



**City of Saint John  
Common Council Meeting  
AGENDA**

Monday, April 20, 2026

6:00 pm

2nd Floor Common Council Chamber, City Hall

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- 11. Submissions by Council Members
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- 13. Committee Reports
- 14. Consideration of Issues Separated from Consent Agenda
- 15. General Correspondence
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- 18. Adjournment



**City of Saint John  
Common Council Meeting  
Monday, April 20, 2026**

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**Committee of the Whole**

**1. Call to Order**

Each of the following items, either in whole or in part, is able to be discussed in private pursuant to the provisions of subsection 68(1) of the Local Governance Act and Council / Committee will make a decision(s) in that respect in Open Session:

**4:30 p.m., 2<sup>nd</sup> Floor Boardroom, City Hall**

- 1.1 Approval of Minutes 68(1)
- 1.2 Land Matter 68(1)(d)
- 1.3 Land Matter 68(1)(d)
- 1.4 Land Matter 68(1)(d)
- 1.5 Financial Matter 68(1)(c)
- 1.6 Labour Matter 68(1)(j)
- 1.7 Legal Matter 68(1)(f)
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- 1.9 Legal Matter 68(1)(f)
- 1.10 Financial Matter 68(1)(c)



The City of Saint John

MINUTES – REGULAR MEETING  
COMMON COUNCIL OF THE CITY OF SAINT JOHN  
APRIL 7, 2026, AT 6:00 PM  
2<sup>ND</sup> FLOOR COMMON COUNCIL CHAMBER, CITY HALL

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Present: Mayor Donna Noade Reardon  
Deputy Mayor John MacKenzie  
Councillor-at-Large Gary Sullivan  
Councillor Ward 1 Greg Norton  
Councillor Ward 1 Joanna Killen (virtual attendance)  
Councillor Ward 2 Barry Ogden  
Councillor Ward 3 Gerry Lowe  
Councillor Ward 3 Mariah Darling  
Councillor Ward 4 Paula Radwan  
Councillor Ward 4 Greg Stewart

Absent: Councillor-at-Large Brent Harris

Also Present: Chief Administrative Officer I. Fogan  
General Counsel M. Tompkins  
Fire Chief R. Nichol  
Commissioner Public Works and Transportation M. Hugenholtz  
Commissioner Growth and Community Services A. Poffenroth  
Director External Relations L. Kennedy  
Director Financial Services J. Forgie  
Director Safety and Transformation K. Shannon  
City Clerk J. Taylor  
Deputy City Clerk A. McLennan

**1. Call to Order**

1.1 Land Acknowledgement

Councillor Darling read aloud the Land Acknowledgement and called for a moment of reflection.

“The City of Saint John/Menaquesk is situated is the traditional territory of the Wolastoqiyik/Maliseet. The Wolastoqiyik/Maliseet along with their Indigenous Neighbours, the Mi’Kmaq/Mi’kmaq and Passamaquoddy/Peskotomuhkati signed Peace and Friendship Treaties with the British Crown in the 1700s that protected their rights to lands and resources.”

1.2 National Anthem

**2. Approval of Minutes**

2.1 Minutes of March 23, 2026

Moved by Deputy Mayor MacKenzie, seconded by Councillor Darling:  
RESOLVED that the minutes of March 23, 2026, be approved.

MOTION CARRIED.

**3. Approval of Agenda**

Moved by Councillor Darling, seconded by Councillor Sullivan:  
RESOLVED that the agenda of April 7, 2026, with the addition of item 17.1 New Lease Bite and Smile City Market, be approved.

MOTION CARRIED.

**4. Disclosures of Conflict of Interest**

No disclosures were declared.

**5. Consent Agenda**

5.1 RESOLVED that as recommended in the submitted report *M&C 2026-065: Tender for Asphaltic Concrete Mixes*, Common Council award the seasonal tender for the supply of asphaltic concrete mixes as follows:

- Pre-Construction Season (Start date, to May 4th, 2026) - NRB Construction Company Ltd.
- Construction Season (May 5th, to November 7th, 2026) - NRB Construction Company Ltd.
- Post Construction Season (November 8th, to plant close, 2026) - NRB Construction Company Ltd.

5.2 RESOLVED that as recommended in the submitted report *M&C 2026-068: Contract No. 2026-10 Asphalt Resurfacing 2026* the contract be awarded to the low tenderer, Debly Enterprises Ltd., at their tendered price of \$6,655,941.83 (including HST) as calculated based upon estimated quantities, and further that the Mayor and City Clerk be authorized to execute the necessary contract documents.

5.3 RESOLVED that as recommended in the submitted report *M&C 2026-077: Contract 2025-19 - Fallsview Avenue - Harbour Passage Extension*, the contract be awarded to the low tenderer, Galbraith Construction Ltd., at their tendered price of \$1,835,308.00 (including HST) as calculated based on estimated quantities, and further that the Mayor and City Clerk be authorized to execute the necessary contract documents.

5.4 RESOLVED that as recommended in the submitted report *M&C 2026-071: Adobe Licenses Renewal 2026-2029*, the City accepts the Terms and Conditions provided by Softchoice to renew the City's Adobe licenses as outlined in the form attached to this M&C 2026-071; and that the Mayor and City Clerk be authorized to execute the documents necessary for the transaction.

5.5 RESOLVED that as recommended in the submitted report *M&C 2026-074: Community Development Fund Agreement - Union Street Pedway Tunnel - Foundation Repairs*, the City enter into an Agreement with the Regional Development Corporation (RDC) for funding under the Province of New Brunswick Community Development Fund for the following project: Union Street Pedway Tunnel - Foundation Repairs , Project No. 18,375, in the form and upon the terms and conditions as submitted; and that the Mayor and City Clerk be authorized to execute the said Agreement effective March 31, 2026.

5.6 RESOLVED that the Council Community Fund application submitted by Deputy Mayor J. MacKenzie for the Saint John North End Food Assistance Group Inc. for \$374.54, be approved.

5.7 RESOLVED that as recommended in the submitted report *M&C 2026-062: Street Naming - allée Foreshore Lane*, Common Council amend the list of Official Street Names and approve the following change:

1. Add the name "allée Foreshore Lane".

5.8 RESOLVED that as recommended in the submitted report *M&C 2026-066: Municipal Easement - Arlington Crescent*, Common Council assent to any necessary Municipal Servicing Easements for Arlington Crescent, as illustrated on the Rockwood Hills Subdivision Plan, dated March 23, 2026.

5.9 RESOLVED that as recommended in the submitted report *M&C 2026-067: Municipal Servicing Easement and Lands for Public Purpose Dedication at 0 Dantes Drive / 21 Elba Boulevard*, Common Council approve the following:

1. Common Council assent to any necessary Municipal Servicing Easements as outlined in the submitted River & Rail Holdings Inc. Subdivision, dated March 31, 2026; and,
2. Common Council assent to the location of the Land for Public Purpose dedication by approving the submitted tentative subdivision plan.

5.10 RESOLVED that as recommended in the submitted report *M&C 2026-073: Scheduling of Public Hearing Date for Zoning By-law Text Amendment*, Common Council schedule a public hearing on Monday, July 27, 2026, at 6:30 p.m. for a staff led Text Amendment to the Zoning By-Law related to Basements or Cellars in the Council Chamber, City Hall 2nd floor, 15 Market Square, Saint John, NB.

5.11 RESOLVED that the submitted report *M&C 2026-076: Public Information Session: St. John Street (Lancaster Street to City Line) and Dufferin Row (City Line to Civic #360 Dufferin Row) - Water, Sanitary and Storm Sewer Renewal and Street Reconstruction*, be received for information.

5.12 RESOLVED that as recommended in the submitted report from the Planning Advisory Committee "*Vesting of a Public Street located at 33 Garden Street (intersection of Garden Street and Hazen Street)*", Common Council approve the following:

1. Common Council assent to the tentative plan of subdivision, with respect to the vesting of a portion of PID 00038372, as a Public Street; and,
2. Common Council assent to any Municipal Servicing Easements.

5.13 RESOLVED that the request for a proclamation for Apraxia Awareness Day be referred to the Clerk to prepare the proclamation.

5.14 RESOLVED that the request to present from Fundy Honda and Steele Auto Group re: Crime in the Area – Theft and Damage, be referred to the Public Safety Committee.

5.15 RESOLVED that the correspondence from the Heart and Stroke Foundation regarding its Door-to-Door Campaign, be received for information.

5.16 RESOLVED that the correspondence from the Province of New Brunswick re: 2026-2035 Biodiversity Strategy for New Brunswick On-Line Survey, be received for information.

Moved by Deputy Mayor MacKenzie, seconded by Councillor Sullivan:

RESOLVED that the recommendation set out in each consent agenda item respectively, be adopted.

MOTION CARRIED UNANIMOUSLY.

## **6. Members Comments**

Members commented on various local events.

## **7. Proclamation**

7.1 The Mayor proclaimed April 12 to April 18, 2026, National Public Safety Telecommunicators Week.

## **8. Delegations / Presentations**

## **9. Public Hearings – 6:30 p.m.**

## **10. Consideration of By-Laws**

### **10.1 Zoning By-law Amendment - 1360 Old Black River Road (3rd Reading)**

The City Clerk provided an overview.

Moved by Councillor Stewart, seconded by Councillor Darling:

RESOLVED that the by-law entitled, "By-law Number C.P. 111-218 A Law to Amend the Zoning By-law of The City of Saint John" rezoning on Schedule "A", the Zoning Map of The City of Saint John, a parcel of land having an area of approximately 1,563 square metres, located at 1360 Old Black River Road, also identified as PID 00340703, from Rural Residential (RR) to Rural Mixed Residential (RMX), be read.

MOTION CARRIED.

The by-law entitled, "By-law Number C.P. 111-218 A Law to Amend the Zoning By-law of The City of Saint John" was read in its entirety.

Moved by Councillor Lowe, seconded by Deputy Mayor MacKenzie:

RESOLVED that the by-law entitled, "By-law Number C.P. 111-218 A Law to Amend the Zoning By-law of The City of Saint John" rezoning on Schedule "A", the Zoning Map of The City of Saint John, a parcel of land having an area of approximately 1,563 square metres, located at 1360 Old Black River Road, also identified as PID 00340703, from Rural Residential (RR) to Rural Mixed Residential (RMX), be read a third time, enacted, and the Corporate Common Seal affixed thereto.

MOTION CARRIED.

Read a third time by title, the by-law entitled, "By-law Number C.P. 111-218 A Law to Amend the Zoning By-law of The City of Saint John."

#### 10.2 Cliff Street - Traffic By-law Amendment (1st and 2nd Reading)

Commissioner Hugenholtz provided an introduction.

Municipal Engineer J. DeMerchant provided an overview.

Consideration was given to the submitted report *M&C 2026-059: Cliff Street - Traffic By-law Amendment*.

Moved by Councillor Lowe, seconded by Councillor Sullivan:

RESOLVED that the by-law entitled "By-law Number MV-10.2 A By-law to Amend a By-law respecting the Traffic on Streets in The City of Saint John and amendments thereto," be amended to change on-street parking rules to support a new daycare which involves isolating on-street parking to the east side of Cliff Street between Coburg Street and Waterloo Street, including introducing a 15-minute parking restriction for a portion of the day, be read a first time.

MOTION CARRIED.

Read a first time by title, the by-law entitled "By-law Number MV-10.2 A By-law to Amend a By-law respecting the Traffic on Streets in The City of Saint John and amendments thereto".

Moved by Councillor Killen, seconded by Councillor Sullivan:

RESOLVED that the by-law entitled “By-law Number MV-10.2 A By-law to Amend a By-law respecting the Traffic on Streets in The City of Saint John and amendments thereto,” be amended to change on-street parking rules to support a new daycare which involves isolating on-street parking to the east side of Cliff Street between Coburg Street and Waterloo Street, including introducing a 15-minute parking restriction for a portion of the day, be read a second time.

MOTION CARRIED.

Read a second time by title, the by-law entitled “By-law Number MV-10.2 A By-law to Amend a By-law respecting the Traffic on Streets in The City of Saint John and amendments thereto”.

10.3 Consolidation and Modernization of Council’s Procedural By-law (1st and 2nd Reading)

General Counsel M. Tompkins provided an overview.

Consideration was given to the submitted report *M&C 2026-079: Consolidation and Modernization of Council’s Procedural By-law*.

Moved by Councillor Norton, seconded by Councillor Darling:

RESOLVED that the by-law entitled “By-law Number LG-15, A By-law Respecting the Procedures of the Common Council of The City of Saint John” repealing and replacing a by-law of The City of Saint John enacted on the 3rd day of May, 2021, entitled “*By-law Number LG-15, A By-law Respecting the Procedures of the Common Council of The City of Saint John*” be read a first time.

MOTION CARRIED.

Read a first time by title, the by-law entitled “By-law Number L.G.-15, A By-law Respecting the Procedures of the Common Council of The City of Saint John”.

Moved by Deputy Mayor MacKenzie, seconded by Councillor Ogden:

RESOLVED that the by-law entitled “By-law Number L.G.-15, A By-law Respecting the Procedures of the Common Council of The City of Saint John” repealing and replacing a by-law of The City of Saint John enacted on the 3rd day of May, 2021, entitled “*By-law Number LG-15, A By-law Respecting the Procedures of the Common Council of The City of Saint John*” be read a second time.

MOTION CARRIED.

Read a second time by title, the by-law entitled “By-law Number L.G.-15, A By-law Respecting the Procedures of the Common Council of The City of Saint John.”

Moved by Councillor Sullivan, seconded by Councillor Lowe:

RESOLVED that Common Council direct staff to return to 3rd reading changing the five-minute speaking limit to ten minutes.

MOTION CARRIED with Councillors Darling and Killen voting nay.

**11. Submissions by Council Members**

**11.1 Reporting by Community Safety & Security Team at all Public Safety Committee Meetings (Councillor Norton)**

Councillor Norton provided an overview.

Moved by Councillor Norton, seconded by Councillor Sullivan:

RESOLVED that the CAO be directed to make the necessary steps to include reporting updates by the Community Safety and Security Team at all Public Safety Committee Meetings.

MOTION CARRIED.

**11.2 Scheduling of Public Presentation by Turner Drake & Partners Ltd. (Councillor Norton)**

Councillor Norton provided an overview.

Moved by Councillor Norton, seconded by Councillor Sullivan:

RESOLVED that the Clerk be directed to schedule a public presentation from representatives of Turner Drake & Partners Ltd. at a date mutually agreeable to the presenters and the Clerk's Office, and further, that the Clerk provide appropriate notice and include the presentation on the official agenda in accordance with standard Council procedures.

Moved by Deputy Mayor MacKenzie, seconded by Councillor Darling:

RESOLVED that the presentation from representatives of Turner Drake & Partners Ltd. be referred to the Growth Committee, with an invitation to Envision Saint John to attend a special meeting.

MOTION CARRIED with Councillors Norton, Sullivan, Radwan, and Killen voting nay.

Councillor Killen withdrew from the meeting.

**12. Business Matters – Municipal Officers**

**12.1 2026 Annual Work Plan in Support of Strategic Plan**

The CAO reviewed the submitted presentation entitled "2026 Annual Work Plan in Support of the Strategic Plan".

Moved by Deputy Mayor MacKenzie, seconded by Councillor Darling:

RESOLVED that the 2026 Annual Work Plan be received for information.

MOTION CARRIED.

**12.2 Community Safety Services Team – Two-Month Update**

Commissioner Poffenroth provided an introduction.

Manager Community Standards B. Purinton reviewed the submitted presentation entitled “Community Safety Services - Two-Month Update”.

Moved by Councillor Sullivan, seconded by Councillor Stewart:  
RESOLVED that the presentation entitled “Community Safety Services - Two-Month Update”, be received for information.

MOTION CARRIED.

- 13. Committee Reports**
- 14. Consideration of Issues Separated from Consent Agenda**
- 15. General Correspondence**
- 16. Supplemental Agenda**
- 17. Committee of the Whole**
- 17.1 New Lease Bite and Smile City Market

Moved by Councillor Darling, seconded by Deputy Mayor MacKenzie:  
RESOLVED that as recommended by the Committee of the Whole, having met on April 7, 2026, the City enter into a lease generally in the form as attached to M&C 2026-053 for stall 2 and ancillary spaces in the City Market with Claudia Jimenez Revilla, and that the Mayor and City Clerk be authorized to execute any necessary documents.

MOTION CARRIED.

**18. Adjournment**

Moved by Councillor Lowe, seconded by Councillor Stewart:  
RESOLVED that the meeting of Common Council held on April 7, 2026, be adjourned.

MOTION CARRIED.

The Mayor declared the meeting adjourned at 7:30 p.m.

## COUNCIL REPORT

M&C No.	2026-100
Report Date	April 13, 2026
Meeting Date	April 20, 2026
Service Area	Public Works and Transportation Services

Her Worship Mayor Donna Noade Reardon and Members of Common Council

**SUBJECT: Traffic Paint Purchase**

**AUTHORIZATION**

Primary Author(s)	Commissioner/Dept. Head	Chief Administrative Officer
<i>Chris Phinney</i>	<i>Michael Hugenholtz</i>	<i>Ian Fogan</i>

**RECOMMENDATION**

Notwithstanding the City’s Strategic Procurement Policy, your Chief Administrative Officer recommends that Common Council authorize City staff to purchase Franklin Paint Company traffic paint for the 2026 construction season from Stinson Equipment Limited at a cost of \$154,848.43 plus HST.

**EXECUTIVE SUMMARY**

The purpose of this report is for City staff to recommend a ‘sole source’ approach to the purchase of the City’s traffic paint for the 2026 season and to communicate steps taken in recent years towards a competitive process and their outcomes. This recommendation is based on past years’ experience with other manufacturer’s paints that clogged our equipment and led to costly delays. Staff developed a Pavement Markings Durability and Compatibility protocol which provided a framework for prequalifying other manufacturer’s products. Results of compatibility testing were not favorable and as such a sole source continues to be recommended for this season.

**PREVIOUS RESOLUTION**

April 7, 2025:

RESOLVED that as recommended in the submitted report M&C 2025-091: 2025 Traffic Paint Procurement Recommendation, notwithstanding the City’s Procurement

Policy, Common Council authorize City staff to purchase Franklin Paint Company traffic paint for the 2025 construction season from Stinson Equipment Limited at a cost of \$143,730.33 plus HST.

## **REPORT**

Annually, the City paints approximately 400 km of lines and 3700 traffic markings. Yellow lines that divide space for two-way traffic, bike lane lines, directional symbols and crosswalk lines are among the inventory that the City renews annually.

The City procures traffic paint each year to refresh these lines and markings. Authorization sought as part of this report would procure the paint needed for the 2026 season within the approved operation budget.

### **Sole source versus a competitive process**

Prior to 2016, the City had procured traffic paint from four different manufacturers through a competitive process. Three of these four manufacturers ultimately did not meet the City's specifications. One manufacturer did not meet the material composition requirements and the other two manufacturers provided product that clumped during previous painting seasons causing damage to equipment and excessive down time.

From 2016 to 2025, the City has sole-sourced using only Franklin Paints. This paint has met specifications upon delivery and has not clumped throughout the painting seasons.

### **Towards a Return to Competition**

Over the last couple of years, City staff have been open to having manufacturers demonstrate that their traffic paint meets the City's specifications and does not clump mid-season.

Staff developed a framework for Pavement Markings Durability and Compatibility which was part of the 2023 - 2025 work plans.

Samples of traffic paint from three reputable manufacturers as well as alternative thermoplastic products were sourced and applied to a test zone in a high traffic area on Rothesay Ave. These tests stripes ensured that the products would be compatible with our equipment and contrast them against one another by being subjected to the exact same traffic volume, environmental factors and snow clearing methods.

The test markings were evaluated immediately for equipment compatibility (from samples provided) and over two seasons ranked for durability. Both criteria were used to prequalify pavement marking products. In 2025 testing was expanded to 20% of the required paint supply and opened to prequalified vendors. An alternate vendor to previously sole sourced product was the successful bidder, and their product was used in several attempts to paint with various equipment assets.

Unfortunately, after repeated uses of the new paint product, the city's equipment began to perform poorly, and the resulting markings (lines and symbols) did not conform to quality standards. Upon detailed examination of the equipment, it was determined that the product was congealing, causing flow restrictions and was unusable. The manufacturer was engaged for technical advice and troubleshooting and ultimately replaced the product but with similar results. The manufacturer was unable to provide a timely resolution in 2025. The manufacturer re-imbursed the city for the paint. The City procured additional Franklin paint in order to finish the 2025 program. Ultimately, the program was delayed by 5 weeks due the compatibility issues and the subsequent cleaning and recalibration required to switch back the Franklin product.

Given the challenges we experienced to date with using new vendors, continued efforts to refine our testing protocol, technical requirements and trials will continue towards qualifying additional traffic paint suppliers for future needs.

#### **Traffic Lines and Markings that last longer**

City staff is aware of, and aligned with, the community's desire to implement a solution that allows the City's traffic lines and markings to last longer. When a "better" solution is found, City staff will be sure to recommend it.

City staff has committed to trial alternatives to paint. Tape, plastics that can be melted to the road, alternate sprayable compounds, and even attempts to place lines and markings below where plows and some traffic can wear them as easily have all been trialed, including in 2025. In 2026, staff are continuing to investigate alternative marking technologies and consult with other municipalities nation wide. To date no feasible alternatives have been identified.

As with other municipalities in our region and across the country, the application of water-based traffic paints, such as that recommended in this report, continue to be the best option at this time.

**STRATEGIC ALIGNMENT**

This report best aligns with two Common Council priorities:

Perform – striving for the best use of resources in completing the annual traffic line and marking painting program and continuously assessing alternatives.

Move – striving for a safe transportation system for all modes of transportation via placing traffic control devices (lines and markings) and striving for alternatives that last longer.

**SERVICE AND FINANCIAL OUTCOMES**

Purchasing the 2026 quantities of traffic paint was planned within the approved 2026 operating budget for Public Works and Transportation.

To contribute to public safety, it is important to refresh traffic lines and markings as quickly as possible. Extended times when these traffic control devices remain faded or risk that the annual program may not be completed due to delays by non-conforming paint is a risk that may occur. Clumping issues with other paints have caused delays to the program in prior years.

The clumping of past traffic paints is also hard on the \$200,000 worth of painting equipment that the City owns, requiring more frequent replacement of parts such as filters and pumps and accelerated depreciation of these expensive assets. Additional staff time, both in working with manufacturers/suppliers of non-conforming paint and in explaining to the public delays to the painting program, is also an added cost. Additional labour costs are required to finalize the annual program when delays occur. Staff remains of the opinion these costs would far outweigh any savings resulting from a lower-cost competitor product

**INPUT FROM OTHER SERVICE AREAS AND STAKEHOLDERS**

Name of Service Area/Stakeholder	Name of Staff Person
Supply Chain Management	Jodie Forgie for Chris Roberts

City staff previously received input from both the cities of Fredericton and Moncton. The City of Fredericton has used Franklin Company paint for the last twelve years, including in 2026. In previous years, Fredericton used two different other manufacturers (same from the list of those used by Saint John) with similar negative results. The City of Moncton has also experienced issues with other manufacturers. They commenced a sole source procurement of Franklin Paint through Stinson Equipment Ltd., 2015 through 2026

**ATTACHMENTS**

N/A

M&C No.	2026-088
Report Date	April 14, 2026
Meeting Date	April 20, 2026
Service Area	Utilities and Infrastructure Services

Her Worship Mayor Donna Noade Reardon and Members of Council

**SUBJECT: Contract 2025-08: Charlotte Street (Queen Square North to Princess Street) – Water, Sanitary and Storm Sewer Renewal and Street Reconstruction**

**AUTHORIZATION**

Primary Author	Dept. Head	Chief Administrative Officer
<b><i>Kevin O'Brien</i></b>	<b><i>Michael Baker</i></b>	<b><i>Ian Fogan</i></b>

**RECOMMENDATION**

It is recommended that Contract No 2025-08: Charlotte Street (Queen Square North to Princess Street) – Water, Sanitary and Storm Sewer Renewal and Street Reconstruction be awarded to the low tenderer, Galbraith Construction Ltd., at their tendered price of \$2,854,687.55 (including HST) as calculated based on estimated quantities, and further that the Mayor and City Clerk be authorized to execute the necessary contract documents.

**EXECUTIVE SUMMARY**

The purpose of this report is to recommend that Council award Contract 2025-08: Charlotte Street (Queen Square North to Princess Street) – Water, Sanitary and Storm Sewer Renewal and Street Reconstruction to the low tenderer.

**PREVIOUS RESOLUTIONS**

October 17<sup>th</sup>, 2022: M&C 2022-317 - 2023 and 2024 General Fund and Utility Fund Capital Budget, approved.

October 30<sup>th</sup>, 2023: M&C 2023-238 - Revised 2024 General and Utility Fund Capital Program, approved.

December 1<sup>st</sup>, 2025: M&C 2025-273 - 2026 General and Utility Fund Capital Budget, approved.

## **REPORT**

The approved 2024 General Fund and Water & Sewerage Utility Fund Capital Programs and the approved 2026 General Fund and Water & Sewerage Utility Fund Capital Programs include funds for the reconstruction of Charlotte Street from Queen Square North to Princess Street. The work generally includes the replacement of the existing watermain and sanitary sewer and installation of a new storm sewer for separation. The work also involves a full street reconstruction including new concrete curb and sidewalk, roadway granular materials, asphalt, grass medians, trees, traffic signage and traffic line painting. This project is partially funded by the Integrated Bilateral Funding Program.

## **TENDER RESULTS**

Tenders closed on April 8<sup>th</sup>, 2026, with the following results, including HST:

1. Galbraith Construction Ltd.	\$2,854,687.55
2. TerraEx Inc.	\$3,311,666.50
3. L. Sanford and Sons Ltd.	\$3,430,906.19
4. Fairville Construction Ltd.	\$3,578,897.75

The Engineer's estimate for the work was \$3,143,185.75.

## **ANALYSIS**

The tenders were reviewed by staff, and they were all found to be formal in all respects. Staff are of the opinion that the low tenderer has the necessary resources and ability to perform the work and recommend acceptance of their tender.

## **FINANCIAL IMPLICATIONS**

Assuming the award of the Contract to the low tenderer, an analysis has been completed, which includes the estimated amount of work to be performed by the Contractor and Others.

It was originally projected that this project could not be fully funded (73.33%) by the IBA funding program as it was anticipated that there would be insufficient funding left in the program to complete the entire project. As a result, when the 2026 Capital Programs were prepared the City Share was increased to ensure there was sufficient funding available so the project could proceed however it was not the standard 73.33% Other Share and 26.67% City Share. Since then, several IBA funded construction projects have come under budget, and some project bids were lower than projected therefore this project will be able to be fully claimed under the IBA funding Program (73.33% Other Share, 26.67% City Share).

The budget noted below is based on what was approved in the 2024 & 2026 Capital Programs.

The analysis is as follows:

Budget	\$ 4,400,961.00
Project Net Cost	\$ 2,781,994.00
Variance (Surplus)	\$ 1,618,967

As indicated above it is expected that 73.33% of \$2,781,994 will be able to be claimed through the IBA funding program. The remainder (26.67% of \$2,781,994) will need to be paid for by the City. After award of this contract Staff will work through the funding program and 2026 capital programs to determine how much City share and Other share surplus funding is available.

This Contract includes an Enhanced Level of Service/Contractor Performance Penalty Structure as the timeline for completion is time sensitive based on the project location and its impacts to the local area and is considered critical in terms of completion. An Enhanced Level of Service has been set at \$2,000 per working day that the contractor precedes the substantial completion date up to a maximum of \$50,000. Should the contractor not meet the project schedule as included in the tender documents, a Penalty of \$2,000 per working day from the time of the scheduled substantial completion to the actual substantial completion will be applied. The intent is the enhanced level of service will be funded through the project contingency and/or the project surplus noted above.

#### POLICY-TENDERING OF CONSTRUCTION CONTRACTS

This recommendation aligns with the Council's policy for the tendering of construction contracts, adhering to the City's General Specifications and specific project specifications.

#### **STRATEGIC ALIGNMENT**

This report aligns with Council's Priorities for GROW, GREEN, MOVE and PERFORM as the project involves reconstructing sections of a city street that are currently in poor condition while leveraging Other Share funding. The work also includes the installation of a new storm sewer, allowing for separation of sanitary and storm sewer flows within the project limits.

During the design phase of the work for this project, a review of the Central Peninsula Secondary Plan (The Secondary Plan) was completed. The Secondary Plan contains several Policies and Proposals relating to the Central Peninsula. Throughout the engagement process in developing the Secondary Plan, more street trees and greening was identified as a community priority. With respect to Charlotte Street (Queen Square North to Princess Street), the Secondary Plan included priorities for more pedestrian and cycling amenities and for more street trees and greening.

The Secondary Plan contains the following Policies and Proposals relating to Charlotte Street:

*Policy:*

SE-1 Reinforce Queen's Square as the heart of the South End

*Proposals:*

2. Reinforce connections between the South End and the Uptown Neighbourhood through pedestrian space improvements along Sydney Street and Charlotte Street.

The reconstruction of Charlotte Street (Queen Square North to Princess Street) includes the renewal of the water and sanitary sewer infrastructure as well as the installation of new storm sewer infrastructure for separation. A few noteworthy improvements include:

- Road Narrowing – The existing street cross-section (asphalt width) on Charlotte Street (Queen Square North to Princess Street) will be reduced from an average of 10.0 m to 8.3 m. This will maintain sufficient width for a travel lane, on-street parking (east side) and the addition of a bike lane (west side) while enhancing safety through traffic calming.
- Bike Lane Installation – A new 1.8 m wide bike lane will be included on the west side of Charlotte Street. The Secondary Plan and Move SJ have identified Charlotte Street (Broad Street to Union Street) as being a “complete street”, which would include the installation of a dedicated bike lane. Several Traffic By-law amendments have already been approved to support this work.
- Curb Extensions – Curb extensions will be installed on the east side of Charlotte Street at the Charlotte Street / Duke Street and Charlotte Street / Princess Street intersections. These extensions will improve pedestrian safety by reducing the crossing distances for pedestrians as well as making pedestrians about to cross Charlotte Street more visible to motorists. This is achieved by moving the crossing point away from the curb, and from any parked vehicles to a location that is more in line with the motorist's field of vision. The curb extensions will also enhance safety through the traffic calming which results from the reduced street cross-section (asphalt width) at the intersections.
- The addition of a crosswalk on the south side of the Charlotte Street / Princess Street intersection. Currently there are only crosswalks on the north, east and west sides of this intersection. Based on input from the Saint John Ability Advisory Committee, the fourth crosswalk, complete with proper access ramps and tactile warning surface indicators, will be added when the street is reconstructed.
- On-street Parking – The current alternate side on-street parking on Charlotte Street has been changed through by-law amendment to allow for on-street parking on the east side of Charlotte Street only, resulting in year-round parking on this side of the street only.
- Pedestrian Access Ramps – Access ramps will be installed in the sidewalks at pedestrian crossings that are flush with the asphalt roadway surface. This will remove any barriers to access by all users of the pedestrian transportation infrastructure. Tactile warning surface indicators will also be installed at all crosswalks.
- New enhanced stop signs. The existing overhead flashing beacons at the Charlotte Street / Duke Street intersection will be replaced with new stop signs featuring solar powered, flashing LED lights embedded around the perimeter of the signs. This will improve the visibility of the stop signs in this intersection.

- Sidewalks – Replacement of aging sidewalks with new concrete curb and sidewalk will improve pedestrian infrastructure, while enhancing the quality of life for members of the community.
- Landscape Improvements – The addition of grass medians and street trees provides greenspace between the road and the sidewalk thereby enhancing an area where many of the buildings either face directly at the street or are at the edge of the right-of-way. Street trees, once fully grown, can act as another traffic calming measure as these create a tunneling effect. This “greening” is in line with the Secondary Plan and Council’s priorities.

### ***SERVICE AND FINANCIAL OUTCOMES***

The municipal infrastructure along Charlotte Street (Queen Square North to Princess Street) is currently in poor condition and requires replacement. This infrastructure renewal effort reduces the likelihood of future service disruptions for residents, addressing potential failures in the existing infrastructure. Additionally, the project includes the separation of stormwater and sanitary sewer flows within the project limits further contributing to the overall improvement of the area's infrastructure.

This project also provides for the opportunity to make several streetscape enhancements that will improve the safety of this section of Charlotte Street for all users of the transportation infrastructure.

In addition to the Enhanced Level of Service/Contractor Performance Penalty Structure clause in the Contract Particular Specifications, additional requirements were included to mitigate the impacts the project will have on the area residents and businesses during construction. These requirements include:

- Limits on when identified sections of existing sidewalk can be excavated prior to reinstatement to improve access to residences and businesses.
- Provision of delineated, barrier free pedestrian access to all buildings during the project, when possible (i.e. when lateral renewals are completed, it can limit access to buildings).
- Specific signage to be in place to provide guidance for access to local businesses within the project limits.
- Provision of dedicated staff while work is underway to assist with guiding pedestrians around and/or through the site as required.
- Time limits on when the new surface infrastructure (curb, sidewalk and asphalt base) must be started following the completion of the underground infrastructure.
- Completion of daily, documented checks on all signage and pedestrian access.
- Planning of watermain shutdowns for after regular working hours, and in consultation with area businesses, to limit impacts of any shutdowns.
- Attendance at bi-weekly meetings with area stakeholders to discuss the project schedule and to receive feedback from the stakeholders.

The City of Saint John General Specifications, along with the Contract Particular Specifications, include provisions for price adjustments related to diesel fuel and the NBDTI Asphalt Binder Price Index. These adjustments are triggered when the base contract price for either diesel fuel or asphalt binder fluctuates by +/-5% during the construction period. Base prices for both diesel fuel and asphalt binder are set at the time of tender. Current market conditions suggest there is upward pressure on both variables, which could result in a higher cost for the City. It is important to note that these adjustments are bidirectional. While increases in the index or diesel fuel would result in additional payments to contractors, decreases would result in cost reductions to the City of Saint John.

Staff will closely monitor project quantities, diesel fuel pricing and the asphalt binder price index to ensure the total project cost falls within the approved budget. As indicated above there is a surplus in funding available for this project that can be used to address the diesel fuel pricing and asphalt binder price index risk if required.

**INPUT FROM OTHER SERVICE AREAS**

Name of Service Area/Stakeholder	Name of Staff Person
Supply Chain Management Strategic Services (Finance)	<b>Jodie Forgie</b> <b>Craig Lavigne</b>

The project design was reviewed by Utilities and Infrastructure Services as well as Public Works and Transportation Services. City staff also met with the Saint John Ability Advisory Committee to review the design prior to the tender being posted.

The tendering process for this project was completed in accordance with the City's Strategic Procurement Policy and Supply Chain Management supports the recommendation being put forth.

**ATTACHMENTS**

N/A

## COUNCIL REPORT

M&C No.	2026-085
Report Date	April 14, 2026
Meeting Date	April 20, 2026
Service Area	Utilities and Infrastructure Services

Her Worship Mayor Donna Noade Reardon and Members of Council

***SUBJECT: Contract 2025-10: St. John Street (Lancaster Street to Dufferin Row) and Dufferin Row (City Line to Civic #360 Dufferin Row) - Water, Sanitary and Storm Sewer Renewal and Street Reconstruction***

### **AUTHORIZATION**

Primary Author	Commissioner/Dept. Head	Chief Administrative Officer
<b><i>Holly Young</i></b>	<b><i>Michael Baker</i></b>	<b><i>Ian Fogan</i></b>

### **RECOMMENDATION**

It is recommended that: Contract 2025-10: St. John Street (Lancaster Street to Dufferin Row) and Dufferin Row (City Line to Civic #360 Dufferin Row) - Water, Sanitary and Storm Sewer Renewal and Street Reconstruction be awarded to the low tenderer, Fairville Construction Ltd., at their tendered price of \$ 2,723,315.00 (including HST) as calculated based on estimated quantities, and further that the Mayor and City Clerk be authorized to execute the necessary contract documents.

### **EXECUTIVE SUMMARY**

The purpose of this report is to recommend that Council award Contract 2025-10: St. John Street (Lancaster Street to Dufferin Row) and Dufferin Row (City Line to Civic #360 Dufferin Row) - Water, Sanitary and Storm Sewer Renewal and Street Reconstruction project to the low tenderer.

### **PREVIOUS RESOLUTIONS**

October 28<sup>th</sup>, 2024: M&C 2024-287 – 2025 General and Utility Fund Capital Budgets, approved.

### **REPORT**

The 2025 Water & Sewerage Utility Fund and General Fund Capital Programs include other share funding for the reconstruction of St. John Street (Lancaster Street to City Line) and Dufferin Row (City Line to Civic #360 Dufferin Row). The work generally includes the replacement of the existing water main and sanitary

sewer, installation of a new storm sewer for separation, and full street reconstruction. The work also includes new concrete curbs and sidewalks, grass medians, roadway granular materials, asphalt, trees, and street signage.

**TENDER RESULTS**

Tenders closed on April 9<sup>th</sup>, 2026, with the following results, including HST:

- |                                |                 |
|--------------------------------|-----------------|
| 1. Fairville Construction Ltd. | \$ 2,723,315.00 |
| 2. L. Sanford and Sons Ltd.    | \$ 3,563,262.86 |
| 3. Debly Enterprises Ltd.      | \$ 3,984,261.25 |
| 4. TerraEx Inc.                | \$ 4,015,420.50 |
| 5. Galbraith Construction Ltd. | \$ 4,792,685.38 |

The Engineer’s estimate for the work was \$ 3,446,850.

**ANALYSIS**

The tenders were reviewed by staff, and all were found to be formal in all respects. Staff are of the opinion that the low tenderer has the necessary resources and ability to perform the work and recommend acceptance of their tender.

**FINANCIAL IMPLICATIONS**

The Contract includes work that will be charged against the 2025 Water & Sewerage Utility Fund and General Fund Capital Programs. The (2024-2028) CCBF funding program includes a budget for this project of \$3,545,000.

Assuming the award of the Contract to the low tenderer, an analysis has been completed, which includes the estimated amount of work to be performed by the Contractor and Others (i.e. inspection services).

The analysis is as follows:

Budget	\$ 3,545,000
Project Net Cost	\$ 2,670,598
Variance (Surplus)	\$ 874,402

**POLICY - TENDERING OF CONSTRUCTION CONTRACTS**

This recommendation aligns with the Council’s policy for the tendering of construction contracts, adhering to the City’s General Specifications and specific project specifications.

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## **STRATEGIC ALIGNMENT**

This report aligns with Council's Priorities for GROW, GREEN, MOVE and PERFORM as the project involves reconstructing sections of a city street currently in poor condition while leveraging Other Share funding. The work also includes installing a new storm sewer, allowing for separation of sanitary sewer and storm sewer flows within the project limits.

The reconstruction of St. John Street (Lancaster Street to City Line) and Dufferin Row (City Line to Civic #360 Dufferin Row) includes the renewal of the water and sanitary sewer infrastructure as well as the installation of new storm sewer infrastructure for separation. A few noteworthy improvements include:

- Road Narrowing – The existing street cross-section (asphalt width) on Dufferin Row (City Line to Civic #360) will be reduced from an average of 11.2 m to 9.4 m. This will maintain sufficient width for two travel lanes, on-street parking (one-side) while enhancing safety through traffic calming.
- On-street Parking – The current on-street parking will be changed on Dufferin Row through by-law amendment to allow for on-street parking on the west side, resulting in year-round parking on this side of the street only
- Truck Route – As per MoveSJ, the City is not expecting the truck route to be needed in the future.
- Pedestrian Access Ramps – Access ramps will be installed in the sidewalks at pedestrian crossings that are flush with the asphalt roadway surface. This will remove any barriers to access by all users of the pedestrian transportation infrastructure.
- Sidewalks – Replacement of aging sidewalks with new concrete curb and sidewalk will improve pedestrian infrastructure, while enhancing the quality of life for members of the community.
- Landscape Improvements – The grass medians and street trees provide greenspace between the road and the sidewalk thereby enhancing the area. Street trees, once fully grown, can act as another traffic calming measure as these create a tunneling effect. This “greening” is in line with Council’s priorities. There are several large mature trees on Dufferin Row; the design has included preserving these mature trees as much as possible.

## **SERVICE AND FINANCIAL OUTCOMES**

The municipal infrastructure along St. John Street (Lancaster Street to City Line) and Dufferin Row (City Line to Civic #360 Dufferin Row) is currently in poor condition and requires replacement. This infrastructure renewal effort reduces the likelihood of future service disruptions for residents, addressing potential failures in the existing infrastructure. Additionally, the project includes the separation of stormwater and sanitary sewer flows within the project limits further contributing to the overall improvement of the area's infrastructure.

The City of Saint John General Specifications, along with the Contract Particular Specifications, include provisions for price adjustments related to diesel fuel and the NBDTI Asphalt Binder Price Index. These adjustments are triggered when the base contract price for either diesel fuel or asphalt binder fluctuates by +/-5% during the construction period. Base prices for both diesel fuel and asphalt binder are set at the time of tender. Current market conditions suggest there is upward pressure on both variables, which could result in a higher cost for the City. It is important to note that these adjustments are bidirectional. While increases in the index or diesel fuel would result in additional payments to contractors, decreases would result in cost reductions to the City of Saint John.

Staff will closely monitor project quantities, diesel fuel pricing and the asphalt binder price index to ensure the total project cost falls within the approved budget. As indicated above there is a surplus in funding available for this project that can be used to address the diesel fuel pricing and asphalt binder price index risk if required.

**INPUT FROM OTHER SERVICE AREAS AND STAKEHOLDERS**

Name of Service Area/Stakeholder	Name of Staff Person
Supply Chain Management	Jodie Forgie

This design was provided to Growth and Community Services and was reviewed by Utilities and Infrastructure and the Public Works and Transportation Department.

The tendering process for this project was completed in accordance with the City's Strategic Procurement Policy and Supply Chain Management supports the recommendation being put forth.

On February 25<sup>th</sup>, 2026, staff met with the Saint John Ability Advisory Committee about the planned work. On April 15<sup>th</sup>, 2026, staff are hosting a Public Information Session for this project.

**ATTACHMENTS**

N/A

## COUNCIL REPORT

M&C No.	2026-090
Report Date	April 13, 2026
Meeting Date	April 20, 2026
Service Area	Utilities and Infrastructure Services

Her Worship Mayor Donna Noade Reardon and Members of Common Council

***SUBJECT: Highway Usage Permit (HUP) – Rothesay Road (Route 100) Bridge Watermain Hanger Repairs***

***OPEN OR CLOSED SESSION***

This matter is to be discussed in open session of Common Council.

***AUTHORIZATION***

Primary Author(s)	Commissioner/Dept. Head	Chief Administrative Officer
<b><i>Stephanie Olvera Joseph</i></b>	<b><i>Michael Baker</i></b>	<b><i>Ian Fogan</i></b>

***RECOMMENDATION***

It is recommended that the Mayor and City Clerk be authorized to execute the Department of Transportation and Infrastructure (NBDTI) Highway Usage Permit (HUP) in the form attached to M&C No. 2026-090 to permit repairs to the watermain hangers on the Rothesay Road (Route 100) bridge.

***EXECUTIVE SUMMARY***

Design and construction work is required to repair the existing hangers supporting the City’s 300 mm diameter watermain on the Rothesay Road (Route 100) bridge. A NBDTI HUP is required to authorize this work as the existing watermain is suspended beneath a NBDTI structure along Rothesay Road (Route 100). The agreement has been reviewed by the City’s General Counsel. The HUP will remain valid until March 31<sup>st</sup>, 2045.

***PREVIOUS RESOLUTION***

December 1<sup>st</sup>, 2025: M&C 2025-273 – 2026 General and Utility Fund Capital Budget, approved.

## **REPORT**

City-owned servicing infrastructure, consisting of a 300 mm diameter watermain, is located within the Rothesay Road corridor (NB Provincial Highway Route 100 [Structure B741]). The watermain is suspended beneath the Rothesay Road bridge where it crosses the CN Rail right-of-way. The bridge hanger supports for this insulated watermain crossing require repairs.

Funding for the design and construction of this work has been allocated within the 2026 Utility Fund Capital Budget. DTI manages provincial highways (i.e. Route 100 - [Structure B741]) under the Highway Act and a HUP is required to authorize the use of a portion of the highway right-of-way for the repair work. This permitting process ensures public safety, legal access to the right-of-way, and appropriate use of provincial transportation assets.

The HUP will remain valid until March 31<sup>st</sup>, 2045.

## **STRATEGIC ALIGNMENT**

This report aligns with Council's **PERFORM** priority, as the project involves repairing bridge hangers that support essential municipal infrastructure. The work reflects responsible asset management by addressing identified infrastructure needs in a planned manner, reducing operational risk and avoiding higher long-term repair costs.

## **SERVICE AND FINANCIAL OUTCOMES**

There is an associated annual fee for the proposed HUP. The fee is \$37.50 per kilometer, for a total annual cost of \$37.50, payable to the Minister upon execution of the permit and annually each April thereafter.

## **INPUT FROM OTHER SERVICE AREAS AND STAKEHOLDERS**

Name of Service Area/Stakeholder	Name of Staff Person
General Counsel	Maria Powell

This HUP has been provided to General Counsel's office for review.

## **ATTACHMENTS**

Highway Usage Permit No. 202311R010000401



**Department of  
Transportation and  
Infrastructure**

**Highway Usage Permit**

**Permit No. 202311R010000401**

**HIGHWAY USAGE PERMIT  
PERMIT NUMBER 202311R010000401**

**THIS PERMIT** issued in duplicate originals this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

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

**TO:** **THE CITY OF SAINT JOHN**  
a body corporate by Royal Charter,  
confirmed and amended by  
Acts of the Legislative Assembly of New Brunswick  
(hereinafter called the "Applicant")

**WHEREAS** the Minister, under and by virtue of the *Highway Act*, Chapter H-5 R.S.N.B. 1973 ("*Highway Act*"), has the administration and control of highways, as defined therein, in the Province of New Brunswick ("*Highways*");

**AND WHEREAS** the Applicant submitted an application to the Minister to repair a water line on Route 100 (B741), City of Saint John, Saint John County ("*work*");

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

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

**THEREFORE** in consideration of the payment of the sum of ten dollars (\$10.00) by each party to the other, the receipt and sufficiency of which is acknowledged by each to the other, and in consideration of the covenants, terms and conditions hereinafter contained, the Minister and the Applicant covenant and agree as follows:

**1. GENERAL**

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

**1.02** The Applicant shall pay to the Minister upon execution and for each fiscal year thereafter, due and payable on the first day of April in each fiscal year during the term of the HUP, as set out in Section 9:

- (i) thirty-seven dollars and fifty cents (\$37.50) for each kilometer of a highway along which work is undertaken as listed in Schedule "A" for a cumulative amount of **thirty-seven dollars and fifty cents (\$37.50)**.

## **2. CONSTRUCTION**

**2.01** The Applicant, its contractors, servants, agents, employees and workmen, may, from time to time during the term hereof and at its own expense, perform Construction on the Approved Highways. The Applicant shall carry out the Construction in accordance with and meeting the prescribed standards of all applicable federal and provincial statutes, as amended from time to time, and municipal by-laws and all regulations, orders, directives, permits and licences in respect thereof which apply to or otherwise affect the Construction or which apply to or otherwise affect the Applicant and its business assets, insofar as the same relates to the Construction, including, but not limited to, this HUP, the *Highway Act* and all environmental and occupational health and safety laws.

**2.02** The Applicant shall submit all plans and specifications detailing location, timing and duration of Construction to the Minister for his approval prior to the commencement of any Construction on the Approved Highways. The Applicant shall not undertake nor commence any Construction prior to receiving written approval from the Minister of the plans and specifications. The approval of the plans and specifications for any Construction to be carried out on the Approved Highways does not in any way affect or alter the Applicant's responsibility for the design and construction of the work and the Minister hereby specifically denies any such responsibility. There shall be no entry nor exit from Route 2.

**2.03** The Applicant agrees to complete and deliver to the Minister for approval, which approval will not be unreasonably withheld, a final "as built" plan of the Applicant's work at locations where it is on the Approved Highways, within three (3) months of the completion of the installation of the work.

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

**2.05** The Applicant shall during the period of Construction:

- (i) take every reasonable precaution to ensure the health and safety of its employees and the health and safety of any other person having access to the place of employment where any of the Construction is taking place; and
- (ii) ensure that its employees comply with the *Occupational Health and Safety Act*, the regulations and any order made in accordance with the Act or the regulations.

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

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

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

**2.09** The method of installation and construction of the work shall be as per Schedules "A" and "B". If conditions do not permit the method of installation as described in Schedules "A" and "B" at a particular location, the Applicant may, with the prior written approval of the District Engineer, which approval shall not be unreasonably withheld, use an alternate method of installation.

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

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

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

### **3. PUBLIC NOTICE**

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

### **4. STANDARD OF CONSTRUCTION**

**4.01** All Construction shall be performed by the Applicant in a good and workmanlike manner at its own expense. The Minister may order the Applicant to stop Construction if, in the Minister's opinion, it is not being carried out in a good and workmanlike manner according to the plans and specifications submitted and approved by the Minister for such Construction. The Applicant shall immediately stop Construction after being ordered to stop by the Minister. The ordering of the stopping of Construction by the Minister, regardless of the reason, shall not give rise to any claim by the Applicant against the Minister and any such claim is hereby specifically barred. Failure of the Minister to give instructions in regard to the Construction does not relieve the Applicant of any responsibilities and liabilities under the HUP or otherwise.

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

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

(b) through traffic flow is maintained on the Approved Highways during all Construction according to the Department of Transportation Work Area Traffic Control Manual, as amended from time to time, and it is the Applicant's obligation to obtain said manual;

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

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

## **5. REPAIRS TO THE APPROVED HIGHWAYS**

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

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

**5.03** If the Minister is required to make any repairs to the Approved Highways as a result of the Construction by the Applicant, or as a result of the presence of the work on the Approved Highways, the Applicant shall, upon demand, reimburse the Minister for the cost of all expenses reasonably incurred in connection therewith, provided however, that, except in emergency situations, the Minister shall first give the Applicant written notice of any situation necessitating the use of the power conferred under this section and allow the Applicant a reasonable opportunity to forthwith proceed to diligently repair the same.

**5.04** The Applicant shall provide to the Minister, at the time of the execution of this HUP, a cash security deposit in the amount of Five Thousand Dollars (\$5,000.00) for the purpose of this section to be held by the Minister, on a without interest basis. The Minister may use portions or all of the cash security deposit for the purposes of ensuring that the Applicant meets its obligations herein contained. At the end of three (3) years from the date of completion of Construction, the Minister shall return to the Applicant that portion of the security deposit that remains unused, without interest thereon.

## **6. RELOCATION OF APPROVED HIGHWAYS**

**6.01** Notwithstanding any other provisions of this HUP, if the Minister relocates, either permanently or temporarily, repairs, or redesigns the Approved Highways, he may request the Applicant to alter, remove or relocate, either permanently or temporarily, the work at the Applicant's expense within sixty (60) days after being requested in writing by the Minister. The Applicant shall alter, remove or relocate, either permanently or

temporarily, its work within sixty (60) days after being requested to do so by the Minister, provided, however that the Minister shall, if possible, grant to the Applicant a new HUP containing similar terms and conditions as herein set out allowing the Applicant to construct its work on an alternate or replacement site, if any. Nothing herein contained obligates the Minister to pay any costs of the Applicant or to provide the Applicant with an alternate means or replacement work.

## **7. LIABILITY AND INDEMNITY**

**7.01** The Minister shall not be responsible for any damage to the work from any cause whatsoever.

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

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

**7.04** The Applicant agrees that if any contamination should be encountered, on, in, under or around the property identified in Schedule "A" that:

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

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

## **8. INSURANCE**

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

**8.02** Such insurance shall provide coverage for property damage to the Approved Highways, including loss of use thereof, and shall protect the Minister, his successors and assigns, and his respective directors, officers, employees, agents and servants from all claims arising out of liability for property damage and bodily injury (including death and personal injury) arising out of the existence, construction, use, operation, maintenance and rehabilitation of the work and use and occupancy of the HUP, but excluding any claims to the extent that they arise out of the negligence or misconduct of the Minister, his successors and assigns, and his respective directors, officers, employees, agents and servants.

**8.03** The Applicant shall procure and maintain insurance policies which shall include the endorsements and extensions as contained in Part A and Part B herein.

**PART A. Commercial General Liability**

The Insurance Policy required under this part shall include:

- (i) an "occurrence" definition of "Accident";
- (ii) "HIS MAJESTY THE KING  
in right of the Province of New Brunswick,  
as represented by the Minister of Transportation and Infrastructure" listed  
as an "Additional Insured";
- (iii) Owners and Contractors Protective Liability;
- (iv) a Cross Liability clause;
- (v) a Waiver of Subrogation in favour of the Minister;
- (vi) Blanket Contractual Liability;
- (vii) Products/Completed Operations Liability;
- (viii) Broad Form Property Damage;
- (ix) Non-owned Auto Liability;
- (x) Contingent Employer's Liability;
- (xi) Personal Injury extension of bodily injury;
- (xii) coverage for machinery attached to vehicles;
- (xiii) a sixty (60) day notice provision to be given by the Insurer to the Minister  
of any change to, cancellation of, or lapsing of coverage; and
- (xiv) liability limits of five million dollars (\$5,000,000.00)  
and said insurance policy shall not be on a "Claims Made" form.

**PART B. Pollution (Environmental Impairment) Liability**

The Insurance Policy required under this part shall include:

- (i) "HIS MAJESTY THE KING  
in right of the Province of New Brunswick,  
as represented by the Minister of Transportation and Infrastructure" listed  
as an "Additional Insured";
- (ii) a Cross Liability clause;
- (iii) a Waiver of Subrogation in favour of the Minister;
- (iv) a sixty (60) day notice provision to be given by the Insurer to the Minister  
of any change to, cancellation of, or lapsing of coverage; and
- (v) liability limits of five million dollars (\$5,000,000.00).

Notwithstanding any breach of any of the terms or conditions of the policy, or any negligence or willful act or omission or false representation (individually or collectively, a "Breach") by any insured, additional insured, or any other person, such Breach shall not invalidate or otherwise limit the Applicant's liability, indemnity and insurance obligations under this HUP.

**8.04** All insurances required to be procured and maintained by the Applicant shall be obtained from an Insurance Company (Underwriter) licenced to do business in the Province of New Brunswick.

**8.05** If closely held insurance facilities (e.g. captive, reciprocal or any other form of alternate risk financing) are used instead of conventional insurance the Applicant shall

provide ninety (90) days prior written notice to the Minister of the program structure and participants with sufficient information to determine what, if any, supplementary insurance requirements may be needed (e.g. "cut-through" endorsement to captive reinsurers) to ensure continued, adequate protection for the Minister.

**8.06** The Applicant shall provide the Minister with Certificates of Insurance acceptable to the Minister and signed by a representative authorized to bind the Insurer listing all required extensions and endorsements required herein. Certificates of Insurance for all insurance policies maintained in compliance with this provision, or other documentation in form and content acceptable to the Minister, shall be delivered to the Minister prior to any construction that may affect the Approved Highways and prior to commencement of the operation of the Applicant's work. Certificates of Insurance, or other documentation in form and content acceptable to the Minister, acting reasonably, evidencing any renewal of or replacement insurances, shall be delivered to the Minister not later than fifteen (15) days prior to the expiration of existing policies. The requirement of the Applicant to provide proofs of insurance to the Minister shall survive the completion of the work and termination of this HUP and the Minister reserves the right to ask for, and the Applicant agrees to provide forthwith, evidence of required insurances covering the period subsequent to the term of the HUP as in the Minister's sole opinion is necessary. All such certificates and proofs of insurance required hereunder shall be deemed to comply with the requirements of Paragraph 8.03 herein by identifying the additional insured as follows:

HIS MAJESTY THE KING  
in right of the  
Province of New Brunswick,  
as represented by the  
Minister of Transportation and Infrastructure  
PO Box 6000  
Fredericton NB E3B 5H1  
Facsimile: (506) 453-2900

**8.07** The Minister reserves the right at any time during the term of the HUP to require the Applicant to secure and carry such other Insurances as are deemed appropriate by the Minister having regard to the nature of the work under the HUP.

**8.08** The insurance requirements set out in this HUP shall not in any way limit the Applicant's liability arising out of the HUP or otherwise.

## **9. TERMINATION**

**9.01** This HUP shall terminate:

- (a) on the 31<sup>st</sup> day March 2045 or
- (b) at the option of the Minister upon written notice to the Applicant:
  - (i) if the work is used for any purpose other than as identified herein;
  - (ii) in the event the Applicant shall not have commenced operations on the Approved Highways for the construction of the work within two (2)

years from the date hereof, the permission hereby granted shall thereupon immediately terminate without further act or notice;

(iii) if the Applicant defaults in observing or performing any of the obligations herein and it fails to remedy or to diligently take steps with a view of remedying such default within a reasonable period of time after the same has been brought to the attention of the Applicant by the Minister by way of written notice thereof, the Minister may at his sole discretion and without recourse by the Applicant terminate the HUP; or

(iv) if in the sole opinion of the Minister the Construction or the work is creating a situation hazardous to the general public or the highway infrastructure

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

**9.02** At the expiry of the term under Clause 9.01(a) this HUP may be renewed for successive periods, each such renewal to be on substantially the same terms and conditions as set out in this HUP, excepting the payment of fees which may be established or provided for by legislation or regulation, until the work is abandoned as set out in Clause 9.04 or until it is terminated in accordance with Clause 9.01(b).

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

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

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

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

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

## **10. NATURE OF HUP**

**10.01** The Applicant's right to occupy the Approved Highways pursuant to this HUP is as a mere licensee. This HUP does not grant nor convey to the Applicant any title to the Approved Highways.

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

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

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

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

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

**10.07** The granting of this HUP shall in no way impede nor affect any persons' right to operate vehicles or other mobile equipment across the work at those locations described in Schedule "A".

**11. NOTICE**

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

**Minister of Transportation and Infrastructure  
PO Box 6000  
Fredericton NB  
E3B 5H1**

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

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

**City of Saint John  
15 Market Square  
Saint John NB  
E2L 4L1  
Attention: Common Clerk  
Fax: (506) 674-4214**

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

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

**12. NEW BRUNSWICK LAWS OR REGULATIONS**

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

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

**13. SINGULAR - PLURAL**

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

**14. BINDING EFFECT**

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

**15. ASSIGNMENT**

**15.01** This HUP, and the permission granted hereby, shall not be assigned by the Applicant without the prior written consent of the Minister and such consent shall not be unreasonably withheld or delayed.

**16. NON-WAIVER**

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

**17. AMENDMENTS**

**17.01** If at any time during the continuance of this HUP the parties deem it necessary or expedient to make any alteration or additions to this HUP, they may do so by means of a written amendment between them which shall be supplemental to and form part of this HUP.

**18. TIME**

**18.01** Time is of the essence in this HUP.

**19. DISCONTINUANCE**

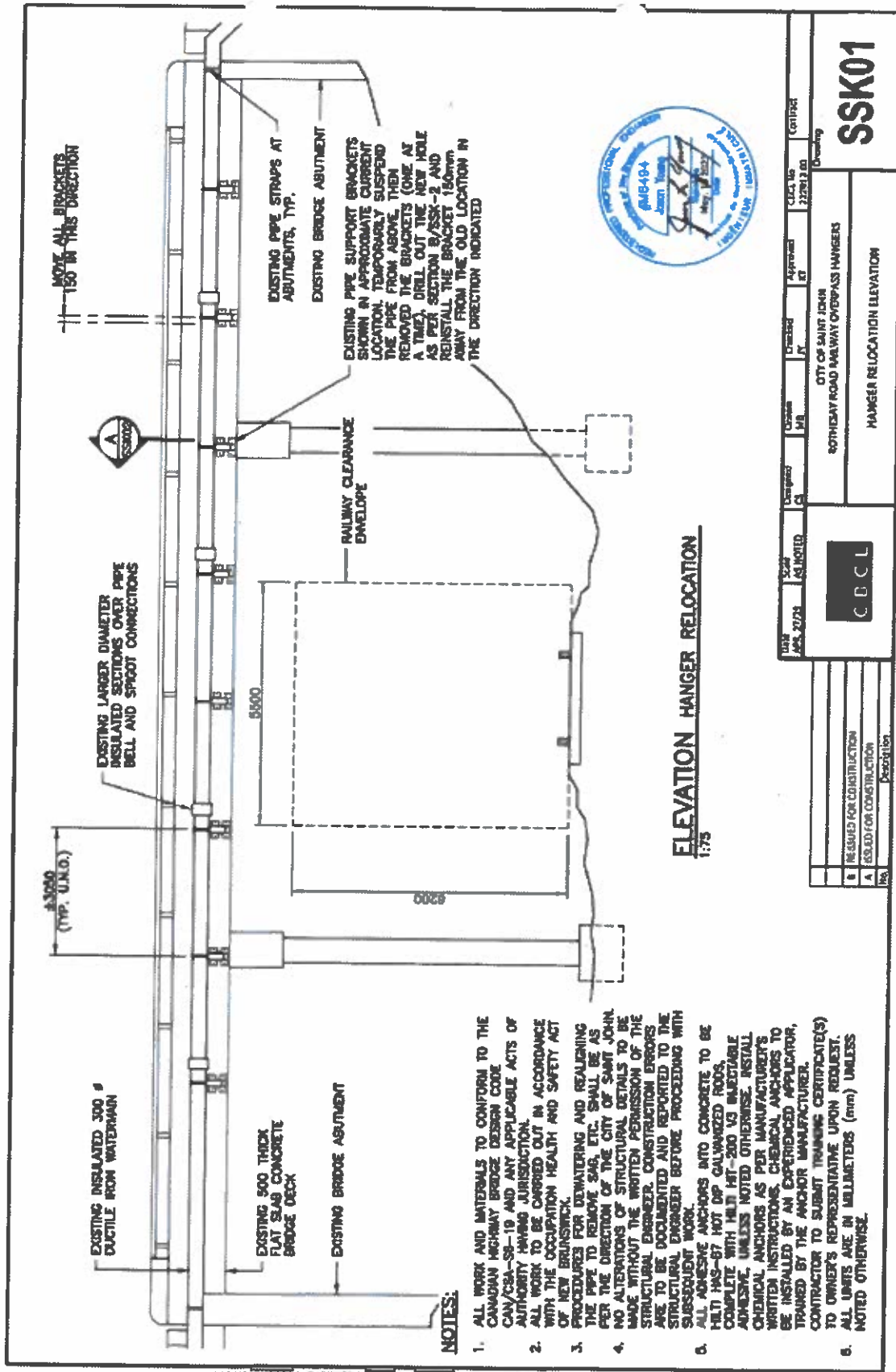
**19.01** In the event that the Minister intends to discontinue any of the Approved Highways, the Minister shall provide reasonable notice to the Applicant of such intention; provided that the Applicant shall be responsible in accordance with the provisions of Section 6 as a result of such discontinuance.



**Schedule "A"****Transportation and Infrastructure****District 4**

<b>Highway/Location</b>	<b>Type/ Classification</b>	<b>Description</b>	<b>Length of Lineal Occupation (Km)</b>	<b>Permit Number</b>
Route 100 (Structure B741)	Collector	Lineal	0.272	202311R010000401

Schedule "B"



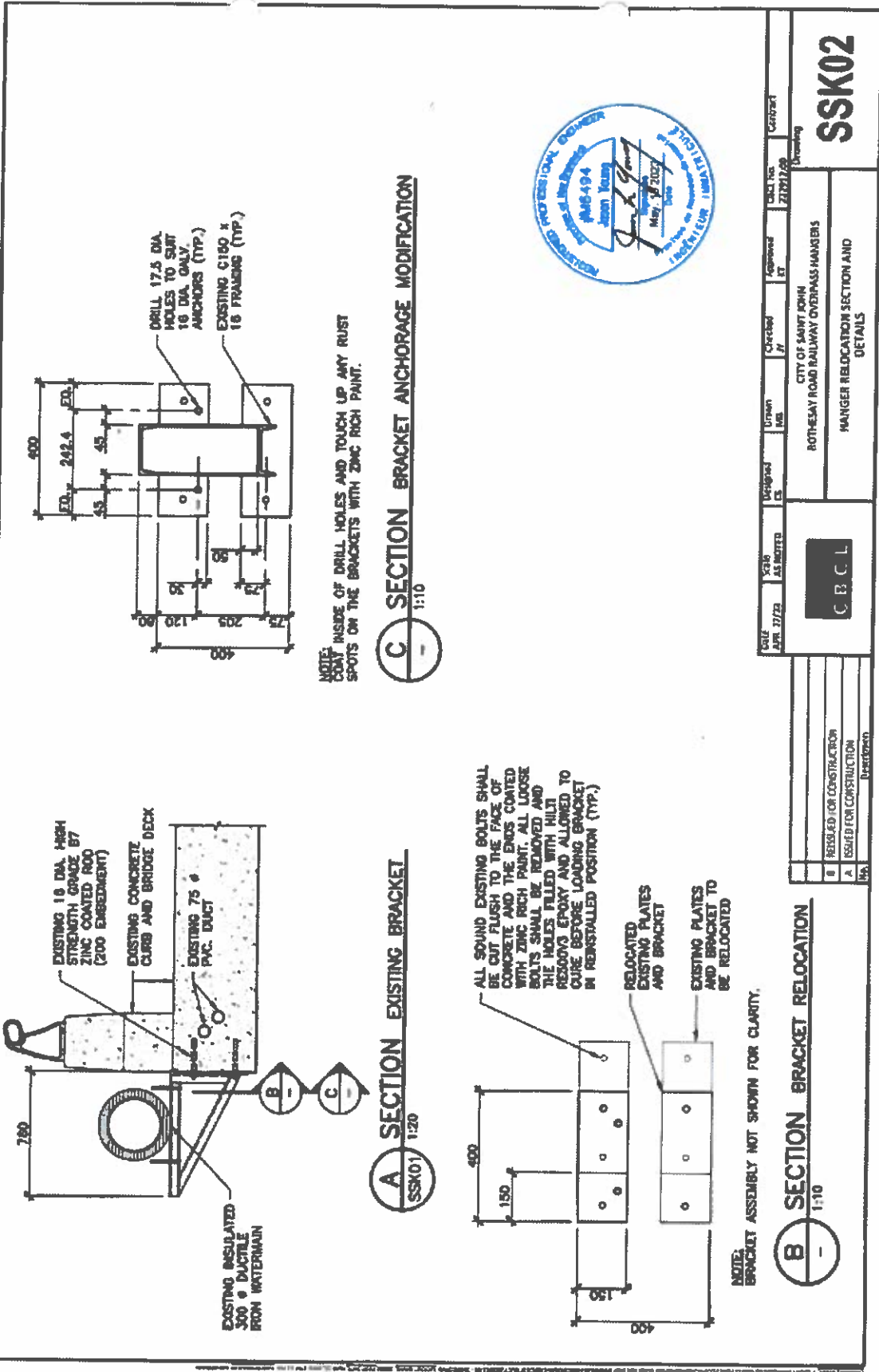
**ELEVATION HANGER RELOCATION**  
1:75

**NOTES:**

1. ALL WORK AND MATERIALS TO CONFORM TO THE CANADIAN HIGHWAY BRIDGE DESIGN CODE CAN/CES-S8-19 AND ANY APPLICABLE ACTS OF AUTHORITY HAVING JURISDICTION.
2. ALL WORK TO BE CARRIED OUT IN ACCORDANCE WITH THE OCCUPATION HEALTH AND SAFETY ACT OF NEW BRUNSWICK.
3. PROCEDURES FOR DOWATERING AND REALIGNING THE PIPE TO REMOVE SAG, ETC. SHALL BE AS MADE WITHOUT THE WRITTEN PERMISSION OF THE STRUCTURAL ENGINEER. CONSTRUCTION ERRORS ARE TO BE DOCUMENTED AND REPORTED TO THE STRUCTURAL ENGINEER BEFORE PROCEEDING WITH SUBSEQUENT WORK.
4. ALL ADHESIVE ANCHORS INTO CONCRETE TO BE MILT HAG-B7 HOT DIP GALVANIZED RODS, COMPLETE WITH MILT HIT-200 VG BULKABLE ADHESIVE, UNLESS NOTED OTHERWISE. INSTALL CHEMICAL ANCHORS AS PER MANUFACTURER'S WRITTEN INSTRUCTIONS. CHEMICAL ANCHORS TO BE INSTALLED BY AN EXPERIENCED APPLICATOR, TRAINED BY THE ANCHOR MANUFACTURER. CONTRACTOR TO SUBMIT TRAINING CERTIFICATE(S) TO OWNER'S REPRESENTATIVE UPON REQUEST.
5. ALL UNITS ARE IN MILLIMETERS (mm) UNLESS NOTED OTHERWISE.

DATE APR. 27/24	SCALE AS NOTED	DESIGNED CJ	CHECKED MB	DRAWN JT	APPROVED ET	CAD FILE 232813.dwg	DATE 05/17/24
<b>C B C L</b>							
CITY OF SAINT JOHN							
ROTHSAY ROAD RAILWAY OVERPASS HANGERS							
HANGER RELOCATION ELEVATION							
<b>SSK01</b>							
NO.	DATE	DESCRIPTION					
1		ISSUED FOR CONSTRUCTION					
2		ISSUED FOR CONSTRUCTION					

Schedule "B"



NOTE: COAT INSIDE OF DRILL HOLES AND TOUCH UP ANY RUST SPOTS ON THE BRACKETS WITH ZINC RICH PAINT.

ALL SOUND EXISTING BOLTS SHALL BE CUT FLUSH TO THE FACE OF CONCRETE AND THE ENDS COATED WITH ZINC RICH PAINT. ALL LOOSE BOLTS SHALL BE REMOVED AND THE HOLES FILLED WITH MILT RESINOUS EPOXY AND ALLOWED TO CURE BEFORE LOADING BRACKET IN REINSTALLED POSITION (TYP.)

RELOCATED EXISTING PLATES AND BRACKET  
EXISTING PLATES AND BRACKET TO BE RELOCATED

NOTE: BRACKET ASSEMBLY NOT SHOWN FOR CLARITY.

**A SECTION EXISTING BRACKET**  
SSK01 1:20

**C SECTION BRACKET ANCHORAGE MODIFICATION**  
1:10

**B SECTION BRACKET RELOCATION**  
1:10



DATE APR 27/22	YEAR AS NOTED	DESIGNED ES	UPON MS	CHECKED JT	APPROVED ET	DIST NO. 21217/20	CONTRACT
CITY OF SAINT JOHN ROTHELY ROAD RAILWAY OVERPASS HAANGERS							Drawing
C B C L							SSK02
HANGER RELOCATION SECTION AND DETAILS							

ISSUED FOR CONSTRUCTION	DATE	BY
ISSUED FOR CONSTRUCTION		
REWORK		

**AFFIDAVIT**

I, Jonathan Taylor, of Saint John, in the County of Saint John and Province of New Brunswick,  
MAKE OATH AND SAY:

1. THAT I am the Clerk of Saint John, a duly incorporated Municipality under and by virtue of the laws of the Province of New Brunswick having its office therein at Saint John, in the County of Saint John and Province of New Brunswick.

2. THAT the signatures "Donna Noade Reardon" and "Jonathan Taylor" set and subscribed to the foregoing Indenture are the signatures of Donna Noade Reardon and Jonathan Taylor, the Mayor and Clerk of Saint John and is in our true and proper handwriting.

3. THAT the Mayor and the Clerk are the authorized signing officers to execute documents in the name of and on behalf of the Municipality.

4. THAT the said Indenture was executed by the Mayor and Clerk of the said Municipality to and for the uses and purposes therein expressed and contained.

SWORN TO AT Saint John, )  
in the County of Saint John and Province )  
of New Brunswick this \_\_\_\_\_ day of )  
\_\_\_\_\_, 2025 )  
)  
)  
BEFORE ME, )  
)  
\_\_\_\_\_)  
A Commissioner of Oaths )

\_\_\_\_\_  
Jonathan Taylor

## COMMON COUNCIL REPORT

M&C No.	2026-084
Report Date	April 08, 2026
Meeting Date	April 20, 2026
Service Area	Utilities and Infrastructure Services

Her Worship Mayor Donna Noade Reardon and Members of Common Council

**SUBJECT: Construction Management (CM) services for the upcoming Canada Games Aquatic Center (CGAC) renovations Award**

### **AUTHORIZATION**

Primary Author	Commissioner/Dept. Head	Chief Administrative Officer
<i>Samir Yammine</i>		<i>Ian Fogan</i>

### **RECOMMENDATION**

It is recommended;

The City enter the contract with Lindsay Construction Limited for construction management services at the Canada Games Aquatic Center, generally in the form as attached hereto to this M&C 2026-084, and that the Mayor and Clerk be authorized to execute the said contract and any other documents ancillary thereto.

### **EXECUTIVE SUMMARY**

The purpose of this report is to seek Council’s approval to award the contract for the Construction Management (CM) services for the upcoming Canada Games Aquatic Centre (CGAC) renovations to Lindsay Construction Limited.

The city will engage a Construction Management (CM) company using CCDC 5B 2025 contract for services and construction.

CCDC 5B consists of two phases:

- 1- Phase 1- pre-construction services. This work will involve the CM collaborating with the consultant team to perform the following:
  - a. Class A Cost based on detailed design development and construction of tender documents.
  - b. Prepare a construction schedule showing availability of materials and labour, subcontractors and supplier contracts, identify products that may require pre-ordering, corrective action if cost exceeds budget, risk management, etc.
  - c. Develop a Guaranteed Maximum Price (GMP)



## 2- Phase 2- Construction Phase.

Under the CCDC 5B contract, the city of Saint John is only committed to proceeding with the pre-construction phase. However, the construction services phase will not be awarded or proceed until a written authorization, and all conditions have been met as per the City's satisfaction such as: City has agreed on the Guaranteed Maximum Price (GMP) and/or all funding has been received and approved by the FRSC and the city.

The city will continue working diligently with the CM, consulting team, various stakeholders and levels of government, to secure funding and finalize the construction cost that is acceptable to the city and FRSC.

The Board of Directors of the Fundy Regional Service Commission (FRSC) has authorized the advancement of the Construction Management (CM) Phase 1 pre-construction (See Appendix A Resolution).

The City of Saint John has received formal approval from ACOA to cover 80% toward the total eligible cost of the Phase 1 pre-construction.

### ***PREVIOUS RESOLUTION***

M&C 2025-177: It is recommended:

- 1) that the proposal submitted by MacLennan Jaunkalns Miller Architects (MJMA) Ltd, for Professional Services for the Canada Games Aquatic Centre (CGAC) Renovations project, in the amount of \$1,473,410.50 plus HST, be accepted, with the understanding that Phases C, D and E are conditional on 40% approved funding from the Regional Development Corporation (RDC) as well as the approval by the Fundy Regional Service Commission of the entirety of the capital plan for the CGAC renovation project.; and
- 2) that the Mayor and City Clerk be authorized to execute the necessary contract documents.

M&C 2026-023: It is Recommended:

- 1) that the revised cost submitted by ACRE Architects/MacLennan Jaunkalns Miller Architects (MJMA) Ltd, for Professional Services for the Canada Games Aquatic Centre (CGAC) Renovations Project for Phase C -Detailed Design be accepted and the award amount be amended from \$509,783 to \$854,000 plus HST.
- 2) Additionally, that the revised cost submitted by ACRE Architects/MacLennan Jaunkalns Miller Architects (MJMA) Ltd, for Professional Services for the Canada Games Aquatic Centre (CGAC) Renovations Project for Phase D and E- Contract and Construction Management be accepted from \$539,352.50 to \$811,300 plus HST to address the additional cost for Phase D and E, contingent on the approval of funding from the



Regional Development Corporation (RDC) and Federal Government, and the FRSC's capital budget approval process.

## **REPORT**

### **BACKGROUND/PROJECT UPDATE**

In the past 2 years, the city of Saint John in collaboration with the Fundy Region Services Commission (FRSC), Canada Games Council's Technical Review Committee, Canada Games and various consultants team have been working diligently to establish/develop a course of action, funding requirements, risk management plan, project management team, engagement strategy, work plan and budget as well as an implementation plan to complete the construction and all necessary upgrades by June 30, 2028 deadline. The objective is to achieve the expected outcomes and successfully ensuring that the Canada Games aquatic Center building is ready to host the Canada Games in summer 2029 as well as continue serving the Greater Saint John area for many generations to come.

The following is a list of tasks and activities that are completed or in progress:

- Completed an enhancement feasibility study report (Feasibility Study) on the Canada games Aquatic Center facility. The study has helped identifying list of building upgrades as well as Canada Games requirements.
- Engaged a multi-disciplinary team for the design and construction management of the Renovations of the Canada Games Aquatic Centre (CGAC). The consultant team is MacLennan Jaunkalns Miller Architects Ltd and Acre Storied Architecture, which includes other disciplinary consultants. The consultant team has extensive professional services experience in design, planning, programming as well as working knowledge of renovating aquatic facilities across Canada and internationally.
- Project manager was hired by the city to assist in overseeing the CGAC Renovation project.
- Developed a risk management plan to help identify all the risks along with their associated mitigation strategies.
- Established an organization structure overseeing the renovation project. The organization consists of representatives from the city, FRSC, consultant team, external stakeholders, etc.
- Completed conceptual and schematic design of the project including class D & C cost estimates.
- Completed 40% of the detailed design.
- Secured funding from RDC in the amount of \$385,000 to complete the conceptual and schematic design.

- Secured funding from ACOA in the amount of \$971,529 (approximately 80% of the eligible cost) toward Phase C Detailed Design and Preparation of the tender packages.
- Developed a Request for Proposal (RFP) to engage a Construction Management (CM) company to collaborate with the consultant team and the owner for the construction of the CGAC Renovation Project.
- Work is underway to conduct energy audits and help secure funding from FCM toward the renovation project.
- Staff in cooperation with the consultant team and FRSC have conducted various presentations to the Fundy Regional Service Commission (FRSC) Board.
- Continue working to secure funding from the various levels of government toward the construction cost.

### **Project Summary**

- The Canada Games Aquatic Centre renewal is a generational opportunity to strengthen a regional asset and the only 50-meter pool in New Brunswick serving residents from across the province and will stand at the heart of hosting of the 2029 Canada Summer Games.
- This reinvestment will extend the facility's operational life by over 40 years, designed to improve operational efficiency and value to users, and preserve a critical hub in Canada's sport infrastructure network.
- The project will deliver the following:
  - Compliance with Canada Games standards, including expanding the leisure pool.
  - Universal accessibility Upgrades, including expanding the seating area.
  - Gender-inclusive changes rooms.
  - Improved user experience and wayfinding and barrier-free access throughout the facility.
  - Upgrade amenities for adaptive sport users and seniors.
  - Energy efficiency and environmental measures for long term operational savings.
  - Upgrades the Main electrical and lighting systems, and HVAC systems.
  - Renovate the main entrance area.
- The decision to renovate an existing facility was deemed to be up to five times less expensive than pursuing a new construction.

See Appendix B Renderings for the proposed renovation project.

## **CONSTRUCTION MANAGEMENT (CM) ANALYSIS**

The city will be using the CM model to construct the Canada Games Aquatic Center Renovations Project. This model has been widely used successfully by many municipalities and private companies as well as institutions, to deliver new and retrofit capital projects for several types of infrastructure.

The city will engage a Construction Management (CM) company using CCDC 5B 2025 contract for services and construction. Under CCDC 5B, the CM acts as a constructor. They will directly hire and contract the subcontractors, effectively assuming the role and financial risks of a general contractor under a Guaranteed Maximum Price (GMP) once the design is sufficiently complete.

CCDC 5B consists of two phases:

- 3- Phase 1- pre-construction services. This work will involve the CM collaborating with the consultant team to perform the following:
  - a. Class A Cost based on detailed design development and construction of tender documents.
  - b. Prepare a construction schedule showing availability of materials and labour, subcontractors and supplier contracts, identify products that may require pre-ordering, corrective action if cost exceeds budget, risk management, etc.
  - c. Develop a Guaranteed Maximum Price (GMP)
- 4- Phase 2- Construction Phase. The construction services phase will not be awarded or proceed until a written authorization, and all conditions have been met as per the City's satisfaction such as: City has agreed on the Guaranteed Maximum Price (GMP) and/or all funding has been received and approved, and/or approval by the FRSC.

### **Construction Management Scope of work**

The Construction Management (CM) model will involve a construction management company to advise on the design, budget, and scheduling, acting as the City's agent or as a constructor. Key responsibilities include managing trade contracts, overseeing site safety, controlling project costs, and coordinating construction before final design, which provides greater cost certainty and faster, phased project delivery. Unlike a traditional general contractor, the CM typically will be fostering a more collaborative, less adversarial relationship between the design and construction teams, as well as optimizing the project's schedule, cost, and quality. The CM's responsibilities span the entire project lifecycle, from initial planning to final handover.

### Core Responsibilities by Project Phase

The following are the CM key responsibilities for the CGAC Renovation Project:

Phase	Key Responsibilities
<b>Pre-Construction</b>	Assisting with project planning, creating realistic timelines/schedules, and providing preliminary cost estimates. Advising material selection, availability, and the "constructability" of designs.
<b>Procurement</b>	Organizing bid packages, vetting, and recommending subcontractors, and negotiating trade contracts. Helping secure necessary building permits and approvals.
<b>Construction</b>	Supervising and coordinating all on-site trade contractors to ensure they adhere to schedules and quality standards. Managing the budget and authorizing progress payments for work completed.
<b>Safety &amp; Quality</b>	Implementing quality control measures and performing site inspections. Ensuring strict compliance with Canadian building codes and the Occupational Health and Safety Act.
<b>Close-Out</b>	Managing the "punch list" of final deficiencies, resolving warranty issues, and handing over all "as-built" drawings and manuals to the owner.

### Construction Management Model Key Benefits

The construction management (CM) model offers significant advantages, including accelerated project schedules through fast-tracking, reduced costs via open-book financial transparency, and enhanced quality control. It improves collaboration between owners, designers, and contractors early on, while reducing risks and managing complex regulatory compliance.

Key benefits of the construction management model for the CGAC Renovation Project include:

- **Time Savings (Fast-Tracking):** CM allows construction to begin before the final design is complete, enabling "fast-track" scheduling that shortens the overall project duration.
- **Cost Efficiency and Transparency:** Projects operate on an "open-book" basis, meaning all costs are transparent and approved by the owner, reducing unexpected costs and changing orders.

- **Early Contractor Involvement:** A construction manager is involved during the design phase, providing valuable input on constructability, scheduling, and budget, which prevents costly revisions later.
- **Improved Quality and Safety:** CMs ensure high-quality materials and workmanship, adhering to stringent Canadian building codes, safety regulations, and environmental standards.
- **Reduced Risk:** Construction managers specialize in managing risks, minimizing litigation, and navigating complex regulatory compliance.
- **Flexibility:** The model allows for changes and adjustments during the project, providing more flexibility than traditional, rigid methods.

### ***STRATEGIC ALIGNMENT***

The Canada Games Aquatic Center Renovations Project is clearly aligned with the Council's Priorities to invest in sustainable City services, municipal infrastructure as well as by enhancing quality of life and improving recreation programming in a safe place to live.

### ***SERVICE AND FINANCIAL OUTCOMES***

Under the CCDC 5B contract, the city of Saint John is only committed to proceeding with the pre-construction phase. However, the construction phase will start once all the conditions under CCDC 5B are met to the city's satisfaction.

The pre-construction phase will involve the CM collaborating with the consultant team to perform the following:

- Class A Cost based on detailed design development and construction tender documents.
- Prepare a construction schedule showing availability of materials and labour, subcontractors and supplier contracts, identify products that may require pre-ordering, corrective action if cost exceeds budget, risk management, etc.
- Develop a Guaranteed Maximum Price (GMP)

Total pre-construction phase is \$55,500+HST.

The pre-construction phase breakdown cost is as follows:

- Total cost: \$55,500
- ACOA Funding (80%): \$44,400
- FRSC Contribution: \$4,995
- City of Saint Contribution: \$6,105



The city contribution will be charged to the 2026 City General capital program and is already part of the approved 2026 Capital Budget.

The approved 2026 Capital Budget contained a city contribution of \$374,047.

The city will continue working diligently with the CM, consulting team and various stakeholders and various levels of government, to secure funding and finalize the construction cost that is acceptable to the city and FRSC.

**INPUT FROM OTHER SERVICE AREAS AND STAKEHOLDERS**

Supply Chain Management facilitated the Request for Proposal (RFP) process to solicit proposals for the Construction Management Services. As such the RFP closed on Friday, February 20, 2026, with the following proponents responding by submitting proposals:

Iron Maple Constructors	Dartmouth, Nova Scotia
Lindsay Construction Limited	Dartmouth, Nova Scotia
Acadian Construction (1991) Ltd	Dieppe, New Brunswick
Commercial Spa Services LLC DBA Am-Finn Sauna Company	Caldwell, Idaho
Pomerleau Inc.	Bedford, NS

A review committee, consisting of staff from Asset Management, the Fundy Regional Service Commission and the City’s consultant reviewed the submissions for completeness and compliance with the RFP requirements and selection criteria consisting of the following:

1. Quality & Completeness
2. Qualifications & Capacity of the Project Team
3. Proposed Schedule of Work & Proposed Construction Management Plan
4. References

Following this, the financial proposals were opened and evaluated. Corresponding scores were then added to the technical scores to establish the overall ranking of the submissions.

