



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

Monday, May 3, 2021

6:00 pm

Meeting Conducted by Electronic Participation

Si vous avez besoin des services en français pour une réunion de Conseil communal, veuillez contacter le bureau du greffier communal au 658-2862.

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17.	Committee of the Whole	
18.	Adjournment	



**City of Saint John
Common Council Meeting
Monday, May 3, 2021**

Committee of the Whole

1. Call to Order

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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:

4:00 p.m., Meeting Conducted through Electronic Participation

- 1.1 Approval of Minutes 68(1)
- 1.2 Financial Matter 68(1)(c)
- 1.3 Land Matter 68(1)(d)
- 1.4 Legal Matter 68(1)(f)
- 1.5 Legal Matter 68(1)(f)
- 1.6 Legal Matter 68(1)(f)
- 1.7 Employment Matter 68(1)(j)
- 1.8 Land Matter 68(1)(d,f)



The City of Saint John

MINUTES – REGULAR MEETING
COMMON COUNCIL OF THE CITY OF SAINT JOHN
APRIL 19, 2021 AT 6:00 PM
MEETING CONDUCTED BY ELECTRONIC PARTICIPATION

Present: Mayor Don Darling
Deputy Mayor Shirley McAlary
Councillor-at-Large Gary Sullivan
Councillor Ward 1 Blake Armstrong
Councillor Ward 1 Greg Norton
Councillor Ward 2 John MacKenzie
Councillor Ward 3 Donna Reardon
Councillor Ward 3 David Hickey
Councillor Ward 4 David Merrithew
Councillor Ward 4 Ray Strowbridge

Absent: City Manager J. Collin

Also Present: Acting City Manager / Chief of Staff & Chief Financial Officer K. Fudge
General Counsel M. Tompkins
Fire Chief & Chief Emergency Management Services K. Clifford
Commissioner, Human Resources S. Hossack
Commissioner, Public Works and Transportation Services M. Hugenholtz
Commissioner, Utilities & Infrastructure Services B. McGovern
Commissioner, Growth & Community Services J. Hamilton
Director Legislative Services / City Clerk J. Taylor
Deputy City Clerk P. Anglin
Administrative Officer R. Evans

1. Call to Order

To conform to the Government COVID-19 State of Emergency and Mandatory Order masking requirements during Code Alert Level Yellow, Council Members and staff participated by video conference. The City Clerk conducted roll call.

To ensure public access and transparency the meeting is being live-streamed, video recorded and posted to the City's website after the meeting has concluded.

2. Approval of Minutes

2.1 Minutes of March 29, 2021

Moved by Deputy Mayor McAlary, seconded by Councillor MacKenzie:
RESOLVED that the March 29, 2021 minutes be approved.

MOTION CARRIED.

2.2 Minutes of April 6, 2021

Moved by Councillor Sullivan, seconded by Deputy Mayor McAlary:
RESOLVED that the April 6, 2021 minutes be approved.

MOTION CARRIED.

3. Approval of Agenda

Moved by Deputy Mayor McAlary, seconded by Councillor Hickey:
RESOLVED that the agenda for April 19th, 2021 be approved with the addition of the following items:

- 17.1 Lease Agreement with Saint John Arts Centre – Peel Plaza
- 17.2 Standardized Performance Review Process for City Manager

MOTION CARRIED.

4. Disclosures of Conflict of Interest

No disclosures were declared.

5. Consent Agenda

5.1 That as recommended by the City Manager in the submitted report M&C 2021-104: Tender 2021-681001T- Phosphate for Corrosion Control, the tender for the establishment of a supply agreement for Phosphate for Corrosion Control for the Loch

Lomond Drinking Water Treatment Facility and the Spruce Lake Water Treatment Facility be awarded to the lowest compliant bidder, Brenntag Canada Inc., for a one-year term.

5.2 That as recommended by the City Manager in the submitted report M&C 2021-107: Contract 2020-18: Prospect Street West-Sanitary Lift Station & Sewer Improvements, the contract be awarded to the low tenderer, TerraEx Inc., at the tendered price of \$486,110.75 (including HST) as calculated based upon estimated quantities, and further that the Mayor and City Clerk be authorized to execute the necessary contract document.

5.3 That as recommended by the City Manager in the submitted report M&C 2021-114: Contract 2020-12: Ocean Westway - Cross Connection Removal, the contract be awarded to the low tenderer, Galbraith Construction Ltd., at the tendered price of \$41,417.25 (including HST) as calculated based upon estimated quantities, and further that the Mayor and City Clerk be authorized to execute the necessary contract documents.

5.4 That as recommended by the City Manager in the submitted report M&C 2021-105: Sports Facility Booking Software, the City enter into a three (3) year Agreement with Active Network, LLC to provide software for the booking of City-owned sports facilities; and that the Mayor and City Clerk be authorized to execute the necessary contract documents.

5.5 That as recommended by the City Manager in the submitted report M&C 2021-117: Engineering Services: Coleson Cove Raw Water Transmission Main Upgrades, the proposal from CBCL Limited, for engineering design (Phase I and II) and construction management services (Phase I only) for the Coleson Cove Raw Water Transmission Main Upgrades project in the amount of \$125,120.00, including HST be accepted and that the Mayor and City Clerk be authorized to execute the appropriate documentation in that regard.

5.6 That as recommended by the City Manager in the submitted report M&C 2021-111: Proposed Public Hearing Date - 730,858,864 and 906 Dever Road and 489 Sea Street and O Woodville Road public hearings be scheduled for the rezoning applications of Hughes Surveys & Consultants Inc. (730, 858, 864, 906 Dever Road) and Hughes Surveys & Consultants Inc. (489 Sea Street and O Woodville Road) for Monday, June 28, 2021 at 6:30 p.m. If the Common Council meeting scheduled for June 28, 2021 at 6:30 p.m. cannot be held, the public hearings shall be scheduled for Monday, July 12, 2021 at 6:30 p.m.

Moved by Deputy Mayor McAlary, seconded by Councillor Sullivan:

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

MOTION CARRIED UNANIMOUSLY.

6. Members Comments

7. Proclamations

7.1 Volunteer Week- April 18 to April 24, 2021

The Mayor proclaimed April 18th-24th, 2021 *Volunteer Week* in the City of Saint John.

7.2 Day of Mourning in Recognition of Injured Workers – April 28th, 2021

The Mayor proclaimed April 28th, 2021 as the *Day of Mourning in Recognition of Injured Workers* in the City of Saint John.

8. Delegations/Presentations

9. Public Hearings 6:30 PM

9.1 Proposed Section 59 Amendment – 1210 Loch Lomond Road with PAC report recommending approval

Commissioner Hamilton advised that the necessary advertising was completed with regard to the proposed Section 59 Amendment amending the Section 59 conditions imposed on the November 6, 2006, rezoning of the parcel of land having an area of approximately 10,000 square metres, located at 1210 Loch Lomond Road, also identified as a portion of PID Number 55008593, and as amended on October 24, 2011 and December 23, 2013 to permit a Household Contractor Service and a Commercial Group with no written objections received.

Consideration was also given to a report from the Planning Advisory Committee submitting a copy of Planning staff's report considered at its April 13, 2021 meeting at which the Committee recommended the amendment of the existing Section 59 conditions.

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

The Mayor called for members of the public to speak in favour of the proposed amendment with the following presenting: Matt Doherty, applicant in favour.

Moved by Deputy Mayor McAlary, seconded by Councillor MacKenzie:
RESOLVED that:

- (1) Common Council, pursuant to the provisions of Section 59 of the Community Planning Act, rescind the conditions imposed on the November 6, 2006, rezoning of the parcel of land having an area of approximately 10,000 square metres, located at 1210 Loch Lomond Road, also identified as a portion of PID Number 55008593, and as amended on October 24, 2011 and December 23, 2013.

- (2) Common Council, pursuant to the provisions of Section 59 of the Community Planning Act, impose the following conditions on the parcel of land having an area of approximately 10,000 square metres, located at 1210 Loch Lomond Road, also identified as a portion of PID Number 55008593:
 - (a) The use of the parcel of land be limited to the following: Artist or Craftsperson Studio, Business Office, Commercial Group, Health and Fitness Facility, Household Contractor Service, Library, Park or Playground, Personal Service, Restaurant with a Dining Room licence under the Liquor Control Act, and Retail General;

 - (b) The development of the parcel of land be in accordance with detailed building elevation and site plans, prepared by the proponent and subject to the approval of the Development Officer, illustrating the design and location of buildings and structures, garbage enclosures, outdoor storage, asphalt driveway access and parking areas enclosed with curbing, asphalt loading areas, landscaping, signs, exterior lighting, and other such site features;

 - (c) The above building elevation and site plans be attached to the permit applications for the development of the parcel of land;

 - (d) Driveway construction be subject to the approval of the Chief City Engineer;

 - (e) The parcel be developed and maintained with municipal water and municipal sanitary, subject to the approval of the Chief City Engineer;

 - (f) Exterior lighting be designed and maintained in a manner that does not direct light onto adjacent residential properties;

 - (g) All disturbed areas of the site not occupied by buildings, parking areas, and driveways be landscaped within six months of the issuance of a

development and building permit for any phase of the commercial development;

(h) Except for fencing, no structure be permitted within 10 metres of the common property line with the adjacent property at 1204 Loch Lomond Road;

(i) An all-season buffer of coniferous trees or a solid board-on-board fence be constructed and maintained along the common property line between the commercial development and the dwelling at 1204 Loch Lomond Road, subject to the approval of the Development Officer;

(j) Any area designed for the storage of refuse or composting be screened by a solid board-on-board fence; and

(k) There be no outdoor storage of materials in association with the Household Contractor Service business.

MOTION CARRIED.

9.2 Proposed Zoning ByLaw Amendment with PAC report recommending Approval – 300 Sydney Street (1st and 2nd Reading)

Referring to the report on the proposed development referred to as the Landmark project Commissioner Hamilton advised that the necessary advertising was completed with regard to amending Schedule “A”, the Zoning Map of The City of Saint John, by rezoning a parcel of land having an area of approximately 7881 square metres, located at 300 Sydney Street, also identified as being PID Number 00000034, from Major Community Facility (CFM) to High-Rise Residential (RH); and amending Schedule “G” the Zoning By-law of The City of Saint John, by increasing the maximum building height of PID Number 00000034 from 14 metres to approximately 39.3 metres, to construct a multiple unit residential development.

Consideration was also given to a report from the Planning Advisory Committee submitting a copy of Planning staff’s report considered at its April 13, 2021 meeting at which the committee recommended the rezoning at 300 Sydney Street as described above with Section 59 conditions.

Mark Reade provided a staff presentation on the rezoning, with height increase and set-back variances, increased density in exchange for added public benefits \$160,000 contribution for Rainbow Park, Broad Street Bus Shelter and Tin Can beach beautification. Public engagement included a town hall and website for comments. Staff recommend the project incorporate a two-storey façade along Sydney Street and the outside corner with

ground floor commercial and second-floor residential, as well as a crosswalk on Broad Street.

The Mayor called for members of the public to speak against the rezoning with the following presenting: Mr. Bill Nugent the adjacent property owner with two tenants and over 400 employees. Mr. Nugent stated the Municipal Plan framework will not be followed, the facility is too big for the site, the excessive length of the development timeframe and concern over Sydney Street traffic and parking concerns during construction.

The Mayor called for members of the public to speak in favour of the rezoning with the following presenting: Jonathan Rasenberg project co-ordinator on behalf of the proponent, and Moji Shahab, director of Parsi Development, the company spearheading the project.

The public hearing concluded.

Staff were asked to respond to questions on the following:

- façade setback variance,
- traffic study and proximity to Rainbow Park,
- alternate roads access to the construction site such as Vulcan and Charlotte Street instead of Sydney Street,
- Harbour Passage initiative connection from Broad Street to Tin Can beach, active transportation methods, sidewalks, and curbs,
- density of the project and architectural commitments.

Moved by Deputy Mayor, McAlary, seconded by Councillor Reardon:

RESOLVED that the by-law entitled, "A Law to Amend the Zoning By-Law of The City of Saint John" amending Schedule "A", the Zoning Map of The City of Saint John, by rezoning a parcel of land having an area of approximately 7881 square metres, located at 300 Sydney Street, also identified as being PID Number 00000034, from Major Community Facility (CFM) to High-Rise Residential (RH); and amending Schedule "G", the Zoning By-law of The City of Saint John, by increasing the maximum building height of PID Number 00000034 from 14 metres to approximately 39.3 metres, be read a first time.

MOTION CARRIED.

Read a first time by title, the by-law entitled, "A Law to Amend the Zoning By-Law of The City of Saint John."

Moved by Deputy Mayor McAlary, seconded by Councillor MacKenzie:

RESOLVED that the by-law entitled, "A Law to Amend the Zoning By-Law of The City of Saint John" amending Schedule "A", the Zoning Map of The City of Saint John, by rezoning a parcel of land having an area of approximately 7881 square metres, located at 300

Sydney Street, also identified as being PID Number 00000034, from Major Community Facility (CFM) to High-Rise Residential (RH); and amending Schedule “G”, the Zoning By-law of The City of Saint John, by increasing the maximum building height of PID Number 00000034 from 14 metres to approximately 39.3 metres, be read a second time.

MOTION CARRIED.

Read a second time by title, the by-law entitled, “A Law to Amend the Zoning By-Law of The City of Saint John.”

The Mayor called for a 5-minute recess at 7:56 p.m.

The Meeting reconvened at 8:01 p.m.

10. Consideration of Bylaws

10.1 Public Presentation – 695 Somerset Street

Commissioner Hamilton advised the reason for the proposed amendment is to permit an office/maintenance storage area. The public presentation allows a 30-day public review for public to comment. Written objections may be forwarded to the City Clerk by May 19th, 2021.

Commissioner Hamilton read a Public Presentation into the record for a proposed amendment to the Municipal Development Plan which would re-designate on Schedule A of the Municipal Development Plan, land having an area of 3445 square metres, located adjacent to 695 Somerset Street, also identified as PID Number 00415497 and PID Number 55147557, from Local Centre to Stable Commercial; and, re-designate on Schedule B of the Municipal Development Plan, land having an area of 3445 square metres, located adjacent to 695 Somerset Street, also identified as PID Number 00415497 and PID Number 55147557, from Local Centre to Stable Commercial to permit an office/maintenance building and storage area.

10.2 Zoning ByLaw Amendment – 545 Sandy Point Road with Section 59 Conditions (3rd Reading)

Commissioner Hamilton advised the proposed zoning bylaw amendment application is to rezone to low-rise residential with s 59 conditions.

Moved by Deputy Mayor McAlary, seconded by Councillor MacKenzie:

RESOLVED that the by-law entitled, “By-Law Number C.P. 111-110 A Law to Amend the Zoning ByLaw of The City of Saint John,” rezoning a parcel of land having an area of approximately 7,261 square metres, located at 545 Sandy Point Road, also identified as

PID Number 00051508, from Neighbourhood Community Facility (CFN) to Low-Rise Residential (RL), be read.

MOTION CARRIED.

The by-law entitled “By-Law Number C.P. 111-110 A Law to Amend the Zoning ByLaw of The City of Saint John,” was read in its entirety.

Moved by Deputy Mayor McAlary, seconded by Councillor Sullivan:

RESOLVED that Common Council, pursuant to the provisions of Section 59 of the Community Planning Act, impose the following conditions on the parcel of land having an area of approximately 7,261 square meters, located at 545 Sandy Point Road, also identified as PID number 00051508:

(a) The development and use of the parcel of land be in accordance with detailed building elevation and site plans, prepared by the proponent and subject to the approval of the Development Officer, illustrating the design and location of buildings and structures, garbage enclosures, outdoor storage, driveway accesses, vehicle and bicycle parking, loading areas, landscaping, amenity spaces, signs, exterior lighting, and other such site features; and

(b) The above elevation and site plans be attached to the permit application for the development of the parcel of land.

MOTION CARRIED.

Moved by Councillor Merrtihew, seconded by Councillor Norton:

RESOLVED that the by-law entitled, “By-Law Number C.P. 111-110 A Law to Amend the Zoning ByLaw of The City of Saint John,” rezoning a parcel of land having an area of approximately 7,261 square metres, located at 545 Sandy Point Road, also identified as PID Number 00051508, from Neighbourhood Community Facility (CFN) to Low-Rise Residential (RL), 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. 111-110 A Law to Amend the Zoning ByLaw of The City of Saint John.”

10.3 Traffic ByLaw Amendment – Schedule M re: Prince William Street (3rd Reading)

Commissioner Hugenholtz advised the proposed traffic bylaw amendment is to relocate a loading zone on Prince William Street.

Moved by Councillor Hickey, seconded by Deputy Mayor McAlary:
RESOLVED that the by-law entitled, "By-Law No. MV-10.1, A By-Law to Amend a By-Law respecting the Traffic on Streets in the City of Saint John and amendments thereto," amending Schedule "M" – Loading Zones, be read.

MOTION CARRIED.

The by-law entitled, "By-Law No. MV-10.1, A By-Law to Amend a By-Law respecting the Traffic on Streets in the City of Saint John and amendments thereto," was read in its entirety.

Moved by Deputy Mayor McAlary, seconded by Councillor Merrithew:
RESOLVED that the by-law entitled, "By-Law No. MV-10.1, A By-Law to Amend a By-Law respecting the Traffic on Streets in the City of Saint John and amendments thereto," amending Schedule "M" – Loading Zones, 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 No. MV-10.1, A By-Law to Amend a By-Law respecting the Traffic on Streets in the City of Saint John and amendments thereto."

10.4 Development Fees Adjustments – Use of Sidewalks ByLaw and Peddlers and Hawkers ByLaw (1st and 2nd Reading)

Director Poffenroth advised while the focus of this initiative is on fees and does not include full program reviews, both by-laws are proposed to be repealed and replaced as they had to be updated to be in line with the Local Governance Act. Additionally, the Use of Sidewalks by-law formally incorporates an already established procedure around Street Occupancy permits and a previously approved Council Policy about Sidewalk Cafes and Sidewalk Vendor Sites.

Moved by Deputy Mayor McAlary, seconded by Councillor Sullivan:
RESOLVED that the by-law entitled, "By-Law Number L.G.-13, A ByLaw respecting the Use of Sidewalks within The City of Saint John," repealing and replacing the bylaw entitled "ByLaw Number M-21, A Law respecting the Use of Sidewalks within The City of Saint John and all amendments thereto" to include the fee adjustment initiative for Street Occupancy permits, Sidewalk Café permits and Sidewalk Vendor sites, and to update for the new *Local Governance Act*, be read a first time.

MOTION CARRIED.

Read a first time by title, the by-law entitled, “By-Law Number L.G.-13, A ByLaw respecting the Use of Sidewalks within The City of Saint John.”

Moved by Deputy Mayor McAlary, seconded by Councillor MacKenzie:

RESOLVED that the by-law entitled, “By-Law Number L.G.-13, A ByLaw respecting the Use of Sidewalks within The City of Saint John,” repealing and replacing the bylaw entitled “ByLaw Number M-21, A Law respecting the Use of Sidewalks within The City of Saint John and all amendments thereto” to include the fee adjustment initiative for Street Occupancy permits, Sidewalk Café permits and Sidewalk Vendor sites, and to update for the new *Local Governance Act*, be read a second time.

MOTION CARRIED.

Read a second time by title, the by-law entitled, “By-Law Number L.G.-13, A ByLaw respecting the Use of Sidewalks within The City of Saint John.”

Moved by Deputy Mayor McAlary, seconded by Councillor MacKenzie:

RESOLVED that the by-law entitled, “By-Law Number L.G.-14, A By-Law respecting the Licensing of Peddlers and Hawkers in The City of Saint John,” repealing and replacing the bylaw entitled “By-Law Number M-15, A By-Law respecting the Licensing of Peddlers and Hawkers in The City of Saint John,” to include a license fee increase to \$150, a definition change for those who can receive and issue license applications, and to update for the new *Local Governance Act*, be read a first time.

MOTION CARRIED.

Read a first time by title, the by-law entitled, “By-Law Number L.G.-14, A By-Law respecting the Licensing of Peddlers and Hawkers in The City of Saint John.”

Moved by Deputy Mayor McAlary, seconded by Councillor MacKenzie:

RESOLVED that the by-law entitled, “By-Law Number L.G.-14, A By-Law respecting the Licensing of Peddlers and Hawkers in The City of Saint John,” repealing and replacing the bylaw entitled “By-Law Number M-15, A By-Law respecting the Licensing of Peddlers and Hawkers in The City of Saint John,” to include a license fee increase to \$150, a definition change for those who can receive and issue license applications, and to update for the new *Local Governance Act*, be read a second time.

MOTION CARRIED.

Read a second time by title, the by-law entitled, “By-Law Number L.G.-14, A By-Law respecting the Licensing of Peddlers and Hawkers in The City of Saint John.”

10.5 Repeal and Replacement of Council’s Procedural By-Law (1st and 2nd Reading)

Referring to the submitted report entitled Repeal and Replacement of Council's Procedural By-Law (1st and 2nd Reading) the City Clerk advised Council on the proposal to codify the multiple amendments to the bylaw and housekeeping changes.

Responding to a question on the proposed 5-minute time limit for speakers during public hearings, the City Clerk commented the bylaw is flexible to address all the rules and to suspend the rules.

The following council members went on the record stating they are voting against the proposal for the following reasons:

- Councillor Sullivan stated he does not support the appointment of the Deputy Mayor proposed procedure.
- Councillor Strowbridge does not support the 5-minute time limit for speakers at Public Hearings and does not support the proposed recommendation for electing the Deputy Mayor.
- Deputy Mayor McAlary stated she does not support the bylaw recommendation for the appointment of Deputy Mayor.

Moved by Councillor Reardon, seconded by Councillor Hickey:

RESOLVED that staff be directed to amend/increase the proposed 5-minute rule for speakers during a public hearing to 10-minutes prior to third reading of the bylaw.

MOTION CARRIED.

Moved by Councillor Merrithew, seconded by Councillor Hickey:

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 the bylaw entitled "By-Law Number M-5, A By-Law respecting the Procedures of the Common Council of the City of Saint John," to update the provision for the election of a Deputy Mayor, consolidation of 14 Procedural by-law amendments, updated content and several housekeeping items, be read a first time.

MOTION CARRIED with Councillors Sullivan, Strowbridge and Deputy Mayor McAlary voting nay.

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 Councillor Hickey, seconded by Councillor Merrithew:

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 the bylaw entitled "By-Law Number M-5, A By-Law respecting the Procedures of the Common Council of the City of Saint John," to update the provision for the election of a Deputy

Mayor, consolidation of 14 Procedural by-law amendments, updated content and several housekeeping items, be read a second time.

MOTION CARRIED with Councillors Sullivan, Strowbridge and Deputy Mayor McAlary voting nay.

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.”

11. Submissions by Council Members

12. Business Matters - Municipal Officers

12.1 Nuclear Weapons Ban Support Initiatives

Referring to the submitted report M&C 2021-108: Nuclear Weapons Ban Support Initiatives, Emilie Jerome articling with the Legal Counsel Office summarized the extensive research and recommendation options.

Moved by Deputy Mayor McAlary, seconded by Councillor Sullivan:

RESOLVED that as recommended by the City Manager in the submitted report *M&C 2021-108: Nuclear Weapons Ban Support Initiatives* Council endorse the International Campaign to Abolish Nuclear Weapons (ICAN) Cities Appeal, which calls for support of the UN Treaty on the Prohibition of Nuclear Weapons, by directing the Mayor to send an email to the organizing committee confirming same.

MOTION CARRIED.

12.2 2021 Roadway Construction Projects

Referring to the submitted report *2021 Roadway Construction Projects* Commissioner McGovern outlined major construction projects under both the General Fund and Utility Capital Projects that will have a significant impact on traffic arteries.

Moved by Deputy Mayor McAlary, seconded by Councillor MacKenzie:

RESOLVED that the submitted report M&C 2021-116: 2021 Roadway Construction Projects, be received for information.

MOTION CARRIED.

12.3 Modernization of Solid Waste Collection Service (Pilot Commencement)

Referring to the submitted report entitled *M&C 2021-113: Modernization of Solid Waste Collection Service (Pilot Commencement)* Commissioner Hugenholtz updated Council

stating the pilot project will commence May 20, 2021 and run until June 7, 2021. It includes two existing routes totaling approximately 1000 households:

- Rockwood Route
- Latimer Route

Moved by Deputy Mayor McAlary, seconded by Councillor MacKenzie:

RESOLVED that the submitted report *M&C 2021-113 Modernization of Solid Waste Collection Service (Pilot Commencement)*, be received for information.

MOTION CARRIED.

13. Committee Reports

13.1 Growth Committee: Municipal ENCORE Program: Spotlight Initiative

Moved by Councillor Hickey, seconded by Deputy Mayor McAlary:

RESOLVED that:

WHEREAS Common Council has implemented a Municipal Economic and Community Recovery (ENCORE) program to enable and accelerate local economic and community activity in response to the current public health pandemic,

NOW THEREFORE BE IT RESOLVED that Common Council direct the City Manager to implement and promote a pilot of the Spotlight Program, a development strategy mobilizing the skills and creativity of local artists to drive recovery of community and businesses within the city of Saint John.

FURTHER BE IT RESOLVED that Common Council direct up to \$21,600 to InterAction School of Performing Arts to be designated for the Spotlight Program from the funds already allocated to the Municipal Economic and Community Recovery Program from the Growth Reserve.

MOTION CARRIED.

14. Consideration of Issues Separated from Consent Agenda

15. General Correspondence

16. Supplemental Agenda

17. Committee of the Whole

17.1 Lease Agreement with Saint John Arts Centre – Peel Plaza

Moved by Councillor Sullivan, seconded by Councillor Merrithew:

RESOLVED that as recommended by the Committee of the Whole having met on April 19th, 2021, Common Council rescind its resolution made on July 29, 2019 pertaining to M&C 2019-190 Lease Agreement; and the City of Saint John enter into a Lease Agreement with Saint John Arts Centre Inc. in the form as attached to M&C 2021-106 for the lease of the premises known as the Carnegie Building, situated at civic #20 Peel Plaza; and further that the Mayor and City Clerk be authorized to execute the said Lease Agreement.

MOTION CARRIED.

17.2 Standardized Performance Review Process for City Manager

Moved by Councillor Sullivan, seconded by Councillor Merrithew:

RESOLVED that as recommended by the Committee of the Whole having met on April 19th, 2021 Common Council formalize the process of an annual performance review with the City Manager and that a third-party Human Resource specialist be hired, to establish a standardized process for consistency and the use of future councils.

Furthermore, that an annual scorecard (objectives) be developed to measure the performance of the City Manager and align expectations amongst members of the council. That a budget is established to a maximum of \$10,000 for this project and that a working committee is established by the new council.

MOTION CARRIED with Councillors Reardon, Armstrong, and MacKenzie voting nay stating the timing is too close to the Municipal Election and do not want to make decisions for the next council.

18. Adjournment

Moved by Councillor Sullivan, seconded by Councillor Hickey:

RESOLVED that the meeting of Common Council held on April 19, 2021 be adjourned.

MOTION CARRIED.

The Mayor declared the meeting adjourned at 9:51 p.m.

COMMON COUNCIL REPORT

M&C No.	2021-109
Report Date	April 22, 2021
Meeting Date	May 03, 2021
Service Area	Utilities and Infrastructure Services

His Worship Mayor Don Darling and Members of Common Council

SUBJECT: Update #3 - Water Levels in the South Bay Wellfield

OPEN OR CLOSED SESSION

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

AUTHORIZATION

Primary Author	Commissioner/Dept. Head	City Manager
<i>Kendall Mason</i>	<i>J. Brent McGovern</i>	<i>John Collin</i>

RECOMMENDATION

It is recommended that this report be received and filed.

EXECUTIVE SUMMARY

The purpose of this report is to provide Council and the public with an update regarding the water level in the South Bay Wellfield.

On February 13th, 2020, some areas of West Saint John were transitioned from the South Bay Wellfield as their primary drinking water source to drinking water from the new Loch Lomond Drinking Water Treatment Facility. Areas in West Saint John being served with water from the Loch Lomond Drinking Water Treatment Facility include six (6) neighbourhoods: Lower West, Milford, Randolph, Fundy Heights, Duck Cove and Sand Cove.

Reducing the demand on the South Bay Wellfield by transitioning the six neighbourhoods has caused the water level to rise from approximately 1.75 metres below sea level in February 2020 to approximately 0.25 metres above mean sea level around the end of May 2020 and 1.23 metres above sea level by mid-September 2020.

By April 1, 2021, the measured water levels in the three drinking water production wells and the three observations wells were as follows:

- Production Well #1 elevation 3.799 metres above mean sea level (Note this sensor requires maintenance that will be completed when pump is next serviced)

- Production Well #2 elevation 2.226 metres above mean sea level
- Production Well #3 elevation 2.302 metres above mean sea level
- Observation Well #1 elevation 2.418 metres above mean sea level
- Observation Well #2 elevation 2.312 metres above mean sea level
- Observation Well #3 elevation 2.296 metres above mean sea level

As of April 1, 2021, the average water elevation in production wells 2 and 3 and observation wells 1, 2 and 3 was approximately 2.311 metres amsl as can also be seen in Figure 2. As noted above, the sensor on Production Well #1 requires maintenance however at this time our understanding is that the pump requires removal to complete the maintenance on the sensor. Staff and our Consultant are exploring a means of completing the maintenance without pulling the pump. We are confident in the elevations of the other sensors and Observation Well 1 is intended to represent the water level in Production Well #1.

The aquifer has recovered and is now in compliance with the Approval to Operate (regulatory) requirement of +1 metre above mean sea level for each of the wells. Saint John Water continues to closely monitor the South Bay Wellfield water levels in conjunction with the Department of Environment and Local Government.

PREVIOUS RESOLUTION

On June 8, 2020, Common Council received and filed an update on the Water Levels in the South Bay Wellfield in M&C No. 2020-146.

On September 28, 2020, Common Council received and filed an update on the Water Levels in the South Bay Wellfield in M&C No. 2020-229.

STRATEGIC ALIGNMENT

Saint John invests in sustainable City services and municipal infrastructure.

REPORT

On September 14, 2017, the South Bay Wellfield began delivering water to customers west of the Reversing Falls. The first year (2017- 2018) of pumping ground water from the South Bay Wellfield resulted in the water level in the wells dropping below sea level and putting the wells at risk of salt water intrusion.

From a regulatory perspective, the Province of New Brunswick issues to the City of Saint John an Approval to Operate the Drinking Water Treatment and Distribution System. There are specific requirements identified in the *APPROVAL TO OPERATE W-1510*. Within *APPROVAL W-1510* the water level in each of the three South Bay production well is not to drop below +1m above mean sea level (amsl) for more than 100 days/year with a maximum of 20 consecutive days.

Given the City was unable to meet this requirement by serving West Saint John with water from the South Bay Wellfield, a solution was needed to address the risk and return to regulatory compliance.

Figure 1



On February 13th, 2020, some areas of West Saint John were transitioned from the South Bay Wellfield as their primary drinking water source to drinking water from the new Loch Lomond Drinking Water Treatment Facility. Areas in West Saint John currently being served with drinking water from the Loch Lomond Drinking Water Treatment Facility include Lower West, Milford, Randolph, Fundy Heights, Duck Cove and Sand Cove neighbourhoods as shown in yellow in the Figure 1. Customers in the green shaded area continue to be supplied with drinking water from the South Bay Wellfield.

By proceeding with the servicing option of delivering water from the new Loch Lomond Drinking Water Treatment Facility to the six neighbourhoods in West Saint John, this reduced the demand on the South Bay Wellfield to allow the aquifer to recharge, improving the sustainability of the wellfield and allowing the water levels in each of the production wells to trend upwards toward the minimum +1m amsl that is required within the Approval to Operate.

The South Bay Wellfield has three production wells which are utilized to supply drinking water and three observation wells adjacent to the production wells which are utilized to monitor the production wells. In each production well are water level sensors and adjacent to each production well is an observation well with a level sensor which is utilized to confirm the production well sensor reading. The level sensor in production well one is not reading accurately and will require maintenance that will be performed in the future when the pump is removed from the well for maintenance or sooner if a means to perform maintenance on the sensor can be identified. The following is the water elevations in the three production wells and three observation wells on April 1, 2021.

Date	Well 1 Level	Well 2 Level	Well 3 Level	OBS Well 1 Level	OBS Well 2 Level	OBS Well 3 Level
04-01-2021	3.799	2.226	2.302	2.418	2.312	2.296

On February 13th, 2020, the elevation of the water in the three production wells was approximately 1.75 metres below mean sea level as shown in Figure 2. By April 1, 2021, the average water elevation in production wells 2 and 3 and observation wells 1, 2 and 3 was approximately 2.311 metres amsl as can also be seen in Figure 2.

This increase in water level helps protect the aquifer from salt water intrusion, and meets the regulatory requirement of +1 metre amsl. Close monitoring of the South Bay Wellfield will continue with the Department of Environment and Local Government.

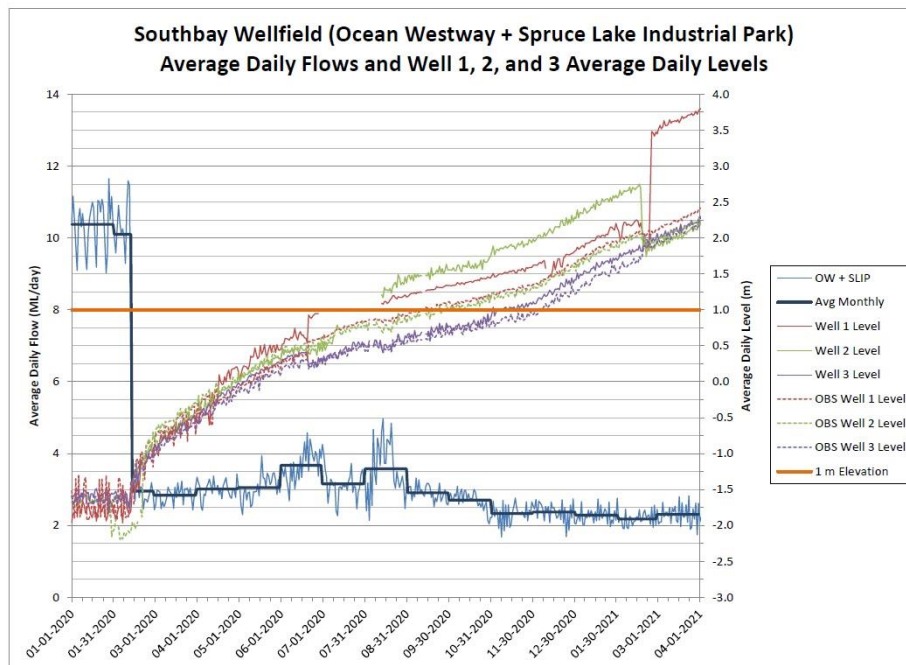


Figure 2.

Saint John Water continues to communicate with the Department of Transportation and Infrastructure (NB DTI) as it relates to the long-term plans of the Reversing Falls Bridge as it is very important that there be some clarity on the Province’s plans before the City contemplates proceeding with any significant long-term investments and servicing options to make best use of ratepayer dollars.

SERVICE AND FINANCIAL OUTCOMES

Saint John Water continues to serve customers across the City with safe, clean drinking water. Regular testing of the water supplies from both the South Bay Wellfield and Loch Lomond Drinking Water Treatment Facility confirm that Saint John has two excellent sources of high-quality drinking water.

INPUT FROM OTHER SERVICE AREAS AND STAKEHOLDERS

The City's current hydrogeologists Dillon Consulting who assists in advising the City also reviewed the data and they have advised as follows:

The observation wells associated with each of the production wells serve to provide a representative data collection point (water level and groundwater chemistry). Each of the observation wells are within close proximity and are constructed within the same hydrostratigraphic unit as their respective production well. Based upon this information coupled with consistent historical water level trends between the observation wells and production wells it would be appropriate to consider the water level in OBS Well 1 representative of the average water level in Production Well 1. Therefore, the average water elevation observed in the South Bay Aquifer as of April 1, 2021 is greater than 2 meters above sea level.

ATTACHMENTS

N/A

COMMON COUNCIL REPORT

M&C No.	2021-125
Report Date	April 23, 2021
Meeting Date	May 03, 2021
Service Area	Utilities and Infrastructure Services

His Worship Mayor Don Darling and Members of Common Council

***SUBJECT: Contract No. 2021-06: Princess Street – Water, Sanitary and Storm
Sewer Renewal and Street Reconstruction***

AUTHORIZATION

Primary Author	Commissioner/Dept. Head	City Manager
<i>Holly Young</i>	<i>J. Brent McGovern</i>	<i>John Collin</i>

RECOMMENDATION

It is recommended that Contract No. 2021-06: Princess Street – Water, Sanitary and Storm Sewer Renewal and Street Reconstruction be awarded to the low Tenderer, TerraEx Inc., at their tendered price of \$1,118,571.08 (including HST) as calculated based upon estimated quantities, and further that the Mayor and Common Clerk be authorized to execute the necessary contract documents.

EXECUTIVE SUMMARY

The purpose of this report is to recommend that Council award Contract 2021-06: Princess Street – Water, Sanitary and Storm Sewer Renewal and Street Reconstruction to the low tenderer.

PREVIOUS RESOLUTIONS

February 22, 2021: M&C 2021-051 - Utility and General Fund – Revised 2021 Capital Programs approved.

REPORT

BACKGROUND

The approved 2021 Water & Sewerage Utility Fund and General Fund Capital Program includes funding for the reconstruction of Princess Street from Wentworth Street to Crown Street. The work involves the replacement of the existing watermain and sanitary sewer, installation of a new storm sewer for

separation and full street reconstruction including new concrete curb and sidewalk, grass medians, roadway granulars, asphalt, trees, and signage.

TENDER RESULTS

Tenders closed on April 21, 2021 with the following results, including HST:

1.	Fairville Construction Ltd.	\$1,374,224.70
2.	Galbraith Construction Ltd.	\$1,364,890.73
3.	Dexter Construction Company Limited	\$1,593,978.20
4.	TerraEx Inc.	\$1,118,571.08

The Engineer's estimate for the work was \$1,544,249.90, including HST.

ANALYSIS

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

FINANCIAL IMPLICATIONS

The Contract includes work that is charged against the 2021 General Fund and Water and Sewerage Utility Fund Capital Programs. This project is partially funded by the Integrated Bilateral Funding program. Assuming award of the Contract to the low tenderer, an analysis has been completed which includes the estimated amount of work that will be performed by the Contractor and Others.

The analysis is as follows:

Budget	\$1,545,000
Project Net Cost	\$1,254,601
Variance	\$ 290,399

POLICY - TENDERING OF CONSTRUCTION CONTRACTS

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

STRATEGIC ALIGNMENT

This report aligns with Council's Priority for Valued Service Delivery, specifically as it relates to investing in sustainable City services and municipal infrastructure.

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 Plan, more street trees and greening was identified as a community priority. With respect to Princess Street, the Secondary Plan has included the priorities for more trees and greening as these blocks presently do not have grass nor trees, they are simply asphalt including the sidewalks. There was also a noted desire to improve pedestrian infrastructure.

The reconstruction of Princess Street supports the above through the replacement of asphalt sidewalks with new concrete curb and sidewalks, the addition of a new grass median where possible and the planting of street trees. In addition, access ramps will be installed in the sidewalks at pedestrian crossings that will be flush to the asphalt roadway surface to remove any barriers to access by all users of the pedestrian transportation infrastructure.

The street widths proposed are appropriate in finding a balance between providing enough road width for various uses while maximizing benefits in promoting the "Complete Street" methodology. The recommended minimum travel lane width for an urban street is 3.0 m wide and the recommended width of parking lanes is 2.4 m wide. All else being equal, an urban road should be at least 8.4 m wide to serve two-way traffic and parking on one side. There are opportunities, but also risks in varying from these minimums in a setting such as Uptown Saint John. Guidelines provide some flexibility to provide less than 3.0 m lane width but factors such as the need to consider emergency vehicle access, level of use of on-street parking, and snow storage need to be considered before doing so. In an Uptown setting, on-street parking is often significantly in use where encroachment into that lane as a travel lane when two vehicles pass is less available than in other parts of the City.

Similarly, although the City has a robust snow clearing and removal program Uptown and some snow storage is available where medians are present, temporary snow storage on the street is a requirement as the buildings are often immediately on the back-side of the sidewalk and keeping sidewalks clear for pedestrians is a priority Uptown. In the case of the Crown Street to Pitt Street section of Princess Street, there is no buffer for snow storage, and for the Pitt Street to Wentworth Street section, there is a 0.2 m width available on both sides for snow storage.

SERVICE AND FINANCIAL OUTCOMES

The municipal infrastructure on this street is in poor condition and renewal of this infrastructure will reduce the number of future service disruptions to residents due to infrastructure failures. In addition, the storm water and sanitary sewer flows are being separated on these sections of Princess Street which will reduce operating costs and better prepare the City for climate change by adding sewer capacity. The street scape will be greatly enhanced due to the renewal of the street surface and sidewalk, addition of trees and grass median. Pedestrians will be able to walk on the new concrete sidewalk complete with drop curbs rather than on deteriorated asphalt sidewalk.

INPUT FROM OTHER SERVICE AREAS AND STAKEHOLDERS

Growth and Community Services, and Public Works and Transportation Services have reviewed and provided input to this report.

ATTACHMENTS

N/A

COMMON COUNCIL REPORT

M&C No.	2021-126
Report Date	April 23, 2021
Meeting Date	May 03, 2021
Service Area	Utilities and Infrastructure Services

His Worship Mayor Don Darling and Members of Common Council

**SUBJECT: Contract 2021-12: Westmorland Rd. & Bayside Dr. Flow
Meters/Chamber #33 Flow Limiting Valves**

AUTHORIZATION

Primary Author	Commissioner/Dept. Head	City Manager
<i>Gerald Mattsson</i>	<i>J. Brent McGovern / Michael Baker</i>	<i>John Collin</i>

RECOMMENDATION

It is recommended that Contract 2021-12: Westmorland Road & Bayside Drive Flow Meters/Chamber #33 Flow Limiting Valves be awarded to the low tenderer, Keel Construction Ltd., at the tendered price of \$107,697.48 (including HST) as calculated based upon estimated quantities, and further that the Mayor and Common Clerk be authorized to execute the necessary contract documents.

EXECUTIVE SUMMARY

The purpose of this report is to recommend that Council award Contract 2021-12: Westmorland Road & Bayside Drive Flow Meters/Chamber #33 Flow Limiting Valves to the low tenderer.

PREVIOUS RESOLUTION

February 22, 2021: M&C 2021-051 –Utility and General Fund – Revised 2021 Capital Programs approved.

REPORT

BACKGROUND

The approved 2021 Water and Sewerage Utility Fund Capital Program includes funding for the installation of new flow meters at PRV stations on Westmorland Road & Bayside Drive, as well as new flow limiting valves at the Mill Street Vault (Chamber #33). The work involves installation of the new equipment, associated watermain and chambers, and street reinstatement as required including new concrete curb, grass, roadway granulars, and asphalt.

TENDER RESULTS

Tenders closed on April 21, 2021 with the following results, including HST:

1. TerraEx Inc., Saint John, NB	\$238,941.25
2. Fairville Construction Ltd., Saint John, NB	\$137,574.50
3. Keel Construction Ltd., Saint John, NB	\$107,697.48

The Engineer's estimate for the work was \$134,003.75 including HST.

ANALYSIS

The tenders were reviewed by both staff and CBCL Limited and all were found to be formal in all respects. Staff is of the opinion that the low tenderer has the necessary resources and expertise to perform the work and recommend acceptance of their tender.

FINANCIAL IMPLICATIONS

The Contract includes work that is charged against the 2021 Water and Sewerage Utility Fund Capital Program. Assuming award of the Contract to the low tenderer, an analysis has been completed which includes the estimated amount of work that will be performed by the Contractor and Others.

The analysis is as follows:

Budget	\$ 180,000
Project net cost	\$ 130,743
Variance (surplus)	\$ 49,257

POLICY – TENDERING OF CONSTRUCTION CONTRACTS

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

STRATEGIC ALIGNMENT

This report aligns with Council's Priority for Valued Service Delivery, specifically as it relates to investing in sustainable City services and municipal infrastructure.

SERVICE AND FINANCIAL OUTCOMES

The installation of the flow meters will allow accurate measurement of the amount of treated water flowing from the East Gravity & Cottage Hill High Zones

into the Central Low Zone. The installation of the new flow limiting valves will reduce the required amount of treated water used.

INPUT FROM OTHER SERVICE AREAS AND STAKEHOLDERS

N/A

ATTACHMENTS

N/A

COMMON COUNCIL REPORT

M&C No.	2021-119
Report Date	April 26, 2021
Meeting Date	May 03, 2021
Service Area	Utilities and Infrastructure Services

His Worship Mayor Don Darling and Members of Common Council

SUBJECT: Contract No. 2021-13 Asphalt Resurfacing 2021

AUTHORIZATION

Primary Author	Commissioner/Dept. Head	City Manager
<i>Rod Mahaney</i>	<i>Brent McGovern/Michael Hugenholtz/Michael Baker</i>	<i>John Collin</i>

RECOMMENDATION

It is recommended that Contract No. 2021-13: Asphalt Resurfacing 2021 be awarded to the low Tenderer, Galbraith Construction Ltd., at the tendered price of \$4,868,504.01 (including HST) as calculated based upon estimated quantities, and further that the Mayor and Common Clerk be authorized to execute the necessary contract documents.

EXECUTIVE SUMMARY

The purpose of this report is to recommend that Council award Contract 2021-13: Asphalt Resurfacing 2021 to the low Tenderer.

PREVIOUS RESOLUTIONS

February 22, 2021: M&C 2021-051 – Utility and General Fund – Revised 2021 Capital Programs approved.

August 31, 2020: M&C 2020-218 – 2021 General Fund Operating Program approved.

REPORT

BACKGROUND

The 2021 General Fund Operating Budget for Public Works and Transportation Services and the 2021 General Fund Capital Program include provisions for the resurfacing of several streets in the City. This is an annual program to upgrade and maintain deteriorating street surfaces under the maintenance and capital resurfacing programs.

This contract includes all work associated with the resurfacing of a total of 39 streets or segments of streets which equates to 40.8 lane kilometers. This work consists generally of the supply of all necessary labour, materials, and equipment for the placement of approximately 19,865 tonnes of Superpave hot-mix asphalt. Also included in this contract is the installation of approximately 11,454 lineal meters of concrete curb and 4,998 lineal meters of sidewalk.

TENDER RESULTS

Tenders closed on April 20, 2021 with the following results, including HST:

- | | |
|---|----------------|
| 1. Galbraith Construction Ltd., Saint John, NB | \$4,868,504.01 |
| 2. NRB Construction Company Ltd, Saint John, NB | \$5,887,339.90 |
| 3. Classic Construction (2012) Ltd., Saint John, NB | \$6,129,011.83 |

The Engineer's estimate for the work was \$6,685,200 including HST.

ANALYSIS

The tenders were reviewed by staff and were found to be formal in all respects.

Staff is of the opinion that the low tenderer has the necessary resources and expertise to perform the work and recommend acceptance of their tender. The asphalt production and placement processes will be closely monitored to ensure conformance with project specifications. Work is expected to begin the first week of May and continue until October 15, 2021.

FINANCIAL IMPLICATIONS

The Contract includes work that is funded by various Operating and Capital Budgets. Assuming award of the Contract to the low tenderer, an analysis has been completed which includes the estimated amount of work that will be performed by the Contractor and Others.

The analysis is as follows:

Budget	\$ 6,528,115
Project net cost	\$ 5,056,265
Variance (Surplus)	\$ 1,471,850

The proposed award results in a surplus of approximately \$142,000 from the General Fund Operating Budget and an approximate surplus of \$1,329,000 from the General Fund Capital Budget. It is the intention of City staff to make full use of the \$142,000 operating budget surplus by selecting existing asphalt sidewalks that are currently in poor condition at various locations around the City and replace

them with new concrete sidewalks. City staff will focus on areas with higher pedestrian traffic. It should be noted that roadways requiring full street reconstruction will not be included as substantial investment is required to complete the full street upgrade. Staff will report back to Council with a proposed list of sidewalks for renewal and for approval to increase the amount of Contract 2021-13 accordingly. The remainder of the capital surplus is Gas Tax Funding and will be applied to future capital projects meeting the funding agreement parameters.

STRATEGIC ALIGNMENT

This report aligns with Council's Priority for Valued Service Delivery, specifically as it relates to investing in sustainable City services and municipal infrastructure.

SERVICE AND FINANCIAL OUTCOMES

Asphalt pavements, and concrete curb and sidewalks are essential infrastructure which directly impacts the quality of life in our community. 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 service life of the asset, and achieve best value for the investment. This project will be completed within the original approved financial budget.

INPUT FROM OTHER SERVICE AREAS AND STAKEHOLDERS

N/A

ATTACHMENTS

N/A

COMMON COUNCIL REPORT

M&C No.	2021-128
Report Date	April 26, 2021
Meeting Date	May 03, 2021
Service Area	Utilities and Infrastructure Services

His Worship Mayor Don Darling and Members of Common Council

***SUBJECT: Engineering Services – Lancaster Wastewater Treatment Facility –
Aeration System Assessment and Air Piping Renewal***

AUTHORIZATION

Primary Author	Commissioner/Dept. Head	City Manager
<i>Susan Steven</i>	<i>J. Brent McGovern / Michael Baker</i>	<i>John Collin</i>

RECOMMENDATION

It is recommended that the proposal from Englobe Corp. (Englobe) for engineering design and construction management services for the Lancaster Wastewater Treatment Facility – Aeration System Assessment and Air Piping Renewal project in the amount of \$141,261.98 including HST be accepted and that the Mayor and Common Clerk be authorized to execute the appropriate documentation in that regard.

EXECUTIVE SUMMARY

The purpose of this report is to recommend that Council award the contract for Engineering Services for the Lancaster Wastewater Treatment Facility – Aeration System Assessment and Air Piping Renewal project to Englobe.

PREVIOUS RESOLUTION

February 22, 2021; (M&C 2021-047) - Engineering Services – Coleson Cove Raw Water Transmission Main Upgrades / Lancaster Wastewater Treatment Facility Upgrades

February 22, 2021; (M&C 2021-051) – Utility and General Fund – Revised 2021 Capital Programs

REPORT

In 2020, Saint John Water (SJW) determined that the Lancaster Wastewater Treatment Facility's existing three headers were leaking a substantial amount of air and further investigation needed to be completed quickly to determine the limits of piping that required replacing as it is a safety issue. Englobe has been working with SJW on several issues at the Lancaster Wastewater Treatment Facility, including the potential replacement of all or a portion of the header piping and the project is a 2021 Utility Capital Budget approved project.

A Request for Proposal (RFP) was developed for engineering services which detailed the scope of work for Englobe to carry out and included the following components:

- ◆ Part A - Site Surveys, Preliminary Investigation and Data Collection
- ◆ Part B - Preliminary Design, Cost Estimates and Design Report
- ◆ Part C - Detailed Design
- ◆ Part D - Tender Period Services, Materials Testing & Inspection, Red Books and Record Drawings
- ◆ Part E - Construction Management

Englobe submitted their proposed project team, work plan, schedule, and fees to complete all the work identified above. Staff completed its review of the submission and evaluated the proposed fee for the project. Staff negotiated an acceptable fee for this project with the consultant for submission to Council.

STRATEGIC ALIGNMENT

This report aligns with Council's Priority for Valued Service Delivery, specifically as it relates to investing in sustainable City services and municipal infrastructure.

SERVICE AND FINANCIAL OUTCOMES

The proposed cost of work for Englobe to provide engineering design and construction management services for the Lancaster Wastewater Treatment Facility – Aeration System Assessment and Air Piping Renewal project is \$141,261.98, including HST. This includes the estimation that construction will be completed in 13 weeks.

Engineering fees to cover the costs of design and construction management generally do not exceed 15 – 20% of the total overall project cost, depending on

the nature of the project and the engineering services required. Englobe's upset fee is approximately 18.8% of the estimated project cost for this project (assuming a 13-week construction period) which is within the expected range and within the budget approved as part of the 2021 Utility Fund Capital program.

The costs incurred by the Consultant will be paid in accordance with the terms of the RFP at the rates submitted and accepted in the Consultant's proposal not to exceed the Recommended Minimum Hourly Rates as contained in the Association of Consulting Engineering Companies – New Brunswick fee guidelines.

INPUT FROM OTHER SERVICE AREAS AND STAKEHOLDERS

The engagement process and recommendation has been reviewed with Supply Chain Management.

ATTACHMENTS

N/A

COMMON COUNCIL REPORT

M&C No.	2021-122
Report Date	April 23, 2021
Meeting Date	May 03, 2021
Service Area	Utilities and Infrastructure Services

His Worship Mayor Don Darling and Members of Common Council

SUBJECT: Roof Rehabilitation Fire Station #5: 35 Adelaide Street

OPEN OR CLOSED SESSION

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

AUTHORIZATION

Primary Author	Commissioner/Dept. Head	City Manager
<i>Samir Yammine</i>	<i>J. Brent McGovern</i>	<i>John Collin</i>

RECOMMENDATION

It is recommended that the tender submitted by Dowd Roofing Inc, for the Roof Rehabilitation at Fire Station #5 in the amount of \$215,250.00 (plus HST) be accepted. Additionally, it is recommended that the Mayor and Common Clerk be authorized to execute the necessary contract documents.

EXECUTIVE SUMMARY

The purpose of this report is to seek Council’s approval to award the Roof Rehabilitation at Fire Station #5 to the lowest compliant bidder.

PREVIOUS RESOLUTION

NA

STRATEGIC ALIGNMENT

The Roof Rehabilitation project at Fire Station #5 is clearly aligned with the Council’s Priorities to invest in sustainable City services and municipal infrastructure as well as with the Asset Management Policy to minimize risk to the Level of Service (LOS).

REPORT

The existing roof at fire station # 5 is over 30 years old and was determined to be in poor condition and needs complete replacement. Additionally, the roof has

experienced severe damage from uplift, as well it has started to show signs of severe deterioration and water leaks.

The scope consists of the following:

- Remove existing roofing, vapour barrier and gypsum board
- Install new vapour barrier
- Install new insulation
- Install new 2 ply modified roofing system
- Install new accessories (flashings, metal, etc.)

SERVICE AND FINANCIAL OUTCOMES

The total cost to complete the Roof Rehabilitation at Fire Station 5, if awarded to the lowest bidder as recommended, will be \$224,475.62 Including HST Rebate.

Cost of this project is funded under the Covid-19 Resilience Infrastructure Stream Funding and the City's General 2021 Capital Program.

The analysis is as follows:

Capital Budget:	\$87,500
Covid-19 Funding Stream:	\$140,000
Project net cost:	\$224,475.62
Variance (Under Budget):	\$3,024.38

INPUT FROM OTHER SERVICE AREAS AND STAKEHOLDERS

A public tender call was issued on March 22nd, 2021 and closed on April 20th, 2021. Three (3) companies responded to the tender call by submitting bids. The results are as follows (excluding HST):

COMPANY NAME	TENDER PRICE*
Dowd Roofing Inc.	\$ 215,250.00
A-Tech Roofing Ltd.	\$ 238,200.00
J.E. Wilson Roofing Co. Ltd.	\$ 233,760.00

*Exclusive of HST

Staff of Supply Chain Management have reviewed the tenders and have found them to be complete and formal in every regard. Staff believes that the low tenderer has the necessary resources and expertise to perform the work and recommend acceptance of their tender.

The above process is in accordance with the City's Procurement Policy and Supply Chain Management support the recommendation being put forth.

ATTACHMENTS

N/A

COMMON COUNCIL REPORT

M&C No.	2021-123
Report Date	April 26, 2021
Meeting Date	May 03, 2021
Service Area	Utilities and Infrastructure Services

His Worship Mayor Don Darling and Members of Common Council

SUBJECT: Roof Rehabilitation Fire Station #7 :7 Manchester Avenue West

OPEN OR CLOSED SESSION

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

AUTHORIZATION

Primary Author	Commissioner/Dept. Head	City Manager
<i>Samir Yammine</i>	<i>J. Brent McGovern</i>	<i>John Collin</i>

RECOMMENDATION

It is recommended that the tender submitted by J.E. Wilson Roofing Co. Ltd, for the Roof Rehabilitation at Fire Station #7 in the amount of \$91,585.00 (plus HST) be accepted. Additionally, it is recommended that the Mayor and Common Clerk be authorized to execute the necessary contract documents.

EXECUTIVE SUMMARY

The purpose of this report is to seek Council’s approval to award the Roof Rehabilitation at Fire Station #7 to the lowest compliant bidder.

PREVIOUS RESOLUTION

NA

STRATEGIC ALIGNMENT

The Roof Rehabilitation project at Fire Station #7 is clearly aligned with the Council’s Priorities to invest in sustainable City services and municipal infrastructure as well as with the Asset Management Policy to minimize risk to the Level of Service (LOS).

REPORT

The existing roof at fire station # 7 is over 30 years old and was determined to be in poor condition, however several components can be re-used.

A thermal scan was conducted to verify the moisture content of the roof assembly and was determined that the two larger roof sections are dry, and the insulation can be re-used.

Additionally, the roof has started to show signs of severe deterioration and water leaks.

The scope of work consists of the following:

- Remove existing roofing, vapour barrier and gypsum board
- Install new vapour barrier
- Install new insulation over affected areas
- Install new 2 ply modified roofing system
- Clean existing modified roof
- Install new modified roof membrane over primed area
- Install new accessories (flashings, metal, etc.)

SERVICE AND FINANCIAL OUTCOMES

The total cost to complete the Roof Rehabilitation at Fire Station 7, if awarded to the lowest bidder as recommended, will be \$95,510.33 including HST rebate.

Cost of this project is funded under the Covid-19 Resilience Infrastructure Stream and the City's General 2021 Capital Program.

The analysis is as follows:

Capital Budget:	\$37,500
Covid-19 Funding Stream:	\$60,000
Project net cost:	\$95,510.33
Variance (Under Budget):	\$1,989.67

INPUT FROM OTHER SERVICE AREAS AND STAKEHOLDERS

A public tender call was issued on March 22nd, 2021 and closed on April 20th, 2021. Four (4) companies responded to the tender call by submitting bids. The results are as follows (excluding HST):

COMPANY NAME	TENDER PRICE*
Dowd Roofing Inc.	\$ 94,250.00
A-Tech Roofing Ltd.	\$ 113,300.00
Atlantic Roofers Ltd.	\$ 129,440.00
J.E. Wilson Roofing Co. Ltd.	\$ 91,585.00

*Exclusive of HST

Staff of Supply Chain Management have reviewed the tenders and have found them to be complete and formal in every regard. Staff believes that the low tenderer has the necessary resources and expertise to perform the work and recommend acceptance of their tender.

The above process is in accordance with the City's Procurement Policy and Supply Chain Management support the recommendation being put forth.

ATTACHMENTS

N/A

COMMON COUNCIL REPORT

M&C No.	2021-120
Report Date	April 26, 2021
Meeting Date	May 03, 2021
Service Area	Utilities and Infrastructure Services

His Worship Mayor Don Darling and Members of Common Council

SUBJECT: Materials Testing and Construction Inspection Services for 2021 and 2022

AUTHORIZATION

Primary Author	Commissioner/Dept. Head	City Manager
<i>Rod Mahaney</i>	<i>J. Brent McGovern / Michael Hugenholtz /Michael Baker</i>	<i>John Collin</i>

RECOMMENDATION

It is recommended that the proposal from Gemtec Consulting Engineers and Scientists Limited., for Material Testing and Construction Inspection Services for 2021 and 2022 in the amount of \$1,334,450.80 including HST be accepted and that the Mayor and Common Clerk be authorized to execute the appropriate documentation in that regard.

EXECUTIVE SUMMARY

The purpose of this report is to recommend that Council award the Materials Testing and Construction Inspection services for asphalt concrete, Portland cement concrete and soils compaction for the years 2021 and 2022 to Gemtec Consulting Engineers and Scientists Limited.

PREVIOUS RESOLUTION

February 22, 2021: M&C 2021-051 – Utility and General Fund – Revised 2021 Capital Programs approved.

REPORT

BACKGROUND

The approved 2021 General Fund Capital Program and 2021 Public Works and Transportation Services Operating Budget included funding for the Materials Testing and Construction Inspection Services.

A Request for Proposal (RFP) was advertised to engage an Engineering firm to carry out the following services for the above noted project:

- ◆ Asphalt Concrete Testing, Inspection, and Engineering Technical Services
- ◆ Portland Cement Concrete Field and Laboratory Testing, Inspection, and Engineering Technical Services; and
- ◆ Soils and Granular Materials Compaction, Testing, Inspection and Engineering Technical Services.

In each of these three areas there are significantly different services required in providing for inspection and testing. Asphalt concrete requires several tests on both its physical and chemical properties requiring sophisticated lab equipment and facilities. Portland cement concrete requires several field tests as well as a physical stress test for which the City does not possess the equipment. Soil's compaction testing involves both field and laboratory evaluation for base/sub-base aggregate for road construction, retaining wall construction and other projects.

The successful consultant will provide the required field inspection services, engineering reporting and quality assurance testing for the 2021 and 2022 Asphalt Resurfacing Programs for approximately \$13 million dollars of contract work. In addition, the successful consultant will also complete quality assurance testing for all in house design and managed capital projects for approximately \$ 12 million dollars of projects in 2021 and the total for 2022 is expected to be similar as well as quality assurance testing for work completed within the City's right of way on development projects. Due to the recent funding approval for the Integrated Bilateral Program, there will be more quality assurance testing required as many of the proposed street reconstruction projects in 2021 and 2022 will be designed and managed internally.

ANALYSIS

With a comprehensive terms of reference document developed by staff, a public call for proposals was made for Materials Testing and Construction Inspection Services. The Request for Proposal (RFP) closed on April 8, 2021 with responses received from the following two consulting engineering companies:

- ◆ Gemtec Consulting Engineers and Scientists Limited, Saint John, NB
- ◆ Conquest Engineering, A division of CBCL Limited, Saint John, NB

A Review Committee consisting of staff from Supply Chain management and Utilities and Infrastructure Services was formed to evaluate submissions.

Each member completed an independent review of the submissions and a joint discussion was held to develop the final ranking of submissions. The Review Committee concluded on their recommendation, which follows later in the report.

The evaluation process uses the expertise of a variety of staff from Supply Chain Management and Engineering to ensure a thorough review of the various submissions. Care must be taken to ensure that the necessary level of effort and expertise is being directed to the various tasks involved in the work, while still ensuring that costs to be incurred are appropriate and controllable. It is for these reasons that cost, although very important, cannot be the sole nor most critical deciding factor in making the selection of a consulting engineering firm.

The Committee was tasked with the role of reviewing each submission against the proposal evaluation criteria as defined in the proposal call document. These criteria consisted of the following:

1. **Quality and Completeness** – Does the proposal address all of the needs raised? Is the proposal presented in an organized and professional manner?
2. **Consultant's Experience** – Has the consultant demonstrated a level of expertise with the requirements of this project?
3. **Experience of Employees / Sub-consultants** – Has the consultant demonstrated a level of expertise for the employees of the company and sub consultants listed?
4. **Methodology** – Does the approach to the project outlined in the proposal address, in a realistic sense, attainable goals and is it in keeping with the City's expectations for the project?
5. **Cost** – Cost will be a factor, however not the only factor to be considered. Is the price quoted in line with the City's estimate for the work and has it allowed for each aspect of the project to be adequately addressed?

After careful, independent consideration of presentation, company experience, personnel and technical proposal, the Review Committee met to analyze the findings of each member. After completion of the "technical" evaluation, the financial proposals were opened and addressed. These had been submitted in separate, sealed envelopes.

After due consideration, the Review Committee selected the submission of Gemtec Consulting Engineers and Scientists Limited, as the best proposal based on an overall rating of the evaluation criteria - presentation, company experience, personnel, technical proposal, and cost. The submission from Gemtec Consulting Engineers and Scientists Limited, met all the requirements of the proposal call, in a manner acceptable to the committee, and with the lowest cost of the submitted proposals.

POLICY – ENGAGEMENT OF ENGINEERING CONSULTANTS

The costs incurred by the consultant will be paid in accordance with the terms of the Request for Proposal at the rates submitted and accepted in the consultant's proposal not to exceed the Recommended Hourly Rates as contained in The Association of Consulting Engineering Companies – New Brunswick fee guideline.

STRATEGIC ALIGNMENT

This report aligns with Council's Priority for Valued Service Delivery, specifically as it relates to investing in sustainable City services and municipal infrastructure.

SERVICE AND FINANCIAL OUTCOMES

The proposed cost of work from Gemtec Consulting Engineers and Scientists Limited, to provide Materials Testing and Construction Inspection Services for this project is \$1,334,450.80 including HST, based on estimated quantities. This cost is based on providing the requested services for a period of 2 years (\$667,225.40 in 2021 and \$667,225.40 in 2022). The total engineering fees equate to approximately 10% (\$1,334,450.80 / \$13,000,000) of the \$13 million dollars of funding available for the 2021 and 2022 Asphalt Resurfacing Programs. It should be noted that engineering fees are an upset total made up of unit prices and hourly costs and work will be done to minimize these expenses as much as possible while ensuring the City's interests in building quality infrastructure are protected. The 2021 consulting costs are within the overall envelope for the 2021 Asphalt Maintenance Resurfacing Program. The 2022 consulting costs will be funded within the 2022 General Fund Capital Program and Public Works and Transportation service's operating budget.

