

**TANTRAMAR COUNCIL MEETING  
TUESDAY, AUGUST 8, 2023, AT 7:00P.M.  
COUNCIL CHAMBERS, TOWN HALL 31C MAIN STREET, SACKVILLE NB**

		Page #
1.	CALL MEETING TO ORDER	
2.	ADOPTION OF AGENDA	
3.	CONFLICT OF INTEREST DECLARATION	
4.	PUBLIC AND ADMINISTRATIVE PRESENTATIONS	
5.	ADOPTION OF MINUTES	
	a. REGULAR COUNCIL MEETING – JULY 11, 2023	2
	b. SPECIAL MEETING OF COUNCIL – JULY 19, 2023	9
	c. COMMITTEE OF THE WHOLE – JULY 25, 2023	11
6.	CONSENT AGENDA	
	a. TANTRAMAR GAS TAX PROGRAM	15
	b. DORCHESTER PLAYGROUND EQUIPMENT	24
	c. PRIDE PARADE STREET CLOSURE	25
	d. CIVIC CENTRE FITNESS EQUIPMENT	26
	e. KARCHER SCRUBBER CIVIC CENTRE	27
	f. SACKVILLE LIBRARY ROOF REPLACEMENT	28
	g. PUBLIC WORKS BACKHOE REPLACEMENT	29
	h. DORCHESTER WATER TREATMENT PLANT CONTRACT	30
	i. PUBLIC WORKS FLEET UPGRADE – HALF TON TRUCK	31
	j. ECONOMIC DEVELOPMENT INCENTIVE PROGRAM –J.N. LAFFORD REALTY INC.	32
7.	REPORTS FROM ADMINISTRATION	
	a. TENDER TAN-2023-06 QUEENS ROAD RESURFACING AND CULVERT RENEWAL	33
	b. DORCHESTER LIFT STATION AGREEMENT	37
	c. LORNE STREET PHASE III – RETENTION POND 3 – WETLAND COMPENSATION	73
	d. CLIMATLANTIC LETTER OF SUPPORT	86
8.	BY-LAWS	
	a. BY-LAW NO. 244P, A BY-LAW TO AMEND BY-LAW NO. 244, TOWN OF SACKVILLE ZONING BY-LAW	87
9.	NOTICE OF MOTION AND RESOLUTIONS	
10.	ADJOURNMENT	

*In-Camera items deal with items as per section 68(1) of the Local Governance Act – Legal, Police, HR, Confidential Information (ex: Personnel), and/or Financial Agreements of Contracts or Land Transactions*

**COUNCIL MEETING OF  
TUESDAY, JULY 11, 2023, 6:30 P.M.  
COUNCIL CHAMBERS, TOWN HALL  
31C MAIN STREET, SACKVILLE NB**

In attendance were Mayor Andrew Black, Deputy Mayor Greg Martin and Councillors Allison Butcher, Matt Estabrooks, Josh Goguen, Barry Hicks, Bruce Phinney, Michael Tower, and Debbie Wiggins-Colwell. Also, in attendance were Director of Legislative Services Donna Beal and Assistant Clerk Becky Goodwin.

1. CALL MEETING TO ORDER

Mayor Andrew Black called the meeting to order.

2. ADOPTION OF AGENDA

#23-137 MOVED BY COUNCILLOR JOGH GOGUEN AND SECONDED BY DEPUTY MAYOR GREG MARTIN THAT COUNCIL APPROVE THE AGENDA OF THE REGULAR COUNCIL MEETING OF JULY 11, 2023, AS CIRCULATED AND MOVE INTO IN-CAMERA IN ACCORDANCE WITH SECTION 68(1)(J) OF THE LOCAL GOVERNANCE ACT. MOTION CARRIED.

3. CLOSED SESSION

a. HR-2023-05

Mayor Andrew Black noted a recess until 7:00 P.M.

**Public**

Chief Administrative Officer Jennifer Borne, Director of Engineering and Public Works Jon Eppell, Director of Community & Corporate Services Kieran Miller, Director of Active Living & Culture Matt Pryde, Corporate Compliance Analyst Kate Carroll, Assistant Treasurer Elizabeth Hartling, Dorchester Fire Chief Greg Partridge, and Planner Lori Bickford joined the meeting.

Also, in attendance were twelve (12) members of the Public.

Mayor Andrew Black acknowledged that we are located within the territory of Mi'kma'ki, the unceded, ancestral territory of the Mi'kmaq people.

Mayor Andrew Black drew the winning name for the Local Shopping Spree from the Building Tantramar's Brand Community Survey. The winner was Dale Creelman

4. CONFLICT OF INTEREST DECLARATION

Mayor Andrew Black asked if there were any Disclosures of Interest. There were none.

5. PUBLIC AND ADMINISTRATION PRESENTATIONS

- a. CHIMNEY SWIFTS – GRAHAM SORENSON, BIRDS CANADA
- b. STREET SAFETY – AUSTIN TRENHOLM

6. ADOPTION OF MINUTES

#23-138 MOVED BY COUNCILLOR JOSH GOGUEN AND SECONDED BY COUNCILLOR BARRY HICKS THAT COUNCIL ADOPT THE MINUTES OF THE REGULAR COUNCIL MEETING OF JUNE 13, 2023, AS CIRCULATED. MOTION CARRIED.

#23-139 MOVED BY COUNCILLOR JOSH GOGUEN AND SECONDED BY COUNCILLOR ALLISON BUTCHER THAT COUNCIL ADOPT THE MINUTES OF THE COMMITTEE OF THE WHOLE MEETING OF JUNE 27, 2023 AS CIRCULATED. MOTION CARRIED.

7. MOTION RE: POLICY 713

#23-140 MOVED BY COUNCILLOR MICHAEL TOWER AND SECONDED BY COUNCILLOR JOSH GOGUEN THAT WHEREAS NB POLICY # 713 SET A MINIMUM REQUIREMENT FOR SCHOOL DISTRICTS TO CREATE A SAFE, WELCOMING AND AFFIRMATIVE SCHOOL ENVIRONMENT FOR ALL STUDENTS, FAMILIES AND ALLIES WHO IDENTIFY OR ARE PERCEIVED AS 2SLGBTQ+

WHEREAS DISTRICT COUNCILS IN THE ANGLOPHONE SOUTH AND EAST AS WELL AS IN THE FRANCOPHONE SOUTH AND NORTH VOTED TO STAY WITH THE ORIGINAL MANDATED POLICY 713, AND TO RESPECT THE STUDENTS' NAMES AND PRONOUNS IN THE CLASSROOM REGARDLESS OF AGE OR PARENTAL CONSENT STATUS.

WHEREAS SCHOOL PSYCHOLOGIST HAVE SPOKEN OUT AGAINST THE PROPOSED CHANGES, SAYING THEY WERE NOT CONSULTED AND IT FORCES THEM TO BE COMPLICIT IN HARMING CHILDREN BY DENYING THEIR REQUEST TO RESPECT THEIR IDENTITY

WHEREAS THE NB CAUCUS VOTED 26 TO 20 TO REVERSE THE PROVINCIAL GOVERNMENTS PLANS TO CHANGE POLICY 713.

WHEREAS THE SAFETY OF CHILDREN IN OUR SCHOOLS SHOULD BE OF THE UTMOST CONCERN.

WHEREAS THE PROPOSED CHANGES TO POLICY 713 EFFECT SOME OF THE CITIZENS OF TANTRAMAR, ESPECIALLY YOUTH WHO NEED TO HAVE A VOICE, WHICH IS REASON ENOUGH TO SPEAK UP.

BE IT RESOLVED THAT COUNCIL AUTHORIZE THE MAYOR TO WRITE A LETTER TO PREMIER BLAINE HIGGS ASKING HIM TO STOP THE PROPOSED CHANGES, MAINTAIN THE ORIGINAL POLICY 713 AND CONSULT WITH THE SCHOOL PSYCHOLOGIST, TEACHERS, PARENTS AND STUDENTS. AYE VOTES RECORDED BY COUNCILLORS ALLISON BUTCHER, JOSH GOGUEN AND MICHAEL TOWER. NAY VOTES RECORDED BY MAYOR ANDREW BLACK, DEPUTY MAYOR GREG MARTIN AND COUNCILLORS MATT ESTABROOKS, BARRY HICKS, BRUCE PHINNEY AND DEBBIE WIGGINS-COLWELL. MOTION DEFEATED.

8. CONSENT AGENDA

A) SANDPIPER FESTIVAL STREET CLOSURE

#23-141 MOVED BY COUNCILLOR ALLISON BUTCHER AND SECONDED BY DEPUTY MAYOR GREG MARTIN THAT COUNCIL APPROVE THE CLOSURE OF CAPE ROAD FROM 3508 CAPE ROAD TO THE INTERSECTION WITH HIGHWAY 106 IN DORCHESTER FROM APPROXIMATELY 10:00 A.M. – 8:30 P.M. ON SATURDAY AUGUST 12, 2023 TO ACCOMMODATE THE SANDPIPER FESTIVAL. MOTION CARRIED.

B) AGRISPIRIT FUNDS – GREATER DORCHESTER MOVING FORWARD

#23-142 MOVED BY COUNCILLOR BARRY HICKS AND SECONDED BY COUNCILLOR BRUCE PHINNEY THAT COUNCIL ACCEPT A MAXIMUM OF \$25,000.00 FROM THE AGRISPIRIT GRANT PROGRAM WHICH THE MUNICIPALITY WILL THEN DONATE TO GREATER DORCHESTER MOVING FORWARD. MOTION CARRIED.

C) RINK CAMERA UPGRADES

#23-143 MOVED BY DEPUTY MAYOR GREG MARTIN AND SECONDED BY COUNCILLOR MICHAEL TOWER THAT COUNCIL APPROVE THE PURCHASE AND INSTALLATION OF SECURITY CAMERAS AT 182 MAIN STREET, SACKVILLE FROM WESTMORLAND ALARM IN THE AMOUNT OF \$14,995.00 PLUS HST. MOTION CARRIED.

D) TVMCC ZAMBONI REPLACEMENT

#23-144 MOVED BY COUNCILLOR ALLISON BUTCHER AND SECONDED BY COUNCILLOR MATT ESTABROOKS THAT COUNCIL APPROVE THE PURCHASE OF A 2023 ZAMBONI 650LI ELECTRIC ICE RESURFACER FROM SAUNDERS EQUIPMENT IN THE AMOUNT OF \$182,195.00 PLUS HST. MOTION CARRIED.

E) SACKVILLE WATER TREATMENT PLANT FILTER MEDIA

#23-145 MOVED BY COUNCILLOR MATT ESTABROOKS AND SECONDED BY COUNCILLOR BRUCE PHINNEY THAT COUNCIL APPROVE THE PURCHASE OF THE SACKVILLE WATER TREATMENT PLANT FILTER MEDIA AT A COST OF \$27,000.40 (\$25,364.00 PLUS 10% VEOLIA MARK-UP) INCLUDING DELIVERY PLUS HST. MOTION CARRIED.

F) TENDER TAN-2023-05 RESURFACING OF VARIOUS STREETS

#23-146 MOVED BY COUNCILLOR JOSH GOGUEN AND SECONDED BY COUNCILLOR BRUCE PHINNEY THAT COUNCIL AWARD TENDER TAN-2023-05 ASPHALT RESURFACING OF VARIOUS STREETS TO THE LOWEST BIDDER DEXTER CONSTRUCTION COMPANY LIMITED., PART OF THE MUNICIPAL GROUP OF COMPANIES (COSTIN PAVING & CONSTRUCTION LTD.) IN THE INCREASED AMOUNT OF \$561,000.00 PLUS HST. MOTION CARRIED.

G) ECONOMIC DEVELOPMENT INCENTIVE PROGRAM – QUEST CAPITAL 35 MAIN STREET

#23-147 MOVED BY COUNCILLOR MICHAEL TOWER AND SECONDED BY COUNCILLOR BARRY HICKS THAT COUNCIL APPROVE THE ECONOMIC DEVELOPMENT INCENTIVE PROGRAM APPLICATION FROM QUEST CAPITAL FOR A MIXED-USE DEVELOPMENT AT 35 MAIN STREET (PID 00965657). MOTION CARRIED.

H) DORCHESTER BUNKER GEAR REPLACEMENT

#23-148 MOVED BY COUNCILLOR DEBBIE WIGGINS-COLWELL AND SECONDED BY COUNCILLOR MATT ESTABROOKS THAT COUNCIL APPROVE THE PURCHASE OF TWO SETS OF BUNKER GEAR FOR THE DORCHESTER FIRE DEPARTMENT FROM MORNING PRIDE IN THE AMOUNT OF \$10,884.75 HST INCLUDED. MOTION CARRIED.

9. REPORTS FROM ADMINISTRATION

A) DORCHESTER LIFT STATION 1 REPLACEMENT

#23-149 MOVED BY COUNCILLOR ALLISON BUTCHER AND SECONDED BY DEPUTY MAYOR GREG MARTIN THAT COUNCIL APPROVE THE RETENTION OF ENGLOBE CORP. FOR THE DESIGN OF THE DORCHESTER LIFT STATION 1 REPLACEMENT IN THE AMOUNT OF \$118,000.00 PLUS HST. MOTION CARRIED.

B) UPGRADE TO EXISTING NBDTI ABOITEAU AB-01

#23-150 MOVED BY COUNCILLOR MATT ESTABROOKS AND SECONDED BY COUNCILLOR JOSH GOGUEN THAT COUNCIL APPROVE THE RETENTION OF ENGLOBE CORP. FOR THE DESIGN OF THE UPGRADES TO THE EXISTING NBDTI ABOITEAU AB-01 IN THE AMOUNT OF \$69,000.00 PLUS HST. MOTION CARRIED.

#23-151 MOVED BY COUNCILLOR MATT ESTABROOKS AND SECONDED BY COUNCILLOR BARRY HICKS THAT COUNCIL AWARD THE CONSTRUCTION PHASE ENGINEERING SERVICES FOR THE UPGRADES TO THE EXISTING NBDTI ABOITEAU AB-01 TO ENGLOBE CORP. IN THE AMOUNT OF \$117,000.00 PLUS HST SUBJECT TO THE APPROVAL, SIGNING AND SEALING OF AN AGREEMENT WITH THE NEW BRUNSWICK DEPARTMENT OF TRANSPORTATION AND INFRASTRUCTURE. MOTION CARRIED.

10. BY-LAWS

A) BY-LAW NO. 2023-08, A BY-LAW TO REGULATE PURCHASING, TENDERING AND DISPOSAL OF SURPLUS PROPERTY, EQUIPMENT AND MATERIALS

#23-152 MOVED BY COUNCILLOR JOSH GOGUEN AND SECONDED BY COUNCILLOR ALLISON BUTCHER THAT COUNCIL GIVE SECOND READING SECTION BY SECTION TO BY-LAW NO. 2023-08, A BY-LAW TO REGULATE PURCHASING, LEASING, TENDERING AND DISPOSAL OF SURPLUS PROPERTY, EQUIPMENT AND MATERIALS.

**BY-LAW NO. 2023-08, A BY-LAW REGULATE PURCHASING, LEASING, TENDERING AND DISPOSAL OF SURPLUS PROPERTY, EQUIPMENT AND MATERIALS**

Be It Enacted By Tantramar As Follows:

- |                                      |                 |
|--------------------------------------|-----------------|
| 1. Purchasing, leasing and tendering | 5. Appendix "a" |
| 2. Disposal                          | 6. Appendix "b" |
| 3. Repeal                            | 7. Appendix "c" |
| 4. Effective date                    | 8. Appendix "d" |

MOTION CARRIED.