Lindsay Construction Limited’s proposal was the highest ranked overall proposal offering a strong overall solution for the city.

The above processes are in accordance with the City’s Strategic Procurement Policy and Supply Chain Management supports the recommendations being put forth.



<b>Name of Service Area/Stakeholder</b>	<b>Name of Staff Person</b>
Strategic Services	Jodie Forgie, Chris Roberts
Corporate Services	Jacqueline Boucher
Utilities and Infrastructure Services	Jeff Rogers, Samir Yammine
Fundy Regional Service Commission (FRSC)	Graeme Stewart-Robertson

***ATTACHMENTS***

**Appendix A:** Fundy Regional Service Commission Board Resolution (**January 29<sup>th</sup>, 2026**).

**Appendix B:** CGAC Proposed Renovation Project Renderings.

**Appendix C:** CCDC 5B 2025 contract for services and construction.

**Appendix A: Fundy Regional Service Commission Board Resolution (January 29<sup>th</sup>, 2026)**

**Board Resolutions Adopted (January 29, 2026):**

RM-2026-004

Moved: Director Grant

Seconded: Director MacKenzie

THAT the Board accepts the consultants' presentation and report on Phase B of the CGAC Enhancement Project design and authorize the advancement to Phase C, inclusive of the City of Saint John securing Construction Management (CM) services, conditional on formal approval from ACOA of 80% funding support for the Phase C budget, and the balance drawn from the 2026 capital budget allocation.

Result: Motion Carried



April 7<sup>th</sup>, 2026.

# Canada Games Aquatic Center Renovation

Concept Drawings

# CANADA GAMES 2029

THE WELCOME





# ROAD TO 2029 APPROACH





# The Entrance







# Construction Management Contract — for Services and Construction CCDC 5B — 2025

Name of the Work

2026 -081201P – Construction Management Services – Canada Games Aquatic Centre (CGAC) Renovations

Apply a CCDC 5B copyright seal here.

The application of the seal demonstrates the intention of the party proposing the use of this document that it be an accurate and unamended form of CCDC 5B — 2025 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

# CCDC 5B CONSTRUCTION MANAGEMENT CONTRACT – FOR SERVICES AND CONSTRUCTION

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CCDC 5B is the product of a consensus-building process aimed at balancing the interests of all parties on the construction project. It reflects recommended industry practices. The CCDC and its constituent member organizations do not accept any responsibility or liability for loss or damage which may be suffered as a result of the use or interpretation of CCDC 5B.

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**AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER**

This Agreement made on \_\_\_\_\_ day of April \_\_\_\_\_ in the year 2026  
by and between the parties

The City of Saint John

hereinafter called the “Owner”  
and

Lindsay Construction Limited

hereinafter called the “Construction Manager”

The Owner and Construction Manager agree as follows:

**ARTICLE A-1 THE SERVICES AND THE WORK**

The Construction Manager shall

1.1 perform the Pre-construction Services, the Construction Services and the Work for (insert below the name of the Project)

Canada Games Aquatic Centre Renovations

located at (insert below the Place of the Work)

50 Union Street  
Saint John, NB  
E2L 1A1

and as further described in Article A-3 of the Agreement – DESCRIPTION OF THE PROJECT, for which the Agreement has been signed by the parties, and for which (insert below the name of the Consultant)

Acre Architects  
75 Prince William Street  
Saint John, NB E2L 2B2

is acting as and is hereinafter called the “Consultant”, and

1.2 do and fulfill everything indicated by the Contract Documents, and

1.3 commence the Pre-construction Services by the 21st \_\_\_\_\_ day of April \_\_\_\_\_ in the year 2026 and continue to provide the Pre-construction Services and the Construction Services, in accordance with the Construction Schedule. The Construction Manager’s obligation to provide the services described in Schedule A1 – PRE-CONSTRUCTION SERVICES and Schedule B – CONSTRUCTION SERVICES shall end no later than one year after the date of Ready-for-Takeover.

1.4 perform the Work in accordance with Project Schedule and the Construction Schedule, and:

- .1 attain Ready-for-Takeover by the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ ,
- .2 in the event that no date of Ready-for-Takeover is specified, in accordance with a date mutually agreed after the signing of this Contract, or
- .3 end the obligation to perform Work no later than the 30 \_\_\_\_\_ day of June \_\_\_\_\_ in the year 2028 .

## ARTICLE A-2 AGREEMENTS AND AMENDMENTS

- 2.1 The *Contract* supersedes all prior negotiations, representations or agreements, either written or oral, relating in any manner to the *Project*.
- 2.2 This *Contract* may be amended only as provided in the *Contract Documents*.

## ARTICLE A-3 DESCRIPTION OF THE PROJECT

- 3.1 Following is a description of the *Project* including intended use, scope, *Construction Budget*, phases if applicable, sequential bidding if applicable, and *Project Schedule*, including the anticipated date of *Ready-for-Takeover*:

This project consists of the renovation and upgrade of the Canada Games Aquatic Centre located at 50 Union Street, Saint John New Brunswick, E2L 1A1. Including improvements to existing aquatic facilities, building systems, and associated architectural, structural, mechanical and electrical components.

The work includes selective demolition, rehabilitation, and new construction as required to support the facility upgrade. The Construction Manager shall provide pre-construction services and construction services for the project in accordance with this contract, including cost estimating, scheduling, procurement, site management, and coordination of trade contractors. The Construction Manager will procure and manage sub trade contracts.

The areas of the facility the work will take place in are itemized below.

Zone A Entrance, Lobby and Administration, Renovation and Expansion  
Zone B Exterior entrance and parking upgrades  
Zone C Spectators Bleacher Seating  
Zone D Fitness Centre Renovations  
Zone E Leisure Pool Reconfiguration  
Zone F Change Room Reconfiguration and Renovations  
Zone G Natatorium/Bulkhead Renovations  
Zone H Pool Deck Bleacher Replacement and Reconfiguration  
Zone I Meeting Room Reconfiguration and Renovations  
Zone J Lifeguard, Meeting and Storage Room Reconfiguration  
Zone K Leisure Pool Filtration  
Zone L MP Room and Clinic Renovations

## ARTICLE A-4 CONTRACT DOCUMENTS

4.1 The following are the *Contract Documents* referred to in Article A-1 of the Agreement – THE SERVICES AND THE WORK:

- Agreement between *Owner* and *Construction Manager*
- Definitions
- General Conditions
- Appendix 1 – Stipulated Price Option
- Appendix 2 – Guaranteed Maximum Price (“GMP”) Option
- Appendix 3 – GMP Plus Percentage Cost Savings Option
- Schedule A1 – PRE-CONSTRUCTION SERVICES
- Schedule A2 – REIMBURSABLE EXPENSES FOR PRE-CONSTRUCTION SERVICES
- Schedule B – CONSTRUCTION SERVICES
- Schedule C – TIME-BASED RATES FOR CONSTRUCTION MANAGER’S PERSONNEL
- Schedule D – CONSTRUCTION EQUIPMENT RATES
- *Construction Documents*

\*

- Supplementary Conditions (dated April \_\_, 2026)
- RFP 2026-081201P – Construction Management Services – Canada Games Aquatic Centre (CGAC) Renovations (with three Addenda)
- Lindsay Construction Online Submission Form No. 2026-081201P | February 20, 2026
- Response to Request for Proposals No. 2026-081201P No. 26-0161 | February 20, 2026

□

\* (Insert here, attaching additional pages if required, a list identifying all other Contract Documents)

## ARTICLE A-5 CONSTRUCTION MANAGER'S FEE FOR PRE-CONSTRUCTION SERVICES

- 5.1 The *Fee for Pre-construction Services*, excluding *Value-Added Taxes*, is comprised of one or more of the following:
- .1\* A total fixed fee of \$55,500.00. This amount shall be prorated into monthly progress payments.
  - .2\* Time-based fees for personnel employed by the *Construction Manager* and engaged in providing the *Pre-construction Services* to the level of effort agreed prior to the commencement of the *Pre-Construction Services* based on the rates set out in Schedule C – TIME-BASED RATES FOR CONSTRUCTION MANAGER'S PERSONNEL.
- \* *Strike out inapplicable paragraph, if any.*
- 5.2 ~~For the purposes of paragraph 7.1.9.2 of GC 7.1 OWNER'S RIGHT TO PERFORM THE WORK, TERMINATE THE CONSTRUCTION MANAGER'S RIGHT TO CONTINUE WITH THE WORK OR TERMINATE THE CONTRACT and paragraph 7.2.5.4 of GC 7.2 CONSTRUCTION MANAGER'S RIGHT TO SUSPEND THE WORK OR TERMINATE THE CONTRACT, and unless otherwise agreed by the parties, the amount for such other direct damages for which the *Construction Manager* is entitled shall be a percentage of the latest accepted *Construction Cost Estimate* as set out below:~~
- ~~.1 \_\_\_\_\_ percent (\_\_\_\_%) if termination occurs prior to the acceptance of a *Class D Construction Cost Estimate*,~~
  - ~~.2 \_\_\_\_\_ percent (\_\_\_\_%) if termination occurs prior to the acceptance of a *Class C Construction Cost Estimate*,~~
  - ~~.3 \_\_\_\_\_ percent (\_\_\_\_%) if termination occurs prior to the acceptance of a *Class B Construction Cost Estimate*, or~~
  - ~~.4 \_\_\_\_\_ percent (\_\_\_\_%) if termination occurs prior to the acceptance of a *Class A Construction Cost Estimate*.~~

## ARTICLE A-6 REIMBURSABLE EXPENSES FOR PRE-CONSTRUCTION SERVICES

- 6.1 ~~The reimbursable expenses for *Pre-construction Services* are the actual expenses, supported by receipts or invoices, that the *Construction Manager* incurs in performing the *Pre-construction Services*, and as identified in Schedule A2 REIMBURSABLE EXPENSES FOR PRE-CONSTRUCTION SERVICES, or otherwise approved in writing by the *Owner* before the expenses are incurred.~~
- 6.2 ~~The reimbursable expenses shall be payable in monthly progress payments as incurred, plus an administrative charge of \_\_\_\_\_ percent (\_\_\_\_%) applied on the actual expenses.~~
- 6.3 ~~The reimbursable expenses exclude *Value Added Taxes*.~~
- 6.4 ~~The *Owner* may require the *Construction Manager* to provide, prior to incurring any reimbursable expenses, an estimate of the total amount for reimbursable expenses.~~

## ARTICLE A-7 CONSTRUCTION MANAGER'S FEE FOR CONSTRUCTION SERVICES

- 7.1 The *Fee for Construction Services*, excluding *Value-Added Taxes*, is comprised of one or more of the following:
- ~~.1\* A total fixed fee of \_\_\_\_\_.~~ This amount shall be prorated into the monthly progress payments.
  - .2\* A percentage fee of seven point three two percent ( 7.32 %) of the *Cost of the Work* payable in monthly progress payments. If the *Owner* furnishes labour or material at or below market cost, the *Cost of the Work* upon which the *Fee for Construction Services* is calculated shall be adjusted as if all labour and material were furnished and paid for at market prices at the time of construction.
- \* *Strike out inapplicable paragraph, if any.*

## ARTICLE A-8 COST OF THE WORK

- 8.1 The *Cost of the Work* shall be limited to the actual cost of the following incurred by the *Construction Manager* in performing the *Work*:

### Labour

- .1 rates that are listed in the schedule or as agreed by the *Owner* and the *Construction Manager* including wages, benefits, compensation, contributions, assessments, or taxes incurred for such items as employment insurance, provincial or territorial health insurance, workers' compensation, and Canada or Quebec Pension Plan for:
  - (1) trade labour in the direct employ of the *Construction Manager*;
  - (2) the *Construction Manager's* personnel when stationed at the field office;

- (3) the *Construction Manager's* personnel engaged at shops or on the road, in expediting the production or transportation of materials or equipment; and
- (4) the *Construction Manager's* office personnel engaged in a technical capacity, or other personnel identified in Article A-4 of the Agreement – CONTRACT DOCUMENTS for the time spent in the performance of the *Work*;

**Products, Construction Equipment and Temporary Work**

- .2 cost of all *Products* including cost of transportation thereof;
- .3 in the absence of agreed rates, cost less salvage value of *Construction Equipment, Temporary Work* and tools, exclusive of hand tools under \$1,000 owned by the *Construction Manager*;
- .4 rental cost of *Construction Equipment, Temporary Work* and tools, exclusive of hand tools under \$1,000;
- .5 cost of all equipment and services required for the *Construction Manager's* field office;

**Subcontract**

- .6 subcontract amounts of *Subcontractor* with pricing mechanism approved by the *Owner*;
- .7 costs to the *Construction Manager* resulting from default, insolvency, abandonment, or termination of any *Subcontractor*;

**Others**

- .8 travel and subsistence expenses of the *Construction Manager's* personnel described in paragraph 8.1.1;
- .9 deposits lost provided that they are not caused by negligent acts or omissions of the *Construction Manager*;
- .10 cost of quality assurance such as independent inspection and testing services;
- .11 charges levied by authorities having jurisdiction at the *Place of the Work*;
- .12 royalties, patent license fees, and damages for infringement of patents and cost of defending suits therefor subject always to the *Construction Manager's* obligations to indemnify the *Owner* as provided in paragraph 10.3.1 of GC 10.3 – PATENT FEES;
- .13 premium for all contract securities and insurance for which the *Construction Manager* is required, by the *Contract Documents*, to provide, maintain and pay in relation to the performance of the *Work*;
- .14 losses and expenses sustained by the *Construction Manager* for matters which are the subject of insurance under the policies prescribed in GC 11.1 – INSURANCE when such losses and expenses are not recoverable because the amounts are in excess of collectible amounts or within the deductible amounts;
- .15 taxes and duties, other than *Value Added Taxes*, income, capital, or property taxes, relating to the *Work* for which the *Construction Manager* is liable;
- .16 charges for voice and data communications, courier services, expressage, transmittal and reproduction of documents, and petty cash items;
- .17 cost for removal and disposal of waste products and debris;
- .18 cost of safety measures and requirements;
- .19 legal costs, incurred by the *Construction Manager*, in relation to the performance of the *Work* provided that they are not:
  - (1) relating to a dispute between the *Owner* and the *Construction Manager* unless such costs are part of a settlement or awarded by arbitration or court,
  - (2) the result of the negligent acts or omissions of the *Construction Manager*, or
  - (3) the result of a breach of this *Contract* by the *Construction Manager*;
- .20 cost of auditing when requested by the *Owner*; and
- .21 cost of *Project* specific information technology in accordance with the method determined by the parties.

8.2 Notwithstanding any other provisions contained in this *Contract*, it is the intention of the parties that the cost of any item under any cost element referred to in paragraph 8.1 shall cover and include any and all costs incurred by the *Construction Manager* in performing the *Work* other than those which are the result of or occasioned by any failure on the part of the *Construction Manager* to exercise reasonable care and diligence in the *Construction Manager's* attention to the *Work*. Any cost due to failure on the part of the *Construction Manager* to exercise reasonable care and diligence in the *Construction Manager's* performance of the *Work* shall be borne by the *Construction Manager*.

8.3 The *Cost of the Work* excludes *Value Added Taxes*.

8.4 All cash discounts shall accrue to the *Construction Manager* unless the *Owner* deposits funds with the *Construction Manager* with which to make payments, in which case the cash discounts shall accrue to the *Owner*.

8.5 All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment applicable to the *Work* shall accrue to the *Owner*, and the *Construction Manager* shall make provisions so that they can be secured.

## ARTICLE A-9 CONTRACT PRICE

- 9.1 The *Contract Price* is equal to the sum of:
- .1 the *Fee for Pre-construction Services* determined in accordance with Article A-5 of the Agreement – CONSTRUCTION MANAGER’S FEE FOR PRE-CONSTRUCTION SERVICES,
  - .2 the reimbursable expenses related to the *Pre-construction Services* determined in accordance with Article A-6 of the Agreement – REIMBURSABLE EXPENSES FOR PRE-CONSTRUCTION SERVICES,
  - .3 the *Fee for Construction Services* determined in accordance with Article A-7 of the Agreement – CONSTRUCTION MANAGER’S FEE FOR CONSTRUCTION SERVICES, and
  - .4 the *Cost of the Work* determined in accordance with Article A-8 of the Agreement – COST OF THE WORK.
- 9.2 All amounts shall be subject to adjustments as provided in the *Contract Documents*, whether or not the *Owner* and the *Construction Manager* agree to exercise any of the options set out in Article A-10 of the Agreement – OPTIONS.
- 9.3 All amounts in this Agreement are in Canadian funds.

## ARTICLE A-10 OPTIONS

- 10.1 The *Owner* and the *Construction Manager* may agree to exercise the options described in paragraphs 10.2 to 10.4 any time during the term of this *Contract*. Any agreement to exercise any of the following options after signing this *Contract* shall be recorded by a *Change Order*.
- 10.2 STIPULATED PRICE OPTION  
This *Contract* is changed to a stipulated price contract as set out in Appendix 1 – Stipulated Price Option and Appendix 1 – Stipulated Price Option shall be incorporated, by a *Change Order*, into this *Contract*.
- 10.3 GUARANTEED MAXIMUM PRICE (“GMP”) OPTION  
The *Contract Price* is guaranteed by the *Construction Manager* not to exceed the amount of the agreed *Guaranteed Maximum Price* as set out in Appendix 2 – Guaranteed Maximum Price (“GMP”) Option and Appendix 2 – Guaranteed Maximum Price (“GMP”) Option shall be incorporated, by a *Change Order*, into this *Contract*.
- 10.4 GMP PLUS PERCENTAGE COST SAVINGS OPTION
- .1 The *Contract Price* is guaranteed by the *Construction Manager* not to exceed the amount of the agreed *Guaranteed Maximum Price* as set out in Appendix 3 – GMP Plus Percentage Cost Savings Option and Appendix 3 – GMP Plus Percentage Cost Savings Option shall be incorporated, by a *Change Order*, into this *Contract*.
  - .2 At the conclusion of the *Project*,
    - (1) if the *Contract Price* exceeds the *Guaranteed Maximum Price*, the difference will be paid by the *Construction Manager* without reimbursement by the *Owner*.
    - (2) if the *Contract Price* is less than the *Guaranteed Maximum Price*, the difference will be disbursed in accordance with Appendix 3 – GMP Plus Percentage Cost Savings Option.

## ARTICLE A-11 PAYMENT

- 11.1 Subject to the provisions of the *Contract Documents* and *Payment Legislation*, and in accordance with legislation and statutory regulations respecting holdback percentages, the *Owner* shall:
- .1 make progress payments to the *Construction Manager* on account of the compensation for the *Pre-construction Services* as described in paragraphs 9.1.1 and 9.1.2 of Article A-9 of the Agreement – CONTRACT PRICE when due together with such applicable *Value Added Taxes* as may be applicable to such payments,
  - .2 make progress payments to the *Construction Manager* on account of the *Fee for Construction Services* and the *Cost of the Work* as described in paragraphs 9.1.3 and 9.1.4 of Article A-9 of the Agreement – CONTRACT PRICE when due, in the amount certified by the *Consultant* unless otherwise prescribed by *Payment Legislation* together with such applicable *Value Added Taxes* as may be applicable to such payments,
  - .3 upon *Substantial Performance of the Work*, pay to the *Construction Manager* the unpaid balance of the holdback amount when due together with such *Value Added Taxes* as may be applicable to such payment, and
  - .4 upon the issuance of the final certificate for payment, pay to the *Construction Manager* the unpaid balance of the *Contract Price* when due together with such *Value Added Taxes* as may be applicable to such payment.

## 11.2 Interest

- .1 Should either party fail to make payments as they become due under the terms of the *Contract* or in an award by adjudication, arbitration or court, interest at the following rates on such unpaid amounts shall also become due and payable until payment:
  - (1) 2% per annum above the prime rate for the first 60 days.
  - (2) 4% per annum above the prime rate after the first 60 days.

Such interest shall be compounded on a monthly basis. The prime rate shall be the rate of interest quoted by  
(Insert name of chartered lending institution whose prime rate is to be used)

for prime business loans as it may change from time to time.

- .2 Interest shall apply at the rate and in the manner prescribed by paragraph 11.2.1 of this Article on the settlement amount of any claim in dispute that is resolved either pursuant to Part 8 of the General Conditions – DISPUTE RESOLUTION or otherwise, from the date the amount would have been due and payable under the *Contract*, had it not been in dispute, until the date it is paid.

## ARTICLE A-12 RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING

12.1 *Notices in Writing* will be addressed to the recipient at the address set out below.

12.2 The delivery of a *Notice in Writing* will be by hand, by courier, by prepaid first class mail, or by other form of electronic communication during the transmission of which no indication of failure of receipt is communicated to the sender.

12.3 A *Notice in Writing* delivered by one party in accordance with this *Contract* will be deemed to have been received by the other party on the date of delivery if delivered by hand or courier, or if sent by mail it will be deemed to have been received five calendar days after the date on which it was mailed, provided that if either such day is not a *Working Day*, then the *Notice in Writing* will be deemed to have been received on the *Working Day* next following such day.

12.4 A *Notice in Writing* sent by any form of electronic communication will be deemed to have been received on the date of its transmission provided that if such day is not a *Working Day* or if it is received after the end of normal business hours on the date of its transmission at the place of receipt, then it will be deemed to have been received at the opening of business at the place of receipt on the first *Working Day* next following the transmission thereof.

12.5 An address for a party may be changed by *Notice in Writing* to the other party setting out the new address in accordance with this Article.

### Owner

City of Saint John

*name of Owner\**

15 Market Square, Saint John, NB E2L 4L1

*address*

generalcounsel@saintjohn.ca

*email address*

### Construction Manager

Lindsay Construction Limited

*name of Construction Manager\**

4-535 Westmorland Road, Saint John, NB E1E 4E3

*address*

marc.dixon@lindsayconstruction.ca

*email address*

**Consultant**

Acre Architects

*name of Consultant\**

75 Prince William Street  
Saint John, NB E2L 2B2

*address*

stephen@theacre.ca

*email address*

*\* If it is intended that a specific individual must receive the notice, that individual's name shall be indicated.*

**ARTICLE A-13 LANGUAGE OF THE CONTRACT**

13.1 When the *Contract Documents* are prepared in both the English and French languages, it is agreed that in the event of any apparent discrepancy between the English and French versions, the English/French # language shall prevail.

*# Complete this statement by striking out inapplicable term.*

13.2 This Agreement is drawn in English at the request of the parties hereto. La présente convention est rédigée en anglais à la demande des parties.

**ARTICLE A-14 SUCCESSION**

14.1 The *Contract* shall enure to the benefit of and be binding upon the parties hereto, their respective heirs, legal representatives, successors, and assigns.

**The parties have executed this Agreement.**

**OWNER**

City of Saint John

\_\_\_\_\_  
*name of Owner*

\_\_\_\_\_  
*signature*

\_\_\_\_\_  
*name and title of person signing*

**CONSTRUCTION MANAGER**

Lindsay Construction Limited

\_\_\_\_\_  
*name of Construction Manager*

\_\_\_\_\_  
*signature*

\_\_\_\_\_  
*name and title of person signing*

*N.B. Where legal jurisdiction, local practice or Owner or Construction Manager requirement calls for:*

- (a) proof of authority to execute this document, attach such proof of authority in the form of a certified copy of a resolution naming the representative(s) authorized to sign the Agreement for and on behalf of the corporation or partnership; or*
- (b) the affixing of a corporate seal, this Agreement should be properly sealed.*

## DEFINITIONS

The following Definitions shall apply to all *Contract Documents*.

### Change Directive

A *Change Directive* is a written instruction prepared by the *Consultant* and signed by the *Owner* directing the *Construction Manager* to proceed with a change in the *Work* within the general scope of this *Contract* prior to the *Owner* and the *Construction Manager* agreeing upon adjustments in the *Contract Price* and the *Contract Time*.

### Change Order

A *Change Order* is a written amendment to the *Contract* prepared by the *Consultant* and signed by the *Owner* and the *Construction Manager* stating their agreement upon:

- a change in the *Pre-construction Services*;
- a change in the *Construction Services*;
- a change in the *Work*;
- the method of adjustment or the amount of the adjustment in the *Contract Price*, if any;
- the extent of the adjustment in the *Contract Time*, if any; and
- exercise of the options described in Article A-10 of the Agreement – OPTIONS after signing this *Contract*, if any.

### Class A Construction Cost Estimate

*Class A Construction Cost Estimate* is an estimate of the *Construction Cost* based on completed *Construction Documents*. *Class A Construction Cost Estimate* is typically prepared before the bid or proposal call. *Class A Construction Cost Estimate* shall be presented in elemental format and include labour and material costs, allowance for all costs resulting from the *Project Schedule*, and all actual associated costs, including cash allowances, contingencies, allowances for design, escalation, market conditions and anticipated amendment amounts as applicable.

### Class B Construction Cost Estimate

*Class B Construction Cost Estimate* is an estimate of the *Construction Cost* based on design development drawings and outline specifications, which include the preliminary design of all major systems and sub-systems. The *Class B Construction Cost Estimate* is typically prepared when all site or installation investigations are completed and the design of the major systems and sub-systems of the *Project* (including outline specifications and preliminary drawings and models) are well underway. *Class B Construction Cost Estimate* shall be presented in elemental format and include labour and material costs, allowance for all costs resulting from the *Project Schedule*, and all actual associated costs, including cash allowances, contingencies, allowances for design, escalation, market conditions and anticipated amendment amounts as applicable.

### Class C Construction Cost Estimate

*Class C Construction Cost Estimate* is an estimate of the *Construction Cost* based on schematic/conceptual designs, updated *Owner* requirements, general description of the *Project*, preliminary site information and existing conditions, and takes into consideration market conditions as well as basic implementation logistics. *Class C Construction Cost Estimate* shall include labour and material costs, the *Owner's* construction contingencies and allowances, and a comprehensive list of *Owner* requirements.

### Class D Construction Cost Estimate

*Class D Construction Cost Estimate* is a preliminary estimate of the *Construction Cost* based on the *Owner's* functional requirements to the degree known at the time. The *Class D Construction Cost Estimate* shall as a minimum be based on historical cost data for similar projects, suitably adjusted for such factors as inflation, location, risk, quality, size, and time. All related factors affecting cost are considered to the extent possible. The *Class D Construction Cost Estimate* provides the *Owner* an indication of the order of magnitude of the *Construction Cost* for a project completed within the estimated completion date, and shall include labour and material costs and the *Owner's* construction contingencies and allowances.

### Construction Budget

The *Construction Budget* is the anticipated cost, including all cash allowances and contingency allowances, but excluding *Value Added Taxes*, which the *Owner* is prepared to incur on the *Construction Cost*. This amount is stated in Article A-3 of the Agreement – DESCRIPTION OF THE PROJECT.

### Construction Cost

*Construction Cost* means the total cost to the *Owner* to construct all elements of the *Project* in accordance with the *Construction Documents* and consisting of the *Cost of the Work*. *Construction Cost* does not include the *Fee for Pre-construction Services*, reimbursable expenses related to the *Pre-construction Services*, the *Fee for Construction Services*, the compensation of the *Consultant*, land cost, land development charges, other professional services fees, and *Value Added Taxes*.

**Construction Cost Estimate**

*Construction Cost Estimate* is either a *Class A Construction Cost Estimate*, a *Class B Construction Cost Estimate*, a *Class C Construction Cost Estimate*, or a *Class D Construction Cost Estimate*, as the context requires and is prepared with a level of precision commensurate with the level of detail of information available at the time.

**Construction Documents**

The *Construction Documents* consist of the *Drawings*, *Specifications*, and other documents that are consistent with the *Contract Documents*, and identified as and issued for construction of the *Work*. The *Construction Documents* are prepared by the *Consultant* and are authorized, in writing, by the *Owner* for performance of the *Work*.

**Construction Equipment**

*Construction Equipment* means all machinery and equipment, either owned or rented by the *Construction Manager* and operated or not operated, that is required for preparing, fabricating, conveying, erecting, or otherwise performing the *Work* but is not incorporated into the *Work*.

**Construction Manager**

The *Construction Manager* is the person or entity identified as such in the Agreement.

**Construction Schedule**

The *Construction Schedule* is the construction progress schedule, which the *Construction Manager* prepares referencing the *Project Schedule* and periodically updates as part of the *Pre-construction Services* and the *Construction Services*.

**Construction Services**

The *Construction Services* are the services described in Schedule B – CONSTRUCTION SERVICES and services related to the performance of the *Work*, and performed by the *Construction Manager* from when construction commences and continuing for the duration of this *Contract*.

**Consultant**

The *Consultant* is the person or entity engaged by the *Owner* and identified as such in the Agreement. The *Consultant* is the Architect, the Engineer or entity licensed to practise in the province or territory of the *Place of the Work*.

**Contract**

The *Contract* is the undertaking by the parties to perform their respective duties, responsibilities and obligations as prescribed in the *Contract Documents* and represents the entire agreement between the parties.

**Contract Documents**

The *Contract Documents* consist of those documents listed in Article A-4 of the Agreement – CONTRACT DOCUMENTS and amendments agreed upon between the parties.

**Contract Price**

The *Contract Price* is the amount described in Article A-9 of the Agreement – CONTRACT PRICE.

**Contract Time**

The *Contract Time* is the time from commencement of the *Pre-construction Services* to the anticipated date of *Ready-for-Takeover* specified in Article A-3 of the Agreement – DESCRIPTION OF THE PROJECT or any revised *Contract Time* the parties may agree upon in writing, to reflect an amended *Project Schedule* or *Construction Schedule*.

**Cost of the Work**

The *Cost of the Work* is the sum of the actual costs incurred by the *Construction Manager* in performing the *Work* as described in Article A-8 of the Agreement – COST OF THE WORK.

**Drawings**

The *Drawings* are the graphic and pictorial portions of the *Construction Documents*, wherever located and whenever issued, showing the design, location and dimensions of the *Work*, generally including plans, elevations, sections, details, and diagrams.

**Fee for Construction Services**

The *Fee for Construction Services* is the *Construction Manager's* fee for performing the *Construction Services*, as described in Article A-7 of the Agreement – CONSTRUCTION MANAGER'S FEE FOR CONSTRUCTION SERVICES, but excluding the *Cost of the Work*.

**Fee for Pre-construction Services**

The *Fee for Pre-construction Services* is the *Construction Manager's* fee for performing the *Pre-construction Services*, as described in Article A-5 of the Agreement – CONSTRUCTION MANAGER'S FEE FOR PRE-CONSTRUCTION SERVICES, but excluding reimbursable expenses.

**Guaranteed Maximum Price**

The *Guaranteed Maximum Price* is the amount stipulated in Appendix 2 – Guaranteed Maximum Price (“GMP”) Option or Appendix 3 – GMP Plus Percentage Cost Savings Option if the parties agree to exercise this option by *Change Order*. It excludes *Value Added Taxes*.

**Notice in Writing**

A *Notice in Writing*, where identified in the *Contract Documents*, is a written communication between the parties or between them and the *Consultant* that is transmitted in accordance with the provisions of Article A-12 of the Agreement – RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING.

**Other Contractor**

*Other Contractor* means a contractor, other than the *Construction Manager* or a *Subcontractor*, engaged by the *Owner* for the *Project*.

**Owner**

The *Owner* is the person or entity identified as such in the Agreement.

**Payment Legislation**

*Payment Legislation* means such legislation in effect at the *Place of the Work* which governs payment under construction contracts.

**Place of the Work**

The *Place of the Work* is the designated site or location of the *Work* identified in the *Contract Documents*.

**Pre-construction Services**

The *Pre-construction Services* are the services described in Schedule A1 – PRE-CONSTRUCTION SERVICES and performed by the *Construction Manager* until commencement of the *Construction Services*, or to a later time agreed by the parties.

**Product**

*Product* or *Products* means material, machinery, equipment, and fixtures forming part of the *Work*, but does not include *Construction Equipment*.

**Project**

The *Project* means the total construction contemplated of which the *Work* may be the whole or a part.

**Project Schedule**

*Project Schedule* means the *Owner's* schedule for the *Project* provided in Article A-3 of the Agreement – DESCRIPTION OF THE PROJECT.

**Ready-for-Takeover**

*Ready-for-Takeover* shall have been attained when the conditions set out in paragraph 12.1.1 of GC 12.1 – READY-FOR-TAKEOVER have been met, as verified by the *Consultant* pursuant to paragraph 12.1.4.1 of GC 12.1 – READY-FOR-TAKEOVER.

**Shop Drawings**

*Shop Drawings* are drawings, diagrams, illustrations, schedules, performance charts, brochures, *Product* data, and other data which the *Construction Manager* provides to illustrate details of portions of the *Work*.

**Specifications**

The *Specifications* are that portion of the *Contract Documents*, wherever located and whenever issued, consisting of the written requirements and standards for *Products*, systems, workmanship, quality, and the services necessary for the performance of the *Work*.

**Stipulated Price**

The *Stipulated Price* is the amount stipulated in Appendix 1 – Stipulated Price Option if the parties agree to exercise this option by *Change Order*. It excludes *Value Added Taxes*.

**Subcontractor**

A *Subcontractor* is a person or entity having a direct contract with the *Construction Manager* to perform a part or parts of the *Work* at the *Place of the Work*.

**Substantial Performance of the Work**

*Substantial Performance of the Work* is as defined in the lien legislation applicable to the *Place of the Work*.

**Supplemental Instruction**

A *Supplemental Instruction* is an instruction, not involving adjustment in the *Contract Price* or *Contract Time*, in the form of *Specifications, Drawings*, schedules, samples, models, or written instructions, consistent with the intent of the *Contract Documents*. It is to be issued by the *Consultant* to supplement the *Contract Documents* as required for the performance of the *Work*.

**Supplier**

A *Supplier* is a person or entity having a direct contract with the *Construction Manager* to supply *Products*.

**Temporary Work**

*Temporary Work* means temporary supports, structures, facilities, services, and other temporary items, excluding *Construction Equipment*, required for the execution of the *Work* but not incorporated into the *Work*.

**Value Added Taxes**

*Value Added Taxes* means such sum as shall be levied upon the *Contract Price* by the Federal or any Provincial or Territorial Government and is computed as a percentage of the *Contract Price* and includes the Goods and Services Tax, the Quebec Sales Tax, the Harmonized Sales Tax, and any similar tax, the collection and payment of which have been imposed on the *Construction Manager* by tax legislation.

**Work**

The *Work* means the total construction and related services to be performed by the *Construction Manager* as required by the *Contract Documents* but does not include the *Pre-construction Services* or the services specified in Schedule B – CONSTRUCTION SERVICES.

**Working Day**

*Working Day* means a day other than a Saturday, Sunday, statutory holiday or statutory vacation day that is observed by the construction industry in the area of the *Place of the Work*.

## GENERAL CONDITIONS

### PART 1 GENERAL PROVISIONS

#### GC 1.1 CONTRACT DOCUMENTS

- 1.1.1 The intent of the *Contract Documents* is to include the labour, *Products* and services necessary for the performance of the *Work* by the *Construction Manager* in accordance with these documents. It is not intended, however, that the *Construction Manager* shall supply products or perform services or work not consistent with, not covered by, or not properly inferable from the *Contract Documents*.
- 1.1.2 The *Contract Documents* are complementary, and what is required by one shall be as binding as if required by all. Performance by the *Construction Manager* shall be required only to the extent consistent with the *Contract Documents*.
- 1.1.3 The *Construction Manager* shall review the *Contract Documents* for the purpose of facilitating co-ordination and execution of the *Work* by the *Construction Manager*.
- 1.1.4 The *Construction Manager* is not responsible for errors, omissions or inconsistencies in the *Contract Documents*. If there are perceived errors, omissions or inconsistencies discovered by or made known to the *Construction Manager*, the *Construction Manager* shall promptly report to the *Consultant* and shall not proceed with the work affected until the *Construction Manager* has received corrected or additional information from the *Consultant*.
- 1.1.5 If there is a conflict within the *Contract Documents*:
- .1 the order of priority of documents, from highest to lowest, shall be:
    - the Agreement between *Owner* and *Construction Manager* (including the Appendices and Schedules to the Agreement),
    - the Definitions,
    - Supplementary Conditions,
    - the General Conditions,
    - the *Construction Documents*
      - Division 01 of the *Specifications*,
      - technical *Specifications*,
      - material and finishing schedules,
      - the *Drawings*.
  - .2 *Drawings* of larger scale shall govern over those of smaller scale of the same date.
  - .3 dimensions shown on *Drawings* shall govern over dimensions scaled from *Drawings*.
  - .4 amended or later dated documents shall govern over earlier documents of the same type.
  - .5 noted materials and annotations shall govern over graphic indications.
- 1.1.6 Nothing contained in the *Contract Documents* shall create any contractual relationship between.
- .1 the *Owner* and a *Subcontractor*, a *Supplier*, or their agent, employee, or other person performing any portion of the *Work*.
  - .2 the *Consultant* and the *Construction Manager*, a *Subcontractor*, a *Supplier*, or their agent, employee, or other person performing any portion of the *Work*.
- 1.1.7 Words and abbreviations which have well known technical or trade meanings are used in the *Contract Documents* in accordance with such recognized meanings.
- 1.1.8 References in the *Contract Documents* to the singular shall be considered to include the plural as the context requires.
- 1.1.9 Neither the organization of the *Specifications* nor the arrangement of *Drawings* shall control the *Construction Manager* in dividing the work among *Subcontractors* and *Suppliers*.
- 1.1.10 *Specifications*, *Drawings*, models, and copies thereof furnished by the *Consultant* are and shall remain the *Consultant's* property, with the exception of the signed *Contract* sets, which shall belong to each party to the *Contract*. All *Specifications*, *Drawings* and models furnished by the *Consultant* are to be used only with respect to the *Work* and are not to be used on other work. These *Specifications*, *Drawings* and models are not to be copied or altered in any manner without the written authorization of the *Consultant*.
- 1.1.11 Physical models furnished by the *Construction Manager* at the *Owner's* expense are the property of the *Owner*.

#### GC 1.2 LAW OF THE CONTRACT

- 1.2.1 The law of the *Place of the Work* shall govern the interpretation of the *Contract*.

### **GC 1.3 RIGHTS AND REMEDIES**

- 1.3.1 Except as expressly provided in the *Contract Documents*, the duties and obligations imposed by the *Contract Documents* and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law.
- 1.3.2 No action or failure to act by the *Owner*, the *Consultant* or the *Construction Manager* shall constitute a waiver of any right or duty afforded any of them under the *Contract*, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

### **GC 1.4 ASSIGNMENT**

- 1.4.1 Neither party to the *Contract* shall assign the *Contract* or a portion thereof without the prior written consent of the other, which consent shall not be unreasonably withheld.

### **GC 1.5 PERFORMANCE OF THE SERVICES**

- 1.5.1 In providing the *Pre-construction Services* and the *Construction Services*, the *Construction Manager* assumes no responsibility for, nor offers any advice, with respect to any matters that are otherwise the professional responsibilities of the *Consultant* or any other parties engaged by the *Owner*.
- 1.5.2 Notwithstanding any other provisions of this *Contract*, the *Construction Manager* shall be deemed not to assume any duties nor responsibilities as agent of the *Owner*.

### **GC 1.6 PROJECT REPRESENTATIVES**

- 1.6.1 The *Owner*, *Construction Manager* and *Consultant* shall each appoint one or more project representatives with authority to act on their behalf and to assist in carrying out their responsibilities under this *Contract*. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in writing.

## **PART 2 ADMINISTRATION OF THE CONTRACT**

### **GC 2.1 OWNER'S RESPONSIBILITIES**

- 2.1.1 The *Owner* shall:
- .1 retain the *Consultant* who shall be responsible for the design and design related services required for the *Work*;
  - .2 inform the *Construction Manager* of the scope and terms of the *Consultant's* services;
  - .3 inform the *Consultant* of the scope and terms of this *Contract*;
  - .4 coordinate and facilitate the services provided by the *Construction Manager* and the *Consultant*;
  - .5 promptly furnish to the *Construction Manager* all information that is available or required for the *Project* regarding the *Place of the Work* including surveys as to the physical characteristics of the site, soils reports, subsurface investigations, legal limitations, utility locations, and legal description. Subject to paragraph 9.1.2 of GC 9.1 – PROTECTION OF WORK AND PROPERTY, the *Construction Manager* shall be entitled to rely on such information, subject to any limitations identified in such information;
  - .6 provide full and timely information and approvals regarding the requirements of the *Work* for the orderly progress of the *Pre-construction Services*, the *Construction Services* and the *Work*;
  - .7 review documents submitted by the *Construction Manager* and give the *Construction Manager* timely decisions for the orderly progress of the *Pre-construction Services*, the *Construction Services* and the *Work*;
  - .8 immediately notify the *Construction Manager* if the *Owner* observes or otherwise becomes aware of any fault or defect in the *Work* or any non-conformity with the requirements of the *Contract*; and
  - .9 immediately notify the *Construction Manager* if the *Owner* becomes aware of any material impact on the viability of the *Project*.

### **GC 2.2 AUTHORITY OF THE CONSULTANT**

- 2.2.1 The *Consultant* will have authority to act on behalf of the *Owner* only to the extent provided in the *Contract Documents*, unless otherwise modified by written agreement as provided in paragraph 2.2.2.
- 2.2.2 The duties, responsibilities and limitations of authority of the *Consultant* as set forth in the *Contract Documents* shall be modified or extended only with the written consent of the *Owner*, the *Consultant* and the *Construction Manager*.

## GC 2.3 ROLE OF THE CONSULTANT

- 2.3.1 The *Consultant* will provide administration of the *Contract* as described in the *Contract Documents*.
- 2.3.2 The *Consultant* will visit the *Place of the Work* at intervals appropriate to the progress of construction to become familiar with the progress and quality of the *Work* and to determine if the *Work* is proceeding in general conformity with the *Contract Documents*.
- 2.3.3 Notwithstanding any other provisions of GC 2.3 – ROLE OF THE CONSULTANT, the *Consultant* will not receive nor certify the *Construction Manager's* applications for payment for *Pre-construction Services* and will not interpret the *Contract Documents* with respect to the scope of *Pre-construction Services*, the *Fee for Pre-construction Services* and the reimbursable expenses for *Pre-construction Services*.
- 2.3.4 Based on the *Consultant's* observations and evaluation of the *Construction Manager's* applications for payment on account of the *Contract Price*, except for the *Pre-construction Services*, the *Consultant* will determine the amounts owing to the *Construction Manager* under the *Contract* and will issue certificates for payment as provided in Article A-11 of the Agreement – PAYMENT, GC 5.5 – PAYMENT FOR THE WORK and GC 5.7 – FINAL PAYMENT FOR THE WORK.
- 2.3.5 The *Consultant* will not be responsible for and will not have control, charge nor supervision of construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs required in connection with the *Work* in accordance with the applicable construction safety legislation, other regulations or general construction practice. The *Consultant* will not be responsible for the *Construction Manager's* failure to perform the *Work* in accordance with the *Contract Documents*. The *Consultant* will not have control over, charge of or be responsible for the acts or omissions of the *Construction Manager*, *Subcontractors*, *Suppliers*, or their agents, employees, or any other persons performing portions of the *Work*.
- 2.3.6 Except with respect to GC 5.1 – FINANCING INFORMATION REQUIRED OF THE OWNER and paragraph 2.3.3, the *Consultant* will be, in the first instance, the interpreter of the requirements of the *Contract Documents*.
- 2.3.7 Matters in question relating to the performance of the *Work* or the interpretation of the *Contract Documents* shall be initially referred in writing to the *Consultant* by the party raising the question for interpretations and findings and copied to the other party.
- 2.3.8 Interpretations and findings of the *Consultant* shall be consistent with the intent of the *Contract Documents* as they relate to the *Work*. In making such interpretations and findings the *Consultant* will not show partiality to either the *Owner* or the *Construction Manager*.
- 2.3.9 The *Consultant's* interpretations and findings will be given in writing to the parties within a reasonable time.
- 2.3.10 With respect to claims for a change in *Contract Price*, the *Consultant* will make findings as set out in GC 6.6 – CLAIMS FOR A CHANGE IN CONTRACT PRICE.
- 2.3.11 The *Consultant* will have authority to reject work which in the *Consultant's* opinion does not conform to the requirements of the *Contract Documents*. Whenever the *Consultant* considers it necessary or advisable, the *Consultant* will have authority to require inspection or testing of work, whether or not such work is fabricated, installed or completed. However, neither the authority of the *Consultant* to act nor any decision either to exercise or not to exercise such authority shall give rise to any duty or responsibility of the *Consultant* to the *Construction Manager*, *Subcontractors*, *Suppliers*, or their agents, employees, or other persons performing any of the *Work*.
- 2.3.12 During the progress of the *Work* the *Consultant* will furnish *Supplemental Instructions* to the *Construction Manager* with reasonable promptness or in accordance with a schedule for such instructions agreed to by the *Consultant* and the *Construction Manager*.
- 2.3.13 The *Consultant* will review and take appropriate action upon *Shop Drawings*, samples and other submittals by the *Construction Manager*, in accordance with the *Construction Documents*.
- 2.3.14 The *Consultant* will prepare *Change Orders* and *Change Directives* as provided in GC 6.2 – CHANGE ORDER and GC 6.3 – CHANGE DIRECTIVE.
- 2.3.15 The *Consultant* will conduct reviews of the *Work* to determine the date of *Substantial Performance of the Work* and verify that *Ready-for-Takeover* has been attained.
- 2.3.16 All certificates issued by the *Consultant* will be to the best of the *Consultant's* knowledge, information and belief. By issuing any certificate, the *Consultant* does not guarantee the *Work* is correct or complete.
- 2.3.17 The *Consultant* will receive and review written warranties and related documents required by the *Contract* and provided by the *Construction Manager* and will forward such warranties and documents to the *Owner* for the *Owner's* acceptance.

2.3.18 If the *Consultant's* engagement is terminated, the *Owner* shall immediately engage a *Consultant* against whom the *Construction Manager* makes no reasonable objection and whose duties and responsibilities under the *Contract Documents* will be that of the former *Consultant*.

#### **GC 2.4 REVIEW AND INSPECTION OF THE WORK**

2.4.1 The *Owner* and the *Consultant* shall have access to the *Work* at all times. The *Construction Manager* shall provide sufficient, safe and proper facilities at all times for the review of the *Work* by the *Consultant* and the inspection of the *Work* by authorized agencies. If parts of the *Work* are in preparation at locations other than the *Place of the Work*, the *Owner* and the *Consultant* shall be given access to such work whenever it is in progress.

2.4.2 If work is designated for tests, inspections or approvals in the *Contract Documents*, by the *Consultant's* instructions, or by the laws or ordinances of the *Place of the Work*, the *Construction Manager* shall give the *Consultant* reasonable notification of when the work will be ready for review and inspection. The *Construction Manager* shall arrange for and shall give the *Consultant* reasonable notification of the date and time of inspections by other authorities.

2.4.3 The *Construction Manager* shall furnish promptly to the *Consultant* two copies of certificates and inspection reports relating to the *Work*.

2.4.4 If the *Construction Manager* covers, or permits to be covered, work that has been designated for special tests, inspections or approvals before such special tests, inspections or approvals are made, given or completed, the *Construction Manager* shall, if so directed, uncover such work, have the inspections or tests satisfactorily completed, and make good covering work at the *Construction Manager's* expense.

2.4.5 The *Consultant* may order any portion or portions of the *Work* to be examined to confirm that such work is in accordance with the requirements of the *Contract Documents*. If the work is not in accordance with the requirements of the *Contract Documents*, it shall be considered defective work as described in GC 2.5 – DEFECTIVE WORK. Subject to paragraph 2.5.3 of GC 2.5 – DEFECTIVE WORK, the cost of examination and correcting such work shall be included in the *Cost of the Work* as described in Article A-8 of the Agreement – COST OF THE WORK.

#### **GC 2.5 DEFECTIVE WORK**

2.5.1 The *Construction Manager* shall promptly correct defective work that has been rejected by the *Consultant* as failing to conform to the *Contract Documents* whether or not the defective work was incorporated in the *Work* or the defect is the result of poor workmanship, use of defective products or damage through carelessness or other act or omission of the *Construction Manager*.

2.5.2 The *Construction Manager* shall make good promptly *Other Contractors' work* destroyed or damaged by such corrections.

2.5.3 The *Construction Manager* shall be responsible for the cost in correcting defective work and making good *Other Contractors' work* if there is a failure on the part of the *Construction Manager* to exercise reasonable care and diligence in the *Construction Manager's* performance of the *Work*, otherwise the cost of correcting such work shall be included in the *Cost of the Work* as described in Article A-8 of the Agreement – COST OF THE WORK.

### **PART 3 EXECUTION OF THE WORK**

#### **GC 3.1 CONTROL OF THE WORK**

3.1.1 If requested by the *Owner*, the *Construction Manager* shall prepare, and the parties shall agree on, an execution plan that identifies:

- .1 the methodology in completing the *Work*;
- .2 the procurement methodology for subcontract work;
- .3 the planning and costing of *Construction Manager's* own forces; and
- .4 the anticipated cash flow for progress payments and cost reports.

3.1.2 Subject to the execution plan described in paragraph 3.1.1, the *Construction Manager* shall have total control of the *Work* and shall effectively direct and supervise the *Work* so as to ensure conformity with the *Contract Documents*.

3.1.3 The *Construction Manager* shall be solely responsible for construction means, methods, techniques, sequences, and procedures and for co-ordinating the various parts of the *Work* under the *Contract*.

### **GC 3.2 CONSTRUCTION BY THE OWNER OR OTHER CONTRACTORS**

- 3.2.1 The *Owner* reserves the right to award separate contracts in connection with other parts of the *Project* to *Other Contractors* and to perform work with own forces.
- 3.2.2 When separate contracts are awarded for other parts of the *Project*, or when work is performed by the *Owner's* own forces, the *Owner* shall:
- 1 provide for the co-ordination of the activities and work of *Other Contractors* and *Owner's* own forces with the *Work* of the *Contract*;
  - 2 enter into separate contracts with *Other Contractors* under conditions of contract which are compatible with the conditions of the *Contract*;
  - 3 ensure that insurance coverage is provided to the same requirements as are called for in GC 11.1 – INSURANCE and co-ordinate such insurance with the insurance coverage of the *Construction Manager* as it affects the *Work*; and
  - 4 take all reasonable precautions to avoid labour disputes or other disputes on the *Project* arising from the work of *Other Contractors* or the *Owner's* own forces.
- 3.2.3 When separate contracts are awarded for other parts of the *Project*, or when work is performed by the *Owner's* own forces, the *Construction Manager* shall:
- 1 afford the *Owner* and *Other Contractors* reasonable opportunity to store their products and execute their work;
  - 2 co-ordinate and schedule the *Work* with the work of *Other Contractors* or the *Owner's* own forces that are identified in the *Contract Documents*;
  - 3 participate with *Other Contractors* and the *Owner* in reviewing their construction schedules when directed to do so; and
  - 4 report promptly to the *Consultant* in writing any apparent deficiencies in the work of *Other Contractors* or of the *Owner's* own forces, where such work affects the proper execution of any portion of the *Work*, prior to proceeding with that portion of the *Work*.
- 3.2.4 Where a change in the *Work* is required as a result of the co-ordination and integration of the work of *Other Contractors* or *Owner's* own forces with the *Work*, the changes shall be authorized and valued as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 – CHANGE ORDER and GC 6.3 – CHANGE DIRECTIVE.
- 3.2.5 Disputes and other matters in question between the *Construction Manager* and *Other Contractors* shall be dealt with as provided in Part 8 of the General Conditions – DISPUTE RESOLUTION provided the *Other Contractors* have reciprocal obligations. The *Construction Manager* shall be deemed to have consented to arbitration of any dispute with any *Other Contractor* whose contract with the *Owner* contains a similar agreement to arbitrate. In the absence of *Other Contractors* having reciprocal obligations, disputes and other matters in question initiated by the *Construction Manager* against *Other Contractors* will be considered disputes and other matters in question between the *Construction Manager* and the *Owner*.
- 3.2.6 Should the *Owner*, the *Consultant*, *Other Contractors*, or anyone employed by them directly or indirectly be responsible for ill-timed work necessitating cutting or remedial work to be performed, the cost of such cutting or remedial work shall be valued as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 – CHANGE ORDER and GC 6.3 – CHANGE DIRECTIVE.

### **GC 3.3 TEMPORARY WORK**

- 3.3.1 The *Construction Manager* shall have the sole responsibility for the design, erection, operation, maintenance, and removal of *Temporary Work* unless otherwise specified in the *Contract Documents*.
- 3.3.2 The *Construction Manager* shall engage and pay for registered professional engineering personnel skilled in the appropriate disciplines to perform those functions referred to in paragraph 3.3.1 where required by law or by the *Contract Documents* and in all cases where such *Temporary Work* is of such a nature that professional engineering skill is required to produce safe and satisfactory results.
- 3.3.3 Notwithstanding the provisions of GC 3.1 – CONTROL OF THE WORK, paragraph 3.3.1 and paragraph 3.3.2 or provisions to the contrary elsewhere in the *Contract Documents* where such *Contract Documents* include designs for *Temporary Work* or specify a method of construction in whole or in part, such designs or methods of construction shall be considered to be part of the design of the *Work* and the *Construction Manager* shall not be held responsible for that part of the design or the specified method of construction. The *Construction Manager* shall, however, be responsible for the execution of such design or specified method of construction in the same manner as for the execution of the *Work*.

### GC 3.4 CONSTRUCTION SCHEDULE

- 3.4.1 The *Construction Manager* shall:
- .1 prepare and submit to the *Owner* and the *Consultant* prior to the first application for payment, a *Construction Schedule* that indicates the timing of the major activities of the *Work* and provides sufficient detail of the critical events and their inter-relationship to demonstrate that the *Work* will be performed in conformity with the *Contract Time*;
  - .2 monitor the progress of the *Work* relative to the *Construction Schedule* and update the *Construction Schedule* on a monthly basis or as stipulated by the *Contract Documents*; and
  - .3 advise the *Owner* and the *Consultant* of any revisions required to the *Construction Schedule* as the result of extensions of the *Contract Time* as provided in Part 6 of the General Conditions – CHANGES.

### GC 3.5 SUPERVISION

- 3.5.1 The *Construction Manager* shall provide all necessary supervision and appoint a competent representative who shall be in attendance at the *Place of the Work* while the *Work* is being performed. The appointed representative shall not be changed except for valid reason.
- 3.5.2 The appointed representative shall represent the *Construction Manager* at the *Place of the Work*. Information and instructions provided by the *Consultant* to the *Construction Manager's* appointed representative shall be deemed to have been received by the *Construction Manager*, except with respect to Article A-12 of the Agreement – RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING.

### GC 3.6 SUBCONTRACTORS AND SUPPLIERS

- 3.6.1 The *Construction Manager* shall preserve and protect the rights of the parties under the *Contract* with respect to work to be performed under subcontract, and shall:
- .1 enter into contracts or written agreements with *Subcontractors* and *Suppliers* to require them to perform their work as provided in the *Contract Documents*;
  - .2 incorporate the applicable terms and conditions of the *Contract Documents* into all contracts or written agreements with *Subcontractors* and *Suppliers*; and
  - .3 subject to paragraph 8.1.7 of Article A-8 of the Agreement – COST OF THE WORK, be as fully responsible to the *Owner* for acts and omissions of *Subcontractors*, *Suppliers* and any persons directly or indirectly employed by them as for acts and omissions of persons directly employed by the *Construction Manager*.
- 3.6.2 The *Construction Manager* shall, before entering into contracts or written agreements with *Subcontractors* and *Suppliers*, submit to the *Owner* all bids received for the various parts of the *Work* to be subcontracted and obtain the *Owner's* written acceptance of the recommended *Subcontractors* and *Suppliers*.
- 3.6.3 The *Owner* may require a contract award to a *Subcontractor* or *Supplier* other than one recommended by the *Construction Manager*, provided that *Subcontractor* or *Supplier* submitted a compliant bid and subject to the *Construction Manager's* concurrence. The *Construction Manager's* concurrence shall not be unreasonably withheld and, if necessary, shall be subject to an agreed adjustment to the *Fee for Construction Services* and the *Contract Time*.
- 3.6.4 If requested by the *Owner*, the *Construction Manager* shall require *Subcontractors* and *Suppliers* to provide contract security in forms and amounts determined by the *Owner*.
- 3.6.5 The *Owner*, through the *Consultant*, may provide to a *Subcontractor* or *Supplier* information as to the percentage of the *Subcontractor's* or *Supplier's* work which has been certified for payment.

### GC 3.7 LABOUR AND PRODUCTS

- 3.7.1 The *Construction Manager* shall maintain good order and discipline among the *Construction Manager's* employees engaged on the *Work* and employ only workers that are skilled in the tasks assigned.
- 3.7.2 Unless otherwise specified in the *Contract Documents*, *Products* provided shall be new. *Products* which are not specified shall be of a quality consistent with those specified and their use acceptable to the *Consultant*.

### GC 3.8 SHOP DRAWINGS

- 3.8.1 The *Construction Manager* shall provide *Shop Drawings* as required in the *Construction Documents*.
- 3.8.2 The *Construction Manager* shall provide *Shop Drawings* to the *Consultant* to review in accordance with an agreed schedule, or in the absence of an agreed schedule, in orderly sequence and sufficiently in advance so as to cause no delay in the *Work* or in the work of *Other Contractors* or the *Owner's* own forces.

- 3.8.3 The *Construction Manager* shall review all *Shop Drawings* before providing them to the *Consultant*. The *Construction Manager* represents by this review that:
- .1 the *Construction Manager* has determined and verified all applicable field measurements, field construction conditions, *Product* requirements, catalogue numbers and similar data, or will do so, and
  - .2 the *Construction Manager* has checked and co-ordinated each *Shop Drawing* with the requirements of the *Work* and of the *Construction Documents*.
- 3.8.4 The *Consultant's* review is for conformity to the design concept and for general arrangement only.
- 3.8.5 At the time of providing *Shop Drawings*, the *Construction Manager* shall expressly advise the *Consultant* in writing of any deviations in a *Shop Drawing* from the requirements of the *Construction Documents*. The *Consultant* shall indicate the acceptance or rejection of such deviation expressly in writing.
- 3.8.6 The *Consultant's* review shall not relieve the *Construction Manager* of responsibility for errors or omissions in the *Shop Drawings* or for meeting all requirements of the *Construction Documents*.
- 3.8.7 The *Consultant* will review and return *Shop Drawings* in accordance with the schedule agreed upon, or, in the absence of such schedule, with reasonable promptness so as to cause no delay in the performance of the *Work*.

#### **PART 4 ALLOWANCES**

*Intentionally omitted.*

#### **PART 5 PAYMENT**

##### **GC 5.1 FINANCING INFORMATION REQUIRED OF THE OWNER**

- 5.1.1 The *Owner* shall, at the request of the *Construction Manager*, before signing the *Contract*, and promptly from time to time thereafter, furnish to the *Construction Manager* reasonable evidence that financial arrangements have been made to fulfill the *Owner's* obligations under the *Contract*.
- 5.1.2 The *Owner* shall give the *Construction Manager Notice in Writing* of any material change in the *Owner's* financial arrangements to fulfill the *Owner's* obligations under the *Contract* during the performance of the *Contract*.

##### **GC 5.2 ACCOUNTING AND AUDIT**

- 5.2.1 The *Construction Manager* shall keep full and detailed accounts and records necessary for the documentation of the *Cost of the Work*.
- 5.2.2 The *Owner* shall be afforded reasonable access to all of the *Construction Manager's* books, records, correspondence, instructions, drawings, receipts, vouchers, *Subcontractor* and *Supplier* invoices, and memoranda relating to the *Cost of the Work*. For this purpose the *Construction Manager* shall preserve all such records for a period of 1 year from the date of the final certificate for payment.

##### **GC 5.3 APPLICATIONS AND PAYMENT FOR PRE-CONSTRUCTION SERVICES**

- 5.3.1 Applications for payment on account of the *Fee for Pre-construction Services* as described in Article A-5 of the Agreement – CONSTRUCTION MANAGER'S FEE FOR PRE-CONSTRUCTION SERVICES and the reimbursable expenses related to the *Pre-construction Services* as described in Article A-6 of the Agreement – REIMBURSABLE EXPENSES FOR PRE-CONSTRUCTION SERVICES, shall be submitted monthly to the *Owner*.
- 5.3.2 The *Owner* shall make payment to the *Construction Manager* on account as provided in Article A-11 of the Agreement – PAYMENT on or before 28 calendar days after the receipt by the *Owner* of the application for payment, and in any event, in compliance with *Payment Legislation*.

##### **GC 5.4 APPLICATIONS FOR PAYMENT FOR THE WORK**

- 5.4.1 Applications for payment on account of the *Fee for Construction Services* as described in Article A-7 of the Agreement – CONSTRUCTION MANAGER'S FEE FOR CONSTRUCTION SERVICES and the *Cost of the Work* as described in Article A-8 of the Agreement – COST OF THE WORK shall be submitted monthly to the *Owner* and the *Consultant* simultaneously as the *Work* progresses.

- 5.4.2 Applications for payment shall be dated the last day of each payment period, which is the last day of the month or an alternative day of the month agreed in writing by the parties.
- 5.4.3 The amount claimed shall be for the *Cost of the Work* performed and *Products* delivered to the *Place of the Work* plus the earned amount of the *Fee for Construction Services*, as of the last day of the payment period.
- 5.4.4 The *Construction Manager* shall submit to the *Consultant*, at least 15 calendar days before the first application for payment for the *Work*, a schedule of values for the parts of the *Work*, aggregating the total amount of the *Construction Cost Estimate* and shall, until all contracts with *Subcontractors* and *Suppliers* are awarded, periodically submit an updated schedule of values, based on the latest *Construction Cost Estimate*.
- 5.4.5 The schedule of values shall be made out in such form as specified in the *Contract* and supported by such evidence as the *Consultant* may reasonably require.
- 5.4.6 Applications for payment shall comply with provisions of *Payment Legislation*.
- 5.4.7 Each application for payment shall include evidence of compliance with workers' compensation legislation at the *Place of the Work* and after the first payment, a declaration by the *Construction Manager* as to the distribution made of the amounts previously received using document CCDC 9A 'Statutory Declaration'.
- 5.4.8 If the *Owner* has evidence that any amount included in preceding applications has not been paid by the *Construction Manager* when due, the *Owner* may, subject to the requirements of the *Payment Legislation*, withhold payment in respect of such amount from the current application until proof of payment is given by the *Construction Manager*.
- 5.4.9 Each application for payment shall include supporting documents required by the *Owner* in accordance with the *Contract Documents*. Applications for payment for *Products* delivered to the *Place of the Work* but not yet incorporated into the *Work* shall be supported by such evidence as the *Consultant* may reasonably require to establish the value and delivery of the *Products*.

#### **GC 5.5 PAYMENT FOR THE WORK**

- 5.5.1 After receipt by the *Consultant* and the *Owner* of an application for payment for the *Work* submitted by the *Construction Manager* in accordance with GC 5.4 – APPLICATIONS FOR PAYMENT FOR THE WORK:
- .1 The *Consultant* will issue to the *Owner* and copy to the *Construction Manager*, no later than 10 calendar days after the receipt of the application for payment, a certificate for payment in the amount applied for, or in such other amount as the *Consultant* determines to be properly due. If the *Consultant* certifies a different amount, or rejects the application or part thereof, the *Owner* shall promptly issue a written notice to the *Construction Manager* giving reasons for the revision or rejection, such written notice to be in compliance with *Payment Legislation*.
  - .2 The *Owner* shall make payment to the *Construction Manager* on account as provided in Article A-11 of the Agreement – PAYMENT on or before 28 calendar days after the receipt by the *Owner* and the *Consultant* of the application for payment, and in any event, in compliance with *Payment Legislation*.

#### **GC 5.6 SUBSTANTIAL PERFORMANCE OF THE WORK AND PAYMENT OF HOLDBACK**

- 5.6.1 The *Consultant* will review the *Work* to certify or verify the validity of the application for *Substantial Performance of the Work* and will promptly, and in any event, no later than 20 calendar days after receipt of the *Construction Manager's* application:
- .1 advise the *Construction Manager* in writing that the *Work* or the designated portion of the *Work* is not substantially performed and give reasons why, or
  - .2 state the date of *Substantial Performance of the Work* or a designated portion of the *Work* in a certificate and issue a copy of that certificate to each of the *Owner* and the *Construction Manager*.
- 5.6.2 Where the holdback amount required by the applicable lien legislation has not been placed in a separate lien holdback account, the *Owner* shall, no later than 10 calendar days prior to the expiry of the holdback period stipulated in the lien legislation applicable to the *Place of the Work*, place the holdback amount in a bank account in the joint names of the *Owner* and the *Construction Manager*.
- 5.6.3 Subject to the requirements of any *Payment Legislation*, all holdback amount prescribed by the applicable lien legislation for the *Work* shall become due and payable to the *Construction Manager* no later than 10 *Working Days* following the expiration of the holdback period stipulated in the lien legislation applicable to the *Place of the Work*.
- 5.6.4 The *Construction Manager* shall submit an application for payment of the lien holdback amount in accordance with GC 5.5 – PAYMENT FOR THE WORK.

- 5.6.5 Where legislation permits progressive release of the holdback for a portion of the *Work* and the *Consultant* has certified or verified that the part of the *Work* has been performed prior to *Substantial Performance of the Work*, the *Owner* hereby agrees to release, and shall release, such portion to the *Construction Manager* in accordance with such legislation.
- 5.6.6 Notwithstanding any progressive release of the holdback, the *Construction Manager* shall ensure that such parts of the *Work* are protected pending the issuance of a final certificate for payment and be responsible for the correction of defects or work not performed regardless of whether or not such was apparent when the holdback was released.

#### **GC 5.7 FINAL PAYMENT FOR THE WORK**

- 5.7.1 When the *Construction Manager* considers that the *Work* is completed, the *Construction Manager* shall submit an application for final payment for the *Work*.
- 5.7.2 The *Consultant* will, no later than 10 calendar days after the receipt of an application from the *Construction Manager* for final payment for the *Work*, review the *Work* to verify the validity of the application and when the *Consultant* finds the *Construction Manager's* application for final payment for the *Work* valid, the *Consultant* will promptly issue a final certificate for payment to the *Owner*, with a copy to the *Construction Manager*.
- 5.7.3 If the *Consultant* rejects the application or part thereof, the *Owner* will promptly issue a written notice to the *Construction Manager* giving reasons for the revision or rejection, such written notice to be in compliance with *Payment Legislation*.
- 5.7.4 Subject to the provision of paragraph 10.4.1 of GC 10.4 – WORKERS' COMPENSATION, and any legislation applicable to the *Place of the Work*, the *Owner* shall, no later than 5 calendar days after the issuance of a final certificate for payment, pay the *Construction Manager* as provided in Article A-11 of the Agreement – PAYMENT and in any event, in compliance with *Payment Legislation*.

#### **GC 5.8 DEFERRED WORK**

- 5.8.1 If because of climatic or other conditions reasonably beyond the control of the *Construction Manager*, or if the *Owner* and the *Construction Manager* agree that, there are items of work that must be deferred, payment in full for that portion of the *Work* which has been performed as certified by the *Consultant* shall not be withheld or delayed by the *Owner* on account thereof, but the *Owner* may withhold, until the remaining portion of the *Work* is finished, only such an amount that the *Consultant* determines is sufficient and reasonable to cover the cost of performing such deferred *Work*.

#### **GC 5.9 NON-CONFORMING WORK**

- 5.9.1 No payment by the *Owner* under the *Contract* nor partial or entire use or occupancy of the *Work* by the *Owner* shall constitute an acceptance of any portion of the *Work* or *Products* which are not in accordance with the requirements of the *Contract Documents*.

### **PART 6 CHANGES**

#### **GC 6.1 OWNER'S RIGHT TO MAKE CHANGES**

- 6.1.1 The *Owner*, through the *Consultant*, without invalidating the *Contract*, may make:
- .1 changes in the *Work* consisting of additions, deletions or other revisions to the *Work* by *Change Order* or *Change Directive*, and
  - .2 changes to the *Contract Time* for the *Work*, or any part thereof, by *Change Order*.
- 6.1.2 The *Construction Manager* shall not perform a change in the *Work* without a *Change Order* or a *Change Directive*.
- 6.1.3 The *Owner* and the *Construction Manager*, without invalidating the *Contract*, may agree to make changes to the *Pre-construction Services* or the *Construction Services*.

#### **GC 6.2 CHANGE ORDER**

- 6.2.1 When a change in the *Work* is proposed or required, the *Consultant* shall provide the *Construction Manager* with a written description of the proposed change in the *Work*. The *Construction Manager* shall promptly present to the *Consultant*, in a form that can be reasonably evaluated, a method of adjustment or an amount of adjustment for the *Fee for Construction Services*, if any, and the adjustment in the *Contract Time*, if any, for the proposed change in the *Work*.

6.2.2 When the *Owner* and *Construction Manager* agree to the adjustments in the *Fee for Construction Services* and *Contract Time* or to the method to be used to determine the adjustments, such agreement shall be effective immediately and shall be recorded in a *Change Order*. The value of the work performed as the result of a *Change Order* shall be included in the applications for progress payment.

### **GC 6.3 CHANGE DIRECTIVE**

6.3.1 If the *Owner* requires the *Construction Manager* to proceed with a change in the *Work* prior to the *Owner* and the *Construction Manager* agreeing upon the corresponding adjustment in the *Fee for Construction Services* and *Contract Time*, the *Owner*, through the *Consultant*, shall issue a *Change Directive*.

6.3.2 A *Change Directive* shall only be used to direct a change in the *Work* which is within the general scope of the *Contract Documents*.

6.3.3 A *Change Directive* shall not be used to direct a change in the *Contract Time* only.

6.3.4 Upon receipt of a *Change Directive*, the *Construction Manager* shall proceed promptly with the change in the *Work*.

6.3.5 For the purpose of valuing *Change Directives*, changes in the *Work* that are not substitutions or otherwise related to each other shall not be grouped together in the same *Change Directive*.

6.3.6 The adjustment in the *Fee for Construction Services* for a change carried out by way of a *Change Directive* shall be determined on the basis of the changes in costs of the *Construction Manager*.

6.3.7 If the *Owner* and the *Construction Manager* do not agree on the proposed adjustment in the *Contract Time* attributable to the change in the *Work*, or to the method of determining it, the adjustment shall be referred to the *Consultant* for a finding.

6.3.8 When the *Owner* and the *Construction Manager* reach agreement on the adjustments to any of the *Fee for Construction Services* and the *Contract Time*, this agreement shall be recorded in a *Change Order*.

### **GC 6.4 CONCEALED OR UNKNOWN CONDITIONS**

6.4.1 If the *Owner* or the *Construction Manager* discover conditions at the *Place of the Work* which are:

- .1 subsurface or otherwise concealed physical conditions which existed before the commencement of the *Work* and differ materially from those indicated in the *Contract Documents*; or
- .2 physical conditions, other than conditions due to weather, that are of a nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the *Contract Documents*,

then the observing party shall give *Notice in Writing* to the other party of such conditions before they are disturbed and in no event later than 5 *Working Days* after first observance of the conditions.

6.4.2 The *Consultant* will promptly investigate such conditions and make a finding. If the finding is that the conditions differ materially and this would justify an increase or decrease in the *Fee for Construction Services* or the *Contract Time*, the *Owner*, through the *Consultant*, shall issue appropriate instructions for a change in the *Work* as provided in GC 6.2 – CHANGE ORDER or GC 6.3 – CHANGE DIRECTIVE.

6.4.3 If the *Consultant* finds that the conditions at the *Place of the Work* are not materially different or that no change in the *Fee for Construction Services* or the *Contract Time* is justified, the *Consultant* will promptly inform the *Owner* and the *Construction Manager* in writing.

6.4.4 If such concealed or unknown conditions relate to toxic and hazardous substances and materials, artifacts and fossils, or mould, the parties will be governed by the provisions of GC 9.2 – TOXIC AND HAZARDOUS SUBSTANCES, GC 9.3 – ARTIFACTS AND FOSSILS and GC 9.5 – MOULD.

### **GC 6.5 DELAYS**

6.5.1 If the *Construction Manager* is delayed in the performance of the *Work* by the *Owner*, the *Consultant* or anyone employed or engaged by them directly or indirectly, contrary to the provisions of the *Contract Documents*, then the *Contract Time* shall be extended for such reasonable time as the *Consultant* may recommend in consultation with the *Construction Manager*. The *Fee for Construction Services* shall be adjusted by a reasonable amount for any costs incurred by the *Construction Manager* as the result of such delay.

- 6.5.2 If the *Construction Manager* is delayed in the performance of the *Work* by a stop work order issued by a court or other public authority and providing that such order was not issued as the result of an act or fault of the *Construction Manager* or any person employed or engaged by the *Construction Manager* directly or indirectly, resulting in the failure of the *Construction Manager* to attain *Ready-for-Takeover* within the previously agreed *Contract Time*, then the *Contract Time* shall be extended for such reasonable time as the *Consultant* may recommend in consultation with the *Construction Manager*. The *Fee for Construction Services* shall be adjusted by a reasonable amount for any costs incurred by the *Construction Manager* as the result of such delay.
- 6.5.3 If the *Construction Manager* is delayed in the performance of the *Work* by:
- .1 labour disputes, strikes, lock-outs (including lock-outs decreed or recommended for its members by a recognized contractors' association, of which the *Construction Manager* is a member or to which the *Construction Manager* is otherwise bound),
  - .2 fire, unusual delay by common carriers or unavoidable casualties,
  - .3 abnormally adverse weather conditions,
  - .4 any *Subcontractor*'s default, insolvency, abandonment, or termination, or
  - .5 any cause beyond the *Construction Manager*'s control other than one resulting from a default or breach of *Contract* by the *Construction Manager*,
- then the *Contract Time* shall be extended for such reasonable time as the *Consultant* may recommend in consultation with the *Construction Manager*. The extension of time shall not be less than the time lost as the result of the event causing the delay, unless the *Construction Manager* agrees to a shorter extension. The *Fee for Construction Services* shall be adjusted by a reasonable amount for any costs incurred by the *Construction Manager* as the result of such delay.
- 6.5.4 No extension shall be made for delay unless *Notice in Writing* of the cause of the delay is given to the *Consultant* not later than 10 *Working Days* after the commencement of the delay. In the case of a continuing cause of delay only one *Notice in Writing* shall be necessary.
- 6.5.5 If no schedule is made under paragraph 2.3.12 of GC 2.3 – ROLE OF THE CONSULTANT, then no request for extension shall be made because of failure of the *Consultant* to furnish instructions until 10 *Working Days* after demand for such instructions has been made.

## **GC 6.6 CLAIMS FOR A CHANGE IN CONTRACT PRICE**

- 6.6.1 If the *Construction Manager* intends to make a claim for an increase to the *Contract Price*, or if the *Owner* intends to make a claim against the *Construction Manager* for a credit to the *Contract Price*, the party that intends to make the claim shall give timely *Notice in Writing* of intent to claim to the other party and to the *Consultant*.
- 6.6.2 Upon commencement of the event or series of events giving rise to a claim, the party intending to make the claim shall:
- .1 take all reasonable measures to mitigate any loss or expense which may be incurred as a result of such event or series of events, and
  - .2 keep such records as may be necessary to support the claim.
- 6.6.3 The party making the claim shall submit within a reasonable time to the other party and to the *Consultant* a detailed account of the amount claimed and the grounds upon which the claim is based and, except if the claim relates to the compensation for *Pre-construction Services*, the *Consultant* will make a finding upon such claim.
- 6.6.4 Where the event or series of events giving rise to the claim has a continuing effect, the detailed account submitted under paragraph 6.6.3 shall be considered to be an interim account and the party making the claim shall, at such intervals as the party receiving the claim may reasonably require, submit further interim accounts giving the accumulated amount of the claim and any further grounds upon which it is based. The party making the claim shall submit a final account after the end of the effects resulting from the event or series of events.
- 6.6.5 The *Consultant* will make a finding with respect to a claim made by a party except if it relates to the compensation for *Pre-construction Services*. The *Consultant*'s findings will be given by *Notice in Writing* to both parties within 30 *Working Days* after receipt of the claim by the *Consultant*, or within such other time period as may be agreed by the parties.
- 6.6.6 If the claim or the *Consultant*'s finding is not acceptable to either party, the claim shall be settled in accordance with Part 8 of the General Conditions – DISPUTE RESOLUTION.

## PART 7 DEFAULT NOTICE

### GC 7.1 OWNER'S RIGHT TO PERFORM THE WORK, TERMINATE THE CONSTRUCTION MANAGER'S RIGHT TO CONTINUE WITH THE WORK OR TERMINATE THE CONTRACT

- 7.1.1 If the *Construction Manager* is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of the *Construction Manager's* insolvency, or if a receiver is appointed because of the *Construction Manager's* insolvency, the *Owner* may, without prejudice to any other right or remedy the *Owner* may have, terminate the *Construction Manager's* right to continue with the *Work*, by giving the *Construction Manager* or receiver or trustee in bankruptcy *Notice in Writing* to that effect.
- 7.1.2 The *Owner* may, without prejudice to any other right or remedy the *Owner* may have, give the *Construction Manager Notice in Writing*, containing particulars of the default including references to applicable provisions of the *Contract*, that the *Construction Manager* is in default of the *Construction Manager's* contractual obligations and instruct the *Construction Manager* to correct the default in the 5 *Working Days* immediately following the receipt of such *Notice in Writing* if:
- .1 the *Construction Manager* neglects to properly provide the *Pre-construction Services* or perform the *Work* or otherwise fails to comply with the requirements of the *Contract* to a substantial degree, and
  - .2 unless the default is related to the *Pre-construction Services*, the *Consultant* has given a written statement to the *Owner* and the *Construction Manager*, which provides the detail of such neglect described in paragraph 7.1.2.1.
- 7.1.3 If the default cannot be corrected in the 5 *Working Days* specified or in such other time period as may be subsequently agreed in writing by the parties, the *Construction Manager* shall be in compliance with the *Owner's* instructions if the *Construction Manager*:
- .1 commences the correction of the default within the specified time,
  - .2 provides the *Owner* with an acceptable schedule for such correction, and
  - .3 corrects the default in accordance with the *Contract* terms and with such schedule.
- 7.1.4 If the *Construction Manager* fails to correct the default in the time specified or in such other time period as may be subsequently agreed in writing by the parties, without prejudice to any other right or remedy the *Owner* may have, the *Owner* may by giving *Notice in Writing*:
- .1 correct such default and deduct the cost thereof from any payment then or thereafter due to the *Construction Manager* for the *Work* provided the *Consultant* has certified such cost to the *Owner* and the *Construction Manager*, or
  - .2 terminate the *Construction Manager's* right to continue with the *Work* in whole or in part or terminate the *Contract*.
- 7.1.5 If the *Owner* terminates the *Construction Manager's* right to continue with the *Work* as provided in paragraphs 7.1.1 and 7.1.4, the *Owner* shall:
- .1 be entitled to take possession of the *Work* and *Products* at the *Place of the Work*; subject to the rights of third parties, utilize the *Construction Equipment* at the *Place of the Work*; finish the *Work* by whatever method the *Owner* may consider expedient, but without undue delay or expense,
  - .2 pay the *Construction Manager* upon the *Consultant's* certificate and in accordance with Part 5 of the General Conditions – PAYMENT for the *Cost of the Work* properly incurred by the *Construction Manager* to the effective termination date plus the earned amount of the *Fee for Construction Services* to the effective termination date,
  - .3 pay to the *Construction Manager* fair compensation, either by purchase or rental, at the option of the *Owner*, for any *Construction Equipment* retained for use on the *Work*, and
  - .4 assume and become liable for all obligations, commitments, and unliquidated claims that the *Construction Manager* may have theretofore, in good faith, undertaken or incurred in connection with the *Work*, other than such as are properly payable by the *Construction Manager* because of neglect or default and so certified by the *Consultant*.
- 7.1.6 As a condition of receiving the payments stipulated in paragraph 7.1.5, the *Construction Manager* shall execute and deliver such documents and take such action, including consenting to the legal assignment of the *Construction Manager's* contractual rights, as the *Owner* may require for the purpose of fully vesting in the *Owner* the rights and benefits of the *Construction Manager* related to the obligations or commitments to be assumed by the *Owner*.
- 7.1.7 The *Construction Manager's* obligation under the *Contract* as to quality, correction, and warranty of the work performed by the *Construction Manager* up to the time of termination shall continue in force after such termination of the *Contract*.
- 7.1.8 If the *Owner* is unwilling or unable to proceed with the *Pre-construction Services* or the *Work*, the *Owner* may suspend the *Pre-construction Services* or the *Work*, or terminate the *Contract* by giving *Notice in Writing* to that effect to the *Construction Manager*. Upon receipt of such *Notice in Writing*, the *Construction Manager* shall not provide further *Pre-construction Services* other than those reasonably necessary to suspend or terminate that portion of the *Project* for which the *Construction Manager* is responsible.

- 7.1.9 If the *Owner* terminates the *Contract* as provided in paragraph 7.1.8:
- .1 the *Owner* shall pay the *Construction Manager* within 28 calendar days of the date that an application for payment is submitted for all *Work* and services performed to the effective termination date, including reimbursable expenses and applicable taxes then due;
  - .2 during the Pre-construction Phase, the *Construction Manager* shall be entitled to be paid for such other direct damages as set out in paragraph 5.2 of Article A-5 of the Agreement – CONSTRUCTION MANAGER’S FEE FOR PRE-CONSTRUCTION SERVICES; and
  - .3 during the Construction Phase, the *Construction Manager* shall be entitled to be paid for such other direct damages as the *Construction Manager* may have sustained as a result of the termination including reasonable loss of profit.

## **GC 7.2 CONSTRUCTION MANAGER’S RIGHT TO SUSPEND THE WORK OR TERMINATE THE CONTRACT**

- 7.2.1 If the *Owner* is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of the *Owner*’s insolvency, or if a receiver is appointed because of the *Owner*’s insolvency, the *Construction Manager* may, without prejudice to any other right or remedy the *Construction Manager* may have, terminate the *Contract* by giving the *Owner* or receiver or trustee in bankruptcy *Notice in Writing* to that effect.
- 7.2.2 If the *Pre-construction Services* or the *Work* is suspended or otherwise delayed for a period of 20 *Working Days* or more under an order of a court or other public authority and providing that such order was not issued as the result of an act or fault of the *Construction Manager* or of anyone directly or indirectly employed or engaged by the *Construction Manager*, the *Construction Manager* may, without prejudice to any other right or remedy the *Construction Manager* may have, terminate the *Contract* by giving the *Owner* *Notice in Writing* to that effect.
- 7.2.3 The *Construction Manager* may give *Notice in Writing* to the *Owner*, with a copy to the *Consultant*, that the *Owner* is in default of the *Owner*’s contractual obligations if:
- .1 the *Owner* fails to furnish, when so requested by the *Construction Manager*, reasonable evidence that financial arrangements have been made to fulfill the *Owner*’s obligations under the *Contract*,
  - .2 the *Consultant* fails to issue a certificate as provided in Part 5 of the General Conditions – PAYMENT,
  - .3 the *Owner* fails to pay the *Construction Manager* when due the compensation for *Pre-construction Services* or the amounts for the *Fee for Construction Services* and the *Cost of the Work* certified by the *Consultant* or awarded by adjudication, arbitration or court, or
  - .4 the *Owner* fails to comply with the requirements of the *Contract* to a substantial degree and the *Consultant*, except for GC 5.1 – FINANCING INFORMATION REQUIRED OF THE OWNER and subject to paragraph 2.3.3 of GC 2.3 – ROLE OF THE CONSULTANT, gives a written statement to the *Owner* and the *Construction Manager* that provides detail of such failure to comply with requirements of the *Contract* to a substantial degree.
- 7.2.4 The *Construction Manager*’s *Notice in Writing* to the *Owner* provided under paragraph 7.2.3 shall advise that if the default is not corrected within 5 *Working Days* following the receipt of the *Notice in Writing*, the *Construction Manager* may, without prejudice to any other right or remedy the *Construction Manager* may have, suspend the *Work* or terminate the *Contract*.
- 7.2.5 If the *Construction Manager* terminates the *Contract* by giving a *Notice in Writing* to the *Owner* under the conditions set out above, the *Construction Manager* shall be entitled to be paid for:
- .1 the compensation for *Pre-construction Services* provided to the effective termination date,
  - .2 the *Fee for Construction Services* on the *Work* performed to the effective termination date,
  - .3 the *Cost of the Work* performed to the effective termination date,
  - .4 during the Pre-construction Phase, such other direct damages as set out in paragraph 5.2 of Article A-5 of the Agreement – CONSTRUCTION MANAGER’S FEE FOR PRE-CONSTRUCTION SERVICES; and
  - .5 during the Construction Phase, such other direct damages as the *Construction Manager* may have sustained as a result of the termination including reasonable loss of profit.