INPUT FROM OTHER SERVICE AREAS AND STAKEHOLDERS

Supply Chain Management facilitated the RFP process to solicit proposals from Engineering Consultants for the Material Testing and Construction Inspection Services. The committee was tasked with the role of reviewing each submission against the proposal evaluation criteria as defined in the proposal call document.

In accordance with the City's policies and procedures, separate assessments of the technical and financial aspects of the submissions were undertaken by the evaluation committee members. The above process is in accordance with the City's Procurement Policy and Supply Chain Management support the recommendation being put forth.

ATTACHMENTS

N/A

COUNCIL REPORT

M&C No.	2021-127
Report Date	April 26, 2021
Meeting Date	May 03, 2021
Service Area	Corporate Services

His Worship Mayor Don Darling and Members of Common Council

SUBJECT: Sale of Vacant Lot at Civic #55 Boars Head Road to 715306 NB Ltd.

OPEN OR CLOSED SESSION

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

AUTHORIZATION

Primary Author	Commissioner/Dept. Head	City Manager
<i>Curtis Langille</i>	<i>Melanie Tompkins</i>	<i>John Collin</i>

RECOMMENDATION

1. That Common Council rescind its resolution on October 13, 2020 pertaining to M & C #2020-245; and
2. That The City of Saint John enter into the Agreement of Purchase and Sale with 715306 NB Ltd., in the form as attached to M & C # 2021-127 for the sale of PID No. 55147383, also known as civic #55 Boars Head Road and further that the Mayor and Common Clerk be authorized to execute the documents necessary to effect the conveyance of PID No. 55147383.

EXECUTIVE SUMMARY

At its meeting of October 13, 2020, Common Council approved the sale of the subject property to 639282 NB Ltd for \$25,000.00. The purchaser was intending to construct a two-unit dwelling on the lot. Subsequent to the approval by Council, the purchaser conducted soil testing of the site which revealed less than desired results due to the presence of organic materials that are unsuitable for new construction. Upon further investigation of the wetland situated to the rear of the site, it was determined that a wetland delineation and Watercourse and Wetland Alteration (WAWA) permit would be required from the NB Department of Environment and Local Government. These unforeseen conditions would have resulted in substantial costs to the purchaser that at that time it was not willing to absorb. As a result, the proponent decided not to go ahead with the transaction.

The circumstances have since changed, partially due to the uptake in the market and also the proponent is able to secure additional “clean” fill at a reasonable price. The proponent is now seeking to rekindle the transaction and acquire this lot and commence construction immediately. The proponent has submitted the attached agreement of Purchase and Sale which is substantially the same as the one approved by Council in 2020, including the purchase price of \$25,000.00. Under this new agreement, the purchaser is a different numbered company but it is owned and controlled by the same person.

PREVIOUS RESOLUTION

Resolved that as recommended by Committee of the Whole, having met on October 13, 2020, Common Council recommends that the City of Saint John enter into the Agreement of Purchase and Sale with 639282 NB Ltd., in the form as attached to M & C # 2020-245 for the sale of PID No. 55147383, also known as civic #55 Boars Head Road and further that the Mayor and Common Clerk be authorized to execute the documents necessary to effect the conveyance of PID No. 55147383.

REPORT

In addition to the site deficiencies mentioned in the *Executive Summary*, this lot is not readily serviced with municipal and public utilities and it will be the responsibility of the purchaser to extend services to the lot. As shown on the attached plan of survey of the subject property, the City will retain a local governance easement at the time of conveyance of the property for the protection and ongoing maintenance of existing City pipes that run through the frontage of this lot. The purchaser is still offering to acquire the lot for \$25,000.00 subject to the attached Agreement of Purchase and Sale. Considering the additional costs associated with the development of this lot, Real Estate Services consider this is a reasonable offer.

STRATEGIC ALIGNMENT

Revenue generation, cost avoidance and tax base growth are critical contributors to the City’s vision to become sustainable and to achieve growth and prosperity.

SERVICE AND FINANCIAL OUTCOMES

There is no anticipated impacts to service levels from this sale and development, save and except the minor uptake of water and sewer service capacity in their respective neighborhoods.

The sale of City owned lands results in proceeds of sale complimented by new tax revenues and cost aversion. It is anticipated that the proposed investment and improvements upon these lands will result in additional tax proceeds to the City in the range of \$4,000.00 per annum.

INPUT FROM OTHER SERVICE AREAS AND STAKEHOLDERS

Infrastructure Development has provided their input into the preparation of this report and agree with the recommendation.

ATTACHMENTS

1. Location Map;
2. Plan of Survey; and
3. Agreement of Purchase and Sale.



Sale of Lot off Boars Head Road





AGREEMENT OF PURCHASE AND SALE

Approved by The New Brunswick Real Estate Association for use by members under
An Act to Incorporate The New Brunswick Real Estate Association



The attached schedule, if applicable, forms part of this contract:

- Vacant Land
- Mini/Mobile Home
- Condominium
- Multi-Use Residential Income Properties

The Buyer 715306 NB Ltd. and assignee

offers to buy from the Seller The City of Saint John through

N/A

Seller's Agent (Company)

and

N/A

Buyer's Agent (Company)

the Property designated as civic address: Boars Head Road Saint John NB

having PID(s): 55147383 PAN #: _____ (the "Property")

at a purchase price of Twenty-Five Thousand Dollars

(\$ 25,000.00) on the following terms and conditions:

1. HST

The parties agree that if this transaction is subject to HST, any such HST applicable to the transaction IS or IS NOT included in the purchase price.

DS
JC

Buyer's Initials
Seller's Initials

2. CLOSING DATE

This Agreement shall be completed on or before the 20 day of May, 2021 (hereinafter called the "Closing Date"). Vacant possession of the Property shall be given to the Buyer, unless otherwise specified. The Seller shall ensure that the Property is available for the pre-closing inspection by _____ on or before the _____ day of _____, 20____.

3. SALE OF BUYER'S PROPERTY

(a) This offer IS or IS NOT subject to the sale of the Buyer's Property located at _____ on or before the _____ day of _____, 20____.

(b) It is agreed and understood that the Seller may continue to offer the Seller's property for sale. If another offer, acceptable to the Seller, is obtained, the Seller or Seller's Agent shall notify the Buyer or Buyer's Agent. This notice shall be communicated without delay and followed up by written notice to the Buyer or Buyer's Agent. The Buyer will be allowed _____ hours, Sundays and holidays included, from the time of the written notice to remove all conditions related to the sale of the Buyer's property, failing which this agreement becomes null and void. Neither the Seller nor the Seller's Agent will be liable for any cost or damages incurred by the Buyer.

(c) The Buyer IS or IS NOT required to meet or exceed (in the opinion of the Seller), the terms and conditions of any new offer acceptable to the Seller.

(d) It is agreed and understood that at any time before the Seller or Seller's Agent gives notice to the Buyer or Buyer's Agent regarding another acceptable offer, the Buyer may waive this condition however, this condition must be waived _____ days before the Closing Date, failing which this Agreement becomes null and void.

Acknowledgement of completion of Page 1 - Buyer's Initials DS
JC Seller's Initials 50 / _____

Property designated as civic address: Boars Head Road Saint John NB

4. DEPOSIT

(a) Deposit(s) will be payable to the Listing Agent, to be held in trust, pending completion or other termination of this Agreement. The deposit(s) shall be credited towards the purchase price on completion, and the Buyer shall pay the balance of the purchase price on closing or as otherwise stated in this Agreement.

(b) The Buyer submits with this offer _____ Dollars (\$ _____) CASH / CHEQUE / OTHER: _____.

(c) The Buyer agrees to increase deposit to \$ _____ (or _____% of purchase price) CASH / CHEQUE / OTHER: _____ on or before _____ day of _____, 20____ or within _____ days of receipt of waiver of clause #3.

5. FINANCING

This Agreement is subject to the Buyer or the Buyer's agent delivering written proof of financing to the Seller or the Seller's Agent. In the amount of approximately \$ _____ (or _____% of purchase price) on or before the _____ day of This is a cash offer, 20____, failing which this agreement becomes null and void. If Financing is subject to Sale of Buyer's Property, a final approval of financing will be provided to the Seller or Seller's Agent within _____ days of receipt of waiver of clause #3.

6. INSPECTION

The Buyer DOES or DOES NOT require an inspection of the Property. The Buyer is urged to carefully inspect the Property and may, if desired, have the Property inspected at the Buyer's expense. If the results of the inspection are not satisfactory to the Buyer, the Buyer may terminate this Agreement by delivering written notice to the Seller or the Seller's Agent by the _____ day of _____, 20____ or within _____ days of receipt of waiver of clause #3, upon which this Agreement becomes null and void.

7. INSURANCE

This offer IS or IS NOT conditional on the Buyer obtaining insurance for the Property satisfactory to the Buyer, effective on the closing date. The Buyer must deliver written notice, to the Seller or Seller's Agent by the _____ day of _____, 20____ or within _____ days of receipt of waiver of clause #3, failing which this agreement becomes null and void. The Seller agrees to co-operate in providing access to the Property as required for the fulfillment of this condition.

8. WATER TEST

The Buyer, at the Buyer's expense, DOES or DOES NOT require the water supply to be tested for:

potability (E.coli / Coliform) any additional criteria (chemical / mineral): _____

If the results of such testing fail to meet the *Guidelines for Canadian Drinking Water Quality* or any additional criteria as specified, the Buyer may terminate this Agreement by delivering written notice to the Seller or Seller's Agent by the _____ day of _____, 20____ or within _____ days of receipt of waiver of clause #3, upon which this Agreement becomes null and void.

9. ENVIRONMENT

The Buyer DOES or DOES NOT require an environmental assessment at the Buyer's expense. The Seller acknowledges that the Seller's Agent has advised the Seller to disclose any known or suspected environmental concerns with respect to the Property. If the results of the assessment are not satisfactory to the Buyer, the Buyer may terminate this Agreement by delivering written notice to the Seller or Seller's Agent by the _____ day of _____, 20____ or within _____ days of receipt of waiver of clause #3, upon which this Agreement becomes null and void.

10. RESIDENTIAL PROPERTY DISCLOSURE STATEMENT

The Seller WILL or WILL NOT provide a current Residential Property Disclosure Statement to the Buyer on or before the _____ day of _____, 20____. If the information contained in the Residential Property Disclosure Statement is not satisfactory to the Buyer, the Buyer may terminate this Agreement by delivering written notice to the Seller or Seller's Agent by the _____ day of _____, 20____ upon which this Agreement becomes null and void.

Acknowledgement of completion of Page 2 - Buyer's Initials [Signature] Seller's Initials _____ / _____



Property designated as civic address: Boars Head Road Saint John NB

11. ADDITIONAL TERMS AND CONDITIONS

This Agreement is further subject to the following terms and conditions:

- The buyer agrees that the sale of the lands is conditional upon the City reserving onto itself an easement for municipal services in relation to the existing waster and sewer conduits currently located on this property within the easement area described in the attached Plan of Survey.

DS

	
Buyer's Initials	Seller's Initials

12. ADJUSTMENTS

Property taxes, rentals, leases, municipal charges, fuel/heating items on the premises and assessments are to be adjusted to the Closing Date. The cost of municipal improvements, betterment charges, and capital charges for utility or municipal services completed as of the date of this Agreement, whether billed or not, are to be paid by the Seller on or before the Closing Date unless otherwise stated.

13. RISK

The Property being purchased shall be and remain at the risk of the Seller, pending completion of the sale. The Seller shall hold all insurance policies and the proceeds thereof, in trust for the parties as their interests may appear. In the event of damage, the Buyer may, at the Buyer's option, agree to complete the purchase with the proceeds of the Seller's unit policy. Alternatively, the Buyer may, at the Buyer's option, declare this Agreement null and void.

14. FIXTURES / CHATTELS / LEASED EQUIPMENT

(a) All existing fixtures on the property, which may include but are not limited to: flooring and floor coverings, drapery tracks, ceiling fans and light fixtures, built-in appliances, bathroom mirror(s), heating-ventilating-air conditioning equipment, garage door opener(s), central vacuum, and all applicable accessories/remote(s) and all other items secured by means of nails, screws, plumbing, wiring, ducting and related accessories are to be included in the purchase price except items which are leased or rented including those specifically listed herein in this Agreement, with the following exceptions:

N/A

(b) The following chattels owned by the Seller and presently located at the Property shall remain with the Property, to be included in the purchase price, and shall be conveyed to the Buyer in good working order, free and clear of encumbrances, on the date of closing:

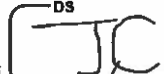
N/A

(c) The Seller agrees to inform the Buyer of any leased equipment. In the case of leased equipment, the Buyer may be required to purchase the product from the lessor or assume the existing lease. Current leased equipment is (include lessor name below):

- Hot Water Tank: _____ Furnace / Heating System: _____
- Propane Tank: _____ Security System: _____
- Other: _____

15. SURVEY

The cost of a New Brunswick Land Surveyor's Real Property Report shall be the responsibility of the Buyer. Notwithstanding the foregoing, the Seller is to supply to the Buyer or Buyer's Agent any New Brunswick Land Surveyor's Real Property Report / Subdivision Plan / Survey Plan that may be in the Seller's possession, without warranty.

Acknowledgement of completion of Page 3 - Buyer's Initials  Seller's Initials _____ / _____

Property designated as civic address: Boars Head Road Saint John NB

16. TITLE SEARCH

The Buyer may examine the title of the Property at the Buyer's expense and any valid objection to title which the Buyer wishes to make shall be made in writing to the Seller on or before the day of closing. In the event a valid objection to title is made that the Seller is unable or unwilling to remove prior to closing, and which the Buyer does not waive, this Agreement becomes null and void.

17. CONVEYANCE

The conveyance of the Property shall be by Transfer, Deed, or Bill of Sale drawn at the expense of the Seller, to be delivered on payment of the purchase price on the Closing Date. The Property is to be conveyed free from encumbrances, except utility easements that do not materially affect the enjoyment of the Property, registered restrictions, or covenants that affect the Property.

18. ADDITIONAL DOCUMENTS

The attached additional documents, if applicable, form part of this contract:

- Covenants
- Builder's Specifications
- Municipal Drainage Plans
- Floor Plans
- House Plans
- Schedule: _____
- Other: _____
- Other: _____

19. GENERAL

- (a) Any tender of documents to be delivered or money payable may be made by the Seller, Seller's Agent or Lawyer or the Buyer, Buyer's Agent or Lawyer or any other party acting on their behalf. Money paid, subsequent to the deposit, shall be by Solicitor's trust cheque, certified cheque, or the equivalent, drawn on a chartered Canadian Bank, Trust Company or Credit Union.
- (b) The Buyer shall have the right, upon providing the Seller with reasonable notice, to conduct a pre-closing inspection of the Property to ensure that the Property is in the same state of repair and condition as viewed on the date of this Agreement. If the Property is not in the same state of repair and condition and the Seller is unable or unwilling to make the necessary repairs, then this Agreement may become null and void at the buyer's discretion.
- (c) All warranties and representations contained in this Agreement shall survive the closing unless otherwise stated in this Agreement.
- (d) In all aspects of this Agreement, time shall be of the essence. In the event of a written agreement of extension, time shall continue to be of the essence. This Agreement shall be to the benefit of and be binding upon the parties, their respective heirs, executors, administrators, successors and assigns.
- (e) This Agreement is to be read with all changes of gender or number as the context requires. This Agreement shall constitute the entire Agreement between the parties and shall be governed by the laws of the Province of New Brunswick.
- (f) The Seller and the Buyer agree to be bound by offers and counter offers and related documentation and/or communication that may be transmitted electronically and that reproductions of the signatures therein will be treated as originals.
- (g) The Buyer and Seller have the right to seek legal counsel with respect to this Agreement.
- (h) If the Buyer defaults in the completion of the sale under the terms of this Agreement, any money paid hereunder shall be forfeited to the Seller without interest or penalty by way of liquidated damages, or the Seller may, at the Seller's option, compel the Buyer to complete the sale.
- (i) If this Agreement becomes null and void under the terms of this Agreement, all deposits paid shall be returned to the Buyer in full. By signing this Agreement, the Buyer and Seller consent and irrevocably instruct the Seller's Agent to release all deposits to the Buyer without interest or penalty.
- (j) In the event that 19(i) is applicable, the Buyer and Seller both agree to release and forever discharge each other, the Seller's Agent and the Buyer's Agent from any claims that either party has or may have arising from the deposit.
- (k) Once received and accepted, all Schedules and additional documents attached shall form part of this Agreement of Purchase and Sale and shall be deemed acceptable to the Buyer and Seller.
- (l) The Seller warrants that the Property IS or IS NOT registered under the Farm Land Identification Program (FLIP).

20. AGENCY RELATIONSHIP

The Seller and the Buyer acknowledge having received, read and understood the "WORKING WITH A REALTOR" form, as published by The New Brunswick Real Estate Association and acknowledge and confirm as follows:

(a) The Seller DOES or DOES NOT have an Agency relationship with:

NAME OF AGENT (company) as represented by _____ NAME OF REALTOR* (please print)

NAME OF AGENT (company) as represented by _____ NAME OF REALTOR* (please print)

Acknowledgement of completion of Page 4 - Buyer's Initials DS as represented by JS Seller's Initials _____ / _____

Property designated as civic address: Boars Head Road Saint John NB

(b) The Buyer DOES or DOES NOT have an Agency relationship with:

_____ as represented by _____
NAME OF AGENT (company) NAME OF REALTOR® (please print)

(c) The Buyer and the Seller acknowledge that by signing this Agreement they have consented to a Dual Agency relationship with:

_____ as represented by _____
NAME OF AGENT (company) NAME OF REALTOR® (please print)

NAME OF REALTOR® (please print)


21. TIME FOR ACCEPTANCE

This offer shall be open for acceptance until 5 p.m. on the 7 day of May, 2021.

Notification of the acceptance of this offer shall be communicated by the Seller's Agent to the Buyer's Agent prior to the designated time and date or this Agreement becomes null and void.

Dated at Saint John, this 22nd day of April, 2021.

Signed and delivered in the presence of:

DocuSigned by:

5316A145F37743A...
BUYER 715306 NB Ltd. and Assignee

WITNESS

BUYER

WITNESS

22. ACCEPTANCE

I hereby confirm this offer was presented and accepted at _____ on the _____ day of _____, 20____.

Signed and delivered in the presence of:

SELLER ROYAL BANK OF CANADA

WITNESS

SELLER

WITNESS

23. REJECTION

I hereby confirm this offer was presented and rejected at _____ on the _____ day of _____, 20____.

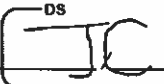
Signed and delivered in the presence of:

SELLER ROYAL BANK OF CANADA

WITNESS

SELLER

WITNESS

Acknowledgement of completion of Page 5 - Buyer's Initials  Seller's Initials _____/_____

Property designated as civic address: Boars Head Road Saint John NB

24. COUNTER OFFER

(a) I confirm having read and understood this Agreement and have **MODIFIED THE PRICE TO** _____ or **ACCEPTED THE PRICE OF:**
_____ Dollars (\$ _____)

along with the following amendments:

This counter offer shall be open for acceptance until _____ on the _____ day of _____, 20____.
Notification of the acceptance of this counter offer shall be communicated by the Buyer's Agent to the Seller's Agent prior to the designated time and date or this Agreement becomes null and void.

Dated at _____, this _____ day of _____, 20____.

Signed and delivered in the presence of

WITNESS

SELLER **ROYAL BANK OF CANADA**

WITNESS

SELLER

(b) The Buyer hereby agrees to the above price of \$ _____ and all other amendments contained in this counter offer.

Dated at _____, this _____ day of _____, 20____.

Signed and delivered in the presence of

WITNESS

BUYER **715306 NB Ltd. and Assignee**

WITNESS

BUYER

Seller's Solicitor: _____

Phone: _____

Fax: _____

Buyer's Solicitor: _____

Phone: _____

Fax: _____

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COMMON COUNCIL REPORT

M&C No.	2021-129
Report Date	April 27, 2021
Meeting Date	May 03, 2021
Service Area	Utilities and Infrastructure Services

His Worship Mayor Don Darling and Members of Common Council

SUBJECT: Engineering Services: Lakewood Heights Area – Inflow and Infiltration Study

AUTHORIZATION

Primary Author	Commissioner/Dept. Head	City Manager
<i>Susan Steven</i>	<i>J. Brent McGovern / Michael Baker</i>	<i>John Collin</i>

RECOMMENDATION

It is recommended that the proposal from CBCL Limited for engineering services for the Lakewood Heights Area - Inflow and Infiltration Study in the amount of \$283,475 including HST be accepted and that the Mayor and Common Clerk be authorized to execute the appropriate documentation in that regard.

EXECUTIVE SUMMARY

The purpose of this report is to recommend that Council award the Engineering Services: Lakewood Heights Area – Inflow and Infiltration Study to CBCL Limited.

PREVIOUS RESOLUTION

July 30, 2018: (M&C 2018-220) – Council Report 2019 Utility Fund Capital Budget approved.

REPORT

BACKGROUND

The approved 2019 Water & Sewerage Utility Fund Capital Program included funding for the Lakewood Heights Area – Inflow and Infiltration Study.

A Request for Proposal (RFP) was advertised to engage an Engineering firm to complete a study of the sanitary system that feeds the Hickey Road Sanitary Lift Station. This study will identify all sources of inflow and infiltration into the sanitary sewer system by completing various field investigations including smoke testing, manhole inspections, video inspection and flow monitoring. The study shall identify and prioritize all minor and major remedial measures required for

the sewer system as well as determine and comment on the capacity of the sanitary system based on existing and future levels of development. The successful Consultant shall also update the existing sewer model with the information acquired from the flow monitoring program.

ANALYSIS

With a comprehensive terms of reference document developed by staff, a public call for proposals was made for consulting engineering services. The Request for Proposal (RFP) closed on April 15, 2021 with responses received from the following two consulting engineering companies:

- ◆ CBCL Limited, Saint John, NB
- ◆ Englobe Corp., Saint John, NB

A Review Committee consisting of staff from Supply Chain Management and Utilities and Infrastructure Services was formed to evaluate submissions.

Each member completed an independent review of the submissions and a joint discussion was held to develop the final ranking of submissions. The Review Committee concluded on their recommendation, which follows later in the report.

The evaluation process uses the expertise of a variety of staff from Supply Chain Management, Engineering and Saint John Water to ensure a thorough review of the various submissions. Care must be taken to ensure that the necessary level of effort and expertise is being directed to the various tasks involved in the work, while still ensuring that costs to be incurred are appropriate and controllable. It is for these reasons that cost, although very important, cannot be the sole nor most critical deciding factor in making the selection of a consulting engineering firm.

The Committee was tasked with the role of reviewing each submission against the proposal evaluation criteria as defined in the proposal call document. These criteria consisted of the following:

1. **Quality and Completeness** – Does the proposal address all of the needs raised? Is the proposal presented in an organized and professional manner?
2. **Consultant's Experience** – Has the consultant demonstrated a level of expertise with the requirements of this project?
3. **Experience of Employees / Sub-consultants** – Has the consultant demonstrated a level of expertise for the employees of the company and sub consultants listed?

4. **Methodology** – Does the approach to the project outlined in the proposal address, in a realistic sense, attainable goals and is it in keeping with the City’s expectations for the project?
5. **Cost** – Cost will be a factor, however not the only factor to be considered. Is the price quoted in line with the City’s estimate for the work and has it allowed for each aspect of the project to be adequately addressed?

After careful, independent consideration of presentation, company experience, personnel and technical proposal, the Review Committee met to analyze the findings of each member. After completion of the “technical” evaluation, the financial proposals were opened and addressed. These had been submitted in separate, sealed envelopes.

After due consideration, the Review Committee selected the submission of CBCL Limited as the best proposal based on an overall rating of the evaluation criteria - presentation, company experience, personnel, technical proposal, and cost. The submission from CBCL Limited met all the requirements of the proposal call in a manner acceptable to the committee and had the lowest cost of the submitted proposals.

POLICY – ENGAGEMENT OF ENGINEERING CONSULTANTS

The costs incurred by the Consultant will be paid in accordance with the terms of the Request For Proposal at the rates submitted and accepted in the Consultant’s proposal, not to exceed the Recommended Hourly Rates as contained in The Association of Consulting Engineering Companies – New Brunswick fee guideline.

STRATEGIC ALIGNMENT

This report aligns with Council’s Priority for Valued Service Delivery, specifically as it relates to investing in sustainable City services and municipal infrastructure.

SERVICE AND FINANCIAL OUTCOMES

The proposed cost of work from CBCL Limited to provide engineering services for the Lakewood Heights Area – Inflow and Infiltration Study is \$283,475 including HST. The 2019 Water & Sewerage Utility Fund Capital Program included \$430,000 to complete this work.

INPUT FROM OTHER SERVICE AREAS AND STAKEHOLDERS

Supply Chain Management facilitated the RFP process to solicit proposals from Engineering Consultants for the Lakewood Heights Area – Inflow and Infiltration Study. The committee was tasked with the role of reviewing each submission against the proposal evaluation criteria as defined in the proposal call document.

In accordance with the City's policies and procedures, separate assessments of the technical and financial aspects of the submissions were undertaken by the evaluation committee members. The above process is in accordance with the City's Procurement Policy and Supply Chain Management support the recommendation being put forth.

ATTACHMENTS

N/A

COMMON COUNCIL REPORT

M&C No.	2021-130
Report Date	April 28, 2021
Meeting Date	May 03, 2021
Service Area	Utilities and Infrastructure Services

His Worship Mayor Don Darling and Members of Common Council

***SUBJECT: Low Carbon Economy Fund (LCEF) Second Amending Agreement-
Municipal Buildings Energy Retrofit Project***

AUTHORIZATION

Primary Author	Commissioner/Dept. Head	City Manager
<i>Samir Yammine</i>	<i>J. Brent McGovern</i>	<i>John Collin</i>

RECOMMENDATION

It is recommended that Common Council approve the Second Amending Agreement under the Low Carbon Economy Fund for the Municipal Buildings Energy Retrofit Project in the form and upon the terms and conditions as attached; and that the Mayor and Common Council be authorized to execute the said Amending Agreement.

EXECUTIVE SUMMARY

The purpose of this report is to seek Common Council’s approval of the Second Amending Agreement. The proposed Second Amending Agreement consists of changes to the Project’s fiscal year breakdown and Inclusion of Eligible Incremental Employee Expenditures i.e., Schedule B.2, B.3 and B.4 of the funding agreement as well as the extension of the project completion date from 31 March 2022 to 31 March 2024.

PREVIOUS RESOLUTION

M&C 2019-312. It is recommended that the City enter into the Grant Agreement with Her Majesty the Queen in Right of Canada, as represented by the Minister of the Environment who is responsible for the Environment and Climate Change Canada under the Low Carbon Economy Fund for the Municipal Buildings Deep Energy Retrofit in the form and upon the terms and conditions as attached; and that the Mayor and Common Clerk be authorized to execute the said Agreement.

M&C 2021-090. It is recommended that Common Council approve the Amending Agreement under the Low Carbon Economy Fund for the Municipal Buildings Energy Retrofit Project in the form and upon the terms and conditions as attached;

and that the Mayor and Common Council be authorized to execute the said Amending Agreement.

REPORT

In the past year, the City of Saint John has been working with the Environment and Climate Change Canada staff to extend the project completion date due to Covid-19 and include eligible employee expenditures. In response, the Federal Government has agreed to extend the project completion date from 31 March 2022 to 31 March 2024. The proposed changes will impact the Project's fiscal year breakdown and enable the City staff to better manage the Project timeline and cost as well as maximize the environmental and economic benefits.

The Municipal Retrofit Project is currently underway and over 11 retrofit projects have been completed in 2020. These projects are as follows:

- 1- Lighting Retrofit at the Various City Arenas (Hurley, Peter Murray, and Gorman)
- 2- Interior Lighting Retrofit at TD Station
- 3- Interior Lighting Retrofit at Aquatic Center
- 4- Chiller Replacement at Peter Murray Arena
- 5- Compressor Replacement at LBR
- 6- Municipal Street Lighting Retrofit
- 7- Lighting Retrofit at Peel Plaza Parking Garage
- 8- Lighting Retrofit at Market Square Parking Garage
- 9- Pumps Replacement at Carpenter Place

Additionally, over 10 projects are planned for 2021.

STRATEGIC ALIGNMENT

The Municipal Energy Retrofit Project aligns with the following City plans, policies, Council Priorities, programs, and practices:

- 1- City of Saint John Corporate GHG and Energy Action plan to reduce GHG emissions by 30% by 2025 and achieve carbon neutral by 2040.
- 2- City of Saint John Asset Management Policy objectives to apply risk-based decision and life-cycle costing principles to prioritize capital investment, identify alternative measures, facilitate the leveraging of infrastructure funding from external sources and improve the reliability of customer service.
- 3- City of Saint John Capital Investment Policy

SERVICE AND FINANCIAL OUTCOMES

The City of Saint John will receive a total grant up to \$2,146,880 or 40% of the eligible cost toward the City Municipal Building Deep Energy Retrofit Project. The proposed funding will enable the City to improve the level of service, reduce GHG emissions, reduce energy and operating costs, reduce infrastructure deficit as well as renew the City Municipal Buildings Infrastructure.

INPUT FROM OTHER SERVICE AREAS AND STAKEHOLDERS

The City of Saint John Utilities and Infrastructure Services and Legal Departments have reviewed the attached Amending Agreement and are satisfied with the recommendation as they pertain to their respective areas of services.

ATTACHMENTS

Low Carbon Economy Fund Second Amending Agreement - Municipal Buildings Energy Retrofit Project.

**AMENDING AGREEMENT
TO THE CHALLENGE FUND FUNDING AGREEMENT
REGARDING MUNICIPAL RETROFIT PROJECT
("AMENDING AGREEMENT")**

This Second Amending Agreement is made as of the date of last signature,

BETWEEN: **HER MAJESTY THE QUEEN IN RIGHT OF CANADA**, as represented by the Minister of the Environment who is responsible for Environment and Climate Change Canada ("Canada" or the "Minister"),

AND **THE CITY OF SAINT JOHN**, incorporated by Royal Charter as confirmed and amended from time to time by the Acts of the Legislative Assembly of New Brunswick ("Recipient"),

Individually referred to as a "Party" and collectively referred to as the "Parties".

WHEREAS the Parties concluded the Challenge Fund Funding Agreement Regarding Municipal Retrofit Project, effective December 5, 2019, as amended by a first amending agreement, effective March 30, 2021 (the "Original Agreement");

AND WHEREAS the Parties desire to amend the Original Agreement, in accordance with subsection 39 of the Original Agreement;

NOW THEREFORE, the Parties agree to the following:

1. Capitalized terms used herein have the same meaning given to them in the Original Agreement.
2. Amend the date specified as "September 30, 2022" in the definition of "Agreement End Date" in Subsection 2.2 of the Original Agreement to read as "September 30, 2024."
3. Delete and replace the definition of "Eligible Expenditures" in Subsection 2.2 with the following:

"Eligible Expenditures" means those costs incurred and paid by the Recipient between the Effective Date and March 31, 2024 that are directly related to the Project and which are considered eligible by Canada, as set out in Schedule A.1 of the Agreement."
4. Amend the date specified as "June 30, 2022" in the definition of "Final Claim Date" in Subsection 2.2 of the Original Agreement to read as "June 30, 2024."
5. Amend the date specified as "March 31, 2022" in the definition of "Project Completion Date" in Subsection 2.2 of the Original Agreement to read as "March 31, 2024."
6. Amend Paragraph 4.4 a) of the Original Agreement by adding the following sentence at the end of Paragraph 4.4 a):

"Notwithstanding Section 39, where Canada has approved the Recipient's reallocation request, Canada shall inform the Recipient of its approval in writing, which approval shall give effect to the amended Schedule B.3 of Schedule B."
7. Amend the last sentence of Paragraph 4.5 d) of the Original Agreement to read:

"If Canada has approved a change and has determined that the change is minor in nature, Canada shall inform the Recipient of its decision in writing to give the change effect."
8. Amend the date specified as "November 18, 2019" in Subsection 5 a) of the Original Agreement to read as "December 4, 2019."
9. Amend the first sentence of Paragraph 10.2 a) of the Original Agreement to read:

"In each Fiscal Year, the Recipient shall submit to Canada quarterly requests for payment, unless otherwise agreed to by Canada, covering the Recipient's Eligible Expenditures in a format provided by and acceptable to Canada."

10. Delete Section 37 of the Original Agreement and insert the following Section 37 in its place:

“37. ASSIGNMENT OF THE CONTRIBUTION AGREEMENT

This Agreement or any payment, rights or obligations thereunder, shall not be assigned, in whole or in part, without the prior written consent of Canada. Any assignment made without such prior written consent is void and of no effect and resolves the assignment.”

11. Amend Paragraph A.1 ii) of SCHEDULE A – ELIGIBLE AND INELIGIBLE EXPENDITURES of the Original Agreement to read:

“be incurred and paid between the Effective Date and March 31, 2024; and”

12. Delete SCHEDULE B.1: PROJECT DESCRIPTION of the Original Agreement and insert in its place the following SCHEDULE B.1: PROJECT DESCRIPTION:

SCHEDULE B.1: PROJECT DESCRIPTION

The Municipal Retrofit in Saint John, New Brunswick will result in reduced greenhouse gas (GHG) emissions by reducing energy consumption in several municipal buildings through controls upgrades, light-emitting diode (LED) retrofits and control, heat recovery, high efficiency heat, ventilation and air conditioning (HVAC) systems and several other energy measures and opportunities, such as building envelope improvement, installation of high efficiency motors and pumps, renewable energy sources, energy monitoring systems, Measurement & Verification Plan, staff training, etc. The project will cost approximately \$5.5M and result in GHG reductions in 2030 of 1,500 tonnes of CO₂.

The buildings slated for retrofits and subject to GHG reduction measures include the following:

Building Name	Civic Address
East Garage	525 McAllister Drive
Main Garage	175 Rothesay Avenue
West Garage	1954 Manawagonish Rd
Peel Plaza Parking Garage	75 Carleton Street
Eastern Wastewater Treatment Facility	441 Red Head Road
Millidgeville Wastewater Treatment Facility	700 Woodward Avenue
Lancaster Wastewater Treatment Facility	1210 Sand Cove Road
Carpenter Place Lift Station	1608 Saint John Throughway
Churchill Boulevard Lift Station (2 Floors)	283 Samuel Davis Drive
Market Place Lift Station (2 Floors)	240 Market Place
Lorneville Lift Station (2 Floors)	801 Lorneville Road
Bayside Drive Lift Station 3	20 Irving Road East
Parks Street Pumping Station	1 Mitchell Street
Spruce Lake Pumping Station	2528 Ocean Westway
Musquash Pumping Station	1107 Route #7
Champlain Heights Pump Station	784 Loch Lomond Road
University Avenue Pump Station	399 University Avenue
Somerset Street Pump Station	510 Somerset Street
Rockwood Park Water Tank	420 Fisher Lake Drive
Millidgeville Water Tank	707 Samuel Davis Drive
PRV 109 (Kennebecasis Drive)	1244 Kennebecasis Drive
Thorne Pumping Station	Thorne Avenue
Fire Station #1	47 Leinster Street
Fire Station #2	850 Loch Lomond Road
Fire Station #4	36 Courtenay Avenue
Fire Station #5	35 Adelaide Street
Fire Station #6	286 King Street West
Fire Station #7	7 Manchester Avenue
Fire Station #8	608 Millidge Avenue
Operation Complex	175 Rothesay Avenue
Police Headquarters	1 Peel Plaza
Transit Building	55 MacDonald Street
Canada Games Aquatic Centre	50 Union Street
Peter G. Murray Arena	701 Dever Road
Hilton Belyea Arena	390 Lowell Street

Building Name	Civic Address
Charles Gorman Arena	80 University Avenue
Stewart Hurley Arena	1500 Hickey Road
Harbour Station	99 Station Street
Lord Beaverbrook Rink	536 Main Street North
Leisure Services Offices - 171 Adelaide Street	171 Adelaide Street
Leisure Services Maintenance Garage - 171 Adelaide Street	171 Adelaide Street
Leisure Services Storage Building - 171 Adelaide Street	171 Adelaide Street
Shamrock Park Clubhouse (Ballfield) - 200 Visart Street	200 Visart Street
Forest Hills Maintenance Depot/Office - 707 Westmorland Road	707 Westmorland Road
Carleton Community Centre - 120 Market Place	120 Market Place
Nick Nicolle Community Centre - 85 Durham Street	85 Durham Street
Carnegie Building	20 Peel Plaza
West Library - 621 Fairville Blvd., Lancaster Mall	621 Fairville Blvd.
Ornamental Street Lights	Various locations
Various Parks (Victoria, Rainbow, Rockwood, Dominion, Flemming, etc.)	Various locations
Forest Hills Ballfield/Canteen - 651 Westmorland Road	651 Westmorland Road
Market Square Facility	1 Market Square

This Project includes the following main milestones:

1. Energy consultant team engaged through a public request for proposal process to perform the following assessments and evaluations (December 2019).
 - Full inventory of energy consuming systems across targeted buildings
 - Allocation of existing energy usage as compared to utility baselines
 - Identification of energy waste
 - Development of energy conservation measures including costing and approximate construction timelines
2. Energy conservation measures for implementation evaluated and identified by City staff (project team) in cooperation with the energy consultant team (December 2021).
 - Assembly of all energy conservation measures identified across all target buildings
 - Evaluation of energy conservation measures using the following factors:
 - Alignment with asset management policy and capital investment policy;
 - High risk assets using adopted risk rating framework to identify these assets;
 - Level of impact on service to public and environmental effects;
 - Net present value of asset renewal; and,
 - Greenhouse gas emissions impact.
3. Implementation to be completed in cooperation between the City Staff, Energy Consultant Team, and Contractor, selected through public tender process (February 2024).
 - Production of engineering documents including plans and specifications for all selected energy conservation measures.
 - Tendering of engineering plans and specifications to ensure cost effectiveness of construction work.
 - Award of projects to contractors
 - Construction management to ensure proper implementation of projects
 - Commissioning plan will be developed and executed according to the American Society of Heating, Refrigerating and Air Conditioning Engineers (ASHRAE) Standard 202-2013.
 - Develop and implement preventative maintenance programs to ensure subsystems

are operating as per the manufacturer recommendations and to reduce unplanned expenditures.

4. Measurement and verification (M&V) and GHG emissions verification work will be performed in cooperation with the City staff and energy consultant team (ongoing).
 - An M&V Plan will be developed and executed in accordance to the International Performance Measurement and Verification Protocol (IPMVP) and International Organization for Standardization (ISO) 14034. M&V is the process of determining energy and GHG emission savings using one of four options
 - An energy management and tracking system will be put in place to manage the building's energy performance.
 - Educate and train staff on the new system.
 - Monthly presentations and reports on the performance of the buildings including any deficiencies and recommended improvements.

Results:

The City of Saint John will measure the reduction by implementing the developed measurement and verification plan in accordance to the International Performance Measurement and Verification Protocol (IPMVP) and ISO 14034.

Project Outcomes:

Outcome 1: Total estimated domestic GHG reductions in tonnes of carbon dioxide equivalent		
Project or activity	GHG Reductions in 2030 (tonnes CO₂ eq.)	Cumulative GHG reductions over the Project lifetime up to 2050 (tonnes CO₂ eq.)
Municipal Retrofit	1,500	46,558

Outcome 2: Total estimated energy savings in gigajoules, if applicable		
Project or activity	Energy savings in 2030 (gigajoules)	Cumulative energy savings over the Project lifetime up to 2050 (gigajoules)
Municipal Retrofit	20,882	625,401

Outcome 3: Estimated full-time-equivalent jobs created in each fiscal year by the implementation of the Project						
Indicator	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	Total cumulative
Number of jobs created	5	25	25	25	25	105

Outcome 4: Other applicable benefits associated with the Project, as applicable	
Other benefits	Description of how the Project is achieving or expects to achieve this co-benefit
Environmental: improvement to air quality and/or reduction of air pollution	The Municipal Retrofit project is considered a catalyst in reducing corporate and community GHG emissions. The implementation of this Project will help improve air quality and reduce air pollution through displacement of electrical usage. The implementation of this Project will help improve the air quality and reduce air pollution through the displacement of existing fossil fuel usage. The City suffers a poor air quality as a result of large industries emitting air pollution.
Clean Growth: Project has the potential for replicable or enables similar projects to be undertaken in Canada in the future.	The City of Saint John was one of the first Canadian municipalities to embark on creating an energy efficiency program. The City has received many regional and national awards for its energy efficiency program and has helped many municipalities across Atlantic Canada in the past to undertake such an initiative. The City will continue to share its lessons learned and information regarding the energy retrofits and how these projects could be models for other communities to replicate. The City through the asset and energy management department will hold presentations, workshops, and provide Key Performance Indicators (KPIs) through public monitoring systems to engage the public and other communities.

13. Delete SCHEDULE B.2: PROJECT BUDGET of the Original Agreement and insert in its place the following SCHEDULE B.2: PROJECT BUDGET:

SCHEDULE B.2: PROJECT BUDGET

Project name	Municipal Retrofit
---------------------	---------------------------

Total costs of the Project	\$5,494,930	100%
Total Eligible Expenditures of the Project	\$5,367,200	97.68%
Total Ineligible Expenditures of the Project	\$127,730	2.32%
Recipient's contribution towards Eligible Expenditures	\$3,220,320	60%
Canada's maximum contribution towards Eligible Expenditures	\$2,146,880	40%

EXPENDITURES / FUNDING REQUEST	TOTAL	FISCAL YEAR BREAKDOWN				
		2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
Total Project expenditures						
Total Eligible Expenditures	\$5,367,200	\$0	\$851,930	\$2,205,226	\$1,280,767	\$1,029,277
Total Ineligible Expenditures	\$127,730	\$0	\$0	\$0	\$127,730	\$0
Total of All Expenditures	\$5,494,930	\$0	\$851,930	\$2,205,226	\$1,408,497	\$1,029,277
Canada's contribution pertaining to each Fiscal Year						
Uncapped Eligible Expenditures	\$1,999,942	\$0	\$290,772	\$823,678	\$493,045	\$392,447
Eligible planning expenditures (capped at 5% of Canada's contribution)	\$104,000	\$0	\$50,000	\$44,100	\$4,950	\$4,950
Eligible incremental employee expenditures (capped at 2% of Canada's contribution)	\$42,938	\$0	\$0	\$14,312	\$14,312	\$14,314
Eligible travel expenditures (capped at 5% of Canada's contribution)	\$0	\$0	\$0	\$0	\$0	\$0
Total Canada's contribution toward Eligible Expenditures pertaining to each Fiscal Year	\$2,146,880	\$0	\$340,772	\$882,090	\$512,307	\$411,711

14. Delete SCHEDULE B.3: FISCAL YEAR BREAKDOWN of the Original Agreement and insert in its place the following SCHEDULE B.3: FISCAL YEAR BREAKDOWN:

SCHEDULE B.3: FISCAL YEAR BREAKDOWN

PROJECT NAME	SOURCES OF FUNDING	Estimated Eligible Contribution by Fiscal Year					
		TOTAL	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
Municipal Retrofit	Canada	\$2,146,880	\$0	\$340,772	\$882,090	\$512,307	\$411,711
	Recipient	\$3,220,320	\$0	\$511,158	\$1,323,136	\$768,460	\$617,566
	Total: Canada's contribution	\$2,146,880	\$0	\$340,772	\$882,090	\$512,307	\$411,711
	Total: Recipient's contribution	\$3,220,320	\$0	\$511,158	\$1,323,136	\$768,460	\$617,566

15. Delete SCHEDULE B.4: SUMMARY OF PROJECT COMPONENTS AND ASSOCIATED COSTS of the Original Agreement and insert in its place the following SCHEDULE B.4: SUMMARY OF PROJECT COMPONENTS AND ASSOCIATED COSTS:

SCHEDULE B.4: SUMMARY OF PROJECT COMPONENTS AND ASSOCIATED COSTS

Name of Project Component	Description	Start Date	End Date	Total Project Cost	Total Ineligible Expenditures	Total Eligible Expenditures	Recipient's Contribution to Eligible Expenditures	Canada's Maximum Contribution to Eligible Expenditures
Project Packaging	Costs of planning and assessment	Effective Date	Jun 23, 2020	\$18,865	\$1,365	\$17,500	\$10,500	\$7,000
Team Assembly	Costs of planning and assessment	Effective Date	Jun 23, 2020	\$18,865	\$1,365	\$17,500	\$10,500	\$7,000
Consultant	Consultant Design Fees	Mar 1, 2020	Mar 31, 2024	\$350,000	\$125,000	\$225,000	\$135,000	\$90,000
Water Facilities & Municipal Garages	Contractors costs (purchase & installation) including measurement and verification, reporting, GHG emissions and energy saving calculations, construction management and commissioning etc.)	Sept 1, 2020	Mar 31, 2024	\$642,200	\$0	\$642,200	\$385,320	\$256,880
Fire Halls & Office Buildings	Contractors costs (purchase & installation) including measurement and verification, reporting, GHG emissions and energy saving calculations, construction management and commissioning etc.)	Apr 1, 2020	Mar 31, 2024	\$740,000	\$0	\$740,000	\$444,000	\$296,000
Arenas & Leisure Service Buildings	Contractors costs (purchase & installation) including measurement and verification, reporting, GHG emissions and energy saving calculations, construction management and commissioning etc.)	Oct 1, 2020	Mar 31, 2024	\$2,210,000	\$0	\$2,210,000	\$1,326,000	\$884,000

Community Centres & Exterior LED Lighting	Contractors costs (purchase & installation) including measurement and verification, reporting, GHG emissions and energy saving calculations, construction management and commissioning etc.)	Jan 23, 2021	Mar 31, 2024	\$615,000	\$0	\$615,000	\$369,000	\$246,000
Market Square	Contractors costs (purchase & installation) including measurement and verification, reporting, GHG emissions and energy saving calculations, construction management and commissioning etc.)	Sept 1, 2020	Mar 31, 2024	\$900,000	\$0	\$900,000	\$540,000	\$360,000
TOTAL				\$5,494,930	\$127,730	\$5,367,200	\$3,220,320	\$2,146,880

16. Amend Paragraph C.1.2 i) of SCHEDULE C – REPORTING REQUIREMENTS of the Original Agreement to read:

“If relevant, updated status of the implementation of mitigation measures, activities and follow-up measures that are required to be performed during the Project implementation as a result of consultations with Indigenous groups, organizations, governments, or communities;”

17. Each Party represents and warrants that it has the full power and authority to enter into this Amending Agreement and has taken all necessary actions to authorize the execution of the Amending Agreement.

18. All other provisions of the Original Agreement remain in full force and effect, unamended.

19. This Amending Agreement may be signed in multiple counterparts, each of which so signed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute one Amending Agreement. The counterparts of this Amending Agreement may be signed by electronic signature by any of the Parties and delivered by “pdf” or other similar attachment to an email to the other Party and the receiving Party may rely on the receipt of the electronically signed and delivered document as if the original had been received.

IN WITNESS WHEREOF the Parties’ duly authorized representatives have executed this Amending Agreement:

HER MAJESTY THE QUEEN IN RIGHT OF CANADA

THE CITY OF SAINT JOHN

Digitally signed
by Fleming,
Per: Jesse Fleming
Director General
Programs Director
g, Jesse
Date: 2021.04.23
13:39:19 -04'00'

Per: Don Darling
Mayor

Date

Date

Per: Jonathan Taylor
Common Clerk

Date

Common Council Resolution Date

COMMON COUNCIL REPORT

M&C No.	2021-131
Report Date	April 28, 2021
Meeting Date	May 03, 2021
Service Area	Utilities and Infrastructure Services

His Worship Mayor Don Darling and Members of Common Council

**SUBJECT: Low Carbon Economy Fund (LCEF) Second Amending Agreement-
District Energy System (DES) Project**

AUTHORIZATION

Primary Author	Commissioner/Dept. Head	City Manager
<i>Samir Yammine</i>	<i>J. Brent McGovern</i>	<i>John Collin</i>

RECOMMENDATION

It is recommended that Common Council approve the Second Amending Agreement under the Low Carbon Economy Fund for the District Energy System (DES) Project in the form and upon the terms and conditions as attached; and that the Mayor and Common Council be authorized to execute the said Amending Agreement.

It is recommended that the City's investment in Phase 2 be conditional upon the approval of a business case by the Finance Committee and is conditional upon Common Council's approval within the Capital Budget and Capital Plans.

EXECUTIVE SUMMARY

The purpose of this report is to seek Common Council's approval of the Second Amending Agreement. The proposed Second Amending Agreement consists of the following changes: Project's fiscal year breakdown and Inclusion of Eligible Incremental Employee Expenditures i.e., Schedule B.2, B.3 and B.4 of the funding agreement, Extension of the project completion date from 31 March 2022 to 31 March 2024; addition of the DES Project Phase 2 which will include an increase of the Federal Government's contribution in the amount of \$1,894,654.

PREVIOUS RESOLUTION

M&C 2019-313. It is recommended that the City enter into the Grant Agreement with Her Majesty the Queen in Right of Canada, as represented by the Minister of the Environment who is responsible for the Environment and Climate Change Canada under the Low Carbon Economy Fund for the District Energy System (DES) Project in the form and upon the terms and conditions as attached; and that the Mayor and Common Clerk be authorized to execute the said Agreement.

M&C 2021-091. It is recommended that Common Council approve the Amending Agreement under the Low Carbon Economy Fund for the District Energy System (DES) Project in the form and upon the terms and conditions as attached; and that the Mayor and Common Council be authorized to execute the said Amending Agreement.

REPORT

In the past year, the City of Saint John has been working with the Environment and Climate Change Canada staff to address the following: extend the project completion date due to Covid-19, include eligible employee expenditures as well as increase Canada's contribution to add Phase 2 to the DES Project. In response, the Federal Government has agreed to extend the project completion date from 31 March 2022 to 31 March 2024 as well as increase their contribution. The proposed changes will impact the Project's fiscal year breakdown and enable the City staff to better manage the Project timeline and cost, connect other buildings such as future development at Fundy Quay and City Hall to the DES as well as maximize the environmental and economic benefits.

Phase 2 of the DES Project consists of the following.

- Connection to the Harbour.
- Installation of Heat Recovery and Pump House.
- Connection to Fundy Quay Development.
- Connection to City Hall and future Development at Fundy Quay.

Phase 1 of the DES is underway and consists of the following.

- Heat Recovery Chillers Supply and Installation (Completed)
- Upgrade the Isolation of Thermal Storage Cells (in progress)
- Upgrade the Control System (in progress)
- Connection to Hilton/Genesis (in progress)
- Connection to CGAC (Working on the design)

STRATEGIC ALIGNMENT

The DES Project aligns with the following City plans, policies, Council Priorities, programs, and practices:

- 1- City of Saint John Corporate GHG and Energy Action plan to reduce GHG emissions by 30% by 2025 and achieve carbon neutral by 2040.
- 2- City of Saint John Asset Management Policy objectives to apply risk-based decision and life-cycle costing principles to prioritize capital investment, identify

alternative measures, facilitate the leveraging of infrastructure funding from external sources and improve the reliability of customer service.

3. City of Saint John Capital Budget Policy

SERVICE AND FINANCIAL OUTCOMES

The City of Saint John will receive a total grant up to \$3,762,746 or 40% of the eligible cost toward the District Energy System (DES) Project for Phase 1 & 2, which is an increase of \$1,894,654 to Canada's contribution to cover Phase 2 of the Project.

Staff will bring forth a business case to support Phase 2 of the project to the Finance Committee with recommendations.

INPUT FROM OTHER SERVICE AREAS AND STAKEHOLDERS

The City of Saint John Utilities and Infrastructure Services and Legal Departments have reviewed the attached Amending Agreement and are satisfied with the recommendation as they pertain to their respective areas of services.

ATTACHMENTS

Low Carbon Economy Fund Second Amending Agreement- District Energy System (DES) Project.

**AMENDING AGREEMENT
TO THE CHALLENGE FUND FUNDING AGREEMENT
REGARDING DISTRICT ENERGY SYSTEM PROJECT
("AMENDING AGREEMENT")**

This Second Amending Agreement is made as of the date of last signature,

BETWEEN: **HER MAJESTY THE QUEEN IN RIGHT OF CANADA**, as represented by the Minister of the Environment who is responsible for Environment and Climate Change Canada ("Canada" or the "Minister"),

AND **THE CITY OF SAINT JOHN**, incorporated by Royal Charter as confirmed and amended from time to time by the Acts of the Legislative Assembly of New Brunswick ("Recipient"),

Individually referred to as a "Party" and collectively referred to as the "Parties".

WHEREAS the Parties concluded the Challenge Fund Funding Agreement Regarding District Energy System Project, effective December 5, 2019, as amended by a first amending agreement, effective March 30, 2021 (the "Original Agreement");

AND WHEREAS the Parties desire to amend the Original Agreement, in accordance with subsection 39 of the Original Agreement;

NOW THEREFORE, the Parties agree to the following:

1. Capitalized terms used herein have the same meaning given to them in the Original Agreement.
2. Amend the date specified as "September 30, 2022" in the definition of "Agreement End Date" in Subsection 2.2 of the Original Agreement to read as "September 30, 2024."
3. Delete and replace the definition of "Eligible Expenditures" in Subsection 2.2 with the following:

"Eligible Expenditures" means those costs incurred and paid by the Recipient between the Effective Date and March 31, 2024 that are directly related to the Project and which are considered eligible by Canada, as set out in Schedule A.1 of the Agreement."
4. Amend the date specified as "June 30, 2022" in the definition of "Final Claim Date" in Subsection 2.2 of the Original Agreement to read as "June 30, 2024."
5. Amend the date specified as "March 31, 2022" in the definition of "Project Completion Date" in Subsection 2.2 of the Original Agreement to read as "March 31, 2024."
6. Delete Paragraph 4.1 a) of the Original Agreement and insert the following Paragraph 4.1 a) in its place:

"Canada agrees to pay a contribution to the Recipient of not more than forty percent (40%) of the total Eligible Expenditures for the Project but only up to a maximum of three million seven hundred sixty-two thousand seven hundred forty-six dollars (\$3,762,746)."
7. Amend Paragraph 4.4 a) of the Original Agreement by adding the following sentence at the end of Paragraph 4.4 a):

"Notwithstanding Section 39, where Canada has approved the Recipient's reallocation request, Canada shall inform the Recipient of its approval in writing, which approval shall give effect to the amended Schedule B.3 of Schedule B."
8. Amend the last sentence of Paragraph 4.5 d) of the Original Agreement to read:

"If Canada has approved a change and has determined that the change is minor in nature, Canada shall inform the Recipient of its decision in writing to give the change effect."
9. Amend the date specified as "November 18, 2019" in Subsection 5 a) of the Original Agreement to read as "December 4, 2019."

10. Amend the first sentence of Paragraph 10.2 a) of the Original Agreement to read:

“In each Fiscal Year, the Recipient shall submit to Canada quarterly requests for payment, unless otherwise agreed to by Canada, covering the Recipient’s Eligible Expenditures in a format provided by and acceptable to Canada.”

11. Delete Section 37 of the Original Agreement and insert the following Section 37 in its place:

“37. ASSIGNMENT OF THE CONTRIBUTION AGREEMENT

This Agreement or any payment, rights or obligations thereunder, shall not be assigned, in whole or in part, without the prior written consent of Canada. Any assignment made without such prior written consent is void and of no effect and resolves the assignment.”

12. Amend Paragraph A.1 ii) of SCHEDULE A – ELIGIBLE AND INELIGIBLE EXPENDITURES of the Original Agreement to read:

“be incurred and paid between the Effective Date and March 31, 2024; and”

13. Delete SCHEDULE B.1: PROJECT DESCRIPTION of the Original Agreement and insert in its place the following SCHEDULE B.1: PROJECT DESCRIPTION:

SCHEDULE B.1: PROJECT DESCRIPTION

The City of Saint John will develop a District Energy System (DES) at the Market Square facility at 1 Market Square, Saint John, New Brunswick (NB) to connect and provide renewable heating and cooling to four buildings (Market Square, Genesys, Hilton Hotel and Canada Games Aquatic Centre). The DES will use various energy sources such as heat recovery, waste energy as well as geothermal and be designed to allow the connection of more buildings in the future. The DES will utilize heat pump technology to harness energy recovery for distribution between the connected sites and will result in GHG reductions in 2030 of 1,065 tonnes of carbon dioxide equivalent (eCO₂).

The key activities of this Project – Phase 1 consists of the following:

1. Planning, design, and tender (Effective date to June 2021)
 - Hire consultant to plan and design DES
 - Finalize actual design
 - Consultant prepares public tender package to hire contractor(s)
 - Council approves contract(s)
 - Project awarded to contractor(s)
2. Installation of Central Plant, including the purchase and installation by contractors and manufactures (December 2019 to October 2022)
 - Heat recovery chillers
 - Isolation of thermal storage cells from main loop heat exchange and pumps
 - Electrical and controls for the new equipment
 - Condenser water pumps and accessories for geo-exchange
 - Cold and hot water mains
3. Connection of DES to the following buildings (September 2020 to March 2023)
 - The Market Square, located at 1 Market Square, Saint John
 - Hilton Hotel, located at 1 Market Square, Saint John
 - Genesys, located at 50 Smythe St, Saint John
 - Canada Games Aquatic Centre, located at 50 Union St, Saint John

In a second phase of the Project, the City of Saint John will expand the DES to include connection to the adjacent Saint John Harbour, Coast Guard site, and Saint John City Hall as well as provision to connect future buildings. The second phase to the Project will result in GHG reductions in 2030 of 351 tonnes of eCO₂.

The key activities of this Project – Phase 2 will include:

1. Internal planning and procurement of engineering services (January 2021 to March 2024)
 - Hire consultant to plan and design DES
 - Finalize actual design
 - Consultant prepares public tender package to hire contractor(s)
 - Council approves contract(s)
 - Project awarded to contractor(s)
2. Sea-water heat pump equipment purchase & installation (January 2021 to March 2024)
 - Expand Market Square central heating plant to include new sea-water heat recovery chiller.
 - Implement new underground tunnel for new piping runs and connection to the harbor
 - New heat exchanger and pumping systems for the open loop sea-water heat exchange

3. Connection of DES to the following buildings (January 2022 to March 2024)

- Connection of DES to Saint John Harbour (January 2022 to March 2024)
- Connection to Coast Guard site future development (January 2022 to March 2024)
- Connection to Saint John City Hall (January 2022 to March 2024)

Project Outcomes:

Outcome 1: Total estimated domestic GHG reductions in tonnes of carbon dioxide equivalent		
Project or activity	GHG Reductions in 2030 (tonnes CO₂ eq.)	Cumulative GHG reductions over the Project lifetime up to 2050 (tonnes CO₂ eq.)
District Energy System	4,110	210,121

Outcome 2: Total estimated energy savings in gigajoules, if applicable		
Project or activity	Energy savings in 2030 (gigajoules)	Cumulative energy savings over the Project lifetime up to 2050 (gigajoules)
District Energy System	93,844	4,911,672

Outcome 3: Estimated full-time-equivalent jobs created in each fiscal year by the implementation of the Project						
Indicator	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	Total cumulative
Number of jobs created	0	0	175	175	175	525

Outcome 4: Other applicable benefits associated with the Project, as applicable	
Other benefits	Description of how the Project is achieving or expects to achieve this co-benefit
Environmental: improvement to air quality and/or reduction of air pollution	This Project is seen as a catalyst in reducing corporate and community GHG emissions with an estimated reduction of over 560,000 tonnes of eCO ₂ over the lifetime of the Project. The implementation of these projects will help improve the air quality and reduce air pollution through the displacement of over 400,000 GJ of Natural Gas and over 1 Million liters of oil. The City suffers from poor air quality as a result of large industries emitting air pollution. The future goal of DES is to integrate to the existing pulp and paper in Saint John to recover waste energy (assuming over 200 degrees Fahrenheit) and be used to heat additional buildings otherwise cannot be heat using geothermal. The outcome of DES will help reduce the air pollution from the pulp and paper and make the plant more environmentally friendly.
Clean Growth: Project has the potential for replicable or enables similar projects to be undertaken in Canada in the future.	The City of Saint John was one of the first Canadian municipalities to embark on creating an energy efficiency program. The City has received many regional and national awards for its energy efficiency program and has helped many municipalities across Atlantic Canada in the past to undertake such an initiative. The City will continue to share its lessons learned and information regarding the DES and how this Project could be a model for other communities to replicate. The City through the asset and energy management department will hold presentations, workshops, and provide Key Performance Indicators (KPIs) through public monitoring systems to engage the public and other communities.
Environmental: Adaptation to climate change	The proposed DES will include a backup generator to ensure continuous heat/cool to customers, especially in case of power outages as a result of climate change events such as flooding, ice storm or high intensity rain. In addition, the energy retrofit measures will into consideration the impact of climate change on the municipal building including the waste water facilities, such as Solar PV for power back up in case of emergency, roof structure to mitigate extreme weather events, etc. These facilities could be used as a shelter in case of emergency. The City asset management policy has indicated that climate change will be considered on any renewal or new assets.