#23-153 MOVED BY COUNCILLOR JOSH GOGUEN AND SECONDED BY COUNCILLOR MATT ESTABROOKS THAT COUNCIL GIVE THIRD AND FINAL READING TO BY-LAW NO. 2023-08, A BY-LAW TO REGULATE PURCHASING, LEASING, TENDERING AND DISPOSAL OF SURPLUS PROPERTY, EQUIPMENT AND MATERIALS. MOTION CARRIED.

- B) BY-LAW NO. 244N, A BY-LAW TO AMEND BY-LAW NO. 244, TOWN OF SACKVILLE ZONING BY-LAW

#23-154 MOVED BY COUNCILLOR MATT ESTABROOKS AND SECONDED BY COUNCILLOR BARRY HICKS THAT COUNCIL GIVE FIRST READING IN NAME ONLY TO BY-LAW NO. 244N, A BY-LAW TO AMEND BY-LAW NO. 244 TOWN OF SACKVILLE ZONING BY-LAW. AYE VOTES RECORDED BY MAYOR ANDREW BLACK, DEPUTY MAYOR GREG MARTIN AND COUNCILLORS ALLISON BUTCHER, MATT ESTABROOKS, JOSH GOGUEN, BARRY HICKS, MICHAEL TOWER AND DEBBIE WIGGINS-COLWELL. NAY VOTE RECORDED BY COUNCILLOR BRUCE PHINNEY. MOTION CARRIED.

#23-155 MOVED BY COUNCILLOR MATT ESTABROOKS AND SECONDED BY COUNCILLOR BARRY HICKS THAT COUNCIL GIVE SECOND READING IN ITS ENTIRETY TO BY-LAW NO. 244N, A BY-LAW TO AMEND BY-LAW NO. 244 TOWN OF SACKVILLE ZONING BY-LAW:

THE COUNCIL OF TANTRAMAR UNDER THE AUTHORITY VESTED IN IT BY SECTION 53 AND IN ACCORDANCE WITH SECTION 59 OF THE COMMUNITY PLANNING ACT, SNB 2017, C.19 AMENDS BY-LAW NO. 244, THE TOWN OF SACKVILLE ZONING BY-LAW AND ENACTS AS FOLLOWS:

1. BY-LAW NO 244 IS AMENDED BY REPEALING THE REGULATORY TABLE IN PART 11: URBAN RESIDENTIAL 3 ZONE: R3, SECTION 11.2 WHICH SETS THE BUILDING/STRUCTURE HEIGHT AT 15.3 M (50 FT) AND REPLACING IT WITH THE FOLLOWING TABLE:

<b>Urban Residential 3 (R3) Zone</b>	<b>Detached Dwelling Unit</b>	<b>Two Unit Dwelling</b>	<b>Vertically Attached Dwelling Unit</b>	<b>Multiple Unit Dwelling</b>
Minimum Lot Size Outside Lot: Inner Lot:	540 sq m (5813 sq ft)	659.6 sq m (7100 sq ft)	464.5 sq m (5000 sq ft) 185.8 sq m (2000 sq ft)	640.0 sq m (6900 sq ft) + 93 sq m (1000 sq ft) for each unit over 2
Minimum Lot Frontage Outside Lot: Inner Lot:	18.3 m (60 ft)	22 m (72 ft)	15.3 m (50 ft) 6.1 m (20 ft)	30.5 m (100 ft)

Minimum Front or Flankage Yard	7.6 m (25 ft)	7.6 m (25 ft)	7.6 m (25 ft)	10.1 m (33 ft)
Minimum Side Yard	2.7 m (9 ft)	2.7 m (9 ft)	4.0 m (13.2 ft)	6.1 m (20 ft)
a) Major	1.2 m (4 ft)	1.2 m (4 ft)	0 m	
b) Minor			0 m	
c) Inner Lot Setback				

Minimum Rear Yard	7.6 m (25 ft)	7.6 m (25 ft)	7.6 m (25 ft)	10.7 m (35 ft)
Maximum Lot Coverage	50%	50%	50%	33.3%

Building/Structure Height **19.8 m (65 ft)**

AYE VOTES RECORDED BY MAYOR ANDREW BLACK, DEPUTY MAYOR GREG MARTIN AND COUNCILLORS ALLISON BUTCHER, MATT ESTABROOKS, JOSH GOGUEN, BARRY HICKS, MICHAEL TOWER AND DEBBIE WIGGINS-COLWELL. NAY VOTE RECORDED BY COUNCILLOR BRUCE PHINNEY. MOTION CARRIED.

C) BY-LAW NO. 2440, A BY-LAW TO AMEND BY-LAW NO. 244, TOWN OF SACKVILLE ZONING BY-LAW

#23-156 MOVED BY COUNCILLOR ALLISON BUTCHER AND SECONDED BY COUNCILLOR MICHAEL TOWER THAT COUNCIL GIVE FIRST READING IN NAME ONLY TO BY-LAW NO. 2440, A BY-LAW TO AMEND BY-LAW NO. 244 TOWN OF SACKVILLE ZONING BY-LAW. AYE VOTES RECORDED BY MAYOR ANDREW BLACK, DEPUTY MAYOR GREG MARTIN AND COUNCILLORS ALLISON BUTCHER, MATT ESTABROOKS, JOSH GOGUEN, BARRY HICKS, MICHAEL TOWER AND DEBBIE WIGGINS-COLWELL. NAY VOTE RECORDED BY COUNCILLOR BRUCE PHINNEY. MOTION CARRIED.

#23-157 MOVED BY COUNCILLOR ALLISON BUTCHER AND SECONDED BY COUNCILLOR DEBBIE WIGGINS-COLWELL THAT COUNCIL GIVE SECOND READING IN ITS ENTIRETY TO BY-LAW NO. 2440, A BY-LAW TO AMEND BY-LAW NO. 244 TOWN OF SACKVILLE ZONING BY-LAW:

THE COUNCIL OF TANTRAMAR UNDER THE AUTHORITY VESTED IN IT BY SECTION 53 AND IN ACCORDANCE WITH SECTION 59 OF THE COMMUNITY PLANNING ACT, SNB 2017, C.19 AMENDS BY-LAW NO. 244, THE TOWN OF SACKVILLE ZONING BY-LAW AND ENACTS AS FOLLOWS:

1. BY-LAW NO 244, THE TOWN OF SACKVILLE ZONING BY-LAW, IS AMENDED BY CHANGING THE ZONING AS SHOWN ON THE ZONING MAP FIGURE "1" OF THE TOWN OF SACKVILLE ZONING BY-LAW FOR THE PORTION OF THE LANDS INDICATED BY THE SHADED AREA ON SCHEDULE "A" ATTACHED HERETO AND FORMING PART HEREOF, FROM RESIDENTIAL HISTORIC COMMERCIAL (RHC) TO URBAN RESIDENTIAL 3 (R3). AYE VOTES RECORDED BY MAYOR ANDREW BLACK, DEPUTY MAYOR GREG MARTIN AND COUNCILLORS ALLISON BUTCHER, MATT ESTABROOKS, JOSH GOGUEN, BARRY HICKS, MICHAEL TOWER AND DEBBIE WIGGINS-COLWELL. NAY VOTE RECORDED BY COUNCILLOR BRUCE PHINNEY. MOTION CARRIED.

## 11. NOTICE OF MOTION AND RESOLUTION

Clerk Donna Beal noted that there was no notice of motions received by the Clerk's Office.

12. ADJOURNMENT

#23-158 MOVED BY COUNCILLOR MICHAEL TOWER AND SECONDED BY COUNCILLOR BRUCE PHINNEY THAT COUNCIL ADJOURN THE REGULAR COUNCIL MEETING OF JULY 11, 2023. MOTION CARRIED.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Assistant Clerk

DRAFT

**SPECIAL MEETING OF COUNCIL  
WEDNESDAY, JULY 19, 2023 – 12:00 P.M.  
COUNCIL CHAMBERS, TOWN HALL  
31C MAIN STREET, SACKVILLE NB**

In attendance were Mayor Andrew Black, Deputy Mayor Greg Martin and Councillors Allison Butcher, Matt Estabrooks, Josh Goguen, Barry Hicks, Bruce Phinney, Michael Tower and Debbie Wiggins-Colwell. Also in attendance were CAO Jennifer Borne, Director of Legislative Services Donna Beal, Assistant Clerk Becky Goodwin and Assistant Treasurer Elizabeth Hartling.

There was one (1) member of the Public in attendance.

CALL THE MEETING TO ORDER

Mayor Andrew Black called the meeting to order.

Mayor Andrew Black acknowledged that we are located within the territory of Mi'kma'ki, the unceded, ancestral territory of the Mi'kmaq people.

APPROVAL OF AGENDA

MOVED BY COUNCILLOR ALLISON BUTCHER AND SECONDED BY DEPUTY MAYOR GREG MARTIN THAT COUNCIL APPROVE THE AGENDA OF THE SPECIAL MEETING OF COUNCIL OF JULY 19, 2023, AS CIRCULATED. MOTION CARRIED.

1. BY-LAW NO. 244-N, A BY-LAW TO AMEND BY-LAW NO. 244 TOWN OF SACKVILLE ZONING BY-LAW

#23-159 MOVED BY COUNCILLOR BARRY HICKS AND SECONDED BY COUNCILLOR MICHAEL TOWER THAT COUNCIL GIVE THIRD AND FINAL READING TO BY-LAW NO. 244-N, A BY-LAW TO AMEND BY-LAW NO. 244 TOWN OF SACKVILLE ZONING BY-LAW. AYE VOTES RECORDED BY MAYOR ANDREW BLACK, DEPUTY MAYOR GREG MARTIN AND COUNCILLORS ALLISON BUTCHER, MATT ESTABROOKS, JOSH GOGUEN, BARRY HICKS, MICHAEL TOWER AND DEBBIE WIGGINS-COLWELL. NAY VOTE RECORDED BY COUNCILLOR BRUCE PHINNEY. MOTION CARRIED.

2. BY-LAW NO. 244-O, A BY-LAW TO AMEND BY-LAW NO. 244 TOWN OF SACKVILLE ZONING BY-LAW

#23-160 MOVED BY COUNCILLOR BARRY HICKS AND SECONDED BY COUNCILLOR DEBBIE WIGGINS-COLWELL THAT COUNCIL GIVE THIRD AND FINAL READING TO BY-LAW NO. 244-O, A BY-LAW TO AMEND BY-LAW NO. 244 TOWN OF SACKVILLE ZONING BY-LAW. AYE VOTES RECORDED BY MAYOR ANDREW BLACK, DEPUTY MAYOR GREG MARTIN AND COUNCILLORS ALLISON BUTCHER, MATT ESTABROOKS, JOSH GOGUEN, BARRY HICKS, MICHAEL TOWER AND DEBBIE WIGGINS-COLWELL. NAY VOTE RECORDED BY COUNCILLOR BRUCE PHINNEY. MOTION CARRIED.

3. ADJOURNMENT

MOVED BY COUNCILLOR MICHAEL TOWER AND SECONDED BY COUNCILLOR BRUCE PHINNEY THAT COUNCIL ADJOURN THE SPECIAL MEETING OF COUNCIL OF JULY 19, 2023.

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MAYOR

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CLERK

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ASSISTANT CLERK

**COMMITTEE OF THE WHOLE OF  
TUESDAY, JULY 25, 2023 – 3:00 P.M.  
COUNCIL CHAMBERS, TOWN HALL  
31C MAIN STREET, SACKVILLE NB**

In attendance were Mayor Andrew Black, Deputy Mayor Greg Martin and Councillors Allison Butcher, Matt Estabrooks, Josh Goguen, Barry Hicks, Bruce Phinney, Michael Tower, and Debbie Wiggins-Colwell. Also in attendance were CAO Jennifer Borne, Director of Legislative Services Donna Beal, Assistant Clerk Becky Goodwin, Director of Engineering and Public Works Jon Eppell, Director of Community and Corporate Services Kieran Miller, Communications Officer Jeremy McLaughlin, Assistant Treasurer Elizabeth Hartling, Corporate Compliance, Risk & Safety Manager Kate Carroll, Manager of Tourism and Business Development Ron Kelly Spurles, Manager of Parks & Facilities Todd Cole, and Planner Lori Bickford.

Also, in attendance were two (2) members of the public.

1. CALL THE MEETING TO ORDER

Mayor Andrew Black called the meeting to order.

Mayor Andrew Black acknowledged that we are located within the territory of Mi'kma'ki, the unceded, ancestral territory of the Mi'kmaq people.

1.1 APPROVAL OF AGENDA

MOVED BY DEPUTY MAYOR GREG MARTIN AND SECONDED BY COUNCILLOR MICHAEL TOWER THAT COUNCIL APPROVE THE AGENDA OF THE COMMITTEE OF THE WHOLE MEETING OF JULY 25, 2023, AS CIRCULATED. MOTION CARRIED.

2. INFORMATION ITEMS

2.1 PUBLIC HEARING – RE-ZONING FOR DRIVE THRUS IN HIGHWAY COMMERCIAL ZONES

Council heard from two (2) residents regarding the proposed changes during the Public Hearing. The video of the public hearing can be found at <https://www.youtube.com/watch?v=0Hzuk7QauOs>

3. COUNCIL DIRECTION REQUESTS

3.1 TANTRAMAR GAS TAX PROGRAM – E. HARTLING

MOVED BY COUNCILLOR ALLISON BUTCHER AND SECONDED BY COUNCILLOR DEBBIE WIGGINS-COLWELL THAT COUNCIL DIRECT ITEM 3.1 – TANTRAMAR GAS TAX PROGRAM BE SENT TO THE REGULAR COUNCIL MEETING OF AUGUST 8, 2023, FOR CONSIDERATION. MOTION CARRIED.

3.2 DORCHESTER PLAYGROUND EQUIPMENT – T.COLE

Councillor Josh Goguen provided a disclosure of interest regarding his employment with Moneris Solutions.

MOVED BY COUNCILLOR MICHAEL TOWER AND SECONDED BY COUNCILLOR BRUCE PHINNEY THAT COUNCIL DIRECT ITEM 3.2 – PLAYGROUND EQUIPMENT DORCHESTER BE SENT TO THE REGULAR COUNCIL MEETING OF AUGUST 8, 2023, FOR CONSIDERATION. MOTION CARRIED.

3.3 PRIDE PARADE STREET CLOSURE – T. COLE

MOVED BY COUNCILLOR ALLISON BUTCHER AND SECONDED BY DEPUTY MAYOR GREG MARTIN THAT COUNCIL DIRECT ITEM 3.3 PRIDE PARADE STREET CLOSURE BE SENT TO THE REGULAR COUNCIL MEETING OF AUGUST 8, 2023, FOR CONSIDERATION. MOTION CARRIED.

3.4 CIVIC CENTRE FITNESS EQUIPMENT – T. COLE

MOVED BY COUNCILLOR BRUCE PHINNEY AND SECONDED BY COUNCILLOR JOSH GOGUEN THAT COUNCIL DIRECT ITEM 3.4 CIVIC CENTRE FITNESS EQUIPMENT BE SENT TO THE REGULAR COUNCIL MEETING OF AUGUST 8, 2023, FOR CONSIDERATION. MOTION CARRIED.

