

This Agreement made the ____ day of _____, 2020

BY AND 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 “**City**”

OF THE FIRST PART

And

SAINT JOHN PORT AUTHORITY, a body corporate duly registered to do business in the province of New Brunswick, having its registered office at 111 Water Street, Saint John, New Brunswick E2L 0B1, hereinafter called the “**Port**”

OF THE SECOND PART

RECITALS:

WHEREAS Market Slip so-called in the City, a description of which is more fully set out herein, has the potential to accommodate the docking of pleasure craft; and

WHEREAS realizing the aforesaid potential is contingent upon the initial capital dredging and subsequent maintenance dredging of the said Market Slip taking place, as is more particularly identified herein; and

WHEREAS each of the parties hereto is supportive of the said initial capital dredging and subsequent maintenance dredging being undertaken in accordance with the terms and conditions set out herein;

WHEREAS the Port has agreed to temporarily store the dredged material on the Port’s property at “Location X”, as more particularly identified in the tender document 2020-085102T, from the time it is removed from the water during the initial capital dredging until such time that such dredged material is removed from Location X for final disposal;

NOW THEREFORE THIS AGREEMENT WITNESSETH that the parties for and consideration of these presents and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, agree each with the other as follows:

The City shall:

1. Obtain all required permits and approvals, and complete the initial capital dredging of the area known as Market Slip, as is more particularly identified in Schedule "A" hereto, in accordance to the design and work as described in tender document 2020-085102T;
2. Manage and oversee the carrying out of the initial capital dredging of Market Slip together with the appropriate removal and disposal of the dredged material;
3. Communicate with local residents and business owners prior to commencement of any capital dredging operations in Market Slip, and shall install adequate temporary safety barricades and signage around the perimeter of Market Slip as necessary;
4. Reimburse the Saint John Port Authority for 50% of the cost of moving the dredged material temporarily placed at Location X following the initial capital dredging to the final disposal location, as determined by the Port. The City shall further reimburse the Port for 50% of the remediation costs associated with restoring Location X to the condition it was in immediately prior to the dredged material removed during the initial capital dredging having been temporarily placed there.

The Port shall:

5. Reimburse the City 50% of the actual amount the City pays to the dredging contractor for the initial capital dredging of Market Slip carried out pursuant to Articles 1 and 2 hereof up to a maximum of \$200,000.00 within thirty (30) days of the City having confirmed in writing to the Port that the initial capital dredging work identified in Articles 1 and 2 is complete;
6. Allow the use of Location X as a temporary storage site for the dredged material removed from Market Slip during the initial capital dredging.
7. Manage and oversee the carrying out of the moving of the dredged material from the Location X to the final disposal site;
8. Obtain all required permits and approvals respecting maintenance dredging, and complete the maintenance dredging of the area known as Market Slip, as is more particularly identified in Schedule "A" hereto, in accordance with the engineering methodology outlined by the Port's engineering consultant;
9. Ensure that prior to the commencement of each instance of maintenance dredging, the dredging contractor hired by the Port pursuant to Article 4 hereof shall deliver to the City a certificate of insurance evidencing comprehensive general liability coverage of not less

than Five Million Dollars (\$5,000,000.00) on “an occurrence basis”, naming “The City of Saint John” as an additional insured.

10. Comply with the obligation outlined in Article 9 above for a period of twelve (12) years.

IN WITNESS WHEREOF the parties have affixed their respective corporate seals, attested by the hands of their respective officers duly authorized in that behalf on the day aforementioned.

SIGNED, SEALED AND DELIVERED)	THE CITY OF SAINT JOHN
in the presence of:)	
)	
)	
)	_____
)	Mayor
)	
)	
)	_____
)	Common Clerk
)	
)	Common Council Resolution:
)	_____, 2019
)	
)	SAINT JOHN PORT AUTHORITY
)	
)	
)	Per: _____
)	
)	
)	

SCHEDULE "A"



PROVINCE OF NEW BRUNSWICK

COUNTY OF SAINT JOHN

I, Jonathan Taylor, of the Town of Quispamsis, in the County of Kings and Province of New Brunswick, MAKE OATH AND SAY:

1. THAT I am the Common Clerk of The City of Saint John and have custody of the Common Seal hereof.

2. THAT the seal to the foregoing instrument affixed 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 W. Donald 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 _____, 2019)

) Jonathan Taylor

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

COUNTY OF SAINT JOHN

PROVINCE OF NEW BRUNSWICK

I, [INSERT], of the _____ of _____, County of _____ and Province of New Brunswick, MAKE OATH AND SAY:

1. THAT I am the [INSERT] of the Saint John Port Authority named in the foregoing instrument and have custody of the corporate seal of the said company and am duly authorized to make this affidavit.

2. THAT the seal affixed to the foregoing agreement and purporting to be the corporate seal of the Saint John Port Authority is the corporate seal of the said Saint John Port Authority, named in the foregoing instrument and it was affixed by the officer authorized to so affix the seal.

3. THAT the signature “ _____ ” subscribed to the said instrument is my signature and as I am duly authorized to execute the said instrument.

4. THAT the said document was executed as aforesaid at the _____ of _____, in the Province of New Brunswick on the ____ day of _____, 2019.

SWORN TO BEFORE ME at the)
_____ of _____,)
in the County of _____)
and Province of New Brunswick)
this ____ day of _____, 2019)

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