## **PART 8 DISPUTE RESOLUTION**

### **GC 8.1 AUTHORITY OF THE CONSULTANT**

- 8.1.1 Differences between the parties to the *Contract* as to the interpretation, application or administration of the *Contract* or any failure to agree where agreement between the parties is called for, herein collectively called disputes, which are not resolved in the first instance by findings of the *Consultant* as provided in GC 2.3 – ROLE OF THE CONSULTANT, shall be settled in accordance with the requirements of Part 8 of the General Conditions – DISPUTE RESOLUTION.

- 8.1.2 If a dispute arises under the *Contract* in respect of a matter in which the *Consultant* has no authority under the *Contract* to make a finding, the procedures set out in paragraph 8.1.3 and paragraphs 8.3.3 to 8.3.8 of GC 8.3 – NEGOTIATION, MEDIATION AND ARBITRATION, and in GC 8.4 – RETENTION OF RIGHTS apply to that dispute with the necessary changes to detail as may be required.
- 8.1.3 If a dispute is not resolved promptly, the *Consultant* will give such instructions as in the *Consultant's* opinion are necessary for the proper performance of the *Work* and to prevent delays pending settlement of the dispute. The parties shall act immediately according to such instructions and the cost of which shall be included in the *Cost of the Work* as described in Article A-8 of the Agreement – COST OF THE WORK, it being understood that by so doing neither party will jeopardize any claim the party may have.

## GC 8.2 ADJUDICATION

- 8.2.1 Nothing in this *Contract* shall be deemed to affect the rights of the parties to resolve any dispute by adjudication as may be prescribed by applicable legislation.

## GC 8.3 NEGOTIATION, MEDIATION AND ARBITRATION

- 8.3.1 In accordance with the rules for mediation as provided in CCDC 40 ‘Rules for Mediation and Arbitration of Construction Industry Disputes’ in effect on the date of the Agreement, the parties shall appoint a Project Mediator
- .1 within 20 *Working Days* after the date of the Agreement, or
  - .2 if the parties neglected to make an appointment within the 20 *Working Days*, within 10 *Working Days* after either party by *Notice in Writing* requests that the Project Mediator be appointed.
- 8.3.2 A party shall be conclusively deemed to have accepted a finding of the *Consultant* under GC 2.3 – ROLE OF THE CONSULTANT and to have expressly waived and released the other party from any claims in respect of the particular matter dealt with in that finding unless, within 15 *Working Days* after receipt of that finding, the party sends a *Notice in Writing* of dispute to the other party and to the *Consultant*, which contains the particulars of the matter in dispute and the relevant provisions of the *Contract Documents*. The responding party shall send a *Notice in Writing* of reply to the dispute within 10 *Working Days* after receipt of such *Notice in Writing* setting out particulars of this response and any relevant provisions of the *Contract Documents*.
- 8.3.3 The parties shall make all reasonable efforts to resolve their dispute by amicable negotiations and agree to provide, without prejudice, frank, candid, and timely disclosure of relevant facts, information and documents to facilitate these negotiations.
- 8.3.4 After a period of 10 *Working Days* following receipt of a responding party’s *Notice in Writing* of reply under paragraph 8.3.2, the parties shall request the Project Mediator to assist the parties to reach agreement on any unresolved dispute. The mediated negotiations shall be conducted in accordance with the rules for mediation as provided in CCDC 40 in effect on the date of the Agreement.
- 8.3.5 If the dispute has not been resolved at the mediation or within such further period as is agreed by the parties, the Project Mediator will terminate the mediated negotiations by giving *Notice in Writing* to the *Owner*, the *Construction Manager* and the *Consultant*.
- 8.3.6 By giving a *Notice in Writing* to the other party and the *Consultant*, not later than 10 *Working Days* after the date of termination of the mediated negotiations under paragraph 8.3.5, either party may refer the dispute to be finally resolved by arbitration under the rules of arbitration as provided in CCDC 40 in effect on the date of the Agreement. The arbitration shall be conducted in the jurisdiction of the *Place of the Work*.
- 8.3.7 On expiration of the 10 *Working Days*, the arbitration agreement under paragraph 8.3.6 is not binding on the parties and, if a *Notice in Writing* is not given under paragraph 8.3.6 within the required time, the parties may refer the unresolved dispute to the courts or to any other form of dispute resolution, including arbitration, which they have agreed to use.
- 8.3.8 If neither party, by *Notice in Writing*, given within 10 *Working Days* of the date of *Notice in Writing* requesting arbitration in paragraph 8.3.6, requires that a dispute be arbitrated immediately, all disputes referred to arbitration as provided in paragraph 8.3.6 shall be
- .1 held in abeyance until
    - (1) *Ready-for-Takeover*,
    - (2) the *Contract* has been terminated, or
    - (3) the *Construction Manager* has abandoned the *Work*,whichever is earlier, and
  - .2 consolidated into a single arbitration under the rules governing the arbitration under paragraph 8.3.6.

## **GC 8.4 RETENTION OF RIGHTS**

- 8.4.1 It is agreed that no act by either party shall be construed as a renunciation or waiver of any rights or recourses, provided the party has given the *Notice in Writing* required under Part 8 of the General Conditions – DISPUTE RESOLUTION and has carried out the instructions as provided in paragraph 8.1.3 of GC 8.1 – AUTHORITY OF THE CONSULTANT.
- 8.4.2 Nothing in Part 8 of the General Conditions – DISPUTE RESOLUTION shall be construed in any way to limit a party from asserting any statutory right to a lien under applicable lien legislation of the jurisdiction of the *Place of the Work* and the assertion of such right by initiating judicial proceedings is not to be construed as a waiver of any right that party may have under paragraph 8.3.6 of GC 8.3 – NEGOTIATION, MEDIATION AND ARBITRATION to proceed by way of arbitration to adjudicate the merits of the claim upon which such a lien is based.

## **PART 9 PROTECTION OF PERSONS AND PROPERTY**

### **GC 9.1 PROTECTION OF WORK AND PROPERTY**

- 9.1.1 The *Construction Manager* shall protect the *Work*, the *Owner's* property and property adjacent to the *Place of the Work* from damage which may arise as the result of the *Construction Manager's* operations under the *Contract*, and shall be responsible for such damage, except damage which occurs as the result of:
- .1 errors or omissions in the *Contract Documents*; or
  - .2 acts or omissions by the *Owner*, the *Consultant*, *Other Contractors*, or their agents and employees.
- 9.1.2 Before commencing any work, the *Construction Manager* shall determine the location of all underground utilities and structures indicated in the *Contract Documents* or information provided by the *Owner*, or that are reasonably apparent in an inspection of the *Place of the Work*.
- 9.1.3 Should the *Construction Manager* in the performance of the *Contract* damage the *Work*, the *Owner's* property or property adjacent to the *Place of the Work*, the *Construction Manager* shall be responsible for making good such damage at the *Construction Manager's* expense.
- 9.1.4 Should damage occur to the *Work* or the *Owner's* property for which the *Construction Manager* is not responsible, as provided in paragraph 9.1.1, the *Construction Manager* shall make good such damage to the *Work* and, if the *Owner* so directs, to the *Owner's* property. The *Fee for Construction Services* and the *Contract Time* shall be adjusted as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 – CHANGE ORDER and GC 6.3 – CHANGE DIRECTIVE.

### **GC 9.2 TOXIC AND HAZARDOUS SUBSTANCES**

- 9.2.1 For the purposes of applicable legislation related to toxic and hazardous substances, the *Owner* shall be deemed to have control and management of the *Place of the Work* with respect to existing conditions.
- 9.2.2 Prior to the *Construction Manager* commencing the *Work*, the *Owner* shall,
- .1 take all reasonable steps to determine whether any toxic or hazardous substances are present at the *Place of the Work*, and
  - .2 provide the *Consultant* and the *Construction Manager* with a written list of any such substances that are known to exist and their locations.
- 9.2.3 The *Owner* shall take all reasonable steps to ensure that no person's exposure to any toxic or hazardous substance exceeds the time weighted levels prescribed by applicable legislation at the *Place of the Work* and that no property is damaged or destroyed as a result of exposure to, or the presence of, toxic or hazardous substances which were at the *Place of the Work* prior to the *Construction Manager* commencing the *Work*.
- 9.2.4 Unless the *Contract* expressly provides otherwise, the *Owner* shall be responsible for taking all necessary steps, in accordance with applicable legislation in force at the *Place of the Work*, to dispose of, store or otherwise render harmless any toxic or hazardous substance which was present at the *Place of the Work* prior to the *Construction Manager* commencing the *Work*.
- 9.2.5 If the *Construction Manager*
- .1 encounters toxic or hazardous substances at the *Place of the Work*, or
  - .2 has reasonable grounds to believe that toxic or hazardous substances are present at the *Place of the Work*, which were not brought to the *Place of the Work* by the *Construction Manager* or anyone for whom the *Construction Manager* is responsible and which were not disclosed by the *Owner* or which were disclosed but have not been dealt with as required under paragraph 9.2.4, the *Construction Manager* shall
  - .3 take all reasonable steps, including stopping the *Work*, to ensure that no person's exposure to any toxic or hazardous substance exceeds any applicable time weighted levels prescribed by applicable legislation at the *Place of the Work*, and
  - .4 immediately report the circumstances to the *Consultant* and the *Owner* in writing.

- 9.2.6 If the *Owner* and the *Construction Manager* do not agree on the existence, significance of, or whether the toxic or hazardous substances were brought onto the *Place of the Work* by the *Construction Manager* or anyone for whom the *Construction Manager* is responsible, the *Owner* shall retain and pay for an independent qualified expert to investigate and determine such matters. The expert's report shall be delivered to the *Owner* and the *Construction Manager*.
- 9.2.7 If the *Owner* and the *Construction Manager* agree or if the expert referred to in paragraph 9.2.6 determines that the toxic or hazardous substances were not brought onto the *Place of the Work* by the *Construction Manager* or anyone for whom the *Construction Manager* is responsible, the *Owner* shall promptly at the *Owner's* own expense:
- .1 take all steps as required under paragraph 9.2.4;
  - .2 reimburse the *Construction Manager* for the cost of all steps taken pursuant to paragraph 9.2.5;
  - .3 extend the *Contract Time* for such reasonable time as the *Consultant* may recommend in consultation with the *Construction Manager* and the expert referred to in paragraph 9.2.6 and reimburse the *Construction Manager* for reasonable costs incurred as a result of the delay; and
  - .4 indemnify the *Construction Manager* as required by GC 13.1 – INDEMNIFICATION.
- 9.2.8 If the *Owner* and the *Construction Manager* agree or if the expert referred to in paragraph 9.2.6 determines that the toxic or hazardous substances were brought onto the *Place of the Work* by the *Construction Manager* or anyone for whom the *Construction Manager* is responsible, the *Construction Manager* shall promptly at the *Construction Manager's* own expense:
- .1 take all necessary steps, in accordance with applicable legislation in force at the *Place of the Work*, to safely remove and dispose the toxic or hazardous substance;
  - .2 make good any damage to the *Work*, the *Owner's* property or property adjacent to the *Place of the Work* as provided in paragraph 9.1.3 of GC 9.1 – PROTECTION OF WORK AND PROPERTY;
  - .3 reimburse the *Owner* for reasonable costs incurred under paragraph 9.2.6; and
  - .4 indemnify the *Owner* as required by GC 13.1 – INDEMNIFICATION.
- 9.2.9 If either party does not accept the expert's findings under paragraph 9.2.6, the disagreement shall be settled in accordance with Part 8 of the General Conditions – DISPUTE RESOLUTION. If such disagreement is not resolved promptly, the parties shall act immediately in accordance with the expert's determination and take the steps required by paragraph 9.2.7 or 9.2.8 it being understood that by so doing, neither party will jeopardize any claim that party may have to be reimbursed as provided by GC 9.2 – TOXIC AND HAZARDOUS SUBSTANCES.

### **GC 9.3 ARTIFACTS AND FOSSILS**

- 9.3.1 Fossils, coins, articles of value or antiquity, structures and other remains or things of scientific or historic interest discovered at the *Place of the Work* shall, as between the *Owner* and the *Construction Manager*, be deemed to be the absolute property of the *Owner*.
- 9.3.2 The *Construction Manager* shall take all reasonable precautions to prevent removal or damage to discoveries as identified in paragraph 9.3.1, and shall advise the *Consultant* upon discovery of such items.
- 9.3.3 The *Consultant* will investigate the impact on the *Work* of the discoveries identified in paragraph 9.3.1. If conditions are found that would cause an increase or decrease in the *Fee for Construction Services* or the *Contract Time*, the *Owner*, through the *Consultant*, shall issue appropriate instructions for a change in the *Work* as provided in GC 6.2 – CHANGE ORDER or GC 6.3 – CHANGE DIRECTIVE.

### **GC 9.4 CONSTRUCTION SAFETY**

- 9.4.1 The *Construction Manager* shall be responsible for establishing, initiating, maintaining, and supervising all health and safety precautions and programs in connection with the performance of the *Work* in accordance with the applicable health and safety legislation.
- 9.4.2 The *Owner* and the *Construction Manager* shall comply with all health and safety precautions and programs established at the *Place of the Work*.
- 9.4.3 The *Owner* and the *Construction Manager* shall comply with the rules, regulations and practices required by the applicable health and safety legislation.
- 9.4.4 The *Owner* shall cause the *Consultant*, *Other Contractors* and the *Owner's* own forces to comply with all health and safety precautions and programs established by the *Construction Manager* at the *Place of the Work*.
- 9.4.5 Nothing in this *Contract* shall affect the determination of liability under the applicable health and safety legislation.

## GC 9.5 MOULD

- 9.5.1 If the *Construction Manager* or the *Owner* observes or reasonably suspects the presence of mould at the *Place of the Work*, the remediation of which is not expressly part of the *Work*,
- .1 the observing party shall promptly report the circumstances to the other party in writing;
  - .2 the *Construction Manager* shall promptly take all reasonable steps, including stopping the *Work* if necessary, to ensure that no person suffers injury, sickness or death and that no property is damaged as a result of exposure to or the presence of the mould; and
  - .3 if the *Owner* and the *Construction Manager* do not agree on the existence, significance or cause of the mould or as to what steps need be taken to deal with it, the *Owner* shall retain and pay for an independent qualified expert to investigate and determine such matters. The expert's report shall be delivered to the *Owner* and the *Construction Manager*.
- 9.5.2 If the *Owner* and the *Construction Manager* agree, or if the expert referred to in paragraph 9.5.1.3 determines that the presence of mould was caused by the *Construction Manager's* operations under the *Contract*, the *Construction Manager* shall promptly, at the *Construction Manager's* own expense:
- .1 take all reasonable and necessary steps to safely remediate or dispose of the mould,
  - .2 make good any damage to the *Work*, the *Owner's* property or property adjacent to the *Place of the Work* as provided in paragraph 9.1.3 of GC 9.1 – PROTECTION OF WORK AND PROPERTY,
  - .3 reimburse the *Owner* for reasonable costs incurred under paragraph 9.5.1.3, and
  - .4 indemnify the *Owner* as required by GC 13.1 – INDEMNIFICATION.
- 9.5.3 If the *Owner* and the *Construction Manager* agree, or if the expert referred to in paragraph 9.5.1.3 determines that the presence of mould was not caused by the *Construction Manager's* operations under the *Contract*, the *Owner* shall promptly, at the *Owner's* own expense:
- .1 take all reasonable and necessary steps to safely remediate or dispose of the mould;
  - .2 reimburse the *Construction Manager* for the cost of taking the steps under paragraph 9.5.1.2 and making good any damage to the *Work* as provided in paragraph 9.1.4 of GC 9.1 – PROTECTION OF WORK AND PROPERTY;
  - .3 extend the *Contract Time* for such reasonable time as the *Consultant* may recommend in consultation with the *Construction Manager* and the expert referred to in paragraph 9.5.1.3 and reimburse the *Construction Manager* for reasonable costs incurred as a result of the delay; and
  - .4 indemnify the *Construction Manager* as required by GC 13.1 – INDEMNIFICATION.
- 9.5.4 If either party does not accept the expert's finding under paragraph 9.5.1.3, the disagreement shall be settled in accordance with Part 8 of the General Conditions – DISPUTE RESOLUTION. If such disagreement is not resolved promptly, the parties shall act immediately in accordance with the expert's determination and take the steps required by paragraphs 9.5.2 or 9.5.3, it being understood that by so doing neither party will jeopardize any claim the party may have to be reimbursed as provided by GC 9.5 – MOULD.

## PART 10 GOVERNING REGULATIONS

### GC 10.1 TAXES AND DUTIES

- 10.1.1 The *Construction Manager* shall pay all customs, taxes and duties in effect during the performance of the *Work*.

### GC 10.2 LAWS, NOTICES, PERMITS, AND FEES

- 10.2.1 The laws of the *Place of the Work* shall govern the *Work*.
- 10.2.2 The *Owner* shall obtain and pay for development approvals, building permit, permanent easements, rights of servitude, and all other necessary approvals and permits, except for the permits and fees referred to in paragraph 10.2.3 or for which the *Contract Documents* specify as the responsibility of the *Construction Manager*.
- 10.2.3 The *Construction Manager* shall be responsible for the procurement of permits, licences, inspections, and certificates, which are necessary for the performance of the *Work* and customarily obtained by contractors in the jurisdiction of the *Place of the Work* after the issuance of the building permit. The *Cost of the Work* includes the cost of these permits, licences, inspections, and certificates, and their procurement.
- 10.2.4 The *Construction Manager* shall give the required notices and comply with the laws, ordinances, rules, regulations, or codes which are or become in force during the performance of the *Work* and which relate to the *Work*, to the preservation of the public health, and to construction safety.

- 10.2.5 The *Construction Manager* shall not be responsible for verifying that the *Contract Documents* are in compliance with the applicable laws, ordinances, rules, regulations, or codes relating to the *Work*. If the *Contract Documents* are at variance therewith, or if, subsequent to the date of the Agreement, changes are made to the applicable laws, ordinances, rules, regulations, or codes which require modification to the *Contract Documents*, the *Construction Manager* shall advise the *Consultant* in writing requesting direction immediately upon such variance or change becoming known. The *Consultant* will issue the changes required to the *Contract Documents* as provided in GC 6.1 – OWNER’S RIGHT TO MAKE CHANGES, GC 6.2 – CHANGE ORDER and GC 6.3 – CHANGE DIRECTIVE.
- 10.2.6 If the *Construction Manager* fails to advise the *Consultant* in writing, fails to obtain direction as required in paragraph 10.2.5, and performs work knowing it to be contrary to any laws, ordinances, rules, regulations, or codes; the *Construction Manager* shall be responsible for and shall correct the violations thereof; and shall bear the costs, expenses and damages attributable to the failure to comply with the provisions of such laws, ordinances, rules, regulations, or codes.

### **GC 10.3 PATENT FEES**

- 10.3.1 The *Construction Manager* shall pay the royalties and patent licence fees required for the performance of the *Contract*. The *Construction Manager* shall hold the *Owner* harmless from and against claims, demands, losses, costs, damages, actions, suits or proceedings arising out of the *Construction Manager*’s performance of the *Contract* which are attributable to an infringement or an alleged infringement of a patent of invention by the *Construction Manager* or anyone for whose acts the *Construction Manager* may be liable.
- 10.3.2 The *Owner* shall hold the *Construction Manager* harmless against claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of the *Construction Manager*’s performance of the *Contract* which are attributable to an infringement or an alleged infringement of a patent of invention in executing anything for the purpose of the *Contract*, the physical model, plan or design of which was supplied to the *Construction Manager* as part of the *Contract*.

### **GC 10.4 WORKERS’ COMPENSATION**

- 10.4.1 Prior to commencing the *Work*, and again with the *Construction Manager*’s applications for payment, the *Construction Manager* shall provide evidence of compliance with workers’ compensation legislation at the *Place of the Work*.

## **PART 11 INSURANCE**

### **GC 11.1 INSURANCE**

- 11.1.1 Without restricting the generality of GC 13.1 – INDEMNIFICATION, the *Construction Manager* shall provide, maintain and pay for the following insurance coverages, the requirements of which are specified in CCDC 41 – ‘CCDC Insurance Requirements’ in effect on the date of the Agreement, except as hereinafter provided:
1. General liability insurance in the name of the *Construction Manager* and include, or in the case of a single, blanket policy, be endorsed to name, the *Owner* and the *Consultant* as insureds but only with respect to liability, other than legal liability arising out of their sole negligence, arising out of the operations of the *Construction Manager* with regard to the *Work*. General liability insurance shall be maintained from the date of commencement of the *Pre-construction Services* until one year from the date of *Ready-for-Takeover*. Liability coverage shall be provided for completed operations hazards from the date of *Ready-for-Takeover* on an ongoing basis for a period of 6 years following *Ready-for-Takeover*.
  2. Automobile Liability Insurance from the date of commencement of the *Pre-construction Services* until one year after the date of *Ready-for-Takeover*.
  3. Unmanned aerial vehicle aircraft, manned aircraft or watercraft Liability Insurance when owned or non-owned manned or unmanned aircraft or watercraft are used directly or indirectly in the performance of the *Pre-construction Services*, the *Construction Services*, or the *Work*.
  4. “Broad form” property insurance in the joint names of the *Construction Manager*, the *Owner* and the *Consultant*. The policy shall include as insureds all subcontractors and consultants of any tier. The “Broad form” property insurance shall be provided from the date of commencement of the *Work* until the earliest of:
    - (1) 10 calendar days after the date of *Ready-for-Takeover*;
    - (2) on the commencement of use or occupancy of any part or section of the *Work* unless such use or occupancy is for construction purposes, habitational, office, banking, convenience store under 465 square metres in area, or parking purposes, or for the installation, testing and commissioning of equipment forming part of the *Work*; and
    - (3) when left unattended for more than 30 consecutive calendar days or when construction activity has ceased for more than 30 consecutive calendar days.

- .5 Boiler and machinery insurance in the joint names of the *Construction Manager*, the *Owner* and the *Consultant*. The policy shall include as insureds all subcontractors and consultants of any tier. The coverage shall be maintained continuously from commencement of use or operation of the boiler and machinery objects insured by the policy and until 10 calendar days after the date of *Ready-for-Takeover*.
  - .6 The “Broad form” property and boiler and machinery policies shall provide that, in the case of a loss or damage, payment shall be made to the *Owner* and the *Construction Manager* as their respective interests may appear. In the event of loss or damage:
    - (1) the *Construction Manager* shall act on behalf of the *Owner* for the purpose of adjusting the amount of such loss or damage payment with the insurers. When the extent of the loss or damage is determined, the *Construction Manager* shall proceed to restore the *Work*. Loss or damage shall not affect the rights and obligations of either party under the *Contract* except that the *Construction Manager* shall be entitled to such reasonable extension of *Contract Time* relative to the extent of the loss or damage as the *Consultant* may recommend in consultation with the *Construction Manager*;
    - (2) the *Construction Manager* shall be entitled to receive from the *Owner*, in addition to the amount due under the *Contract*, the amount which the *Owner*’s interest in restoration of the *Work* has been appraised, such amount to be paid as the restoration of the *Work* proceeds in accordance with the progress payment provisions. In addition the *Construction Manager* shall be entitled to receive from the payments made by the insurer the amount of the *Construction Manager*’s interest in the restoration of the *Work*; and
    - (3) to the *Work* arising from the work of the *Owner*, the *Owner*’s own forces or *Other Contractors*, the *Owner* shall, in accordance with the *Owner*’s obligations under the provisions relating to construction by the *Owner* or *Other Contractors*, pay the *Construction Manager* the cost of restoring the *Work* as the restoration of the *Work* proceeds and as in accordance with the progress payment provisions.
  - .7 Contractors’ Equipment Insurance from the date of commencement of the *Work* until one year after the date of *Ready-for-Takeover*.
  - .8 Contractors’ Pollution Liability Insurance from the date of commencement of the *Work* until one year after the date of *Ready-for-Takeover*.
- 11.1.2 Prior to commencement of the *Pre-construction Services* and upon the placement, renewal, amendment, or extension of all or any part of the insurance, the *Construction Manager* shall promptly provide the *Owner* with confirmation of coverage and, if required, a certified true copy of the policies certified by an authorized representative of the insurer together with copies of any amending endorsements applicable to the *Work*.
  - 11.1.3 The parties shall pay their share of the deductible amounts in direct proportion to their responsibility in regards to any loss for which the above policies are required to pay, except where such amounts may be excluded by the terms of the *Contract*. Should the responsible party not be bound to the *Contract*, then the deductible amounts shall be charged back to the *Owner*.
  - 11.1.4 If the *Construction Manager* fails to provide or maintain insurance as required by the *Contract Documents*, then the *Owner* shall have the right to provide and maintain such insurance and give evidence to the *Construction Manager* and the *Consultant*. The *Construction Manager* shall pay the cost thereof to the *Owner* on demand or the *Owner* may deduct the cost from the amount which is due or may become due to the *Construction Manager*.
  - 11.1.5 All required insurance policies shall be with insurers licensed to underwrite insurance in the jurisdiction of the *Place of the Work*.
  - 11.1.6 If a revised version of CCDC 41 is published, which specifies reduced insurance requirements, the parties shall address such reduction, prior to the *Construction Manager*’s insurance policy becoming due for renewal, and record any agreement in a *Change Order*.
  - 11.1.7 If a revised version of CCDC 41 is published, which specifies increased insurance requirements, the *Owner* may request the increased coverage from the *Construction Manager* by way of a *Change Order*.
  - 11.1.8 A *Change Directive* shall not be used to direct a change in the insurance requirements in response to the revision of CCDC 41.

## **PART 12 OWNER TAKEOVER**

### **GC 12.1 READY-FOR-TAKEOVER**

- 12.1.1 The prerequisites to attaining *Ready-for-Takeover* of the *Work* are limited to the following:
  - .1 The *Consultant* has certified or verified the *Substantial Performance of the Work*.
  - .2 Evidence of compliance with the requirements for occupancy or occupancy permit as prescribed by the authorities having jurisdiction.
  - .3 Final cleaning and waste removal at the time of applying for *Ready-for-Takeover*, as required by the *Contract Documents*.

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- .4 The delivery to the *Owner* of such operations and maintenance documents reasonably necessary for immediate operation and maintenance, as required by the *Contract Documents*.
  - .5 Make available a copy of the as-built drawings completed to date on site.
  - .6 Startup, testing required for immediate occupancy, as required by the *Contract Documents*.
  - .7 Ability to secure access to the *Work* has been provided to the *Owner*, if required by the *Contract Documents*.
  - .8 Demonstration and training, as required by the *Contract Documents*, is scheduled by the *Construction Manager* acting reasonably.
- 12.1.2 If any prerequisites set forth in paragraphs 12.1.1.3 to 12.1.1.6 must be deferred because of conditions reasonably beyond the control of the *Construction Manager*, or by agreement between the *Owner* and the *Construction Manager* to do so, *Ready-for-Takeover* shall not be delayed.
- 12.1.3 When the *Construction Manager* considers that the *Work* is *Ready-for-Takeover*, the *Construction Manager* shall deliver to the *Consultant* and to the *Owner* a comprehensive list of items to be completed or corrected, together with a written application for *Ready-for-Takeover* for review. Failure to include an item on the list does not alter the responsibility of the *Construction Manager* to complete the *Contract*.
- 12.1.4 The *Consultant* will review the *Work* to verify the validity of the application and will promptly, and in any event, no later than 10 calendar days after receipt of the *Construction Manager*'s list and application:
- .1 confirm the date of *Ready-for-Takeover* in writing to each of the *Owner* and the *Construction Manager*, or
  - .2 advise the *Construction Manager* in writing that the *Work* is not *Ready-for-Takeover* and give reasons why.
- 12.1.5 Immediately following the confirmation of the date of *Ready-for-Takeover*, the *Construction Manager*, in consultation with the *Consultant*, shall establish a reasonable date for finishing the *Work*.
- 12.1.6 The provision of GC 12.1 – READY-FOR-TAKEOVER shall be subject to GC 12.2 – EARLY OCCUPANCY BY THE OWNER.

## **GC 12.2 EARLY OCCUPANCY BY THE OWNER**

- 12.2.1 The *Owner* may take occupancy of a part or the entirety of the *Work* before *Ready-for-Takeover* has been attained only as agreed by the *Construction Manager* which agreement shall not be unreasonably withheld.
- 12.2.2 The *Owner* shall not occupy a part or the entirety of the *Work* without prior approval by authorities having jurisdiction.
- 12.2.3 If the *Owner* takes occupancy of a part of the *Work* before *Ready-for-Takeover* has been attained:
- .1 The part of the *Work* which is occupied shall be deemed to have been taken over by the *Owner* as from the date on which it is occupied.
  - .2 The *Construction Manager* shall cease to be liable for the care of such part as from this date, when responsibility shall pass to the *Owner*.
  - .3 The warranty period specified in paragraph 12.3.1 of GC 12.3 – WARRANTY for that part of the *Work* shall start from the date on which it is occupied.
- 12.2.4 If the *Owner* takes occupancy of the entirety of the *Work* before all the prerequisites are met as described in paragraph 12.1.1 of GC 12.1 – READY-FOR-TAKEOVER, the *Work* shall, subject to the requirements of the applicable lien legislation, be deemed to achieve *Ready-for-Takeover*. This shall not relieve the *Construction Manager*'s responsibility to complete the *Work* in a timely manner.

## **GC 12.3 WARRANTY**

- 12.3.1 Except for extended warranties as described in paragraph 12.3.7, the warranty period under this *Contract* is one year from the date when *Ready-for-Takeover* has been attained.
- 12.3.2 The *Construction Manager* shall be responsible for the proper performance of the *Work* to the extent that the design and *Contract Documents* permit such performance.
- 12.3.3 The *Owner*, through the *Consultant*, shall promptly give the *Construction Manager* *Notice in Writing* of observed defects and deficiencies which occur during the one year warranty period.
- 12.3.4 Subject to paragraph 12.3.2, the *Construction Manager* shall correct promptly defects or deficiencies in the *Work* which appear prior to and during the one year warranty period.
- 12.3.5 The *Construction Manager* shall correct damage resulting from corrections made under the requirements of paragraph 12.3.4 subject to GC 2.5 – DEFECTIVE WORK.

- 12.3.6 Subject to paragraph 12.3.7 and GC 2.5 – DEFECTIVE WORK, the *Construction Manager* shall enforce the warranty obligations of *Subcontractors* and *Suppliers*.
- 12.3.7 Any extended warranties required beyond the one year warranty period as described in paragraph 12.3.1 shall be as specified in the *Contract Documents*. Extended warranties shall be issued by the warrantor to the benefit of the *Owner*. The *Construction Manager's* responsibility with respect to extended warranties shall be limited to obtaining any such extended warranties from the warrantor. The obligations under such extended warranties are solely the responsibilities of the warrantor.

## PART 13 INDEMNIFICATION, LIMITATION OF LIABILITY AND WAIVER OF CLAIMS

### GC 13.1 INDEMNIFICATION

- 13.1.1 Subject to GC 13.2 – LIMITATION OF LIABILITY, the *Owner* and the *Construction Manager* shall each indemnify and hold harmless the other from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings whether in respect to losses suffered by them or in respect to claims by third parties that arise out of, or are attributable in any respect to their involvement as parties to this *Contract*, provided such claims are:
- .1 caused by:
    - (1) the negligent acts or omissions of the party from whom indemnification is sought or anyone for whose negligent acts or omissions that party is liable, or
    - (2) a failure of the party to the *Contract* from whom indemnification is sought to fulfill its terms or conditions; and
  - .2 made by *Notice in Writing* within a period of 6 years from the *Ready-for-Takeover* date or within such shorter period as may be prescribed by any limitation statute of the Province or Territory of the *Place of the Work*.
- The parties expressly waive the right to indemnity for claims other than those provided for in this *Contract*.
- 13.1.2 The obligation of either party to indemnify the other as set forth in paragraph 13.1.1 and paragraph 13.2.1 of GC 13.2 – LIMITATION OF LIABILITY shall be inclusive of interest and all legal costs.
- 13.1.3 The *Owner* and the *Construction Manager* shall indemnify and hold harmless the other from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of their obligations described in GC 9.2 – TOXIC AND HAZARDOUS SUBSTANCES and GC 9.5 – MOULD.
- 13.1.4 The *Owner* shall indemnify and hold harmless the *Construction Manager* from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings:
- .1 as described in paragraph 10.3.2 of GC 10.3 – PATENT FEES, and
  - .2 arising out of the *Construction Manager's* performance of the *Contract* which are attributable to a lack of or defect in title or an alleged lack of or defect in title to the *Place of the Work*.
- 13.1.5 In respect to any claim for indemnity or to be held harmless by the *Owner* or the *Construction Manager*:
- .1 *Notice in Writing* of such claim shall be given within a reasonable time after the facts upon which such claim is based become known; and
  - .2 should any party be required as a result of its obligation to indemnify another to pay or satisfy a final order, judgment or award made against the party entitled by this contract to be indemnified, then the indemnifying party upon assuming all liability for any costs that might result shall have the right to appeal in the name of the party against whom such final order or judgment has been made until such rights of appeal have been exhausted.

### GC 13.2 LIMITATION OF LIABILITY

- 13.2.1 Subject to paragraph 13.2.2, the liability of either party to the other in relation to this *Contract* under any legal theory shall be limited as follows:
- .1 in respect to losses for which insurance is to be provided by either party pursuant to GC 11.1 – INSURANCE, the amount of the applicable insurance required under the *Contract*;
  - .2 in respect to losses for which insurance is not required to be provided by either party in accordance with GC 11.1 – INSURANCE, the greater of the *Contract Price* or \$2,000,000, but in no event shall the sum be greater than \$20,000,000; and
  - .3 in any event to direct loss and damage, and neither party shall have any liability to the other for indirect, consequential, punitive, or exemplary damages.
- 13.2.2 The limitations of liability in paragraph 13.2.1 shall not apply to claims:
- .1 under paragraph 13.1.1 in respect to claims by third parties;
  - .2 under paragraph 13.1.3 in respect to GC 9.2 – TOXIC AND HAZARDOUS SUBSTANCES;
  - .3 under paragraph 13.1.4.1 in respect to GC 10.3 – PATENT FEES;

- .4 under paragraph 13.1.4.2 attributable to a defect in title;
- .5 claims arising from a party's wilful misconduct, wilful default, fraudulent or criminal acts, or abandonment;
- .6 claims arising from a party's violation of applicable laws including, without limitation, any violation of applicable environmental, labour, or occupational health and safety legislation; and
- .7 claims for damages resulting from substantial defects or deficiencies in the *Work* which were not known, or reasonably could not have been discovered, prior to the end of the warranty period prescribed in the *Contract*.  
 "Substantial defects or deficiencies" mean those defects or deficiencies in the *Work* which affect the *Work* to such an extent or in such a manner that a significant part or the whole of the *Work* is unfit for the purpose intended by the *Contract Documents*.

13.2.3 Nothing in this GC 13.2 – LIMITATION OF LIABILITY shall be deemed to limit the *Owner's* obligation to pay the *Contract Price* in accordance with the *Contract*.

### GC 13.3 WAIVER OF CLAIMS

13.3.1 Subject to any lien legislation applicable to the *Place of the Work*, the *Construction Manager* waives and releases the *Owner* from all claims which the *Construction Manager* has or reasonably ought to have knowledge of that could be advanced by the *Construction Manager* against the *Owner* under the *Contract*, including, without limitation, those arising from negligence or breach of contract in respect to which the cause of action is based upon acts or omissions which occurred prior to or on the *Ready-for-Takeover* date, except as follows:

- .1 claims arising prior to or on the *Ready-for-Takeover* date for which *Notice in Writing* of claim has been received by the *Owner* from the *Construction Manager* no later than 5 calendar days before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work* or 20 calendar days following the *Ready-for-Takeover* date, whichever is later;
- .2 indemnification for claims advanced against the *Construction Manager* by third parties for which a right of indemnification may be asserted by the *Construction Manager* against the *Owner* pursuant to the provisions of this *Contract*;
- .3 claims respecting toxic and hazardous substances, patent fees and defect in title matters for which a right of indemnity could be asserted by the *Construction Manager* pursuant to the provisions of paragraphs 13.1.3 or 13.1.4 of GC 13.1 – INDEMNIFICATION; and
- .4 claims resulting from acts or omissions which occur after the *Ready-for-Takeover* date.

13.3.2 The *Construction Manager* waives and releases the *Owner* from all claims resulting from acts or omissions which occurred after the *Ready-for-Takeover* date except for:

- .1 indemnification respecting third party claims, and claims respecting toxic and hazardous substances, patent fees and defect in title matters, all as referred in paragraphs 13.3.1.2 and 13.3.1.3; and
- .2 claims for which *Notice in Writing* of claim has been received by the *Owner* from the *Construction Manager* within 395 calendar days following the *Ready-for-Takeover* date.

13.3.3 Subject to any lien legislation applicable to the *Place of the Work*, the *Owner* waives and releases the *Construction Manager* from all claims which the *Owner* has or reasonably ought to have knowledge of that could be advanced by the *Owner* against the *Construction Manager* under the *Contract*, including, without limitation, those arising from negligence or breach of contract in respect to which the cause of action is based upon acts or omissions which occurred prior to or on the *Ready-for-Takeover* date, except as follows:

- .1 claims arising prior to or on the *Ready-for-Takeover* date for which *Notice in Writing* of claim has been received by the *Construction Manager* from the *Owner* no later 20 calendar days following the *Ready-for-Takeover* date;
- .2 indemnification for claims advanced against the *Owner* by third parties for which a right of indemnification may be asserted by the *Owner* against the *Construction Manager* pursuant to the provisions of this *Contract*;
- .3 claims respecting toxic and hazardous substances for which a right of indemnity could be asserted by the *Owner* against the *Construction Manager* pursuant to the provisions of paragraph 13.1.3 of GC 13.1 – INDEMNIFICATION;
- .4 damages arising from the *Construction Manager's* actions which result in substantial defects or deficiencies in the *Work*.  
 "Substantial defects or deficiencies" mean those defects or deficiencies in the *Work* which affect the *Work* to such an extent or in such a manner that a significant part or the whole of the *Work* is unfit for the purpose intended by the *Contract Documents*;
- .5 claims arising pursuant to GC 12.3 – WARRANTY; and
- .6 claims arising from acts or omissions which occur after the *Ready-for-Takeover* date.

- 13.3.4 Respecting claims arising upon substantial defects and deficiencies in the Work, as referenced in paragraph 13.3.3.4, and notwithstanding paragraph 13.3.3.5, the *Owner* waives and releases the *Construction Manager* from all claims except claims for which *Notice in Writing* of claim has been received by the *Construction Manager* from the *Owner* within a period of six years from the *Ready-for-Takeover* date, provided that any limitation statute of the Province or Territory of the *Place of the Work* permit such agreement. If the applicable limitation statute does not permit such agreement, the time within which any such claim may be brought shall be such shorter period as may be prescribed by any limitation statute of the Province or Territory of the *Place of the Work*.
- 13.3.5 The *Owner* waives and releases the *Construction Manager* from all claims arising from acts or omissions which occur after the *Ready-for-Takeover* date, except for:
- .1 indemnification for claims advanced against the *Owner* by third parties, as referenced in paragraph 13.3.3.2;
  - .2 claims respecting toxic or hazardous substances for which a right of indemnity could be asserted by the *Owner* against the *Construction Manager*, as referenced in paragraph 13.3.3.3;
  - .3 claims arising under GC 12.3 – WARRANTY; and
  - .4 claims for which *Notice in Writing* has been received by the *Construction Manager* from the *Owner* within 395 calendar days following the *Ready-for-Takeover* date.
- 13.3.6 “*Notice in Writing* of claim” as provided for in GC 13.3 – WAIVER OF CLAIMS to preserve a claim or right of action which would otherwise, by the provisions of GC 13.3 – WAIVER OF CLAIMS, be deemed to be waived, must include the following
- .1 a clear and unequivocal statement of an intention to claim;
  - .2 a statement as to the nature of the claim and the grounds upon which the claim is based; and
  - .3 a statement of the estimated quantum of the claim.
- 13.3.7 A claim for lien asserted under the lien legislation prevailing at the *Place of the Work* shall qualify as notice of claim for the purposes of this *Contract*.
- 13.3.8 The party giving the *Notice in Writing* of claim as provided for in GC 13.3 – WAIVER OF CLAIMS shall submit within a reasonable time a detailed account of the amount claimed.
- 13.3.9 Where the event or series of events giving rise to a claim made under paragraphs 13.3.1 or 13.3.3 has a continuing effect, the detailed account submitted under paragraph 13.3.8 shall be considered to be an interim account and the party making the claim shall submit further interim accounts, at reasonable intervals, giving the accumulated amount of the claim and any further grounds upon which such claim is based. The party making the claim shall submit a final account after the end of the effects resulting from the event or series of events.
- 13.3.10 Nothing in GC 13.3 – WAIVER OR CLAIMS shall be deemed to affect the rights of the parties under any lien legislation or limitations legislation prevailing at the *Place of the Work*.

## APPENDIX 1 – STIPULATED PRICE OPTION

If the *Owner* and the *Construction Manager* agree to exercise the *Stipulated Price* option pursuant to paragraph 10.2 of Article A-10 of the Agreement – OPTIONS, and upon signing of the *Change Order* exercising the *Stipulated Price* option, these amendments shall amend the Agreement, Definitions and General Conditions as described below.

### AMENDMENTS TO THE AGREEMENT

#### 1. ARTICLE A-1 THE SERVICES AND THE WORK

##### Paragraphs 1.3 and 1.4

Delete 1.3 and 1.4 and replace with the following:

1.3 subject to adjustment in *Contract Time* as provided for in the *Contract Documents*, attain *Ready-for-Takeover*, by the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_.

#### 2. ARTICLE A-5 CONSTRUCTION MANAGER’S FEE FOR PRE-CONSTRUCTION SERVICES

Delete this Article in its entirety.

#### 3. ARTICLE A-6 REIMBURSABLE EXPENSES FOR PRE-CONSTRUCTION SERVICES

Delete this Article in its entirety.

#### 4. ARTICLE A-7 CONSTRUCTION MANAGER’S FEE FOR CONSTRUCTION SERVICES

Delete this Article in its entirety.

#### 5. ARTICLE A-8 COST OF THE WORK

##### Paragraph 8.1

Delete “*Cost of the Work*” and replace with the following:

cost of performing the work attributable to the *Change Directive* in as much as it contributes directly to the implementation of the *Change Directive*

##### Paragraph 8.1.7

Delete this paragraph in its entirety.

##### Paragraphs 8.3, 8.4 and 8.5

Delete these paragraphs in their entirety.

#### 6. ARTICLE A-9 CONTRACT PRICE

Delete this Article and replace with the following:

9.1 The *Contract Price*, which excludes *Value Added Taxes*, is:

/100 dollars \$

9.2 *Value Added Taxes* (of \_\_\_\_\_ %) payable by the *Owner* to the *Construction Manager* are:

/100 dollars \$

9.3 Total amount payable by the *Owner* to the *Construction Manager* for the *Work* is:

/100 dollars \$

9.4 These amounts shall be subject to adjustments as provided in the *Contract Documents*.

9.5 All amounts are in Canadian funds.

#### 7. ARTICLE A-10 OPTIONS

Delete this Article in its entirety.

#### 8. ARTICLE A-11 PAYMENT

##### Paragraph 11.1

Delete and replace with the following:

11.1 Subject to the provisions of the *Contract Documents* and *Payment Legislation*, and in accordance with legislation and statutory regulations respecting holdback percentages, the *Owner* shall:

- .1 make progress payments to the *Construction Manager* on account of the *Contract Price* when due in the amount certified by the *Consultant* unless otherwise prescribed by *Payment Legislation* together with such *Value Added Taxes* as may be applicable to such payments,
- .2 upon *Substantial Performance of the Work*, pay to the *Construction Manager* the unpaid balance of the holdback amount when due together with such *Value Added Taxes* as may be applicable to such payment, and
- .3 upon the issuance of the final certificate for payment, pay to the *Construction Manager* the unpaid balance of the *Contract Price* when due together with such *Value Added Taxes* as may be applicable to such payment.

9. DEFINITION – CONTRACT TIME

Delete and replace with the following:

The *Contract Time* is the time from commencement of the *Pre-construction Services* to the date of *Ready-for-Takeover* as stipulated in paragraph 1.3 of Article A-1 of the Agreement – THE SERVICES AND THE WORK.

10. GC 2.4 REVIEW AND INSPECTION OF THE WORK

**Paragraph 2.4.5**

Delete the last sentence and replace with the following:

If the work is in accordance with the requirements of the *Contract Documents*, the *Owner* shall pay the cost of examination and restoration.

**New paragraphs 2.4.6 and 2.4.7**

Insert new paragraphs as follows:

2.3.6 The *Construction Manager* shall pay the cost of making any test or inspection, including the cost of samples required for such test or inspection, if such test or inspection is designated in the *Contract Documents* to be performed by the *Construction Manager* or is required by the laws or ordinances applicable to the *Place of the Work*.

2.3.7 The *Construction Manager* shall pay the cost of samples required for any test or inspection to be performed by others if such test or inspection is designated in the *Contract Documents*.

11. GC 2.5 DEFECTIVE WORK

**Paragraph 2.5.3**

Delete and replace with the following:

2.5.3 If in the opinion of the *Consultant* it is not expedient to correct defective work or work not performed as provided in the *Contract Documents*, the *Owner* may deduct from the amount otherwise due to the *Construction Manager* the difference in value between the work as performed and that called for by the *Contract Documents*. If the *Owner* and the *Construction Manager* do not agree on the difference in value, they shall refer the matter to the *Consultant* for a finding.

12. GC 3.6 SUBCONTRACTORS AND SUPPLIERS

**Paragraphs 3.6.2, 3.6.3 and 3.6.4**

Delete and replace with the following:

3.6.2 The *Construction Manager* shall indicate in writing, if requested by the *Owner*, those *Subcontractors* or *Suppliers* whose bids have been received by the *Construction Manager* which the *Construction Manager* would be prepared to accept for the performance of a portion of the *Work*. Should the *Owner* not object before signing the *Change Order* exercising the *Stipulated Price* option, the *Construction Manager* shall employ those *Subcontractors* or *Suppliers* so identified by the *Construction Manager* in writing for the performance of that portion of the *Work* to which their bid applies.

3.6.3 The *Owner* may, for reasonable cause, at any time before the *Owner* has signed the *Change Order* exercising the *Stipulated Price* option, object to the use of a proposed *Subcontractor* or *Supplier* and require the *Construction Manager* to employ one of the other subcontract bidders.

3.6.4 If the *Owner* requires the *Construction Manager* to change a proposed *Subcontractor* or *Supplier*, the *Contract Price* and *Contract Time* shall be adjusted by the difference occasioned by such required change.

**New paragraph 3.6.6**

Insert new paragraph as follows:

3.6.6 The *Construction Manager* shall not be required to employ as a *Subcontractor* or *Supplier*, a person or firm to which the *Construction Manager* may reasonably object.

13. GC 3.7 LABOUR AND PRODUCTS

**New paragraph 3.7.3**

Insert new paragraph as follows:

3.7.3 The *Construction Manager* shall provide and pay for labour, *Products*, tools, *Construction Equipment*, water, heat, light, power, transportation, and other facilities and services necessary for the performance of the *Work* in accordance with the *Contract*.

14. GC 4.1 CASH ALLOWANCES

**New GC 4.1**

Insert new General Condition as follows:

**GC 4.1 CASH ALLOWANCES**

4.1.1 The *Contract Price* includes the cash allowances, if any, stated in the *Contract Documents*. The scope of the *Work* or costs included in such cash allowances shall be as described in the *Contract Documents*.

- 4.1.2 The *Contract Price*, and not the cash allowances, includes the *Construction Manager's* overhead and profit in connection with such cash allowances.
- 4.1.3 Expenditures under cash allowances shall be authorized by the *Owner* through the *Consultant*.
- 4.1.4 Where the actual cost of the *Work* under any cash allowance exceeds the amount of the allowance, any unexpended amounts from other cash allowances shall be reallocated, at the *Consultant's* direction, to cover the shortfall, and, in that case, there shall be no additional amount added to the *Contract Price* for overhead and profit. Only where the actual cost of the *Work* under all cash allowances exceeds the total amount of all cash allowances shall the *Construction Manager* be compensated for the excess incurred and substantiated, plus an amount for overhead and profit on the excess only, as set out in the *Contract Documents*.
- 4.1.5 The net amount of any unexpended cash allowances, after providing for any reallocations as contemplated in paragraph 4.1.4, shall be deducted from the *Contract Price* by *Change Order* without any adjustment for the *Construction Manager's* overhead and profit on such amount.
- 4.1.6 The value of the *Work* performed under a cash allowance is eligible to be included in progress payments.
- 4.1.7 The *Construction Manager* and the *Consultant* shall jointly prepare a schedule that shows when the items called for under cash allowances must be ordered to avoid delaying the progress of the *Work*.

15. GC 5.2 ACCOUNTING AND AUDIT

Delete this General Condition in its entirety.

16. GC 5.3 APPLICATIONS FOR PAYMENT FOR PRE-CONSTRUCTION SERVICES

Delete this General Condition in its entirety.

17. GC 5.4 APPLICATIONS FOR PAYMENT FOR THE WORK

**Paragraph 5.4.1**

Delete and replace with:

- 5.4.1 Applications for payment on account as provided in Article A-11 of the Agreement – PAYMENT shall be submitted monthly to the *Owner* and the *Consultant* simultaneously as the *Work* progresses.

**Paragraphs 5.4.3 and 5.4.4**

Delete and replace with:

- 5.4.3 The amount claimed shall be for the value, proportionate to the amount of the *Contract*, of *Work* performed and *Products* delivered to the *Place of the Work* as of the last day of the payment period.
- 5.4.4 The *Construction Manager* shall submit to the *Consultant*, at least 15 calendar days before the first application for payment after exercising the *Stipulated Price* option, a schedule of values for the parts of the *Work*, aggregating the total amount of the *Contract Price*, so as to facilitate evaluation of applications for payment.

**Paragraph 5.4.6**

Insert to the end of the paragraph with the following:

and be based on the schedule of values accepted by the *Consultant*.

**Paragraph 5.4.8**

Delete this paragraph in its entirety.

**Paragraph 5.4.9**

Delete the first sentence.

18. GC 6.2 CHANGE ORDER

**Paragraphs 6.2.1 and 6.2.2**

Delete “*Fee for Construction Services*” and replace with “*Contract Price*”.

19. GC 6.3 CHANGE DIRECTIVE

**Paragraphs 6.3.1 and 6.3.8**

Delete “*Fee for Construction Services*” and replace with “*Contract Price*”.

**Paragraph 6.3.6**

Delete and replace with:

- 6.3.6 The adjustment in the *Contract Price* for a change carried out by way of a *Change Directive* shall be determined on the basis of the cost of the *Construction Manager's* actual expenditures and savings attributable to the *Change Directive*, valued in accordance with Article A-8 of the Agreement – COST OF THE WORK and as follows:
  - .1 If the change results in a net increase in the *Construction Manager's* cost, the *Contract Price* shall be increased by the amount of the net increase in the *Construction Manager's* cost, plus the *Construction Manager's* percentage fee on such net increase.
  - .2 If the change results in a net decrease in the *Construction Manager's* cost, the *Contract Price* shall be decreased by the amount of the net decrease in the *Construction Manager's* cost, without adjustment for the *Construction Manager's* percentage fee.

- .3 The *Construction Manager's* fee shall be as specified in the *Contract Documents* or as otherwise agreed by the parties.

**New paragraphs 6.3.9, 6.3.10 and 6.3.11**

Insert new paragraphs as follows:

- 6.3.9 The *Construction Manager* shall keep full and detailed accounts and records necessary for the documentation of the cost of performing the *Work* attributable to the *Change Directive* and shall provide the *Consultant* with copies thereof.
- 6.3.10 For the purpose of valuing *Change Directives*, the *Owner* shall be afforded reasonable access to all of the *Construction Manager's* pertinent documents related to the cost of performing the *Work* attributable to the *Change Directive*.
- 6.3.11 Pending determination of the final amount of a *Change Directive*, the undisputed value of the *Work* performed as the result of a *Change Directive* is eligible to be included in progress payments.

20. GC 6.4 CONCEALED OR UNKNOWN CONDITIONS

**Paragraph 6.4.2**

Delete "*Fee for Construction Services* or the *Contract Time*" and replace with "*Construction Manager's* cost or time to perform the *Work*".

**Paragraph 6.4.3**

Delete "*Fee for Construction Services*" and replace with "*Contract Price*".

21. GC 6.5 DELAYS

**Paragraph 6.5.1**

Delete "*Fee for Construction Services*" and replace with "*Contract Price*".

**Paragraph 6.5.2**

Delete "within the previously agreed *Contract Time*" and replace with "by the date stipulated in Article A-1 of the Agreement – THE SERVICES AND THE WORK".

Delete "*Fee for Construction Services*" and replace with "*Contract Price*".

**Paragraph 6.5.3**

Delete paragraph 6.5.3.4 in its entirety.

Delete the last sentence and replace with the following:

The *Construction Manager* shall not be entitled to payment for costs incurred by such delays until such delays result from actions by the *Owner*, the *Consultant* or anyone employed or engaged by them directly or indirectly.

22. GC 6.6 CLAIMS FOR A CHANGE IN CONTRACT PRICE

**Paragraph 6.6.5**

Delete the first sentence.

23. GC 7.1 OWNER'S RIGHT TO PERFORM THE WORK, TERMINATE THE CONSTRUCTION MANAGER'S RIGHT TO CONTINUE WITH THE WORK OR TERMINATE THE CONTRACT

**Paragraph 7.1.5**

Delete paragraphs 7.1.5.2, 7.1.5.3 and 7.2.5.4 and replace with the following:

7.1.5.2 withhold further payment to the *Construction Manager* until a final certificate for payment is issued,

7.1.5.3 charge the *Construction Manager* the amount by which the full cost of finishing the *Work* as certified by the *Consultant*, including compensation to the *Consultant* for the *Consultant's* additional services and a reasonable allowance as determined by the *Consultant* to cover the cost of corrections to work performed by the *Construction Manager* that may be required under GC 12.3 – WARRANTY, exceeds the unpaid balance of the *Contract Price*; however, if such cost of finishing the *Work* is less than the unpaid balance of the *Contract Price*, the *Owner* shall pay the *Construction Manager* the difference, and

7.1.5.4 on expiry of the warranty period, charge the *Construction Manager* the amount by which the cost of corrections to the *Construction Manager's* work under GC 12.3 – WARRANTY exceeds the allowance provided for such corrections, or if the cost of such corrections is less than the allowance, pay the *Construction Manager* the difference.

**Paragraphs 7.1.6, 7.1.8 and 7.1.9**

Delete these paragraphs in their entirety.

24. GC 7.2 CONSTRUCTION MANAGER’S RIGHT TO SUSPEND THE WORK OR TERMINATE THE CONTRACT

**Paragraph 7.2.3.3**

Delete “the compensation for *Pre-Construction Services* or the amounts for the *Fee for Construction Services* and the *Cost of the Work*” and replace with “the amounts”.

**Paragraph 7.2.5**

Delete paragraphs 7.2.5.1, 7.2.5.2, 7.2.5.3, and 7.2.5.4 and replace with the following:

all work performed including reasonable profit, for loss sustained upon *Products* and *Construction Equipment*, and such other damages as the *Construction Manager* may have sustained as a result of the termination of the *Contract*.

25. GC 8.1 AUTHORITY OF THE CONSULTANT

**Paragraph 8.1.3**

Delete “and the cost of which shall be included in the *Cost of the Work* as described in Article A-8 of the Agreement – COST OF THE WORK” and insert the following to the end of the paragraph:

If it is subsequently determined that such instructions were in error or at variance with the *Contract Documents*, the *Owner* shall pay the *Construction Manager* costs incurred by the *Construction Manager* in carrying out such instructions which the *Construction Manager* was required to do beyond what the *Contract Documents* correctly understood and interpreted would have required, including costs resulting from interruption of the *Work*.

26. GC 9.1 PROTECTION OF WORK AND PROPERTY

**Paragraph 9.1.4**

Delete “*Fee for Construction Services*” and replace with “*Contract Price*”.

27. GC 9.3 ARTIFACTS AND FOSSILS

**Paragraph 9.3.3**

Delete “*Fee for Construction Services* or the *Contract Time*” and replace with “*Construction Manager*’s cost or time to perform the *Work*”.

28. GC 10.1 TAXES AND DUTIES

Delete this General Condition and replace with the following:

- 10.1.1 The *Contract Price* shall include all taxes and customs duties in effect at the date the *Change Order* exercising the *Stipulated Price* option is signed except for *Value Added Taxes* payable by the *Owner* to the *Construction Manager* as stipulated in Article A-9 of the Agreement – CONTRACT PRICE.
- 10.1.2 Any increase or decrease in costs to the *Construction Manager* due to changes in taxes and duties after the date the *Change Order* exercising the *Stipulated Price* option is signed shall increase or decrease the *Contract Price* accordingly.

29. GC 10.2 LAWS, NOTICES, PERMITS, AND FEES

**Paragraph 10.2.3**

Delete “*Cost of the Work*” and replace with “*Contract Price*”.

**New paragraph 10.2.7**

Insert new paragraph as follows:

- 10.2.7 If, subsequent to the date the *Change Order* exercising the *Stipulated Price* option is signed, changes are made to applicable laws, ordinances, rules, regulations, or codes of authorities having jurisdiction which affect the cost of the *Work*, either party may submit a claim in accordance with the requirements of GC 6.6 – CLAIMS FOR A CHANGE IN CONTRACT PRICE.

30. GC 12.3 WARRANTY

**Paragraph 12.3.6**

Delete this paragraph in its entirety.

## APPENDIX 2 – GUARANTEED MAXIMUM PRICE (“GMP”) OPTION

If the *Owner* and the *Construction Manager* agree to exercise the *Guaranteed Maximum Price* option pursuant to paragraph 10.3 of Article A-10 of the Agreement – OPTIONS, and upon signing of the *Change Order* exercising the *Guaranteed Maximum Price* option, these amendments shall amend the Agreement, Definitions and General Conditions as described below.

### AMENDMENTS TO THE AGREEMENT

#### 1. ARTICLE A-9 CONTRACT PRICE

##### **New paragraphs 9.4 and 9.5**

Insert new paragraphs as follows:

9.4 The *Contract Price* is guaranteed by the *Construction Manager* not to exceed:  
\_\_\_\_\_ /100 dollars (\$ \_\_\_\_\_)  
subject to adjustment of the *Guaranteed Maximum Price* as provided in the *Contract Documents*.

9.5 The *Construction Manager* shall pay that portion of the *Contract Price*, if any, that exceeds the *Guaranteed Maximum Price* without reimbursement by the *Owner*.

### AMENDMENTS TO THE GENERAL CONDITIONS

#### 2. Paragraphs 3.6.3, 6.2.2, 6.3.1, 6.3.8, 6.4.2, 6.4.3, 9.1.4, 9.3.3

Insert “, the *Guaranteed Maximum Price*” after “*Fee for Construction Services*”.

#### 3. Paragraphs 6.2.1, 6.3.6, 6.5.1, 6.5.2, and 6.5.3

Insert “and the *Guaranteed Maximum Price*” after “*Fee for Construction Services*”.

#### 4. Paragraph 6.6.1

Insert “or the *Guaranteed Maximum Price*” after “*Contract Price*”.

#### 5. Paragraphs 9.2.7.2 and 9.2.7.3

Add “and adjust the *Guaranteed Maximum Price*” after “reimburse the *Construction Manager*”.

#### 6. PART 4 ALLOWANCES

##### **New GC 4.1**

Insert new General Condition as follows:

##### **GC 4.1 CASH ALLOWANCES**

4.1.1 The *Guaranteed Maximum Price* includes the cash allowances, if any, stated in the *Contract Documents*. The scope of the *Work* or costs included in such cash allowances shall be as described in the *Contract Documents*.

4.1.2 The *Guaranteed Maximum Price*, and not the cash allowances, includes the *Construction Manager*’s overhead and profit in connection with such cash allowances.

4.1.3 Expenditures under cash allowances shall be authorized by the *Owner* through the *Consultant*.

4.1.4 Where the actual *Cost of the Work* under any cash allowance exceeds the amount of the allowance, any unexpended amounts from other cash allowances shall be reallocated, at the *Consultant*’s direction, to cover the shortfall, and, in that case, there shall be no additional amount added to the *Guaranteed Maximum Price* for overhead and profit. Only where the actual *Cost of the Work* under all cash allowances exceeds the total amount of all cash allowances shall the *Guaranteed Maximum Price* be increased by the excess incurred and substantiated, plus an amount for overhead and profit on the excess only, as set out in the *Contract Documents*.

4.1.5 The net amount of any unexpended cash allowances, after providing for any reallocations as contemplated in paragraph 4.1.4, shall be deducted from the *Guaranteed Maximum Price* by *Change Order* without any adjustment for the *Construction Manager*’s overhead and profit.

4.1.6 The value of the *Work* performed under a cash allowance is eligible to be included in progress payments.

4.1.7 The *Construction Manager* and the *Consultant* shall jointly prepare a schedule that shows when items called for under cash allowances must be ordered to avoid delaying the progress of the *Work*.

#### 7. GC 10.1 TAXES AND DUTIES

##### **New Paragraph 10.1.2**

Insert new paragraph as follows:

10.1.2 Any increase or decrease in the *Cost of the Work* due to changes in taxes and customs duties after the date the *Change Order* exercising the *Guaranteed Maximum Price* option is signed, shall increase or decrease the *Guaranteed Maximum Price* accordingly.

8. GC 10.2 LAWS, NOTICES, PERMITS, AND FEES

**Paragraph 10.2.5**

Delete “date of the Agreement” and replace with “date the *Change Order* exercising the *Guaranteed Maximum Price* option is signed”.

**Paragraph 10.2.7**

Insert new paragraph as follows:

10.2.7 If, subsequent to the date the *Change Order* exercising the *Guaranteed Maximum Price* option is signed, changes are made to applicable laws, ordinances, rules, regulations, or codes of authorities having jurisdiction which affect the *Cost of the Work*, either party may submit a claim in accordance with the requirements of GC 6.6 – CLAIMS FOR A CHANGE IN CONTRACT PRICE.

### APPENDIX 3 – GMP PLUS PERCENTAGE COST SAVINGS OPTION

If the *Owner* and the *Construction Manager* agree to exercise the GMP Plus Percentage Cost Savings option pursuant to paragraph 10.4 of Article A-10 of the Agreement – OPTIONS, and upon signing of the *Change Order* exercising the GMP Plus Percentage Cost Savings option, these amendments shall amend the Agreement, Definitions and General Conditions as described below.

#### AMENDMENTS TO THE AGREEMENT

##### 1. ARTICLE A-9 CONTRACT PRICE

###### **New paragraphs 9.4, 9.5 and 9.6**

Insert new paragraphs as follows:

- 9.4 The *Contract Price* is guaranteed by the *Construction Manager* not to exceed: \_\_\_\_\_/100 dollars (\$ \_\_\_\_\_) subject to adjustment of the *Guaranteed Maximum Price* as provided in the *Contract Documents*.
- 9.5 If the *Contract Price* exceeds the *Guaranteed Maximum Price*, the difference will be paid by the *Construction Manager* without reimbursement by the *Owner*.
- 9.6 If the *Contract Price* is less than the *Guaranteed Maximum Price*, the difference will be disbursed as follows:
- (1) retained by the *Owner*: \_\_\_\_\_ %
- (2) paid to the *Construction Manager*: \_\_\_\_\_ %

#### AMENDMENTS TO THE GENERAL CONDITIONS

##### 2. Paragraphs 3.6.3, 6.2.2, 6.3.1, 6.3.8, 6.4.2, 6.4.3, 9.1.4, 9.3.3

Insert “, the *Guaranteed Maximum Price*” after “*Fee for Construction Services*”.

##### 3. Paragraphs 6.2.1, 6.3.6, 6.5.1, 6.5.2, and 6.5.3

Insert “and the *Guaranteed Maximum Price*” after “*Fee for Construction Services*”.

##### 4. Paragraph 6.6.1

Insert “or the *Guaranteed Maximum Price*” after “*Contract Price*”.

##### 5. Paragraphs 9.2.7.2 and 9.2.7.3

Add “and adjust the *Guaranteed Maximum Price*” after “reimburse the *Construction Manager*”.

##### 6. PART 4 ALLOWANCES

###### **New GC 4.1**

Insert new General Condition as follows:

###### GC 4.1 CASH ALLOWANCES

- 4.1.1 The *Guaranteed Maximum Price* includes the cash allowances, if any, stated in the *Contract Documents*. The scope of the *Work* or costs included in such cash allowances shall be as described in the *Contract Documents*.
- 4.1.2 The *Guaranteed Maximum Price*, and not the cash allowances, includes the *Construction Manager*’s overhead and profit in connection with such cash allowances.
- 4.1.3 Expenditures under cash allowances shall be authorized by the *Owner* through the *Consultant*.
- 4.1.4 Where the actual *Cost of the Work* under any cash allowance exceeds the amount of the allowance, any unexpended amounts from other cash allowances shall be reallocated, at the *Consultant*’s direction, to cover the shortfall, and, in that case, there shall be no additional amount added to the *Guaranteed Maximum Price* for overhead and profit. Only where the actual *Cost of the Work* under all cash allowances exceeds the total amount of all cash allowances shall the *Guaranteed Maximum Price* be increased by the excess incurred and substantiated, plus an amount for overhead and profit on the excess only, as set out in the *Contract Documents*.
- 4.1.5 The net amount of any unexpended cash allowances, after providing for any reallocations as contemplated in paragraph 4.1.4, shall be deducted from the *Guaranteed Maximum Price* by *Change Order* without any adjustment for the *Construction Manager*’s overhead and profit.
- 4.1.6 The value of the *Work* performed under a cash allowance is eligible to be included in progress payments.
- 4.1.7 The *Construction Manager* and the *Consultant* shall jointly prepare a schedule that shows when items called for under cash allowances must be ordered to avoid delaying the progress of the *Work*.

##### 7. GC 10.1 TAXES AND DUTIES

###### **New Paragraph 10.1.2**

Insert new paragraph as follows:

- 10.1.2 Any increase or decrease in the *Cost of the Work* due to changes in taxes and customs duties after the date the *Change Order* exercising the *GMP Plus Percentage Cost Savings* option is signed, shall increase or decrease the *Guaranteed Maximum Price* accordingly.

8. GC 10.2 LAWS, NOTICES, PERMITS, AND FEES

**Paragraph 10.2.5**

Delete “date of the Agreement” and replace with “date the *Change Order* exercising the *GMP Plus Percentage Cost Savings* option is signed”.

**Paragraph 10.2.7**

Insert new paragraph as follows:

- 10.2.7 If, subsequent to the date the *Change Order* exercising the *GMP Plus Percentage Cost Savings* option is signed, changes are made to applicable laws, ordinances, rules, regulations, or codes of authorities having jurisdiction which affect the *Cost of the Work*, either party may submit a claim in accordance with the requirements of GC 6.6 – CLAIMS FOR A CHANGE IN CONTRACT PRICE.

## SCHEDULE A1 – PRE-CONSTRUCTION SERVICES

*Note: F1 - Included in the fixed fee stated in paragraph 5.1.1 of Article A-5 of the Agreement – CONSTRUCTION MANAGER’S FEE FOR PRE-CONSTRUCTION SERVICES. F2 - Payable based on time-based rates as described in paragraph 5.1.2 of Article A-5 of the Agreement – CONSTRUCTION MANAGER’S FEE FOR PRE-CONSTRUCTION SERVICES.	Performed by the Construction Manager (*F1/F2)	Performed by the Owner or Someone Other Than the Construction Manager
<b>1. General Services</b>		
1.1 Coordinate and consult with the Owner, the Consultant and the Consultant’s design team on a regular basis with respect to all Pre-construction Services.	F1	
1.2 Attend [twice monthly] Project meetings. Or additional meetings if required and agreed by the owner/consultant team and construction manager.	F1	
1.3 Provide advice with respect to construction matters and construction market conditions.	F1	
1.4 Provide [bi-weekly or monthly] reports addressing [project status] [risk register] [project cost]. Or agreed to by all parties.	F1	
<b>2. Pre design Phase</b>		
2.1 Estimating:		
.1 Prepare at least [one] [two] [ ] Class D Construction Cost Estimate[s].	N/A	
.2 [Confirm Class D Construction Cost Estimate prepared by others.]	N/A	
.3 Advise if Class D Construction Cost Estimate exceeds Construction Budget and make recommendations for corrective action.	N/A	
2.2 Scheduling: Prepare preliminary Construction Schedule and update as required. Show sequence and anticipated timing of basic design decisions, design time, approval periods, preparation of required documents, bid solicitation, evaluation of bid submissions, contract awards for Subcontractor and Supplier contracts, Owner supplied Products, on-site construction activities, phasing, and the date of Ready-for-Takeover. Advise if the Construction Schedule varies from the Project Schedule and make recommendations for corrective action.	N/A	
<b>3. Schematic Design Phase</b>		
3.1 Constructability:		
.1 Provide advice on site investigation, site use and possible improvements, selection of Products, assembly systems, and equipment.	N/A	
.2 Review schematic design drawings. Make recommendations on constructability including construction feasibility, availability of materials and labour, alternative designs, possible economies, and time requirements for fabrication, installation and construction.	N/A	
3.2 Estimating:		
.1 Prepare Class C Construction Cost Estimate at the end of the Schematic Design Phase. Identify any material differences from the earlier Class D Construction Cost Estimate.	N/A	
.2 [Confirm, at end of Schematic Design Phase, Class C Construction Cost Estimate prepared by others.]	N/A	
.3 Advise if Class C Construction Cost Estimate exceeds the Construction Budget and make recommendation for corrective action.	N/A	
3.3 Scheduling:		
.1 [Update preliminary Construction Schedule.]	N/A	

.2 [Prepare preliminary Construction Schedule and update as required. Show sequence and anticipated timing of basic design decisions, design time, approval periods, preparation of required documents, bid solicitation, evaluation of bid submissions, contract awards for Subcontractor and Supplier contracts, Owner supplied Products, on-site construction activities, phasing, and the date of Ready-for-Takeover.	N/A	
.3 Advise if preliminary Construction Schedule varies from the Project Schedule or preliminary Construction Schedule previously agreed to by Owner and make recommendations for corrective action.	N/A	
3.4 Other Services: Assist in providing liaison and coordination among government authorities, utility companies and other authorities having jurisdiction.	N/A	
<b>4. Design Development Phase- Will be integrated into the Construction Document Phase.</b>		
4.1 Constructability:		
.1 Provide advice on selection of Products, systems and equipment.	F1	
.2 Review design development drawings and specifications. Make recommendations on constructability including construction feasibility, availability of materials and labour, alternative designs, possible economies, and time requirements for fabrication, installation and construction. The construction manager will make recommendations on site access, strategies and advice on traffic interruption, and required hoarding lines. Road and pedway disruptions to be coordinated with the authority having jurisdiction.	F1	
4.2 Estimating and Cost Control:		
.1 Prepare Class B Construction Cost Estimate at end of Design Development Phase. Identify any material differences from the earlier Class C Construction Cost Estimate.	N/A	
.2 [Confirm, at end of Design Development Phase, Class B Construction Cost Estimate prepared by others.]	N/A	
.3 Advise if Class B Construction Cost Estimate exceeds the Construction Budget and make recommendations for corrective action.	N/A	
.4 Prepare a cash flow forecast based on the Class B Construction Cost Estimate.	N/A	
4.3 Scheduling:		
.1 Prepare or revise Construction Schedule; showing time for design, approval periods, preparation of Construction Documents, bid solicitation, evaluation of bid submissions, contract awards for Subcontractor and Supplier contracts, on-site construction activities, phasing, and date of Ready-for-Takeover.	F1	
.2 Advise if Construction Schedule varies from the Project Schedule or the Construction Schedule previously agreed to by the Owner and make recommendations for corrective action.	F1	
.3 Make recommendations regarding any pre-ordering of Products to meet the Construction Schedule.	F1	
4.4 Procurement Planning:		
.1 Advise regarding scope of Work packages and allowances, Subcontractor and Supplier coordination, and bidding and awarding of Subcontractor and Supplier contracts. Prepare bidder prequalification criteria, documents, and bidder invitation lists for Owner review and approval. Make recommendations for Work to be performed by the Construction Manager's own forces.	F1	
.2 Identify and advise on Products that may require pre-ordering.	F1	
<b>5. Construction Document Phase</b>		
5.1 Constructability:		
.1 Provide advice on selection of Products, systems and equipment.	F1	

.2 Review Specifications and Drawings. Make recommendations as to clarity, consistency, completeness, and constructability including construction feasibility, availability of materials and labour, possible economies, and time requirements for fabrication, installation and construction.	F1	
5.2 Estimating and Cost Control: MJMA/ ACRE are responsible to develop the Construction Documents. The design team will review the construction managers advice and recommendations. Where reasonable the recommendation will be integrated into the Construction Documents. Class A costing will be done at 90%.		
.1 Prepare Class B Construction Cost Estimate when Construction Documents are [30%] complete.	F1	
.2 Prepare Class A Construction Cost Estimate at 90% completion.	F1	
.3 [Confirm Construction Cost Estimates prepared by others.]	F1	
.4 Advise if Construction Cost Estimates exceed Construction Budget and make recommendations for corrective action.	F1	
.5 Prepare or confirm cash flow forecasts based on Construction Cost Estimates.	F1	
5.3 Scheduling:		
.1 Prepare or update the Construction Schedule; showing time for approval periods, preparation of the Construction Documents, bid solicitation, evaluation of bid submissions, contract awards for Subcontractor and Supplier contracts, on-site construction activities, phasing, and the date of Ready-for-Takeover.	F1	
.2 Advise if the Construction Schedule varies from the Project Schedule or the Construction Schedule previously agreed to by Owner and make recommendations for corrective action.	F1	
5.4 Procurement Planning:		
.1 Advise regarding scope of Work packages and allowances, Subcontractor and Supplier coordination, and bidding and awarding of Subcontractor and Supplier contracts. Prepare bid invitation lists for Owner review and approval. Make recommendations for Work to be performed by the Construction Manager's own forces.	F1	
.2 Make recommendations regarding any pre-ordering of Products to meet the Construction Schedule.	F1	
.3 Assist in preparing bid documents for Subcontractors and Suppliers.	F1	
.4 Assist in determining contract security requirements for Subcontractors.	F1	
.5 Coordinate requests for qualifications and bid documents. Review for completeness.	F1	
5.5 Other Services:		
.1 Prepare Division 00 – 'Procurement and Contracting Requirements' for Work packages.	F1	
<b>6. Construction Procurement Phase</b>		
6.1 Subcontracting:		
.1 Develop methods and procedures for Subcontractor and Supplier prequalification, distribution of bid documents for competitive bidding, receipt of bids, Owner review and approval, and contract award.	F1	
.2 Prepare a Class A Construction Cost Estimate for each bid package prior to issuance.	F1	
.3 Make recommendations on Subcontractor and Supplier selection. The construction manager will meet with the city and consultant team to review the subcontractor proposals and ensure the proposals align with the project budget.	F1	
.4 Collate, assemble, and distribute bid documents.	F1	
.5 Coordinate requests for clarification, respond to bidder inquiries and issue addenda.	F1	

## SCHEDULE A2 – REIMBURSABLE EXPENSES FOR PRE-CONSTRUCTION SERVICES

The reimbursable expenses incurred in performing the *Pre-construction Services* as described in Article of the Agreement A-6 – REIMBURSABLE EXPENSES FOR PRE-CONSTRUCTION SERVICES shall be limited to the following:

1. Travel and subsistence expenses of the *Construction Manager's* personnel outside a radius of 50km from the *Place of the Work*.
2. Charges for long distance telephone and facsimile communications, courier services, reproduction of trade contract documents incurred in relation to the performance of this *Contract*.
3. The cost of *Project* specific information technology support in accordance with the method determined by the parties.
4. ~~Deposits lost, provided that they are not caused by negligent acts or omissions of the *Construction Manager* and the *Pre-construction Services* are performed in accordance with this *Contract*.~~
5. ~~The costs to the *Construction Manager* that result from any *Subcontractor's* insolvency or failure to perform.~~
6. ~~Charges levied by authorities having jurisdiction at the *Place of the Work*.~~
7. ~~Royalties, patent licence fees and damages for infringement of patents and cost of defending suits therefore.~~
8. ~~Any adjustment in taxes and duties directly related to the *Project* for which the *Construction Manager* is liable.~~
9. ~~Losses and expenses sustained by the *Construction Manager* for matters which are the subject of the insurance coverages obtained pursuant to GC 11.1 – INSURANCE when such losses and expenses are not recoverable because the amounts are in excess of collectible amounts, within the deductible amounts or are not insurable.~~
10. The costs incurred due to emergencies affecting the safety of persons or property.
11. ~~Legal costs, incurred by the *Construction Manager* in relation to the performance of the *Pre-construction Services* provided that they are not caused by negligent acts or omissions of the *Construction Manager* and the *Pre-construction Services* are performed in accordance with this *Contract*.~~

**SCHEDULE B - CONSTRUCTION SERVICES**

(*Note: F1 - Included in the fixed fee stated in paragraph 7.1.1 of Article A-7 of the Agreement – CONSTRUCTION MANAGER’S FEE FOR CONSTRUCTION SERVICES. F2 - Included in the percentage fee as described in paragraph 7.1.2 of Article A-7 – CONSTRUCTION MANAGER’S FEE FOR CONSTRUCTION SERVICES.)	Performed by the Construction Manager (*F1/F2)	Performed by the Owner or Someone Other Than the Construction Manager
<b>1. General Services</b>		
1.1 Continue to perform Pre-construction Services as required for the Work that is not yet in construction.	F2	
1.2 Chair and minute regular Project meetings with the Owner and the Consultant.	F2	
1.3 Provide monthly [if necessary and agreed on by all parties bi-weekly reporting maybe required] reporting addressing:		
- Construction update	F2	
- Construction Schedule update	F2	
- Cost control and accounting	F2	
- Issues log	F2	
- Change management log	F2	
- Risk management	F2	
- Construction photos	F2	
- Other reports if required by owner and funding partners	F2	
1.4 Provide advice with respect to construction matters and construction market conditions.	F2	
<b>2. Cost Control and Accounting</b>		
2.1 Develop, implement and maintain a system of Construction Cost control and accounting.	F2	
2.2 Advise on variances between the actual Construction Cost and Class A Construction Cost Estimate.	F2	
2.3 Provide reasonable assistance and information to permit recovery of all tax rebates where applicable.	F2	
2.4 Recommend necessary corrective actions to maintain the Construction Budget and the Construction Schedule.	F2	
2.5 Recommend revising the Construction Budget if necessary.	F2	
2.6 Prepare, confirm or update cash flow forecasts based on the latest Construction Budget and the Construction Schedule.	F2	
<b>3. Post-Construction Services</b>		
3.1 Prepare final Construction Cost report. Including Asset Inventory.	F2	
3.2 Perform warranty related Construction Services as required.	F2	
3.3 Assist the Owner in conducting a post-construction occupancy review and third-party testing and commissioning and training.	F2/Owner	
3.4 Participate in post-construction “lessons learned” meetings.	F2	

**SCHEDULE C – TIME-BASED RATES FOR CONSTRUCTION MANAGER’S PERSONNEL**

<p>Personnel employed by the <i>Construction Manager</i> in the performance of the <i>Pre-construction Services</i>, <i>Construction Services</i> and the <i>Work</i>, and listed below, shall be chargeable at the rates provided. Personnel not listed or not added to the list by written agreement of the parties, shall not be chargeable and shall be deemed to be included in the <i>Fee for Pre-construction Services</i> or the <i>Fee for Construction Services</i>.</p> <p>[The <i>Owner</i> may require the <i>Construction Manager</i> to provide, prior to commencement of the <i>Pre-construction Services</i>, an estimate of the <i>Fee for Pre-construction Services</i> to be performed based on time-based rates.]</p> <p>[Rates shall be increased on the anniversary date(s) of the Agreement by a percentage equal to the increase in the [Canadian Consumer Price Index] [ ] [as determined by the Bank of Canada inflation calculator] [or [ ]% whichever is less].]</p> <p>*Provide a comprehensive list that includes:                      (1) trade labour in the direct employ of the <i>Construction Manager</i>.                      (2) the <i>Construction Manager</i>'s personnel stationed at the <i>Place of the Work</i>, in whatever capacity employed.                      (3) the <i>Construction Manager</i>'s personnel engaged at shops or on the road, in expediting the production or transportation of materials or equipment.                      (4) the <i>Construction Manager</i>'s office personnel engaged in a technical capacity, and                      (5) all other personnel identified by the parties as chargeable.</p>	Unit	Rate
2 <sup>nd</sup> Superintendent (if req'd) – Includes vehicle, cell phone and information technology	Weekly	\$4,000.00
Carpenter Foreman	Hourly	\$72.00
Journeyman Carpenter	Hourly	\$68.00
Labourer Foreman	Hourly	\$63.00
Journeyman Labourer	Hourly	\$59.00
Above cost are exclusive of HST		



## CCDC 5B Supplementary Conditions

### 1. General Approach and Interpretation

#### SC-1.1 Purpose of these Supplementary Conditions

These Supplementary Conditions amend CCDC 5B for the Canada Games Aquatic Centre renovations project so that the initial contract award is limited to pre-construction services. The parties acknowledge that the City requires a staged procurement and delivery structure because the City must preserve discretion to determine, after receipt and review of pre-construction deliverables and after completion of internal and external funding and approval processes, whether the project will proceed into a construction phase.

#### SC-1.2 Order of Priority

If there is any conflict or inconsistency between these Supplementary Conditions and the unamended terms of CCDC 5B, these Supplementary Conditions shall govern to the extent of the conflict or inconsistency. Without limiting the generality of the foregoing, these Supplementary Conditions are intended to prevail over any provision of the form that would otherwise imply that the Construction Manager has, upon execution of the Contract, an immediate right or obligation to proceed with construction services or the Work.

### 2. Article A-1 – The Services and the Work

#### SC-A1.1 Replace Article A-1.1 with the following:

- At the time of execution of this Contract, the Construction Manager is retained **only** to perform the pre-construction services described in Schedule A1, as revised by the Contract Documents and these Supplementary Conditions, for the Canada Games Aquatic Centre renovations project in Saint John, New Brunswick. Should the Owner elect to issue a Construction Authorization, the parties shall execute a Change Order incorporating such Construction Authorization and any other related and mutually agreeable terms required.”

SC-A1.2 Add the following new paragraph after Article A-1.1:

For greater certainty, execution of this Contract does **not** authorize, require, or commit the Owner to obtain from the Construction Manager any construction services, procurement services, trade contracting services, site construction activities, or performance of the Work other than the pre-construction services expressly required during the pre-construction phase unless and until the Owner elects to issue the Construction Authorization.

SC-A1.3 Replace Article A-1.3 with the following:

The Construction Manager shall commence the pre-construction services on the date stated in the Contract Documents and shall continue diligently with those services until the earliest of:

1. completion and acceptance of the pre-construction services by the Owner;
2. discontinuance of the pre-construction services by the Owner in accordance with these Supplementary Conditions; or
3. issuance by the Owner of a Construction Authorization in accordance with these Supplementary Conditions.

SC-A1.4 Add the following new paragraph after Article A-1.3:

The Construction Manager shall have no obligation, and no right, to commence construction services or the Work unless and until the Owner issues a Construction Authorization in Writing expressly authorizing the construction phase and stating the effective date on which construction services may commence.

SC-A1.5 Replace Article A-1.4 with the following:

Any obligation of the Construction Manager to perform construction services or the Work shall arise only upon issuance of a Construction Authorization by the Owner. Until that time, all references in the Contract Documents to performance of the Work, attainment of Ready-for-Takeover, or performance of construction services shall be read as inapplicable, contingent, or deferred, except to the extent required to support the pre-construction services.

3. Article A-3 – Description of the Project

SC-A3.1 Add the following to Article A-3:

The Project shall be delivered on a phase-gated basis consisting of:

- **Phase 1 – Pre-construction Phase**, comprising advisory, estimating, planning, scheduling, constructability, procurement planning, phasing, risk, and other pre-construction services; and
- **Phase 2 – Construction Phase**, comprising construction services and performance of the Work, but only if separately authorized by the Owner in Writing.

The parties acknowledge that the initial contract award is limited to Phase 1. Phase 2 is optional to the Owner and is not committed, awarded, or guaranteed by execution of this Contract.