3.5 KARCHER SCRUBBER CIVIC CENTRE – T. COLE

MOVED BY COUNCILLOR DEBBIE WIGGINS-COLWELL AND SECONDED BY COUNCILLOR MATT ESTABROOKS THAT COUNCIL DIRECT ITEM 3.5 KARCHER SCRUBBER BE SENT TO THE REGULAR COUNCIL MEETING OF AUGUST 8, 2023, FOR CONSIDERATION. MOTION CARRIED.

3.6 SACKVILLE LIBRARY ROOF REPLACEMENT – J. EPELL

MOVED BY COUNCILLOR BARRY HICKS AND SECONDED BY COUNCILLOR MICHAEL TOWER THAT COUNCIL DIRECT ITEM 3.6 SACKVILLE LIBRARY ROOF REPLACEMENT BE SENT TO THE REGULAR COUNCIL MEETING OF AUGUST 8, 2023, FOR CONSIDERATION. MOTION CARRIED.

3.7 PUBLIC WORKS BACKHOE REPLACEMENT – J. EPELL

MOVED BY COUNCILLOR MICHAEL TOWER AND SECONDED BY COUNCILLOR BARRY HICKS THAT COUNCIL DIRECT ITEM 3.7 PUBLIC WORKS BACKHOE REPLACEMENT TO THE REGULAR COUNCIL MEETING OF AUGUST 8, 2023, FOR CONSIDERATION. MOTION CARRIED.

3.8 DORCHESTER WATER TREATMENT PLANT CONTRACT – J. EPELL

MOVED BY COUNCILLOR BRUCE PHINNEY AND SECONDED BY COUNCILLOR BARRY HICKS THAT COUNCIL DIRECT ITEM 3.8 DORCHESTER WATER TREATMENT PLANT CONTRACT BE SENT TO THE REGULAR COUNCIL MEETING OF AUGUST 8, 2023, FOR CONSIDERATION. AYE VOTES RECORDED BY MAYOR ANDREW BLACK, DEPUTY MAYOR GREG MARTIN AND COUNCILLORS ALLISON BUTCHER, MATT ESTABROOKS, JOSH GOGUEN, BARRY HICKS, BRUCE PHINNEY AND MICHAEL TOWER. NAY VOTE RECORDED BY COUNCILLOR DEBBIE WIGGINS-COLWELL. MOTION CARRIED.

3.9 QUEEN ROAD RESURFACING AND CULVERT RENEWAL – J. EPELL

Director of Engineering and Public Works Jon Eppell provided an update to Council on the Queens Road Resurfacing and Culvert Renewal project currently in the tendering process. A full tender update and request for decision will be brought forward at the Regular Council Meeting of August 8, 2023.

3.10 FLEET UPGRADE – HALF-TON TRUCK – J. EPELL

MOVED BY COUNCILLOR DEBBIE WIGGINS-COLWELL AND SECONDED BY COUNCILLOR JOSH GOGUEN THAT COUNCIL DIRECT ITEM 3.10 FLEET UPGRADE ½ TRUCK BE SENT TO THE REGULAR COUNCIL MEETING OF AUGUST 8, 2023, FOR CONSIDERATION. MOTION CARRIED.

3.11 ECONOMIC DEVELOPMENT INCENTIVE PROGRAM APPLICATION – 131 MAIN STREET – K. MILLER

MOVED BY COUNCILLOR MATT ESTABROOKS AND SECONDED BY DEPUTY MAYOR GREG MARTIN THAT COUNCIL DIRECT ITEM 3.11 ECONOMIC DEVELOPMENT INCENTIVE PROGRAM APPLICATION BE SENT TO THE REGULAR COUNCIL MEETING OF AUGUST 8, 2023, FOR CONSIDERATION. MOTION CARRIED.

4. DEPARTMENTAL REPORTS

The following reports were presented to Council as information items only:

- 4.1 Active Living and Culture – T. Cole
- 4.2 Community and Corporate Services – K. Miller
- 4.3 Engineering and Public Works – J. Eppell
- 4.4 Protective Services –
- 4.5 Financial Services – E. Hartling
- 4.6 Administration
  - 4.6.1 Legislative Services – D. Beal
  - 4.6.2 Chief Administrative Officer – J. Borne
  - 4.6.3 Mayor’s Report – A. Black

5. QUESTION PERIOD

Bruce Wark asked how Council can justify the expenditure of approving the Economic Development Incentive Program application. Mayor Andrew Black responded that Council has made no decision regarding the application and discussion will happen during the Regular Council Meeting on August 8, 2023.

Erica Butler asked what the cost is for Veolia to run the Sackville Water Treatment Plant per year compared to the proposed costs for the Dorchester Plant. Director of Engineering and Public Works Jon Eppell will pull the cost information and send it to Ms. Butler.

Erica Butler asked if there is a point where Tantramar grows enough for it to make sense for the water treatment plant(s) to be operated internally. Director of Engineering and Public Works Jon Eppell responded that at this time, we wouldn’t have enough work for the staff that are required for an approval to operate. If demand increases, it could make more sense to look at an internal option.

Erica Butler asked if other municipalities have R3 properties included in their Economic Development Incentive Program. Director of Community and Corporate Services Kieran Miller will review the questions and respond back directly to Ms. Butler.

6. ADJOURNMENT

MOVED BY COUNCILLOR BRUCE PHINNEY AND SECONDED BY COUNCILLOR MICHAEL TOWER THAT COUNCIL ADJOURN THE COMMITTEE OF THE WHOLE MEETING OF JULY 25, 2023.

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CLERK

\_\_\_\_\_  
ASSISTANT CLERK

DRAFT

**Synopsis:** Gas Tax approval for Tantramar

**Date:** August 3, 2023

**Department:** Financial Services

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## **DESCRIPTION**

With the newly amalgamated entity we need to submit a new Capital Investment Plan Respecting the Gas Tax for 2023 only in the name of Tantramar. This is a requirement prior to the province releasing the 2023 funds. In addition to this there needs to be a Project Application completed for the additional funding that we have as a result of Tantramar's population increasing.

## **PROPOSED MOTION**

Staff recommend that Council approve the various motions as presented at the Committee of the Whole meeting of July 25, 2023 under CDR #2023-051. A copy of the report can be found on page 8 of the July Committee of the Whole package at <https://sackville.com/wp-content/uploads/2023/07/Committee-of-the-Whole-July-25-2023-1.pdf>

**Tantramar**

**2023 Capital Investment Plan for  
the GTF Administrative  
Agreement**

**2023**

Department of Environment and Local Government

## **INTRODUCTION**

Tantramar has prepared a Capital Investment Plan for the year 2023 respecting the Gas Tax Fund (GTF) administrative agreement. Included are descriptions, cost estimates and financing for each selected project. Each project will contribute towards achieving the following program benefits:

- a) Beneficial impacts on communities of completed eligible projects;
- b) Enhanced impact of GTF as a predictable source of funding including incrementality; and,
- c) Progress made on improving Local Government planning and asset management.

## **CAPITAL INVESTMENT PLAN CONTENT**

The capital investment plan for the GTF administrative agreement includes the following:

1. Certified copy of the resolution from Council adopting the 2023 Capital Investment Plan for the GTF Agreement of the municipality
2. Project name, category, description, expected outcomes, proposed indicators for each tangible capital asset project. Also indicate if an Environmental Impact Assessment (EIA) and a tender are required for each project.
3. 2023 Capital Budget Summary (Excel spreadsheet)

**Tantramar**  
**2023 CAPITAL INVESTMENT PLAN**  
**FOR THE GTF ADMINISTRATIVE AGREEMENT**

**2023**  
**RESOLUTION**

2023-??? Moved by ?????????? and seconded by Councilor ?????? “that the document entitled *Tantramar 2023 Capital Investment Plan for the GTF Administrative Agreement* be adopted”.

Motion Carried

I certify that the above resolution of the council of the Tantramar was adopted while in *regular* session ??????????????????.

(SEAL)

\_\_\_\_\_  
DONNA BEAL, CLERK  
TANTRAMAR

## PROJECTS

### 1) STREET RESURFACING/RECONSTRUCTION

**Project Category** (*select one*):

Drinking water	<input type="checkbox"/>	Recreational Infrastructure	<input type="checkbox"/>
Wastewater	<input type="checkbox"/>	Cultural Infrastructure	<input type="checkbox"/>
Local roads and bridges	<input checked="" type="checkbox"/>	Tourism Infrastructure	<input type="checkbox"/>
Community energy systems	<input type="checkbox"/>	Solid waste	<input type="checkbox"/>
Capacity building	<input type="checkbox"/>	Brownfield Redevelopment	<input type="checkbox"/>
Disaster mitigation	<input type="checkbox"/>	Public transit	<input type="checkbox"/>
Sport Infrastructure	<input type="checkbox"/>	Regional and local airports	<input type="checkbox"/>

**Project Description:** Tantramar is expanding its program to resurface streets and reconstruct streets throughout the Town. Resurfacing work involves adding base asphalt padding to remove any major dips in the roadway and then apply an approximate 40 mm seal coat over the entire roadway. This has successfully been done on other roads in the Town in the past. Road Reconstruction work includes laying approximately 75 mm of base asphalt, followed by approximately 40mm of seal coat asphalt on the road. During Reconstruction any water, sewer, sidewalk, curb, gutter, storm, etc will be done paid for 100% with other Town Funds and not Gas Tax Funds.

EIA Required  Tender Required

**Expected Outcome:** These projects greatly enhance the rideability of the affected roads in reduced travel time and vehicle maintenance, which in turn equates to savings in gas consumption and reduced greenhouse gas emissions.

**Proposed indicator(s):** Number of km of streets resurfaced that will improve the drivability thereby reducing changes in vehicle speeds and improving fuel economy and repairs to vehicles.

Year	GTF Contribution	Total Cost
2023	815,872	1,686,463

## PROJECTS

### 2) CONSTRUCTION OF NEW PLAYGROUND

**Project Category** (*select one*):

Drinking water	<input type="checkbox"/>	Recreational Infrastructure	<input checked="" type="checkbox"/>
Wastewater	<input type="checkbox"/>	Cultural Infrastructure	<input type="checkbox"/>
Local roads and bridges	<input type="checkbox"/>	Tourism Infrastructure	<input type="checkbox"/>
Community energy systems	<input type="checkbox"/>	Solid waste	<input type="checkbox"/>
Capacity building	<input type="checkbox"/>	Brownfield Redevelopment	<input type="checkbox"/>
Disaster mitigation	<input type="checkbox"/>	Public transit	<input type="checkbox"/>
Sport Infrastructure	<input type="checkbox"/>	Regional and local airports	<input type="checkbox"/>

**Project Description:** Construction of a new playground with a pedestrian path and a landscaped area with picnic tables and benches.

EIA Required  Tender Required

**Expected Outcome:** This project will allow the residents of the Town to have an outdoor space where they can get together and have fun. This playground will also promote well-being and physical activity.

**Proposed indicator(s):** The amount of people using the current infrastructure will be counted over a one-year period and will be compared with the amount of people using the new infrastructure over a one-year period.

Year	GTF Contribution	Total Cost
2023	49,580	84,580

## PROJECTS

### 3) RINK-CONCRETE PADDING

**Project Category** (*select one*):

Drinking water	<input type="checkbox"/>	Recreational Infrastructure	<input checked="" type="checkbox"/>
Wastewater	<input type="checkbox"/>	Cultural Infrastructure	<input type="checkbox"/>
Local roads and bridges	<input type="checkbox"/>	Tourism Infrastructure	<input type="checkbox"/>
Community energy systems	<input type="checkbox"/>	Solid waste	<input type="checkbox"/>
Capacity building	<input type="checkbox"/>	Brownfield Redevelopment	<input type="checkbox"/>
Disaster mitigation	<input type="checkbox"/>	Public transit	<input type="checkbox"/>
Sport Infrastructure	<input type="checkbox"/>	Regional and local airports	<input type="checkbox"/>

**Project Description:** The objective of this project is to increase the usable ice time. The current rink was building in 2002 and is a full Olympic size rink. Boards are framed in galvanized studs with puck board. The current surface is sand with plastic that is put around the edges each year to try and retain water. Surfacing the rink in concrete will dramatically increase the usable ice time. It will allow the ice to be put in sooner and will prevent us in losing the ice during the winter thaws. In addition, it will require less time to initially flood and to maintain. This will be completed in phases.

EIA Required  Tender Required

**Expected Outcome:** The objective of this project is to continue to provide a Winter outdoor space for families to enjoy.

**Proposed indicator(s):** In order to evaluate the impact of this project, the true indicator will be the number of municipal populations who will benefit from this facility.

Year	GTF Contribution	Total Cost
2023	76,559	76,559

Capital Investment Plan for the GTF Administrative Agreement

2023 Capital Budget Summary

Please refer to the Excel document named: **"2023 Capital Budget Summary.xls"**.

## PROJECT APPLICATION FORM

### Municipal CCBF Project - Allocation under Unincorporated Areas

Please complete each section below.

**1) Applicant:**  
(Legal name of local government): TANTRAMAR

**2) Project Name:** OUTDOOR RINK OUTBUILDING

**3) Project Category** (select one): RECREATIONAL INFRASTRUCTURE

**4) Project Type** (select one): New Construction

**5) Project Description** (provide a brief description of actual proposed work):

THIS PROJECT WOULD CONSTRUCT AN OUTBUILDING AT THE OUTDOOR RINK LOCATED IN THE FORMER VILLAGE OF DORCHESTER WITHIN THE NEW BOUNDARIES OF TANTRAMAR. THE OUTBUILDING WOULD HOUSE THE ZAMBOINE WHICH FLOODS THE ICE. OUT CIVIC CENTRE IS OBTAINING A NEW ZAMBONI IN 2023 AND THE OLD ZAMBONI IS BEING TRANSFERRED TO THE OUTDOOR RINK. IN ORDER TO HAVE THIS ZAMBONI HOUSE AT THE RINK AN OUTBUILDING MUST BE BUILT TO HOUSE THE MACHINE. HAVING THIS MACHINE THERE WILL INCREASE THE ABILITY TO FLOOD THE RINK AND INCREASE THE USAGE OF THE OUTDOOR ARENA.

**6) Project Location PID:**  
(Parcel Identification - 8 digits) 1990436

**7) Forecasted Start Date:**  
(YYYY-MM-DD) 2023-09-01

**8) Forecasted End Date:**  
(YYYY-MM-DD) 2023-12-31

**9) Proposed indicator(s)** - (Select a minimum of one from the dropdown list)

Number of new or upgraded recreational facilities

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**10) Project Budget**

Year	CCBF Contribution	Total Cost
2023-24	\$73,935	\$126,935

**11) Signature**

I, (full name), hereby confirm that I have the authority to submit this project application under the Canada Community-Building Fund (CCBF) on behalf of Tantrammar on this \_\_\_ day of (month) 2023.

\_\_\_\_\_

**Print Name****Signature****Title**

**Synopsis:** Dorchester Playground Equipment

**Date:** August 3, 2023

**Department:** Active Living and Culture

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## DESCRIPTION

Staff would like to replace some of the playground equipment at Richard Park in Dorchester. Moneris has kindly donated \$35,000 towards the playground equipment.

## PROPOSED MOTION

Staff recommend that Council consider approving the removal and replacement of playground equipment at Richard Park in the amount of \$60,739.55 HST included as presented at the Committee of the Whole meeting of July 25, 2023 under CDR #2023-051. A copy of the report can be found on page 18 of the July Committee of the Whole package at <https://sackville.com/wp-content/uploads/2023/07/Committee-of-the-Whole-July-25-2023-1.pdf>.