14. Delete SCHEDULE B.2: PROJECT BUDGET of the Original Agreement and insert in its place the following SCHEDULE B.2: PROJECT BUDGET:

SCHEDULE B.2: PROJECT BUDGET

Project name	District Energy System
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Total costs of the Project	\$9,617,036	100%
Total Eligible Expenditures of the Project	\$9,406,865	97.81%
Total Ineligible Expenditures of the Project	\$210,171	2.19%
Recipient’s contribution towards Eligible Expenditures	\$5,644,119	60%
Canada’s maximum contribution towards Eligible Expenditures	\$3,762,746	40%

EXPENDITURES / FUNDING REQUEST	TOTAL	FISCAL YEAR BREAKDOWN				
		2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
Total Project expenditures						
Total Eligible Expenditures	\$9,406,865	\$0	\$681,225	\$1,318,775	\$4,016,664	\$3,390,201
Total Ineligible Expenditures	\$210,171	\$0	\$0	\$0	\$110,171	\$100,000
Total of All Expenditures	\$9,617,036	\$0	\$681,225	\$1,318,775	\$4,126,835	\$3,490,201
Canada’s contribution pertaining to each Fiscal Year						
Uncapped Eligible Expenditures	\$3,499,354	\$0	\$263,226	\$453,444	\$1,530,184	\$1,252,500
Eligible planning expenditures (capped at 5% of Canada’s contribution)	\$188,137	\$0	\$9,264	\$49,066	\$51,482	\$78,325
Eligible incremental employee expenditures (capped at 2% of Canada’s contribution)	\$75,255	\$0	\$0	\$25,000	\$25,000	\$25,255
Eligible travel expenditures (capped at 5% of Canada’s contribution)	\$0	\$0	\$0	\$0	\$0	\$0
Total Canada’s contribution toward Eligible Expenditures pertaining to each Fiscal Year	\$3,762,746	\$0	\$272,490	\$527,510	\$1,606,666	\$1,356,080

15. Delete SCHEDULE B.3: FISCAL YEAR BREAKDOWN of the Original Agreement and insert in its place the following SCHEDULE B.3: FISCAL YEAR BREAKDOWN:

SCHEDULE B.3: FISCAL YEAR BREAKDOWN

PROJECT NAME	SOURCES OF FUNDING	Estimated Eligible Contribution by Fiscal Year					
		TOTAL	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
District Energy System	Canada	\$3,762,746	\$0	\$272,490	\$527,510	\$1,606,666	\$1,356,080
	Recipient	\$5,644,119	\$0	\$408,735	\$791,265	\$2,409,998	\$2,034,121
Total: Canada's contribution		\$3,762,746	\$0	\$272,490	\$527,510	\$1,606,666	\$1,356,080
Total: Recipient's contribution		\$5,644,119	\$0	\$408,735	\$791,265	\$2,409,998	\$2,034,121

16. Delete SCHEDULE B.4: SUMMARY OF PROJECT COMPONENTS AND ASSOCIATED COSTS of the Original Agreement and insert in its place the following SCHEDULE B.4: SUMMARY OF PROJECT COMPONENTS AND ASSOCIATED COSTS:

SCHEDULE B.4: SUMMARY OF PROJECT COMPONENTS AND ASSOCIATED COSTS

Name of Project Component	Description	Start Date	End Date	Total Project Cost	Total Ineligible Expenditures	Total Eligible Expenditures	Recipient's Contribution to Eligible Expenditures	Canada's Maximum Contribution to Eligible Expenditures
District Energy System – Phase 1								
Planning, design, and tender	Costs of planning and assessment related to Project Packaging	Effective Date	Jun 23, 2021	\$18,866	\$1	\$18,865	\$11,319	\$7,546
	Costs of planning and assessment related to Team Assembly	Effective Date	Jun 23, 2021	\$18,865	\$0	\$18,865	\$11,319	\$7,546
	Civil Engineering Contract - Consultant design & construction administration fees	Effective Date	Jun 23, 2021	\$170,287	\$108,287	\$62,000	\$37,200	\$24,800
	Mechanical and Electrical Engineering Contract - Consultant design & construction administration fees	Effective Date	Jun 23, 2021	\$226,383	\$101,883	\$124,500	\$74,700	\$49,800
Installation of central plant	Isolation of Thermal Storage Cells from Main Loop (HX + Pumps) - Contractors costs (purchase & installation including measurement and verification, reporting, GHG emissions and energy saving calculations, construction management and commissioning etc.)	Dec 1, 2019	Oct 28, 2022	\$650,000	\$0	\$650,000	\$390,000	\$260,000
	Heat Recovery Chillers - Contractors costs (purchase & installation including measurement and verification, reporting, GHG emissions and energy saving calculations, construction management and commissioning etc.)	Dec 1, 2019	Oct 28, 2021	\$1,279,789	\$0	\$1,279,789	\$767,873	\$511,916
	Condenser Water Pumps and Accessories for Geo-exchange - Contractors costs (purchase & installation)	Dec 1, 2019	Oct 28, 2022	\$200,000	\$0	\$200,000	\$120,000	\$80,000
	Cold and Hot Water Mains - Contractors costs (purchase & installation)	Dec 1, 2019	Oct 28, 2022	\$500,000	\$0	\$500,000	\$300,000	\$200,000

	Electrical and Controls - Contractors costs (purchase & installation)	Dec 1, 2019	Oct 28, 2021	\$200,000	\$0	\$200,000	\$120,000	\$80,000	
Connection of DES to buildings	Connection of the Canada Games Aquatic Centre - Contractors costs (purchase & installation including measurement and verification, reporting, GHG emissions and energy saving calculations, construction management and commissioning etc.)	Sept 1, 2020	Mar 31, 2023	\$1,016,210	\$0	\$1,016,210	\$609,726	\$406,484	
	Connection of the Genesys - Contractors costs (purchase & installation)	Sept 1, 2020	Jun 23, 2021	\$200,000	\$0	\$200,000	\$120,000	\$80,000	
	Connection of the Market Square - Contractors costs (purchase & installation)	Sept 1, 2020	Jun 23, 2021	\$150,000	\$0	\$150,000	\$90,000	\$60,000	
	Connection of the Hilton Hotel - Contractors costs (purchase & installation)	Sept 1, 2020	Mar 31, 2022	\$250,000	\$0	\$250,000	\$150,000	\$100,000	
District Energy System – Phase 1				SUB-TOTAL	\$4,880,400	\$210,171	\$4,670,229	\$2,802,137	\$1,868,092
District Energy System – Phase 2									
DES Design Engineering	Consultant design & construction administration fees <ul style="list-style-type: none"> Hire consultant to plan and design DES Finalize actual design Consultant prepares public tender package to hire contractor(s) Council approves contract(s) Project awarded to contractor(s) 	Jan 1, 2021	Mar 31, 2024	\$248,613	\$0	\$248,613	\$149,168	\$99,445	
DES Harbour Connection	Contractors costs (purchase & installation) <ul style="list-style-type: none"> Implement new underground tunnel for new piping mains and connection to harbor Purchase and installation of piping mains for connection to harbor New heat exchanger and pumping systems for the open loop sea-water heat exchange Including measurement and verification, reporting, GHG emissions and energy saving calculations, construction management and commissioning etc.) 	Jan 1, 2022	Mar 31, 2024	\$1,400,000	\$0	\$1,400,000	\$840,000	\$560,000	
Connection to Coast Guard Site and Saint John City Hall including	Contractors costs (purchase & installation) <ul style="list-style-type: none"> Installation of stubbed piping branches for future connection of Coast Guard site development 	Jan 1, 2022	Mar 31, 2024	\$2,184,700	\$0	\$2,184,700	\$1,310,820	\$873,880	

provision to connect future buildings	<ul style="list-style-type: none"> • Installation of new piping for connection of Saint John City Hall • New pumps to provide appropriate flow for Saint John City hall dual duct heating system • Including measurement and verification, reporting, GHG emissions and energy saving calculations, construction management and commissioning etc.) 							
Extended range heat recovery chiller and accessories	<ul style="list-style-type: none"> • Contractors costs (purchase & installation) • Expansion of Market Square chiller plant with new extended range heat recovery chiller for use with the new harbour connection • Including measurement and verification, reporting, GHG emissions and energy saving calculations, construction management and commissioning etc.) 	Jan 1, 2022	Mar 31, 2024	\$903,323	\$0	\$903,323	\$541,994	\$361,329
District Energy System – Phase 2			SUB-TOTAL	\$4,736,636	\$0	\$4,736,636	\$2,841,982	\$1,894,654
				TOTAL	\$9,617,036	\$210,171	\$9,406,865	\$5,644,119

17. Amend Paragraph C.1.2 i) of SCHEDULE C – REPORTING REQUIREMENTS of the Original Agreement to read:

“If relevant, updated status of the implementation of mitigation measures, activities and follow-up measures that are required to be performed during the Project implementation as a result of consultations with Indigenous groups, organizations, governments, or communities;”

18. Each Party represents and warrants that it has the full power and authority to enter into this Amending Agreement and has taken all necessary actions to authorize the execution of the Amending Agreement.

19. All other provisions of the Original Agreement remain in full force and effect, unamended.

20. This Amending Agreement may be signed in multiple counterparts, each of which so signed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute one Amending Agreement. The counterparts of this Amending Agreement may be signed by electronic signature by any of the Parties and delivered by “pdf” or other similar attachment to an email to the other Party and the receiving Party may rely on the receipt of the electronically signed and delivered document as if the original had been received.

IN WITNESS WHEREOF the Parties’ duly authorized representatives have executed this Amending Agreement:

HER MAJESTY THE QUEEN IN RIGHT OF CANADA

THE CITY OF SAINT JOHN

Digitally signed
by Fleming,
Per: Jesse Fleming
Director General Jesse
Programs Director
g, Jesse
Date: 2021.04.23
13:14:04 -04'00'

Per: Don Darling
Mayor

Date

Date

Per: Jonathan Taylor
Common Clerk

Date

Common Council Resolution Date

COMMON COUNCIL REPORT

M&C No.	2021-133
Report Date	April 28, 2021
Meeting Date	May 03, 2021
Service Area	Utilities and Infrastructure Services

His Worship Mayor Don Darling and Members of Common Council

SUBJECT: ICE LIGHTS RENEWAL – TD STATION

AUTHORIZATION

Primary Author	Commissioner/Dept. Head	City Manager
Samir Yammine	J. Brent McGovern	John Collin

RECOMMENDATION

It is recommended that the proposal submitted by Security Electrical Ltd., for the Ice Lighting LED Upgrades at TD Station in the amount of \$198,800 plus HST be accepted. Further to the proposed amount, it is recommended that a contingency allowance in the amount of \$39,000 plus HST be approved for this project, for a total cost of \$237,800 plus HST. Additionally, it is recommended that the Mayor and Common Clerk be authorized to execute the necessary contract documents.

EXECUTIVE SUMMARY

The purpose of this report is to seek Council’s approval to award the Ice Lighting LED Upgrades at TD Station to Security Electrical.

PREVIOUS RESOLUTION

M&C 2019-107. Common Council approved the City of Saint John Climate Change Action Plan.

M&C 2018-312. It is recommended that the City enter into the Grant Agreement with Her Majesty the Queen in Right of Canada, as represented by the Minister of the Environment who is responsible for the Environment and Climate Change Canada under the Low Carbon Economy Fund (LCEF) for the Municipal Buildings Deep Energy Retrofit (MBDER) in the form and upon the terms and conditions as attached; and that the Mayor and Common Clerk be authorized to execute the said Agreement.

REPORT

In January 2020, The City of Saint John in cooperation with the consultant conducted a detailed building condition assessment and energy audit on the TD Station. The objective of the study was to achieve the following:

- Improve the asset data inventories for the TD-Station.
- Help Council as well as staff make more informed investment decisions.
- Develop a 25-year long term capital investment profile on the TD-Station.
- Identify energy and cost savings opportunities using life cycle cost assessment to reduce energy and maintenance costs as well as GHG emissions to help achieve Corporate GHG emissions target.

The TD Station Ice Lighting LED Upgrades is considered a high priority project based on the following criteria:

- **Risk** - The existing ice lighting system is over 29 years old and is original to the building. The lighting system has exceeded its expected useful life and is due for renewal. Due to the age of the technology, the lighting system is inefficient, and many individual components have been discontinued. Therefore, the probability and consequence of failure are considered high based on the City's Risk Rating Framework.
- **Level of Service** - The replacement of the existing lighting system will improve the quality of indoor lighting for the staff and the public. Additionally, the new lighting system will be compliant with the most recent QMJHL requirements and enable the TD Station to host a future Memorial Cup.
- **Greenhouse Gas Reductions** - The proposed project will reduce GHG emissions by 68 tCO₂.
- **Recapitalization Benefits and Asset Renewal** - The proposed project will renew the existing ice lighting system and provide a deferred maintenance benefit of the full contract value, \$198,750.
- **Reduce Operating Costs** - The project will reduce the annual operating cost including maintenance by approximately \$28,253.
- **Lighting Standard** - The new lighting system will meet the Quebec Major Junior Hockey League (QMJHL) lighting standards, which will allow the TD Station to host a future Memorial Cup.

This product is a turnkey solution for the complete renewal of the TD Station bowl lighting. The ice lighting system shall be compliant with the QMJHL minimum standards as well as use full LED lighting technology to minimize the connected electrical load. This turnkey solution will also see full renewal of the bowl perimeter lighting system with new LED fixtures, which will be used during intermission, trade shows and general events.

Additionally, the scope of the project includes all necessary engineering design, lighting controls programming, factory commissioning and 10-year warranty including parts and labour. A full as-built of the system will be documented with the renewal project.

STRATEGIC ALIGNMENT

The Ice Lighting LED Upgrades project is clearly aligned with the following City plans, policies, Council Priorities, programs, and practices:

- City of Saint John Corporate GHG and Energy Action Plan to reduce GHG emissions by 30% by 2025 and achieve carbon neutral by 2040.
- City of Saint John Asset Management Policy objectives to apply risk-based decision and life cycle costing principles to prioritize capital investment, identify alternative measures, facilitate the leveraging of infrastructure funding from external sources, and improve the reliability of customer service.
- City of Saint John Capital Budget Policy.
- City of Saint John Climate Change Action Plan.

SERVICE AND FINANCIAL OUTCOMES

The total cost to complete the Ice Lighting LED Upgrades at TD-Station, if awarded to the lowest bidder as recommended, will be \$ 247,992.10 Including HST Rebate and contingency of \$39,000.

Cost of this project is funded under the Low Carbon Economy Fund (LECF), NB Energy Efficiency Program Funding and the City’s General 2021 Capital Program.

The analysis is as follows:

LCEF:	\$99,196.84
NB Power Energy Efficiency:	\$16,697
Capital Budget:	\$132,098.26

Engineer’s estimate is \$310,000 Plus HST.

INPUT FROM OTHER SERVICE AREAS AND STAKEHOLDERS

Supply Chain Management facilitated the Request for Proposal (RFP) process to solicit proposals for Ice Lights Renewal at TD Station. As such the RFP closed on April 22, 2021 with the following proponents responding by submitting proposals:

- Security Electrical Ltd. Quispamsis, NB
- Gardner Electric Ltd. Saint John, NB
- The Cahill Group Saint John, NB

A review committee, consisting of staff from Asset Management, TD Station, the City's Consultant and Supply Chain Management reviewed the submissions for completeness and compliance with the RFP requirements and selection criteria consisting of the following:

1. Presentation and Completeness
2. Specifications and Quality
3. Cost

Also, in accordance with the City's standard procedures, the committee members evaluated and ranked each proposal based on the proposals' technical merits. Following this, the financial proposals were opened and evaluated, and corresponding scores were added to the technical scores.

Security Electrical Ltd.'s proposal was ranked the highest based on an overall rating of the evaluation criteria as well as offering the lowest cost.

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

ATTACHMENTS

NA

COMMON COUNCIL REPORT

M&C No.	2021-134
Report Date	April 28, 2021
Meeting Date	May 03, 2021
Service Area	General Counsel

His Worship Mayor Don Darling and Members of Common Council

SUBJECT: License Agreement for Use of Portion of South Market for the Demolition of Adjacent Buildings

AUTHORIZATION

Primary Author	Commissioner/Dept. Head	City Manager
<i>Curtis Langille</i>	<i>Melanie Tompkins</i>	<i>John Collin</i>

RECOMMENDATION

That The City of Saint John enter into a License Agreement with W/L Holdings Inc. in the form as attached to M & C #2021-134 to facilitate the demolition of the buildings, located at civic # 85 to #91 King Street on a portion of PID No. 39420, known as South Market Street, and further that the Mayor and City Clerk be authorized to execute the said License Agreement.

EXECUTIVE SUMMARY

W/L Holdings Inc. is planning to demolish two buildings at the head of King Street, of which one is referred to as the former Woolworth’s building. Once demolished, the proponent will be constructing a substantial, multi-residential building with ground floor commercial. The buildings to be demolished are significant in stature and require additional lands surrounding them to provide for adequate buffering for safety along with additional space to adequately complete the work. The attached license agreement would provide the proponent a four-month period commencing May 17th to use a portion of the City Market lands, commonly known as South Market Street. The sketch included with this agreement illustrates the area of South Market to be used in conjunction with the demolition of the adjoining site. City staff, including those responsible for the City Market, have been involved in the planning of this project and are supportive of the recommendation. The attached license agreement ensures appropriate insurance and other measures are in place to protect the interests of the City, including the City Market.

PREVIOUS RESOLUTION

N/A

REPORT

The following is in addition to the information contained in the *Executive Summary* of this report.

The sketch included in the License Agreement as Schedule “A” illustrates the portion of South Market Street that is proposed to be used during the demolition of the two buildings owned by W/L Holdings Inc. In addition, portions of the right-of-ways for both King and Charlotte Streets will also be required. The License includes terms and conditions that are intended to protect the interests of the City, including appropriate insurance, dust control mitigation/cleaning of the City Market (if required) and repair of any damage to the Licensed area. There have been a number of meetings between various staff and the proponent to ensure every precaution has been taken to ensure the City and members of the public are safe during the demolition.

Staff has also commenced discussions with the proponent about the need for another license over South Market during the construction phase of this project. A separate report will be presented to Council in due course in this respect.

STRATEGIC ALIGNMENT

Revenue generation, cost avoidance and tax base growth are critical contributors to the City’s vision to become sustainable and to achieve growth and prosperity. This aligns with Council’s priority for a vibrant City.

SERVICE AND FINANCIAL OUTCOMES

It is expected that there will be some disruption to the City Market, specifically as it relates to the loading zone area on South Market. City Market staff are planning to minimize this impact by offering alternate arrangements for this purpose on North Market and Germain Street. Staff have also mitigated disruption to pedestrian access through South Market by ensuring through access is maintained at all times. The fee for the license is \$1,000.00 for the 4-month term of the license agreement.

INPUT FROM OTHER SERVICE AREAS AND STAKEHOLDERS

Several City departments were engaged in the preparation of this report and the underlying License Agreement, including: Growth and Community Services, Fire Department, Director of Strategic Affairs and the General Counsel’s team. Their comments were included in this report where applicable. The General Counsel team drafted the License Agreement.

ATTACHMENT

License Agreement

LICENSE AGREEMENT

THIS AGREEMENT MADE THIS ____ day of April, 2021.

BETWEEN:

THE CITY OF SAINT JOHN having its City Hall at 15 Market Square, Saint John, New Brunswick, a body corporate by Royal Charter, confirmed and amended by Acts of the Legislative Assembly of the Province of New Brunswick, hereinafter called the "Licensor",

OF THE FIRST PART

- and -

W/L HOLDINGS INC. a duly incorporated company under the laws of the Province of New Brunswick, having its head office in the City of Saint John and Province of New Brunswick, hereinafter called the "Licensee".

OF THE OTHER PART

WHEREAS the Licensor is the owner of property located at 41 to 49 Charlotte Street and 36 Germain Street in the City of Saint John, in the County of Saint John and Province of New Brunswick having PID Number 00039420 (the "Property");

AND WHEREAS the Licensee intends to use a portion of the Property which is commonly known as South Market Street as shown in Schedule "A" attached hereto (the "Licensed Area") to facilitate the demolition of the buildings located at 85 to 91 King Street, Saint John, New Brunswick (the "Use");

AND WHEREAS the parties hereto are entering into this Licence Agreement for the purpose of recording their mutual agreements with respect to the Licensee having access to the Licensed Area for their purposes in connection with the Use;

NOW THEREFORE WITNESS THAT in consideration of the mutual agreements contained herein and the sum of One Dollar (\$1.00) paid by the Licensee to the Licensor, the receipt and sufficiency whereof is hereby acknowledged by the Licensor, the parties do hereby agree as follows:

PW

1. Grant of Licence

Subject to the provisions of this Agreement, and so long as the Licensee is in compliance with all the provisions of this Agreement, the Licensor hereby grants to the Licensee a temporary, exclusive, non-transferable right and licence under, in, on, over, along and across the Licensed Area for persons, vehicles and equipment as reasonably required to facilitate the Use (the "Access License").

2. Term

The term (the "Term") of the Access Licence shall be four (4) months, commencing on May 17, 2021 and ending on September 16, 2021.

3. Compensation

The Licensee shall pay to the Licensor the amount of one thousand dollars (\$1,000.00) in Canadian Funds plus applicable harmonized sales tax, payable on or before May 17, 2021 as compensation for the granting of the rights herein.

4. Completion of Use and Location

4(1) The Licensee shall employ dust control mitigation techniques during the Term. In the event such techniques prove ineffective, the Licensee shall be responsible for the clean up of the Property at its sole expense at the end of the Term.

4(2) The Licensee shall perform a pre-agreement inspection and a post-agreement inspection (the "Inspections") of the Licensed Area. The Inspections shall record, by way of photographs and written record, the status and condition of the Licensed Area both before the commencement of the Use and immediately following the completion of the Use.

4(3) The Licensee agrees to repair any damage caused to the Licensed Area by the Use and, at the end of the Term, shall forthwith restore the Licensed Area to substantially the same condition as it was prior to the Term.

4(4) If the Licensee is in default of its obligations hereunder and has failed to cure such default within ten (10) business day of receipt of notice of such default from the Licensor (or, if such default cannot be reasonably cured within such ten (10) business day period, has failed to commence to cure such default and be diligently pursuing such cure), the Licensor shall have the right (but not the obligation), to carry out or cause to be carried out

such obligations at the reasonable cost and expense of the Licensee and, without limiting any other right or remedy of the Licensor, the Licensee shall reimburse the Licensor within thirty (30) days of presentation of an invoice for any such reasonable costs and expenses.

5. Insurance and Indemnity

5(1) The Licensee agrees to obtain for itself and require for its contractor(s) property damage and public liability coverage, from a reputable insurer or insurers, relating to the Use for the Term of the Licence. The Licensor shall be named as an additional insured thereunder. Such insurance shall cover any claims made against the Licensor or Licensee which arise from the Licensee's use of the Licensed Area, whether discovered during or after the Term. The Insurance shall have a limit of at least \$5,000,000.00 and shall provide for thirty (30) days' prior notice to the Licensor of cancellation.

5(2) Prior to the commencement of the Term, the Licensee shall deposit with the Licensor a certificate of the required insurance policy or policies.

5(3) The Licensee agrees to indemnify and hold harmless the Licensor and its directors, employees, agents, tenants, invitees, and licensees from and against any and all claims, demands, actions, causes of action, costs, losses, liabilities, awards, proceedings or expenses which the Licensor suffers or incurs or is liable for by reason of the acts or omissions of the Licensee or those for whom it is at law responsible in connection with the Use or arising out of any negligence or default by the Licensee under the terms of this Agreement, whether the occurrence is discovered during or after the Term.

5(4) The Licensor agrees to indemnify and hold harmless the Licensee and its affiliates and their respective directors, employees, agents, tenants, invitees, and licensees from and against any and all claims, demands, actions, causes of action, costs, losses, liabilities, awards, proceedings or expenses which the same suffers or incurs or are liable for by reason of the acts or omissions of the Licensor or those for whom it is at law responsible in connection with the Use or arising out of any negligence or default by the Licensor under the terms of this Agreement, whether the occurrence is discovered during or after the Term.

6. Notices

6(1) Any notices required or permitted to be provided hereunder shall be in writing and shall be deemed to have been received five (5) business days after the post marked date thereof if sent by registered mail, the next business day following transmission if sent by fax, or at the time of delivery if hand delivered, and shall be addressed as follows:

To the Licensor: The City of Saint John
City Clerk's Office
P. O. Box 1971
2nd Floor, City Hall, 15 Market Square
Saint John, N.B. E2L 4L1

To the Licensee: W/L Holdings Inc.
Percy Wilbur, Director
1121 Kennebecasis Drive
Saint John, N.B. E2K 5A7
and a copy to
Cox & Palmer
P. O. Box 1324
1 Germain Street, Suite 1500
Saint John, N.B. E2L 4V1
Attention: William H. Teed, Q.C.

6(2) Either the Licensee or the Licensor may change their address by notice in writing to the other.

7. Miscellaneous

7(1) This Agreement and any Schedules hereto contain the entire understanding between the parties relating to the subject matter hereof. No amendment to this Agreement shall be valid unless in writing and signed by each of the parties hereto.

7(2) The Licensor represents and warrants that it has the full right and authority to grant to the Licensee the licence and rights contained in this Agreement. The Licensee represents and warrants to the Licensor that it has full right and authority to enter into this Agreement.

7(3) Every provision of this Agreement is intended to be severable. If all or any part of any term or provision hereof is illegal, invalid or unenforceable for any reason, such illegality, invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this Agreement.

7(4) No omission or delay by either party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of such right, power or privilege preclude any other or further exercise thereof or of any other right, power or privilege. The rights and remedies herein provided are cumulative with and not exclusive of any rights or remedies provided by law.

DW

7(5) The Licensor and the Licensee acknowledge and agree that the relationship between them is solely that of independent contractors, and nothing herein shall be construed to constitute the parties as employer/employee, partners, joint ventures, co-owners, or otherwise as participants in a joint or common undertaking. Neither party, nor its employees, agents or representatives shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other.

7(6) This Agreement shall enure to the benefit of and be binding upon each of the parties hereto and their respective successors and permitted assigns.

7(7) This Agreement shall be construed in accordance with and governed by the laws of the Province of New Brunswick, and subject to the jurisdiction of the courts of the Province of New Brunswick.

7(8) The Licensee agrees that it shall not register this Agreement or any notice or reference in respect of this Agreement against the title to the Licensor's Property.

7(9) This Agreement may be executed in one or more counterparts, each of which shall be deemed to constitute an original and together shall constitute one and the same instrument. Signatures delivered by facsimile or electronic transmission in portable document format (.pdf) are deemed for all purposes to be original counterparts of this Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement.

THE CITY OF SAINT JOHN

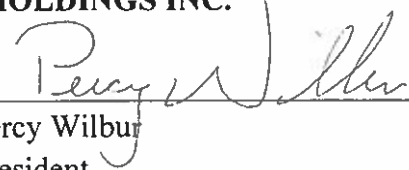
Mayor

City Clerk

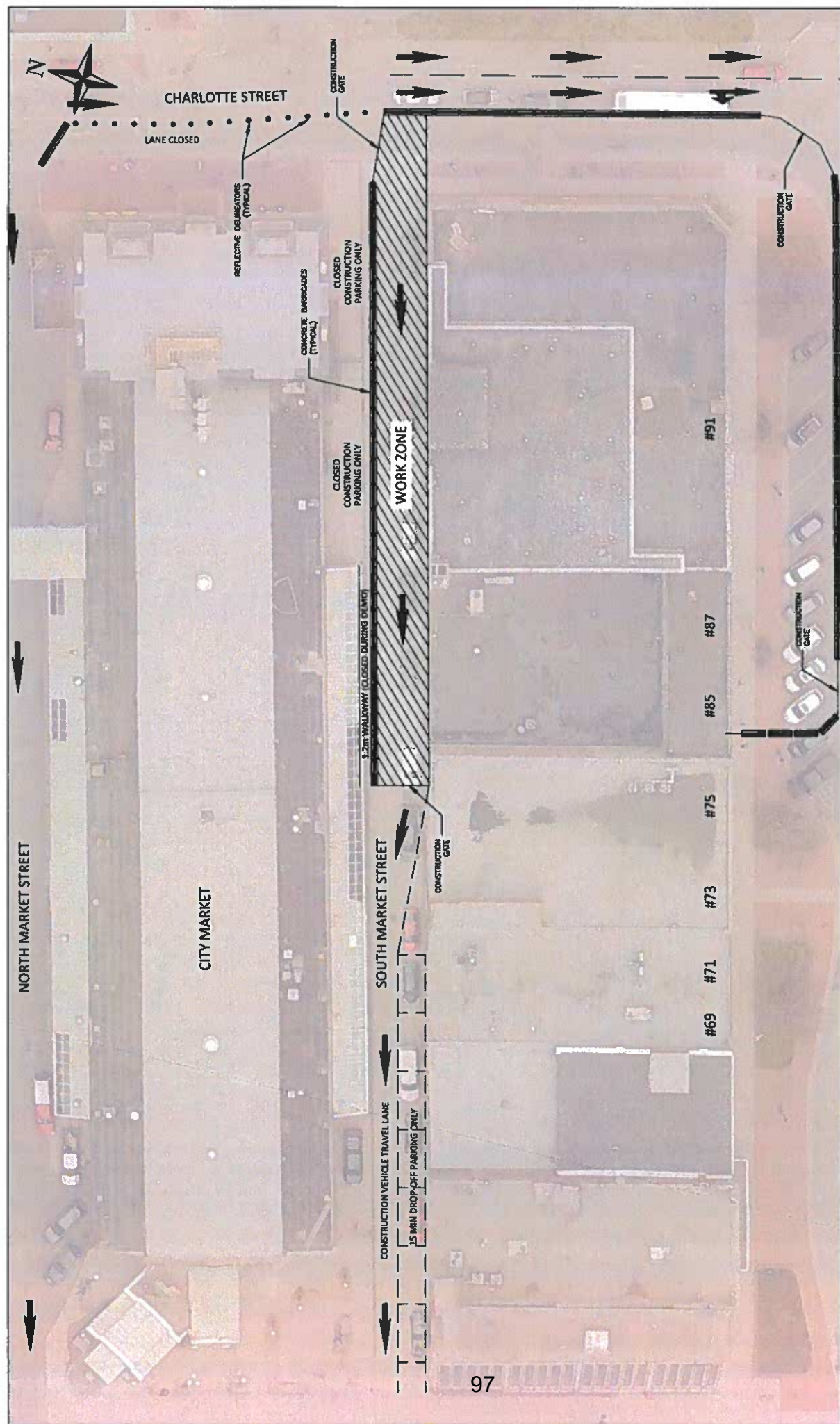
Common Council Resolution:

W/L HOLDINGS INC.

Per: _____


Percy Wilbur
President

SCHEDULE "A"



<p>ENGINEERING by HOUGHTON</p> <p><small>1542 MARSHWOOD BLVD, SUITE 400K, ASHEVILLE, NC 28701-8947</small></p>	<p>Client/Owner:</p> <p>PERCY WILBUR</p>	<p>Title:</p> <p>PR. SOUTH MARKET WORK ZONE</p>
<p>Scale: 1:350</p> <p>Figure no.: C1 REV0</p>		<p>Drawn By: DANIEL H.</p> <p>Date: 26/4/2021</p>
<p>SOUTH MARKET WORK ZONE 91 & 87 KING STREET DEMOLITION</p>		

COMMON COUNCIL REPORT

M&C No.	2021-140
Report Date	April 28, 2021
Meeting Date	May 03, 2021
Service Area	Utilities and Infrastructure Services

His Worship Mayor Don Darling and Members of Common Council

SUBJECT: Street Naming – cour Stonehammer Court

AUTHORIZATION

Primary Author	Commissioner/Dept. Head	City Manager
<i>Yves Leger</i>	<i>Brent McGovern/Michael Baker</i>	<i>John Collin</i>

RECOMMENDATION

It is recommended that Common Council amend the list of Official Street Names and approve the following change:

1. Add the name “cour Stonehammer Court”.

EXECUTIVE SUMMARY

A new development off Loch Lomond Road, consisting of a new commercial building, on a parcel of land where there is already a commercial building, has been approved. Because the total number of uniquely addressed businesses that will access the entire development through one entrance is greater than two, the private access into the development requires an official street name to meet NB 9-1-1 civic addressing guidelines.

Staff has asked the developer to suggest a street name for the access into the development and they suggested “cour **Stonehammer** Court”. This street name meets NB 9-1-1 guidelines and is therefore acceptable.

PREVIOUS RESOLUTION

None.

REPORT

A new development off Loch Lomond Road, consisting of a new commercial building, on a parcel of land where there is already a commercial building, has been proposed and has received approval. The second building will be built to the south of the existing building and the existing paved access will be extended. The developer has also indicated the possibility of constructing residential buildings,

in the future, which would also be accessed from the one entrance into this development.

Because the total number of uniquely addressed businesses that will access the entire development through one entrance is greater than two, the private access into the development requires an official street name to meet NB 9-1-1 civic addressing guidelines.

Staff has asked the developer to suggest a street name for the access into the development (see attachment) and the developer has suggested “cour **Stonehammer** Court”. This street name does not currently exist in Saint John, nor in neighbouring communities and therefore meets NB 9-1-1 guidelines for street names.

STRATEGIC ALIGNMENT

Ensuring street names meet NB 9-1-1 guidelines aligns directly with Council’s “Vibrant, Safe City” priority.

SERVICE AND FINANCIAL OUTCOMES

The costs to the City of Saint John for this are approximately \$265 associated with installing the new street name sign at the intersection with Loch Lomond Road.

INPUT FROM OTHER SERVICE AREAS AND STAKEHOLDERS

Public Works and Transportation Services were consulted and will cover the costs from their operating budget.

ATTACHMENTS

Schedule A: Stonehammer Court

Schedule A: Stonehammer Court



COUNCIL REPORT

M&C No.	2021-121
Report Date	April 30, 2021
Meeting Date	May 03, 2021
Service Area	Growth and Community Services

His Worship Mayor Don Darling and Members of Common Council

SUBJECT: Amendment to Grant Agreement with Iron Gate Development Inc. for redevelopment of property at 29 Canterbury Street

OPEN OR CLOSED SESSION

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

AUTHORIZATION

Primary Author	Commissioner/Dept. Head	Acting City Manager
<i>Andrew Reid</i>	<i>Jacqueline Hamilton</i>	<i>Kevin Fudge</i>

RECOMMENDATION

RESOLVED That the City enter into an Amendment to Grant Agreement with Iron Gates Development Inc. in the form attached to M&C No. 2021-121; and that the Mayor and City Clerk be authorized to execute the necessary contract documents.

EXECUTIVE SUMMARY

A request to consider amending the Urban Development Incentive Grant Agreement for 29 Canterbury Street has been received. In keeping with the intent of the Development Incentive Grant Policy and its consistency of application, staff recommend the removal of an annual \$5,000 payback requirement that would provide a total additional assistance of \$25,000 to the developer. This deduction was unique to the project. By removing this deduction, the City is still capable of meeting the intent of the Policy, which is to stimulate development and generate additional revenue.

PREVIOUS RESOLUTION

On March 21, 2016, Common Council adopted the Urban Development Incentives Policy and Urban Beautification Grant Policy.

On July 6, 2020, Common Council authorized the Mayor and Common Clerk of Saint John to execute the grant agreement with Iron Gate Developments Inc. for the redevelopment of 29 Canterbury Street.

REPORT

In 2021, the developer of 29 Canterbury Street, Iron Gate Developments Inc., encountered construction challenges during construction having to do with unexpected fire separation requirements. These challenges were above and beyond the earlier construction challenges the developer faced and applied for at the time of application for the grant. The developer requested staff review the existing Urban Development Incentive Grant Agreement and determine if there were any available options to provide an increased level of assistance to the developer in response to these unexpected fire separation challenges.

Existing Grant Agreement

The existing grant agreement awards the developer two grants: a \$47,930 + HST “construction challenge grant” and an estimated \$150,000 - \$247,619.5 residential density grant paid out over 5 years, the “5-year grant,” beginning one year following completion of the project. The construction challenge grant related to work required to reinforce the adjacent building’s roof to meet snow loading requirements of the National Building Code because of the construction of the Telegraph’s step backed building façade (pg 4, attachment 2).

Evaluation of Options

Staff have reviewed the request and considered several options available under the existing grant agreement, including increasing the construction challenges grant, increasing the 5-year grant and/or lengthening the payout schedule. None of these options appeared viable, without substantially departing from the Urban Development Incentive Policy’s, “the Policy,” intent and its consistent application. The onus is on applicants to identify all potential construction challenges prior to beginning work. The construction challenge grant amount available to applicants is limited to \$50,000 and budgeted for that year. Furthermore, increasing or lengthening the 5-year grant amount would depart from a key requirement of the Policy, which is that the City pay out no more than it is receiving in additional revenue because of the development.

Proposed Recommendation

In the past, staff have considered minor variations to the Policy, such as construction challenges that were not envisioned by the Policy and in these cases obtain Council approval for the grant agreement. In the case of this project, for example, with the snow loading requirement being a unique challenge, Council approved the application and agreement on July 6, 2020. In addition to unique construction challenges, the existing 29 Canterbury Street grant agreement contains two minor variations from the Policy requirements. These include:

- (1) An annual \$5,000 deduction requirement from the developer’s 5-year grant (\$25,000 total). This deduction was written into the agreement to recoup half of the cost of the construction challenge and was volunteered by the developer. The deduction is not required by the Policy.

- (2) The construction challenge grant was to be paid out to the developer at the time of the completion of the development's superstructure and completion of the roof reinforcement. Typically, no grants are paid out prior to the completion of the project and issuance of occupancy permit. The developer requested the variation to receive an early payout of the grant in exchange for paying back half the grant later, through the 5-year grant.

Considering the available options to provide assistance to the developer, staff have concluded that the removal of the \$5,000 annual deduction is a viable option, and one in keeping with the intent of the Policy and its consistent application. The City currently manages 15 active grant agreements for development in the Central Peninsula. No other grant agreement requires a developer to pay back a portion of an awarded construction challenge grant. The removal of this requirement will result in an additional \$25,000 assistance to the developer.

STRATEGIC ALIGNMENT

In 2020, Common Council directed that Development Incentive Grants be restored as part of Municipal Economic and Community Recovery Planning. The Urban Development Incentives Program's goal is to leverage new private sector investment and implement the Central Peninsula Secondary Plan.

SERVICE AND FINANCIAL OUTCOMES

The 5-year grant is funded through the incremental increase in property value. Removing the deduction will result in a loss of \$5,000 in new annual revenue to the City over a period of 5 years. The chart below highlights the estimated 5-year grant payment, including new tax revenue to the City, without the \$5,000 payback. New tax revenue to the City because of the development is estimated to pay for the 5-year grant and \$47,930 construction challenge grant within six years, which is the same payback period with the additional \$25,000.

Value of Construction	\$6,500,000
Residential	\$5,200,000 (80%)
Commercial	\$1,300,000 (20%)
Municipal Tax Portion	$x 0.01785$ (residential) + $x 0.026775$ (commercial) ¹
Number of Grant years	5

¹ New tax revenue is based on the 2020 municipal tax rate and may vary should this rate change in future years

Incremental City Taxes \$ 127,628

Grant Formula = Value of Construction x 0.15 residential + 0.25 commercial
Base Grant Amount \$ 110,500.000

Grant Year	Percentage of Grant	Grant Amount	New Tax Revenue to City
1	90%	\$91,260.00	\$28,178.000
2	80%	\$81,120.00	\$39,228.000
3	60%	\$60,840.00	\$61,328.000
4	40%	\$40,560.00	\$83,428.000
5	20%	\$20,280.00	\$105,528.000

INPUT FROM OTHER SERVICE AREAS AND STAKEHOLDERS

Finance Department and General Counsel’s Office were consulted in the preparation of this Report and Amendment to Grant Agreement.

ATTACHMENTS

1. Amendment to Grant Agreement with Iron Gate Development Inc.
2. Grant Agreement with Iron Gate Development Inc.

PROVINCE OF NEW BRUNSWICK

I, Stephen J. Brittain, of the City of Saint John, in the County of Saint John and Province of New Brunswick, MAKE OATH AND SAY:

1. That I am the Director of Iron Gate Developments Inc. (the "Corporation"), which is named in the foregoing instrument and have custody of the corporate seal of the Corporation, and I am duly authorized to make this affidavit.
2. That the corporate seal affixed to the foregoing agreement and purporting to be the corporate seal of the Corporation, is the corporate seal of the Corporation, named in the foregoing instrument and it was affixed by the officers authorized to so affix the seal.
3. That the signature "Stephen J. Brittain" is my signature, the Director of the Corporation, and I am duly authorized to execute the said instrument.

SWORN TO before me at the City of)
Saint John, in the County of Saint John)
and Province of New Brunswick,)
this _____ day of May, 2021)
)
)
)
_____)
)
Commissioner of Oaths,)
Being a Solicitor)

Stephen J. Brittain

PROVINCE OF NEW BRUNSWICK

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

1. That I am the City Clerk of The City of Saint John and have custody of the Common Seal hereof.
2. That the Seal affixed to the foregoing instrument is the Common Seal of The City of Saint John and that it was so affixed by Order of the Common Council of the said City.
3. That the signature "Don Darling" to the said instrument is the signature of Don Darling, Mayor of the said City, and the signature "Jonathan Taylor" thereto is my own signature.
4. That we are the proper officers to sign the foregoing instrument on behalf of The City of Saint John.

SWORN TO before me at the City of)
Saint John, in the County of Saint John)
and Province of New Brunswick,)
this ____ day of May, 2021)
)
)
)
_____)
)
Commissioner of Oaths,)
Being a Solicitor)

Jonathan Taylor

GRANT AGREEMENT

THIS AGREEMENT made in duplicate this 9th day of July,
[2020].

BY AND BETWEEN:

Iron Gate Developments Inc. of the **City of Saint John** and Province of New Brunswick a **body corporate duly registered under the laws of the Province of New Brunswick** (hereinafter called the **“Developer”**)

OF THE FIRST PART

And

THE CITY OF SAINT JOHN, a body corporate by Royal Charter, confirmed and amended by Acts of the Legislature of the Province of New Brunswick (hereinafter called the **“City”**)

OF THE SECOND PART

WHEREAS the City supports the revitalization of the Central Peninsula Neighbourhood and acknowledges a need for additional financial support for residential development in this area; and

WHEREAS at its meeting held the 21st of March, 2016 the City adopted an Urban Development Incentive Policy and amended it on April 23, 2019, (**“Policy”**) to establish financial incentives to encourage developers and property owners in strategic areas within the City’s Central Peninsula to invest in the creation of new residential units through either new construction or the redevelopment of existing buildings; and

WHEREAS the Developer has applied for the following grants: Infill Development (Residential Density Grant and Construction Challenges Grant) for a development at 29 Canterbury Street on a property bearing PID Nos. 00011130, 55102438, 55102446, 00018598, and 55102453 (the **“Property”**); and

WHEREAS the Policy requires that an applicant who meets the eligibility requirement of a given Program under the Policy enter into a Grant Agreement in order to receive the Grants contemplated in a given Program; and

WHEREAS the Developer’s application was not granted under the Policy; and

WHEREAS at its meeting held the 6th of July, 2020 the City decided to grant the to the Developer a grant to be administered in the same manner as a Grant under the Policy;

NOW THEREFORE THIS AGREEMENT WITNESSETH that the parties hereto covenant and agree each with the other as follows:

1. The development for which the Grants contemplated in this Agreement shall be paid is outlined in the prescribed application form, site plan and drawings attached hereto as Schedule "A" (hereinafter the "Project").
2. The Urban Development Incentive Program is established by the Policy which is attached hereto as Schedule "B" and forms part of this agreement.
3. Construction of the Project shall begin within two (2) months of the date of the execution of the Agreement or on or before May 15th of the year this Agreement is executed, whichever is the later date.
4. Projects that are phased in nature, i.e. will require more than one building permit, must be completed and in receipt of an occupancy permit according to the following schedule:

Project Type	Required Completion Date
Projects with estimated Construction Costs below \$2,000,000.	Completed by November 1 three years following the submission of an application.
Projects with estimated Construction Costs greater than \$2,000,000.	Completed by November 1 five years following the submission of an application.

Residential Density Grant

5. The Residential Density Grant shall be estimated according to (Table A, section 2.1) and will not pay out more than the amount outlined in (Table B, section 2.1) as described below. The first payment shall be made any time after the 1st of July the following year.

Grant Year	Percentage of Grant	Actual Payout (Percentage of Grant x Incremental City Taxes (calculated annually) - a \$5,000 adjustment per year).
1	90%	
2	80%	
3	60%	
4	40%	
5	20%	

6. The City's obligation to pay the Residential Density Grant is conditional upon:
 - a. the City completing a final inspection which confirms that the relevant incentive program eligibility criteria have been met;
 - b. the Developer being in receipt of an occupancy permit or a certificate of successful completion pursuant to the City's *Building By-Law*; and,

- c. availability of sufficient resources in the Development Incentives Reserve Fund, as provided in the City's annual operating budget and/or replenished per the mechanism set out in the Policy.
7. The City and the Developer acknowledge and agree that the City may choose at its sole and absolute discretion to amend or cancel the Policy at any time and that funding provided to the Development Incentives Reserve Fund by the City may change in future years or be cancelled altogether. Accordingly, the City and the Developer also acknowledge and agree that funding for projects outside of the first year could be reduced or not applicable at all depending on the resources that Common Council decides to allocate to the Development Incentives Reserve Fund in any particular year. Should this occur, the Developer acknowledges that it shall have no legal recourse against the City.

Residential Construction Challenges Grant

8. The City shall, pursuant to the terms and conditions identified herein, pay to the Developer a unique Construction Challenges Grant for the purposes of roof renovations to the adjacent property (PID 00011148) in the amount of \$47,930 + HST following the Developer's conformity with Section 9 hereof.
9. The City's obligation to pay the Residential Construction Challenges Grant is conditional upon:
- a. The City completing an inspection which confirms to the satisfaction of the Building Inspector that superstructural work has been completed up to the sixth level of the building envelope of the Project (does not include interior framing, mechanical/electric, or finishing work).
 - b. The City completing an inspection which confirms to the satisfaction of the Building Inspector completion of the roof renovations to the adjacent property (PID 00011148).
 - c. Submission of evidence confirming to the satisfaction of Commissioner of Growth and Development the Construction Challenges Costs in the form of receipts for materials and work completed.
10. The City and the Developer acknowledge and agree that the City may choose at its sole and absolute discretion to amend or cancel the Policy at any time and that funding provided to the Development Incentives Reserve Fund by the City may change in future years or be cancelled altogether. Accordingly, the City and the Developer also acknowledge and agree that funding for projects outside of the first year could be reduced or not applicable at all depending on the resources that Common Council decides to allocate to the Development Incentives Reserve Fund in any particular year. Should this occur, the Developer acknowledges that it shall have no legal recourse against the City.
11. Prior to the payment of any grants contemplated in this Agreement and identified in this Policy, the City has the right to withhold payment should it be determined that the property taxes and/or water and sewerage fees for the Property have not been paid in full.

Termination

12. The City may terminate this Agreement without notice upon the occurrence of one of the following events:
 - a. the Construction of the Project does not begin on the date set out at section 3;
 - b. changes are made to the design of the building during construction that do not comply with the eligibility criteria of the relevant incentive program for the grants contemplated in this Agreement; and,
 - c. Common Council, by resolution, rescinds the Policy.
13. This Agreement may not be assigned without the written consent of the City.
14. This Agreement shall be governed by the laws of the Province of New Brunswick.
15. No amendment of this Agreement is effective unless made in writing and signed by a duly authorized representative of each of the City and the Developer. No waiver of any provision of this Agreement is effective unless made in writing, and any such waiver has effect only in respect of the particular provision or circumstance stated in the waiver. No representation by either of the parties with respect to the performance of any obligation under this Agreement is capable of giving rise to an estoppel unless the representation is made in writing.
16. Each party shall be responsible for paying its own costs and expenses incurred in connection with the execution and delivery of this Agreement.
17. This Agreement shall be binding upon and enure to the benefit of the parties hereto, their respective successors and assigns.

IN WITNESS WHEREOF the parties hereto have caused these presence to be duly executed by the properly authorized officers and their respective corporate seals affixed hereto the day and year first above written

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

) [Redacted Signature Area]

) Per:)
) Name: Stephen J. Brittain)
) Title: Director, Iron Gate Developments Inc.)

) **THE CITY OF SAINT JOHN**)
) [Redacted Name Area])

) Mayor)

))
) Patricia Angi)
) Deputy Common Clerk)

) Common Council Resolution:)
) July 6, 2020)



COMMON COUNCIL REPORT

M&C No.	2021-143
Report Date	April 28, 2021
Meeting Date	May 03, 2021
Service Area	Human Resources

His Worship Mayor Don Darling and Members of Common Council

SUBJECT: Student Placement Agreement for NBCC Students

AUTHORIZATION

Primary Author	Commissioner/Dept. Head	City Manager
<i>Peter Morgan</i> <i>Elspeth Hagan</i>	<i>Stephanie Hossack</i>	<i>John Collin</i>

RECOMMENDATION

That the City of Saint John enter into a Student Placement Agreement with New Brunswick Community College (“NBCC”) to allow the placement of NBCC students at the City of Saint John for the purposes of work integrated learning placements, and further that the City of Saint John enter into a Student Placement Agreement (Student Portion) for each student placement, in a form substantially similar to the agreement attached, and further that the Mayor and City Clerk be authorized to execute the said NBCC Student Placement Agreement, and one such Student Placement Agreement (Student Portion), as modified appropriately, for the purposes of each specific future placement.

EXECUTIVE SUMMARY

New Brunswick Community College (“NBCC”) has approached the City to request that NBCC students be accepted by the City, after appropriate screening, for unpaid work integrated learning placements at the City. For many reasons, including corporate social responsibility; fostering the availability of a highly skilled, well educated workforce; supporting recruiting efforts; enhancing service outcomes today; and providing support to students during the more challenging times of Covid, these placements represent a benefit to the City.

The Student Placement Agreement with the NBCC will be executed upon approval of Common Council. The form of Student Placement Agreement (Student Portion) will be adopted in principle, upon approval of Common Council, and will be non-materially modified and executed by the City and the applicable student for each specific placement.

PREVIOUS RESOLUTION

N/A

REPORT

The following is in addition to the information contained in the *Executive Summary* of this report.

There are a number of reasons to support NBCC cooperative i.e. “CO-OP” programs.

First is an obligation arising out of corporate social responsibility. The students of our community are the future of the City and as a municipal government invested in the well-being of all of our citizens we have a particular responsibility to help build that better future by encouraging, nurturing and supporting the development of our youth.

Secondly, this initiative is aligned with the City’s Growth Agenda. A prosperous community with a thriving, vibrant quality of life depends upon the availability of a highly skilled, well educated workforce. Provision of realistic job exposure opportunities to our students represents an essential investment today in creating the specialized knowledge-based and technical jobs of tomorrow on which the future of our community will be constructed.

Thirdly, the work exposures provided serve us well by supporting our efforts in strategic recruitment. Our intention is to offer CO-OP opportunities to students over a wide range of disciplines from Human Resources Management to Civil Engineering, among others. Not only does this program further the education of the students concerned, but for the City as employer, it allows us to identify competencies and potential, i.e. critical talent, that supports our business plans. In so doing, we are building relationships today that we may successfully leverage into employment opportunities tomorrow, relationships that in many cases will give us a competitive advantage at job time.

Finally, the NBCC COOP Program has practical benefit for the organization today. Work terms assigned will enhance our services right now. In order for job exposures to assist in the development of the participating students, they must first be meaningful and add value. Consequently, the City as well as the students will realize immediate benefit from execution of the full range of activities and tasks completed over the duration of the program.

In summary, this initiative is a true “win-win” for all stakeholders; the student concerned, our municipal government, NBCC, and most importantly, for the citizens we serve.

The Student Placement Agreement attached reflects the overarching arrangement between the City and NBCC, taking into consideration the roles and responsibilities and mitigating the potential risks that might arise in the context of

a placement. The Student Placement Agreement (Student Portion) reflects a form of agreement that would be populated and signed with the applicable student for each specific placement.

Legal Report

The Student Placement Agreement and the Student Placement Agreement (Student Portion) have been modified and drafted to establish the roles and responsibilities of each party and to mitigate potential risk arising in the context of CO-OP placements. The documents have been structured to create an overarching “master agreement” with NBCC and a Student Placement Agreement (Student Portion) to be tailored for each specific student.

STRATEGIC ALIGNMENT

This initiative is aligned with the City’s Growth Agenda. A prosperous community with a thriving, vibrant quality of life depends upon the availability of a highly skilled, well educated workforce. Provision of realistic job exposure opportunities to students represents an essential investment today in creating the specialized knowledge-based and technical jobs of tomorrow on which the future of our community will be constructed. This aligns with Council’s priority for a vibrant City.

SERVICE AND FINANCIAL OUTCOMES

The placements are unpaid positions, so there is no financial impact to the City. Supervision of students may have some impact on City staff, but this is offset by the opportunity to have student resources contribute to the work of the City during the course of the placement.

INPUT FROM OTHER SERVICE AREAS AND STAKEHOLDERS

Several City departments were engaged in the preparation of this report and the underlying License Agreement, including: Human Resources, Saint John Water, Risk Management, and the General Counsel’s team. Their comments were included in this report where applicable. The General Counsel team modified and settled the NBCC Student Placement Agreement and drafted and settled the form of Student Placement Agreement (Student Portion).

ATTACHMENT

Student Placement Agreement (NBCC

Student Placement Agreement (Student Portion), form of agreement

 **NBCC STUDENT PLACEMENT AGREEMENT**

This Agreement is effective as of **DATE**

BETWEEN:

NAME OF EMPLOYER (the “Host”)

- and -

New Brunswick Community College (NBCC) (the “College”).

PURPOSE:

- A. the College wishes to arrange work integrated learning experience for students in its program(s) (the “**Placement(s)**”) and has asked the Host to provide such opportunities;
- B. the Host offers to provide such experience by way of work integrated learning placements for students enrolled at the College; and
- C. the parties wish to define the objectives of the work integrated learning placements and responsibilities of the participating parties and persons;

All parties therefore agree to the following:

1. TERM

This Agreement shall be in effect commencing (**insert date**) and will continue from year to year, unless either Party gives written notice of termination or amendment.

2. RESPONSIBILITIES OF THE HOST

The Host shall:

- (1) provide the College with certain Placements for students from time to time, as mutually agreed upon;
- (2) designate qualified staff to coordinate and supervise the Student during the Placement;
- (3) determine the role and responsibilities of the Student, and assign duties which represent learning opportunities that are in keeping with the learning outcomes for the placement as provided by the College;
- (4) require Students to meet pre-placement requirements established by the Host prior to the Placement;
- (5) provide to the Students, upon or before the commencement of and during the Placement:
 - (a) orientation to the physical facilities;
 - (b) training and material relating to confidentiality, policies and administrative, technical and physical safeguards and practices implemented by the Host; and
 - (c) safety equipment and protective clothing, for use during the Placement, in areas where such equipment or clothing may be required by the Host;

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- (6) take reasonable precautions to ensure the safety of the Student at all times and ensure the Student is permitted to provide service in furtherance of learning outcomes only when authorized and supervised by approved Placement staff;
- (7) assess each Student as often as the parties require for the Placement and at a minimum at the completion of the Placement, based upon the Program's learning objectives and requirements as directed by the College; and
- (8) for clarity, the Host will not be responsible to make any payment or charge to the Student in respect of the Placement.

3. RESPONSIBILITIES OF THE COLLEGE

The College shall:

- (1) outline the learning outcomes for the Student;
- (2) verify that Students are eligible for work integrated learning experiences prior to commencement;
- (3) appoint a WIL Coordinator whose responsibilities are to evaluate the Student's performance in accordance with the learning outcomes established by the College and in consultation with the staff of the Host;
- (4) inform the Student they must comply with and abide by the Host's policies and procedures, and the instructions of the supervisor, including engaging only in work as assigned;
- (5) inform the Student that they are required to abide by the Host's Conflict of Interest policy and confidentiality requirements, and are subject to the provisions of legislation governing the Host; and
- (6) assign the overall grade for each student's Placement and assume overall responsibility for the Students' academic program.

4. INDEMNITY

Each party agrees to indemnify and save, defend, keep harmless and fully indemnify the other party (including such other party's directors, officers, employees, agents, students and other representatives) from and against all actions, claims and demands and against all loss, liability, cost, expense, legal fees, judgment or damage on account of injury or damage to persons or property, including death, that the other party may sustain, suffer or be put to, resulting from or arising out of the negligent or willful act or omission of the indemnifying party or its directors, officers, employees, agents, or other representatives related to or arising from the Placement or other matters to which this Agreement pertains; provided, however that in no event shall the liability of an indemnifying party hereunder exceed the greater of (a) the amount recovered under the indemnifying party's applicable insurance policy, and (b) \$500,000; provided, further that the foregoing limitation on liability shall not apply in respect of any losses arising as a result of the gross negligence or willful misconduct of the indemnifying party or its directors, officers, employees, agents, students or other representatives. To the fullest extent permitted by applicable law, each party agrees that they shall not assert, and each hereby waives, any claim against the other, on any theory of liability, for special, indirect, consequential or punitive damages, as opposed to direct or actual damages, arising out of, in connection with, or as a result of, this Agreement.

5. INSURANCE

- (1) Insurance. Each party shall procure and maintain, and name the other party as an additional insured in respect of:
 - (a) A commercial general liability policy of insurance with at least a \$2,000,000.00 limit of coverage.
 - (b) Professional Liability insurance containing at least \$2,000,000.00 for NBCC students in select healthcare-related programs, as applicable.
- (2) Evidence of Insurance. Each party shall, upon request, provide evidence of insurance coverage that meets the requirements of this Agreement to the other party in the form of an insurance certificate, such insurance certificate to be in form and substance satisfactory to such other party, acting reasonably.
- (3) Workers' Compensation. The College acknowledges that Students are not covered by the Hosts' workers' compensation package. Students, while fulfilling an unpaid Placement, have WorkSafeNB or private insurance coverage in the event of an incident or injury. The cost of the coverage is funded by the College. Claims adjudication is done by WorkSafeNB. The College shall manage claims that may arise.

6. CONFIDENTIALITY

- (1) **"Confidential Information"** as used herein is deemed to be any information including but not limited to client/student identities, materials, records, memoranda, data, results and assessments received by the College or the Host as a result of any Placement.
- (2) Strict Confidence. Both parties shall maintain in strict confidence, all Confidential Information acquired in the course of or incidental to the performance of this Agreement and not to disclose, make use of or otherwise deal with Confidential Information without express written permission.
- (3) Intellectual Property. All information, computer software, data, material, sketches, plans, designs, notes, documents, memoranda, specifications or other paper writing gathered, assembled, received or prepared by a Student during a Placement (the **"Material"**) is the sole property of the Host, including any copyright and other intellectual property rights with respect to such Material.

7. TERMINATION AND AMENDMENTS

- (1) Either party may terminate or amend this Agreement by providing written notice by an authorized representative of the Party.
- (2) Additional Termination Rights. The Host shall, in addition to any other rights it may have and after consulting with the College, have the right to terminate the Placement of any Student:
 - (a) if, in the sole discretion of the supervisor or his/her designate, a Student's Placement performance is unacceptable, with the result that community service

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- and/or client care is compromised; or
- (b) in the event of circumstances beyond the control of the Host, such as a community disaster, pandemic, labour disruption, fire or other situation where such circumstances would interfere with the Host's obligations under this Agreement. Once such circumstances have ended, the Host shall permit the Student affected by the interruption to return as soon as possible to complete the Placement.

8. CONTACT INFORMATION

The parties shall deliver any notice herein required or permitted under this Agreement personally, by registered mail or by e-mail to the parties at the addresses listed in this section.

In the case of the Host to:

Employer Address:
Market Square
PO Box 1971
Saint John, NB E2L 4L1

Employer Contact Information: (insert information)
Name
Phone number
Email address

In the case of the College to:

New Brunswick Community College
Campus Address (insert information)

Attention: Name of Dean
Name of School (insert information)
E-mail: Dean's email address

9. MISCELLANEOUS

- (1) Relationship Between the Parties. Neither party is considered in any way an employee, representative or agent of the other and each party acts as an independent contractor. Neither party creates or may create any obligation, either express or implied, on behalf of the other, except as expressly authorized by this Agreement.
- (2) Performance Standards. Each party shall perform its respective obligations under this Agreement:
- (a) in an appropriate and competent manner in accordance with the provisions of this Agreement; and
- (b) in accordance with all applicable statutes, by-laws, regulations, orders, standards and guidelines of all municipal, provincial and federal authorities having jurisdiction.

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- (3) No Assignment. Neither party shall assign this Agreement or any interest herein without the prior written consent of the other party.
- (4) Expenses. Each party is responsible for its own expenses relating to the performance of its obligations under this Agreement.
- (5) Governing Law. This Agreement and the matters contemplated herein shall be governed by the laws of the Province of New Brunswick and the federal laws of Canada applicable herein.

Any document appearing in paper form is uncontrolled and must be compared to the electronic version.

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

THE CITY OF SAINT JOHN

Name:

Title:

Name:

Title:

Name:

Title:

NEW BRUNSWICK COMMUNITY COLLEGE

Any document appearing in paper form is uncontrolled and must be compared to the electronic version.



STUDENT PLACEMENT AGREEMENT (STUDENT PORTION)

BETWEEN:

The City of Saint John (the “City”)

The City of Saint John - and -

(insert name of student) (the “Student” or “you”, “your”) of **(address)**

PURPOSE:

- A. the Student wishes to participate in work integrated learning experience;
- B. the City offers to provide such experience by way of work integrated learning placements for Student; and
- C. the parties wish to define the objectives of the work integrated learning placements and responsibilities of the participating parties and persons;

The parties therefore agree to the following:

1. TERM

This Agreement shall be in effect commencing **(insert date)** and will continue until **(end date)**, unless either party gives written notice of termination or amendment.

2. COMPENSATION

This Placement is not subject to compensation, whether for the benefit of the Student or the City, of any kind; the mutual promises and opportunities of the Placement set out herein will constitute consideration for this Agreement. The Student is not considered in any way an employee, representative or agent of the City.

3. RESPONSIBILITIES OF THE CITY

In order to provide you with a positive learning opportunity:

- (1)** **(insert name)** at **(insert contact number)** and **(insert email)** has been designated to coordinate and supervise you during the Placement (the “**Supervisor**”);
- (2)** your role and responsibilities will represent learning opportunities that are in keeping with the learning outcomes for the Placement, as provided by New Brunswick Community College (the “**College**”);
- (3)** the City has or will provide to you, as applicable, upon or before the commencement of and during the Placement, completion of which will be indicated by your initials below:
 - (a) _____ orientation to the physical facilities;
 - (b) _____ training and material relating to confidentiality, policies and administrative, technical and physical safeguards, and practices implemented by the City; and
 - (c) _____ safety equipment and protective clothing, for use during the Placement, in areas where such equipment or clothing may be required by the

City;

- (4) the City will take reasonable precautions for your safety at all times; and
- (5) the City will assess you as often as the parties require for the Placement and at a minimum at the completion of the Placement, based upon the Program's learning objectives and requirements as directed by the College.

4. RESPONSIBILITIES OF THE STUDENT

The Student shall:

- (1) _____ demonstrate to the satisfaction of the City that any established pre-placement requirements, as communicated by the Supervisor, have been met prior to the Placement, completion of which will be indicated by the Supervisor's initials in this section;
- (2) conduct themselves in a responsible manner and will refrain from engaging in inappropriate conduct;
- (3) follow the direction and instructions of the Supervisor, including engaging only in work as assigned and authorized;
- (4) comply with and abide by the City's policies and procedures;
- (5) abide by the City's Conflict of Interest policy and other policy requirements and provisions of legislation governing the City;
- (6) take all reasonable precautions for the Student's safety at all times and notify the Supervisor, the College (as primary manager of any issue), and WorkSafe NB or private insurance coverage in the event of an incident or injury; and
- (7) not create any obligation, either express or implied, on behalf of the City, except as expressly authorized by this Agreement.

5. RELEASE

THE STUDENT UNDERSTANDS THAT THERE MAY BE POTENTIAL RISK IN PARTICIPATING IN A PLACEMENT AND HEREBY ASSUMES ALL OF THE RISKS OF PARTICIPATING IN ANY/ALL ACTIVITIES ASSOCIATED WITH THIS PLACEMENT.

6. CONFIDENTIALITY

- (1) **"Confidential Information"** as used herein is deemed to be any information including but not limited to City materials, records, memoranda, data, results, and Student assessments received by the City as a result of the Placement.
- (2) Strict Confidence. Both parties shall maintain in strict confidence, all Confidential Information acquired in the course of or incidental to the performance of this Agreement and not to disclose, make use of or otherwise deal with Confidential Information without express written permission.
- (3) Intellectual Property. All information, computer software, data, material, sketches, plans, designs, notes, documents, memoranda, specifications or other paper writing gathered, assembled, received or prepared by a Student during a Placement (the **"Material"**) is the sole property of the City, including any copyright and other intellectual property rights with respect to such Material.

7. TERMINATION AND AMENDMENTS

- (1) Either party may terminate this Agreement by providing written notice to the other party.
- (2) Additional Termination Rights. The City shall, in addition to any other rights it may have and after consulting with the College, have the right to terminate the Placement of the Student:
 - (a) if, in the sole discretion of the supervisor or his/her designate, the Student's Placement performance is unacceptable, with the result that community service and/or client care is compromised; or
 - (b) in the event of circumstances beyond the control of the City, such as a community disaster, pandemic, labour disruption, fire or other situation where such circumstances would interfere with the City's obligations under this Agreement. Once such circumstances have ended, the City shall permit the Student affected by the interruption to return as soon as possible to complete the Placement.

8. CONTACT INFORMATION

Any formal notice or contact required under this Agreement will be directed to the address above for the Student or, in the case of the City, to Human Resources, The City of Saint John, Market Square, PO Box 1971, Saint John, NB E2L 4L1 or, in the case of the College to (complete). Regular contact will be to the contract details of the Supervisor in Section 3 and the contact information of the student provided upon commencement of the Placement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement effective as of **DATE**.

**THE CITY OF SAINT
JOHN**

Name:
Title:

Name:
Title:

Name: (Student's name)

Volunteer Board Member Proclamation

Whereas: The City of Saint John wishes to recognize the recent Board Member Volunteers for Develop Saint John, Discover Saint John and Economic Development Greater Saint John (EDGSJ) for their years of service.

And Whereas: The National Volunteer Week theme for 2021, **The Value of One, The Power of Many** motto was demonstrated by these dedicated Board Members who were so generous with their time, hard work and contributions in moving Develop SJ, Discover SJ and EDGSJ forward.

And Whereas: The Board Members, made up of volunteers of all backgrounds, experiences and talents include such individuals as:

Develop Saint John

Peter Allaby
Cynthia Goodwin
Stephen Kopp
Gerry Lowe
Leslie Magee
Francis Power
Alanna Waberski

Discover Saint John

David Alston
Dave Drinnan
Terry Hutchinson
Glenda MacLean
Corey McGill
Jasmine Mosher
Gilliane Nadeau
Kurt Peacock
Stephany Publicover
Elizabeth Rowe

Economic Development Greater Saint John

Jennifer Arsenault
Larry Hachey
David Irving
Andy MacPherson
Ryan Mitchell
Andrew Oland
Eric Poirier
Danielle Timmons
Amy Lynn Patterson
Joel Richardson

And Whereas: Being a community volunteer in one of the many Volunteer Organizations, such as Develop Saint John, Discover Saint John, and Economic Development Greater Saint John played a crucial role in improving our community in Saint John.

Now Therefore: I, Mayor Don Darling _____ of Saint John do hereby proclaim your Volunteer Work to be recognised in the City of Saint John.

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



The City of Saint John

PROCLAMATION

- WHEREAS:*** The Government of Canada recognizes the week of May 9-15, 2021 as National Police Week; and
- WHEREAS:*** The Saint John Police Force will be recognized as striving to provide leadership and service reflective of the public safety needs of the community to enhance the quality of life; and
- WHEREAS:*** Every day, our law enforcement officers render dedicated service to our community; and
- WHEREAS:*** As concerns about crime rise, the way Canadians think about policing transformed. Integration of the creative thinking of law enforcement administrators and academics with a wide body of policy research findings has yielded the concept of community policing. Unlike programs intended to address specific problems faced by law enforcement, community policing calls an all-encompassing change in the way police perform their duties; and
- WHEREAS:*** It is important that all citizens know and understand the problems, duties and responsibilities of their police force, recognize their duty to serve the people by safeguarding life and property, by protecting them against deception and the weak against oppression or intimidation.