#### 4. Article A-4 / Definitions – New Defined Terms

SC-D1 Add the following definitions to the Contract Documents:

**“Construction Authorization”** means a further Notice in Writing issued by the Owner after execution of the Contract which expressly authorizes the Construction Manager to commence the construction phase and which identifies, or incorporates by reference, the accepted construction price or accepted GMP, if applicable, the accepted baseline construction schedule, and any other conditions or limitations imposed by the Owner.

**“Construction Commencement Conditions”** means the conditions precedent set out in these Supplementary Conditions that must be satisfied, or waived in Writing by the Owner in whole or in part, before the Owner may issue a Construction Authorization.

**“Pre-construction Phase”** means the period beginning on execution of the Contract and ending on the earliest of completion of the pre-construction services, discontinuance of the pre-construction services by the Owner, or issuance of a Construction Authorization.

**“Construction Phase”** means the period, if any, commencing only upon issuance of a Construction Authorization by the Owner.

**“Accepted Construction Price”** means the stipulated price, cost-plus arrangement, GMP, or other pricing structure for the construction phase that has been reviewed and expressly accepted by the Owner in Writing.

**“Accepted Baseline Construction Schedule”** means the detailed construction schedule for the construction phase, including milestone dates, sequencing, phasing, interim occupancy requirements if any, and substantial performance target, that has been reviewed and expressly accepted by the Owner in Writing.

## 5. Conditions Precedent to Construction

SC-CP1 Add the following new provision:

Notwithstanding any other provision of the Contract Documents, the Owner shall have no obligation to issue a Construction Authorization, and the Construction Manager shall have no right to commence the construction phase, unless and until all of the following conditions have been satisfied to the Owner’s satisfaction, or waived by the Owner in Writing:

1. **Confirmed Project Funding:** the Owner has confirmed that project funding, including any municipal, provincial, federal, third-party, or other funding required by the Owner for the construction phase, is available and satisfactory to the Owner in its sole discretion;
2. **Required Internal Approvals:** Council approvals, budget approvals, procurement approvals, administrative approvals, and any other internal approvals required by the Owner have been obtained;
3. **Acceptance of Pre-construction Deliverables:** the Owner has received and accepted the pre-construction deliverables required by the Contract Documents, including updated cost estimates, constructability reviews, phasing and logistics plans, procurement recommendations, risk registers, value analysis submissions, and any other deliverables required by Schedule A1 or reasonably requested by the Owner;
4. **Accepted Construction Price or GMP:** the Owner and the Construction Manager have agreed upon, and the Owner has accepted in Writing, the pricing structure and amount for the construction phase, including an Accepted Construction Price or GMP if applicable;
5. **Accepted Baseline Construction Schedule:** the Owner has accepted in Writing the baseline construction schedule for the construction phase;
6. **Required Design and Scope Development:** the Owner is satisfied that the design, scope definition, bid packaging strategy, and trade procurement strategy are sufficiently developed to proceed;

**7. Required Permits, Insurance, Security and Procurement Readiness:** the Owner is satisfied that the project is ready to proceed to trade procurement and site construction, including any required insurance, bonding, permit, and authority approvals necessary for the authorized phase; and

**8. No Outstanding Commercial Qualification:** all commercial qualifications, exclusions, assumptions, clarifications, and unresolved scope issues affecting the construction phase have been identified and resolved to the Owner's satisfaction.

SC-CP2 Add the following clarification:

Satisfaction of the Construction Commencement Conditions is for the sole benefit of the Owner. The Owner may determine, acting reasonably unless a stricter discretion is expressly stated, whether any condition has been satisfied, and may waive any condition in whole or in part without prejudice to any other right of the Owner.

#### 6. Article A-5 – Construction Manager's Fee for Pre-Construction Services

SC-A5.1 Replace Article A-5.1 with the following:

The fee payable upon execution of this Contract is limited to the fee for pre-construction services only. Such fee, excluding Value Added Taxes, shall be the sole fee earned by the Construction Manager unless and until the Owner issues a Construction Authorization.

SC-A5.2 Delete Article A-5.2 in its entirety and replace it with the following:

For this Project, Article A-5, section 5.2 does not apply. The Construction Manager shall have no entitlement to any percentage-based, estimate-based, expectancy-based, or other direct damages arising from the Owner's decision not to issue a Construction Authorization or not to proceed to the construction phase.

SC-A5.3 Add the following new paragraph:

The pre-construction fee shall be payable only for services actually performed in accordance with the Contract Documents and accepted by the Owner, subject to the Owner's rights respecting set-off, deficiency, non-compliance, and disputed amounts.

#### 7. Article A-6 – Reimbursable Expenses for Pre-Construction Services

SC-A6.1 Replace Article A-6.1 with the following:

The only reimbursable expenses payable during the pre-construction phase are those actual, reasonable, and properly documented out-of-pocket expenses incurred by the Construction Manager in performing the pre-construction services, provided that such expenses are expressly identified in Schedule A2 or are specifically pre-approved in Writing by the Owner before they are incurred.

SC-A6.2 Add the following new paragraph:

No procurement deposit, cancellation charge, material reservation payment, early works expenditure, trade tendering cost, site mobilization cost, or similar amount relating to the construction phase shall be reimbursable unless expressly authorized in Writing by the Owner as part of the pre-construction services.

#### 8. Article A-7 – Construction Manager's Fee for Construction Services

SC-A7.1 Replace Article A-7 with the following:

Article A-7 shall have no force or effect unless and until the Owner issues a Construction Authorization. Until such time, no fee for construction services is earned, payable, accrued, or reserved.

SC-A7.2 Add the following clarification:

Negotiation, review, development, or discussion of possible construction-phase fees, percentages, general conditions, staffing costs, or other pricing components during the pre-

construction phase does not create any entitlement to payment unless and until those matters are incorporated into an Accepted Construction Price and the Owner issues a Construction Authorization.

#### 9. Article A-8 – Cost of the Work

SC-A8.1 Replace the opening paragraph of Article A-8 with the following:

Article A-8 applies only if, and from the date when, the Owner issues a Construction Authorization. Until then, no Cost of the Work is payable, incurred for reimbursement under this Contract, or chargeable to the Owner except for approved pre-construction reimbursable expenses under Article A-6 as amended.

SC-A8.2 Add the following new paragraph:

Without a Construction Authorization, the Construction Manager shall not take any step that would cause the Owner to incur Cost of the Work, whether directly or indirectly, including by purchase order, trade commitment, equipment rental, fabrication release, reservation agreement, early works authorization, or site activity.

#### 10. Article A-9 – Contract Price

SC-A9.1 Replace Article A-9.1 with the following:

At the time of execution of this Contract, the Contract Price is limited to:

1. the fee for pre-construction services determined in accordance with Article A-5 as amended by these Supplementary Conditions; and
2. approved reimbursable expenses for pre-construction services determined in accordance with Article A-6 as amended by these Supplementary Conditions.

No amount for construction services, no Cost of the Work, and no construction-phase profit, overhead, general conditions, or fee is payable unless and until the Owner issues a Construction Authorization.

SC-A9.2 Add the following new paragraph:

If the Owner issues a Construction Authorization, the Contract Price shall thereafter be amended only to the extent set out in the Construction Authorization and the documents expressly incorporated into it.

#### 11. Article A-10 – Options / GMP / Construction Pricing

SC-A10.1 Add the following provision:

Any stipulated price option, GMP option, GMP plus percentage cost savings option, or other construction-phase pricing option contemplated by the standard form shall be optional to the Owner only and shall not become effective unless expressly adopted by the Owner in Writing as part of a Construction Authorization and a contemporaneous Change Order identified in that authorization.

SC-A10.2 Add the following provision:

Agreement during the pre-construction phase on a proposed GMP, proposed stipulated price, or proposed construction budget is a condition that may support issuance of a Construction Authorization, but does not itself authorize commencement of construction services or the Work.

#### 12. Article A-11 / GC 5.3 / GC 5.4 – Payment

SC-P1 Replace the payment regime applicable before Construction Authorization with the following:

During the pre-construction phase, the Owner shall pay only:

1. the fee for pre-construction services properly earned and invoiced in accordance with the Contract Documents; and

2. approved reimbursable pre-construction expenses supported by receipts, invoices, or other evidence satisfactory to the Owner.

SC-P2 Add the following provision:

GC 5.4 and all payment provisions relating to the Work, the Fee for Construction Services, the Cost of the Work, schedules of values for the Work, and progress draws for construction shall not apply unless and until the Owner issues a Construction Authorization.

SC-P3 Add the following statutory compliance provision:

Payments, holdbacks, lien-related releases, and any other statutory withholding or release requirements shall be administered in accordance with the **Construction Remedies Act (New Brunswick)** and applicable regulations. For greater certainty:

- the parties acknowledge that statutory payment and holdback obligations apply to pre-construction services than to construction-phase work; and
- if the construction phase is authorized, the parties shall implement payment administration and holdback procedures consistent with the applicable legislation as of the date of authorization.

Nothing in this Contract shall require the Owner to release any holdback or make any payment contrary to applicable legislation.

### 13. Restrictions Before Construction Authorization

#### SC-R1 No Trade Contracts

Before issuance of a Construction Authorization, the Construction Manager shall not call for, accept, award, or enter into any trade contract, subcontract, supplier agreement, purchase order, letter of intent, or other commitment for performance of construction work or supply of materials, equipment, or services for the construction phase.

#### SC-R2 No Long-Lead Orders or Early Procurement

Before issuance of a Construction Authorization, the Construction Manager shall not order, release for manufacture, reserve, pre-purchase, or otherwise commit to any long-lead

material, equipment, or system, and shall not recommend that the Owner do so, except where the Owner expressly directs such action in Writing and expressly accepts the resulting cost exposure.

#### SC-R3 No Binding Commitments on Behalf of the Owner

The Construction Manager has no authority during the pre-construction phase to bind the Owner to any construction-phase cost, schedule commitment, procurement obligation, cancellation charge, restocking charge, demobilization charge, or third-party claim. Any purported commitment made without the Owner's prior written authorization is void as against the Owner and shall be at the Construction Manager's sole risk.

#### SC-R4 No Site Mobilization or Construction Activity

Before issuance of a Construction Authorization, the Construction Manager shall not mobilize construction forces to the site, commence demolition or construction activity, bring trade labour to the site for construction operations, or permit any part of the Work to proceed, except for limited investigative, survey, review, or coordination activities expressly required for the pre-construction services and authorized by the Owner.

#### SC-R5 Procurement Planning Permitted, Procurement Commitment Prohibited

Nothing in these Supplementary Conditions prevents the Construction Manager, as part of the pre-construction services, from preparing bid package recommendations, procurement schedules, trade scopes, tendering strategies, long-lead analyses, or market testing recommendations for the Owner's review. However, all such efforts are advisory only and shall not create any obligation on the part of the Owner to proceed with procurement or construction.

#### 14. Acceptance of Pre-Construction Deliverables

##### SC-DL1 Add the following provision:

As a condition of any request by the Construction Manager that the Owner proceed to the construction phase, the Construction Manager shall deliver to the Owner, in form and

substance satisfactory to the Owner, the pre-construction deliverables required by the Contract Documents, including without limitation:

1. current design and scope review comments;
2. updated construction cost estimates at the agreed level of development;
3. proposed bid packaging and trade procurement plan;
4. proposed construction logistics and phasing plan;
5. risk register and mitigation recommendations;
6. value analysis and cost-saving recommendations;
7. proposed baseline construction schedule;
8. recommended construction staffing and site management plan;
9. recommended construction pricing, including proposed GMP if requested by the Owner;
10. Proposed Health and Safety Plan to complete the Work; and,
11. Proposed Schedules of procurement and Work.

The Owner may review, comment on, reject, or require revision of any pre-construction deliverable. No pre-construction deliverable shall be deemed accepted by silence alone.

#### 15. Owner's Election Whether to Proceed

SC-O1 Add the following express option clause:

The Owner has the sole option, exercisable in its discretion, to determine whether to proceed from the pre-construction phase to the construction phase. The Owner may elect not to proceed for any reason, including funding, budget, approvals, scope, schedule, procurement, risk allocation, market conditions, policy considerations, or convenience to the Owner.

SC-O2 Add the following no-obligation language:

The Construction Manager acknowledges and agrees that the Owner is under no duty to issue a Construction Authorization and that no expectation, reliance, course of dealing, negotiation of price, completion of pre-construction deliverables, or acceptance of any estimate or recommendation shall create such a duty.

## 16. Effect if the City Does Not Elect to Proceed to Construction

SC-NE1 Add the following provision:

If the Owner does not issue a Construction Authorization, the Contract shall conclude upon the earlier of:

1. completion and payment of the pre-construction services properly performed; or
2. discontinuance of the pre-construction services by the Owner by Notice in Writing.

In either case, the conclusion of the Contract shall occur **without default** by either party and shall not be treated as a termination for convenience, termination for breach, suspension of the Work, or abandonment of an awarded construction phase.

SC-NE2 Add the following limitation of entitlement:

Where the Owner does not elect to proceed to construction, the Construction Manager's sole entitlement shall be payment of:

1. the unpaid portion of the fee for pre-construction services properly earned to the effective date of completion or discontinuance; and
2. approved reimbursable pre-construction expenses properly incurred to that date.

The Construction Manager shall have no entitlement whatsoever to:

- construction-phase compensation;
- the Fee for Construction Services;
- the Cost of the Work;
- anticipated overhead or profit relating to construction;
- percentage-based damages tied to any estimate or budget;
- loss of opportunity;
- loss of bargain;
- loss of profit;
- other direct damages arising from non-election to proceed; or

- termination damages of any kind beyond the amounts expressly stated above.

## 17. Express Overrides of Inconsistent CCDDC 5B Provisions

### SC-OV1 Override of Article A-5, Section 5.2

Article A-5, section 5.2 is deleted and shall not apply to this Contract.

### SC-OV2 Override of GC 7.1.9

GC 7.1.9 is amended so that it does not apply to the Owner's decision not to issue a Construction Authorization and does not give rise to any right to direct damages, loss of profit, or construction-phase compensation arising from such non-election.

### SC-OV3 Override of Similar Provisions

Any provision of the Contract Documents, whether in the Agreement, General Conditions, Schedules, Appendices, or any supplementary document, that could reasonably be interpreted as granting the Construction Manager compensation, damages, or other relief because the Owner does not proceed beyond pre-construction shall be read subject to these Supplementary Conditions and shall be inoperative to the extent inconsistent with the phase-gated structure established herein.

### SC-OV4 Clarification Regarding GC 7.1.8 and Similar Language

Any right of the Owner under the standard form to suspend or terminate the Contract because the Owner is unwilling or unable to proceed shall remain available, but the Owner's mere non-election to proceed from the pre-construction phase to the construction phase shall not be characterized as a suspension or termination of an already-awarded construction phase.

## 18. Construction Authorization Mechanics

SC-CA1 Add the following provision:

If the Owner elects to proceed to construction, the Owner shall issue a Construction Authorization in Writing. The Construction Authorization shall, at minimum:

1. state that the Owner authorizes commencement of the construction phase;
2. identify the effective date of the authorization;
3. identify or attach the Accepted Construction Price or GMP, if applicable;
4. identify or attach the Accepted Baseline Construction Schedule;
5. identify any approved procurement packages, early works, or long-lead authorizations included within the authorization; and
6. identify any amendments to the Contract Documents required for the construction phase.

SC-CA2 Add the following provision:

Until the Construction Authorization is issued, no representation, meeting minute, draft schedule, negotiated term sheet, bid review, GMP discussion, recommendation, or verbal direction shall constitute authorization to commence the construction phase.

SC-PR2 Add the following provision:

The Construction Manager shall promptly advise the Owner of any matter arising during the pre-construction phase that may materially affect project cost, funding viability, schedule, phasing, constructability, procurement strategy, or the Owner's decision whether to proceed to construction.



## COMMON COUNCIL REPORT

M&C No.	2026-081
Report Date	March 30, 2026
Meeting Date	April 20, 2026
Service Area	Fire and Emergency Management

Her Worship Mayor Donna Noade Reardon and Members of Common Council

***SUBJECT: Canadian Red Cross Service Provider Agreement***

### ***AUTHORIZATION***

Primary Author	Commissioner/Dept. Head	Chief Administrative Officer
<b><i>Peter W. Ehler</i></b>	<b><i>Rob Nichol</i></b>	<b><i>Ian Fogan</i></b>

### ***RECOMMENDATION***

It is recommended that Common Council adopt the following resolution:

**Resolved** that the Mayor and Common Clerk be authorized to execute the Training Partner Agreement between the Canadian Red Cross and the City of Saint John in the form attached to this report

### ***EXECUTIVE SUMMARY***

The Saint John Fire Department (SJFD) provides Medical First Response (MFR) services as one of its core services mandated by Common Council. The service is required for its internal purposes, public safety service delivery (as part of the pre-hospital care system), and for the generation of external revenue (primarily in the form of in-kind billing reducing training center capitalization debt).

The Canadian Red Cross Training Partner Agreement (CRCTPA) allows the SJFD to provide MFR training and certification to nationally recognized standards and gives access to nationally recognized third-party curriculum.

### ***PREVIOUS RESOLUTION***

January 9, 2017

### ***REPORT***



The SJFD has been operating as a Canadian Red Cross (CRC) training partner since 2017 under a training partner agreement approved by council on January 9, 2017. The current partnership agreement has expired and to maintain its ability to utilize CRC curriculum, maintain CRC certification and provision external MFR training the SJFD requires the execution of a new CRC Training Partner Agreement.

The agreement allows the SJFD to provide nationally recognized training and certification to its members. MFR skills are utilized internally to provide care to members of the SJFD and externally to provide critical lifesaving care to people within the SJFD response district.

The ability to provide recognized certification as an outflow of the Training Partner Agreement has allowed the SJFD to provide training services for fees. This capacity has contributed significantly to servicing the fire department training division capitalization debt and can, in the future, provide potential for a positive revenue stream.

In addition, abandoning the CRCTRA would result in negative financial consequences, loss of nationally recognized certification, potential for increased risk of liability, and the expenditure of significant financial and human resources in creating a new training program.

### ***STRATEGIC ALIGNMENT***

Grow – Competent and capable emergency services contribute to positive public safety helping Saint John become the city of choice.

Perform – The CRCTPA contributes to financial health and improves core service delivery.

### ***SERVICE AND FINANCIAL OUTCOMES***

The Training Partner Agreement allows the SJFD to utilize qualified in-house instructors to provide training for its responders. This improves service delivery by allowing greater flexibility in scheduling training, adapting training emphasis to the evolving response profile, and providing internal quality control.

The Training Partner Agreement allows SJFD to conduct in-house training, avoiding the expense of contracting out the service. The ability of the SJFD to deliver certified training has resulted in significant in-kind revenue which year to date exceeds \$17,000.

### ***INPUT FROM OTHER SERVICE AREAS AND STAKEHOLDERS***



GCO has reviewed the contract and not noted anything of concern, additionally risk management has provided the Certificate of Insurance.

Name of Service Area/Stakeholder	Name of Staff Person
<b>GCO</b>	<b>Maria Powell</b>
<b>Risk Management</b>	<b>Sabrina Nason</b>

**ATTACHMENTS**

*Canadian Red Cross Training Partner Agreement, Certificate of Insurance*



**TRAINING PARTNER AGREEMENT**

This Agreement is made and entered into as of the Effective Date, between:

**THE CANADIAN RED CROSS SOCIETY**  
 400 Cooper Street, Suite 8000, Ottawa, Ontario, K2P 2H8  
 (“CRC”)

AND

City of Saint John - Fire Department  
 45 Leinster Street Saint John NB E2L1H9  
 (“Training Partner”)

(CRC and the Training Partner are hereinafter collectively referred to as  
 “Parties” and individually as “Party”)

**WHEREAS**, CRC has developed and delivers training programs under the CRC brand, based on national program standards which are designed to meet the requirements of relevant federal and provincial laws and regulations, including occupational health and safety regulations and child protection legislation (the “Program(s)”);

**WHEREAS**, CRC delivers the Programs, in part, using its own personnel and, in part, through independent CRC-licensed training partners, who employ the services of CRC-certified Instructors to deliver such Programs;

**WHEREAS**, the Training Partner wishes to become a CRC-licensed training partner and deliver one or more of the Training Courses that form part of the Programs (as identified in the Special Terms and Conditions) to Participants;

**WHEREAS**, during the Term, CRC wishes to grant to the Training Partner, and the Training Partner accepts, a license to permit the Training Partner to deliver the Training Courses at the Facilities, within the Territory, in the Language(s), for the Purpose, in accordance with the following Special Terms and Conditions and General Terms and Conditions, and any Schedules attached hereto, which are hereby incorporated by reference (collectively, the “Agreement”);

**NOW THEREFORE**, in consideration of the terms set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**SPECIAL TERMS AND CONDITIONS**

<b>CRC Intellectual Property</b>	collectively CRC’s Intellectual Property, including without limitation, the Programs, CRC Logo, CRC Materials, CRC Training Partner Logo, Training Courses, trademark or other marks of CRC
<b>Effective Date</b>	02/09/2026
<b>Facilities</b>	One or more location(s) in the Territory where the Training Partner intends to deliver the Training Courses, as declared by the Training Partner through the CRC

	Learning Solution platform; unless otherwise agreed to in writing by CRC.	
<b>Fees</b>	The Fees as further described in Section 6 of the General Terms and Conditions and Schedule G of the Agreement.	
<b>Language(s)</b>	English and/or French	
<b>Notice(s)</b>	<p>For CRC:</p> <p>The Canadian Red Cross Society 400 Cooper Street, Suite 8000 Ottawa, Ontario, K2P 2H8</p> <p><b>Attention:</b> National Prevention and Safety Contact Centre</p> <p><b>Email:</b> <a href="mailto:myrcsupport@redcross.ca">myrcsupport@redcross.ca</a></p>	<p>For Training Partner:</p> <p><b>Attention:</b></p> <p><b>Email:</b></p>
<b>Primary Contact</b>	<p>The appointed nominee by the Training Partner to manage the relationship between the Parties and ensure compliance with this Agreement:</p> <p>Name:</p> <p>Email:</p> <p>Phone number:</p>	
<b>Purpose</b>	Promote and deliver the Training Courses to Participants (as further described in Section 1 of the General Terms and Conditions of the Agreement)	
<b>Term</b> (collectively refers to the Initial Term and each Renewal Term, if any)	<p>From Effective Date and shall continue for a period of three (3) years, unless terminated earlier in accordance with the terms hereof (the “<b>Initial Term</b>”). The Initial Term may be extended for up to two (2) additional two (2) year periods, upon the mutual written agreement of the Parties (each, a “<b>Renewal Term</b>” and together with the Initial Term, the “<b>Term</b>”), for a total maximum of a seven (7) year Term. If the Training Partner wishes to request such extension(s), it must provide CRC with a written request to extend, at least sixty (60) days prior to the start of the applicable Renewal Term.</p>	
<b>Territory</b>	Canada	
<b>Training Courses</b>	First Aid, Health Safety & Wellness, Professional Responder, Marine First Aid, Wilderness First Aid, Youth First Aid (as further described in Schedule A-1 attached to this Agreement)	<input checked="" type="checkbox"/>
	Instructor Development Center (as further described in Schedule A-2 attached to this Agreement)	
	Major Account Solutions Program (as further described in Schedule A-3 attached to this Agreement)	

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK**

The Training Partner hereby acknowledges and confirms that it has read and understands both Special Terms and Conditions and General Terms and Conditions of this Agreement.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be signed and delivered by their respective duly authorized representative:

For the Training Partner:

For the Canadian Red Cross Society:

\_\_\_\_\_  
*I have authority to bind the corporation (if applicable)*

Name (print): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

*Carly Baron*

Carly Baron (Feb 9, 2026 16:55:03 CST)

\_\_\_\_\_  
*I have authority to bind the corporation*

Name (print):

**Carly Baron**

Title:

Agreement Solution Representative

Date:

**02/09/2026**

**SCHEDULE "A-1"**  
**FIRST AID, HEALTH SAFETY & WELLNESS, PROFESIONAL RESPONDER, MARINE FIRST AID, WILDERNESS FIRST AID,  
YOUTH FIRST AID PROGRAMS**

**SCHEDULE "B"**  
**FUNDAMENTAL PRINCIPLES OF THE INTERNATIONAL RED CROSS  
AND RED CRESCENT MOVEMENT**

<b>Humanity</b>	The International Red Cross and Red Crescent Movement, borne of a desire to bring assistance without discrimination to the wounded on the battlefield, endeavours, in its international and national capacity, to prevent and alleviate human suffering wherever it may be found. Its purpose is to protect life and health and to ensure respect for the human being. It promotes mutual understanding, friendship, cooperation and lasting peace amongst all peoples.
<b>Impartiality</b>	The Movement makes no discrimination as to nationality, race, religious beliefs, class or political opinions. It endeavours to relieve the suffering of individuals, being guided solely by their needs, and to give priority to the most urgent cases of distress.
<b>Neutrality</b>	In order to continue to enjoy the confidence of all, the Movement may not take sides in hostilities or engage at any time in controversies of a political, racial, religious or ideological nature.
<b>Independence</b>	The Movement is independent. The National Societies, while auxiliaries in the humanitarian services of their governments and subject to the laws of their respective countries, must always maintain their autonomy so that they may be able at all times to act in accordance with the principles of the Movement.
<b>Voluntary Service</b>	It is a volunteer relief movement not prompted in any manner by desire for gain.
<b>Unity</b>	There can be only one Red Cross or one Red Crescent Society in any one country. It must be open to all. It must carry on its humanitarian work throughout its territory.
<b>Universality</b>	The International Red Cross and Red Crescent Movement, in which all Societies have equal status and share equal responsibilities and duties in helping each other, is worldwide.

**SCHEDULE "C"**  
**TRAINING PARTNER STANDARDS OF BEHAVIOUR**

*[Available through CRC Learning Solution]*

**SCHEDULE "C-1"**  
**STANDARDS OF BEHAVIOUR**

*[Available through CRC Learning Solution]*

**SCHEDULE "C-2"**  
**NATIONAL PROGRAM STANDARDS**

*[Available through CRC Learning Solution]*

## SCHEDULE "D"

### KEY DEFINITIONS

For the purpose of this Agreement, the following terms, in addition to the terms defined elsewhere in this Agreement, have the following meanings:

- 1.1 **"Brand Guidelines"** means the CRC brand guidelines, including "Brand Guidelines: Training Partner Logo (November 2018)", available on CRC Learning Solution, as may be updated or amended by CRC from time to time.
- 1.2 **"Business Day"** means any day excluding a Saturday, Sunday or statutory holiday in the province or territory where the Training Partner and CRC carry out their obligations under this Agreement.
- 1.3 **"Confidential Information"** means the terms of this Agreement and any information of one Party that is disclosed to the other Party in connection with this Agreement, which is identified as confidential or proprietary at the time of disclosure or that a reasonable person would consider, from the nature of the information or the circumstances of disclosure, to be confidential or proprietary, whether such information is communicated in written form, orally, visually, demonstratively, technically, or by any other form or media. Confidential Information does not include information that: (a) was lawfully in the receiving Party's possession before receipt from the disclosing Party; (b) is or becomes available to the public through no fault of the receiving Party; (c) is lawfully disclosed to the receiving Party by a third party without restriction on disclosure; or (d) is independently developed by the receiving Party without the use of any Confidential Information of the disclosing Party, provided the receiving Party can document such independent development. Notwithstanding the foregoing exceptions, Confidential Information includes all Personal Information.
- 1.4 **"CRC Emblem"** means a red cross on a white background.
- 1.5 **"CRC Logo"** means the CRC Emblem and the phrase "Canadian Red Cross" or "Croix-Rouge canadienne", as set out in the Graphic Standards.
- 1.6 **"CRC Materials"** means all CRC Training Course, including developed manuals, resources, evaluations, presentations, lesson plans, media tools, videos, applications, knowledge evaluations, online courses or course tools, whether in digital or in print format, that are purchased directly, accessed, received or downloaded from CRC for Participants, Instructors, Instructor Trainers, and/or the Training Partner for use in connection with a Training Courses.
- 1.7 **"CRC Learning Solution"** means CRC Training Course management software which can be accessed at <https://helpsupport.redcross.ca/>.
- 1.8 **"CRC Training Partner Logo"** means the CRC Emblem and the phrase "Canadian Red Cross Training Partner" or "Croix-Rouge canadienne Partenaire de formation", as described in the Brand Guidelines.
- 1.9 **"Database"** means CRC's Training Course database which can be accessed at <https://training.redcross.ca> and helps connect prospective Participants with CRC Training Courses.
- 1.10 **"Graphic Standards"** means the CRC graphic standards available on CRC Learning Solution, as may be updated or amended by CRC from time to time.

- 1.11 **“Instructors”** means those individuals who hold a current and valid certification from CRC to instruct one or more of the Training Courses, based on successful completion of the relevant requirements.
- 1.12 **“Instructor Trainers”** means those individuals who hold a current and valid certification from CRC to instruct one or more of the Training Courses to Instructors, based on successful completion of the relevant requirements.
- 1.13 **“Intellectual Property”** means any work, any other copyrightable material, patents, trade secrets, know-how, inventions, designs, discoveries, creations, trade-marks (including any trade name, brand name, business names, domain name, logo, emblem, or service mark), developments, programs, software, schematics, codes, drawings, sketches, specifications, compilations of information, analysis, data, formulae, methods, processes, techniques, prototypes, products, samples, equipment, tools and machines, and any other material protected by any Right, conceived, executed, created, fixed, made, produced, put into practice, expressed in any form, tangible or intangible.
- 1.14 **“Participant(s)”** means the Training Partner’s employees and those members of the public who register and pay for any of the Training Courses delivered by the Training Partner.
- 1.15 **“Personal Information”** means any information relating to Participants, employees/personnel of the Parties or others, in any form, including where there is a serious possibility that they could be identified through the use of the information alone or in combination with other information, including without limitations, name, address, email address, job title, or credit card information.
- 1.16 **“Representatives”** means a Party’s directors, officers, employees, volunteers, agents, sublicensees, CRC’s subcontractors, Training Partner’s Subcontractors, and other representatives.
- 1.17 **“Right(s)”** means any right that is or may be in the future granted, conferred, or recognized under the laws of any country, including those relating to copyright, including any right to remuneration, trademarks, and any other provision of civil law or rule of common law relating to Intellectual Property, whether registered or not, including any right in respect of any application for registration of any of the foregoing rights, as well as any right of action for infringement of any of the foregoing rights.
- 1.18 **“Training Courses”** means the evidence-based training courses developed by CRC that are to be provided by the Training Partner, as further described in Schedules A-1 through A-3 attached hereto.
- 1.19 **“Training Course Roster”** means information about the Training Courses, the Participants, and the Instructors, which is electronically uploaded to the CRC Learning Solution for the purpose of, *inter alia*, issuing certifications and/or proof of completing the Training Courses.

## SCHEDULE "E"

### GENERAL TERMS AND CONDITIONS

#### 1. LICENSED RIGHTS

1.1 **Grant of License.** Subject to the terms and conditions of this Agreement, CRC hereby grants to the Training Partner a limited, non-exclusive, royalty bearing, sub-licensable subject to the terms of Section 2 below, revocable license, to use, in the Language(s), throughout the Term, in the Territory, and solely for the Purpose:

1.1.1 and allow Training Partner's Representatives to use, the CRC Materials to deliver the Training Courses at the Facilities; and

1.1.2 subject to the Training Partner's compliance with its obligations pursuant to Section 1.3, the CRC name, the CRC Logo, and the CRC Training Partner Logo (collectively, the "**CRC Branding Material**") at the Facilities, on the Training Partner's website and social media channels pursuant to the Brand Guidelines,

(collectively, the "**Licensed Rights**").

1.2 **Delivery of Training Courses.** The Training Partner shall, in the delivery of the Training Courses, only deliver the Training Courses at the Facilities as declared through the CRC Learning Solution. For greater certainty, CRC does not and shall not provide assistance in securing locations for the Training Partner to deliver Training Courses.

1.3 **General Limitation to the Use of the CRC Branding Material.** The Licensed Rights to use the CRC Branding Material is subject to the following:

1.3.1 compliance with the Brand Guidelines and Graphic Standards;

1.3.2 CRC's right to require the Training Partner to obtain CRC's prior written approval of any use (including in advertising, signage and websites) of the CRC Branding Material. If required to obtain CRC's prior written approval, the Training Partner shall identify the context, audience, variations and means of communication for the proposed use of the CRC Branding Material when submitting its request for approval;

1.3.3 the Training Partner shall not copy content, including content that incorporates the CRC Branding Material, from the websites or publications of other CRC training partners;

1.3.4 CRC's right to request changes to or the removal of any use of the CRC Branding Material by the Training Partner, which is, in CRC's sole discretion, contrary to this Agreement. The Training Partner shall promptly implement such requests upon receipt; and

1.3.5 any additional conditions or restrictions, including amendments to the Brand Guidelines, which CRC may communicate in writing from time to time.

1.4 **General Limitations to the Use of the CRC Materials.** The Training Partner acknowledges and agrees that the Training Partner, and its Representatives:

1.4.1 shall respect CRC's Intellectual Property Rights in the CRC Materials (whether in hard copy, digital or other format), and it shall not commit or abet any re-use, distribution, copying or modification of the CRC Materials for any other purpose, including the development or delivery of training programs or courses, whether by the Training Partner or by any third parties, other than the Training Courses that are delivered pursuant to and in accordance with this Agreement;

- 1.4.2 shall only use the CRC Materials for the delivery of Training Courses pursuant to this Agreement;
  - 1.4.3 shall not modify the CRC Materials in any way without CRC's prior written approval, and shall irrevocably assign to CRC all Intellectual Property rights in any such modifications;
  - 1.4.4 shall not reproduce in any form the CRC Materials without CRC's prior written approval, other than as required for worksheets, knowledge evaluations and other forms which are intended to be photocopied for use in delivering a Training Course;
  - 1.4.5 shall not re-sell the CRC Materials to any person, or permit the CRC Materials to be used by any person, who is not an Instructor, Participant or Subcontractor (as applicable), pursuant to and in accordance with this Agreement;
  - 1.4.6 shall not distribute or otherwise make the CRC Materials accessible to the public in any manner or in any form, including by electronic distribution and/or download on the Training Partner's website; and
  - 1.4.7 shall not, without CRC's prior written approval, copy content or images from the CRC Materials for any purpose other than the Purpose explicitly set out in this Agreement, including but not limited to the creation of promotional content for the Training Courses, the Training Partner or the Training Partner's website or publications.
- 1.5 **No Co-Branding.** Where the Training Partner has developed its own training courses and materials without CRC's direct involvement or consultation or delivers training courses from another training agency ("**Non-CRC Courses**"), the Training Partner shall not, during the Term or following termination of this Agreement, advertise or market any of its Non-CRC Courses in any way that: (a) represents the Non-CRC Courses as CRC Training Courses, (b) implies that the Non-CRC Courses are CRC Training Courses, or (c) suggests that the Non-CRC Courses are affiliated with, developed by or offered in conjunction with, or approved by CRC. Training Partner shall ensure that any marketing and advertisements clearly delineate between the Training Courses and Non-CRC Courses.
  - 1.6 **No Confusion.** In any use of or reference to the CRC name, the Training Partner must not represent themselves as CRC but must always clearly present themselves as a CRC training partner or as an organization offering the Training Courses. The Training Partner may not use the CRC name (or any abbreviation or variation thereof) in their domain name, email address or web page metadata, but may only use the name in sub-directories or in connection with specific web pages where they are featuring CRC products or Training Courses (e.g. <http://trainingpartner.com/red-cross-first-aid>), provided that the Training Partner is at all times clear that the Training Partner is an organization offering Training Courses and is not representing itself as CRC.
  - 1.7 **CRC Emblem.** Use of the CRC Emblem alone by the Training Partner or any of its Representatives is strictly prohibited.
  - 1.8 **Reservation of Rights.** All rights not expressly granted to the Training Partner herein are reserved by CRC. Any use of the CRC Materials and/or the CRC Branding Material not set out in this Agreement, or any other use of the CRC name, and/or CRC Intellectual Property, shall require the prior written approval of CRC.
  - 1.9 **CRC Ownership.** Without limiting the generality of the foregoing, the Training Partner acknowledges CRC's exclusive right, title and interest in and to the CRC Materials and the CRC Branding Material, including the Intellectual Property Rights with respect thereto, and that the Training Partner's use of the CRC Materials and the CRC Branding Material shall inure to the benefit of CRC. The Training Partner shall not commit, or cause or abet any third party to commit, any act challenging or in any way impairing or attempting to impair CRC's right, title and interest in and to the CRC Materials or the CRC Branding Material. The Training Partner shall furthermore not use, or abet the use of, any branding or other materials that may, in the sole opinion of CRC, create a risk of confusion in relation to the CRC Materials and/or CRC Branding Material, and the Training Partner

shall immediately remove and cease to use any such potentially confusing branding or materials upon the request of CRC.

## 2. SUBCONTRACTING

- 2.1 For the purpose of this Section 2, “**Previously Terminated Training Partner**” refers to any individuals who, in CRC’s sole discretion: (a) have violated the Fundamental Principles of the International Red Cross and Red Crescent Movement (attached hereto as Schedule “B”); (b) have violated the Training Partner Standards of Behaviour (attached hereto as Schedule “C”), (c) whose certifications as a CRC-certified instructor has previously been revoked by CRC; and/or (d) whose relationship with CRC as a training partner has been terminated by CRC.
- 2.2 **No Subcontracting without CRC prior approval.** The integrity of the Training Courses is of critical importance to CRC, and CRC reserves the right not to do business with individuals in whom CRC has lost confidence, including any Previously Terminated Training Partner. The Training Courses must be provided by the Training Partner. The Training Partner may not subcontract any of its rights or obligations under this Agreement without the prior written approval of CRC pursuant to Section 2.3.
- 2.3 In the event that the Training Partner requires the services of subcontractors in order to perform its obligations under this Agreement, the Training Partner agrees to disclose to CRC any of the subcontractors to be retained by the Training Partner to provide parts of the delivery of the Training Courses (hereinafter collectively referred to as the “**Subcontractors**”), subject to the following:
- 2.3.1 The Training Partner will ensure that Previously Terminated Training Partners are not, directly or indirectly, including as Subcontractors, involved with the Training Partner’s delivery of Training Courses. CRC may, in its sole and absolute discretion, upon receipt of a request made to CRC in writing, waive this requirement with respect to any Previously Terminated Training Partner; however, CRC shall be under no obligation to waive this requirement or to consider such requests.
- 2.3.2 Training Partner shall ensure that all agreements relating to the Training Courses entered into between the Training Partner and its Subcontractors shall be substantially similar to the terms and conditions of this Agreement, including, without limitation, audit rights, and that any such Subcontractor complies with all terms and conditions of such agreement.
- 2.3.3 The Training Partner also represents and warrants that any such Subcontractor is covered by the Training Partner’s liability insurance or confirms in writing that the Subcontractor maintains sufficient liability insurance of its own.
- 2.3.4 No provision of any agreement between the Training Partner and its Subcontractors shall be construed as an agreement between CRC and the Subcontractors.
- 2.3.5 Training Partner shall not replace any such Subcontractors without CRC’s prior written consent, which consent shall not be unreasonably withheld.
- 2.3.6 The Training Partner shall be fully responsible and liable to CRC for the compliance of its Subcontractors with (i) this Agreement, and (ii) the delivery of the Training Courses, and for any and all of its Subcontractors’ acts and omissions, and CRC shall have no obligation towards any Subcontractor.
- 2.3.7 In the event CRC, in its sole and reasonable discretion, determines that any Training Course is not being delivered satisfactorily, Training Partner shall take, at its sole cost and expense, such steps as are necessary and appropriate to remedy the situation, including, but not limited to, replacing such Subcontractor.

2.4 **No Subcontracting | No Sub-License.** Notwithstanding Section 2.3 , the Training Partner shall not grant any sub-licenses with respect to the CRC Materials and/or CRC Branding Material used in connection with; nor subcontract any of its rights or obligations under this Agreement with respect to the delivery of, the following Training Courses:(i) Training Courses under the Major Account Solutions Program, and (ii) Instructor Development Center Program.

2.5 **Audits.** Without in any way limiting the audit provisions of this Agreement, CRC may:

2.5.1 request a copy of any relevant Subcontractor agreement between the Training Partner and any of its Subcontractors, and the Training Partner shall forthwith produce same; and/or

2.5.2 audit or require the Training Partner to audit its Subcontractor’s compliance with this Agreement, including all referenced standards, guidelines and codes, with respect to the delivery of Training Courses and provide a written report to CRC regarding same.

### 3. REPRESENTATIONS AND WARRANTIES

3.1 The Training Partner makes the following representations and gives the following warranties to CRC and acknowledges that CRC relies on the truthfulness of these representations and warranties as a fundamental condition of the execution of this Agreement:

3.1.1 If applicable, it is a validly incorporated and existing company, duly organized and in good standing under the laws of the authority under which it is incorporated; and

3.1.2 It has requisite rights and authority to bind itself under the terms of this Agreement, to perform any obligation that it may have hereunder and to make any representation made hereunder and give any warranty given hereunder.

3.2 In the event that Section 3.1.1 applies, the Training Partner further acknowledges and agrees to provide documentation, such as a copy of its certificate of incorporation or other relevant fillings (attached as Schedule H), to substantiate the above, upon signature of the Agreement.

### 4. TRAINING PARTNER RESPONSIBILITIES

4.1 **Rules and Standards.** During the Term, the Training Partner shall comply and act in a manner consistent with the following:

4.1.1 the national program standards published by CRC for the Programs (available on CRC Learning Solution), as they may be amended from time to time (the “**CRC Standards**”);

4.1.2 the requirements for the delivery of the Programs as published by CRC on CRC Learning Solution and updated from time to time, including with respect to health and safety, quality levels, classroom and facilities and resources, equipment and supplies;

4.1.3 the CRC Code of Conduct, CRC Privacy Policy, Child Protection Policy and Social Media Guidelines, as they may be amended from time to time, available on CRC Learning Solution;

4.1.4 all applicable laws and regulations including, without limitation, privacy, anti-spam, public health guidance and requirements, and accessibility or human rights legislation;

4.1.5 the Fundamental Principles of the International Red Cross and Red Crescent Movement, attached as Schedule “B” to this Agreement; and

4.1.6 the CRC's Training Partner Standards of Behaviour, attached as Schedule "C" to this Agreement, and upon request from CRC, shall acknowledge, in writing, that it has read and will act in accordance with same.

4.2 **Course Delivery.** The Training Partner shall, in the delivery of the Training Courses:

4.2.1 employ only Instructors who have a current CRC certification for the Training Course they are teaching;

4.2.2 ensure all Training Partner Representatives have a valid and unique email address (shared administrative email addresses may not be used on course management account).

4.2.3 ensure that all Instructors employed by it: (i) comply with applicable public health guidance and requirements; (ii) are covered by applicable provincial or territorial workers' compensation insurance; and (iii) are subject to reasonable and appropriate onboarding and screening procedures, including, if applicable, a criminal background and/or vulnerable sector check prior to their employment with the Training Partner. A vulnerable sector check applies where there is a reasonable likelihood that the Instructor will interact with minors. Upon CRC's request, Training Partner will provide confirmation to CRC that appropriate onboarding and screening measures have been taken;

4.2.4 use only current CRC Materials that have been purchased directly, accessed or downloaded from CRC;

4.2.5 deliver and/or ensure the delivery of the Training Courses in a safe and accessible environment, in accordance with public health guidance and requirements, and applicable provincial or territorial requirements, reasonably ensuring that Participants, Instructors and other persons are free from preventable health and safety hazards, bullying, harassment, discrimination, and other physical or psychological abuse;

4.2.6 obtain appropriate consent from Participants and Instructors to share their contact and other information with CRC for the purposes of communicating with Participants and Instructors and issuing certifications;

4.2.7 provide accommodations to Instructors and Participants as may be required by accessibility and human rights legislation; and

4.2.8 ensure that it has workplace policies in place to educate Participants, Instructors, and other persons, as applicable, on the matters listed in this Section 4.2

4.3 **Timely Submission of Information.** The Training Partner acknowledges that timely compliance with the Submission of Information, as further detailed in Schedule F is required for the issuance of Participant certificates.

## 5 CRC RESPONSIBILITIES

5.1 **Rules and Standards.** CRC shall comply and act in a manner consistent with:

5.1.1 the national program standards published by CRC for the Programs, as they may be amended from time to time, available on CRC Learning Solution;

5.1.2 the CRC Code of Conduct, CRC Privacy Policy, Child Protection Policy and Social Media Guidelines, as they may be amended from time to time, available on CRC Learning Solution;

5.1.3 all applicable laws and regulations including, without limitation, privacy, anti-spam and accessibility or human rights legislation; and

5.1.4 the Fundamental Principles of the International Red Cross and Red Crescent Movement, attached as Schedule "B" to this Agreement.

5.2 **Access to Relevant Documentation.** CRC shall provide the Training Partner with access to:

5.2.1 the CRC Materials related to the Training Courses, which may be accessed, downloaded or purchased by the Training Partner;

5.2.2 Training Course updates and revisions as may be made by CRC from time to time;

5.2.3 updates related to the Programs, such as newsletters and bulletins;

5.2.4 technical support, to the extent determined necessary by CRC, to clarify or explain the information related to the Training Courses, including the information in the CRC Materials and the CRC Standards; and

5.2.5 pre-developed marketing materials related to the delivery of the Training Courses.

## 6 FEES

6.1 **Fees.** The Training Partner shall pay to CRC the Fees set out in Schedule G. In addition to the Fee, the Training Partner shall pay all applicable Canadian sales, use and excise taxes on the Fee, if any, as set out in CRC's invoices.

6.2 **Terms and Conditions of Sale.** All purchases of the CRC Materials are subject to the CRC standard Terms and Conditions of sale, available at <https://shop-magasiner.redcross-croixrouge.ca/terms>, as may be amended by CRC from time to time.

6.3 **Payment.** All Fees are due within thirty (30) days after date of invoice from CRC. Any unpaid amounts are subject to interest at the lesser of one and a half percent (1.5%) per month (compounded monthly) or the maximum rate allowable at law, without prejudice to the other remedies available to CRC hereunder and in law.

6.4 **Change in Fees.** CRC may amend the Fees upon ninety (90) days' prior written notice to the Training Partner.

6.5 **Individuals Doing Business.** Where the Training Partner is an individual (as defined in the *Canada Business Corporations Act*) and is doing business in its own name or in the name of a company, CRC shall invoice the individual whose name appears on the first page of this Agreement. For certainty, where the Training Partner is an individual, the Training Partner shall be personally liable for the payment of all Fees under this Agreement.

6.6 **Late Charges.** Where the Training Partner does not comply with the Submission of Information as required by Section 4.3 and Section 2 of Schedule F, CRC may, in its sole and absolute discretion, as an alternative to termination or suspension of this Agreement but without in any way restricting CRC's right to terminate or suspend this Agreement if it so chooses, elect to impose late charges on the Training Partner, in such amounts as CRC may determine. Late charges shall be payable upon date of invoice from CRC or by deduction from amounts due to the Training Partner, at CRC's option.

## 7 RECORD KEEPING AND OVERSIGHT

7.1 **Records Retention Period.** The Training Partner shall keep full, true and accurate books and records, for a period of seven (7) years from the last year to which the books and records relate, for all matters related to the delivery of the Training Courses, this Agreement, and the Training Partner's compliance with its obligations hereunder.

- 7.2 **Audit – Records.** At any time during the records retention period referred to in Section 7.1, the Training Partner shall, and shall cause its Representatives to, within a commercially reasonable time (which shall not exceed ten (10) Business Days following CRC’s request), provide CRC (through CRC’s authorized representatives) with such records, reports and access to premises as CRC may reasonably request for the purposes of conducting an audit to determine compliance by the Training Partner with its obligations under this Agreement. CRC shall have access to, and may examine, audit, and take copies and extracts from, all records including, but not limited to, all Training Course information, activity logs, time sheets, books of account, vouchers, cheques, papers, certificates, licenses and other documents that relate to the Training Partner’s obligations under this Agreement.
- 7.3 **Audit – Course.** The Training Partner shall provide CRC (through CRC’s authorized Representatives) with complete access, at any time and without prior notice, to audit any Training Course offered by the Training Partner or its Representatives for purposes of classroom monitoring and course quality evaluation.
- 7.4 **Reporting – General.** The Training Partner shall report to CRC at such times, in such manner and with respect to such matters, as CRC may reasonably require with respect to this Agreement, and shall:
- 7.4.1 immediately inform CRC of any allegation, arrest or criminal charge against a Representative of the Training Partner;
  - 7.4.2 immediately inform CRC if it discovers that a Previously Terminated Training Partner is involved in any way in the delivery of any Training Courses;
  - 7.4.3 upon CRC’s request, provide a complete list of all Subcontractors delivering a Training Course;
  - 7.4.4 upon CRC’s request, submit copies of Training Course promotional materials;
  - 7.4.5 upon CRC’s request, participate in the gathering of statistical data necessary for the ongoing evaluation of Training Courses; and
  - 7.4.6 forward to CRC feedback, comments and suggestions relating to the Training Courses and the CRC Materials.
- 7.5 **Reporting – Complaints.** The Training Partner shall:
- 7.5.1 immediately notify and forward to CRC all complaints it receives alleging a breach of the CRC Standards;
  - 7.5.2 notify CRC of any other serious complaints it receives related to the provision of the Training Courses, within a reasonable time of the Training Partner becoming aware of the complaint. The determination of which complaints are serious shall be made by the Training Partner, acting reasonably;
  - 7.5.3 fully cooperate with and support any investigation and resolution of complaints regarding the Training Courses, including provision of a report submitted to CRC when requested; and
  - 7.5.4 fully cooperate with and support any investigation and resolution of complaints regarding Instructors, including concerns about adherence with the Instructor Standards of Behaviour and National Program Standards (respectively attached as Schedules “C-1” and “C-2” to this Agreement).

## 8 CONFIDENTIALITY AND PRIVACY

- 8.1 **Confidential Information.** Each Party shall not disclose the other Party's Confidential Information without prior written consent of the disclosing Party or unless required by law, nor make use of the other Party's Confidential Information except in relation to the performance of this Agreement. Each Party shall protect the other Party's Confidential Information from disclosure by the same measures that it uses to protect its own confidential information, but in any event by not less than reasonable measures.
- 8.2 **Personal Information and Privacy Framework.** During the performance of this Agreement, the Parties may have access to or receive Personal Information. The Parties will use, disclose and retain the Personal Information solely for the operation of the Programs and to carry out their obligations under this Agreement, unless otherwise permitted by law ("**Permitted Purposes**"). In no event may either Party sell, lease or trade the Personal Information to any third party. All Personal Information shall be handled in strict compliance with all Canadian federal and provincial or territorial laws relating to the storage, collection, use and disclosure of personal information, including the *Personal Information Protection and Electronic Documents Act* (Canada) and provincial legislation, as well as in compliance with any other applicable laws ("**Applicable Privacy Laws**").
- 8.3 **Personal Information Safeguards.** Without limiting the generality of the foregoing, for so long as either Party processes Personal Information supplied to, obtained by, or which comes to the knowledge of that Party as a result of the Agreement, that Party must use and maintain adequate physical, organizational and technological security measures to protect such Personal Information against loss, theft and unauthorized access, disclosure, copying, use, or modification. Each Party shall ensure such Personal Information is used solely for the Permitted Purposes, unless either Party provides any required notices to all relevant individuals and obtains valid consent from such individuals in accordance with Applicable Privacy Laws to collect, use or disclose their Personal Information for another purpose.
- 8.4 **Training Partner's obligations.** In addition to the Parties' obligations set forth in Sections 8.2 and 8.3 above, the Training Partner further acknowledges, agrees and undertakes to:
- 8.4.1 comply with Applicable Privacy Laws with respect to its collection of Personal Information and disclosure of such Information to CRCS;
  - 8.4.2 not provide any Personal Information to CRC, unless it has obtained consent to do so. For clarity, it is understood and agreed that the Training Partner cannot and will not disclose to CRC any Personal Information regarding any individual who has not provided consent for their Personal Information to be disclosed to CRC for the Permitted Purposes, or regarding any individual who has withdrawn consent to such disclosure of their Personal Information;
  - 8.4.3 notify CRC promptly if the Training Partner becomes aware that it collected or disclosed Personal Information other than in accordance with Sections 8.4.1 and 8.4.2 above;
  - 8.4.4 disclose the Personal Information to CRCS only through secure file transmission procedures; and
  - 8.4.5 limit the disclosure of Personal Information to that Personal Information which is needed to meet the Permitted Purposes.
- 8.5 **Obligations to notify.** In the event of a loss, theft, or unauthorized access, disclosure, copying, use, or modification of Personal Information, or other breach of security safeguards or confidentiality incident impacting Personal Information stored or otherwise processed ("**Personal Information Breach**"), CRC will notify the Training Partner without undue delay, after becoming aware of a Personal Information Breach, in order for the Training Partner to meet its obligations under the Applicable Privacy Laws. CRC will promptly take necessary and appropriate actions to investigate, mitigate and remediate any effects of a Personal Information Breach, and provide assistance to the Training Partner to ensure Training Partner can comply with specific obligations under Applicable Privacy Laws it may be subject to in relation to the Personal Information Breach.

## 9 TERMINATION AND SUSPENSION

- 9.1 **Termination for convenience.** Either Party may terminate this Agreement, in whole or in part, without penalty or further liability, for any reason upon sixty (60) days' prior written notice to the other Party.
- 9.2 **Termination with cause by Either Party.** Either Party may terminate this Agreement immediately upon written notice if:
- 9.2.1 the other Party materially breaches the terms of this Agreement; or
  - 9.2.2 the other Party becomes or is declared bankrupt or insolvent, ceases or threatens to cease to carry on business, has a receiver appointed over all or part of its business, makes an assignment for the benefit of its creditors, or enters into an agreement for the compromise of its obligations under this Agreement.
- 9.3 **Termination with cause by CRC.** If at any time, during the Term:
- 9.3.1 Submission of Information default. The Training Partner does not, within ten (10) days of completing a Training Course, submit the final Training Course Roster and Training Course results, in accordance with Section 2 of Schedule F, or has not within such period advised CRC of the delay and made reasonably diligent efforts to resolve such delay;
  - 9.3.2 Payment default. The Training Partner is in default of payment of any Fees (as defined in Schedule G) and such default has not been cured within ten (10) days following the receipt of a written notice from CRC;
  - 9.3.3 Unauthorized Subcontracting. A Previously Terminated Training Partner is involved in the delivery of one or more Training Courses, and such individual is not permanently removed from involvement within thirty (30) days following the receipt of a written notice to the Training Partner (or as otherwise directed and agreed in writing) by CRC;
  - 9.3.4 Unauthorized use of the Database. The Training Partner has, in the reasonable opinion of CRC, misused the Database in accordance with Section 1 of Schedule F;
  - 9.3.5 Material misrepresentation. The Training Partner, or any of its Representatives, does anything or fails to control conduct which, in the reasonable opinion of CRC, brings or could bring the name, CRC Logo or reputation of CRC, the Programs, or the CRC Branding Material into disrepute. For greater certainty, this shall include but is not limited to the conviction of any of the Training Partner's Representatives of a criminal offence, discrimination by the Training Partner or any of its Representatives, or any conduct which jeopardizes the dignity or safety of Participants;
  - 9.3.6 Fraudulent act. The Training Partner is or is reasonably suspected by CRC to be involved, in any way, in the fraudulent issuance of CRC certifications or forging CRC certifications; or
  - 9.3.7 Inactivity. The Training Partner does not deliver any Training Courses for a period of eighteen (18) consecutive months;
- CRC shall have the right, at its option, by written notice, to immediately terminate this Agreement without penalty or further obligation.
- 9.4 **Obligations prior to Termination.** Within ten (10) Business Days prior to any effective date of expiration or termination of this Agreement:

- 9.4.1 the Training Partner shall immediately provide to CRC a list and details of: (i) the Training Courses it is currently delivering or is scheduled to deliver, and (ii) all Participant contact information. CRC shall use reasonable efforts to ensure that such Training Courses are continued by CRC or another CRC training partner and that Participants are as minimally affected as possible; and
- 9.4.2 the Training Partner shall provide CRC with an inventory all CRC Materials in its possession or under its control.
- 9.5 **Obligations on Termination.** Upon any expiration or termination of this Agreement:
- 9.5.1 the Licensed Rights shall immediately terminate and the Training Partner shall immediately cease to: (i) use the CRC Materials and the CRC Branding Materials in any capacity, (ii) hold itself out as a CRC training partner, and (iii) offer any Training Courses;
- 9.5.2 the Training Partner's access to CRC Learning Solution shall end immediately (and the Training Partner shall submit any remaining information by separate communication, using the contact information provided herein or as otherwise directed by CRC);
- 9.5.3 the Training Partner shall return or destroy, pursuant to CRC's instructions, all CRC Materials in its possession or under its control. The Training Partner may receive a full or partial refund for the return of CRC Materials to CRC depending on whether the CRC Materials are, in the sole opinion of CRC, current, unused and resalable;
- 9.5.4 each Party shall return or destroy all Confidential Information of the other Party in its possession or under its control;
- 9.5.5 the Training Partner shall immediately pay any outstanding Fees;
- 9.5.6 if this Agreement was terminated by the Training Partner pursuant to Section 9.2, any Annual Fees (as defined in Schedule G) paid by the Training Partner to CRC for the year in progress shall be refunded on a prorated basis based on the effective date of termination. For clarity, except as set out in this Section 9.5.6, all Fees paid to CRC are non-refundable; and
- 9.5.7 CRC reserves the right, in its sole and absolute discretion, where the Training Partner is also an Instructor, to revoke the Training Partner's Instructor certification(s) as an Instructor, if applicable.
- 9.6 **Suspension.** If CRC would be entitled to terminate this Agreement, CRC may instead, in CRC's sole and absolute discretion, suspend the Agreement (or any part of it), including the Licensed Rights, pending a review of the issues or for such other period as CRC chooses, without prejudice to the rights and remedies of either Party hereunder. Sections 9.4.1, 9.5.1, and 9.5.2 shall continue to apply (with necessary modifications) upon any such suspension of this Agreement.
- 9.7 **Facilities.** Either Party may terminate (or, in the case of CRC, suspend) this Agreement pursuant to this Section 9 with respect to one or more Facilities only and, upon such termination becoming effective, the terminated Facilities shall be deleted from CRC Learning Solution but this Agreement shall continue to be in force with respect to the other Facilities.
- 9.8 **Survival.** Provisions which are expressly or impliedly intended to remain in force after expiration or termination of this Agreement shall survive such expiration or termination, including without limitation Section 2 of Schedule F (Submission of Information), Section 6 (Fees), Section 7 (Record Keeping and Oversight), Section 8 (Confidentiality and Privacy), this Section 9.8 (Survival), and Section 10 (Liability and Indemnification) .

## 10 LIABILITY AND INDEMNIFICATION

10.1 **Limitation of Liability.** In no event will either Party be liable to the other Party for any special, incidental, indirect, consequential, or punitive damages of any nature whatsoever, including damages for loss of profits, loss of data, business interruption or loss of information, or any other loss, arising from or relating to this Agreement, regardless of the claim, demand, suit, action or proceeding and regardless of whether the other Party has been advised of the possibility of such damages or such damages were foreseeable. If circumstances arise where the Training Partner is entitled to recover damages relating to this Agreement, the aggregate liability of CRC, if any, will in no event exceed the value of the Fees paid to CRC in the three (3) months preceding the event giving rise to such damages.

10.2 **No Warranty or Representation.** The Parties do not make and have not made any warranties or representations regarding the subject matter of this Agreement, save as expressly stated.

### 10.3 Indemnities.

10.3.1 The Training Partner shall indemnify, defend and hold harmless CRC and its Representatives against all liabilities, costs and expenses, including legal fees, in respect of third party claims where and to the extent that the claim is attributable to: (i) the Training Partner's or its Representatives breach of this Agreement; or (ii) the Training Partner's, or its Representatives, negligence or willful misconduct.

10.3.2 CRC shall indemnify, defend and hold harmless the Training Partner and its Representatives against all liabilities, costs and expenses, including legal fees, in respect of third party claims where and to the extent that such claim is attributable to a Grave Error in the CRC Materials upon which the Training Partner relies to deliver the Training Courses, provided that: (i) the Training Partner is using the most recent official version of the CRC Materials; (ii) the Training Partner obtained the CRC Materials directly from CRC; and (iii) the CRC Materials have not been altered in any way from their official version as provided by CRC. For the purposes of this Section 10.3.2, a "**Grave Error**" means an inaccuracy of such nature that the inaccuracy can reasonably be expected to cause substantial harm to a person who is relying on the CRC Materials in which the inaccuracy occurs.

10.3.3 The indemnified Party shall: (i) promptly notify the indemnifying Party of any claim covered by this Section 10.3; (ii) allow the indemnifying Party to conduct and control, at the indemnifying Party's sole cost and expense, the defence of such claim and any related settlement negotiations; (iii) afford all reasonable assistance to the indemnifying Party (at the indemnifying Party's sole cost and expense); and (iv) make no admission prejudicial to the defence of such claim.

## 11 INSURANCE

11.1 The Training Partner shall be responsible for maintaining insurance in such amounts and against such risks and perils as would be customarily obtained and maintained by a prudent person undertaking similar operations, and failure to do so will be entirely at the Training Partner's own risk. Without limiting the foregoing, such insurance must include general commercial liability insurance in an amount not less than two million dollars (\$2,000,000) per occurrence. The Training Partner shall, by certificate or otherwise, name CRC as an additional insured on the applicable insurance policies. The Training Partner shall provide satisfactory evidence of its insurance upon CRC's request.

11.2 If the Training Partner is a municipality or similar organization and is self-insured, CRC may accept, in its sole and absolute discretion, that the required insurance will be maintained by way of the self-insurance program. Upon CRC's acceptance of the self-insurance program, the Training Partner shall cause CRC to be included under

such program as an additional insured or provide a waiver of subrogation in favour of CRC. CRC reserves the right to reject, in whole or in part, the self-insurance program of the Training Partner and to require commercial insurance coverage as set out in Section 11.1.

## 12 NOTICE

- 12.1 **Notices.** All notices, requests, demands, or other formal communications (each, a “**Notice**” and collectively, the “**Notices**”) to be made by one Party to the other hereunder shall be given in writing and made by personal delivery, by postage prepaid registered mail, or by email, addressed to the other Party at the address identified in the Special Terms and Conditions or such subsequent address given by such Party to the other Party by Notice in writing from time to time. All Notices shall be deemed to have been received: (i) when delivered by hand or transmitted by email; or (ii) if mailed, ten (10) Business Days after the day of the mailing thereof, excluding any time during which the normal mail service is interrupted by strikes or other irregularities.
- 12.2 **Electronic Communications.** The Parties further agree that in Appropriate circumstances, CRC may communicate with the Training Partner through CRC Learning Solution. For the purpose of this Section 12.2, “**Appropriate circumstances**” include but are not limited to: business, day-to-day, or other communications that are less time sensitive, have a low impact on the Training Partner, and/or are informal in nature, such as system maintenance updates and general information from CRC that may be of interest to the Training Partner.
- 12.3 **Primary Contact.** The Training Partner may change its Primary Contact by providing written notice to CRC, and such Primary Contact must be approved by CRC.

## 13 GENERAL PROVISIONS

- 13.1 **Entire Agreement.** This Agreement, together with its schedules, annexes, and other documents referenced herein, constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written, between the Parties in respect of the subject matter hereof.
- 13.2 **Amendments.** Except as otherwise provided for herein, this Agreement may be amended only by the written agreement of the Parties. For greater certainty, this does not limit CRC’s right to make changes to the Program, the CRC Materials, and the CRC Standards may be posted to CRC Learning Solution from time to time, and such changes shall be effective when posted.
- 13.3 **Governing Law.** This Agreement shall be interpreted in accordance with, and governed by, the laws of Ontario, and the federal laws of Canada applicable therein, excluding conflict of law provisions.
- 13.4 **Force Majeure.** “**Force Majeure**” means a circumstance which is beyond the control of, and not reasonably foreseeable by, a Party which prevents the Party from performing its obligations under this Agreement, and includes: act of God; laws, orders, rules, regulations, acts and restraints of any federal, provincial, state, local, municipal, regional, territorial, aboriginal, or other government, branch, ministry, or court, including any district, agency, commission, board or arbitration panel; fire and explosions; inclement weather including floods, overland flooding, storms, tornados, hurricanes, tsunamis, earthquakes, volcanic eruptions and landslides; war, political and civil unrest; epidemics, pandemics, public health emergencies, outbreak of disease and quarantine; terrorism; labour issues including walkouts, strikes, lockouts and picketing; and delays or defaults in or caused by, and shortages of, power, water, or transportation. If either Party is delayed or prevented from the performance of its obligations hereunder, other than a payment obligation, by reason of Force Majeure, and if such Party has given the other Party prompt notice thereof and, upon request, such confirmatory documentation as the other Party may reasonably request, and has in good faith kept the other Party apprised of when the delay is expected to be resolved, the time for the performance of the Party’s

obligations will be extended for a period equal to the duration of the Force Majeure circumstance that occasioned the delay, but not exceeding sixty (60) days unless otherwise mutually agreed by the Parties. If the Force Majeure circumstance continues for more than sixty (60) days, either Party may terminate this Agreement immediately, upon written notice to the other Party.

- 13.5 **Dispute Resolution.** Any dispute arising in connection with this Agreement that cannot be resolved by good faith negotiation between the Parties within thirty (30) days shall be resolved by arbitration, except only that this Section 13.5 shall not prevent either Party from seeking injunctive relief from a court of competent jurisdiction. Disputes subject to arbitration will take place in Ottawa, Ontario, and shall be heard and determined by a single arbitrator mutually acceptable to the Parties or, if the Parties cannot agree, each Party shall select one arbitrator and the two selected arbitrators shall together select a third arbitrator. The arbitrators shall not have any prior or existing business connection with either of the Parties. The arbitration shall be in accordance with the *Arbitrations Act, 1991* (Ontario) and shall be conducted in English or in French, as agreed by the Parties. Costs of the arbitration shall be borne equally by both Parties, unless the arbitration award directs otherwise. The decision of the arbitrator(s) shall be final and binding and shall not be subject to appeal.
- 13.6 **Media Communications.** The Training Partner shall not make any public statement, press release or other announcement relating to this Agreement, the Training Courses or the appointment of the Training Partner without the prior written consent of CRC, provided this Section 13.6 shall not restrict either Party from complying with applicable laws, regulations or other governmental demands or requests for information.
- 13.7 **Relationship of the Parties.** This Agreement does not provide for a joint venture, partnership, agency, franchise, dealership, distributorship or employment relationship between the Parties or any other relationship other than independent contractors, and neither Party shall represent otherwise. The word “partner” in the term “training partner” is intended to emphasize the cooperative nature of the relationship, and the Parties agree that they are not partners in the legal sense. The acts of one Party shall not bind the other Party, and the Parties share no expectation of profit. For greater certainty, CRC shall not be liable for any contractual commitments entered into by the Training Partner with any third party in connection with this Agreement, nor shall CRC be liable for the Training Partner’s employment relationships with its employees. Without limiting the foregoing, nothing in this Agreement shall be construed, interpreted and/or intended to create an employment relationship between CRC and the Training Partner or the Training Partner’s employees.
- 13.8 **Non-Exclusivity.** Nothing in the Agreement grants the Training Partner the right to exclusively provide the Training Courses. CRC may enter into other agreements similar to this Agreement with other parties and training partners.
- 13.9 **Change of Control.** The Training Partner shall immediately notify CRC upon any change of control of the Training Partner, including change to the day-to-day management of the Training Partner’s affairs or any change of control of the Training Partner’s direct or indirect parent corporation (“**Change of Control**”). The Training Partner shall not undergo any Change of Control without the prior written consent of CRC, which may be withheld by CRC, in its sole discretion.
- 13.10 **Assignment.** This Agreement shall be binding upon and inure to the benefit of the Parties, their respective successors and permitted assigns. The Training Partner shall not assign, transfer or delegate this Agreement, or any of its rights or obligations hereunder, including by means of a Change of Control, without the prior written consent of CRC. CRC may assign the Agreement at any time.
- 13.11 **Gender.** Any reference to any gender shall include all genders, and words used herein importing the singular number only shall include the plural and *vice versa*.
- 13.12 **Currency.** Unless otherwise specified, all monetary amounts are stated in Canadian dollars.

- 13.13 **Non-Waiver.** No waiver by any Party of any breach by the other Party shall be a waiver of any subsequent breach of the same or any other obligation, nor shall any forbearance in seeking a remedy for any breach be a waiver of any rights and remedies with respect to such or any subsequent breach.
- 13.14 **Severance.** Any provision of this Agreement which is, or becomes, illegal, invalid or unenforceable shall be severed to the extent of such illegality, invalidity or unenforceability and shall not affect or impair the remaining provisions, which shall, to the extent reasonably possible, continue in force and effect.
- 13.15 **Set-Off.** Either Party may set off any amount owed by the other Party against any amount due to the other Party in connection with this Agreement.
- 13.16 **Time is of the Essence.** Time shall be of the essence in all provisions of this Agreement.
- 13.17 **Paramountcy.** In the event of any inconsistency, conflict, or ambiguity concerning the Agreement, the following, in order of precedence, shall control and supersede any such inconsistency, conflict, or ambiguity as follows: (a) the main body of this Agreement, including the General Terms and Conditions; and then (b) the Schedules attached hereto.
- 13.18 **Counterparts and Electronic Delivery.** This Agreement may be executed and delivered by the Parties in any number of counterparts, each of which shall be deemed an original, and each of which may be delivered by email or other functionally equivalent electronic means of transmission, and those counterparts will together constitute one and the same instrument.
- 13.19 **Language.** The Parties hereby acknowledge that it is their express wish that this Agreement be drawn in the English language. *Les Parties aux présentes reconnaissent qu'elles ont exigé que le présent contrat soit rédigé en langue anglaise.*
- 13.20 **Entry into force.** Subject to its signature by both Parties, this Agreement shall enter into force (retroactively, as the case may be) on the Effective Date mentioned in the header of this Agreement, notwithstanding the date of its signature by the Parties.

## SCHEDULE "F"

### TRAINING COURSE DATABASE AND SUBMISSION OF INFORMATION

1. **Find A Course.** The Training Partner may list certain Training Courses on CRC's Database.
  - 1.1 The Training Partner and its Representatives shall only list Training Courses on the Database that: (i) it is currently scheduled and committed to offer to the public; and (ii) it has written confirmation of the requisite equipment, materials, Instructors, and facilities to provide the course.
  - 1.2 The Training Partner understands and agrees that the Database is not intended, and shall not be used, for:
    - 1.2.1 securing an instructor and the necessary equipment for a course;
    - 1.2.2 promoting a course for which the equipment, facilities, and instructors have not been confirmed;
    - 1.2.3 determining or gauging potential participants' preferences, availabilities and interest with respect to a potential Training Course offering;
    - 1.2.4 marketing and/or canvassing potential Training Course dates and times; or
    - 1.2.5 connecting or registering potential participants and Instructors with Non-CRC Courses or any programs and courses other than the Programs and Training Courses.
  - 1.3 The Training Partner shall deliver a minimum of fifty percent (50%) of the Training Courses that it registers on the Database. If the Training Partner is no longer able, or no longer plans, to offer a Training Course listed on the Database for any reason, the Training Partner shall immediately remove that Training Course from the Database.
  - 1.4 CRC reserves the right, in its sole and absolute discretion, to require Training Partner to provide documentation validating the Training Partner's compliance with this Section 1 of this Schedule F, including but not limited to with respect to:
    - 1.4.1 establishing the requisite equipment and materials available to deliver the listed Training Course(s);
    - 1.4.2 the available Instructor(s) for the listed Training Course(s);
    - 1.4.3 proof of access to the Facilities identified for the listed Training Course(s); and
    - 1.4.4 any other documentation reasonably requested by CRC establishing the Training Partner's intention to deliver the listed Training Course(s).
  - 1.5 **Removal/Limitation of the Training Partner's Access to the Database.** Without limiting any other remedy CRC may have under this Agreement, including the termination provisions set out in Section 9 of the General Terms and Conditions of the Agreement, CRC reserves the right to remove and/or limit the Training Partner's access to the Database in the event the Training Partner fails to comply with its Submission of Information obligations as set out below, in Section 2 of the present Schedule.
- 2 **Submission of Information.** The Training Partner shall, using CRC Learning Solution:

- 2.1 prior to or after each Training Course delivery, but no later than ten (10) days following completion of the applicable Training Course, upload all information requested by CRC, including Training Course date, location, and Instructor names;
- 2.2 prior to or after applicable Training Course delivery, but no later than ten (10) days following completion of the applicable Training Course, complete course components (including individual modules, completion of which is required for certification) or confirm pre-requisites for Participants; and
- 2.3 after each Training Course delivery, within a maximum of ten (10) days following Training Course completion, submit the final Training Course Roster,

(collectively, the “**Submission of Information**”).

**SCHEDULE "G"**  
**FEES**

*[Available through CRC Learning Solution]*

**SCHEDULE "H"**  
**TRAINING PARTNER CERTIFICATE OF INCORPORATION OR OTHER RELEVANT FILINGS**

*[To be submitted by the Training Partner as PDF]*



# CERTIFICATE OF LIABILITY INSURANCE

This certificate is issued as a matter of information only and confers no rights upon the certificate holder and imposes no liability on the insurer. This certificate does not amend, extend or alter the coverage afforded by the policies below.

<b>1. CERTIFICATE HOLDER - NAME AND MAILING ADDRESS</b>	<b>2. INSURED'S FULL NAME AND MAILING ADDRESS</b>		
THE CANADIAN RED CROSS SOCIETY ("CRC")	City of Saint John		
400 Cooper Street	15 Market Square		
Suite 8000,			
Ottawa, Ontario, K2P 2H8	Saint John, NB E2L 4L1	POSTAL CODE	

**3. DESCRIPTION OF OPERATIONS/LOCATIONS/AUTOMOBILES/SPECIAL ITEMS TO WHICH THIS CERTIFICATE APPLIES** (but only with respect to the operations of the Named Insured)  
Proof of liability Insurance

**4. COVERAGES**  
This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated notwithstanding any requirements, terms or conditions of any contract or other document with respect to which this certificate may be issued or may pertain. The insurance afforded by the policies described herein is subject to all terms, exclusions and conditions of such policies.

LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

TYPE OF INSURANCE	INSURANCE COMPANY AND POLICY NUMBER	EFFECTIVE DATE YYYY/MM/DD	EXPIRY DATE YYYY/MM/DD	LIMITS OF LIABILITY (Canadian dollars unless indicated otherwise)		
				COVERAGE	DED.	AMOUNT OF INSURANCE
<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OR <input type="checkbox"/> OCCURRENCE <input type="checkbox"/> PRODUCTS AND / OR COMPLETED <input checked="" type="checkbox"/> <input type="checkbox"/> EMPLOYER'S LIABILITY <input type="checkbox"/> X CROSS LIABILITY  <input type="checkbox"/> X WAIVER OF SUBROGATION  <input type="checkbox"/> TENANTS LEGAL LIABILITY <input type="checkbox"/> POLLUTION LIABILITY EXTENSION <input type="checkbox"/> <input type="checkbox"/>	BFL CANADA RISK AND INSURANCE SERVICES INC. PSCP0024	2026/01/01	2027/01/01	COMMERCIAL GENERAL LIABILITY BODILY INJURY AND PROPERTY LIABILITY - GENERAL <input checked="" type="checkbox"/>	500,000	5,000,000
				- EACH OCCURRENCE	500,000	5,000,000
				PRODUCTS AND COMPLETED <input checked="" type="checkbox"/> AGGREGATE	500,000	5,000,000
				PERSONAL INJURY LIABILITY OR <input type="checkbox"/> PERSONAL AND ADVERTISING LIABILITY <input checked="" type="checkbox"/>		5,000,000
				MEDICAL PAYMENTS	2,500	25,000
				TENANTS LEGAL LIABILITY	500,000	1,000,000
				POLLUTION LIABILITY EXTENSION		
<input type="checkbox"/> X-OWNED AUTOMOBILES	PSCP0024	2026/01/01	2027/01/01	NON-OWNED AUTOMOBILES		5,000,000
<input type="checkbox"/> HIRED AUTOMOBILES				HIRED AUTOMOBILES		
<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> DESCRIBED AUTOMOBILES <input type="checkbox"/> ALL OWNED AUTOMOBILES <input type="checkbox"/> LEASED AUTOMOBILES ** ** ALL AUTOMOBILES LEASED IN EXCESS OF 30 DAYS WHERE THE INSURED IS REQUIRED TO PROVIDE INSURANCE				BODILY INJURY AND PROPERTY DAMAGE COMBINED		
				BODILY INJURY (PER PERSON)		
				BODILY INJURY (PER ACCIDENT)		
				PROPERTY DAMAGE		
<b>EXCESS LIABILITY</b> <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/>				EACH OCCURRENCE		
				AGGREGATE		
<b>OTHER LIABILITY (SPECIFY)</b> <b>Environmental Impairment Liability</b> <input type="checkbox"/>	PSEI0024	2026/01/01	2027/01/01			5,000,000

**5. CANCELLATION**  
Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the certificate holder named above, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

<b>6. BROKERAGE/AGENCY FULL NAME AND MAILING ADDRESS</b>	<b>7. ADDITIONAL INSURED NAME AND MAILING ADDRESS</b> (Commercial General Liability- but only with respect to the operations of the Named Insured)		
G. T. I. Broker Group Inc.	THE CANADIAN RED CROSS SOCIETY ("CRC")		
400 Main Street Suite 1040	400 Cooper Street		
Saint John NB	POSTAL CODE E2K 4N5	Suite 8000,	
BROKER CLIENT ID: 62836465	Ottawa, Ontario, K2P 2H8		POSTAL CODE

<b>8. CERTIFICATE AUTHORIZATION</b>	
ISSUER G. T. I. Broker Group Inc.	CONTACT NUMBER(S) TYPE Cell NO. TYPE Fax NO. TYPE Phone NO. (506)634-1030 TYPE NO.
AUTHORIZED REPRESENTATIVE Jessica Quinlan	
SIGNATURE OF AUTHORIZED REPRESENTATIVE <i>Jessica Quinlan</i>	DATE 2026/03/17 EMAIL ADDRESS <a href="mailto:jessica.quinlan@gotoinsure.ca">jessica.quinlan@gotoinsure.ca</a>

## COUNCIL REPORT

M&C No.	2026-092
Report Date	April 13, 2026
Meeting Date	April 20, 2026
Service Area	Public Works and Transportation Services

Her Worship Mayor Donna Noade Reardon and Members of Common Council

**SUBJECT: Designation of By-Law Enforcement Officers – Public Works**

### **AUTHORIZATION**

Primary Author(s)	Commissioner/Dept. Head	Chief Administrative Officer
<b><i>Barb Crawford</i></b>	<b><i>Michael Hugenholtz</i></b>	<b><i>Ian Fogan</i></b>

### **RECOMMENDATION**

It is recommended that Common Council adopt the attached resolutions appointing Nabeel Shahab and Stephanie Henderson as by-law enforcement officers for the *Solid Waste By-law*, the *Flyer Distribution By-law* and the *Snow Removal By-law*.

### **EXECUTIVE SUMMARY**

The purpose of this report is to designate Nabeel Shahab and Stephanie Henderson, as a by-Law enforcement officers for the *Solid Waste By-law*, the *Flyer Distribution By-law*, and the *Snow Removal By-law* which are administered by the Public Works Department.

In doing so, they will be authorized to:

- Administer and enforce the *Solid Waste By-law*
- Administer and enforce the *Flyer Distribution By-law*; and
- Administer and enforce the *Snow Removal By-law*.

### **PREVIOUS RESOLUTION**

Not applicable.

### **REPORT**

It is necessary at this time to designate Nabeel Shahab and Stephanie Henderson, recently engaged by the Public Works Department to carry out By-law enforcement services, as a by-Law enforcement officers, by adopting the attached resolutions so that they may carry out their duties pertaining to enforcement of

the *Solid Waste By-law*, the *Flyer Distribution By-law* and the *Snow Removal By-law*.

**PREVIOUS RESOLUTION**

N/A

**STRATEGIC ALIGNMENT**

This report aligns with Council’s “Growth” and “Belong” Priorities.

**SERVICE AND FINANCIAL OUTCOMES**

N/A

**INPUT FROM OTHER SERVICE AREAS AND STAKEHOLDERS**

Name of Service Area/Stakeholder	Name of Staff Person
General Counsel Office	Maria K. Powell

**ATTACHMENTS**

Resolutions appointing Nabeel Shahab and Stephanie Henderson as by-law enforcement officers.

RESOLVED, that as recommended by the Chief Administrative Officer, the following resolutions be adopted:

1. WHEREAS the Common Council of The City of Saint John has enacted certain by-laws pursuant to the authority of the *Local Governance Act*, S.N.B. 2017 c.18, and amendments thereto (the "*Local Governance Act*"), including *A By-law respecting Flyer Distribution in The City of Saint John*, By-law Number LG-20 (the "*Flyer Distribution By-Law*"), and all amendments thereto, and it may from time to time be necessary to commence proceedings in the Provincial Court of the Province of New Brunswick, when a person has violated or failed to comply with said By-law;

AND WHEREAS section 72 of the *Local Governance Act* provides that a council may appoint by-law enforcement officers for the local government and may determine their terms of office;

AND WHEREAS subsection 150(1) of the *Local Governance Act* provides that proceedings for breach of a by-law shall be commenced in the name of the clerk of the local government or such other person as is designated for that purpose by the council;

NOW THEREFORE BE IT RESOLVED, that Nabeel Shahab and Stephanie Henderson are hereby appointed as by-law enforcement officers with respect to the enforcement of the *Flyer Distribution By-Law*, effective immediately, and this appointment shall continue until they cease to be contracted by The City of Saint John or until it is rescinded by Common Council, whichever comes first;

AND BE IT FURTHER RESOLVED, that Nabeel Shahab and Stephanie Henderson are hereby designated and authorized to lay Informations in the Provincial Court of the Province of New Brunswick for breach of the *Flyer Distribution By-Law*, effective immediately, and this designation and authorization shall continue until they cease to be contracted by The City of Saint John or until it is rescinded by Common Council, whichever comes first.

2. WHEREAS the Common Council of The City of Saint John has enacted certain by-laws pursuant to the authority of the *Local Governance Act*, S.N.B. 2017 c.18, and amendments thereto (the "*Local Governance Act*"), including *A By-law Respecting Clearance and Removal of Snow and Ice from the Public Streets in The City of Saint John*, By-law Number LG-22 (the "*Snow Removal By-Law*"), and all amendments thereto, and it may from time to time be necessary to commence proceedings in the Provincial Court of the Province of New Brunswick, when a person has violated or failed to comply with said By-law;

AND WHEREAS section 72 of the *Local Governance Act* provides that a council may appoint by-law enforcement officers for the local government and may determine their terms of office;

AND WHEREAS subsection 150(1) of the *Local Governance Act* provides that proceedings for breach of a by-law shall be commenced in the name of the clerk of the local government or such other person as is designated for that purpose by the council;

NOW THEREFORE BE IT RESOLVED, that Nabeel Shahab and Stephanie Henderson are hereby appointed as by-law enforcement officers with respect to the enforcement of the *Snow Removal By-Law*, effective immediately, and this appointment shall continue until they cease to be contracted by The City of Saint John or until it is rescinded by Common Council, whichever comes first;

AND BE IT FURTHER RESOLVED, that Nabeel Shahab and Stephanie Henderson are hereby designated and authorized to lay Informations in the Provincial Court of the Province of New Brunswick for breach of the *Snow Removal By-Law*, effective immediately, and this designation and authorization shall continue until they cease to be contracted by The City of Saint John or until it is rescinded by Common Council, whichever comes first.

4. WHEREAS the Common Council of The City of Saint John has enacted certain by-laws pursuant to the authority of the *Local Governance Act*, S.N.B. 2017 c.18, and amendments thereto (the "*Local Governance Act*"), including *A By-law for the Storage, Collection and Disposal of Solid Waste in The City of Saint John*, By-law Number LG-6 (the "*Solid Waste By-Law*"), and all amendments thereto, and it may from time to time be necessary to commence proceedings in the Provincial Court of the Province of New Brunswick, when a person has violated or failed to comply with said By-law;

AND WHEREAS section 72 of the *Local Governance Act* provides that a council may appoint by-law enforcement officers for the local government and may determine their terms of office;

AND WHEREAS subsection 150(1) of the *Local Governance Act* provides that proceedings for breach of a by-law shall be commenced in the name of the clerk of the local government or such other person as is designated for that purpose by the council;

NOW THEREFORE BE IT RESOLVED, that Nabeel Shahab and Stephanie Henderson are hereby appointed as by-law enforcement officers with respect to the enforcement of the *Solid Waste By-Law*, effective immediately, and this appointment shall continue until they cease to be contracted by The City of Saint John or until it is rescinded by Common Council, whichever comes first;

AND BE IT FURTHER RESOLVED, that Nabeel Shahab and Stephanie Henderson are hereby designated and authorized to lay Informations in the Provincial Court of the Province of New Brunswick for breach of the *Solid Waste By-Law*, effective immediately, and this designation and authorization shall continue until they cease to be contracted by The City of Saint John or until it is rescinded by Common Council, whichever comes first.

