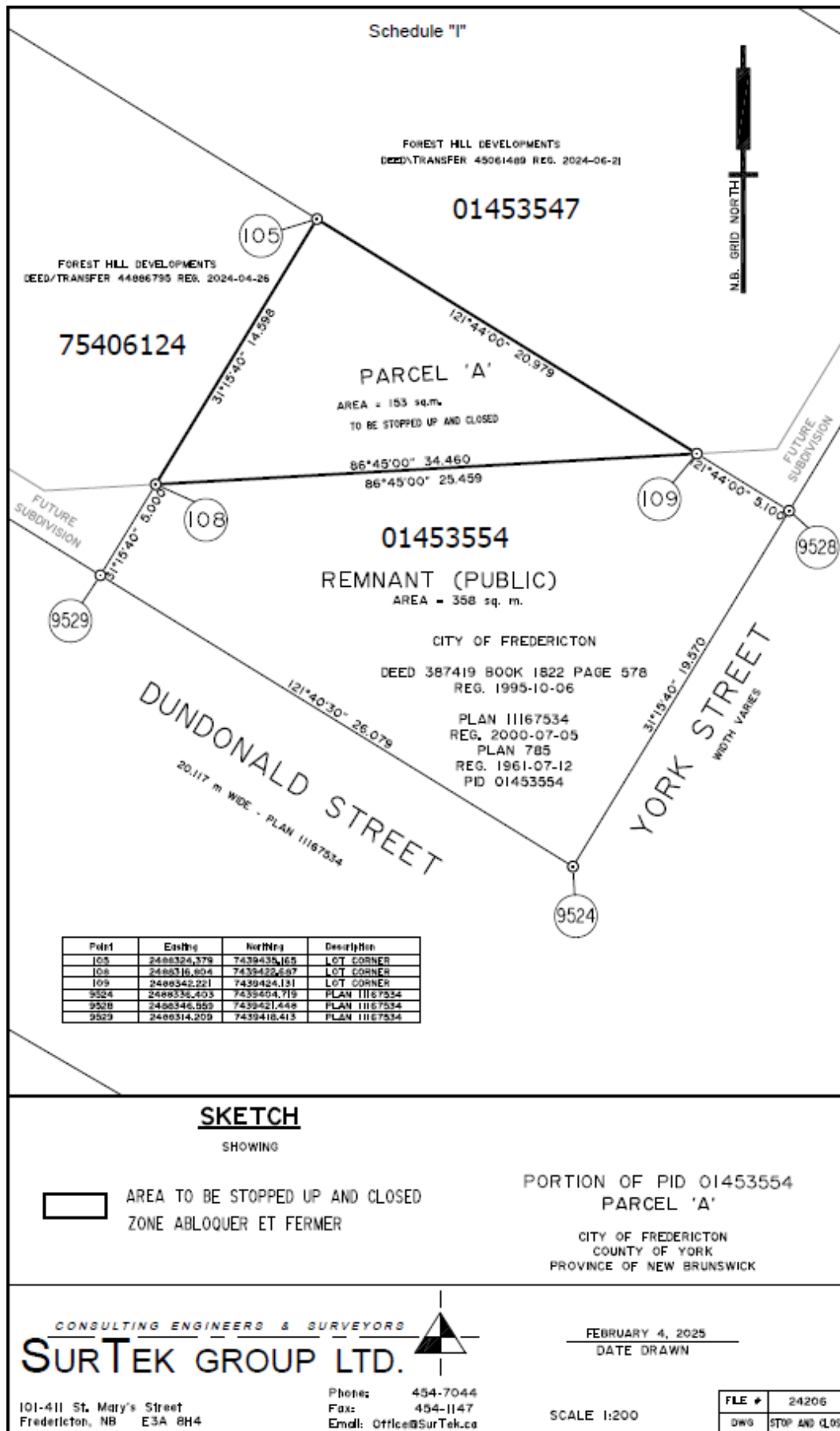
ATTENDU que les municipalités peuvent établir des arrêtés en vertu de la *Loi sur la gouvernance locale*;

IL EST PAR CONSÉQUENT RÉSOLU que le conseil municipal de la Ville de Fredericton édicte, conformément aux pouvoirs que lui confère l'alinéa 10 de la *Loi sur la gouvernance locale*, LN-B 2017, c. 18, et ses modifications, ce qui suit :

1. Que la circulation sur le tronçon de la rue York, identifier par Parcel 'A', comme le montre l'annexe « I » ci-jointe et dont elle fait partie, soit interrompue et que le tronçon soit fermé dès l'entrée en vigueur de cet arrêté.
2. Le directeur de l'ingénierie et des opérations peut faire ériger des barrières s'il le juge nécessaire pour assurer que l'arrêté est respecté.

Jennifer Lawson
City Clerk / secrétaire municipale

Première lecture:
Deuxième lecture:
Troisième lecture:



From: Legal Services

Date: April 22, 2025

Title: By-law No. S-11.4, A By-law to Amend By-law No. S-11, A By-Law Respecting Animal Control

Description: By-law No. S-11, By-Law Respecting Animal Control, Reading by Summary, Third Reading of By-law No. S-11.4, by title

FOR CITY COUNCIL ON APRIL 28, 2025:

- Motion to read by summary
- Third reading of By-law No. S-11.4, by summary and by title

Additional Information

The purpose of proposed By-law No. S-11.4 is to amend By-Law No. S-11, A By-law Respecting Animal Control to designate an off-leash area within the municipality, to establish rules associated with the use of such areas, to amend the definition of dog, owner and running at large. Sections relevant to the “Off-Leash Areas” are part of a pilot project which will be in effect between May and October 2025.

↪ City Council Meeting – October 15, 2024

- City Council adopted a resolution authorizing preparation of the proposed by-law.

↪ City Council – April 14, 2025

- First Reading of By-law No. S-11.4, by title
- Second Reading of By-law No. S-11.4, by title

RECOMMENDATION:

It is recommended that the following resolutions be forwarded to City Council for consideration:
BE IT RESOLVED THAT the Council of the City of Fredericton hereby authorizes that By-law No. S-11.4, A By-law to Amend By-law No. S-11, A By-Law Respecting Animal Control, be read by summary pursuant to Section 15(4) of the *Local Governance Act*.

WHEREAS municipalities may make by-laws pursuant to the *Local Governance Act*; and City Council has authorized the reading of By-law No. S-11.4, by summary;

BE IT RESOLVED THAT the Council of the City of Fredericton hereby reads a summary of the by-law as follows: the purpose of proposed By-law No. S-11.4 is to amend By-law No. S-11, A By-law Respecting Animal Control to designate an off-leash area within the municipality, to establish rules associated with the use of such areas, to amend the definition of dog, owner and running at large. Sections that relate to the “Off-Leash Areas” are part of a pilot project which will be in effect between May and October 2025; and THAT the said by-law be given third reading by title.

Prepared by: Ashley Landry, Paralegal, Legal Services

Approved by: Michelle Brzak, City Solicitor

BY-LAW NO. S-11.4

A BY-LAW TO AMEND BY-LAW NO. S-11
A BY-LAW RESPECTING ANIMAL
CONTROL

PASSED:

BE IT ENACTED by the Council of the City of Fredericton as follows:

WHEREAS Local Governments may make by-laws pursuant to the *Local Governance Act*;

NOW THEREFORE, BE IT ENACTED by the Council of the City of Fredericton, and pursuant to the authority vested in it by Sections 10 and 151 of the *Local Governance Act*, S.N.B. 2017, c.18, as follows:

NOW THEREFORE BE IT ENACTED by the Council of the City of Fredericton as follows:

1. By-law No. S-11, A By-law Respecting Animal Control is amended by repealing the definition for “dog” in Section 1, and replacing it with the following:

“dog” includes a male and female but does not include a puppy of either gender which is less than four months of age.

2. The said by-law is further amended by repealing the definition for “running at large” in Section 1, and replacing it with the following:

“at large” means being off-leash and not under the control of an owner and found on any property other than that of the owner of the animal or in a location designated by the City of Fredericton as an off-leash area.

3. The said by-law is further amended by adding a new definition for “off-leash area” in Section 1, as follows:

ARRÊTÉ No S-11.4

ARRÊTÉ MODIFIANT L'ARRÊTÉ N° S-11
UN ARRÊTÉ CONCERNANT LE CONTRÔLE
DES ANIMAUX

ADOPTÉ :

Le conseil municipal de la ville de Fredericton édicte :

ATTENDU que les gouvernements locaux peuvent établir des arrêtés en vertu de la *Loi sur la gouvernance locale*;

IL EST PAR CONSÉQUENT RÉSOLU que le conseil municipal de la Ville de Fredericton édicte, conformément aux pouvoirs que lui confère les articles 10 et 151 de la *Loi sur la gouvernance locale*, L.N.-B. 2017, c.18, ce qui suit :

IL EST PAR CONSÉQUENT RÉSOLU QUE le conseil de la Ville de Fredericton édicte ce qui suit :

1. L'arrêté no S-11, Arrêté concernant le contrôle des animaux, est modifié par l'abrogation de la définition du terme « chien » à l'article 1, laquelle est remplacée par ce qui suit :

« chien » s'entend d'un mâle ou d'une femelle, mais exclut un chiot mâle ou femelle qui est âgé de moins de quatre mois.

2. Le présent arrêté est modifié par l'abrogation de la définition du terme « errant » à l'article 1, laquelle est remplacée par ce qui suit :

« errant » signifie un animal qui n'est pas tenu en laisse ni sous le contrôle du propriétaire, et qui se trouve sur une propriété autre que celle du propriétaire ou un endroit désigné par la Ville de Fredericton comme aire pour chiens sans laisse.

3. Le présent arrêté est modifié par l'ajout d'une nouvelle définition pour le terme « aire pour chiens en liberté » à l'article 1, comme suit :

“off-leash area” means a location designated by the City of Fredericton permitting dogs to be off leash but remain under the control of the owner, whether by voice command or visual command (hand signals), at all times.

4. The said by-law is further amended by repealing the definition for “owner” in Section 1, and replacing it with the following:

“owner” means, with reference to an animal, a person who:

- (i) is in possession, has care or control of it;
- (ii) keeps or harbours it;
- (iii) suffers it to remain about their residence or premises; or
- (iv) registers an animal under the By-law.

Where the owner is a minor, the person responsible for the custody of the minor is deemed to be the owner of the animal under this By-law.

5. The said by-law is further amended by renumbering the current Section 2.02 to subsection 2.02(1).

6. The said by-law is further amended by adding a new subsection 2.02(2) as follows:

2.02(2) For the purpose of this section, a dog shall be deemed at large if found in any place other than the premises of the dog’s owner and is off-leash, unless the owner and dog are in an off-leash area.

7. The said by-law is further amended by adding a new subsection 2.02(3) as follows:

2.02(3) Where a dog is found to be at large, the owner of the dog shall be deemed to have caused or permitted it to

« aire pour chiens en liberté », signifie un endroit désigné par la Ville de Fredericton où les chiens peuvent être sans laisse, mais doivent demeurer sous le contrôle de leur propriétaire, que ce soit par commandement vocal ou gestuel, en tout temps.

4. Le présent arrêté est modifié par l’abrogation de la définition du terme « propriétaire » à l’article 1, laquelle est remplacée par ce qui suit :

« propriétaire », en ce qui concerne un animal, désigne une personne qui :

- (i) en a la possession, le garde ou le contrôle;
- (ii) le détient ou l’héberge;
- (iii) le laisse demeurer sur les lieux de sa résidence ou de sa propriété; ou
- (iv) l’enregistre en vertu du présent arrêté.

Lorsqu’un propriétaire est mineur, la personne responsable de la garde de ce dernier est réputée être le propriétaire de l’animal conformément au présent arrêté.

5. Le présent arrêté est modifié par la renumérotation de l’article 2.02 en paragraphe 2.02(1).

6. Le présent arrêté est modifié par l’ajout d’un nouveau paragraphe 2.02(2), comme suit :

2.02(2) Aux fins du présent article, un chien est réputé être errant lorsqu’il se trouve ailleurs que sur les lieux de son propriétaire et qu’il n’est pas en laisse, sauf si son propriétaire et lui se trouvent dans une aire pour chiens en liberté.

7. Le présent arrêté est modifié par l’ajout d’un nouveau paragraphe 2.02(3), comme suit :

2.02(3) Lorsqu’un chien est trouvé errant, son propriétaire est réputé l’avoir laissé ainsi ou permis qu’il le soit, à moins qu’il

- be at large, unless the owner can prove, on a balance of probabilities that they took all reasonable precautions to control the dog and prevent the dog from being at large.
8. The said by-law is further amended by adding a new subsection 2.02(4) as follows:
- 2.02(4) Every owner of a dog shall keep the dog under control and restrained by a leash which shall not exceed 2 m in length, unless the owner and dog are in an off-leash area.
9. The said by-law is further amended by adding a heading “Off-Leash Areas” after Section 3.20.
10. The said by-law is further amended by adding a new subsection 3.21(1) as follows:
- 3.21(1) The City of Fredericton may designate off-leash areas at all times.
11. The said by-law is further amended by adding a new subsection 3.21(2) as follows:
- 3.21(2) When a dog is within an off-leash area, the dog does not need to be held on a leash however, the owner of a dog shall carry with them a leash not exceeding 2 m in length.
12. The said by-law is further amended by adding a new subsection 3.21(3) as follows:
- 3.21(3) No owner of a dog shall permit the dog to be off-leash in any off-leash area unless they always keep such dog in sight and under control (by voice or visual command). The owner of a dog shall promptly leash such dog when confrontations with humans or other animals develop.
8. Le présent arrêté est modifié par l’ajout d’un nouveau paragraphe 2.02(4), comme suit :
- 2.02(4) Tout propriétaire de chien doit garder son animal sous contrôle et retenu par une laisse d’une longueur maximale de 2 mètres, à moins de se trouver dans une aire pour chiens en liberté.
9. Le présent arrêté est modifié par l’ajout du titre « Aires pour chiens en liberté » après l’article 3.20.
10. Le présent arrêté est modifié par l’ajout d’un nouveau paragraphe 3.21(1), comme suit :
- 3.21(1) La Ville de Fredericton peut désigner des aires pour chiens en liberté en tout temps.
11. Le présent arrêté est modifié par l’ajout d’un nouveau paragraphe 3.21(2), comme suit :
- 3.21(2) Lorsqu’un chien se trouve dans une aire pour chiens en liberté, il n’est pas nécessaire qu’il soit tenu en laisse. Cependant, le propriétaire doit avoir avec lui une laisse d’une longueur maximale de 2 mètres.
12. Le présent arrêté est modifié par l’ajout d’un nouveau paragraphe 3.21(3), comme suit :
- 3.21(3) Il est interdit à tout propriétaire de chien de laisser son animal sans laisse dans une aire pour chiens en liberté, à moins de toujours l’avoir en vue et sous contrôle (par commandement vocal ou visuel). Il doit tenir son chien en laisse dès qu’il y a confrontation avec des personnes ou d’autres animaux.

- | | |
|---|--|
| <p>13. The said by-law is further amended by adding a new Section 3.22 as follows:</p> <p>3.22 Off-leash areas shall be identified by signage and shall be listed in Schedule “B” which forms part of this By-law.</p> | <p>13. Le présent arrêté est modifié par l’ajout d’un nouvel article 3.22, comme suit :</p> <p>3.22 Les aires pour chiens en liberté doivent être indiquées par une signalisation et être répertoriées à l’Annexe « B » faisant partie du présent arrêté.</p> |
| <p>14. The said by-law is further amended by adding a new Section 3.23 as follows:</p> <p>3.23 Law enforcement working dogs are exempt from complying with the requirements of sections 2.02 and 2.03 of this By-law.</p> | <p>14. Le présent arrêté est modifié par l’ajout d’un nouvel article 3.23, comme suit :</p> <p>3.23 Les chiens de travail des forces de l’ordre sont exemptés des exigences des articles 2.02 et 2.03 du présent arrêté.</p> |
| <p>15. The said by-law is further amended by adding a new subsection 4.01(6) as follows:</p> <p>4.01(6) Dangerous dogs shall not be off-leash in off-leash areas.</p> | <p>15. Le présent arrêté est modifié par l’ajout d’un nouveau paragraphe 4.01(6), comme suit :</p> <p>4.01(6) Il est interdit de laisser les chiens dangereux sans laisse dans les aires pour chiens en liberté.</p> |
| <p>16. The said by-law is further amended by repealing all references to “running at large” and replacing it with “at large” throughout this By-law.</p> | <p>16. En anglais seulement.</p> |
| <p>17. The said by-law is further amended by repealing all references to “bitch” and replacing it with “dog” throughout this By-law.</p> | <p>17. En anglais seulement.</p> |
| <p>18. In French only.</p> | <p>18. Le présent arrêté est modifié en abrogeant l’article 3.16 et la remplaçant avec ce qui suit:</p> <p>3.16 Il est interdit au propriétaire de permettre ou de tolérer un chien dans la rue ou dans un autre lieu public pendant que le chien soit la chaleur.</p> |
| <p>19. The said by-law is further amended by adding a new Schedule “B” as attached.</p> | <p>19. Le présent arrêté est modifié par l’ajout d’un nouvel annexe « B » ci-joint.</p> |

First Reading:

Première lecture : le

Second Reading:

Deuxième lecture : le

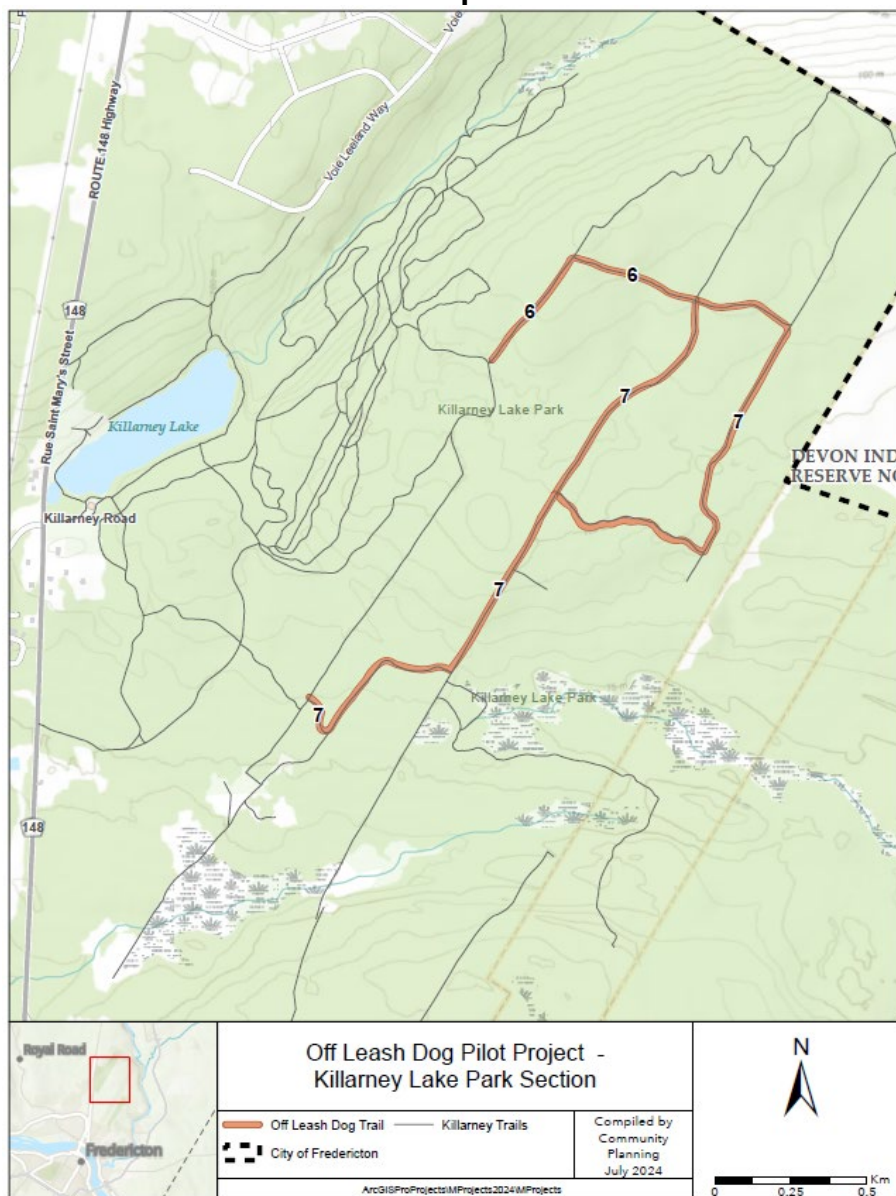
Third Reading:

Troisième lecture : le

Kate Rogers
Mayor/maire

Jennifer Lawson
City Clerk/secrétaire municipale

Schedule “B” / Annexe « B »
Off-leash Area / Aires pour chiens en liberté



To: Councillor Ruth Breen, Chair, and Members of the Livable Community Committee

From: Meredith Cooper, Policy & Strategic Planning Manager, TRC

Date: September 12, 2024

Title: Off-Leash Dog Trail Pilot

ISSUE:

In September 2023, City Council adopted a resolution that directed staff to “identify areas in the City of Fredericton that may be designated as off leash for dog walkers”. Staff have identified options for off-leash dog trails and are seeking City Council direction on the possibility of introducing the concept of off-leash dog trails as a pilot project.

RECOMMENDATION(S):**A. Recommendation:**

It is recommended that the following resolution be forwarded to City Council for consideration:

BE IT RESOLVED that the Council for the City of Fredericton hereby directs the Legal Division to prepare an amendment to By-law No. S-11, A By-law respecting Animal Control, to designate an off-leash area within the municipality, to establish rules associated with the use of such areas, to amend the definitions of dog, owner and running at large and to make such other amendments to give effect to the said changes. Sections relevant to the “Off-Leash Areas” are part of a pilot project which will be in effect between May 2025 and October 2025.)

B. Other options:

City Council may wish to give other direction staff.

SITUATION, BACKGROUND & DISCUSSION:

SITUATION:

- a. Current (extant) Direction: On September 14, 2023, City Council adopted the following resolution: “BE IT RESOLVED that the Livable Community Committee hereby directs the Chief Administrative Officer to identify areas in the City of Fredericton that may be designated as off leash for dog walkers”.
- b. Alignment: This matter aligns with People Focused objectives for “creating a safe and inclusive community that offers an abundance of diverse recreational and cultural experiences” as outlined on the City’s 2022-2026 Strategy Map.
- c. Link to CAO goal or inflight: This item is considered a CAO priority pursuant to the above noted City Council resolution and direction to staff.
- d. Why is this coming to Council and why now?: Staff have identified options for City Council’s review and consideration pursuant to Council’s direction to staff.