**Synopsis:** Pride Parade Street Closure

**Date:** August 3, 2023

**Department:** Active Living and Culture

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## **DESCRIPTION**

Closure of York St from Salem to Main and Main St from York to Dufferin to accommodate the Pride Parade on September 16, 2023.

## **PROPOSED MOTION**

Staff recommend that Council consider approving the closure of York Street from Salem to Main Street, and Main Street from York to Dufferin Street on Saturday, September 16, 2023, from 4:00-5:00pm as presented at the Committee of the Whole meeting of July 25, 2023 under CDR #2023-053. A copy of the report can be found on page 20 of the July Committee of the Whole package at <https://sackville.com/wp-content/uploads/2023/07/Committee-of-the-Whole-July-25-2023-1.pdf>.

**Synopsis:** Civic Centre Fitness Equipment

**Date:** August 3, 2023

**Department:** Active Living and Culture

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## **DESCRIPTION**

Staff would like to purchase and install commercial quality pieces of fitness equipment at the Tantramar Veterans Memorial Civic Centre: including two treadmills, 1 elliptical and 1 stationary bike. The provider, Spartan Fitness also supplies and maintains the fitness equipment located at Town Hall Sackville for the firefighters and RCMP, as well as the Dorchester Fire Hall. Moneris has donated up to \$15,000 to support the project.

## **PROPOSED MOTION**

Staff recommend that Council consider approving the purchase of fitness equipment from Spartan Fitness in the amount of \$12,187.05 plus HST as presented at the Committee of the Whole meeting of July 25, 2023 under CDR #2023-054. A copy of the report can be found on page 22 of the July Committee of the Whole package at <https://sackville.com/wp-content/uploads/2023/07/Committee-of-the-Whole-July-25-2023-1.pdf>.

**Synopsis:** Floor Scrubber for Tantramar Veterans Memorial Civic Centre

**Date:** August 3, 2023

**Department:** Active Living and Culture

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## DESCRIPTION

Staff would like to replace the existing scrubber at the Tantramar Veteran's Memorial Civic Centre with a new B40W Bp walk behind scrubber. Staff would also like to retain the existing scrubber for use on the upper level of the civic center that sees less use. This will save wear and tear on the new scrubber as it must be walked up around the rough sidewalk in poor weather conditions to be used after an event upstairs.

## PROPOSED MOTION

Staff recommend that Council consider approving the purchase of a B40W bp walk behind scrubber from Pro Tech / D&M Products in the amount of \$9,699.99 plus HST as presented at the Committee of the Whole meeting of July 25, 2023 under CDR #2023-055. A copy of the report can be found on page 24 of the July Committee of the Whole package at <https://sackville.com/wp-content/uploads/2023/07/Committee-of-the-Whole-July-25-2023-1.pdf>.

**Synopsis:** Sackville Library Roof Replacement

**Date:** August 3, 2023

**Department:** Engineering and Public Works

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## DESCRIPTION

The Sackville Library roof asphalt shingle system is in poor condition and leaking. The roof is need of an emergency replacement in 2023 as an unbudgeted capital item. Quotations were obtained for a replacement metal roof.

It is suggested that there be an addition to the Capital Budget, at the present time utilizing funds from Crosswalk Signal Upgrades (\$23,972.54 plus HST) and Facility Upgrades Sackville (2,027.46 plus HST) to the emergency roof replacement at the Sackville Library.

## PROPOSED MOTION

That Council consider awarding the contract for Emergency Roof Replacement at the Sackville Library to Don Beal in the amount of \$26,000.00 plus HST as presented at the Committee of the Whole meeting of July 25, 2023. A copy of the report can be found on page 26 of the July Committee of the Whole package at <https://sackville.com/wp-content/uploads/2023/07/Committee-of-the-Whole-July-25-2023-1.pdf>.

**Synopsis:** Backhoe

**Date:** August 3, 2023

**Department:** Engineering and Public Works

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## DESCRIPTION

The existing 2011 John Deere 310SJ backhoe is scheduled for replacement in 2023. The backhoe is deteriorated and is planned to be declared surplus and sent to auction for sale.

The City of Saint John recently awarded a backhoe to the same specifications to Maritime Case Ltd., the lowest tenderer, following a public tender process and the lowest. The City of Saint John included a piggyback clause that allows Tantramar to take advantage of the same pricing, which will streamline Tantramar's tender process.

Tantramar requires slightly different attachments which we priced as follows:

1	2023 Case 580 SV	\$164,750.00	Incl. in City tender
2	Heavy duty quick coupler on backhoe, steel wedge/2 bolts	\$2,775.00	
3	Work lights on lower boom	\$1,000.00	
4	48" pallet forks	\$4,885.00	
5	Ditching bucket	\$4,397.50	
6	Hydraulic quick attach for front bucket/forks	\$16,737.50	
	Subtotal	\$194,545.00	

The 2023 Fleet Upgrade Backhoe capital budget is \$191,780.30, making the purchase of the backhoe over budget by \$2,764.70 plus HST.

## PROPOSED MOTION

That Council approves purchase of the backhoe from Maritime Case Ltd. in the amount of \$194,545.00 plus HST, as presented at the Committee of the Whole meeting of July 25, 2023 under CDR #2023-057. A copy of the report can be found on page 28 of the July Committee of the Whole package at <https://sackville.com/wp-content/uploads/2023/07/Committee-of-the-Whole-July-25-2023-1.pdf>

**Synopsis:** Dorchester Water Treatment Plant – Contract

**Date:** August 3, 2023

**Department:** Engineering and Public Works

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## DESCRIPTION

It is proposed to have Veolia assume operation and maintenance of the Dorchester water treatment plant (WTP). This will provide two operators as required in the Approval to Operate (Level 2 and Level 1 operators), provide depth in operators to handle backfilling of vacations and leaves, provide additional expertise in water treatment, and reduce potential liabilities for the municipality.

Contracting the operation of the WTP was not budgeted for 2023, however, is necessary in meeting the requirements of a certificate of approval to operate and from a liability aspect.

Budget considerations were reviewed with the Director of Financial Services. The funds will come from salary savings within the Dorchester portion of the Utility Budget. This proposal will fit in the budget for the remainder of 2023 and will be budgeted accordingly in the 2024 Tantramar Utility budget.

## PROPOSED MOTION

That Council approves amendment of the Sackville Operation and Maintenance Agreement for Water Treatment Facilities to include the Dorchester water treatment plant as proposed by Veolia, as presented at the Committee of the Whole meeting of July 25, 2023 under CDR #2023-058. A copy of the report can be found on page 31 of the July Committee of the Whole package at <https://sackville.com/wp-content/uploads/2023/07/Committee-of-the-Whole-July-25-2023-1.pdf>.

**Synopsis:** Fleet Upgrade – ½ T Truck  
**Date:** August 3, 2023  
**Department:** Engineering and Public Works

---

## DESCRIPTION

The fleet replacement program includes for replacement of a ½ T truck in 2023. It is proposed to purchase a four-wheel drive hybrid plug-in vehicle. Availability is limited to what is on the lot, if any vehicles, or wait 12 to 18 months. There is limited availability and no ability to select colour or options for what is on the lot.

In the interests of purchasing a PHEV vehicle and receiving it this year it is desirable to be able to make an on-the-spot purchase. Finance will continue to manage the Public Works Capital Budget accordingly to ensure the overall total stays within budget.

## PROPOSED MOTION

That Council approves the purchase of a four-wheel drive hybrid plug-in SUV up to the budget of \$55,000 plus HST, as presented at the Committee of the Whole meeting of July 25, 2023 under CDR #2023-060. A copy of the report can be found on page 40 of the July Committee of the Whole package at <https://sackville.com/wp-content/uploads/2023/07/Committee-of-the-Whole-July-25-2023-1.pdf>.

**Synopsis:** Economic Development Incentive Program Application – 131 Main Street

**Date:** August 3, 2023

**Department:** Community & Corporate Services

---

## DESCRIPTION

Sackville Town Council approved the Economic Development Incentive Program in March 2020 to provide financial incentive to developers to build locally.

The program applies to properties in the Mixed Use, Highway Commercial, Industrial/Business Park and Urban Residential 3 zones and provides an incremental tax grant to projects based on the project's economic value. Successful applicants receive a rebate of a percentage of the post-project assessed values for a period of 5 years for projects valued <\$5,000,000 or 10 years for projects valued at >\$5,000,000.

These types of incentives are intended to act as a catalyst for increased development activities in the community, which will in turn help attract further businesses, residents and employment.

J.N. Lafford Realty Inc has submitted an application for a development at 131 Main Street (PID 00969048) in Sackville. They are proposing to construct a 6-storey multi-residential apartment building (71 units) with underground parking.

Infill development utilizes existing services and infrastructure, making it a more sustainable option. The subject property is very walkable/bikeable to downtown, Mount Allison campus, etc making it a good opportunity for active transportation.

## PROPOSED MOTION

Staff recommend that Council approve the Economic Development Incentive Program application from J.N. Lafford Realty Inc for a multi-residential development at 131 Main Street as presented at the Committee of the Whole meeting of July 25, 2023 under CDR #2023-061. A copy of the report can be found on page 42 of the July Committee of the Whole package at <https://sackville.com/wp-content/uploads/2023/07/Committee-of-the-Whole-July-25-2023-1.pdf>.

**Synopsis:** Tender TAN-2023-06 Queens Road Resurfacing and Culvert Renewal

**Date:** August 3, 2023

**Department:** Engineering and Public Works

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## DESCRIPTION

Engineering and Public Works department presented Tender TAN-2023-06 Queens Road Resurfacing and Culvert Renewal.

The tender closed on July 27, 2023 with three tenders submitted. The lowest tenderer is Dexter Construction Company Limited at \$357,900.00 plus HST.

Dexter's tender was found to be in order. The tender price is within budget (\$405,882.35 plus HST).

It is planned that the remaining available budget of \$47,982.35 plus HST will be used to extend the length of resurfacing from 950 m to 1,250 m.

## PROPOSED MOTION

That Council approves award of Tender TAN-2023-06 Queens Road Resurfacing and Culvert Renewal to Dexter Construction Company Limited in the amount of \$405,882.35 plus HST, based on their July 27, 2023 tender and to fit within the budget.

**To:** Mayor and Council  
**Submitted by:** Jon Eppell, Director of Engineering and Public Works  
**Date:** August 3, 2023  
**Subject:** Queens Road Resurfacing and Culvert Renewal TAN-2023-06

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## PROPOSAL

Present tender results for project with recommendation for approval.

## BACKGROUND

Queens Road is a cost shared road with NBDTI. DTI provided a March 24, 2022 letter advising of funding at \$353,000 plus non-recoverable HST for Route 106 (Queens Road), civic 388 to Route 935, asphalt paving, a distance of approximately 1.9 km. DTI to contribute up to \$300,000 plus non-recoverable HST and municipal contribution of \$53,000.

Subsequently DTI agreed that two deteriorated cross culverts should be replaced in the project length and the extent of resurfacing adjusted to suit the budget. The paving will continue from Route 935, end of area last paved and extend about 1 km to just beyond civic 304 Queens Road.

On July 17, 2023 DTI advised the DTI funding portion to be increased up to \$345,000 plus non-recoverable HST.

## DISCUSSION

The tender was issued on July 11, 2023. There were three tender packages taken out with the following three submissions on July 27, 2023:

<b>Tenderer</b>	<b>Tender Amount (excl. HST)</b>
Modern Construction (1983) Limited	\$ 411,320.00
MacDonald Paving and Construction	\$ 377,111.00
Dexter Construction Company Limited	\$ 357,900.00

Dexter Construction is the lowest tenderer at \$357,900.00 plus HST. The tender is in order.

## LEGISLATION/POLICY

N/A

## FINANCIAL CONSIDERATIONS

The 2023 budget for the project is \$405,882.35 plus HST. DTI has agreed to contribute up to \$345,000 plus non-recoverable HST. Tantramar's contribution is \$60,882.35 plus non-recoverable HST, which is over the initial budget of \$53,000.

The lowest tender, Dexter Construction, at \$357,900.00 plus HST is within budget.

The remaining available budget of \$47,982.35 plus HST is planned to be used to extend the length of resurfacing from 950 m to 1,250 m.

**CLIMATE CHANGE IMPLICATIONS**

N/A

**COMMUNICATIONS/PUBLIC ENGAGEMENT**

Notifications will be posted on the web site regarding construction delays and sent to the list of service providers that road closure notices are normally sent to. The notice will advise of the work, schedule and to expect delays.

**COMMUNITY IMPACT**

Some traffic disruption and delays should be expected on Queens Road where there is active work. Unfortunately, there is not a practical alternative detour route.

**CLIMATE LENS**

Climate Lens	Towards	Away	No change
Emissions reduction			x
Stormwater management			x
Thriving natural assets			x
Sustainable processes			x
Climate change adaptation			x
Climate leadership			x

**OPTIONS**

N/A

**RECOMMENDATION**

It is recommended that the tender be awarded to Dexter Construction Company Limited in the amount of \$357,900.00 plus HST plus a contingency of \$47,982.35.00 plus HST, for a total of \$405,882.35 plus HST.

**ATTACHMENTS**

Email from DTI

**From:** Brun, Raymond (DTI/MTI) <[Raymond.Brun@gnb.ca](mailto:Raymond.Brun@gnb.ca)>  
**Sent:** Wednesday, July 12, 2023 9:19 AM  
**To:** Jon Epell <[j.epell@sackville.com](mailto:j.epell@sackville.com)>  
**Cc:** Joe Tower <[j.tower@sackville.com](mailto:j.tower@sackville.com)>; Roussel, Vincent (DTI/MTI) <[Vincent.Roussel@gnb.ca](mailto:Vincent.Roussel@gnb.ca)>  
**Subject:** RE: Resurfacing of Route 106 starting at former Town of Sackville limit

Jon,

I can confirm that the maximum DTI contribution to this project will be increased to \$345,000 plus non-recoverable HST. A letter will follow.

Thank you for the tender package. Diane Nash is now the Director of Design Branch, no need to send to her directly.

Regards,



**Raymond Brun, P.Eng.**  
Municipal Engineer | Ingénieur Municipal

Design Branch | Direction du tracé des routes  
Department of Transportation and Infrastructure | Ministère des transports et de l'infrastructure  
New Brunswick | Nouveau-Brunswick

**C: (506) 461.4492**

**GNB.CA**

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**Synopsis:** Dorchester Lift Station  
**Date:** August 3, 2023  
**Department:** Engineering and Public Works

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## **DESCRIPTION**

The former Village of Dorchester approved an application to the Integrated Bilateral Agreement fund for the Dorchester Lift Station upgrades in August 2022. Funding application was successful and the IBA agreement has been received by Tantramar Staff.

## **PROPOSED MOTION**

That Council authorize the Mayor and Clerk to sign and seal the New Brunswick Integrated Bilateral Agreement project entitled “Tantramar – Lift Station Upgrades” , as presented at the Regular Council Meeting of July 11, 2023. A copy of the report can be found on page 22 of the July Regular Council Meeting package <https://sackville.com/wp-content/uploads/2023/05/Regular-Council-Meeting-July-11-2023.pdf>



## INTEGRATED BILATERAL AGREEMENT CONTRIBUTION AGREEMENT

This Agreement is made as of the date of last signature.