NOW THEREFORE: I, **Mayor Don Darling**, of **Saint John** do hereby proclaim the week of May 9 to May 15, 2021, as **National Police Week**, in honour of those whose dedication, professionalism and significant daily contribution keep our citizens and communities safe.

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 NEW BRUNSWICK

**A By-law Respecting the
Licensing of Peddlers and
Hawkers in The City of Saint
John**

**Arrêté réglementant la
délivrance de permis aux
colporteurs dans The City of
Saint John**

By-law Number LG - 14

Arrêté numéro LG - 14

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

AND WHEREAS, The City of Saint John deems it advisable to pass this by-law because it will establish standards to regulate and control peddlers and hawkers on streets and sidewalks;

AND WHEREAS paragraph 10(1)(h) of the *Local Governance Act* provides that a local government may make by-laws for municipal purposes respecting, businesses, business activities and persons engaged in business;

AND WHEREAS subparagraph 10(1)(p)(i) of the *Local Governance Act* provides that a local government may make by-laws for municipal purposes respecting, subject to the *Highway Act*, the management and control of roads, streets and highways, sidewalks and boulevards and all property adjacent to roads, streets and highways, whether publicly or privately owned;

AND WHEREAS, section 147 of the *Local Governance Act*, states that a local government may, by by-law, provide that a person who violates or fails to comply with any provision of a by-law commits an offence;

AND WHEREAS subsection 148(1) of the *Local Governance Act* provides that a local government may establish a system of fines for offences under by-laws made under the authority of this Act;

AND WHEREAS, subsection 156(1) of the *Local Governance Act*, states that a local government may require administrative penalties to be paid in respect of a contravention of a provision of a by-law of the local government;

PRÉAMBULE

ATTENDU QUE, The City of Saint John juge opportun de prendre le présent arrêté destiné à réglementer et contrôler les colporteurs sur les rues et les trottoirs; et

ATTENDU QUE, l'alinéa 10(1)h) de la *Loi sur la gouvernance locale* autorise les municipalités, relativement à quelque fin municipale, à prendre des arrêtés concernant, les entreprises, les activités commerciales et les personnes qui exercent ces activités; et

ATTENDU QUE, le sous-alinéa 10(1)p)(i) de la *Loi sur la gouvernance locale* autorise les municipalités, relativement à quelque fin municipale, à prendre des arrêtés concernant, sous réserve de la *Loi sur la voirie*, la gestion et la régulation des chemins, des rues et des routes ainsi que des trottoirs, des boulevards et des biens privés ou publics adjacents; et

ATTENDU QUE, l'article 147 de la *Loi sur la gouvernance locale*, prévoit que, par voie d'arrêté, un gouvernement local peut prévoir que commet une infraction quiconque contrevient ou omet de se conformer à quelque disposition que ce soit d'un arrêté; et

ATTENDU QUE, le paragraphe 148(1) de la *Loi sur la gouvernance locale* autorise les municipalités à mettre sur pied un système d'amendes applicables aux infractions que prévoient les arrêtés qu'ils prennent en vertu de la présente loi; et

ATTENDU QUE, le paragraphe 156(1) de la *Loi sur la gouvernance locale*, prévoit qu'un gouvernement local peut exiger le paiement de pénalités administratives relativement à toute contravention à une disposition d'un arrêté du gouvernement local; et

AND WHEREAS, notice of this by-law, and of the Common Council meeting at which this By-law was discussed, were 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 This By-law may be cited as the *Peddlers and Hawkers By-Law* (hereinafter the “By-law”).

Definitions

2 The following definitions apply in this By-law:

“**by-law enforcement officer**” means a by-law enforcement officer appointed under this By-law and designated by resolution of Common Council; (*agent chargé de l’exécution des arrêtés*)

“**building inspector**” means the building inspector of the City and includes the deputy building inspector or his designate; (*inspecteur des constructions*)

“**City**” means The City of Saint John; (*municipalité*)

“**Common Council**” means the elected municipal council of the City; (*conseil communal*)

“**goods**” includes food, beverages, wares, merchandise, meats, fish, fruits, vegetables, garden and farm products or provisions; (*marchandises*)

“**hawker**” and “**peddler**” means any person who

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 Le présent arrêté peut être cité sous le titre *Arrêté concernant les colporteurs* (ci-après « l’arrêté »).

Définitions

2 Les définitions qui suivent s’appliquent au présent arrêté :

« **agent chargé de l’exécution des arrêtés** » désigne un agent chargé de l’exécution des arrêtés nommé conformément au présent arrêté, et désigné par résolution par le conseil communal; (*by-law enforcement officer*)

« **inspecteur des constructions** » L’inspecteur des constructions de la municipalité et s’entend également de l’inspecteur des constructions adjoint ou son représentant; (*building inspector*)

« **municipalité** » désigne The City of Saint John; (*City*)

« **conseil communal** » désigne les membres élus du conseil municipal de la municipalité; (*Common Council*)

« **marchandises** » S’entend également de produits alimentaires, de boissons, de viande, de poisson, de fruits, de légumes et de produits du jardin et de la ferme; (*goods*)

« **colporteur** » Toute personne qui colporte ou

peddles or hawks goods on the streets and sidewalks of the City of Saint John; (*colporteur*)

“**person**” includes any person, firm, corporation, association, club, partnership, society or any other organization. (*personne*)

“**sidewalk**” means that portion of a street between the curb lines of the lateral lines of a roadway, and the adjacent property lines set apart for the use of pedestrians, and includes any part of a street set apart or marked as being for the exclusive use of pedestrians; (*trottoir*)

“**street**” means the entire width between the boundary lines of every street, highway, road, lane, alley, curb, sidewalk, park or place when any part thereof is used by the general public for the passage of vehicles and pedestrians, and includes the bridges thereon but does not mean nor include a provincial highway as defined in the *Motor Vehicle Act*; (*rue*)

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,

vend de porte à porte des marchandises sur les rues et trottoirs de la municipalité; (*hawker and peddler*)

« **personne** » Toute personne, entreprise, corporation, association, club, société de personnes ou autre organisme. (*person*)

« **trottoir** » Partie d’une rue qui s’étend de la bordure des limites latérales de la chaussée jusqu’aux limites des biens-fonds adjacents et qui est réservée à l’usage des piétons, ainsi que toute partie d’une rue réservée ou marquée à l’usage exclusif des piétons; (*sidewalk*)

« **rue** » Surface entière qui s’étend entre les limites latérales des rues, routes, chemins, ruelles, allées, bordures, trottoirs, parcs ou places utilisée en tout ou en partie par le grand public pour la circulation des voitures ou des piétons, y compris les ponts qui s’y trouvent mais ne désigne pas et n’inclut pas une route provinciale, telle qu’elle est définie dans la *Loi sur les véhicules à moteur*; (*street*)

Interprétation

3 Les règles qui suivent s’appliquent à l’interprétation du 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.

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, paragraph, 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.

(f) The Schedules attached to this By-law are included in and shall be considered part of this By-law.

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 provinciaux.

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.

f) Les annexes jointes au présent arrêté sont incluses et doivent être considérées comme faisant partie du présent arrêté.

Appointment of By-law Enforcement Officers

4 Common Council may, for the purposes of the administration and enforcement of this By-law, appoint by-law enforcement officers who may exercise such powers and perform such duties as may be set out in this By-law or the *Local Governance Act*.

Licence Required

5 No person, other than a person mentioned in Schedule "A", shall engage in the business of a peddler or hawker or transient trader within the boundaries of the City unless he is in possession of a valid licence (hereinafter referred to as a "peddler's licence") which has been issued to him under this By-law.

Nomination des agents chargés de l'exécution des arrêtés

4 Le conseil communal peut, pour les fins de l'administration et de l'application du présent arrêté, nommer des agents chargés de l'exécution des arrêtés chargés d'exercer les pouvoirs et remplir les fonctions prévus dans le présent arrêté ou la *Loi sur la gouvernance locale*.

Permis obligatoire

5 Sauf pour les personnes mentionnées à l'Annexe « A », il est interdit d'exercer les activités de colporteur ou de marchand ambulant dans les limites de la municipalité à moins d'être titulaire d'un permis valide (ci-après appelé « permis de colporteur ») délivré en vertu du présent arrêté.

Application for Licence

6 An application for a peddler's licence shall be made to the building inspector on the form (Schedule "B") provided by him. The information provided on the form shall include:

- (a) full name and address of the applicant;
- (b) particulars of any vehicle to be operated or used by the applicant during the term of the peddler's licence;
- (c) a brief description of the nature of the proposed business and the goods to be sold and the location(s) to be used;
- (d) two recent photographs (size 2" by 2") which clearly show the frontal portion of the applicant's head and shoulders; and
- (e) the applicant shall attach to his application a copy of any licence required under the *Public Health Act* and its regulations.

Issuance of Licence and Badge

7 The building inspector shall upon submission of the application and any licence required under the *Public Health Act* and its regulations and payment of the prescribed licence fee, issue a peddler's licence (Schedule "C") and badge (Schedule "D") to an applicant. The peddler's licence and badge shall be in the form set out herein and a photograph of the applicant shall be attached to the licence. The building inspector shall keep a permanent record of all licences issued.

Display of Licence and Badge

Demande de permis

6 La demande de permis de colporteur est présentée à l'inspecteur des constructions au moyen du formulaire (Annexe « B ») fourni par celui-ci. La demande contient ce qui suit :

- (a) le nom et l'adresse au complet de l'auteur de la demande;
- (b) une description détaillée de tout véhicule qu'il utilisera pendant la durée de son permis;
- (c) une courte description de la nature de l'entreprise projetée ainsi que des marchandises qui seront vendues et du lieu qui sera utilisé;
- (d) deux photographies récentes (2 pouces sur 2 pouces) montrant clairement la partie avant de la tête et des épaules de l'auteur de la demande; et
- (e) une copie de tout permis exigé en vertu de la *Loi sur la santé publique* et de ses règlements.

Délivrance de permis et insigne

7 Sur réception de la demande et de tout permis exigé en vertu de la *Loi sur la santé publique* et de ses règlements, et sur versement du droit de permis prescrit, l'inspecteur des constructions délivre à l'auteur de la demande un permis de colporteur (Annexe « C »), auquel est jointe une photo de l'auteur de la demande, et un insigne (Annexe « D ») selon la forme prescrite au présent arrêté. L'inspecteur des constructions tient un registre permanent de tous les permis délivrés.

Affichage de permis et insigne

8 A peddler or hawker shall wear his badge on the front of his hat or outer garment in such a way that it is conspicuous during such time as he is engaged in peddling or hawking. He shall exhibit his peddler's licence at the request of any person.

Transfer of Licence and Badge

9 No peddler's licence or badge issued hereunder shall be used or worn at any time by any person other than the person to whom it was issued.

Loud Noises and Speaking Devices

10 No peddler or hawker, nor any person in or on his behalf, shall blow a horn, ring a bell or use any sound device, including any loud speaker, radio or sound amplifying system, during such time as the said peddler or hawker is engaged in peddling or hawking.

Use of Streets and Sidewalks

11 No person shall peddle or hawk anything on any street or sidewalk in the City unless he is in possession of a valid peddler's licence issued to him under this By-law and he is in compliance with the provisions of the Use of Sidewalks By-law.

Enforcement

12 Members of the Saint John Police Force are authorized to enforce the provisions of this By-law and to lay information in the Provincial Court of New Brunswick with respect to violations of this By-law.

Suspension or Revocation

13(1) The building inspector may suspend or

8 Le colporteur porte son insigne à l'avant de son chapeau ou de son manteau de façon à le mettre en évidence pendant qu'il exerce ses activités de colportage. Il montre son permis de colporteur à toute personne qui le lui demande.

Transfert de permis et insigne

9 Le permis ou l'insigne de colporteur délivré en vertu du présent arrêté ne peut être utilisé ou porté par une personne autre que la personne à laquelle il a été délivré.

Bruits et dispositifs sonores

10 Il est interdit à un colporteur ou à une personne qui le représente d'utiliser un klaxon, une cloche ou un autre dispositif sonore, y compris un haut-parleur, une radio ou un amplificateur de son, pendant qu'il exerce ses activités de colportage.

Utilisation des rues et trottoirs

11 Nul ne peut se livrer à des activités de colportage sur une rue ou un trottoir de la municipalité à moins d'être titulaire d'un permis de colporteur valide délivré en application du présent arrêté et de respecter les dispositions de *l'Arrêté sur l'utilisation des trottoirs*.

Application

12 Les membres du Service de police de Saint John sont autorisés à assurer l'application du présent arrêté et à déposer des dénonciations à la Cour provinciale du Nouveau-Brunswick en cas de violation du présent arrêté.

Suspension ou révocation

13(1) L'inspecteur des constructions peut

revoke a peddler's licence for any of the following causes:

- (a) a violation of this By-law or section 19 of the Use of Sidewalks By-law;
- (b) conviction for any offence under the Criminal Code of Canada or under the *Food and Drugs Act*;
- (c) conducting the business of peddling in an unlawful manner or in such a manner as to constitute a breach of the peace or to constitute a menace to the health, safety, or general welfare of the public.

13(2) The building inspector shall give written notice of the suspension or revocation either by having the notice handed personally to the licensee or by having the notice sent by registered mail to the licensee's address as shown on his application. It shall be deemed that the licensee received the notice on the third day following the date of mailing.

Expiration of Licence

14 All peddler's licences issued under this By-law shall expire on the thirty-first (31st) day of December of the year they were issued.

Licence Fee

15 Peddler's licence: one hundred and fifty dollars (\$150.00).

Miscellaneous

16(1) A person who holds a peddler's licence under this By-law shall upon changing his address immediately notify the building inspector in writing of such change of address.

suspendre ou révoquer un permis de colporteur pour l'un des motifs suivants:

- a) une violation du présent arrêté ou de l'article 19 de *l'Arrêté concernant l'usage des trottoirs*;
- b) une déclaration de culpabilité à l'égard d'une infraction prévue au Code criminel du Canada ou à la *Loi sur les aliments et drogues*;
- c) l'exercice d'activités de colportage d'une manière illégale ou de façon à troubler la paix ou à constituer une menace pour la santé, la sécurité ou le bien-être général du public.

13(2) L'inspecteur des constructions donne un avis écrit de la suspension ou de la révocation au titulaire du permis soit en le lui remettant à personne, soit en le lui faisant parvenir par courrier à l'adresse figurant sur la demande de permis du titulaire, qui est réputé l'avoir reçu le troisième jour suivant la date de sa mise à la poste.

Expiration du permis

14 Tous les permis de colporteur délivrés en vertu du présent arrêté expirent le 31 décembre de l'année de leur délivrance.

Droit de permis

15 Permis de colporteur: cent cinquante dollars (150 \$).

Dispositions diverses

16(1) Le titulaire d'un permis de colporteur délivré en vertu du présent arrêté avise immédiatement l'inspecteur des constructions de tout changement d'adresse au moyen d'un avis

écrit.

16(2) A person who held a peddler's licence under this By-law which has been suspended or revoked shall within a reasonable time deliver the licence and badge to the building inspector's office.

16(2) Le titulaire du permis de colporteur qui a été suspendu ou révoqué remet dans un délai raisonnable son permis et son insigne au bureau de l'inspecteur des constructions.

16(3) A person who has been issued a peddler's licence and badge under this By-law and who has lost such licence or badge may, upon satisfying the building inspector that he has lost his licence or badge and paying a replacement fee of ten dollars (\$10.00), obtain a replacement licence or badge or licence and badge.

16(3) La personne qui a perdu le permis de colporteur ou l'insigne qui lui a été délivré en vertu du présent arrêté peut, après avoir convaincu l'inspecteur des constructions qu'il a perdu son permis ou son insigne et contre paiement d'un droit de remplacement de dix dollars (10 \$), obtenir un permis ou un insigne de remplacement.

16(4) No person shall peddle or hawk at any of the places or during any of the times set forth in Schedule "E".

16(4) Il est interdit de se livrer à des activités de colportage aux endroits et aux périodes mentionnés à l'Annexe « E ».

Offences

Infractions

17(1) A person who violates a provision of this By-law is guilty of an offence and is liable upon summary conviction to a fine of not less than three hundred dollars (\$300.00) and not more than two thousand one hundred dollars (\$2,100).

17(1) Toute personne qui contrevient à une des dispositions du présent arrêté est coupable d'une infraction et est passible sur condamnation sommaire d'une pénalité minimale de trois cents dollars (300 \$) et ne dépassant pas deux mille cent dollars (2 100 \$).

17(2) If an offence committed under this By-law continues for more than one (1) day:

17(2) Si une infraction se poursuit pendant plus d'une journée :

(a) the minimum fine that may be imposed is the minimum fine established in this By-law multiplied by the number of days during which the offence continues; and

a) l'amende minimale qui peut être infligée correspond à l'amende minimale qui est fixée en vertu du présent arrêté pour cette infraction, multipliée par le nombre de jours pendant lesquels elle se poursuit, et

(b) the maximum fine that may be imposed is the maximum fine established in this By-law multiplied by the number of days during which the offence continues.

b) l'amende maximale qui peut être infligée correspond à l'amende maximale qui est fixée en vertu du présent arrêté pour cette infraction, multipliée par le nombre de jours pendant lesquels elle se

poursuit.

Administrative Penalties

Pénalités administratives

18(1) The City may require an administrative penalty to be paid with respect to a violation of a provision of this By-law as set out in subsection 18(2).

18(1) La municipalité peut exiger qu’une pénalité administrative soit payée relativement à une infraction à une disposition de cet arrêté, comme prévu au paragraphe 18(2).

18(2) A person who violates any provision of this By-law may pay to the City within 45 calendar days from the date of such violation an administrative penalty of one hundred and fifty dollars (\$150.00), and upon such payment, the person who committed the violation is not liable to be prosecuted therefor.

18(2) Toute personne qui contrevient à une disposition du présent arrêté peut payer à la municipalité dans un délai de 45 jours civils à compter de la date de ladite infraction, une pénalité administrative de cent cinquante dollars (150 \$), et une fois l’amende payée, la personne n’est plus susceptible de poursuites judiciaires.

Repeal

Abrogation

19 A by-law of the City of Saint John enacted on the 5th day of July, 2004 entitled “*A By-law Respecting The Licensing Of Peddlers And Hawkers In The City Of Saint John*”, By-law Number M-15, and all amendments thereto is repealed.

19 L’arrêté de The City of Saint John édicté le 5 juillet 2004 et intitulé « *Arrêté réglementant la délivrance de permis aux colporteurs dans The City of Saint John* », Arrêté numéro M-15, 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. 2021 and signed by:

EN FOI DE QUOI, The City of Saint John a fait apposer son sceau municipal sur le présent arrêté le _____ 2021, avec les signatures suivantes :

Mayor/Maire

City Clerk/Greffier de la municipalité

First Reading - April 19, 2021
Second Reading - April 19, 2021
Third Reading -

Première lecture - le 19 avril 2021
Deuxième lecture - le 19 avril 2021
Troisième lecture -

SCHEDULE "A"

ANNEXE « A »

This By-law does not apply to the following persons:

Le présent arrêté ne s'applique pas aux personnes suivantes :

(a) a person peddling or hawking fruits, vegetables, meats and other products harvested by him from his farm or garden;

a) les personnes qui colportent ou vendent de porte à porte des fruits, des légumes, de la viande ou d'autres produits provenant de leurs fermes ou de leurs jardins;

(b) a fisherman peddling or hawking fish, oysters or any products harvested by him from the sea; or

b) les pêcheurs qui colportent ou vendent de porte à porte du poisson, des huîtres ou d'autres fruits de mer qu'ils ont pêchés eux-mêmes;

(c) persons employed by any temperance, benevolent or religious society in the Province for the peddling or selling of temperance tracts or other moral or religious publications under the direction of such society, to the exclusion of other goods and merchandise.

c) les employés d'associations de tempérance ou de bienfaisance ou d'associations religieuses de la province qui colportent ou vendent des brochures sur la tempérance ou d'autres publications morales ou religieuses sous la direction de ces associations, à l'exclusion de tous autres articles ou marchandises.

SCHEDULE "B"
Peddlers and Hawkers By-law
Application Form

ANNEXE « B »
Arrêté concernant les colporteurs
Demande de Permis

Name:

Nom:

Address:

Adresse:

Vehicle to be used:

Véhicule qui sera utilisé:

Proposed Business:

Activité suggérée:

Proposed location(s):

Endroit(s) suggéré(s):

Type of goods:

Type de marchandises:

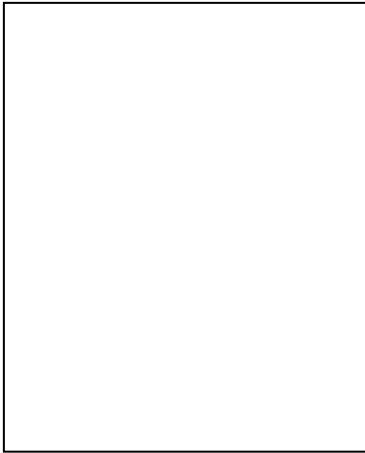
Attach two recent 2" x 2" photographs clearly showing face and shoulders.

Veillez inclure deux photos 2" x 2" Montrant clairement le visage et les épaules.

Dated this _____ day of _____, 20__.

Daté ce _____ jour de _____, 20__.

SCHEDULE "C" / ANNEXE « C »
Form of Licence / Forme prescrite de permis



Photo

(City Crest)
(emblème de la
municipalité)

The City of Saint John
Peddler's Licence/Permis
de colporteur de la municipalité

Name/Nom _____

Address/Adresse _____

Licence #/No. de permis _____

Expiry Date/Date d'expiration _____

Building Inspector/Inspecteur des bâtiments _____

SCHEDULE "D" / ANNEXE « D »
Form of Badge / Forme perscrite de l'insigne



**SCHEDULE “E”
No Peddling or Hawking**

**ANNEXE « E »
Aucun colportage**

Place	Time	Endroit	Heure
Mispec Park	Anytime	Parc Mispec	En tout temps
Dominion Park	Anytime	Parc Dominion	En tout temps
Shamrock Park	Anytime	Parc Shamrock	En tout temps
Rockwood Park	Anytime	Parc Rockwood	En tout temps
Forest Hills Park	Anytime	Parc Forest Hills	En tout temps
Memorial Field	Anytime	Parc Memorial	En tout temps
Fallsview Park	Anytime	Parc Fallsview	En tout temps
Anywhere else in the City	12:00 a.m. to 7:00 a.m.	Tout autre endroit	de 24h à 7h



CITY OF SAINT JOHN NEW BRUNSWICK

**A By-law Respecting the Use
of Sidewalks within The City
of Saint John**

**Arrêté concernant l'utilisation
des trottoirs dans The City of
Saint John**

By-law Number LG - 13

Arrêté numéro LG - 13

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 City of Saint John deems it advisable to pass this by-law because it will establish standards to regulate and control the use of sidewalks;

AND WHEREAS subparagraph 10(1)(p)(i) of the *Local Governance Act* provides that a local government may make by-laws for municipal purposes respecting, subject to the *Highway Act*, the management and control of roads, streets and highways, sidewalks and boulevards and all property adjacent to roads, streets and highways, whether publicly or privately owned;

AND WHEREAS section 147 of the *Local Governance Act* provides that a local government may, by by-law, provide that a person who violates or fails to comply with any provision of a by-law commits an offence;

AND WHEREAS subsection 148(1) of the *Local Governance Act* provides that a local government may establish a system of fines for offences under by-laws made under the authority of this Act;

AND WHEREAS, subsection 156(1) of the *Local Governance Act*, states that a local government may require administrative penalties to be paid in respect of a contravention of a provision of a by-law of the local government;

AND WHEREAS notice of this by-law, and of the Common Council meeting at which this by-law was discussed, were 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:

PRÉAMBULE

ATTENDU QUE The City of Saint John juge opportun de prendre le présent arrêté destiné à réglementer et contrôler l'utilisation des trottoirs; et

ATTENDU QUE, le sous-alinéa 10(1)p)(i) de la *Loi sur la gouvernance locale* autorise les municipalités, relativement à quelque fin municipale, à prendre des arrêtés concernant, sous réserve de la *Loi sur la voirie*, la gestion et la régulation des chemins, des rues et des routes ainsi que des trottoirs, des boulevards et des biens privés ou publics adjacents; et

ATTENDU QUE, l'article 147 de la *Loi sur la gouvernance locale* autorise les municipalités, à prévoir, par voie d'arrêté, que commet une infraction quiconque contrevient ou omet de se conformer à quelque disposition que ce soit d'un arrêté; et

ATTENDU QUE, le paragraphe 148(1) de la *Loi sur la gouvernance locale* autorise les municipalités à mettre sur pied un système d'amendes applicables aux infractions que prévoient les arrêtés qu'ils prennent en vertu de la présente loi; et

ATTENDU QUE, le paragraphe 156(1) de la *Loi sur la gouvernance locale*, prévoit qu'un gouvernement local peut exiger le paiement de pénalités administratives relativement à toute contravention à une disposition d'un arrêté du gouvernement local; et

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 :

Title

1 This by-law may be cited as the “*Use of Sidewalks By-law*” (hereinafter the “By-law”).

Definitions

2 The following definitions apply in this By-law.

“**applicant**” means any person making a written application to the commissioner for a sidewalk café permit or street occupancy permit under this By-law; (*requérant*)

“**business day**” means any day that is not a Saturday, Sunday or statutory holiday in the Province of New Brunswick; (*jour ouvrable*)

“**by-law enforcement officer**” means a by-law enforcement officer appointed under this By-law and designated by resolution of Common Council; (*agent chargé de l’exécution des arrêtés*)

“**City**” means The City of Saint John; (*municipalité*)

“**commissioner**” means the commissioner of Public Works & Transportation Services of the City or his designate; (*commissaire*)

“**Common Council**” means the elected municipal council of the City; (*conseil communal*)

“**permit**” means a sidewalk café permit or street occupancy permit issued under this By-law; (*permis*)

“**permit holder**” means the holder of a sidewalk café permit or street occupancy permit issued under this By-law; (_____)

“**person**” means and includes an individual,

Titre

1 Le présent arrêté peut être cité sous le titre *Arrêté sur l'utilisation des trottoirs* (ci-après « l'arrêté »).

Définitions

2 Les définitions qui suivent s'appliquent au présent arrêté.

« **requérant** » désigne une personne qui présente une demande écrite de permis au commissaire en vertu du présent arrêté; (*applicant*)

« **jour ouvrable** » un jour autre qu'un samedi, un dimanche ou un jour férié dans la province du Nouveau-Brunswick; (*business day*)

« **agent chargé de l'exécution des arrêtés** » désigne un agent chargé de l'exécution des arrêtés nommé conformément au présent arrêté, et désigné par résolution par le conseil communal; (*by-law enforcement officer*)

« **municipalité** » désigne The City of Saint John; (*City*)

« **commissaire** » désigne le commissaire aux services du transport et des travaux publics de la municipalité ou son représentant; (*commissioner*)

« **conseil communal** » désigne les membres élus du conseil municipal de la municipalité; (*Common Council*)

« **permis** » ; (*permit*)

« _____ » ; (*permit holder*)

« **personne** » ; (*person*)

corporation, partnership, society or co-operative association; (*personne*)

“**revoke**” means cancel, rescind, repeal or reverse, and the words “revoked” or “revocation” have corresponding meanings; (*révoquer*)

“**sidewalk**” means that portion of a street between the curb lines of the lateral lines of a roadway, and the adjacent property lines set apart for the use of pedestrians, and includes any part of a street set apart or marked as being for the exclusive use of pedestrians; (*trottoir*)

“**sidewalk café**” means fixtures or structures built or placed within a designated sidewalk café area for the purpose of seating and serving customers of an existing licensed bar, restaurant or café; (*cafés-terrasse*)

“**sidewalk café area**” means the area of a bar, restaurant or café directly abutting a sidewalk or street for which a sidewalk café has been approved under this By-law; (_____)

“**sidewalk café permit**” means a sidewalk café permit issued under this By-law; (_____)

“**street**” means the entire width between the boundary lines of every street, highway, road, lane, alley, curb, sidewalk, park or place when any part thereof is used by the general public for the passage of vehicles and pedestrians, and includes the bridges thereon but does not mean nor include a provincial highway as defined in the *Motor Vehicle Act*; (*rue*)

“**street occupancy permit**” means a street occupancy permit issued under this By-law; (_____)

“**traffic management plan**” means a written plan prepared by the applicant that contains provisions for the control of pedestrian and vehicular traffic on the sidewalk or street subject to a street occupancy permit including notification to the general public;

« **révoquer** » ; (*revoke*)

« **trottoir** » Partie d’une rue qui s’étend de la bordure des limites latérales de la chaussée jusqu’aux limites des biens-fonds adjacents et qui est réservée à l’usage des piétons, ainsi que toute partie d’une rue réservée ou marquée à l’usage exclusif des piétons; (*sidewalk*)

« **cafés-terrasse** » ; (*sidewalk café*)

« _____ » ; (*designated sidewalk café area*)

« _____ » ; (*sidewalk café permit*)

« **rue** » Surface entière qui s’étend entre les limites latérales des rues, routes, chemins, ruelles, allées, bordures, trottoirs, parcs ou places utilisée en tout ou en partie par le grand public pour la circulation des voitures ou des piétons, y compris les ponts qui s’y trouvent mais ne désigne pas et n’inclut pas une route provinciale, telle qu’elle est définie dans la *Loi sur les véhicules à moteur*; (*street*)

« _____ » ; (*street occupancy permit*)

« _____ » ; (*traffic management plan*)

(_____)

“**uptown**” means the business improvement area as defined in the Business Improvement Area By-law, By-law Number BIA – 1 and amendments thereto (_____) « _____ » ; (*uptown*)

“**work**” means all labour to be performed on a property directly abutting a sidewalk or street as depicted or described in the application for a street occupancy permit and includes all related materials and services. (_____) « _____ » . (*work*)

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, paragraph, part or parts, or provision of this By-law, is

Interprétation

3 Les règles qui suivent s’appliquent à l’interprétation du 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 et règlements applicables des gouvernements fédéral ou provinciaux.

e) Si une disposition quelconque est déclarée invalide par un tribunal compétent

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.

(f) The Schedules attached to this By-law are included in and shall be considered part of this By-law.

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.

f) Les annexes jointes au présent arrêté sont incluses et doivent être considérées comme faisant partie du présent arrêté.

Appointment of By-law Enforcement Officers

4 Common Council may, for the purposes of the administration and enforcement of this By-law, appoint by-law enforcement officers who may exercise such powers and perform such duties as may be set out in this By-law or the *Local Governance Act*.

Application for Sidewalk Café Permit

5(1) No person shall build or place a sidewalk café on a sidewalk or street unless a valid sidewalk café permit has been issued under this By-law.

5(2) A person that owns or operates a licensed bar, restaurant or café in a property located uptown may apply for a sidewalk café permit.

5(3) No sidewalk café permit shall be issued unless a written application is submitted to the commissioner in the form provided by the City.

5(4) An application for a sidewalk café permit shall include the following:

(a) Plans and details of the proposed sidewalk café showing;

(i) a scaled and dimensioned drawing of the proposed sidewalk café area and existing conditions within 3 meters of the proposed sidewalk café;

Nomination des agents chargés de l'exécution des arrêtés

4 Le conseil communal peut, pour les fins de l'administration et de l'application du présent arrêté, nommer des agents chargés de l'exécution des arrêtés chargés d'exercer les pouvoirs et remplir les fonctions prévus dans le présent arrêté ou la *Loi sur la gouvernance locale*.

(ii) the proposed platform or structure if applicable; and

(iii) the location and type of all fixtures, furniture, signs, lighting and any other objects or features to be located within the proposed sidewalk café area including the location of the facing wall of adjacent building.

(b) Proof of comprehensive general liability insurance on an occurrence basis of not less than five million dollars (\$5,000,000.00) naming the City as additional insured and containing a cross-liability clause. The City shall be provided with the corresponding Certificate of Insurance;

(c) A security deposit in the amount prescribed in Schedule "A" which may be used by the City, as its sole discretion, for the removal of the platform, structure furniture and any other object used in conjunction with the sidewalk café if it is not removed at the end of the term prescribed in subsection 7(1);

(d) Such other information as may be required by the commissioner; and

(e) Payment of the fee in the amount prescribed in Schedule "A".

Platform or Structure

6(1) If an application includes a platform or structure to be built within the sidewalk café area, a sidewalk café permit shall only be issued and construction shall only commence once the applicant has obtained all required approvals from the City.

6(2) If an application includes a platform or structure to be built within the sidewalk café area, a permit holder shall not operate the sidewalk café

until a by-law enforcement officer has:

- (a) Reviewed the plans and details of the proposed platform or structure, and has determined that they comply with the Saint John Building By-law; and
- (b) Carried out a physical inspection of the platform or structure to confirm compliance with the requirements of this By-law.

Term of Sidewalk Café Permit

7(1) Subject to subsection 7(2), all sidewalk café permits issued under this By-law shall become valid on a date not earlier than May 1st in any calendar year and, unless revoked or terminated earlier by the commissioner, shall automatically expire on October 31st in any calendar year.

7(2) The commissioner may alter the term of a sidewalk café permit but shall include the corresponding commencement and expiration dates on said permit.

Sidewalk Cafés

8(1) A level 1 sidewalk café does not include a built platform or structure, only tables and chairs.

8(2) A level 2 sidewalk café includes a built platform or structure (decking, handrails, etc.).

8(3) Sidewalk cafés are to be located in a sidewalk café area between the face of the building and either the curb or the travelled portion of a street used for parking purposes in accordance with all by-law provisions.

Standard Conditions and Requirements for Sidewalk Café Permits

9(1) A sidewalk café area shall:

- (a) Provide and maintain a minimum of 1.5 meters of unobstructed sidewalk space

along the entire sidewalk café area;

(b) Not impede or obstruct pedestrian and vehicular traffic, and at no point shall a pedestrian be required to walk on a tree grate or step off the curb to pass throughout or along the sidewalk café area;

(c) Not be permitted within the travelled portion of the street, unless approved by the commissioner and subject to the conditions and requirements imposed by the commissioner. A sidewalk café on a travelled portion of a street shall only be permitted if said portion of a street is used for parking purposes.

(d) Not contain any material, fixture, furniture, equipment, sign, lighting or electrical system that attaches to the surface of the sidewalk café area without first obtaining approval from the commissioner.

(e) Not contain any sign, umbrella or similar fixture and furniture that extends beyond the perimeter of the sidewalk café area;

(f) Not contain electrical service to a sidewalk café from adjoining establishments that are not at least 3 meters above the surface. Wiring and other related components should be of colours and materials that blend with their background;

(g) Not contain lighting equipment that extends beyond the perimeter of the sidewalk café area;

(h) Not contain speakers that extend beyond the perimeter of the sidewalk café area. The volume of the speakers must not exceed a level that would cause a nuisance to persons outside of the sidewalk café area;

(i) Not include space to store, prepare or

cook food;

(j) Not contain any sign, post, fixture or component of a sidewalk café that exceeds 2 meters in height;

(k) Not contain wind or weather screens above the top of the fence or perimeter barrier of the sidewalk café area;

(l) Not be permitted within 9 meters of intersecting streets as measured from the intersecting curbs;

9(2) A sidewalk café area shall not be altered or expanded without the prior approval of the commissioner.

9(3) A permit holder shall, at his sole expense, maintain the sidewalk café area in a safe condition, such that it is not dangerous or hazardous to pedestrian and vehicular traffic or the general public. The permit holder is responsible to keep the sidewalk café area free of litter and accumulated dirt at all times the sidewalk café is open. The sidewalk café area is to be cleaned at the end of every business day.

9(4) Notwithstanding any other section of this By-law, if the commissioner determines, in his sole discretion, that the sidewalk café constitutes a safety issue, danger or hazard; the City may, without notice to the permit holder, repair, alter or remove the sidewalk café at the permit holder's sole expense.

9(5) City departments and public utilities shall have the right to access the sidewalk café area at all times, without notice, to carry out maintenance and repair of their respective infrastructure. The removal of the sidewalk café may be ordered such that City departments and public utilities may carry out maintenance or repairs. In this event, the removal and reinstatement of the sidewalk café will be at the permit holder's sole expense.

9(6) A permit holder shall be responsible to ensure that all furnishings and equipment, including but not limited to, fixtures, lights, objects, tables, chairs, furniture, umbrellas, sandwich signs, A-frame style self-supporting signs, potted flowers and plants, hanging baskets and landscaping, be placed, remain within, and not overhang or protrude from the sidewalk café area.

9(7) Loss or damages resulting from building, placing or operating a sidewalk café are the sole responsibility of the permit holder.

9(8) Damages caused to City property resulting from building, placing or operating a sidewalk café, including but not limited to brick or concrete sidewalk, street lights, signage, parking machines, shall be repaired to the satisfaction of the commissioner at the permit holder's sole expense.

9(9) All sidewalk café areas must be cleared and free of all platforms, structures, fixtures, furnishings and equipment by October 31st at 11:59 pm. In the event that a sidewalk café area is not cleared and free by October 31st at 11:59 pm, the City may do the work at the permit holder's sole expense.

9(10) In the event of a snowfall during the time a sidewalk café is in place, the permit holder will be responsible at his sole expense for clearing snow and ice from the sidewalk along the entire sidewalk café area, including in front of and adjacent to it, in accordance with the City's Winter Management Plan, and to the satisfaction of the commissioner.

9(11) A permit holder shall be responsible for keeping the sidewalk café area clean, sanitary, free from papers, litter, rubbish and debris of any kind.

9(12) A permit holder shall comply with the applicable by-laws of the City, Provincial legislation and regulations.

Application for Street Occupancy Permit

10(1) No person shall occupy a sidewalk or street to perform work on a property directly abutting said sidewalk or street unless a valid street occupancy permit has been issued under this By-law.

10(2) A person that has ownership, possession, charge or control of a property directly abutting the sidewalk or street where work is to be performed may apply for a street occupancy permit.

10(3) No street occupancy permit shall be issued unless a written application is submitted to the commissioner in the form provided by the City.

10(4) An application for a street occupancy permit shall include the following:

(a) The proposed date of commencement and the expected date of completion of the work;

(b) Size, nature, location and purpose of the work;

(c) Plans and details of the proposed work including;

(i) a sketch of the proposed work area;

(ii) dimensions of sidewalk and/or street to be occupied; and

(iii) a traffic management plan

(d) Such other information as may be required by the commissioner.

(e) Payment of the fee in the amount prescribed in Schedule "A".

Term of Street Occupancy Permit

11(1) Subject to subsection 11(2), all street occupancy permits issued under this By-law shall be issued for an initial term of 4 weeks and shall

become valid on the commencement date noted on said permit and, unless revoked or terminated earlier by the commissioner, shall expire on the expiration date noted on said permit.

11(2) A street occupancy permit may be extended with approval from the commissioner. An extension is subject to payment of the corresponding fee in the amount prescribed in Schedule “A”.

Standard Conditions and Requirements for Street Occupancy Permits

12(1) Every street occupancy permit issued in accordance with this By-law shall not impede or obstruct pedestrian and vehicular traffic;

12(2) Work associated with a street occupancy permit is not permitted within the travelled portion of a street, unless approved by the commissioner and subject to the requirements imposed by the City’s Work Zone Safety Manual.

12(3) A work area shall not be altered or expanded without the prior approval of the Commissioner.

12(4) A permit holder shall, at his sole expense, maintain the work area in a safe condition, such that it is not dangerous or hazardous to pedestrian and vehicular traffic or the general public.

12(5) Notwithstanding any other sections in this By-law, if the commissioner determines, in his sole discretion, that the work area constitutes a safety issue, danger or hazard; the City may, without notice to the permit holder, repair, remove or alter the work area within the City’s sidewalk or street at the permit holder’s sole expense.

12(6) A permit holder shall be responsible to ensure that all furnishings and equipment be placed, remain within, and not overhang or protrude from the approved work area.

12(7) Loss or damages resulting from work performed under a street occupancy permit are the sole responsibility of the permit holder.

12(8) Damages caused to City property resulting from work performed under a street occupancy permit, including but not limited to brick or concrete sidewalk, street lights, signage, parking machines, shall be repaired to the satisfaction of the commissioner at the permit holder's sole expense.

12(9) The work area must be cleared and free of all fixtures, structures, platforms, furnishings, equipment, scaffolding and dumpsters by the expiration date noted on the street occupancy permit. In the event that the work area is not cleared and free by said date, the permit holder is subject to an extension fee as prescribed in Schedule "A" or removal of all fixtures, structures, platforms, furnishings, equipment, scaffolding and dumpsters by the City at the permit holder's sole expense.

12(10) In the event of a snowfall during the term of a street occupancy permit, the permit holder will be responsible at his sole expense for clearing snow and ice from the work area including in front of and adjacent to it, in accordance with the City's Winter Management Plan, and to the satisfaction of the commissioner.

12(11) A permit holder shall display the street occupancy permit on the property in a manner that can be easily viewed.

12(12) A permit holder shall comply with the applicable by-laws of the City, Provincial legislation and regulations.

Issuance of Permits

13 The commissioner may issue a permit under this By-law when he is satisfied that the applicant has complied with the requirements of this By-law.

Transferability of Permits

14 A permit issued under this By-law is not transferable.

Revocation of Permits

15(1) The commissioner may revoke a permit when:

(a) There is a violation of a condition set out in the permit or the By-law that has not been remedied within 1 day of the permit holder being notified of such violation;

(b) The permit was issued in error;

(c) The permit was issued based on inaccurate or false information;

(d) The continued operation of the sidewalk café or the performance of the work would be a risk to the health or safety of the general public, or would otherwise constitute a nuisance; or

(e) The continued operation of the sidewalk café or the performance of the work unreasonably interferes with the ability of the City, or any public utility, to have access to or maintain any municipal or utility infrastructure, street fixtures or property.

15(2) When the commissioner revokes a permit, the permit holder shall immediately cease operation of the sidewalk café or performance of the work and remove any and all fixtures, structures, platforms, furnishings and equipment related thereto.

Standard Conditions and Requirements for Openings on Sidewalks

16(1) No person shall be allowed to construct or maintain any surface opening in any sidewalk or to occupy or use for vaults, coal-holes, man-holes, or

16(1) Il est interdit d'aménager ou de maintenir en place une ouverture dans un trottoir ou d'occuper ou d'utiliser comme chambre à charbon, enceinte

other purposes the space beneath the sidewalks included within the sidewalk lines of any street within the City, unless a licence therefor shall have been first obtained from the commissioner, such licence to be issued only upon the condition that the person receiving the same shall as a compensation for the privileges granted by said licence, enter into a written agreement with the City, guaranteeing to pay an annual rental fees as prescribed in Schedule "A", and to open up and put back the sidewalk, and do all construction work subject to the directions and supervision of the by-law enforcement officer or such other person as the commissioner may designate provided that fifteen (15) square feet shall be the maximum area of surface opening allowable, and in no case shall it be more than five (5) feet six (6) inches long, except in the case of prism sidewalk lights, when a greater area may be allowed in the discretion of the said commissioner.

16(2) Every opening in any vault or coal-hole or man-hole or aperture in the sidewalk over said vault, coal-hole or man-hole, shall be covered with a substantial iron plate, with a rough surface to prevent accidents, of a pattern approved by the commissioner, and the entire construction of said vaults, coal-holes and man-holes shall be subject to the direction and supervision of the by-law enforcement officer or such other person as the commissioner may designate.

16(3) The owner or occupant of the abutting property in front of which any vault, coal-hole or man-hole is thus allowed to be constructed shall keep the said vault, coal-hole or man-hole, its walls and coverings in good order at all times to the satisfaction of the by-law enforcement officer.

16(4) The commissioner may order any opening which may have been made in the sidewalk for any purpose before the passing of this By-law to be

de stockage ou trou d' homme, ou a d' autres fins, l' espace situe sous les trottoirs et a l'interieur des limites laterales des trottoirs dans The City of Saint John, a moins d' avoir obtenu au préalable un permis du commissaire aux operations municipales, permis delivre seulement a condition que son titulaire, en echange des avantages accordes par le permis, s'engage par entente ecrite conclue avec la municipalité a payer un prix de location annuel, selon le bareme de prix presente ci-dessous, a ouvrir et a remettre en etat le trottoir et a faire tous les travaux de construction sous la direction et la supervision de l'ingenieur de la voirie ou d' une autre personne que designe le commissaire aux operations municipales. Il demeure entendu que la surface maximale autorisee pour ces ouvertures est de 15 pieds carres, leur longueur ne pouvant en aucun cas depasser 5 pieds 6 pouces, sauf si elles doivent recevoir des prismes de trottoir, auquel cas une superficie superieure peut etre autorisee par le commissaire aux operations municipales.

16(2) L' ouverture donnant acces a une enceinte de stockage, une chambre a charbon ou un trou d' homme amenes sous un trottoir doit etre fermee a l' aide d' une plaque de fer robuste dont la surface est texturee pour prevenir les accidents, selon le motif approuve par l'ingenieur de la voirie. La construction des enceintes de stockage, chambres a charbon ou trous d' homme se fait sous la direction et la supervision de l'ingenieur de la voirie ou de toute personne que peut designer le commissaire aux operations municipales.

16(3) Le proprietaire de la propriete dont la facade donne sur l'endroit ou la construction d'une enceinte de stockage, une chambre a charbon ou un trou d'homme est permise est tenu de garder ces ouvrages, de meme que leurs murs et couvercles, en bon etat en tout temps d' une maniere jugee satisfaisante par l'ingenieur de la voirie.

16(4) Le commissaire aux operations municipales peut ordonner la fermeture d' une ouverture qui a ete amenee dans un trottoir, a quelque fin que ce

closed up, and any vault or other structure to be removed forthwith unless the owner or occupant of the abutting property in front of which any such opening has been made as aforesaid, enters into a written agreement as provided for in subsection 16(1).

16(5) There shall be paid to the City as compensation for the privilege of opening the sidewalk and constructing underneath the same any vaults, coal-holes, area lights or other appliances, the annual rental fees prescribed in Schedule "A" in each calendar year within thirty days after demand thereof.

16(6) Whenever the front of any building is re-modelled or changed any existing sidewalk opening in connection with such building shall be reconsidered by the commissioner before licensing its further use.

16(7) All sidewalk covers must at all times be maintained even with the surface of the sidewalk, and the whole construction in a condition satisfactory to the commissioner.

16(8) The commissioner may order the closing of any or all openings on the sidewalk if he deems it necessary whether on account of their condition or otherwise.

16(9) The walls of all vaults shall be of some form of masonry satisfactory to the commissioner; if constructed of concrete or rubble masonry they shall not be less than eight (8) inches wide on the top, and shall have a batter of at least one half inch per foot on the inside of the face; and if constructed of brick they shall be of a design satisfactory to the commissioner.

16(10) Plans of all vaults, special or otherwise, larger than the maximum man-hole opening

soit, avant l' adoption du present arrete et l' enlevement immediat d' une enceinte de stockage ou autre construction souterraine, a moins que le proprietaire ou l'occupant de la propriete dont la facade donne sur l' ouverture ne conclue une entente telle que celle prevue precedemment dans le present arrete.

16(5) Il est verse a The City of Saint John, pour le privilege d'amenager une ouverture dans un trottoir et de construire sous le trottoir une enceinte de stockage, une chambre a charbon, un puits de lumiere ou un autre appareil, dans les 30 jours suivant une demande a cet egard, les frais de location annuels suivants.

16(6) Lorsque la facade d'un batiment est remanee ou modifiee, le commissaire aux operations municipales reexamine toute ouverture existante amenee dans le trottoir adjacent au batiment avant de permettre son utilisation.

16(7) Les couvercles d' ouvertures de trottoir doivent toujours etre de la meme hauteur que la surface du trottoir et l' ouvrage complet doit etre maintenu dans un etat que l' ingénieur de la voirie juge acceptable.

16(8) Le commissaire aux operations municipales peut ordonner la fermeture de toutes les ouvertures amenees dans un trottoir ou d'une partie de celles- ci, s'il le juge necessaire en raison de leuretat ou pour tout autre motif.

16(9) Les murs de toutes les enceintes de stockage sont faits d'une forme de maçonnerie que l'ingénieur de la voirie juge satisfaisante; s' ils sont faits de maçonnerie de beton ou de maçonnerie en pierres brutes, leur largeur au faite doit etre d' au moins 8 pouces et leur inclinaison, cote interieur, d' au moins un demi pouce par pied; s' ils sont construits en briques, leur conception doit satisfaire aux exigences de l' ingénieur de la voirie.

16(10) Les plans de toutes les enceintes de stockage, particulieres ou autres, plus grandes que

allowed in this By-law, must be submitted to the commissioner for approval, but the commissioner shall not be bound to grant a licence for the same.

L'ouverture maximale autorisée dans le présent arrêté pour un trou d'homme doivent être soumis au commissaire aux opérations municipales pour son approbation; ce dernier n'est pas tenu d'accorder un permis.

Exemptions for Openings on Sidewalks

17(1) Openings for prism sidewalk lights that are permanent structures to be used for lighting purposes only shall not be subject to charge.

17(2) Openings located at the walls of buildings existing at the time of this By-law coming into force and leading in each case to a sloping way or slide not larger than the opening, used only for fuel ventilation or light, shall not be subject to charge, but shall be subject to all other provisions of this By-law.

17(3) Underground spaces where it is only a sloping way or slide for fuel ventilation or light, moderate in size, not larger than the sidewalk opening, and located at the wall of the building shall not be subject to charge.

Exemptions

17(1) Aucuns frais ne sont exigés dans le cas des ouvertures aménagées afin d'installer à demeure des prismes de trottoir servant uniquement à des fins d'éclairage.

17(2) Les ouvertures aménagées près des murs de bâtiments avant l'entrée en vigueur du présent arrêté et débouchant sur un passage incliné ou une glissière dont la largeur ne dépasse pas celle de l'ouverture et qui sert uniquement à la ventilation de carburant, ou comme puits de lumière, ne font l'objet d'aucuns frais, mais sont soumises à l'application de toutes les autres dispositions du présent arrêté.

17(3) Aucuns frais ne sont exigés pour les espaces souterrains qui constituent uniquement un passage incliné ou une glissière servant à la ventilation de carburant ou comme puits de lumière, de dimensions modérées et pas plus larges que l'ouverture aménagée immédiatement devant le mur du bâtiment.

Standard Conditions and Requirements for Sidewalk Vendor Sites

18(1) No person shall sell or offer for sale anything from a stand on a sidewalk unless:

(a) He has received the permission of Common Council and has also obtained a licence issued under the Peddlers and Hawkers By-law;

(b) Permission of Common Council may be granted based on competitive bid for a limited number of annual licences (May 1st

18(1) Il est interdit de vendre ou d'offrir en vente quelque produit que ce soit à partir d'un kiosque situé sur un trottoir, à moins :

a) d'en avoir obtenu la permission du conseil communal et d'avoir obtenu un permis en application de l'arrêté concernant les colporteurs

b) Le conseil communal peut donner sa permission en fonction d'appels d'offres concurrentiels pour un nombre limité de

to October 31st) for locations on sidewalks and for such other special event or short-term licences which Common Council determines will not compromise the annual licences; and

(c) He has paid the sidewalk vendor site fee as prescribed in Schedule "A".

18(2) A person who sells or offers for sale anything on a sidewalk is subject to the following conditions:

(a) he shall not leave any stand unattended;

(b) he shall not store, park, or leave any stand overnight on the sidewalk;

(c) he shall not sell food or beverages for immediate consumption unless an adequate litter receptacle is available for use by customers;

(d) he shall, if selling or offering for sale food or beverages, have in his possession and produce for inspection, if requested, any licence issued in accordance with the *Public Health Act* and its regulations;

(e) he shall not leave any location without first picking up, removing and disposing of all trash or refuse remaining from sales within a radii distance of 25 feet;

(f) he shall not allow any items relating to his business to be placed anywhere other than in, on or under the stand;

(g) he shall not solicit or conduct business with persons in motor vehicles;

(h) he shall not place a stand on a sidewalk in such a way that it is:

permis annuels accordant des espaces sur les trottoirs, pour d' autres permis d' activites speciales ou pour des permis de courte duree qui, de l' avis du conseil communal, ne compromettent pas les permis annuels.

c)

18(2) Quiconque vend ou offre en vente quelque produit que ce soit sur un trottoir doit respecter les conditions suivantes :

a) il ne laisse JamaIS son kiosque sans surveillance;

b) il ne laisse jamais un kiosque sur le trottoir pour la nuit;

c) il ne vend pas de nourriture ou de boissons pour consommation immediate sans mettre une poubelle adequate a ladisposition des clients;

d) dans le cas de la vente de nourriture ou de boissons, il a en sa possession, et produit sur demande a des fins d' inspection, tout certificat prevu dans la *Loi sur la sante du Nouveau-Brunswick*;

e) il ne quitte pas les lieux sans avoir ramasse, enleve et elimine, dans un rayon de 25 pieds de son kiosque, tous les dechets ou ordures decoulant de ses activites;

f) il ne permet pas qu' un article de son commerce soit depose ailleurs que sur, sous ou dans son kiosque;

g) il ne sollicite pas les automobilistes ni ne fait affaires avec eux;

h) il ne place pas un kiosque sur un trottoir:

- | | |
|--|---|
| <p>(i) within two (2) meters of an entrance way to a building; or</p> <p>(ii) within ten (10) meters of a driveway entrance to a police station or fire station or within five (5) meters of any other driveway; or</p> <p>(iii) within ten (10) meters of any other person selling the same product; or</p> <p>(iv) within five (5) meters of a fire hydrant; or</p> <p>(v) within five (5) meters of an intersection; or</p> <p>(vi) within two (2) meters of a crosswalk which is not located at an intersection.</p> | <p>i) a moins de 2 metres de l' entree d' un batiment,</p> <p>ii) a moins de 10 metres de l' entree d' une voie d' acces pour autos d' un poste de police ou d' un poste d' incendie ou a moins de 5 metres de toute autre voie d' acces pour autos,</p> <p>iii) a moins de dix metres d' un autre marchand vendant le meme produit,</p> <p>iv) a moins de 5 metres d' une borne d' incendie,</p> <p>v) a moins de 5 metres d' une intersection,</p> <p>vi) a moins de 2 metres d' un passage pour pietons qui n' est pas situe a une intersection;</p> |
| <p>(i) he shall not sell or offer for sale anything on a sidewalk between the hours of 3 a.m. and 7 a.m.;</p> | <p>i) il ne vend pas ou n' offre pas en vente quelque produit que ce soit sur un trottoir entre 3 heures et 7 heures;</p> |
| <p>(j) he shall not impede or interfere with pedestrians walking along the sidewalk;</p> | <p>j) il ne gene pas les personnes qui marchent sur le trottoir;</p> |
| <p>(k) he shall not call out or make any noise for the purpose of attracting or retaining customers;</p> | <p>k) il n' interpelle pas les clients ni ne fait du bruit afin de les attirer et de les retenir;</p> |
| <p>(l) the name and the business address and the telephone number of the owner of the stand shall be displayed upon the stand in such a manner that it can be easily observed and read;</p> | <p>l) il affiche bien en vue sur le kiosque et de fa90n a ce qu' ils soient facilement lisibles le nom du proprietaire du kiosque, son adresse et son numero de telephone;</p> |
| <p>(m) a stand shall not be more than 6 feet in length and 4 feet in width;</p> | <p>m) son kiosque ne depasse pas 6 pieds de longueur et 4 pieds de largeur;</p> |
| <p>(n) he shall have at his stand, and display upon request by anyone, a copy of this By-law and the Peddlers and Hawkers By-law;</p> | <p>n) il conserve dans son kiosque une copie du present arrete et de l' arrete concernant les colporteurs, qu' il presente a quiconque en fait la demande;</p> |

(o) the owner of the stand shall have displayed on it a copy of his licence;

(p) a person who is operating a stand but is not its owner, shall wear his badge in such a manner that it can be easily observed and read.

18(3) Notwithstanding subsection 18(1), no person shall sell or offer for sale anything on the sidewalk located at Station Street.

18(4) A stand which has been left unattended for more than fifteen (15) minutes on a sidewalk may, without notice having been given to the operator or the owner, be removed by or at the direction of a member of the Saint John Police Force who shall cause it to be stored at such place as Common Council may direct. The owner may, within thirty (30) days, recover his stand by paying to the City the costs which were incurred in removing the stand. If the stand has not been reclaimed by the owner within thirty (30) days, then it shall be disposed of in the same manner as the City disposes of its surplus property.

18(5) A "stand" means any table, showcase, bench, rack, pushcart, wagon or any other wheeled vehicle or a device which may be moved without the assistance of a motor and which is not required to be licensed and registered pursuant to the *Motor Vehicle Act*, used for the displaying, storing, transportation or sale of anything.

Solicitation on Sidewalks

19(1) No person shall solicit on a sidewalk in a manner that causes an obstruction.

19(2) For the purposes of subsection 19(1), the following definitions apply:

“cause an obstruction” means:

(a) to stand or sit or lie on a sidewalk in the course of solicitation in a manner which

o) le propriétaire du kiosque affiche sur le kiosque une copie du permis;

p) dans le cas d'une personne qui exploite un kiosque mais qui n'en est pas le propriétaire, il porte son insigne bien en vue et de façon à ce qu'il soit facilement lisible.

18(3) Nonobstant le paragraphe 18(1), il est interdit de vendre ou d'offrir en vente quelque produit que ce soit sur un trottoir de la rue Station.

18(4) Un kiosque laissé sans surveillance pendant plus de 15 minutes sur un trottoir peut, sans préavis donné à son exploitant ou à son propriétaire, être enlevé par un membre du service de police de Saint John ou sur l'ordre de ce dernier pour être entreposé à l'endroit prescrit par le conseil communal. Le propriétaire peut, dans les 30 jours, récupérer son kiosque en versant à The City of Saint John les dépenses engagées pour l'enlèvement du kiosque. Si le kiosque n'est pas réclamé par son propriétaire dans les 30 jours, il est éliminé de la même façon que la municipalité élimine ses biens excédentaires.

18(5) Le mot « kiosque » s'entend d'une table, d'un îlot de vente, d'un banc, d'un support, d'un chariot ou de tout véhicule à roues ou dispositif qui peut être déplacé sans le recours à un moteur, pour lequel aucun permis ni enregistrement n'est exigé en vertu de la *Loi sur les véhicules à moteur*, et servant à l'affichage, à l'entreposage, au transport ou à la vente d'un produit quelconque.

19(1) Il est interdit de solliciter sur un trottoir de façon à obstruer la voie publique.

19(2) Les définitions suivantes s'appliquent aux fins du paragraphe 19(1),

« obstruer la voie publique » signifie :

a) se tenir debout, s'asseoir ou se coucher sur un trottoir lors de la sollicitation de

obstructs or impedes the convenient passage of pedestrians, or

(b) to continue to solicit from or otherwise harass a pedestrian who has made a negative initial response to the solicitation or has otherwise indicated a refusal, or

(c) to physically approach and solicit from a pedestrian as a member of a group of three or more persons, or

(d) to solicit on a street within 20 meters of

- (i) a school;
- (ii) a church;
- (iii) a public transit stop;
- (iv) a retail outlet;
- (v) a liquor store;
- (vi) the City Market;
- (vii) an entrance to a bank, credit union or trust company, or
- (viii) an automated teller machine.

“solicit” means to, without consideration, ask for money, donations, goods or other things of value whether by spoken, written or printed word or bodily gesture, for one's self or for any person, and solicitation has a corresponding meaning, but does not include soliciting for a registered charity.

“trust company” means an office or a branch office of a trust company to which the Trust and Loans Company Act of Canada applies and in which deposit accounts are held.

Offences

20(1) Subject to subsection 20(2), a person who violates a provision of this By-law is guilty of an offence and is liable upon summary conviction to

fa90n a obstruer ou a gener le passage des pietons, ou

b) continuer de solliciter ou de harceler un piéton qui a initialement refuse, verbalement ou autrement, de donner de l'argent apres avoir ete sollicite, ou

c) approcher un piéton physiquement en tant que membre d' un groupe de trois personnes ou plus, ou

d) solliciter dans une rue a l' interieur d' une distance de 20 metres

- i) d' une ecole,
- ii) d' une eglise,
- iii) d' un arret d' autobus,
- iv) d' un magasin de detail,
- v) d' une regie d' alcool,
- vi) du City Market,
- vii) de l'entree d' une banque, d' une cooperative d' epargne ou d' une societe de fiducie, ou
- viii) d' un guichet automatique bancaire.

« solliciter » Queter, sans contrepartie, de l' argent, des dons, des biens ou autres objets de valeur verbalement, par ecrit ou par des gestes pour soimeme ou pour une autre personne et sollicitation a une signification correspondante, mais n' inclut pas le fait de solliciter pour un organisme de bienfaisance enregistre.

« societe fiduciaire » Un bureau ou une succursale d' une societe fiduciaire a laquelle s' applique la Loi sur les societes de fiducie et de pret du Canada et dans laquelle on tient des comptes sur livret.

Infractions

20(1) Sous réserve du paragraphe 20(2), toute personne qui contrevient à une des dispositions du

a fine of not less than three hundred dollars (\$300.00) and not more than two thousand one hundred dollars (\$2,100).

20(2) A person who violates subsection 19(1) of this By-law is guilty of an offence and liable upon summary conviction to a fine of not less than fifty dollars (\$50.00) and not more than one thousand dollars (\$1,000.00).

20(3) If an offence committed under this By-law continues for more than one (1) day:

(a) the minimum fine that may be imposed is the minimum fine established in this By-law multiplied by the number of days during which the offence continues; and,

(b) the maximum fine that may be imposed is the maximum fine established in this By-law multiplied by the number of days during which the offence continues.

Administrative Penalties

21(1) The City may require an administrative penalty to be paid with respect to a violation of a provision of this By-law as set out in subsection 21(2).

21(2) A person who violates any provision of this By-law, other than subsection 20(1), may pay to the City within 45 calendar days from the date of such violation an administrative penalty of one hundred and fifty dollars (\$150.00), and upon such payment, the person who committed the violation is not liable to be prosecuted therefor.

Repeal

22(1) A by-law of The City of Saint John enacted on the 18th day of May, 2005, entitled “A *Law Respecting the Use of Sidewalks Within The City of*

présent arrêté est coupable d’une infraction et est passible sur condamnation sommaire d’une pénalité minimale de _____ dollars (___ \$) et ne dépassant pas _____ dollars (___ \$).

20(2) Toute personne qui contrevient paragraphe 19(1) du présent arrêté est coupable d’une infraction et est passible sur condamnation sommaire d’une pénalité d’un montant minimal de _____ dollars (___ \$) et d’un montant maximal de _____ dollars (___\$).

20(3) Si une infraction se poursuit pendant plus d’une journée :

a) l’amende minimale qui peut être infligée correspond à l’amende minimale qui est fixée en vertu de l’alinéa a) pour cette infraction, multipliée par le nombre de jours pendant lesquels elle se poursuit, et

b) l’amende maximale qui peut être infligée correspond à l’amende maximale qui est fixée en vertu de l’alinéa b) pour cette infraction, multipliée par le nombre de jours pendant lesquels elle se poursuit.

Pénalités administratives

21(1) La municipalité peut exiger qu’une pénalité administrative soit payée relativement à une infraction à une disposition de cet arrêté, comme prévu au paragraphe 21(2).

21(2) Toute personne qui contrevient à une disposition du présent arrêté peut payer à la municipalité dans un délai de 45 jours civils à compter de la date de ladite infraction, une pénalité administrative de _____ dollars (___ \$), et une fois l’amende payée, la personne n’est plus susceptible de poursuites judiciaires.

22(1) L’arrêté de The City of Saint John pris le 18 mai 2005 et intitulé *Arrêté concernant l’usage des trottoirs dans The City of Saint John*, Arrêté

Saint John”, By-law Number M-21, and all N° M-21, ensemble ses modifications, est abrogé.
amendments thereto is repealed.

IN WITNESS WHEREOF The City of Saint John has caused the Corporate Common Seal of The City of Saint John to be affixed to this By-law the _____ day of _____, A.D. 2021 signed by:

EN FOI DE QUOI The City of Saint John a fait apposer son sceau communal sur le présent arrêté le _____ 2021, avec les signatures suivantes :

Mayor/Maire

City Clerk/Greffier de la municipalité

First Reading - April 19, 2021
Second Reading - April 19, 2021
Third Reading -

Première lecture - le 19 avril 2021
Deuxième lecture - le 19 avril 2021
Troisième lecture -

Schedule “A”
Fees

The following non-refundable fees shall be required in the administration of this By-law:

Type of Application or Service	Required Application Fee
(a) Sidewalk Café Permit – Level 1	\$100.00 plus \$2.00 per square foot of total area
(b) Sidewalk Café Permit – Level 2	\$100.00 plus \$4.00 per square foot of total area
(c) Sidewalk Café – Security Deposit – Level 1	\$100.00
(d) Sidewalk Café – Security Deposit – Level 2	\$200.00
(e) Street Occupancy Permit (4 weeks)	\$150.00
(f) Street Occupancy Permit – Extension per week	\$20.00
(g) Sidewalk Vendor Site Fee	\$340.00

Annual rental fees for sidewalk openings:

- For openings which are eighteen (18) inches square or less an annual rental or charge of two dollars;
- For manholes or other sidewalk openings larger than eighteen (18) inches square an additional annual rental or charge of fifty cents per square foot;
- For any vault or area occupied beneath the sidewalk or street level an annual rental or charge of fifteen cents per square foot average horizontal measurement over and above the charge for any sidewalk openings which may exist for any vault or area occupied beneath the sidewalk or street level, existing at the time of the passing of this By-law;
- an annual rental or charge of ten cents per square foot average horizontal measurement over and above the charge for any sidewalk opening which may exist.