## COUNCIL REPORT

M&C No.	2026-080
Report Date	April 14, 2026
Meeting Date	April 20, 2026
Service Area	Utilities and Infrastructure Services

Her Worship Mayor Donna Noade Reardon and Members of Council

***SUBJECT: 2026 Roadway Construction Projects***

This matter is to be discussed in open session of Council.

***AUTHORIZATION***

Primary Author	Dept. Head	Chief Administrative Officer
<b>Kurt Smith</b>	<b>Michael Baker</b>	<b>Ian Fogan</b>

***RECOMMENDATION***

It is recommended that this report be received and filed.

***EXECUTIVE SUMMARY***

The City of Saint John has several major construction projects under both the General Fund and Utility Fund Capital Programs that will have a significant impact on traffic arteries. A map identifying the location of 2026 City projects is attached to this report. Projects that will have a more significant impact on traffic are highlighted later in this report.

***PREVIOUS RESOLUTIONS***

October 30<sup>th</sup>, 2023: M&C 2023-238 - Revised 2024 General and Utility Fund Capital Program, approved.

October 28<sup>th</sup>, 2024: M&C 2024-287 - 2025 Draft General and Utility Fund Capital Budgets, approved.

December 1<sup>st</sup>, 2025: M&C 2025-273 - 2026 General and Utility Fund Capital Programs, approved.

***STRATEGIC ALIGNMENT***

This report aligns with Council’s Priorities for **GROW, GREEN, BELONG, MOVE** and **PERFORM** as both 2026 Capital Programs have many projects that align with each priority.

## **REPORT**

Staff from local road authorities - Gateway Operations, New Brunswick Department of Transportation and Infrastructure (NBDTI), and the City of Saint John met via Microsoft Teams on March 31<sup>st</sup>, 2026, to exchange information on planned construction projects and to consider effects of the construction on the transportation network and traffic in the Saint John region. Also included in the meeting were representatives of local utilities Saint John Energy, Bell Aliant, Liberty Utilities, Enbridge, Emera Brunswick Pipeline, Irving Oil, NBM Railways and Rogers. The 2026 construction season will again have many major projects with impacts to traffic flows. The meeting was productive with groups sharing information on major projects that will impact traffic flows during the 2026 construction season.

The purpose of this report is to update Council on current and planned roadway construction during the 2026 season and the steps that will be taken to help mitigate impacts on users of the transportation network.

The following information details the anticipated work that will take place this season by the various stakeholders.

### **Gateway Operations**

- One Mile overpass will have minor deck repairs.
- All ramps coming on and off the highway at the Catherwood Street overpass are planned to be resurfaced.
- Lights and medians are planned to be repaired east of the Harbour Bridge.

### **NBDTI Projects**

- Harbour Bridge Repairs – West bound on-ramp, off Chesley Drive, will be closed. Harbour Passage pedestrian traffic, under the bridge, will be rerouted to avoid the work area overhead. East and West bound approaches to the bridge will be resurfaced. Periodic short duration full bridge closures are expected to allow jacking operations to occur. Short duration full closures are anticipated to happen after 6 pm.
- Route 177 is expected to be closed for approximately one month to complete a cross-culvert replacement. Traffic is expected to be diverted to Westfield Road when Route 177 is closed.

It should be noted that the City's Public Works and Transportation Services and NBDTI have and will continue to collaboratively monitor traffic flow and community feedback to identify further improvements for the multiple-year Harbour Bridge rehabilitation project.

### **Liberty Utilities**

- Two main extensions are planned, one on Bayside Drive and the other on Quentin Avenue.

### **Developments**

The following developments have the potential to proceed to construction and impact local traffic in 2026:

- Dantes Drive
- Jennifer Street
- Sealedge Court Apartments (Milford Road)
- St. Patrick's School apartments (City Line)
- New Brunswick Museum (Douglas Avenue)
- Metcalf Street, Main Street, and Albert Street Apartments
- North End K-5 School (Rope Walk Road)
- 1750 Sandy Point Road
- 40 King Street / 77 Germain Street
- 99 King Street
- St. Vincent's School apartments (Cliff Street)
- Rowan Court (Read Head Area)
- Dunnett Drive Apartments (Heather Way)
- Blue Jay Way Apartments and Townhouses (Loch Lomond Road)
- Water Lily Way

### **NBM Railways**

- Upgrades to be completed on the railway overpass at Manchester Avenue. A full street closure is expected on April 30<sup>th</sup>, 2026 for 15 hours, starting at 8 am.
- A one day, one lane, closure at the Rothesay Avenue railway crossing for maintenance.

### **Saint John Energy Projects**

- Upgrades to underground vault on Union Street at Wellington Row are planned.
- Replacing direct buried cable on Birchwood Place, Bon Accord Drive / Macnaughton Drive / Strathorne Avenue / McGregor Place, Dalila Court / Hernani Court, Driftwood Lane, Ganong Road / Norman Drive, Heritage Gardens, Linda Court, Maguire Drive, Clarkhill Crescent / Mahogany Terrace / Ridge Row, Rowan Berry Terrace, Secourdon Drive / O'Leary Crescent, Somerset Park / Hampton Manor/ Stratford Manor/Windsor Manor.
- Westfield Road backlot reconstruction.

### **No Impacts on Traffic**

No traffic impacts are expected from the following utilities:

- Irving Oil
- Rogers
- Bell Aliant
- Emera New Brunswick
- Enbridge

### **City of Saint John**

The attached City of Saint John Projects Map for 2026 includes projects under several categories:

- Asphalt Maintenance Resurfacing
- Street Reconstruction / Transportation Improvement Project
- Water and Sewer Renewals
- Parks and Recreation
- Miscellaneous

Generally, the asphalt maintenance resurfacing projects are carried out in stages: asphalt cold milling, structure adjustments and paving. These projects are normally for short durations with each location taking a few weeks to complete depending on the length of roadway to be resurfaced. The construction duration will be longer for those locations where concrete curbs/sidewalks are included.

Street reconstruction projects normally involve underground infrastructure renewals and replacement of roadway granulars in preparation for new curb, sidewalk, and asphalt installations. This type of construction work normally requires full road closure.

Water and sewer renewals requires trench excavation in roadways and will result in lane reductions, but there will be full road closures only in special cases where buried infrastructure is complex and significant work is being carried out simultaneously in various sections of the closed roadway.

From the Projects Map, the following projects will result in significant impacts to traffic flow:

- Water Street (Princess Street to King Street) – Storm Sewer construction – road closure and detour with access for local traffic
- Sydney Street (St. James Street to Broad Street) – Street Reconstruction – road closure and detour with access for local traffic.

- St. James Street (Sydney Street to Charlotte Street) – Street Reconstruction – road closure and detour with access for local traffic.
- Fallsview Avenue (Douglas Avenue to Look Out) - Asphalt Maintenance Resurfacing and Harbour Passage Extension - lane reductions.
- Highland Road (Bellevue Avenue to McLellan Street) - Street Reconstruction – road closure and detour with access for local traffic.
- Glen Road (Simpson Drive to Connaught Avenue) - Street Reconstruction – road closure and detour with access for local traffic.
- Charlotte Street (Princess Street to Queen Square North) - Street Reconstruction – road closure and detour with access for local traffic.
- Rothesay Avenue (near Civic # 342) – Transportation Improvement Project – lane reductions.
- St. John Street (Lancaster Street to Dufferin Row) and Dufferin Row (City Line to Civic #360 Dufferin Row) - Street Reconstruction – road closure and detour with access for local traffic.
- Canterbury Street (Princess Street to Queen Street) - Street Reconstruction – road closure and detour with access for local traffic.
- Rothesay Road Bridge Hanger Renewal (Rothesay Road at Train Tracks) - Watermain Construction – lane reductions
- Gault Road Lift Station (Gault Road) – Sanitary Sewer Construction – lane reductions.
- New Turning Lane (Somerset Street at Rope Walk Intersection) - Street Reconstruction – road closure and detour with access for local traffic.
- Arrow Walk Road (Hawthorne Avenue Extension to Mount Pleasant Avenue) - Asphalt Maintenance Resurfacing - lane reductions.
- Bleury Street (Throughway Overpass to Sand Cove Road) - Asphalt Maintenance Resurfacing - lane reductions.
- Charlotte Street West (Lancaster Avenue to Market Place) - Asphalt Maintenance Resurfacing - lane reductions.

- Crown Street (1) (Broad Street to Queen Street) - Asphalt Maintenance Resurfacing - lane reductions.
- Crown Street (2) (Leinster Street to Union Street) – Asphalt Maintenance Resurfacing – lane reductions.
- Fundy Drive (Sand Cove Road to Lancaster Avenue) – Asphalt Maintenance Resurfacing – lane reductions.
- Grandview Avenue (Boylan Road to Heather Way) – Asphalt Maintenance Resurfacing – lane reductions.
- Hawthorne Avenue Extension (Sandy Point Road to Arrow Walk Road) – Asphalt Maintenance Resurfacing – lane reductions.
- Loch Lomond Road (Bayside Drive to Westmorland Road) - Asphalt Maintenance Resurfacing - lane reductions.
- Red Head Road (Bayside Drive to Treatment Plant) - Asphalt Maintenance Resurfacing - lane reductions.
- Russell Street (Rothesay Avenue to Seely Street) - Asphalt Maintenance Resurfacing - lane reductions.
- Seely Street (Thorne Avenue to Bridge Abutment) - Asphalt Maintenance Resurfacing - lane reductions.
- Thorne Avenue (Bayside Drive to Superstore Entrance) - Asphalt Maintenance Resurfacing - lane reductions.

Traffic disruptions could be subject to change depending on particular design, contractor availability to perform the work and/or construction circumstances. Detailed traffic control plans will be developed with contractors and design consultants for all major construction projects. Other planned projects shown on the Projects Map are expected to be less disruptive to traffic.

There will also be normal operational and maintenance activities carried out by City of Saint John Utilities and Infrastructure Services and Public Works and Transportation Services crews. These are smaller in scope and usually only disrupt traffic on a street or street sections for a relatively short period.

### ***SERVICE AND FINANCIAL OUTCOMES***

The planned roadway construction projects will result in improvements to the municipal infrastructure. Roadway infrastructure is important to the economic health of the community and citizens expect these assets to be maintained to an acceptable standard. Proper and timely maintenance of all roadway assets will ensure public safety, extend the service life of the asset, and achieve best value for the investment.

### ***INPUT FROM OTHER SERVICE AREAS AND STAKEHOLDERS***

Keeping residents informed is a key component of a successful construction season. The City of Saint John's Utilities and Infrastructure Services, Public Works and Transportation Services, External Relations, and Saint John Police Force will work collaboratively with Saint John Transit, Saint John Parking, NBDTI, Gateway Operations, and other utilities and contractors to ensure timely and accurate communication with the public.

This coordinated approach will support the sharing of information related to project timelines, expected delays, and changes to traffic patterns. Where possible, partners will also promote alternate routes and transportation options to help minimize disruption.

The City's Corporate Communications team will lead the development of targeted campaigns and ongoing communications to keep residents informed throughout the construction season, including impacts to roadways and the broader transportation network. Information will be aligned with the Customer Service team to ensure consistency and accuracy in responses to public inquiries.

Communication methods will include, where appropriate:

- Public information notices for major projects, as required
- Weekly construction updates on the City's website, searchable by area
- Comprehensive online project information, including a construction map, project listings, and detailed descriptions of major works
- Traffic advisories issued as needed through the City's website, media, and social media channels (e.g. Facebook)
- On-site signage highlighting construction activity and related investments
- Collaboration with Envision Saint John and Uptown Saint John to support visitor and tourism awareness
- Customer Service Centre interactions
- Public engagement opportunities, as required

A significant number of construction projects are underway or planned for the 2026 construction season. Partner agencies will continue to coordinate communications with the City as work progresses. While every effort is made to

minimize impacts, residents should expect some disruption to traffic flow. Patience and cooperation from all road users will be important as the City advances critical infrastructure improvements and investments to support a modern, efficient transportation network.

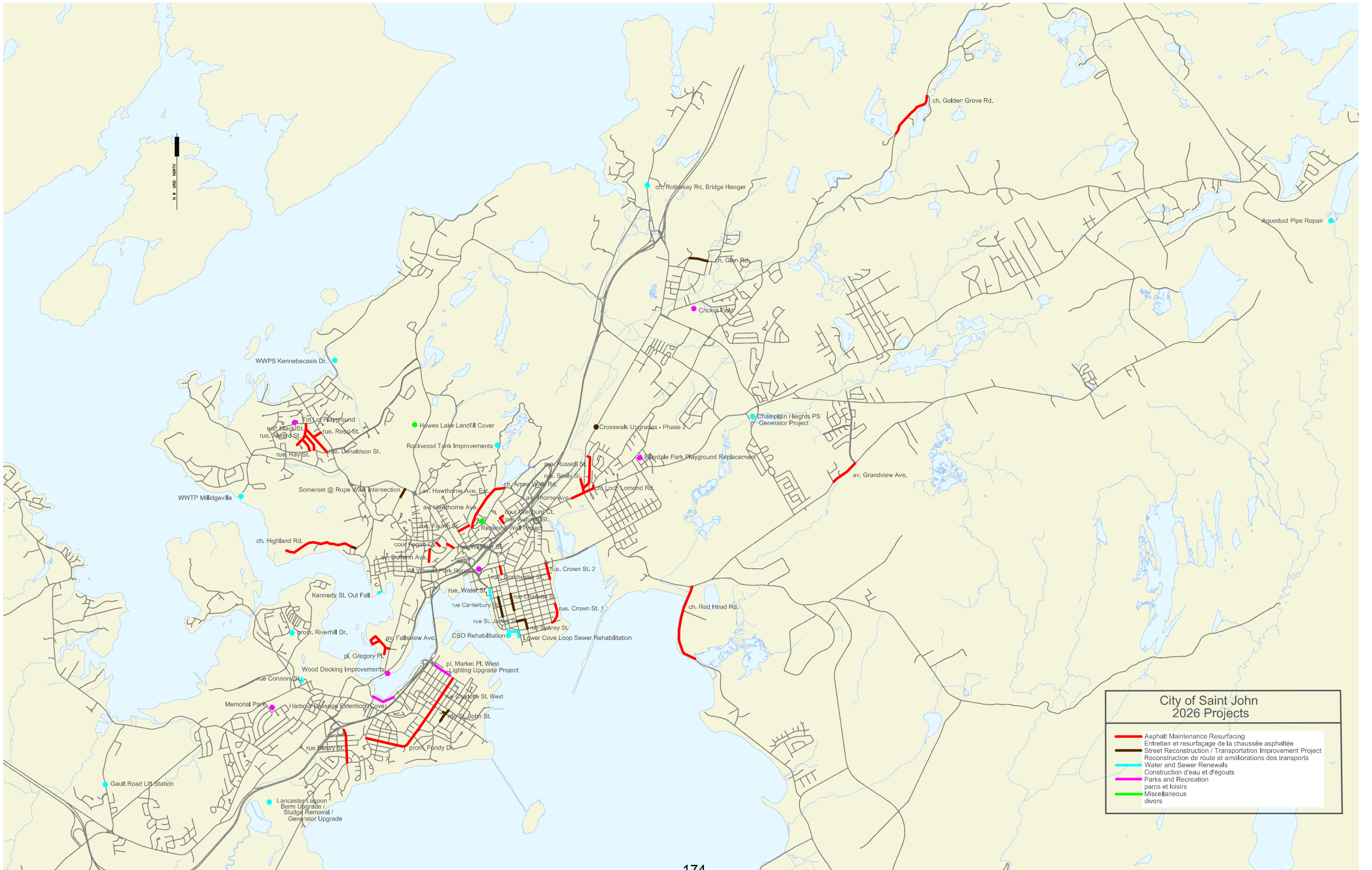
***ATTACHMENTS***

- City of Saint John 2026 Construction Season Projects List
- City of Saint John 2026 Construction Season Projects Map
- City of Saint John Weekly Construction Update (2025 Example)

## City of Saint John - 2026 Capital Construction List

Project Name / Location	Limits	Type of work
Water Street Storm Sewer Extension	Princess Street to King Street	Water and Sewer Construction
Sydney Street	St James Street to Broad Street	Street Reconstruction / Transportation Improvement Project
St James Street	Sydney Street to Charlotte Street	Street Reconstruction / Transportation Improvement Project
Connors Street & Morris Street	Collins Street to Connors Street	Water and Sewer Construction
Fallsview Avenue Harbour Passage Extension	Douglas Avenue to End	Asphalt Maintenance Resurfacing and Concrete Curb and Sidewalk Installation.
Gregory Place	Fallsview Avenue to Dead End	Asphalt Maintenance Resurfacing and Concrete Curb.
WWPS Lift Station Kennebecasis 2 Renewal	300 Kennebecasis Drive	Water and Sewer Construction
Lower Cove Loop Sewer Rehabilitation - Phase 1	Port Property	Water and Sewer Construction
MWWTF UV System Upgrade	Millidgeville Waste Water Treatment Facility	Water and Sewer Construction
Highland Road	Bellevue Ave to McLellan Street	Street Reconstruction / Transportation Improvement Project
Memorial Field Bleacher Upgrades	Memorial Field on Dever Road	Parks and Recreation
Glen Road	Simpson Drive to Connaught Avenue	Street Reconstruction / Transportation Improvement Project
Charlotte Street	Queen Square North to Princess Street	Street Reconstruction / Transportation Improvement Project
Ellerdale Street Playground	Ellerdale Street	Parks and Recreation
Tot Lot Playground & Upgrades	Intersection of Grant Crescent & Daniel Avenue	Parks and Recreation
Kennedy Street Outfall	End of Kennedy Street	Water and Sewer Construction
Cross-walk upgrades - Phase 2	Rothesay Avenue	Street Reconstruction / Transportation Improvement Project
St. John Street	Lancaster Street to Civic #318 Dufferin Row and City Line to Maryanne Court	Street Reconstruction / Transportation Improvement Project
Harbour Passage Extension - The Cove	Riverview Avenue West	Parks and Recreation
Rockwood Tank Improvements	Rockwood Park	Water and Sewer Construction
Canterbury Street	Princess Street to Queen Street	Street Reconstruction / Transportation Improvement Project
Rothesay Road Bridge Hanger Renewal	Rothesay Road at Train Bridge	Water and Sewer Construction
Lancaster Lagoon - Berm Upgrades	Lancaster Lagoon	Water and Sewer Construction
Structural Lining	Various Locations	Water and Sewer Construction
Reversing Falls Lookout beside bridge - Wood Decking improvement	Reversing Falls Lookout beside bridge	Parks and Recreation
Howes Lake Landfill Cover	Howes Lake Landfill	Miscellaneous
Removal and disposal of sludge from sludge bags from Lancaster Lagoon	Lancaster Lagoon	Water and Sewer Construction
Aqueduct pipe Repair	Between Robertson Lake and Latimer Lake	Water and Sewer Construction
Retaining Wall Upgrades	#55 Mount Pleasant Avenue	Miscellaneous
Lancaster Lagoon Generator/ Upgrade	Lancaster Lagoon	Water and Sewer Construction
Cricket Field	Exhibition Field	Parks and Recreation
Gault Road LS	Gault Road	Water and Sewer Construction

All Wheels Park - Repairs to existing concrete	All Wheels Park (Station Street)	Parks and Recreation
Somerset Street @ Rope Walk Intersection - New Turning Lane	Somerset Street @ Rope Walk Intersection	Street Reconstruction / Transportation Improvement Project
Champlain Heights PS - New Generator	Champlain Heights PS	Water and Sewer Construction
Harbour Passage Extension Lighting Improvement Project	Market Place West	Parks and Recreation
CSO (Combined Sewer Overflow) Rehabilitation	Port Property	Water and Sewer Construction
Alward Street	Woodward Avenue to Black Street	Asphalt Maintenance Resurfacing
Arrow Walk Road	Hawthorne Avenue Extension to Mount Pleasant Avenue	Asphalt Maintenance Resurfacing and Concrete Curb and Sidewalk Installation.
Autumn Street	Wright Street to Glenburn Court	Asphalt Maintenance Resurfacing and Concrete Curb and Sidewalk Installation.
Black Street	Daniel Avenue to Dead End	Asphalt Maintenance Resurfacing
Bleury Street	Throughway Overpass to Sand Cove Road	Asphalt Maintenance Resurfacing
Charlotte Street West	Lancaster Avenue to Market Place	Asphalt Maintenance Resurfacing
Crown Street (1)	Broad Street to Queen Street	Asphalt Maintenance Resurfacing
Crown Street (2)	Leinster Street to Union Street	Asphalt Maintenance Resurfacing
Donaldson Street	Black Street to Woodward Avenue	Asphalt Maintenance Resurfacing
Dorchester Street	Union Street to Carleton Street	Asphalt Maintenance Resurfacing
Dufferin Avenue	Wellesley Avenue to Dead End	Asphalt Maintenance Resurfacing and Concrete Curb and Sidewalk Installation.
Fegan Court	Wellesley Avenue to Dead End	Asphalt Maintenance Resurfacing and Concrete Curb and Sidewalk Installation.
Fourth Street	Cranston Avenue to Parks Street	Asphalt Maintenance Resurfacing and Concrete Curb and Sidewalk Installation.
Fundy Drive	Sand Cove Road to Lancaster Avenue	Asphalt Maintenance Resurfacing
Glenburn Court	Autumn Street to Dead End	Asphalt Maintenance Resurfacing and Concrete Curb and Sidewalk Installation.
Golden Grove Road	Clark Road East to Willis Road	Asphalt Maintenance Resurfacing
Grandview Avenue	Boylan Road to Heather Way	Asphalt Maintenance Resurfacing and Concrete Curb and Sidewalk Installation.
Hawthorne Avenue	Parks Street to Sandy Point Road	Asphalt Maintenance Resurfacing and Concrete Curb and Sidewalk Installation.
Hawthorne Avenue Extension	Sandy Point Road to Arrow Walk Road	Asphalt Maintenance Resurfacing and Concrete Curb and Sidewalk Installation.
Highland Road	McLellan Street to Dead End	Asphalt Maintenance Resurfacing and Concrete Curb and Sidewalk Installation.
Loch Lomond Road	Bayside Drive to Westmorland Road	Asphalt Maintenance Resurfacing
Ray Street	Black Street to Woodward Avenue	Asphalt Maintenance Resurfacing
Red Head Road	Bayside Drive to Treatment Plant	Asphalt Maintenance Resurfacing
Reed Street	Donaldson Street to Millidge Avenue	Asphalt Maintenance Resurfacing
Russell Street	Rothesay Avenue to Seely Street	Asphalt Maintenance Resurfacing
Seely Street	Thorne Avenue to Bridge Abutment	Asphalt Maintenance Resurfacing
Thorne Avenue	Seam at Superstore to Bayside Drive	Asphalt Maintenance Resurfacing
Webster Street	Montgomery Crescent to Magazine Street	Asphalt Maintenance Resurfacing and Concrete Curb and Sidewalk Installation.





SAINT JOHN



**WEEKLY CONSTRUCTION UPDATE**

Utilities & Infrastructure Services  
Services d'utilité publique et d'infrastructure  
(506) 658-4455 / [service@saintjohn.ca](mailto:service@saintjohn.ca)  
<http://www.saintjohn.ca>

**Construction Update/Nouvelles hebdomadaires May 15, 2025/ le 15 mai 2025**

**Drive with Caution or Use Alternate Routes  
Police Will Be Monitoring Traffic  
Expect Traffic Interruptions**



**Conduisez prudemment ou utilisez un de recharg  
La police surveillera la circulation  
S'attendre à des interruptions de la**

**CITY OF SAINT JOHN PROJECTS**

<b><u>CONTINUING/CONTINUER</u></b>	
<p><b><u>Contract 2025-03: Heather Way</u></b> The work generally involves the installation of sanitary sewer main.  Delays should be expected. Detour routes will be in place.  <b>Anticipated Completion: July 31, 2025</b></p>	<p><b><u>Contrat 2025-03: voie Heather Way</u></b> Ces travaux comprendront l'installation d'égouts sanitaires.  Des retards sont à prévoir. Des itinéraires de déviation seront en place.  <b>Achèvement prévu : le 31 juillet 2025</b></p>
<p><b><u>Contract 2023-09: Main Street Active Transportation Improvements</u></b>  <b>May 5, 2025</b> – The work generally involves the installation of protected active transportation facilities, reconfiguration of intersections, installation of new traffic signals, and accessibility improvements for pedestrians along Main Street between Union Street and Chesley Drive. Thru traffic will be reduced to one lane in each direction for the duration of construction. Throughout the construction period, several intersecting streets will be closed to through traffic with marked detours provided. Please obey traffic signage or choose an alternate route.  <b>Anticipated Completion: September 15, 2025</b></p>	<p><b><u>Contrat 2023-09 : Améliorations du transport actif de la rue Main</u></b>  <b>5 mai 2025</b> – Le travail comprend généralement l'établissement d'installations de transport actif protégées, la reconfiguration des intersections, l'installation de nouveaux feux de circulation et des améliorations à l'accessibilité pour les piétons le long de la rue Main entre la rue Union et la promenade Chesley. La circulation de transit sera réduite à une voie dans chaque direction pendant toute la durée de la construction. Tout au long de la période de construction, plusieurs rues qui se croisent seront fermées à la circulation avec des panneaux de déviation installés. Veuillez respecter la signalisation routière ou choisir un autre itinéraire.  <b>Achèvement prévu : 15 septembre 2025</b></p>
<p><b><u>Contract 2024-783001P: Rockwood Park Playground Improvements</u></b>  <b>April 22, 2025</b> The work generally involves the installation of new play equipment in Rockwood Park.  The playground will continue to be open; sections</p>	<p><b><u>Contrat 2024-783001P : Améliorations de l'aire de jeux du parc Rockwood</u></b>  <b>22 avril 2025.</b> Les travaux comprennent l'installation de nouveaux équipements de jeux au parc Rockwood.  L'aire de jeux restera ouverte ; certaines sections</p>

will be closed for the duration of construction.	seront fermées pendant la durée des travaux.
<b>Anticipated Completion: June 14th, 2025</b>	<b>Date prévue d'achèvement : 24 juin 2025</b>
<b><u>2024-09 – Lancaster Wastewater Treatment Facility Aeration System Renewal</u></b>	<b><u>2024-09 – Renouvellement du système d'aération de l'installation de traitement des eaux usées de Lancaster</u></b>
<b>April 14, 2025</b> – Work generally includes clearing and grubbing for the construction of a new sludge dewatering pad, dredging of the aeration cells, and the removal and replacement of the existing aeration system. Motorists should be mindful of increased construction traffic on Sand Cove Road.	<b>14 avril 2025</b> – Les travaux comprennent généralement le défrichage et l'essouchement pour la construction d'une nouvelle plateforme de déshydratation des boues, le dragage des cellules d'aération et le retrait et le remplacement du système d'aération existant. Les automobilistes devraient être conscients de l'augmentation du trafic de chantier sur le chemin Sand Cove.
<b>Anticipated Completion: October 17<sup>th</sup>, 2025</b>	<b>Achèvement prévu : Le 17 octobre 2025</b>
<b><u>2023-07 Reversing Falls Lookout Trail – Phase 1 (Falls View Drive)</u></b>	<b><u>Sentier d'observation des chutes réversibles – Phase 1 (Promenade Fallsview)</u></b>
<b>April 8, 2025</b> - Work generally includes a retaining wall and slope stabilization, a short section of storm sewer, new ramp and guiderail, new pedestrian crossing, curb and sidewalk, reconfiguration of the existing parking lot, lighting and landscaping.	<b>Le 8 avril 2025</b> – Les travaux comprennent généralement un mur de soutènement et la stabilisation de la pente, une courte section de l'égout pluvial, une nouvelle rampe et un garde-fou, un nouveau passage pour piétons, une bordure de trottoir et un trottoir, la reconfiguration du stationnement existant, l'éclairage et l'aménagement paysager.
Motorists are asked to reduce speed, observe signage and watch for construction crews.	On demande aux automobilistes de réduire leur vitesse, d'observer la signalisation et de faire attention aux équipes de construction.
<b>Anticipated Completion: August 2025</b>	<b>Achèvement prévu : août 2025</b>
<b><u>Contract 2023-18: Carmarthen Street (Mecklenburg Street to Orange Street)</u></b>	<b><u>Contrat 2023-18 : rue Carmarthen (de la rue Mecklenburg à la rue Orange)</u></b>
The work will involve the renewal of the watermain, sanitary and storm sewer mains as well as full street reconstruction.	Les travaux comprendront le renouvellement de la conduite d'eau, et des conduites principales d'égouts sanitaires et pluviaux, ainsi que la reconstruction complète.
Local access will be maintained but delays should be expected. Please obey traffic signage or choose an alternate route.	L'accès local sera maintenu, mais l'on pourrait s'attendre à des ralentissements. Veuillez respecter les panneaux de signalisation routière ou choisir un autre itinéraire.
<b>Anticipated completion: August 2025</b>	<b>Date d'achèvement prévue: août 2025</b>
<b><u>Contract 2024-12: Charlotte Street (St. James Street to Queen Square North)</u></b>	<b><u>Contrat 2024-12 : rue Charlotte (de la rue St. James à Carré Queen Nord)</u></b>
The work will involve the renewal of the watermain, sanitary and storm sewer mains as well as a full	Les travaux comprendront le renouvellement de la conduite d'eau, et des conduites principales d'égouts

<p>street reconstruction.</p> <p>Local access will be maintained but delays should be expected. Please obey traffic signage or choose an alternate route.</p> <p><b>Anticipated completion: July 2025</b></p>	<p>sanitaires et pluviaux, ainsi que la reconstruction complète.</p> <p>L'accès local sera maintenu, mais l'on pourrait s'attendre à des ralentissements. Veuillez respecter les panneaux de signalisation routière ou choisir un autre itinéraire.</p> <p><b>Date d'achèvement prévue: juillet 2025</b></p>
<p><b><u>Contract 2023-27: Rothesay Avenue/Retail Drive – Intersection Re-alignment</u></b></p> <p><b>April 7, 2025</b> – The work generally involves the relocation of watermains, sanitary sewers and storm sewers and the re-alignment of Retail Drive where it meets Rothesay Avenue. The reconfigured intersection will include new traffic lights, traffic islands and signage.</p> <p>For 2025, the work on the project will involve the installation of the underground infrastructure on Rothesay Avenue and the re-aligned Retail Drive. During the various stages of construction, sections of Rothesay Avenue and Retail Drive will have traffic diversions in place. Residents and businesses will have access to Rothesay Avenue, Retail Drive, Oakland Street and Rockwood Avenue during construction but there will be disruptions as the work progresses. Please obey all traffic signage.</p> <p><b>Anticipated Completion: October 31, 2025</b></p>	<p><b><u>Contrat 2023-27 : Angle avenue Rothesay et promenade Retail – Réalignement de l'intersection</u></b></p> <p><b>Le 7 avril 2025</b> – Les travaux consistent principalement à déplacer les conduites principales, les égouts sanitaires et les égouts pluviaux, ainsi qu'au réalignement de la promenade Retail à l'endroit où elle rencontre l'avenue Rothesay. La reconfiguration de l'intersection comprendra de nouveaux feux de circulation, des îlots séparateurs et des panneaux de signalisation.</p> <p>Pour 2025, les travaux sur le projet comporteront l'installation de l'infrastructure souterraine sur l'avenue Rothesay et la promenade Retail réalignée. Pendant les diverses étapes des travaux, la circulation sera détournée sur des sections de l'avenue Rothesay et de la promenade Retail. Les résidents et les entreprises auront accès à l'avenue Rothesay, à la promenade Retail, à la rue Oakland et à l'avenue Rockwood pendant la durée des travaux, mais il y aura des perturbations à mesure que les travaux progresseront. Respectez tous les panneaux de signalisation routière.</p> <p><b>Achèvement prévu : le 31 octobre 2025</b></p>
<p><b><u>Contract 2023-11: Broad Street (Charlotte Street to Carmarthen Street) – Street Reconstruction</u></b></p> <p><b>April 14, 2025</b> – The work generally involves the renewal of the watermain and sanitary sewer and installation of new storm sewer mains and full street reconstruction on Broad Street from Charlotte Street to Carmarthen Street. Local access will be maintained but delays should be expected. During construction sections of Broad Street will be closed to through traffic, marked detours will be provided. Please obey traffic signage or choose an alternate route.</p> <p><b>Anticipated Completion: September 15, 2025</b></p>	<p><b><u>Contrat 2023-11 : Rue Broad (de la rue Charlotte à la rue Carmarthen) – Reconstruction de rue</u></b></p> <p><b>Le 14 avril 2025</b> – Les travaux comprennent généralement le renouvellement de la conduite principale et de l'égout sanitaire, l'installation de nouvelles conduites principales d'égout pluvial ainsi que la reconstruction complète de la rue Broad, de la rue Charlotte à la rue Carmarthen. L'accès local sera maintenu, mais des retards sont à prévoir. Durant les travaux, des tronçons de la rue Broad seront fermés à la circulation, des panneaux de déviation seront installés. Veuillez respecter la signalisation routière ou choisir un itinéraire de rechange.</p> <p><b>Achèvement prévu : 15 septembre 2025</b></p>

 <p style="text-align: center;"><b><u>Traffic Advisory – Harbour Bridge</u></b></p> <p><b>March 27, 2025</b> The Saint John Harbour Bridge will be reduced to one lane of traffic in each direction from March 31, 2025, until late October to allow for the continuation of multi-phase work on the project.</p> <p>During this work, the Eastbound lanes and on-ramp and off-ramp from Chesley Drive will be closed to traffic. The ramps are expected to reopen in late November.</p> <p>Westbound lanes Drive will remain open with one lane of traffic movement in each direction maintained on the eastbound side of the bridge.</p> <p>Delays are expected for traffic in both directions approaching the bridge during this period.</p> <p>Motorists are encouraged to reduce speed and watch for workers present in the construction zone.</p> <p>Please check @brunswick511 or the Government of New Brunswick website for further updates.</p>	 <p style="text-align: center;"><b><u>Avis de circulation – pont Harbour</u></b></p> <p><b>27 mars 2025</b> Le pont Harbour de Saint John sera réduit à une voie de circulation dans chaque direction du 31 mars 2025 jusqu'à la fin octobre afin de permettre la poursuite des travaux en plusieurs phases sur le projet.</p> <p>Pendant ces travaux, les voies en direction de l'est et les rampes d'accès et de sortie de Chesley Drive seront fermées à la circulation. Les rampes devraient rouvrir à la fin novembre.</p> <p>Les voies de circulation en direction de l'ouest de Chesley Drive resteront ouvertes avec une voie de circulation dans chaque direction sur le côté est du pont.</p> <p>Des retards sont à prévoir pour la circulation dans les deux sens de circulation à l'approche du pont pendant cette période.</p> <p>Les automobilistes sont invités à réduire la vitesse et à surveiller les ouvriers présents dans la zone de construction.</p> <p>Veuillez consulter @brunswick511 ou le site Web du gouvernement du Nouveau-Brunswick pour obtenir d'autres mises à jour.</p>
<p style="text-align: center;"><b><u>2024-01 Bonner Place - Storm Sewer and Street Reconstruction.</u></b></p> <p><b>March 31, 2025</b> - Work generally includes new storm sewer, catch basins and manholes, sidewalk, curb and asphalt. Motorists are asked to reduce speed, observe signage and watch for construction crews.</p> <p><b>Anticipated Completion June 17<sup>th</sup>, 2025.</b></p>	<p style="text-align: center;"><b><u>2024-01 Bonner Place - Réfection des égouts pluviaux et des rues.</u></b></p> <p><b>31 mars 2025</b> - Les travaux comprennent généralement la construction d'un nouvel égout pluvial, de puisards et de regards, d'un trottoir, d'une bordure et de l'asphalte. Les automobilistes sont priés de réduire leur vitesse, de respecter la signalisation et de surveiller les équipes de construction.</p> <p><b>Fin des travaux prévue le 17 juin 2025.</b></p>
<p style="text-align: center;"><b><u>Contract 2024-05: Sussex Drive (Technology Drive to Millidge Avenue)</u></b></p> <p>The work generally involves the installation of storm sewer main.</p> <p>Delays should be expected. Detour routes will be in place.</p> <p><b>Anticipated Completion: May 16, 2025</b></p>	<p style="text-align: center;"><b><u>Contrat 2024-05: promenade Sussex (de la promenade Technology à l'avenue Millidge)</u></b></p> <p>Ces travaux comprendront l'installation d'égout Pluvial.</p> <p>Des retards sont à prévoir. Des itinéraires de déviation seront en place.</p> <p><b>Achèvement prévu : le 16 mai 2025</b></p>



## Green Zones

Number of **Green Zones**

**2**



Number of Units Site 1 **27**



Number of Units Site 2 **27**

Units Occupied **19**

Units Occupied **22**

"We have filed taxes for 15 participants, some dating back 10 years. Our team has been working on individual case plans to help participants reach their goals. This includes things like resume building, setting up dental appointments and mental health appointments."  
- Site Manager

### Operational Update

Four participants from Site 1 are transitioning to Bridge Housing in the expanded Thorne Avenue site as they move along the housing continuum toward more independent living. With this move, a total of five participants have made similar transitions from the site in the past month.

## Red Zones

### Housing for All Framework Implementation Plan

#### Site Updates

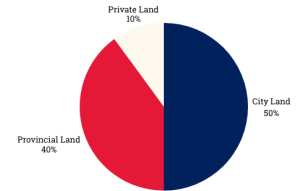
**675**  
Outreach engaged with clients

**45**  
Encampment relocations

**25**  
Encampment clean ups

**24**  
Encampments vacated

Location Breakdown



### Operational Support

Operations at Egbert, Thorne, and the expanded Thorne Avenue site have transitioned to provincial oversight. The City still funds four of the eight outreach team members.

### Framework Activation

City staff, in collaboration with community partners, are advancing the Housing for All Strategy and Policy Framework to support the Red Zone Implementation Plan and guide ongoing operations.

## COUNCIL REPORT

M&C No.	2026 -089
Report Date	April 14, 2026
Meeting Date	April 20, 2026
Service Area	Utilities and Infrastructure Services

Her Worship Mayor Donna Noade Reardon and Members of Council

***SUBJECT: Public Information Session: Highland Road (Bellevue Avenue to McLellan Street) – Water, Sanitary and Storm Sewer Renewal and Street Reconstruction***

### ***AUTHORIZATION***

Primary Author	Dept. Head	Chief Administrative Officer
<b><i>Greg Moran</i></b>	<b><i>Michael Baker</i></b>	<b><i>Ian Fogan</i></b>

### ***RECOMMENDATION***

It is recommended that this report be received and filed.

### ***EXECUTIVE SUMMARY***

The purpose of this report is to inform Council of the Public Information Session that will be held in relation to the following project: Highland Road (Bellevue Avenue to McLellan Street) - Water, Sanitary and Storm Sewer Renewal and Street Reconstruction.

### ***PREVIOUS RESOLUTIONS***

October 17<sup>th</sup>, 2022: M&C 2022-317 – 2023 and 2024 General Fund and Utility Fund Capital Budget, approved.

October 30<sup>th</sup>, 2023: M&C 2023-238 – Revised 2024 General and Utility Fund Capital Program, approved.

### ***REPORT***

The approved 2024 Water & Sewerage Utility Fund and General Fund Capital Programs include Other Share funding (Canada Community Building Fund - CCBF) for the design and construction of a renewed watermain and sanitary sewer, new storm sewer installation and a full street reconstruction for Highland Road (Bellevue Avenue to McLellan Street). This project was reviewed with the Saint John Ability Advisory Committee at their February 25<sup>th</sup>, 2026, meeting. The tender for this project is expected to be issued at the end

of April with construction anticipated to start in July and continue until the middle of September 2026.

The project will have an impact on the local area during construction. It is for this reason that staff have decided to hold a Public Information Session to allow local residents and businesses an opportunity to view the project drawings and ask questions about the project.

The following Public Information Session will be held:

**Highland Road (Bellevue Avenue to McLellan Street) - Water, Sanitary and Storm Sewer Renewal and Street Reconstruction**

Thursday, May 7<sup>th</sup>, 2026

2:00 pm – 4:00 pm, and 5:00pm to 7:00pm

Portland United Church (50 Newport Crescent)

This report is being provided for the information of Council and to extend an invitation to any Councillors who may wish to attend the Public Information Session.

The Public Information Session will be posted on the City's website and a copy of the attached notice will be delivered door to door in the project area.

***STRATEGIC ALIGNMENT***

This report aligns with Council's Priorities for GROW, MOVE, GREEN AND PERFORM as the project includes reconstructing City streets that are currently in poor condition while leveraging Other Share funding.

***SERVICE AND FINANCIAL OUTCOMES***

The municipal infrastructure on these streets is in poor condition and requires replacement. The renewal of the water and sewer infrastructure will reduce the likelihood of future service disruptions to the residents. The storm water and sanitary sewer flows will be separated on this section of Highland Road. The road surface will be completed with new asphalt and concrete sidewalks. The approved Capital Programs include funding for the design and construction of the project. The project is funded in full by "Other Share" funding which will come from the Canada Community-Building Fund (CCBF) funding program.

***INPUT FROM OTHER SERVICE AREAS AND STAKEHOLDERS***

N/A

***ATTACHMENTS***

- Highland Road (Bellevue Avenue to McLellan Street) - Public Information Session Notice



The City of Saint John

HAND DELIVERED

## **PUBLIC INFORMATION SESSION**

**2025-18**

### **HIGHLAND ROAD (BELLEVIEW AVENUE TO MCLELLAN STREET) WATER, SANITARY, STORM AND STREET RECONSTRUCTION**

The City of Saint John will be undertaking the renewal of watermain and sanitary sewer, new storm sewer installation and a full street reconstruction in the above noted area. The purpose of this project is to provide upgraded infrastructure that is nearing the end of its useful life.

The construction activities will include:

- Highland Road (Bellevue Avenue to McLellan Street) – Renewal of the watermain and sanitary sewer, installation of a storm sewer for separation and street reconstruction.
- There will be traffic disruptions during the project; however, construction crews and associated traffic controls will be present. As much as possible, local traffic will be permitted.

This project is part of the City's on-going commitment to continually improve its infrastructure and is included in the approved City of Saint John Water & Sewerage Utility Fund and General Fund Capital Programs.

The project is anticipated to begin in July 2026 and is expected to be completed by mid-September 2026.

Representatives from the City of Saint John, will be available to answer questions related to the project. The public is invited to drop in anytime during the following periods to attend an information session for this project:

Date: **Thursday, May 7, 2026**

Place: **Portland United Church, 50 Newport Crescent**

Time: **2:00 pm – 4:00 pm and 5:00 pm – 7:00 pm**

**For further information about this project, contact Greg Moran, P.Eng., City of Saint John, Utilities & Infrastructure, at (506) 658-4455.**

**From:** [City of Saint John, New Brunswick](#)  
**To:** [Common Clerk](#)  
**Subject:** Webform submission from: Request to Present to Council Form  
**Date:** Wednesday, April 15, 2026 12:19:00 PM

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**[ External Email Alert]** \*\*Please note that this message is from an external sender. If it appears to be sent from a Saint John employee, please forward the email to [spamsample@saintjohn.ca](mailto:spamsample@saintjohn.ca) or contact the IT Service Desk.\*\*

Submitted on Wed, 04/15/2026 - 12:18

Submitted by: Anonymous

Submitted values are:

## About Person/Group Presenting

**First Name:**

Kyle

**Last Name:**

Jacquard

**Name of Organization/Group (where applicable):**

Kyle Jacquard and Keegan Doiron

**Address:**

Grand bay-Westfeld, New Brunswick. E5K 4T7  
Canada

**Day Time Phone Number:**

**Email**

---

**If you do NOT wish to have your personal information (address, phone number, email) become part of the public record, please check this box.**

Yes

## About your Request

**Topic of Presentation:**

to have saint john make a youth council

**Purpose for Presentation (what is the ask of Council):**

We are asking them to allow youth to have a voice in politics and to allow them to create events for other youth to form a community. And overall just to make youth more interested in politics.

**Background Information:**

We are both high school students who attend harbor view high school for are civics project this year we decided to try and create a way for youth to have a voice in politics and for them to help there community and so we feel its are obligation to present and try an have a youth council in saint john.

**Are you making a request for funding?**

No

**From:** [City of Saint John, New Brunswick](#)  
**To:** [Common Clerk](#)  
**Subject:** Webform submission from: Request to Present to Council Form  
**Date:** Wednesday, April 15, 2026 12:48:29 PM

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Submitted on Wed, 04/15/2026 - 12:48

Submitted by: Anonymous

Submitted values are:

## About Person/Group Presenting

**First Name:**

Lynaya

**Last Name:**

Astephen

**Name of Organization/Group (where applicable):**

na

**Address:**

Saint John, New Brunswick. e2p1j5  
Canada

**Day Time Phone Number:**

**Email**

---

**If you do NOT wish to have your personal information (address, phone number, email) become part of the public record, please check this box.**

Yes

## About your Request

**Topic of Presentation:**

Procedure By-Law to present to council

**Purpose for Presentation (what is the ask of Council):**

Offer feedback in order to help council make a decision.

**Background Information:**

Citizen who cares about open democracy.

**Are you making a request for funding?**

No

**File Upload**

[Procudure By-Law change feedback.pdf](#) (525.1 KB)

Presented by Lynaya Astephen

4/20/2026

# Procedure By-Law change feedback

# AGENDA

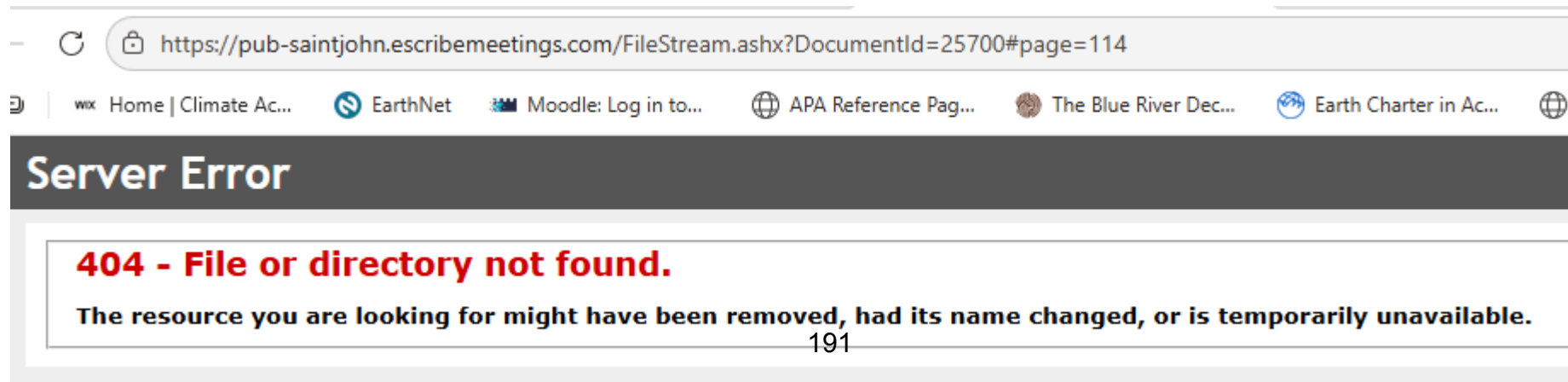
1. Open Democracy
2. Barriers to Participation
3. Low voter turnout and public perception

# Open Democracy

- **Engaged citizens are more likely to trust their local government and feel a sense of ownership over community outcomes.**
- **Direct Communication with Local Officials**
- **Which municipalities of similar sizes use this approach?**
- **Why is this being changed and where is this recommendation coming from?**

# Barriers to Participation

- Submissions due Wednesday 2 days prior to council packet is released. Impossible to participate if this is the case.
- Communication of changes to different citizens with different needs depending on technology and media usage and age demographics



The screenshot shows a web browser window with the address bar containing the URL: <https://pub-saintjohn.escribemeetings.com/FileStream.ashx?DocumentId=25700#page=114>. Below the address bar, there are several navigation tabs: "Home | Climate Ac...", "EarthNet", "Moodle: Log in to...", "APA Reference Pag...", "The Blue River Dec...", and "Earth Charter in Ac...". The main content area displays a "Server Error" message in a dark grey box. The message reads: "404 - File or directory not found." followed by "The resource you are looking for might have been removed, had its name changed, or is temporarily unavailable." The number "191" is centered below the error message.

# Low Voter Turnout and Public Perception

## ELECTIONS

Municipal Elections Voter Turnout	Canada	NB	Saint John	Ward 1	Ward 2	Ward 3	Ward 4
2012	NA	NA	45.6%	54.5%	47.7%	36.9%	42.9%
2016	NA	NA	38.1%	47.3%	38.5%	30.4%	36.0%
2021	NA	NA	34.5%	41.0%	35.8%	29.0%	32.0%

Voter Turnout has been going down in all four of the wards. The Saint John voter turnout rate has dropped by more than **10%** in nine years. Ward three has the lowest voter turnout at 29%. That means that less than three in ten people who were eligible to vote actually voted in 2021.

# Comments from the Public from Social Media Sites

Limiting time and access for the public to speak is very telling of the closed door policies we are seeing across the board, restricting the public's ability to speak and be heard as part of proper democratic process. Authoritarian rise from the political left. This is another sign of the rise of a new form of Communism in Canada. As the ex. pm Trudeau said "Canada is a post-national state". We have lost our identity along with freedom and democracy. This is further evidenced when one political party is able to control federal power for over a decade. This is far from what we had decades ago and it is a disturbing slide backward. Shame on you for these changes.

If you don't want to listen to residents and concerns. Public service is not for you. All this does is limit the voice of citizens. Questions are never answered anyways it seems.

So council can silence what they don't agree with and throw people out of chambers cmon current mayor is out of control

5:41 PM

# CONCLUSION

Ensure citizens have enough time to participate and know the agenda package ahead of time.

Communicate any changes well in advance and clearly thinking of all age and technological levels of citizens.

Is this fair to citizens or creating barriers?



# Q & A

**From:** [City of Saint John, New Brunswick](#)  
**To:** [Common Clerk](#)  
**Subject:** Webform submission from: Submission to Council Form  
**Date:** Wednesday, April 15, 2026 10:47:56 AM  
**Attachments:** [To the Mayor and Council of the City of Saint John.docx](#)

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Submitted on Wed, 04/15/2026 - 10:14

Submitted by: Anonymous

Submitted values are:

## About Person/Group Submitting

**First name**

Martin

**Last name**

Soucy

**Mailing Address**

Saint John, New Brunswick. E2N 1E7

**Telephone**

---

**Email**

---

**If you do not wish to have your personal information (address, phone number, email) become part of the public record, please check this box.**

No

## About your Submission

**Topic of submission**

why pay taxes

**Purpose for submission (what is the ask of council):**

why pay taxes

**Document Uploads**

**[To the Mayor and Council of the City of Saint John.docx](#)** (13.93 KB)

April 15<sup>th</sup>, 2026

To the Mayor and Council of the City of Saint John.

My name is Martin L Soucy, 275 Karen Street, Saint John NB

I have lived in Saint John for over 80 years. I am an electrical contractor who has built many new homes and renovated several run-down apartment buildings throughout the city. I have never taken from the system, no social assistance or unemployment and always paid my taxes. I help my fellow man when there is a need and donate to many of the charities in Saint John.

I live at the end of Karen Street and pay over \$6400 in taxes per year, and I have my own well and septic. The street is in terrible shape. In the winter the city dumps the snow in my driveway. When I cut down on using plastic bags and put loose garbage in the cart, the city refuses to take my garbage. Lately we had a major windstorm and the blue recycle bin was blown away so I used my own blue container. The city refused to empty the recycling materials.

I would like you to tell me why I should pay Property Taxes?

To  
Mayor Donna Noade Reardon  
City of Saint John New Brunswick

From:  
Leo Goguen  
1350 Grandview Ave.  
Saint John NB

Subject: Request for Municipal Action Regarding Unsightly Property at 1356 Grandview Ave.

Dear Mayor Reardon,

I am writing to formally request the City of Saint John's intervention regarding ongoing and escalating concern at the property located at 1356 Grandview Avenue. For several years, the condition of this property has deteriorated to the point of becoming unsightly, unsafe, and a persistent nuisance to surrounding residents.

The property contains excessive accumulation of materials and debris consistent with hoarding behavior; This as resulted in:

- Increased presence of rats, mice, flies, and other pests.
- A significant fire hazard due to the volume and nature of stored items
- Negative impact on the appearance, safety, and property values of the neighborhood
- Ongoing concerns for the health and well being of nearby residents

Multiple attempts have been made over the years to have the City address this issue, but the situation has continued to worsen. The City Water Department employs the homeowner: however, this complaint is not relate to his employment. Nor is it based on race, religion, or any personal characteristic. It is solely about the conditio of property and the risks it poses.

We the undersigned residents of Grandview Avenue and the surrounding area, respectfully request that the City take appropriate and timely action to enforce municipal property standards and address the hazards associated with property.

Thank you for your attention to this matter. We look forward to your support in restoring the safety and livability of our neighborhood.

Sincerely  
Leo Goguen

*Leo Goguen*  
Neighbor Signature

*1557 Grandview Ave*  
*Mrs. Rita Emman 8 McLaughlin Road*  
*McLaughlin Road Main MacDugall*

*1344 Grandview Ave: Kevin Viennese*  
*1344 Grandview Ave Lisa Viennese*  
*1344 Grandview Ave: Jacob Viennese*

*1419 GRANDVIEW AVE*  
*1505 Grandview AVE.*

*1358 GRANDVIEW Gary Harbold*  
*1365 Grandview Ave Wayne Coats*

*Wayne Stephen WAYNE STEPHEN*  
*Barb Stephen*  
*1294 Grandview Ave*

*1557 Grandview Ave*  
*1557 Grandview Ave Don Chason*

*295 Grandview Ave*

Margot Nelson  
1311 Grandview Avenue

MICHAEL MACLELLAN  
1445 GRANDVIEW AVE  
Fuller Grandview Ave

Melissa Carnvit  
508 Grandview Ave

Varlene Wespies  
57 McLaughlin Rd

Ronald Wespies  
57 McLaughlin Rd

Krista Bennett  
5 McLeod Rd.

Wanda Butler  
59 McLeod Rd.

D. Fustell  
Grandview Ave

Rob Crowl  
1533 Grandview Avenue

Water Rose  
1400 Grandview

Julie Rose  
Grandview Ave

Penny Haulholdt  
Grandview Ave

John McTague

Stephen D Wood  
Cassy Whitecore  
MAREE BULLOCK  
Joan McTague

1336 GRANDVIEW AV  
1557 Grandview Avenue  
840 Grandview Ave  
228 Ocean Drive





# Proposed Procedural Bylaw – Public Participation Provisions

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Mayor Noade Reardon and Members of Common Council

City of Saint John

April 16, 2026

Dear Mayor Noade Reardon and Members of Council:

I am writing regarding the proposed Procedural Bylaw currently before Council, specifically the provisions that govern public participation in Council proceedings. I watched the April 7 meeting on YouTube and am writing ahead of third reading to place my concerns on the public record.

My concern is not with procedural orderliness — that's a legitimate goal. My concern is that specific provisions of the proposed bylaw will create a structural barrier that prevents residents from participating in Council's decisions on matters that directly affect our lives, and that this barrier is not justified by any problem the evidence supports.

## **The Barrier Is Not a Tight Window. It Is No Window at All.**

The proposed bylaw establishes two participation mechanisms. The first — the formal public hearing process — applies only to planning matters under the *Community Planning Act*: zoning changes, municipal plan amendments, and similar applications. For those matters, the public receives 30 days' advance notice by law, and participation is built into the process. That framework is reasonable.

The second mechanism applies to everything else: every amendment to any other City bylaw such as noise, dog control, parking, business licensing, property standards, fire safety — and the procedural bylaw itself. For all of these and more, any resident wishing to speak must submit a request by 4:00 pm on the Wednesday before the Council meeting. Any written materials must also be submitted by that same Wednesday deadline.

The Council agenda is posted online at 4:30 pm on the Friday before the Council meeting, **two days after** that Wednesday deadline.

This means that for the majority of Council's legislative business, residents are required to respond to proposed changes **before those changes have been publicly announced**. There is no amount of civic engagement or diligence that resolves this. A resident who checks the City's website the moment the agenda is posted on Friday has already missed the presentation registration and written submission deadline by two days.

For planning matters the 30-day statutory notice makes the Wednesday deadline workable. For every other category of bylaw there is no advance notice requirement. The only formal public signal is the Friday agenda and it arrives two days too late, unless you own a time machine.

**The additional barrier of the two-thirds consent requirement.** Under the proposed bylaw (s.11.4), a person who has missed the Wednesday deadline to present may still address Council if a two-thirds majority of all members present consent. This means that a resident who becomes aware of an item through the published agenda on Friday may show up at the Monday Council meeting and still be prevented from speaking if two thirds of the Councillors present decline to grant consent. This is not a safeguard against disruption; it is a veto on participation.

## Who this Shuts Out

Clearly, the structural barrier described above applies to all of us; the proposed bylaw would effectively eliminate the possibility of public participation for everyone. That said, I want to be direct about who will be most severely affected by this barrier, as it is not evenly distributed.

**People with speech and communication disabilities.** For residents who cannot speak orally (including people with conditions affecting speech such as dysarthria, laryngectomy, severe stuttering, autism spectrum conditions, or other communication impairments) written submission is not an alternative, it's their only reasonable option. For this group, the Wednesday deadline does not create a simple inconvenience; it eliminates their only point of access.

**The Deaf and hard-of-hearing community.** Unless ASL interpretation is routinely provided at Council meetings, Deaf residents face the same structural problem: oral participation is inaccessible, written submission is their effective channel, and that channel now requires magical advance knowledge of an unpublished agenda.

**Newcomers and residents with language barriers.** Understanding a proposed bylaw amendment, forming a response, and communicating it in writing is already demanding in one's first language. For residents whose first language is not English, it requires translation support. Arranging such support in the space of three days is an unreasonable expectation and burden.

**People with anxiety disorders, autism spectrum conditions, ADHD, and similar conditions.** Preparing a formal written submission to a legislative body about a matter that has not yet been publicly described — because the deadline falls before publication — requires a much higher cognitive and emotional load than preparing a submission in response to something one has read. For residents whose conditions make deadline pressure, uncertainty, and formal institutional settings particularly difficult, the proposed framework amplifies every obstacle.

**People who are simply uncomfortable with public speaking — especially on camera.** Council meetings are streamed live and recorded online. For many residents, that fact alone is a significant barrier to appearing and speaking in person. Virtual participation does not resolve this: it still means being recorded and appearing on a public platform. Beyond that, virtual participation is an administrative practice, not a right codified in the proposed bylaw and therefore is subject to change. And of course, a virtual option does not resolve the timeline paradox — a virtual participant still can't respond to an agenda that hasn't yet been published. For residents (particularly survivors of domestic violence, people with privacy concerns, or anyone who simply does not want their voice or image published online) this is a real and legitimate barrier created by the proposed bylaw.

In each of these cases, the person affected is not failing to engage. They are being knowingly excluded by a process designed in a way that makes their engagement impossible.

## **The Disability Discrimination Risk**

I want to flag this plainly: the proposed bylaw creates conditions that could constitute discrimination against persons with disabilities under New Brunswick's *Human Rights Act*.

The Act explicitly covers municipal services and facilities. It prohibits discrimination in services available to the public on the basis of physical and mental disability, and it requires municipalities to accommodate persons with disabilities to the point of undue hardship.

Access to Council proceedings — the ability to participate in the decisions of one's elected municipal government — is a service available to the public. The proposed bylaw creates structural barriers that prevent

residents with specific disabilities from accessing that service. The accommodation required to resolve this is straightforward and would benefit all of us, not just residents with disabilities: provide sufficient advance notice of changes to bylaws (and any other substantive City business not covered by the *Community Planning Act* public hearing requirement) so we have the time required to submit materials and request the opportunity to present by the Wednesday deadline.

If the bylaw is adopted as proposed and a complaint is filed, the City will need to demonstrate that these barriers are justified by an operational necessity that cannot be addressed through accommodation. Based on the public record, that justification does not exist.

## **"Aligning with Other Municipalities" Is Not a Justification**

At the April 7 meeting, the City Solicitor stated that the purpose of these amendments to the public participation process was to align with the practices of similarly-sized municipalities.

I would ask Council to consider what that goal does and does not establish.

It establishes that other municipalities have adopted similar restrictions. It does not establish that those restrictions are appropriate, effective, or legally sound. If other municipalities have, intentionally or inadvertently, built systemic barriers to public participation into their procedural bylaws, the right response is not to emulate them — it's to learn from their poor example.

The standard for a procedural bylaw is not "comparable to what other municipalities have done." The standard is whether the bylaw meets regulatory compliance requirements *and* serves the residents of Saint John fairly and lawfully. The fact that a barrier exists somewhere else does not make it a reasonable model.

## **Public Participation Before Third Reading Is Not a Meaningful Remedy**

I anticipate that Council and/or staff may respond to these concerns by noting that residents have the ability to speak before third reading — to show up, request to be heard, and make their case before the final vote.

To establish the veracity of such an assertion I have analyzed the public record of Council's bylaw decisions from May 2021 to March 2026, covering 152 meetings and every bylaw proceeding over nearly five years. I have attached the methodology and findings as an appendix to this letter, for your information.

What I found:

- **190 bylaw-related proceedings** were initiated over that period.
- **3 were substantively interrupted** between second and third reading — a rate of 1.6%. (Note that interruptions due to time constraints and scheduling issues were not included in this count.)
- **In 98.4% of cases** a bylaw that received first and second reading proceeded to third reading without interruption or alteration.
- Of the two occasions when a Council member attempted to pause a reading (to table a motion and allow more time), one received no seconder and the other was defeated 7 to 4. In the second case, Council voted to proceed over an explicit request to pause.
- **Not one proceeding in the general category** (the parking rules, noise rules, governance rules, and all other non-planning matters) was defeated or substantively altered by Council vote between second and third reading over the entire five-year period. One general-category item — the 2022 Traffic Bylaw Amendment — was withdrawn at third reading with no reason recorded in the minutes.

Of those 190 proceedings, 121 were planning matters already subject to the mandatory 30-day public hearing process under the *Community Planning Act*. The remaining 69 (36% of such proceedings) were general-category items: parking, noise, governance, licensing, property standards, and similar bylaws. These are precisely the matters for which no advance notice requirement exists and for which the proposed Wednesday deadline will present a barrier. For that category specifically, the five-year record shows zero substantive changes between second and third reading.

This record does not tell us that Council ignores public input; it tells us that once a bylaw reaches first and second reading, the trajectory to third reading is, in practice, virtually guaranteed. That is a democratic reality of how Council operates. The proposed bylaw does not change that dynamic, rather it eliminates the possibility of any public participation at the point where it would need to operate to have any effect.

Telling residents that they can speak before third reading is not a meaningful answer to these concerns. **The record shows that speaking before third reading has not substantively changed a single non-planning outcome in five years.** The structural effect of a framework that makes participation nearly impossible before decisions are effectively finalized is that residents who do engage are doing so in a closed process. That matters, regardless of what the participation rate looks like.

## What I Am Asking Council to Do

I am asking Council to do one of two things:

**Option 1: Reject the public participation provisions as proposed.** Recognize that by adopting the proposed bylaw Council would be knowingly erecting an insurmountable barrier to public participation in decisions regarding the very laws that govern the lives of Saint John residents, something that should be unacceptable to everyone involved in the democratic process.

**Option 2: Refer the public participation provisions back to staff** with a direction to develop a process that is actually workable: a notification mechanism that informs the public of proposed amendments to non-planning bylaws and other substantive Council business *before* any deadline. This notification should be issued before the meeting at which the item will receive first and second reading, when public input might actually prove meaningful.

In either case, I am asking Council not to encode into law a barrier that makes it structurally impossible for residents (particularly those who already face the most obstacles to civic participation) to engage with our municipal government on decisions that affect us.

The proposed bylaw will not make Council more efficient. It will make Council less accountable. Those are not the same thing.

Respectfully,



Sara Stashick

Saint John, New Brunswick

# **Appendix: Council Bylaw Voting Record, May 2021 — March 2026**

## **Analysis of bylaw proceedings between second and third reading**

*The following is an independent review of the public record of Saint John Common Council meetings. All source documents — the meeting minutes — are publicly available through the City of Saint John's records portal at [records.saintjohn.ca](https://records.saintjohn.ca).*

### **What Was Reviewed**

Every set of Council meeting minutes from May 2021 (when the current Procedural bylaw came into force) through March 2026 was reviewed — 152 meetings in total, with no gaps in coverage.

The review searched for every instance in which a bylaw item was interrupted, withdrawn, deferred, or defeated between second and third reading, as well as every attempt to interrupt a proceeding that did not succeed.

The total number of bylaw proceedings initiated (items that received first and second reading) was also counted to establish the overall base.

## Coverage

Year	Meetings reviewed
2021	27 (from May)
2022	29
2023	28
2024	30
2025	32
2026	6 (January–March)
<b>Total</b>	<b>152</b>

## Results

- Total bylaw proceedings initiated: 190
- Decisions interrupted between second and third reading: 3
- Decisions proceeding to third reading without interruption: 187 (98.4%)

## The Three Interruptions

### **November 29, 2021 — 1429 Loch Lomond Road (rezoning)**

The item was withdrawn at the third reading stage. No reason is recorded in the minutes.

### **November 28, 2022 — Traffic bylaw Amendment**

The item was withdrawn at the third reading stage. The minutes record only "Withdrawn." — no explanation.

### **August 19, 2024 — 199–201 Union Street (rezoning)**

Council voted 5–4 to defeat the item at the reading stage. This item had already gone through a formal public hearing process before the vote.

## **Attempts to Interrupt that were Overruled**

On two occasions, a motion was made to pause a third reading and it did not succeed:

### **November 15, 2021 — 573 Woodward Avenue (rezoning)**

A motion to table third reading was made but received no seconder. Third reading proceeded at the same meeting.

### **August 22, 2022 — 111–119 King Street East (Heritage Conservation Areas bylaw)**

A motion to table third reading was defeated by a vote of seven to four. The stated reason for the tabling motion was to seek legal advice. Council voted to proceed, and third reading took place at the same meeting.

## **One Additional Item of Note**

### **September 8, 2025 — Procedural Bylaw Amendments (Notice of Motion)**

A Council member brought forward a Notice of Motion to amend the Procedural bylaw through a democratic reform process. That motion was defeated at the discussion stage, before any bylaw reading took place. The proposed amendments were not brought forward for a reading.

This item is relevant context: an attempt by a Council member to address procedural reform through the notice-of-motion process was stopped at the earliest possible stage.

## **What This Record Shows**

Over nearly five years and 152 meetings, a general (non-planning) bylaw that reached first and second reading went on to receive third reading **98.4% of the time**.

This record does not suggest that public participation is disruptive or that it has threatened the orderly conduct of Council's business. It suggests that by the time a decision reaches its reading stage, the outcome is effectively determined.

## **Methodological Notes**

The minutes are outcome records. They record what Council decided, not why. Where items were withdrawn without explanation — as in the 2021 and 2022 cases — it is not possible to determine from the minutes alone whether public input was a factor, whether there was a legal issue, or whether a sponsor withdrew the item for unrelated reasons. No claim is made here about the reason for any specific outcome.

The search covered all outcome terms in common use in New Brunswick municipal minutes: *not carried, defeated, tabled, deferred, referred back, motion failed, withdrawn, laid over, postponed, sent back, denied, refused, rejected*, as well as French equivalents. Each result was reviewed in full context to confirm it related to a bylaw reading and represented a substantive interruption rather than a routine scheduling matter.

All source minutes are publicly available at [records.saintjohn.ca](https://records.saintjohn.ca) and can be verified independently.

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*Submitted as Appendix to letter to Mayor and Council, April 16, 2026.*



The City of Saint John

## ***PROCLAMATION***

- WHEREAS:*** It is imperative that communities across Canada be reminded of the importance of Sun Safety;
- WHEREAS:*** Over-exposure to UV Radiation is one of the major causes of Melanoma and Non-melanoma skin cancers;
- WHEREAS:*** Skin Cancer is the most common of all cancers. 1 in 6 Canadians born in the 1990s will get skin cancer in their lifetimes;
- WHEREAS:*** Many people seek sun without taking the advisable precautionary measures and are unaware that any darkening of skin colour, including a tan, is indicative of UV damage;
- WHEREAS:*** Skin self-examinations should be performed on a monthly basis because skin cancers are highly treatable when detected early;
- WHEREAS:*** Save your Skin Foundation is dedicated to the fight against non-melanoma skin cancers, melanoma and ocular melanoma through nationwide education, advocacy, and awareness initiatives.

***NOW THEREFORE:*** I, ***Mayor Donna Noade Reardon***, of ***Saint John*** do hereby declare the month of May 2026 as Melanoma and Skin Cancer Awareness Month in The City of Saint John.

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





The City of Saint John

## ***PROCLAMATION***

***WHEREAS:*** World Press Freedom Day was proclaimed by the UN General Assembly in December 1993, following the recommendation of UNESCO’s General Conference.

***WHEREAS:*** A healthy, professional news media is essential for the proper functioning of civil society and democracy at the local, regional, federal and international levels.

***WHEREAS:*** May 3<sup>rd</sup> acts as a reminder to governments of the need to respect their commitment to press freedom, and a day of reflection among media professionals about issues of press freedom and professional ethics.

***WHEREAS:*** It is an opportunity to celebrate the fundamental principles of press freedom, to assess the state of press freedom throughout the world, to defend the media from attacks on their independence, and to pay tribute to journalists who have lost their lives in the line of duty.

***WHEREAS:*** The City of Saint John is among at least 29 municipalities – home to 13 million people in nine provinces across Canada – that have passed motions during the past two years voicing support for journalism in aid of democracy.

***NOW THEREFORE:*** I, ***Mayor Donna Noade Reardon***, of ***Saint John*** do hereby proclaim May 3, 2026 as “***World Press Freedom Day***” in The City of Saint John.

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



*Société Alzheimer Society*

# AN INTRODUCTION TO DEMENTIA FRIENDLY COMMUNITIES

“

“...I hope that New Brunswickers can learn about the Society and the work it does because Alzheimer’s disease **is not just an issue of one random person, but rather a societal issue that involves us all.**”

*Person with young onset dementia*



# THE DEMENTIA JOURNEY

217

# AGE-FRIENDLY VS DEMENTIA-FRIENDLY

- ▶ An **age-friendly community** creates a strong foundation for aging well.
- ▶ A **dementia-friendly community** builds on that foundation by addressing the **unique needs of people living with cognitive change**.



# WHAT IT REPRESENTS FOR PEOPLE LIVING WITH DEMENTIA

- ▶ They are able to live good lives
- ▶ Can maintain independence
- ▶ Can remain part of the community
- ▶ They're met with understanding and compassion



**89%** increase

in the next **25 years**



# 6

People in NB develop  
dementia each day



# 61%

of those diagnosed  
live in the community



# COMPONENT #1: ACCESSIBILITY



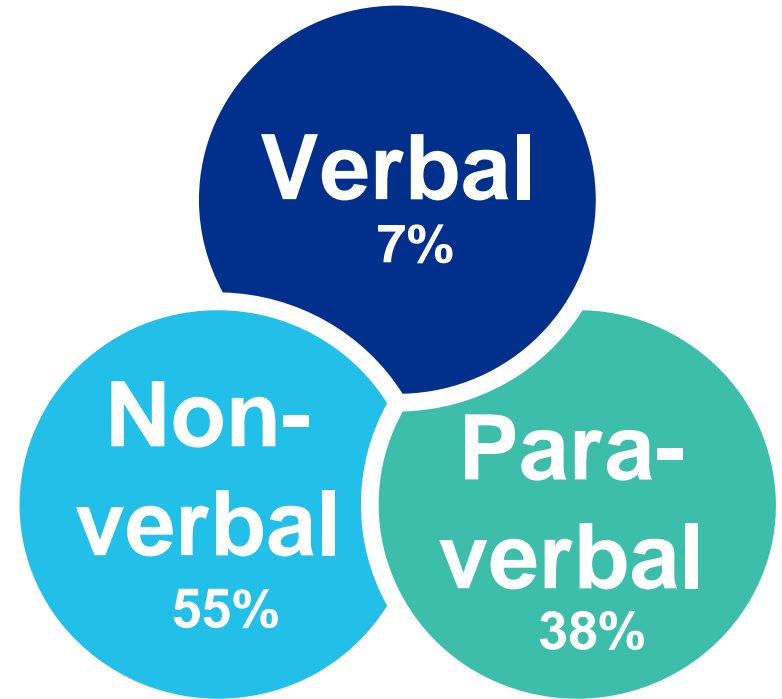
# COMPONENT #2: EDUCATION / AWARENESS



- Reduces stigma and misunderstanding
- Promotes inclusion and social participation
- Improves safety and response
- Support families and caregivers
- Encourages environmental adaptations
- Builds a culture of compassion

**A dementia-friendly community isn't just about services- it's about people understanding each other.**

# COMPONENT #2: COMMUNICATION



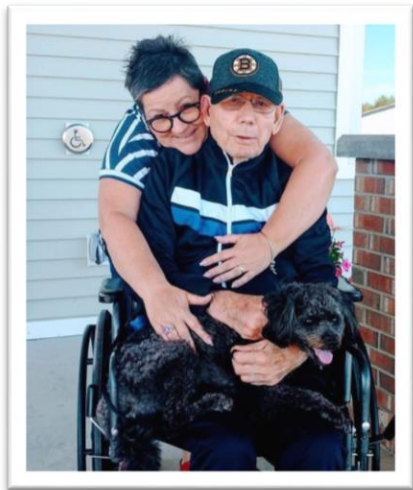
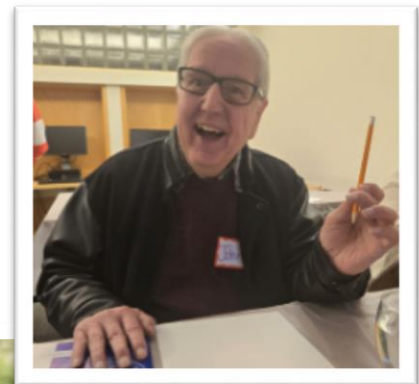
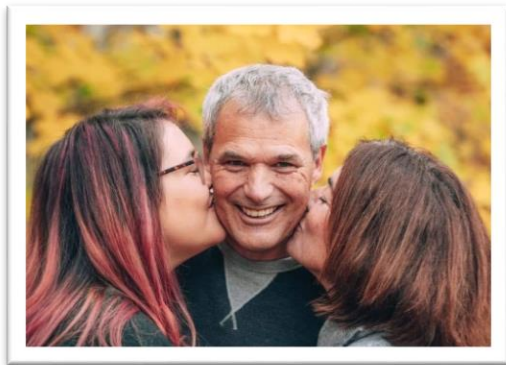
# COMPONENT #4: CHAMPIONING



## Championing

People living with dementia and their care partners acting as a “champion” in educational work, advocacy, story sharing, supporting others, and creating change.





# CIRCLE OF CARE



7,400 family and friend  
caregivers in NB



201,500 hours of  
unpaid care



5,373  
Full-time employees

# WHAT WE DO

## Support & Connection

- **First Link**
- Toll-Free InfoLine
- Telephone and in-office support
- **Tele-Counselling & Psychotherapy**
- Bilingual resources
- Programs
  - Caregiver Support Network
  - Memory Cafe
  - Minds in Motion
  - Coffee and Chat
  - **U-First**
  - DFC

## Education & Awareness

- Community & Outreach
- Dementia Friendly Communities
- Training

## Advocacy & Research

- Funding for research
- A voice in public policy and decision-making

# THANK YOU

[www.alzheimer.ca/nb](http://www.alzheimer.ca/nb)

1-800-664-8411

info@alzheimernb.ca



@AlzheimerNB



Alzheimer Society of  
New Brunswick

## COMMON COUNCIL REPORT

M&C No.	2026-098
Report Date	April 14, 2026
Meeting Date	April 20, 2026
Service Area	General Counsel Office

Her Worship Mayor Donna Noade Reardon and Members of Common Council

***SUBJECT: Update to Code of Conduct By-Law***

***EXECUTIVE SUMMARY***

The City’s *Code of Conduct By-law* was enacted in 2022, based on a now repealed regulation. The *By-law* is now subject to a new *Code of Conduct Regulation* under the *Local Governance Act (“LGA”)*, which the Province enacted in the summer of 2024. In light of this *2024 Regulation*, amendments are needed to ensure the *By-law* complies with the *LGA*, especially with respect to the way the City processes, investigates, and disposes of code of conduct complaints.

The General Counsel Office (“GCO”) reviewed the City’s existing *Code of Conduct By-law* and drafted a revised version of the Code which will: 1) ensure it complies with current legislative requirements; 2) acknowledges and aligns (to the extent possible) with the employee political activity policy; and 3) generally improve the *By-law*’s organization, language, and processes.

***COUNCIL RESOLUTION***

It is appropriate for Council to give 1<sup>st</sup> and 2<sup>nd</sup> reading to the revised Code of Conduct By-Law, should it choose to do so.

***REPORT***

Procedural History

In late November of 2025, the NB Local Governance Commission (the “**LGC**”) issued an advisory<sup>1</sup> cautioning local governments against discussing and deciding Code of Conduct or Conflict of Interest complaints in closed meetings of Council. In January of 2026, GCO was directed to review the *Code of Conduct* and prepare amendments.

Current Code of Conduct

Pursuant to the *LGA*, the City is required to enact a Code of Conduct By-law, and the Province may prescribe matters that must be included in that By-law. The Province has most recently done this via the 2024 Code of Conduct Regulation,<sup>2</sup> which has been in force since July 26, 2024.

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<sup>1</sup> *Advisory – Closed Meetings: Code of Conduct and Conflict of Interest*, Local Governance Commission of New Brunswick, November 24, 2025 (the “**LGC Advisory**”).

<sup>2</sup> *Code of Conduct Regulation - Local Governance Act*, NB Reg 2024-48 (the “**2024 Regulation**”)

The City's current *Code of Conduct By-law* was enacted in 2022 and is based on a 2018 Regulation to the *LGA*, which is no longer in effect. For context, the *2024 Regulation* is approximately 4 times the size of its predecessor, and both expands on existing requirements and adds various new ones. In particular, the 2024 Regulation did two things of note:

- Expanded on requirements in the previous regulation (e.g., instead of stipulating that the by-law must include a section on values, it now also names values which must be included in the list); and
- Added new sections on complaints, council procedures for reviewing complaints, and corrective actions that may be imposed if a breach has occurred.

Based on GCO's review of the *2024 Regulation*, the LGC Advisory, and the City's current *Code of Conduct By-law*, we prepared a revised version of the Code of Conduct to: 1) ensure that the it complies with current legislative requirements; 2) align (to the extent possible) with the employee political activity policy; and 3) generally improve the By-law's organization, language, and processes.

#### Overview of Revisions to the Code of Conduct

Below is a high-level summary of the proposed revisions to the *Code of Conduct*:

- "General" matters of organization, clarity, etc. (e.g., adding a definition section, consolidating / rearranging certain provisions, dividing the By-law into parts);
- Ensuring the By-law more accurately mirrors the structure and language used in regulations to the *Local Governance Act*;
- Strengthening provisions, where appropriate, to address concerns similar to those raised in the employee political activity policy (e.g., Adding new values of "Impartiality" and "Objectivity"; adding a provision requiring elected officials to respect that employees must be, or be seen to be, politically impartial);
- Redrafting the complaint process to comply with the requirements of the *2024 Regulation*, and streamline requirements, including:
  - Removing overlapping "informal" and "formal" complaint processes in favor of a single complaint process;

- Removing the Complaints Committee given the minimal opportunity for their role under the *2024 Regulation* framework;
- Appointing the City Clerk as the person responsible for the receipt, processing, and referral of complaints for investigation. Under the revised *Code of Conduct*, a Complaint will be referred for investigation unless it is frivolous, vexatious, or out of time, in which case it can be summarily dismissed;
- Clarifying the role of an external investigator, and ensuring they are empowered to take reasonable steps to protect confidentiality and the integrity of the investigation process;
- Following the requirements of the *2024 Regulation* around review of the investigative report, votes by council, and corrective actions (e.g. Council must receive the investigation report in open session and vote in open session on whether there was a violation of the Code and what, if any, corrective measures should be imposed if there was a violation); and
- Updating the corrective measures which the *2024 Regulation* permits Council to impose, including suspending the member from exercising the powers or performing the duties conferred upon them under the LGA for a stated period of time.

The proposed revised Code of Conduct By-Law complies with the City’s obligations under the *Local Governance Act*, the *2024 Code of Conduct Regulation* under that Act, and the *Official Languages Act*. It is appropriate for Council to give it 1<sup>st</sup> and 2<sup>nd</sup> reading should it so choose.

### **STRATEGIC ALIGNMENT**

The recommendations in this report align with Council’s priority of “perform”.

### **SERVICE AND FINANCIAL OUTCOMES**

Updating the Code of Conduct ensures the City is complying with legislative requirements and helps to achieve the *LGA* objective to “provide good government” for the residents of Saint John.

### **ATTACHMENTS**

- Code of Conduct By-Law.



# THE CITY OF SAINT JOHN NEW BRUNSWICK

**A By-law Respecting the  
Code of Conduct for  
Elected Members of the  
Common Council of The  
City of Saint John**

**Arrêté relatif au code de  
déontologie pour les  
membres du conseil  
communal élus de The  
City of Saint John**

**By-law Number LG - 5**

**Arrêté numéro LG - 5**

An uncertified copy of this by-law  
is available online

Une copie non certifiée de l'arrêté  
est disponible en ligne

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## RECITALS

**WHEREAS** the *Local Governance Act*, S.N.B. 2017, c. 18, authorizes and requires local governments to establish a *Code of Conduct By-law* for Members of Council;

**AND WHEREAS** *New Brunswick Regulation 2024-48* stipulates matters that must be included in a *Code of Conduct By-law*;

**AND WHEREAS** a Code of Conduct ensures that Members of Council share a common basis and understanding for appropriate conduct extending beyond the legislative provisions governing the conduct of Members of Council, as set out in the *Local Governance Act*;

**AND WHEREAS**, as Members of Council, we recognize that our actions have an impact on the lives of all residents and property owners in the community;

**AND WHEREAS** the establishment of a *Code of Conduct By-law* is consistent with the principles of transparent and accountable government;

**AND WHEREAS** Members of Council are not City employees, but instead are elected officials with responsibilities and privileges unique to their office.

**NOW THEREFORE** the Common Council of The City of Saint John (hereinafter "**Council**") adopts certain rules in the form of a *Code of Conduct By-law* that further underscores the requirement that elected officials be independent, impartial, and duly responsible in serving their constituents.

**Title**

## PRÉAMBULE

**ATTENDU QUE** la *Loi sur la gouvernance locale*, L.N.-B. 2017, ch. 18, autorise et exige que les gouvernements locaux prennent un *Arrêté relatif au code de déontologie* pour les membres du conseil;

**ET ATTENDU QUE** le *Règlement du Nouveau-Brunswick 2024-48* stipule les questions à traiter dans un code de déontologie;

**ET ATTENDU QU'**un code de déontologie assure que les membres du conseil partagent une base et une compréhension communes de ce qui est considéré une conduite appropriée qui va au-delà des dispositions législatives qui gouvernent la conduite des membres du conseil, conformément à la *Loi sur la gouvernance locale*;

**ET ATTENDU QUE**, en tant que membre du conseil, nous reconnaissons que nos actions ont un impact sur la vie de tous les résidents et propriétaires dans la communauté;

**ET ATTENDU QUE** l'instauration d'un *Arrêté relatif au code de déontologie* est en harmonie avec les principes d'un gouvernement transparent et responsable;

**ET ATTENDU QUE** les membres du conseil ne sont pas des employés de la municipalité, et qu'ils sont plutôt des représentants élus ayant des responsabilités et privilèges uniques à leur mandat.

**À CES CAUSES** le conseil communal de The City of Saint John (ci-après le « **Conseil** ») adopte certaines règles sous la forme d'un *Arrêté relatif au code de déontologie* qui confirme le besoin que les représentants élus soient indépendants, impartiaux et pleinement responsables alors qu'ils servent leurs électeurs.