BACKGROUND:

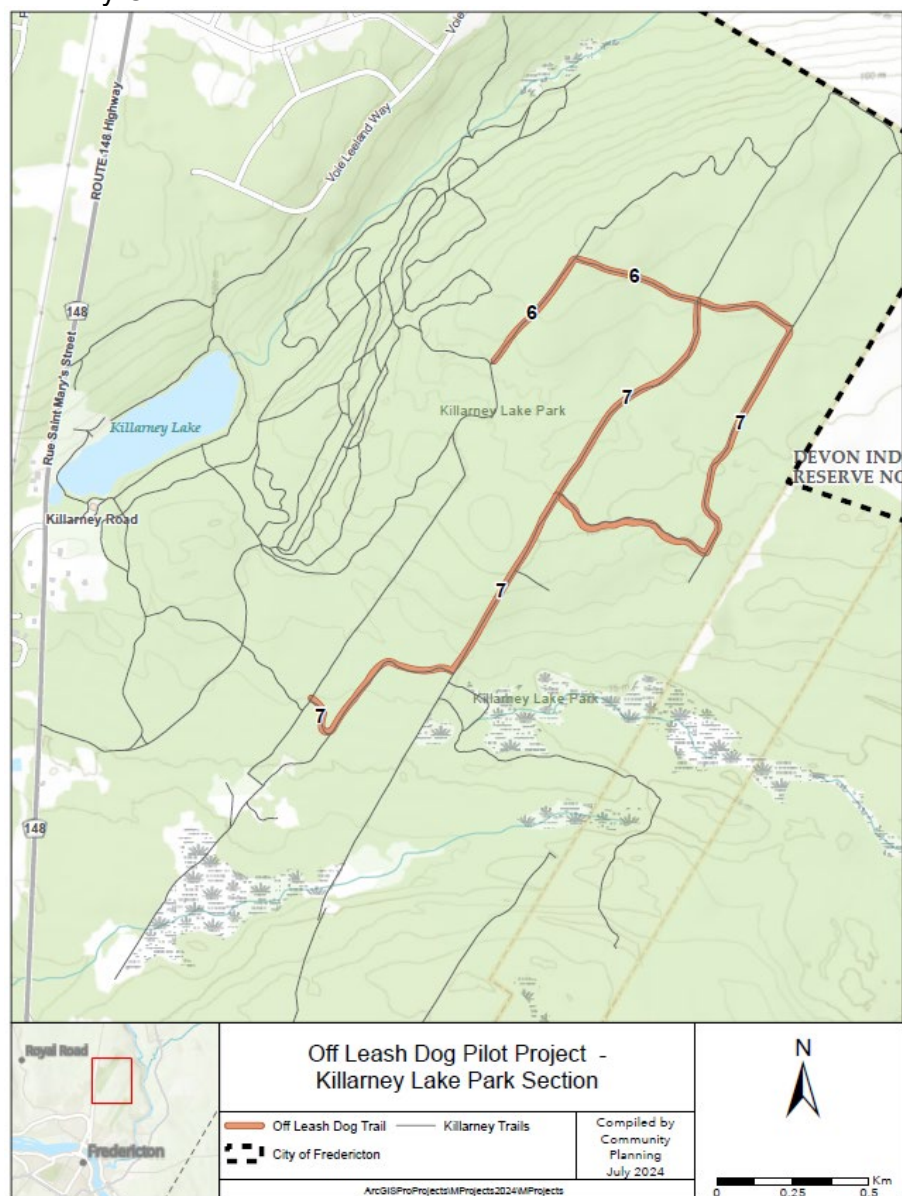
The City currently has fenced off-leash dog parks at the Grant-Harvey Centre and on Cityview Avenue. Installation of additional fenced dog park areas within the downtown are in progress. Additionally, as outlined in the above resolution, City Council has directed staff to identify opportunities for designating areas as off-leash for dog walkers.

DISCUSSION:

The City is growing and densifying, and the number of dogs in the City is increasing. Additional amenities may be needed that enable dog owners to exercise their dogs. Existing off-leash dog parks are heavily used and may not be a good fit for some dogs. The concept of unfenced off-leash dog trails exists in many communities including Hanwell, Saint John, and Halifax. Where permitted, off-leash dog trails are typically located within municipal parks in a designated area that is clearly signed so users are aware they are entering and exiting an ‘off-leash dog area’. Preliminary research indicates that off-leash dog trails are highly desired by dog owners and can work well when all users are properly informed.

Staff have met with the Fredericton Trails Coalition which recommended locations for off-leash dog trails. These recommendations include portions of Trails #6 and #7 at Killarney Lake Park as shown in the map below. Staff feel this location is well suited as an initial location for off-leash dog trails given their separation from busier trails closer to the lake. Should City Council wish to provide off-leash dog trails, staff suggest initially introducing the concept as a pilot project which will allow staff and Council to assess the operational feasibility and public response to off-leash dog trails. Staff, in collaboration with the Fredericton Trails Coalition and other stakeholders, are continuing to assess other off-leash trails areas for Council’s consideration pending the outcome of the Killarney pilot, including possible options for a larger fenced, wooded off-leash area.

Killarney Off-Leash Trail Section:



If approved by Council, the pilot project would run from May 2025 to October 2025 on the above trails. Information about the pilot project would be shared with the public through various forms of social media and with signage. Best practices identified through a preliminary jurisdictional scan would be employed including: 1) posted informational signage that denotes where users are entering/exiting a shared, off-leash area; and, 2) 'rules' signage aimed at ensuring the safety of all trail users (e.g. only allowing dogs off leash that have strong recall behaviour, dogs with dangerous behaviour history are prohibited, picking up after your dog, ensure dogs are licensed and vaccinated, carry a leash and use it when needed, don't approach off-leash dogs, etc.).

In addition to the Fredericton Trails Coalition, staff have had preliminary discussions with the Wostawea Ski Club regarding the pilot project. Wostawea expressed concern related to the potential for conflicts between skiers and dogs. Staff note that the pilot concept is designed for non-winter months to ensure these concerns are mitigated. Additionally, any year-round solutions considered following the pilot will seek to avoid these potential conflicts. Upon completion of the

pilot, staff would undertake a public consultation process to assess resident feedback that will help inform next steps. Staff also continue to assess other off-leash trails areas for Council's consideration pending the outcome of the Killarney pilot, including possible options for a larger fenced, wooded off-leash area.

It is noted that it is difficult to suggest trail options that are away from people, residences, and nature. Therefore, for City Council's awareness, staff note that 'off-leash' means dogs will travel in and through natural areas adjacent to the pilot trail sections. This can cause damage to the natural environment and disturb wildlife. Additionally, while the pilot will be monitored, the pilot is not proposed to include dedicated enforcement. Any issues or complaints will be reviewed and addressed as required.

Pending City Council's direction, staff will prepare by-law amendments, signage and a communications plan during the winter months to facilitate a pilot launch in early May.

At this time, staff are seeking City Council's direction regarding the introduction of off-leash dog trails in the City in the form of a pilot project as outlined above.

- **FINANCIAL:** Costs associated with this pilot would be limited to communications and signage, and covered through the current operating budget.
- **LEGAL:** To ensure proper enforcement, amendments to the by-law are required. The Legal division will work with the Recreation & Culture division and other divisions as required to prepare by-law amendments for City Council's review and consideration. While acknowledging that municipalities across the country have developed off-leash dog trails, the City's insurance provider has advised that the City proceed with caution on this matter. It was noted that consideration should be given to proximity to public facilities including schools, playgrounds, and sports fields, and that risk management best practices be employed including signage that makes users aware they are entering an off-leash area and which identifies rules for all users.
- **COMMUNICATIONS:** The Recreation & Culture division will work with Corporate Communications and other divisions as required for educating and informing the public about the pilot, and engaging the public for feedback following the completion of the pilot.

Does this proposal move the City of Fredericton closer to its greenhouse gas (GHG) emissions reduction targets of 50% reduction by 2030 and net-zero by 2050 in line with the City's Corporate Energy & Emissions Plan and/or Community Energy Emission Plan?

- ☐ Moves us towards GHG reduction targets
- ☒ No change in GHG emissions
- ☐ Moves us away from GHG targets but there are trade-offs with other Council or Municipal Plan priorities (*identify which priorities*)

Does this proposal improve the City of Fredericton's resilience to the impacts of climate change in line with our Climate Change Adaptation Plan?

- ☐ Moves us towards climate resilience
- ☒ No change in resilience
- ☐ Moves us away from climate resilience but there are trade-offs with other Council or Municipal Plan priorities (*identify which priorities*)

SPOKESPERSON: Meredith Cooper, Manager, Policy & Strategic Planning

Prepared by: *Meredith Cooper, Manager, Policy & Strategic Planning*

Approved by: *Dave Seabrook, Director, RTC*

Report Approval Details

Document Title:	Admin Report_Off-Leash Dog Trails Pilot.docx
Attachments:	- Off-Leash Dog Trails Pilot_Final Sept 17-24.pptx
Final Approval Date:	Sep 19, 2024

This report and all of its attachments were approved and signed as outlined below:

Seabrook, David

Hart, Steven

From: Office of the City Clerk
Date: Tuesday, September 24, 2024
Title: Off-Leash Dog Trail Pilot

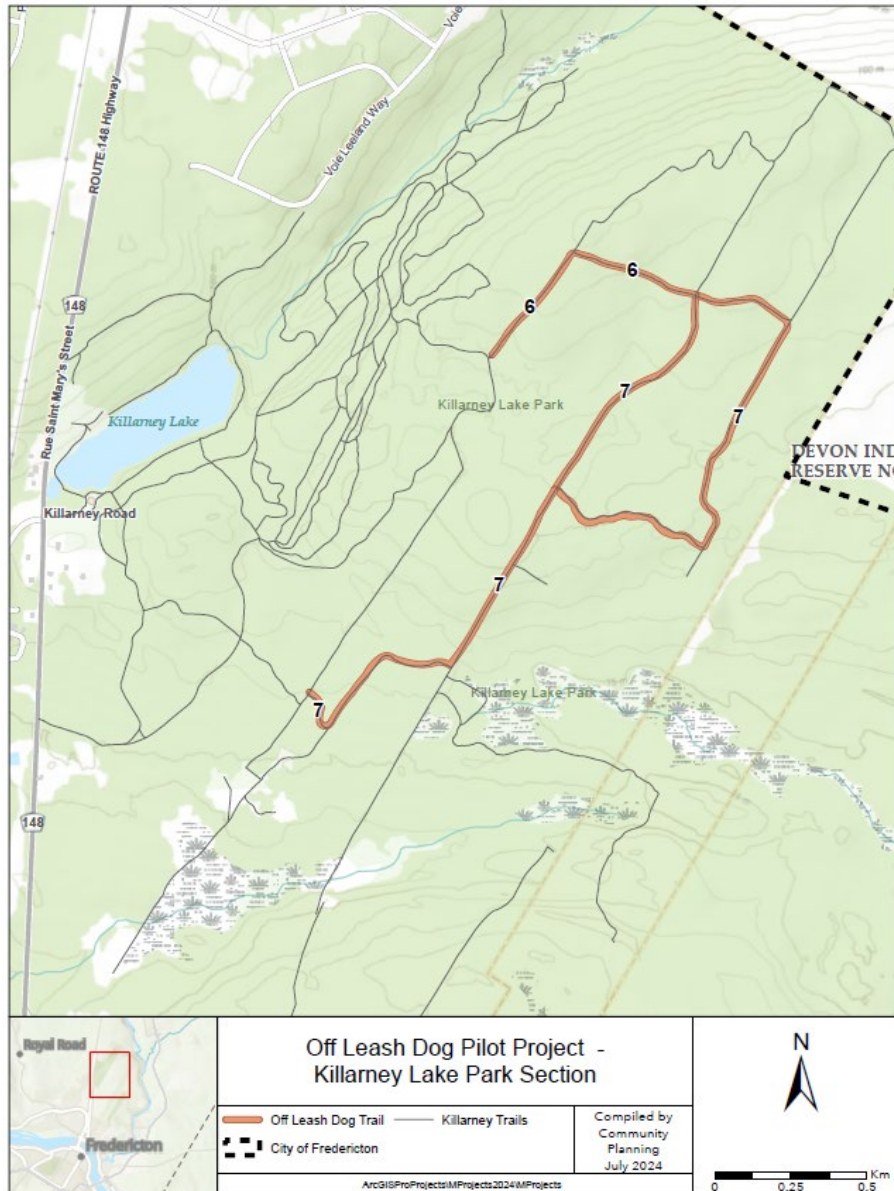
The Livable Community Committee, at its meeting held on Tuesday, September 24, 2024 considered a PowerPoint presentation and Administrative Report from the Manager of Policy & Strategic Planning seeking City Council direction on the possibility of introducing the concept of off-leash dog trails as a pilot project.

Existing off-leash dog parks are heavily used and may not be a good fit for some dogs. The concept of unfenced off-leash dog trails exists in many communities including Hanwell, Saint John, and Halifax. Where permitted, off-leash dog trails are typically located within municipal parks in a designated area that is clearly signed so users are aware they are entering and exiting an 'off-leash dog area'. Preliminary research indicates that off-leash dog trails are highly desired by dog owners and can work well when all users are properly informed.

Staff have met with the Fredericton Trails Coalition which recommended locations for off-leash dog trails. These recommendations include portions of Trails #6 and #7 at Killarney Lake Park as shown in the map below. Staff feel this location is well suited as an initial location for off-leash dog trails given their separation from busier trails closer to the lake. Staff, in collaboration with the Fredericton Trails Coalition and other stakeholders, are continuing to assess other off-leash trail areas for Council's consideration pending the outcome of the Killarney pilot, including possible options for a larger fenced, wooded off-leash area.

Accordingly, the Committee directed that the following resolution be forwarded to City Council for consideration:

BE IT RESOLVED THAT the Council for the City of Fredericton hereby directs the Legal Division to prepare an amendment to By-law No. S-11, A By-law respecting Animal Control, to designate an off-leash area within the municipality, to establish rules associated with the use of such areas, to amend the definitions of dog, owner and running at large and to make such other amendments to give effect to the said changes. Sections relevant to the "Off-Leash Areas" are part of a pilot project which will be in effect between May 2025 and October 2025.)



From: Legal Services

Date: April 22, 2025

Title: By-law No. T-1.123, A By-Law to Amend By-law No. T-1, A By-law to Regulate Traffic

Description: By-law No. T-1.123, A By-law to Amend By-law No. T-1, A By-law to Regulate Traffic Reading by Summary, Third Reading of By-law No. T-1.123, by title

FOR CITY COUNCIL ON APRIL 28, 2025:

- Motion to read by summary
- Third reading of By-law No. T-1.123, by summary and by title

Additional Information

The purpose of proposed By-law No. T-1.123 is to amend By-law No. T-1, A By-law to Regulate Traffic to remove certain yield signs and add certain stop signs at various intersections.

↪ City Council Meeting – April 14, 2025

- ↪ City Council adopted a resolution authorizing preparation of the proposed by-law.

↪ City Council – April 14, 2025

- First Reading of By-law No. T-1.123, by title
- Second Reading of By-law No. T-1.123, by title

RECOMMENDATION:

It is recommended that the following resolutions be considered by City Council:

BE IT RESOLVED THAT the Council of the City of Fredericton hereby authorizes that By-law No. T-1.123, A By-law to Amend By-law No. T-1, A By-law to Regulate Traffic, be read by summary pursuant to Section 15(4) of the *Local Governance Act*.

WHEREAS municipalities may make by-laws pursuant to the *Local Governance Act*; and City Council has authorized the reading of By-law No. T-1.123, A By-law to Amend By-law No. T-1, A By-law to Regulate Traffic, by summary;

BE IT RESOLVED THAT the Council of the City of Fredericton hereby reads a summary of the by-law as follows: The purpose of proposed By-law No. T-1.123 is to amend By-law No. T-1, A By-law to Regulate Traffic to remove certain yield signs and add certain stop signs at various intersections; and THAT the said by-law be given third reading by title.

Prepared by: Ashley Landry, Paralegal, Legal Services

Approved by: Michelle Brzak, City Solicitor

BY-LAW NO. T-1.123

**A BY-LAW TO AMEND BY-LAW NO.
T-1, A BY-LAW TO REGULATE
TRAFFIC**

PASSED:

WHEREAS local governments may make by-laws pursuant to the *Local Governance Act*;

AND WHEREAS local governments may make by-laws pursuant to section 113 of the *Motor Vehicle Act*.

NOW THEREFORE, BE IT ENACTED by the Council of the City of Fredericton, and pursuant to the authority vested in it by the *Local Governance Act*, SNB 2017, c. 18 as follows:

1. By-law No. T-1, A By-law to Regulate Traffic, is amended by adding a new paragraph (ix) to subsection (a) of Section 16.05 as follows, and by renumbering the remaining paragraphs as (x) to (xxiv) respectively:

(ix) on both sides of Albert Street from a point 60 meters from the intersection of Connaught Street;

2. The said by-law is further amended by adding a new paragraph (ii) to subsection (g) of Section 18.01 as follows, and renumbering the remaining paragraph as (iii):

(ii) Grant Street at the entrance to Murray Avenue;

3. The said by-law is further amended by adding a new paragraph (ii) to subsection (l) of Section 18.01 as follows, and renumbering the remaining paragraphs as (iii) to (vii) respectively:

ARRÊTÉ N° T-1.123

**ARRÊTÉ MODIFIANT L'ARRÊTÉ N° T-1,
ARRÊTÉ VISANT À RÉGLEMENTER LA
CIRCULATION**

ADOPTÉ :

ATTENDU que les gouvernements locaux peuvent établir des arrêtés en vertu de la *Loi sur la gouvernance locale*;

ET ATTENDU que les gouvernements locaux peuvent établir des arrêtés en vertu de l'article 113 de la *Loi sur les véhicules à moteur*.

IL EST PAR CONSÉQUENT RÉSOLU que le conseil municipal de la Ville de Fredericton édicte, conformément aux pouvoirs que lui confère la *Loi sur la gouvernance locale*, LN-B 2017, ch. 18, ce qui suit :

1. L'arrêté no T-1, Arrêté visant à réglementer la circulation, est modifié en ajoutant un nouvel alinéa (ix) au paragraphe (a) à l'article 16.05 comme suit et en renumérotant les aliénas qui demeurent comme (x) à (xxiv) respectivement :

(ix) des deux côtés de la rue Albert entre un point situé 60 mètres de l'intersection de rue Connaught;

2. Ledit arrêté est d'autant plus modifié en ajoutant un nouvel aliéna (ii) au paragraphe (g) à l'article 18.01 comme suit et en renumérotant l'aliéna qui demeure comme (iii) :

(ii) la rue Grant à la jonction de l'avenue Murray;

3. Ledit arrêté est d'autant plus modifié en ajoutant un nouvel aliéna (ii) au paragraphe (l) à l'article 18.01 comme suit et en renumérotant les aliénas qui demeurent comme (iii) à (vii) respectivement :

- | | |
|--|--|
| <p>(ii) Leslie Street at the entrance to Murray Avenue;</p> | <p>(ii) la rue Leslie à la jonction de l'avenue Murray;</p> |
| <p>4. The said by-law is further amended by adding a new paragraph (ii) to subsection (m) of Section 18.01 as follows, and renumbering the remaining paragraphs as (iii) to (viii) respectively:</p> | <p>4. Ledit arrêté est d'autant plus modifié en ajoutant un nouvel aliéna (ii) au paragraphe (m) à l'article 18.01 comme suit et en renumérotant les aliénas qui demeurent comme (iii) à (viii) respectivement :</p> |
| <p>(ii) MacPherson Street at the entrance to Murray Avenue;</p> | <p>(ii) la rue MacPherson à la jonction de l'avenue Murray;</p> |
| <p>5. The said by-law is further amended by adding a new paragraph (v) to subsection (s) of Section 18.01 as follows, and renumbering the remaining paragraphs as (vi) to (xiii) respectively:</p> | <p>5. Ledit arrêté est d'autant plus modifié en ajoutant un nouvel aliéna (v) au paragraphe (s) à l'article 18.01 comme suit et en renumérotant les aliénas qui demeurent comme (vi) à (xiii) respectivement :</p> |
| <p>(v) Sparrow Lane at the entrance to Murray Avenue;</p> | <p>(v) la ruelle Sparrow à la jonction de l'avenue Murray;</p> |
| <p>6. The said by-law is further amended by repealing subparagraph (B) of paragraph (x) of subsection (g) of Section 19.01.</p> | <p>6. Ledit arrêté est d'autant plus modifié en abrogeant le sous-alinéa (B) de l'aliéna (x) au paragraphe (g) à l'article 19.01.</p> |
| <p>7. The said by-law is further amended by repealing paragraph (vi) of subsection (l) of Section 19.01.</p> | <p>7. Ledit arrêté est d'autant plus modifié en abrogeant l'aliéna (vi) au paragraphe (l) à l'article 19.01.</p> |
| <p>8. The said by-law is further amended by repealing subparagraph (A) of paragraph (iii) of subsection (m) of Section 19.01.</p> | <p>8. Ledit arrêté est d'autant plus modifié en abrogeant le sous-alinéa (A) de l'aliéna (iii) au paragraphe (m) à l'article 19.01.</p> |
| <p>9. The said by-law is further amended by repealing paragraph (viii) subsection (s) of Section 19.01</p> | <p>9. Ledit arrêté est d'autant plus modifié en abrogeant l'aliéna (viii) au paragraphe (s) à l'article 19.01.</p> |

First Reading:
 Second Reading:
 Third Reading:

Première lecture
 Deuxième lecture:
 Troisième lecture:

Kate Rogers
Mayor/maire

Jennifer Lawson
City Clerk /secrétaire municipale

To: Councillor Grandy, Chair, and Members of the Mobility Committee
From: Jody Watson, Engineering Technician
Date: March 20, 2025
Title: T-1 By-law Amendments – Traffic Control Update and Parking Restriction Request

ISSUE:

By-law amendments are required to reflect proposed traffic control updates as well as to implement parking restrictions.

RECOMMENDATION(S):**A. Recommendation:**

It is recommended that the following resolution be forwarded to City Council for consideration:

BE IT RESOLVED THAT City Council for the City of Fredericton authorizes and directs the Legal Division to make the following amendments to By-law No. T-1, A By-law to Regulate Traffic by:

- 1) Repealing reference to the yield signs at the intersections at the following intersections:

Grant Street at Murray Avenue [ss. 19.01(g)(x)(B)]
Leslie Street at Murray Avenue [ss.19.01(l)(vi)]
MacPherson Street at Murray Avenue [ss. 19.01(m)(iii)(A)]
Sparrow Lane at Murray Avenue [ss. 19.01(s)(viii)]

- 2) Adding stop signs under section 18 at the following intersections:

Grant Street at Murray Avenue
Leslie Street at Murray Avenue
MacPherson Street at Murray Avenue
Sparrow Lane at Murray Avenue

- 3) Adding a new subparagraph 16.01(a)(viii) as follows and renumbering the remaining subparagraphs as (ix) to (xxiv):

(viii) on both sides of Albert Street from a point 60m from the intersection of Connaught Street.

B. Other options: City Council may choose to provide other direction to staff.

SITUATION, BACKGROUND & DISCUSSION:

City staff manage the day-to-day operations of city streets. This includes regulatory street signage for traffic controls and parking restrictions. By-law No. T-1 lists the locations of all traffic control and parking restrictions in the city and should be regularly updated to reflect the needs of a growing city. The following changes to By-law T-1 are recommended based on existing signage and proposed new changes to signage.

1) Remove the yield signs at the following intersections:

- Grant Street at Murray Avenue
- Leslie Street at Murray Avenue
- MacPherson Street at Murray Avenue
- Sparrow Lane at Murray Avenue

2) Add stop signs at the following intersections:

- Grant Street at Murray Avenue
- Leslie Street at Murray Avenue
- MacPherson Street at Murray Avenue
- Sparrow Lane at Murray Avenue

3) Add No Parking on both sides of Albert Street from a point 60m from the intersection of Connaught Street.

• **FINANCIAL:** The costs of these changes will be covered under existing roadway operations budgets

• **LEGAL:** To allow enforcement in these areas, by-law amendments are required to By-law No. T-1.

• **COMMUNICATIONS:** Communications have been made aware of the proposed By-law amendments

• **CLIMATE LENS:**

- ☐ Moves us towards GHG reduction targets
- ☒ No change in GHG emissions
- ☐ Moves us away from GHG targets but there are trade-offs with other Council or Municipal Plan priorities (*identify which priorities*)

Does this proposal improve the City of Fredericton's resilience to the impacts of climate change in line with our Climate Change Adaptation Plan?