Annexe A

Droits exigibles

- des frais de location de 2 \$ pour une ouverture de 18 pouces carres ou moins;
- des frais de location supplémentaires de 0,50 \$ du pied carre pour un trou d'homme ou une autre ouverture dont la surface dépasse 18 pouces carres;
- des frais de location de 0,15 \$ du pied carre, mesure horizontale moyenne, pour une enceinte de stockage ou un autre espace occupe sous le trottoir ou le niveau de la rue, en plus des droits exigés pour l'enceinte de stockage ou l'espace occupe existant a la date de l'adoption du présent arrêté;
- des frais de location annuels de 0,10 \$ le pied carre, mesure moyenne horizontale, en plus des droits exigés pour toute ouverture dans le trottoir qui pourrait exister.

**BY-LAW NUMBER C.P. 111-111
A LAW TO AMEND THE ZONING BY-
LAW
OF THE CITY OF SAINT JOHN**

Be it enacted by The City of Saint John in
Common Council convened, as follows:

The Zoning By-law of The City
of Saint John enacted on the fifteenth day of
December, A.D. 2014, is amended by:

1. Amending Schedule "A", the Zoning Map of The City of Saint John, by rezoning a parcel of land having an area of approximately 7881 square metres, located at 300 Sydney Street, also identified as being PID No. 00000034, from Major Community Facility (CFM) to High-Rise Residential (RH) as illustrated below; and
 2. Amending Schedule "G", the Zoning By-law of The City of Saint John, by increasing the maximum building height of PID No. 00000034 from 14 metres to approximately 39.3 metres pursuant to a resolution adopted by Common Council under Section 59 of the Community Planning Act.
- all as shown on the plan attached hereto and forming part of this by-law.

**ARRÊTÉ NO C.P. 111-111 ARRÊTÉ
MODIFIANT L'ARRÊTÉ DE ZONAGE
DE THE CITY OF SAINT JOHN**

Lors d'une réunion du conseil
communal, The City of Saint John a décrété
ce qui suit :

L'arrêté sur le zonage de The
City of Saint John, décrété le quinze (15)
décembre 2014, est modifié par :

1. La modification de l'annexe «A», Plan de zonage de la ville de Saint John, permettant de modifier la désignation pour une parcelle de terrain d'une superficie d'environ 7881 mètres carrés, située au 300, rue Sydney, et portant le NID 00000034 de zone de grandes installations communautaires (CFM) à zone résidentielle d'immeubles d'habitation de grande hauteur (RH), comme il est indiqué ci-dessous; et
 2. Modifier l'annexe «G», Plan de zonage de la ville de Saint John, en augmentant la hauteur maximale du bâtiment du NID 00000034 de 14 mètres à environ 39,3 mètres conformément à une résolution adoptée par le conseil municipal en vertu de l'article 59 de la Loi sur l'urbanisme.
- toutes les modifications sont indiquées sur le plan ci-joint et font partie du présent arrêté.

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 X day of XXX, A.D. 2021 and signed by:

EN FOI DE QUOI, The City of Saint John a fait apposer son sceau communal sur le présent arrêté le X XXX 2021, avec les signatures suivantes :

Mayor/Maire

City Clerk/Greffier communal

First Reading - April 19, 2021
Second Reading - April 19, 2021
Third Reading

Première lecture - le 19 avril 2021
Deuxième lecture - le 19 avril 2021
Troisième lecture -

GROWTH AND COMMUNITY PLANNING SERVICES
 SERVICE DE LA CROISSANCE ET DE L'URBANISME COMMUNAUTAIRE
REZONING / REZONAGE

Amending Schedule "A" of the Zoning By-Law of The City of Saint John
 Modifiant Annexe «A» de l'Arrêté de zonage de The City of Saint John



FROM / DE

Major Community Facility

Zone de grandes installations communautaires

CFM



RH

TO / À

High Rise Residential

Zone résidentielle d'immeubles d'habitation de grande hauteur



Pursuant to a Resolution under Section 59 of the Community Planning Act
 Conformément à une résolution adoptée par le conseil municipal en vertu de l'article 59 de la Loi sur l'urbanisme

Applicant: Parsi Development NB Limited
Location: 300 Sydney Street
PID(s)/NIP(s): 00000034

Considered by P.A.C./considéré par le C.C.U.: April 13 avril, 2021

Enacted by Council / Approuvé par le Conseil:

Filed in Registry Office/Enregistré le:

By-Law # / Arrêté #:

Drawn By/Crée Par: Mark Reade | **Date Drawn/Carte Créée:** April 26, avril 2021

Section 59 Conditions – 300 Sydney Street

That Common Council, pursuant to the provisions of Section 59 of the Community Planning Act, impose the following conditions on the parcel of land having an area of approximately 7881 square metres, located at 300 Sydney Street, also identified as PID Number 00000034:

(a) The development and use of the parcel of land be in accordance with detailed building elevation and site plans, prepared by the proponent and subject to the approval of the Development Officer, illustrating the design and location of buildings and structures, garbage enclosures, outdoor storage, driveway accesses, vehicle, and bicycle parking, loading areas, landscaping, amenity spaces, signs, exterior lighting, and other such site features.

(b) Trees and shrubs be planted in the front, flankage, and rear yards, as well as the side yard where possible, to the same standard required by the Zoning By-law for developments in Commercial and Community Facility zones, as per the landscaping plans, and that such trees and shrubs be planted within one year from the issuance date of the development permit;

(c) All infrastructure improvements to support the development will be completed at the developer's sole responsibility and expense including:

- i. Extension of the watermain to the development site and possible upsizing of the watermain, should it be required, to provide adequate flows for the proposed development.
- ii. Extension of the sanitary sewer main to serve the development site, with the provision of a private sewage lift station and force main, should it be required.
- iii. Provision of recommended transportation network improvements, detailed in the Traffic Impact Statement dated February 17, 2021 prepared by Englobe Limited for the proposed development at 300 Sydney Street.
- iv. Provision of a concrete sidewalk and concrete curb and gutter along the Sydney Street frontage of the site.

(d) That the development be constructed above existing grade given the significant tidal influences in this area and not include a basement level below the current elevation of Sydney Street.

(e) That the site and building plans, including floor plans, and building elevations, be in substantial conformity with the revised design prepared for the project as shown on plans dated April 12, 2021 prepared by Spitfire Design on behalf of Parsi Development for the multiple unit residential development at 300 Sydney Street and include the following elements:

- i. incorporation of a two-story façade along the Sydney Street and outside corner elevations with ground floor commercial and residential uses in the second storey.
- ii. Building façade materials to be in accordance with the materials shown on the drawings including a masonry façade on the lower two storey portion that has commercial space on the ground floor and residential uses on the second floor.
- iii. improved use of material treatments and colours on the sides of the building which do not face the water to break up the massing of the building;

(f) That notwithstanding subsection 10.2(1) of the Zoning By-law, the following commercial uses be permitted in the ground floor area along Sydney Street and within the southwestern portion of the building:

- i. Artist or Craftsperson Studio
- ii. Business Office
- iii. Live-Work Unit

(g) That notwithstanding paragraph 10.2(2)(b) of the Zoning By-law, uses located within the two-storey area along Sydney Street within the southwestern portion of the building have their main access from outside the building at ground level:

(h) That the development shall be completed within 5 years of the date the rezoning came into effect. If it is not completed within that time, Council may take steps to cancel the resolution and agreement and repeal the rezoning pursuant to Section 59(5) and 59(6) of the New Brunswick Community Planning Act.

COMMON COUNCIL REPORT

M&C No.	2021-141
Report Date	April 28, 2021
Meeting Date	May 03, 2021
Service Area	Legislative Services

His Worship Mayor Don Darling and Members of Common Council

SUBJECT: By-Law Respecting Powers of the Outgoing Council of the City of Saint John

AUTHORIZATION

Primary Author	Commissioner/Dept. Head	City Manager
<i>Melanie Tompkins</i>	<i>Melanie Tompkins</i>	<i>John Collin</i>

RECOMMENDATION

That Common Council give 1st and 2nd Readings to A By-law Respecting Powers of the Outgoing Council of The City of Saint John, By-law Number LG-16, in the form attached to M&C 2021-141.

EXECUTIVE SUMMARY

The *Local Governance Act* (the “LGA”) restricts the powers of an outgoing council during the period commencing on the day of a general election and ending on the day of the first meeting of an incoming council (the “Bridging Period”). However, the LGA also provides at subsection 56(3) that an outgoing council may continue to exercise the restricted powers during the Bridging Period if it is authorized by by-law made before the day of the general election.

Pursuant to s. 56(3) of the LGA, staff prepared a By-Law that purports to authorize the outgoing council to enter into the agreements and expend funds on the matters specifically identified in the by-law.

PREVIOUS RESOLUTION

N/A

REPORT

The *Local Governance Act* (the “LGA”) restricts the powers of an outgoing council during the period commencing on the day of a general election and ending on the day of the first meeting of an incoming council (the “Bridging Period”). However, the LGA also provides at subsection 56(3) that an outgoing council may exercise the restricted powers during the Bridging Period if it is authorized by by-law made before the day of the general election.

The Bridging Period for outgoing councils is normally approximately 2 weeks. In 2021, because of the lockdown in the Madawaska region due to the pandemic, that period is going to be approximately 4 weeks, provided there are no other lockdowns between now and the election date.

Pursuant to s. 56(3) of the LGA, and to ensure that the local government continues to operate efficiently during the extended Bridging Period, staff prepared a By-Law that authorizes the outgoing council to enter into the agreements and expend funds on the matters specifically identified in the by-law.

STRATEGIC ALIGNMENT

N/A

SERVICE AND FINANCIAL OUTCOMES

The proposed by-law will allow the City to make decisions on the matters listed therein during the Bridging Period.

INPUT FROM OTHER SERVICE AREAS AND STAKEHOLDERS

All City departments were engaged in the preparation of this by-law and the General Counsel's Office drafted the by-law.

ATTACHMENTS

Draft By-law Respecting Powers of the Outgoing Council of The City of Saint John, By-law Number LG-16

BY-LAW NUMBER LG – 16

A BY-LAW RESPECTING POWERS OF OUTGOING COUNCIL OF THE CITY OF SAINT JOHN

WHEREAS, paragraph 56(3)(b) of the *Local Governance Act* provides that despite subsections 56(1) and 56(2), an outgoing council may do those things referred to in subsection 56(1) if it is authorized by a by-law made before the day of the general election.

NOW THEREFORE, the Common Council of The City of Saint John enacts as follows:

1. During the period commencing on the day of the general municipal election in the year 2021 and ending on the day of the first meeting of the incoming council, the City of Saint John outgoing council is authorized to do the following:

(a) Become a party to an agreement, contract, instrument or other document in respect of the matters described below:

- Tender No. 2021-085302T: Refrigeration System Upgrades- Various Arenas.
- Tender No. 2021-082703T: City Market Lower Roof Replacement.
- Non-Disclosure Agreements to share information on the District Energy System.
- Contract No. 2021-07: Broadview Avenue (Charlotte Street to Carmarthen Street) Water, Sanitary and Storm Sewer Renewal and Street Reconstruction.

ARRÊTÉ NUMÉRO LG - 16

ARRÊTÉ CONCERNANT LES ACTIVITÉS DU CONSEIL SORTANT DE THE CITY OF SAINT JOHN

ATTENDU QUE, l'alinéa 56(3)b de la *Loi sur la gouvernance locale* prévoit que par dérogation aux paragraphes 56(1) et 56(2), le conseil sortant peut exercer les pouvoirs énumérés au paragraphe 56(1) si un arrêté pris avant la date de l'élection générale l'y autorise.

À CES CAUSES, le conseil communal de The City of Saint John édicte :

1. Pendant la période comprise entre la date des élections municipales générales de 2021 et celle de la première réunion du conseil entrant inclusivement, le conseil sortant de The City of Saint John est autorisé à agir comme suit :

(a) Être partie à une entente, à un accord, à un contrat, à un instrument ou à tout autre document relativement aux questions décrites ci-après :

- Soumission N° 2021-085302T : Modernisation du système de réfrigération – divers arénas.
- Soumission No. 2021-082703T : Remplacement du toit inférieur – marché municipal.
- Ententes de non-divulgence relatives au partage d'information à propos du système énergétique collectif.
- Contrat N° 2021-07 : Renouvellement des conduites d'eau et des égouts sanitaires et pluviaux et réfection de l'avenue Broadview (de la rue Charlotte à la rue Carmarthen).

- National Disaster Mitigation Program (NDMP) Funding Agreement.
- Agreement for Highway Usage Permit - One Mile Lift Station located at PID 00417899.
- Contract No. 2021-11: St. James Street (Prince William Street to Germain Street) – Water, Sanitary and Storm Sewer Renewal and Street Reconstruction.
- Community Development Funding Agreements with the Regional Development Corporation of the Province of New Brunswick for various facilities as identified in the corresponding applications for funding submitted by the City.
- Amendment to Investing in Canada Infrastructure Program: COVID-19 Resilience stream Fund Agreements relating to Fundy Quay, Harbour Passage and Loyalist Plaza.
- Investing in Canada Infrastructure Program: COVID-19 Resilience stream Fund Agreement with Infrastructure Canada and the Regional Development Corporation of the Province of New Brunswick for Saint John Water projects identified in the corresponding applications for funding submitted by the City.
- Contract No. 2021-02: Princess Street (Germain Street to Water Street) Storm Sewer Separation.
- Contract No. 2021-09: Caledonia Pathway Sewer Twinning.
- Accord de financement dans le cadre du Programme national d'atténuation des catastrophes (PNAC).
- Entente pour un permis d'usage routier pour le poste de relèvement One Mile situé au NID 00417899.
- Contrat N° 2021-11 : Renouvellement des conduites d'eau et des égouts sanitaires et pluviaux et réfection de la rue St. James (de la rue Prince William à la rue Germain).
- Ententes de financement relatives au développement communautaire avec la Société de développement régional de la Province du Nouveau-Brunswick pour diverses installations comme identifié dans les demandes de financement correspondantes présentées par la municipalité.
- Modification aux ententes de financement relatives au Programme d'infrastructure Investir dans le Canada : volet Résilience à la COVID-19 visant Fundy Quay, le passage du port et la place Loyaliste.
- Entente de financement relative au Programme d'infrastructure Investir dans le Canada : volet Résilience à la COVID-19 avec Infrastructure Canada et la Société de développement régional de la Province du Nouveau-Brunswick pour les projets de Saint John Water identifiés dans les demandes de financement correspondantes présentées par la municipalité.
- Contrat N° 2021-02 : Séparation de l'égout pluvial de la rue Princess (de la rue Germain à la rue Water).
- Contrat N° 2021-09 : Jumelage de l'égout du sentier Caledonia.

- Request for Proposals No. 2021-091005P: Forestry Expertise Advisory Services.
- Ratification of Collective Agreement for Local 771.
- Letters of Intent and/or Non-Disclosure Agreement for the property known as former Cherry Brook Zoo site.
- License Agreement with the Board of Trustees of the Lord Beaverbrook Rink in Saint John, Inc. for the use of the Peter Murray Arena.
- Agreement for Closed Circuit Television (“CCTV”) including equipment and licensing at various City locations.
- License, Supply and Maintenance Agreement with ACCEO Solutions Inc. dba Gtechna for Cloud Hosting solution.
- Statement of Work with Esri Canada Limited for restoration of application - Geographical Information System (“ArcGIS Enterprise”).
- Amendment to Master Services Agreement with Bell Aliant for restoration of application – Fax to Email.
- Non-Disclosure Agreements with Flowpoint Environmental Systems, SolidCAD and AniSoft Group Inc. for network and application restoration.
- Amendment to Enterprise Agreement with Microsoft for licensing through affiliate Softchoice.
- Demande de propositions N° 2021-091005P : Services consultatifs en matière d’expertise forestière.
- Ratification de la convention collective de la section locale 771.
- Lettres d’intention ou entente de non-divulgence pour la propriété connue comme l’ancien site du zoo de Cherry Brook.
- Accord de licence avec le conseil d’administration de la Lord Beaverbrook Rink in Saint John, inc. pour l’utilisation de l’aréna Peter Murray.
- Entente pour un système de télévision en circuit fermé (TVCF) y compris l’équipement et les octrois de permis dans divers lieux appartenant à la municipalité.
- Entente de licence, d’approvisionnement et de maintenance avec ACCEO Solutions inc. faisant affaire sous le nom Gtechna pour une solution d’hébergement dans le nuage.
- Énoncé des travaux avec Esri Canada limitée pour la remise en état de l’application utilisée pour le système d’information géographique (“ArcGIS Enterprise”).
- Modification au contrat-cadre de service avec Bell Aliant pour la remise en état de l’application Fax-to-Email.
- Ententes de non-divulgence avec Flowpoint Environmental Systems, SolidCAD et AniSoft Group inc. pour la remise en état de réseaux et d’applications.
- Modification du contrat d’entreprise avec Microsoft pour l’obtention d’un permis avec son partenaire Softchoice.

- Amendment to Master Services Agreement with Bell Aliant for long-distance services and rates.
- Renewal of Maintenance Agreement with TrustedSite for network scanning for PCI compliance.
- Agreement with Twilio Inc. for text and voice mail notifications for Emergency Measures Organization (“EMO”).
- Modification au contrat-cadre de service avec Bell Aliant pour les services interurbains et leurs taux associés.
- Renouvellement d’une entente avec TrustedSite pour la maintenance de la numérisation en réseau pour se conformer aux normes PCI.
- Entente avec Twilio inc. pour les notifications par message texte et par messagerie vocale pour l’Organisation des mesures d’urgence (OMU)

- (b)** Make payments of funds as it relates to the matters described below:
- Make advance payments for approved budgets of City controlled Agencies, Boards and Commissions.
 - Establish, fund and draw upon Operating and Capital Reserves.
- (b)** Effectuer des paiements concernant les affaires décrites plus bas :
- Verser des paiements par anticipation pour les budgets approuvés des agences, conseils et commissions de la municipalité.
 - Créer, financer les réserves de fonctionnement et de capital et y puiser.

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., 2021 signed by:

EN FOI DE QUOI, The City of Saint John a fait apposer son sceau municipal sur le présent arrêté le _____ 2021, avec les signatures suivantes :

Mayor / maire

City Clerk / greffier de la municipalité

First Reading	-	Première lecture	-
Second Reading	-	Deuxième lecture	-
Third Reading	-	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.

“**City Manager**” means the person appointed to the position of chief administrative officer by Council under the provisions of the *Local Governance Act*, S.N.B. 2017, c.18. (*directeur général*);

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 doit 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 donne 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.

« **Directeur général** » s’entend de la personne nommée à ce poste par le conseil sous le régime de la *Loi sur la gouvernance locale*, L.N.-B. 2017, ch. 18 (*City Manager*);

“**Clerk**” means the City Clerk or the Deputy Clerk of the City of Saint John (*greffier/greffière*);

« **Greffier/greffière** » désigne le greffier/la greffière ou le greffier/la greffière adjoint de The City of Saint John (*Clerk*);

“**Committee**” means a committee provided for or created by Common Council (*comité*);

« **Comité** » désigne un comité sous la direction du conseil communal ou créé par ce dernier. (*Committee*);

“**Committee of the Whole**” means a committee of Council composed of all of the members sitting in committee as Committee of the Whole (*comité plénier*);

« **Comité Plénier** » désigne un comité du conseil communal sur lequel siègent tous les membres du conseil. (*Committee of the Whole*);

“**Corporation**” means The Corporation of the City of Saint John (*corporation*);

« **Corporation** » désigne The Corporation of The City of Saint John (*corporation*);

“**Council**” means the Mayor and Councillors of the City of Saint John (*Conseil*);

« **Conseil** » désigne le maire et les conseillers de The City of Saint John (*Council*);

“**Councillor**” means a member of Council other than the Mayor (*Conseiller*);

« **Conseiller** » désigne un membre du conseil autre que le maire (*Councillor*);

“**Deputy Mayor**” 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 (*Maire suppléant*);

« **Maire Suppléant** » désigne le membre du conseil élu afin d'agir au nom du maire en cas d'absence ou d'incapacité du maire (*Deputy Mayor*);

“**Hearing**” means a meeting of Council or that portion of a meeting of Council which has been given authority to conduct a hearing in 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*);

« **Audience** » désigne une séance du conseil ou telle partie d'une séance du conseil, autorisée à prévoir une audience en vertu 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 (*Hearing*);

“**Holiday**” means any holiday as defined in the *Interpretation Act* (*Jour férié*);

« **Jour Férié** » désigne tout jour férié tel qu'il est défini par la *Loi d'interprétation* (*Holiday*);

“**Mayor**” means the member of Council holding the office of Mayor (*Maire*);

« **Maire** » désigne le membre du conseil qui est titulaire du poste de maire (*Mayor*);

“**Meeting**” means any regular, special, or other meeting of the Council (*Séance*);

“**Member**” means any person elected to the Council and includes the Mayor (*membre*);

“**Point of information**” means a request directed to the Presiding Officer or to another member or to staff of the Corporation, for information relevant to the business at hand, but not related to a point of procedure (*question de renseignement*);

“**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;

- a. any breaches of the Procedural By-law; or
- b. any defect in the constitution of any meeting of the Council; or
- c. the use of improper, offensive or abusive language; or
- 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.

(*Rappel au règlement*);

“**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*);

« **Séance** » désigne toute séance ordinaire, extraordinaire ou autre tenue par le conseil (*Meeting*);

« **Membre** » désigne toute personne élue pour siéger au conseil, y compris le maire (*Member*);

« **Question de renseignement** » désigne une demande adressée au président/présidente du conseil, à un autre membre ou à un employé de la Corporation, relative à des renseignements visant la question sous étude, non liée à une question de procédure (*Point of Information*);

« **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. toute violation de l'Arrêté sur les procédures;
- 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;
- e. toute autre absence de formalité ou toute irrégularité relative aux délibérations du conseil.

(*Point of Order*);

« **Point de Procédure** » désigne une question adressée au président/présidente 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 his/her 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/Présidente du conseil);

“**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 him or the Council, or when he believes his/her 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 shall constitute 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 during a meeting with participation in person; or
- b. a vote taken by roll call during regular meeting, a special or emergency meeting, or a Committee of the Whole meeting closed to the public, with electronic participation by telephone conference call. A vote is taken by roll call when each Member votes “yea” or “nay” as his or her 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 and regulations provided in this By-law (*Règles de procédures*);

« **Président/Présidente du conseil** » désigne le maire ou, en son absence, le maire suppléant ou, en l'absence du maire et du maire suppléant, le membre nommé aux termes de la section 12.3, pour agir en leur absence, au chapitre de la présidence des réunions du conseil.
(*Presiding Officer*);

« **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, en personne, lors d'une réunion; ou
- 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 par conférence téléphonique. Un vote par appel nominal a lieu lorsque chaque membre vote par oui par non lorsque le président du conseil appelle son nom pour que le nom des membres qui votent soit pour l'un ou pour l'autre soit enregistré

(*Recorded Vote*);

« **Règles de Procédures** » désigne les règlements prévus au présent arrêté municipal (*Rules of Procedure*);

“**Sergeant-at-Arms**” means that any member of the City Police shall be a Sergeant-At-Arms on call of the Presiding Officer (*Sergent d’armes*);

“**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*);

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

« **Sergent d’Armes** » signifie que tout membre du corps de police peut agir en tant que sergent d’armes sur demande du président/ présidente du conseil (*Sergeant-at-Arms*);

« **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/à la greffière par un membre, soit par lettre, par fax ou par message électronique provenant d’une adresse de courriel de The City (*Written Consent*);

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.

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.

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 provinciaux.

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.

General Provisions

4.1 Rules - regulations - observed- by Council

The rules and regulations contained in this By-law shall be observed in all proceedings of the Council and shall be the rules and regulations for the order and dispatch of business in Council, committees and Committee of the Whole.

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 Robert's Rules of Order (10th Edition).

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

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 Référence - Robert's Rules of Order

Lorsque aucune disposition du présent arrêté ne prévoit une affaire soulevée relativement aux délibérations du conseil ou une question sous étude par un comité ou le Comité plénier, le *Robert's Rules of Order* (10 édition) doit être consulté afin d'établir la procédure adéquate.

4.3 Conflit - Robert's Rules of Order

Dans le cas d'un conflit entre les dispositions du présent arrêté et les dispositions des pouvoirs stipulés en vertu de la section 4.2, les dispositions prévues par le 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

provisions and the provisions of this By-law, the statutory provisions shall apply.

4.5 Rules - suspension - alteration - 2/3 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 - majority of members

A quorum of Council shall consist of a majority of the members of the Council.

4.7 Quorum - not present – adjournment - exception

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.

4.8 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.

4.9 Resolutions - by-laws - passed - enacted - majority vote

Except as otherwise provided, resolutions and by-laws are passed and enacted by majority vote.

4.10 Motion to rescind

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 - majorité des membres

«Quorum» désigne la majorité du nombre total de membres du conseil communal.

4.7 Quorum - absences, ajournement: exceptions

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.

4.8 Décision du conseil, par voie de résolution, arrêté municipal

La Corporation prend les décisions et s'exprime au moyen de l'adoption de résolutions et de la promulgation des arrêtés municipaux. Aucun acte entrepris ni décision prise par le conseil n'est valide à moins que l'acte ou la décision ne soit autorise ou adopté en vertu d'un arrêté municipal ou d'une résolution au cours d'une réunion ordinaire ou extraordinaire du conseil.

4.9 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.

4.10 Proposition de révocation

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*.

4.10.1 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; and
- b. has been included in the Council agenda kit; and
- c. has been provided to Members in advance of the Council meeting.

4.10.2 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 4.10.1, has not been provided in advance of the meeting.

4.11 Reconsideration - any decision

A motion to reconsider any action taken by the Common 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 side, 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

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;
- b. que l'arrêté, la politique, la résolution ou la décision ait été effectué conformément aux exigences de la *Loi sur la gouvernance locale*.

4.10.1 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;
- c. ait été remis aux membres avant la réunion du conseil.

4.10.2 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 4.10.1 n'a pas été remis avant la réunion.

4.11 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

member of the Common Council from making or remaking the same or any other motion at a subsequent meeting of the Common Council.

4.12 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.

4.13 Meeting - extension- not beyond 11:00 p.m.

Notwithstanding Section 4.12, 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.

4.14 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.

4.15 Orders - authority- reserved - with Council

No order or authority for the Corporation 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.

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.

4.12 Ajournement de la séance en raison de l'heure tardive

Une réunion ordinaire ou extraordinaire du conseil doit être levée jusqu' 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.

4.13 Prolongation de la réunion: jusqu' à 23 h au plus tard

Nonobstant la section 4.12, le conseil peut convenir de prolonger la réunion jusqu' à 23 h au plus tard, plutôt qu 'à 22 h, lorsque la majorité des membres sont d'accord.

4.14 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/la greffière 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.

4.15 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.

4.16 Recording- permitted- exception - closed meetings

Council and Committee of the Whole meetings may be recorded by the Clerk or his/her designate as a means of assisting in the preparation of the minutes of that meeting.

4.17 Recording - broadcasting - permitted - conditions

Council and Committee of the Whole meetings which are not closed to the public in accordance with the provision of this By-law may be taped, televised or otherwise electronically or mechanically recorded by a cable television company or by any other licensed telecommunications company provided that such taping, televising or recording is carried out in a manner which does not interfere with proceedings at the meeting.

4.18 Amendment - repeal- majority vote - required

This By-law may be amended or repealed by a majority vote of the whole of Council.

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

4.16 Enregistrement sonore, autorisation, exceptions, réunions privées

Le greffier/la greffière ou son représentant peut enregistrer les réunions du conseil et du Comité plénier afin de faciliter la rédaction du procès-verbal de ladite réunion.

4.17 Enregistrement sonore, diffusion, autorisation, conditions

Les réunions publiques du conseil et du Comité plénier, conformément aux dispositions du présent arrêté, peuvent être enregistrées, télévisées ou autrement enregistrées électroniquement ou mécaniquement par une entreprise de câblodistribution ou par toute autre entreprise de télécommunications autorisée, pourvu que tel enregistrement ou diffusion soit effectué de manière à ne pas entraver les délibérations de la réunion.

4.18 Modification, révocation, vote majoritaire - exigences

Le présent arrêté peut être modifié ou abrogé par un vote majoritaire du Conseil plénier.

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 greffière

La première réunion du conseil convoquée après une élection ordinaire doit se tenir au lieu et à l'heure fixés par le greffier/la greffière.

5.3 Activités du conseil, réunions ordinaires, lundi

À l'exception de la première réunion du conseil ou sauf disposition contraire, les réunions ordinaires

shall be held bi-weekly on Mondays 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.

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 Lobby Level, 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 Budget Committee of the Whole and meetings of other committees 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 in 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, Committee of the Whole, Budget Committee of the Whole meeting

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 un 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.

5.4 Réunion ordinaire - lieu

Sauf indication contraire dans l'avis d'une réunion, toutes les réunions périodiques du conseil doivent se tenir dans la salle du conseil, au niveau du hall d'entrée, au 15, Market Square, ville de Saint John.

5.5 Réunion extraordinaire, aut res réunions de comités, lieu

Les réunions extraordinaires ou à huis clos du conseil, du comité plénier ou du comité plénier sur les budgets et les réunions de différents comités formés en vertu du présent arrêté doivent se tenir 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 la section 5.4 doivent débuter au plus tôt à 17 h et au plus tard à 19 h, comme le définit le greffier /la greffière ou comme il est fixé dans l'avis de la réunion.

5.8 Réunion publique - avis

Le greffier/la greffière doit donner un avis public de l'heure et du lieu d'une réunion ordinaire du conseil, du comité plénier ou du comité plénier sur

by notifying the local media and by posting notice of the meeting on The City of Saint John web site (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 notifying the local media and posting notice to the public on The City of Saint John web site (www.saintjohn.ca) at least 24 hours before the date and time on which the Regular Council, Committee of the Whole, Budget 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 in Sections 5.3, 5.6 and 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) may not address Council without permission of the Council,
- b) shall maintain order and quiet,
- c) shall not interrupt or interfere with the proceedings,
- d) shall not display signs or placards.

5.12 Public member - expulsion - improper conduct

Any person making personal, impertinent, or slanderous remarks or who shall become boisterous while in the Council Chamber or addressing the Common Council and refuses to apologize or withdraw his/her remarks when so directed by the Presiding Officer, or willfully

les budgets en avisant les médias locaux et en affichant un avis de la réunion sur le site Web de The City of Saint John (www.saintjohn.ca) le vendredi précédant la date de la réunion ordinaire.

5.9 Réunion publique, avis, annulation, changement de date

Le greffier/la greffière 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 avisant les médias locaux et en affichant un avis destiné au public sur le site Web de The City of Saint John (www.saintjohn.ca) au moins 24 heures avant la date et l'heure auxquelles la réunion ordinaire du conseil, du comité plénier ou du comité plénier sur les budgets 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 sections 5.3, 5.6 et 5.7.

5.11 Assistance, réunion du conseil, restrictions

Les membres du public qui composent l'assistance dans la salle du conseil durant une réunion du conseil:

- a) ne peuvent s'adresser au conseil sans la permission de celui-ci;
- b) doivent maintenir l'ordre et le silence;
- c) ne doivent pas interrompre ou gêner les délibérations;
- d) ne doivent pas exhiber de panneaux ou d'affiches.

5.12 Membre de l'assistance, expulsion, conduite inappropriée

Toute personne faisant 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/présidente du

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 Common Council Chamber for that meeting, and, if he/she refuses to do so, he/she may, on the order of the Presiding Officer, be removed from that meeting. If necessary, the Presiding Officer shall seek the appropriate assistance from the Sergeant-at-Arms or any member of the Saint John Police Force. He/she, or they, shall carry out all orders and instructions given by the Presiding Officer for the purposes of maintaining order and decorum at the Common 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 hours' notice of cancellation is subsequently provided by the Clerk to each Member in accordance with the provisions of paragraphs 6.3(a), (b), (c), 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 paragraphs 6.3(a), (b), (c); and the Clerk endeavors to post notice of cancellation on the City's website.

Special Meeting

6.1 Summoned - by Mayor- at any time

conseil le lui ordonne, ou qui intentionnellement entrave le déroulement des affaires et qui refuse de se désister lorsque le président/la présidente du conseil le lui demande, peut se faire demander, par le président/la présidente 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/présidente du conseil. Au besoin, le président/la présidente du conseil doit obtenir l'aide appropriée du sergent d'armes ou d'un membre du corps de police de Saint John. Ce ou ces derniers doivent exécuter les ordres et directives donnés par le président/la présidente du conseil afin de maintenir l'ordre et le décorum de la réunion du conseil communal.

5.13 Réunion ordinaire: annulation

À l'exception de la première réunion du conseil conformément au paragraphe 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 heures est subséquemment donné à chaque membre par le greffier/la greffière, conformément aux dispositions des alinéas 6.3 a), b), c), ainsi qu'au public conformément aux dispositions du paragraphe 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 aux dispositions des alinéas 6.3 a), b), c); et que le greffier/la greffière tente d'afficher l'avis d'annulation sur le site Web de The City.

Réunion Extraordinaire

6.1 Convoquée par le maire, en tout temps

The Mayor may, at any time, through the City Clerk summon a special meeting of Council.

6.2 Summoned - by Clerk - petition of Council

The Clerk, upon receipt of the petition of any three members, shall summon a special meeting for the purpose and at the time specified in the petition.

6.3 Notice - 24 hours in advance - requirements

Except as provided in Sections 6.4 and 6.5, the Clerk must give at least 24 hours notice in writing, signed by the Mayor or members responsible for calling the special meeting, 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; or
- b) by leaving a copy of the notice at the place of residence or business of the member; or
- c) by emailing a copy to the member's City email address.

6.4 Emergency - prior notice - not required

The notice requirement in 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 his/her 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. An emergency meeting may be conducted in person or from remote locations by use of telephone conference call.

Le maire peut, en tout temps, par l'intermédiaire du greffier/greffière, convoquer une réunion extraordinaire du conseil.

6.2 Convoquée par le greffier/la greffière, pétition présentée par le conseil

Le greffier/la greffière peut, sur réception d'une pétition signée par trois membres du conseil, convoquer une réunion extraordinaire dont le but et l'heure sont précises dans la pétition.

6.3 Avis, 24 heures à l'avance, exigences

Sous réserve des sections 6.4 et 6.5, le greffier/la greffière doit donner un avis écrit d'au moins 24 heures, signé par le maire ou les membres du conseil responsables d'avoir convoqué la réunion extraordinaire, 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; soit
- b) en laissant une copie de l'avis au lieu de résidence ou d'affaires du membre.
- c) En envoyant une copie à l'adresse de courrier électronique de la ville du membre.

6.4 Urgence, avis préalable, aucune exigence

L'obligation de donner un avis qui est stipulée à la section 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/la greffière 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 électronique, et l'avis doit être donné à l'avance, dans un délai réalisable. Une réunion d'urgence peut être conduite en personne ou à partir d'emplacements éloignés, en ayant recours à une conférence téléphonique.

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 notifying the local media and by posting notice of the meeting to the public on The City of Saint John web site (www.saintjohn.ca) 24 hours before the date and hour of the meeting.

6.8 Special Meeting – cancellation

1. A special meeting summoned pursuant to the provisions of subsection 6.1, may be cancelled:
 - a) by the Mayor through the Clerk if notice of cancellation is subsequently provided by the Clerk to each Member in accordance with the provisions of subsection 6.3, and also to the public in accordance with the provisions of subsection 6.7; or
 - b) where notice is not provided in accordance with the provisions of 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(a), (b), (c); and the Clerk endeavours to post notice of cancellation on the City's website.
2. A special meeting, summoned pursuant to the provisions of subsection 6.2, may be cancelled:
 - a) upon the Written Consent of the petitioning Members if notice of cancellation is subsequently provided by the Clerk to each Member in accordance with the provisions of subsection 6.3, and also to the public in accordance with the provisions of subsection 6.7; or

6.6 Activités, précisées, dans l' avis, autre, interdictions

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/la greffière doit donner un avis public de l'heure et du lieu d'une réunion extraordinaire en avisant les médias locaux et en affichant un avis de la réunion, destiné au public, sur le site Web de The City of Saint John (www.saintjohn.ca) 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 des dispositions du paragraphe 6.1, peut être annulée:
 - a) Par le maire par l'entremise du greffier/de la greffière, conformément aux dispositions du paragraphe 6.3, ainsi qu'au public conformément aux dispositions du paragraphe 6.7; ou
 - b) lorsqu'un avis n'est pas donné conformément aux dispositions du sous-alinéa a., par le maire par l'entremise du greffier/de la greffière, 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 aux dispositions des alinéas 6.3a), b), c); et que le greffier/la greffière tente d'afficher l'avis d'annulation sur le site Web de The City.
2. Une réunion extraordinaire, convoquée conformément aux dispositions du paragraphe 6.2, peut être annulée:
 - a) avec le consentement écrit des membres requérants, si un avis d'annulation est subséquemment donné à chaque membre

- b) where notice is not provided in accordance with the provisions of subparagraph 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 the provisions of paragraph 6.3(a), (b), (c); and the Clerk endeavors to post notice of cancellation on the City's website.

Council Meetings

7.1 Council Meetings-Types

There shall be the following types of Council Meetings: Regular, Special, Emergency and Legal.

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.

7.3 Closed - shall be - reasons

A meeting shall not be closed to the public unless and until the Council has adopted a resolution to that effect, which resolution must also state the basis under the *Local Governance Act* for doing so.

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 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. For

par le greffier/la greffière, conformément aux dispositions du paragraphe 6.3, ainsi qu'au public conformément aux dispositions du paragraphe 6.7; ou

- b) lorsqu'un avis n'est pas donné conformément aux dispositions du 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/la greffière, conformément aux dispositions des alinéas 6.3a), b), c); et que le greffier/la greffière tente d'afficher l'avis d'annulation sur le site Web de The City.

Réunions du Conseil

7.1 Réunions du conseil- types

Il existe les types de réunions du conseil suivants: ordinaire, extraordinaire, d'urgence et juridique.

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 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 également préciser les raisons de l'adoption de la résolution en vertu de *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 les municipalités, y compris les délibérations qui traitent de 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

ease of reference excerpts of the *Local Governance Act* are appended to, but do not form part of this by-law.

7.5 Electronic Participation

1. Requirements:

Provided the conditions set out in section 69 of the *Local Governance Act* are met, a Member may participate in a special or emergency meeting, or a Committee of the Whole meeting closed to the public, by means of a telephone conference call or video conference.

2. Grievance Hearing:

A hearing under the Working Agreement between the City of Saint John and The Canadian Union of Public Employees Local #18 (Outside Workers) - Article 12 – Grievance Resolution Process – Internal shall not be held with Members participating electronically by telephone conference call or video conference.

3. Call in Time:

The Clerk shall schedule a telephone conference call or video conference, to begin 15 minutes before the start of each meeting.

4. Form of Electronic Meeting Notice:

- a) Subject to paragraph (b), notice of a meeting shall include the time and location of the meeting and the phone numbers and any access code needed to connect to the telephone conference call or video conference.
- b) There shall be no requirement to identify the location of the meeting in the notice required in paragraph (a) if each Member

qui doit être tenu d'une telle réunion et sa disponibilité pour le public. Par souci de commodité, des extraits de la *Loi sur la Gouvernance Locale* sont joints au présent arrêté mais n'en font pas partie.

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 une réunion ordinaire, une réunion extraordinaire ou à une réunion d'urgence, ou à une réunion du comité plénier à huis clos, par conférence téléphonique ou par vidéoconférence.

2. Audiences de griefs:

Une audience tenue en vertu de l'entente de travail entre The City of Saint John et le Syndicat canadien de la fonction publique section locale 18 (cols bleus) — article 12 — Processus de règlement des griefs — n'a pas lieu en présence de membres participant par voie électronique par conférence téléphonique ou par vidéoconférence.

3. Heure pour joindre la conférence téléphonique:

Le greffier/la greffière planifie que la conférence téléphonique ou la vidéoconférence commencera 15 minutes avant le début de chaque réunion.

4. Forme de l'avis de réunion électronique:

- a) Sous réserve de l'alinéa b), l'avis d'une réunion inclut l'heure et l'endroit où se tiendra la réunion ainsi que les numéros de téléphone et les codes d'accès requis pour se connecter à une conférence téléphonique ou à une vidéoconférence.
- b) Si chaque membre a avisé le greffier/la greffière de son intention de participer à la réunion par voie électronique, il

has advised the Clerk of his or her intention to participate electronically in the meeting.

n'existe pas d'obligation d'identifier l'endroit où se tiendra la réunion, tel qu'exigé à l'alinéa a).

5. Meeting room equipment:

5. Équipement de la salle de réunion:

Except where each Member has advised the Clerk in writing of his or her intention to participate electronically in the meeting,

Sauf lorsque chaque membre a informé par écrit le greffier/la greffière de son intention de participer à la réunion par voie électronique,

- a) The City shall provide the required equipment at each meeting, which the Clerk shall connect to the telephone conference call or video conference at least 5 minutes prior to the start of the meeting.
- b) Members participating electronically from outside the City are responsible to provide their own equipment to connect to the telephone conference call or video conference.

- a) lors de chaque réunion, la municipalité fournit l'équipement requis que le greffier/la greffière branchera à la conférence téléphonique ou à la vidéoconférence au moins 5 minutes avant le début de la réunion.
- b) les membres qui participent par voie électronique et qui sont à l'extérieur de la ville sont responsables de fournir leur propre équipement pour pouvoir se connecter à la conférence téléphonique ou à la vidéoconférence.

6. Location of the Presiding Officer:

6. Emplacement physique du président/de la présidente du conseil:

The Presiding Officer of the meeting may be physically present in the meeting room.

Le président/la présidente de la réunion du conseil peut être physiquement présent dans la salle de réunion.

7. Location of the Mayor:

7. Emplacement physique du maire ou de la mairesse:

If the Mayor is out of the City, he or she shall not participate as Presiding Officer but may participate as a Member and vote.

Si le maire ou la mairesse est à l'extérieur de la ville, il/elle ne participera pas en tant que président/présidente du conseil, mais pourra participer en tant que membre et pourra voter.

8. Joining the telephone conference call or video conference late:

8. Se joindre à la conférence téléphonique ou à la vidéoconférence en retard:

A Member is not permitted to participate electronically in a meeting if that Member does not join the meeting within 15 minutes of its scheduled starting time.

Un membre n'a pas le droit de participer à une réunion par voie électronique si ce membre ne se joint pas à la réunion dans les 15 minutes suivant l'heure prévue du début de la réunion.

9. Arrival announcements:

Members who participate electronically in the meeting shall announce themselves at the first opportunity after joining the telephone conference call or video conference, but may not interrupt a speaker for the purpose of doing so.

10. Departure announcements:

Members who leave the telephone conference call, the video conference or the meeting room prior to adjournment shall announce their departure, but may not interrupt a speaker for the purpose of doing so.

11. 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.

12. Obtaining the floor:

To seek recognition by the Presiding Officer, a Member shall address the Presiding Officer and state his or her own name.

13. Voting methods:

All votes shall be taken by roll call.

14. Technical Malfunctions and Requirements:

Each Member is responsible for his or her connection to the telephone conference call or video conference; no action shall be invalidated on the grounds that the loss of, or poor quality of, a

9. Annonce d'arrivée:

Les membres qui participent à la réunion par voie électronique doivent signifier leur présence à la première occasion après qu'ils se sont joints à la conférence téléphonique ou à la vidéoconférence, mais ne peuvent le faire en interrompant un intervenant.

10. Annonce de départ:

Les membres qui quittent la conférence téléphonique, la vidéoconférence ou la salle de réunion avant l'ajournement annoncent leur départ, mais ne peuvent le faire en interrompant un intervenant.

11. Vérification du quorum:

Le président/la présidente 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.

12. Obtenir la parole:

Afin d'être reconnu par le président/la présidente du conseil, un membre s'adresse au président/à la présidente du conseil et donne son nom.

13. Modes de scrutin:

Tous les votes sont pris par appel nominal.

14. Défaillances techniques et exigences:

Chaque membre est responsable de son branchement à la conférence téléphonique ou à la vidéoconférence; aucune action ne devrait être annulée sous prétexte que la perte de branchement

Member's individual connection prevented him or her from participating in the meeting.

15. 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.

16. Forced disconnections:

The Presiding Officer may direct a Member to disconnect or mute their connection to the telephone conference call 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.

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 take the chair 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 minutes after the time appointed, the Deputy

ou la mauvaise qualité du branchement d'un membre l'a empêché de participer à la réunion.

15. 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/la présidente du conseil peut:

- a) décider de prendre une courte pause jusqu'à ce qu'on détermine si la communication pourra 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.

17. Débranchement forcé:

Le président/la présidente 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/de la présidente 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, 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/la greffière est avisé que le maire sera absent ou en retard, le maire suppléant, assume la présidence et procède à l'ouverture de la réunion.

8.2 Absence du maire, maire suppléant, ouverture, présidence

Dans le cas où le maire ne se présente pas à la réunion dans un délai de dix minutes suivant l'heure

Mayor shall assume the chair, 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 minutes after the appointed time, the Clerk shall call the meeting to order and a Presiding Officer shall be chosen 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 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

If Council is unable to meet for want of a quorum the agenda delivered 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.

précisée, le maire suppléant 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 suppléant, absence, procédure

En l'absence du maire et du maire suppléant, lorsqu'un quorum est formé à l'intérieur d'une durée de dix minutes suivant l'heure fixée, le greffier/la greffière doit ouvrir la réunion et un président/présidente du conseil est choisi parmi les membres présents afin de présider la réunion ou de présider jusqu'à l'arrivée du maire ou du maire Suppléant.

8.4 Quorum, absences, suspension en 30 minutes, ajournement

Si le quorum n'est pas formé à l'intérieur de trente minutes suivant l'heure fixée pour la tenue de la réunion, le greffier/la greffière 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, subsequent

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 doit être 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 doit être 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 rédigé par le greffier/la greffière.

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 agenda for regular meetings of Council including 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 City Manager or other Council Appointees may be adopted in a single motion of Council, but any of these items 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.

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, City Manager, 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 the minutes of previous meeting(s) of Council
3. adoption of agenda
4. disclosures of conflict of interest
5. adoption of consent agenda

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 travaux présentés devant le conseil.

9.3 Questions soumises à l'approbation du conseil, étude des recommandations

Les questions soumises à l'approbation du conseil 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 du conseil, y compris la correspondance reçue des citoyens, des groupes et des organismes ainsi que les rapports formulant des recommandations, présentés par le greffier/la greffière, le Comité plénier, les autres comités et le directeur général ou autre titulaire, peuvent être adoptés par une seule proposition du conseil, mais ces points seront portés 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 ladite question d'approbation.

9.4 Titres, point, rédigé par le greffier/la greffière

À l'heure exacte précisée par le présent arrêté, le jour de chaque réunion ordinaire, les conseillers, le greffier /la greffière, le directeur général, l'avocat général et le maire prennent leur siège habituel dans la salle du conseil et les travaux du conseil communal sont examinés et réglés. Le greffier/la greffière 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. approbation du procès-verbal de la dernière réunion du conseil;
3. adoption de l'ordre du jour;
4. divulgation de conflits d'intérêts;

6. members comments
7. proclamations
8. delegations/presentations
9. public hearing(s)
10. consideration of by-laws
11. submissions by Council members
12. business matters - Municipal Officers
13. committee reports
14. consideration of issues separated from consent agenda
15. general correspondence
16. supplemental agenda
17. committee of the whole
18. adjournment

5. adoption des questions soumises à l'approbation du conseil;
6. commentaires présentés par les membres;
7. proclamations;
8. délégations et présentations;
9. audiences publiques;
10. étude des arrêtés municipaux;
11. présentations par les membres du conseil;
12. affaires municipales évoquées par les fonctionnaires municipaux;
13. rapports présentes par les comités;
14. étude des sujets écartés des questions soumises à l'approbation du conseil;
15. correspondance générale;
16. ordre du jour supplémentaire
17. comité plénier
18. ajournement

9.5 Submissions - listed - public matters

The Clerk shall have prepared for the use of the members at all Regular Council meetings an agenda and Council kit, in electronic or printed format, which shall include all items in respect of the agenda matters.

9.5 Dépôt de documents, inscription, affaires publiques

Le greffier/la greffière doit préparer pour les membres présents, l'ordre du jour de chaque réunion ordinaire du conseil ainsi qu'une trousse de documents sous forme électronique ou imprimée, qui doit inclure tous les éléments relatifs aux points inscrits à l'ordre du jour.

9.6 Delivery - to Members - prior to meeting

The Clerk shall use best efforts to ensure that copies of the agenda and Council kit for regular meetings of Council are delivered in printed format and/or distributed electronically to each Member so that they are received in each case by 4:30 p.m. on the Thursday immediately preceding the Regular meeting.

9.6 Distribution aux membres avant la réunion

Le greffier ou la greffière doit faire tout ce qui est 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 imprimée et/ou électronique de manière à ce que chaque membre les reçoive avant 16 h 30 le jeudi précédant la réunion ordinaire.

9.6.1

In the event that the Clerk determines that correspondence and any associated material, addressed to Common Council and delivered to the City Clerk's office, should be distributed to Members in advance of the distribution of the Council kit, then in such case no Member shall

9.6.1

Dans l'éventualité où le greffier ou la greffière estime que cela correspondance et tout matériel connexe adressés au conseil communal et livrés au bureau du greffier devraient être distribués aux membres avant la distribution de la trousse de documents relative aux réunions du conseil, aucun

disclose the existence, the substance, or provide a copy of such correspondence and/or material prior to the Council kit in which it/they will be included, being available to the public pursuant to subsection 9.8.

9.7 Made available- to officers- staff

The Clerk shall use best efforts to ensure that electronic copies of the agenda and Council kit for regular meetings of Council are made available to all Corporation officers and staff who are to receive copies thereof as determined by the City Manager on the Thursday immediately preceding the meeting.

9.8 Made available- public

The Clerk shall use best efforts to ensure that copies of the agenda and Council kit for regular meetings of Council are made available to the general public at the office of the Clerk and on the website of The City of Saint John by 4:30 p.m. on the Friday immediately preceding the regular meeting.

9.9 Submissions – to Clerk – deadline

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 is to be distributed pursuant to Sections 9.6 and 9.7.

9.10 Submissions – to Clerk – past deadline

a) Where the Clerk receives a submission for inclusion on the agenda past the deadlines stipulated in section 9.9 and such submission is deemed by the City Manager to be a matter requiring Council's immediate consideration at

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 au paragraphe 9.8.

9.7 Mis à la disposition des dirigeants et des employés

Le greffier ou la greffière doit, le jeudi précédant la réunion, faire tout ce qui est 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 le directeur général.

9.8 Disponibilité de l'ordre du jour, grand public

Le greffier ou la greffière doit faire tout ce qui est 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 au bureau du greffier ou de la greffière et sur le site Web de The City of Saint John avant 16h30 le vendredi précédant la réunion ordinaire.

9.9 Propositions au greffier ou à la greffière, date limite

Toute proposition devant être inscrite à l'ordre du jour des réunions ordinaires du conseil doit être remise au greffier ou à la greffière avant 16 h le mercredi précédant la date à laquelle l'ordre du jour doit être distribué en vertu des paragraphes 9.6 et 9.7.

9.10 Propositions au greffier ou à la greffière, après la date limite

a) Lorsque le greffier ou la greffière reçoit une proposition devant être inscrite à l'ordre du jour a une date ultérieure à celles indiquées à l'article 9. 9 et que le Directeur General est

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 “16. supplemental agenda” heading on the agenda.

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.

9.12 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.

9.13 Member Comments – Limitation

During the “Members Comments” order of business on the agenda, each member may, one time only and for a maximum of 2 minutes, speak to make community announcements, congratulatory remarks or acknowledgments, but he shall not raise business matters.

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.

d'avis que ladite proposition requiert l'attention immédiate du Conseil a sa prochaine réunion ordinaire, le greffier ou la greffière délivra 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 reunion ordinaire, le Conseil vote en faveur d'ajouter à l'ordre du jour une proposition soumise après la date limite, le greffier ou la greffière ajoutera ladite proposition sous l'entete «16. Ordre du jour supplémentaire » à l'ordre du jour.

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 ou de la greffière.

9.12 Defaut de distribution en temps opportun, validité de la reunion

Si le greffier ou la greffière 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 Commentaires présentés par les membres – limitation

Durant la partie « Commentaires présentes par les membres » à l'ordre du jour, chaque membre peut intervenir une fois seulement et pour une durée maximale de 2 minutes, pour faire des annonces communautaires, pour offrir des félicitations ou des remerciements, mais il ne soulèvera pas d'affaires municipales.

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 hearing shall follow the procedure described in 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 may include it as an item on the agenda for the next regular meeting of Council for which the Clerk is accepting agenda items in full or in summary form as he/she sees fit.

10.1 Inscription à l'ordre du jour par le greffier/la greffière

Le greffier/la greffière peut, sur réception d'une pétition destinée au conseil, l'ajouter comme point à l'ordre du jour de la prochaine réunion ordinaire du conseil pour laquelle le greffier/la greffière accepte es points à l'ordre du jour partiellement ou entièrement, comme ille juge approprié.

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 de Comité consultatif d'urbanisme.

10.3 Communications from the public

1. Communications from the public given to the Council, a Committee or the Clerk:
 - a) All communications about a matter on a meeting agenda that Council, a Committee or the Clerk receives shall become part of the public record.
 - b) All communications shall be available to Members and to the public before a meeting or, if necessary, distributed directly to Members and the public during a meeting.

10.3 Communications du public

1. Les communications du public présentées au conseil, à un comité, au greffier ou à la greffière:
 - a) Toute communication relative à un sujet à l'ordre du jour d'une réunion que le conseil, un comité, le greffier ou la greffière reçoit, fait partie des archives publiques.
 - b) Toute communication est mise à la disposition des membres et du public avant une réunion, ou si nécessaire, remise directement aux membres et au public au cours d'une réunion.

2. Requirements for communications from the public given to Council, a Committee, or the Clerk:
All communications shall be in writing and:
 - a) be delivered in person or sent by mail, e-mail or fax;
 - 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 or the telephone number of the author; and
 - f) not contain defamatory or offensive language.
3. 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 his personal information when submitting it, or the Clerk determines that the release of the personal information contravenes the *Right to Information and Protection of Privacy Act*, SNB 2009, c R-10.6, and amendments thereto.
4. Consideration of communications by Corporation officer:
 - a) If the Clerk determines that a Corporation officer should consider any communication prior to a meeting, the Clerk shall forward a copy of the communication to the appropriate Corporation officer.
 - b) If paragraph (a) applies, the Corporation officer may submit a report directly to Council or the Committee in response to the communication.
2. Exigences relatives aux communications du public remises au conseil, à un comité, au greffier ou à la greffière:
Toute communication est faite par écrit et :
 - a) est livrée en personne ou envoyée par la poste, par courriel ou par fax;
 - b) est adressée au conseil, à un comité, au greffier ou à la greffière;
 - c) est lisible;
 - d) est dans un format reproductible;
 - e) inclut les nom et adresse postale ou le numéro de téléphone de l'auteur; et
 - f) ne contient pas de propos diffamatoires ou offensants.
3. 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 ou la greffière 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*, LN-B 2009, c R-10.6 et les modifications afférentes
4. Examen des communications par un dirigeant de la Corporation:
 - a) Si le greffier ou la greffière considère qu'un dirigeant de la Corporation devrait examiner une communication avant une réunion, le greffier ou la greffière retransmet une copie de la communication au dirigeant de la Corporation concerné.
 - b) Si l'alinéa a) s'applique, le dirigeant de la Corporation peut soumettre un rapport directement au conseil ou au comité en réponse à la communication.

10.4 Submission received subsequent to a public hearing

10.4 Soumission reçue après une audience publique

In the event of submissions or representations being received subsequent to the conclusion of a statutorily mandated public hearing held by Council, the Clerk shall retain those submission 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.

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, he/she shall submit a request, in writing to the Clerk, addressed to the Mayor and Councillors 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.

Advenant le cas où des soumissions ou des représentations seraient reçues après la fin d'une audience publique mandatée par la loi tenue par le conseil, le greffier/la greffière conserve ces soumissions ou ces représentations dans les dossiers du greffier/de la greffière, 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/la greffière de la direction prise.

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 au greffier/greffière, adressée au maire et au conseil, avant 16 h le mercredi précédant une réunion ordinaire du conseil. Le greffier/la greffière 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;
- c) informer le greffier/la greffière 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/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 shall be submitted to the Clerk prior to 4:00 pm on the Wednesday preceding the scheduled Council meeting.

11.4 Delegations/Presentations - requested – at meeting - 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/Presentations - maximum duration - limitations

Except with consent of Council, no member of the public shall address Council for more than fifteen minutes, exclusive of the time required to answer questions put to him/her by Council, except that a group of persons may have more than one spokesperson provided that the total length of time such spokesperson addresses Council shall not exceed fifteen minutes, exclusive of the time required to answer questions put to them by Council.

11.6 Delegations/Presentations - addressing Council

Each member of the public or spokesperson on behalf of a delegation addressing the Council shall give his/her 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 doit être soumise au greffier/greffière avant 16 h le mercredi précédant la réunion prévue du conseil.

11.4 Délégations et présentations, demandes, 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/la greffière a omis d'inclure à l'ordre du Jour.

11.5 Délégations et présentations, durée maximale, restrictions

Sauf sur consentement du conseil, un membre du public ne peut s'adresser au conseil pendant plus de quinze minutes, sans compter le temps nécessaire pour répondre aux questions que lui pose le conseil, mis à part le fait qu'un groupe de personnes puisse avoir plus d'un porte-parole, à condition que la période durant laquelle les porte-parole s'adressant au conseil ne dépassent pas quinze minutes, sans compter le temps nécessaire pour répondre aux questions que leur 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

Presiding Officer. No question shall be asked except through the Presiding Officer.

11.7 Delegations/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, Councillors

12.1 Role of the Mayor - preside - 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 him or her by this By-law or any Act or by Council.

12.2 Deputy Mayor - appointment - by election

- a. At the first regular meeting of Council following an election, newly elected Councillors may nominate themselves for the position of Deputy Mayor by verbal declaration in open session.
- b. Consideration by Council of these nominations shall be scheduled for the following regular meeting of Council, at which time Council shall openly elect by show of hands a Deputy Mayor from the list of Councillors who nominated themselves pursuant to paragraph a.

président/présidente du conseil. Toutes les questions doivent être posées par l'entremise du président/présidente 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 Assumes par le Maire, Le Maire Suppléant et les Conseillers

11.1 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 l'information et recommander au conseil les mesures à prendre pour
- d) l'amélioration des finances, de l'administration et de la gouvernance;
- e) s'exprimer sur des préoccupations de la municipalité au nom du conseil;
- f) 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 suppléant - nomination par voie d'élection

- a. Lors de la première réunion ordinaire du conseil à la suite d'une élection, les conseillers nouvellement élus peuvent, dans une déclaration verbale lors d'une séance publique, proposer leur candidature pour le poste de maire suppléant.
- b. L'examen de ces nominations par le conseil est prévu pour la prochaine réunion ordinaire du conseil, à quel moment, le conseil élira par un vote à main levée un maire suppléant à partir de la liste des conseillers qui ont proposé leur candidature conformément à l'alinéa a.

c. The successful candidate shall hold office until the next municipal election.

c. Le candidat élu sera en poste jusqu'à l'élection municipale suivante.

12.3 Mayor/Deputy Mayor - absence - 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.

12.3 Maire suppléant: absence ou incapacité d'agir

En l'absence ou l'incapacité d'agir du maire et du maire suppléant, le conseil, par voie de vote majoritaire, peut nommer tout autre membre pour agir au nom du maire.

12.4 Deputy Mayor - powers - 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, he/she possesses the powers and shall perform the duties of the Mayor as designated under the *Local Governance Act* and this By-law.

12.4 Maire suppléant: pouvoirs et devoirs

En cas d'absence ou d'incapacité du maire, ou en cas de vacance de son poste, le maire suppléant 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 Councillors - responsibilities - participation - 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,
- d) participate in meetings of Council, Council committees and any other body to which he or she is appointed by Council, and
- e) perform any other duties conferred upon him or her by this or any other Act or by Council.

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) participer aux réunions du conseil, des comités du conseil et de tout autre organisme auquel il a été nommé par le conseil;
- 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 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;

12.6 Président/Présidente du conseil: fonctions exercées au cours des réunions

Le président/la présidente du conseil doit:

- b) to 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 he/she deems to be out of order or contrary to law;
 - e) state every question coming before the Common Council, announce the decision of the Common 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 him/her to vacate the Council Chamber;
 - i) consider proclamations and announce them to the Council;
 - j) authenticate by his/her signature, when necessary, all by-laws, contracts and other documents as required by statute or by-law;
 - k) respond to Council regarding points of order, when so requested by a member or members;
 - l) represent and support Council;
 - m) if he/she considers it necessary because of grave disorder, to adjourn the sitting or suspend the sitting for a time to be named by him/her.
- 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 communal 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 documents exigés en vertu de la loi ou des arrêtés municipaux;
 - 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;
 - 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 he/she wishes, speak on a question, take a

Règles de Procédures: Débats

13.1 Intervention du président/présidente du conseil

definite position and endeavor to persuade Council to support that position, while continuing to chair the meeting. The Presiding Officer will leave the chair if he/she wishes to introduce a motion.

Le président/la présidente 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/la Présidente du conseil quitter la chaise s'il/elle veut présenter une proposition.

13.2 Speaking - order - determined - by Presiding Officer

When two or more members wish to speak, the Presiding Officer shall name the member who is to speak first.

13.2 Intervention: le président/la présidente du conseil détermine l'ordre

Lorsque deux ou plusieurs membres désirent intervenir, le président/la présidente du conseil doit nommer le membre qui peut intervenir en premier.

13.3 Speaker - recognition - by Presiding Officer

When a member wishes to speak at a Council meeting he shall be recognized by the Presiding Officer before doing so. No member will speak on any subject other than the subject in debate.

13.3 Intervention: reconnaissance par le président/la présidente du conseil

Lorsqu'un membre désire intervenir au cours d'une réunion du conseil, il doit avoir été reconnu au préalable par le président/la présidente du conseil. Aucun membre ne peut intervenir sur une question autre que celle qui fait l'objet d'un débat.

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.

13.4 Intervention: deux seulement, exceptions, approbation du conseil

Les membres ne peuvent intervenir que deux fois dans une proposition, sauf avec le consentement du président/présidente 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 Intervention: deux fois, exercée par 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 minutes after all other members have been given an opportunity to speak.

13.6 Proposition: par un membre, trois minutes additionnelles

Nonobstant les sections 13.3 à 13.5, inclusivement, le membre qui a présenté une proposition (autre qu'une proposition modificatrice ou une proposition procédurale) peut poursuivre le débat pendant une durée supplémentaire maximale de trois minutes et y mettre fin, 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 minutes each time when speaking on a main motion and three minutes each time when speaking on any amendment.

**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.

13.9 Motion - in debate - read - at any time

Any member may require the motion under debate to be read at any time during the debate.

**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 decision of the Presiding Officer or of Council on questions of order or practice or upon the interpretation of the rules of procedure.

13.13 Disturbance - leaving seat - during

13.7 Intervention: temps limité

Un membre ne peut intervenir que pour une durée maximale de trois minutes chaque fois qu'il intervient dans une proposition principale ou une modification.

13.8 Question: posée au président/présidente du conseil

Un membre ne peut adresser une question à un intervenant antérieur que par l'entremise du président/présidente 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/présidente du conseil ou aux employés par l'entremise du président/présidente du conseil préalablement au vote sur la proposition.

13.9 Proposition: pendant un débat, lecture, en tout temps

Tout membre peut exiger que la proposition débattue soit lue à tout moment durant le débat.

**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 lorsqu'il s'adresse au conseil, à un autre membre du conseil, à un employé de la ville ou à un membre du public.

**13.12 Désobéissance: règles, président/
présidente du conseil, interdiction**

Aucun membre ne peut désobéir aux règles de procédure ou aux décisions du président/présidente du conseil ou du conseil sur des rappels au règlement, sur des questions de pratique ou sur l'interprétation des règles de procédure.

13.13 Désobéissance: quitter son siège,

vote - prohibited

No member shall leave his/her seat or make any noise or disturbance while a vote is being taken or until the result is declared.

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 - speaker - prohibited - exception

No member shall interrupt a member while speaking, except to raise a point of order or question of privilege.

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 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.

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 rise at any time on a question of privilege and a question of privilege shall take precedence over all other matters.

14.2 Question de privilège: ordre, 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 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.

14.3 Question de renseignement: réponse, président/présidente du conseil

Lorsqu'une question de renseignement est soulevée, le président/la présidente du conseil doit répondre à la question ou la soumettre au membre ou à l'employé municipal approprié.