**BETWEEN:** HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF NEW BRUNSWICK, as represented by the Minister of Regional Development Corporation ("New Brunswick")

**AND:** TANTRAMAR  
in the Province of New Brunswick ("Recipient")

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

**WHEREAS CANADA AND NEW BRUNSWICK** entered into a funding agreement, the *Canada – New Brunswick Integrated Bilateral Agreement for the Investing in Canada Infrastructure Program*, effective March 18, 2018, to establish the terms and conditions whereby Canada will provide funding to New Brunswick for Projects;

**AND WHEREAS** Canada agrees to deliver up to a maximum of \$683,560,595 to New Brunswick in five key areas: public transit; green infrastructure; community, culture and recreation infrastructure; covid 19 resiliency and rural and northern communities infrastructure;

**AND WHEREAS** New Brunswick agrees to enter into Agreements with Recipients for funding, namely the present *Integrated Bilateral Agreement Contribution Agreement* (Agreement);

**AND WHEREAS** this Agreement is made pursuant to the *Canada - New Brunswick Integrated Bilateral Agreement for the Investing in Canada Infrastructure Program* and therefore all relevant provisions of that Funding Agreement shall apply;

**NOW THEREFORE**, in accordance with the mutual covenants and agreements herein, the Parties agree as follows:

### 1. PURPOSE

The purpose of this Agreement is to establish the terms and conditions whereby New Brunswick will provide funding to the Recipient for the Project described in Schedule A.

## 2. ANNEXES AND SCHEDULES

The following schedules are attached to, and form part of this Agreement:

- Schedule A – Project Description
- Schedule B – Eligible and Ineligible Expenditures
- Schedule C – Communications Protocol
- Schedule D – Detailed Claim Form
- Schedule E – Progress Report Form
- Schedule F – Completion Documents
- F.1 Declaration of Substantial Completion
- F.2 Project Completion Form

## 3. INTERPRETATION

### 3.1 DEFINITIONS

In addition to the terms and conditions defined in the recitals and elsewhere in this Agreement, a capitalized term has the meaning given to it in this section.

**“Agreement”** means this *Integrated Bilateral Agreement Contribution Agreement* and all schedules, as may be amended from time to time.

**“Agreement End Date”** means the date at which the final payment is made to the Recipient which will, in any case, be no later than March 31, 2027.

**“Asset”** means any real or personal property or immovable or movable asset, acquired, purchased, constructed, rehabilitated or improved, in whole or in part, with contribution funding provided by New Brunswick under the terms and conditions of this Agreement.

**“Asset Disposal Period”** means the period ending five (5) years after a Project is Substantially Completed.

**“Canada”** means the Government of Canada, as represented by the President of the Queen’s Privy Council for Canada, Minister of Infrastructure, Communities and Intergovernmental Affairs.

**“Communications Activity” or “Communications Activities”** means, but is not limited to, public or media events or ceremonies including key milestone events, news releases, reports, web and social media products or postings, blogs, news conferences. Public notices, physical and digital signs, publications, success stories and vignettes, photos, videos, multi-media content, advertising campaigns, awareness campaigns, editorials, multi-media products and all related communication materials under this Agreement.

**“Contract”** means an agreement between the Recipient and a Third Party whereby the latter agrees to supply a product or service to a Project in return for financial consideration.

**“Effective Date”** means the date of last signature of this Agreement.

**“Eligible Expenditures”** means those costs incurred and paid that are eligible for reimbursement by New Brunswick, with funds from New Brunswick and Canada, as set out in Schedule B that have been approved as part of a Project approval.

**“Fiscal Year”** means the period beginning April 1<sup>st</sup> of a calendar year and ending on March 31<sup>st</sup> of the following calendar year.

**“IBA Funding Agreement”** means the *Integrated Bilateral Agreement for the Investing in Canada Infrastructure Program*, which sets out the roles and responsibilities of Canada and New Brunswick for the delivery of the program, including attached Schedules.

**“Incurred”** means an event or transaction has taken place for which an obligation to pay exists, even if an invoice has not been received, such that the underlying evidence indicates there is little or no discretion to avoid the obligation. The value of the obligation is to be calculated in accordance with recognized Canadian accounting standards.

**“Joint Communications”** means events, news releases, and signage that relate to this Agreement and are collaboratively developed and approved by Canada, New Brunswick and, where applicable, the Ultimate Recipient, and are not operational in nature.

**“Oversight Committee”** means the committee established under the IBA Funding Agreement consisting of representatives from Canada and New Brunswick.

**“Person”** means, without limitation, a person, New Brunswick, an Ultimate Recipient, a Third Party, a corporation, or any other legal entity, and their officers, servants, employees or agents.

**“Project” or “Projects”** means the project approved by New Brunswick and Canada under the IBA Funding Agreement as described in Schedule A.

**“Substantial Completion” or “Substantially Completed”** means, when referring to a Project, that the Project can be used for the purpose for which it was intended.

### **3.2 ENTIRE AGREEMENT**

This Agreement comprises the entire agreement between the Parties. No prior document, negotiation, provision, undertaking or agreement in relation to the subject of the Agreement has legal effect, unless incorporated by reference into this Agreement. No representation or warranty express, implied or otherwise, is made by New Brunswick to the Recipient except as expressly set out in this Agreement.

### **3.3 DURATION OF AGREEMENT**

This Agreement will be effective as of the Effective Date and will terminate on the Agreement End Date.

## **4. OBLIGATIONS OF THE PARTIES**

### **4.1 COMMITMENTS BY NEW BRUNSWICK**

- a) New Brunswick agrees to provide funding from Canada and New Brunswick to the Recipient in accordance with Schedule A.
- b) Subject to paragraph 4.2 c) the Parties agree that New Brunswick's role is limited to providing funding to Projects and that New Brunswick and Canada will have no involvement in the implementation of any Project or its operation. New Brunswick and Canada are neither a decision-maker nor an administrator of the Project.

### **4.2 COMMITMENTS BY THE RECIPIENT**

- a) The Recipient agrees to complete the Project, claim only for Eligible Expenditures in a diligent and timely manner, and is responsible for any unapproved expenditures and cost overruns.
- b) The Recipient will be responsible for the costs of producing and installing federal and provincial program signs. Signage costs are an Eligible Expenditure.
- c) If the Project is not completed or is cancelled, the Recipient agrees to return any previous payments to New Brunswick within thirty (30) days of written notification to that effect.
- d) The Recipient shall allow any authorized representative of New Brunswick or Canada reasonable access to the project site to assess the Project's progress, to review all records and accounts maintained and to carry out the evaluation process required for the implementation of the IBA Funding Agreement. The Recipient shall provide all records and accounts as requested by New Brunswick.
- e) The Recipient agrees to bear all operating expenditures of the Project.
- f) If the Project total estimated Eligible Expenditures exceeds twenty-five million dollars (\$25,000,000), the Recipient will report on community employment benefits provided to at least three (3) target groups (apprentices, Indigenous peoples, women, persons with disabilities, veterans, youth, new Canadians, or small-medium-sized enterprises and social enterprises).

### **4.3 APPROPRIATIONS**

Notwithstanding New Brunswick's obligation to make any payment under this Agreement, this obligation does not arise if, at the time when a payment under this Agreement becomes due, the Legislature of New Brunswick or the Parliament of Canada has not passed an appropriation that is sufficient and constitutes lawful authority for making the payment. New Brunswick and Canada may reduce or terminate any payment under this Agreement in response to the reduction of appropriations or departmental funding levels in respect of transfer payments, the program under which this Agreement was made or otherwise, as evidenced by any appropriation act of the provincial or federal Crown's main or supplementary estimates expenditures. New Brunswick and Canada will not be liable for any direct, indirect, consequential, exemplary or punitive damages, regardless of the form of action, whether in contract, tort or otherwise, arising from any such reduction or termination of funding.

### **5. FISCAL YEAR BUDGETING**

- a) The amount of contribution funding payable by New Brunswick and Canada each Fiscal Year is set out in Schedule A.
- b) If the actual amount payable by New Brunswick and Canada in respect of any Fiscal Year is less than the estimated maximum amounts in Schedule A, the Recipient may request that New Brunswick and Canada re-allocate the difference between the two amounts to a subsequent Fiscal Year. Subject to Section 4 (Appropriations), New Brunswick and Canada agrees to make reasonable efforts to accommodate the Recipient's request. The Recipient acknowledges that requests for re-allocation of New Brunswick and Canada's contribution funding to a Project will require appropriation adjustments or provincial and federal Crown approvals.
- c) In the event that any requested re-allocation of New Brunswick and Canada's contribution funding to a Project is not approved, the amount of New Brunswick and Canada's contribution payable in accordance with Schedule A may be reduced by the amount of the requested re-allocation. If the contribution payable by New Brunswick and Canada in accordance with Schedule A is so reduced, the Parties agree to review the effects of such reduction on the overall implementation of the Project and to adjust the terms and conditions of this Agreement as appropriate.

### **6. PROJECT IMPLEMENTATION**

- 6.1** The Recipient shall not change the Project scope, timing or location without the prior written approval of New Brunswick. The Recipient will promptly inform New Brunswick should the project be cancelled.

- 6.2** For the duration of the Project, the Recipient will provide New Brunswick with progress report forms as set out in Schedule E, updated every year on May 15 and November 15.
- 6.3** The Recipient will be responsible for arranging the engineering design, calling of public tenders, and awarding of the contract to the successful bidder, and overall management of the contract. The Recipient will award and manage all contracts in accordance with their relevant policies and procedures and, if applicable, in accordance with the Agreement on Internal Trade and applicable international and interprovincial trade agreements, and all other applicable laws, including the *Procurement Act*, SNB 2012, c.20. If New Brunswick determines that a Contract is awarded in a manner that is not in compliance with the foregoing, upon notification to the Recipient, New Brunswick may consider the expenditures associated with the Contract to be ineligible.
- 6.4** The Recipient agrees to ensure that the Project work shall be carried out in accordance with all federal, provincial, or municipal (local government) rules, regulations and laws governing such work and in accordance with the best general practices then current at the time of construction of the project. In addition, the Project must also:
- Meet or exceed any applicable energy efficiency standards for buildings outlined in the Pan-Canadian Framework on Clean Growth and Climate Change.
  - Meet or exceed the requirement of the highest published accessibility standard in a jurisdiction, in addition to applicable provincial building codes and relevant municipal by-laws.
- 6.5** The Recipient consents to the participation of New Brunswick or its representative at all public tender openings if requested by New Brunswick.
- 6.6** New Brunswick reserves the right to request additional information for review and approval purposes, including assessment of risks, or to make a determination as per Sections 8 (Environmental Assessment and Licensing) and 9 (Aboriginal Consultation).
- 6.7** Repair, restoration or replacement of property that was required to be removed, altered, damaged or destroyed in the course of carrying out the Project will be performed to bring the property to its pre-existing condition, meaning the same condition that the property was in at the time of the removal, alteration, damage, or destruction. Except as may be required by law, the work and materials required to bring the property to its pre-existing condition shall not exceed the quality or quantity as originally existed. Eligible Expenditures will not include any expenditures for enhancements or improvements.

## **7. ASSETS**

### **7.1 DISPOSAL OF ASSETS**

- a) Unless otherwise agreed to by New Brunswick, the Recipient agrees to retain title and ownership of an Asset for the Asset Disposal Period.

- b) If at any time within the Asset Disposal Period, the Recipient sells, leases, or otherwise disposes of, directly or indirectly, any Asset purchased, acquired, constructed, rehabilitated or renovated, in whole or in part, under this Agreement, other than to Canada, New Brunswick, a Local Government, or with New Brunswick's written consent, the Recipient may be required to reimburse New Brunswick any funds received from New Brunswick and Canada for the Project and will notify New Brunswick in writing within ninety (90) business days of the transaction.

## **7.2 REVENUE FROM ASSETS**

The Recipient acknowledges that New Brunswick and Canada's contributions to a Project is meant to accrue to the public benefit. The Recipient will notify New Brunswick in writing within ninety (90) business days of the end of a Fiscal Year if any Asset owned by a for-profit Recipient is used in such a way that, in the Fiscal Year, revenues are generated from it that exceed its operating expenses. New Brunswick and Canada may require the Recipient to immediately pay to New Brunswick and Canada a portion of the excess in the same portion as the total cost of the Asset. This obligation will only apply during the Asset Disposal Period.

## **7.3 REPAYABLE CONTRIBUTIONS**

Any funding provided to a Recipient that is a private sector body intended to allow the business to generate profits or to increase the value of the business, will be repayable to New Brunswick and Canada.

## **8. ENVIRONMENTAL ASSESSMENT AND LICENSING**

- 8.1 The Project may be subject to, among others, New Brunswick *Regulation 87-83 Environmental Impact Assessment Regulation – Clean Environment Act*. That Regulation contains a list of undertakings found in Schedule A of the Regulation, which are required to be registered and screened to determine whether a full Environmental Impact Assessment is warranted. If the project requires registration, a determination on the project must be obtained from the Minister of Environment and Local Government prior to any site work on the Project beginning.

- 8.2 The Project may also be subject to, among others, *Canadian Environmental Assessment Act (2012)*. This Act contains a list of physical activities found in *Regulations Designating Physical Activities* of the Act, which are required to be a designated project for an environmental assessment. If the Project is a designated project under the *Canadian Environmental Assessment Act (2012)*, a decision statement must be obtained prior to any site work on the Project beginning.

**8.3** If the Project requires registration under New Brunswick *Regulation 87-83 Environmental Impact Assessment Regulation – Clean Environment Act* and/or is deemed to be a designated project under the *Canadian Environmental Assessment Act (2012)*, no site preparation, vegetation removal or construction will occur for a Project and no funds will be advanced to a recipient for expenditures related to construction work until New Brunswick and Canada are satisfied that all requirements under this act, other applicable federal environmental assessment legislation that is or may come into force during the term of this Agreement, and other applicable agreements between Canada and Aboriginal groups are met and continue to be met.

**8.4** The Recipient will obtain all necessary licenses, permits, and approvals required for the Project by applicable legislation, regulations and by-laws be they Federal, Provincial or Municipal.

## **9. ABORIGINAL CONSULTATION**

**9.1** Funding for the Project is conditional upon New Brunswick and Canada being satisfied that obligations with respect to the legal duty to consult, and if applicable, requirement to accommodate Aboriginal groups are met.

**9.2** No site preparation, vegetation removal or construction will occur for a Project and New Brunswick and Canada has no obligation to pay any Eligible Expenditures that are capital costs, as determined by New Brunswick and Canada, until New Brunswick and Canada are satisfied that any legal duty to consult, and where appropriate, to accommodate Aboriginal groups or other federal consultation requirement has been met and continues to be met. If required, New Brunswick and Canada must be satisfied that for each Project:

- a) Aboriginal groups have been notified and, if applicable, consulted;
- b) If applicable, a summary of consultation or engagement activities has been provided, including a list of Aboriginal groups consulted, concerns raised, and how each of the concerns have been addressed, or if not addressed, an explanation as to why not;
- c) Accommodation measures, where appropriate, are being carried out by the Recipient and these costs may be considered Eligible Expenditures; and
- d) Any other information has been provided that New Brunswick and Canada may deem appropriate.

**9.3** The Recipient will comply with all obligations (i) under Applicable Law; (ii) as required by regulatory bodies having jurisdiction over the subject matter of the project; and (iii) under common law, to engage in Aboriginal consultation and consider Aboriginal interests.