- ☐ Moves us towards climate resilience
- ☒ No change in resilience
- ☐ Moves us away from climate resilience but there are trade-offs with other Council or Municipal Plan priorities (*identify which priorities*)

SPOKESPERSON:

Prepared by: *Jody Watson, Engineering Technician*

Approved by: *Dylan Gamble, Director, Engineering & Operations*

Report Approval Details

Document Title:	Admin Rprt - T-1 By-law Amendments - Traffic Control Update and Parking Restrictions Request.docx
Attachments:	
Final Approval Date:	Mar 12, 2025

This report and all of its attachments were approved and signed as outlined below:

Gamble, Dylan

Degrace, Sara

From: Planning & Development, Community Planning

Date: April 17, 2025

Title: By-law No. Z-5.340 – 1489 Woodstock Road (PID 75026864) – Belmont Holdings Ltd. (c/o Frank Findlay), Rezoning

Description: By-law No. Z-5.340, A By-law to amend By-law No. Z-5, A Zoning By-law for the City of Fredericton, Adoption of Terms & Conditions, Reading by Summary, Third Reading of By-law No. Z-5.340, by title

FOR CITY COUNCIL ON APRIL 28, 2025:

- Motion to impose terms and conditions
- Motion to read the by-law by summary
- Reading of By-law No. Z-5.340, by summary and third reading by title

Additional Information

The purpose of proposed By-law No. Z-5.340 is to amend By-law No. Z-5, A Zoning By-law for the City of Fredericton by rezoning property located at 1489 Woodstock Road (PID 75026864) from Residential Zone Two (R-2) to Multi-Residential Zone Two (MR-2) to permit a two storey 16-unit apartment building.

↪ City Council Meeting – February 24, 2025

- City Council adopted a resolution referring the application to PAC, authorizing Section 111 advertising, preparation of a by-law to amend the Zoning By-law, and set the date for consideration of objections/support to the proposed by-law.

↪ Planning Advisory Committee Meeting – March 19, 2025

- Staff recommended approval
- PAC recommended approval (2 letters of objection and no letters of support received at PAC)

↪ City Council – April 14, 2025

- Receipt of the Planning Advisory Committee Report
- Hearing of Objections/Support (1 letter of objection and no letters of support received by the City Clerk's office)
- First Reading of By-law No. Z-5.340, by title
- Second Reading of By-law No. Z-5.340, by title

RECOMMENDATION:

It is recommended that the following resolutions be considered by City Council:

BE IT RESOLVED THAT with respect to an application submitted by Belmont Holdings Inc. to rezone property located at 1489 Woodstock Road from Residential Zone Two (R-2) to Multi-Residential Zone Two (MR-2), to permit a 16-unit, two-storey apartment building; as outlined in proposed By-law No. Z-5.340, the Council of the City of Fredericton, pursuant to Section 59(1) of the *Community Planning Act* hereby imposes the attached Terms and Conditions.

BE IT RESOLVED THAT the Council of the City of Fredericton hereby authorizes that By-law No. Z-5.340, A By-law to Amend By-law No. Z-5, A Zoning By-law for the City of Fredericton, be read by summary pursuant to Section 15(4) of the *Local Governance Act*.

WHEREAS municipalities may make by-laws pursuant to the *Local Governance Act* and the *Community Planning Act*; and City Council has authorized the reading of By-law No. Z-5.340, by summary;

BE IT RESOLVED THAT the Council of the City of Fredericton hereby reads a summary of the by-law as follows: The purpose of proposed By-law No. Z-5.340, is to amend By-law No. Z-5, A Zoning By-law for the City of Fredericton, by rezoning property located at 1489 Woodstock Road from Residential Zone Two (R-2) to Multi-Residential Zone Two (MR-2), to permit a 16-unit, two-storey apartment building; and THAT the said by-law be given third reading by title.

Prepared by: Alicia Brown, Planning & Development Application Specialist, Community Planning

Approved by: Ken Forrest, MCIP RPP, Director of Planning & Development

CITY OF FREDERICTON
BY-LAW NO. Z-5.340

**A BY-LAW TO AMEND BY-LAW NO. Z-5,
A ZONING BY-LAW FOR THE CITY OF
FREDERICTON**

WHEREAS the Council of the City of Fredericton deems it desirable to amend By-law No. Z-5 as hereinafter provided.

THEREFORE, THE COUNCIL OF THE CITY OF FREDERICTON ENACTS AS FOLLOWS:

By-law No. Z-5, A Zoning By-law for The City of Fredericton, is amended by changing the zone as shown on the zoning map thereof, for the property located at 1489 Woodstock Road (PID 75026864) and shown on Schedule "11" attached to and forming part of By-law No. Z-5.340, from Residential Zone Two (R-2) to Multi-Residential Zone Two (MR-2).

Read a first time this 14 day of April 2025.

Read a second time this 14 day of April 2025.

Read a third time and finally passed this 28 day of April 2025.

Kate Rogers,
Mayor/maireesse

VILLE DE FREDERICTON
ARRÊTÉ N° Z-5.340

**ARRÊTÉ MODIFIANT L'ARRÊTÉ
N° Z-5 RELATIF AU ZONAGE DE THE CITY
OF FREDERICTON**

ATTENDU QUE le conseil municipal de la Ville de Fredericton estime souhaitable de modifier l'arrêté n° Z-5, ainsi qu'il est prévu ci-après.

PAR CES MOTIFS, LE CONSEIL MUNICIPAL DE LA VILLE DE FREDERICTON ÉDICTE CE QUI SUIT :

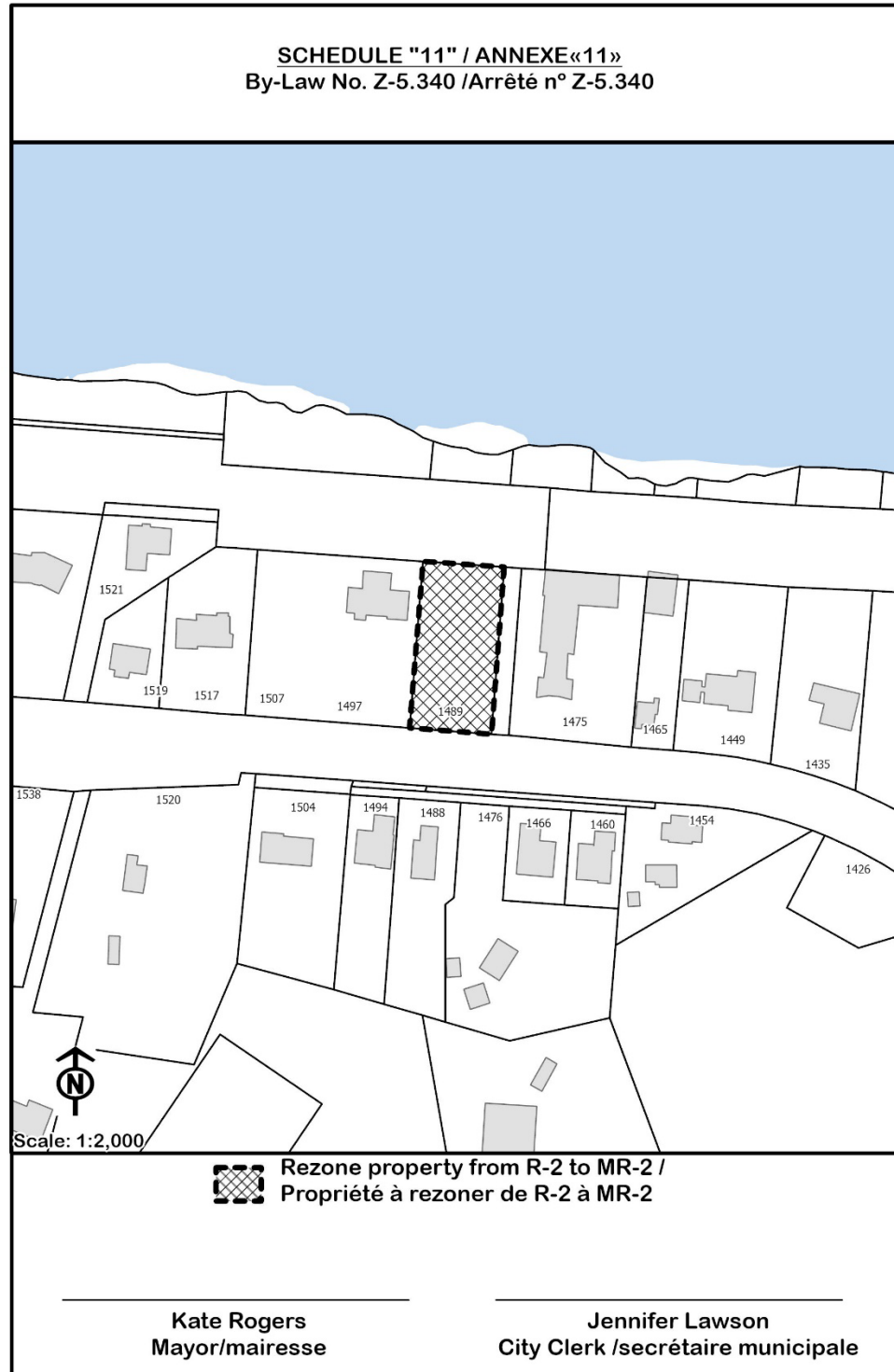
L'arrêté n° Z-5, relatif au zonage de The City of Fredericton, est modifié par la modification de la désignation, comme l'indique le plan de zonage, pour une parcelle du terrain situé au 1489 ch, Woodstock (NID 75026864), comme le montre l'annexe « 11 » ci-jointe et faisant partie de l'arrêté n° Z-5.340, de la zone résidentielle 2 (R-2) à zone multirésidentielle 2 (MR-2).

Passé en première lecture ce 14 avril 2025.

Passé en deuxième lecture ce 14 avril 2025.

Passé en troisième lecture et définitivement adopté ce 28 avril 2025.

Jennifer Lawson,
City Clerk/secrétaire municipale



From: Elizabeth Murray, Secretary, Planning Advisory Committee

Date: Thursday, March 20, 2025

Title: 1489 Woodstock Road Z.docx

Description: Rezoning to permit a two-storey, 16-unit apartment building

The Planning Advisory Committee, at its meeting held on March 19, 2025, considered an application submitted by Belmont Holdings Inc. on property located at 1489 Woodstock Road to rezone from Residential Zone Two (R-2) to Multi-Residential Zone Two (MR-2) to permit a 16-unit, two-storey apartment building, and recommended approval subject to the following terms and conditions:

Terms and Conditions

- a) The site be developed generally in accordance with Map II attached to P.R. 14/25, to the satisfaction of the Development Officer;
- b) Final building design be generally in accordance with Maps III, IV, V, and VI attached to P.R. 14/25, to the satisfaction of the Development Officer;
- c) City trees within the public right-of-way and along the trail shall be protected. If it is necessary to remove or relocate trees, the work shall be coordinated with the Parks and Trees Division and the Developer is responsible for all associated costs (including cleanup of material between the Trail and the building);
- d) A final landscape plan including a 2.0m high wooden opaque fence along the western property line and parking plan be provided, to the satisfaction of the Development Officer prior to the issuance of a building permit;
- e) Access, servicing, lot grading, and stormwater management plans be provided to the satisfaction of the Director of Engineering & Operations;
- f) Any building permits or other required permits/licences are obtained;
- g) No habitable residence shall be located below 9.0 m elevation (geodetic);
- h) The Applicant and/or their Consultant are to participate in a design start-up meeting with Engineering staff upon approval of this application; and
- i) Record drawings prepared by a Professional Engineer are required at completion of the project.

The Committee directed that the following resolution be forwarded to City Council for consideration:

BE IT RESOLVED THAT the Council of the City of Fredericton hereby receives the Report of the Planning Advisory Committee, dated March 20, 2025, recommending approval of an application submitted by Belmont Holdings Inc. on property located at 1489 Woodstock Road to rezone from Residential Zone Two (R-2) to Multi-Residential Zone Two (MR-2) to permit a 16-unit, two-storey apartment building, subject to terms and conditions.

Yours truly,



Elizabeth Murray
Secretary, Planning Advisory Committee

Cc: Belmont Holdings Ltd, c/o Frank Findley, 224 Connaught Street, Fredericton, NB,
E3B 2B4

To: Planning Advisory Committee

From: Helen Harris, Planner

Proposal: Rezoning and variances to permit a two-storey, 16-unit apartment building.

Property: 1489 Woodstock Road
(PID 75026864)

OWNER: Belmont Holdings Ltd c/o Frank Findley
224 Connaught Street
Fredericton, NB, E3B 2B4

APPLICANT: As above

SITE INFORMATION:

Location: Northern side of Woodstock Road, adjacent to the Valley Trail.

Context: Low density residential development predominantly single family detached dwellings, with some instances of apartment buildings (notably the abutting property to the east at 1475 Woodstock Road). Valley Trail and Wolastoq/Saint John River located immediately to the north, and Garden Creek School to the west (~320m)

Ward No: 12

Municipal Plan: Established Neighbourhoods

Zoning: Residential Zone Two (R-2)

Existing Land Use: Vacant

Previous Applications: N/A

EXECUTIVE SUMMARY:

The Applicant is proposing to construct a two-storey, 16-unit apartment building on the vacant land at 1489 Woodstock Road. The development includes 17 vehicle parking spaces, 5 bicycle parking spaces within a secure enclosure and a building design with entrance that addresses Woodstock Road. To facilitate the proposed development, a rezoning from Residential Zone Two (R-2) to Multi-Residential Zone Two (MR-2) is required, together with variances to the lot frontage, (3.5m), landscape area (116m²) and eastern side yard setback (1.5m).

Staff are of the opinion that the proposed rezoning and variances are suitable for the development property and appropriate to the surrounding context. Overall, the proposal meets the objectives of the Growth Strategy and Municipal Plan and represents an opportunity to utilise a presently

vacant parcel of land for residential intensification along a main corridor. As such, Staff support the application subject to terms and conditions.

APPLICATION PROPOSALS:

Belmont Holdings Ltd has made application on property located at 1489 Woodstock Road for the following:

- Rezoning from Residential Zone Two (R-2) to Multi-Residential Zone Two (MR-2);
- 3.5 metre lot frontage variance;
- 6.09% (116 square metre) landscaped area variance; and
- 1.5 metre eastern side yard setback variance;

to permit a two-storey, 16-unit apartment building.

PLANNING COMMENTS:

Background:

- The property adjacent at 1475 Woodstock Road is zoned Multi Residential Zone Two (MR-2). The site adjacent was previously zoned Residential Zone 2 (R-2) before being subject to a rezoning application under File No: Z-33-2020 to permit the conversion of the pre-existing building into a 14-unit apartment building, which was approved in December 2020.

Proposal:

- The Applicant proposes to construct a two-storey, 16-unit apartment building on the vacant parcel of land at 1489 Woodstock Road. The Applicant has noted their desire for a portion of the apartment building (6 units) to be considered affordable housing under the CMHC MLI Select Program.
- The proposed housing unit mix within the apartment building would comprise of:
 - 8 x 1-bed units (one of which would be wheelchair accessible positioned on the ground floor);
 - 3 x 1-bed (plus den space) units; and,
 - 5 x 2-bed units.
- The proposed building is rectangular in form with the floorplate divided such that there would be 8 apartment units per floor. The building would have two access points – one from the southern (front) elevation fronting onto Woodstock Road and one from the northern (rear) elevation directly off the parking lot. Each apartment would be provided with private amenity space in the form of a private deck / balcony. Internally, apartments would range from 486sqm – 841sqm in floor area. All of the proposed apartments would comply with minimum floor area requirements as set out within Zoning By-law Z-5. The proposed building layout and design is considered to make optimum use of the vacant lot. The proposed mix of materials (metal and stone), colour palette and balconies in combination assist in breaking up the building's massing and providing visual interest.
- A total of 17 vehicle parking spaces would serve the proposed development which would be sited predominantly to the rear of the apartment building. Two of the vehicle parking

spaces would be in a linear arrangement towards the rear of the site, abutting the western side of the apartment building. Two of the vehicle parking spaces nearest to the northern (rear) building entrance would be designated as barrier-free parking spaces. A secure enclosure is shown to be sited to the north-western corner of the site to accommodate the minimum 5 bicycle spaces. Adjacent to the bicycle store is shown to be a screened enclosure to accommodate garbage bins. Vehicular access to the proposed development would be off Woodstock Road. A driveway is proposed to the western edge of the site leading towards the vehicle parking area. The driveway is 8m in width at its widest point at the entrance onto Woodstock Road and reduces to approximately 6m in width for the majority of its length.

- The Applicant has confirmed that they have actively engaged with local residents to gather feedback on the proposed development by conducting door-to-door outreach in the neighbourhood. Those neighbours contacted include those immediately adjacent to the site to the east and west, as well as residents directly opposite the site to the south. The majority of these neighbours have expressed positive feedback regarding the proposed development, lending support for the proposed design and many residents acknowledge that redevelopment of the site is to be expected. All of the neighbours expressed that they prefer the Valley Trail to remain at its current location or they are indifferent to any relocation. Notwithstanding, concerns have been raised by the neighbour to the west of the application site surrounding numerous aspects of the development, including fencing, stormwater management, building lighting, garbage storage siting, proposed building height, etc. The Applicant has been in correspondence with the abutting property owner to try to allay her concerns and, in response, the Applicant has proposed to extend the parking lot fence (to the western side boundary) further south so as to better contain the on-site parking site and allow for greater privacy between properties. In addition, the Applicant has confirmed that they would keep the abutting property owner informed of details on the stormwater management, recognizing that no negative impacts are permitted on neighbouring properties and a detailed stormwater management plan is required at the building permit stage. The Applicant will also ensure that external building lighting does not emit undue glare towards abutting properties.
- Staff highlight that during the course of the application's assessment, at Staff's request, the Applicant readily revised the proposal to incorporate a 2-metre separation distance between the driveway and the western property line so as to lessen the impact of the driveway on the neighbouring property to the west, as well as allow for the incorporation of a landscape strip/buffer to the western boundary of the site. Staff consider that the proposed development offers a site layout which is sufficiently considerate of the lower-density residential use adjacent to the west, ensuring that there is appropriate separation and screening to reduce any potential noise and disturbance impacts on the neighbouring property from the movement of vehicles.

Growth Strategy:

- The proposal is consistent with the Growth Strategy in terms of the Areas of Stability and Minor Change, which calls for modest forms of intensification at the edges of neighbourhoods and along main roads. The proposed two-storey building scale and ground-oriented design provides a design and scale compatible with neighbouring land uses and maximizes separation from the abutting R-2 to the west and south. Staff note the MR-2 zoning designation to the immediate east of the site (subject of successful rezoning application under File No: Z-33-2020 for conversion of a pre-existing building to 14-unit apartments). With the subject site being along a major arterial road (Woodstock

Road), the proposed infill development represents a prime opportunity for modest intensification on an underutilized lot within the limits of the Growth Boundary.

Municipal Plan:

- The site is designated “Established Neighborhood” in the Municipal Plan. Within the Established Neighborhood designation, intensifications are intended to be limited and will be primarily through complementary and compatible development on vacant lots, minor infill development and accessory units. The Municipal Plan contains the following relevant policies:
 - Section 2.2.1(18) The City shall support the stability of Established Neighborhoods by:
 - i. Encouraging the maintenance of the existing housing stock;
 - ii. Discouraging the encroachment of incompatible uses;
 - iii. Routing higher volume traffic along arterial and collector roads;
 - iv. Maintaining community services and facilities at a scale appropriate for the neighbourhood;
 - v. Encouraging the relocation of existing incompatible uses;
 - vi. Enforcing by-laws to ensure acceptable maintenance and occupancy standards; and
 - vii. Requiring that new or infill development be compatible with adjacent properties.
 - Section 2.2.1 (21) To maintain the stability of residential neighbourhoods, while allowing for incremental change through sensitive new development and redevelopment, new development will respect and reinforce the existing pattern, scale, and character of the Established Neighbourhoods, by ensuring that:
 - i. Any new lots are consistent with the lot pattern in the neighbourhood;
 - ii. Building design is compatible with the surrounding area and contributes positively to the neighbourhood;
 - iii. Adequate servicing, road infrastructure, and other municipal services be readily and efficiently provided; and,
 - iv. Healthy, mature trees are protected whenever feasible.
 - Section 2.2.1 (22) Infill development should be appropriately scaled and oriented with the primary entrance facing the public street.
 - Section 2.2.1 (23) Where a rezoning or zoning by-law amendment is required for a new mid- or high-rise residential use in an Established Neighbourhood, proposals shall:
 - i. Locate at the periphery of neighbourhoods and along arterial and collector roads;
 - ii. Have direct access to an arterial or collector road. If direct access to one of these road types is not possible, the development may gain access to an arterial or collector road from a local road;
 - iii. Incorporate underground parking facilities, where appropriate;

- iv. Provide for adequate on-site landscaping, buffering, amenity space, parking, and garbage pickup and recycling services;
 - v. Be adjacent to or in close proximity to, an existing or planned public transit route;
 - vi. Be adjacent to, or in close proximity to, parks, open spaces and/ or other community facilities, services and amenities, and employment zones; and,
 - vii. Provide high-quality building design that contributes positively to the City's urban form.
- Section 3.1.1 (1) promotes housing delivery by requiring a mix of housing types, sizes and densities that will accommodate changes in community needs over time. The City shall promote opportunities for increased housing densities and intensification for residential development.

Overall, the proposal is considered to be consistent with the objectives of the Municipal Plan by providing:

- A compatible two-storey building and residential infill along Woodstock Road to achieve residential intensification;
- An opportunity to increase the variety of the housing options along a Major Arterial Road that is serviced by a transit route and which abuts the Valley Trail;
- A proposal which includes the provision of 6 affordable housing units;
- A design and layout which satisfactorily provides for on-site landscaping, amenity space, vehicle and bicycle parking, garbage storage; and,
- Appropriate separation and screening measures to help mitigate any potential impacts on the adjacent low-rise residential to the west.

Zoning By-Law:

The proposal complies with the standards of the Multi-Residential Zone Two (MR-2) as follows:

Standard	Required	Provided
Lot Frontage (min)	34m	30.5m*
Lot Coverage (max)	45% of the lot area (855m ²)	31% (590m ²)
Landscaped Area (min)	35% (665m ²)	28.91% (550m²)*
Building Setbacks (min)		
Front (Woodstock Road)	6m	6.1m
Side (East)	3m	1.5m*
Side (West)	3m	11.7m
Rear	6m	20.9m
Building Height	14m	7m
Vehicle Parking (min)	Area 2: 1 spaces/1-BR unit 1.5 spaces / 2-BR unit 11x 1-BR units = 11 spaces 5x 2-BR units = 7.5 spaces 10% Parking Reduction: Transit Proximity (-1.85sp) Total Vehicle Parking Required = 17 spaces	17 total spaces
Barrier Free Parking	16-45 vehicle spaces Therefore, 2 barrier free spaces required	2 spaces
Bicycle Parking (min)	0.3 spaces /dwelling unit 0.3 sp x 16 units = 4.8 sp total Total Bicycle Parking Required = 5 spaces	5 spaces
Parking Separation	2m abutting residential zone (side)	2m
Density (Lot Area/Unit)	Min 161m ² /dwelling unit 1,878m ² /161m ² = 12 dwelling units (Min) Density Bonus for affordable housing dwelling units: min 45m ² /dwelling unit 6x affordable housing units x 45m ² = 270m ² 10x market housing units x 161m ² = 1,610m ² Total area Required for Proposed 16 units = 1,880m ²	16 dwelling units (1,902m ²)

*** variances required**

In summary, the proposed development complies with the majority of zoning standards, with the exception of the lot frontage, landscaped area, and side yard setback requirements.