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, be called to order, he/she shall cease speaking until the question of order is

14.4 Intervenant: interruption, décision, président/présidente 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/la présidente 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 sections 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

determined, and, if in order, he/she 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) he 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 his/her 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 he/she may be ordered by the Presiding Officer to leave the Council Chamber for that meeting, and, if he/she refuses to do so, he/she 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 him/her, may by a majority vote of the Common Council be permitted to resume his/her 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 in the *Local Governance Act*.

règlement soit déterminé et, s'il est autorisé, il peut poursuivre.

14.5 Président/Présidente: contestation, rejet, procédure

Lorsqu'un membre souhaite contester une décision du président/présidente 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/présidente 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/présidente du conseil ou d'un autre membre, et qu'il refuse de s'excuser ou de retirer ses remarques lorsque le président/la présidente du conseil le lui ordonne, ou qu'il entrave intentionnellement le déroulement des affaires et qu'il refuse de se désister lorsque le président/la présidente du conseil le lui ordonne, le président/la présidente 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/présidente du conseil; et en présentant des excuses au président/présidente 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 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 he/she has knowledge or should reasonably have knowledge; but a member need not disclose particulars of his/her 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 in 15.2 shall forthwith be made by each member where a conflict of interest arises while he/she is in office.

15.4 Disclosure - to be filed with Clerk's office

Every disclosure of interest filed shall be recorded and kept in a file by the Clerk, and that 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 he/she is 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 he/she shall,

- a) as soon as the matter is introduced, disclose that he/she has 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

15.2 Divulgence: dépôt au greffe au moment de l'entrée en fonction

Chaque membre qui entre en fonction doit déposer auprès du greffier/greffière, 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 la section 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 dossier par le greffier/la greffière, et toute personne ayant droit de vote en vertu de *la Loi sur les élections municipales* doit procéder à un examen du dossier durant les heures normales de bureau.

15.5 Divulgence: 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:

not participate

After making the declaration, 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 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.

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.

Motion - 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.

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

interdiction de participer

Après avoir fait une déclaration, 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/la greffière

Lorsqu'une déclaration verbale 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/la présidente 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 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, et ce, nonobstant toute autre loi générale ou spéciale.

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/la présidente du conseil ait déclaré qu'elle peut faire l'objet d'un débat.

16.2 Retrait en tout temps, avant le vote

Une fois qu'une proposition a été présentée, appuyée et soumise par le président/la présidente du conseil, elle est prise en considération par le conseil, mais, avec l'appui de la majorité du conseil

debate, it may be withdrawn by the mover and seconder at any time before it has been voted on.

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.

16.4 Motion Put - public participation - prohibited

No further public participation on a matter will be allowed after the motion has been duly made and seconded.

16.5 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:

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: 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 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 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, à moins d'indications expresses 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 soumettre la question;
- 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;
- i) 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) 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.

16.9 Proceed - beyond 10:00 p.m. - requirements

Subject to Section 4.14, 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 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) 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 la section 16.7 selon laquelle une proposition d'ajournement stipule l'heure à laquelle la séance ajourée se poursuivra, cette proposition peut être modifiée et faire l'objet d'un débat relativement à l'heure en question.

16.9 Prolongation: plus tard que 22 h, exigences

Sous réserve de la section 4.14, 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 déposer 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 n'a pas été étudiée depuis six 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

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.

16.13 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, City Manager, General Counsel, 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 forms:
 - i. to amend by inserting or adding text; or
 - ii. to amend by striking out text; or

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 un amendement de l'heure ou de la date à laquelle la proposition est reportée est possible.

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'arrête 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, au directeur général, à l'avocat général, au greffier/greffière, 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 :

- 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 to (closely related to, or in some way involve) the motion which it seeks to modify and shall not be directly contrary to the main motion.
- 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.
 - c) Une modification et la proposition visée par la modification doivent être germanes (étroitement liées ou reliées d'une quelconque façon) et la proposition ne doit pas être directement opposé à la proposition principale.

16.16 Amendment - one at a time- limitation

There may be up to two 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.

16.17 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.

16.18 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.

16.19 Matter - on agenda

16.16 Modification: une à la fois, limite

Pas plus de deux modifications peuvent être en instance en même temps pendant que la résolution ou l'arrête 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 Modification: proposition, ordre inverse, procédures relatives au vote

Le président/la présidente 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/la présidente du conseil doit présenter la proposition principale en incluant toute modification ayant été adoptée.

16.18 Introduction: sans préavis, autorisation

Sauf prescription contraire du présent arrête, seules les propositions énoncées aux sections 16.19 à 16.23 inclusivement peuvent être présentées oralement sans avis et sans autorisation.

16.19 Point: à l'ordre du jour

A motion on any subject matter that appears on the agenda for that meeting may be introduced orally without notice and without leave.

16.20 Procedure - introduced orally

Motions listed in Section 16.6 may be introduced orally without notice and without leave.

16.21 Suspend - rules - regulations

A motion to suspend the rules and regulations 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 - 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 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 - printed in full - on agenda

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 Procédure: proposition orale

Les propositions énumérées à la section 16.6 peuvent être présentées oralement sans avis et sans autorisation.

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/greffière, délai

Un membre qui souhaite inscrire un point à l'ordre du jour autre qu'une des propositions présentées aux sections 16.19 à 16.23 inclusivement aux fins d'étude par le conseil doit remettre la proposition écrite au greffier/greffière avant 16 h le mercredi de la semaine qui précède immédiatement le jour prévu de la tenue de la réunion du conseil.

16.25 Proposition présentée par un membre: inscription intégrante à l'ordre du jour

The motion mentioned in Section 16.24 shall be printed in full for inclusion in the Council Kit for that meeting of the Council.

16.26 Motion by Member - in writing - mover - signature

The motion mentioned in Section 16.24 shall be submitted to the Clerk in writing or by fax over the signature of the mover or from the member's known email address and shall provide sufficient background information relating to the motion.

Voting

17.1 Motion - multiple - distinct propositions

When a motion under consideration contains two 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

The Presiding Officer shall put a motion to a vote immediately after all members desiring to speak on the motion have spoken.

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.

17.4 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 his/her vote openly and individually, and the Clerk shall record the

La proposition mentionnée à la section 16.24 doit être entièrement imprimée et être incluse dans la trousse de documents présentée aux membres dans le cadre de la présente réunion du conseil.

16.26 Proposition présentée par un membre: par écrit, auteur, signature

La proposition mentionnée à la section 16.24 doit être soumise au greffier /greffière par écrit ou par télécopieur et inclure la signature de l'auteur de la proposition ou à partir de l'adresse de courrier électronique connue du membre et doit fournir suffisamment de renseignements généraux relatifs à la proposition.

Vote

17.1 Proposition: multiplicité, propositions distinctes

Lorsqu'une proposition à l'étude contient deux propositions distinctes ou plus et qu'un membre le demande, le vote sur chaque proposition doit être effectuée séparément.

17.2 Proposition: à la suite de toutes interventions, proposition du président/présidente du conseil

Le président/la présidente 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 Proposition: vote, intervention, interdiction

Après que le président/la présidente du conseil a tenu un vote sur la proposition, aucun membre ne peut s'exprimer sur ladite proposition.

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

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.

17.5 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 he/she fails to announce his/her 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.

17.7 Result - announced - by Presiding Officer

The Presiding Officer shall announce the result of every vote.

17.8 Result- disagreement - immediate - recorded

If a member disagrees with the announcement by the Presiding Officer of the result of any vote, he may object immediately to the Presiding Officer's 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

vote qui doit être constaté par le greffier/la greffière; 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 Defaut: vote, affirmatif

Tous les conseillers qui assistent à une réunion et qui ne sont pas privés du droit de vote, conformément à la section 17.4, sont considérés comme ayant voté en faveur de la proposition s'ils négligent de faire connaître leur vote.

17.6 Maire: voix prépondérante

Le maire ne doit pas voter sauf dans le cas du partage des voix, auquel cas il a voix prépondérante.

17.7 Résultats: annonce du président/ présidente de la réunion

Le président/la présidente du conseil doit annoncer le résultat de chaque vote.

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/la présidente du conseil, il peut s'opposer immédiatement à la déclaration du président/présidente 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

disqualified shall be deemed to be an affirmative vote.

défaut de voter par un Conseiller ayant le droit de voter, doit être considéré comme un vote affirmatif.

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.

17.11 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 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.

17.12 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 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.

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 2/3 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.

17.15 Vote enregistré — procès-verbal

Un vote enregistré est inscrit au procès-verbal

Business

18.1 New business - consideration- requirements

Activités

18.1 Nouvelles activités: examen, exigences

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 in 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 City Manager, General Counsel, Chief Financial Officer or City Clerk of the Corporation 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 Council, shall determine whether or not to consider this matter.

By-Laws – Reports – Resolutions - Contracts

19.1 Consideration - approval- by Council

All by-laws, resolutions and contract documents shall, before presentation to the Common Council, have been approved as to form and legality by the General Counsel or his/her authorized representative, and shall have been examined and approved for administration by the City Manager or his /her authorized representative where there are substantive matters of administration involved.

19.2 Bylaws - three readings same day- not permitted

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; ou
- 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/présidente du conseil, avis

Au moment de l'adoption de l'ordre du jour, le président/la présidente du conseil doit être avisé de la présentation des propositions ne figurant pas à l'ordre du jour et non comprises dans les sections 16.7 à 16.23 inclusivement.

18.3 Proposition: non inscrite à l'ordre du jour, demande du personnel

Le directeur général, l'avocat général, le directeur financier ou le greffier/la greffière de la Corporation 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 tiers du nombre total des membres du conseil qui détermineront l'examen ou non de cette question.

Arrêtés Municipaux, Rapports, Résolutions et Contrats

19.1 Examen: approbation du conseil

Avant d'être présentés au conseil communal, tous les arrêtés, résolutions et documents contractuels 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 le directeur général ou son représentant autorisé lorsque des questions de fonds sur l'application sont soulevées.

19.2 Arrêtés municipaux: trois lectures le même jour interdiction

Unless otherwise provided by statute, a by-law shall be adopted in both official languages and may not receive three readings on the same day.

19.3 Reports, resolutions-filed with City Clerk

All reports and motions shall be filed with the City Clerk.

Minutes

20.1 Information - requirements - taken by Clerk

The Clerk or his/her 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 or names of the presiding member or members 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.

20.2 Previous meeting - read aloud - 2/3 majority request

The minutes of the previous meeting shall be presented to Council for approved in both official languages as circulated, subject to corrections of any errors found therein and shall not be read aloud.

20.3 Approval of Minutes

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

À moins d'indication contraire dans la loi, un arrêté doit être adopté dans les deux langues officielles, et il est possible qu'il ne franchisse pas les étapes des trois lectures le même jour.

19.3 Rapports, résolutions: dépôt au greffe

Tous les rapports et propositions doivent être produits au dossier du greffier/greffière.

Procès - Verbal

20.1 Renseignements: exigences, soumission au greffier/greffière

Le greffier/la greffière 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 noms du président/présidente ou des membres 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 ce dernier;
- d) toutes les résolutions, décisions et autres délibérations du conseil.

20.2 Dernière réunion: lecture vive, majorité des deux tiers requise

Le procès-verbal de la dernière réunion doit être présenté au conseil aux fins d'approbation dans les deux langues officielles, tel qu'il a été distribué, 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

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 seules les recommandations du comité plénier seront examinées aux fins d'adoption tors d'une réunion ordinaire du conseil.

20.4 Approbation du procès-

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.

The record made shall be available for inspection in the office of the Clerk during regular business hours.

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 Budget Committee of the Whole - establishment

There shall be a Budget Committee of the Whole.

21.3 Budget Committee of the Whole - responsibilities

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.

Archives publiques: réunions à huis clos

Un registre des réunions à huis clos doit être préparé et signé par le greffier/la greffière 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.

Ledit registre peut être examiné par le public au bureau du greffier/greffière aux heures normales d'ouverture.

Comites

21.1 Création: comités permanents, au besoin

Le conseil peut, par voie d'arrête 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 plénier des budgets: création

Un comité plénier des budgets doit être créé.

21.3 Comité plénier des budgets: responsabilités

The Budget Committee of the Whole shall consider matters and issues relating to the preparation, administration and monitoring of the operating and capital budgets of the Corporation, Water and Sewerage Utility, Trust Funds and other current and long-range fiscal planning for the Corporation.

21.4 Budget Committee of the Whole - Chair - Vice-Chair

The Mayor and in his/her absence the Deputy Mayor shall serve as the Chair of the Budget Committee of the Whole.

21.5 Budget Committee of the Whole - meetings - day - time

Meetings of the Budget Committee of the Whole may be called by the Chair whenever he/she considers it necessary.

21.6 Budget Committee of the Whole - business - procedure

The business of the Budget Committee of the Whole shall be conducted in accordance with the rules governing the procedure of Committee of the Whole.

21.7 Special Committee - Appointment - by Council

Council may by resolution appoint a Special Committee to consider and report on a specific subject, project or undertaking.

21.8 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.

Le comité plénier des budgets doit examiner les questions et problèmes liés à la préparation, à la gestion et à la surveillance des budgets de dépense et d'immobilisations de la Corporation, du réseau d'aqueduc et d'égouts, des fonds en fiducie et d'autre planification fiscale en cours et à long terme de la Corporation.

21.4 Comité plénier des budgets: président et vice-président/présidente et vice-présidente

Le maire ou, en son absence, le maire adjoint doit assumer la présidence du comité plénier des budgets.

21.5 Comité plénier des budgets: réunions, jour et heure

Les réunions du comité plénier des budgets peuvent être convoquées par le président/la présidente lorsqu'il le juge nécessaire.

21.6 Comité plénier des budgets: activités, procédure

Les activités du comité plénier des budgets doivent être menées conformément aux règles régissant la procédure du comité plénier.

21.7 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.

21.8 Président/Présidente: 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/présidente du comité, et en l'absence de telles directives, le comité doit nommer son propre président/présidente;
- b) doit déterminer si les règles de procédure du comité plénier s'appliquent ou non au comité spécial.

21.9 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.

21.10 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 counted in determining the number required for a quorum or whether a quorum is present.

21.11 Committee Meetings - open to public

All meetings of a committee of Council shall be open to the public. Sections 7.3 to 7.6 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 - prepared by Clerk

The Clerk shall prepare an agenda for all Committee of the Whole meetings.

22.2 Agenda - delivery - to members - prior to meetings

The Clerk shall use his/her best efforts to ensure that the agenda and Council kit for regular, budget and special meetings of Committee of the Whole are available in electronic or printed format to each Committee of the Whole 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 - to officials -

21.9 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.

21.10 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 compris droit de faire des propositions et de voter, mais n'est pas compté dans la détermination du nombre requis pour un quorum ou s'il y a un quorum.

21.11 Réunions des comités: ouvertes au public

Toutes les réunions d'un comité du conseil doivent être ouvertes au public. Les sections 7.3 à 7.6 inclusivement doivent s'appliquer 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/la greffière

Le greffier/la greffière doit préparer un ordre du jour pour toutes les réunions du Comité plénier.

22.2 Ordre du jour: distribution préalable aux membres

Le greffier/la greffière doit faire tout son possible pour s'assurer que l'ordre du jour et de la trousse présentée aux membres dans le cadre des réunions ordinaires, budgétaires et extraordinaires du Comité plénier sont disponibles sous forme électronique ou imprimée tous les membres du Comité plénier de manière à ce qu'ils les reçoivent toujours le jeudi de la semaine précédant celle où se tiendra la réunion.

22.3 Ordre du jour: membres du conseil

staff - public hearing

The Clerk shall use his/her best efforts to ensure that copies of the agenda and Council kit for regular, budget and special meetings of Committee of the Whole are distributed in electronic or printed format to all Corporation officials and staff, who are to receive copies thereof as determined by the City Manager, on the Thursday of the week preceding the week of the meeting.

**22.4 Agenda - not delivered -
on schedule - meeting valid**

Failure by the Clerk to meet the schedule set out in Sections 22.2 and 22.3 will not invalidate the Committee of the Whole meeting or any proceedings thereat.

22.5 Agenda - submission - filing deadline

All submissions for inclusion in the agenda for regular, budget 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.

22.6 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.

**22.7 Chair - to preside - all
meetings - voting authority**

The Mayor and in his/her absence the Deputy Mayor shall serve as the Chair of the Committee of the Whole. The Committee Chair, or in his/her 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.

et employés - audience publique

Le greffier/la greffière 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, budgétaires et extraordinaires du Comité plénier soient transmises sous forme électronique ou imprimée 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: défaut de distribution à
temps, validité de la réunion**

Si le greffier/la greffière ne respecte pas le calendrier établi aux sections 22.2 et 22.3, la réunion du Comité plénier ou les délibérations n'en seront pas invalidées pour autant.

**22.5 Ordre du jour: présentations,
délai de dépôt**

Le greffier/la greffière doit avoir reçu toutes les présentations à mettre à l'ordre du jour des réunions ordinaires, budgétaires et extraordinaires du Comité plénier au plus tard à 16 h le mercredi précédant la date de la réunion.

**22.6 Ordre du jour: réunions extraordinaires,
rédaction**

Dans le cadre des réunions extraordinaires du Comité plénier, l'ordre du jour doit être préparé selon les exigences du président/présidente du comité ou, dans le cas d'une pétition, du greffier/greffière.

**22.7 Président/Présidente: 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/la présidente du comité ou, en l'absence du président/présidente, 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.

22.9 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.

22.10 Quorum - majority of members

A quorum of any Committee of the Whole shall be the majority of its members.

22.11 Meeting- day – time - 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 falling between the bi-weekly regular council meetings.
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 hours notice of cancellation is provided by the Clerk to each member of the Committee of the Whole in accordance with the provisions of paragraphs 6.3(a), (b), (c) and also to the public in accordance with the provisions of subsection 5.9; or

22.8 Vote: égalite, négatif

Dans le cas d'un partage égal des votes, le président/la présidente du comité ne doit pas disposer d'un second vote ou d'une voix prépondérante et on doit juger que la question a fail l'objet d'une décision négative.

22.9 Président/Présidente 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/présidente du conseil lors d'une réunion du conseil.

22.10 Quorum - majorité des membres

«Quorum» désigne la majorité des membres d'un 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 doivent être fixées avant la tenue d'une réunion ordinaire du conseil à une date que fixera le greffier/la greffière ou le lundi de la semaine précédant ou suivant les réunions ordinaires du conseil tenues à la quinzaine.
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 heures est donné à chaque membre du Comité plénier par le greffier/la greffière, conformément aux dispositions des alinéas 6.3a), b), c), ainsi qu'au public conformément aux dispositions du paragraphe 5.9; ou

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 the provisions of paragraphs 6.3(a), (b), (c); and the Clerk endeavours to post notice of cancellation on the City's website.

22.12 Special meeting- called- by Chair

A special meeting of a Committee of the Whole may be called by the Committee Chair whenever he/she considers it necessary.

22.13 Special meeting - called - written request - majority

The Committee Chair or in the case of his/her neglect or failure, the Clerk, shall call a special meeting of Committee of the Whole whenever three of the 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,

c) lorsqu'un avis n'est pas donné conformément aux dispositions du sous-alinéa b., avec le consentement écrit des deux tiers des membres du Comité plénier, si un avis d'annulation est subséquemment donné à chaque membre du Comité plénier par le greffier/la greffière, conformément aux dispositions des alinéas 6.3a), b), c); et que le greffier/la greffière tente d'afficher l'avis d'annulation sur le site Web de The City.

22.12 Réunion extraordinaire: convoquée par le président/la présidente

Une réunion extraordinaire d'un Comité plénier peut être convoquée par le président/la présidente du comité lorsqu'il/elle juge nécessaire.

22.13 Réunion extraordinaire: convocation, demande par écrit, majorité

Le président/la présidente du comité ou, en cas de négligence ou de manquement du président/présidente, le greffier/greffière peut convoquer une réunion extraordinaire du Comité plénier lorsque trois des membres de ce comité demandent par écrit la tenue d'une telle réunion.

22.14 Réunion extraordinaire: Comité plénier, procédures

Les dispositions de la section 6 s'appliquent aux réunions extraordinaires du Comité plénier, avec les modifications nécessaires.

22.15 Activités: procédures, exceptions

Les activités du Comité plénier doivent être menées conformément aux règles régissant la procédure du conseil, dans la mesure où elles peuvent s'appliquer, sauf indications contraires de la présente section.

22.16 Intervention: limitation

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

however each time a member speaks to a motion, he shall only speak for a maximum of 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.

22.19 Motion - to close debate - prohibited

A motion to put the previous question shall not be permitted in Committee of the Whole.

22.20 Chair - permitted a position - without leaving

The Committee Chair or other presiding member may take a definite position and endeavor to persuade the Committee of the Whole on that position without leaving the chair in Committee of the Whole.

22.21 Point of order - procedure - decision - Chair

When a point of order or 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.

22.22 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 shall be submitted to the City Clerk prior to 4:00 p.m. on the Wednesday preceding the scheduled Committee of the Whole meeting.

22.23 Delegation/Presentation - prior notice

s'exprime sur une proposition, il ne s'exprimera que pour une durée maximale de trois 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 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 Président/Présidente: autorisé à adopter une position, sans quitter la présidence

Le président/la présidente 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 Rappel au règlement: procédure, décision, président /présidente

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 Délégations: intervention, règles

Lorsqu'une personne ou le représentant d'un groupe doit s'adresser au Comité plénier, une copie de la présentation doit être soumise au greffier/greffière avant 16 h le mercredi précédant la réunion prévue du Comité plénier.

22.23 Délégations et présentations: préavis

When a person or representative of any group of persons wishes to address Committee of the Whole he/she shall submit a request in writing to the City Clerk, addressed to the Mayor and Council, prior to 4:00 p.m. on the Wednesday preceding a Regular Council meeting.

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/greffière, 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 membership of Council.

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 Address - maximum duration

Except with the majority consent of the Committee of the Whole, no person shall address the Committee for more than twenty minutes, exclusive of the time required to answer questions put to him/her by the Committee, except that a group of persons may have more than one spokesperson provided that the total length of time such spokesperson addresses the Committee shall not exceed thirty minutes, exclusive of the time required to answer questions put to them by Committee.

22.25 Adresse: durée maximale

Sauf sur consentement majoritaire du Comité plénier, personne ne peut s'adresser au comité pendant plus de vingt minutes, sans compter le temps nécessaire pour répondre aux questions que lui pose le comité, mis à part le fait qu'un groupe de personnes puisse avoir plus d'un porte-parole, à condition que la période totale durant laquelle les porte-parole s'adressent au comité ne dépasse pas vingt minutes, sans compter le temps nécessaire pour répondre aux questions que leur pose le comité.

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 pm on the Wednesday before the meeting of Committee of the Whole and shall provide the background associated with the item and the proposed motion.

22.26 Nouvelle proposition: avis, par écrit, délai

Un membre du Comité plénier qui veut présenter une proposition différente de celles énumérées dans les sections 16.7 à 16.23 inclusivement aux fins d'examen par le Comité plénier doit présenter la proposition par écrit au greffier/greffière avant 16 h le mercredi précédant la réunion du Comité plénier et doit comprendre des renseignements généraux relatifs à la question et à la proposition présentée.

22.27 Report - to Council - all matters - recommendations

22.27 Rapport: à l'intention du conseil, toutes questions, recommandations

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.

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 Minutes - Committee of the Whole-taken by Clerk

The Clerk or any employee of the Corporation designated by the Clerk shall take minutes of the Committee of the Whole meetings.

22.28 Procès-verbal: Comité plénier, rédigé par le greffier/la greffière

Le greffier /la greffière ou un employé de la Corporation nommé par le greffier/la greffière doit rédiger les procès- verbaux des réunions du Comité plénier.

22.29 Open meetings - exception

The provision of Sections 7.2 through 7.6 inclusive, regarding closing meetings to the public, apply to 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.

22.29 Réunions publiques: exceptions

Les dispositions prévues aux sections 7.2 à 7.6 inclusivement concernant la tenue de réunions privées s'appliquent aux réunions ordinaires et extraordinaires du Comité plénier. De plus, les réunions du Comité plénier doivent être publiques, sous réserve de la *Loi sur la Gouvernance Locale*.

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.

22.30 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 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.

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 qu'une telle demande ne requière pas la présentation d'une proposition.

Enactment

Mise en Vigeur

23.1 Effective Date

23.1 Date d'entrée en vigueur

Le présent arrêté entrera en vigueur le 3 mai 2021.

This By-law shall come into force on the 3rd day of May, 2021.

Repeal

29 A By-law of The City of Saint John enacted on the 29th day of November, 2010 entitled “*By-law Number M-5, A By-law Respecting the Procedures of the Common Council of The City of Saint John*” and all amendments thereto are repealed.

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. 2021 and signed by:

Abrogation

29 L’arrêté de The City of Saint John édicté le 29 novembre 2010 et intitulé « *Arrêté N° M-5, Arrêté concernant le Règlement Intérieur du Conseil Communal de The City of Saint John* », ensemble ses modifications, est abrogé.

EN FOI DE QUOI, The City of Saint John a fait apposer son sceau municipal sur le présent arrêté le _____ 2021, avec les signatures suivantes :

Mayor/Maire

City Clerk/Greffier de la ville

First Reading -
Second Reading -
Third Reading -

Première lecture -
Deuxième lecture -
Troisième lecture -

SCHEDULE A
TABLE OF
PRECEDENCE

<p>1. MOTION TO SET THE DATE AND TIME OF THE NEXT MEETING ·</p> <ul style="list-style-type: none"> – Requires a mover and a seconder – Requires, for adoption, a majority vote – May be debated, but only as to the date and time. 	<ul style="list-style-type: none"> • Ensure that those who must leave, know the time and place of the next meeting.
<p>2. MOTION TO SET THE TIME TO ADJOURN</p> <ul style="list-style-type: none"> – Requires a mover and a seconder – Requires, for adoption, a majority vote – May be debated, but only as to the time of the adjournment 	<ul style="list-style-type: none"> • To limit the length of the meeting.
<p>3. MOTION TO ADJOURN</p> <ul style="list-style-type: none"> – Requires a mover and a seconder – Requires for adoption, a majority vote – May not be debated 	<ul style="list-style-type: none"> • To terminate meeting.
<p>4. MOTION TO RECESS</p> <ul style="list-style-type: none"> – Requires a mover and a seconder – Requires a majority vote – Must not be debated 	<ul style="list-style-type: none"> • Cooling off period.
<p>5. MOTION TO RAISE A QUESTION OF PRIVILEGE</p> <ul style="list-style-type: none"> – Requires a mover only, who may interrupt another speaker – Requires no vote – Must not be debated 	<ul style="list-style-type: none"> • Ventilation • Disorder in gallery • Any rights of members
<p>6. MOTION TO RAISE A POINT OF ORDER</p> <ul style="list-style-type: none"> – Requires a mover only, who may interrupt another speaker Requires no vote – Must not be debated 	<ul style="list-style-type: none"> • To call attention • Failure to observe rules.
<p>7. MOTION TO LAY ON THE TABLE OR MOTION TO REMOVE FROM THE TABLE</p> <ul style="list-style-type: none"> – Requires a mover and a seconder Requires a majority vote – Must not be debated 	<ul style="list-style-type: none"> • Consider immediately.
<p>8. MOTION TO PUT THE PREVIOUS QUESTION</p> <ul style="list-style-type: none"> – Requires a mover and a seconder – Requires a two-thirds vote – Must not be debated 	<ul style="list-style-type: none"> • To limit amendments and force a direct vote on the main motion.

<p>9. MOTION TO DEFER TO A DEFINITE DATE AND TIME</p> <ul style="list-style-type: none">- Requires a mover and a seconder- Requires a majority vote- May be debated, but only as to the time	<ul style="list-style-type: none">• Make way for more urgent business.• Cooling off period.• Postpone• Way of determining support
<p>10. MOTION TO REFER (e.g. TO A STANDING OR SPECIAL COMMITTEE)</p> <ul style="list-style-type: none">- Requires a mover and a seconder- Requires a majority vote- May be debated only on the propriety of the referral	<ul style="list-style-type: none">• When additional information or discussion is needed.
<p>11. MOTION TO AMEND</p> <ul style="list-style-type: none">- Requires a mover and a seconder- Requires a majority vote- May be debated	<ul style="list-style-type: none">• To add, delete, or substitute words in the main motion.
<p>12. THE MAIN MOTION</p> <ul style="list-style-type: none">- Requires a mover and a seconder- Requires a majority vote- May be debated	<ul style="list-style-type: none">• The proposal before the meeting.
<p>13. MOTION TO RESCIND</p> <ul style="list-style-type: none">- Requires a mover and seconder- Requires a majority vote when a notice of motion has been provided- Requires a two-thirds vote when a notice of motion has not been provided to Council- May be debated	<ul style="list-style-type: none">• Annul a motion that has been passed.

ANNEX A

TABLE DE PRÉCÉDENCE

<p>1. PROPOSITION POUR FIXER LA DATE ET L'HEURE DE LA PROCHAINE REUNION</p> <ul style="list-style-type: none">– Requiert un auteur et un appuieur.– Pour que la proposition soit adoptée, le vote doit être majoritaire.	<ul style="list-style-type: none">• Pour assurer que les personnes devant s'absenter connaissent la date, l'heure et le lieu de la prochaine réunion.
<p>2. PROPOSITION VISANT À FIXER L'HEURE DE L'AJOURNEMENT</p> <ul style="list-style-type: none">– Requiert un auteur et un appuieur.– Pour que la proposition soit adoptée, le vote doit être majoritaire.– La proposition peut faire l'objet d'une discussion ne portant que sur l'heure de l'ajournement.	<ul style="list-style-type: none">• Pour limiter la durée de la reunion.
<p>3. PROPOSITION D'AJOURNEMENT</p> <ul style="list-style-type: none">– Requiert un auteur et un appuieur.– Pour que la proposition soit adoptée, le vote doit être majoritaire.– Ne doit pas faire l'objet d'une discussion.	<ul style="list-style-type: none">• Pour mettre fin à la reunion.
<p>4. PROPOSITION DE PAUSE</p> <ul style="list-style-type: none">– Requiert un auteur et un appuieur.– La proposition nécessite un vote majoritaire.– Ne doit pas faire l'objet d'une discussion.	<ul style="list-style-type: none">• Période de détente.
<p>5. PROPOSITION POUR SOULEVER UNE QUESTION DE PRIVILÈGE</p> <ul style="list-style-type: none">– Ne requiert qu'un auteur qm peut interrompre un autre intervenant.– Ne requiert aucun vote.– Ne doit pas faire l'objet d'une discussion.	<ul style="list-style-type: none">• Ventilation• Désordre dans la tribune• Tous les droits des members

<p>6. PROPOSITION POUR FORMULER UN RAPPEL AU RÈGLEMENT</p> <ul style="list-style-type: none"> - Ne requiert qu'un auteur qm peut interrompre un autre intervenant. - Ne requiert aucun vote. - Ne doit pas faire l'objet d'une discussion. 	<ul style="list-style-type: none"> • Pour porter une question à l'attention des members. • Défaut de se conformer aux règles.
<p>7. PROPOSITION POUR SOUMETTRE UNE QUESTION OU PROPOSITION POUR RETIRER UNE QUESTION</p> <ul style="list-style-type: none"> - Requier un auteur et un appuieur. - La proposition nécessite un vote majoritaire. - Ne doit pas faire l'objet d'une discussion. 	<ul style="list-style-type: none"> • Prendre en consideration immédiatement.
<p>8. PROPOSITION POUR QUE LES MEMBRES SE PRONONCENT SUR LA QUESTION PRÉCÉDENTE</p> <ul style="list-style-type: none"> - Requier un auteur et un appuieur. - Pour être adoptée, la proposition nécessite les deux tiers des votes. - Ne doit pas faire l'objet d'une discussion. 	<ul style="list-style-type: none"> • Pour limiter les modifications et forcer un vote direct sur la proposition principale.
<p>9. PROPOSITION POUR REPORTER UNE QUESTION À UNE DATE ET À UNE HEURE PRÉCISES</p> <ul style="list-style-type: none"> - Requier un auteur et un appuieur. - La proposition nécessite un vote majoritaire. - La proposition peut faire l'objet d'une discussion ne portant que sur la date et l'heure. 	<ul style="list-style-type: none"> • Faire place à des questions plus urgentes. • Période de détente. • Report. • Façon de déterminer le soutien.
<p>10. PROPOSITION POUR TRANSMETTRE UNE QUESTION (p. ex. À UN COMITÉ PERMANENT OU À UN COMITÉ SPÉCIAL)</p> <ul style="list-style-type: none"> - Requier un auteur et un appuieur. - La proposition nécessite un vote majoritaire. - Pourrait être seulement débattu sur la bienséance de la référence 	<ul style="list-style-type: none"> • Lorsq' il est nécessaire d'obtenir des renseignements supplémentaires ou de tenir d'autres discussions.
<p>11. PROPOSITION DE MODIFICATION</p> <ul style="list-style-type: none"> - Requier un auteur et un appuieur. - La proposition nécessite un vote majoritaire. - Peut faire l'objet d'une discussion. 	<ul style="list-style-type: none"> • Pour ajouter, supprimer ou substituer des mots dans la proposition principale.

<p>12. LA MOTION PRINCIPALE</p> <ul style="list-style-type: none">- Requiert un auteur et un appuieur.- La proposition necessite un vote majoritaire.- Peut faire l'objet d'une discussion.	<ul style="list-style-type: none">• La proposition soumise à l'assemblée.
<p>13. PROPOSITION DE RÉVOCATION</p> <ul style="list-style-type: none">- Requiert un auteur et un appuieur.- La proposition nécessite un vote majoritaire lorsqu'un avis d'intention a été donné.- 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- Peut faire l'objet d'une discussion.	<ul style="list-style-type: none">• Pour annuler une proposition qui a été adoptée.

SCHEDULE B

PROCEDURE FOR STATUTORY PUBLIC HEARING

1. Immediately prior to the opening of the public hearing, and at the discretion of the City Manager, City staff may make a presentation to Council providing an overview of the proposal.
2. The Mayor, or Deputy Mayor, will open the public hearing.
3. The Mayor, or Deputy Mayor, will first call upon members of the public to voice their objections to the proposal, and then call upon members of the public to speak in favour of the proposal. Each member of the public will be allotted a maximum of ten minutes to address Council.
4. Following each member of the public's allotted speaking time, members of Council may pose questions to them.
5. Once all members of the public have spoken, members of Council may ask questions of the City Manager on the proposal.
6. Once steps 1 to 5 above have been completed, the Mayor, or Deputy Mayor, shall declare that the public hearing is closed.
7. Once the public hearing is closed, Council may:
 - a. debate the proposal;
 - b. make amendments that do not require re-advertising or reopening the public hearing;
 - c. pass, defeat or postpone the item; or
 - d. refer the item to the City Manager.

ANNEXE B
PROCÉDURE RELATIVE AUX AUDIENCES PUBLIQUES

1. Immédiatement avant l'ouverture de l'audience publique, et à la discrétion du directeur général, un employé municipal peut effectuer une présentation au conseil fournissant un aperçu de la proposition.
2. Le maire ou le maire suppléant ouvrira l'audience publique.
3. Le maire ou le maire suppléant fera d'abord appel aux membres du public pour qu'ils présentent leurs objections à la proposition. Il fera ensuite appel aux membres du public pour qu'ils s'expriment en faveur de la proposition. Chaque membre du public se verra accorder un maximum de dix minutes pour s'adresser au conseil.
4. Suivant le temps de parole accordé à un membre du public, les membres du conseil pourront lui poser des questions.
5. Une fois que tous les membres du public auront pris la parole, les membres du conseil pourront poser des questions au directeur général au sujet de la proposition.
6. Une fois que les étapes 1 à 5 ci-haut auront été complétées, le maire ou le maire suppléant déclarera l'audience publique terminée.
7. Une fois que l'audience publique est terminée, 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;
 - d. renvoyer le point au directeur général.

SCHEDULE C

FINANCIAL POLICIES

- 1) **FAS-001** Asset Management Policy
- 2) **FAS-002** Investment Management Policy
- 3) **FAS-003** Reserves Policy
- 4) **FAS-004** Operating Budget Policy
- 5) **FAS-005** Capital Budget Policy
- 6) **FAS-006** Debt Management Policy
- 7) **FAS-007** Wage Escalation Policy
- 8) **FAS-020** Long-term Financial Plan Policy
- 9) **FAS-021** Budget Monitoring Policy

Received Date	April 28, 2021
Meeting Date	May 03, 2021
Open or Closed	Open Session

Deputy Mayor Shirley McAlary and Members of Common Council

Subject: Direct Racial Discrimination

Background:

In June of 2020 thousands of people gathered in king square to honor George Floyd and demand action on systemic racism and racial discrimination. In July of 2020, a motion was supported unanimously by council, calling on the Federal Government and the Provincial governments to make racial discrimination illegal. Furthermore, the motion directed the city manager to explore options available to the city of Saint John, to take tangible actions at the local level.

In September of 2020, a report was brought to council by the city Solicitor, that explored the complexities, legislative authorities, and options for the city to act. That report was received and filed.

The City of Saint John must recognize the reality of systemic racism in New Brunswick and the city must mitigate systemic racism because systems are how racism lives on. To do this it must operate according to the values of openness, transparency, accountability, and public trust.

In the last two weeks, we saw another issue receive swift action from staff and council, after two citizens asked us to join a movement, calling on the eradication of nuclear weapons. This was unanimously supported by council and I agree with that decision.

I am asking council to revisit the issue of systemic racism, racial discrimination, and act. Over the last year my office has continued to dialogue with community leaders, all levels of government and explored options for commitment and action by municipal governments. For example, UNESCO (Canadian Commission for UNESC), has developed a Coalition of Municipalities Against Racism and Discrimination.)

Listed below are sample action from the coalition.

Common commitments and sample actions against racism and discrimination

Municipalities are urged to develop their own plan of action in keeping with these ten Common Commitments addressing three areas of municipal responsibility:

- The municipality as a guardian of the public interest
- The municipality as an organization in the fulfillment of human rights
- The municipality as a community sharing responsibility for respecting and promoting human rights and diversity



In undertaking these Commitments and in developing unique plans of action for addressing racism and discrimination, municipalities are encouraged to take a participative approach that will engage Aboriginal peoples and initiate dialogue among diverse communities.

The municipality as a guardian of the public interest

Increase vigilance against systemic and individual racism and discrimination.

Sample actions:

- Support or establish, in collaboration with community organizations, a monitoring and rapid response system or network to identify and respond to acts of racism, hate crimes and incidents, including bringing such incidents to the attention of the appropriate authorities.
- Support or establish a mechanism for consultation with a network of groups and individuals involved in the struggle against racism and discrimination (e.g., NGOs, Aboriginal organizations, youth, artists, police services, the judiciary, provincial and territorial human rights commissions *etc.*).
- Report regularly on the incidence of hate crimes and responsive actions taken.

Monitor racism and discrimination in the community more broadly as well as municipal actions taken to address racism and discrimination.

Sample actions:

- Make use of existing data and research or initiate or facilitate appropriate collection and use of data, on incidents of hate activities, racism, and discrimination in the community, and share results in a manner that advances human rights.
- Collect and evaluate data and information on racism and discrimination in specific fields of municipal endeavour, such as housing, recreation, culture, and other social programs.
- Define achievable objectives and apply common indicators to assess incidents and trends in racism and discrimination, such as racial profiling, as well as the impact of municipal policies and programs.

Inform and support individuals who experience racism and discrimination.

Sample actions:

- Use awareness materials and campaigns to inform citizens about their rights and obligations, including available resources and mechanisms for prevention and redress, as well as penalties for racist acts or behaviour and other forms of discrimination.
- Establish or enhance existing complaint mechanisms within the municipality's authority (ombudsperson, anti-discrimination unit, *etc.*) to deal with allegations of systemic and individual acts of racism and discrimination.
- Establish protocols to liaise with organizations such as human rights commissions, legal clinics, and community advocacy or counselling services that can help facilitate prevention, interventions, and remedies for those who experience racism and discrimination.

Support policing services in their efforts to be exemplary institutions in combating racism and discrimination.

Sample actions:

- Consult with local communities to hear concerns and receive input on responsive measures.
- Establish or enhance a comprehensive anti-racism and anti-discrimination vision statement and implement effective policies and procedures (including a complaints mechanism), as well as staff training



to help prevent and respond to issues of racism and discrimination in policing services and in the community.

- Implement measures or programs to promote accountability of, and public confidence in, policing services, as well as ensure appropriate representation of Aboriginal and racialized groups in recruitment and at all levels of the organization.

The municipality as an organization in the fulfillment of human rights

Provide equal opportunities as a municipal employer, service provider, and contractor.

Sample actions:

- Develop, implement, promote, and enforce anti-racism strategies, policies, and procedures, including complaints and dispute resolution mechanisms, within the municipal organization.
- Examine equity at a systemic level, such as auditing different aspects of the municipality's operations, including corporate planning, policy and program development, and procedures and practices with respect to employment, service delivery and contracting, as well as organizational culture; take steps to eliminate barriers; and finally, measure progress.
- Educate and sensitize elected officials and civil servants on mutual respect, citizenship, and the obligation to protect and promote human rights.

Support measures to promote equity in the labour market.

Sample actions:

- In partnership with local chambers of commerce, set up a certification program for businesses, organizations, and professional bodies to integrate mechanisms into their own organizations for combating racism and building inclusive and respectful workplaces.
- Facilitate monitoring and removal of systemic barriers that impede fair and equitable access for full participation of Aboriginal and racialized communities in the economic life of the municipality, as well as access to professions and trades for foreign trained professionals.
- Make business licensing renewals conditional upon non-discriminatory policies and practices.

Support measures to challenge racism and discrimination and promote diversity and equal opportunity in housing.

Sample actions:

- Examine housing and urban planning policies and practices and address systemic barriers that have a discriminatory effect on Aboriginal and racialized communities, including the further marginalization of those who are homeless or at risk of homelessness.
- Work with landlords and social housing providers, with the assistance of tenant associations and community organizations, including legal clinics, to adopt equitable policies and practices with respect to qualifying applicants and selecting tenants for market rent units consistent with human rights principles.
- Work with homebuilder, realtor, rental, hotel, tourist, and hospitality associations to draw up anti-discrimination codes of practice for their respective industry businesses and organizations.

The municipality as a community sharing responsibility for respecting and promoting human rights and diversity

Involve citizens by giving them a voice in anti-racism initiatives and decision-making.

Sample actions:

- Take steps to facilitate and increase the representation of Aboriginal and racialized communities on municipal boards, commissions, and committees.
- Organize regular community forums in collaboration with existing organizations and mechanisms to offer citizens an opportunity to discuss and be heard on issues of racism and discrimination in the municipality, including effectiveness of local policies and programs.

- Empower local NGOs and civil society to share information and act against racism and discrimination.

Support measures to challenge racism and discrimination and promote diversity and equal opportunity in the education sector, and in other forms of learning.

Sample actions:

- Encourage the development of teaching materials that promote respect for dignity, human rights, intercultural understanding, dialogue, and peaceful coexistence.
- Support partnerships between educators and front-line community organizations to reach out to vulnerable youth whose access to education is adversely affected by bullying and violence or discriminatory discipline policies or practices.
- Create a program to recognize schools for their anti-racism and anti-discrimination initiatives.

Promote respect, understanding and appreciation of cultural diversity and the inclusion of Aboriginal and racialized communities into the cultural fabric of the municipality.

Sample actions:

- Provide equitable support to cultural projects, programs, events, and infrastructure so that the cultural diversity and heritage of the community can be preserved and diffused in a fair and representative way.
- Support initiatives that increase expertise and capacity within ethno-cultural organizations to effect change in their communities and enable their members to participate fully in society.
- Promote awareness of the fact that integration of a community's cultural fabric, together with its economic, educational, social and security interests, strengthens and benefits the whole community.

Appendix. PDF Coalition of Municipalities Against Racism and Discrimination handbook.

Motion:

Direct the City Manager to investigate and report back on the City of Saint John, joining on as a member of the UNESCO Coalition of Municipalities Against Racism and Discrimination. Furthermore, that the City Manager through his resources, follow up for a progress update, with the appropriate Federal and Provincial governments on our requests from July 2020, to make racial discrimination a criminal offense.

Respectfully Submitted,

(Received via email)

Don Darling
Mayor
City of Saint John



SAINT JOHN

P.O. Box 1971 Saint John, NB Canada E2L 4L1 | www.saintjohn.ca | C.P. 1971 Saint John, N.-B. Canada E2L 4L1

CALL
FOR

Coalition of
Municipalities Against

RACISM
AND DISCRIMINATION

SHARING RESPONSIBILITY



CANADIAN COMMISSION FOR UNESCO
COMMISSION CANADIENNE POUR L'UNESCO
www.unesco.ca

257



Ontario
Human Rights Commission
Commission ontarienne des
droits de la personne
www.ohrc.on.ca

The Canadian Commission for UNESCO is inviting municipalities from across Canada to join a Canadian Coalition of Municipalities Against Racism and Discrimination and be part of a larger international coalition being promoted by UNESCO. This booklet provides information that will be useful in understanding some of the important details of this Coalition. The first section describes the importance of establishing a Coalition in Canada and how municipalities and other organizations and individuals can become involved. The next section outlines a ten-point plan of action that sets out Common Commitments and sample actions which municipalities may undertake to counter racism and discrimination in their areas of responsibility. Next, a model declaration is provided that mayors are invited to sign signifying the municipality's commitment to join the Coalition. The final section sets out the international, national and provincial/territorial legal framework for human rights obligations in Canada, a solid foundation for supporting a Coalition of Municipalities Against Racism and Discrimination.

COALITION OF MUNICIPALITIES AGAINST RACISM AND DISCRIMINATION

COMMITMENTS

DECLARATION

HUMAN RIGHTS
FRAMEWORK

Why do we need a Coalition?

Canada along with its provinces and territories has an exceptional system of human rights laws and ratified international treaties. Nevertheless, as in other parts of the world, racism and discrimination continue to raise barriers against the development of individuals and groups. Racism and discrimination divide communities, pose a serious threat to peaceful coexistence and exchange among and within communities, imperil democratic and participatory citizenship, and entrench and aggravate inequalities within society.

Racism and discrimination continue to perpetuate the historical disadvantage experienced by Aboriginal peoples and other diverse groups, many of whom are members of Canada's most economically and socially marginalized communities.

Municipal governments, as well as other levels of government in Canada, along with local and national organizations, share responsibility and have an important role to play in combating racism and discrimination and fostering equality and respect for all citizens.

Local communities function at the most practical level and are most involved in the lives their residents. They are an ideal place to develop policies, programs and strategies, and take meaningful action toward eliminating racism and discrimination.

A Canadian Coalition of Municipalities Against Racism and Discrimination will help broaden and strengthen our society's ability to protect and promote human rights through coordination and shared responsibility among local governments, civil society organizations and other democratic institutions.

By taking action to combat racism and multiple forms of discrimination, municipalities are able to build respectful, inclusive and safe societies where everyone has an equal opportunity to participate in the economic, social, cultural, recreational and political life of the community.

How will municipalities benefit?

By joining together in a Coalition, municipalities will be able to:

- Document and advance work within their own jurisdiction in combating racism and discrimination and building more inclusive communities
- Exchange practices and expertise among municipalities and groups in Canada and around the world
- Cooperate and share responsibility with other institutions and members of civil society to take action, including developing better tools to monitor progress

Who is involved?

UNESCO Paris

The call for a Canadian Coalition of Municipalities Against Racism and Discrimination is part of an international movement.

In 2004, the United Nations Educational, Scientific and Cultural Organization (UNESCO) launched the International Coalition of Cities Against Racism initiative. UNESCO's aim was to establish networks of cities in Africa, the Arab states, Latin America and the Caribbean region, North America, the Asia-Pacific region and Europe, interested in sharing experiences to improve their ability to fight racism, discrimination and xenophobia.

UNESCO is providing technical and scientific support to the development of world regional coalitions. It helped to establish the European Coalition, where more than 40 cities have joined so far. UNESCO is also providing assistance in establishing coalitions in Canada and in the Asia-Pacific region through assistance and liaison among world regional coalitions, documentation, dissemination of information, development of proposals for thematic discussions, organization of panels, development of research and evaluation tools, and other support as required.

The Canadian Commission for UNESCO (CCU)

The Canadian Commission for UNESCO initiated the call for a Canadian Coalition of Municipalities Against Racism and Discrimination at the Roundtable on Combating Urban Racism held in Ottawa in January 2005. UNESCO's proposal, based on the European model and adapted for Canadian realities, was initially discussed with potential partners, including the cities of Gatineau, Montreal, Ottawa, Toronto and Vancouver, as well as non-governmental organizations, researchers and human rights commissions. The idea of involving Canada in an international platform of exchange and solidarity against racism and discrimination was well received.

CCU is now working with a number of partners across the country and has had considerable success in reaching out to local communities and national networks.

Pan-Canadian Working Group

A Pan-Canadian Working Group led by CCU with partners from across Canada¹ is spreading the word about the initiative. The Working Group has proposed a declaration of Common Commitments and sample actions and is holding workshops and consultations with a wide range of stakeholders, including communities, institutions, and various local, provincial, territorial and federal government bodies, to seek their support and input on the initiative. The Working Group has also proposed a process for municipal governments to join the Coalition and is helping to mobilize other stakeholders in these efforts. Several municipalities have already officially declared their intent to join the Coalition.

Action Research

Research is key to developing indicators and standards, generating data, sharing best practices and measuring progress. Research being undertaken by UNESCO, along with other organizations and municipalities, will help to improve the capacity to track and evaluate the impact of actions taken to address racism and discrimination, and to showcase examples of effective policies and programs. UNESCO has sponsored a preliminary study to understand the use of indicators by municipalities as a means to evaluate the success of their policies and activities to combat racism and discrimination. The study, conducted by the Centre for Research on Immigration, Ethnicity and Citizenship (CRIEC)², looked at indicators for the cities of Boston, Montreal, Saskatoon, Stockholm, Toronto and Vancouver. Those involved in related research are invited to contact the CCU to explore ways to contribute to the Coalition initiative.

How can municipalities participate?

Municipal governments are invited to:

- Contact the Canadian Commission for UNESCO to learn more about the Coalition
- Discuss the benefits of joining the Coalition with community organizations and other stakeholders
- Send a letter from the mayor to the Canadian Commission for UNESCO expressing the municipality's interest in joining the Coalition
- Develop and promote the initiative within the municipality
- Take steps to have the municipal council pass a resolution to sign the Declaration of the Canadian Coalition of Municipalities Against Racism and Discrimination, supporting the Common Commitments listed in this booklet and pledging to develop or reaffirm its own plan of action
- Evaluate activities already being undertaken by the municipality that correspond to one or more of the Common Commitments
- Identify new actions relating to one or more of the Common Commitments that the municipality will undertake in the coming years
- Monitor, evaluate and report on progress made
- Encourage other municipal governments to join the Coalition

How can individuals and organizations contribute?

Eliminating racism and discrimination is everyone's responsibility. The role of local and national organizations, researchers, community groups, public and private institutions, other levels of government, and interested individuals is essential to the success of the Canadian Coalition of Municipalities Against Racism and Discrimination initiative. Here are some suggestions for getting involved:

- Contact the Canadian Commission for UNESCO to learn more about this initiative
- Contact your municipality to learn if there are plans to join the Coalition
- Broaden awareness by discussing and sharing information about this initiative with other local stakeholders
- Conduct a consultation on the Common Commitments and sample actions against racism and discrimination and determine how your organization could participate in the Coalition
- Write to your mayor to encourage participation in the Coalition
- Ask for this initiative to be put on the agenda of your municipal council and organize members of your community to make a presentation to the council explaining the reasons why belonging to the Coalition could reinforce action against racism and discrimination and benefit the whole community

COALITION

COMMON COMMITMENTS AND SAMPLE ACTIONS AGAINST RACISM AND DISCRIMINATION

Municipalities are urged to develop their own plan of action in keeping with these ten Common Commitments addressing three areas of municipal responsibility:

- The municipality as a guardian of the public interest
- The municipality as an organization in the fulfillment of human rights
- The municipality as a community sharing responsibility for respecting and promoting human rights and diversity

In undertaking these Commitments and in developing unique plans of action for addressing racism and discrimination, municipalities are encouraged to take a participative approach that will engage Aboriginal peoples and initiate dialogue among diverse communities.

DECLARATION

HUMAN RIGHTS FRAMEWORK

The municipality as a guardian of the public interest

1. Increase vigilance against systemic and individual racism and discrimination.

Sample actions:

- Support or establish, in collaboration with community organizations, a monitoring and rapid response system or network to identify and respond to acts of racism, hate crimes and incidents, including bringing such incidents to the attention of the appropriate authorities.
- Support or establish a mechanism for consultation with a network of groups and individuals involved in the struggle against racism and discrimination (e.g. NGOs, Aboriginal organizations, youth, artists, police services, the judiciary, provincial and territorial human rights commissions, etc.).
- Report regularly on the incidence of hate crimes and responsive actions taken.

2. Monitor racism and discrimination in the community more broadly as well as municipal actions taken to address racism and discrimination.

Sample actions:

- Make use of existing data and research, or initiate or facilitate appropriate collection and use of data, on incidents of hate activities, racism and discrimination in the community, and share results in a manner that advances human rights.
- Collect and evaluate data and information on racism and discrimination in specific fields of municipal endeavour, such as housing, recreation, culture and other social programs.
- Define achievable objectives and apply common indicators in order to assess incidents and trends in racism and discrimination, such as racial profiling, as well as the impact of municipal policies and programs.

3. Inform and support individuals who experience racism and discrimination.

Sample actions:

- Use awareness materials and campaigns to inform citizens about their rights and obligations, including available resources and mechanisms for prevention and redress, as well as penalties for racist acts or behaviour and other forms of discrimination.
- Establish or enhance existing complaint mechanisms within the municipality's authority (ombudsperson, anti-discrimination unit, etc.) to deal with allegations of systemic and individual acts of racism and discrimination.
- Establish protocols to liaise with organizations such as human rights commissions, legal clinics, and community advocacy or counselling services that can help facilitate prevention, interventions, and remedies for those who experience racism and discrimination.

4. Support policing services in their efforts to be exemplary institutions in combating racism and discrimination.

Sample actions:

- Consult with local communities to hear concerns and receive input on responsive measures.
- Establish or enhance a comprehensive anti-racism and anti-discrimination vision statement and implement effective policies and procedures (including a complaints mechanism), as well as staff training to help prevent and respond to issues of racism and discrimination in policing services and in the community.
- Implement measures or programs to promote accountability of, and public confidence in, policing services, as well as ensure appropriate representation of Aboriginal and racialized groups in recruitment and at all levels of the organization.

The municipality as an organization in the fulfillment of human rights

5. Provide equal opportunities as a municipal employer, service provider and contractor.

Sample actions:

- Develop, implement, promote and enforce anti-racism and anti-discrimination strategies, policies and procedures, including complaints and dispute resolution mechanisms, within the municipal organization.
- Examine equity at a systemic level, such as auditing different aspects of the municipality's operations, including corporate planning, policy and program development, and procedures and practices with respect to employment, service delivery and contracting, as well as organizational culture; take steps to eliminate barriers; and finally, measure progress.
- Educate and sensitize elected officials and civil servants on mutual respect, citizenship and the obligation to protect and promote human rights.

6. Support measures to promote equity in the labour market.

Sample actions:

- In partnership with local chambers of commerce, set up a certification program for businesses, organizations, and professional bodies to integrate mechanisms into their own organizations for combating racism and building inclusive and respectful workplaces.
- Facilitate monitoring and removal of systemic barriers that impede fair and equitable access for full participation of Aboriginal and racialized communities in the economic life of the municipality, as well as access to professions and trades for foreign trained professionals.
- Make business licensing renewals conditional upon non-discriminatory policies and practices.

7. Support measures to challenge racism and discrimination and promote diversity and equal opportunity in housing.

Sample actions:

- Examine housing and urban planning policies and practices and address systemic barriers that have a discriminatory effect on Aboriginal and racialized communities, including the further marginalization of those who are homeless or at risk of homelessness.
- Work with landlords and social housing providers, with the assistance of tenant associations and community organizations, including legal clinics, to adopt equitable policies and practices with respect to qualifying applicants and selecting tenants for market rent units consistent with human rights principles.
- Work with homebuilder, realtor, rental, hotel, tourist and hospitality associations to draw up anti-discrimination codes of practice for their respective industry businesses and organizations.

The municipality as a community sharing responsibility for respecting and promoting human rights and diversity

8. Involve citizens by giving them a voice in anti-racism initiatives and decision-making.

Sample actions:

- Take steps to facilitate and increase the representation of Aboriginal and racialized communities on municipal boards, commissions and committees.
- Organize regular community forums in collaboration with existing organizations and mechanisms in order to offer citizens an opportunity to discuss and be heard on issues of racism and discrimination in the municipality, including effectiveness of local policies and programs.
- Empower local NGOs and civil society to share information and take action against racism and discrimination.

9. Support measures to challenge racism and discrimination and promote diversity and equal opportunity in the education sector and in other forms of learning.

Sample actions:

- Encourage the development of teaching materials that promote respect for dignity, human rights, intercultural understanding, dialogue and peaceful coexistence.
- Support partnerships between educators and front-line community organizations to reach out to vulnerable youth whose access to education is adversely affected by bullying and violence or discriminatory discipline policies or practices.
- Create a program to recognize schools for their anti-racism and anti-discrimination initiatives.

10. Promote respect, understanding and appreciation of cultural diversity and the inclusion of Aboriginal and racialized communities into the cultural fabric of the municipality.

Sample actions:

- Provide equitable support to cultural projects, programs, events and infrastructure so that the cultural diversity and heritage of the community can be preserved and diffused in a fair and representative way.
- Support initiatives that increase expertise and capacity within ethno-cultural organizations to effect change in their communities and enable their members to participate fully in society.
- Promote awareness of the fact that integration of a community's cultural fabric, together with its economic, educational, social and security interests, strengthens and benefits the whole community.

COALITION

COMMITMENTS

**DECLARATION TO JOIN
THE CANADIAN COALITION
OF MUNICIPALITIES
AGAINST RACISM
AND DISCRIMINATION**

Municipalities wishing to join the Coalition are invited to sign this model declaration.

**HUMAN RIGHTS
FRAMEWORK**

Given that:

1. The Canadian Commission for UNESCO (United Nations Educational, Scientific and Cultural Organization) is calling on municipalities to join a Canadian Coalition of Municipalities Against Racism and Discrimination and be part of UNESCO’s international coalition launched in 2004; and
2. The Federation of Canadian Municipalities endorses the Call for a Canadian Coalition of Municipalities Against Racism and Discrimination and encourages its members to join; and

Whereas:

3. Municipal governments in Canada, along with other levels of government, have responsibilities under Canada’s *Charter of Rights and Freedoms* as well as federal, provincial and territorial human rights codes, and therefore have an important role to play in combating racism and discrimination and fostering equality and respect for all citizens;

Be it resolved that:

4. The Municipality of _____ agrees to join the Coalition of Canadian Municipalities Against Racism and Discrimination and, in joining the Coalition, endorses the Common Commitments and agrees to develop or adapt its own unique Plan of Action accordingly.
5. These Common Commitments and the Municipality’s unique Plan of Action will be an integral part of the Municipality’s vision, strategies and policies.
6. In developing or adapting and implementing its own unique Plan of Action toward progressive realization of the Common Commitments, the Municipality will cooperate with other organizations and jurisdictions, including other levels of government, Aboriginal peoples, public and private sector institutions, and civil society organizations, all of whom have responsibilities in the area of human rights.
7. The Municipality will set its priorities, actions and timelines and allocate resources according to its unique circumstances, and within its means and jurisdiction. The Municipality will exchange its expertise and share best practices with other municipalities involved in the Coalition and will report publicly on an annual basis on actions undertaken toward the realization of these Common Commitments.

(Date)

(Place)

20 (Signature)

COALITION

COMMITMENTS

DECLARATION

**INTERNATIONAL AND
DOMESTIC HUMAN
RIGHTS FRAMEWORK**

Our international, national and provincial/territorial framework for human rights obligations in Canada provides a solid foundation for a Canadian Coalition of Municipalities Against Racism and Discrimination.

International

Among the goals stated in the *Charter of the United Nations* (1945) is to “achieve international cooperation in solving international problems of an economic, social, cultural, or humanitarian character, and in promoting and encouraging respect for human rights and for fundamental freedoms for all without distinction as to race, sex, language, or religion” (article 1.3).

The *Universal Declaration of Human Rights* (1948) stipulates that “all human beings are born free and equal in dignity and rights” (article 1) and that “everyone is entitled to all the rights and freedoms set forth in this Declaration, without distinction of any kind, such as race, colour, sex, language, religion, political or other opinion, national or social origin, property, birth or other status” (article 2).

The *United Nations Declaration on the Elimination of All Forms of Racial Discrimination* (1963) specifies that “discrimination between human beings on the ground of race, colour or ethnic origin is an offence to human dignity and shall be condemned as a denial of the principles of the *Charter of the United Nations*, as a violation of the human rights and fundamental freedoms proclaimed in the *Universal Declaration of Human Rights*, as an obstacle to friendly and peaceful relations among nations and as a fact capable of disturbing peace and security among peoples” (article 1).

The *International Covenant on Civil and Political Rights* (1966) specifies that:

“Each State Party to the present Covenant undertakes to respect and to ensure to all individuals within its territory and subject to its jurisdiction the rights recognized in the present Covenant, without distinction of any kind, such as race, colour, sex, language, religion, political or other opinion, national or social origin, property, birth or other status” (article 2.1);

“Any advocacy of national, racial or religious hatred that constitutes incitement to discrimination, hostility or violence shall be prohibited by law” (article 20.2); and

“All persons are equal before the law and are entitled without any discrimination to the equal protection of the law. In this respect, the law shall prohibit any discrimination and guarantee to all persons equal and effective protection against discrimination on any ground such as race, colour, sex, language, religion, political or other opinion, national or social origin, property, birth or other status” (article 26).

The *International Covenant on Economic, Social and Cultural Rights* (1966) similarly contains provisions that prohibit any form of discrimination, notably discrimination related to race, colour or national/ethnic origin.

The *International Convention on the Elimination of All Forms of Racial Discrimination* (1975) defines racial discrimination as “any distinction, exclusion, restriction or preference based on race, colour, descent, or national or ethnic origin which has the purpose or effect of nullifying or impairing the recognition, enjoyment or exercise, on an equal footing, of human rights and fundamental freedoms in the political, economic, social, cultural or any other field of public life” (article 1), affirms that, among other things, “any doctrine of superiority based on racial differentiation is scientifically false, morally condemnable,

socially unjust and dangerous” and requires states to “pursue by all appropriate means and without delay a policy of eliminating racial discrimination in all its forms and promoting understanding among all races,” and in particular to “engage in no act or practice of racial discrimination against persons, groups of persons or institutions and to ensure that all public authorities and public institutions, national and local, shall act in conformity with this obligation” and to “prohibit and bring to an end, by all appropriate means, including legislation as required by circumstances, racial discrimination by any persons, group or organization.”

The case law of the Committee on the Elimination of Racial Discrimination, in terms of both individual communications and final observations toward the periodic reports from states, is consistent in its fight against discrimination.

The *Declaration and the Programme of Action* released by the World Conference against Racism, Racial Discrimination, Xenophobia and Related Intolerance, held in Durban in September 2001, appeals to the responsibility of various levels of state governments (federal and local) to combat racism and acknowledges that “the fundamental role of civil society in the fight against racism, racial discrimination, xenophobia and related intolerance, in particular in assisting States to develop regulations and strategies, in taking measures and action against such forms of discrimination and through follow-up implementation” (par. 116 of the *Declaration*).

The reports of the Special Rapporteur on contemporary forms of racism, racial discrimination, xenophobia and related intolerance, and the Special Rapporteur on the situation of human rights and fundamental liberties of Aboriginal peoples, which denounce and document numerous situations of racism and discrimination, are also relevant.

National

The *Canadian Charter of Rights and Freedoms* stipulates: “Every individual is equal before and under the law and has the right to the equal protection and equal benefit of the law without discrimination and, in particular, without discrimination based on race, national or ethnic origin, colour, religion, sex, age or mental or physical disability” (section 15.1).

Under the *Canadian Human Rights Act*, “all individuals should have an opportunity equal with other individuals to make for themselves the lives that they are able and wish to have and to have their needs accommodated, consistent with their duties and obligations as members of society, without being hindered in or prevented from doing so by discriminatory practices based on race, national or ethnic origin, colour, religion, age, sex, sexual orientation, marital status, family status, disability or conviction for an offence for which a pardon has been granted.”

The *Citizenship Act* provides that all Canadians, whether by birth or by choice, enjoy equal status, are entitled to the same rights, powers and privileges and are subject to the same obligations, duties, and liabilities.

The *Canadian Multiculturalism Act* provides that the “Government of Canada recognizes the diversity of Canadians as regards race, national or ethnic origin, colour and religion as a fundamental characteristic of Canadian society and is committed to a policy of multiculturalism designed to preserve and enhance the multicultural heritage of Canadians while working to achieve the equality of all Canadians in the economic, social, cultural and political life of Canada,” (Preamble), affirms that multiculturalism “reflects the cultural and racial diversity of Canadian society and acknowledges the freedom of all members of Canadian society to preserve, enhance and share their cultural heritage” (section 3(1)(a)) and that it represents “a fundamental characteristic of the Canadian heritage and identity and that it provides an invaluable resource in the shaping of Canada’s future” (section 3(1)(b)).