## **10. CLAIMS AND PAYMENT**

- 10.1** Each claim for reimbursement of Eligible Expenditures shall be submitted on forms herein provided in Schedule D. Claims will include copies of invoices along with all supporting documents, proof of payment of each invoice submitted for reimbursement, and such other documents as may be requested by New Brunswick.
- 10.2** When any other federal or provincial assistance is given or is to be given in respect of the Project which was not taken into consideration in the original application, the contribution hereunder may be reduced by a corresponding amount.
- 10.3** New Brunswick reserves the right to withhold any or all reimbursements of Eligible Expenditures until completion documents provided in Schedule F are completed and returned to New Brunswick by the Recipient.
- 10.4** New Brunswick will not pay interest for failing to make a payment under this Agreement.
- 10.5** New Brunswick will not pay capital costs for a Project until the requirements under Section 8 (Environmental Assessment and Licensing) and Section 9 (Aboriginal Consultation), if applicable, are, in New Brunswick's opinion, satisfied to the extent possible at the date the claim is submitted to New Brunswick.
- 10.6** No claim for reimbursement shall be paid by New Brunswick unless it is received on or before January 31<sup>st</sup> of the year following the Fiscal Year in which the Eligible Expenditure is incurred and in all circumstances, no later than March 31, 2027.

## **11. REPORTING**

The Recipient will provide to New Brunswick at minimum on a semi-annual basis a Project progress report in a format acceptable to New Brunswick and in accordance with Schedule E (Progress Report Form); and will submit, in a format acceptable to New Brunswick, a final project report in accordance with Schedule F (Completion Documents).

## **12. RETENTION OF CONTRIBUTION**

New Brunswick will retain a maximum of five percent (5%) of the federal contribution funding for this Project under this Agreement. The amount retained by New Brunswick will be released by New Brunswick when:

- a) The Recipient fulfils all of its obligations for the Project under this Agreement;
- b) The Recipient submits an attestation, from a delegated official and in a format acceptable to New Brunswick, that the Project has been Substantially Completed and contribution funding under this Agreement has been spent on Eligible Expenditures;

and

- c) The Parties jointly carry out a final reconciliation of all claims and payments in respect of this Agreement and make any required adjustments.

### **13. AUDITS**

The Recipient agrees to allow New Brunswick reasonable and timely access to all its documentation, records and accounts and those of their respective agents or third Parties related to the Project, and all other relevant information and documentation requested by New Brunswick, or their designated representatives, for the purposes of audit, evaluation, and ensuring compliance with this Agreement.

### **14. RECORD KEEPING**

The Recipient will keep proper and accurate financial accounts and records, including but not limited to its contracts, invoices, statements, receipts, and vouchers in respect of the Project, for at least seven (7) years after the IBA Funding Agreement End Date and will provide New Brunswick and their designated representatives with reasonable and timely access to documentation for the purposes of audit, evaluation, and ensuring compliance with this Agreement.

### **15. DISPUTE RESOLUTION**

- a) The Parties will keep each other informed of any issue that could be contentious.
- b) If a contentious issue arises, the Oversight Committee will examine it and will, in good faith, attempt to resolve the contentious issue as soon as possible, and, in any event, within thirty (30) business days from the receipt of notice of such contentious issue. Where the Oversight Committee cannot agree on a resolution, the matter will be referred to the Parties for resolution. The Parties will provide a decision within ninety (90) business days from the date of referral to the Parties.
- c) Where the Parties cannot agree on a resolution, the Parties may explore any alternative dispute resolution mechanisms available to them to resolve the contentious issue.
- d) Any payments related to any contentious issue raised by either Party may be suspended by New Brunswick together with the obligations related to such issue, pending resolution.
- e) The Parties agree that nothing in this section will affect, alter or modify the rights of New Brunswick to terminate this Agreement.

## **16. DEFAULT**

### **16.1 EVENTS OF DEFAULT**

The following event constitutes the “Event of Default” under this Agreement:

- a) The Recipient has not complied with one or more of the terms and conditions of this Agreement.

### **16.2 DECLARATION OF DEFAULT**

New Brunswick may declare default if:

- a) The Event of Default occurs;
- b) New Brunswick gives notice to the Recipient of the event, which in New Brunswick’s opinion constitutes an Event of Default; and
- c) The Recipient has failed, within thirty (30) business days of receipt of the notice, either to remedy the Event of Default or to notify and demonstrate to the satisfaction of New Brunswick that it has taken such steps as are necessary to remedy the Event of Default.

### **16.3 REMEDIES ON DEFAULT**

In the event that New Brunswick declares default, New Brunswick may exercise one or more of the following remedies, without limiting any remedy available to it by law:

- a) Suspend or terminate any obligation by New Brunswick to contribute or to continue to contribute funding to the Project, including any obligation to pay an amount owing prior to the date of such suspension or termination;
- b) Require the Recipient to reimburse New Brunswick all or part of the contribution paid by New Brunswick to the Recipient; or
- c) Terminate this Agreement.

## **17. LIMITATION OF LIABILITY**

In no event will New Brunswick or Canada, its officers, servants, employees or agents be held liable for any damages in contract, tort (including negligence) or otherwise, for:

- a) any injury to any Person, including, but not limited to, death, economic loss or infringement of rights;

- b) any damage to or loss or destruction of property of any Person; or
- c) any obligation of any Person, including, but not limited to, any obligation arising from a loan, capital lease or other long-term obligation

in relation to this Agreement or the Project.

## **18. INDEMNIFICATION**

The Recipient will at all times indemnify and save harmless New Brunswick and Canada, its officers, servants, employees, or agents, from and against all actions, claims, demands, losses, costs, damages, suits or other proceedings, whether in contract, tort (including negligence) or otherwise, by whomsoever brought or prosecuted in any manner based upon or occasioned by:

- a) any injury to any Person, including, but not limited to, death, economic loss or any infringement of rights;
- b) any damage to or loss or destruction of property of any Person; or
- c) any obligation of any Person, including, but not limited to, any obligation arising from a loan, capital lease or other long-term obligation

in relation to this Agreement or the Project, except to the extent to which such actions, by claims, demands, losses, costs, damages, suits or other proceedings are caused by the negligence or breach of this Agreement by an officer, servant, employee or agent of New Brunswick or Canada in the performance or his or her duties.

## **19. COMMUNICATIONS**

- 19.1** No public announcement of an activity related to the Project shall be made by the Recipient without the prior written consent of New Brunswick.
- 19.2** The Parties shall comply with the communications guideline set out in Schedule C referred to as the Communications Protocol.

## **20. GENERAL**

### **20.1 SURVIVAL**

Any provision in this Agreement which imposes an obligation after the termination or expiration of this Agreement, shall survive the termination or expiration of this Agreement.

## **20.2 NO AGENCY, PARTNERSHIP, JOINT VENTURE, ETC.**

- a) No provision of this Agreement and no action by the Parties will establish or be deemed to establish a partnership, joint venture, principal-agent relationship or employer-employee relationship in any way or for any purpose whatsoever between New Brunswick and the Recipient or between New Brunswick and any third party.
- b) The Recipient will not represent itself, including in any agreement with a third party, as a partner, employee or agent of New Brunswick.

## **20.3 ACCOUNTING PRINCIPLES**

All accounting terms will have the meanings assigned to them, all calculations will be made and all financial data to be submitted will be prepared, in accordance with the public sector accounting standards in effect in Canada.

## **20.4 COUNTERPART SIGNATURE**

This Agreement may be signed in counterpart, and the signed copies will, when attached, constitute an original Agreement.

## **20.5 SEVERABILITY**

If for any reason a provision of this Agreement that is not a fundamental term of this Agreement between the Parties is found to be or becomes invalid or unenforceable, in whole or in part, and if both Parties agree, it will be deemed to be severable and will be deleted from this Agreement, but all the other terms and conditions of this Agreement will continue to be valid and enforceable.

## **20.6 AMENDMENTS**

This Agreement may be amended from time to time on written agreement of the Parties.

## **20.7 WAIVER**

A Party may waive any of its rights under this Agreement only in writing. Any tolerance or indulgence demonstrated by the Party will not constitute a waiver.

## **20.8 FORCE MAJEURE**

If any of the obligations within this Agreement is prevented, restricted or interfered with by reason of earthquake, fire, flood or other casualty or due to strikes, riot, storms, explosions, acts of God, war, terrorism, or a similar occurrence or condition beyond the reasonable control of the Parties, the Party so affected shall, upon giving prompt notice to the other Parties, be excused from such performance during such prevention, restriction or interference, and any failure or delay resulting therefrom shall not be considered a breach of this Agreement.

## **21. OTHER**

**21.1** New Brunswick and the Recipient acknowledge that the financial contribution by Canada under this Agreement and, in consideration of that contribution and notwithstanding that Canada is not a signatory to this Agreement, the Parties agree that the terms of this Agreement applicable to or with respect to Canada, are for her sole benefit.

**21.2** Nothing in this Agreement is to be construed as authorizing one Party to contract for or to incur any obligation on behalf of the other or to act as an agent for the other. Nothing in this Agreement is to be construed as authorizing the Recipient or any third Party to contract for or to incur any obligation on behalf of either Party or to act as an agent for either Party.

**21.3** If there is a conflict between this Agreement and the IBA Funding Agreement, the provisions of the IBA Funding Agreement will apply.

**21.4** The Recipient will ensure that no current or former public servant or public office holder to whom any post-employment, ethics and conflict of interest legislation, guidelines, codes or policies of Canada or New Brunswick applies will derive direct benefit from the Project's funding, unless the provision or receipt of such benefits is in compliance with such legislation, guidelines, policies or codes.

**21.5** This Agreement is subject to the provincial *Right to Information and Protection of Privacy Act* as well as the federal *Access to Information Act* and the *Privacy Act*.

**21.6** In the event of a breach of any of the terms and conditions of this Agreement by the Recipient, no further contributions shall be made by New Brunswick and all previous payments shall be returned to New Brunswick within thirty (30) days of written notification to that effect.

## **22. NOTICE**

Any notice provided under this Agreement may be delivered in person, sent by email, facsimile or mail, addressed to:

For New Brunswick:

Regional Development Corporation  
P.O. Box 6000  
Fredericton, NB E3B 5H1  
Phone: 506-453-2277  
Fax: 506-453-7988  
Email: [IBA-EBI@gnb.ca](mailto:IBA-EBI@gnb.ca)

or such other address, email or facsimile number, or addressed to such other person as New Brunswick may, from time to time, designated in writing to the Recipient; and

for the Recipient:

Tantramar  
4984 Main Street  
Dorchester, NB E4K 2Z1  
Phone: 506-364-4930  
Fax: 506-379-3033  
Email: [j.borne@sackville.com](mailto:j.borne@sackville.com)

Or such other address, email or facsimile number, or addressed to such other person as the Recipient may, from time to time, designate in writing to New Brunswick.

Such notice will be deemed to have been received, if sent by mail or email, when receipt is acknowledged by the other Party; by facsimile, when transmitted and receipt is confirmed; and in person, when delivered.

**23. COMPLIANCE WITH LAWS**

The Recipient will comply with all applicable laws, regulations, all requirements of regulatory bodies having jurisdiction over the subject matter of the Project and any common law obligations to consult with, and where appropriate, will engage in Aboriginal consultation and consider Aboriginal interests.

**24. GOVERNING LAW**

This Agreement is governed by the laws applicable in the Province of New Brunswick.

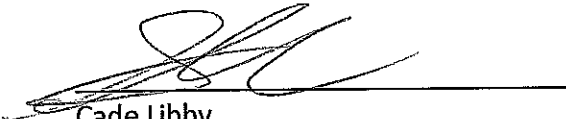
**25. SUCCESSORS AND ASSIGNS**

This Agreement is binding upon the Parties and their respective successors and assigns.

**SIGNATURES**

**REGIONAL DEVELOPMENT CORPORATION  
SOCIÉTÉ DE DÉVELOPPEMENT RÉGIONAL**

Original signed by:

  
Cade Libby  
President

July 12, 2023  
Date

**TANTRAMAR**

I/We hereby confirm that I/we have the authority to bind the Tantramar

Original signed by:

\_\_\_\_\_  
Mayor Andrew Black

\_\_\_\_\_  
Date

\_\_\_\_\_  
CAO Jennifer Borne

\_\_\_\_\_  
Date

## SCHEDULE A – PROJECT DESCRIPTION

**RECIPIENT:** Tantramar

**PROJECT NUMBER:** 15666

**PROJECT TITLE:** Tantramar – Lift Station Upgrades

### PROJECT DESCRIPTION:

The lift station upgrade project consists of the full replacement of the existing lift station which has reached the end of its life cycle with a high risk of failure.

The scope of work will include decommissioning of the existing lift station components, installation of prefabricated building, new wet well, new process mechanical piping, pumps, ventilation and electrical including SCADA programming, along with a new generator and associated sanitary connection work.

### ELIGIBLE PROJECT EXPENDITURES:

The Canada – New Brunswick Integrated Bilateral Agreement for the Investing in Canada Infrastructure Program shall contribute a financial incentive of 73.33% of the aforementioned eligible project expenditures of \$967,200 being an amount not exceeding \$709,280. Subject to this Agreement, the Recipient shall be responsible for contributing at least 26.67% of the Eligible Expenditures of the project implemented under this Agreement.

Expenditure overruns will not be considered as Eligible Expenditures and will be the responsibility of the Recipient. No contribution shall be made under the Canada – New Brunswick Integrated Bilateral Agreement for the Investing in Canada Infrastructure Program with respect to any expenditure incurred other than the eligible project expenditures.

### FINANCING OF PROJECT:

Funding Source	Fiscal Year 2023 - 2024 \$	Fiscal Year 2024 - 2025 \$	Total \$	Funding Percentage
Canada	260,000	126,880	386,880	40.00%
New Brunswick	216,645	105,755	322,400	33.33%
Recipient	173,355	84,565	257,920	26.67%
Total	650,000	317,200	967,200	100.00%

New Brunswick will reimburse 73.33% (40% Canada and 33.33% New Brunswick) of eligible costs on each claim submitted for reimbursement up to the total approved contributions.

**FEDERAL ENVIRONMENTAL AND/OR IMPACT ASSESSMENT REQUIREMENTS:** NO

**FEDERAL INDIGENOUS CONSULTATION REQUIREMENTS:** Yes – Not Met

**ADDITIONAL CONDITION:**

The Recipient will demonstrate to New Brunswick's satisfaction that all funding to complete the Project has been secured, prior to New Brunswick paying eligible costs.

The Project may not proceed with construction until Canada and New Brunswick can confirm that the obligations for environmental assessment, Aboriginal consultation and every additional condition have been met.