**Titre**

1 This By-law may be cited as the *Code of Conduct By-law* (hereinafter the “By-law”).

1 Le présent arrêté peut être cité sous le titre *Arrêté relatif au code de déontologie* (ci-après « l'arrêté »).

## Definitions

## Définitions

2 The following definitions apply in this By-law.

2 Les définitions qui suivent s'appliquent au présent arrêté.

“**Affected Member**” means a Member of Council who is the subject of a Complaint. (*membre concerné*)

« **membre concerné** » signifie un membre du conseil qui fait l'objet d'une plainte. (*Affected Member*)

“**Complaint**” means a complaint filed in accordance with the requirements set out herein, alleging that a Member of Council, or more than one Member of Council, has breached the provisions of this By-law. (*plainte*)

« **plainte** » signifie une plainte déposée conformément aux exigences énoncées dans le présent arrêté, alléguant qu'un, ou plus d'un, membre du conseil a contrevenu aux dispositions du présent arrêté. (*Complaint*)

“**Complainant**” means a person who has filed a Complaint. (*plaignant*)

« **plaignant** » signifie la personne qui a déposé la plainte. (*Complainant*)

“**City**” means The City of Saint John. (*municipalité*)

« **municipalité** » désigne The City of Saint John (*City*)

“**Council**” means the Common Council of The City of Saint John. (*conseil*)

« **conseil** » désigne le conseil communal de The City of Saint John. (*Council*)

“**Election Period**” means the period of time commencing ninety (90) days prior to a general election under the *Local Governance Act*, and terminating on the date of the first meeting of Council following that general election. (*période d'élection*)

« **Période d'élection** » signifie la période commençant quatre-vingt-dix (90) jour avant la date d'une élection générale en vertu de la *Loi sur la gouvernance locale*, et se terminant la date de la première réunion du conseil immédiatement après l'élection générale. (*Election Period*)

“**Filing Date**” means the date on which a valid Complaint is received by the City Clerk, provided that any Complaint received on a Holiday, or after 4:30pm on a day that is not a Holiday, shall be deemed to have been filed on the next day that is not a Holiday. (*date de dépôt*)

« **Date de dépôt** » signifie la date à laquelle une plainte valide est reçue par le greffier de la municipalité, à condition que toute plainte reçue un jour férié, ou après 16h30 un jour qui n'est pas un jour férié, sera réputée avoir été déposée le jour suivant qui n'est pas un jour férié. (*Filing Date*)

“**Holiday**” includes:

- a Saturday; and
- a day designated as a holiday pursuant to the *Interpretation Act*.

(*jour férié*)

« **jour férié** » inclut:

- un Samedi; et
- un jour identifié comme étant un jour férié dans la *Loi d'interprétation*.

(*Holiday*)

“**Investigator**” means an external investigator retained by the City Clerk, on behalf of Council, to investigate a Complaint pursuant to subsection 14 (11) of this By-law. (*enquêteur*)

“**Investigative Report**” means a report rendered by an Investigator pursuant to subsection 14(14) of this By-law. (*rapport d’enquête*)

“**Member of Council**” means the mayor or a councillor, and for greater certainty includes the deputy mayor. (*membre du conseil*);

“**Staff**” means the officers and employees of the City. (*personnel*)

### **Interpretation**

**3** Rules for interpretation of the language used in this By-law are contained in the lettered paragraphs as follows:

- (a) The captions, article and section names and numbers appearing in this By-law are for convenience of reference only and have no effect on its interpretation;
- (b) This By-law is to be read with all changes of gender or number required by the context;
- (c) Each reference to legislation in this By-law is printed in Italic font. The reference is intended to include all applicable amendments to the legislation, including successor legislation. Where this By-law references other by-laws of the City, the term is intended to include all applicable amendments to those by-laws, including successor by-laws;
- (d) The requirements of this By-law are in addition to any requirements contained in any other applicable by-laws of the City or applicable provincial or federal statutes or regulations;
- (e) If any section, subsection, part or parts or provision of this By-law, is for any reason declared by a court or tribunal of competent

« **enquêteur** » signifie un enquêteur externe embauché par le greffier de la municipalité, au nom du conseil, pour enquêter une plainte conformément au paragraphe 14(11) du présent arrêté. (*Investigator*)

“**Rapport d’enquête**” signifie un rapport préparé par un enquêteur conformément au paragraphe 14(14) du présent arrêté. (*Investigative Report*)

« **membre du conseil** » désigne le maire ou tout conseiller et inclut le maire suppléant. (*Member of Council*)

« **personnel** » désigne les fonctionnaires et les employés de la municipalité. (*Staff*)

### **Interprétation**

**3** Les règles d’interprétation suivantes s’appliquent au présent Arrêté :

- (a) Les titres, intertitres et numéros des dispositions ne servent qu’à faciliter la consultation de l’Arrêté et ne doivent pas servir à son interprétation;
- (b) Le genre ou le nombre grammaticaux doivent être adaptés au contexte;
- (c) Les renvois législatifs paraissent en italique. Le renvoi à une loi vise également les modifications qui s’y appliquent, y compris toute législation de remplacement. Les renvois à d’autres arrêtés de la municipalité visent également les modifications qui s’y appliquent, y compris tout arrêté de remplacement;
- (d) Les obligations qu’il crée s’ajoutent à celles découlant d’autres arrêtés applicables de la municipalité ou des lois ou règlements fédéraux ou provinciaux applicables;
- (e) Si une disposition quelconque est déclarée invalide par un tribunal compétent pour quelque motif que ce

jurisdiction to be invalid, the ruling shall not affect the validity of the By-law as a whole, nor any other part of it;

- (f) The Schedules attached to this By-law are included in and shall be considered part of this By-law;
- (g) Where the time limited for the doing of anything pursuant to this By-law, expires or falls upon a Holiday, the time so limited shall extend to, and the act or thing may be done on, the day first following that is not a Holiday;
- (h) Where a period of time dating from a specified day, act, or event is prescribed or allowed for any purpose pursuant to this By-law, the time shall be reckoned exclusively of such day or of the day of such act or event.

## Part 1 – Code of Conduct

### Application

**4** This *Code of Conduct By-law* applies to all Members of Council.

### Values of Members of Council

**5(1)** Members of Council recognize that the people of Saint John expect the highest standards of ethical conduct from their elected officials and that the public interest is best served when Members of Council perform their functions of office and manage their private interests in accordance with the values and requirements of this By-law.

**5(2)** The values to which the Members of Council shall adhere include:

- (a) **Honesty**  
Members of Council shall be truthful and open in their roles as Members of Council and as residents of the City they serve;

soit, la décision n'entache en rien la validité de l'arrêté dans son ensemble ni de toute autre disposition; et

- (f) Les annexes jointes au présent arrêté sont incluses et doivent être considérées comme faisant partie du présent arrêté.
- (g) lorsque le délai fixé pour accomplir quoi que ce soit qui est prescrit en application de ses dispositions expire ou tombe un jour férié, ce délai est prolongé jusqu'au jour non férié suivant, et cet acte ou cette chose peut être fait ce jour-là;
- (h) lorsqu'un délai est fixé ou accordé pour un objet quelconque et qu'il est calculé à compter d'un jour, acte ou événement particulier, le délai ne comprend pas ce jour ou celui de cet acte ou de cet événement.

## Partie 1 – Code de déontologie

### Application

**4** Le présent *Arrêté relatif au code de déontologie* s'applique à tous les membres du conseil.

### Valeurs des membres du conseil

**5(1)** Les membres du conseil reconnaissent que les habitants de Saint John s'attendent à ce que leurs représentants élus respectent les normes de conduite éthique les plus élevées et que l'intérêt public est mieux servi lorsque les membres du conseil s'acquittent de leurs fonctions et gèrent leurs intérêts privés conformément aux valeurs et aux obligations du présent arrêté.

**5(2)** Les valeurs auxquelles les membres du conseil doivent adhérer incluent:

- (a) **Honnêteté**  
Les membres du conseil sont sincères et transparents dans leur rôle comme membres du conseil et comme

(b) **Respect**

Members of Council shall treat every person, including other Members of Council, Staff, volunteers or individuals providing services on a contract for service, and the public with dignity, understanding, and respect and show regard for the rights, diversity, health, and safety of all;

(c) **Transparency and Accountability**

Members of Council shall endeavor to conduct and convey Council business and all their duties in an open and transparent manner, other than those discussions that are authorized by law to be dealt with in a confidential manner in closed session, so that stakeholders can view the process and rationale used to reach decisions and the reasons for taking certain actions;

(d) **Confidentiality**

Members of Council shall not disclose or release any confidential information acquired by virtue of their office, except when required or authorized by law to do so;

(e) **Integrity**

Members of Council shall not take advantage of or obtain private benefit from information that is obtained in the course of, or as a result of, their official duties or position that is not in the public domain;

(f) **Leadership and the Public Interest**

Members of Council shall serve their constituents in a conscientious and diligent manner and act in the best interests of the City. Members of Council are expected to perform their duties in a manner that will bear close public scrutiny and shall not provide the potential or opportunity for personal benefit, wrongdoing, or unethical conduct;

résidents de la municipalité qu'ils servent;

(b) **Respect**

Les membres du conseil traitent toute personne, incluant les autres membres du conseil, personnel, les bénévoles ou les personnes fournissant des services dans le cadre d'un contrat de service, et le public avec dignité, compréhension et respect, et respectent les droits, la diversité, la santé, et la sécurité de tous;

(c) **Transparence et imputabilité**

Les membres du conseil doivent s'efforcer de mener les affaires du conseil et toutes leurs fonctions d'une manière ouverte et transparente, sauf ces discussions qui peuvent être tenues de manière confidentielle à huis clos selon la loi, afin que les parties prenantes puissent comprendre le processus suivi et les motifs utilisés pour prendre une décision et les raisons pour agir d'une certaine façon;

(d) **Confidentialité**

Les membres du conseil ne divulguent pas ni ne diffusent toute information confidentielle acquise dans le cadre de leurs fonctions sauf lorsque requis par la loi;

(e) **Intégrité**

Les membres du conseil ne devraient pas tirer parti ou tirer personnellement profit de l'information qui n'est pas du domaine public qui est obtenue dans le cours ou du fait de leurs tâches officielles ou de leur poste;

(f) **Leadership et intérêt public**

Les membres du conseil servent leurs électeurs d'une manière consciencieuse et avec diligence et agissent dans l'intérêt supérieur de la municipalité. On s'attend à ce que les membres du conseil s'acquittent de leurs tâches d'une manière qui puisse soutenir un examen rigoureux du public

et ne donnent pas lieu à des avantages personnels réels ou perçus, des actes répréhensibles ou un comportement contraire à l'éthique;

**(g) Responsibility**

Members of Council shall act responsibly and in accordance with the Acts of the Parliament of Canada and the Legislature of New Brunswick, including the *Local Governance Act*. This duty includes disclosing actual or potential conflicts of interest, either financial or otherwise, relating to their responsibilities as Members of Council. Each Member of Council is individually responsible for preventing and reporting potential and actual conflicts of interest;

**(g) Responsabilité**

Les membres du conseil agissent d'une manière responsable et conformément aux lois du Parlement du Canada et de la Législature du Nouveau-Brunswick dont la *Loi sur la gouvernance locale*. Cette obligation inclut la divulgation de conflits d'intérêts actuels ou potentiels, qu'ils soient financiers ou autrement liés à leurs responsabilités comme membres du conseil. Chaque membre du conseil est responsable individuellement de prévenir et de signaler les conflits d'intérêts potentiels et actuels;

**(h) Objectivity**

Members of Council shall exercise independent judgment and base their decisions on relevant facts, applicable laws, and the best interests of the City. Members of Council shall avoid being influenced by personal relationships, bias, or irrelevant considerations; and

**(h) Objectivité**

Les membres du conseil exercent un jugement indépendant et fondent leurs décisions sur les faits pertinents, le droit applicable et le meilleur intérêt de la municipalité. Les membres du conseil évitent d'être influencés par des relations personnelles, des biais ou des considérations qui ne sont pas pertinentes; et

**(i) Impartiality**

Members of Council shall be impartial and approach all decisions with an open mind. Members of Council shall consider all points of view in a fair and balanced manner and shall conduct themselves in a way that promotes confidence in the integrity of Council's decision-making processes.

**(i) Impartialité**

Les membres du conseil se montrent impartial et abordent toutes les décisions avec un esprit ouvert. Les membres du conseil considèrent tous les points de vue de manière juste et équilibrée et se comportent de manière à promouvoir la confiance dans l'intégrité des décisions du conseil.

**Behaviour of Members of Council**

**6(1)** Members of Council shall conduct themselves in a professional manner, with dignity, and make every effort to participate diligently in the meetings of Council, committees of Council, and other bodies to which they are appointed.

**Comportement des membres du conseil**

**6(1)** Les membres du conseil se comportent de manière professionnelle, avec dignité, et font tout en leur possible pour participer avec diligence aux réunions du conseil, aux comités du conseil et autres instances auxquels ils sont nommés.

**6(2)** Members of Council shall perform their official duties in accordance with the following general principles:

- (a) Be honest and open with Members of Council, Staff, and members of the public;
- (b) Make decisions that are in the best interest of the City as a whole;
- (c) Make decisions based on careful and objective consideration and review of the facts;
- (d) Ensure that objectivity, impartiality, and transparency are emphasized in decision-making;
- (e) Be accountable for the decisions made by Council;
- (f) Demonstrate a high level of integrity and professionalism when representing the City and in dealing with members of the broader community; and
- (g) Be familiar with, and perform official duties in compliance with, relevant federal and provincial laws, as well as City by-laws, policies, and procedures, including, without limitation, the *Right to Information and Protection of Privacy Act*.

**6(3)** Members of Council shall at all times serve and be seen to serve their constituents in a conscientious and diligent manner.

**6(4)** Members of Council shall conduct their dealings with each other in a way that maintains public confidence in the office to which they have been elected, are open and honest, focus on issues rather than personalities, and avoid aggressive, offensive, or abusive conduct.

**6(2)** Les membres du conseil s'acquittent de leurs fonctions officielles conformément aux principes généraux suivants :

- (a) En étant honnêtes et ouverts avec les membres du conseil, le personnel, et les membres du public;
- (b) En prenant des décisions dans l'intérêt supérieur de la municipalité en général;
- (c) En prenant des décisions fondées sur un examen attentif et objectif des faits.
- (d) En assurant que l'objectivité, l'impartialité et la transparence sont mises en valeur lors du processus décisionnel;
- (e) En étant responsables des décisions prises par le conseil;
- (f) En démontrant un haut niveau d'intégrité et de professionnalisme lorsqu'ils représentent la municipalité et lorsqu'ils font affaire avec les membres de la communauté en général; et
- (g) En s'assurant que toutes les tâches sont accomplies en respectant les lois fédérales et provinciales, ainsi que les arrêtés, les politiques et les procédures adoptées par la municipalité, y inclut la *Loi sur le droit à l'information et la protection à la vie privée*.

**6(3)** En tout temps, les membres du conseil servent et sont considérés comme servant leurs électeurs d'une manière consciencieuse et avec diligence.

**6(4)** Lors d'échanges entre eux, les membres du conseil se comportent d'une manière qui maintient la confiance du public dans la fonction pour laquelle ils ont été élus, ils sont ouverts et honnêtes, se concentrent sur les enjeux plutôt que les personnalités, et ils évitent un comportement agressif, offensif. ou abusif.

**6(5)** Members of Council shall treat members of the public, other Members of Council, Staff or individuals providing services on a casual or contractual basis with dignity, understanding, and respect.

**6(6)** Members of Council shall promote the governance framework that underpins the authority and work of Council to ensure their work environment is free from discrimination, bullying or intimidation, offensive, abusive, and/or derogatory language, and harassment, including sexual harassment, and that they are in compliance with applicable law and the City's policies and procedures, where applicable.

**6(7)** Without limiting the generality of the foregoing, Members of Council shall not:

- (a) Use their position for any purpose other than the exercise of their official duties;
- (b) Make inappropriate comments or gestures to or about an individual where such conduct is known or ought reasonably to be known to be offensive to the person to whom they are directed;
- (c) Display materials or transmit communications that are inappropriate, offensive, insulting or derogatory;
- (d) Make threats or engage in any abusive activity or course of conduct toward others, including bullying;
- (e) Engage in persistent or excessive criticism and/or scrutiny of Staff or falsely or maliciously harm their reputation;
- (f) Vandalize the personal property of others;
- (g) Commit assault of any kind, including making unwanted physical contact, including touching, patting or pinching; and

**6(5)** Les membres du conseil traitent les citoyens, les autres membres du conseil, le personnel ou les individus qui offrent des services sur une base occasionnelle ou contractuelle avec dignité, en faisant preuve de compréhension. et avec respect.

**6(6)** Les membres du conseil font la promotion du cadre de gouvernance qui sous-tend l'autorité et le travail du conseil pour garantir que leur environnement de travail est exempt de discrimination, d'agression ou d'intimidation, de langage offensant, abusif ou dégradant et de harcèlement, y compris le harcèlement sexuel, et qu'ils respectent les lois applicables et les politiques et procédures de la municipalité, le cas échéant.

**6(7)** Sans limiter la portée générale de ce qui précède, les membres du conseil :

- a) n'utilisent pas leur position à d'autres fins que l'exercice de leurs fonctions officielles;
- b) Ne font pas de commentaires ou de gestes inappropriés à un individu ou à l'égard de celui-ci, alors qu'on sait ou qu'on devrait savoir qu'un tel comportement est offensant pour la personne visée;
- c) Ne montrent pas de matériel ou ne transmettent pas de messages qui sont inappropriés, offensants, insultants ou dégradants;
- d) Ne font pas de menaces ou ne se livrent pas à aucune activité ou n'adoptent pas une attitude abusive envers les autres, y compris l'intimidation;
- e) Ne se livrent pas à des critiques persistantes ou excessives et/ou à un examen minutieux du personnel ou ne portent pas atteinte à leur réputation de manière fautive ou malveillante;

(h) Converse, interact, or act, or, as applicable, refuse to do any of the foregoing, in a manner contrary to the *Human Rights Act*.

f) Ne vandalisent pas la propriété d'autrui;

g) Ne commettent pas d'agression d'aucun type, incluant les contacts physiques non désirés, comme toucher, caresser ou pincer; et

h) Ne conversent pas, n'interagissent pas, ou ne se comportent pas, ou, le cas échéant, refusent de faire ce qui précède, d'une manière contraire à la *Loi sur les droits de la personne*.

**6(8)** Members of Council shall endeavor to resolve interpersonal disputes with other Members of Council using best efforts in good faith.

**6(8)** Les membres du conseil s'efforcent de résoudre les conflits interpersonnels avec les autres membres du conseil en faisant de leur mieux et en toute bonne foi.

**6(9)** Members of Council have a positive duty to inform any person who inquires as to the existence of the complaint procedure set out in Part 2 of this By-law.

**6(9)** Les membres du conseil ont l'obligation positive d'informer toute personne qui s'enquiert de l'existence de la procédure de plainte décrite dans la partie 2 du présent arrêté.

**6(10)** A Member of Council shall not undertake any act of reprisal or threaten reprisal against a Complainant, or any person who has given evidence or assisted in any way in respect of the Complaint process.

**6(10)** Aucun membre du conseil ne doit entreprendre aucun acte de représailles contre, ni menacer de représailles, un plaignant ou toute personne ayant témoigné ou aidé de quelque manière que ce soit dans le cadre du processus de plainte.

### **Conflicts of Interest**

### **Conflits d'intérêts**

**7(1)** Members of Council shall be familiar and comply with the Conflict of Interest provisions set out in Part 8 of the *Local Governance Act*.

**7(1)** Les membres du conseil connaissent et respectent les dispositions relatives au conflit d'intérêts énoncées dans la partie 8 de la *Loi sur la gouvernance locale*.

**7(2)** Members of Council are to be free from undue influence and not, directly or indirectly, act, or appear to act, in order to gain financial or other benefits for themselves, their family, their friends, their associates, their business or otherwise.

**7(2)** Les membres du conseil doivent être libres de toute influence indue et ne doivent pas, directement ou indirectement, agir ou paraître agir de manière à obtenir un bénéfice financier ou tout autre avantage, pour eux, leur famille, leurs amis, leurs associés, leur entreprise ou autrement;

**7(3)** It is the individual responsibility of each Member of Council to seek independent legal advice, at the Member's sole expense, with respect to any situation

**7(3)** Chaque membre du conseil est personnellement responsable d'obtenir un avis légal indépendant, à ses propres frais,

that may result in a pecuniary or other conflict of interest.

### **Roles and Responsibilities**

**8(1)** Decision-making authority lies with Council as a whole, and not with any individual Member of Council alone.

**8(2)** Members of Council shall accurately and professionally communicate the decisions of Council, even if they disagree with Council's decision, such that respect for the decision-making process of Council is fostered.

**8(3)** Members of Council shall ensure they:

- (a) Focus on their governance role of providing leadership for the community in an open, accountable, and transparent manner, establishing strategic direction and providing oversight of the City;
- (b) Respect the role of Staff, which is to provide administration of the City, provide advice, analysis, and recommendations that reflect their professional expertise, implement Council decisions, and carry out their responsibilities as required under the *Local Governance Act*, and any other relevant federal and/or provincial legislation, regulations, or by-laws of the City;
- (c) Respect that Staff, as members of the public service, must be able to carry out their roles in a way that is, and is perceived as being, politically impartial;
- (d) Respect the role of Council and Committees of Council and recognize that, as a whole, Council is the decision-making body for the City; and

concernant toute situation qui pourrait se solder par un intérêt pécuniaire ou autre type de conflit d'intérêts.

### **Les rôles et responsabilités**

**8(1)** Le pouvoir décisionnel revient au conseil dans son ensemble et non pas à aucun membre du conseil individuellement.

**8(2)** Les membres du conseil communiquent avec précision et professionnalisme les décisions du conseil, même s'ils sont en désaccord avec celles-ci, et ce, afin que le respect du processus décisionnel du conseil soit favorisé.

**8(3)** Les membres du conseil s'assurent :

- (a) Qu'ils se concentrent sur leur rôle de gouvernance de faire preuve de leadership pour la communauté, d'une manière ouverte, responsable, et transparente, en établissant une direction stratégique et en exerçant un rôle de surveillance de la municipalité;
- (b) Qu'ils respectent le rôle du personnel qui est de veiller à l'administration de la municipalité, d'offrir des conseils et des analyses, et des recommandations qui reflètent leur expertise professionnelle, de mettre en œuvre les décisions du conseil et de s'acquitter de leurs responsabilités comme l'exige la *Loi sur la gouvernance locale*, et toute autre législation fédérale ou provinciale, règlement ou arrêté de la municipalité;
- (c) Qu'ils respectent le fait que le personnel, en tant que membres de la fonction publique, doit pouvoir exercer ses fonctions de manière à être, et être perçu comme étant, politiquement impartial;
- (d) Qu'ils respectent le rôle du conseil et des comités du conseil, et reconnaissent que, dans son

ensemble, le conseil est l'organe décisionnel de la municipalité; et

(e) Respect that Council as a whole has the authority to approve budgets, and policy statements, including structures and procedures for committees. Authority to act on behalf of Council, including through a committee, can only be delegated by Council.

(e) Qu'ils respectent que le conseil dans son ensemble a l'autorité d'approuver le budget et des énoncés de politique, incluant les structures et les procédures associées aux comités. Seul le conseil peut déléguer l'autorité d'agir en son nom, y compris par le biais d'un comité.

**8(4)** No single Member of Council, including the Mayor, has the authority to direct Staff, approve budgets, policy, committee processes, and other matters, unless specifically authorized by Council.

**8(4)** Aucun membre du conseil individuellement, incluant le maire, n'a l'autorité de donner des directives au personnel, d'approuver le budget, une politique, des processus d'un comité et d'autres affaires, à moins d'être spécifiquement autorisé par le conseil.

**8(5)** No Member of Council shall, unless authorized by Council, attempt to bind The City of Saint John or give direction to Staff, agents, contractors, consultants, or other service providers or prospective vendors to the City.

**8(5)** Aucun membre du conseil ne tente de lier The City of Saint John ou de donner des directives au personnel, aux agents, aux entrepreneurs, aux consultants, ou aux autres fournisseurs de services ou vendeurs potentiels de la municipalité, à moins d'être autorisé par le conseil.

### **Gifts and Benefits**

### **Cadeaux et avantages**

**9(1)** In accordance with Subsections 96 (a) and (b) of the *Local Governance Act*, a Member of Council shall not:

**9(1)** Conformément aux paragraphes 96 a) et b) de la *Loi sur la gouvernance locale*, un membre du conseil :

(a) Accept any fees, gifts, gratuities, or other benefit that could reasonably be seen to influence any decision made by them in the carrying out of their function as a Member of Council; or

a) N'accepte aucun honoraire, cadeau, don en argent, ou autre avantage qui pourrait raisonnablement être considéré comme exerçant une influence sur toute décision qu'il ou qu'elle prend comme membre du conseil dans l'exercice de ses fonctions; ou

(b) For their personal gain, or for the personal gain of a family associate, make use of their position or of any information that is obtained in their position and is not available to the public.

b) N'utilise pas son poste ou toute information obtenue dans le cadre de son poste qui n'est pas mise à la disposition du public, pour son avantage personnel ou pour celui d'un membre de sa proche famille.

**9(2)** Members of Council are not precluded from accepting:

**9(2)** Les membres du conseil ne sont pas empêchés d'accepter :

- |   |   |
|---|---|
| <p>(a) Compensation or benefits authorized by Council;</p> <p>(b) Rewards, gifts, or benefits not connected directly or indirectly with the performance or duties of the office;</p> <p>(c) Services provided without compensation by persons volunteering their time;</p> <p>(d) Food, lodging, transportation, and entertainment provided by other levels of government or by other local governments, boards, and commissions;</p> <p>(e) Reasonable quantities of food and beverages consumed at banquets, receptions, ceremonies, and similar events;</p> <p>(f) Token gifts such as souvenirs and commemorative gifts that are given in recognition of service for attending an event; and</p> <p>(g) Gifts received as an incident of protocol or social obligation that normally and reasonably accompany the responsibility of office.</p> | <p>(a) Une rémunération ou un avantage autorisé par le conseil;</p> <p>(b) Des récompenses, cadeaux ou avantages qui ne sont pas directement ou indirectement liés à leurs fonctions;</p> <p>(c) Les services fournis sans rémunération par des personnes qui donnent de leur temps;</p> <p>(d) De la nourriture, de l'hébergement, du transport, ou du divertissement offert par d'autres niveaux de gouvernement ou par d'autres gouvernements locaux, conseils d'administration et commissions.</p> <p>(e) Des quantités raisonnables de nourriture et de boissons consommées lors de banquets, réceptions, cérémonies et autres événements similaires;</p> <p>(f) Des cadeaux symboliques comme des souvenirs et des cadeaux commémoratifs qui sont donnés en guise de remerciement pour avoir participé à un événement; et</p> <p>(g) Des cadeaux reçus dans le cadre normal et raisonnable du protocole ou d'une obligation sociale liée à leurs fonctions.</p> |
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**Appropriate Use of City Property, Resources, and Services by Members of Council**

**10(1)** No Member of Council shall make use of, or permit the use of, any City property (including land, facilities, equipment, supplies, etc.), Staff, services, or other resources (computers, networks, websites, social media, etc.) (collectively "**Resources**") other than for carrying out the business of the City.

**Utilisation par les membres du conseil des biens, ressources, et services de la municipalité**

**10(1)** Aucun membre du conseil n'utilise ou ne permet l'utilisation de toute propriété de la municipalité (y compris terrain, installations, équipement, matériel, etc.), du personnel, des services ou d'autres ressources (ordinateurs, réseaux, sites Web, médias sociaux, etc.) (collectivement « **ressources** ») à des fins autres que pour mener les affaires de la municipalité.

**10(2)** No Member of Council shall use City Resources in a manner which is inappropriate, including:

- (a) For purposes which are unreasonable or other than intended;
- (b) For their personal gain; or
- (c) For any election campaign or campaign-related activities, including in support of a candidate, party, or issue in a municipal, provincial, or federal election.

**10(3)** Members of Council shall avoid waste and extravagance in the provision or use of the City's Resources.

#### **Use of Communication Tools, Social Media, and Freedom of Speech**

**11(1)** Members of Council shall use communication tools, such as newsletters, websites, and social media in a responsible and respectful manner.

**11(2)** Members of Council must not claim to speak on behalf of Council unless authorized to do so.

**11(3)** Unless Council directs otherwise, the Mayor is Council's official spokesperson and in the absence of the Mayor, it is the Deputy Mayor. All inquiries from the media regarding the official Council position on an issue shall be referred to Council's official spokesperson.

**11(4)** A Member of Council who is authorized to act as Council's official spokesperson must ensure that their comments accurately reflect the official position and will of Council as a whole, even if the Member of Council personally disagrees with Council's position.

**10(2)** Aucun membre du conseil n'utilise les ressources de la municipalité de façon inappropriée, y compris :

- (a) à des fins déraisonnables ou autres que celles prévues;
- (b) pour leur profit personnel; ou
- (c) pour toute campagne électorale ou activités liées à une campagne, y compris en soutien à un candidat, un parti ou une question lors d'une élection locale, provinciale ou fédérale.

**10(3)** Les membres du conseil évitent le gaspillage et les extravagances dans la fourniture ou l'utilisation de ressources de la municipalité.

#### **Utilisation des outils de communication, des médias sociaux, et la liberté de parole**

**11(1)** Les membres du conseil utilisent les outils de communication, comme les bulletins d'information, les sites Web, et les médias sociaux d'une manière responsable et respectueuse.

**11(2)** Les membres du conseil ne peuvent prétendre parler au nom du conseil à moins d'en être autorisés.

**11(3)** À moins que le conseil décide autrement, le maire est le porte-parole officiel du conseil et en l'absence du maire, cela revient au maire suppléant. Toutes les demandes des médias concernant la position du conseil sur un enjeu sont transmises au porte-parole officiel du conseil.

**11(4)** Un membre du conseil qui est autorisé à agir comme porte-parole officiel du conseil doit s'assurer que ses commentaires reflètent exactement la position officielle et la volonté du conseil dans son ensemble, et ce, même si le membre du conseil est personnellement en désaccord avec la position du conseil.

**11(5)** Members of Council must keep in mind they are always representative of The City of Saint John, including when engaging in social media activities, and Members of Council must identify when views expressed are theirs alone and not official City of Saint John communication.

**11(5)** Les membres du conseil doivent garder à l'esprit qu'ils sont toujours des représentants de The City of Saint John, y compris lorsqu'ils participent à des activités liées aux médias sociaux, et lorsque des points de vue sont exprimés, les membres du conseil doivent spécifier que ce sont les leurs et non pas une communication officielle de The City of Saint John.

**11(6)** Members of Council shall not use communication tools or social media to engage in criticism or make defamatory statements about other Members of Council, Staff or a member of the public. Members of Council shall demonstrate respect and courtesy in all communications with constituents, regardless of political affiliation.

**11(6)** Les membres du conseil n'utilisent pas les outils de communication ou les médias sociaux pour critiquer d'autres membres du conseil, le personnel ou le grand public. Les membres du conseil font preuve de respect et de courtoisie dans toutes les communications avec les électeurs, quelle que soit leur affiliation politique.

**11(7)** Members of Council shall not engage in or encourage bullying or shaming of any other social media users and shall comply with all other elements of the City's Social Media Policy. These types of interactions on social media misplace the focus of interaction on attacking individuals rather than engaging in constructive discussion or debate. This manner of communication is inconsistent with the By-law and unbecoming of the office that Members of Council hold.

**11(7)** Les membres du conseil n'intimident pas, n'injurient pas ou n'humilient pas d'autres utilisateurs de médias sociaux ni n'encouragent de telles actions et se conforment à la politique de The City en matière de médias sociaux. Ce genre d'interactions dans les médias sociaux déplace l'objectif d'interagir en attaquant des individus plutôt qu'en favorisant une discussion constructive ou un débat constructif. Cette façon de communiquer est incompatible avec le présent arrêté et entache la dignité des fonctions qu'exercent les membres du conseil.

**11(8)** No Member of Council shall make a statement that they know, or reasonably ought to know:

**11(8)** Aucun membre du conseil ne fait de déclaration lorsqu' il sait, ou devrait raisonnablement savoir:

- (a) is false or misleading with respect to a material fact, or that omits a material fact, the omission of which makes that statement false or misleading, or
- (b) that is defamatory to a Member of Council, Staff, or a member of the public.

- a) que celle-ci est fausse ou fallacieuse relativement à un fait matériel, ou qui omet un fait matériel, dont l'omission rend cette déclaration fausse ou trompeuse, ou
- b) qui est diffamatoire envers un membre du conseil, le personnel ou un membre du grand public.

### **Conduct at Meetings**

### **Comportement lors des réunions**

**12(1)** Members of Council shall conduct themselves in accordance with the provisions set out in the City's

**12(1)** Les membres du conseil se comportent conformément aux dispositions énoncées

*Procedural By-law*, in particular Section 13 Rules of Conduct.

**12(2)** Members of Council may not impugn or malign a debate or decision or otherwise erode the authority of Council. Members of Council have the right to express disagreement with positions put forward by other Members of Council or by Staff provided such disagreement remains focused on the issue. Once Council has adopted a resolution, Members of Council are expected to support the resolution and the work associated with carrying out this resolution.

**12(3)** Members of Council shall respect the Chair, other Members of Council, Staff, and members of the public present during Council meetings or other proceedings of the City. Meetings shall provide an environment for transparent, healthy, and respectful debate on matters requiring decision-making.

### **Handling of Confidential Information**

**13(1)** Members of Council shall not disclose or release to a third party any confidential information of which the Member of Council becomes aware in the exercise of their duties, including confidential information concerning:

- (a) the property, personnel, or legal affairs of the City,
- (b) a member of Council, City Staff, or a member of the public, including personal information.

**13(2)** Members of Council shall keep confidential those matters that are discussed in a meeting that is authorized under the *Local Governance Act* to be closed to the public.

**13(3)** Members of Council shall not use confidential information, including information they might have

dans l'*Arrêté sur les procédures* de The City, particulièrement l'article 13 Règles de procédures.

**12(2)** Les membres du conseil ne contestent pas ou ne dénigrent pas un débat ou une décision ni ne mine l'autorité du conseil. Les membres du conseil ont le droit d'exprimer leur désaccord avec les positions présentées par d'autres membres du conseil ou par le personnel à condition que le désaccord demeure concentré sur la question. Une fois que le conseil a adopté une résolution, on s'attend à ce que les membres du conseil appuient la résolution et le travail associé à l'application de cette résolution.

**12(3)** Les membres du conseil respectent le président, les autres membres du conseil, le personnel et les membres du public présents lors des réunions du conseil ou d'autres procédures de la municipalité. Les réunions fournissent un environnement pour un débat transparent, sain et respectueux sur les questions nécessitant une prise de décision.

### **Traitement d'informations confidentielles**

**13(1)** Les membres du conseil ne divulguent pas et ne diffusent pas à une tierce partie de l'information confidentielle dont ils ont pris connaissance dans l'exercice de leurs fonctions, y compris de l'information confidentielle concernant:

- a) la propriété, le personnel ou les affaires juridiques de la municipalité,
- b) un membre du conseil, le personnel de la municipalité ou un membre du grand public, incluant de l'information personnelle.

**13(2)** Les membres du conseil gardent confidentielles les questions qui sont traitées dans une réunion qui peut être tenue à huis clos en vertu de la *Loi sur la gouvernance locale*.

**13(3)** Les membres du conseil n'utilisent pas d'informations confidentielles, y compris

knowledge of by virtue of their position that is not in the public domain, including emails or correspondence from other Members of Council or third parties, for personal or private gain, or for the gain of relatives or any person or corporation or cause that is detrimental to the City, a local board, or others.

**13(4)** The obligations identified in this Section 13 constitute continuing obligations that apply following service on Council by any Members of Council.

## **Part 2 – Complaints Procedure**

### **Complaints**

#### General

**14(1)** Any person who has identified or witnessed behavior or activity by a Member of Council that the person reasonably believes, in good faith, has breached Part 1 of this By-law may file a Complaint with the City Clerk in accordance with the procedure set out herein.

**14(2)** The City shall ensure the process set out in Part 2 of this By-law is administered in a fair and impartial manner, and in accordance with applicable law, including the principles of procedural fairness and natural justice.

**14(3)** A Complainant or Affected Member may, at their own cost and expense, be represented by legal counsel in the Complaint process.

**14(4)** Notwithstanding anything to the contrary set out herein, no Complaint shall be filed more than twelve (12) months from the day on which the alleged breach of this By-law occurred.

l'information qu'ils pourraient connaître en raison de leur fonction, qui n'est pas du domaine public, y compris les courriels ou la correspondance provenant d'autres membres du conseil, ou de tierces parties, pour un avantage personnel ou privé, ou pour l'avantage d'un membre de leur famille ou de toute personne, société ou cause qui pourrait nuire à la municipalité, une commission locale ou autres.

**13(4)** Les obligations indiquées à au présent article 13 constituent des obligations continues qui sont applicables après qu'un membre du conseil ait servi au conseil.

## **Partie 2 – Procédure de plainte**

### **Plaintes**

#### Dispositions générales

**14(1)** Toute personne qui a décelé ou observé un comportement ou une activité d'un membre du conseil qu'elle croit raisonnablement et de bonne foi contraire à la Partie 1 du présent arrêté peut déposer une plainte auprès du greffier conformément à la procédure énoncée au présent arrêté.

**14(2)** La municipalité s'assure que la procédure établie à la Partie 2 du présent arrêté est administrée de manière équitable et impartiale et conformément au droit applicable, y compris aux principes d'équité procédurale et de justice naturelle.

**14(3)** Un plaignant ou un membre concerné peut, à ses propres frais, se faire représenter par un avocat dans le cadre de la procédure de plainte.

**14(4)** Nonobstant toute disposition contraire du présent arrêté, aucune plainte ne sera déposée après douze (12) mois à compter du jour où la violation présumée du présent arrêté s'est produite.

### Complaint Requirements

**14(5)** A Complaint shall be made using the complaint form attached as Schedule “A”, shall be dated and signed by the Complainant, and at minimum:

- (a) Name the Affected Member to whom the Complaint relates;
- (b) Identify the sections of Part 1 of the By-law the Complainant believes have been breached;
- (c) Provide the date of the alleged breach;
- (d) Provide a summary of facts and an explanation as to why they believe there has been a breach of the By-law;
- (e) Identify the names and contact information for any witnesses to the alleged breach;
- (f) Provide any evidence or material in support of the alleged breach; and
- (g) Acknowledge that the form and supporting documentation will be shared with the Affected Member.

**14(6)** A document which fails to conform to the requirements of subsection (5):

- (a) is not a valid Complaint; and
- (b) shall be rejected by the City Clerk, who shall promptly notify the person who filed the document, in writing, of the reasons for rejecting same.

### Initial Review

**14(7)** Within seven (7) days of the Filing Date, the City Clerk shall provide, in writing:

- (a) an acknowledgement of receipt to the Complainant; and

### Exigences en matière de plaintes

**14(5)** Toute plainte doit être faite en utilisant le formulaire de plainte prévu à l'Annexe « A », être datée et signée par le plaignant, et doit au minimum :

- a) indiquer le nom du membre du conseil concerné par la plainte;
- b) indiquer les articles de la Partie 1 du présent arrêté qui, selon le plaignant, ont été enfreints;
- c) indiquer la date de la violation alléguée;
- d) fournir les faits et une explication des raisons pour lesquelles il peut y avoir une violation de l'arrêté;
- e) indiquer les noms et coordonnées des témoins de la violation alléguée;
- f) contenir toute preuve ou tout matériel à l'appui de la violation alléguée; et
- g) reconnaître que le formulaire de plainte et les pièces justificatives seront partagés avec le membre concerné.

**14(6)** Un document qui ne se conforme pas aux exigences du paragraphe (5) :

- a) ne constitue pas une plainte valide; et
- b) est rejeté par le greffier de la municipalité qui avise par écrit sans délai la personne qui l'a déposé des raisons du rejet.

### Examen initial

**14(7)** Dans les sept (7) jours suivant la date de dépôt, le greffier de la municipalité fournit par écrit :

- a) un accusé de réception au plaignant; et

(b) a notice to the Affected Member.

b) un avis au membre concerné.

**14(8)** Within fourteen (14) days of the Filing Date, the City Clerk shall review the Complaint and determine whether:

**14(8)** Le greffier de la municipalité examine la plainte dans les quatorze (14) jours suivant la date de dépôt et détermine si:

(a) the Complaint must be summarily dismissed under subsection (9); or

a) la plainte doit être rejetée sommairement en vertu du paragraphe (9); ou

(b) the Complaint must proceed to an investigation pursuant to subsection (11);

b) la plainte doit faire l'objet d'une enquête conformément au paragraphe (11);

and provide notice of same in accordance with subsection (10) or paragraph (14)(b), as applicable.

et fournit un avis de sa détermination conformément au paragraphe (10) ou à l'alinéa (14) b), le cas échéant.

#### Summary Dismissal

#### Rejet sommaire de la plainte

**14(9)** The City Clerk shall summarily dismiss any Complaint where, upon review, they are of the opinion that the Complaint:

**14(9)** Le greffier de la municipalité rejette sommairement toute plainte s'il estime, après examen, que celle-ci :

(a) is frivolous or vexatious;

a) est frivole ou vexatoire; ou

(b) has been filed after the time period set out at subsection (4) has expired; or

b) a été déposée après l'expiration du délai prévu au paragraphe (4); ou

(c) the Complaint must be dismissed pursuant to paragraphs 16(2)(b) or 16(3)(b).

c) la plainte doit être rejetée conformément aux l'alinéas 16(2)b) ou 16(3)b).

**14(10)** Where the City Clerk must summarily dismiss a Complaint pursuant to subsection (9), they shall advise the Complainant and the Affected Member in writing of their determination, with reasons, within one (1) month of the Filing Date.

**14(10)** Lorsque le greffier rejette sommairement une plainte conformément au paragraphe (9), il doit aviser par écrit le plaignant et le membre concerné de sa décision et des motifs de sa décision dans un délai d'un mois à compter de la date de dépôt.

#### Investigation

#### Enquête

**14(11)** Where the City Clerk determines a Complaint should not be summarily dismissed:

**14(11)** Lorsque le greffier de la municipalité détermine qu'une plainte ne doit pas être rejetée sommairement :

- (a) the Complaint shall be referred, by the City Clerk on behalf of Council, to an Investigator; and
- (b) the City Clerk shall, within twenty-one (21) days of the Filing Date, notify both the Complainant and the Affected Member in writing that the Complaint has been referred to an Investigator.

**14(12)** The Investigator shall have reasonable control over the process of their investigation, provided that the investigation is conducted in a fair and impartial manner, and in accordance with applicable law, including the principles of procedural fairness and natural justice.

**14(13)** At minimum, the Investigator shall:

- (a) Ensure both the Complainant and the Affected Member are given an opportunity to be heard;
- (b) Allow the Affected Member a reasonable period of time to submit a written response to the Complaint;
- (c) Review evidence submitted by the parties and make reasonable attempts to contact witnesses; and
- (d) To the extent permitted by applicable law, take reasonable steps to ensure the integrity and confidentiality of the investigative process.

**14(14)** The Investigator shall, within four (4) months of being retained pursuant to paragraph (11)(a), provide a written Investigative Report to the City Clerk, detailing, at a minimum:

- (a) The findings of the investigation, including their findings of fact, a description of the investigative process, and a list of the evidence reviewed;

- a) il la transmet, au nom du conseil, à un enquêteur, et
- b) dans les vingt et un (21) jours suivant la date de dépôt, avise par écrit le plaignant et le membre concerné que la plainte a été transmise à un enquêteur.

**14(12)** L'enquêteur aura un contrôle raisonnable sur le déroulement de son enquête, à condition que celle-ci soit menée de manière équitable et impartiale, et conformément au droit applicable, y compris aux principes d'équité procédurale et de justice naturelle.

**14(13)** L'enquêteur doit au minimum :

- a) veiller à ce que le plaignant et le membre concerné aient la possibilité de s'exprimer;
- b) accorder au membre concerné un délai raisonnable pour présenter une réponse écrite à la plainte;
- c) examiner la preuve fournie par les parties et faire des efforts raisonnables pour contacter les témoins; et
- d) dans la mesure permise par la loi applicable, prendre les mesures raisonnables pour garantir l'intégrité et la confidentialité du processus d'enquête.

**14(14)** L'enquêteur doit, dans les quatre (4) mois suivant sa désignation conformément au paragraphe (11)(a), remettre au greffier de la municipalité un rapport d'enquête écrit détaillant au minimum :

- a) les conclusions de l'enquête, y compris les constatations de fait, une description du processus d'enquête et

(b) The Investigator's opinion as to whether, on the basis of their investigation, they believe there has been a breach of the By-law; and

(c) Where the Investigator believes the Affected Member has breached the By-law, their recommendation as to the appropriate corrective action, if any.

**14(15)** The City Clerk shall promptly provide the Investigator's report to the Complainant, the Affected Member, and Council.

**14(16)** Notwithstanding subsection (14), the timeline to complete an investigation may be extended by the Investigator depending on the nature and complexity of the investigation. Reasonable notice of the extension shall be provided by the Investigator to the City Clerk, the Complainant and the Affected Member, but in no event shall the Investigative Report be delivered more than seven (7) months after the Filing Date.

#### Council Decisions

**14(17)** At the next meeting of Council following delivery of the Investigative Report pursuant to subsection (14), Council shall:

- (a) review the Investigative Report; and
- (b) when the review is finished, hold a vote:
  - (i) to determine whether the Affected Member has breached this By-law; and
  - (ii) if it has determined that the Affected Member breached this By-law, to pass a resolution respecting the appropriate corrective action, if any.

une liste des éléments de preuve examinés;

b) l'avis de l'enquêteur à savoir si, à la lumière de son enquête, il croit qu'il y a eu violation du présent arrêté; et

c) si l'enquêteur croit que le membre concerné a contrevenu au présent arrêté, sa recommandation quant aux mesures correctives appropriées, le cas échéant.

**14(15)** Le greffier de la municipalité transmet sans délai le rapport de l'enquêteur au plaignant, au membre concerné et au conseil.

**14(16)** Nonobstant le paragraphe (14), le délai pour mener à bien une enquête peut être prolongé par l'enquêteur en fonction de la nature et de la complexité de l'enquête. Un préavis raisonnable de la prolongation doit être fourni par l'enquêteur au greffier de la municipalité, au plaignant et au membre concerné, mais en aucun cas le rapport d'enquête ne sera remis plus de sept (7) mois après le dépôt de la plainte.

#### Décisions du Conseil

**14(17)** Lors de la prochaine séance du conseil suivant la remise du rapport d'enquête conformément aux paragraphe (14), le conseil:

- a) examinera le rapport de l'enquêteur; et
- b) lorsque l'examen est terminé, tiendra un vote
  - i) pour déterminer si le membre concerné a contrevenu au présent arrêté; et
  - ii) s'il a déterminé que le membre concerné a contrevenu au présent arrêté, pour adopter une résolution concernant les

mesures correctives  
appropriées, le cas échéant.

**14(18)** If the Investigative Report deals with any of the matters referred to in subsection 68(1) of the *Local Governance Act*, the public may be excluded from the meeting for the duration of Council's review pursuant to paragraph (17)(a).

**14(18)** Si le rapport d'enquête porte sur l'une des questions visées au paragraphe 68(1) de la *Loi sur la gouvernance locale*, le public peut être exclu de la réunion pendant la durée de l'examen du rapport par le conseil conformément à l'alinéa (17)a).

**14(19)** The Affected Member shall not participate in the vote held pursuant to paragraph (17)(b).

**14(19)** Le membre concerné ne participe pas au vote tenu conformément à l'alinéa (17)(b).

**14(20)** The vote held pursuant to paragraph (17)(b) must occur no later than eight (8) months after the Filing Date.

**14(20)** Le vote prévu à l'alinéa (17)(b) doit avoir lieu au plus tard huit (8) mois suivant la date de dépôt.

**14(21)** The Complaint process described in this By-law shall not apply retroactively to any complaint filed prior to the enactment of this By-law.

**14(21)** La procédure de plainte prévue au présent arrêté ne s'applique pas rétroactivement à une plainte déposée avant l'entrée en vigueur du présent arrêté.

#### **Corrective Action if Breach Occurs**

#### **Mesures correctives en cas de violation**

**15(1)** Where Council has, by a vote pursuant to subparagraph 14(17)(b)(i), determined that a Member of Council has breached a provision of Part 1 of this By-law, Council may impose any of the following corrective actions:

**15(1)** Lorsque le conseil a déterminé, par un vote tenu conformément au sous-alinéa 14(17)b(i), qu'un membre du conseil a contrevenu à une disposition de la Partie 1 du présent arrêté, le conseil peut imposer l'une des mesures correctives suivantes :

- (a) Reprimanding the Member of Council;
- (b) Requiring the Member of Council to issue a letter of apology to the Complainant, Council, the general public, or such other persons as council deems appropriate;
- (c) Requiring the Member of Council to attend training or counselling as directed by Council;
- (d) Suspending the Member of Council from exercising the powers or performing the duties conferred under section 48 of the *Local Governance Act*;

- a) Le réprimander;
- b) Exiger que le membre du conseil présente une lettre d'excuses au plaignant, au public ou à toute autre personne que le conseil juge appropriée;
- c) Exiger que le membre du conseil suive une formation ou une séance de counseling selon les directives du conseil;
- d) Suspendre le membre du conseil de l'exercice des pouvoirs ou des fonctions qui lui sont conférés à l'article 48 de la *Loi sur la gouvernance locale*;

- |   |  |
|---|--|
| <p>(e) Reducing or suspending the Member of Council's compensation for the duration of any suspension imposed under paragraph (d);</p> <p>(f) Reducing or suspending the Member of Council's compensation other than in connection with a suspension imposed under paragraph (d);</p> <p>(g) Reducing or suspending the Member of Council's privileges, including travel or the use of resources, services or property of the City;</p> <p>(h) Requiring the return of City Resources or the reimbursement of their value; or</p> <p>(i) Any other corrective action which Council is permitted by law to impose.</p> | <p>e) Réduire ou suspendre la rémunération versée au membre du conseil pour la durée de toute suspension imposée en vertu de l'alinéa d);</p> <p>f) Réduire ou suspendre la rémunération versée au membre du conseil autrement que dans la cadre d'une suspension imposée en vertu de l'alinéa d);</p> <p>g) Réduire ou suspendre les privilèges du membre du conseil, notamment les déplacements ou l'utilisation des ressources, des services ou des biens de la municipalité;</p> <p>h) Exiger la restitution des ressources de la municipalité ou le remboursement de leur valeur, ou</p> <p>i) Toute autre mesure que le conseil est autorisé par la loi à imposer.</p> |
|---|--|

**15(2)** A corrective action under paragraphs (1)(d), (e), or (f) of this By-law shall not be imposed for a period longer than the maximum period prescribed for a suspension under the *Local Governance Commission Act*.

**15(2)** Les mesures correctives visées aux alinéas (1)d), e) ou f) ne peuvent être imposées pour une période plus longue que la période maximale prévue par la *Loi sur la Commission de la gouvernance locale* pour les suspensions.

**15(3)** Nothing in this By-law requires Council to impose a corrective action for every breach of this By-law. Breaches that were inadvertent or made in good faith may appropriately result in no corrective action being imposed.

**15(3)** Rien dans le présent arrêté n'oblige le conseil à imposer une mesure corrective pour chaque violation du présent arrêté. Les violations qui ont été commises par inadvertance ou de bonne foi peuvent entraîner l'absence de mesure corrective.

**15(4)** When imposing a corrective action, Council must consider all of the following:

**15(4)** Lorsqu'il impose une mesure corrective, le conseil doit tenir compte de tous les éléments suivants :

- (a) the severity and consequences of the breach;
- (b) the principles and intent of this Code of Conduct;
- (c) the public interest; and

- a) la gravité ou les conséquences de la violation;
- b) les principes et l'intention du présent code de déontologie;
- c) l'intérêt public; et

(d) whether the Member of Council has previously breached this By-law.

d) si le membre du conseil a déjà contrevenu au présent arrêté.

### **Suspension of Action during Election Period**

### **Suspension d'action pendant la période électorale**

**16(1)** Notwithstanding any other provisions of the By-law, this section 16 shall apply to the filing, processing, and disposition of a Complaint during an Election Period.

**16(1)** Nonobstant toute autre disposition du présent arrêté, le présent article 16 s'applique au dépôt, au traitement et au règlement d'une plainte pendant une période d'élection.

**16(2)** With respect to a Complaint received prior to the Election Period, the City Clerk shall suspend processing of the Complaint during the Election Period, and:

**16(2)** Concernant toute plainte reçue avant la période d'élection, le greffier de la municipalité en suspend le traitement pendant cette période et :

- (a) Where the Affected Member holds office as a Member of Council following the Election Period, the City Clerk shall resume processing the Complaint in accordance with section 14; or
- (b) Where the Affected Member does not hold office as a Member of Council following the Election Period, summarily dismiss the Complaint in accordance with subsections 14(9) and (10).

- a) Si le membre concerné siège toujours au conseil après la période d'élection, reprend le traitement de la plainte conformément à l'article 14; ou
- b) Si le membre concerné ne siège plus au conseil après la période d'élection, rejette sommairement la plainte conformément aux paragraphes 14(9) et (10).

**16(3)** With respect to a Complaint received during an Election Period, the City Clerk shall:

**16(3)** Concernant toute plainte reçue pendant la période d'élection, le greffier de la municipalité :

- (a) Where the Affected Member holds office as a Member of Council following the Election Period, process the Complaint in accordance with section 14, provided that the Filing Date shall be deemed to be the day following the end of the Election Period; or
- (b) Where the Affected Member does not hold office as a Member of Council following the Election Period, summarily dismiss the Complaint in accordance with subsections 14(9) and (10).

- a) Si le membre concerné siège toujours au conseil après la période d'élection, traite la plainte conformément à l'article 14, étant entendu que la date de dépôt est réputée être le lendemain de la fin de la période d'élection; ou
- b) Si le membre concerné ne siège plus au conseil après la période d'élection, rejette sommairement la plainte conformément aux paragraphes 14(9) et (10).

**16(4)** Any time period prescribed in section 14, other than the time period for filing a Complaint under subsection 14(4), shall be suspended during an Election Period.

**16(4)** Tout délai prescrit à l'article 14, autre que le délai pour déposer une plainte en vertu du paragraphe 14(4) est suspendu pendant une période d'élection.

### **Repeal**

### **Abrogation**

**17** A By-law of The City of Saint John enacted on the 16th day of May 2022 entitled “*By-law Number LG-5, A By-law Respecting the Code of Conduct for Elected Members of The City of Saint John*” and all amendments thereto are repealed.

**17** L’arrêté de The City of Saint John édicté le 16e jour de mai 2022 intitulé « *Arrêté N° LG-5, Arrêté relatif au code de déontologie pour les membres élus de The City of Saint John* », ensemble ses modifications, sont abrogés.

**IN WITNESS WHEREOF** the City of Saint John has caused the Corporate Common Seal of the said City to be affixed to this By-law the \_\_\_\_ day of \_\_\_\_\_, 2026 and signed by:

**EN FOI DE QUOI** The City of Saint John a fait apposer son sceau communal sur le présent arrêté le \_\_\_\_\_ 2026, avec les signatures suivantes :

\_\_\_\_\_  
Mayor/Maire

\_\_\_\_\_  
Common Clerk/Greffier communal

First Reading	-	Première lecture	-
Second Reading	-	Deuxième lecture	-
Third Reading	-	Troisième lecture	-

**Schedule A**

NAME OF THE COMPLAINANT:

I, \_\_\_\_\_ (full name of individual signing and filing this Complaint), OF  
\_\_\_\_\_ (full address) **HEREBY MAKE THIS COMPLAINT**

**AGAINST** \_\_\_\_\_ (name of Member(s) of Common Council alleged to have  
breached **A By-law Respecting the Code of Conduct for Elected Members of the Common Council of The City of Saint John**  
**(the "Code of Conduct")**):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I AM (choose one):

- a member of Common Council;
- a City employee;
- a City resident;
- other \_\_\_\_\_

I HAVE REASONABLE AND PROBABLE GROUNDS TO BELIEVE THAT THE FOLLOWING  
SECTIONS OF THE CODE OF CONDUCT WERE BREACHED:

Breach (please state which section(s) of the Code of Conduct you believe have been breached):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
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*NOTE: The Code of Conduct is available at SaintJohn.ca. You may also request a  
copy by phone, email, or in person through the City Clerk's office (General Counsel Office, 15  
Market Square, Saint John, New Brunswick, E2L 4L1; cityclerk@saintjohn.ca; 506-648-3703)*

THE PARTICULARS OF WHICH ARE AS FOLLOWS:

**Statements of Fact** (Why do you believe a Member of Common Council breached the Code of Conduct? Please include the  
date, time and location of conduct, details and names of all persons involved and names of any witnesses and their contact information.  
Attach extra pages if necessary):

\_\_\_\_\_  
\_\_\_\_\_



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Signature of Complainant  
Date

Please submit completed complaint in a sealed envelope to:  
The City Clerk of the City of Saint John  
Re: Code of Conduct Complaint  
City Hall, 15 Market Square, Saint John, New Brunswick, E2L 4L1

Personal information on this form is collected pursuant to the Government of New Brunswick Right to Information and Protection of Privacy Act, as amended, and will be used to review, assess and potentially investigate the details of the complaint. Any questions related to the collection and use of this information should be directed to the City Clerk, City Hall, 15 Market Square, Saint John, New Brunswick E2L 4L1, 506-648-3703

**Annexe A**

NOM DU PLAIGNANT :

Je, \_\_\_\_\_ (nom complet de la personne qui signe et dépose la présente plainte),

DE \_\_\_\_\_ (adresse complète) **DÉPOSE CETTE PLAINTE**

CONTRE \_\_\_\_\_ (nom du ou des membres du conseil communal présumés avoir

contrevenu à un règlement portant respect du Arrêté relatif au *code de déontologie pour les membres du conseil communal élus de*

*The City of Saint John* (le « code de déontologie ») pour les membres élus du conseil communal de la ville de Saint John:

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JE SUIS (choisissez-en un):

- un membre du conseil communal;
- un employé de la Ville;
- un résident de la Ville;
- autre \_\_\_\_\_

J'AI DES MOTIFS RAISONNABLES ET PROBABLES DE CROIRE QUE LES ARTICLES SUIVANTS DU CODE DE DÉONTOLOGIE ONT ÉTÉ CONTREVENUS :

Violation (veuillez indiquer la ou les articles du Code de déontologie qui, selon vous, ont été enfreintes) :

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\_\_\_\_\_ *REMARQUE : Le code de déontologie est disponible à l'adresse SaintJohn.ca. Vous pouvez également en demander une copie par téléphone, par courriel ou en personne au bureau du greffier municipal (Bureau du Chef du contentieux, 15 Market Square, Saint John, Nouveau-Brunswick, E2L 4L1; cityclerk@saintjohn.ca; 506-648-3703)*

DONT LES INDICATIONS SONT LES SUIVANTES:

Énoncés de faits (Pourquoi croyez-vous qu'un membre du conseil communal a enfreint le code de déontologie? Veuillez inclure la date, l'heure et le lieu de la conduite, les détails et les noms de toutes les personnes impliquées, ainsi que les noms des témoins et leurs coordonnées. Joignez des pages supplémentaires si nécessaire) :

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Veillez soumettre votre plainte dûment remplie dans une enveloppe scellée à l'adresse suivante:

Le greffier municipal de la Ville de Saint John

Objet : Plainte relative au Code de conduite

Hôtel de ville, 15, place du Marché, Saint John (Nouveau-Brunswick), E2L 4L1

Les renseignements personnels contenus dans ce formulaire sont recueillis en vertu de la Loi sur le droit à l'information et la protection de la vie privée du gouvernement du Nouveau-Brunswick, telle que modifiée, et seront utilisés pour examiner, évaluer et éventuellement enquêter sur les détails de la plainte. Toute question relative à la collecte et à l'utilisation de ces renseignements doit être adressée au greffier municipal, Hôtel de ville, 15 Market Square, Saint John (Nouveau-Brunswick) E2L 4L1, 506-648-3703

**A BY-LAW TO AMEND A BY-LAW  
RESPECTING THE TRAFFIC ON STREETS  
IN THE CITY OF SAINT JOHN, BY-LAW  
NUMBER MV-10.2, AND AMENDMENTS  
THERETO**

Be it enacted by the Common Council of The City of Saint John as follows:

A By-law of The City of Saint John entitled “A By-law respecting the Traffic on Streets in The City of Saint John, By-law Number MV-10.2” and amendments thereto, enacted on the 7<sup>th</sup> day of October, A.D. 2019, is hereby amended as follows:

1. Schedule “A-1” - Parking for Specified Times 08:00 to 17:00 is amended by deleting the following words under the following headings:

Street	Side	Limits	Time
Cliff Street	Both	Waterloo Street to Coburg Street	2 hrs

2. Schedule “A-1”- Parking for Specified Times 08:00 to 17:00 is amended by adding the following words under the following headings:

Street	Side	Limits	Time
Cliff Street	East	Waterloo Street to Coburg Street	2 hrs

3. Schedule “A-2” Parking For Specified Times is repealed and replaced with the following:

SCHEDULE “A-2” PARKING FOR SPECIFIED TIMES				
Street	Side	Limits	Time	Time Limit
Cliff Street	East	Waterloo Street to a point 42m northerly	Monday to Friday 7:00 to 9:00 16:00 to 18:00	15 minutes
Cliff Street	East	42m north of Waterloo Street to a point 6m northerly	Monday to Friday 6:00 to 18:00	15 minutes
Douglas Avenue	West	Clarendon Street to Civic No. 135	Sunday 10:00 to 14:00	Unlimited

**ARRÊTÉ MODIFIANT L’ARRÊTÉ  
RELATIF À LA CIRCULATION DANS LES  
RUES DE THE CITY OF SAINT JOHN,  
ARRÊTÉ NUMÉRO MV-10.2, ET  
MODIFICATIONS AFFÉRENTES**

Lors d’une réunion du conseil municipal, The City of Saint John a décrété ce qui suit :

Par les présentes, l’arrêté de The City of Saint John intitulé « Arrêté relatif à la circulation dans les rues de The City of Saint John, Arrêté numéro MV-10.1 » et modifications afférentes, décrété le 7<sup>e</sup> jour d’octobre 2019, est modifié comme suit :

1. L’annexe « A-1 » - Stationnement à des heures précisées 8 h à 17 h est modifié par la suppression des mots suivants sous les titres suivants:

Rue	Côté	Limites	Durée
rue Cliff	des deux côtés	de la rue Waterloo à la rue Coburg	2 h

2. L’annexe « A-1 » - Stationnement à des heures précisées 8 h à 17 h est modifié par l’adjonction des mots suivants sous les titres suivants:

Rue	Côté	Limites	Durée
rue Cliff	est	de la rue Waterloo à la rue Coburg	2 h

3. L’annexe « A-2 » - Stationnement à des heures précisées est abrogée et remplacé par ce qui suit:

ANNEXE “A-2” STATIONNEMENT À DES HEURES PRÉCISÉES				
Rue	Côté	Limites	Durée	Limites de durée
rue Cliff	est	de la rue Waterloo à un point situé 42 mètres plus loin en direction nord	du lundi au vendredi de 7h à 9h et de 16h à 18h	15 minutes
rue Cliff	est	d’un point situé à 42 mètres au nord de la rue Waterloo à un point situé 6 mètres plus	du lundi au vendredi de 6h à 18h	15 minutes

Duke Street West	North	Champlain Street to City Line	Sunday 10:00 to 14:00	Unlimited
Duke Street West	South	City Line to Watson Street	Sunday 10:00 to 14:00	Unlimited
Sydney Street	Both	Duke Street to Princess Street	Saturday and Sunday 08:00 to 17:00	Unlimited

		loin en direction nord		
avenue Douglas	ouest	de la rue Clarendon jusqu'à l'adresse municipale N°135	dimanche de 10h à 14h	illimitée
rue Duke ouest	nord	de la rue Champlain à la ligne City	dimanche de 10h à 14h	illimitée
rue Duke ouest	sud	de la ligne City à la rue Watson	dimanche de 10h à 14h	illimitée
rue Sydney	des deux côtés	de la rue Duke à la rue Princess	Samedi et dimanche de 8 h à 17 h	illimitée

4. Schedule "B"- No Parking Anytime is amended by adding the following words under the following headings:

Street	Side	Limits
Cliff Street	West	Waterloo St. to Coburg St.

4. L'annexe « B » - Interdiction de stationner en tout temps est modifié par l'adjonction des mots suivants sous les titres suivants:

Rue	Côté	Limites
rue Cliff	ouest	de la rue Waterloo à la rue Coburg

5. Schedule "G"- Alternate Side Parking is amended by deleting the following words under the following headings:

Street	Limits
Cliff Street	Entire Length

5. L'annexe « G » - Stationnement en alternance est modifié par la suppression des mots suivants sous les titres suivants:

Rue	Limites
rue Cliff	sur toute sa longueur

6. Schedule "N"- Streets For Residential Zone Parking Permits is amended by deleting the following words under the following headings:

Street	Side	Limits
Cliff Street	Both	Waterloo Street to Coburg Street

6. L'annexe « N » - Rues concernant les permis de stationnement dans une zone résidentielle est modifié par la suppression des mots suivants sous les titres suivants:

Rue	Côté	Limites
rue Cliff	des deux côtés	de la rue Waterloo à la rue Coburg

7. Schedule "N"- Streets For Residential Zone Parking Permits is amended by adding the following words under the following headings:

Street	Side	Limits
Cliff Street	East	Waterloo Street to Coburg Street

7. L'annexe « N » - Rues concernant les permis de stationnement dans une zone résidentielle est modifié par l'adjonction des mots suivants sous les titres suivants:

Rue	Côté	Limites
rue Cliff	est	de la rue Waterloo à la rue Coburg

IN WITNESS WHEREOF The City of Saint John has caused the Corporate Common Seal of the said City to be affixed to this by-law the \_\_\_\_ day of \_\_\_\_\_, A.D., 2026 signed by:

EN FOI DE QUOI, The City of Saint John a fait apposer son sceau municipal sur le présent arrêté le \_\_\_\_\_ 2026, avec les signatures suivantes :

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Mayor / mairesse

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City Clerk / Greffier de la municipalité

First Reading - April 7, 2026  
Second Reading - April 7, 2026  
Third Reading -

Première lecture - le 7 avril 2026  
Deuxième lecture - le 7 avril 2026  
Troisième lecture -



# **CITY OF SAINT JOHN NEW BRUNSWICK**

**A By-law Respecting the  
Procedures of the Common  
Council of The City of Saint  
John**

**Arrêté Concernant le  
Règlement Intérieur du  
Conseil Communal de The  
City of Saint John**

**By-law Number LG-15**

**Arrêté numéro LG-15**

An uncertified copy of this By-law  
is available online

Une copie non certifiée de l'arrêté  
est disponible en ligne

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## RECITALS

**WHEREAS**, paragraph 10(2)(a) of the *Local Governance Act*, S.N.B. 2017, c. 18, provides that a local government shall make by-laws respecting procedures at council meetings, including any matters prescribed by regulation;

**AND WHEREAS**, The City of Saint John deems it advisable to pass this By-law because it will establish procedures for the better regulation and conduct of meetings of The City of Saint John Common Council;

**AND WHEREAS**, The City of Saint John deems it advisable that such procedures be supplemental to and interpreted in accordance with the statutory provisions of the *Local Governance Act*;

**AND WHEREAS**, notice of this By-law, and of the Common Council Meeting at which this By-law was discussed, was provided in accordance with the provisions of the *Local Governance Act*.

**NOW THEREFORE**, the Common Council of The City of Saint John, enacts as follows:

### Title

**1.1** This By-law may be cited as the *Procedural By-law* (hereinafter the “By-law”).

### Definitions

**2.1** The following definitions apply in this By-law.

“**Applicant**” means the person, group, organization, or a representative advocating for a proposal being considered at a Public Hearing (*demandeur*)

## PRÉAMBULE

**CONSIDÉRANT**, l’alinéa 10(2)(a) de la *Loi sur la gouvernance locale*, L.N.-B. 2017, ch. 18, prévoit que les gouvernements locaux doivent faire des règlements concernant les procédures lors des réunions du conseil, y compris toutes les questions prescrites par la réglementation;

**ATTENDU QUE**, The City of Saint John juge opportun de prendre le présent arrêté destiné à établir des procédures aux fins de la réglementation et de la conduite efficace des séances du conseil communal de The City of Saint John;

**ATTENDU QUE**, The City of Saint John juge opportun que lesdites procédures soient complémentaires aux dispositions législatives de la *Loi sur la gouvernance locale* et qu’elles soient interprétées conformément à cette loi;

**ATTENDU QUE**, avis du présent arrêté et de la réunion du conseil communal à laquelle il a été débattu a été donné conformément à la *Loi sur la gouvernance locale*.

**À CES CAUSES**, le conseil communal de The City of Saint John édicte :

### Titre

**1.1** Le présent arrêté peut être cité sous le titre *Arrêté sur les procédures* (ci-après « l’arrêté »).

### Définitions

**2.1** Les définitions qui suivent s’appliquent au présent arrêté.

« **Demandeur** » désigne la personne, le groupe, l’organisme, ou le représentant qui présente ou défend une proposition examinée lors d’une audience publique (*Applicant*);

“ <b>Chief Administrative Officer</b> ” means the person appointed to the position of Chief Administrative Officer by Council under the provisions of the <i>Local Governance Act</i> , S.N.B. 2017, c.18. ( <i>administrateur en chef</i> );	« <b>Administrateur en chef</b> » s’entend de la personne nommée à ce poste par le conseil sous le régime de la <i>Loi sur la gouvernance locale</i> , L.N.-B. 2017, ch. 18 ( <i>Chief Administrative Officer</i> );
“ <b>City</b> ” means The City of Saint John ( <i>municipalité</i> ).	« <b>Municipalité</b> » désigne The City of Saint John ( <i>City</i> ).
“ <b>Clerk</b> ” means the City Clerk or the Deputy Clerk of the City ( <i>greffier</i> );	« <b>Greffier</b> » désigne le greffier ou le greffier adjoint de la municipalité ( <i>Clerk</i> );
“ <b>Committee</b> ” means a committee provided for or created by Common Council ( <i>comité</i> );	« <b>Comité</b> » désigne un comité sous la direction du conseil communal ou créé par ce dernier. ( <i>Committee</i> );
“ <b>Committee of the Whole</b> ” means a committee of Council composed of all of the Members sitting in committee as Committee of the Whole ( <i>comité plénier</i> );	« <b>Comité plénier</b> » désigne un comité du conseil communal sur lequel siègent tous les membres du conseil. ( <i>Committee of the Whole</i> );
“ <b>Corporation</b> ” means The Corporation of The City of Saint John ( <i>corporation</i> );	« <b>Corporation</b> » désigne la corporation de The City of Saint John ( <i>corporation</i> );
“ <b>Council</b> ” means the Mayor and Councillors of the City ( <i>conseil</i> );	« <b>Conseil</b> » désigne le maire et les conseillers de la municipalité ( <i>Council</i> );
“ <b>Councillor</b> ” means a Member of Council other than the Mayor ( <i>conseiller</i> );	« <b>Conseiller</b> » désigne un membre du conseil autre que le maire ( <i>Councillor</i> );
“ <b>Deputy Mayor</b> ” means the Member of Council who has been elected to act in the place or stead of the Mayor in the absence or incapacity of the Mayor ( <i>maire adjoint</i> );	« <b>Maire adjoint</b> » désigne le membre du conseil élu afin d’agir au nom du maire en cas d’absence ou d’incapacité du maire ( <i>Deputy Mayor</i> );
“ <b>Holiday</b> ” means any holiday as defined in the <i>Interpretation Act</i> ( <i>jour férié</i> );	« <b>Jour férié</b> » désigne tout jour férié tel qu’il est défini par la <i>Loi d’interprétation</i> ( <i>Holiday</i> );
“ <b>Mayor</b> ” means the Member of Council holding the office of Mayor ( <i>maire</i> );	« <b>Maire</b> » désigne le membre du conseil qui est titulaire du poste de maire ( <i>Mayor</i> );

“**Meeting**” means any regular, special, or other meeting of the Council (*séance*);

« **Séance** » désigne toute séance ordinaire, extraordinaire ou autre tenue par le conseil (*Meeting*);

“**Member**” means any person elected to the Council and includes the Mayor (*membre*);

« **Membre** » désigne toute personne élue pour siéger au conseil, y compris le maire (*Member*);

“**Point of Information**” means a request directed to the Presiding Officer or to another Member or to City staff, for information relevant to the business at hand, but not related to a Point of Procedure (*question de renseignement*);

« **Question de renseignement** » désigne une demande adressée au président du conseil, à un autre membre ou à un employé de la municipalité, relative à des renseignements visant la question sous étude, non liée à une question de procédure (*Point of Information*);

“**Point of Order**” means the raising of a question by a Member for the purpose of calling attention to any departure from this By-law or the customary modes or proceedings in debate or in the conduct of the Council’s business including;

« **Rappel au règlement** » désigne une question soulevée par un membre afin de souligner toute dérogation au présent arrêté municipal ou aux moyens ou délibérations habituels de la tenue d’un débat ou à la conduite des affaires du conseil, y compris ce qui suit :

- (a) any breaches of this By-law;
- (b) any defect in the constitution of any Meeting of the Council;
- (c) the use of improper, offensive, or abusive language;
- (d) notice of the fact that the matter under discussion is not within the scope of the motion; or
- (e) any other informality or irregularity in the proceedings of Council.

- (a) toute violation du présent arrêté;
- (b) tout défaut relatif à la constitution d’une séance du conseil;
- (c) l’utilisation d’un langage inapproprié, offensif, ou abusif;
- (d) avis donné que la question sous étude ne relève pas de la matière de la proposition; ou
- (e) toute autre absence de formalité ou toute irrégularité relative aux délibérations du conseil.

(*rappel au règlement*);

(*Point of Order*);

“**Point of Procedure**” means a question directed to the Presiding Officer to obtain information on a matter of the procedural rules or the rules of the Council bearing on the business at hand in order to assist a Member to make an appropriate motion, raise a Point of Order or understand the parliamentary situation or the effect of a motion (*point de procédure*);

« **Point de procédure** » désigne une question adressée au président du conseil visant à obtenir de l’information portant sur les règles de procédure ou les règlements du conseil relativement aux activités qui font l’objet de délibérations afin d’aider un membre à présenter la proposition adéquate, à invoquer un règlement ou à comprendre la situation parlementaire ou les conséquences d’une motion (*Point of Procedure*);

“**Presiding Officer**” means the Mayor, or in their absence the Deputy Mayor, or in the absence of both of them, the Member appointed under section 12.3 to act in their absence, while presiding at Meetings of Council (*président du conseil*);

“**Prohibited Item**” means any object that could be used to threaten, intimidate, or harm another person or property, including weapons as defined in the *Canadian Criminal Code, RSC 1985, c C-46* (*objet interdit*);

“**Public Hearing**” means a Meeting of Council or that portion of a Meeting of Council dedicated to considering matters pursuant to any legislation which requires Council to hear interested parties or to afford them an opportunity to be heard before taking action, passing a by-law, or making a decision (*audience publique*);

“**Question of Privilege**” means the raising of a question or request for the immediate consideration of a matter affecting the comfort, safety, or orderliness of a Member or the Council collectively, when a Member believes that another Member has spoken disrespectfully towards them or the Council, or when they believe their comments have been misunderstood or misinterpreted by another Member or Members (*question de privilège*);

“**Quorum**” means the majority of all the Members elected to the Common Council which constitutes a Quorum at any regular or special Meeting of the Common Council (*quorum*);

“**Recorded Vote**” means

- (a) a vote taken by a show of hands or by saying “yea” or “nay” during a Meeting with participation in-person; or

« **Président du conseil** » désigne le maire ou, en son absence, le maire adjoint, en l’absence du maire et du maire adjoint, le membre nommé aux termes de l’article 12.3, pour agir en leur absence, au chapitre de la présidence des réunions du conseil (*Presiding Officer*);

« **Objet interdit** » désigne tout objet qui pourrait être utilisé pour menacer, intimider ou nuire à une autre personne ou à des biens, y compris les armes telles que définies dans le *Code criminel canadien, LRC 1985, c C-46* (*Prohibited item*);

«**Audience publique**» désigne une séance du conseil ou telle partie d’une séance du conseil, dédiée à la considération d’une question législative, qui exige que toute partie intéressée puisse se présenter devant le conseil ou soit donnée l’occasion de se présenter devant le conseil avant que le conseil entreprenne tout acte, édicte tout arrêté municipal ou prenne une décision (*Public Hearing*)

« **Question de privilège** » désigne l’intervention à laquelle un membre peut avoir recours à l’étude d’une question ou d’une demande relativement à toute affaire touchant le bien-être, la sécurité ou la discipline d’un membre ou du conseil, collectivement, lorsqu’un membre est d’avis qu’un autre membre s’est prononcé irrespectueusement à son égard ou à l’égard du conseil ou lorsqu’il est d’avis que ses commentaires sont mal compris ou mal interprétés par un autre membre (*Question of Privilege*);

« **Quorum** » La majorité de tous les membres élus au conseil communal constitue un quorum relativement à toute réunion ordinaire ou extraordinaire du conseil communal (*Quorum*);

« **Vote enregistré** » désigne

- (a) un vote à main levée ou en déclarant « pour » ou « contre », en personne, lors d’une réunion ; ou

(b) a vote taken by roll call during a regular, special, or emergency Meeting, or a Committee of the Whole Meeting closed to the public, with electronic participation.

A vote is taken by roll call when each Member votes “yea” or “nay” as their name is called by the Presiding Officer, so that the names of Members voting on each side are recorded (*vote enregistré*);

“**Rules of Procedure**” means the rules provided in this By-law (*règles de procédures*);

“**Security Personnel**” means a hired security guard, or other such qualified individual, who shall be on call and act under the authority and instructions of the Presiding Officer (*personnel de sécurité*);

“**Special Committee**” means a committee of Council, except Committee of the Whole, which is established to consider and report on a specific subject, project, or undertaking (*comité spécial*);

“**Whole of Council**” means those Members of Council, including the Mayor, who are not disqualified from voting (*conseil plénier*);

“**Written Consent**” means consent given by a Member either by letter, facsimile, or electronic message from a City email address, to the Clerk (*consentement écrit*);

(b) un vote par appel nominal au cours d’une réunion ordinaire, une réunion extraordinaire ou d’une réunion d’urgence, ou d’une réunion du comité plénier à huis clos, avec participation par voie électronique.

Un vote par appel nominal a lieu lorsque chaque membre vote par « pour » ou par « contre » lorsque le président du conseil appelle son nom pour que le nom des membres qui votent en faveur et contre soit enregistré (*Recorded Vote*);

« **Règles de procédures** » désigne les règles prévues au présent arrêté (*Rules of Procedure*);

« **Personnel de sécurité** » désigne un agent de sécurité engagé ou un autre individu qualifié qui sera de garde et agira sous l’autorité et les instructions du président du conseil (*Security personnel*);

« **Comité Spécial** » désigne un comité du conseil, à l’exclusion du Comité plénier, créé afin d’étudier et de faire le compte rendu relatif à un sujet, un projet ou un engagement particulier (*Special Committee*);

« **Conseil Plénier** » désigne les membres du conseil, y compris le maire, qui ne sont pas privés du droit de voter (*Whole of Council*);

« **Consentement écrit** » désigne un consentement donné au greffier par un membre, soit par lettre, par fax ou par message électronique provenant d’une adresse de courriel de The City of Saint John (*Written Consent*);

## **Interpretation**

**3.1** Rules for interpretation of the language used in this By-law are contained in the lettered paragraphs as follows:

- (a) The captions, article and section names and numbers appearing in this By-law are for convenience of reference only and have no effect on its interpretation.
- (b) This By-law is to be read with all changes of gender or number required by the context.
- (c) Each reference to legislation in this By-law is printed in italic font. The reference is intended to include all applicable amendments to the legislation, including successor legislation. Where this By-law references other by-laws of the City, the term is intended to include all applicable amendments to those by-laws, including successor by-laws.
- (d) The requirements of this By-law are in addition to any requirements contained in any other applicable by-laws of the City or applicable provincial or federal statutes or regulations.
- (e) If any section, subsection, part or parts or provision of this By-law, is for any reason declared by a court or tribunal of competent jurisdiction to be invalid, the ruling shall not affect the validity of the By-law as a whole, nor any other part of it.

## **General Provisions**

### **4.1 Rules - observed by Council**

The rules contained in this By-law shall be observed in all proceedings of the Council and shall be the rules for the order and dispatch of business in Council, Committees, and Committee of the Whole.

## **Interprétation**

**3.1** Les règles d'interprétation suivantes s'appliquent au présent arrêté comme suit :

- (a) Les titres, intertitres et numéros des dispositions ne servent qu'à faciliter la consultation de l'arrêté et ne doivent pas servir à son interprétation.
- (b) Le genre ou le nombre grammaticaux doivent être adaptés au contexte.
- (c) Les renvois législatifs paraissent en italique. Le renvoi à une loi vise également les modifications qui s'y appliquent, y compris toute législation de remplacement. Les renvois à d'autres arrêtés de la municipalité visent également les modifications qui s'y appliquent, y compris tout arrêté de remplacement.
- (d) Les obligations qu'il crée s'ajoutent à celles découlant d'autres arrêtés applicables de la municipalité ou des lois et règlements applicables des gouvernements fédéral ou provincial.
- (e) Si une disposition quelconque est déclarée invalide par un tribunal compétent pour quelque motif que ce soit, la décision n'entache en rien la validité de l'arrêté dans son ensemble ni de toute autre disposition.

## **Dispositions Générales**

### **4.1 Règlements - observés par le conseil**

Les règlements prévus au présent arrêté doivent être observés au cours de la tenue de toutes les délibérations du conseil et constituent les règlements relatifs à l'ordre et au traitement des activités du conseil, des comités, et du comité plénier.

#### **4.2 Reference – Robert’s Rules of Order**

When any matter relating to proceedings in Council or in Committees or Committee of the Whole arises which is not covered by a provision of this By-law, the procedure to be followed shall be decided with reference to the most recent edition of *Robert’s Rules of Order*.

#### **4.3 Conflict - Robert’s Rules of Order**

In the event of any conflict between the provisions of this By-law and the provisions of the authority referred to in section 4.2, the provisions of this By-law shall apply.

#### **4.4 Conflict - statutory provisions**

The provisions of this By-law are subject to any statutory provisions in effect from time to time and in the event of any conflict between such statutory provisions and the provisions of this By-law, the statutory provisions shall apply.

#### **4.5 Rules - suspension - alteration –two-thirds consent required**

Notwithstanding any other provision of this By-law, in the absence of any statutory obligation, the rules and regulations contained in this By-law may be suspended or altered for a single occasion with the consent of not less than two-thirds of the total membership of Common Council.

#### **4.6 Quorum - not present – adjournment**

If, at any Meeting, the number of Members is reduced to less than a Quorum, subject to the provisions of the *Local Governance Act*, the Council Meeting shall stand adjourned.

#### **4.2 Référence - Règles de procédure de Robert**

Lorsque aucune disposition du présent arrêté ne prévoit une affaire soulevée relativement aux délibérations du conseil ou à une question sous étude par un comité ou le comité plénier, l’édition la plus récente des *Règles de procédure de Robert* doit être consultée afin d’établir la procédure adéquate.

#### **4.3 Conflit - Règles de procédure de Robert**

Dans le cas d’un conflit entre les dispositions du présent arrêté et les dispositions des pouvoirs stipulés en vertu de l’article 4.2, les dispositions prévues au présent arrêté s’appliquent.

#### **4.4 Conflit - dispositions législatives**

Les dispositions du présent arrêté sont sujettes à toute disposition législative en vigueur, à tout moment, et dans le cas d’un conflit entre telles dispositions législatives et les dispositions du présent arrêté, les dispositions législatives ont préséance.

#### **4.5 Règlements – suspension – altération - le consentement des deux tiers est exigé**

Nonobstant toute autre disposition prévue au présent arrêté, en l’absence d’une obligation législative, les règlements prévus au présent arrêté peuvent être suspendus temporairement ou modifiés pour une seule occasion moyennant le consentement d’au moins les deux tiers du nombre total des membres du conseil communal.

#### **4.6 Quorum – absences - ajournement**

Lorsque le nombre de membres présents à une réunion est insuffisant pour former le quorum, en vertu des dispositions de *la Loi sur la Gouvernance Locale*, la réunion du conseil doit être levée.

#### **4.7 Decisions - Council - expressed - resolutions - by-laws**

The Corporation makes decisions and expresses itself by Council passing resolutions and enacting by-laws. No act or decision of Council is valid unless it is authorized or adopted by a by-law or resolution at a regular or special Council Meeting.

#### **4.8 Resolutions - by-laws - passed - enacted - majority vote**

Except as otherwise provided, resolutions and by-laws are passed and enacted by majority vote.

#### **4.9 Motion to rescind**

A motion to rescind may be made to repeal or annul any by-law, policy, resolution, or decision of Council provided that:

- (a) the by-law, policy, resolution, or decision has continuing force and effect; and
- (b) the by-law, policy, resolution, or decision was properly made in accordance with the requirements of the *Local Governance Act*.