Rezoning:

- The MR-2 Zone is intended to accommodate multi-residential development in a variety of building forms, including apartment buildings, townhouses and stacked townhouses. The MR-2 Zone provides for a transition in both residential building forms and densities through low-rise and/or mid-rise building heights. The proposed apartment building complies with the majority of the MR-2 Zone standards, but requires variances to the lot frontage, landscaped area and side yard setback requirements.
- Staff consider that the proposed rezoning from R-2 to MR-2 to allow for greater density within a building of 2-storeys is appropriate for the subject lot, particularly when taking into account its position on a major arterial road, the similar neighbouring rezoning to MR-2 at 1475 Woodstock Road and the City's overarching policy direction for greater residential intensification. While the MR-2 zone permits greater density and height (technically up to 4 storeys), the Applicant proposes a 2-storey building to best complement the height evident in the surrounding context.

Variances:

- With the proposed infill development abutting predominantly low-rise residential zones (with the exception of the MR-2 zone to the immediate east of the site), the incorporation of separation and landscape buffering measures and other setbacks are crucial to assist mitigate any potential impacts. It is important to remember that the magnitude of a variance is based upon its impact rather than any particular number of variances applied for. As per the Community Planning Act, a variance is considered reasonable if it is desirable for the development of a parcel of land, building or structure and is in keeping with the general intent of the By-law and any plans applicable to the development.

Lot Frontage Variance

- The Applicant proposes a 3.5 metre lot frontage variance. Staff do not have any concerns with the proposed lot frontage variance as it is an existing condition and the lot remains able to accommodate the proposed apartment building and associated parking, while providing a small area of soft landscaping to the front of the building between the building and the sidewalk and to the perimeter of the building. This variance is considered reasonable in order to achieve redevelopment of this lot.

Landscaped Area Variance

- As part of this application, a 116 square metre or 6.09% landscaped area variance is requested. The proposed building occupies 31% of the lot. The surface parking and driveway are the predominant factors impacting the available landscaped area. Given the scale of the proposed building, the costs associated with the provision of underground parking is prohibitive upon delivering a viable development and would not allow the Applicant to proceed with their intent for providing affordable housing as part of the scheme. Staff are comfortable with the proposed landscaped area variance given the level of green space provided at ground floor to the west of the building and its location directly connecting to the Valley Trail and public park running adjacent to the Wolastoq/ Saint John River, providing access to numerous parks and open spaces. Staff consider that this variance is necessary for the optimum redevelopment of this lot.

Side Yard Setback Variance

- The Applicant proposes a 1.5 metre side yard setback variance. Staff note the background evolution of the proposed development's design and acknowledge the reasoning for the side yard setback variance, which has arisen primarily as a result of providing sufficient space to implement a proper landscape strip/buffer and the need to increase the separation distance between the driveway and the western property line to comply with the minimum 2m. These requirements led to both a reduction in the building footprint from a previous iteration (with resultant changes to the unit mix) as well as a shift of the proposed building's siting eastwards closer to the property line and Trail. Staff do not have any concerns regarding the proposed side yard setback variance given that this has enabled a positive relationship with the single, detached dwelling to the western boundary. Staff consider that this variance is in keeping with the general intent of the By-law and enables the most sensitive redevelopment of this lot.

Building Design and Layout:

- Staff consider that the proposed apartment building would positively relate, in terms of height, scale and layout, to the existing apartment building adjacent to the east of the site and would be orientated to maximise the use of the land while providing the necessary space for landscaping, vehicle parking spaces, bicycle parking and garbage storage. The positioning of the building to be set closer to the eastern boundary of the site is considered to appropriately respect the lower density detached residential dwelling to the west of the site. The proposed design would represent a reasonable development density and a good-quality overall design, with sufficient articulation to alleviate the overall massing of the building.

Construction and Servicing:

- Following approval of this application, Engineering & Operations Staff will meet with the applicant's consultant to review sanitary servicing, water servicing and storm water management to ensure that there are no issues as the design progresses.
- Servicing, lot grading and storm water management plans are to be to the satisfaction of the Director of Engineering & Operations and provided prior to the building permit application. A backflow preventer and a storm oil-grit separator are required.
- A Storm Water Management Plan (SWMP) is required for all infill development/redevelopment. This is to reduce potential flooding impacts to the property and neighboring properties. The SWMP should consider the entire property and should follow the City's latest Guidelines for Storm Water Infrastructure.
- Any trees within the City's right-of-way, notably along the northern side of the proposed development are to remain unless directed otherwise by the City Forester.
- The existing lot elevations are approximately 9.2 metres. It should be noted that no habitable space be below 9.0 metres.
- The City has been in contact with Canada Post who have indicated that discussions are moving forward between Canada Post and the Developer on accommodating the mail boxes on their site with an upgraded mailbox.

Traffic:

- The proposed development is located on Woodstock Road which is a major arterial roadway. There is an existing driveway as access. An additional 17 units is not expected to generate any traffic impacts. A bus route is available in front of the adjacent property, No. 1475 Woodstock Road. There is no sidewalk currently available on Woodstock Road at this location.
- The adjacent City-owned property along the eastern side of the proposed development provides access to the Valley Trail system as an active transportation connection. The developer will be responsible for reinstating any portions of the City owned property impacted to a trail standard.

RECOMMENDATION:

It is recommended that the application submitted by Belmont Holdings Inc. on property located at 1489 Woodstock Road for the following:

- Rezoning from Residential Zone Two (R-2) to Multi-Residential Zone Two (MR-2);
- 3.5 metre lot frontage variance;
- 6.09% (116 square metre) landscaped area variance; and,
- 1.5 metre eastern side yard setback variance;

to permit a 16-unit, two-storey apartment building, be approved subject to the following terms and conditions:

- a) The site be developed generally in accordance with Map II attached to P.R. 14/25, to the satisfaction of the Development Officer;
- b) Final building design be generally in accordance with Maps III, IV, V, and VI attached to P.R. 14/25, to the satisfaction of the Development Officer;
- c) City trees within the public right-of-way and along the trail shall be protected. If it is necessary to remove or relocate trees, the work shall be coordinated with the Parks and Trees Division and the Developer is responsible for all associated costs (including cleanup of material between the Trail and the building);
- d) A final landscape plan including a 2.0m high wooden opaque fence along the western property line and parking plan be provided, to the satisfaction of the Development Officer prior to the issuance of a building permit;
- e) Access, servicing, lot grading, and stormwater management plans be provided to the satisfaction of the Director of Engineering & Operations;
- f) Any building permits or other required permits/licences are obtained;
- g) No habitable residence shall be located below 9.0 m elevation (geodetic);
- h) The Applicant and/or their Consultant are to participate in a design start-up meeting with Engineering staff upon approval of this application; and

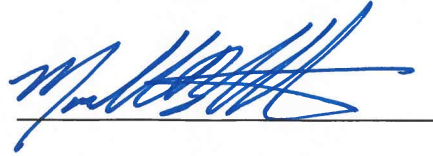
- i) Record drawings prepared by a Professional Engineer are required at completion of the project.

Prepared by:

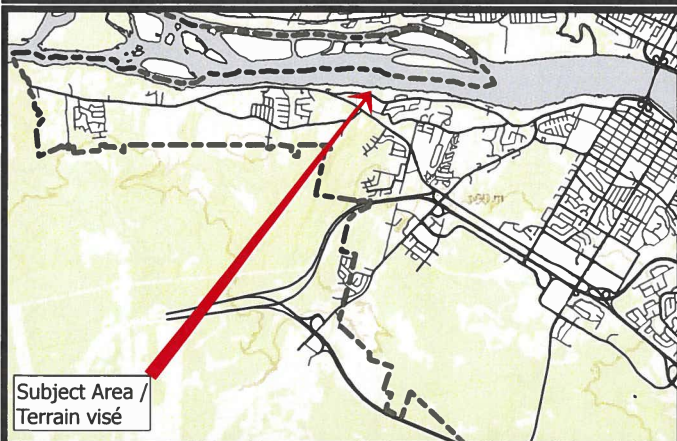
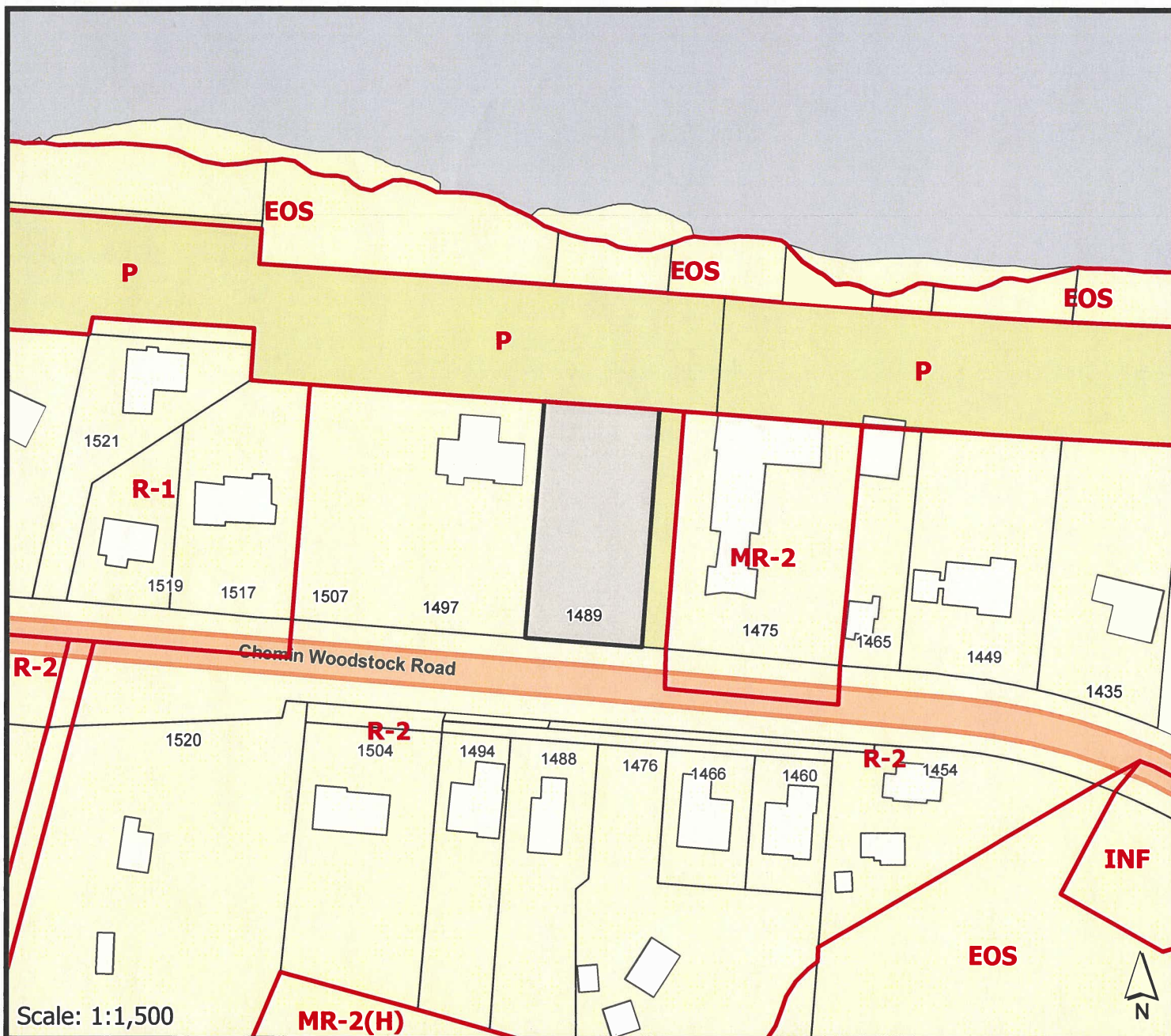


Helen Harris, MRTPI, AssocRICS
Planner, Community Planning

Approved by:



Marcello Battilana, RPP, MCIP
Assistant Director, Planning & Development



 Subject Property / Propriété Visé

Rezoning from R-2 to MR-2. 3.5 metre lot frontage variance, 6.09% (116 square m²) landscaped area variance and 1.5 metre easterly side yard setback variance to permit a two storey 16-unit apartment building.

Rezonage de R-2 vers MR-2. Dérogation de 3,5 m aux règles de façade de lot. Dérogation de 6,09 % (116 m²) à la superficie aménagée en espace paysager. Dérogation de 1,5 m pour la marge de recul latérale du côté est afin de permettre la construction d'un immeuble résidentiel de deux étages comprenant 16 logements.

Fredericton

Community Planning
Planification urbaine

Map \ carte # I

File \ fiche: PR-14-2025

Date \ date: mars \ March 19, 2025

Subject \ sujet: rue 1489 Woodstock Road
Belmont Holdings Ltd.
c/o Frank Findlay



Facing Woodstock Road (South) / Face à la chemin Woodstock (Sud)



Bird's Eye View - West / Vue aérienne - Ouest

Conceptual / Conceptuel

Fredericton

Community Planning
Planification urbaine

Map \ carte # III
File \ fiche: PR-14-2025
Date \ date: mars \ March 19, 2025
Subject \ sujet: rue 1489 Woodstock Road
Belmont Holdings Ltd.
c/o Frank Findlay



Bird's Eye View - East / Vue aérienne - Est

Conceptual / Conceptuel

Fredericton

Community Planning
Planification urbaine

Map \ carte # IV
File \ fiche: PR-14-2025
Date \ date: mars \ March 19, 2025
Subject \ sujet: rue 1489 Woodstock Road
Belmont Holdings Ltd.
c/o Frank Findlay



Facing Woodstock Road (South) / Face à la chemin Woodstock (Sud)



Rear (North) / Arrière (Nord)

Elevations / Élévations

Fredericton

Community Planning
Planification urbaine

Map \ carte # V
File \ fiche: PR-14-2025
Date \ date: mars \ March 19, 2025
Subject \ sujet: rue 1489 Woodstock Road
Belmont Holdings Ltd.
c/o Frank Findlay



East / Est



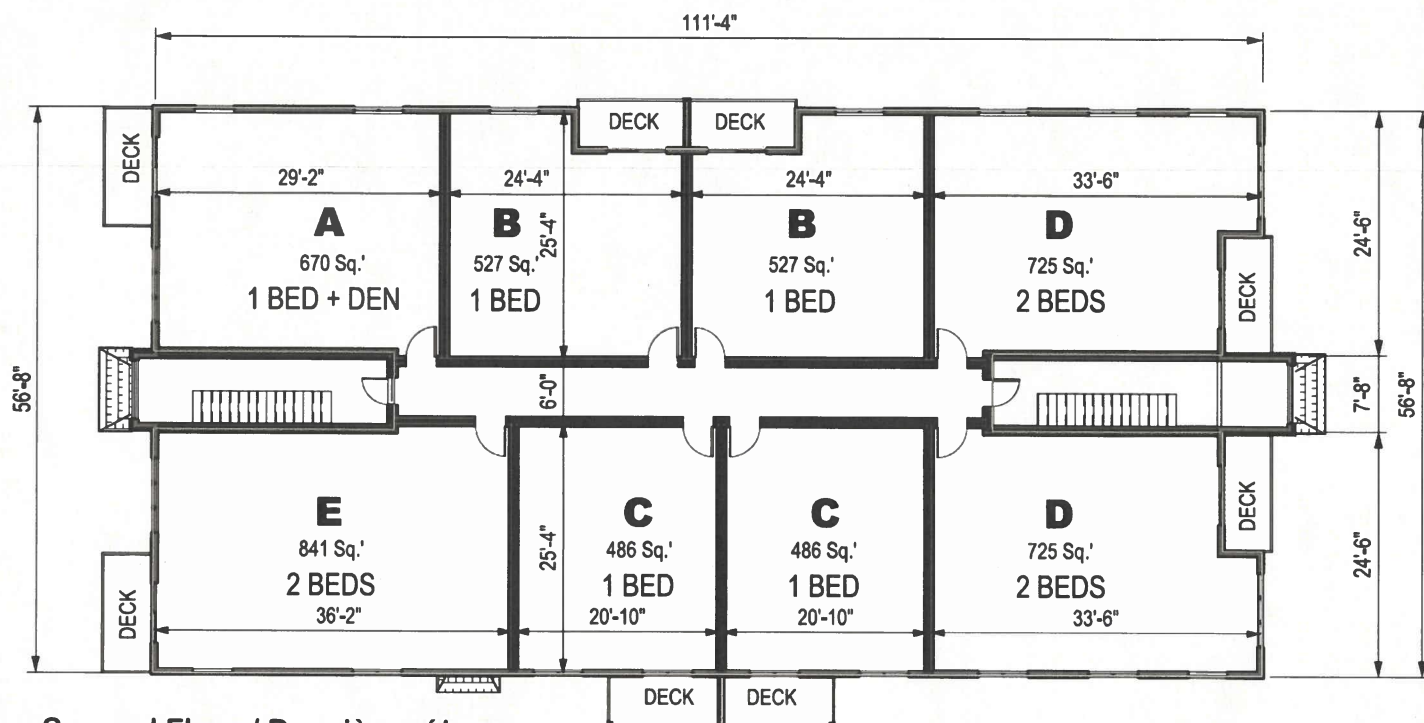
West / Ouest

Elevations / Élévations

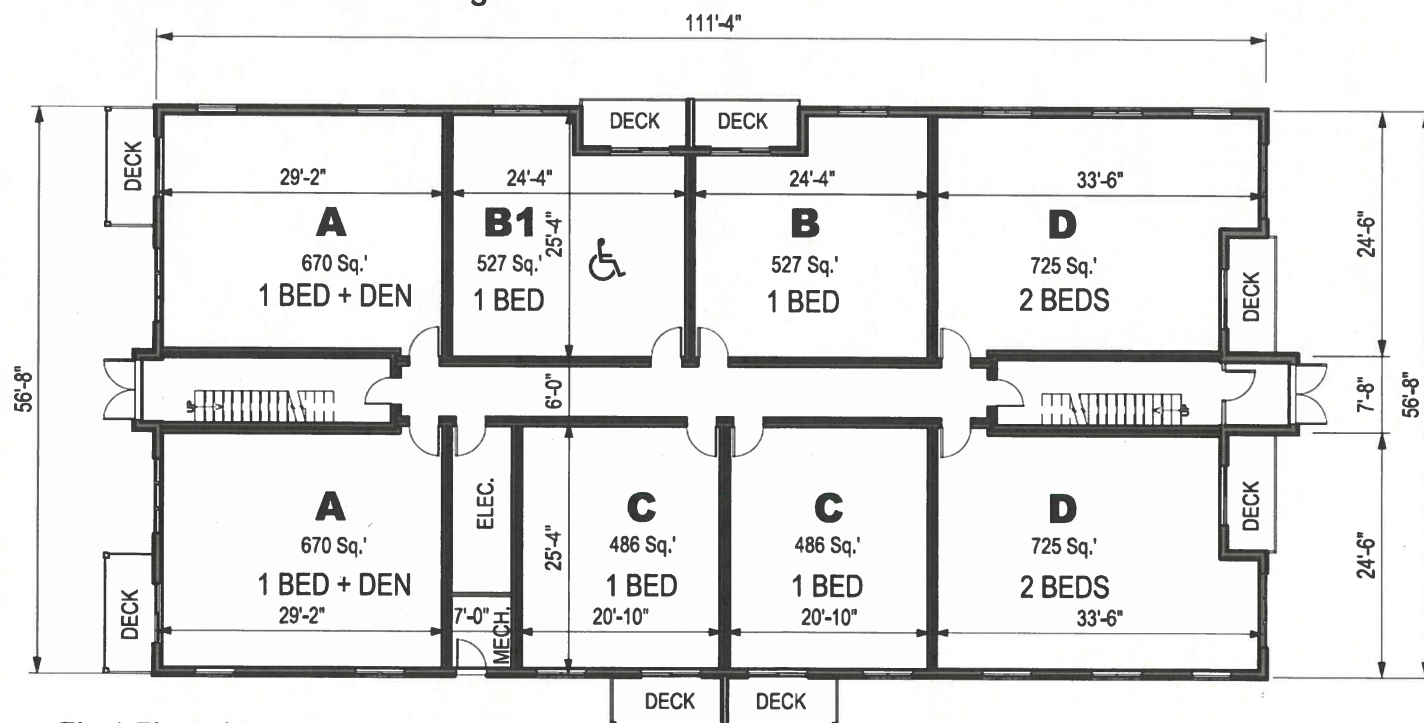
Fredericton

Community Planning
Planification urbaine

Map \ carte # VI
File \ fiche: PR-14-2025
Date \ date: mars \ March 19, 2025
Subject \ sujet: rue 1489 Woodstock Road
Belmont Holdings Ltd.
c/o Frank Findlay



Second Floor / Deuxième étage



First Floor / Premier étage

Floor Plans / Plan d'étage

Fredericton

Community Planning
Planification urbaine

Map \ carte # VII

File \ fiche: PR-14-2025

Date \ date: mars \ March 19, 2025

Subject \ sujet: rue 1489 Woodstock Road
Belmont Holdings Ltd.
c/o Frank Findlay

[REDACTED]
Fredericton, New Brunswick
E3C 1P2

March 17, 2025

City of Fredericton
Planning Advisory Committee

Dear Planning Advisory Committee Members,

I am writing to request that the city maintain the existing R-2 zoning of 1489 Woodstock Road.

While I support responsible development on the site, the recent re-zoning of 1475 Woodstock Road from R-2 to MR-2 has already introduced significant densification to this established neighbourhood. Maintaining the existing R-2 zoning, which now permits modest densification, is the best approach to sensitively integrate new housing on the vacant lot.

This is not a case of rezoning that is required to make best use of an existing vacant building and parking lot, as was the case when 1478 Woodstock Road was rezoned to allow conversion of the Sansom Equipment building to a 14-unit apartment. The 1489 Woodstock Road development plans require new parking and garbage facilities that are proposed to border directly with my property. Storm water runoff, light pollution, and issues associated with garbage disposal facilities are reasonably likely to interfere with the use and enjoyment of my property.

I appreciate Mr. Findlay's proactive approach to communication regarding his development plans; however, I remain concerned with his position that the only feasible location for garbage facilities on the site is adjacent to my garden at 1497 Woodstock Road.

Further densification of the neighbourhood by adding 16 new units beside the existing 14-unit development is inappropriate and inconsistent with the Municipal Plan.

Development of 1489 Woodstock Road is an exciting opportunity to demonstrate thoughtful integration of new, lower density residential units that respect and reinforce the existing pattern, scale, and character in established neighbourhoods.

I ask that the City deny this rezoning request.

Sincerely,

Patricia Dineen

Murray, Elizabeth

From: Ken Whamond [REDACTED]
Sent: Monday, March 17, 2025 6:11 PM
To: PLANNING AND DEVELOPMENT
Cc: Mallet, Henri
Subject: 1489 Woodstock Road rezoning

External email: Do not follow instructions, click links, open attachments, forward or respond to the email unless you recognize the sender and know the content is safe.

Subject: 1489 Woodstock Road rezoning application

March 17, 2025

Members of Fredericton planning advisory committee,

I am writing today to voice my concerns about a zoning change from R-2 to MR-2, to allow a 16 unit apartment building to be constructed at 1489 Woodstock Road.

I was opposed to the previous rezoning to convert 1475 Woodstock Road from Sansom Equipment to a 14 unit apartment building.