**FORCASTED CONSTRUCTION START DATE (YYYY/MM/DD): 2023/12/01**

**FORCASTED CONSTRUCTION END DATE (YYYY/MM/DD): 2025/03/31**

**PROJECT CATEGORY OUTCOMES/BENEFITS** that will need to be quantified:

- **Green: Environmental Quality:**

Increased capacity to treat and/or manage wastewater and/or storm water

Type of Wastewater Infrastructure:

**1. Linear wastewater assets**

- Length of assets receiving investment (in meters): **20**
- Physical condition of asset(s) before investment: **Very Poor**
- Physical condition of asset(s) at project conclusion: **Very Good**

**2. Wastewater Lift Stations**

- Number of assets receiving investment (in meters): **1**
- Physical condition of asset(s) before investment: **Very Poor**
- Physical condition of asset(s) at project conclusion: **Very Good**

## **SCHEDULE B – ELIGIBLE AND INELIGIBLE EXPENDITURES**

### **ELIGIBLE EXPENDITURES**

Eligible Expenditures will include the following:

- a) All costs considered by New Brunswick and Canada to be direct and necessary for the successful implementation of an eligible Project, excluding those explicitly identified in the Ineligible Expenditures section below, and which may include capital costs, design and planning, and costs related to meeting specific program requirements, including completing climate lens assessments and creating community employment benefit plans; and
- b) The incremental costs of employees of a Recipient may be included as Eligible Expenditures for a Project under the following conditions:
  - The Recipient is able to demonstrate that it is not economically feasible to tender a Contract; and
  - The arrangement is approved in advance and in writing by New Brunswick and Canada.

### **INELIGIBLE EXPENDITURES**

Ineligible expenditures will include the following:

- a) Costs incurred before Project approval date of 2023/06/13 and any and all expenditures related to contracts signed prior to Project approval, except for expenditures associated with completing climate lens assessments;
- b) Costs incurred for cancelled Projects;
- c) Costs of relocating entire communities;
- d) Land acquisition;
- e) Leasing land, buildings and other facilities; leasing equipment other than equipment directly related to the construction of the Project; real estate fees and related costs;
- f) Any overhead costs, including salaries and other employment benefits of any employees of the Recipient, any direct or indirect operating or administrative costs of Recipients, and more specifically any costs related to planning, engineering, architecture, supervision, management and other activities normally carried out by the Recipient's staff, except in accordance with Section b) of Eligible Expenditures;
- g) Financing charges, legal fees, and loan interest payments, including those related to easements (e.g. surveys);

- h) Any goods and services costs which are received through donations or in kind;
- i) Provincial sales tax, goods and services tax, or harmonized sales tax for which the Recipient is eligible for a rebate, and any other costs eligible for rebates;
- j) Costs associated with operating expenses and regularly scheduled maintenance work;
- k) Costs related to furnishing and non-fixed assets which are not essential for the operation of the Asset/Project; and
- l) All capital costs, including site preparation and construction costs, until New Brunswick and Canada has confirmed that environmental assessment and Aboriginal consultation obligations as required under Section 8 (Environmental Assessment and Licensing) and 9 (Aboriginal Consultation) have been met and continue to be met.

## **SCHEDULE C – COMMUNICATIONS PROTOCOL**

### **1. Purpose**

- a) This communications protocol outlines the roles and responsibilities of each of the Parties to this Agreement, as well as those of Canada, with respect to communication activities related to the Project.
- b) This communications protocol will guide the planning, development and implementation of all Communications Activities to ensure clear, consistent and coordinated communications to the Canadian public.
- c) The provisions of this communications protocol apply to all Communications Activities related to the Agreement and any Projects funded under the Agreement. Such Communications Activities may include, but are not limited to, public or media events, news releases, reports, web and social media products or postings, blogs, project signs, digital signs, publications, success stories and vignettes, photo compilations, videos, advertising campaigns, awareness campaigns, editorials, and multi-media products.

### **2. Guiding Principles**

- a) The Parties recognize the importance of managing the delivery of coherent Communications Activities based on the principle of transparent and open discussion and collaboration.
- b) Communications Activities undertaken in accordance with this communications protocol should ensure that Canadians are informed of infrastructure investments made to help improve their quality of life and that they receive consistent information about funded Projects and their benefits.
- c) The Communications Activities undertaken jointly by Canada, New Brunswick and the Recipient shall recognize the funding of all Parties to the Project.

### **3. Governance**

- a) The Oversight Committee shall be responsible for monitoring the implementation of this communications protocol.
- b) New Brunswick is responsible for communication the requirements and responsibilities outlined in this communications protocol to the Recipient and for ensuring their compliance.
- c) New Brunswick shall communicate to the Recipient any deficiencies and/or corrective actions identified by Canada or by the Oversight Committee.

### **4. Joint Communications**

- a) Canada, New Brunswick and the Recipient will have Joint Communications about the funding of the Project.

- b) Joint Communications under the Agreement should not occur without the prior knowledge and agreement of all Parties, where applicable.
- c) All Joint Communications material will be approved by Canada and New Brunswick prior to release, and will recognize the funding of all Parties.
- d) Each of the Parties may request Joint Communications to communicate to Canadians about the progress or completion of the Project. The requestor will provide at least 15 business days' notice to the other Parties. If the communications activity is an event, it will take place at a mutually agreed date and location.
- e) The requestor of the Joint Communications will provide an equal opportunity for the other Parties to participate and choose their own designated representative (in the case of an event).
- f) New Brunswick or the Recipient will be responsible for providing onsite communications and logistics support. Any related costs are eligible for cost-sharing in accordance with the formula outlined in the funding agreement.
- g) Canada and New Brunswick have an obligation to communicate in English and French. Joint Communications products must be bilingual and include the Canada and New Brunswick wordmark and other Parties' logos. Canada and New Brunswick will provide the translation and final approval on products.
- h) The conduct of all Joint Communications will follow the *Table of Precedence for Canada*.

## 5. Individual Communications

- a) Notwithstanding Section 4 of this communications protocol (Joint Communications), Canada and New Brunswick retain the right to meet its obligations to communicate information to Canadians about the Agreement and the use of funds through their own Communications Activities.
- b) Canada, New Brunswick and the Recipient may each include general program messaging and examples of projects funded through the Agreement in their own Communications Activities. The authoring Party will not unreasonably restrict the use of such products or messaging by the other Parties, and if web or social media based, from linking to it.
- c) Canada, New Brunswick or the Recipient may issue digital communications to communicate progress of the Project.
- d) Where a web site or web page is created to promote or communicate progress on a funded Project, it must recognize federal and provincial funding through the use of a digital sign or through the use of the Canada wordmark and the following wordings, "This project is funded in part by the Government of Canada". The Canada wordmark or digital sign must link to Infrastructure Canada's website, at [www.infrastructure.gc.ca](http://www.infrastructure.gc.ca). Canada will provide and publish guidelines for how this recognition is to appear. The Recipient will also recognize the funding of New Brunswick in a similar manner.
- e) The Recipient will be required to send a minimum of one photograph to each of the Parties of the construction in progress, or of the completed project, for use in social media and other digital individual Communications Activities. Sending the photos will constitute permission to use and transfer of copyright. Photographs are to be sent to [INFC.photos@canada.ca](mailto:INFC.photos@canada.ca) along with project name and location.

## **6. Operational Communications**

- a) The Recipient is solely responsible for operational communications with respect to Projects, including but not limited to: calls for tender, or construction and public safety notices. Operational communications as described above are not subject to the federal official language policy.
- b) Canada does not need to be informed on operational communications. However, such products should include, where appropriate, the following statement, "This project is funded in part by the Government of Canada". As appropriate, operational communications will also recognize the funding of New Brunswick in a similar manner.

## **7. Media Relations**

- a) Canada and New Brunswick will share information promptly with the other Party should significant media inquiries be received or emerging media or stakeholder issues arise to a Project or the overall fund.

## **8. Signage**

- a) Canada, New Brunswick or the Recipient may request a sign recognizing their funding contribution to the Project.
- b) Where a physical sign is to be installed, unless otherwise agreed upon by Canada, it will be the Recipient that will produce and install a joint physical sign that recognizes funding of each Party at each Project site in accordance with current federal signage guidelines.
- c) The joint sign design, content and installation guidelines will be provided by Canada.
- d) The recognition of funding contributions of each Party and the Recipient will be of equal prominence and visibility.
- e) Digital signage may also be used in addition or in place of a physical sign in cases where a physical sign would not be appropriate due to project type, scope, location or duration.
- f) Where the Recipient decides to install a permanent plaque or other suitable marker with respect to a Project, it must recognize the federal and provincial contributions and be approved by Canada and New Brunswick.
- g) The Recipient agrees to inform New Brunswick of sign installations through the Project progress reports referenced in Section 11 (Reporting) of this Agreement.
- h) Where a physical sign is being installed, signage should be installed at each Project site one (1) month prior to the start of construction, be visible for the duration of that Project, and remain in place until one (1) month after construction is completed and the infrastructure is fully operational or opened for public use.
- i) Signage should be installed in a prominent and visible location that takes into consideration pedestrian and traffic safety and visibility.

## **9. Advertising Campaigns**

- a) Recognizing that advertising can be an effective means of communicating with the public, Canada and New Brunswick may, at their own cost, organize an advertising or public information campaign related to the Agreement or eligible Project. However, such a campaign will respect the provisions of this Agreement. In the event of such a campaign, the sponsoring Party or Recipient will inform the other Parties of its intention no less than twenty-one (21) working days prior to the campaign launch.

**SCHEDULE D – DETAILED CLAIM FORM**



**Regional Development Corporation**  
 P.O. Box 6000, Fredericton, New Brunswick E3B 5H1

Claim No:	
Final Claim:	

**Integrated Bilateral Agreement for the Investing in Canada Infrastructure Program**

List all eligible project costs with invoices and cheque numbers on this form. Include a copy of each invoice and proof of payment. Failure to record and support each cost will cause a delay in processing.

**Project Number:** \_\_\_\_\_

**Project Name:** \_\_\_\_\_

Description of costs	Name of Supplier	Cheque No.	Cheque Amount	Invoice Total	HST
<b>Total</b>					
<b>Eligible &amp; supported costs (total-HST refund)</b>					

**% of HST refunded by Canada Revenue Agency**

71.43% - municipality  
  22.33% -  
  50% - non-profit organization  
  100% -  
  0% - none

**The undersigned hereby certifies that:**

a. the invoices above represent eligible project costs that have been paid in full and the work

b. no other public financial assistance has been received or is to be received for the part of the project against which this reimbursement is claimed.

Signature	Print Name	Date
Title	Company	Telephone

**For office use only**

Eligible & supported costs	<input type="text"/>	<b>Claim Reviewer</b>	<b>Date</b>
Less: previous advance	<input type="text"/>	<b>Project Officer</b>	<b>Date</b>
Add: current advance	<input type="text"/>	<b>Payment Authority</b>	
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<b>Vendor</b>	<b>Payment request</b>	<b>account</b>	<b>Claim Auditor</b>

## SCHEDULE E – PROGRESS REPORT

<b>Project Information</b>			
Project Title			
Project ID		PT Identifier	Reporting Period and Year
		For Office Use Only	<input type="checkbox"/> May <input type="checkbox"/> Nov
<b>Project Signage</b>			
Has Project Signage been installed?		<input type="checkbox"/> YES <input type="checkbox"/> NO If no, when will signage be installed?	
Resources: <a href="mailto:INFC.Signs-Panneaux.INFC@Canada.ca">INFC.Signs-Panneaux.INFC@Canada.ca</a>  <a href="#">Infrastructure Canada - Infrastructure Project Signage Guidelines - Introduction</a>			
<b>Project Finances</b>			
<b>Cashflow</b>			
Please estimate the total eligible costs incurred per fiscal year (April 1 to March 31)			
2018-19		2023-24	
2019-20		2024-25	
2020-21		2025-26	
2021-22		2026-27	
2022-23		2027-28	
<b>Total Project Costs</b>			
Updated Total Project Costs			
Where there any cost overruns?		<input type="checkbox"/> NO <input type="checkbox"/> YES If yes, please explain why	
<b>Project Schedule</b>			
<b>Progress Tracker</b>			
% Project Complete		<input type="checkbox"/> not started <input type="checkbox"/> up to 25% <input type="checkbox"/> 26-50% <input type="checkbox"/> 51-75% <input type="checkbox"/> 76-100%	

### Construction Dates (YYYY/MM/DD)

Forecasted dates should always be in the future, while actual construction dates should always be in the past.

Forecasted Construction Start Date	YYYY/MM/DD
Forecasted Construction End Date	YYYY/MM/DD
Actual Construction Start Date	YYYY/MM/DD (If applicable)
Please provide rationale if project is delayed by more than 3 months	Date outlined in application

### Outcomes and Indicators

Do the projected outcomes outlined in the Agreement remain the same for this project?	<input type="checkbox"/> YES <input type="checkbox"/> NO If no, provide an update on the outcomes, as well as any other relevant project information.
---	--

### Risks and Mitigation Strategies

Update the factors that have a reasonable likelihood of affecting the project.

#### Project Complexity

<input type="checkbox"/> Remote Geographical location <input type="checkbox"/> Unpredictable weather <input type="checkbox"/> Innovative Project/Technologies <input type="checkbox"/> Technical nature of the project <input type="checkbox"/> Interdependencies between phases <input type="checkbox"/> Other (describe) <input type="checkbox"/> <input type="checkbox"/> No risk identified	Briefly describe why this is a risk to the project and the mitigation measures.
---	---

#### Project Readiness

<input type="checkbox"/> Project site hasn't been finalized <input type="checkbox"/> Land hasn't been acquired <input type="checkbox"/> Potential issues with permits or authorizations (federal, provincial, territorial and municipal) <input type="checkbox"/> Industry supply may not be able to meet demand <input type="checkbox"/> Non-federal sources of funding are not secured for the entire project cost <input type="checkbox"/> Other (describe) <input type="checkbox"/> No risk identified	Briefly describe why this is a risk to the project and the mitigation measures.
--	---

## Public Sensitivity

- The project has received negative or national media attention
- Certain stakeholders have been vocal about the project
- Other (*describe*)
- No risk identified

Briefly describe why this is a risk to the project and the mitigation measures.

## Ultimate Recipient Risk

- The Ultimate Recipient does not have experience with this type of project
- The Ultimate Recipient has low capacity in one or more area: technical expertise, human resources, reporting, delivery of past projects, etc.
- Other (*describe*)
- No risk identified

Briefly describe why this is a risk to the project and the mitigation measures.

## Comments

Please provide any relevant additional comments

## Attestation

I attest that the information in this progress report has been reviewed and to the best of my knowledge:

1. The information is complete and accurate.
2. The project is being delivered in accordance with the program and project requirements set out within the Investing in Canada Infrastructure Program (ICIP) Integrated Bilateral Agreement (IBA).
3. All financial information is accurate and has been reviewed and updated in accordance with the terms of the ICIP Bilateral Agreement

Dated, this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

\_\_\_\_\_

Signature

**SCHEDULE (F.1) - DECLARATION OF SUBSTANTIAL COMPLETION**

Pursuant to the Agreement entered into between the Province, represented by the Minister responsible for the Regional Development Corporation, and Tantramar, I \_\_\_\_\_, a licensed professional or an acceptable equivalent approved by the Province including the President or legal head of the Ultimate Recipient, do solemnly declare as follows:

1. That I am the \_\_\_\_\_ (title, organization), and as such have knowledge of the matters set forth in this affidavit;
  
2. That the work identified as Project #15666 as described in Schedule A in the above- mentioned Agreement has been substantially completed on the \_\_\_\_ day of \_\_\_\_\_ 20\_\_.
  
3. That the work:
  - a. Was carried out by \_\_\_\_\_ (the prime contractor). Between the dates of \_\_\_\_\_ (start date) and \_\_\_\_\_ (completion date);
  - b. Was supervised and inspected by qualified staff;
  - c. Conforms with the plans, specifications and other documentation for the work; and
  - d. Conforms with applicable environmental legislation, and appropriate mitigation measures have been implemented.