##### **4.9.1 Motion to rescind – with notice**

A motion to rescind requires a majority vote of Council provided that a notice of intention to rescind has been filed with the Clerk and that said notice:

- (a) states the complete substance of the proposed motion;
- (b) has been included in the Council agenda package; and
- (c) has been provided to Members in advance of the Council Meeting.

#### **4.7 Décision du conseil - par voie de résolution - arrêté municipal**

La Corporation prend des décisions et s'exprime au moyen de l'adoption de résolutions et de la promulgation d'arrêtés municipaux. Aucun acte entrepris ni décision prise par le conseil n'est valide à moins que l'acte ou la décision ne soit autorisé ou adopté en vertu d'un arrêté municipal ou d'une résolution au cours d'une réunion ordinaire ou extraordinaire du conseil.

#### **4.8 Résolutions, arrêtés municipaux - adoptés, édictés - vote majoritaire**

Sauf dispositions contraires du présent arrêté, les résolutions et les arrêtés sont adoptés et édictés par vote majoritaire.

#### **4.9 Proposition de révocation**

Une proposition de révocation peut être effectuée pour abroger ou annuler un arrêté, une politique, une résolution, ou une décision du conseil pourvu :

- (a) que l'arrêté, la politique, la résolution, ou la décision soit en vigueur; et
- (b) que l'arrêté, la politique, la résolution, ou la décision ait été effectué conformément aux exigences de la *Loi sur la gouvernance locale*.

##### **4.9.1 Proposition de révocation – avec avis**

Une proposition de révocation exige un vote majoritaire du conseil pourvu qu'un avis d'intention de révoquer ait été déposé auprès du greffier et que ledit avis :

- (a) énonce le contenu entier de la proposition présentée;
- (b) ait été inclus dans la trousse de l'ordre du jour du conseil; et
- (c) ait été remis aux membres avant la réunion du conseil.

**4.9.2 Motion to rescind – without notice**

A two-thirds vote of the entire membership of Council is required where notice of intention to rescind, made pursuant to subsection 4.9.1, has not been provided in advance of the Meeting.

**4.9.2 Proposition de révocation – sans avis**

Un vote des deux tiers du nombre total des membres du conseil est requis lorsqu'un avis d'intention de révoquer, donné conformément au paragraphe 4.9.1 n'a pas été remis avant la réunion.

**4.10 Reconsideration - any decision**

A motion to reconsider any action taken by Council may be made only during the same Meeting or at a recessed or adjourned session thereof. Such motion must be made by one of the prevailing sides, but may be seconded by any Member, takes precedence over all other motions, may be made at any time, requires a majority vote of the Members present and it shall be debatable. Nothing herein shall be construed to prevent any Member of Council from making or remaking the same or any other motion at a subsequent Meeting of Council.

**4.10 Réexamen - toute décision**

Une proposition visant le réexamen d'un acte entrepris par le conseil communal ne peut être présentée que pendant ladite réunion ou au cours d'une séance suspendue ou reportée. Une telle proposition doit être présentée par un membre qui a voté avec le camp qui l'a emporté, mais peut être appuyée par n'importe quel membre, a préséance sur toutes les autres propositions, peut être présentée en tout temps, exige un vote majoritaire des membres présents et fait l'objet de délibérations. Aucune disposition du présent arrêté n'a pour effet d'empêcher un membre du conseil communal de présenter ou de présenter de nouveau la même proposition ou toute autre proposition au cours d'une réunion ultérieure du conseil communal.

**4.11 Adjournment - due to hour**

A regular or special Meeting of Council shall adjourn no later than 10:00 p.m. and shall reconvene at such other day and time as Council by resolution may direct.

**4.11 Ajournement de la séance - en raison de l'heure tardive**

Une réunion ordinaire ou extraordinaire du conseil doit être levée à 22 h au plus tard et doit être convoquée de nouveau au jour et à l'heure précisés par le conseil par voie de résolution.

**4.12 Meeting - extension- not beyond 11:00 p.m.**

Notwithstanding section 4.11, Council may agree to an extension of a meeting beyond 10:00 p.m., but not beyond 11:00 p.m., if a majority of the Members agree to do so.

**4.12 Prolongation de la réunion: jusqu' à 23 h au plus tard**

Nonobstant l'article 4.11, le conseil peut convenir de prolonger la réunion jusqu' à 23 h au plus tard, lorsque la majorité des membres sont d'accord.

**4.13 Adjournment - Meeting not extended**

If a Council Meeting is still in session at 10:00 p.m., or if extended, at 11:00 p.m., the Clerk shall rise to notify Council and members of the public that the Meeting is adjourned and of the date and time to which the Meeting is adjourned.

**4.13 Ajournement de la réunion - non prolongée**

Lorsqu'une réunion du conseil est toujours en séance à 22 h ou lorsqu'elle est prolongée jusqu' à 23 h, le greffier doit soulever le point, avisant les membres du conseil et le public que la réunion est

levée et indiquer la date et l'heure fixées pour la reprise de la séance.

**4.14 Orders – authority - reserved - with Council**

No order or authority for the City or any of its employees to do any matter or thing shall be recognized as emanating from a Committee or Committee of the Whole, the authority of Committees and Committee of the Whole being limited to the making of recommendations to Council, provided, notwithstanding anything in this By-law to the contrary, a Committee shall have the authority to direct employees to report to it on any matter within that Committee's jurisdiction as set forth in this By-law.

**4.15 Recording - permitted - exception – closed Meetings**

Council and Committee of the Whole Meetings which are not closed to the public may be recorded by the Clerk or their designate as a means of assisting in the preparation of the minutes of that Meeting.

**4.16 Recording - broadcasting - permitted – conditions**

Council and Committee of the Whole Meetings which are not closed to the public in accordance with this By-law may be recorded and/or broadcast provided this is done in a manner that does not interfere with the proceedings at the Meeting.

**4.17 Amendment – repeal - majority vote - required**

This By-law may be amended or repealed by a majority vote of the Whole of Council.

**4.14 Ordonnances – autorité - décisions en délibéré au sein du conseil municipal**

Aucune ordonnance ou autorité visant l'exécution d'un acte, au nom de la Corporation et de ses employés, ne peut émaner d'un comité ou du Comité plénier, l'autorité investie aux comités et au Comité plénier étant limitée à la formulation de recommandations à l'intention du conseil, pourvu que, nonobstant toute disposition contraire prévue au présent arrêté, le comité soit investi de l'autorité de charger ses employés à lui faire un compte rendu relatif à toute question relevant de la compétence de tel comité, tel que le précise le présent arrêté.

**4.15 Enregistrement sonore - autorisé – exceptions - réunions à huis clos**

Le greffier ou son représentant peut enregistrer les réunions du conseil et du comité plénier qui ne sont pas tenues à huis clos afin de faciliter la rédaction du procès-verbal de lesdites réunions.

**4.16 Enregistrement sonore - diffusion - autorisé, conditions**

Les réunions du Conseil et du comité plénier qui ne sont pas tenues à huis clos conformément au présent arrêté peuvent être enregistrées et/ou diffusées à condition que cela se fasse d'une manière qui n'interfère pas avec les délibérations à la réunion.

**4.17 Modification - révocation - vote majoritaire - requis**

Le présent arrêté peut être modifié ou abrogé par un vote majoritaire du Conseil plénier.

## **Meeting**

### **5.1 First meeting – *Local Governance Act* - applicable**

The first Meeting of Council after a regular election shall be held no later than the fifteenth day in June following the Council's election.

### **5.2 First Meeting - date - place - fixed by Clerk**

The first Meeting of Council after a regular election shall be held at a time and place fixed by the Clerk.

### **5.3 Council business - regular Meetings - Mondays**

Except for the first Meeting in a term of Council, or as otherwise provided, regular Meetings of Council shall be held every other Monday for the purpose of transacting all business of Council, with the provision for a Council and/or Committee of the Whole Meeting as required on the alternate Monday. Business which was originally scheduled for a regular Council Meeting and is left unfinished or is to be reconsidered shall be scheduled for the next regular Council Meeting. A reduced meeting schedule for the summer months may be approved by Council by way of resolution.

### **5.4 Regular Meeting - location**

Unless otherwise specifically set out in the notice for a Meeting, all regularly scheduled Meetings of Council, shall be held in the Council Chamber on the second floor of City Hall, 15 Market Square, City of Saint John.

### **5.5 Special Meeting - other committee Meeting - location**

Special or closed Meetings of Council, Committee of the Whole and Meetings of other Committees

## **Réunion**

### **5.1 Première réunion - *la Loi sur la Gouvernance Locale* - applicabilité**

La première réunion du conseil convoquée après une élection ordinaire doit se tenir au plus tard le quinzième jour de juin à la suite de l'élection du conseil.

### **5.2 Première réunion, date, lieu, fixée par le greffier**

La première réunion du conseil convoquée après une élection ordinaire doit se tenir au lieu et à l'heure fixés par le greffier.

### **5.3 Activités du conseil - réunions ordinaires – les lundis**

À l'exception de la première réunion du conseil ou sauf disposition contraire, les réunions ordinaires du conseil doivent se tenir à la quinzaine, le lundi, et ont pour but la conduite de l'ensemble des affaires du conseil, avec la provision pour une réunion ordinaire du conseil et/ou du comité plénier comme exigé sur le lundi alternatif. Les points initialement à l'ordre du jour d'une réunion ordinaire du conseil qui ne sont pas réglés ou qui doivent être reconsidérés doivent figurer à l'ordre du jour de la prochaine réunion ordinaire du Conseil. Un horaire réduit des réunions pour les mois d'été peut être approuvé par le Conseil par voie de résolution.

### **5.4 Réunion ordinaire - lieu**

Sauf indication contraire dans l'avis d'une réunion, toutes les réunions périodiques du conseil sont tenues dans la salle du conseil, au deuxième étage de l'Hôtel de Ville, au 15 Market Square, Ville de Saint John.

### **5.5 Réunion extraordinaire - autres réunions de comités - lieu**

Les réunions extraordinaires ou à huis clos du conseil, du comité plénier et les réunions de différents comités formés en vertu du présent arrêté

created under this By-law shall be held at a place and time set out in the notice for the Meeting.

**5.6 Holiday - Meeting - following day - not Holiday**

If a regular Meeting falls on a Holiday, the Meeting shall be at the same hour on the following day not being a Holiday, unless otherwise determined by Council.

**5.7 Public Meeting – time – commencement**

Regular Meetings referred to at section 5.4 shall commence no earlier than 5:00 p.m. and no later than 7:00 p.m. as determined by the Clerk and set out in the notice for the Meeting.

**5.8 Public Meeting - notice**

The Clerk must give public notice of the time and place of a regular Council or Committee of the Whole Meeting by posting the meeting agenda on The City of Saint John website ([www.saintjohn.ca](http://www.saintjohn.ca)) the Friday before the date of the regular Meeting.

**5.9 Public Meeting - notice – cancellation - rescheduled**

The Clerk must give public notice of a cancelled or rescheduled Meeting or of the change of time or location by posting notice to the public on The City of Saint John website ([www.saintjohn.ca](http://www.saintjohn.ca)) at least twenty-four (24) hours before the date and time on which the Regular Council or Committee of the Whole Meeting was to have been held.

**5.10 Additional - subsequent Meeting- majority vote**

Council, by a majority vote of Members present at a regular Meeting of Council, may determine that a subsequent Meeting is to be held on a day or at a time different from that specified at sections 5.3, 5.6, and 5.7.

sont tenues au lieu et à l'heure fixés dans l'avis de la réunion.

**5.6 Jour férié - réunion le jour non férié suivant**

Si une réunion ordinaire tombe un jour férié, la réunion doit se tenir à la même heure le jour non férié suivant, à moins d'indication contraire du conseil.

**5.7 Réunion publique – heure - début**

Les réunions ordinaires auxquelles il est fait référence à l'article 5.4 doivent débuter au plus tôt à 17 h et au plus tard à 19 h, comme le définit le greffier et comme il est fixé dans l'avis de la réunion.

**5.8 Réunion publique - avis**

Le greffier doit donner un avis public de l'heure et du lieu d'une réunion ordinaire du conseil, ou du comité plénier, en affichant l'agenda de la réunion sur le site de web de The City of Saint John ([www.saintjohn.ca](http://www.saintjohn.ca)) le vendredi précédant la date de la réunion ordinaire.

**5.9 Réunion publique – avis – annulation - changement de date**

Le greffier doit donner un avis public qu'une réunion est annulée ou reportée, ou que l'heure ou le lieu de la réunion est modifié en affichant un avis destiné au public sur le site Web de The City of Saint John ([www.saintjohn.ca](http://www.saintjohn.ca)) au moins vingt-quatre (24) heures avant la date et l'heure auxquelles la réunion ordinaire du conseil, ou du comité plénier devait se tenir.

**5.10 Supplémentaire - réunion subséquente - vote majoritaire**

Le conseil, par vote majoritaire des membres présents à une réunion ordinaire du conseil, peut décider de tenir une réunion subséquente à une date ou à une heure différente de ce qui est indiqué aux articles 5.3, 5.6, et 5.7.

**5.11 Audience - Council Meeting - restrictions**

Members of the public who constitute the audience in the Council Chamber during a Council Meeting:

- (a) shall provide their full name and undergo security screening conducted by authorized Security Personnel prior to entering the Council Chamber;
- (b) shall not address Council or approach the podium or the Council table without permission of the Presiding Officer;
- (c) shall maintain order and quiet,
- (d) shall not interrupt or interfere with the proceedings;
- (e) shall not display signs or placards;
- (f) shall not bring large bags or backpacks into the Council Chamber;
- (g) shall not bring or consume food or beverages in the Council Chamber, other than water; and
- (h) shall not bring any other Prohibited Items in the Council Chamber.

**5.12 Public member - expulsion - improper conduct**

Any person who does not comply with section 5.11 or who makes personal, impertinent, or slanderous remarks or who shall become boisterous while in the Council Chamber or addressing Council and refuses to apologize or withdraw their remarks when so directed by the Presiding Officer, or willfully obstructs the conduct of business, and refuses to desist when called upon to do so by the Presiding Officer, may be ordered by the Presiding Officer to leave the Council Chamber for that Meeting, and, if they refuse to do so, they may, on the order of the Presiding Officer, be removed from that Meeting. If necessary, the Presiding Officer shall seek the appropriate assistance from Security Personnel who shall carry out all orders and instructions given by the Presiding Officer for the

**5.11 Public - réunion du conseil - restrictions**

Les membres du public qui composent l'assistance dans la salle du conseil durant une réunion du conseil:

- (a) doivent fournir leur nom complet et se soumettre à une vérification de sécurité effectuée par le personnel de sécurité autorisé avant d'entrer dans la salle du Conseil;
- (b) ne peuvent s'adresser au conseil ni s'approcher du podium ou de la table du Conseil sans la permission du Président;
- (c) doivent maintenir l'ordre et le silence;
- (d) ne doivent pas interrompre ou gêner les délibérations;
- (e) ne doivent pas exhiber de panneaux ou d'affiches;
- (f) ne doivent pas apporter de grands sacs ou des sacs à dos dans la salle du conseil;
- (g) ne doivent pas apporter ni consommer de nourriture ou de boissons, autre que de l'eau, dans la salle du conseil; et
- (h) ne doivent pas apporter d'autres objets interdits dans la salle du conseil.

**5.12 Membre de l'assistance - expulsion - conduite inappropriée**

Toute personne qui ne se conforme pas à l'article 5.11 ou qui fait des remarques personnelles, impertinentes ou diffamatoires, ou qui devient turbulente alors qu'elle se trouve dans la salle du conseil ou qu'elle s'adresse au conseil communal et qu'elle refuse de s'excuser ou de retirer ses remarques lorsque le président du conseil le lui ordonne, ou qui intentionnellement entrave le déroulement des affaires et qui refuse de se désister lorsque le président du conseil le lui demande, peut se faire demander, par le président du conseil, de quitter la salle du conseil communal pour cette réunion, et si elle refuse, elle peut être renvoyée de la réunion sur l'ordre du président du conseil. Au besoin, le président du conseil doit obtenir l'aide appropriée du personnel de sécurité qui exécutera les ordres et directives donnés par le président du

purposes of maintaining order and decorum at the Council Meeting.

### **5.13 Regular Meeting – cancellation**

Except for the first Meeting of Council as specified in subsection 5.1, a regular Meeting may be cancelled:

- (a) by resolution adopted by a majority of Members, at a regular Meeting; or
- (b) upon the Written Consent of a majority of the Members if twenty-four (24) hour notice of cancellation is subsequently provided by the Clerk to each Member in accordance with the provisions of section 6.3, and also to the public in accordance with the provisions of subsection 5.9; or
- (c) where notice is not provided in accordance with the provisions of subparagraph (b), upon the Written Consent of two-thirds of the Members if notice of cancellation is subsequently provided by the Clerk to each Member in accordance with the provisions of section 6.3; and the Clerk endeavours to post notice of cancellation on the City of Saint John's website ([www.saintjohn.ca](http://www.saintjohn.ca)).

## **Special Meeting**

### **6.1 Summoned - by Mayor- at any time**

The Mayor may, at any time, through the City Clerk summon a special Meeting of Council.

### **6.2 Request to summon Council - by Clerk**

The Clerk, upon written request, including by email, of any three (3) Members shall summon a special Meeting for the purpose and at the time specified in the request.

### **6.3 Notice - 24 hours in advance - requirements**

Except as provided at sections 6.4 and 6.5, and upon authorization by the Mayor or Members responsible for calling the special Meeting, the Clerk must give at least a twenty-four (24) hour

conseil afin de maintenir l'ordre et le décorum de la réunion du conseil.

### **5.13 Réunion ordinaire - annulation**

À l'exception de la première réunion du conseil conformément à l'article 5.1, une réunion ordinaire peut être annulée:

- (a) par résolution adoptée par la majorité des membres, lors d'une réunion ordinaire; ou
- (b) avec le consentement écrit de la majorité des membres, si un avis d'annulation d'au moins vingt-quatre (24) heures est subséquemment donné à chaque membre par le greffier, conformément aux dispositions de l'article 6.3, ainsi qu'au public conformément à l'article 5.9; ou
- (c) lorsqu'un avis n'est pas donné conformément aux dispositions du sous-alinéa (b), avec le consentement écrit des deux tiers des membres, si un avis d'annulation est subséquemment donné à chaque membre par le greffier/la greffière, conformément à l'article 6.3; et que le greffier tente d'afficher l'avis d'annulation sur le site Web de The City of Saint John.

## **Réunion Extraordinaire**

### **6.1 Convoquée par le maire - en tout temps**

Le maire peut, en tout temps, par l'intermédiaire du greffier, convoquer une réunion extraordinaire du conseil.

### **6.2 Demande de convocation – par le greffier**

Le greffier peut, sur demande écrite, y compris par courriel, de trois (3) membres du conseil convoquer une réunion extraordinaire dont le but et l'heure sont précisés dans la demande.

### **6.3 Avis - 24 heures à l'avance - exigences**

Sous réserve des articles 6.4 et 6.5, et avec la permission du maire ou des membres responsables d'avoir convoqué une réunion extraordinaire, le greffier doit donner un avis écrit d'au moins vingt-

notice in writing stating the date and hour of the Meeting and the purpose for which the Meeting was called, to each Member, either:

- (a) by leaving a copy of the notice with the Member;
- (b) by leaving a copy of the notice at the place of residence or business of the Member; or
- (c) by sending a copy to the Member's City email address.

#### **6.4 Emergency - prior notice - not required**

The notice requirement at section 6.3 shall not apply to a special Meeting summoned to deal with an emergency.

#### **6.5 Emergency - notice - method - location**

For an emergency Meeting the Clerk shall use their best efforts to give notice of the emergency Meeting and the purpose or purposes of the Meeting to each Member, either by email, verbally, or in writing, and notice shall be given as far in advance of the Meeting as practicable.

#### **6.6 Business - stated - in notice - other - prohibited**

No business other than that stated in the notice shall be considered at the special Meeting. Council may determine with the unanimous consent of the Members present to suspend this provision.

#### **6.7 Special Meeting - notice - public**

The Clerk must give public notice of the time and place of a special Meeting by posting notice of the meeting to the public on the City of Saint John's website ([www.saintjohn.ca](http://www.saintjohn.ca)) twenty-four (24) hours before the date and hour of the Meeting.

#### **6.8 Special Meeting – cancellation**

1. A special Meeting summoned pursuant to section 6.1, may be cancelled:

quatre (24) heures, indiquant la date et l'heure de la réunion et l'objectif visé par cette réunion, et ce, à chaque membre du conseil, soit :

- (a) en laissant une copie de l'avis au membre;
- (b) en laissant une copie de l'avis au lieu de résidence ou d'affaires du membre; ou
- (c) en envoyant une copie à l'adresse courrielle de la ville du membre.

#### **6.4 Urgence - avis préalable - aucune exigence**

L'obligation de donner un avis qui est stipulée à l'article 6.3 ne s'applique pas dans le cadre d'une réunion extraordinaire convoquée pour faire face à une urgence.

#### **6.5 Urgence – avis – moyen - lieu**

Dans le cadre d'une réunion d'urgence, le greffier doit faire tout son possible pour aviser chaque membre du conseil de la tenue d'une réunion d'urgence et de l'objectif ou des objectifs visés par la réunion, verbalement ou par écrit ou par courriel, et l'avis doit être donné à l'avance, dans un délai réalisable.

#### **6.6 Activités – précisées - dans l'avis - seulement**

Aucune affaire autre que celle qui est mentionnée dans l'avis ne doit être considérée lors de la réunion extraordinaire. Le conseil peut décider, avec le consentement unanime des membres présents, de suspendre cette disposition.

#### **6.7 Réunion extraordinaire – avis – public**

Le greffier doit donner un avis public de l'heure et du lieu d'une réunion extraordinaire en affichant un avis de la réunion, destiné au public, sur le site Web de The City of Saint John ([www.saintjohn.ca](http://www.saintjohn.ca)) vingt-quatre (24) heures avant la date et l'heure de la tenue de la réunion.

#### **6.8 Réunion extraordinaire - annulation**

1. Une réunion extraordinaire, convoquée en vertu de l'article 6.1, peut être annulée :

- (a) by the Mayor through the Clerk if notice of cancellation is provided by the Clerk to each Member in accordance with section 6.3, and also to the public in accordance with section 6.7; or
  - (b) where notice is not provided in accordance with subparagraph (a), by the Mayor through the Clerk upon the Written Consent of two-thirds of the Members if notice of cancellation is subsequently provided by the Clerk to each Member in accordance with the provisions of paragraphs 6.3.
2. A special Meeting, summoned pursuant to the provisions of section 6.2, may be cancelled:
- (a) upon the Written Consent of the petitioning Members if notice of cancellation is provided by the Clerk to each Member in accordance with section 6.3, and also to the public in accordance with section 6.7; or
  - (b) where notice is not provided in accordance with paragraph (a), upon the Written Consent of two-thirds of the Members if notice of cancellation is subsequently provided by the Clerk to each Member in accordance with section 6.3.
- (a) par le maire par l'entremise du greffier, si un avis d'annulation est donné à chaque membre conformément à l'article 6.3, ainsi qu'au public conformément à l'article 6.7; ou
  - (b) lorsqu'un avis n'est pas donné conformément au sous-alinéa (a), par le maire par l'entremise du greffier, avec le consentement écrit des deux tiers des membres, si un avis d'annulation est subséquemment donné à chaque membre par le greffier, conformément à l'article 6.3.
2. Une réunion extraordinaire, convoquée conformément à l'article 6.2, peut être annulée:
- (a) avec le consentement écrit des membres requérants, si un avis d'annulation est donné à chaque membre par le greffier, conformément à l'article 6.3, ainsi qu'au public conformément à l'article 6.7; ou
  - (b) lorsqu'un avis n'est pas donné conformément au sous-alinéa (a), avec le consentement écrit des deux tiers des membres, si un avis d'annulation est subséquemment donné à chaque membre par le greffier, conformément à l'article 6.3.

## **Council Meetings**

### **7.1 Council Meetings – types**

There shall be the following types of Council Meetings: regular, special, and emergency.

### **7.2 Open to public – exception**

Unless a Meeting or portion thereof is closed to the public in accordance with the terms of applicable provincial legislation, a member of the public may be excluded or removed from a Council Meeting only for misconduct.

## **Réunions du Conseil**

### **7.1 Réunions du conseil – types**

Il existe les types de réunions du conseil suivants: ordinaire, extraordinaire, et d'urgence.

### **7.2 Ouvertes au public - exception**

À moins qu'une réunion ne soit à huis clos ou que le public ne soit pas admis à une partie de celle-ci conformément aux dispositions des lois provinciales applicables, un membre du public ne peut être exclu ou renvoyé de la réunion du conseil que pour mauvaise conduite.

### **7.3 Closed - reasons**

A Meeting shall not be closed to the public unless and until the Council has adopted a resolution to that effect, in compliance with the *Local Governance Act*.

### **7.4 Closed - compliance - statutory requirements**

Council proceedings and the record to be kept thereof are subject to the provisions of the *Local Governance Act*, including those provisions dealing with the obligations of Members of Council to vote when present; the circumstances in which the public may be excluded from a Meeting; the scope of decisions which may be made at a Meeting closed to the public, as well as the record which must be kept of such a Meeting and its availability to the public.

### **7.5 Electronic Participation**

#### 1. Requirements:

Provided the conditions set out at section 69 of the *Local Governance Act* are met, a Member may participate in any Council Meeting, Committee of the Whole Meeting, or other Council Committee Meeting by means of a telephone conference call or video conference.

#### 2. Quorum calls:

The Presiding Officer shall establish the presence of Quorum by roll call at the beginning of the Meeting and on demand of any Member. Such a demand may be made following the departure of any Member or following the taking of any vote for which the announced totals add to less than a Quorum.

#### 3. Obtaining the floor:

To seek recognition by the Presiding Officer, a Member shall address the Presiding Officer and state their own name.

### **7.3 Fermées au public - justification**

Une réunion ne doit pas être fermée au public à moins et jusqu' à ce que le conseil adopte une résolution à cet effet, laquelle doit être en conformité avec *la Loi sur la Gouvernance Locale*.

### **7.4 Fermées au public - conformité - exigences législatives**

Les délibérations du conseil et le dossier correspondant devant être tenu sont assujettis aux dispositions de la *Loi sur la gouvernance locale*, y compris les dispositions concernant l'obligation, de la part des membres du conseil, de voter lorsqu'ils sont présents; les circonstances selon lesquelles le public n'est pas admis à une réunion; la portée des décisions qui peuvent être prises lors d'une réunion privée, ainsi que le dossier qui doit être tenu d'une telle réunion et sa disponibilité pour le public.

### **7.5 Participation par voie électronique**

#### 1. Exigences:

Lorsque les conditions établies à l'article 69 de *la Loi sur la gouvernance locale* sont remplies, un membre peut participer à toute séance du conseil, à toute séance du comité plénier ou à toute séance d'un comité du conseil par conférence téléphonique ou par vidéoconférence.

#### 2. Vérification du quorum:

Le président du conseil procède à la vérification du quorum par appel nominal au début de la réunion et à la demande d'un membre. Une telle demande peut être effectuée à la suite du départ d'un membre ou à la suite de la tenue d'un vote où le total des votes est inférieur au quorum.

#### 3. Obtenir la parole:

Afin d'être reconnu par le président du conseil, un membre s'adresse au président du conseil et donne son nom.

4. Voting methods:  
Roll call votes will be taken only upon request by a Member of Council.
  5. Technical Malfunctions and Requirements:  
Each Member is responsible for their connection to the telephone conference call or video conference. No action shall be invalidated on the grounds that the loss, or poor quality, of a Member's individual connection prevented them from participating in the Meeting.
  6. Link interruptions:  
If there is an interruption in the communications' link to a Member who is participating electronically, the Presiding Officer may:
    - (a) decide on a short recess until it is determined whether or not the link can be re-established; or
    - (b) continue the Meeting and treat the interruption in the same manner as if a Member who is physically present leaves the meeting room.
  7. Forced disconnections:  
The Presiding Officer may direct a Member to disconnect or mute their connection to the telephone conference call or video conference if it is causing undue interference with the telephone conference call or video conference. The Presiding Officer's decision to do so, which is subject to an undebatable appeal that can be made by any Member, shall be announced and recorded in the minutes.
4. Modes de scrutin:  
Les votes par appel nominal ne seront effectués que sur demande d'un membre du Conseil.
  5. Défaillances techniques et exigences:  
Chaque membre est responsable de son branchement à la conférence téléphonique ou à la vidéoconférence. Aucune action ne sera annulée sous prétexte que la perte de branchement ou la mauvaise qualité du branchement d'un membre l'a empêché de participer à la réunion.
  6. Interruption de la voie de communication:  
Advenant le cas où il y aurait une interruption de la voie de communication avec un membre qui participe par voie électronique, le président du conseil peut:
    - (a) décider de prendre une courte pause jusqu'à ce qu'on détermine si la communication peut être rétablie; ou
    - (b) continuer la réunion et traiter l'interruption de la communication comme une situation où un membre qui est physiquement présent quitte la salle de réunion.
  7. Débranchement forcé:  
Le président du conseil peut demander à un membre d'interrompre le branchement si le branchement cause une perturbation excessive avec la conférence téléphonique ou la vidéoconférence. La décision du président du conseil d'agir ainsi, sujette à un appel qui ne peut être discuté et qui peut être fait par tout membre, doit être annoncée et inscrite au procès-verbal.

## **Quorum**

### **8.1 Quorum - present – Meeting – call to order**

When there are sufficient Members present to constitute a Quorum at the time set for the commencement of the Meeting or as soon thereafter as the Quorum is present, the Mayor, or if the Clerk has been advised that the Mayor will be absent or late, the Deputy Mayor, shall act as Presiding Officer and call the Meeting to order.

### **8.2 Mayor absent - Deputy Mayor - call to order - presiding**

In the event the Mayor does not attend within ten (10) minutes after the time appointed, the Deputy Mayor shall act as Presiding Officer and call the Members to order, and if a Quorum is present, preside during the Meeting or until the arrival of the Mayor.

### **8.3 Mayor - Deputy Mayor - absent - procedure**

In the absence of the Mayor and Deputy Mayor, if a Quorum is present within ten (10) minutes after the appointed time, the Clerk shall call the Meeting to order and a Presiding Officer shall be chosen, in accordance with section 12.3 of this By-law, from the Members present, who shall preside during the Meeting or until the arrival of the Mayor or Deputy Mayor.

### **8.4 Quorum - not present - in 30 minutes - adjournment**

If there is no Quorum within thirty (30) minutes after the time appointed for the Meeting, the Clerk shall record the names of all Members present at that time and the Meeting shall be deemed to be adjourned until the next regular Meeting, unless a special Meeting is called for that purpose in the meantime.

### **8.5 Adjournment - agenda – consideration - subsequent**

## **Quorum**

### **8.1 Quorum – présences – réunion – ouverture**

Lorsqu'un nombre suffisant de membres sont présents pour constituer le quorum au moment fixé pour le début de la réunion ou aussitôt après qu'un quorum est formé, le maire ou, lorsque le greffier est avisé que le maire sera absent ou en retard, le maire adjoint, assume la présidence et procède à l'ouverture de la réunion.

### **8.2 Absence du maire, maire adjoint, ouverture, présidence**

Dans le cas où le maire ne se présente pas à la réunion dans un délai de dix (10) minutes suivant l'heure précisée, le maire adjoint doit assumer la présidence, rappeler les membres à l'ordre et, lorsqu'un quorum est formé, présider la réunion ou présider jusqu'à l'arrivée du maire.

### **8.3 Maire – maire adjoint – absence – procédure**

En l'absence du maire et du maire adjoint, lorsqu'un quorum est formé à l'intérieur d'une durée de dix (10) minutes suivant l'heure fixée pour la réunion, le greffier doit ouvrir la réunion et un président du conseil est choisi, conformément à l'article 12.3, parmi les membres présents afin de présider la réunion ou de présider jusqu'à l'arrivée du maire ou du maire adjoint.

### **8.4 Quorum – absences –en 30 minutes – ajournement**

Si le quorum n'est pas formé à l'intérieur de trente (30) minutes suivant l'heure fixée pour la tenue de la réunion, le greffier doit inscrire les noms de tous les membres présents à ce moment et la réunion est présumée suspendue jusqu'à la prochaine réunion ordinaire, à moins qu'une réunion extraordinaire ne soit convoquée à ces fins entre-temps.

### **8.5 Ajournement - ordre du jour – examen – subséquent**

If Council is unable to meet for want of a Quorum, the agenda for that Council or Committee Meeting shall be considered at the next Council or Committee Meeting prior to consideration of the agenda for the subsequent Meeting, or it shall be the agenda for a special Meeting called for that purpose.

## **Agenda**

### **9.1 Agenda - Order of business**

The normal order of business for regular and special Meetings of Council shall be as set forth in the agenda prepared by the Clerk.

### **9.2 Agenda - Order of business - alteration**

A Member may, during a Council Meeting, request that items on the agenda be rearranged in order to conduct the business before Council more expeditiously.

### **9.3 Consent agenda – consideration of recommendations**

The consent agenda items of business are considered to be routine and do not require debate or discussion. The items listed will be disposed of with one unanimous motion. Items on the consent agenda for regular Meetings of Council may include the approval of minutes of previous Meetings, correspondence from citizens, groups and organizations and reports containing recommendations from the Clerk, from the Committee of the Whole, from other Committees, or from the Chief Administrative Officer or other Council appointees. Any of the items on the consent agenda will be transferred to the regular agenda for consideration and debate upon the request of any Member at the time of adopting the consent agenda.

Lorsque le quorum n'est pas atteint et que le conseil est donc incapable de se réunir, l'ordre du jour établi pour ladite réunion du conseil ou d'un comité sera examiné à la prochaine réunion du conseil ou du comité, avant que soit examiné l'ordre du jour de la réunion subséquente, ou ledit ordre du jour sera examiné au cours d'une réunion extraordinaire convoquée à ces fins.

## **Ordre du Jour**

### **9.1 Ordre du jour – points**

L'ordre habituel des délibérations de réunions ordinaires et extraordinaires du conseil doit correspondre à l'ordre du jour préparé par le greffier.

### **9.2 Ordre du jour – points – modification**

Un membre peut, au cours d'une réunion du conseil, demander la modification de l'ordre des points inscrits à l'ordre du jour afin de traiter plus expéditivement les dossiers présentés devant le conseil.

### **9.3 Résolutions en bloc, étude des recommandations**

Les questions soumises pour résolutions en bloc sont censées être de nature courante et ne requièrent aucun débat ni discussion. Les points inscrits seront traités au moyen d'une proposition unanime. Les points à l'ordre du jour des réunions ordinaires pour résolutions en bloc peuvent inclure l'approbation des procès-verbaux de réunions précédentes, la correspondance reçue des citoyens, des groupes et des organismes ainsi que les rapports formulant des recommandations présentés par le greffier, le Comité plénier, les autres comités ou l'administrateur en chef ou autre personne nommée par le conseil. Tout point à l'ordre du jour pour résolution en bloc sera porté à l'ordre du jour habituel aux fins d'examen et de débat sur demande déposée par tout membre au moment de l'adoption de l'ordre du jour pour résolutions en bloc.

#### **9.4 Headings - order - prepared by Clerk**

Promptly at the hour set by this By-law on the day of each regular Meeting, the Councillors, the City Clerk, Chief Administrative Officer, Chief Financial Officer, General Counsel, and Mayor shall take their regular seats in the Council Chamber, and the business of the Common Council shall be taken up for consideration and disposition. The Clerk shall prepare for the use of Members at all regular Meetings of Council, other than Committee of the Whole, an agenda under the following headings:

1. Call to Order;
2. Approval of Agenda;
3. Disclosures of Conflict of Interest;
4. Consent Agenda;
5. Members Comments;
6. Proclamation;
7. Delegations/Presentations;
8. Public Hearing(s);
9. Consideration of By-laws;
10. Submissions by Council Members;
11. Business Matters - Municipal Officers;
12. Committee Reports;
13. Consideration of Issues Separated from Consent Agenda;
14. General Correspondence;
15. Supplemental Agenda;
16. Committee of the Whole; and
17. Adjournment.

#### **9.5 Agenda and Agenda Packages**

The Clerk shall prepare for the use of the Members at all regular Council Meetings an agenda and Council agenda package, in electronic format, which shall include all items in respect of the agenda matters.

#### **9.6 Agenda package Delivery - to Members - prior to meeting**

#### **9.4 Titres – points – rédigés par le greffier**

À l'heure exacte précisée par le présent arrêté, le jour de chaque réunion ordinaire, les conseillers, le greffier, l'administrateur en chef, le directeur financier, l'avocat général et le maire prennent leur siège habituel dans la salle du conseil et les dossiers du conseil communal sont examinés et réglés. Le greffier doit rédiger, à l'intention des membres présents à toutes les réunions ordinaires du conseil, autres que les réunions du Comité plénier, l'ordre du jour selon les titres suivants:

1. Ouverture de la réunion;
2. Adoption de l'ordre du jour;
3. Divulgence de conflits d'intérêts;
4. Adoption de l'ordre du jour pour résolutions en bloc;
5. Commentaires présentés par les membres;
6. Proclamations;
7. Délégations et présentations;
8. Audiences publiques;
9. Étude des arrêtés municipaux;
10. Présentations par les membres du conseil;
11. Affaires municipales évoquées par les fonctionnaires municipaux;
12. Rapports présentés par les comités;
13. Étude des sujets écartés de l'ordre du jour pour résolutions en bloc;
14. Correspondance générale;
15. Ordre du jour supplémentaire;
16. Comité plénier; et
17. Ajournement

#### **9.5 Ordre du jour et trousse de documents**

Le greffier prépare pour les membres, l'ordre du jour de chaque réunion ordinaire du conseil ainsi qu'une trousse de documents sous forme électronique, qui doit inclure tous les éléments relatifs aux points inscrits à l'ordre du jour.

#### **9.6 Distribution de la trousse - aux membres - avant la réunion**

The Clerk shall use best efforts to ensure that copies of the Council agenda package for regular Meetings of Council are delivered in electronic format to each Member so that they are received in each case by 4:30 p.m. on the Thursday immediately preceding the regular Meeting.

Le greffier doit faire tout en son pouvoir pour s'assurer que les copies de l'ordre du jour et la trousse de documents relatifs aux réunions ordinaires du conseil sont distribuées sous forme électronique de manière à ce que chaque membre les reçoive avant 16 h 30 le jeudi précédant la réunion ordinaire.

**9.6.1 Correspondence –advanced distribution**

In the event that the Chief Administrative Officer determines that correspondence and any associated material, addressed to Council, a Committee, or the City Clerk's office, should be distributed to Members in advance of the distribution of the Council agenda package, no Member shall disclose the existence, the substance, or provide a copy of such correspondence and/or material prior to the Council agenda package in which it will be included, being available to the public pursuant to section 9.8.

**9.6.1 Correspondance – distribution avancée**

Dans l'éventualité où l'administrateur en chef estime qu'une correspondance et tout matériel connexe adressés au conseil, à un de ses comités ou au greffier devraient être distribués aux membres avant la distribution de la trousse de documents relative aux réunions du conseil, aucun membre ne divulgue l'existence, le contenu ni ne fournit une copie de ladite correspondance ou du matériel connexe avant que la trousse de documents relative aux réunions du conseil dans laquelle ils seront inclus ne soit mise à la disposition du public conformément à l'article 9.8.

**9.7 Agenda package made available – to officers and staff**

The Clerk shall use best efforts to ensure that electronic copies of the agenda package for regular Meetings of Council are made available to all City officers and staff who are to receive copies thereof as determined by the Chief Administrative Officer on the Thursday immediately preceding the Meeting.

**9.7 Mis à la disposition des dirigeants et des employés**

Le greffier, le jeudi précédant la réunion, fait tout en son pouvoir pour s'assurer que l'ordre du jour et la trousse de documents relatifs aux réunions ordinaires du conseil, sont transmis sous forme électronique à tous les dirigeants et employés de la Corporation qui doivent les avoir reçus, comme l'indique l'administrateur en chef.

**9.8 Agenda package made available – public**

The Clerk shall use best efforts to ensure that the agenda package for regular Meetings of Council is made available to the general public on the website of the City of Saint John by 4:30 p.m. on the Friday immediately preceding the regular Meeting.

**9.8 Disponibilité de la trousse – grand public**

Le greffier doit faire tout en son pouvoir pour s'assurer que l'ordre du jour et la trousse de documents relatifs aux réunions ordinaires du conseil sont mis à la disposition du grand public sur le site Web de la Ville de Saint John avant 16h30 le vendredi précédent la réunion ordinaire.

**9.9 Agenda package submissions – to Clerk – deadline**

**9.9 Propositions au greffier pour l'agenda– date et heure limite**

All submissions for inclusion on the agenda for regular Meetings of Council shall be submitted to the Clerk no later than 4:00 p.m. on the Wednesday immediately prior to the day on which the agenda package is to be distributed pursuant to sections 9.6 and 9.7.

Toute proposition devant être inscrite à l'ordre du jour des réunions ordinaires du conseil doit être remise au greffier avant 16h le mercredi précédant la date à laquelle l'ordre du jour et la trousse de documents y afférent doivent être distribués en vertu des articles 9.6 et 9.7.

**9.10 Agenda package submissions – to Clerk – past deadline**

- (a) Where the Clerk receives a submission for inclusion on the agenda past the deadline stipulated in section 9.9 and such submission is deemed by the Chief Administrative Officer to be a matter requiring Council's immediate consideration at its next regular Meeting, then the Clerk shall deliver copies of the submission to each Member as soon as possible and present it to the Council at the beginning of the regular Meeting and Council may vote to include the submission on the agenda.
- (b) Where Council votes to include a late submission on the agenda at the regular Meeting, the Clerk shall add the late submission as an item under the "Supplemental Agenda" heading on the agenda.

**9.10 Propositions au greffier pour l'agenda - après la date limite**

- (a) Lorsque le greffier reçoit une proposition devant être inscrite à l'ordre du jour à une date ultérieure à celle indiquée à l'article 9.9 et que l'administrateur en chef est d'avis que ladite proposition requiert l'attention immédiate du Conseil à sa prochaine réunion ordinaire, le greffier ou la greffière délivrera dès que possible une copie de ladite proposition à chaque membre et la présentera au Conseil au début de la réunion ordinaire et le Conseil peut voter pour ajouter ladite proposition à l'agenda.
- (b) Si, à la réunion ordinaire, le Conseil vote en faveur d'ajouter à l'ordre du jour une proposition soumise après la date limite, le greffier ajoutera ladite proposition sous l'entête «Ordre du jour supplémentaire » à l'ordre du jour.

**9.11 Special Meeting – preparation – requirements**

For special Meetings, the agenda shall be prepared as the Mayor, or in the case of a petition, the Clerk, may direct.

**9.11 Réunion extraordinaire – préparation – exigences**

L'ordre du jour des réunions extraordinaires est rédigé sous la direction du maire, ou dans le cas d'une pétition, selon les directives du greffier.

**9.12 Not delivered – on schedule – meeting valid**

Failure by the Clerk to meet any deadline set out herein shall not invalidate the Council Meeting or any proceedings thereat.

**9.12 Défaut de distribution en temps opportun – validité de la réunion**

Si le greffier ne respecte pas le calendrier établi par le présent arrêté, la réunion du conseil ou les délibérations n'en seront pas invalidées pour autant.

**9.13 Member Comments – Limitation**

During the "Members Comments" order of business on the agenda, each member may, one

**9.13 Commentaires présentés par les membres – limite**

time only and for a maximum of two (2) minutes, speak to make community announcements, congratulatory remarks, or acknowledgments, but they shall not raise business matters.

Durant la partie « Commentaires présentés par les membres » à l'ordre du jour, chaque membre peut intervenir une fois seulement et pour une durée maximale de deux (2) minutes, pour faire des annonces communautaires, pour offrir des félicitations ou des remerciements, mais il ne soulève pas d'affaires municipales.

#### **9.14 Statutory Public Hearing – Meeting**

A Public Hearing required under the *Community Planning Act* will be scheduled at a regular or special Meeting of Council.

#### **9.14 Audience publique – réunion**

Une audience publique requise en vertu de la *Loi sur l'urbanisme* sera convoquée lors d'une réunion ordinaire ou extraordinaire du conseil.

#### **9.15 Statutory Public Hearing – procedure**

Where a Public Hearing is required under the *Community Planning Act*, the Public Hearing shall follow the procedure described at Schedule “B”, which is attached to and forms part of this By-law.

#### **9.15 Audience publique – procédure**

Lorsqu'une audience publique est requise en vertu de la *Loi sur l'urbanisme*, l'audience suit la procédure décrite à l'annexe « B » qui est jointe au présent arrêté et qui est considérée comme en faisant partie.

### **Reports – Petitions – Communications from the Public**

### **Rapports, Pétitions, Communications du Public**

#### **10.1 Included on agenda - by Clerk**

On receipt of a petition intended for Council, the Clerk, at the direction of the Chief Administrative Officer, may include it as an item on the agenda for the next regular Meeting of Council for which the Clerk is accepting agenda items.

#### **10.1 Inscription à l'ordre du jour par le greffier**

Le greffier peut, sur réception d'une pétition destinée au conseil et sous la direction de l'administrateur en chef, l'ajouter comme point à l'ordre du jour de la prochaine réunion ordinaire du conseil pour laquelle le greffier accepte des points à l'ordre du jour.

#### **10.2 Public Reports - Planning Advisory Committee**

If a public Meeting has been scheduled at the direction of the Planning Advisory Committee prior to consideration of its report by Council, then all documents, staff reports, and plans shall be made available for viewing before and at such public Meeting of the Planning Advisory Committee.

#### **10.2 Rapports publics – Comité consultatif d'urbanisme**

Lorsqu'une réunion publique est convoquée par le comité consultatif d'urbanisme avant que le conseil ait étudié son rapport, toute la documentation, les rapports des employés et les cartes d'aménagement doivent être mis à la disposition du public avant et pendant la tenue de ladite réunion publique du Comité consultatif d'urbanisme.

### 10.3 Communications from the public

1. Communications from the public submitted to the Clerk and addressed to Council or a Committee:
  - (a) Except as otherwise stated in this By-law, all communications from the public that meet the requirements of this By-law are placed on the agenda and included in the agenda package and form part of the public record.
  - (b) All communications referred to at paragraph (a) are made available to Members and to the public prior to the Meeting at which they will be considered.
  
2. Requirements for communications from the public submitted to the Clerk and addressed to Council, or a Committee:  
All communications from the public shall be in writing and:
  - (a) be delivered in person or sent by mail or email;
  - (b) be addressed to Council, a Committee, or to the Clerk;
  - (c) be legible;
  - (d) be in a reproducible format;
  - (e) include the name and mailing address, and the telephone number or email address of the author; and
  - (f) not contain offensive language or subject matter, defamatory language, or unproven allegations.
  
3. Communications from the public to be referred to Chief Administrative Officer:  
Communications from the public that, at the Chief Administrative Officer's determination, relate to the following will not be placed on the agenda and will be

### 10.3 Communications du public

1. Les communications du public présentées au greffier, et adressées au conseil ou à un comité:
  - (a) Sauf indication contraire dans le présent arrêté, toute communication du public qui est conforme aux dispositions du présent arrêté est placée à l'ordre du jour et incluse dans la trousse de documents y afférent et fait partie des archives publiques.
  - (b) Toute communication mentionnée à l'alinéa (a) est mise à la disposition des membres et du public avant la réunion à laquelle est sera considérée.
  
2. Exigences relatives aux communications du public remises au greffier et adressée au conseil ou à un comité:  
Toute communication du public est faite par écrit et :
  - (a) est livrée en personne ou envoyée par la poste ou par courriel;
  - (b) est adressée au conseil, à un comité, ou au greffier;
  - (c) est lisible;
  - (d) est dans un format reproductible;
  - (e) inclut les nom et adresse postale, et le numéro de téléphone ou l'adresse courrielle de l'auteur; et
  - (f) ne contient pas de propos ou de sujets offensants, de propos diffamatoires, ou d'allégations non prouvées.
  
3. Communications publiques qui doivent être référées à l'administrateur en chef:  
Les communications du public qui sont reliées aux sujets qui suivent, comme l'indique l'administrateur en chef, ne seront pas incluses à l'ordre du jour et seront

referred to the Chief Administrative Officer for follow-up action:

- (a) Staff performance;
- (b) Labor relations;
- (c) Any legal matter or potential or ongoing legal proceedings; or
- (d) Solicitation of business.

Council or Committee shall be advised by email that the communication was not placed on the agenda.

4. Communications from the public not to be included on agenda:

Communications from the public that, at the Chief Administrative Officer's determination, relate to the following will not be placed on the agenda:

- (a) Matters which are not within Council's jurisdiction;
- (b) Matters which have been decided upon by Council; and
- (c) Matters which have been referred to staff for a report, until the matter is before Council or Committee.

Council or Committee shall be advised by email that the communication was not placed on the agenda.

5. Communications from the public requiring action or related to an item on the agenda:

Subject to paragraphs 10.3(3) and 10.3(4) and the agenda deadline stipulated at section 9.9, the Clerk will place communications requiring action by Council or Committee or related to an item of business before Council or Committee on the agenda that the Chief Administrative Officer determines is appropriate in relation to the subject matter of the communication. Communications related to an item of business before Council or Committee received after the agenda

référées à l'administrateur en chef pour des mesures de suivi :

- (a) La performance du personnel;
- (b) Les relations de travail;
- (c) Toute question juridique ou des poursuites judiciaires potentielles ou en cours; ou
- (d) La sollicitation commerciale.

Le conseil ou le comité concerné sera informé par courriel que la communication n'a pas été incluse à l'ordre du jour.

4. Communications publiques à ne pas inscrire à l'ordre du jour:

Les communications du public qui sont reliées aux sujets qui suivent, comme l'indique l'administrateur en chef, ne seront pas incluses à l'ordre du jour :

- (a) Les affaires qui ne relèvent pas du conseil;
- (b) Les affaires concernant lesquelles le conseil a pris une décision; et
- (c) Les affaires qui ont été référées au personnel, jusqu'à ce que l'affaire soit devant le conseil ou le comité.

Le conseil ou le comité concerné sera informé par courriel que la communication n'a pas été incluse à l'ordre du jour.

5. Communications du public nécessitant une action ou reliée à un point à l'ordre du jour:

Sous réserve des paragraphes 10.3(3) et 10.3(4) et de la date limite pour l'ordre du jour stipulée à l'article 9.9, le greffier inscrira à l'ordre du jour les communications nécessitant une action par le conseil ou le comité ou reliées à un point à l'ordre du jour devant le conseil ou le comité, si l'administrateur en chef indique que le sujet de la communication est approprié. Les communications reliées à un point à l'ordre du jour devant le conseil ou le comité qui sont reçues après la date limite stipulée à l'article 9.9 pourront être ajoutées à l'ordre

deadline stipulated in section 9.9 may be placed on the agenda at the Chief Administrative Officer's discretion. Communications unrelated to an item of business before Council or Committee received after the agenda deadline stipulated in section 9.9 may be included in a subsequent Meeting agenda at the Chief Administrative Officer's discretion.

6. Public communications and public record: Personal information and opinions in communications shall become part of the public record, unless the author of the communication requests the removal of their personal information when submitting it, or the Clerk determines that the release of personal information contravenes the *Right to Information and Protection of Privacy Act*, SNB 2009, c R-10.6, and amendments thereto.
7. Consideration of communications by city officer:
  - (a) If the Chief Administrative Officer determines that a City officer should consider any communication prior to a Meeting, the Clerk shall forward a copy of the communication to the appropriate City officer.
  - (b) If paragraph (a) applies, the City officer may submit a report directly to Council or the Committee in response to the communication.

#### **10.4 Submission received subsequent to a Public Hearing**

In the event submissions or representations are received subsequent to the conclusion of a statutorily mandated Public Hearing held by

du jour, à la discrétion de l'Administrateur en chef. Les communications sans rapport avec un point à l'ordre du jour qui sont reçues après la date limite stipulée à l'article 9.9 pourront être incluses à l'ordre du jour d'une séance ultérieure, comme l'indique l'administrateur en chef.

6. Communications publiques et archives publiques:

Toute information personnelle et opinion contenues dans les communications font partie des archives publiques, à moins que l'auteur de la communication demande que son information personnelle soit retirée lorsqu'il la présente ou si le greffier juge que la diffusion de l'information personnelle contrevient à la *Loi sur le droit à l'information et la protection de la vie privée*, L.N. B. 2009, ch. R-10.6 et les modifications afférentes.
7. Examen des communications par un dirigeant de la municipalité :
  - (a) Si l'administrateur en chef considère qu'un dirigeant de la municipalité devrait examiner une communication avant une séance, le greffier retransmet une copie de la communication au dirigeant de la municipalité concerné.
  - (b) Si l'alinéa (a) s'applique, le dirigeant de la municipalité peut soumettre un rapport directement au conseil ou au comité en réponse à la communication.

#### **10.4 Soumission reçue après une audience publique**

Advenant le cas où des soumissions ou des représentations sont reçues après la fin d'une audience publique mandatée par la loi tenue par le

Council, the Clerk shall retain those submissions or representations in the Clerk's records but not make them available to Members until Council's final decision on the subject matter of the Public Hearing, unless the General Counsel advises that providing such submissions or representations prior to Council's final decision is appropriate from a legal perspective and the author of such submissions or representations is advised by the Clerk of the foregoing direction.

conseil, le greffier conserve ces soumissions ou ces représentations dans les dossiers du greffier, mais ne les met pas à la disposition des membres jusqu'à ce que le conseil ait pris une décision définitive sur le sujet de l'audience publique, sauf si le avocat général avise que la présentation de telles soumissions ou représentations, avant que le conseil ait pris une décision définitive, est appropriée du point de vue juridique et que l'auteur desdites soumissions ou représentations est avisé par le greffier de la direction prise.

### **Delegations/Presentations – Public**

#### **11.1 Delegations/Presentations - request on agenda - prior notice**

When a member of the public or a representative of any group of persons seeks to address Council, they shall submit a request, in writing addressed to Mayor and Council, a Committee, or the Clerk prior to 4:00 p.m. on the Wednesday preceding the scheduled Council Meeting. The Clerk will include the request on the agenda of the next regular Meeting.

#### **11.2 Delegations/Presentations - permission to appear**

Upon considering the request to make a presentation or hear a delegation, Council may:

- (a) decline to hear the delegation/presentation; or
- (b) set a date, no earlier than the next regular Meeting, to hear the delegation/presentation; or
- (c) instruct the Clerk to schedule a mutually convenient time and date to hear the delegation/presentation.

### **Délégations et Présentations Publiques**

#### **11.1 Délégations et présentations – demandes inscrites à l'ordre du jour – préavis**

Lorsqu'un membre du public ou un représentant d'un groupe de personnes veut s'adresser au conseil, il doit présenter une demande par écrit adressée au maire et au conseil, à un comité ou au greffier avant 16 h le mercredi précédant une réunion ordinaire du conseil. Le greffier doit ajouter la demande à l'ordre du jour de la réunion ordinaire suivante.

#### **11.2 Délégations et présentations, permission accordée afin de se présenter**

Après avoir considéré la demande de présentation ou de présentation par une délégation, le conseil peut:

- (a) refuser d'entendre la délégation ou la présentation;
- (b) fixer une date, qui ne doit pas être antérieure à la réunion ordinaire suivante, pour entendre la délégation ou la présentation; ou
- (c) informer le greffier qu'il doit planifier une rencontre pour entendre la délégation ou la présentation dont la date et l'heure conviennent aux deux parties.

**11.3 Delegations and presentations - submission of materials**

When a member of the public or a representative of any group is scheduled to address Council, a copy of their presentation and any additional materials they wish to bring to Council's attention shall be submitted to the Clerk prior to 4:00 p.m. on the Wednesday preceding the scheduled Council meeting. This presentation and any other materials shall not include any unauthorized copyrighted content or any information deemed offensive, abusive, defamatory, or unlawful.

**11.4 Delegations and presentations - requested – at Meeting – two-thirds majority consent**

No member of the public or representative of any group of persons will be permitted to address Council without the prior consent of two-thirds of the total membership, other than persons entitled by statute to be heard or persons invited by notice authorized by Council, who have not been included in the agenda by the Clerk.

**11.5 Delegations and presentations – maximum duration - limitations**

Except with consent of Council, no member of the public, group of persons or organization shall address Council for more than ten (10) minutes, exclusive of the time required to answer questions put to them by Council.

**11.6 Delegations and Presentations - addressing Council**

Each member of the public or spokesperson on behalf of a delegation addressing the Council shall give their name and address. All remarks shall be addressed to the Council as a body and not to any Member thereof. No person, other than the person having the floor, shall be permitted to enter into any discussion without the permission of the

**11.3 Délégations et présentations – transmission du matériel**

Lorsqu'un membre du public ou un représentant d'un groupe doit s'adresser au conseil, une copie de la présentation et de toute autre information additionnelle qu'il désire porter à l'attention du conseil doit être soumise au greffier avant 16h le mercredi précédant la réunion prévue du conseil. Cette présentation et autre information ne doivent pas inclure de contenu non autorisé protégé par le droit d'auteur ni de matériel jugé offensant, abusif, diffamatoire ou illégal.

**11.4 Délégations et présentations - demandes - durant une réunions - consentement à la majorité des deux tiers**

Aucun membre du public ou représentant d'un groupe de personnes n'a le droit de s'adresser au conseil sans le consentement préalable de la majorité des deux tiers du nombre total des membres, à l'exception des personnes qui ont le droit d'être entendues ou des personnes qui ont été invitées par un avis autorisé par le conseil, que le greffier n'a pas inclus à l'ordre du jour.

**11.5 Délégations et présentations - durée maximale - restrictions**

Sauf sur consentement du conseil, un membre du public, groupe de personnes, ou organisation ne peut s'adresser au conseil pendant plus de dix (10) minutes, sans compter le temps nécessaire pour répondre aux questions que lui pose le conseil.

**11.6 Délégations et présentations - devant le conseil**

Tous les membres du public ou les porte-parole d'une délégation qui s'adressent au conseil doivent donner leur nom et leur adresse. Toutes les remarques doivent être adressées au conseil en tant qu'organisme et non à l'un de ses membres en particulier. En aucun cas une personne, autre que celle qui a la parole, a le droit de participer à une discussion sans la permission du président du

Presiding Officer. No question shall be asked except through the Presiding Officer.

### **11.7 Delegations and presentations - finalization of matters**

Finalization of matters presented by a delegation shall not be dealt with until after all items on the agenda have been dealt with.

### **Roles – Mayor, Deputy Mayor, Presiding Officer, and Councillors**

#### **12.1 Role of the Mayor - preside and provide leadership**

The Mayor shall;

- (a) preside at all Meetings of Council, except as provided for otherwise in this By-law;
- (b) provide leadership to Council;
- (c) communicate information and recommend actions to Council for the improvement of the municipality's finances, administration and government;
- (d) speak on issues of concern to the municipality on behalf of Council; and
- (e) perform any other duties conferred upon them by this By-law or any Act or by Council.

#### **12.2 Deputy Mayor - appointment - by election**

- (a) Within one (1) week following the certification of municipal election results, any Councillor- elect who wishes to be considered for appointment as Deputy Mayor shall submit to the Mayor a written request indicating their interest in the position.
- (b) The Mayor- elect shall, prior to the first regular Meeting of Council, conduct interviews with all Councillors- elect who have submitted an expression of interest in the Deputy Mayor position in accordance with subsection (a).

conseil. Toutes les questions doivent être posées par l'entremise du président du conseil.

### **11.7 Délégations et présentations - conclusion des activités**

La conclusion des activités présentées par une délégation ne doit pas être abordée avant que ne soient examinés tous les points à l'ordre du jour.

### **Rôles Assumés par le Maire, le Maire Adjoint, le Président du Conseil, et les Conseillers**

#### **12.1 Rôle du maire – présidence et leadership**

Le maire doit :

- (a) présider toutes les réunions du conseil, sauf disposition contraire du présent arrêté;
- (b) faire preuve de leadership dans ses rapports avec le conseil;
- (c) communiquer de l'information et recommander au conseil des mesures à prendre pour l'amélioration des finances, de l'administration et de la gouvernance;
- (d) s'exprimer sur des préoccupations de la municipalité au nom du conseil; et
- (e) s'acquitter de toutes autres fonctions qui lui sont conférées par le présent arrêté, par toute autre loi ou par le conseil.

#### **12.2 Maire adjoint - nomination par voie d'élection**

- (a) Les conseillers élus peuvent exprimer leur intérêt à être nommés au poste de maire adjoint en soumettant une demande écrite au maire dans un délai d'une (1) semaine suivant la finalisation des résultats électoraux.
- (b) Avant la première réunion ordinaire du conseil, le maire élu passe une entrevue à tous les conseillers qui ont officiellement exprimé leur intérêt pour le poste de maire adjoint conformément à l'alinéa (a).
- (c) Lors de la première réunion ordinaire du conseil nouvellement élu, le maire

- (c) At the first regular Meeting of the newly elected Council, the Mayor shall nominate one (1) Councillor for appointment as Deputy Mayor for a term of four (4) years for Council's consideration.
- (d) In the event that Council votes down the Mayor's nominee, the Mayor shall submit an alternative nomination for Council's consideration.
- (e) In the event the Deputy Mayor voted in by Council becomes unable or unwilling to continue as Deputy Mayor at any time during their election term, the Mayor shall notify Council as soon as practicable, and the process to fill the vacancy shall comply with this section.

### **12.3 Mayor/Deputy Mayor – absence or inability to act**

In the absence or inability of the Mayor and Deputy Mayor to act, Council, by a majority vote, may appoint any other Member to act in the place of the Mayor.

### **12.4 Deputy Mayor - powers and duties**

In the absence or inability of the Mayor to act, or if the office of Mayor is vacant, the Deputy Mayor shall act in the place of the Mayor, and while so acting, they possess the powers and shall perform the duties of the Mayor as designated under the *Local Governance Act* and this By-law.

### **12.5 Councillors - responsibilities - participation and duties**

A Councillor shall;

- (a) consider the welfare and interests of the entire municipality when making decisions;
- (b) bring to the attention of Council matters that may promote the welfare or interests of the municipality;
- (c) participate in developing and evaluating the policies and programs of the municipality;

recommande au conseil un conseiller pour occuper le poste de maire adjoint pour un mandat de quatre (4) ans.

- (d) Si le conseil vote contre la personne recommandée par le maire, le maire recommande au conseil un autre conseiller pour le poste de maire adjoint.
- (e) Si le maire adjoint approuvé par le conseil à tout moment durant son mandat, devient incapable ou refuse de continuer à exercer ses fonctions, le maire doit en informer le conseil dès que possible et la procédure pour remplir le poste se fait conformément au présent article.

### **12.3 Maire adjoint – absence ou incapacité d'agir**

En l'absence ou l'incapacité d'agir du maire et du maire adjoint, le conseil, par voie de vote majoritaire, peut nommer tout autre membre pour agir au nom du maire.

### **12.4 Maire adjoint – pouvoirs et devoirs**

En cas d'absence ou d'incapacité du maire, ou en cas de vacance de son poste, le maire adjoint le remplace et, pendant sa suppléance, celui-ci possède toutes les attributions et remplit toutes les fonctions du maire, comme le stipulent *la Loi sur la Gouvernance Locale* et le présent arrêté.

### **12.5 Conseillers – responsabilités – participation et devoirs**

Le conseiller doit:

- (a) tenir compte du bien-être et des intérêts de toute la municipalité lors de la prise de décisions;
- (b) porter à l'attention du conseil des questions qui peuvent promouvoir le bien-être ou les intérêts de la municipalité;
- (c) participer à l'élaboration et à l'évaluation des politiques et des programmes de la municipalité;

- (d) participate in Meetings of Council, Council committees and any other body to which they are appointed by Council; and
- (e) perform any other duties conferred upon them by this or any other act or by Council.

### **12.6 Presiding Officer – duties at meetings**

It is the duty of the Presiding Officer to:

- (a) open Meetings of Council by taking the chair and calling the Meeting to order;
- (b) receive and submit, in the proper manner, all written motions presented by Members;
- (c) put to a vote all questions which are regularly moved and seconded or necessarily arise in the course of proceedings;
- (d) determine what motions or amendments are in order, subject to an appeal to Council, and decline to put any motion or amendment before Council which they deem to be out of order or contrary to law;
- (e) state every question coming before Council, and announce the decision of Council on all subjects;
- (f) follow the Rules of Procedure and keep the Members, when engaged in debate, within the Rules of Procedure;
- (g) observe and enforce on all occasions order and decorum among the Members and the public;
- (h) call by name any Member persisting in breach of the Rules of Procedure and, subject to a majority vote of members present, order them to vacate the Council Chamber;
- (i) consider proclamations and announce them to the Council;
- (j) authenticate by their signature, when necessary, all by-laws, contracts, and other documents as required by statute or by-law or as authorized by Council resolution;

- (d) participer aux réunions du conseil, des comités du conseil et de tout autre organisme auquel il a été nommé par le conseil; et
- (e) s'acquitter de toutes autres fonctions qui lui sont conférées par le présent arrêté, par toute autre loi ou par le conseil.

### **12.6 Président du conseil: fonctions exercées au cours des réunions**

Le président du conseil doit:

- (a) ouvrir la réunion du conseil en assumant la présidence et convoquer la réunion;
- (b) accueillir et soumettre, de la manière adéquate, toutes les propositions présentées par les membres;
- (c) soumettre au vote toutes les questions qui sont habituellement proposées et appuyées ou qui surviennent nécessairement au cours des délibérations;
- (d) déterminer la recevabilité des propositions et des modifications, sous réserve d'un appel lancé au conseil et rejeter toute proposition ou modification dont est saisi le conseil qu'il juge irrecevable ou à l'encontre de la loi;
- (e) prononcer chaque question posée devant le conseil et annoncer la décision prise par le conseil sur toutes les questions;
- (f) suivre les règles de procédure et s'assurer que les membres respectent ces règles pendant le débat;
- (g) observer et maintenir en tout temps l'ordre et le décorum des membres et du public;
- (h) appeler par son nom tout membre qui persiste à violer les règles de procédure et, sous réserve de la majorité des voix des membres présents, lui ordonner de se retirer de la salle du conseil;
- (i) étudier les proclamations et les annoncer au conseil;
- (j) officialiser par sa signature, lorsqu'il s'avère nécessaire, tous les arrêtés municipaux, les contrats et les autres

- (k) respond to Council regarding Points of Order, when so requested by a Member or Members;
- (l) represent and support Council; and
- (m) if they consider it necessary because of grave disorder, to adjourn the sitting or suspend the sitting for a time to be named by them.

- documents exigés en vertu de la loi ou des arrêtés municipaux ou autorisés par résolution du conseil;
- (k) répondre aux questions posées à l'intention du conseil par un membre relativement à un rappel au règlement;
- (l) représenter et appuyer le conseil; et
- (m) dans le cas où il le juge nécessaire en raison de graves perturbations, ajourner ou suspendre la séance pour la durée qu'il précise.

## **Rules of Conduct - Debate**

### **13.1 Speaking- Presiding Officer**

The Presiding Officer may answer questions and may, if they wish, speak on a question, take a definite position, and endeavour to persuade Council to support that position, while continuing to chair the Meeting. The Presiding Officer will leave the chair if they wish to introduce a motion.

### **13.2 Speaking - order - determined - by Presiding Officer**

When two (2) or more Members wish to speak, the Presiding Officer shall name the Member who is to speak first.

### **13.3 Speaker - recognition – by Presiding Officer**

When a Member wishes to speak at a Council Meeting, they shall be recognized by the Presiding Officer before doing so. No Member will speak on any subject other than the subject in debate.

### **13.4 Speaking - twice only - exception - Council approval**

Members shall not speak more than twice on a motion except with the consent of the Presiding Officer.

## **Règles de Procédures: Débats**

### **13.1 Intervention du président(e) du conseil**

Le président du conseil peut répondre aux questions et, s'il le désire, intervenir dans une affaire, prendre une position définitive et tenter de persuader le conseil d'appuyer cette position, tout en continuant de présider la réunion. Le président du conseil quitter la chaise s'il veut présenter une proposition.

### **13.2 Intervention: le président du conseil détermine l'ordre**

Lorsque deux (2) ou plusieurs membres désirent intervenir, le président du conseil doit nommer le membre qui peut intervenir en premier.

### **13.3 Intervention: reconnaissance par le président du conseil**

Lorsqu'un membre désire intervenir au cours d'une réunion du conseil, il doit avoir été reconnu au préalable par le président du conseil. Aucun membre ne peut intervenir sur une question autre que celle qui fait l'objet d'un débat.

### **13.4 Interventions – deux seulement – exceptions - approbation du conseil**

Les membres ne peuvent intervenir que deux fois dans une proposition, sauf avec le consentement du président du conseil.

**13.5 Speaking - twice - all Members heard from**

No Member shall speak a second time unless all Members have had an opportunity to speak once.

**13.5 Interventions - deux fois - après tous les membres**

Aucun membre ne peut intervenir une deuxième fois à moins que tous les membres aient eu l'occasion d'intervenir une fois.

**13.6 Motion – Member making – additional 3 minutes**

Notwithstanding sections 13.3 through 13.5 inclusive, the Member who has made a motion (other than a motion for an amendment or a procedural motion) shall be allowed to close the debate for a maximum of an additional three (3) minutes after all other Members have been given an opportunity to speak.

**13.6 Proposition – par un membre – 3 minutes additionnelles**

Nonobstant les articles 13.3 à 13.5, inclusivement, le membre qui a présenté une proposition (autre qu'une proposition modificatrice ou une proposition procédurale) peut clore le débat pendant une durée supplémentaire maximale de trois (3) minutes, lorsque tous les autres membres ont eu l'occasion d'intervenir.

**13.7 Speaking - time limitation**

A Member shall speak for a maximum of three (3) minutes each time when speaking on a main motion and three (3) minutes each time when speaking on any amendment.

**13.7 Intervention: temps limité**

Un membre ne peut intervenir que pour une durée maximale de trois (3) minutes chaque fois qu'il intervient dans une proposition principale ou une modification.

**13.8 Question - put through - Presiding Officer**

A Member may ask a question of a previous speaker only through the Presiding Officer and the question must relate to the speaker's remarks but, in any event, a Member may ask a question of the Presiding Officer or of staff through the Presiding Officer prior to the motion being put to a vote.

**13.8 Question - posée au président du conseil**

Un membre ne peut adresser une question à un intervenant antérieur que par l'entremise du président du conseil et cette question doit être liée aux commentaires formulés par cet intervenant, mais de toute façon, un membre peut poser une question au président du conseil ou aux employés par l'entremise du président du conseil préalablement au vote sur la proposition.

**13.9 Motion - in debate - read - at any time**

Any Member may require the motion under debate to be read by the Clerk at any time during the debate.

**13.9 Proposition – pendant un débat – lecture – en tout temps**

Tout membre peut exiger que la proposition débattue soit lue par le greffier à tout moment durant le débat.

**13.10 Disturbance - disorderly conduct - prohibited**

No Member shall disturb the proceedings of Council or another Member by any disorderly conduct.

**13.11 Insults - offensive words - prohibited**

No Member shall use offensive words or insulting expressions in referring to Council, any other Member, any employee of the City, or any member of the public.

**13.12 Disobedience – rules - Presiding Officer - prohibited**

No Member shall disobey the Rules of Procedure or a decision of the Presiding Officer or of Council on a Point of Order or on the interpretation of the Rules of Procedure.

**13.13 Disturbance - leaving seat during vote - prohibited**

No Member shall leave their seat or make any noise or disturbance while a vote is being taken or until the result is declared.

**13.14 Interruption - speaker - prohibited - exception**

No Member shall interrupt a Member while speaking, except to raise a Point of Order or Question of Privilege.

**Question of Privilege – Point of Information/Order**

**14.1 Consideration - immediate**

Whenever a Question of Privilege or a Point of Order arises, it shall be considered immediately.

**13.10 Atteinte à l'ordre - inconduite - interdiction**

Aucun membre ne peut perturber les délibérations du conseil ou tout autre membre en raison de son inconduite.

**13.11 Insultes - mots offensifs - interdiction**

Aucun membre ne doit utiliser de mots injurieux ou d'expressions insultantes concernant le conseil, un membre du conseil, un employé de la Ville, ou un membre du public lorsqu'il s'adresse au conseil.

**13.12 Désobéissance – règles - président du conseil - interdiction**

Aucun membre ne peut désobéir aux règles de procédure ou aux décisions du président du conseil ou du conseil sur des rappels au règlement ou sur l'interprétation des règles de procédure.

**13.13 Désobéissance - quitter son siège pendant le vote - interdiction**

Aucun membre ne doit quitter son siège, faire du bruit ou déranger durant l'enregistrement d'un vote ou avant le dévoilement des résultats.

**13.14 Interruption - intervenant – interdiction - exceptions**

Aucun membre ne doit interrompre un autre membre alors que celui-ci parle, sauf pour invoquer un rappel au règlement ou une question de privilège.

**Question de Privilège – Question de Renseignement/Ordre**

**14.1 Examen - immédiatement**

Lorsqu'une question de privilège ou un rappel au règlement se présente, il faut en tenir compte immédiatement.

**14.2 Question of privilege - procedure - over all matters**

A Member may raise at any time a Question of Privilege, and a Question of Privilege shall take precedence over all other matters.

**14.3 Point of Information - answer - by Presiding Officer**

When a Point of Information is raised, the Presiding Officer shall answer the question or direct the question to the appropriate Member or staff member.

**14.4 Speaker - interruption - decision - Presiding Officer**

A Member may interrupt the person who has the floor to raise a Point of Order or a Point of Procedure when such Member feels that there has been a deviation or departure from the Rules of Procedure and upon hearing such Point of Order or Point of Procedure, the ruling of the Presiding Officer shall be final unless a challenge is made pursuant to sections 14.5 and 14.6. If a Member, while speaking, is called to order, they shall cease speaking until the question of order is determined, and, if in order, they shall be permitted to proceed.

**14.5 Presiding Officer- challenged – overruled - procedure**

Whenever a Member wishes to challenge the ruling of the Presiding Officer on a Point of Order, including a determination that a motion is out of order, they shall make a motion substantially as follows: “That the decision of the Presiding Officer be overruled.” Thereafter the question shall be put to Council and Council shall decide the matter, by majority vote of Members present, immediately without debate and this decision shall be final.

**14.6 Call to order - Member - decision to expel**

If any Member uses insulting or improper language to the Presiding Officer or any Member, and refuses to apologize or withdraw their remarks

**14.2 Question de privilège – ordre – préséance sur toutes les questions**

Un membre du conseil peut, en tout temps, soulever une question de privilège, et celle-ci a préséance sur toute autre affaire.

**14.3 Question de renseignement – réponse - Président du conseil**

Lorsqu’une question de renseignement est soulevée, le président du conseil doit répondre à la question ou la soumettre au membre ou à l’employé municipal approprié.

**14.4 Intervenant – interruption - décision – président du conseil**

Un membre peut interrompre la personne qui a la parole pour soulever un rappel au règlement ou un point de procédure lorsqu’il pense qu’il y a eu un écart ou une dérogation aux règles de procédure. Une fois que le président du conseil a entendu ce rappel au règlement ou ce point de procédure, sa décision est finale à moins qu’elle ne soit contestée en vertu des articles 14.5 et 14.6. Si un membre qui a la parole est rappelé à l’ordre, il doit cesser de parler jusqu’à ce que le rappel au règlement soit déterminé et, s’il est autorisé, il peut poursuivre.

**14.5 Président(e) - contestation - rejet - procédure**

Lorsqu’un membre souhaite contester une décision du président relativement à un rappel au règlement (y compris lorsqu’il est déterminé qu’une proposition est irrégulière), il doit présenter une proposition essentiellement comme suit: «Que la décision du président soit réformée» Par la suite, la question doit être présentée au conseil qui doit décider de l’affaire immédiatement au moyen d’un vote majoritaire des membres présents, et ce, sans en débattre, et la décision est finale.

**14.6 Rappel à l’ordre – membre - décision d’expulser**

Si un membre du conseil utilise un langage insultant ou inapproprié à l’endroit du président du

when so directed by the Presiding Officer, or willfully obstructs the conduct of business, and refuses to desist when called upon to do so by the Presiding Officer, they may be ordered by the Presiding Officer to leave the Council Chamber for that Meeting, and, if they refuse to do so, they may, on the order of the Presiding Officer, be removed; and on making an apology to the Presiding Officer and to any Member insulted by them, may by a majority vote of Council be permitted to resume their place at such Meeting.

## **Conflict of Interest**

### **15.1 Ethical standards - reporting conflicts**

Council Members shall be expected to maintain high ethical standards appropriate to their public office and shall be expected to report any conflict of interest, as required by the *Local Governance Act*.

### **15.2 Disclosure - file with Clerk – upon assuming office**

Upon assuming office, each Member shall file with the Clerk in the form prescribed, a statement disclosing any conflict of interest of which they have knowledge or should reasonably have knowledge; but a Member need not disclose particulars of their financial interest or the extent of any interest in any matter giving rise to a conflict of interest.

### **15.3 Disclosure of conflict - while in office**

A disclosure similar to that described at section 15.2 shall forthwith be made by each Member where a conflict of interest arises while they are in office.

### **15.4 Disclosure – to be filed with Clerk’s office**

Every disclosure of a conflict of interest filed shall be recorded and kept in a file by the Clerk, and that

conseil ou d’un autre membre, et qu’il refuse de s’excuser ou de retirer ses remarques lorsque le président du conseil le lui ordonne, ou qu’il entrave intentionnellement le déroulement des affaires et qu’il refuse de se désister lorsque le président du conseil le lui ordonne, le président du conseil peut lui donner l’ordre de quitter la salle du conseil dans le cadre de la présente réunion, et s’il refuse, il peut être renvoyé sur l’ordre du président du conseil; et en présentant des excuses au président du conseil et à tout membre qu’il a insulté, il peut, par vote majoritaire du conseil communal, être autorisé à reprendre sa place au sein de la réunion.

## **Conflit d’Intérêts**

### **15.1 Normes éthiques - signalement des conflits**

Les membres du conseil sont tenus d’observer des normes éthiques strictes qui conviennent à leurs fonctions officielles et de signaler tout conflit d’intérêts, comme l’exige la *Loi sur la Gouvernance Locale*.

### **15.2 Divulgence – dépôt au greffier au moment de l’entrée en fonction**

Chaque membre qui entre en fonction doit déposer auprès du greffier, sous la forme prescrite, un énoncé indiquant tout conflit d’intérêts dont il a connaissance ou dont il devrait raisonnablement avoir connaissance; mais un membre n’est pas tenu de révéler les détails de ses intérêts d’ordre financier ou l’étendue d’un quelconque intérêt dans n’importe quelle affaire donnant lieu à un conflit d’intérêts.

### **15.3 Divulgence des conflits - en fonction**

Une divulgation semblable à celle qui est décrite à l’article 15.2 doit être faite sans délai par chaque membre lorsqu’un conflit d’intérêts survient alors que celui-ci est en fonction.

### **15.4 Divulgence – dépôt au greffe**

Toute divulgation de conflit d’intérêts qui est déposée doit être consignée et conservée dans un

file shall be open during regular office hours for inspection or examination by any person qualified to vote under the *Municipal Elections Act*.

#### **15.5 Disclosure - during meeting**

Where a Member has a conflict of interest with respect to any matter in which the Council is concerned and they are present at a meeting of Council, a Committee of Council, or any other Meeting at which the business of Council is conducted and/or at which the matter is a subject of consideration they shall,

- (a) as soon as the matter is introduced, disclose that they have a conflict of interest in the matter; and
- (b) forthwith withdraw from the meeting room while the matter is under consideration or vote.

#### **15.6 Declaration of conflict - must not participate**

After making the declaration of conflict of interest, the Member must not attempt in any way, whether before, during, or after the Meeting, to influence the voting on any question in respect of the matter.

#### **15.7 Declaration - Clerk to record**

When a verbal declaration of conflict of interest is made;

- (a) the person recording the minutes of the Meeting must record the Member's declaration, the reasons given for it, and the times of the Member's departure from the meeting room and, if applicable, of the Member's return, and
- (b) the person presiding at the Meeting must ensure that the Member is not present at the Meeting at the time of any vote on the matter.

dossier par le greffier, et toute personne ayant droit de vote en vertu de *la Loi sur les élections municipales* a le droit de consulter ou d'examiner ce dossier.

#### **15.5 Divulgateion - au cours d'une réunion**

Lorsqu'un membre est en conflit d'intérêts relativement à toute affaire touchant le conseil et lorsqu'il assiste à une réunion du conseil, d'un comité du conseil, ou à toute autre réunion traitant des affaires du conseil et/ou l'affaire est mise à l'étude, il doit,

- (a) divulguer qu'il a un conflit d'intérêts dans l'affaire aussitôt que celle-ci est présentée; et
- (b) se retirer immédiatement de la salle de réunion pendant que l'affaire est à l'étude ou fait l'objet d'un vote.

#### **15.6 Déclaration de conflit d'intérêts - interdiction de participer**

Après avoir fait une déclaration de conflit d'intérêts, le membre ne doit pas tenter, de quelque façon que ce soit, avant, durant ou après la réunion, d'influencer le vote sur une question relative à l'affaire.

#### **15.7 Déclaration - inscription par le greffier**

Lorsqu'une déclaration verbale de conflit d'intérêts est faite;

- (a) la personne qui rédige le procès-verbal doit consigner la déclaration du membre, les raisons à l'appui de la déclaration et l'heure à laquelle le membre a quitté la salle de réunion et, le cas échéant, l'heure de son retour, et
- (b) le président de la réunion doit s'assurer que le membre dont il est question n'assiste pas à la réunion au moment de voter sur la question.

**15.8 Member required to withdraw - Quorum**

Where the number of Members who, by reason of the provisions of the *Local Governance Act*, are required to withdraw from a Meeting is such that at that Meeting the remaining Members are not of sufficient number to constitute a Quorum, notwithstanding any other general or special Act, the remaining Members shall be deemed to constitute a Quorum if there are not fewer than three (3).

**15.8 Exigence visant le retrait d'un membre - quorum**

Lorsque le nombre de membres qui, en raison des dispositions de *la Loi sur la Gouvernance Locale*, doivent quitter une réunion est tel que le nombre de membres restants à cette réunion n'est pas suffisant pour constituer le quorum, les membres restants sont considérés comme constituant le quorum s'ils sont au moins trois (3), et ce, nonobstant toute autre loi générale ou spéciale.

**Motions - Order**

**16.1 Moved - seconded - before debate - vote**

A motion shall have no standing and debate on it shall not commence until it has been moved and seconded and has been stated by the Presiding Officer as pending before the Council.

**Propositions – Ordre**

**16.1 Proposition et appui - avant un débat - vote**

Une proposition ne doit pas faire l'objet de discussion et aucun débat à son sujet ne peut être entamé jusqu'à ce qu'elle ait été présentée et appuyée et que le président du conseil ait déclaré qu'elle peut faire l'objet d'un débat.

**16.2 Withdrawal - at any time - before vote**

After a motion has been moved and seconded and stated by the Presiding Officer, it is in the possession of Council for consideration but, with the consent of the majority of Council and without debate, it may be withdrawn by the mover and seconder at any time before it has been voted on.

**16.2 Retrait - en tout temps - avant le vote**

Une fois qu'une proposition a été présentée, appuyée et soumise par le président du conseil, elle est prise en considération par le conseil, mais, avec l'appui de la majorité du conseil et sans aucun débat, elle peut être en tout temps retirée par l'auteur et l'appuyeur avant de faire l'objet d'un vote.

**16.3 Public - to be heard- motion only after Hearing**

If members of the public are to be heard on a matter, no motion shall be received until they have been heard.

**16.3 Public - droit de parole - proposition seulement à la suite d'une audience**

Dans le cas où le public avait droit de parole sur une question, aucune proposition ne peut être reçue avant que celui-ci n'ait été entendu.

**16.4 Motion Put - public participation - prohibited**

No further public participation on a matter will be allowed after the motion has been duly made and seconded.

**16.4 Proposition - participation du public - interdiction**

La participation du public sur une question ne sera pas permise après que la proposition ait été dûment présentée et appuyée.

### **16.5 Debate - amendment - permitted**

All motions which properly are before Council for consideration are open to debate and may be amended except as specifically provided elsewhere in this By-law.

### **16.6 In order - procedure**

When a motion has been moved and seconded and is being considered by Council, no motion shall be received except a motion:

- (a) to set the time to adjourn;
- (b) to adjourn the Meeting;
- (c) to lay the question on the table;
- (d) to put the previous question (close the debate);
- (e) to defer the question to a certain time or date;
- (f) to refer the question to some other person or group for consideration;
- (g) to amend the amendment; or
- (h) to amend the main motion;

which shall have precedence in the order in which they are named and as more particularly referred to in Schedule "A".

### **16.7 Adjourn - requirements**

A motion to adjourn:

- (a) shall not be amended or debated; and
- (b) shall always be in order except when a Member is speaking or the Members are voting.