Reasons for my current objections are as follows:

1. The proposed building requires front yard, side yard and landscape variances to allow for the placement on the lot. Obviously the building is too large for the existing vacant lot.
2. The existing access to the walking trail will be 3.5 metres from tenants decks and balconies.
3. 16 units likely means at least 16 additional vehicles entering and exiting the Woodstock Road which has a posted speed limit of 60 kmh. Many vehicles travel at 70 + kmh as observed by watching the flashing speed indicator for Garden Creek School.
4. Community mail boxes are currently located on the Woodstock Road in front of 1489. I received notice that we are getting new mailboxes but the location was not disclosed. A phone call to the number provided, did not resolve my query.
5. Currently, there are no sidewalks along the Woodstock Road between Garden Creek School and the Prospect Inn. The road is dangerous for pedestrians as the shoulder area is not paved. Mud, ice and potholes are visible depending on the season. Regardless of approval or denial of the application, the City needs to give priority to completing sidewalks and maybe another monitored crosswalk by the bus stop in front of 1475.
6. In my opinion a better fit for the vacant lot at 1489 Woodstock Road would be a 4 or 6 unit, single story building, similar to ones built on Sarah's Lane.

Thank you for considering my comments,

Ken Whamond



Sent from my iPhone

TERMS AND CONDITIONS

BELMONT HOLDINGS LTD
1489 WOODSTOCK ROAD

The following terms and conditions are recommended under Section 59(1) of the *Community Planning Act*.

- a. The site be developed generally in accordance with Map II attached to P.R. 14/25, to the satisfaction of the Development Officer;
- b. Final building design be generally in accordance with Maps III, IV, V, and VI attached to P.R. 14/25, to the satisfaction of the Development Officer;
- c. City trees within the public right-of-way and along the trail shall be protected. If it is necessary to remove or relocate trees, the work shall be coordinated with the Parks and Trees Division and the Developer is responsible for all associated costs (including cleanup of material between the Trail and the building);
- d. A final landscape plan including a 2.0m high wooden opaque fence along the western property line and parking plan be provided, to the satisfaction of the Development Officer prior to the issuance of a building permit;
- e. Access, servicing, lot grading, and stormwater management plans be provided to the satisfaction of the Director of Engineering & Operations;
- f. Any building permits or other required permits/licences are obtained;
- g. No habitable residence shall be located below 9.0 m elevation (geodetic);
- h. The Applicant and/or their Consultant are to participate in a design start-up meeting with Engineering staff upon approval of this application; and

CONDITIONS

BELMONT HOLDINGS LTD
1489, CHEMIN WOODSTOCK

Les conditions suivantes sont recommandées en application du paragraphe 59(1) de la *Loi sur l'urbanisme* :

- a. Aménager le site de manière essentiellement conforme au plan II, joint au rapport d'urbanisme 14/25, à la satisfaction de l'agent d'aménagement.
- b. Rendre la conception finale des bâtiments essentiellement conforme aux plans III, IV, V, VI, joints au rapport d'urbanisme 14/25, à la satisfaction de l'agent d'aménagement.
- c. Protéger les arbres de la Ville situés dans l'emprise publique et le long du sentier. S'il est nécessaire d'enlever ou de déplacer des arbres, il conviendra de coordonner les travaux avec Parcs et arbres. Le promoteur sera responsable de tous les coûts associés (y compris le nettoyage des matériaux entre le sentier et l'édifice).
- d. Fournir un plan final d'aménagement paysager comprenant une clôture opaque en bois de 2 m de haut à la limite ouest de la propriété et un plan de stationnement, à la satisfaction de l'agent d'aménagement, avant la délivrance d'un permis de construire.
- e. Concevoir les plans d'accès, de viabilisation, de nivellement et de gestion des eaux pluviales à la satisfaction du directeur – Ingénierie et Opérations.
- f. Obtenir tous autres permis de construire ou approbations nécessaires.
- g. Ne pas installer de résidence habitable à un niveau inférieur à 9,0 mètres (géodésie).
- h. Après approbation de la demande, le demandeur et/ou son consultant devront participer à une réunion de démarrage de conception avec le personnel de l'Ingénierie.

- | | |
|---|--|
| i. Record drawings prepared by a Professional Engineer are required at completion of the project. | i. À la fin du projet, faire enregistrer les dessins techniques préparés par un ingénieur professionnel. |
|---|--|
-



Marcello Battilana
Assistant Director / Directeur adjoint
Planning and Development / Service de l'urbanisme et de l'aménagement

From: Planning & Development, Community Planning

Date: April 17, 2025

Title: By-law No. Z-5.341 – 378 Woodstock Road (PID 01438431) – 710861 NB Inc. (c/o David Davis), Rezoning

Description: By-law No. Z-5.341, A By-law to amend By-law No. Z-5, A Zoning By-law for the City of Fredericton, Adoption of Terms & Conditions, Reading by Summary, Third Reading of By-law No. Z-5.341, by title

FOR CITY COUNCIL ON APRIL 28, 2025:

- Motion to impose terms and conditions
- Motion to read the by-law by summary
- Reading of By-law No. Z-5.341, by summary and third reading by title

Additional Information

The purpose of proposed By-law No. Z-5.341 is to amend By-law No. Z-5, A Zoning By-law for the City of Fredericton by rezoning property located at 378 Woodstock Road (PID 01438431) from Residential Zone Two (R-2) to Residential Zone Three (R-3) to permit the creation of two semi-detached building lots.

↪ City Council Meeting – February 24, 2025

- City Council adopted a resolution referring the application to PAC, authorizing Section 111 advertising, preparation of a by-law to amend the Zoning By-law, and set the date for consideration of objections/support to the proposed by-law.

↪ Planning Advisory Committee Meeting – March 19, 2025

- Staff recommended approval
- PAC recommended approval (*no written letters of objection /support received at PAC*)

↪ City Council – April 14, 2025

- Receipt of the Planning Advisory Committee Report
- Hearing of Objections/Support (*no written letters of objection /support received by the City Clerk's office*)
- First Reading of By-law No. Z-5.341, by title
- Second Reading of By-law No. Z-5.341, by title

RECOMMENDATION:

It is recommended that the following resolutions be considered by City Council:

BE IT RESOLVED THAT with respect to an application by David Davis to rezone property located at 378 Woodstock Road (PID 01438431) from Residential Zone Two (R-2) to Residential Zone Three (R-3) as outlined in proposed By-law No. Z-5.341, the Council of the City of Fredericton, pursuant to Section 59(1) of the *Community Planning Act* hereby imposes the attached Terms and Conditions.

BE IT RESOLVED THAT the Council of the City of Fredericton hereby authorizes that By-law No. Z-5.341, A By-law to Amend By-law No. Z-5, A Zoning By-law for the City of Fredericton, be read by summary pursuant to Section 15(4) of the *Local Governance Act*.

WHEREAS municipalities may make by-laws pursuant to the *Local Governance Act* and the *Community Planning Act*; and City Council has authorized the reading of By-law No. Z-5.341, by summary;

BE IT RESOLVED THAT the Council of the City of Fredericton hereby reads a summary of the by-law as follows: The purpose of proposed By-law No. Z-5.341, is to amend By-law No. Z-5, A Zoning By-law for the City of Fredericton, by rezoning property located at 378 Woodstock Road (PID 01438434) from Residential Zone Two (R-2) to Residential Zone Three (R-3), as shown on Schedule 11 of the proposed by-law; and **THAT** the said by-law be given third reading by title.

BE IT RESOLVED THAT with respect to a tentative plan of subdivision to create two Residential Zone Three (R-3) building lots, the Council of the City of Fredericton confirms that the public land dedication be taken in the form of cash pursuant to By-law No. Z-4, A Subdivision By-law.

Prepared by: Alicia Brown, Planning & Development Application Specialist, Community Planning

Approved by: Ken Forrest, MCIP RPP, Director of Planning & Development

CITY OF FREDERICTON
BY-LAW NO. Z-5.341

**A BY-LAW TO AMEND BY-LAW NO. Z-5,
A ZONING BY-LAW FOR THE CITY OF
FREDERICTON**

WHEREAS the Council of the City of Fredericton deems it desirable to amend By-law No. Z-5 as hereinafter provided.

THEREFORE, THE COUNCIL OF THE CITY OF FREDERICTON ENACTS AS FOLLOWS:

By-law No. Z-5, A Zoning By-law for The City of Fredericton, is amended by changing the zone as shown on the zoning map thereof, for the property located at 378 Woodstock Road (PID 01438431) and shown on Schedule "11" attached to and forming part of By-law No. Z-5.341, from Residential Zone Two (R-2) to Residential Zone Three (R-3).

Read a first time this 14 day of April 2025.

Read a second time this 14 day of April 2025.

Read a third time and finally passed this 28 day of April 2025.

Kate Rogers,
Mayor/mairesse

VILLE DE FREDERICTON
ARRÊTÉ N° Z-5.341

**ARRÊTÉ MODIFIANT L'ARRÊTÉ
N° Z-5 RELATIF AU ZONAGE DE THE CITY
OF FREDERICTON**

ATTENDU QUE le conseil municipal de la Ville de Fredericton estime souhaitable de modifier l'arrêté n° Z-5, ainsi qu'il est prévu ci-après.

PAR CES MOTIFS, LE CONSEIL MUNICIPAL DE LA VILLE DE FREDERICTON ÉDICTE CE QUI SUIT :

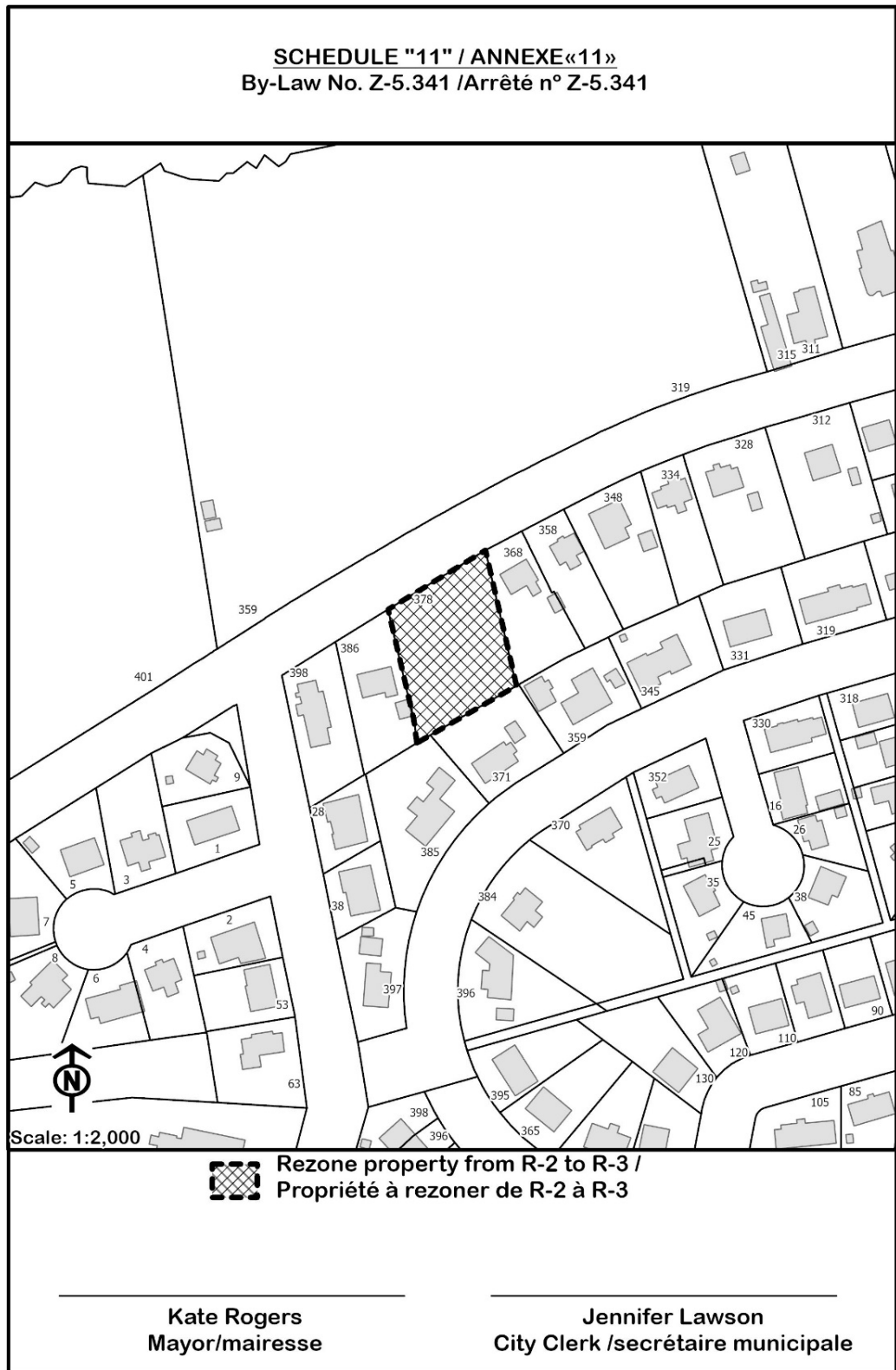
L'arrêté n° Z-5, relatif au zonage de The City of Fredericton, est modifié par la modification de la désignation, comme l'indique le plan de zonage, pour une parcelle du terrain situé au 378 ch, Woodstock (NID 01438431), comme le montre l'annexe « 11 » ci-jointe et faisant partie de l'arrêté n° Z-5.341, de la zone résidentielle 2 (R-2) à zone résidentielle 3 (R-3).

Passé en première lecture ce 14 avril 2025.

Passé en deuxième lecture ce 14 avril 2025.

Passé en troisième lecture et définitivement adopté ce 28 avril 2025.

Jennifer Lawson,
City Clerk/secrétaire municipale



From: Elizabeth Murray, Secretary, Planning Advisory Committee

Date: Thursday, March 20, 2025

Title: 378 Woodstock Road Z and S.docx

Description: Rezoning and a tentative plan of subdivision to permit two semi-detached building lots

The Planning Advisory Committee, at its meeting held on March 19, 2025, considered an application submitted by David Davis on property located at 378 Woodstock Road to rezone the property from Residential Zone Two (R-2) to Residential Zone Three (R-3), subject to the following terms and conditions:

Terms and Conditions:

- a) The site be developed generally in accordance with Map II attached to P.R. 13/25, to the satisfaction of the Development Officer;
- b) Final building design be generally in accordance with Maps III and IV, including a variety of building materials and colours to reduce a monotonous design, including a varied roofline to the second building, to the satisfaction of the Development Officer.

and a tentative plan of subdivision to create two Residential Zone Three (R-3) building lots.

The Committee directed that the following resolutions be forwarded to City Council for consideration:

BE IT RESOLVED THAT the Council of the City of Fredericton hereby receives the Report of the Planning Advisory Committee, dated March 20, 2025, recommending approval of an application submitted by David Davis on property located at 378 Woodstock Road to rezone the property from Residential Zone Two (R-2) to Residential Zone Three (R-3), subject to terms and conditions.

BE IT FURTHER RESOLVED THAT the Council of the City of Fredericton hereby receives the Report of the Planning Advisory Committee, dated March 20, 2025, with respect to an application submitted by David Davis on property located at 378 Woodstock Road for a tentative plan of subdivision to create two Residential Zone Three (R-3) building lots, recommending that the public land dedication be taken in the form of cash.

Additional Information:

Pursuant to Section 77(1) of the Community Planning Act, the following terms and conditions will be imposed on the subdivision by the Development Officer:

- a) The final plan of subdivision be submitted substantially in accordance with Map II attached to PR 13/25 to the satisfaction of the Development Officer;
- b) Access, servicing, lot grading, and stormwater management plans be provided to the satisfaction of the Director of Engineering & Operations;
- c) A lot grading and site servicing plan (prepared by a professional engineer) are to be provided to the satisfaction of the Director of Engineering & Operations;
- d) A curb cut fee may be required;
- e) Applicant is responsible for shut-off-at-main of any existing services, and installation of new services to the property and all curb cuts and/or curb and sidewalk reinstatements; and,
- f) Applicant will negotiate in good faith for the transfer of a +/- 1.0 metre wide parcel of land to be added to the City right-of-way to facilitate future construction of a sidewalk on the south side of Woodstock Road.

Yours truly,



Elizabeth Murray
Secretary, Planning Advisory Committee

Cc: 710861 NB Inc, c/o David Davis, 4419 Rte 102, Upper Kingsclear, NB, E3E 1N1

PAC – March 19, 2025

File No.: Z/9/2025, S/3/2025, V/5/2025

P.R. No. 13/25

To: Planning Advisory Committee

From: Helen Harris, Planner

Proposal: Rezoning, variances, and tentative plan of subdivision to permit two semi-detached building lots.

Property: **378 Woodstock Road (PID 01438431)**

OWNER: 710861 NB Inc c/o David Davis

4419 Rte 102, Upper Kingsclear, NB, E3E 1N1

APPLICANT: As above

SITE INFORMATION:

Location: Southern side of Woodstock Road, east of the Hanwell Road intersection.

Context: Low density residential, predominantly comprising of single-family detached dwellings. Directly opposite the site on the northern side of Woodstock Road lies Fredericton Rural Cemetery.

Ward No: 10

Municipal Plan: Established Neighbourhoods

Zoning: Residential Zone Two (R-2)

Existing Land Use: Vacant Residential Building Lot

Previous Applications: P.R. 44/18– application to rezone a portion of the property from Residential Zone Two (R-2) to Residential Zone One Narrow (R-1N) and for subdivision to create two (2) R-1N lots. (Denied at City Council meeting dated July 9, 2018)

EXECUTIVE SUMMARY:

The Applicant is proposing to rezone the subject property from Residential Zone Two (R-2) to Residential Zone Three (R-3) and create two semi-detached building lots. Additionally, lot frontage variances between 1.22 and 2.20 metres are required. The proposal is considered to be appropriate for the development of the land as it maintains a low-rise built form that is compatible with its surroundings, the development complies with the majority of the zoning standards and meets the intent of the Established Neighbourhood designation. Accordingly, staff support the application subject to terms and conditions.

APPLICATION:

David Davis has made application on property located at 378 Woodstock Road for the following:

- Rezoning from Residential Zone Two (R-2) to Residential Zone Three (R-3);
- Lot frontage variances of 2.20m, 2.16m, 2.16m, and 1.22m; and,
- Tentative plan of subdivision

to permit two semi-detached building lots.

PLANNING COMMENTS:

Background:

- The subject property previously contained a single detached dwelling, which was demolished in 2014. In 2018, the Applicant made an application on the subject property to rezone a portion of the land from Residential Zone Two (R-2) to Residential Zone One Narrow (R-1N) and a tentative plan of subdivision to create two R-1N building lots (P.R. 44/18). The proposal at the time would have resulted in three lots, two being for narrower single detached dwellings on the created lots and one single detached dwelling on the remnant lot. While both Planning Staff and the Planning Advisory Committee recommended approval of the application, Council ultimately denied the rezoning and subdivision citing concerns with changes to the streetscape, building design, increased density, driveways/parking in the front yard and a lack of detail in the proposal. It is important to recognize that since the 2018 planning application, the City adopted a new Municipal Plan (2020) with policy criteria for established neighbourhoods as well as an Affordable Housing Strategy (2022) given the ongoing housing crisis. Instead of three single detached dwelling lots (two being narrower lots), the current proposal looks at rezoning and a subdivision for two semi-detached building lots.

Proposal:

- The Applicant is proposing to create two semi-detached buildings from the existing large vacant property. The existing property has a lot area of 2,014 square metres, over 40 metres of lot frontage along Woodstock Road, and over 50 metres of lot depth. The Applicant has indicated that the two semi-detached buildings would be further subdivided into individual lots (see Map II). Each semi-detached dwelling unit would be two-storeys and contain three-bedrooms, two and a half bathrooms, and an attached garage (see Map V & VI). To minimize the number of driveways, each half of the semi-detached building would share the driveway, which runs down the middle of the building leading to the attached garages. With rear yard setbacks ranging from 19 to 22 metres, the proposed lots would have significant rear yard space. The proposed buildings have generally been sited to be aligned with the abutting properties to limit any overlooking or impact on the rear yards. The overall design for the semi-detached buildings look to use a pitched roof, a recessed entryway, and a mix of materials and colours to break up the massing of the buildings. The Applicant has indicated that they would use varying colours to help define each unit and eliminate monotonous design.

Growth Strategy:

- The proposal is consistent with the Growth Strategy in terms of the Areas of Stability and Minor Change, which calls for modest forms of intensification at the edges of neighbourhoods and along main roads. The proposed two-storey building scale and semi-detached form is compatible with neighbouring land uses and the lot is appropriately sized to accommodate the development. With the subject site being along a major arterial road (Woodstock Road) and at the edge of the Sunshine Gardens neighbourhood, the proposed infill development represents a prime opportunity for modest intensification on an underutilized lot within the limits of the Growth Boundary.

Municipal Plan:

- The site is designated “Established Neighborhood” in the Municipal Plan. Within the Established Neighborhood designation, intensifications are intended to be limited and will be primarily through complementary and compatible development on vacant lots, minor infill development and accessory units. The Municipal Plan contains the following relevant policies:
 - Section 2.2.1(18) The City shall support the stability of Established Neighborhoods by:
 - i. Encouraging the maintenance of the existing housing stock;
 - ii. Discouraging the encroachment of incompatible uses;
 - iii. Routing higher volume traffic along arterial and collector roads;
 - iv. Maintaining community services and facilities at a scale appropriate for the neighbourhood;
 - v. Encouraging the relocation of existing incompatible uses;
 - vi. Enforcing by-laws to ensure acceptable maintenance and occupancy standards; and
 - vii. Requiring that new or infill development be compatible with adjacent properties.
- Staff would note that the Municipal Plan identifies a range of low-rise residential forms (semi-detached, duplex, town house) which are compatible as it relates to massing, scale and use. In this regard, it is appropriate to have semi-detached dwellings adjacent to single detached dwellings, especially given that these are only two-storey in height.
 - Section 2.2.1 (21) To maintain the stability of residential neighbourhoods, while allowing for incremental change through sensitive new development and redevelopment, new development will respect and reinforce the existing pattern, scale, and character of the Established Neighbourhoods, by ensuring that:
 - i. Any new lots are consistent with the lot pattern in the neighbourhood;
 - ii. Building design is compatible with the surrounding area and contributes positively to the neighbourhood;
 - iii. Adequate servicing, road infrastructure, and other municipal services be readily and efficiently provided; and,
 - iv. Healthy, mature trees are protected whenever feasible.

- Section 2.2.1 (22) Infill development should be appropriately scaled and oriented with the primary entrance facing the public street.
- Section 3.1.1 (1) promotes housing delivery by requiring a mix of housing types, sizes and densities that will accommodate changes in community needs over time. The City shall promote opportunities for increased housing densities and intensification for residential development.

Overall, the proposal meets the objectives of the Established Neighbourhood designation by providing:

- Infill development which is compatible with adjacent properties, adhering to Section 2.2.1 (18);
- Building design is compatible with the surrounding area and positively contributes to the neighbourhood, in accordance with Section 2.2.1 (21);
- Infill development is appropriately scaled in relation to its site and the proposed dwellings are orientated such that the primary entrances face onto the public street (i.e. face towards Woodstock Road), in line with Section 2.2.1 (22);
- A development which puts forward a change in housing type and density from the existing prevailing context in the form of two semi-detached building lots utilising and responding positively to a housing delivery opportunity, in accordance with Section 3.1.1 (1).