The recent *Canada's Action Plan Against Racism* encapsulates a six-point approach:

1. Assist victims and groups vulnerable to racism and related forms of discrimination
2. Develop forward-looking approaches to promote diversity and combat racism
3. Strengthen the role of civil society
4. Strengthen regional and international cooperation
5. Educate children and youth on diversity and anti-racism
6. Counter hate and bias

Under this plan, a number of departments (Citizenship and Immigration Canada, Canadian Heritage, the National Secretariat on Homelessness, the Royal Canadian Mounted Police and Infrastructure Canada) are working with the Federation of Canadian Municipalities to explore diversity and immigration needs in urban policy-making and cooperation with civil society through an initiative called “Our Diverse Cities.”

The *Urban Aboriginal Strategy*, introduced in 1998 under the aegis of the Department of Indian Affairs and Northern Development, addresses, in partnership with stakeholders, the serious socio-economic needs of urban Aboriginal people and the need to improve policy development and program coordination at the federal and provincial level to reduce the level of disparity that urban Aboriginal people currently face, and to offer them better government programs that meet their local needs and priorities.

Provincial/Territorial

Provincial and territorial human rights codes are premised on the principle that all human beings are equal in worth and dignity, and are entitled to equal protection of the law, as well as that every person has a right to full and equal recognition and exercise of his or her human rights and freedoms, without distinction, exclusion or preference based on some or all of the following grounds: race, colour, ancestry, sex, pregnancy, sexual orientation, civil, marital or family status, age, religion, political belief, language, ethnic or national origin, social condition, or disability. Discrimination exists where such a distinction, exclusion or preference has the effect of nullifying or impairing such rights, and human rights codes prohibit discrimination and harassment.

NOTES

- 1 Participants in the Pan-Canadian Working Group led by the Canadian Commission for UNESCO included: the Aboriginal Youth Network, the Alberta Human Rights and Citizenship Commission, the Canadian Race Relations Foundation, the City of Toronto, the Ontario Human Rights Commission and the University of Montreal.
- 2 CRIEC Centre of Research on Immigration Ethnicity and Citizenship, University of Quebec in Montreal, February 2005. On line: www.criec.uqam.ca/pages/frame_set_f/fs_cahiers_f.html
The study is also available from CCU. Please contact Elisabeth Barot at 1-866-669-4346 or at elisabeth.barot@unesco.ca
- 3 In undertaking these Commitments and in developing unique Plans of Action for addressing racism and discrimination, the municipality will take a participative approach that will engage Aboriginal peoples and initiate dialogue among diverse communities.

The Canadian Coalition of Municipalities Against Racism and Discrimination is also endorsed by:



Canadian Race Relations Foundation

www.crr.ca



Canadian Association of
Statutory Human Rights Agencies

Association canadienne des
commissions et conseil des droits de la personne

Canadian Association of Statutory Human Rights Agencies

www.cashra.ca

For more information

Canadian Commission for UNESCO

350 Albert Street, P.O. Box 1047

Ottawa, ON K1P 5V8

www.unesco.ca/en/activity/sciences/default.aspx

info@unesco.ca 1-800-669-4346

Ontario Human Rights Commission

Policy and Education Branch

180 Dundas Street West

Toronto, ON M7A 2R9

www.ohrc.on.ca

info@ohrc.on.ca 416-314-4500

For more information on UNESCO's International Coalition of Cities Against Racism and Discrimination initiative, visit: www.unesco.org/shs/citiesagainstracism



Integrated Customer Service Centre Project Update

Common Council
May 3, 2021



Outline

1. Project Update

- Model Design
- Accomplishments to Celebrate
- Project Next Steps

2. How are we doing?

- Call Volume Trends
- Call Types
- What does this mean?

3. How to Connect?

4. Questions

Here to Help City of Saint John Customer Service

Citizens and customers can access City services in three different ways:



‘Creation of an Integrated Customer Service Centre both physically and virtually to enhance citizen contact experience and accessibility to City of Saint John information and services.’

Project Accomplishments

- February 2020** Project Launch
- August 2020** Purchase of CRM Software and Phone System Software
- September 2020** Restructuring and Implementation of Customer Service Team
- October 2020** Customer Service Centre front desk opening, ground floor, City Hall
- November 2020** Customer service phone line operations move from Rothesay Avenue to City Hall
- February 2021** Bell ODCC Phone System Launch
City Website Launch – Enhanced Customer Service Focus
- April 2021** Customer Relationship Management (CRM) Software Launch – Phase 1

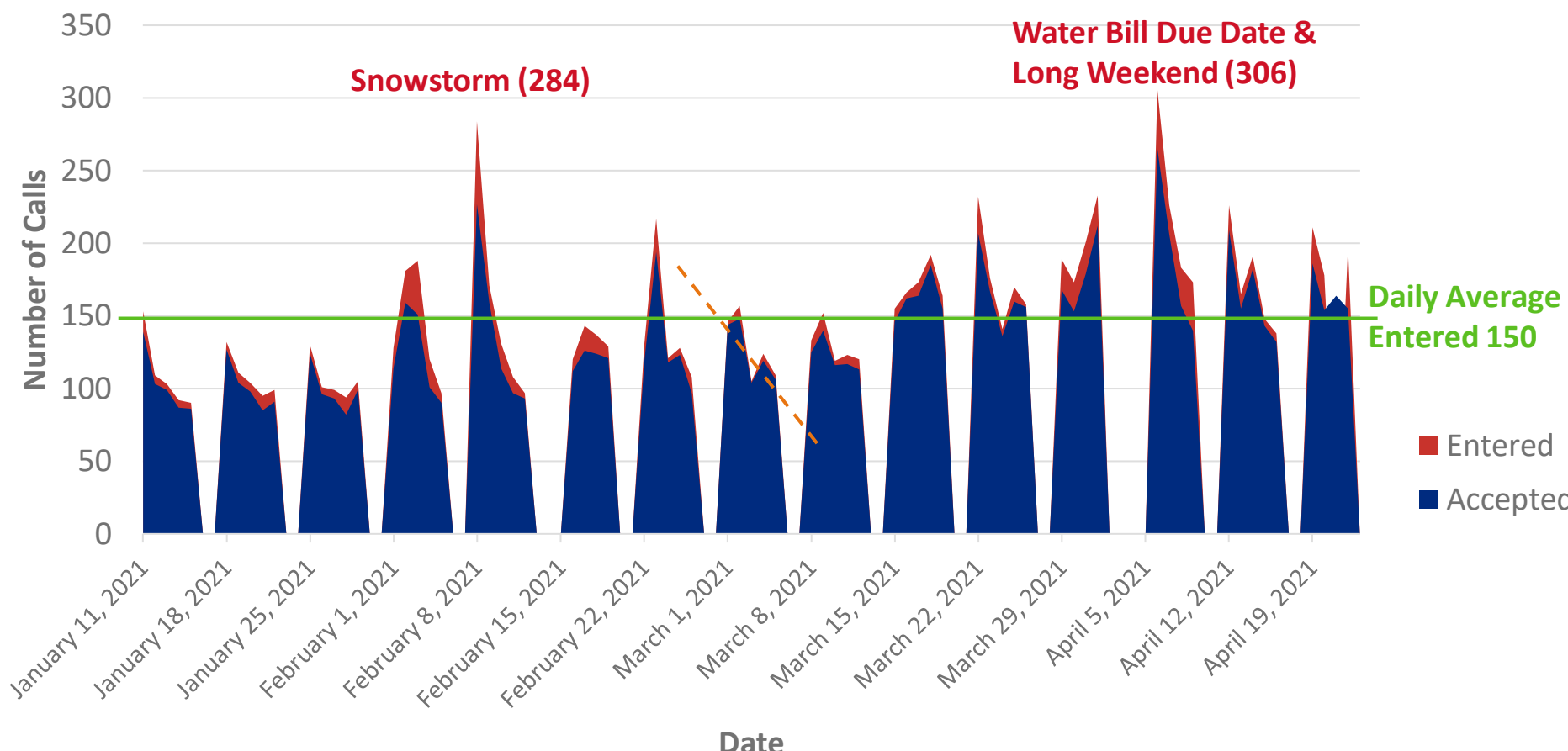
Project Next Steps

Q2 & Q3 2021:

- **Mobile Worker Application Implementation**
- **Citizen Web Portal, CRM Integration with Website**
- **Service Request and FAQ Configuration**
 - Phased Implementation
- **Follow-up email to customer**
- **Service Level Agreements with Service Areas**
- **Continued Customer Service Training**
 - Within Customer Service
 - Across the Organization
- **Formalize Policy & Procedures**

Call Volumes 2021

Customer Service Number of Calls Entered and Accepted



8:30AM – 4:30PM Monday-Friday, excluding Holidays

Data as of April 23, 2021



Call Volume Summary 2021 YTD

2021 Peak:
Tuesday, April 6th
306

Daily Average
Incoming Calls:
150

Average Call
Abandoned Rate:
8%

2021 Low:
Friday, January 15th
90

Daily Average
Accepted Calls:
138









Average Abandon
Time:
1:19 Minutes

Average Call
Length:
2:19 Minutes

Daily Average
Outgoing Calls:
68

Average Wait
Time:
0:42 Seconds

Call Types

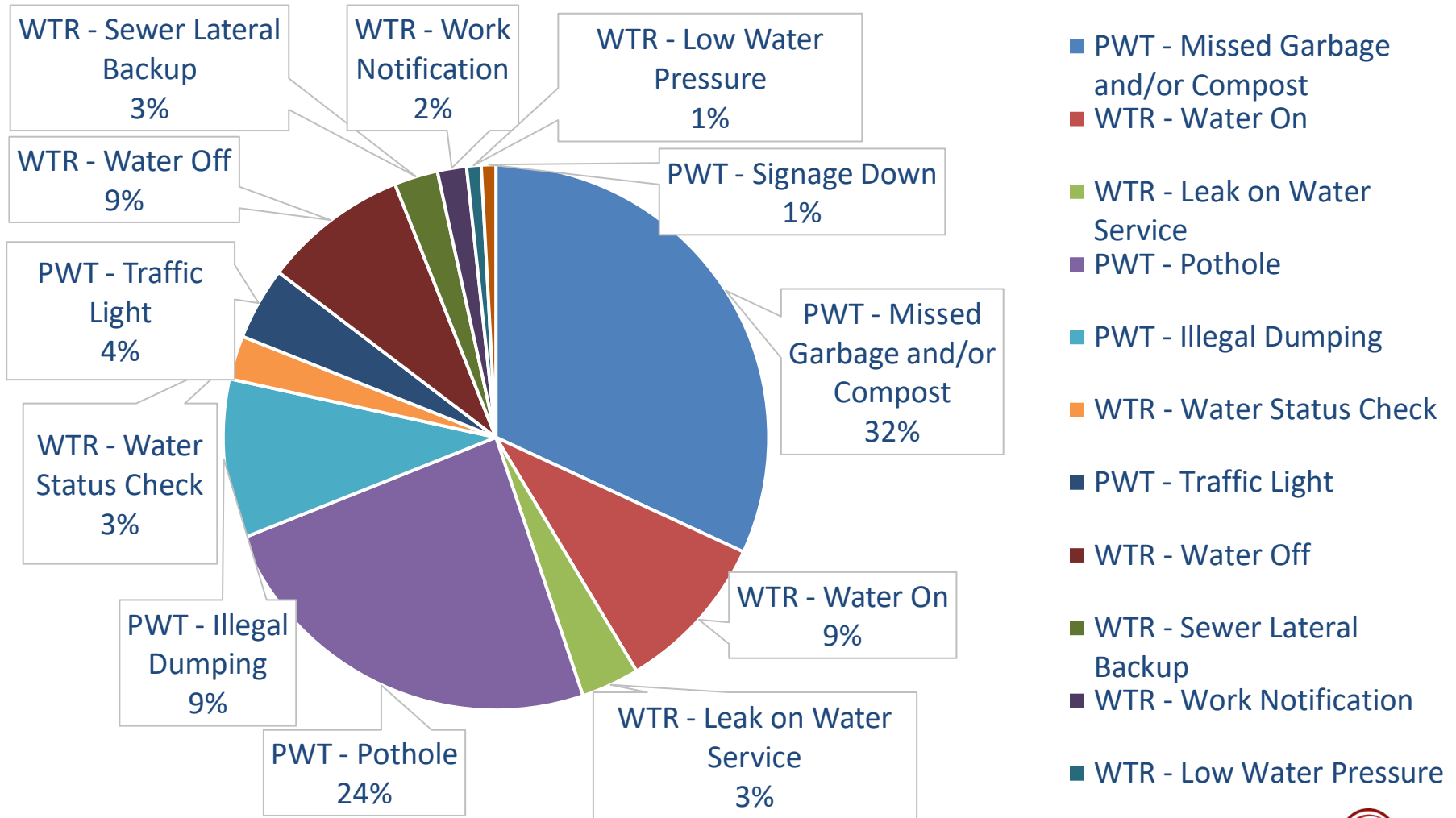
	Call Type	Percent of Total Calls
	CRM Service Request	10%
	Naviline Work Order	5%
	Payment	23%
	Call Transfer	24%
	Bulky Item Pickup	12%
	Information	22%
	24/7 Customer Service	0.3%
	Other	5%



15% actionable work request



Configured Service Requests 10% of Total Call Volume



Call Type Payments & Call Transfers

Payments

23% of Total Call Volume



- 80% Parking Ticket
- 15% Water & Sewerage
- 3% Other
- 2% Tender Payment

**20% of Customer Service Centre
Payments are via Telephone**

Call Transfers

24% of Total Call Volume



- 35% Finance
- 29% One-Stop Development Shop
- 8% Parking Commission
- 5% By-Law Enforcement
- 4% Human Resources
- 3% Parks
- 3% External Agency (ie. Provincial/
Federal Government)
- 13% Other Departments



What does this mean?

- **Performance Management**
 - Setting Goals
 - Service Standards
- **Continuous Improvement**
 - Benchmarking against ourselves and others
 - Adjusting as we progress

In Person Access via Pedway Elevator

Welcome to City Hall Customer Service Centre

All visitors to City Hall
must check in on Level 1

Reception, Payments, Parking,
Permits, One Stop Development Shop

Hours
Monday-Friday: 8:30 am to 4:30 pm
Closed Holidays

Council Chambers can be accessed via Level 2

506-658-4455
service@saintjohn.ca

Welcome to
City Hall Customer
Service Centre

All visitors to City Hall
must check in on Level 1

Reception, Payments, Parking,
Permits, One Stop Development Shop

Hours
Monday-Friday: 8:30 am to 4:30 pm
Closed Holidays

Council Chambers can be accessed via Level 2

506-658-4455
service@saintjohn.ca

Bienvenue au
Centre de service
à la clientèle de
l'hôtel de ville

Tous les visiteurs de l'hôtel de
ville doivent s'enregistrer au
niveau 1

Réception, paiements, stationnement,
permis, boutique unique pour
le développement

Heures
du lundi au vendredi de 8 h 30 à 16 h 30
les autres jours fermés

On peut accéder aux salles de conseil au niveau 2

506-658-4455
service@saintjohn.ca



Online

<https://saintjohn.ca/en/city-hall/permits-licenses-and-service-requests>

The screenshot shows the website interface for 'Permits, Licenses, and Service Requests'. On the left is a navigation menu with categories like 'CITY HALL', 'COUNCIL AND COMMITTEES', and 'PERMITS, LICENSES, AND SERVICE REQUESTS'. The main content area has a heading 'Permits, Licenses, and Service Requests' and a paragraph explaining the service. Below this is a section titled 'How can we help?' with a list of categories: 'Animals and Pets', 'Demolition', 'Event Booking/ Park Space', 'Payments and Finance', 'Renovating, Repairs, or Building Something New', 'Report a By-Law Infraction', and 'Service Request'. A red bracket on the right side of the page groups these categories, with a callout box containing the text 'Select Type of Request from Pick List'. The page number '301' is visible at the bottom.

Select Type of Request from Pick List

24/7 Customer Service Urgent Requests

- Available for urgent requests, after-hours and on the weekend.
- Same phone number:
 - (506) 658-4455
- Examples of Urgent Requests:
 - Water On/ Off
 - Leak on Water Service
 - Water Quality Issue
 - Signage/ Traffic Issue
 - Flooding
 - Trees Down
 - Sewer Lateral Backup



431 Customer Service Truck

How Can Common Council Help?

- **Direct Citizens to the Customer Service Centre**
- **Provide Feedback for continuous improvement**



Customer Service Contact Centre

Here to help – For inquiries related to municipal services, contact the City of Saint John Customer Service Centre at:

(506) 658-4455

service@saintjohn.ca

Ground Floor of City Hall, 15 Market Square,

Monday to Friday (excluding holidays), 8:30 a.m. to 4:30 p.m.

24/7 Urgent Customer Service
After-hours, Weekends and Holidays

(506) 658-4455

Recommendation

- 1. Common Council receive and file this presentation.***



COMMON COUNCIL REPORT

M&C No.	M&C 2021-139
Report Date	April 27, 2021
Meeting Date	May 03, 2021
Service Area	Public Works and Transportation Services

His Worship Mayor Don Darling and Members of Common Council

SUBJECT: 2021 Planned Traffic Safety Improvement Projects

AUTHORIZATION

Primary Author	Commissioner/Dept. Head	City Manager
Tim O'Reilly	Michael Hugenholtz	John Collin

RECOMMENDATIONS

Your City Manager recommends:

1. Common Council support, pending a detailed traffic safety and operational study, the conversion of one or two centre vehicle lanes on Main Street North and the Viaduct to bike lanes, and
2. His Worship be supported in sending a letter to the Provincial Minister of Transportation & Infrastructure indicating support for said bike lanes.

EXECUTIVE SUMMARY

Each year the City of Saint John undertakes several projects to help improve the safety and access of our transportation system for motorists, pedestrians, and cyclists. This report summarizes the current plans for 2021, broken down into policy, communications, and infrastructure categories.

PREVIOUS RESOLUTION

N/A

REPORT

Policy Improvements

The most substantive policy change expected in 2021 related to traffic safety is the planned adoption of the 3rd and final phase of MoveSJ, our new Transportation Plan. Community input has been collected and is being incorporated into final Phase 3 strategies. Common Council will be requested to endorse Phase 3 strategies and related recommendations later in 2021. Every

Phase 3 strategy contains traffic safety components such as the traffic calming and accident mitigation benefits of Modern Roundabouts, provision of cycling infrastructure to promote safe travel by that mode, and the policy, data-driven, and collaboration components of a City of Saint John Road Safety Strategy.

Enhancements to the City's Traffic Calming Policy, as recommended in MoveSJ, are also planned for 2021.

Communications

Traffic safety is improved via the use of the 3 "E"s, Engineering, Enforcement, and Education. The latter involves road users of all transportation modes continuously becoming more aware of safe techniques and appreciation of their rights and responsibilities. Ultimately, we are all roadway users, as motorists, cyclists, pedestrians and we can do our part to help our roads become safer.

The City of Saint John will continue at least two programs into 2021 that will help educate road users to improve safety. The first is continuation of issuing "Traffic Tips" through the City's Communications Department. As common community concerns are raised, the City will issue a "Traffic Tip" to help all road users become more educated. Topics such as where to park safely on neighbourhood streets and yielding to pedestrians at signalized intersections are examples of these tips that will be issued.

The second communications program that will continue in 2021 will be the use of portable electronic speed display signs. These signs will move bi-weekly to various streets in Saint John where community concern of speeding is expressed. These signs are meant to provide feedback to motorists that may be speeding while the signs are present but are also hoped to have a longer lasting effect to correct speeding behaviours. Data collected from these signs will help inform the effectiveness of the signs and the need for more comprehensive measures via use of the City's Traffic Calming Policy.

Infrastructure

In 2021 the City is planning to undertake several infrastructure projects that are expected to result in improved safety and access for the various transportation modes.

Work that will finish four Safer School Zone Projects are planned for 2021. These include Samuel de Champlain, Lakewood Heights, Devine Mercy, and Loch Lomond schools. Each of these projects include permanent electronic speed feedback signs at the limits of the respective school zones as well as installation or updates to crosswalks, all except Divine Mercy having activated signals installed at the crosswalks. At a later date this year Common Council will be asked to approve reductions to the speed limit in some school zones from 40

KM/H to 30 KM/H, provided the latter is now the default limit in urban areas. After 2021, only four elementary or middle schools in Saint John are left to receive Safer School Zone Projects before the program is complete, being Millidgeville North School, Islandview School, Beaconsfield School, and the new South Central Peninsula school (once constructed).

City staff continue to upgrade the audible messaging at existing Accessible Pedestrian Systems (APS) with the goal of all becoming accessible in both official languages by the end of 2021.

City staff are continuing to implement longer Walk times for pedestrians at signalized intersections in 2021. This was a recommendation of MoveSJ.

Completion of an APS crosswalk to the Tim Horton's at the Bayside Drive/Causeway intersection is planned for 2021.

Addition of APS to the signalized crosswalk on Churchill Boulevard to the YMCA is planned for 2021.

A new signalized crosswalk on Grandview Avenue between the Transit stop and the UCT employment facility is planned for 2021.

Completion of improvements at the Consumers/Westmorland traffic signals are planned for 2021. This project results in APS crosswalks on all legs of the intersection as well as addition of vehicle detection to improve traffic flow in the growing East side retail area.

Working with the Ethos Ridge developer, traffic calming measures, including the installation of rumble strips and electronic speed feedback signs, will be installed on two approaches to the Foster Thurston/ Sandy Point Road intersection in 2021.

The Saint John Ability Advisory Committee, the Saint John Transit Commission, and the City of Saint John have partnered to submit a funding application to the Canada Healthy Communities Initiative in 2021. If successful, this funding will support installation of three signalized APS crosswalks at Transit stops in either 2021 or 2022, including:

- Millidge Avenue at Sussex Drive,
- Somerset Street at Lime Kiln Road, and
- Grandview Avenue at the NBCC.

A project proposed for University Avenue is expected to include three deliverables, including improved cycling facilities on this portion of the Campus Harbour Connection Bike Route, addressing pedestrian crossing safety concerns expressed by the community, and mitigating community congestion and traffic safety concerns near Millidge Avenue. City staff are currently undertaking

community consultations. The City has partnered with the Saint John Cycling Club to apply to the Canada Healthy Communities Initiative to fund the project. Improvements are planned for 2021 or 2022, depending on feedback and funding.

A similar exercise to University Avenue will be undertaken later in 2021 for Heather Way. The outcome of this engineering and consultation effort will help inform extent of asphalt resurfacing that will be completed on that street in 2021.

As committed at Council's April 5, 2021 meeting, effort is already underway to identify improvements to accessibility of on-street barrier-free parking spaces in Uptown Saint John with a goal of implementing some identified improvements in 2021.

There are many other smaller infrastructure projects that would be completed in 2021 resulting in improved safety or access. These include projects such as addition of warning signs, parking restriction signs, and possibly marked crosswalks.

The many Capital projects planned for 2021 will include accessibility and/or safety improvements.

Aligning with our 2021 Work Plan, City staff continues to explore options to improve active transportation access on Main Street North. Similar to the temporary installation over two seasons approximately 10 years ago, one or both centre lanes between Chesley Drive and Union Street are being considered for possible protected bike lanes. Since mid-January, City staff has been attempting to ensure no Provincial policies would prevent the bike lane(s) from being installed, such as those related to Motor Vehicle Act regulations or limitations on access control to this Provincial Highway.

Although communications between City and Provincial staff continue, confirmation has yet to be provided. It would be helpful if the Mayor, on behalf of Common Council, would express support for this project to the Minister of Transportation & Infrastructure and ensure that there is political support to enable active transportation initiatives and provide a timely review and analysis of the proposed bike lanes.

City staff intend to complete a safety and operational traffic study after any policy-related concerns are overcome; this study would confirm the feasibility, safety, and impact of various options, as well as assess detailed design components.

A Collaborative Effort

In addition to the collaboration already detailed in this report, City staff would like to highlight the cross-departmental teams that are involved in the many infrastructure projects described in this report. Crews from Public Works & Transportation, the City's Carpenter Shop, and Utilities & Infrastructure will all be engaged in different aspects of some of these 2021 projects.

Collaborating with internal crews to complete some of these projects has benefits and costs. Incremental labour costs are reduced by having existing crews fit this work into their schedules, which allows more projects to be completed with available resources. However, as these projects require work completed in a particular sequence by various crews and these crews have other work to complete, project schedules can be challenging to manage.

Managing Community Expectations

Even though many traffic safety improvement projects have been completed, are planned for 2021, and will be completed in future years, community expectations must continue to be managed. There are several reasons why many community requests either will be delayed beyond timelines expected, will be resolved differently than requested, or not resolved at all. Examples include:

- The number of requests exceeding resource capacity,
- Seeking broader community feedback that is needed to consider different perspectives on the issue,
- A different solution than suggested would solve the community concern more effectively,
- The solution would actually create a net detriment to the community,
- By-law changes that are required to resolve the issue,
- Ensuring infrastructure installed can be managed throughout its lifecycle (asset management),
- Preventing road user "Information Overload",
- Alignment with industry best practices, and
- Alignment with regulations.

In every case, it is staff's intent to understand a community member's concern and maintain communications. This is good customer service, particularly needed in situations where the safety of community members are of concern. However, ultimately community members' concerns may not always be addressed or in the way or within timelines requested.

STRATEGIC ALIGNMENT

This report aligns with Common Council's Safe, Vibrant City's priorities.

This report aligns with MoveSJ.

This report aligns with City staff's 2021 Work Plan, which included intent to explore active transportation opportunities, including and specifically on Main Street North.

SERVICE AND FINANCIAL OUTCOMES

Projects identified in this report are budgeted within available resources or, as noted in the report, may be delayed until external funding is secured.

ATTACHMENTS

City staff presentation



Presentation to Common Council: 2021 Planned Traffic Safety Improvement Projects



SAINT JOHN

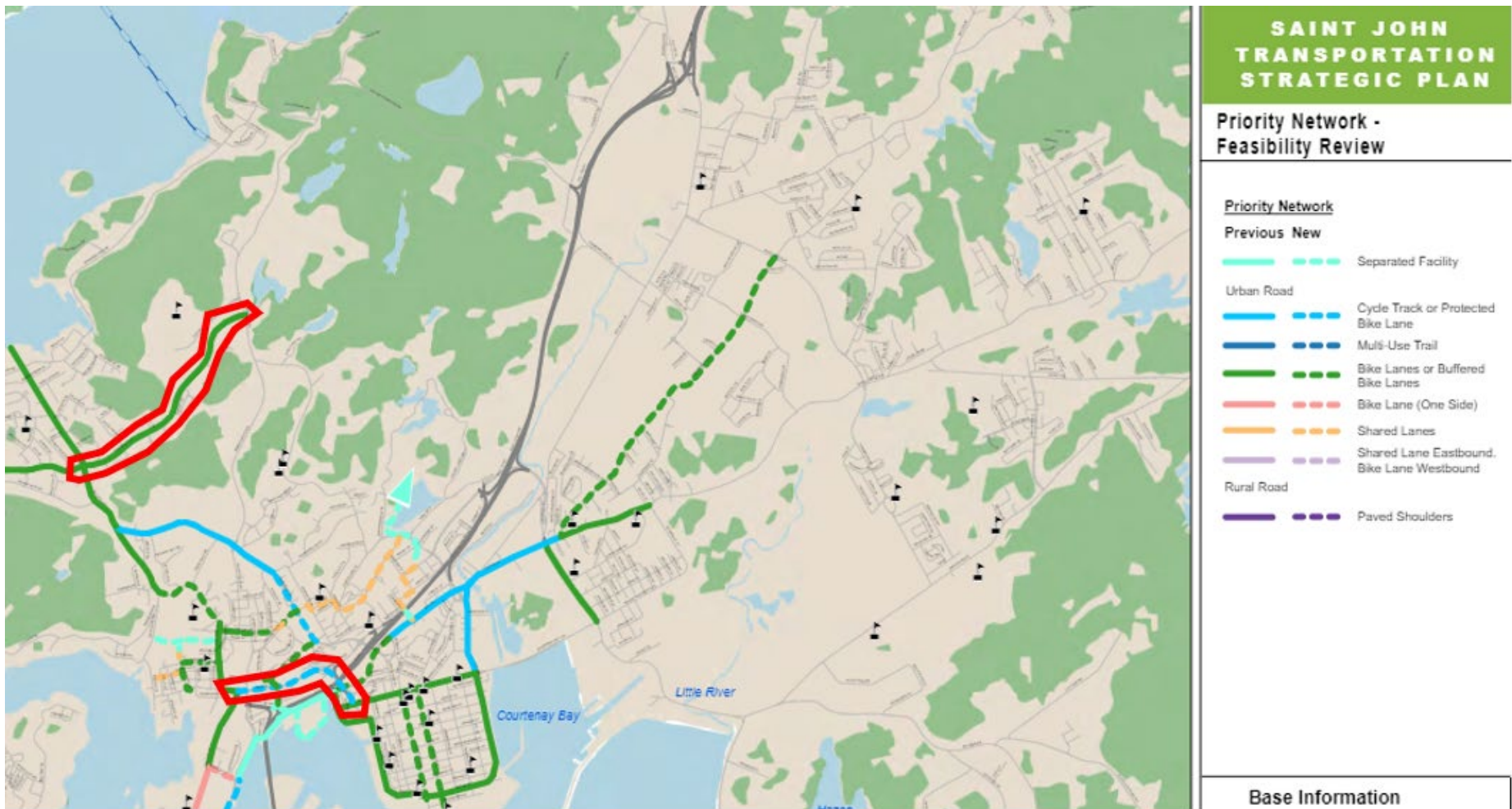
May 3, 2021

311

Safer School Zones Program

- All elementary and middle schools with traffic calming measures by end of program
- Complement to Traffic Calming Policy/Program
- 4 projects being finished in 2021
 - Samuel de Champlain
 - Lakewood Heights
 - Devine Mercy
 - Loch Lomond
- 4 more projects beyond 2021
- Reduction of some speed limits to 30 KM/H default in 2021

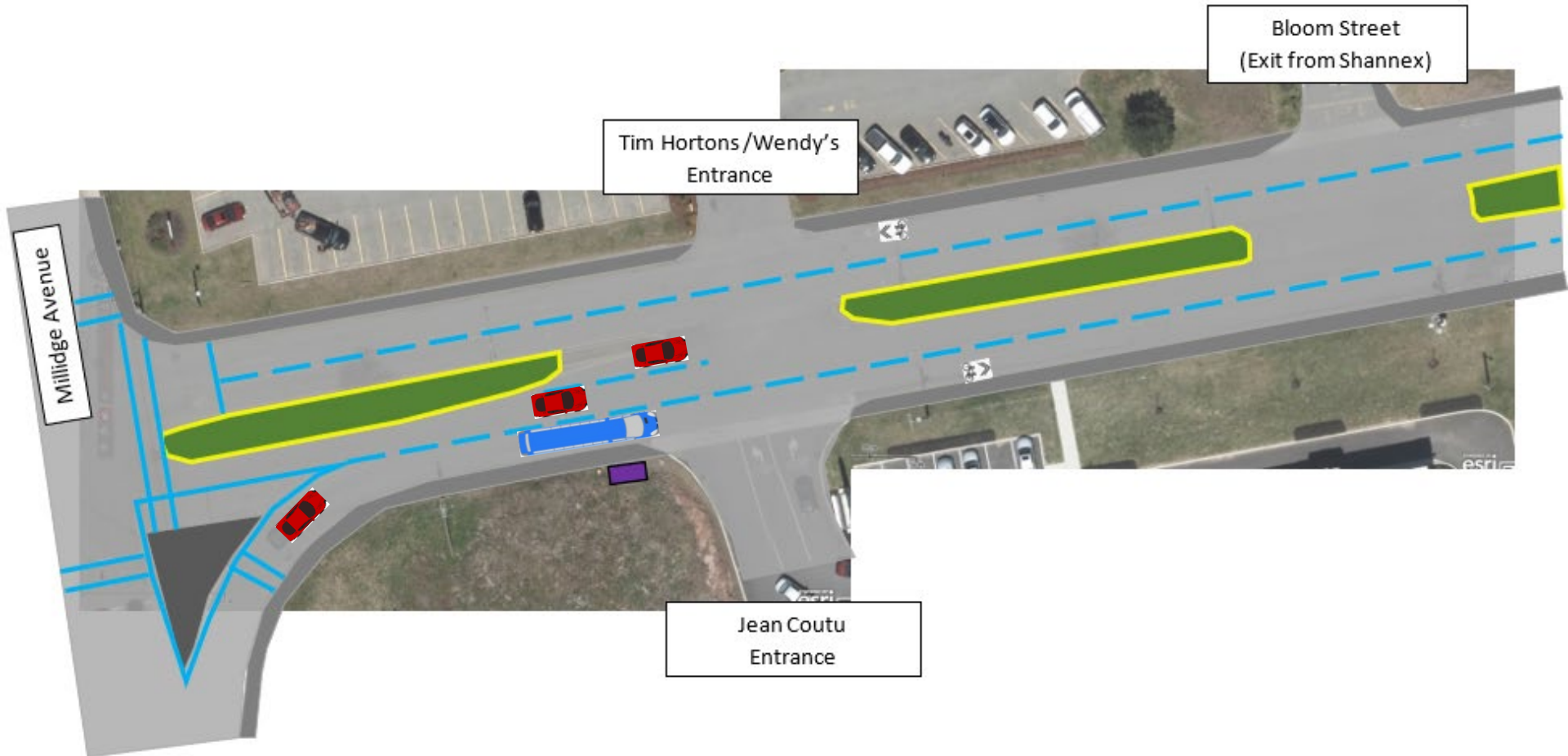
Priorities in Draft MoveSJ Cycling Strategy



Challenges and Opportunities – University Ave

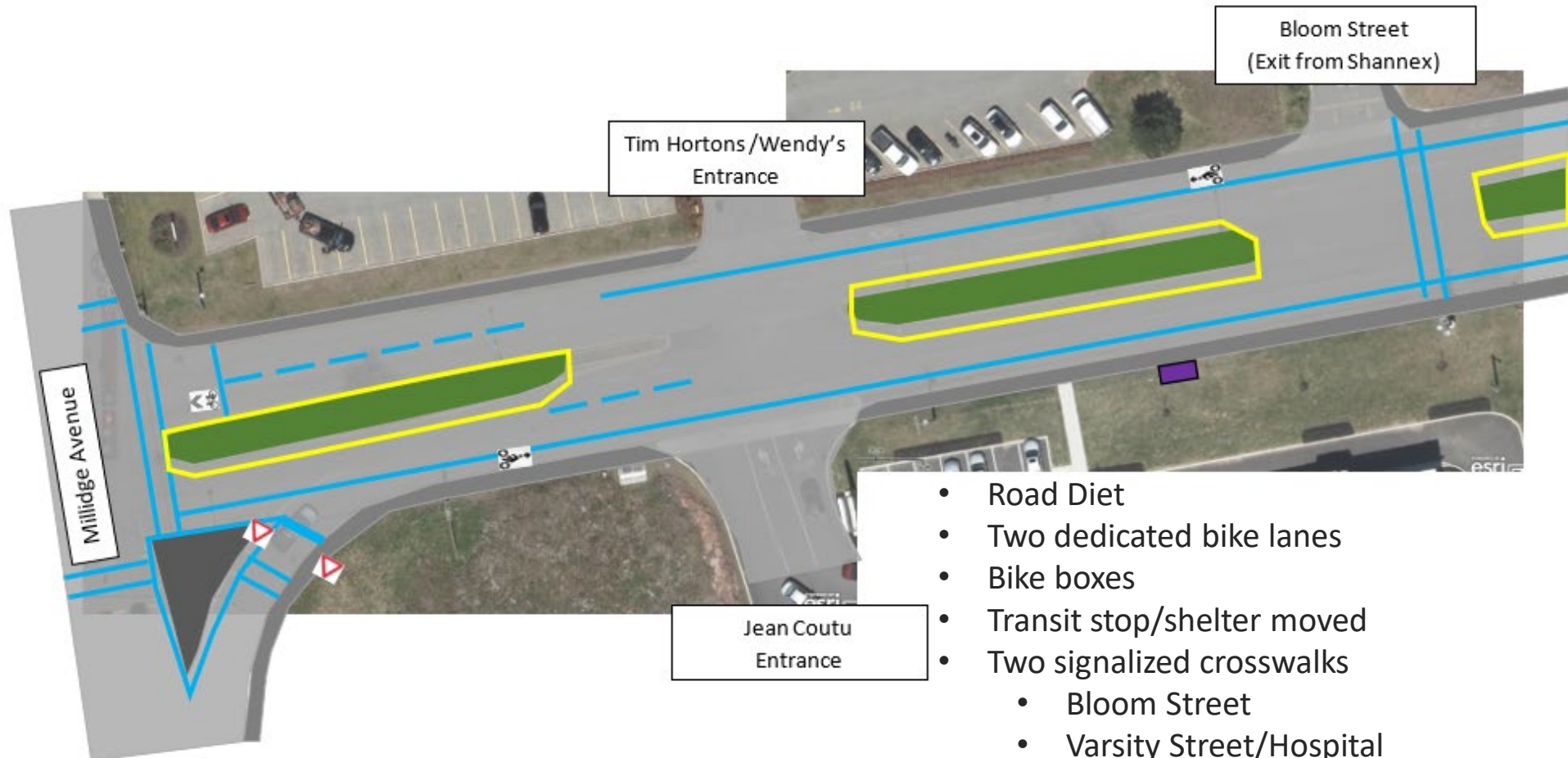
- Challenges Heard from the Community
 - Increased traffic congestion just east of Millidge Avenue
 - Transit stop/shelter too close to Millidge Avenue
 - Issues with safe pedestrian crossing options
- Opportunities
 - University Avenue part of Campus Harbour Connection Bike Route
 - Alignment with Municipal Plan
 - MoveSJ: New Transportation Plan for the City
 - Wide road to work with (caveat being centre medians)
 - Project Funding Opportunity
 - Partnerships
 - Community, Saint John Cycling Club, Saint John Transit, Police Force

Current Traffic Components (2019)



Cross Section:
Current Roadway Use

Proposed Solutions (2021 or 2022)



- Road Diet
- Two dedicated bike lanes
- Bike boxes
- Transit stop/shelter moved
- Two signalized crosswalks
 - Bloom Street
 - Varsity Street/Hospital
- Reduced vehicle lanes across crosswalks
- Yield signs and loss of free flow lane from Millidge Avenue



Cross Section:
Proposed Roadway Use

Potential Future Improvement

- Smart Right Turn Channel
 - Consideration in future Capital project
 - Sharper turn lowers speeds and improves sight of pedestrians
 - Provisions for turning trucks with wider turning needs



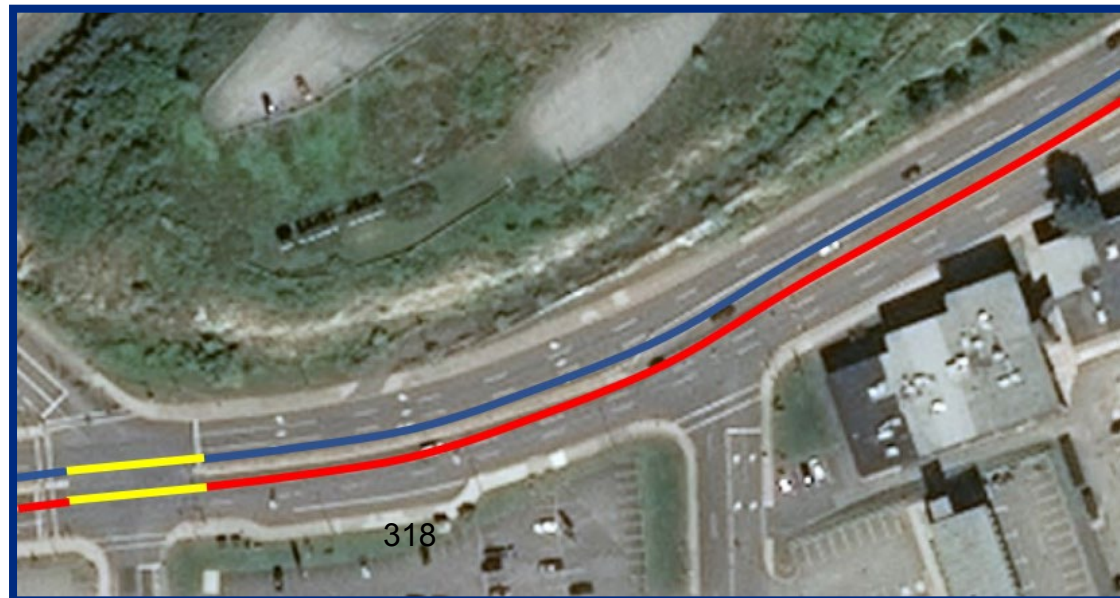
2021-2022 Plan



Potential Future Improvement

Active Transportation on Main Street North

- Convert one or two centre lanes to protected bike lanes
 - Similar to previous temporary installation
- Seeking policy-level support from Province
 - Recommend letter of support from Common Council
- Detailed study to follow



Additional 2021 Projects

- Accessible Pedestrian Systems (APS) in both official languages
- Longer Walk times at signalized crosswalks
- Finish APS signalized crosswalk at Bayside/Causeway
- APS signalized crosswalk on Churchill at YMCA
- Signalized crosswalk on Grandview at UCT
- Finish Consumers/Westmorland APS and vehicle detection
- Traffic calming at Foster Thurston/ Sandy Point
- Accessibility of Uptown on-street barrier-free parking spaces
- Heather Way Investigation
- Funding application for three APS signalized crosswalks
 - All at Transit stops
 - Partnership with Ability Advisory Committee and Transit Commission

Policy and Communication Plans

- MoveSJ Phase 3 Adoption
- Traffic Calming Policy Update
- Traffic Tips to Public
- Portable Speed Display Signs



Managing Community Expectations

- Requests exceed resources
- Other considerations
 - Understanding broader community context
 - From problem identification to effective solution
 - By-law changes in some instances
 - Asset management
 - Information Overload
 - Best practices and regulations
 - Inter-department collaboration
- Customer Service focus

Recommendations

1. Support one or two centre Main Street bike lanes, pending detailed study
2. Letter of support from Common Council for Main Street bike lanes

COMMON COUNCIL REPORT

M&C No.	MC 2021-136
Report Date	April 28, 2021
Meeting Date	May 03, 2021
Service Area	Growth and Community Services

His Worship Mayor Don Darling and Members of Common Council

SUBJECT: Municipal ENCORE Program: Sidewalk Cafe Rebate Initiative

OPEN OR CLOSED SESSION

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

AUTHORIZATION

Primary Author	Commissioner/Dept. Head	City Manager
<i>David Dobbelsteyn</i>	<i>Jacqueline Hamilton</i>	<i>John Collin</i>

RECOMMENDATION

Growth Committee recommends to Common Council:

Whereas Common Council has implemented a Municipal Economic and Community Recovery program in order to enable and accelerate local economic and community activity in response to the current public health pandemic,

Now Therefore Be It Resolved that the Common Council enact and direct the City Manager to implement the 2021 Sidewalk Café Rebate Initiative.

Further Be It Resolved that the City direct up to \$20,000 to rebate sidewalk cafe permit fees and fees for parking spaces through this initiative from the growth reserve funds already allocated to the Municipal Economic and Community Recovery Program;

And Further Be It Resolved that any funds directed to this initiative that remain unused by Dec 31, 2021 be reallocated to the Municipal Economic and Community Recovery Program.

EXECUTIVE SUMMARY

Due to COVID-19, the hospitality sector across Canada is struggling. Council is updating the sidewalk by-law to implement a new fee structure in line with the City’s sustainability initiatives. However, several businesses in Saint John, including Uptown Saint John have requested the City waive fees for the sidewalk café program in 2021 to support our beleaguered hospitality sector.

Staff recommend that Council implement the 2021 Sidewalk Café Rebate Initiative which will effectively waive 100% of sidewalk café permit fees and fees for parking spaces where larger patios are constructed.

The initiative is applicable to areas covered by the current sidewalk café program which includes sidewalks and parking spaces within the Uptown Business Improvement Area (BIA) and not applicable to cafés or patios on private property that are covered under separate licensing agreements.

This initiative is in alignment with other Cities in Atlantic Canada that have also waived patio permit fees in 2021 including Fredericton, Moncton, and Halifax.

There is minimal administrative burden to staff to implement the program and the policy is designed to meet the requirements of our Sidewalk By-Law while allowing the City to effectively waive fees.

Staff will publicize this program to typical applicants for sidewalk café permits and will work with our Growth partners to spread awareness of this initiative to other potential applicants.

Staff recommend the use of the Municipal ENCORE program to offset the cost of this initiative as it is a temporary COVID recovery program.

PREVIOUS RESOLUTION

May 25, 2020

Council adopted the Municipal Economic and Community Recovery Program and allocated \$546,267.20 to be used for this program.

For brevity, staff refer to this program as the **Municipal *ENCORE* Program**

On April 28, 2021

Growth Committee unanimously adopted the recommendation as outlined in this report and referred it to Council for approval.

STRATEGIC ALIGNMENT

Growth and Prosperity

“Saint John is recognized by residents and businesses as a positive and supportive city. We grow in a smart way and attract talent, innovation and opportunities so all people can thrive.”

This initiative aligns with the Council approved ***Municipal Economic and Community Recovery [ENCORE] Program.***

SERVICE AND FINANCIAL OUTCOMES

Council approved up to \$546,267.20 to be used for the **Municipal ENCORE Program** from Growth Reserve of which there remains approximately \$411,267.20 available in the Municipal ENCORE Program fund for this and future recovery initiatives.

Based on previous years' café permit applications, staff believe the cost to provide permit rebates will be between \$5,000 and \$10,000 in 2021.

The Saint John Parking Commission estimates the revenue loss to the City for waiving the cost of parking spaces used for sidewalk cafés is approximately \$3,000 to \$5,000 in 2021

Due to the uncertainty in the true cost of the program, as it depends on the number of applicants, staff recommend that Council allocate up to \$20,000 in funding from the Municipal ENCORE funds from Growth Reserve to support this initiative, and that any funds not used in 2021 be automatically released to the Municipal ENCORE program fund for future use.

Council Approved Municipal ENCORE Program Objectives

- A. All investments must be evaluated through the Recovery Program Evaluation Criteria;
- B. Align with the City's Economic and Community Recovery efforts;
- C. Receive policy-level approval from Growth Committee and Common Council for distribution;
- D. Support the City's efforts to enable employment, population, tourism, and tax base growth;
- E. Support programming in the commercial and cultural districts most impacted by COVID-19;
- F. Support recovery funding programming from today until 2021, while adhering to varying degrees of social distancing;
- G. Attempt to leverage additional funding, partnership and innovative programming from the community, private sector, and federal/provincial through the municipal investment;
- H. Focus on municipal programming, assets, facilities, and investments;
- I. Focus on areas of municipal authority.

Council Approved Municipal ENCORE Program Criteria

1. Support increase volume of potential customers/clients in commercial district (hotels, restaurants, retail, non-profits, arts and culture organizations, etc.);
2. Support the largest quantity of impacted organizations/businesses and uphold fairness in program delivery;
3. Internal capacity to support and execute initiative;
4. Ability to easily pilot option to assess expandability or discontinuation;
5. Affordable to implement from a goods and services perspective;
6. Option must ensure the safety of users;
7. Relative feasibility of implementation (authority, public engagement, procurement, planning, staff time, approvals);
8. Initiative must be temporary and cannot result in recurring expenses for the City of Saint John.

INPUT FROM OTHER SERVICE AREAS AND STAKEHOLDERS

This report has been drafted in consultation with Growth and Community Services, Strategic Services, the City Manager's Office, the General Counsel's Office, and the Saint John Parking Commission.

Staff also consulted with Uptown Saint John on the parameters of the initiative.

ATTACHMENTS

2021 Sidewalk Café Initiative



SAINT JOHN

Municipal Economic and Community Recovery [ENCORE] Program.

2021 Sidewalk Café Rebate Initiative

- 1) The City of Saint John implemented the *Municipal Economic and Community Recovery [ENCORE] Program* in May 2020 to support recovery from COVID-19 in Saint John.
- 2) In order to support Economic and Community Recovery in the City of Saint John as a result of Covid-19, Common Council wishes to implement a Sidewalk Café rebate initiative to support local businesses.
- 3) The words defined in section 2 of the Use of Sidewalks By-law, By-law Number LG-13, when used in this document, shall have the same meaning as the said By-law.
- 4) This rebate initiative is only applicable for sidewalk cafés that are eligible to receive a sidewalk café permit.
- 5) This initiative will be in effect for the year 2021 only.
- 6) The City of Saint John will rebate 100% of sidewalk café permit fees paid to the City by an applicant.
- 7) This rebate will be applied at the time the applicant pays their security deposit for their sidewalk café permit, or it will be reimbursed directly to the applicant if they have paid fees in 2021 before the adoption of this initiative.
- 8) The City of Saint John will waive 100% of fees paid by an applicant for the use of one or more parking spaces for their sidewalk café.
- 9) Approval for the number of parking spaces an applicant requires for their permit is at the discretion of the commissioner.
- 10) The City of Saint John will cover the cost of rebates and any eligible parking spaces though the Municipal Economic and Community Recovery Fund.

COMMON COUNCIL REPORT

M&C No.	2021-137
Report Date	April 28, 2021
Meeting Date	May 03, 2021
Service Area	Growth and Community Services

His Worship Mayor Don Darling and Members of Common Council

SUBJECT: Municipal ENCORE Program: Tourism Incentive Proposal

OPEN OR CLOSED SESSION

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

AUTHORIZATION

Primary Author	Commissioner/Dept. Head	City Manager
<i>David Dobbelsteyn</i>	<i>Jacqueline Hamilton</i>	<i>John Collin</i>

RECOMMENDATION

Growth Committee recommends to Common Council:

Whereas Common Council has implemented a Municipal Economic and Community Recovery program in order to enable and accelerate local economic and community activity in response to the current public health pandemic,

Now Therefore Be It Resolved that Common Council supports the tourism incentive proposal from the Saint John Hotel Association and Envision Saint John with a grant of \$20,000 and directs the City Manager to prepare a memorandum of understanding which outlines the terms, conditions, and expected outcomes of the funding.

Further Be It Resolved that Common Council direct up to \$20,000 for this partnership from funds expected to be returned to the City as part of the wind-down of Discover Saint John, or from the Growth Reserve Fund that is allocated for the Municipal Economic and Community Recovery program.

EXECUTIVE SUMMARY

The SJHA is proposing to offer an incentive program of Uptown Dollars to encourage visitors to book local hotels for two-night stays and then spend money in our local economy in shops, restaurants, galleries, etc.

Growth Committee discussed an earlier proposal in January of this year with direction to the City Manager to renegotiate the terms of the proposal with the proponents.

This revised proposal requests the City's commitment of \$20,000 which would leverage a matching \$20,000 investment from the Hotel Association and \$20,000 from Envision Saint John each.

The total cost of the pilot incentive program will be \$60,000 with approximately 35% of the cost to be spent on marketing the incentive to potential visitors in the Atlantic Region, and 65% to be spent on the incentive.

The changes to the mandatory order, as well as the standing up of the organization of Envision Saint John necessitated additional flexibility in the proposal. Staff have come to terms with the SJHA and Envision Saint John on an approach that still meets the original vision and direction of Growth Committee and abides by the terms and conditions of the ENCORE program. The proposal from the SJHA dated April 23rd, and accompanying endorsement from Envision Saint John dated April 14th reflect the approach going forward, and staff endorse this proposal for Growth Committee's consideration.

The SJHA has agreed to handle the administration and logistics of the pilot program, including purchasing and distributing Uptown Dollar Gift Cards to eligible accommodations for qualifying quests as well as purchasing gift cards.

Envision Saint John has agreed to coordinate the marketing of this initiative and will be rolling out the campaign as long as the incentive is available. They have also offered to purchase gift cards if the demand is there. While the marketing will encourage weekend stays from other parts of New Brunswick where travel is permitted, it will be geared towards aligning with the reopening of the Atlantic Bubble.

Staff believe that this partnership represents a good opportunity to attract new visitors to Saint John and support our beleaguered tourism and hospitality sectors. It is also clearly able to leverage investment and participation from other partners that will provide solid economic impact to our local economy.

PREVIOUS RESOLUTION

May 25, 2020

Council Adopted the Municipal Economic and Community Recovery Program and allocated \$546,267.20 to be used for this program.

For brevity, staff refer to this program as the **Municipal ENCORE Program**

On April 28, 2021

Growth Committee unanimously adopted the recommendation as outlined in this report and referred it to Council for approval.

STRATEGIC ALIGNMENT

Growth and Prosperity

“Saint John is recognized by residents and businesses as a positive and supportive city. We grow in a smart way and attract talent, innovation and opportunities so all people can thrive.”

This initiative aligns with the Council approved **Municipal Economic and Community Recovery [ENCORE] Program**

SERVICE AND FINANCIAL OUTCOMES

Council approved up to \$546,267.20 to be used for the **Municipal ENCORE Program** from Growth Reserve of which there remains approximately \$411,267.20 available in the Municipal ENCORE Program fund for this and future recovery initiatives.

It is expected that this program will generate well upwards of \$250,000 in local economic impact:

- Approximately \$100,000 or more in hotel revenues from 800-1000 night-stays
- An additional \$3,450 in Accommodation Levy contributions
- Greater than \$150,000 in visitor spending.

The proposal is requesting a \$20,000 grant from the City.

The SJHA is committing \$20,000 in funding and in-kind support.

Envision Saint John is committing \$20,000 in funding and in-kind support.

Staff will draft a simple Memorandum of Understanding that will outline the agreed upon roles and responsibilities of the partners, and that is typical of other grants the City distributes.

The City will require a simple report at the duration of the program outlining the program results and outcomes.

This initiative is not expected to be a time intensive project for City Staff, as the majority of the work will be coordinated by our program partners.

The SJHA proposal is one of several ENCORE initiatives that staff will be introducing to Growth Committee and Council this Spring and Summer.

As part of the wind-down of Discover Saint John, any remaining funds that return to the City after its dissolution will be placed in a reserve fund designated for Tourism. Staff are recommending that Council allocate \$20,000 from these funds to pay for this program. In the event that additional funds are needed, staff are recommending that any remaining funds would be taken from the Municipal Economic and Community Recovery Program which has over \$400,000 remaining for projects.

Council Approved Municipal ENCORE Program Objectives

- A. All investments must be evaluated through the Recovery Program Evaluation Criteria;
- B. Align with the City's Economic and Community Recovery efforts;
- C. Receive policy-level approval from Growth Committee and Common Council for distribution;
- D. Support the City's efforts to enable employment, population, tourism, and tax base growth;
- E. Support programming in the commercial and cultural districts most impacted by COVID-19;
- F. Support recovery funding programming from today until 2021, while adhering to varying degrees of social distancing;
- G. Attempt to leverage additional funding, partnership and innovative programming from the community, private sector, and federal/provincial through the municipal investment;
- H. Focus on municipal programming, assets, facilities, and investments;
- I. Focus on areas of municipal authority.

Council Approved Municipal ENCORE Program Criteria

1. Support increase volume of potential customers/clients in commercial district (hotels, restaurants, retail, non-profits, arts and culture organizations, etc.);
2. Support the largest quantity of impacted organizations/businesses and uphold fairness in program delivery;
3. Internal capacity to support and execute initiative;
4. Ability to easily pilot option to assess expandability or discontinuation;
5. Affordable to implement from a goods and services perspective;
6. Option must ensure the safety of users;
7. Relative feasibility of implementation (authority, public engagement, procurement, planning, staff time, approvals);
8. Initiative must be temporary and cannot result in recurring expenses for the City of Saint John.

INPUT FROM OTHER SERVICE AREAS AND STAKEHOLDERS

This report has been drafted in consultation with Growth and Community Services, the City Manager's Office, and the multi-departmental staff ENCORE team.

Staff have consulted with the Saint John Hotel Association and the new Regional Economic Development Agency and intend to continue refining the proposal with our partners if approved by Council.

ATTACHMENTS

- SJHA Letter to City Council – April 23rd, 2021
- Envision Saint John - Letter of endorsement of strategic partnership – April 14, 2021



PO Box 6895 Saint John, NB E2L 4S3

April 23rd, 2021

Common Council
City of Saint John

The Saint John Hotel Association requests a **\$20,000 grant from the City of Saint John’s Growth Reserve**. This grant will be used as part of a larger marketing campaign to attract overnight visitation, specifically for hotel stays, in coordination with the opening of the Atlantic Bubble. When guests stay in hotels, they also spend on other local businesses including restaurants, bars, retail and galleries.

As you are no doubt aware, Saint John Hotel Association members, like many hospitality industry businesses, are experiencing an unprecedented downturn due to COVID-19. Revenues at hotels in New Brunswick were down dramatically in 2020 over 2019 (down 65% year over year). The reduced Municipal Accommodation Tax (“MAT”) contributions demonstrate that the revenue for Saint John hotels were down at least that much (and likely more). As we start 2021, hotels are at their lowest occupancy rates historically. Additionally, 95% of Meetings and Conventions were cancelled for 2020 and into Q1/Q2 2021. With the Air Canada service cancellations that started on January 11th, potential business travel possibilities are significantly limited. In summary, Saint John hotels need the support of the City to turn this around.

Our proposal is that the \$20,000 grant will be used to purchase Uptown Dollars (from Uptown Saint John) to incentivize potential guests to book a 2-night hotel package in Saint John. The hotel package would include \$50 in Uptown Dollars, with an included list of local shops, restaurants and businesses that accept Uptown Dollars. Each hotel will create and market their own attractive package and, to measure the return on investment, track the distribution of these Uptown Dollars.

As part of this initiative, the SJHA will provide an in-kind contribution to oversee distribution, logistics, marketing and promotion. Envision SJ will invest \$20,000 towards this marketing campaign, which will be targeted to drive overnight stays in the Saint John area. Envision Saint John will be responsible for the creation and roll-out of this marketing campaign. The SJHA will also invest \$20,000 towards purchasing additional gift cards to lengthen this campaign and maximize its marketing efforts. The only request of the City is to provide the \$20,000 grant. We believe this will be a great complement to the NB Travel Incentive program extension (soon to be announced) to drive visitors to Saint John from within NB and from the Atlantic Bubble. By making it part of a 2-night package, it is expected the promotion will extend visitors’ time in Saint John and increase the spending at other local businesses.

Your investment will target the following results:

- **An additional 800 – 1,000 room nights**
- **Approximately \$100,000 in hotel revenues**
- **An additional \$3,450 in MAT contributions**
- **An additional \$150,000 to the local economy with visitor spend in restaurants, retail etc.**

In summary, it is expected that your investment of \$20,000 will generate over \$250,000 in revenue in our local economy. We hope that you will see this grant request as a solid investment in Saint John's COVID-19 recovery.

Sincerely,

A handwritten signature in black ink, appearing to read "Jasmine", with a stylized flourish at the end.

Jasmine Mosher,
Saint John Hotel Association

April 14, 2021

Growth Committee
City of Saint John

Envision Saint John: The Regional Growth Agency's mandate is to grow the region with Visitor Attraction being a key strategic focus. The proposed partnership between the City of Saint John, the Saint John Hotel Association and Envision Saint John will support an industry that has been the hardest hit by the COVID-19 pandemic and will be one of the last to recover.

Research has shown that consumers are looking for leisure travel experiences and packages and incentives will be key in their decision-making in 2021. Not only will the proposed \$50 Uptown Dollars incentive campaign drive room nights for hotels, but it will also generate increased economic activity in uptown Saint John through additional spending at retailers, restaurants, and bars to name a few. We also expect the economic impact to be felt beyond the uptown as people explore our trails, coastlines, beaches, and parks.

Envision Saint John is in full support of this strategic partnership to drive visitation and will lead the development and execution of the advertising campaign, promoting the incentive to the Atlantic Bubble. Our joint investments will allow us to promote another compelling reason to visit Saint John and experience everything our destination has to offer.

It is imperative that we support our local tourism industry as 2021 will be another year of survival.

Sincerely,



Paulette Hicks
CEO, Envision Saint John: The Regional Growth Agency

COMMON COUNCIL REPORT

M&C No.	2021-135
Report Date	April 28, 2021
Meeting Date	May 03, 2021
Service Area	Utilities and Infrastructure Services

His Worship Mayor Don Darling and Members of Common Council

SUBJECT: Utility and General Fund – 2021 Capital Programs Revision II

OPEN OR CLOSED SESSION

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

AUTHORIZATION

Primary Author	Commissioner/Dept. Head	City Manager
<i>Michael Baker</i>	<i>J. Brent McGovern</i>	<i>John Collin</i>

RECOMMENDATION

It is recommended that members of Council:

- Approve revision II of the 2021 Water and Sewerage Utility Fund Capital Budget in the amount of \$12,608,934 (gross) with contributions from other sources of \$6,362,934 yielding a net capital budget in the amount of \$6,246,000 to be funded by pay as you go (net) as set in Appendix A.

It is recommended that members of Council:

- Approve revision II of the 2021 General Fund Capital Budget in the amount of \$45,309,783 (gross) with contributions from other sources of \$29, 442,183, yielding a net Capital budget in the amount of \$15,867,600 to be funded by debt issue (net) as set in Appendix B.

EXECUTIVE SUMMARY

Utility Fund

The overall revised 2021 Water and Sewerage Utility Fund Capital Budget envelope has increased by \$522,934 with the increase being funded by Other Share. The City Share for the revised 2021 Water and Sewerage Utility Fund Capital Budget remains unchanged from Council’s previous Utility Fund Capital Program approval in February 2021.

General Fund

The overall revised 2021 General Fund Capital Budget envelope has increased by \$349,100 with the increase being funded by Other Share. The City Share for the revised 2021 General Fund Capital Budget remains unchanged from Council's previous General Fund Capital Program approval in February 2021.

The approved 2020 and 2021 Utility Fund and General Fund Capital budgets included projects that the City was seeking funding support through the Bilateral Funding Program. The City received notification from the Province on March 2, 2020 that the City's original submission would not be receiving infrastructure renewal funding under the Bilateral funding program. However, the City reapplied for Bilateral Funding in the summer of 2020. The revised funding submission was very similar to the City's original submission however the funding timelines were adjusted to be between 2021 and 2026. It was announced on March 10, 2021 that the City was successful in obtaining Integrated Bilateral Funding for their requested projects.

The purpose of this report is to further revise the 2021 Utility Fund and General Fund Capital budgets as COVID -19 Resilience Infrastructure Funding has been secured or is in the process of being secured for several projects noted on the Capital Programs. As projects needed to be added and removed from the proposed COVID-19 Resilience Infrastructure Funding program and the Community Development Funding program to align with eligibility criteria, the Capital programs needed to be adjusted to follow suit.

PREVIOUS RESOLUTION

M&C 2021-051 (February 22, 2021) – Utility and General Fund – Revised 2021 Capital Programs approved.

STRATEGIC ALIGNMENT

The proposed adjustments to the 2021 Utility and General Fund Capital Budgets are aligned with Council's priorities, Debt Management Policy, Financial Principles, Capital Budget Policy, Asset Management Policy, Central Peninsula Neighborhood Plan, PlaySJ, MoveSJ, PlanSJ with a focus on asset management and leveraging every City Share dollar.

REPORT

The 2020 and 2021 Utility Fund and General Fund Capital budgets included projects that the City was seeking funding support through the Integrated Bilateral funding program, the COVID-19 Resilience Infrastructure Funding program and the Community Development Funding program. It was announced on March 10, 2021 that the City was successful in obtaining approximately \$28.5 million dollars

in Other share (Provincial and Federal) funding through the Integrated Bilateral Program.

In January of 2021, in conversations with New Brunswick's Regional Development Corporation (RDC) it was determined that there was approximately \$1.27 million dollars of funding available (80% Share) to the City through the COVID-19 Resilience Infrastructure Funding program. The Funding breakdown for this program is 80% federal share and 20% municipal share. The completion deadline for the projects approved under this program was December 31, 2021 however an extension announcement has been made and formal funding amendments are to be granted by the Provincial and Federal Governments in the coming months to extend the project completion timelines to December 31st, 2023.

Over several months the City has worked collaboratively with RDC to identify projects that meet the various funding agreement requirements so as to leverage the City's 2021 Capital Programs and address some of the City's asset management needs. Several COVID-19 Resilience Infrastructure Funding program projects have been approved by RDC; however, the City has not received the formal documentation yet.

As a result of the shifting of proposed funding partners for 2021 capital projects and for the City to access the entire funding that is available in the COVID-19 Resilience Infrastructure Funding program, staff had to make adjustments to the funding partners noted on the 2021 Utility and General Fund – Revised 2021 Capital Programs which was approved by Council on February 22, 2022.