### **16.8 Adjourn - time specified - amendable**

Notwithstanding section 16.7 where a motion to adjourn includes the time at which the adjourned Meeting will continue, that motion may be amended and debated as to that time.

### **16.5 Débat – modification - autorisation**

Toutes les propositions qui sont prises en considération par le conseil comme il se doit peuvent faire l'objet d'un débat et peuvent être modifiées, sauf dispositions contraires dans le présent arrêté.

### **16.6 Recevabilité – procédure**

Dans le cas où une proposition a été présentée, appuyée et est prise en considération par le conseil, aucune proposition ne peut être reçue, sauf s'il s'agit d'une proposition:

- (a) pour fixer l'heure d'ajournement;
- (b) pour lever la séance;
- (c) pour reporter la proposition;
- (d) pour mettre la question préalable aux voix (mettre fin au débat);
- (e) pour reporter la question à une autre heure et à une autre date;
- (f) pour soumettre la question à une autre personne ou à un autre groupe pour examen;
- (g) pour amender la modification; ou
- (h) pour modifier la proposition principale;

pour lesquelles la priorité est accordée selon l'ordre de présentation et plus particulièrement selon l'annexe «A».

### **16.7 Ajournement - exigences**

Une proposition d'ajournement:

- (a) ne doit pas être modifiée ni faire l'objet d'un débat; et
- (b) doit toujours être recevable, sauf lorsqu'un membre prend la parole ou que les membres procèdent au vote.

### **16.8 Ajournement - heure indiquée - modifiable**

Nonobstant l'article 16.7 selon laquelle une proposition d'ajournement stipule l'heure à laquelle la séance ajournée se poursuivra, cette proposition peut être modifiée et faire l'objet d'un débat relativement à l'heure en question.

**16.9 Proceed - beyond 10:00 p.m. - requirements**

Subject to section 4.12, a motion to proceed beyond the hour of 10:00 p.m.:

- (a) shall not be amended or debated; and
- (b) shall always be in order except when a Member is speaking or the Members are voting.

**16.10 Tabling Motion - requirements**

A motion to table a motion shall state a reason, always be in order and shall not be debatable. A motion to take up a tabled matter is not subject to debate or amendment. A motion that has not been taken from the table for six (6) months is deemed to be withdrawn.

**16.11 Put the Previous Question – requirements**

A motion to put the question:

- (a) shall not be amended or debated;
- (b) shall not be received in any Committee or in the Committee of the Whole; and
- (c) requires the affirmative vote of two-thirds of the Members present.

**16.12 Defer- certain time**

A motion to defer to a certain time or date:

- (a) shall be open to debate only as to advisability of postponement; and
- (b) may be amended as to the time or date to which the matter is deferred.

**16.9 Prolongation - plus tard que 22 h - exigences**

Sous réserve de l'article 4.12, une proposition visant à poursuivre la séance après 22 h :

- (a) ne doit pas être modifiée ni faire l'objet d'un débat; et
- (b) doit toujours être recevable, sauf lorsqu'un membre prend la parole ou que les membres procèdent au vote.

**16.10 Présentation d'une proposition - exigences**

Une proposition pour reporter une proposition doit énoncer une raison, toujours être recevable et ne pas faire l'objet d'un débat. Une proposition pour étudier une question qui a été reportée ne doit pas donner lieu à un débat ni à une modification. Une proposition qui a été reportée et n'a pas été étudiée depuis six (6) mois est considérée comme retirée.

**16.11 Évocation d'une question préalable – exigences**

Une proposition pour que les membres du conseil se prononcent sur la question:

- (a) ne doit pas être modifiée ni faire l'objet d'un débat;
- (b) ne doit pas être reçue par quelque comité que ce soit ou le comité plénier; et
- (c) nécessite le vote affirmatif des deux tiers des membres présents.

**16.12 Report - heure précise**

Une proposition pour reporter la séance à une autre heure ou à une autre date:

- (a) ne peut faire l'objet d'un débat qu'en ce qui a trait à la pertinence du report; et
- (b) peut être modifiée, mais seulement une modification de l'heure ou de la date à laquelle la proposition est reportée est possible.

### **16.13 Defer - indefinitely**

A motion to defer a pending resolution or by-law indefinitely, is debatable and requires a majority vote to adopt. Its effect is to dispose of the resolution or by-law without a direct vote on it. The resolution or by-law which is postponed indefinitely cannot be brought up again at the same meeting. There is no obligation to take the resolution up at a future meeting, but it can be raised at a future meeting.

### **16.14 Refer- requirements**

A motion to refer a matter under consideration to Committee of the Whole, a Committee, the Chief Administrative Officer, the General Counsel, the City Clerk, or as otherwise directed:

- (a) shall be open to debate only on the propriety of referring the question and may be amended; and
- (b) shall include the terms on which the motion is being referred and may include the time at which the matter is to be returned and whatever explanation may be necessary as to the purpose of the motion.

### **16.15 Amendment - requirement**

An amendment is a motion that the wording of another motion be changed before the vote on it is taken. The following main rules apply to amendments:

- (a) An amendment must be in one of these three (3) forms:
  - (i) to amend by inserting or adding text; or
  - (ii) to amend by striking out text; or
  - (iii) to amend by striking out text and inserting other text in its place.
- (b) An amendment is debatable and requires a majority vote to adopt.
- (c) An amendment must be germane (closely related to, or in some way involve) to the

### **16.13 Report - indéfiniment**

Une proposition pour reporter une résolution ou un arrêté en instance indéfiniment peut faire l'objet d'un débat et nécessite un vote majoritaire pour être adoptée. La conséquence d'une telle proposition consiste à rejeter la résolution ou l'arrêté sans procéder à un vote direct. La résolution ou l'arrêté qui est reporté indéfiniment ne peut être mentionné de nouveau au cours de la même réunion. Il n'est pas obligatoire d'aborder la résolution au cours d'une réunion future, mais il est possible de le faire.

### **16.14 Soumission - exigences**

Une proposition pour soumettre une affaire en délibération au comité plénier, à un comité, à l'Administrateur en chef, à l'avocat général, au greffier, ou autre:

- (a) ne peut faire l'objet d'un débat que relativement au bien-fondé de la soumission d'une question et elle peut être modifiée; et
- (b) doit inclure les conditions selon lesquelles la proposition est soumise et peut préciser l'heure à laquelle la proposition est reportée et les explications qui peuvent être nécessaires quant au but de la proposition.

### **16.15 Modification - exigences**

Une modification est une proposition pour que le libellé d'une autre proposition soit changé avant qu'un vote ne soit enregistré pour cette dernière proposition. Les principales règles suivantes s'appliquent aux modifications:

- (a) Une modification doit prendre l'une des formes suivantes :
  - (i) modifier en insérant ou en ajoutant du texte; ou
  - (ii) modifier en rayant du texte; ou
  - (iii) modifier en rayant du texte et en ajoutant un autre texte à la place.
- (b) Une modification peut faire l'objet d'un débat et nécessite un vote majoritaire pour être adoptée.

motion which it seeks to modify and shall not be directly contrary to the main motion.

(c) Une modification et la proposition visée par la modification doivent être germaines (étroitement liées ou reliées d'une quelconque façon) et la proposition ne doit pas être directement opposée à la proposition principale.

**16.16 Amendment - one at a time - limitation**

There may be up to two (2) amendments pending at the same time, while the resolution or by-law is on the floor:

- (a) a primary amendment (an amendment to the main motion);
- (b) a secondary amendment (an amendment to the amendment);
- (c) only one amendment at a time shall be presented to the main motion and only one amendment at a time shall be presented to an amendment.

**16.16 Modification - une à la fois - limite**

Pas plus de deux (2) modifications peuvent être en instance en même temps pendant que la résolution ou l'arrêté est sujet à débat :

- (a) une modification primaire (une modification à la proposition principale);
- (b) une modification secondaire (une modification à la modification);
- (c) une seule modification à la fois peut être apportée à la proposition principale et une seule modification à la fois peut être apportée à une modification.

**16.17 Amendment - put - reverse order - voting procedure**

The Presiding Officer shall put amendments in the reverse order to which they have been moved and when all amendments are voted upon, the Presiding Officer shall put the main motion, incorporating any adopted amendments.

**16.17 Modification – proposition - ordre inverse - procédures relatives au vote**

Le président du conseil doit présenter les modifications selon l'ordre inverse de leur adoption et lorsque toutes les modifications auront fait l'objet d'un vote, le président du conseil doit présenter la proposition principale en incluant toute modification ayant été adoptée.

**16.18 Introduction - without notice - leave**

Except as otherwise provided in this By-law, only the motions set out in sections 16.19 through 16.23 inclusive, may be introduced orally without notice and without leave.

**16.18 Introduction - sans préavis - autorisation**

Sauf dispositions contraires du présent arrêté, seules les propositions énoncées aux articles 16.19 à 16.23 inclusivement peuvent être présentées oralement sans avis et sans autorisation.

**16.19 Matter - on agenda**

A motion on any subject matter that appears on the agenda for that Meeting may be introduced orally without notice and without leave.

**16.19 Point - à l'ordre du jour**

Une proposition sur un sujet apparaissant à l'ordre du jour d'une réunion peut être présentée oralement sans avis et sans autorisation.

**16.20 Procedure - introduced orally**

Motions listed in section 16.6 may be introduced orally without notice and without leave.

**16.20 Procédure - proposition orale**

Les propositions énumérées à l'article 16.6 peuvent être présentées oralement sans avis et sans autorisation.

**16.21 Suspend - rules - regulations**

A motion to suspend the rules of this By-law may be introduced orally without notice and without leave.

**16.22 Point of Order - Procedure – Information - Privilege**

A motion on a Point of Order, Point of Procedure, Point of Information, or Question of Privilege may be introduced orally without notice and without leave.

**16.23 Other - routine - as required**

Other motions made upon routine proceedings as may be required for the observance of the proprieties of Council; the maintenance of the authority of Council; the arrangement of its proceedings; the correctness of its records; or the fixing of its Meetings or the dates and times of its Meetings, may be introduced orally without notice and without leave.

**16.24 Motion by Member – notice – to Clerk, Chief Administrative Officer and Mayor – time limitation**

A Member wishing to place an item on the agenda, other than a motion referred to in sections 16.19 through 16.23 inclusive, for consideration by Council shall deliver a motion, in writing, to the Clerk, the Chief Administrative Officer, and the Mayor, not later than 4:00 p.m. on the Wednesday in the week that immediately precedes the day of the Council meeting.

**16.25 Motion by Member - added in full to Council agenda package**

The motion mentioned at section 16.24 shall be added in full for inclusion in the agenda package for that Meeting of the Council.

**16.21 Suspension - règlements**

Une proposition visant à suspendre les règlements du présent arrêté peut être présentée oralement sans avis et sans autorisation.

**16.22 Rappel au règlement – procédure - renseignement - privilège**

Une proposition sur un rappel au règlement, un point de procédure, une question de renseignement, ou une question de privilège peut être présentée oralement sans avis et sans autorisation.

**16.23 Autre – usage - comme exigé**

Toute proposition faite sur des affaires courantes pouvant être requise pour le respect des bienséances du conseil; le maintien de l'autorité conféré au conseil; le remaniement de ses délibérations; l'exactitude de ses dossiers; ou l'établissement des réunions ou des dates et heures des réunions du conseil, peut être présentée oralement sans avis et sans autorisation.

**16.24 Proposition présentée par un membre - avis au greffier, à l'administrateur en chef et au Maire - délai**

Un membre qui souhaite inscrire un point à l'ordre du jour, autre qu'une des propositions présentées aux articles 16.19 à 16.23 inclusivement, aux fins d'étude par le conseil, doit remettre la proposition au greffier, à l'administrateur en chef, et au maire, avant 16h le mercredi de la semaine qui précède immédiatement le jour prévu de la tenue de la séance du conseil.

**16.25 Proposition présentée par un membre - inscription intégrante à l'ordre du jour**

La proposition mentionnée à l'article 16.24 est entièrement incluse dans la trousse de documents relatifs aux séances du conseil présentée aux membres dans la cadre de la présente séance du conseil.

**16.26 Motion by Member — in writing — template – mover — signature**

The motion mentioned at section 16.24 shall be submitted to the Clerk, the Chief Administrative Officer and the Mayor in writing using the prescribed Notice of Motion template attached as Schedule “D” which the Member will fill out to the best of their ability, providing as much background information as possible. The said Notice of Motion will bear the signature of the Member submitting the motion and be submitted in person or electronically, from the Member’s City email.

**16.27 Motion by Member — read into public record — no discussion or vote**

The Clerk shall place the Member’s motion on the Council agenda for the next Meeting of Council. At that Meeting, the Member will be provided an opportunity to read their motion into the public record. No discussion or vote on that motion shall take place during this meeting.

**16.28 Motion by Member — deferral to subsequent Meeting**

The Member’s motion mentioned at section 16.27 shall be deferred to the following Council Meeting agenda, at which time Council may debate and vote on the motion.

**Voting**

**17.1 Motion - multiple - distinct propositions**

When a motion under consideration contains two (2) or more distinct propositions, where any Member so requests the vote upon each proposition shall be taken separately.

**17.2 Motion - after all spoken - put by Presiding Officer**

**16.26 Proposition présentée par un membre - par écrit – formulaire – auteur – signature**

La proposition mentionnée à l’article 16.24 doit être soumise au greffier, à l’administrateur en chef et au maire par écrit en utilisant le formulaire intitulé Avis de proposition à l’annexe « D », que le membre remplira au meilleur de ses connaissances en procurant autant d’information que possible. Le formulaire d’Avis de proposition sera signé par le membre qui soumet l’Avis de proposition en personne ou électroniquement à partir du courriel de la ville du membre en question.

**16.27 Proposition présentée par un membre – lue dans le registre public – aucune discussion ou aucun vote**

Le greffier place la proposition présentée par un membre à l’ordre du jour de la prochaine séance du conseil. À cette séance, le membre en question a l’occasion de lire sa proposition dans le registre public. Aucune discussion n’a lieu et aucun vote n’est effectué sur ladite proposition lors de cette séance du conseil.

**16.28 Proposition présenté par un membre – reporté à la séance suivante**

La proposition présentée par un membre, mentionnée à l’article 16.27, est reportée à l’ordre du jour de la séance suivante du conseil à laquelle le conseil pourra débattre la proposition et un vote sur celle-ci pourra être effectué.

**Vote**

**17.1 Proposition – multiplicité - propositions distinctes**

Lorsqu’une proposition à l’étude contient deux (2) propositions distinctes ou plus et qu’un membre le demande, le vote sur chaque proposition sera effectué séparément.

**17.2 Proposition – à la suite de toutes interventions – par le président du conseil**

The Presiding Officer shall put a motion to a vote immediately after all Members desiring to speak on the motion have spoken.

Le président du conseil doit procéder à un vote sur une proposition immédiatement après que tous les membres désirant s'exprimer sur la proposition ont eu l'occasion de le faire.

**17.3 Motion - put to vote – speaking – prohibited**  
After a motion is put to a vote by the Presiding Officer, no Member shall speak to that motion.

**17.3 Proposition – vote – intervention – interdiction**  
Après que le président du conseil a tenu un vote sur la proposition, aucun membre ne peut s'exprimer sur ladite proposition.

**17.4 Motion – vote – required – unless disqualified**  
Unless disqualified to vote by reason of conflict of interest or otherwise upon a by-law, resolution, motion or for any other purpose, each Councillor present shall announce their vote openly and individually, and the Clerk shall record the decision, and no vote shall be taken by ballot or by any other method of secret voting, and every vote so taken is of no effect.

**17.4 Proposition – vote, exigences – sauf si le Conseiller est privé de voter**  
Sauf lorsqu'un conflit d'intérêts ou tout autre motif le prive du droit de voter sur un arrêté, une résolution ou une proposition ou sur toute autre question, chaque conseiller présent doit faire connaître publiquement et personnellement son vote qui doit être constaté par le greffier; le vote ne peut avoir lieu par bulletin ou par toute autre méthode garantissant l'anonymat; tout vote effectué dans ces conditions est nul et sans effet.

**17.5 Failure – to vote – deemed affirmative**  
Every Councillor present at a Meeting who is not disqualified from voting in accordance with section 17.4, shall be deemed to be voting in the affirmative for the motion if they fail to announce their vote.

**17.5 Défaut – vote – affirmatif**  
Tous les conseillers qui assistent à une réunion et qui ne sont pas privés du droit de vote, conformément à l'article 17.4, sont considérés comme ayant voté en faveur de la proposition s'ils négligent de faire connaître leur vote.

**17.6 Mayor - to have casting vote**  
The Mayor shall not vote except to have a casting vote in the event of a tie.

**17.6 Maire – voix prépondérante**  
Le maire ne vote pas sauf dans le cas du partage des voix, auquel cas il a voix prépondérante.

**17.7 Result - announced by Presiding Officer**  
The Presiding Officer shall announce the result of every vote.

**17.7 Résultats - annonce du président de la réunion**  
Le président du conseil annonce le résultat de chaque vote.

**17.8 Result – disagreement – immediate – vote recorded**  
If a Member disagrees with the announcement by the Presiding Officer of the result of any vote, they may object immediately to the Presiding Officer's

**17.8 Résultats – désaccord – immédiat – vote enregistré**  
Lorsqu'un membre est en désaccord avec l'annonce du résultat d'un vote émise par le président du conseil, il peut s'opposer

declaration and require that a Recorded Vote be taken.

**17.9 Recorded Vote - when requested - or required**

A Recorded Vote shall be taken when called for by any Member immediately prior or immediately subsequent to the taking of a vote or when required by law or under this By-law.

**17.10 Recorded Vote - order**

When a Recorded Vote is taken, all Councillors must vote unless disqualified by statute and any failure to vote by a Councillor who is not disqualified shall be deemed to be an affirmative vote.

**17.11 Names - votes - negative - position - recorded**

Unless required by any Member present, only the names of those who voted against a motion shall be entered in the minutes. The Members may request that the reasons for their “nay” vote be noted in the minutes.

**17.12 Majority - requirement – by by-law**

Whenever this By-law requires a vote of a simple majority of Council, the requirement shall be interpreted as meaning such majority of the Members who are present and qualified to vote on the matter provided that this By-law or a relevant statute does not specify differently.

**17.13 Greater than majority - required - Recorded Vote**

Whenever this By-law or any statute requires that a by-law be passed or any other action taken by a vote of two-thirds or any other fraction of Council greater than a majority, that vote shall be taken by Recorded Vote.

immédiatement à la déclaration du président et demander l’enregistrement du vote.

**17.9 Vote enregistré - sur demande - exigence**

On procède à l’enregistrement d’un vote lorsqu’un membre le demande immédiatement avant ou après la mise aux voix, lorsque la loi l’exige ou en vertu du présent arrêté.

**17.10 Vote enregistré - ordonnance de voter**

Lorsqu’on procède à l’enregistrement d’un vote, tous les conseillers doivent voter à moins d’être privés du droit de voter en vertu de la loi; tout défaut de voter par un Conseiller ayant le droit de voter, doit être considéré comme un vote affirmatif.

**17.11 Noms – votes – négatif - position - enregistrement**

À moins qu’un membre présent ne le demande, seuls les noms des personnes ayant voté contre une proposition figurent dans le procès-verbal. Les membres peuvent exiger que les raisons de leur vote négatif soient indiquées dans le procès-verbal.

**17.12 Majorité – exigences - en vertu d’un arrêté**

Lorsque le présent arrêté exige un vote à la majorité simple du conseil, l’exigence doit être interprétée comme signifiant une telle majorité des membres présents et ayant le droit de voter sur la question, à condition que le présent arrêté ou une ordonnance pertinente ne mentionne pas autre chose.

**17.13 Supérieur à la majorité – exigences - vote enregistré**

Lorsque le présent arrêté ou une ordonnance exige qu’un arrêté soit adopté ou qu’une mesure soit prise à la majorité des deux tiers des voix ou de toute autre fraction du conseil supérieure à une majorité, on doit procéder à l’enregistrement du vote.

**17.14 Greater than majority – required - financial policies**

Any change to the financial policies contained in Schedule “C” requires a two-thirds vote of the total membership of Council, unless the proposed changes are recommended by the Chief Financial Officer, in which case a majority vote of Council is required.

**17.15 Recorded Vote – minutes**

A Recorded Vote shall be entered in the minutes.

**Business**

**18.1 New business – consideration - requirements**

No Member shall present any matter to Council for its consideration at a Meeting unless:

- a) the matter appears on the agenda for that Meeting; or
- b) it is in accordance with sections 16.7 through 16.23 inclusive; or
- c) Council by two-thirds of the total membership of Council grants leave to include the matter on the agenda without prior notice.

**18.2 Motion - not on agenda - Presiding Officer - advised**

The Presiding Officer shall be advised of any motions proposed to be introduced which are not on the agenda and which do not come within sections 16.7 through 16.23 inclusive at the time of adoption of the agenda.

**18.3 Motion - not on agenda - staff request**

The Chief Administrative Officer, the General Counsel, the Chief Financial Officer, or the City Clerk may request that Council consider a matter not included in the agenda which calls for immediate and urgent consideration and Council, by a vote of two-thirds of the total membership of

**17.14 Supérieur à la majorité - requis- politiques financières**

Tout changement aux politiques financières contenues dans l’Annexe « C » nécessite un vote de des deux tiers de l’ensemble des membres du Conseil, sauf si les changements proposés sont recommandés par le Directeur des Finances, auquel cas un vote majoritaire du Conseil est requis.

**17.15 Vote enregistré — procès-verbal**

Un vote enregistré est inscrit au procès-verbal

**Activités**

**18.1 Nouvelles activités – examen - exigences**

Lors des réunions, aucun membre de doit présenter au conseil des questions aux fins d’examen à moins que:

- a) la question ne figure à l’ordre du jour de cette réunion;
- b) la question ne soit conforme aux articles 16.7 à 16.23 inclusivement; ou
- c) le conseil, par le deux tiers du nombre total de ses membres, n’autorise l’inclusion de la question à l’ordre du jour sans préavis.

**18.2 Proposition - non inscrite à l’ordre du jour – président du conseil - avis**

Au moment de l’adoption de l’ordre du jour, le président du conseil doit être avisé de la présentation des propositions ne figurant pas à l’ordre du jour et non comprises aux articles 16.7 à 16.23 inclusivement.

**18.3 Proposition: non inscrite à l’ordre du jour, demande du personnel**

L’administrateur en chef, l’avocat général, le directeur financier, ou le greffier peuvent demander que le conseil examine une question non incluse à l’ordre du jour et exigeant un examen immédiat et urgent, au moyen du vote des deux

Council, shall determine whether or not to consider this matter.

tiers du nombre total des membres du conseil qui détermineront l'examen ou non de cette question.

## **By-Laws – Reports – Resolutions – Contracts**

## **Arrêtés Municipaux, Rapports, Résolutions et Contrats**

### **19.1 Consideration – approval by General Counsel and Chief Administrative Officer**

All by-laws, resolutions, contracts, or other instruments shall, before presentation to the Council, have been approved as to form and legality by the General Counsel or their authorized representative, and shall have been examined and approved for administration by the Chief Administrative Officer or their authorized representative where there are substantive matters of administration involved.

### **19.1 Examen: approbation de l'avocat général et de l'administrateur en chef**

Avant d'être présentés au conseil communal, tous les arrêtés, résolutions, ententes contractuels et autres documents doivent avoir été approuvés, relativement à la forme et à la légalité, par l'avocat général ou son représentant autorisé et doivent avoir été examinés et approuvés aux fins d'application par l'Administrateur en chef ou son représentant autorisé lorsque des questions de fonds sur l'application sont soulevées.

### **19.2 Bylaws - 3 readings – same day not permitted**

Unless otherwise provided by statute, a by-law shall be adopted in both official languages and may not receive three (3) readings on the same day.

### **19.2 Arrêtés municipaux - 3 lectures - le même jour interdiction**

À moins d'indication contraire dans la loi, un arrêté doit être adopté dans les deux langues officielles, et il ne reçoit pas les trois (3) lectures le même jour.

### **19.3 Reports, resolutions – filed with City Clerk**

All reports and motions shall be filed with the City Clerk.

### **19.3 Rapports, résolutions: dépôt au greffe**

Tous les rapports et propositions doivent être produits au dossier du greffier.

## **Minutes**

## **Procès - Verbal**

### **20.1 Information - requirements - taken by Clerk**

The Clerk or their designate shall take minutes of each Council Meeting which minutes shall record, without note or comment:

- (a) the place, date, and time of Meetings;
- (b) the name of the presiding Member and the record of attendance of the Members and senior staff members;
- (c) the adoption of the minutes of prior Meetings, and if requested, correction; and
- (d) all resolutions, decisions and other proceedings of Council.

### **20.1 Renseignements – exigences – soumission au greffier**

Le greffier ou son représentant doit rédiger les procès-verbaux de chaque réunion du conseil et consigner sans notes ni commentaires :

- (a) le lieu, la date et l'heure des réunions;
- (b) les nom du président et les présences des membres et du personnel de gestion;
- (c) l'adoption du procès-verbal des réunions précédentes et, au besoin, la correction de ces derniers; et
- (d) toutes les résolutions, décisions et autres délibérations du conseil.

### **20.2 Previous meeting – not read aloud**

The minutes of the previous Meeting shall be presented to Council for approval subject to corrections of any errors found therein and shall not be read aloud.

### **20.3 Approval of minutes and Recommendations from Committee of the Whole**

The minutes of all regular Council and special Council Meetings shall be adopted at a regular Council Meeting. The minutes of a Committee of Council shall be approved at a Meeting of that Committee of Council and the recommendations from Committee of the Whole shall be considered for adoption at a regular Council Meeting.

### **20.4 Approval of Minutes - closed Meeting**

The minutes of any Meeting or portion of a Meeting of Council or a Committee of Council that was closed to the public shall be approved at the following closed Meeting of Council or Committee of Council. The minutes of any Meeting or portion of a Meeting of Council or a Committee of Council that was closed to the public pursuant to subsection 68(1) of the *Local Governance Act* shall not be open for inspection or examination by members of the public.

### **20.5 Public Record - closed Meeting**

A record of the closed Meetings shall be prepared and signed by the City Clerk containing only the following:

- (a) the type of matter under subsection 68(1) of the *Local Governance Act* that was discussed during the Meeting; and
- (b) the date of the Meeting.

### **20.2 Dernière réunion – pas de lecture vive**

Le procès-verbal de la dernière séance est présenté au conseil aux fins d’approbation, sous réserve d’une rectification des erreurs s’y trouvant et il ne doit pas être lu à voix haute.

### **20.3 Approbation du procès-verbal et recommandations du comité plénier**

Le procès-verbal de chaque réunion ordinaire ou extraordinaire du conseil doit être adopté à une réunion ordinaire du conseil. Le procès-verbal d’un comité du conseil doit être approuvé à une réunion dudit comité, et les recommandations du comité plénier seront examinées aux fins d’adoption lors d’une réunion ordinaire du conseil.

### **20.4 Approbation du procès-verbal – réunions à huis clos**

Les procès-verbaux de toute réunion ou de toute partie d’une réunion du conseil ou d’un comité du conseil qui était fermée au public doivent être approuvés lors de la prochaine réunion à huis clos du conseil ou du comité du conseil. Les procès-verbaux de toute réunion ou de toute partie d’une réunion d’un conseil ou d’un comité du conseil qui était fermée au public en application du paragraphe 68(1) de *la Loi sur la Gouvernance Locale* ne peuvent pas être consultés et examinés par les membres du public.

### **20.5 Archives publiques - réunions à huis clos**

Un registre des réunions à huis clos doit être préparé et signé par le greffier et doit contenir seulement ce qui suit :

- (a) le type de questions en vertu du paragraphe 68(1) de *la Loi sur la Gouvernance Locale* qui ont été discutées pendant la réunion; et
- (b) la date de la réunion.

## **Committees**

### **21.1 Establishment - standing Committees - as necessary**

Council may by by-law or resolution create such standing Committees as are necessary or expedient for the orderly and efficient handling of the affairs of the Corporation and shall establish generally or in detail the duties and responsibilities, composition, and duration of a Committee established.

### **21.2 Special Committee - appointment by Council**

Council may by resolution appoint a Special Committee to consider and report on a specific subject, project, or undertaking.

### **21.3 Chair - appointed - procedures - determined - Council**

When a Special Committee has been appointed by Council, Council shall:

- (a) name the Member of that Special Committee who is to act as Committee Chair, and in the absence of such direction the Committee shall appoint its own chair; and
- (b) shall determine whether or not the rules of procedure for Committee of the Whole apply to that Special Committee.

### **21.4 Work - report - complete - Committee dissolved**

When a Special Committee has completed its work and made its report to Council, that committee shall be deemed to be dissolved.

### **21.5 Mayor - ex-officio member - all committees**

The Mayor shall be ex-officio a member of all standing and Special Committees, has all the privileges of Committee membership, including the right to make motions and to vote but is not

## **Comités**

### **21.1 Création - comités permanents - au besoin**

Le conseil peut, par voie d'arrêté ou de résolution, créer des comités permanents jugés nécessaires au traitement ordonné et efficace des affaires de la Corporation, et doit établir, en général ou en détail, les tâches et responsabilités, la composition et la durée d'un comité nommé.

### **21.2 Comité spécial - nomination par le conseil**

Le conseil peut, par voie de résolution, nommer un comité spécial afin qu'il étudie un sujet, un projet, ou un engagement particulier et en fasse le compte rendu.

### **21.3 Président nomination – procédures – détermination - conseil**

Lorsqu'un comité spécial a été nommé par le conseil, le conseil doit :

- (a) nommer le membre dudit comité qui agira à titre de président du comité, et en l'absence de telles directives, le comité doit nommer son propre président/présidente; et
- (b) doit déterminer si les règles de procédure du comité plénier s'appliquent ou non au comité spécial.

### **21.4 Travaux – rapport – intégralité - dissolution du comité**

Lorsqu'un comité spécial a rempli son mandat et soumis son rapport final au conseil, ledit comité est considéré avoir été dissous.

### **21.5 Maire – membre d'office – tous les comités**

De par ses fonctions, le maire doit être membre de tous les comités permanents et spéciaux, posséder tous les privilèges des membres du comité, y comprise droit de faire des propositions et de voter,

counted in determining the number required for a Quorum or whether a Quorum is present.

**21.6 Committee Meetings - open to public**

All meetings of a Committee of Council shall be open to the public. Sections 7.3 to 7.4 inclusive shall apply if it is necessary to close a Committee Meeting or portion of a Committee Meeting to the public.

**Committee of the Whole – Procedure**

**22.1 Agenda package - prepared by Clerk**

The Clerk shall prepare an agenda package for all Committee of the Whole Meetings.

**22.2 Agenda package- delivery - to Members - prior to Meetings**

The Clerk shall use their best efforts to ensure that the agenda package for regular and special Meetings of Committee of the Whole are distributed in electronic format to each Member so that they will be received in each case on the Thursday of the week preceding the week of the Meeting.

**22.3 Agenda package - to officials - staff**

The Clerk shall use their best efforts to ensure that copies of the agenda package for regular and special Meetings of Committee of the Whole are distributed in electronic format to all City officials and staff, who are to receive copies thereof as determined by the Chief Administrative Officer, on the Thursday of the week preceding the week of the Meeting.

**22.4 Agenda package - not delivered on schedule - Meeting valid**

Failure by the Clerk to meet the schedule set out at sections 22.2 and 22.3 will not invalidate the

mais n'est pas compté dans la détermination du nombre requis pour un quorum ou s'il y a quorum.

**21.6 Réunions des comités – ouvertes au public**

Toutes les réunions d'un comité du conseil doivent être ouvertes au public. Les articles 7.3 à 7.4 inclusivement s'appliquent s'il s'avère nécessaire de fermer au public une réunion ou une partie d'une réunion d'un comité.

**Comité Plénier – Procédures**

**22.1 Ordre du jour - rédigé par le greffier**

Le greffier prépare un ordre du jour et une trousse de documents s'y afférent pour toutes les réunions du Comité plénier.

**22.2 Ordre du jour et trousse de documents - distribution préalable aux membres**

Le greffier fait tout son possible pour s'assurer que l'ordre du jour et la trousse de documents s'y afférent relatifs aux séances ordinaires, et extraordinaires du comité plénier sont distribués sous forme électronique à chaque membre de manière à ce qu'ils les reçoivent toujours le jeudi de la semaine précédant celle où se tiendra la séance.

**22.3 Ordre du jour - fonctionnaires et employés**

Le greffier doit faire tout son possible pour s'assurer que des copies de l'ordre du jour et de la trousse présentée aux membres dans le cadre des réunions ordinaires et extraordinaires du Comité plénier soient transmises sous forme électronique à tous les fonctionnaires et employés de la Corporation qui les recevront, comme l'a indiqué le directeur, le jeudi de la semaine précédant celle où se tiendra la réunion.

**22.4 Ordre du jour et trousse - défaut de distribution à temps - validité de la réunion**

Si le greffier ne respecte pas le calendrier établi aux articles 22.2 et 22.3, la réunion du Comité plénier

Committee of the Whole Meeting or any proceedings thereat.

ou les délibérations n'en seront pas invalidées pour autant.

**22.5 Agenda package - submission - filing deadline**

All submissions for inclusion in the agenda package for regular and special Meetings of Committee of the Whole shall be submitted to the Clerk not later than 4:00 p.m. on the Wednesday prior to the date of the Meeting.

**22.5 Ordre du jour – présentations - délai de dépôt**

Le greffier doit avoir reçu toutes les présentations à mettre à l'ordre du jour des réunions ordinaires et extraordinaires du Comité plénier au plus tard à 16 h le mercredi précédant la date de la réunion.

**22.6 Agenda - special Meetings - preparation**

For special Meetings of the Committee of the Whole, the agenda shall be prepared as the Committee Chair, or in the case of a petition, the Clerk, may direct.

**22.6 Ordre du jour - réunions extraordinaires - rédaction**

Dans le cadre des réunions extraordinaires du Comité plénier, l'ordre du jour est préparé selon les exigences du président du comité ou, dans le cas d'une pétition, du greffier.

**22.7 Chair - to preside - all meetings - voting authority**

The Mayor, and in their absence the Deputy Mayor, shall serve as the Chair of the Committee of the Whole. The Committee Chair, or in their absence, such other Member of the Committee as may be chosen by the Committee, shall preside at every Meeting and may vote on all questions submitted.

**22.7 Président – présidence – toutes les réunions – droit de vote**

Le maire ou, en l'absence du maire, le maire adjoint doit assumer la présidence du Comité plénier. Le président du comité ou, en l'absence du président, un autre membre du comité choisi par le comité doit présider chaque réunion et peut voter sur toutes les questions présentées.

**22.8 Vote - equal - deemed - negative**

In a case of an equal division of votes, the Committee chair shall not have a second or casting vote and the question shall be deemed to have been decided in the negative.

**22.8 Vote – égalité - négatif**

Dans le cas d'un partage égal des votes, le président du comité ne dispose pas d'un second vote ou d'une voix prépondérante et on doit juger que la question a fait l'objet d'une décision négative.

**22.9 Presiding Officer - powers - responsibilities**

Except as otherwise provided in this By-law, the Committee Member presiding at a Committee of the Whole Meeting, while presiding, shall have all of the powers and responsibilities of the Presiding Officer at a Meeting of Council.

**22.9 Président(e) du conseil – pouvoirs - responsabilités**

Sauf indications contraires du présent arrêté, le membre du comité présidant à une réunion du Comité plénier disposera, au moment où il préside, de tous les pouvoirs et responsabilités du président du conseil lors d'une réunion du conseil.

### **22.10 Quorum - majority of Members**

A Quorum of any Committee of the Whole shall be the majority of its members.

### **22.11 Meeting – day, time, and cancellation**

1. Unless otherwise provided by resolution at a regular Council Meeting, Meetings of the Committee of the Whole shall be scheduled prior to a regular Council Meeting commencing at a time to be set by the Clerk or on the Monday of the week when a regular Council Meeting is not being held.
2. A Committee of the Whole Meeting may be cancelled:
  - (a) by resolution adopted by a majority of the Committee of the Whole Members, at a regular Meeting of that Committee; or
  - (b) upon the Written Consent of a majority of the Members of the Committee of the Whole if twenty-four (24) hours' notice of cancellation is provided by the Clerk to each Member of the Committee of the Whole in accordance with the provisions of section 6.3 and also to the public in accordance with section 5.9; or
  - (c) where notice is not provided in accordance with the provisions of subparagraph (b), upon the Written Consent of two-thirds of the Members of the Committee of the Whole if notice of cancellation is subsequently provided by the Clerk to each Member of the Committee of the Whole in accordance with section 6.3; and the Clerk endeavours to post notice of cancellation on the City of Saint John's website ([www.saintjohn.ca](http://www.saintjohn.ca)).

### **22.10 Quorum - majorité des membres**

«Quorum» désigne la majorité des membres du Comité plénier.

### **22.11 Réunion – jour, heure, et annulation**

1. Sauf indications contraires introduites par résolution lors d'une réunion ordinaire du conseil, les réunions du Comité plénier sont fixées avant la tenue d'une réunion ordinaire du conseil à une date que fixera le greffier ou le lundi d'une semaine durant laquelle une réunion ordinaire n'est pas tenue.
2. Une réunion du Comité plénier peut être annulée :
  - (a) par résolution adoptée par la majorité des membres du Comité plénier, lors d'une réunion ordinaire de ce comité; ou
  - (b) avec le consentement écrit de la majorité des membres du Comité plénier, si un avis d'annulation d'au moins vingt-quatre (24) heures est donné à chaque membre du Comité plénier par le greffier, conformément à l'article 6.3, ainsi qu'au public conformément à l'article 5.9; ou
  - (c) lorsqu'un avis n'est pas donné conformément au sous-alinéa (b), avec le consentement écrit des deux tiers des membres du Comité plénier, si un avis d'annulation est subséquentement donné à chaque membre du Comité plénier par le greffier, conformément à l'article 6.3; et que le greffier tente d'afficher l'avis d'annulation sur le site de Web de la ville de Saint John ([www.saintjohn.ca](http://www.saintjohn.ca)).

**22.12 Special Meeting – called - by Chair**

A special Meeting of a Committee of the Whole may be called by the Committee Chair whenever they consider it necessary.

**22.13 Special Meeting - called - written request - majority**

The Committee Chair, or in the case of their neglect or failure, the Clerk, shall call a special Meeting of Committee of the Whole whenever three (3) Members of that Committee request in writing such a special Meeting.

**22.14 Special Meeting- Committee of the Whole - procedures**

The provisions of section 6, with necessary modifications, apply to special Meetings of Committee of the Whole.

**22.15 Business - procedure - exceptions**

The business of Committee of the Whole shall be conducted in accordance with the rules governing the procedure of Council, so far as they are applicable, except as otherwise set out in this section.

**22.16 Speaking – limitation**

There is no limit to the number of times a Member may speak to a motion in Committee of the Whole, however each time a Member speaks to a motion, they shall only speak for a maximum of three (3) minutes.

**22.17 Speaking - to motion – once - until all spoken**

A Member shall not speak more than once to a motion until every Member who desires to speak has spoken once in Committee of the Whole.

**22.18 Recorded vote - not required**

No recorded vote shall be required.

**22.12 Réunion extraordinaire - convoquée par le président**

Une réunion extraordinaire d'un Comité plénier peut être convoquée par le président du comité lorsqu'il le juge nécessaire.

**22.13 Réunion extraordinaire - convocation - demande par écrit - majorité**

Le président du comité ou, en cas de négligence ou de manquement du président, le greffier peut convoquer une réunion extraordinaire du Comité plénier lorsque trois (3) des membres de ce comité demandent par écrit la tenue d'une telle réunion.

**22.14 Réunion extraordinaire - Comité plénier, procédures**

Les dispositions de l'article 6 s'appliquent aux réunions extraordinaires du Comité plénier, avec les modifications nécessaires.

**22.15 Activités – procédures - exceptions**

Les activités du Comité plénier sont menées conformément aux règles régissant la procédure du conseil, dans la mesure où elles peuvent s'appliquer, sauf indications contraires du présent article.

**22.16 Intervention - limites**

Un membre peut s'exprimer sur une proposition autant de fois qu'il ou elle le veut en Comité plénier, toutefois chaque fois qu'un membre s'exprime sur une proposition, il ne s'exprimera que pour une durée maximale de trois (3) minutes.

**22.17 Intervention – proposition - une fois - jusqu'à ce que tous soient intervenus**

Un membre pourra s'exprimer à nouveau sur une proposition après que tous les membres qui veulent s'exprimer aient parlé une fois en Comité plénier.

**22.18 Vote enregistré: non exigé**

Aucun vote enregistré n'est exigé.

**22.19 Motion - to close debate - prohibited**

A motion to put the previous question shall not be permitted in Committee of the Whole.

**22.19 Proposition - mettre fin au débat - interdiction**

Une proposition visant à mettre la question précédente aux voix n'est pas autorisée en Comité Plénier.

**22.20 Chair - permitted a position - without leaving**

The Committee Chair or other presiding Member may take a definite position and endeavour to persuade the Committee of the Whole on that position without leaving the chair in Committee of the Whole.

**22.20 Président - autorisé à adopter une position - sans quitter la présidence**

Le président du comité ou un autre membre présidant peut adopter une position ferme et s'efforcer de persuader les membres du Comité plénier de cette position sans quitter la présidence du Comité Plénier.

**22.21 Point of Order - procedure - decision - chair**

When a Point of Order or a Point of Procedure is raised or when a Member is called to order in Committee of the Whole, the same procedure shall be adopted as in Council.

**22.21 Rappel au règlement - procédure - décision - président**

Lorsqu'un membre formule un rappel au règlement ou soulève une question de procédure, ou qu'il est rappelé à l'ordre au Comité plénier, la même procédure doit être adoptée comme elle l'est au conseil.

**22.22 Delegations - hearing of - rules**

When a person or a representative of any group is scheduled to address Committee of the Whole, a copy of the presentation and any additional materials they wish to bring the Committee's attention shall be submitted to the Clerk prior to 4:00 p.m. on the Wednesday preceding the scheduled Committee of the Whole Meeting. This presentation and other materials shall not include any copyrighted content or any material deemed offensive, abusive, defamatory, or unlawful.

**22.22 Délégations - intervention - règles**

Lorsqu'une personne ou le représentant d'un groupe doit s'adresser au Comité plénier, une copie de la présentation et de toute autre information qu'on désire apporter à l'attention du comité plénier doivent être soumis au greffier avant 16 h le mercredi précédant la réunion prévue du Comité plénier. Cette présentation et autre information ne doivent pas inclure de contenu protégé par le droit d'auteur ni de matériel jugé offensant, abusif, diffamatoire ou illégal.

**22.23 Delegation/Presentation - prior notice**

When a person or representative of any group of persons wishes to address Committee of the Whole they shall submit a request in writing to the Clerk, addressed to the Mayor and Council, prior to 4:00 p.m. on the Wednesday preceding a regular Council Meeting.

**22.23 Délégations et présentations - préavis**

Lorsqu'une personne ou le représentant d'un groupe de personnes veut s'adresser au Comité plénier, il doit présenter une demande par écrit au greffier, adressée au maire et au conseil, avant 16 h le mercredi précédant une réunion ordinaire du conseil.

**22.24 Address - no notice - majority consent - required**

No person or representative of a group of persons who has not received the prior consent of the Council or Committee of the Whole will be permitted to address the Committee without the consent of a majority of the Members of Council.

**22.25 Address - maximum duration**

Except with the majority consent of the Committee of the Whole, no person shall address the Committee for more than fifteen (15) minutes, exclusive of the time required to answer questions put to them by the Committee.

**22.26 New motion - notice - in writing - deadline**

A Member of Committee of the Whole wishing to introduce a motion, other than the type listed in sections 16.7 through 16.23 inclusive, for consideration by Committee of the Whole shall deliver the motion in writing to the Clerk by 4:00 p.m. on the Wednesday before the meeting of Committee of the Whole and shall provide the background associated with the item and the proposed motion.

**22.27 Report - to Council - all matters - recommendations**

Committee of the Whole shall report to Council on all matters connected with the duties imposed on it and all matters referred to it and shall recommend such action as it deems appropriate.

**22.28 Minutes - Committee of the Whole - taken by Clerk**

The Clerk or any City employee designated by the Clerk shall take minutes of the Committee of the Whole meetings.

**22.29 Open meetings - exception**

The provision of sections 7.2 through 7.4 inclusive, regarding closing Meetings to the public, apply to

**22.24 Adresse - aucun avis, consentement majoritaire - exigence**

Une personne ou le représentant d'un groupe de personnes qui n'a pas reçu de consentement préalable du conseil ou du Comité plénier ne peut s'adresser au comité sans obtenir le consentement de la majorité des membres du conseil.

**22.25 Adresse - durée maximale**

Sauf sur consentement majoritaire du Comité plénier, personne ne peut s'adresser au comité pendant plus de quinze (15) minutes, sans compter le temps nécessaire pour répondre aux questions que lui pose le comité.

**22.26 Nouvelle proposition – avis - par écrit - délai**

Un membre du Comité plénier qui veut présenter une proposition différente de celles énumérées aux articles 16.7 à 16.23 inclusivement aux fins d'examen par le Comité plénier doit présenter la proposition par écrit au greffier avant 16 h le mercredi précédant la réunion du Comité plénier et celle-ci doit comprendre des renseignements généraux relatifs à la question et à la proposition présentée.

**22.27 Rapport - à l'intention du conseil - toutes questions - recommandations**

Le Comité plénier doit faire rapport au conseil sur les questions liées aux tâches qui lui sont imposées et à toutes les questions qui lui sont transmises. Il doit également recommander des mesures lorsqu'il le juge approprié.

**22.28 Procès-verbal - Comité plénier - rédigé par le greffier**

Le greffier ou un employé de la Corporation nommé par le greffier rédige les procès- verbaux des réunions du Comité plénier.

**22.29 Réunions publiques - exceptions**

Les dispositions prévues aux articles 7.2 à 7.4, inclusivement, concernant la tenue de séances

regular and special Meetings of Committee of the Whole and except as permitted or provided in the *Local Governance Act*, Committee of the Whole Meetings shall be open to the public.

**22.30 Proceedings - adopted- confirmed - by Council - motion**

The recommendations of Committee of the Whole Meetings may be adopted by Council in a single motion and the passage of such motion shall be taken to confirm all of the proceedings taken in the Committee of the Whole meeting except for those matters dealt with or voted on separately.

**22.31 Recommendation - vote - requested**

A Member may request prior to the adoption of the Committee of the Whole report or recommendations that Committee recommendations be voted on separately and such a request shall not require the introduction of a motion.

**Enactment**

**23.1 Effective Date**

This By-law shall come into force on the date it receives 3<sup>rd</sup> reading.

**Repeal**

**24** A by-law of The City of Saint John enacted on the 3<sup>rd</sup> day of May, 2021 entitled “*By-law Number LG-15, A By-law Respecting the Procedures of the Common Council of The City of Saint John*” and all amendments thereto are repealed.

privées s’appliquent aux séances ordinaires et extraordinaires du comité plénier. De plus, les séances du comité plénier sont publiques, sous réserve de la *Loi sur la gouvernance locale*.

**22.30 Procédures – adoption – confirmation - par le conseil - proposition**

Les recommandations formulées lors des réunions du Comité plénier peuvent être adoptées par le conseil en une seule proposition et l’adoption d’une telle proposition doit être menée à bien pour confirmer toutes les délibérations du Comité plénier, à l’exception des questions traitées séparément ou qui ont fait l’objet d’un vote distinct.

**22.31 Recommandations – vote - demande**

Avant que ne soient adoptés le rapport ou les recommandations du Comité plénier, un membre peut demander que les recommandations soient soumises à un vote distinct et une telle demande ne requière pas la présentation d’une proposition.

**Entrée en Vigueur**

**23.1 Date d’entrée en vigueur**

Le présent arrêté entrera en vigueur à la date où il recevra la 3<sup>e</sup> lecture.

**Abrogation**

**24** L’arrêté de la ville de Saint John édicté le 3 mai, 2021 et intitulé « *Arrêté N° LG-15, Arrêté concernant le Règlement Intérieur du Conseil Communal de la Ville de Saint John* », ensemble ses modifications, est abrogé.

IN WITNESS WHEREOF the City of Saint John has caused the Corporate Common Seal of the said City to be affixed to this By-law the \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2026 and signed by:

EN FOI DE QUOI, la Ville de Saint John a fait apposer son sceau municipal sur le présent arrêté le \_\_\_\_\_ 2026, avec les signatures suivantes :

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Mayor/maire

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City Clerk/greffier

First Reading - April 7, 2026  
Second Reading - April 7, 2026  
Third Reading -

Première lecture - le 7 avril 2026  
Deuxième lecture - le 7 avril 2026  
Troisième lecture -

**SCHEDULE A**

**TABLE OF PRECEDENCE**

<p><b>1. MOTION TO SET THE DATE AND TIME OF THE NEXT MEETING</b></p> <ul style="list-style-type: none"> <li>- Requires a mover and a seconder</li> <li>- Requires, for adoption, a majority vote</li> <li>- May be debated, but only as to the date and time</li> </ul>	<ul style="list-style-type: none"> <li>• Ensure that those who must leave, know the time and place of the next Meeting</li> </ul>
<p><b>2. MOTION TO SET THE TIME TO ADJOURN</b></p> <ul style="list-style-type: none"> <li>- Requires a mover and a seconder</li> <li>- Requires, for adoption, a majority vote</li> <li>- May be debated, but only as to the time of the adjournment</li> </ul>	<ul style="list-style-type: none"> <li>• To limit the length of the Meeting</li> </ul>
<p><b>3. MOTION TO ADJOURN</b></p> <ul style="list-style-type: none"> <li>- Requires a mover and a seconder</li> <li>- Requires for adoption, a majority vote</li> <li>- May not be debated</li> </ul>	<ul style="list-style-type: none"> <li>• To terminate Meeting</li> </ul>
<p><b>4. MOTION TO RECESS</b></p> <ul style="list-style-type: none"> <li>- Requires a mover and a seconder</li> <li>- Requires a majority vote</li> <li>- Must not be debated</li> </ul>	<ul style="list-style-type: none"> <li>• Cooling off period</li> </ul>
<p><b>5. MOTION TO RAISE A QUESTION OF PRIVILEGE</b></p> <ul style="list-style-type: none"> <li>- Requires a mover only, who may interrupt another speaker</li> <li>- Requires no vote</li> <li>- Must not be debated</li> </ul>	<ul style="list-style-type: none"> <li>• Ventilation</li> <li>• Disorder in gallery</li> <li>• Any rights of Members</li> </ul>
<p><b>6. MOTION TO RAISE A POINT OF ORDER</b></p> <ul style="list-style-type: none"> <li>- Requires a mover only, who may interrupt another speaker</li> <li>- Requires no vote</li> <li>- Must not be debated</li> </ul>	<ul style="list-style-type: none"> <li>• To call attention</li> <li>• Failure to observe rules</li> </ul>
<p><b>7. MOTION TO LAY ON THE TABLE OR MOTION TO REMOVE FROM THE TABLE</b></p> <ul style="list-style-type: none"> <li>- Requires a mover and a seconder</li> <li>- Requires a majority vote</li> <li>- Must not be debated</li> </ul>	<ul style="list-style-type: none"> <li>• Consider immediately</li> </ul>
<p><b>8. MOTION TO PUT THE PREVIOUS QUESTION</b></p> <ul style="list-style-type: none"> <li>- Requires a mover and a seconder</li> <li>- Requires a two-thirds vote</li> <li>- Must not be debated</li> </ul>	<ul style="list-style-type: none"> <li>• To limit amendments and force a direct vote on the main motion</li> </ul>

<p><b>9. MOTION TO DEFER TO A DEFINITE DATE AND TIME</b></p> <ul style="list-style-type: none"><li>- Requires a mover and a seconder</li><li>- Requires a majority vote</li><li>- May be debated, but only as to the time</li></ul>	<ul style="list-style-type: none"><li>• Make way for more urgent business</li><li>• Cooling off period</li><li>• Postpone</li><li>• Way of determining support</li></ul>
<p><b>10. MOTION TO REFER (e.g. TO A STANDING OR SPECIAL COMMITTEE)</b></p> <ul style="list-style-type: none"><li>- Requires a mover and a seconder</li><li>- Requires a majority vote</li><li>- May be debated only on the propriety of the referral</li></ul>	<ul style="list-style-type: none"><li>• When additional information or discussion is needed</li></ul>
<p><b>11. MOTION TO AMEND</b></p> <ul style="list-style-type: none"><li>- Requires a mover and a seconder</li><li>- Requires a majority vote</li><li>- May be debated</li></ul>	<ul style="list-style-type: none"><li>• To add, delete, or substitute words in the main motion</li></ul>
<p><b>12. THE MAIN MOTION</b></p> <ul style="list-style-type: none"><li>- Requires a mover and a seconder</li><li>- Requires a majority vote</li><li>- May be debated</li></ul>	<ul style="list-style-type: none"><li>• The proposal before the meeting</li></ul>
<p><b>13. MOTION TO RESCIND</b></p> <ul style="list-style-type: none"><li>- Requires a mover and seconder</li><li>- Requires a majority vote when a notice of motion has been provided</li><li>- Requires a two-thirds vote when a notice of motion has not been provided to Council</li><li>- May be debated</li></ul>	<ul style="list-style-type: none"><li>• Annul a motion that has been passed</li></ul>

ANNEX A

TABLE DE PRÉCÉDENCE

<p><b>1. PROPOSITION POUR FIXER LA DATE ET L'HEURE DE LA PROCHAINE REUNION</b></p> <ul style="list-style-type: none"><li>- Requiert un auteur et un appuieur</li><li>- Pour que la proposition soit adoptée, le vote doit être majoritaire</li></ul>	<ul style="list-style-type: none"><li>• Pour assurer que les personnes devant s'absenter connaissent la date, l'heure et le lieu de la prochaine réunion</li></ul>
<p><b>2. PROPOSITION VISANT À FIXER L'HEURE DE L'AJOURNEMENT</b></p> <ul style="list-style-type: none"><li>- Requiert un auteur et un appuieur</li><li>- Pour que la proposition soit adoptée, le vote doit être majoritaire</li><li>- La proposition peut faire l'objet d'une discussion ne portant que sur l'heure de l'ajournement</li></ul>	<ul style="list-style-type: none"><li>• Pour limiter la durée de la réunion</li></ul>
<p><b>3. PROPOSITION D'AJOURNEMENT</b></p> <ul style="list-style-type: none"><li>- Requiert un auteur et un appuieur</li><li>- Pour que la proposition soit adoptée, le vote doit être majoritaire</li><li>- Ne doit pas faire l'objet d'une discussion</li></ul>	<ul style="list-style-type: none"><li>• Pour mettre fin à la réunion</li></ul>
<p><b>4. PROPOSITION DE PAUSE</b></p> <ul style="list-style-type: none"><li>- Requiert un auteur et un appuieur</li><li>- La proposition nécessite un vote majoritaire</li><li>- Ne doit pas faire l'objet d'une discussion</li></ul>	<ul style="list-style-type: none"><li>• Période de détente</li></ul>
<p><b>5. PROPOSITION POUR SOULEVER UNE QUESTION DE PRIVILÈGE</b></p> <ul style="list-style-type: none"><li>- Ne requiert qu'un auteur qui peut interrompre un autre intervenant</li><li>- Ne requiert aucun vote</li><li>- Ne doit pas faire l'objet d'une discussion</li></ul>	<ul style="list-style-type: none"><li>• Ventilation</li><li>• Désordre dans la tribune</li><li>• Tous les droits des membres</li></ul>
<p><b>6. PROPOSITION POUR FORMULER UN RAPPEL AU RÈGLEMENT</b></p> <ul style="list-style-type: none"><li>- Ne requiert qu'un auteur qui peut interrompre un autre intervenant</li><li>- Ne requiert aucun vote</li><li>- Ne doit pas faire l'objet d'une discussion</li></ul>	<ul style="list-style-type: none"><li>• Pour porter une question à l'attention des membres</li><li>• Défaut de se conformer aux règles</li></ul>

<p><b>7. PROPOSITION POUR SOUMETTRE UNE QUESTION OU PROPOSITION POUR RETIRER UNE QUESTION</b></p> <ul style="list-style-type: none"> <li>- Requier un auteur et un appuieur</li> <li>- La proposition nécessite un vote majoritaire</li> <li>- Ne doit pas faire l'objet d'une discussion</li> </ul>	<ul style="list-style-type: none"> <li>• Prendre en consideration immédiatement</li> </ul>
<p><b>8. PROPOSITION POUR QUE LES MEMBRES SE PRONONCENT SUR LA QUESTION PRÉCÉDENTE</b></p> <ul style="list-style-type: none"> <li>- Requier un auteur et un appuieur</li> <li>- Pour être adoptée, la proposition nécessite les deux tiers des votes</li> <li>- Ne doit pas faire l'objet d'une discussion</li> </ul>	<ul style="list-style-type: none"> <li>• Pour limiter les modifications et forcer un vote direct sur la proposition principale</li> </ul>
<p><b>9. PROPOSITION POUR REPORTER UNE QUESTION À UNE DATE ET À UNE HEURE PRÉCISES</b></p> <ul style="list-style-type: none"> <li>- Requier un auteur et un appuieur</li> <li>- La proposition nécessite un vote majoritaire</li> <li>- La proposition peut faire l'objet d'une discussion ne portant que sur la date et l'heure</li> </ul>	<ul style="list-style-type: none"> <li>• Faire place à des questions plus urgentes</li> <li>• Période de détente</li> <li>• Report</li> <li>• Façon de déterminer le soutien</li> </ul>
<p><b>10. PROPOSITION POUR TRANSMETTRE UNE QUESTION (p. ex. À UN COMITÉ PERMANENT OU À UN COMITÉ SPÉCIAL)</b></p> <ul style="list-style-type: none"> <li>- Requier un auteur et un appuieur</li> <li>- La proposition nécessite un vote majoritaire</li> <li>- Pourrait être seulement débattu sur la bienséance de la référence</li> </ul>	<ul style="list-style-type: none"> <li>• Lorsqu' il est nécessaire d'obtenir des renseignements supplémentaires ou de tenir d'autres discussions</li> </ul>
<p><b>11. PROPOSITION DE MODIFICATION</b></p> <ul style="list-style-type: none"> <li>- Requier un auteur et un appuieur.</li> <li>- La proposition nécessite un vote majoritaire.</li> <li>- Peut faire l'objet d'une discussion.</li> </ul>	<ul style="list-style-type: none"> <li>• Pour ajouter, supprimer ou substituer des mots dans la proposition principale</li> </ul>
<p><b>12. LA MOTION PRINCIPALE</b></p> <ul style="list-style-type: none"> <li>- Requier un auteur et un appuieur</li> <li>- La proposition necessite un vote majoritaire</li> <li>- Peut faire l'objet d'une discussion</li> </ul>	<ul style="list-style-type: none"> <li>• La proposition soumise à l'assemblée</li> </ul>
<p><b>13. PROPOSITION DE RÉVOCATION</b></p> <ul style="list-style-type: none"> <li>- Requier un auteur et un appuieur</li> <li>- La proposition nécessite un vote majoritaire lorsqu'un avis d'intention a été donné</li> <li>- La proposition nécessite le vote des deux tiers du nombre total des membres du conseil lorsqu'un avis d'intention n'a pas été donné au conseil</li> <li>- Peut faire l'objet d'une discussion</li> </ul>	<ul style="list-style-type: none"> <li>• Pour annuler une proposition qui a été adoptée</li> </ul>

## **SCHEDULE B**

### **PROCEDURE FOR STATUTORY PUBLIC HEARING**

1. Except for the Applicant, members of the public who wish to address Council during the Public Hearing must register using one of the following methods:
  - (a) Advanced Registration:
    - (i) The registrant must contact the Office of the City Clerk no later than 12:00 p.m. on the day of the Public Hearing to provide their first and last name and indicate their intention to address Council and specify whether they wish to speak in support of or in opposition to the proposal being considered by Council at the Public Hearing; or
  - (b) In-Person Registration:
    - (i) The registrant must provide their first and last name for inclusion on the speakers' list, located outside Council Chambers, on the second floor of City Hall, and specify whether they intend to speak in support of or in opposition to the proposal being considered by Council at the Public Hearing.
    - (ii) In-person registration opens thirty (30) minutes prior to the Council Meeting where the Public Hearing will take place being Called to Order and closes five (5) minutes prior to that same Meeting being Called to Order.

During the registration process, the registrant's contact information may be requested. Failure to provide contact information may limit Council's ability to follow up with the registrant.

2. Any presentation materials, including audiovisual components and handouts intended for Council's consideration at the Public Hearing shall be submitted to the Clerk no later than 4:00 p.m. on the Wednesday preceding the Public Hearing. This presentation and other materials shall not include any unauthorized copyrighted content or any material deemed offensive, abusive, defamatory, or unlawful.
3. All members of the public attending a Public Hearing shall comply with section 5.11 of this By-law upon entering the Council Chamber.
4. Immediately prior to the opening of the Public Hearing, and at the discretion of the Chief Administrative Officer, City staff and the Applicant may each make a presentation to Council providing an overview of the proposal.
5. The Presiding Officer opens the Public Hearing.
6. Using the list of registered speakers, the Mayor or Clerk then calls upon those members of the public who registered to speak to voice their objections to the

proposal. Each member of the public who registered to speak will be allotted a maximum of ten (10) minutes to address Council, inclusive of any audiovisual presentation.

7. Once the Mayor, or Clerk, exhausted the list of members of the public who registered to speak in opposition to the proposal, they call upon registered members of the public to speak in favor of the proposal. Each member of the public who registered to speak will be allotted a maximum of ten (10) minutes to address Council, inclusive of any audiovisual presentation.
8. The Mayor may ask the Applicant to respond to questions or concerns raised during the Public Hearing.
9. During each member of the public's allotted 10 minute speaking time, Members of Council may pose questions to them.
10. Once steps 1 to 9 above have been completed, the Presiding Officer shall declare the Public Hearing closed.
11. If a continuation of the Public Hearing is required, only those registrants who did not have an opportunity to speak at the initial Public Hearing may speak at the continuation of the Public Hearing.
12. Once the Public Hearing is closed, Members of Council may ask questions to the Chief Administrative Officer or staff on the proposal.
13. Once the Public Hearing is closed, Council may:
  - (a) debate the proposal;
  - (b) make amendments that do not require re-advertising or reopening of the Public Hearing;
  - (c) pass, defeat or postpone the item; or
  - (d) refer the item to the Chief Administrative Officer.

**ANNEXE B**  
**PROCÉDURE RELATIVE AUX AUDIENCES PUBLIQUES**

1. À l'exception du demandeur, les membres du public qui désirent s'adresser au conseil lors d'une audience publique doivent d'abord s'inscrire en utilisant l'une des méthodes suivantes :
  - (a) Inscription avancée :
    - (i) Toute personne désirant s'inscrire doit contacter le Bureau du Greffier au plus tard à midi (12h) le jour de l'audience publique afin de donner son prénom et son nom et d'indiquer son intention d'adresser le conseil et de préciser si elle appuie ou oppose la proposition à l'étude par le conseil lors de l'audience publique; ou
  - (b) Inscription en personne :
    - (i) La personne désirant s'inscrire doit donner son prénom et son nom qui seront ajoutés à la liste des inscriptions, située à l'extérieur de la salle du conseil, au 2<sup>e</sup> étage de l'Hôtel de ville, et préciser si elle appuie ou oppose la proposition à l'étude par le conseil lors de l'audience publique.
    - (ii) Les inscriptions en personne commencent 30 minutes avant l'ouverture de la réunion du conseil à laquelle l'audience publique est tenue et ferment 5 minutes avant l'ouverture de cette réunion du conseil.

Durant l'inscription, il se peut qu'on demande les coordonnées de la personne qui désire s'inscrire. La capacité du conseil de faire un suivi avec les personnes inscrites sera limitée si ces coordonnées ne sont pas fournies.
2. Toute présentation, y inclus du matériel audio-visuel et autres, que les membres du public désirent porter à l'attention du conseil lors de l'audience publique doit être soumise au greffier au plus tard à 16h le mercredi précédant l'audience publique. Ces présentations et autres matériaux ne doivent pas inclure de contenu non autorisé protégé par le droit d'auteur ni de matériel jugé offensant, abusif, diffamatoire ou illégal.
3. Tous les membres du public qui assistent à une audience publique doivent se conformer à l'article 5.11 du présent arrêté dès qu'ils entrent dans la salle du conseil.

4. Immédiatement avant l'ouverture de l'audience publique, et à la discrétion de l'administrateur en chef, les employés de la ville et le demandeur peuvent chacun faire une présentation au conseil qui résume la proposition.
5. Le président ouvre l'audience publique.
6. En utilisant la liste d'inscription, le maire, ou le greffier, invite ceux qui se sont inscrits et qui s'opposent à la proposition à prendre parole. Chaque membre du public qui s'est inscrit peut adresser le conseil pour une durée maximale de dix (10) minutes, incluant toute présentation audio-visuelle.
7. Une fois que tous ceux qui sont sur la liste d'inscription et qui s'opposent à la proposition ont adressé le conseil, le maire, ou le greffier, invite ceux qui se sont inscrits et qui appuient la proposition à prendre parole. Chaque membre du public qui s'est inscrit peut adresser le conseil pour une durée maximale de dix (10) minutes, incluant toute présentation audio-visuelle.
8. Le maire peut demander au demandeur de répondre à des questions ou inquiétudes soulevées lors de l'audience publique.
9. Durant la présentation de 10 minutes de chaque personne sur la liste d'inscription, les membres du conseil ont l'occasion de leur poser des questions.
10. Une fois que les étapes 1 à 9 ci-haut sont complétées, le président ferme l'audience publique.
11. Si l'audience publique n'a pu conclure et doit se poursuivre à une date ultérieure, seulement les membres du public qui sont sur la liste d'inscription et qui n'ont pas eu l'occasion d'adresser le conseil durant l'audience publique originale seront invités à prendre parole lors de la continuation de l'audience publique.
12. Une fois que l'audience publique est fermée, les membres du conseil ont l'occasion de poser des questions à l'administrateur en chef et aux employés de la ville concernant la proposition.
13. Une fois que l'audience publique est fermée, le conseil peut :
  - (a) Discuter la proposition;

- (b) Apporter des modifications qui ne nécessitent pas une nouvelle annonce ou une réouverture de l'audience publique;
- (c) Adopter, rejeter ou reporter le point; ou
- (d) Renvoyer le point à l'administrateur en chef.

**SCHEDULE C/ANNEXE C**

**FINANCIAL POLICIES**

- 1) **FAS-001** Asset Management Policy/ Politique de gestion des actifs
- 2) **FAS-002** Investment Management Policy/ Politique de gestion des placements
- 3) **FAS-003** Reserves Policy/ Politique sur les réserves
- 4) **FAS-004** Operating Budget Policy/ Politique sur les budgets de fonctionnement
- 5) **FAS-005** Capital Budget Policy/ Politique sur les budgets d'immobilisations
- 6) **FAS-006** Debt Management Policy/ Politique de gestion de la dette
- 7) **FAS-007** Wage Escalation Policy/ Politique sur l'escalade des salaires
- 8) **FAS-020** Long-term Financial Plan Policy/ Politique sur le plan financier à long terme
- 9) **FAS-021** Budget Monitoring Policy/ Politique sur le suivi budgétaire
- 10) **FAS-028** Internal Audit Charter/ Charte de l'audit interne

**SCHEDULE D**

**NOTICE OF MOTION**

Date Submitted	
Meeting Date	
Open or Closed	

Her/His Worship Mayor \_\_\_\_\_ and Members of Common Council:

SUBJECT: [Council Member describes the topic that is the subject of the Notice of Motion]

<b>Primary Author</b>	<b>Input from Council</b>	<b>Input from Staff</b>
[Council Member' s Name]	[Council Member lists the other Members of Council who have been consulted]	[Council Member lists the names of City Staff who have been consulted]

**PROPOSED MOTION:**

[Council Member provides the proposal for the motion. The exact language of the motion should be provided here. Members of Council are encouraged to consult with City Staff and Common Clerk for assistance.]

**BACKGROUND INFORMATION:**

[Council Member provides detailed background information. This section is intended to provide sufficient and relevant information for council members to make an informed decision on the proposed motion. Consider including the following:

1. The Reason for the motion: outline the issue the motion is intended to address. Consider including relevant reference materials which support the proposed motion. Consider relying on objective reliable third-party sources.
2. The Context of the motion: consider addressing whether the proposed motion falls within the City' s authority, and whether the city is already working on the issue. If it is, consider touching upon what is currently being done and how the motion would affect this. Consider referencing past decisions and planning documents to help set the context.
3. The Solution being proposed: consider explaining how the motion will help solve the problem or how it will solve it better if the City is already addressing the issue). Consider addressing the impact of the motion (e.g., what will the impact be, will it displace other priorities, will there be related resource issues, etc.?)]

**STRATEGIC ALIGNMENT:**

[Council Member should describe here how the proposed motion will align with corporate strategies and/or Council priorities.]

**BUDGET IMPLICATIONS:**

[Council Member should list here the potential impact of the proposed motion on the approved budget]

**INPUT FROM OTHERS:**

[Council Member should list here the parties consulted in the preparation of the Motion, including: City Staff, other Council Members, Agencies, Other Stakeholders, etc.]

**ATTACHMENTS:**

[Council Member may list here and attach to this form relevant information related to the motion.]

**ANNEXE D**

**AVIS DE PROPOSITION**

Date soumise	
Date de la séance du conseil	
Séance publique ou fermée au public	

Monsieur le/Madame le Maire \_\_\_\_\_ et membres du conseil communal:

**SUJET:** [Le membre du conseil décrit ici le sujet de la proposition]

<b>Auteur(e)</b>	<b>Contribution des membres du conseil</b>	<b>Contribution de l'administration</b>
[Nom du membre du conseil qui soumet la proposition]	[Le membre du conseil liste ici les autres membres du conseil qui ont été consultés]	[Le membre du conseil liste ici le nom des employés de la ville qui ont été consultés]

**PROPOSITION:**

[Le membre du conseil fournit ici le texte exact de la proposition. On encourage les membres du conseil à consulter les employés de la ville et le greffier pour de l'assistance.]

**CONTEXTE:**

[Le membre du conseil fournit ici les détails pertinents concernant la proposition. Le but de cette partie du formulaire est de fournir toute l'information nécessaire et pertinente aux autres membres du conseil pour leur permettre de prendre une décision éclairée sur la proposition. Le membre du conseil devrait considérer inclure ce qui suit:

1. La raison de la proposition: présenter ici la question que la proposition tente d'adresser. On peut faire référence ici à des sources qui supportent la proposition, préférablement des sources objectives de tierces parties.
2. Le contexte de la proposition: considérer la compétence de la ville à traiter la question soulevée par la proposition. Considérer aussi si la ville travaille déjà sur la question. Si la ville y travaille déjà, fournir les détails de ce qui a été entrepris et l'impact de la proposition sur ce travail déjà entamé. Le membre du conseil pourrait inclure ici une liste des décisions antécédentes sur la question et des plans

ou autres documents adoptés par le conseil qui sont pertinents à la question soulevée dans la proposition, pour mieux décrire le contexte.

3. La solution proposée; la membre pourrait expliquer ici comment la proposition résoudra la question (ou comment elle la résoudra mieux si la ville y travaille déjà). Le membre pourrait aussi fournir ici de l'information sur l'impact de la proposition (par exemple, si elle déplacera d'autres priorités, si elle causera des défis de ressources financières, humaines et autres, etc.)

**DIRECTION STRATÉGIQUE:**

[Le membre du conseil décrit ici comment la proposition s'aligne avec la direction stratégique et les priorités du conseil.]

**ENJEUX BUDGÉTAIRES:**

[Le membre du conseil liste ici les répercussions potentielles de la proposition sur le budget approuvé par le conseil.]

**AUTRE CONTRIBUTIONS:**

[Le membre du conseil liste ici la liste des personnes qui ont été consultées dans la proposition, y inclut les employés de la ville, les autres membres du conseil, les agences, les autres parties prenantes, etc.]

**PIÈCES JOINTES:**

[Le membre du conseil liste ici et place en pièce jointe toute information pertinente à la proposition.]

## COMMITTEE OF THE WHOLE OPEN REPORT

M&C No.	2026-096
Report Date	April 14, 2026
Meeting Date	April 20, 2026
Service Area	General Counsel

Her Worship Mayor Donna Noade Reardon and Members of Common Council

***SUBJECT: Delegation of Authority to Amend Agreement of Purchase and Sale for 19 Anglin Drive***

***EXECUTIVE SUMMARY OF COMMITTEE OF THE WHOLE REPORT FOR OPEN SESSION OF COUNCIL***

The City entered into an Agreement of Purchase and Sale with Atlantic Community Housing Ltd. for land at 19 Anglin Drive to support a 72-unit affordable housing project. The property was rezoned in January 2026. Because key funding programs paused during the rollout of the federal Build Canada Homes initiative, the purchaser requires more time to finalize financing. The project has since been included in New Brunswick’s package of 1,200 new affordable units being managed by NB Housing, with a focus on projects ready to proceed within 6 to 12 months. The purpose of this report is to seek the authority for the City to delegate to the Chief Administrative Officer the authority to approve non-material changes to dates and timelines, including extending the closing date and the failure to build date, while keeping the material transaction terms unchanged.

***COUNCIL RESOLUTION***

1. That the CAO be delegated the authority to approve non-material amendments to the Agreement of Purchase and Sale with Atlantic Community Housing Ltd., dated January 20, 2025, related to dates and timelines, which do not have any material effect on the general intention of the parties or the consideration for the transaction, including, but not limited to:
  - a. the authority to amend the closing date at section 1.1(b) to allow additional time for the purchaser to source funding for the development without the Agreement becoming null and void for the reasons outlined in this report; and
  - b. the authority to extend the “Failure to Build” clause at section 2.5 in a manner commensurate with the extension of the closing date.
  
2. That the Mayor and Clerk be authorized to execute any amendments, approved in form and content by the General Counsel, necessary to effect any amendment approved by the CAO in accordance with paragraph 1.

## COMMITTEE OF THE WHOLE REPORT

M&C No.	2026-095
Report Date	April 14, 2026
Meeting Date	April 20, 2026
Service Area	General Counsel

Her Worship Mayor Donna Noade Reardon and Members of Common Council

***SUBJECT: Lease from University of New Brunswick for Kennebecasis Drive Lift Station***

***CLOSED SESSION DISCUSSION REASON***

This matter is to be discussed in closed session pursuant to the provisions of subsection 68(1)(d) of the Local Governance Act.

***OPEN SESSION RESOLUTION REQUIRED?***

Yes, resolution and full report to be added to open session

***AUTHORIZATION***

Primary Author	Commissioner/Dept. Head	Chief Administrative Officer
<b><i>Blair MacPhee</i></b>	<b><i>Jacqueline Boucher and Mélanie C. Tompkins, K.C.</i></b>	<b><i>Ian Fogan</i></b>

***RECOMMENDATION***

That the City enter into a Lease with the University of New Brunswick, generally in the form attached to this M&C 2026-095, for the purpose of leasing a 390 square meter piece of land that the City of Saint John uses for an existing lift station located adjacent to Kennebecasis Drive and that the Mayor and Clerk be authorized to execute the said Lease and any other documents ancillary thereto.

***EXECUTIVE SUMMARY***

The City of Saint John has had a lift station located on University of New Brunswick (“UNB”) property since 1999. The lift station is to be renewed as a part of the City’s capital plan. The original footprint was 284 square meters. The proposed lease is for an area of 390 square meters to accommodate additional infrastructure related to the upgrades. After searching the City’s records, although there were discussions about the City leasing the lands from UNB in 1999 when the lift station was constructed, it appears that a lease was never executed. Staff have negotiated a lease with UNB which formalizes the City’s use of the site for a lift station for the past 25 years and ensures the City is able to access its existing infrastructure and accommodates potential



future needs. The purpose of this report is to seek authority for the City to enter into the lease with UNB.

**PREVIOUS RESOLUTION**

N/A

**REPORT**

The City of Saint John has had a lift station located on University of New Brunswick (“UNB”) property since 1999. The lift station is to be renewed as a part of the City’s capital plan. The original footprint was 284 square meters. Saint John Water requested additional land from UNB to accommodate capital improvements at the site and, in investigating that request, staff realized that the original lease that had been negotiated in 1999 had never been completed. UNB was made aware of the unregistered lease document and were open to providing a properly registered lease, but it required it to be a conventional land lease for a maximum of 20 years with two 10-year renewal options.

City staff compiled a list of similar lift stations and arrived at a suggested rate that reflects the average annual tax levy the City pays. Staff then allowed for a realistic increase of 2.5% per year and then spread that across 20 years to arrive at a rate of \$1,000/annum for a term of 20 years. It also includes two 10-year extensions to the lease at which time the rate structure can be revisited.

The lease ensures that the City has access to its existing infrastructure and allows for the use of additional land as requested by Saint John Water.

**STRATEGIC ALIGNMENT**

The recommendation herein aligns with the Council’s priority to Perform and provide the services required to ensure the City efficiently delivers customer service through reliable infrastructure.

**SERVICE AND FINANCIAL OUTCOMES**

Securing this lease will ensure no disruption to city services while also providing a larger piece of leased land to expand the pumping station if required.

**INPUT FROM OTHER SERVICE AREAS AND STAKEHOLDERS**

Name of Service Area/Stakeholder	Name of Staff Person
SJ Water	Jordan Baker Kendall Mason



Engineering	Mike Baker
Engineering	Susan Steven

**ATTACHMENTS**

1. Proposed Lease Agreement with UNB

## COMMITTEE OF THE WHOLE OPEN REPORT

M&C No.	2026-087
Report Date	April 13, 2026
Meeting Date	April 20, 2026
Service Area	General Counsel

Her Worship Mayor Donna Noade Reardon and Members of Common Council

***SUBJECT: Amendment to Agreement of Purchase and Sale with Somerset Investments – 608 Millidge Avenue***

***EXECUTIVE SUMMARY OF COMMITTEE OF THE WHOLE REPORT FOR OPEN SESSION OF COUNCIL***

The City has an Agreement of Purchase and Sale (APS) with Somerset Investments Ltd. for the sale of the City-owned property located at 608 Millidge Avenue. In early April 2026, a title issue was raised relating to a restrictive covenant limiting the use of the lands to public purposes. The Purchaser has agreed, subject to Council approval, to proceed with closing the transaction and subsequently pursue removal of the restrictive covenant through private legislation. The purpose of this report is to seek authority for the City to enter into an amendment to the APS to formalize this approach to address the restriction on title, and enable the sale to close.

***COUNCIL RESOLUTION***

1. That the City enter into an Amendment Agreement with Somerset Investments Ltd., generally in the form as attached to this M&C 2026-087, for the purpose of amending the Agreement of Purchase and Sale between the City and Somerset Investments Ltd. dated October 22, 2025 related to the sale of lands located at 608 Millidge Ave., to address the restrictive covenants on the said lands, and that the Mayor and Clerk be authorized to execute the said Amendment and any other documents ancillary thereto; and further
2. That the City consent to petitioning the Province of NB for private legislation to remove the restrictive covenant from the lands located at 608 Millidge Ave. and support Somerset Investment Ltd. in the filing of the petition to the Province for said legislation, that the CAO be directed to take the necessary steps to support the said petition to the Province and that the Mayor and Clerk be authorized to sign all documents deemed necessary by the General Counsel to support the said petition to the Province.



## COMMITTEE OF THE WHOLE OPEN REPORT

M&C No.	2026-075
Report Date	April 10, 2026
Meeting Date	April 20, 2026
Service Area	Growth and Community Services

Her Worship Mayor Donna Noade Reardon and Members of Common Council

***SUBJECT: Location Agreement***

***EXECUTIVE SUMMARY OF COMMITTEE OF THE WHOLE REPORT FOR OPEN SESSION OF COUNCIL***

Voyager Productions 12 Ltd. is seeking approval to film at City of Saint John facilities.

***COUNCIL RESOLUTION***

That the City enter into a Location Agreement with VOYAGER PRODUCTIONS 12 LTD., generally in the form as presented to Committee of the Whole at its meeting held April 20, 2026, and that the Mayor and Clerk be authorized to execute the said Location Agreement and any other documents ancillary thereto.



## COMMITTEE OF THE WHOLE OPEN REPORT

M&C No.	2026-083
Report Date	April 14, 2026
Meeting Date	April 20, 2026
Service Area	Growth and Community Services

Her Worship Mayor Donna Noade Reardon and Members of Common Council

***SUBJECT: Contract 2025-703002P – Electronic Permitting System (EPS) Solution and Implementation***

### ***EXECUTIVE SUMMARY OF COMMITTEE OF THE WHOLE REPORT FOR OPEN SESSION OF COUNCIL***

On June 4, 2025, City Staff issued a request for proposal for an e-Permitting solution with implementation services as part of Initiative 7 under the City’s Housing Accelerator Fund 2024-2026 Action Plan. Following an evaluation of all proposals submitted, the Vision33 proposal to implement the Accela and DigEplan software applications for e-Permitting was the highest ranked. It is recommended that Common Council award the implementation services to Vision33 and that the City enter into Software License and Maintenance Agreements with Accela and Avolve and a Service Agreement with Vision33 to assist in the implementation of the City’s new e-permitting solution.

### ***COUNCIL RESOLUTION***

1. That the City enter into the Software License and Maintenance Agreement with Accela, generally in the form as presented to Committee of the Whole in M&C 2026-083, for the purpose of acquiring the software necessary to support the City’s new e-Permitting solution, and that the Mayor and Clerk be authorized to execute the said Software License and Maintenance Agreement and any other documents ancillary thereto.
2. That the City enter into the Software License and Maintenance Agreement with Avolve, generally in the form as presented to Committee of the Whole in M&C 2026-083, for the purpose of acquiring the software necessary to support the City’s new e-Permitting solution, and that the Mayor and Clerk be authorized to execute the said Software License and Maintenance Agreement and any other documents ancillary thereto.
3. That the City enter the Professional Services Agreement with Vision33, generally in the form as presented to Committee of the Whole in M&C 2026-083, for the purpose of securing services to assist in the implementation of the City’s new e-Permitting solution,



and that the Mayor and Clerk be authorized to execute the said Professional Services Agreement and any other documents ancillary thereto.



## COMMITTEE OF THE WHOLE OPEN REPORT

M&C No.	2026-086
Report Date	April 15, 2026
Meeting Date	April 20, 2026
Service Area	Public Works and Transportation Services

Her Worship Mayor Donna Noade Reardon and Members of Common Council

***SUBJECT: Letters of Agreement between the City of Saint John and Canadian Union of Public Employees, Local 18 and the Saint John Transit Commission and Amalgamated Transit Union, Local 1182***

### ***EXECUTIVE SUMMARY OF COMMITTEE OF THE WHOLE REPORT FOR OPEN SESSION OF COUNCIL***

The purpose of this report is to present for Council's approval a proposed Letter of Agreement between the City of Saint John and the Canadian Union of Public Employees, Local 18 (Outside Workers) and endorsement a proposed Letter of Agreement between The Saint John Transit Commission and the Amalgamated Transit Union, Local 1182.

### ***COUNCIL RESOLUTION***

1. NOW THEREFORE BE IT RESLOVED That Common Council approve the Letter of Agreement between The City of Saint John and Canadian Union of Public Employees, Local 18 (Outside Workers), as presented to the Committee of the Whole on April 20, 2026; and
2. FURTHER BE IT RESOLVED That the Mayor and City Clerk be authorized to execute the Letter of Agreement between The City of Saint John and Canadian Union of Public Employees, Local 18 (Outside Workers), as presented to Committee of the Whole on April 20th, 2026; and
3. FURTHER BE IT RESOLVED That Common Council endorse the Letter of Agreement between The Saint John Transit Commission and the Amalgamated Transit Union, Local 1182, as presented to the Committee of the Whole on April 20, 2026.

M&C No.	2026-105
Report Date	April 17, 2026
Meeting Date	April 20, 2026
Service Area	Strategic Services

Her Worship Mayor Donna Noade Reardon and Members of Council

***SUBJECT: City Administration Alignment with Strategic Plan***

***AUTHORIZATION***

Primary Author	Commissioner/Dept. Head	Chief Administrator Officer
<b><i>Ian Fogan</i></b>		<b><i>Ian Fogan</i></b>

***EXECUTIVE SUMMARY OF COMMITTEE OF THE WHOLE REPORT FOR OPEN SESSION OF COUNCIL***

As the City prepares to enter the last five years of the City’s 10-year Strategic Plan, there may be costs outside of the normal day-to-day expenses associated with delivering City services that are necessary to enhance the City’s organizational alignment and processes to achieve the goals laid out in the plan. As these costs are not associated with normal service delivery, they should be accounted for separately and have a separate budget approval.

***RECOMMENDATION***

Council approve a maximum allocation of \$1 Million from Operating Reserves to cover any re-organization costs to align City administration to further the goals of the 10-Year Strategic Plan.