The proposal to create two new semi-detached building lots complies with the R-3 lot standards as follows:

<u>Standard</u>	<u>Required</u>	<u>Proposed</u>
Lot Area (Min)	360 m ²	Between 499m ² - 515m ²
Lot Frontage (Min)	12 m	9.80m-10.78m*
Lot Depth (Min)	30 m	Between 50.7m – 51.2m
Lot Coverage (Max)	40%	Between 23.6% - 24.4%
Building Setbacks (Min)		
Front (Woodstock Rd)	6 m	Between 11.52m – 12.68m
Side (East & West)	1.8 m	Between 1.88m – 2.51m
Rear	7.5 m	Between 19.49m – 22.65m

***Variance required**

Lot Frontage Variance

- As shown on Map II, following the individual subdivision of each semi-detached dwelling, the lot frontage is slightly below the minimum 12 metres. Moving from west to east, the lot frontage variances would be 2.20m, 2.16m, 2.16m, and 1.22m accordingly. While deficient, the proposed buildings comply with all other zoning standards and the reduced lot frontage is able to accommodate the required driveways and parking. As such, staff consider the proposed lot frontage variances minor in nature, appropriate for the development of the land, and in keeping with the general intent of the Zoning By-law.

Building Design and Layout

- Maps III and IV illustrate the concept and design for the semi-detached dwellings. The proposed intention is for two pairs of semi-detached dwellings, which would be two-storeys in height with pitched roofs, recessed entryways and integral garages. Staff will work with the Applicant at the building permit stage to ensure a mix of materials and colours to help break up the massing and eliminate any monotonous design, including a varied roofline for the second building.
- The proposal is considered to be compatible with the variety of housing forms in the neighbourhood and the proposed use is not anticipated to give rise to any adverse impacts upon adjacent properties or the wider surrounding area given its location on Woodstock Road at the periphery of the more internal neighbourhood.
- The submitted floorplans on Maps V and VI show that the ground floor would be given over to an open-plan kitchen, dining and living room, toilet facilities, walk-in pantry and utility room, together with closet and storage cupboards. To the upper floor, there would be 3 good-sized bedrooms (one with en-suite bathroom) and family bathroom, as well as a laundry room and ample closet space. In this way, Staff are of the view that the proposed development would provide good-sized accommodation, with a logical layout to the floorspace, which would ultimately meet the needs of future occupiers.

Tentative Plan of Subdivision

- The 8% land dedication applies to all newly created lots in the City. The 8% land dedication would be payable on the two new R-3 lots. Staff are recommending that the dedication be taken in the form of cash.

Construction and Servicing

- The property at 378 Woodstock Road previously contained a single dwelling unit that was demolished in 2014.
- Upon demolition, the service stub remained in place to the original dwelling. A shut-off at main may be required depending on the applicability of the existing service, as well as the installation of new individual services to the proposed units.
- There is no storm sewer system available. Any drainage requirements will need to be managed on-site.
- There are two existing driveways that will need to be reinstated to full curb, and two proposed driveways that may require a curb cut. Curb cuts are to be completed by the City, and require a curb cut fee.
- The applicant is responsible for shut-off-at-main of any existing services, and installation of new services to the property and all curb cuts and/ or curb and sidewalk reinstatements.
- Services must be installed by an approved Water & Sewer contractor.

- The project is located in Wellfield Zone B; all plans must conform to the NB Wellfield Protected Area Designation Order and Municipal Specifications sections 5.3 and 5.4.

Traffic

- Woodstock Road is a major arterial roadway that contains a bus route and has an existing sidewalk along the northern side of the roadway. A sidewalk will be installed in the future along the southern side of Woodstock Road between Hanwell Road and Haviland Street. This requires that a +/-1.0 metre wide piece of property is required to facilitate the future sidewalk. The City will work with the proponent to acquire the +/-1.0 metre parcel from the applicant at the time of subdivision.
- The service installation and shut off at main required at this location will require a traffic and construction signage plan to be submitted and approved to the satisfaction of the director of engineering & operations.

RECOMMENDATION:

1. It is recommended that the application submitted by David Davis on property located at 378 Woodstock Road to rezone the property from Residential Zone Two (R-2) to Residential Zone Three (R-3) and lot frontage variances of 2.20m, 2.16m, 2.16m, and 1.22m, be approved subject to the following terms and conditions:
 - a) The site be developed generally in accordance with Map II attached to P.R. 13/25, to the satisfaction of the Development Officer;
 - b) Final building design be generally in accordance with Maps III and IV, including a variety of building materials and colours to reduce a monotonous design, including a varied roofline to the second building, to the satisfaction of the Development Officer
2. It is recommended that the application submitted by Mr. David Davis for a tentative plan of subdivision to create two R-3 building lots, be forwarded to City Council with the recommendation that the public land dedication be taken in the form of cash.

Additional Information

Pursuant to Section 77(1) of the Community Planning Act, the following terms and conditions will be imposed on the subdivision by the Development Officer:

- a) The final plan of subdivision be submitted substantially in accordance with Map II attached to PR 13/25 to the satisfaction of the Development Officer;
- b) Access, servicing, lot grading, and stormwater management plans be provided to the satisfaction of the Director of Engineering & Operations;
- c) A lot grading and site servicing plan (prepared by a professional engineer) are to be provided to the satisfaction of the Director of Engineering & Operations;

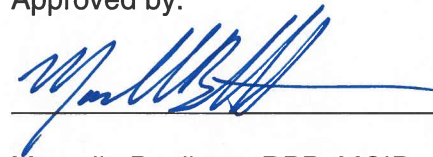
- d) A curb cut fee may be required;
- e) Applicant is responsible for shut-off-at-main of any existing services, and installation of new services to the property and all curb cuts and/ or curb and sidewalk reinstatements; and,
- f) Applicant will negotiate in good faith for the transfer of a +/- 1.0 metre wide parcel of land to be added to the City right-of-way to facilitate future construction of a sidewalk on the south side of Woodstock Road.

Prepared by:

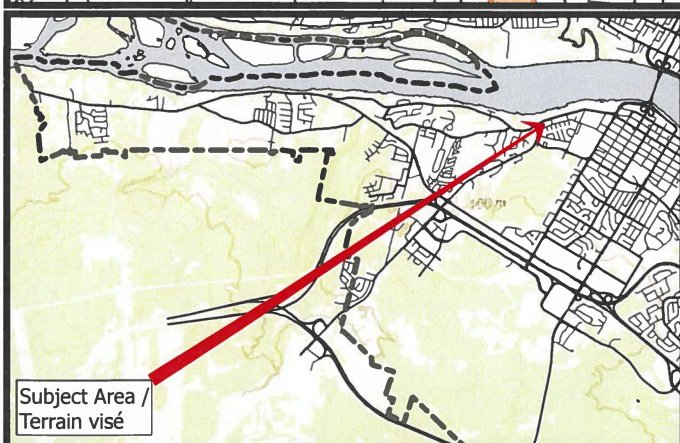
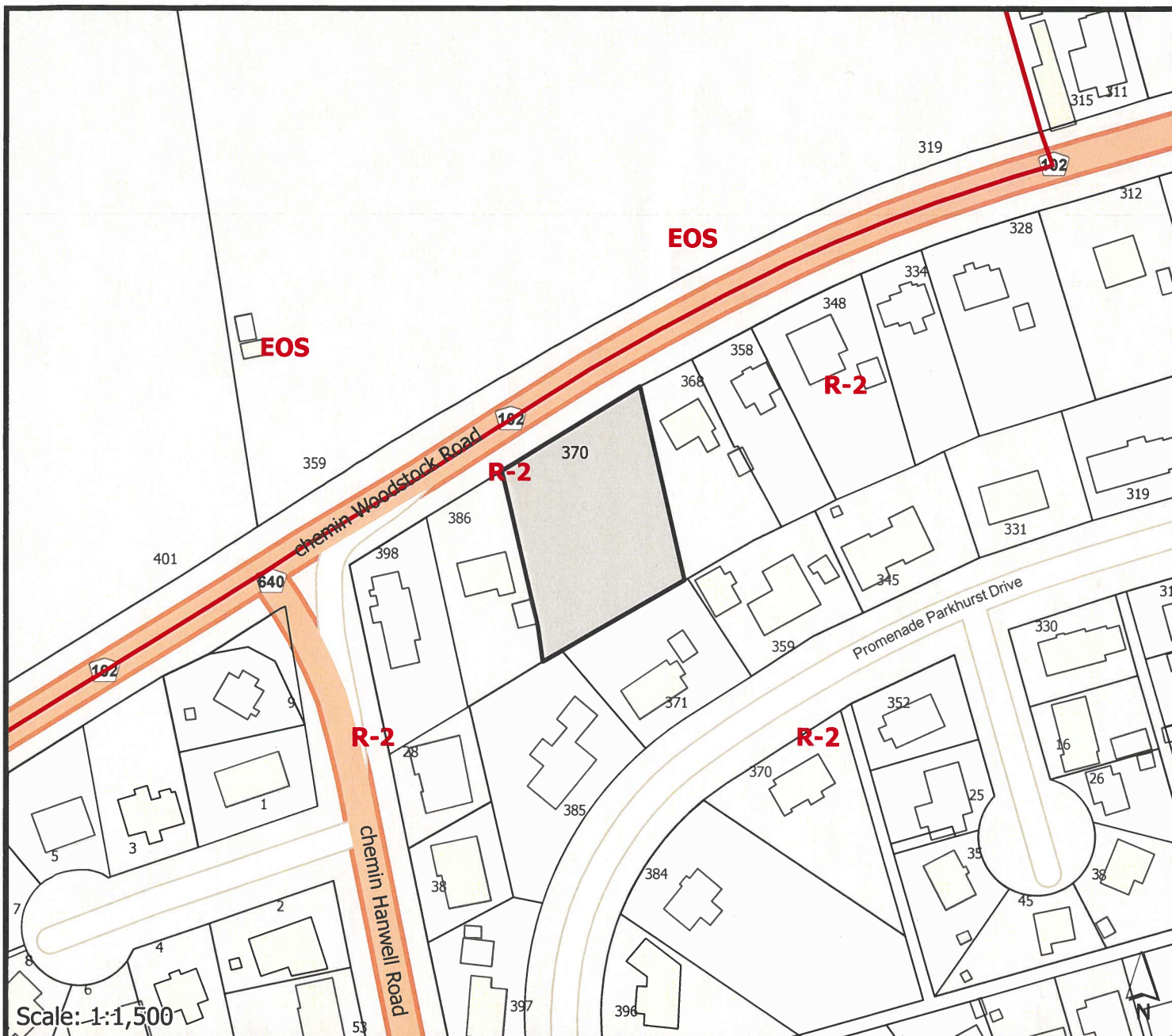


Helen Harris MRTPI, AssocRICS
Planner, Community Planning

Approved by:



Marcello Battilana, RPP, MCIP
Assistant Director, Planning & Development



 Subject Property / Propriété Visé

Rezoning from R-2 to R-3. Lot frontage variances.
Tentative plan of subdivision to permit two semi-detached building lots.

Rezonage de R-2 à R-3. Dérogation à la règle de façade du lot. Plan provisoire de lotissement permettant l'aménagement de deux lots à bâtir jumelés.

Fredericton

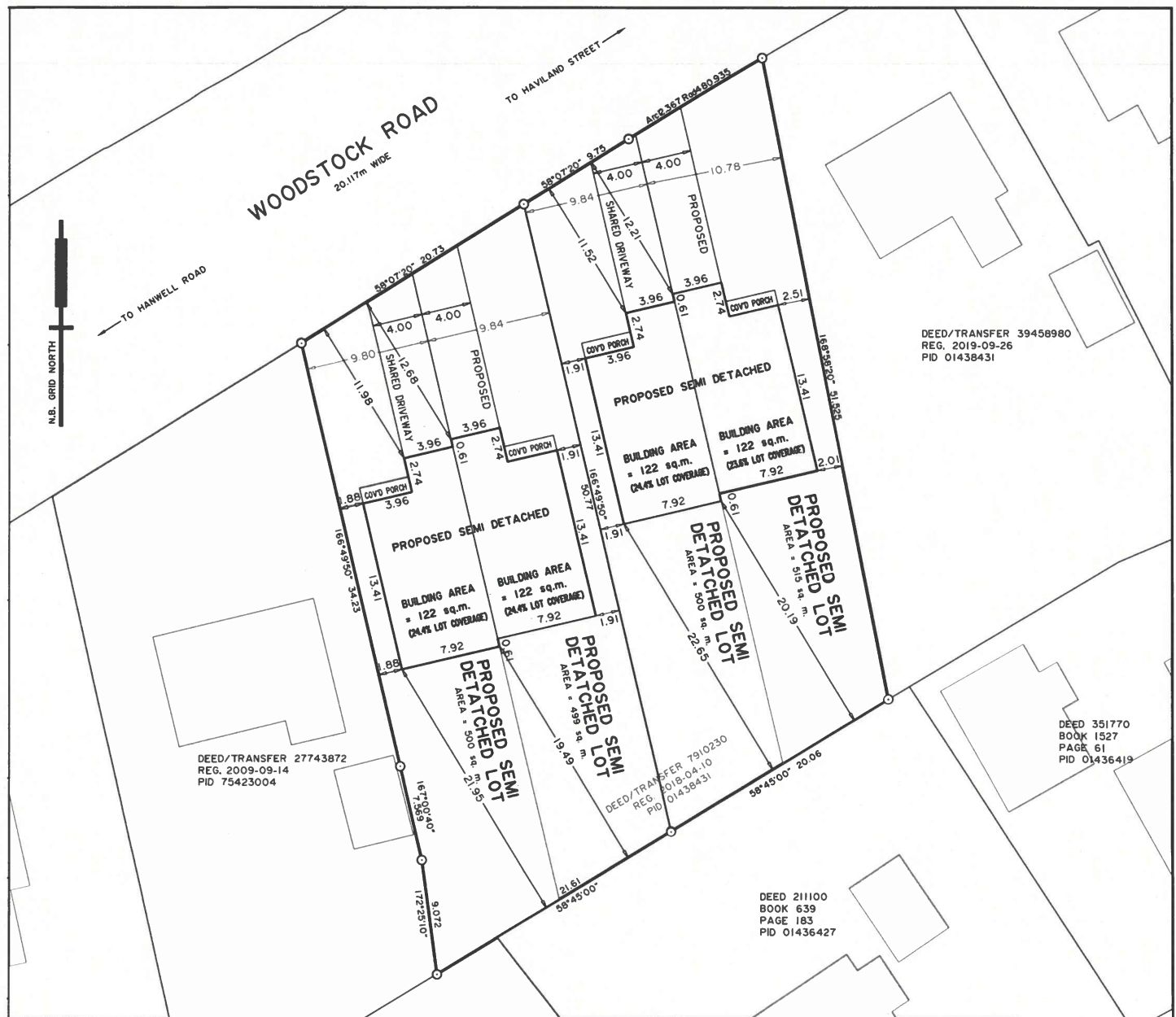
Community Planning
Planification urbaine

Map \ carte # I

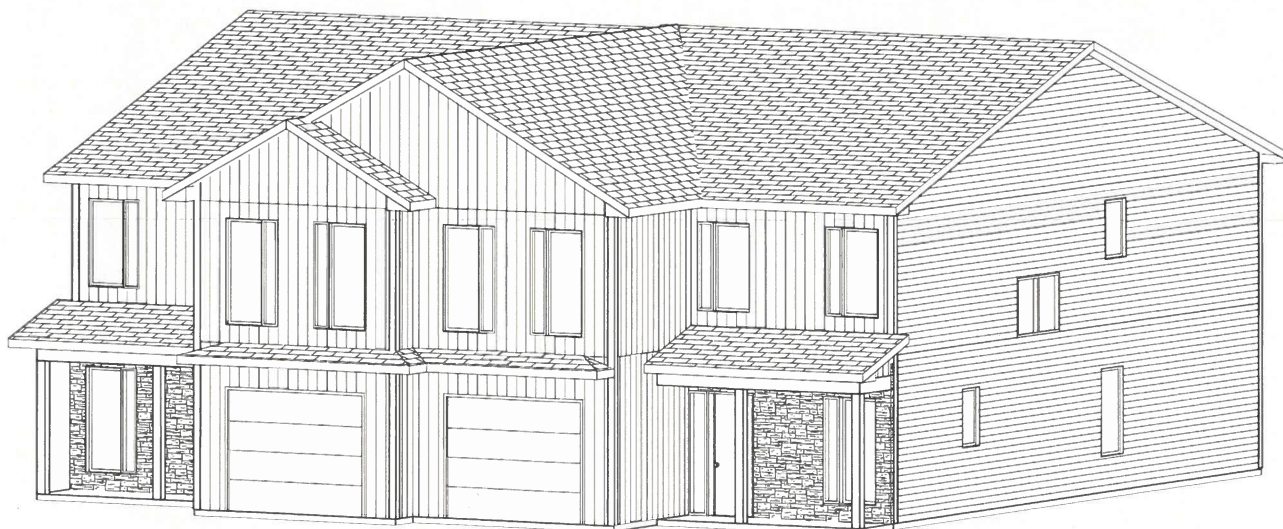
File \ fiche: PR-13-2025

Date \ date: mars \ March 19, 2025

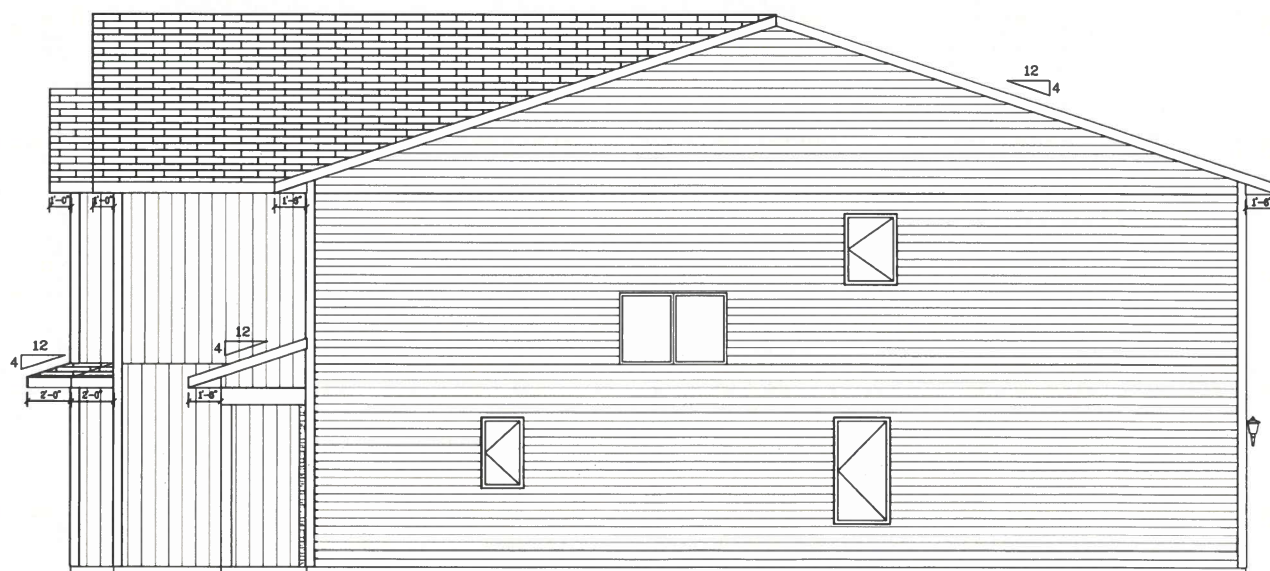
Subject \ sujet: chemin 378 Woodstock Road,
710861 NB Inc.
c/o David Davis



Site Plan / Plan Du Site



Facing Woodstock Road (North) / Face à la chemin Woodstock (Nord)



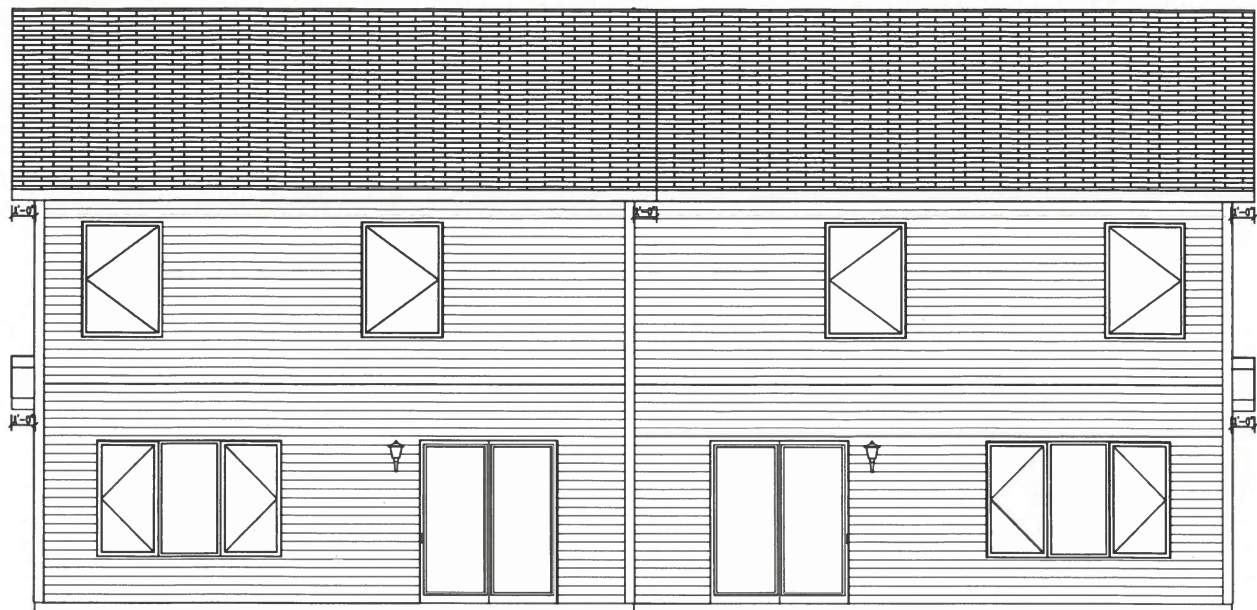
West / Ouest

Elevations / Élévations

Fredericton

Community Planning
Planification urbaine

Map \ carte # III
File \ fiche: PR-13-2025
Date \ date: mars \ March 19, 2025
Subject \ sujet: chemin 378 Woodstock Road
710861 NB Inc.
c/o David Davis



South / Sud



East / Est

Elevations / Élévations

Fredericton

Community Planning
Planification urbaine

Map \ carte # IV

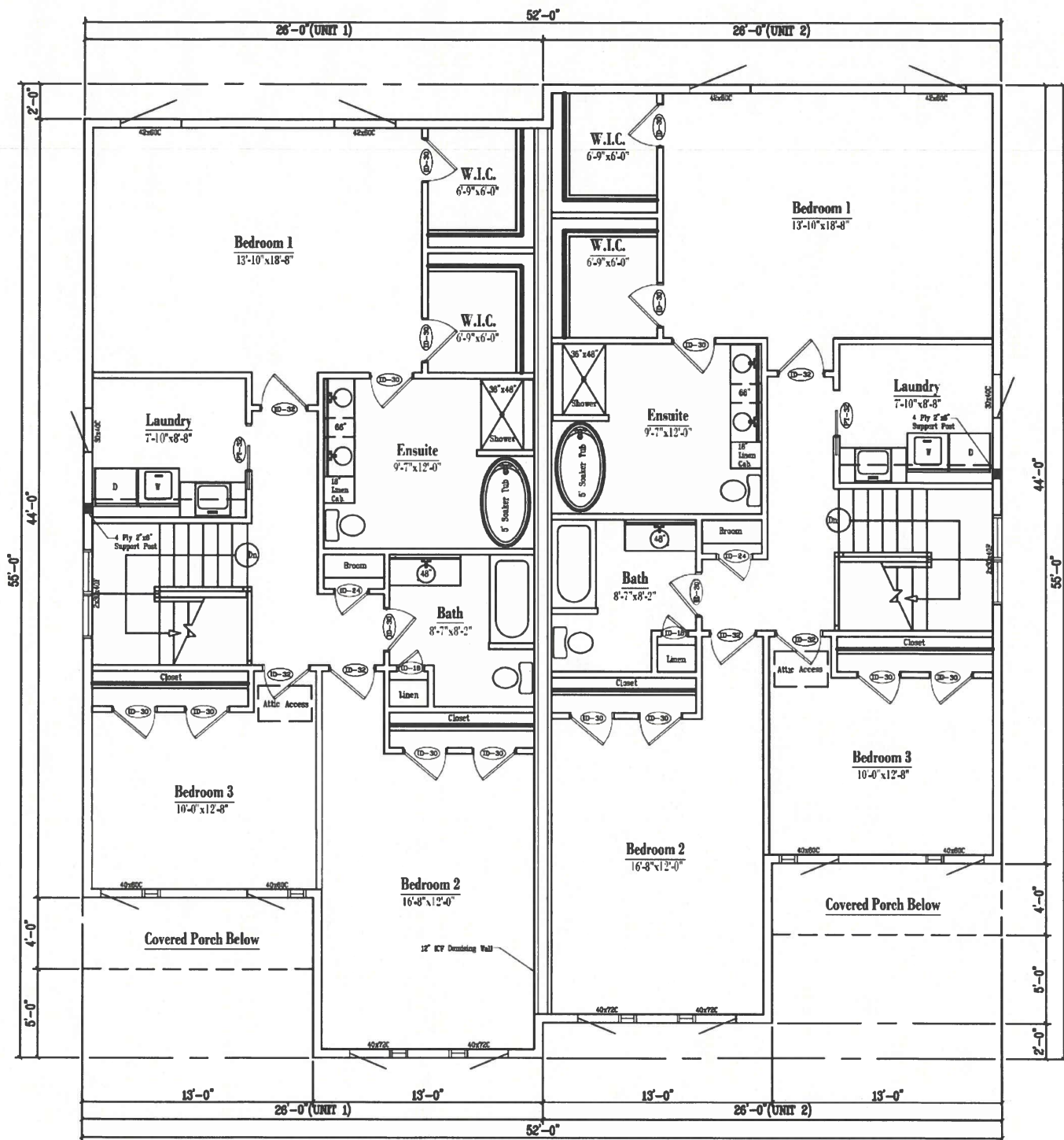
File \ fiche: PR-13-2025

Date \ date: mars \ March 19, 2025

Subject \ sujet: chemin 378 Woodstock Road

710861 NB Inc.

c/o David Davis



Second Floor / Deuxième étage

Floor Plans / Plans d'étage

Fredericton

Community Planning
Planification urbaine

Map \ carte # VI

File \ fiche: PR-13-2025

Date \ date: mars \ March 19, 2025

Subject \ sujet: chemin 378 Woodstock Road
710861 NB Inc.
c/o David Davis

TERMS AND CONDITIONS

710861 NB INC.
378 WOODSTOCK ROAD

The following terms and conditions are recommended under Section 59(1) of the *Community Planning Act*.