The table below lists all the projects proposed under the COVID-19 Resilience Infrastructure Funding program. All the projects except one are currently within the 2021 General Fund Capital Program, however, various projects scope have been increased where required. The one additional project that was not listed in the 2021 Utility Fundy Capital Program is the roof replacements on Saint John Water (SJW) facilities. So as to find acceptable projects to RDC and Infrastructure Canada and while at the same time addressing the City's current asset management needs, this project was added to the funding list. For the projects that are shown currently as approved it is expected that the City will receive formal funding agreements in the coming weeks for Council's consideration.

As submitted - COVID -19 Resilience Infrastructure Funding Program projects				
Title	Description	Other Share	City Share	Approval Status
Municipal Building	Replacement of the existing metal siding that is in poor condition as well as replacing the existing facility sign at the Municipal Operations Complex. Work also includes the replacement of several leaking windows.	\$ 418,600.00	\$ 104,650.00	Approved
Municipal Building	Replacement of existing Air Handling Unit (including control system) at the Municipal Operations Complex.	\$ 84,000.00	\$ 21,000.00	Awaiting Approval
Municipal Building	St. Patrick Pedway Roof Repair and HVAC Replacement	\$ 24,000.00	\$ 6,000.00	Awaiting Approval
Municipal Building	The replacement of the existing HVAC system for the City Market Pedway which connects the City Market to Brunswick Square.	\$ 24,000.00	\$ 6,000.00	Awaiting Approval
Municipal Building	Replacement of the existing roofs (i.e. plywood, shingles & insulation) at Fire Stations #5 & #7	\$ 200,000.00	\$ 50,000.00	Approved
SJW Buildings	Roof replacements at several SJW facilities including the Spruce Lake Pump Station, Millidgeville Wastewater Treatment Facility (WWTF), Lancaster WWTF and Eastern WWTF	\$ 522,934.00	\$ 130,733.00	Approved
Total		\$ 1,273,534.00	\$ 318,383.00	

The projects proposed for Community Development Funding are in the process of being applied for however to date the City has not received approvals from the Province for these projects yet. The Province has reviewed and given indications that the projects are suitable for consideration within the eligibility criteria. Many of the projects planned in the 2021 General Fund Capital Program were planned to be funded under the Community Development Funding program however are now being funded under the COVID-19 Resilience Infrastructure Funding program (80% funding from others as opposed to 50% funding from others). The table below lists all the projects proposed for funding under the Community Development Funding program.

Community Development Funding program Projects				
Title	Description	Other Share	City Share	Approval Status
Charles Gorman Arena, Stewart Hurley Arena & Lord Beaverbrook Arena	Replacement of an existing chiller at the Charles Gorman Arena as well as replacing three existing condensers at the Charles Gorman Arena, Stewart Hurley Arena and Lord Beaverbrook Arena.	\$ 95,000.00	\$ 95,000.00	Awaiting Approval
TD Station	Replacing the existing dasher boards and glass with new boards and glass that meet QMJHL Requirements	\$ 225,000.00	\$ 225,000.00	Application being completed
Various Municipal & Water Facilities	Asset Management Information System (AMIS). Project scope includes the purchase of the required software, obtaining necessary training, completing City infrastructure update, etc.	\$ 87,500.00	\$ 87,500.00	Project not acceptable under funding eligibility criteria
Carleton Community Centre	Repairs to the existing building foundation and completing necessary water proofing as Community Center has a foundation leak.	\$ 75,000.00	\$ 75,000.00	Application being completed
City Market	Renovation of upper City Market Lobby Entrance as well as Elevator Entrance to City Market Tower.	\$ 37,500.00	\$ 37,500.00	Application being completed
Facility Renewal Fund	Supply and installation of a new score clock at the Shamrock Park artificial turf field as well as other improvements to the Shamrock Park Facility. Replacement of an existing wooden structure at the City's Market Place West Playground. The current structure has reached the end of its useful life.	\$ 75,000.00	\$ 75,000.00	Application being completed
Total		\$ 595,000.00	\$ 595,000.00	

SERVICE AND FINANCIAL OUTCOMES

The revised Utility and General Fund programs are provided in Appendix A & B attached.

The table below details the projects that were approved in the 2021 Utility Fund Capital Program that will be affected by the proposed changes to the funding arrangement.

2021 Utility Fund Capital Program

Project	Description	Other Share	Utility Share
Various Municipal & Water Facilities	Asset Management Information System (AMIS). Project scope includes the purchase of the required software, obtaining necessary training, completing City infrastructure update, etc. <i>Project also funded by the General Fund (50/50).</i>		\$175,000.00

After detailed discussions with RDC it was determined that the Asset Management Information System (AMIS) project would not be approved under the COVID-19 Resilience Infrastructure Funding program or the Community Development Funding program. In the 2021 Capital Programs this project was also partially funded by the General Fund Program which was proposed to obtain Community Development funding of 50% of its \$175,000 share for this project. As a result of not being able to obtain funding, this project is proposed to be deleted under the 2021 Utility Fundy Capital Program and instead it will be considered as part of the 2022 Capital Program and the resulting savings would be allocated to fund the roof replacement for the various SJW facilities (MWWTF, EWWTF, LWWTF and Spruce Lake Pump Station). The Utility Share (20%) of the overall estimated cost (\$653,667) for this renewal project is estimated at \$130,733.40. The entire \$175,000 Utility share is proposed to be reallocated to the roof replacement project under the COVID-19 Resilience Infrastructure Funding program. Required Utility funding for the AMIS project will be added to the 2022 Capital Program.

2021 General Fund Capital Program

The table below details the projects that were approved in the 2021 General Fund Capital Program that will be affected by the proposed changes to the funding arrangements for the COVID-19 Resilience Infrastructure Funding program or the Community Development Funding programs.

Project	Description	Other Share	City Share
Municipal Buildings	Replacement of the existing roofs (i.e., plywood, shingles and insulation) at fire stations #5 & #7. <i>Subject to successful funding under the Community Development Fund.</i>	\$ 125,000.00	\$ 125,000.00
Charles Gorman Arena / Stewart Hurley Arena	Replacement of an existing chiller at the Charles Gorman Arena as well as replacing two existing condensers at the Stewart Hurley Arena. <i>Subject to successful funding under the Community Development Fund.</i>	\$ 70,000.00	\$ 70,000.00
Municipal Buildings	Replacement of the existing metal siding that is in poor condition as well as replacing the existing facility sign at the Municipal Operations building (175 Rothesay Avenue). <i>Subject to successful funding under the Community Development Fund.</i>	\$ 110,000.00	\$ 200,000.00
Various Municipal & Water Facilities	Asset Management Information System (AMIS). Project scope includes the purchase of the required software, obtaining necessary training, completing City infrastructure update, etc. <i>Subject to successful funding under the Community Development Fund.</i>	\$ 87,500.00	\$ 87,500.00
Municipal Buildings	Replacement of an existing air handling unit at the Municipal Operations building (175 Rothesay Avenue) including the control system. <i>Subject to successful funding under the Community Development Fund.</i>	\$ 50,000.00	\$ 50,000.00
Municipal Buildings	St Patrick Street Pedway - Roof repair due to existing leak including the replacement of the existing air handling unit. <i>Subject to successful funding under the Community Development Fund.</i>	\$ 7,500.00	\$ 7,500.00
City Market	Renovation of upper City Market Lobby Entrance as well as Elevator Entrance to City Market Tower. <i>Subject to successful funding under the COVID-19 Resilience Infrastructure Fund</i>	\$ 60,000.00	\$ 15,000.00
Total		\$ 510,000.00	\$ 555,000.00

Adjustments have been made to the following table based on the revised funding proposal to situate the City in the best possible position to obtain the all-available funding for the COVID-19 Resilience Infrastructure Funding and Community Development Funding programs.

Project	Description	Other Share	City Share
Municipal Buildings	Replacement of the existing roofs (i.e., plywood, shingles, and insulation) at fire stations #5 & #7. <i>Subject to successful funding under the COVID-19 Resilience Infrastructure Fund</i>	\$ 200,000.00	\$ 125,000.00
Charles Gorman Arena / Stewart Hurley Arena / Lord Beaverbrook Arena	Replacement of an existing chiller at the Charles Gorman Arena as well as replacing three existing condensers at the Stewart Hurley Arena, Charles Gorman Arena and Lord Beaverbrook Arena. <i>Subject to successful funding under the Community Development Fund.</i>	\$ 95,000.00	\$ 95,000.00
Municipal Buildings	Replacement of the existing metal siding that is in poor condition as well as replacing the existing facility sign at the Municipal Operations Complex. Work also includes the replacement of several leaking windows. (175 Rothesay Avenue). <i>Subject to successful funding under the COVID-19 Resilience Infrastructure Fund</i>	\$ 418,600.00	\$ 105,000.00
Various Municipal & Water Facilities	Complete preliminary investigation into setting up the City's Asset Management Information System (AMIS).		\$ 50,000.00
Municipal Buildings	Replacement of an existing air handling unit at the Municipal Operations building (175 Rothesay Avenue) including the control system. <i>Subject to successful funding under the COVID-19 Resilience Infrastructure Fund</i>	\$ 84,000.00	\$ 21,000.00
Municipal Buildings	St Patrick Street Pedway - Roof repair due to existing leak including the replacement of the existing air handling unit. <i>Subject to successful funding under the COVID-19 Resilience Infrastructure Fund</i>	\$ 24,000.00	\$ 6,000.00
City Market	Renovation of upper City Market Lobby Entrance as well as Elevator Entrance to City Market Tower. <i>Subject to successful funding under the Community Development Fund.</i>	\$ 37,500.00	\$ 37,500.00
Total		\$ 859,100.00	\$ 439,500.00

Some of the noted changes compared to what was originally approved are detailed below.

- Funding shares changed based on the revised proposed funding partner for each project. (80% Other Share /20% City Share for COVID-19 Resilience

Infrastructure Funding program and 50% Other Share / 50% City Share for the Community Development Funding program).

- Renewal of the existing condenser at the Lord Beaverbrook was added to the Charles Gorman Arena / Stewart Hurley Arena / Lord Beaverbrook Arena Project scope.
- Added funding for a scope increase to the Replacement of the existing metal siding and window repairs/maintenance project at the Municipal Operations Complex.
- Added funding for the Replacement of the existing roofs at Fire Stations #5 and #7 as tender prices came in higher than anticipated.
- Reduced required funding for the City's Asset Management Information System (AMIS) project. Funding in 2021 will be used to complete a preliminary investigation into setting up an AMIS for the City of Saint John. Further required funding from the General Fund will be added to the 2022 General Fund Capital Program.
- The overall City share savings equates to \$115,500 (\$555,000 – \$439,500).
- If all the funding is obtained by the City from the COVID-19 Resilience Infrastructure Funding program and Community Development Funding program, **this proposal will increase Other Share funding obtained from what was previously approved by \$349,100 (General Fund).**
- If the revised Capital Program is approved, the proposed surplus (\$115,500) when comparing the current 2021 General Fund Capital Program with the revised program will be used to address potential future costs that are greater than the estimated costs within the Revision II program. The surplus City Share funding (\$115,500) will be added to the City Share of the replacement of the existing roofs at Fire Station #5 & #7 project in revision II of the 2021 General Fund Capital Program.

INPUT FROM OTHER SERVICE AREAS AND STAKEHOLDERS

The enclosed revised capital budget changes were coordinated and received input from: Strategic Services (i.e., Finance) and all divisions within Utility and Infrastructure Services.

ATTACHMENTS

Appendix – A – 2021 W&S Utility Fund Capital Program Revision II

Appendix – B – 2021 General Fund Capital Program Revision II

Appendix – C – Common Council Presentation

Project(s) adjusted as a result of changes to the COVID-19 Resilience Infrastructure Funding Program and the Community Development Funding Program.

2021 W&S Utility Fund Capital Program Revision II

Industrial Water Renewal - West

Project	Description	Other Share	Utility Share
Coleson Cove Raw Water Transmission line	Road construction and replacement of three large culverts, including design and construction management services. Phase 1 of 2. Design services of Phase 2 for road construction and replacement of three large culverts.		\$ 525,000.00
Musquash Water Pump Station	Upgrade / reconstruction - Appropriate pump sizing, electrical upgrades, flood proofing, etc. Including design and construction management services. Phase B. <i>Project to be partially funded under DMAF.</i>	\$ 695,000.00	\$ 870,000.00
Total		\$ 695,000.00	\$ 1,395,000.00

Industrial Water Renewal - East

Project	Description	Other Share	Utility Share
Industrial Water Renewal - East	Design services to investigate connecting IP to the East Industrial piped system to reduce the wasting of water and general loss of water in the brook system.		\$ 50,000.00
Total		\$ -	\$ 50,000.00

Infrastructure Renewal - Sanitary

Project	Description	Other Share	Utility Share
Greenhead Road SLS C	Supplemental funding for the renewal of Greenhead Road SLS C.		\$ 90,000.00
Wastewater Treatment Plant Solid Waste Diversion Action Plan	Develop a Solid Waste Diversion Action Plan to detail the preferred septage receiving system to be installed at one of the City's wastewater treatment facilities. <i>Subject to successful funding under the Environmental Trust Fund.</i>	\$ 50,000.00	\$ 10,000.00
Flood Risk Mitigation Strategy for Lower Cove Loop	Develop a strategy to mitigate the effects of coastal flooding on the City's infrastructure in the Lower Cove Loop area (Lower Cove SLS and associated sewer collection system infrastructure). <i>Subject to successful funding under the National Disaster Mitigation Program.</i>	\$ 45,000.00	\$ 45,000.00
Various SJW Water Facilities	Roof replacements at several Saint John Water (SJW) facilities including the Spruce Lake Pump Station, Millidgeville Wastewater Treatment Facility (WWTF), Lancaster Wastewater Treatment Facility (WWTF) and Eastern Wastewater Treatment Facility (EWWTF). <i>Subject to successful funding under the COVID-19 Resilience Infrastructure Fund</i>	\$ 522,934.00	\$ 175,000.00
Catherwood Street (Greystone Terrace)	Renew approx. 55 m of 300mm concrete sanitary sewer to direct flows into an existing sanitary sewer, including design and construction management services.		\$ 125,000.00
Germain Street (St James Street to Lower Cove Loop)	Renew 100 m of 375mm TC sanitary sewer (Condition Grade of 3 with an in service year of 1884), including design and construction management services. <i>Project to be partially funded under Bilateral Funding.</i>	\$ 110,000.00	\$ 40,000.00
Lower Cove Loop (Charlotte Street to Germain Street)	Install 150 m of 525mm concrete sanitary sewer including design and construction management services. <i>Project to be partially funded under Bilateral Funding.</i>	\$ 255,000.00	\$ 95,000.00
Wentworth Street (Elliott Row to Orange Street)	Renew 180 m of 300mm T.C sanitary sewer (Condition Grade of 4 with a year in service of 1867), including design and construction management services. <i>Project to be partially funded under Bilateral Funding.</i>	\$ 175,000.00	\$ 65,000.00
Lakewood Heights Sanitary System	Mitigation measures to reduce inflow / infiltration in the sanitary sewer system, including construction management services.		\$ 250,000.00

Wastewater Pumping (Prospect Street West at Walnut Street)	Pumping station, land acquisition, and required piping to direct flows to sewer on Main Street West for treatment at the Lancaster Lagoon, including construction management services.	\$ -	\$ 575,000.00
Broadview Avenue (Charlotte Street to Carmarthen Street)	Renew 275 m of 375 T.C sanitary sewer (Condition Grade 4), including design and construction management services. <i>Project to be partially funded under Bilateral Funding.</i>	\$ 245,000.00	\$ 90,000.00
Lancaster Lagoon	Construct three headers, one for each cell for the blower system at the Lancaster Lagoon complete with road way construction. Including design and construction management services.		\$ 750,000.00
WWPS Woodlawn Park (1335 Red Head Road)	Design for the replacement of wastewater pumping stations that are at the end of their asset life to provide for reliable collection of wastewater.		\$ 100,000.00
Rodney Street (Market Place to Watson Street)	Renewal of approx. 290 m of T.C, Brick and Concrete sanitary sewer (Condition Grade 3), including design and construction management services. <i>Project to be funded under G.T.F.</i>	\$ 410,000.00	
St James Street (Prince William Street to Germain Street)	Renew 111 m of 250mm and 375mm T.C sanitary sewer (Condition Grade of 3.5 with an in service year of 1876), including design and construction management services. <i>Project to be partially funded under Bilateral Funding.</i>	\$ 100,000.00	\$ 36,000.00
Structural Lining	Structurally line and point repairs to sanitary sewers, including design and construction management services.		\$ 225,000.00
Waterloo Street (Haymarket Square to Castle Street)	Renew approx. 330 m of 300mm and 375mm T.C sanitary sewer (Condition Grade of 5 with an in service year of 1869), including design and construction management services. <i>Project to be partially funded under Bilateral Funding.</i>	\$ 310,000.00	\$ 115,000.00
Princess Street (Water Street to Germain Street)	Install approx. 100m of 300mm sanitary sewer for separation, including design and construction management services. <i>Project to be funded under G.T.F.</i>	\$ 205,000.00	
Princess Street (Wentworth Street to Crown Street)	Renew approx. 250m of 225mm and 300mm TC sanitary sewer (Condition Grade of 5 with an in service year of 1893), with new 200mm and 300mm sanitary sewer, including design and construction management services. <i>Project to be partially funded under Bilateral Funding.</i>	\$ 265,000.00	\$ 95,000.00
WWPS Beach Crescent (11 Beach Crescent)	Reconstruction lift station above flood level to provide for reliable collection of wastewater, including design and construction management services. Phase A. <i>Project to be partially funded under DMAF.</i>	\$ 340,000.00	\$ 510,000.00
Total		\$ 3,032,934.00	\$ 3,391,000.00

Infrastructure Renewal - Water

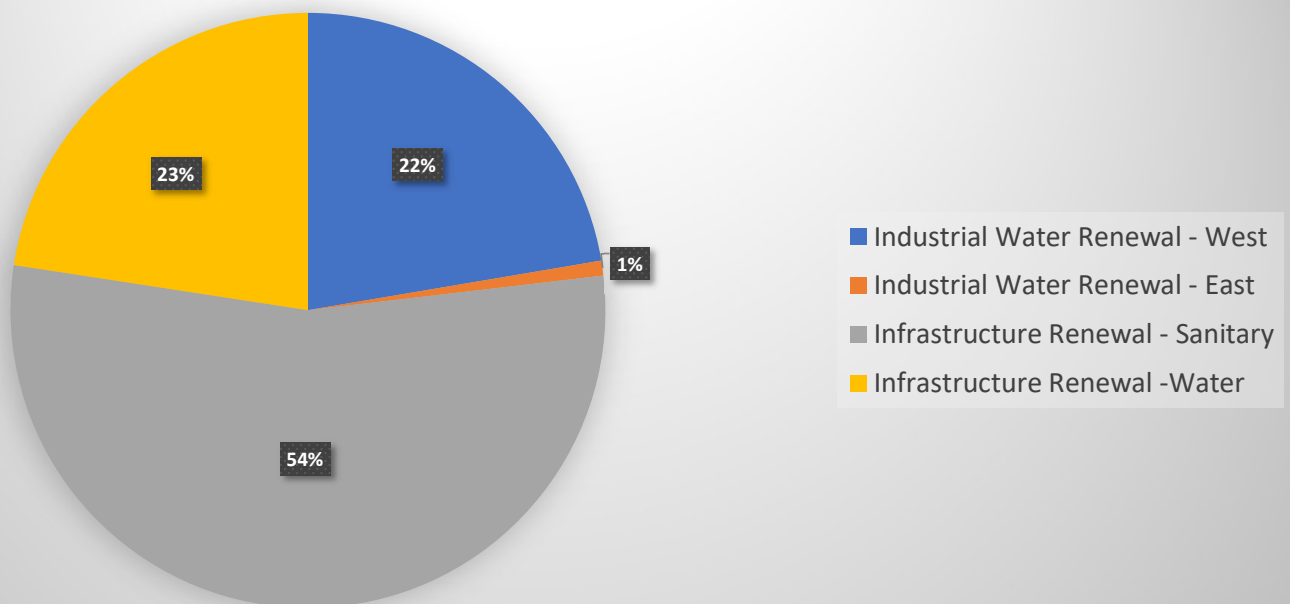
Project	Description	Other Share	Utility Share
Engineering Investigation and Design	Funding for engineering investigations and design for various projects under the Water and Sanitary Categories.		\$ 300,000.00
Westmorland Road & Bayside Drive Flow Meters / Chamber #33 Flow Limiting Valves	Installation of Electro-Magnetic flow meters east of PRV #104B and at PRV #10 including construction management. Supply and installation of flow limiting valves on the east side supply lines to Mill Road Vault, including construction management.		\$ 180,000.00
Fleet Replacement	Fleet Replacement for Saint John Water. <i>Project to be funded under Fleet Reserve.</i>	\$ 485,000.00	
Removal of cross-connections on Potable Water and Raw Water Transmission mains	Removal of two cross-connections on Potable Water and Raw Water Transmission mains, including construction management services (Ocean Westway / Route 7 Overpass).		\$ 150,000.00
Germain Street (St James Street to Lower Cove Loop)	Renew 100 m of 200mm watermain (1955), including design and construction management services. <i>Project to be partially funded under Bilateral Funding.</i>	\$ 90,000.00	\$ 35,000.00
Lower Cove Loop (Charlotte Street to Germain Street)	Install 150 m of 200mm watermain, including design and construction management services. <i>Project to be partially funded under Bilateral Funding.</i>	\$ 135,000.00	\$ 50,000.00

Wentworth Street (Elliott Row to Orange Street)	Renew 350 m of 300mm CI watermain (1931), including design and construction management services. <i>Project to be partially funded under Bilateral Funding.</i>	\$ 445,000.00	\$ 165,000.00
Broadview Avenue (Charlotte Street to Carmarthen Street)	Renew 275 m of 150 mm CI watermain (1917), including design and construction management services. <i>Project to be partially funded under Bilateral Funding.</i>	\$ 225,000.00	\$ 85,000.00
Rodney Street (Market Place to Watson Street)	Renewal of approx. 295 m of 300mm CI watermain, including design and construction management services. <i>Project to be funded under G.T.F.</i>	\$ 345,000.00	
St James Street (Prince William to Germain Street)	Renew 110 m of 250mm CI watermain (1876), including design and construction management services. <i>Project to be partially funded under Bilateral Funding.</i>	\$ 125,000.00	\$ 45,000.00
Waterloo Street (Haymarket Square to Castle Street)	Renew approx. 330 m of 300mm CI watermain(1856), including design and construction management services. <i>Project to be partially funded under Bilateral Funding.</i>	\$ 450,000.00	\$ 275,000.00
Princess Street (Wentworth Street to Crown Street)	Renew approx. 275m of 250mm CI (1924) watermain, including design and construction management services. <i>Project to be partially funded under Bilateral Funding.</i>	\$ 335,000.00	\$ 125,000.00
Total		\$ 2,635,000.00	\$ 1,410,000.00

Revised 2021 W&S Utility Fund Capital Program Summary

Category	Other Share (\$)	City Share (\$)	Total (\$)
Industrial Water Renewal - West	\$ 695,000.00	\$ 1,395,000.00	\$ 2,090,000.00
Industrial Water Renewal - East	\$ -	\$ 50,000.00	\$ 50,000.00
Infrastructure Renewal - Sanitary	\$ 3,032,934.00	\$ 3,391,000.00	\$ 6,423,934.00
Infrastructure Renewal -Water	\$ 2,635,000.00	\$ 1,410,000.00	\$ 4,045,000.00
Total (\$)	\$ 6,362,934.00	\$ 6,246,000.00	\$ 12,608,934.00

Summary of Capital Costs (Utility Share)



Project(s) adjusted as a result of changes to the COVID-19 Resilience Infrastructure Funding Program and the Community Development Funding Program.

2021 General Fund Capital Program Revision II

Fundy Quay

Project	Description	Other Share	City Share
Fundy Quay	Soil Remediation - Develop and implement strategy to effectively manage existing soil contamination on the site.		\$ 2,486,000.00
Fundy Quay	Infill - Re-grading the site while incorporating the seawall refurbishment to facilitate future development. <i>Project to be partially funded by the Province of New Brunswick.</i>	\$ 625,000.00	\$ 1,875,000.00
Fundy Quay	Harbour Passage & Pedway - Obtaining public access to waterfront property which will be key to improving active transportation in the uptown area. <i>Project to be partially funded by the COVID-19 Resilience Infrastructure Fund</i>	\$ 7,996,000.00	\$ 1,999,000.00
Fundy Quay	Loyalist Plaza - Re-development of the highly utilized public space which will allow for the integration of the plaza design with the design of the surrounding development. <i>Project to be partially funded under Bilateral Funding and by the Province of New Brunswick.</i>	\$ 2,452,750.00	\$ 222,250.00
Fundy Quay	Additional Fundy Quay funding for Soil Remediation, Infill, Harbour Passage & Pedway and Loyalist Plaza. <i>- Pay as you go funding for the Other Share</i>	\$ 1,635,000.00	\$ 825,000.00
Total		\$ 12,708,750.00	\$ 7,407,250.00

Corporate Performance

Information Technology	IT Infrastructure Replacement / Upgrades / ERP System	\$ 835,000.00	\$ 1,500,000.00
Total		\$ 835,000.00	\$ 1,500,000.00

Finance and Administration Services

Project	Description	Other Share	City Share
Fleet	Fleet Replacement	\$ 2,065,000.00	
Total		\$ 2,065,000.00	\$ -

Saint John Parking

Parking	Replacement of 17 Parking Meters		\$ 113,000.00
Parking	Bus Shelter - Market Square		\$ 10,000.00
Total		\$ -	\$ 123,000.00

Asset and Facility Management

Project	Description	Other Share	City Share
Fundy Quay	Fundy Quay - Seawall Refurbishment - <i>Project to be partially funded by the Province of New Brunswick.</i>	\$ 3,240,000.00	
Fundy Quay	Fundy Quay - Seawall Refurbishment - <i>Project to be partially funded under DMAF.</i>	\$ 2,180,000.00	\$ 1,530,000.00
Municipal Buildings	Deep Municipal Energy Retrofit. <i>Subject to Federal Funding.</i>	\$ 553,333.00	\$ 575,000.00
Market Square	District Energy Phase 1. <i>Subject to Federal Funding.</i>	\$ 488,000.00	\$ 732,000.00
Lord Beaverbrook	Main Electrical Services Upgrade		\$ 100,000.00
Municipal Buildings	Replacement of the existing roofs (i.e. plywood, shingles and insulation) at fire stations #5 & #7. <i>Subject to successful funding under the COVID-19 Resilience Infrastructure Fund</i>	\$ 200,000.00	\$ 240,500.00
Charles Gorman Arena / Stewart Hurley Arena / Lord Beaverbrook Arena	Replacement of an existing chiller at the Charles Gorman Arena as well as replacing three existing condensers at the Stewart Hurley Arena, Charles Gorman Arena and Lord Beaverbrook Arena. <i>Subject to successful funding under the Community Development Fund.</i>	\$ 95,000.00	\$ 95,000.00
TD Station	Replacing the existing dasher boards and glass with new boards and glass that meet QMJHL Requirements. <i>Subject to successful funding under the Community Development Fund.</i>	\$ 225,000.00	\$ 225,000.00
Municipal Buildings	Replacement of the existing metal siding that is in poor condition as well as replacing the existing facility sign at the Municipal Operations Complex. Work also includes the replacement of several leaking windows. (175 Rothesay Avenue). <i>Subject to successful funding under the COVID-19 Resilience Infrastructure Fund</i>	\$ 418,600.00	\$ 105,000.00
Various Municipal & Water Facilities	Complete preliminary investigation into setting up the City's Asset Management Information System (AMIS).		\$ 50,000.00
Carleton Community Centre	Repairs to the existing building foundation and completing necessary water proofing as Community Center has a foundation leak. <i>Subject to successful funding under the Community Development Fund.</i>	\$ 75,000.00	\$ 75,000.00

Municipal Buildings	Replacement of an existing air handling unit at the Municipal Operations building (175 Rothesay Avenue) including the control system. <i>Subject to successful funding under the COVID-19 Resilience Infrastructure Fund</i>	\$ 84,000.00	\$ 21,000.00
Municipal Buildings	St Patrick Street Pedway - Roof repair due to existing leak including the replacement of the existing air handling unit. <i>Subject to successful funding under the COVID-19 Resilience Infrastructure Fund</i>	\$ 24,000.00	\$ 6,000.00
Municipal Buildings	City Market Pedway HVAC Upgrade. <i>Subject to successful funding under the COVID-19 Resilience Infrastructure Fund</i>	\$ 24,000.00	\$ 6,000.00
City Market	Renovation of upper City Market Lobby Entrance as well as Elevator Entrance to City Market Tower. <i>Subject to successful funding under the Community Development Fund.</i>	\$ 37,500.00	\$ 37,500.00
TD Station	Heat Pump Replacement		\$ 50,000.00
Trade and Convention Center	Replacement Equipment (Banquet Equipment, Tables & Walk-in Fridge).		\$ 80,000.00
Trade and Convention Center	Replace Flooring and Staging Equipment.		\$ 30,000.00
Trade and Convention Center	Security Upgrades.		\$ 15,000.00
Total		\$ 7,644,433.00	\$ 3,973,000.00

Parks & Recreation Services

Project	Description	Other Share	City Share
Facility Renewal Fund	Supply and installation of a new score clock at the Shamrock Park artificial turf field as well as other improvements to the Shamrock Park Facility. Replacement of an existing wooden structure at the City's Market Place West Playground. The current structure has reached the end of its useful life. <i>Subject to successful funding under the Community Development Fund.</i>	\$ 75,000.00	\$ 75,000.00
Total		\$ 75,000.00	\$ 75,000.00

Storm Water

Project	Description	Other Share	City Share
Catherwood Street (Ready Street to Greystone Terrace)	Renew approx. 85 m of new 375mm storm sewer for separation, remove two CB's on Greystone Terrace, and redirect two CB's at the top of Catherwood Street into the storm sewer, including design and construction management services.		\$ 134,350.00
Germain Street (St James Street to Lower Cove Loop)	Renew 125 m of 600mm storm sewer for separation, including design and construction management services. <i>Project to be partially funded under Bilateral Funding.</i>	\$ 115,000.00	\$ 40,000.00
Water Street Outfall	Install approx. 70 m of new 1800mm storm sewer and outfall for separation, including design and construction management services.		\$ 840,000.00
Wentworth Street (Elliott Row to Orange Street)	Install approx. 190 m of 375mm storm sewer for separation, including design and construction management services. <i>Project to be partially funded under Bilateral Funding.</i>	\$ 140,000.00	\$ 50,000.00
Broadview Avenue (Charlotte Street to Carmarthen Street)	Install approx. 275 m of 375 mm and 450mm storm sewer for separation, including design and construction management services. <i>Project to be partially funded under Bilateral Funding.</i>	\$ 200,000.00	\$ 75,000.00
Rodney Street (Market Place to Watson Street)	Install approx. 150m of new 600mm storm sewer and 135m of 450mm storm sewer for separation, including design and construction management services. <i>Project to be funded under the G.T.F.</i>	\$ 340,000.00	
St James Street (Prince William Street to Germain Street)	Install 113 m of 300mm storm sewer for separation, including design and construction management services. <i>Project to be partially funded under Bilateral Funding.</i>	\$ 70,000.00	\$ 25,000.00
Waterloo Street (Haymarket Square to Castle Street)	Install approx. 400m of new 300mm and 375mm storm sewer for separation, including design and construction management services. <i>Project to be partially funded under Bilateral Funding.</i>	\$ 360,000.00	\$ 135,000.00
Princess Street (Water Street to Germain Street)	Install approx. 46 m of 300mm and 56m of 375mm storm sewer for separation, including design and construction management services. <i>Project to be funded under G.T.F.</i>	\$ 160,000.00	
Princess Street (Wentworth Street to Crown Street)	Install approx. 255 of new 300mm storm sewer for separation, including design and construction management services. <i>Project to be partially funded under Bilateral Funding.</i>	\$ 205,000.00	\$ 75,000.00
Total		\$ 1,590,000.00	\$ 1,374,350.00

Transportation

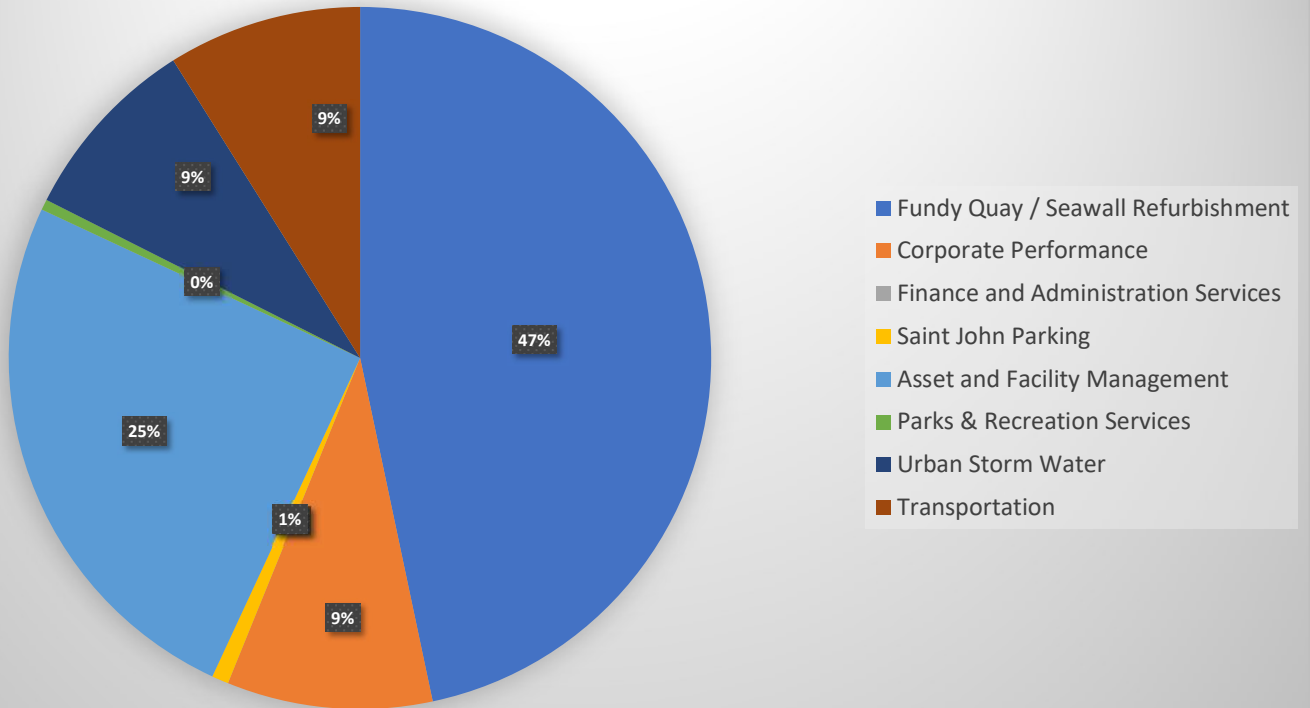
Project	Description	Other Share	City Share
Charlotte Street (Trinity Church to Princess Street)	Street reconstruction (curb, sidewalk, landscaping and paving), including design and construction management services. Saint John Energy proposed to be participating in the project by providing their services, estimated at \$200,000, to convert the overhead high voltage lines to underground. Asphalt pavements \$41,000 / 0.27 LK.		\$ 360,000.00
Engineering Investigation and Design	Funding for engineering investigations and design for various projects under the Storm and Transportation Categories.		\$ 300,000.00

Asphalt Roadway Resurfacing and Curb & Sidewalk Renewal - Neighbourhoods	Renewal of asphalt roadway and concrete curb and sidewalk including drainage control and landscaping in conjunction with the annual asphalt roadway maintenance and rehabilitation program. <i>Pay as you go.</i>	\$ 434,000.00	
Asphalt Roadway Resurfacing and Curb & Sidewalk Renewal - Neighbourhoods	Renewal of asphalt roadway and concrete curb and sidewalk including drainage control and landscaping in conjunction with the annual asphalt roadway maintenance and rehabilitation program. <i>Project to be funded under G.T.F.</i>	\$ 1,500,000.00	
Germain Street (St James Street to Lower Cove Loop)	Street reconstruction (curb, sidewalk, landscaping and paving), including design and construction management services. Asphalt pavements \$43,000 / 0.28LK. <i>Project to be partially funded under Bilateral Funding.</i>	\$ 130,000.00	\$ 50,000.00
Wentworth Street (Elliott Row to Orange Street)	Street reconstruction (curb, sidewalk, landscaping and paving), including design and construction management services. Asphalt pavements \$156,000 / 1.05LK. <i>Project to be partially funded under Bilateral Funding.</i>	\$ 455,000.00	\$ 170,000.00
Broadview Avenue (Charlotte Street to Carmarthen Street)	Street reconstruction (curb, sidewalk, landscaping and paving), including design and construction management services. Asphalt pavements \$97,000 / 0.67LK. <i>Project to be partially funded under Bilateral Funding.</i>	\$ 360,000.00	\$ 130,000.00
Rodney Street (Market Place to Watson Street)	Street reconstruction (curb, sidewalk, landscaping and paving), including design and construction management services. Asphalt pavements \$140,000 / 0.94LK. <i>Project to be funded under the G.T.F.</i>	\$ 550,000.00	
St James Street (Prince William Street to Germain Street)	Street reconstruction (curb, sidewalk, landscaping and paving), including design and construction management services. Asphalt pavements \$42,000 / 0.28LK. <i>Project to be partially funded under Bilateral Funding.</i>	\$ 160,000.00	\$ 60,000.00
Waterloo Street (Haymarket Square to Castle Street)	Street reconstruction (curb, sidewalk, landscaping and paving), including design and construction management services. Asphalt pavements \$150,000 / 0.98LK. <i>Project to be partially funded under Bilateral Funding.</i>	\$ 610,000.00	\$ 225,000.00
Princess Street (Wentworth Street to Crown Street)	Street reconstruction (curb, sidewalk, landscaping and paving), including design and construction management services. Asphalt pavements \$108,000 / 0.72LK. <i>Project to be partially funded under Bilateral Funding.</i>	\$ 325,000.00	\$ 120,000.00
Total		\$ 4,524,000.00	\$ 1,415,000.00

Revised 2021 General Fund Capital Program Summary

Category	Other Share (\$)	City Share (\$)	Total (\$)
Fundy Quay / Seawall Refurbishment	\$ 12,708,750.00	\$ 7,407,250.00	\$ 20,116,000.00
Corporate Performance	\$ 835,000.00	\$ 1,500,000.00	\$ 2,335,000.00
Finance and Administration Services	\$ 2,065,000.00	\$ -	\$ 2,065,000.00
Saint John Parking	\$ -	\$ 123,000.00	\$ 123,000.00
Asset and Facility Management	\$ 7,644,433.00	\$ 3,973,000.00	\$ 11,617,433.00
Parks & Recreation Services	\$ 75,000.00	\$ 75,000.00	\$ 150,000.00
Urban Storm Water	\$ 1,590,000.00	\$ 1,374,350.00	\$ 2,964,350.00
Transportation	\$ 4,524,000.00	\$ 1,415,000.00	\$ 5,939,000.00
Total (\$)	\$ 29,442,183.00	\$ 15,867,600.00	\$ 45,309,783.00

Summary of Capital Costs (City Share)





Utility & General Fund - 2021 Capital Programs Revision II

Common Council

May 3rd, 2021



SAINT JOHN

Primary Reason for the Revisions

- The main reason for Revision II to the 2021 Utility Fund and General Fund Capital Programs:
 - Reallocation of funding associated with the revised COVID-19 Resilience Infrastructure Funding Program submissions and the Community Development Funding Program submissions.



Bottom line: Leveraging every dollar available to the City of Saint John

Background

- January of 2021 through working with New Brunswick's Regional Development Corporation (RDC) it was identified that there was approximately \$1.27 million dollars of funding available to the City through the **COVID-19 Resilience Infrastructure Funding program**
 - Funding breakdown is 80% Federal Share & 20% City Share
- Funding is also available through the **Community Development Funding Program (approximately \$825k)**
 - Funding breakdown is 50% Provincial Share & 50% City Share
- Changes to the Capital program needed to be made as a result of:
 - Changing the proposed funding partners for a number of 2021 Capital Projects based on discussions and feedback from RDC
 - City is attempting to access the entire funding envelope available

Saint John Water – Revision II - 2021 Capital Highlights

- Revised 2021 Capital budget \$12,608,934
- Utility Funding for Capital budget – Capital from Operating Remains Unchanged at \$6,246,000
- Additional leveraging of funding from other sources - Now at \$6,362,934 (50.5%)
 - An increase of \$522,934 from Other Share
 - Increase of Other share is from adding numerous roof renewal projects and obtaining COVID-19 Resilience Infrastructure Funding for this inventory of projects.



2021 Revised General Capital Budget - Overview

- Revision II of the General Fund Capital Budget - \$45,309,783
 - City Share remains unchanged at \$15,867,600
 - Other Share increased by \$349,100 to \$29,442,183
 - Increase of Other share is attributed to changing of proposed funding partners to obtain all of available COVID-19 Resilience Infrastructure Funding.



Recommendation

It is recommended that members of Council:

- Approve Revision II of the 2021 Water and Sewerage Utility Fund Capital Budget in the amount of \$12,608,934 (gross) with contributions from other sources of \$6,362,934 yielding a net capital budget in the amount of \$6,246,000 to be funded by pay as you go (net) as set in Appendix A.

It is recommended that members of Council:

- Approve Revision II of the 2021 General Fund Capital Budget in the amount of \$45,309,783 (gross) with contributions from other sources of \$29,442,183, yielding a net Capital budget in the amount of \$15,867,600 to be funded by debt issue (net) as set in Appendix B.

COMMON COUNCIL REPORT

M&C No.	2021-138
Report Date	April 28, 2021
Meeting Date	May 03, 2021
Service Area	Finance and Administrative Services

His Worship Mayor Don Darling and Members of Common Council

SUBJECT: FAS-005 Capital Budget Policy

OPEN OR CLOSED SESSION

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

AUTHORIZATION

Primary Author	Commissioner/Dept. Head	City Manager
Craig Lavigne	Kevin Fudge	John Collin

RECOMMENDATION

It is recommended that Common Council approve policy FAS-005 Capital Budget Policy as presented.

EXECUTIVE SUMMARY

The Finance Committee received an update on both the City’s Asset Management Plan and the City’s Long Term Financial Plan at its meeting held on April 28th. As part of the update to the various plans, there was a recommendation to update the Capital Budget Policy.

The Finance Committee approved the recommended change in the Capital Budget Policy. The change would allocate annual capital investments in the General Fund to 85% Capital Renewal and 15% New Capital. This would ensure alignment with the approved Long Term Financial Plan, Asset Management Plan, and other Financial Policies.

PREVIOUS RESOLUTION

M&C Report No: 2018-189 – Capital Budget Policy, FAS-005
Finance Committee – April 28th, 2021

REPORT

The Finance Committee received an update on both the City’s Asset Management Plan and the City’s Long Term Financial Plan at its meeting held on April 28th. As part of the update to the various plans, there was a recommendation to update the Capital Budget Policy.

The Asset Management Plan continues to evolve as asset data becomes more refined and more reliable. There continues to be a reduction in the General Fund's Infrastructure deficit as investments continue to be made and asset data in updated.

The updated Long Term Financial Plan was also brought forward to the Finance Committee based on current financial information, updated projections as well as updated asset management information.

Based on these updated plans and recommendations, the Finance Committee approved changing the Capital Budget Policy to allocate General Fund annual capital investment to 85% Capital Renewal and 15% New Capital investment. The previous allocation was 90% Capital Renewal and 10% New Capital investment

This change will ensure that the City's Long Term Financial Plan, along with the Asset Management Policy and other financial policies are aligned.

STRATEGIC ALIGNMENT

This report is aligned with Common Council's priority of being more fiscally responsible by ensuring decisions are in line with long term financial plan, asset management plan and aligning with approved policies.

SERVICE AND FINANCIAL OUTCOMES

This report is aligned with Common Council's approved Long Term Financial Plan, Asset Management Plan, and other financial policies.

INPUT FROM OTHER SERVICE AREAS AND STAKEHOLDERS

Input has been received from Finance Committee

ATTACHMENTS

Appendix 1 – FAS-005 Capital Budget Policy



SAINT JOHN

Title: Capital Budget Policy

Subject: Capital Budget Policy	Category: Strategic Services
Policy No.: FAS-005	M&C Report No.: 2018-189
Effective Date: July 9 th , 2018	Next Review Date:
Area(s) this policy applies to: Cross Corporate	Office Responsible for review of this Policy: Strategic Services
Related Instruments: FAS-001 Asset Management Policy FAS-002 Investment Management Policy FAS-003 Reserves Policy FAS-004 Operating Budget Policy FAS-005 Capital Budget Policy FAS-006 Debt Management Policy	Policy Sponsors: Chief Financial Officer and Chief of Staff
	Document Pages: This document consists of 4 pages.
Revision History:	
<div style="border: 2px solid red; padding: 10px; margin: 10px auto; width: 80%;"> <p>Common Clerk's Annotation for Official Record</p> <p>Date of Passage of Current Framework: _____</p> <p>I certify that this Policy was adopted by Common Council as indicated above.</p> <p>_____</p> <p style="text-align: center;">Common Clerk</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Date</p> </div>	
Contact: Chief Financial Officer and Chief of Staff – Kevin Fudge Telephone – 506-635-2011 Email – kevin.fudge@saintjohn.ca	



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POLICY STATEMENT

1. This Policy applies to budgeting by the Municipality for capital funds;
2. Each council shall adopt a Capital Budget for each calendar year;
3. Capital budget shall align with the Council approved Long Term Financial Plan which includes a 10 Year Capital Investment Plan and a 10 Year Debt Plan;
4. Finance Committee will review the 10 year Capital Investment Plan Annually and recommend any major amendments to the Plan to Council for approval;
5. The Capital Budget Policy supports the City to achieve its current and future goals in a fiscally responsible and sustainable manner;
6. Capital Budget Investment decisions shall be evidence based and conform with the Asset Management Policy;
7. The Capital Budget Policy shall comply with all relevant provisions of the *Local Governance Act* and all other applicable legislation.

PRINCIPLES AND STRATEGIES

1. **Affordability** – Capital Budget shall reflect the level of infrastructure investment required to achieve agreed upon service and taxation objectives in the Council approved Long Term Financial Plan;
2. **Ownership** – Only City owned assets, which meet the definition of asset pursuant to Generally Accepted Accounting Principles, shall be funded in the Capital Budget. Funding agreements prior to the approved Capital Budget Policy Council approval date are exempted from the policy;
3. **Fiscal Responsibility** – The City shall reduce its reliance on debt and address the infrastructure deficit by increasingly funding Reserves and Pay-As-You-Go to fund infrastructure renewal;
4. **Asset Management** – The Capital Budget shall consider the full life-cycle cost based on asset management best practices and adhere to the Asset Management Policy.

CAPITAL PRIORITIZATION

1. To strategically manage the City's debt and infrastructure deficit, the General Fund Capital Budget shall comprise of 85% Capital Renewal and 15% for New Capital and shall align with the City's Long Term Financial Plan and the City's Strategic Plan. The Utility Fund will shall comprise of 90% Capital Renewal and 10% for New Capital.
2. For the purpose of this policy, Capital Renewal is defined as any capital investment which renews, refurbishes, repurposes, or replaces an existing asset and does not increase the total lifecycle costs to maintain the asset.

3. Proposed Capital Budget Projects will be prioritized in the following order;
 - a. **Mandatory** – Must be completed due to legal or regulatory requirements;
 - b. **Risk** – Required to mitigate liability associated with health and safety, mitigate liability or to mitigate sudden asset failure;
 - c. **Priority of Council** – As stipulated in the 10 Year Capital Investment Plan (Long Term Financial Plan) and supported by evidence-based asset management recommendations and are part of the City’s strategic plans;
 - d. **Positive Financial Impact** – The Capital request not included in the 10 year Capital Investment Plan but can be supported by a business case that demonstrates a positive financial impact for taxpayers – would require a Council approved adjustment to the Capital Investment Plan and Capital Budget;
 - e. **Discretionary** – New asset which aim to increase or enhance service level to the residents and taxpayers. Requires amendment to the Long Term Financial Plan, the City strategic plans, and supported by a business cases.

CARRY OVER OF PREVIOUS YEAR APPROVED CAPITAL BUDGET

Approved capital budget projects must be started by the end of the second year after approval.

INTER-GOVERNMENTAL CAPITAL GRANTS

Inter-Governmental capital grants shall only be pursued for Capital projects in line with Council priorities, the approved Capital Budget, and the approved 10 Year Capital Investment Plan.

CAPITAL BUDGET SHORTFALLS & SURPLUSES

1. Common Council must approve any adjustments to the Capital Budget for additional funding to cover Capital Budget shortfalls that exceed the City Managers authority level;
2. Capital Budget surpluses, where budgeted Capital funds exceed actual capital shall be, with Council approval;
 - a. Realized as savings resulting in reduced debt financing;
 - b. Used to offset deficits in other approved Capital Budget shortfalls;
 - c. Leveraged to address the infrastructure deficits identified in the Asset Management Plan and the 10 Year Capital Investment Plan.

COMMON COUNCIL REPORT

M&C No.	2021-144
Report Date	April 29, 2021
Meeting Date	May 03, 2021
Service Area	Human Resources

His Worship Mayor Don Darling and Members of Common Council

SUBJECT: Group Benefit Plan Update

AUTHORIZATION

Primary Author	Commissioner/Dept. Head	City Manager
Leah Robichaud	Stephanie Hossack/ Kevin Fudge	John Collin

RECOMMENDATION

It is the recommendation of Finance Committee that Common Council accept the plan design changes and premium increases as outline herein and authorize Mayor and Council to execute amended contracts with Managed Health Care Services Inc. in the form attached.

EXECUTIVE SUMMARY

The Group Benefit Plan for the City of Saint John provides benefits to all current employees of the City, the Saint John Police department, and Pensioners who have opted to remain on the Plan. The plan design is an Administrative Service Only plan, which means that the City has full liability for the benefits covered and ensuring that the premiums set and collected cover the full cost of claims and related administrative costs of the Plan. The Plan has been operating at a deficit of an average of \$250,000 for the past three years. The Plan has been stable and had a surplus balance to cover the deficit, however it is not sustainable. Through a Benefit Steering Committee, a variety of options have been explored including adjustment to benefits and premium increases. The recommendations result in an estimated savings to the Plan of approximately \$255,000. It is recommended that the Plan Design changes be effective on July 1, 2021 and the increases to premiums, including Family Dental be effective on January 1, 2022.

PREVIOUS RESOLUTION

June 17, 2019:

5.13 That as recommended by the City Manager in the submitted report *M&C 2019-32: RFP City of Saint John Benefit Administration*, the City remain with the current carriers for employee benefits: Manulife Financial for Extended Health and Dental, Managed Health Care Services Inc. for Prescription Drugs and A.I.G. for Travel Insurance and Accidental Death and Dismemberment Insurance; and that the Mayor and Common Clerk be authorized to execute contracts with Manulife Financial, Managed Health Care Services Inc., Blue Cross and AIG in the form submitted.

July 25, 2016

5. 15 That as recommended by the City Manager in the submitted report M& C 2016- 200: City of Saint John' s Prescription Drug Plan - Contract Renewal and Individual Large Amount Pooling Program, the Mayor and Common Clerk be authorized to execute contracts with Managed Health Care Services Inc. (MHCSI), AIG and with Royal and Sun Alliance Insurance Company of Canada in the form attached to the M& C No. 2016- 200 and dated July 25, 2016.

REPORT

Background

The City of Saint John Group Benefit Plan (the Plan) covers all permanent employees of the City of Saint John, Saint John Police Force and Pensioners who have opted to remain on the plan upon retirement. The Plan has been stable and both premiums and plan design have remained unchanged for more than eleven (11) years. The Plan oversight is shared between the Plan Administrator in Human Resources, Finance, and the Benefit Steering Committee, representing all employee groups. The Plan has had a deficit on average of \$250,000 per year for the last three (3) years.

The Plan Design is an Administrative Services Only (ASO) Plan which means that the Plan is responsible for all cost of claims eligible for benefit and the benefit providers charge an administrative fee only to administer the claims on the Plan's behalf. The Plan includes coverage for prescription drugs, extended health and dental which are administered by external providers. Managed Health Care Services Inc for prescription drugs and Manulife Financial covers extended health and dental based on the plan design requirements of the City of Saint John. The Plan Administrators are not responsible, nor have any authority, in the premium rate setting or level of benefits. The last changes to Plan Design were in January 2001 which included the elimination of massage therapy, elimination of semi-private hospital rooms, and the elimination of over-the-counter drugs covered through the Plan. These changes in addition to a premium increase were required to address a deficit.

The Plan, through review by the BSC, sets the premium rates to ensure financial stability to cover all costs associated including claims, administration fees and insurance. The premium rates are cost shared with the employer (75%) for all active employees who pay 25% of the set premium. Retirees pay 100% of the set premium. The current premium rates were set in December 2010 and are as follows:

	Monthly Premiums	
	Single	Family
Health	\$85.82	\$187.09
Dental	\$70.71	\$70.71

Recommended Changes

The Plan Administrator from Human Resources provided notice to the union executives and the BSC that changes in Plan Design and/or Premium Increases equal to a minimum of \$250,000 are required to maintain financial stability of the Plan. A variety of options were explored, and the following are the recommendations voted by the BSC. A letter of support and recommendation from the Committee Chair has been included as well.

Summary of changes:

1. Requirement for Mandatory Generic Drugs effective April 1, 2021. This change will result in greater savings in years to come as all current prescriptions that have a “No Substitution” would be grandfathered.
2. Increased access to mental health providers through an expanded definition of eligible practitioners, no change to level of benefit. The current benefit is equal to 80% of \$350 per calendar year for psychologist only. At the recommendation of Manulife, the new standard includes Clinical Counsellor, Marriage and Family Therapist, Psychoanalyst, Social Worker and Psychotherapist. The effective date of this change was April 1, 2021.
3. Adjustment to the Co-Pay amount for prescription drugs effective July 1, 2021. The current co-pay is \$5, and the committee is recommending an increase to \$7.
4. Increase in rate for Family Dental coverage effective January 1, 2022. Premium rates for dental benefit are currently the same for single or family coverage. It is recommended to increase the family rate by 10% from the current.
 - a. Current rate for single and family dental: \$70.71/month
 - b. Proposed rate for family dental: \$77.78/month
5. Increase in benefit level for eye exams effective July 1, 2021. The current benefit provides 80% of \$40 for an eye exam. This amount has not changed in more than thirty (30) years. The standard is to provide a percentage up to a “reasonable and customary rate” as set by the provider. It is recommended that the benefit for an eye exam be adjusted to 80% of the “reasonable and customary rate” which is approximately \$100 in 2021 as per Manulife.
6. Increase in overall premium rates by four and a half (4.5%) percent effective January 1, 2022. The new premium rates would be as follows:

	MONTHLY	
	Single	Family
Health	\$89.68	\$195.51
Dental	\$73.89	\$77.78*

These combined changes will result in an estimated ongoing annual savings to the Plan of \$255,000 based on the experience of the Plan in 2020.

STRATEGIC ALIGNMENT

Ensuring the financial stability and sustainability of the Group Benefit Plan aligns with council’s priority of ensuring financial health of the organization.

SERVICE AND FINANCIAL OUTCOMES

The recommended six (6) changes to the Plan design and premiums represent an overall estimated savings to the plan of approximately \$255,000. These estimates were provided by the carriers based on the experience of claims to the plan and the number of members in 2020. It is recommended that a minimum of \$250,000 of savings must be achieved to ensure the annual total contributions to the plan cover the full cost of claims.

The Plan maintains insurance coverage for Individual Large Amount Pooling (ILAP) for Drugs only, which provides coverage for any individual member drug claim over \$50,000 in a calendar year. The cost for this coverage is increasing from the current rate of 2.88% of claims to 4.08% which is an additional estimated cost of \$38,086 in 2021 which has been factored into the overall savings requirement.

The recommended changes represent the following annual savings/costs respectively.

i. Mandatory Generic Drugs	\$19,677
ii. Expanded access to Mental Health Professionals	(\$7,002)
iii. Co-Pay adjustment (\$7)	\$51,006
iv. Family dental rate	\$92,489
v. Vision (eye exam)	(\$5,135)
vi. Premium increase (4.5%)	\$142,482
vii. ILAP insurance	(\$38,086)
Net Savings	\$255,431

The current contributions to the plan including all sources, Employee, Employer and Retirees, are approximately \$4.091 million per year. The proposed changes will result in an estimated increase of \$234,970, totaling \$4.326 million.

The increase in premiums for both the family dental and overall premium increase will result in an increased cost to the Employer, both the City of Saint John and Saint John Police Force effective January 1, 2022. The cost to the Employer is equal to 75% of premium increase for all active employees. Based on the current number of active employees with a single and family plan, the increased cost for the employer(s) will be \$105,290.

INPUT FROM OTHER SERVICE AREAS AND STAKEHOLDERS

Finance has reviewed and assisted in the preparation of the financial information provided.

Benefit Steering Committee voted on April 6, 2021 toon the proposed changes as outlined.

ATTACHMENTS

Appendix A *Updated contracts with Managed Health Care Services inc.*

- i. Effective April 1, 2021*
- ii. Effective July 1, 2021*

Appendix B *Letter from Benefit Steering Committee Chair recommending changes.*

THIS SECOND AMENDING AGREEMENT dated the ____ day of _____, 2021.

BETWEEN:

**MHCSI MANAGED HEALTH CARE SERVICES INC.
“MHCSI”**

OF THE ONE PART

- and -

**THE CITY OF SAINT JOHN
“CLIENT”**

OF THE SECOND PART

RECITALS

WHEREAS the parties entered into a Group Benefit Plan Agreement [the “Original Agreement”] dated August 26, 2016.

AND WHEREAS the parties entered into an amendment to the Original Agreement effective April 1, 2019 [the “First Amending Agreement”].

AND WHEREAS the Original Agreement and the First Amending Agreement taken together shall be deemed the Agreement.

AND WHEREAS the parties have agreed upon amendments and wish to incorporate them into the Agreement.

AND WHEREAS the parties have entered into this Second Amending Agreement to give effect to their intentions.

NOW THEREFORE in consideration of the mutual covenants and agreements herein and the sum of one dollar [\$1.00] and other good and valuable consideration, the receipt of which are hereby acknowledged, the parties agree as follows:

1. That this Amendment Agreement shall be effective April 1, 2021.
2. That Appendix “A.2” – CLIENT BENEFIT OUTLINE (CBO) shall be deleted and replaced with the attached Appendix “A.2” – CLIENT BENEFIT OUTLINE (CBO)

3. That all other terms and conditions of the Agreement, except as mentioned herein, shall continue to apply.
4. This Agreement shall ensure to the benefit of and be binding upon the parties hereto, their respective successors and, as permitted, assigns.

IN WITNESS WHEREOF the parties have executed this Agreement the day and year first above written.

MHCSI MANAGED HEALTH CARE SERVICES INC.

Per: _____ Date: _____

Print Name: _____ Title: _____

Per: _____ Date: _____

Print Name: _____ Title: _____

THE CITY OF SAINT JOHN

Per: _____ Date: _____

Print Name: _____ Title: _____

Per: _____ Date: _____

Print Name: _____ Title: _____

APPENDIX “A.2” – CLIENT BENEFIT OUTLINE (CB0)

Client Name: City of Saint John

Amendment Effective Date: April 1, 2021

Agreement Effective Date: May 1, 2016

Client Mailing Address: PO Box 1971, Saint John, NB E2L 4L1

Primary contact: Human Resources Attn: Leah Robichaud

Deposit in Trust: \$250,000 – see Appendix B

Eligibility: # lives 1627

Electronic file at start-up Enrollment by email from H/R department

Benefit Cards: mailed direct to Members

Max Plan Age: none

Dependent Children Ages: up to 20th birthday

Dependent Student Ages: 20 to 25th birthday if attending school full-time

Plan Copay Designs: 20% copay, minimum \$5.00 copay per claim

Plan Copay Maximum: \$400, then fixed \$5.00 copay per claim

Plan Formulary Design: Preferred Provider MHCSI Managed Care Plan with Mandatory Generic Substitution

Billing Cycle: 15th of each month

Stop Loss Insurance: under policy # 91146 with Medavie Blue Cross, \$50,000 individual Drugs – premium rates are reviewed annually.

THIS THIRD AMENDING AGREEMENT dated the ____ day of _____, 2021.

BETWEEN:

**MHCSI MANAGED HEALTH CARE SERVICES INC.
“MHCSI”**

OF THE ONE PART

- and -

**THE CITY OF SAINT JOHN
“CLIENT”**

OF THE SECOND PART

RECITALS

WHEREAS the parties entered into a Group Benefit Plan Agreement [“Agreement”] dated the 26th day of August 2016.

AND WHEREAS the parties entered into an amendment to the Original Agreement effective April 1, 2019 [the “First Amending Agreement”].

AND WHEREAS the parties entered into an amendment to the Original Agreement effective April 1, 2021 [the “Second Amending Agreement”].

AND WHEREAS the Original Agreement the First Amending Agreement and the Second Amending Agreement taken together shall be deemed the Agreement.

AND WHEREAS the parties have agreed upon amendments and wish to incorporate them into the Agreement.

AND WHEREAS the parties have entered into this Third Amending Agreement to give effect to their intentions.

NOW THEREFORE in consideration of the mutual covenants and agreements herein and the sum of one dollar [\$1.00] and other good and valuable consideration, the receipt of which are hereby acknowledged, the parties agree as follows:

1. That this Amendment Agreement shall be effective July 1, 2021.

2. That Appendix "A.2" – CLIENT BENEFIT OUTLINE (CBO) shall be deleted and replaced with the attached Appendix "A.2" – CLIENT BENEFIT OUTLINE (CBO)
3. That all other terms and conditions of the Agreement, except as mentioned herein, shall continue to apply.
4. This Agreement shall ensure to the benefit of and be binding upon the parties hereto, their respective successors and, as permitted, assigns.

IN WITNESS WHEREOF the parties have executed this Agreement the day and year first above written.

MHCSI MANAGED HEALTH CARE SERVICES INC.

Per: _____ Date: _____

Print Name: _____ Title: _____

Per: _____ Date: _____

Print Name: _____ Title: _____

THE CITY OF SAINT JOHN

Per: _____ Date: _____

Print Name: _____ Title: _____

Per: _____ Date: _____

Print Name: _____ Title: _____

APPENDIX “A.2” – CLIENT BENEFIT OUTLINE (CB0)

Client Name: City of Saint John

Amendment Effective Date: July 1, 2021

Agreement Effective Date: May 1, 2016

Client Mailing Address: PO Box 1971, Saint John, NB E2L 4L1

Primary contact: Human Resources Attn: Leah Robichaud

Deposit in Trust: \$250,000 – see Appendix B

Eligibility: # lives 1627

Electronic file at start-up Enrollment by email from H/R department

Benefit Cards: mailed direct to Members

Max Plan Age: none

Dependent Children Ages: up to 20th birthday

Dependent Student Ages: 20 to 25th birthday if attending school full-time

Plan Copay Designs: 20% copay, minimum \$7.00 copay per claim

Plan Copay Maximum: \$400, then fixed \$7.00 copay per claim

Plan Formulary Design: Preferred Provider MHCSI Managed Care Plan with Mandatory Generic Substitution

Billing Cycle: 15th of each month

Stop Loss Insurance: under policy # 91146 with Medavie Blue Cross, \$50,000 individual Drugs – premium rates are reviewed annually.

April 13, 2021

John Collin
City Manager
City of Saint John
PO Box 1971
Saint John, NB
E2L 4L1

RE: Recommended Changes to Health and Dental Benefits Plan

Mr. Collin,

As you may be aware, the City of Saint John health and dental benefits plan has had a healthy surplus for a number of years. The surplus had been growing, and in 2017 stood at approximately \$1,240,000. Because of this, contribution rates have not increased for over 10 years. However as a result of rising costs, this surplus has shrunk over the last 3 years by approximately \$244,000 per year.

In an effort to maintain the sustainability of the plan, the Benefits Steering Committee has spent a number of months looking at various plan change options to address the rapidly decreasing surplus. All groups represented on the committee, except for Fire, have agreed that the following changes to the benefits plan would be fair and acceptable:

- 1- Increasing the family dental premium rates by 10% (approx. savings of \$92,489);
- 2- Increasing the co-pay on prescriptions from \$5 to \$7 (approx. savings of \$52,006);
- 3- Increasing the overall premiums by 4.5% (approx. savings of \$142,482); and
- 4- Increasing the eye exam coverage from 80% of \$40 to 80% of the customary fee (approx. cost of \$5,135).

The increase in eye exam coverage is to bring the plan in line with typical coverage by similar plans. Premium increases would only take effect January 1, 2022, while changes to co-pay and eye exams would take effect July 1, 2021.

These proposed changes will increase yearly funds available to the plan by approximately \$243,756 and should maintain the sustainability of the plan for years to come. As such, the Benefits Steering Committee is recommending that the proposed changes to the benefits plan be taken to Council for approval.

Your support for this initiative would be greatly appreciated.


Yves Leger
Chair
Benefits Steering Committee