- a. Access, servicing, lot grading and stormwater management plans are to be to the satisfaction of the Director of Engineering & Operations. The site be developed generally in accordance with Map II attached to P.R. 13/25, to the satisfaction of the Development Officer;
- b. Final building design be generally in accordance with Maps III and IV, including a variety of building materials and colours to reduce a monotonous design, including a varied roofline to the second building, to the satisfaction of the Development Officer.

CONDITIONS

710861 NB INC.
378, CHEMIN WOODSTOCK

Les conditions suivantes sont recommandées en application du paragraphe 59(1) de la *Loi sur l'urbanisme* :

- a. Concevoir les plans d'accès, de viabilisation, de nivellement et de gestion des eaux pluviales à la satisfaction du directeur – Ingénierie et Opérations; Aménager le site de manière essentiellement conforme au plan II, joint au rapport d'urbanisme 13/25, à la satisfaction de l'agent d'aménagement.
- b. Rendre la conception finale des bâtiments essentiellement conforme aux plans III et IV, notamment en ce qui concerne la diversité des matériaux de construction et des couleurs afin de réduire la monotonie du style, y compris la diversité de la ligne de toit du deuxième immeuble, à la satisfaction de l'agent d'aménagement.



Marcello Battilana

Assistant Director / Directeur adjoint

Planning and Development / Service de l'urbanisme et de l'aménagement

From: Planning & Development, Community Planning

Date: April 22, 2025

Title: By-law No. Z-5.342 – 160 Two Nations Crossing (PID 75436899) – Pattison Outdoor Advertising (c/o Brad Miller), Zoning Amendment

Description: By-law No. Z-5.342, A By-law to Amend By-law No. Z-5, A Zoning By-law for the City of Fredericton, Adoption of Terms & Conditions, Reading by Summary, Third Reading of By-law No. Z-5.342, by title

FOR CITY COUNCIL ON APRIL 28, 2025:

- Motion to impose terms and conditions
- Motion to read the by-law by summary
- Reading of By-law No. Z-5.342, by summary and third reading by title

Additional Information

The purpose of proposed By-law No. Z-5.342 is to amend Section 6.3(4)(a)(x) of Zoning By-law Z-5 to permit the installation of an electronic billboard with third-party advertising on property located at 160 Two Nations Crossing (Rubber Duck Car Wash).

↪ City Council Meeting – February 24, 2025

- City Council adopted a resolution referring the application to PAC, authorizing Section 111 advertising, preparation of a by-law to amend By-law No. Z-5 and set the date for consideration of objections/support to the proposed by-law.

↪ Planning Advisory Committee Meeting – March 19, 2025

- Staff recommended denial.
- PAC recommended denial (*no written letters of support/objection received at PAC*)

↪ City Council Meeting – April 14, 2025

- Receipt of the Planning Advisory Committee Report
- Hearing of Objections/Support (*no letters of objection/support received by the City Clerk's office*)
- First Reading of By-law No. Z-5.342, by title
- Second Reading of By-law No. Z-5.342, by title

RECOMMENDATION:

It is recommended that the following resolutions be considered by City Council:

BE IT RESOLVED THAT with respect to an application submitted by Pattison Outdoor Advertising to amend Section 6.3(4)(a)(x) of Zoning By-law Z-5, to permit the installation of an electronic billboard with third-party advertising at 160 Two Nations Crossing as outlined in proposed By-law No. Z-5.342, the Council of the City of Fredericton, pursuant to Section 59(1) of the Community Planning Act hereby imposes the attached terms and conditions.

BE IT RESOLVED THAT the Council of the City of Fredericton hereby authorizes that By-law No. Z-5.342, A By-law to amend By-law No. Z-5, A Zoning By-law for the City of Fredericton, be read by summary pursuant to Section 15(4) of the *Local Governance Act*.

WHEREAS municipalities may make by-laws pursuant to the *Local Governance Act* and the *Community Planning Act*; and City Council has authorized the reading of By-law No. Z-5.342, by summary;

BE IT RESOLVED THAT the Council of the City of Fredericton hereby reads a summary of the by-law as follows: The purpose of proposed By-law No. Z-5.342 is to amend By-law No. Z-5, A Zoning By-law for the City of Fredericton, Section 6.3(4)(a)(x) in order to permit the installation of an electronic billboard with third-party advertising on property located at 160 Two Nations Crossing; and **THAT** the said by-law be given third reading by title.

Prepared by: Alicia Brown, Planning & Development Application Specialist, Community Planning

Approved by: Ken Forrest, MCIP RPP, Director of Planning & Development

CITY OF FREDERICTON
BY-LAW NO. Z-5.342

**A BY-LAW TO AMEND BY-LAW NO. Z-5,
A ZONING BY-LAW FOR THE CITY OF
FREDERICTON**

WHEREAS the Council of the City of Fredericton deems it desirable to amend By-law No. Z-5 as hereinafter provided.

THEREFORE THE COUNCIL OF THE CITY OF FREDERICTON ENACTS AS FOLLOWS:

1. Notwithstanding Section 6.3(4)(a)(x) of By-law No. Z-5, A Zoning By-law for The City of Fredericton, the installation of an electronic billboard with third-party advertising at 160 Two Nations Crossing is permitted.

Read a first time this 14 day of April 2025.

Read a second time this 14 day of April 2025.

Read a third time and finally passed this 28 day of April 2025.

Kate Rogers,
Mayor/mairesse

VILLE DE FREDERICTON
ARRÊTÉ N° Z-5.342

**ARRÊTÉ MODIFIANT L'ARRÊTÉ
N° Z-5 RELATIF AU ZONAGE DE THE CITY
OF FREDERICTON**

ATTENDU QUE le conseil municipal de la Ville de Fredericton estime souhaitable de modifier l'arrêté n° Z-5, ainsi qu'il est prévu ci-après.

PAR CES MOTIFS, LE CONSEIL MUNICIPAL DE LA VILLE DE FREDERICTON ÉDICTE CE QUI SUIT :

1. Nonobstant l'alinéa 6.3(4)(a)(x) de l'arrêté n° Z-5, relatif au zonage de The City of Fredericton, une publicité par un tiers sur une enseigne située au 160, passage Two Nations est autorisée.

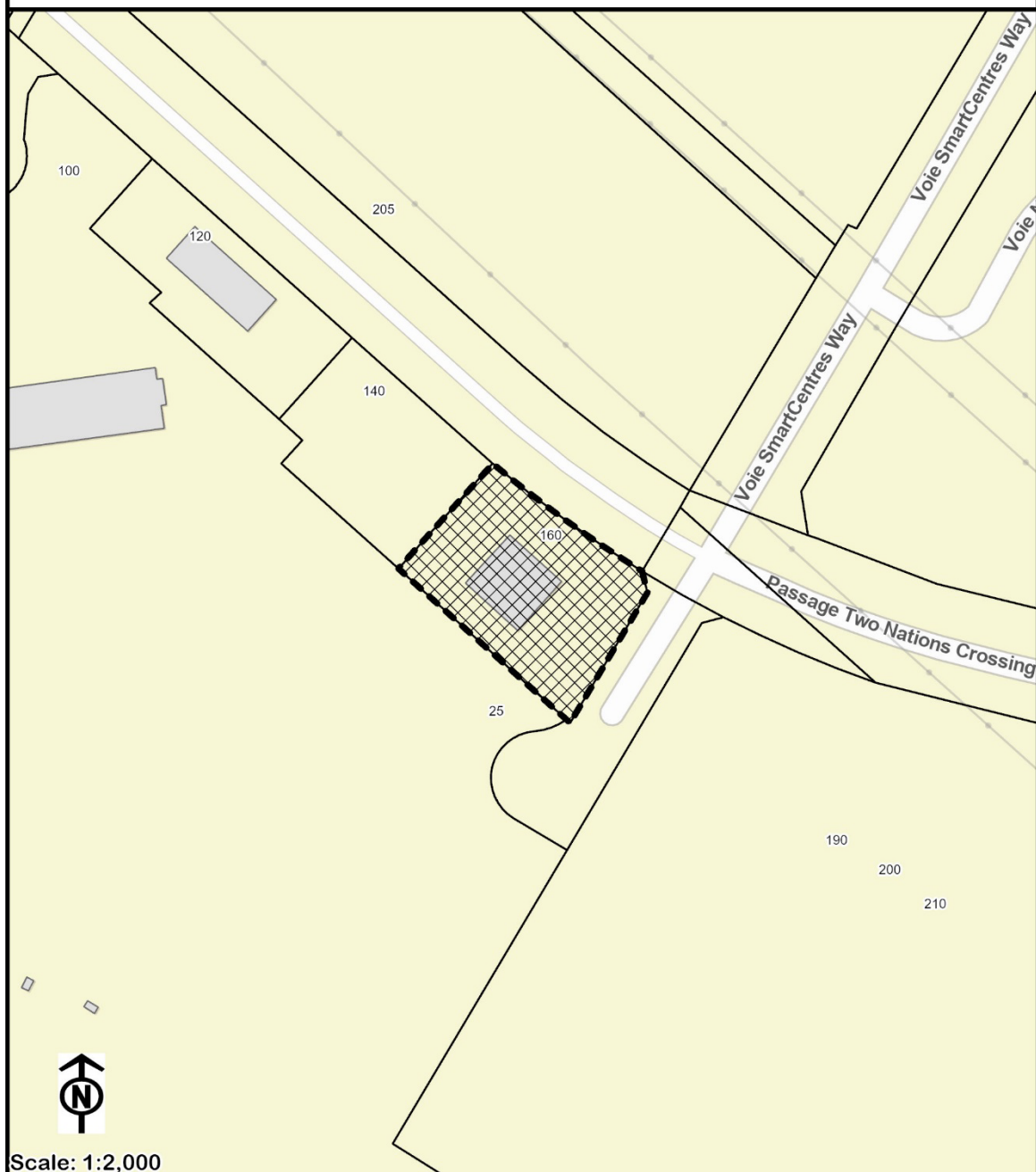
Passé en première lecture ce 14 avril 2025.

Passé en deuxième lecture ce 14 avril 2025.

Passé en troisième lecture et définitivement adopté ce 28 avril 2025.

Jennifer Lawson,
City Clerk/secrétaire municipale

SCHEDULE "11" / ANNEXE «11»
By-Law No. Z-5.342 / Arrêté n° Z-5.342



Scale: 1:2,000



Subject Property / Propriete Visé

Kate Rogers
Mayor/maireesse

Jennifer Lawson
City Clerk /secrétaire municipale



**REPORT OF PLANNING ADVISORY
COMMITTEE**

For City Council – April 14, 2025

From: Elizabeth Murray, Secretary, Planning Advisory Committee

Date: Thursday, March 20, 2025

Title: 160 Two Nations Crossing Z.docx

Description: Amendment to Section 6 of Zoning By-law Z-5 to permit one electronic billboard with third-party signage

The Planning Advisory Committee, at its meeting held on March 19, 2025, considered an application submitted by Pattison Outdoor Advertising for an amendment to 6.3(4)(a)(x) of Zoning By-law to permit the installation of one electronic billboard on property located at 160 Two Nations Crossing.

The Committee directed that the following resolution be forwarded to City Council for consideration:

BE IT RESOLVED THAT the Council of the City of Fredericton hereby receives the Report of the Planning Advisory Committee, dated March 20, 2025, recommending denial of an application submitted by Pattison Outdoor Advertising for an amendment to 6.3(4)(a)(x) of Zoning By-law to permit the installation of one electronic billboard on property located at 160 Two Nations Crossing.

Yours truly,

Elizabeth Murray
Secretary, Planning Advisory Committee

Cc: Pattison Outdoor Advertising, c/o Brad Miller, 240 Jennett Avenue, Suite 100,
Dartmouth, NS, B3B 0G9
Rubber Duck Car Wash Ltd., c/o Patrick Downe, 20 E Lewis Street, Oromocto, NB,
E2V 2X5

To: Planning Advisory Committee

From: Melisa Tang Choy, Planner

Proposal: Amendment to Section 6 of Zoning By-law Z-5 to permit one electronic billboard with third-party signage

Property: **160 Two Nations Crossing (PID 75436899)**

OWNER: Rubber Duck Car Wash Ltd. (c/o Patrick Downe)
20 E Lewis Street
Oromocto, NB E2V 2X5

APPLICANT: Pattison Outdoor Advertising (c/o Brad Miller)
240 Jennett Avenue, Suite 100
Dartmouth, NS B3B 0G9

SITE INFORMATION:

Location: Southwest corner of Two Nations Crossing and Depot Court

Context: Commercial corridor along Two Nations Crossing, 12 Neighbours Community to the northeast, vehicle servicing business to the west, St. Mary's First Nation to the east, City of Fredericton Northside Operations Centre to the south

Ward No: 4

Municipal Plan: Commercial Centres & Corridors

Zoning: Commercial Corridor Zone Two (COR-2)

Existing Land Use: Car wash business

Previous Applications: N/A

EXECUTIVE SUMMARY:

Pattison Outdoor Advertising is proposing to install an electronic billboard on property located at 160 Two Nations Crossing. Advertisements on the billboard would change automatically and would be played on a loop. The Applicant is proposing to use the billboard to advertise the on-site car wash business, as well as to lease the remainder of the advertisement space to other off-site commercial partners. Section 6 of Zoning By-law does not permit third-party signage, including billboards, and thus requires a zone amendment.

Staff have significant concerns about the proposed billboard, its impact on the streetscape and the precedent it would set for the City. Staff recommend that the proposal be denied.

APPLICATION:

Pattison Outdoor Advertising, on behalf of Rubber Duck Car Wash, has made application to amend 6.3(4)(a)(x) of Zoning By-law Z-5 to permit the installation of an electronic billboard with third-party signage in the Commercial Corridor Zone Two (COR-2) on property located at 160 Two Nations Crossing.

PLANNING COMMENTS:

Proposal:

- The Applicant is proposing to install an electronic billboard with third-party signage on property located at 160 Two Nations Crossing. Space on the billboard would be allocated to the on-site car wash business, as well as to other commercial partners that are not located on the subject property. The Applicant has indicated that the advertisements would be played on a loop, and that these would be static images, with no scrolling images or videos displayed. However, third party signage, including billboards, is not permitted under the signage by-law and requires a zone amendment.
- The current freestanding sign on the northeast corner of the subject property (closer to the intersection of Two Nations Crossing and Depot Court) would be removed and replaced with the proposed billboard on the northeast corner of the property. As shown on Map II, the proposed billboard would be set back 2 metres from the property lines. The total height of the sign would be 5.94 metres, and the sign face area would measure 9.07 m² (see Map III). The Applicant has indicated that the proposed sign would be similar to their electronic billboard located in Corner Brook, Newfoundland and Labrador.

Municipal Plan:

- The subject property is designated Commercial Centres and Corridors in the *Municipal Plan*. While the land-use designation recognizes that the area will accommodate significant vehicle movement, the specific area is intended to develop and evolve over time with more emphasis on a greater mix of land uses, including Workforce Housing, which promotes residential intensification along commercial corridors. This can then lead to enhancements to the public realm, active transportation and public transit.
- Additionally, subsection 3.9.1(13)(iv) of the Municipal Plan regarding complete streets highlights adequate sign control as an element to achieving a streetscape that is designed to support walking and enhancing the public realm.

Zoning By-law:

- As billboards are a type of prohibited sign under Section 6 of the Zoning By-law, there are no specific standards for them. In order to evaluate the scale of the proposed billboard, the standards for freestanding signs are used on the table below for comparison, as they are defined as “any sign supported independently of a building and permanently fixed to the ground by posts or a monument style base”.
- The proposal meets the standards for freestanding signs in the COR-2 zone as follows:

Standard	Required	Proposed	Variance
Sign height (max, ground to top)	11 m	5.94 m	N/A
Sign area	10 m ²	9.07 m ²	N/A
2 parallel sign faces	Yes	Yes	N/A
Setback from property lines	2 m	2 m	N/A

- The sign standards are in place to ensure that signs neither overwhelm their immediate environment (neighbouring signs) or become a hazard to road users and pedestrians. Staff have worked with the Applicant to ensure that the dimensions of the proposed sign meet the standards for freestanding signs in the COR-2 zone, and the table above shows that the proposed billboard would meet the aforementioned standards.

Advertising

- The applicant is proposing to use the billboard to advertise the business onsite, as well as other businesses that are not located on the subject property.
- Section 6.3(4)(a) of *Zoning By-law Z-5* outlines prohibited signs in the City. This includes Third Party Signage, which are defined as “a sign which identifies, advertises, promotes or directs attention to businesses, goods, services, matters, or activities that are not available on the lot where the sign is located.” More specifically, Billboards are defined as:
“A sign which displays third party advertising upon which advertising copy can be displayed as tri-vision sign copy, or is pasted, glued, painted or otherwise fastened to permit its periodic replacement and includes poster panels and painted structures.”
- The intent of this provision in the Zoning By-law is to ensure signage advertises only uses happening on the subject property where the sign is located and to limit the proliferation of visual clutter. Staff have significant concerns about the proposal for third party signage given the precedent it would set for the City as a whole and this section of Two Nations Crossing. It is Staff’s opinion that adherence to the existing sign regulations is necessary to ensure a transition to an enhanced public realm.

- The City's Zoning By-laws have prohibited the erection of new off-site signage, including billboards, since the 1970s. While Staff are contacted regularly with inquiries regarding billboards within the city, Staff have historically not supported applications for third party signage, except in very unique circumstances. For instance, in 2008, Staff supported the erection of the billboard located at 867 Prospect Street, as this was being relocated from the NBEX grounds to a commercial corridor and did not result in an additional billboard in the City. Additionally, there are a selected few examples of third-party signage in the City that are legal non-conforming. The City Motel has a legal non-conforming roof top sign with third party advertising. The sign owners applied for a zone amendment in 2016 for a larger sign and were denied.
- Staff would note that PAC and Council supported an application for a freestanding sign with readerboard with third-party signage on the premises of Centre Communautaire Sainte Anne at 715 Priestman Street. The approval was granted despite Staff's recommendation to deny the application due to the precedent it would set for the City. While Staff had no issues with the community events advertised (30% of the time/space) and recognised their significance for the Francophone community, there were concerns regarding the advertisement for commercial partners (70% of the time/space).
- Additionally, as the proposed sign would change advertisement automatically, this would also fall under the definition of "electronic static copy". Electronic static copy refers to the sign displays that are changed electronically rather than manually. Under Section 6 of the Zoning By-law, this type of display is only permitted for readerboards and not for the signs themselves.
- Consequently, Staff are of the opinion that the proposed billboard does not meet the objectives outlined in the Municipal Plan, nor does it meet the intent of Section 6 of the Zoning By-law. While Staff recognise that advertising serves as an important element to businesses, consideration must also be taken regarding how this might impact the streetscape and the future development of the area. Staff recommend that the application is denied.

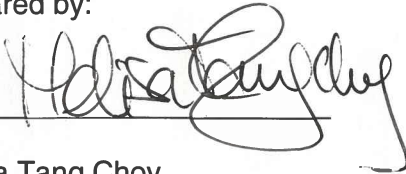
Engineering & Operations

- The City of Fredericton made amendments to the Zoning By-law when digital message signage started to become popular in other jurisdictions. The objective was to mitigate some of the negative impacts that roadside distractions and glare can cause. The concern for safety stems from drivers being distracted by paying attention to information that is not essential to the task of driving. This can in some instances be a contributing factor to collisions. In addition, the light emitted from digital message signage can have an effect on drivers' ability to see at night due to glare and changes in ambient light levels. Specific to this site, bright digital signage would stand out and be particularly demanding of a driver's attention given the relatively uncluttered and open nature of the Two Nations Crossing corridor.

RECOMMENDATION:

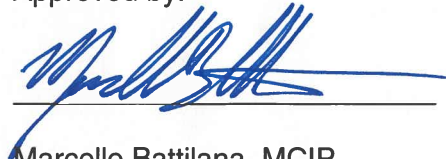
It is recommended that the application submitted by Pattison Outdoor Advertising for an amendment to 6.3(4)(a)(x) of Zoning By-law to permit the installation of one electronic billboard on property located at 160 Two Nations Crossing be denied.

Prepared by:

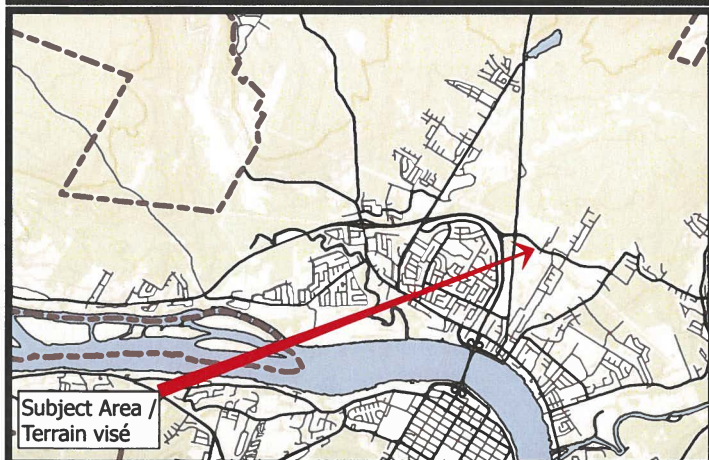
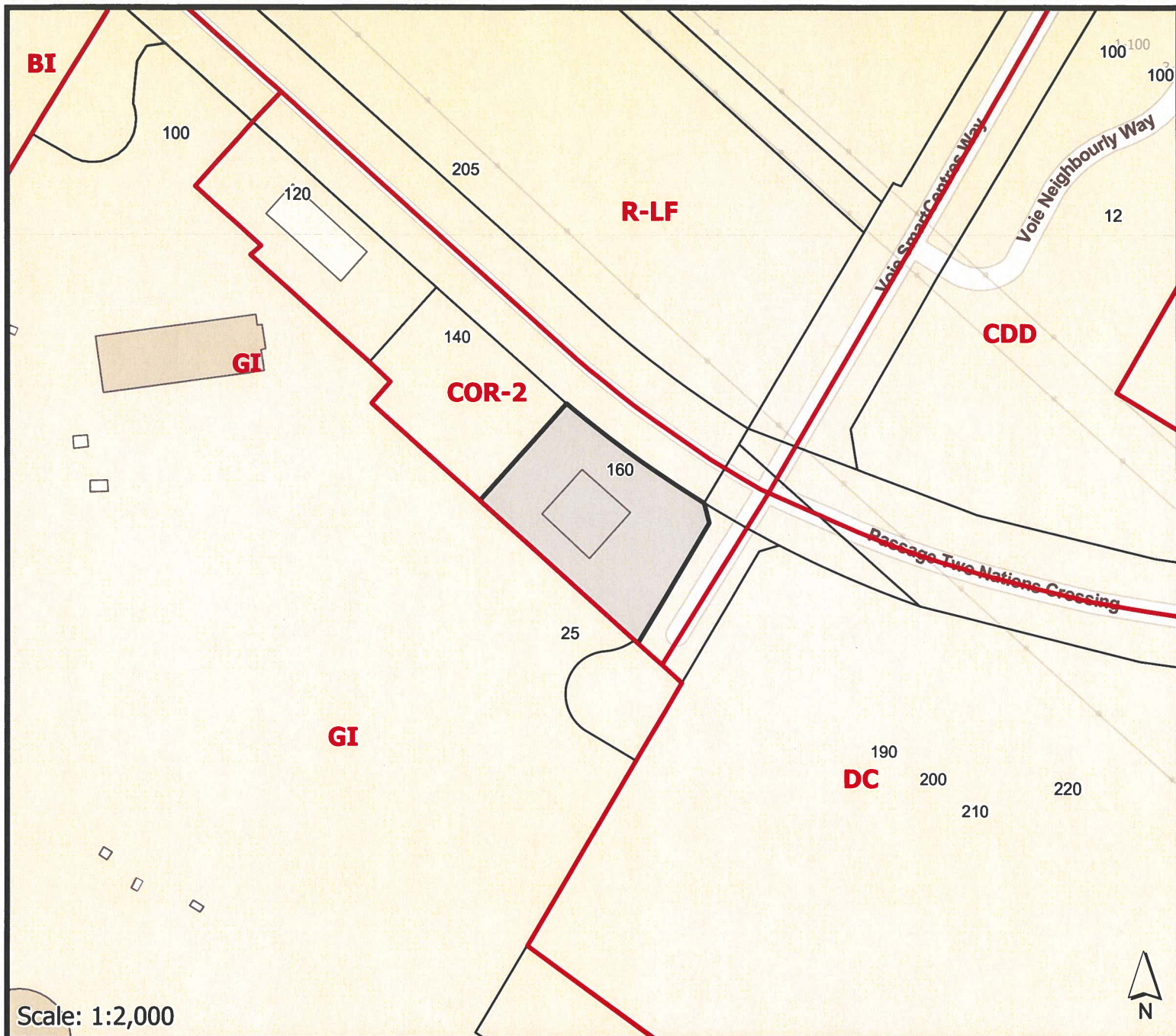
A handwritten signature in black ink, appearing to read 'Melisa Tang Choy', written over a horizontal line.


Melisa Tang Choy
Planner, Community Planning

Approved by:

A handwritten signature in blue ink, appearing to read 'Marcello Battilana', written over a horizontal line.

Marcello Battilana, MCIP
Assistant Director, Planning & Development



 Subject Property / Propriété Visé

Amendment to section 6 of Zoning By-law Z-5 to permit one electronic billboard sign (off-site signage) in the COR-2 zone.

Modification de l'article 6 de l'arrêté de zonage Z-5 afin de permettre l'installation d'un panneau d'affichage électronique avec publicité de tiers (affichage hors site) dans la zone COR-2.

Fredericton

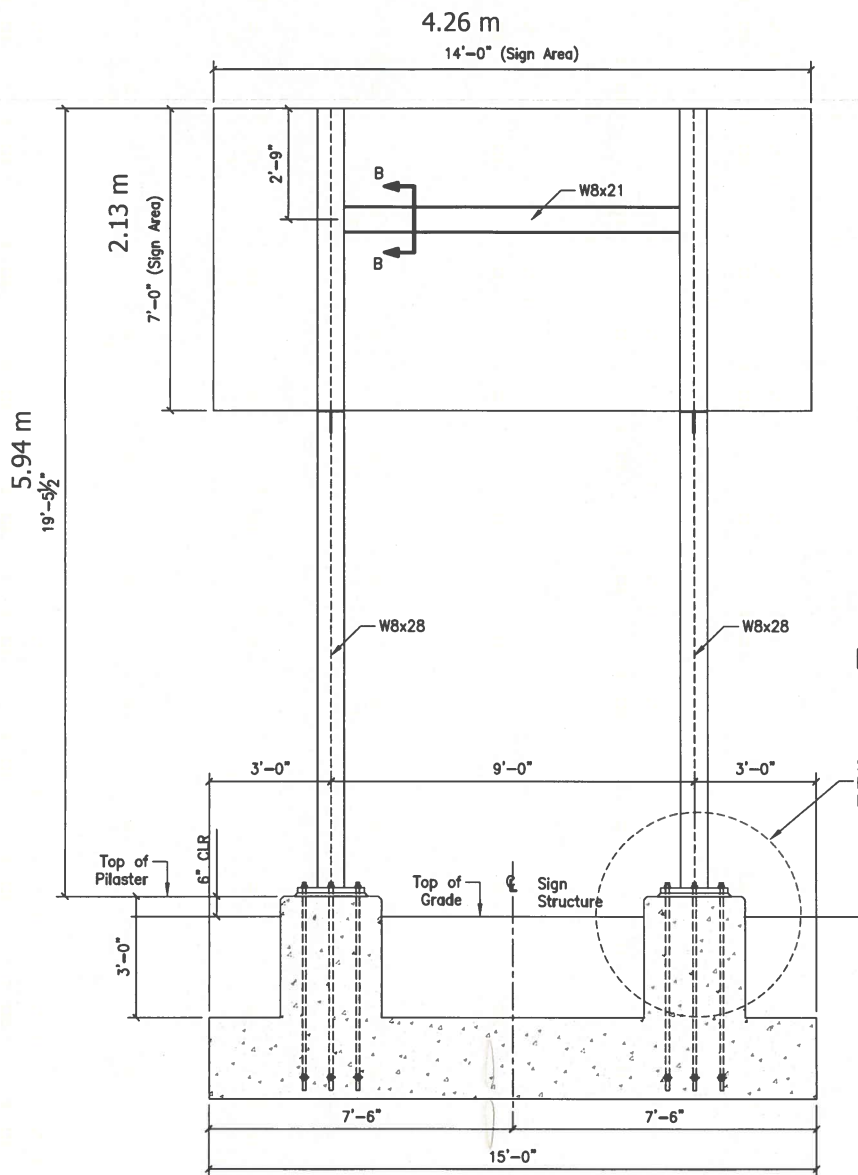
Community Planning
Planification urbaine

Map \ carte # I

File \ fiche: PR-17-2025

Date \ date: mars \ March 19, 2025

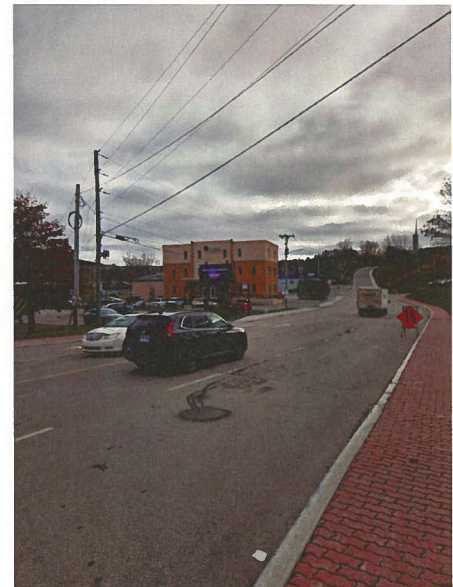
Subject \ sujet: Passage 160 Two Nations Crossing
Pattison Outdoor Advertising
(c/o Brad Miller)



Elevation view of digital sign face / Vue en élévation de la face du panneau



Existing Corner Brook Example 1 / Exemple existant de Corner Brook 1



Existing Corner Brook Example 2 / Exemple existant de Corner Brook 2

Elevations / Élévations

Fredericton

Community Planning
Planification urbaine

Map \ carte # III

File \ fiche: PR-17-2025

Date \ date: mars \ March 19, 2025

Subject \ sujet: Passage 160 Two Nations Crossing
Pattison Outdoor Advertising
(c/o Brad Miller)

TERMS AND CONDITIONS

PATTISON OUTDOOR ADVERTISING 160 TWO NATIONS CROSSING

The following terms and conditions are recommended under Section 59(1) of the *Community Planning Act*:

- a) The site be developed generally in accordance with Maps II and III attached to Planning Report PR 17/25 to the satisfaction of the Development Officer;
- b) No portion of the sign may project over the public right-of-way;
- c) All ads shall be static images and no portion of the ads displayed shall contain animations;
- d) The duration of each ad shall not be less than 10 seconds;
- e) The transition between ads shall not be less than 1 second;
- f) The ad transition shall be limited to scrolling or fading in or out, and shall not involve any visible effects including but not limited to action, motion, dissolving, blinking, intermittent or flashing light, or the illusion of such effects;
- g) A sign permit is obtained prior to the installation of the sign; and,
- h) A traffic assessment shall be completed by the proponent and be completed by a qualified professional engineer to determine if the proposed sign location meets national road safety guidelines. The assessment shall be completed to the satisfaction of the Director of Engineering and Operations and include, but not limited to:
 - a. The assessment shall consider the recommended guidelines within Transportation Association of Canada's (TAC) Digital and Projected Advertising Displays: Regulatory and Road Safety Assessment Guidelines (2015).

CONDITIONS

PATTISON OUTDOOR ADVERTISING 160, TWO NATIONS CROSSING

Les conditions suivantes sont recommandées en application du paragraphe 59 (1) de la *Loi sur l'urbanisme* :

- a) Concevoir le site de façon essentiellement conforme aux plans II et III, joints au rapport d'urbanisme PR 17/25, à la satisfaction de l'agent d'aménagement.
- b) Veiller à ce qu'aucune portion de l'enseigne ne dépasse sur le domaine public.
- c) Faire en sorte que toutes les publicités soient des images statiques et qu'aucune portion de celles-ci ne contienne d'animations.
- d) S'assurer que la durée de chaque publicité ne soit pas inférieure à 10 secondes.
- e) Garantir que la transition entre les publicités ne soit pas inférieure à 1 seconde.
- f) Limiter la transition des publicités au défilement ou au fondu en entrée ou en sortie, et interdire tout effet visible, notamment d'action, de mouvement, de dissolution, de clignotement, de lumière intermittente ou clignotante, ou l'illusion de tels effets.
- g) Obtenir un permis d'enseigne avant toute installation.
- h) Une évaluation de la circulation doit être effectuée par le promoteur et par un ingénieur professionnel qualifié afin de déterminer si l'emplacement de l'enseigne proposée respecte les lignes directrices nationales en matière de sécurité routière. L'évaluation doit être réalisée à la satisfaction du directeur Ingénierie et Opérations et comprendre, sans s'y limiter, les éléments suivants :
 - a. L'évaluation doit tenir compte des lignes directrices recommandées dans le document *L'affichage numérique et par projection de la publicité : Réglementation et évaluation de la sécurité routière*

- | | |
|---|--|
| <p>b. Due to the proximity of the sign to the signalized intersection, the assessment must determine if the proposed location falls in the restricted area around traffic control devices as outlined in the TAC Guidelines.</p> <p>c. Should deficiencies in the signs location be apparent from the assessment, the proponent shall relocate or make modifications to the sign accordingly.</p> | <p>(2015) de l'Association des transports du Canada (ATC).</p> <p>b. En raison de la proximité de l'enseigne avec l'intersection dotée de signalisation, l'évaluation doit déterminer si l'emplacement proposé fait partie de la zone restreinte autour des dispositifs de contrôle de la circulation, comme indiqué dans les lignes directrices de l'ATC.</p> <p>c. Si l'évaluation révèle des problèmes d'emplacement du panneau, le promoteur devra déplacer ou modifier l'enseigne en conséquence.</p> |
|---|--|



Marcello Battilana

Assistant Director / Directeur adjoint

Planning and Development / Service de l'urbanisme et de l'aménagement

From: Office of the City Clerk

Date: Tuesday, April 15, 2025

Title: Disposal of 95 and 102 DeMerchant Drive

Description:

Council-in-Committee, at its session held on April 14, 2025 considered an administrative report from the Manager of Real Estate which sought Council authorization with respect to the disposition of civics 95 and 102 DeMerchant Drive, known as SNB PIDs 75565689 and 75565820, to Russell Carson (the “Developer”) for the sum of Five Hundred Eighty-Five Thousand Dollars (\$585,000.00) plus any applicable taxes and adjustments, subject to terms and conditions as outlined in the attached draft Agreement of Purchase and Sale.

The city acquired the land which has now been subdivided into separate building lots from the Province in September of 2023. Since that time, the City has developed the land and constructed DeMerchant Drive as well as created the building lots to be used for the provision of housing. The subject lots are approximately 2714 m² and 1426 m² in area and are currently assessed at \$105,000 and \$54,300.00 with respective tax levies of \$1,106.60 and \$572.26 for the 2025 assessment year.

Several other lots along DeMerchant have been transferred to non-profits including Habitat for Humanity and Fredericton Non-Profit Housing Corporation to date.

The developer contacted the Manager of Real Estate to inquire as to whether there were any multi-unit building lots available that would accommodate his proposed use. Their proposal fits well with the overall plan for the area, with a mix of affordable and market housing units being added to the area.

The Developer has provided an outline of their proposed project for the lots which has been reviewed by the Real Estate Manager. As a result, the proposal was brought forward to the Property Management Committee at the March 26, 2025, meeting. As the intended use fits well with the existing lots and the future development in the area, there were no additional comments from the Committee. The Developer intends to construct a housing development that will contain 50% affordable units; the lots would currently support 10 units and 17 units respectively as of right. As the lots are existing and zoned for MR uses, the Developer intends to construct two apartment buildings. As noted in the APS, any future planning requirements will be the responsibility of the Developer upon approval of the transaction (one of the conditions of the sale, along with standard due diligence).

As with other lots in the area which have been transferred to other developers, this transaction would also require an Agreement Re: Use of Land which would allow the City to re-acquire the land should the Developer fail to commence its proposed project within two (2) years of the transaction closing. This will ensure that the land is properly developed to provide affordable housing within a reasonable timeframe. Both the Agreement of Purchase and Sale and the Agreement Re: Land Use have been prepared by staff from the Real Estate department and have been provided to the Developer for review and approval. Further, the agreement indicates that should any housing funding be received from the City, the Developer would enter into Restrictive Covenants similar to those associated with previous Demerchant Street transactions.

Terms of the Agreement of Purchase and Sale include, but are not limited to, the following:

- Purchase Price: \$585,000.00
- Closing date: June 30th or such earlier date as agreed by the parties
- Agreement Re: Land Use: must be executed before closing date.
- Assignment: the purchaser may choose to assign the APS to an affiliated corporate entity or partnership of which they are a Director should they choose to.
- Property is being sold “as is” and is conditional on the Purchaser doing due diligence to confirm land is suitable for its intended use, with due diligence period ending June 15, 2025.
- The Agreement states that the property is for an affordable housing project: “the Vendor has agreed to convey to the Purchaser and the Purchaser has agreed to acquire from the Vendor the Property for the purposes of advancing a housing development, such to include 50% of the units developed on the purchased lots that will be designated as affordable housing based on a recognized affordability criteria used by the Canada Mortgage and Housing Corporation through its CMHC affordability program(s), including the CMHC MLI Select program, and in line with going CMHC rent limits/thresholds (currently \$1,250 per month) (the “Development”);”

The terms of the Agreement Re: Use of Land are consistent with previous agreements for affordable housing and include, but are not limited to the following:

- Development timeline: development must be commenced within 2 years of the closing date
- Reconveyance: should the project not proceed, the City has the option to reacquire the land for the same purchase price.

The Developer has had a chance to review and comment on both documents and is in agreement with their contents. All parties are in agreement that this development would fit the vision of the area and would provide much-needed housing stock.

As noted above, the sale price is above assessed value and closer to market value, recognizing that unlike previous conveyances that were discounted as a result of the

purchaser's corporate non-profit status, the Purchaser is not a nonprofit, therefore market transactions were the objective when negotiating.

The Committee directed that the following resolution be forwarded to City Council for consideration:

BE IT RESOLVED that the Council for the City of Fredericton hereby declares "surplus", authorizes and approves the conveyance of 95 and 102 DeMerchant Drive, known as SNB PIDs 75565689 and 75565820, to Russell Carson for the sum of Five Hundred Eighty-Five Thousand Dollars (\$585,000.00), plus any applicable taxes and adjustments; and authorizes the Mayor and City Clerk to execute any legal documents necessary to facilitate this transaction.

Schedule "A"
The Property



AGREEMENT RE: USE OF LAND

THIS AGREEMENT RE: USE OF LAND made this ____ day of _____, 2025.

BETWEEN:

THE CITY OF FREDERICTON, a municipal corporation by virtue of the *Local Governance Act*, S.N.B. 2017, C. 18, and amendments thereto, having its head office at 397 Queen Street, Fredericton, New Brunswick, E3B 1B5, hereinafter referred to as the "City"

- and -

NAME OF PURCHASING ENTITY, a body corporate having its registered office at _____, hereinafter referred to as the "Developer"

BE IT RECITED AND IT IS AGREED BY THE PARTIES THAT:

1. By a Transfer dated _____, and registered at the Land Registry Office on _____, as number _____, the City conveyed the lands and premises situate at 95 DeMerchant Drive and 102 DeMerchant Drive, Fredericton New Brunswick, designated as Service New Brunswick PIDs 75565689 and 75565820, (the "Development Property") to the Developer.
2. By an Agreement of Purchase and Sale dated _____, wherein the City agreed to convey to the Developer and the Developer agreed to acquire from the City the Development Lands for the purposes of developing housing, such to include 50% affordable housing, (the "Development"), the Developer has agreed to enter into this Agreement Re: Use of Land.

NOW THEREFORE this Agreement Witnesseth that, in consideration of the City agreeing to convey the Development Lands to the Developer and the Developer agreeing to develop the Development upon the Development Lands, the Developer agrees as follows:

1. If, within two (2) years from the date of conveyance, the Developer:
 - a) has not started the Development of the Development Property (as evidenced by issued building permits), or
 - b) determines for any reason not to proceed with the Development of the Development Property and notifies the City in writing of such determination;

the Developer shall reconvey the Development Property to the City for purchase price paid by the Purchaser (the sum of Five Hundred Eighty-Five Thousand Dollars - \$585,000.00),

free and clear of all liens, charges and encumbrances, less the deposit paid. Prior to any reconveyance, the Developer shall, at its sole cost and expense, reinstate the Development Property to its previous condition.

2. If the Developer proceeds with the development of one of the parcels but not the other, the terms of this Agreement shall apply notwithstanding to whichever parcel has not been developed, with an allocated re-purchase price of \$200,000 for PID 75565689 and \$385,000 for PID 75565820, respectively, less the deposit.
3. This Agreement constitutes the entire Agreement between the City and the Developer with respect to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether written or oral. There are no conditions, covenants, agreements, representations, warranties or other provisions, express or implied, collateral, statutory or otherwise, relating to the subject matter hereof except as herein provided.
4. If at any time during the continuance of this Agreement the City or the Developer shall deem it necessary or expedient to make any alterations or additions to this Agreement, they may do so by means of an executed written Agreement between them, which shall be supplemental to and form part of this Agreement.
4. This Agreement and all terms and conditions herein contained shall enure to the benefit of and be binding upon the Developer and the City and their respective successors and assigns.

**SIGNED, SEALED AND
DELIVERED** in the presence of:

THE CITY OF FREDERICTON

Kate Rogers
Mayor

Jennifer Lawson
City Clerk

NAME OF PURCHASING ENTITY

(I/we have authority to bind the corporation)

Form 45

AFFIDAVIT OF CORPORATE EXECUTION
Land Titles Act, S.N.B. 1981, c.L-1.1, s.55

Deponent: Jennifer Lawson
397 Queen Street
Fredericton, NB E3B 1B5

Office Held by Deponent: City Clerk

Corporation: The City of Fredericton

Other Officer Who Executed
the Instrument: Kate Rogers
397 Queen Street
Fredericton, NB E3B 1B5

Office Held by Other Officer
Who Executed the Instrument: Mayor

Place of Execution: Fredericton, New Brunswick

Date of Execution: _____, 2025

I, Jennifer Lawson, make oath and say:

1. That I hold the office specified above in the corporation specified above, and am authorized to make this affidavit and have personal knowledge of the matters hereinafter deposed to;
2. That the attached instrument was executed by me and the other officer specified above, as the officers duly authorized to execute the instrument on behalf of the corporation;
3. That the seal of the corporation was affixed to the instrument by the order of the City Council of the City of Fredericton;
4. That the instrument was executed at the place and on the date specified above; and
5. The City of Fredericton is a municipal corporation and has no share capital.

SWORN TO BEFORE ME at the City)
of Fredericton, in the County of York)
and Province of New Brunswick,)
this ____ day of _____, 2025.)
)

Alexa Donovan)
A Commissioner of Oaths)
My Commission Expires Dec. 31, 2026)

Jennifer Lawson

Form 45

AFFIDAVIT OF CORPORATE EXECUTION
Land Titles Act, S.N.B. 1981, c.L-1.1, s.55

Deponent:

Office Held by Deponent:

Corporation:

Other Officer Who Executed
the Instrument:

Office Held by Other Officer
Who Executed the Instrument:

Place of Execution: Fredericton, New Brunswick

Date of Execution: _____, 2025

I, _____, make oath and say:

1. That I hold the office specified above in the corporation specified above, and am authorized to make this affidavit and have personal knowledge of the matters hereinafter deposed to;
2. That the attached instrument was executed by me and the other officer specified above, as the officers duly authorized to execute the instrument on behalf of the corporation;
3. That the seal of the corporation was affixed to the instrument by the order of the Board of Directors of _____;
4. That the instrument was executed at the place and on the date specified above; and
5. That the ownership of a share of the corporation does not entitle the owner thereof to occupy the parcel described in the attached instrument as a martial home.

SWORN TO BEFORE ME at the City)
of Fredericton, in the County of York)
and Province of New Brunswick,)
this ____ day of _____, 2025.)

_____)

A Commissioner of Oaths)

_____)