Declared at \_\_\_\_\_ (City), in the Province of New Brunswick this day of \_\_\_\_\_ (date).

\_\_\_\_\_  
Signature

**SCHEDULE (F.2) – FINAL PROGRESS REPORT**

<b>Project Information</b>			
<b>Project Title</b>			
<b>Project ID#</b>	<b>PT Identifier</b>	<b>Reporting Period and Year</b>	
	For Office Use Only		
<b>Project Finances</b>			
<b>Total Eligible Costs</b>			
Updated Estimated Total Eligible Costs	\$		
<b>Cash Flow</b>			
Please provide the total eligible costs incurred per fiscal year (April 1 to March 31)			
2018-19		2023-24	
2019-20		2024-25	
2020-21		2025-26	
2021-22		2026-27	
2022-23		2027-28	
<b>Project Schedule</b>			
<b>Substantial Completion</b>			
Substantial completion means that the project can be used for the purpose for which it was intended. If the project is substantially completed, this will be the final progress report for the project.			
Has the project been substantially completed? (i.e. Is this the final progress report)	<input type="checkbox"/> YES <input type="checkbox"/> NO		
<b>Construction Dates (YYYY/MM/DD)</b>			
Please update the construction dates below. The actual end date corresponds to the substantial completion date.			
<b>Actual Start Date</b>		<b>Actual End Date</b>	

## Outcomes and Indicators

Provide any necessary update to outcomes and indicators. See project application forms for full list of outcomes and indicators.

Please confirm that all applicable data has been provided.	<input type="checkbox"/> YES <input type="checkbox"/> NO If no, please provide a response
Please confirm that the provided results are the actual results for your project.	<input type="checkbox"/> YES <input type="checkbox"/> NO
If any of the outcomes or indicators have changed, please provide an explanation about what has changed and why	

## Community Employment Benefit (if applicable)

Are Community Employment Benefits being reported for this project?	<input type="checkbox"/> YES or <input type="checkbox"/> NO If no, provide explanation:	
If yes, which specific groups were targeted for employment opportunities on this project? Select at least three.  <i>Provide results for the % of total project hours each target group worked.</i>	<b>% of total hours worked</b>	
Apprentices	%	
Indigenous peoples	%	
Women	%	
Persons with disabilities	%	
Veterans	%	
Youth	%	
New Canadians	%	
<b>Which types of enterprises did you target?</b> <i>Provide results for value of contracts for the selected types of enterprises</i>	<b>Total value of contract</b>	
Small enterprise	\$	
Medium enterprise	\$	
Social enterprise	\$	

## Comments

Please provide any relevant additional comment

## Attestation

I attest that the information in this progress report has been reviewed and to the best of my knowledge:

1. The information is complete and accurate.
2. The project has been delivered in accordance with the program and project requirements set out within the Investing in Canada Infrastructure Program (ICIP) Integrated Bilateral Agreement (IBA).
3. All financial information is accurate and has been reviewed and updated in accordance with the terms of the ICIP IBA.

Dated, this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

\_\_\_\_\_  
Signature

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Supplier / Employee number

Please send the completed form to the **Regional Development Corporation, P.O. Box 6000, Fredericton, NB E3B 5H1**, or email to [RDC-SDR@gnb.ca](mailto:RDC-SDR@gnb.ca) or fax a copy to **(506) 453-7988**. For questions, contact us at **(506) 453-2277**.

**All fields must be completed.**

<b>Name / Operating Name</b>	
<b>Legal or Corporate Name</b>	
<b>Address</b>	
<b>Contact Name</b>	
<b>Phone Number</b>	
<b>Email Address</b>	

**\*\*\*IMPORTANT\*\*\***

Please attach a "Void" cheque or cheque specimen to this form in order for us to verify your banking information.

I/We hereby authorize the Regional Development Corporation (RDC) to credit this account with any payments due from RDC until appropriate authority is received to indicate otherwise.

**The form must be signed.** Please note, for municipalities or non-profit organizations two authorized signatures are required.

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

**Definitions:**

- **Name / Operating Name:** Record your individual/Agency/Company/Business operating name (the name on your invoices or cheques).
- **Legal or Corporate Name:** Record your Agency/Company/Business legal or Corporate name if different than above.
- **Address:** Record your full mailing address.
- **Email Address:** Email address where remittance notices will be sent.

**Regional Development Corporation use only**

Set up	Review	Date

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N° du fournisseur ou de l'employé

**Veillez envoyer le formulaire dûment rempli à la Société de développement régional, Case postale 6000, Fredericton (N.-B.) E3B 5H1 ou par courriel à [RDC-SDR@gnb.ca](mailto:RDC-SDR@gnb.ca) ou par télécopieur au (506) 453-7988. Si vous avez des questions, composez le (506) 453-2277.**

**Tous les champs doivent être remplis.**

Nom / Nom commercial	
Raison sociale ou nom légal	
Adresse	
Nom de la personne- ressource	
Numéro de téléphone	
Adresse courriel	

**Définitions :**

- Nom / Nom commercial : Inscrivez votre nom ou le nom commercial de votre organisme, compagnie ou entreprise (le nom sur vos factures ou chèques).
- Raison sociale ou nom légal : Si le nom ci-dessus diffère de la raison sociale ou du nom légal de votre organisme, compagnie ou entreprise, veuillez inscrire la raison sociale ou le nom légal.
- Adresse : Indiquez votre adresse postale complète.
- Adresse courriel : L'adresse courriel pour l'envoi des avis de versements.

*Réservé à la Société de développement régional*

Création			
		Révision	
		Date	
			Date

**\*\*\*IMPORTANT\*\*\***

Veillez annexer au présent formulaire un chèque annulé ou un spécimen de chèque afin que nous puissions vérifier vos renseignements bancaires.

Par la présente, j'autorise (nous autorisons) la Société de développement régional (SDR) à porter au crédit de ce compte tout paiement dû par la SDR jusqu'à ce qu'un nouvel avis indiquant le contraire soit reçu d'une autorité appropriée.

Le formulaire doit être signé. Veuillez noter que pour les municipalités ou les organismes sans but lucratif deux signatures autorisées sont requises.

Signature \_\_\_\_\_ Signature \_\_\_\_\_

Titre \_\_\_\_\_ Titre \_\_\_\_\_

Date \_\_\_\_\_ Date \_\_\_\_\_

**Synopsis:** Lorne Street Stormwater Mitigation Phase III – Retention Pond and Culvert Crossings – Wetland Compensation

**Date:** August 3, 2023

**Department:** Engineering and Public Works

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## DESCRIPTION

Construction of Retention Pond 3 and the associated drainage channels will disturb existing lands defined as wetlands. While the retention pond will be reinstated as wetland, there is a reduction in wetland and a requirement for there to be compensation for 6.34 ha of wetlands.

DUC is willing to undertake the ownership and responsibility for wetland compensation. The cost is \$206,050 (\$32,500/hectare). DUC would be responsible to implement the wetland compensation, identify land(s) and implement project(s), ensuring it's success, five years of monitoring/reporting to NBDELG and 30+ years of management and maintenance.

Upon execution of a professional services agreement, DUC would issue a letter of intent to NBDELG, which would allow NBDELG to issue the WAWA permit. The WAWA permit is required to allow the work in the retention pond 3 area to proceed in September 2023.

The wetland compensation has not been budgeted for. DUC is willing to have Tantramar include the \$206,050 in the 2024 budget and make payment in 2024. Staff will continue to investigate funding options prior to reviewing the 2024 budget item.

## PROPOSED MOTION

That Council approves entering into a professional services agreement with Ducks Unlimited Canada at a cost of \$206,050.

**To:** Mayor and Council

**Submitted by:** Jon Eppell, Director of Engineering and Public Works

**Date:** August 3, 2023

**Subject:** Lorne Street Stormwater Mitigation Phase III – Retention Pond and Culvert Crossings – Wetland Compensation

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## PROPOSAL

Present requirements for wetland compensation due to disturbance and loss of wetlands.

## BACKGROUND

A multi-phase cost shared project was launched to address flooding of Lorne Street. Projects to date have included reconstruction of Lorne Street, construction of the retention pond to the east of Lorne Street, Pickard Quarry dyke/control structure, and retention pond east of Charles Street (ongoing).

Improvement of AB-01 remains to be done by NB Department of Transportation and Infrastructure to lower the outlet and improve the aboiteau, just north of the Crescent Street lagoons.

## DISCUSSION

Construction of Retention Pond 3 and the associated drainage channels will disturb existing lands defined as wetlands. While the retention pond will be reinstated as wetland, there is a reduction in wetland and a requirement for there to be compensation for 6.34 ha of wetlands.

Phase II included establishment of Retention Pond 2 as wetland and enhancing some existing wetland north of St. James Street. 2.765 ha of wetland compensation was required for Phase II. It is estimated that 3 ha of wetlands have been established (final determination to be made in 2024, five years after construction). The net result, after factoring in the 2018 wetland compensation ratio of 2:1, is expected to be an unused credit of about 0.1 ha.

Since Phase II was completed, NB Department of Environment and Local Government (NBDELG) has changed the wetland compensation ratios resulting in higher compensation requirements for Phase III.

Phase III is expected to alter 4.47 ha of existing wetland with 2.6 ha converted into naturalized stormwater retention pond/wetland complex. 6.34 ha of wetland compensation is required.

Many options were considered to mitigate the level of compensation. Two primary options under consideration are, see below. Each has a cost and advantages/disadvantages. Options for mitigation were reviewed with Ducks Unlimited Canada (DUC). It has been concluded that engaging DUC would be less costly than Tantramar creating wetland habitat and keep the Retention Pond 3 project on schedule.

1. Engage DUC to take ownership and responsibility for wetland compensation
2. Creation, enhancement or expansion of wetland habitat by Tantramar.

DUC is willing to undertake the ownership and responsibility for wetland compensation. The cost is \$32,500/hectare (net HST), which is a standard rate. It includes provision of the lands, development of the project, construction, monitoring and reporting to NBDELG.

The watercourse and wetland alteration (WAWA) permit for Retention Pond 3 will be issued once a wetland compensation plan has been approved by NBDELG. The compensation plan requires Tantramar

to identify how the disturbed wetland will be compensated. Should Tantramar engage DUC then a professional service agreement would have to be executed with them. DUC would write a letter of intent to NBDELG confirming that DUC will assume responsibility to implement the wetland compensation, identify land(s) and implement project(s), ensuring it's success, five years of monitoring/reporting to NBDELG and 30+ years of management and maintenance.

**LEGISLATION/POLICY**

N/A

**FINANCIAL CONSIDERATIONS**

The project is funded by IBA. A request was made for additional funding, but a response has not been received yet. It is understood that IBA funding has been allocated and funding levels will not be increased.

The cost to have DUC assume responsibility for the wetland compensation is \$206,050. This is an unbudgeted item and as such DUC is willing to allow Tantramar to budget and pay for this in the next fiscal period.

**CLIMATE CHANGE IMPLICATIONS**

N/A

**COMMUNICATIONS/PUBLIC ENGAGEMENT**

N/A

**COMMUNITY IMPACT**

N/A

**CLIMATE LENS**

Climate Lens	Towards	Away	No change
Emissions reduction			x
Stormwater management	x		
Thriving natural assets		x	
Sustainable processes			x
Climate change adaptation	x		
Climate leadership			x

**OPTIONS**

N/A

**RECOMMENDATION**

It is recommended that Tantramar enter a professional services agreement with Ducks Unlimited Canada at a cost of \$206,050 for DUC to assume responsibility for wetland compensation for Phase III.

**ATTACHMENTS**

Englobe July 27, 2023 memo re: Lorne St. Stormwater Mitigation Ph III – Wetland Compensation Options. Ducks Unlimited Canada professional services agreement (draft).



July 27 , 2023

## **Tantramar**

31C Main Street  
Tantramar, NB E4L 1G6  
Attention: Jon Eppell, P. Eng

**Subject: Lorne Street Stormwater Mitigation Phase III**  
Wetland Compensation Options  
Client reference: TOS-2022-09  
Englobe reference: 2202366

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Mr. Eppell:

Due to the construction of retention pond #3 within a wetland, it has been determined by the NBDELG that Tantramar must compensate for 6.34 ha of disturbed Wetland. With the assistance from Ducks Unlimited Canada (DUC), Englobe Corp., recently developed a couple of Wetland Compensation Options for the Town to consider achieving the required compensation. Here is a brief explanation of the options Tantramar has to meet the Wetland Compensation requirements.

### **Option 1:**

This option would primarily be a monetary payment to DUC. The cost to compensate for 1 ha of affected wetland is \$32,500. This would result in the payment being a total of \$206,050. Tantramar would have until end of summer of 2025 (2 years) to make this payment.

Land Donation was also an option that was considered to be part of the Wetland Compensation package, however after DUC evaluated the land, the available properties did not meet the guidelines that would be required for the land to eligible for Wetland Credits.

### **Option 2:**

This option includes the creation, enhancement, or expansion of wetland habitat by Tantramar. The biggest issue with this option is the financial and time commitment to ensure the compensation is achieved.

#### **CREATION OF WETLAND**

Tantramar would need to hire a contractor to construct an approved habitat on land where a wetland does not currently exist. This is will only be credited by NBDELG at a 2:1 ratio. Meaning a total of 12.68 ha of land would be required. The cost to pay a contractor to develop this will far exceed the payment in Option 1. Additionally, the monitoring requirements for this option would last a minimum 5 years which would add more time and money to this option.

## ENHANCEMENT OF WETLAND

This option would involve Tantramar hiring a contractor to improve upon an existing wetland. This option would be subject to environmental studies that may result in requiring Tantramar to purchase land. The enhancement plan would require approval from NBDELG and would also require a monitoring plan that would be a minimum 5 years long. The range of the compensation ratio for this would be 3:1 to 5:1 depending on the enhancement plan.

## EXPANSION OF WETLAND

This method would involve creating a wetland habitat adjacent to an existing wetland. This would require a lot of suitable land that Tantramar may have to purchase. This would also require environmental studies and a 5-year monitoring plan. Depending on the plan to expand a wetland the ratio for compensation may range from 2:1 to 5:1.

## Summary:

Option 1 could be agreed to without any money being paid until next year. If the NBDELG approves either of these options, a letter of intent would be signed by DUC and Tantramar, allowing the continuation of the project.

Option 2 - These methods will cost Tantramar more money while significantly delaying the project while plans are designed, and studies are performed.

DUC has agreed to prepare and present whatever option Tantramar decides to pursue to the NBDELG. This should help expedite the process of getting approval to complete the Lorne Street Stormwater Mitigation project.

We trust the enclosed is to your satisfaction. If, however, additional information should be required, please don't hesitate to communicate with us.

Yours very truly,

**Englobe Corp.**



Andy Caldwell P.Tech  
Project Manager

C.C.: Pierre Plourde, P.Eng., Service Director, Municipal Engineering - Englobe



**CONSERVATION PRO**  
A PROUD DIVISION OF DUCKS UNLIMITED CANADA

**THIS AGREEMENT** made in duplicate as of the 2<sup>nd</sup> day of August 2023.

**BETWEEN:** **Tantramar**

(Hereinafter referred to as "Proponent")

-AND-

**DUCKS UNLIMITED CANADA**, a corporation having its  
Head Office at Oak Hammock Marsh, in the province of Manitoba

(Hereinafter referred to as "DUC")

**WHEREAS** DUC on the 2<sup>nd</sup> day of August 2023 made a proposal to PROPONENT to perform certain work and provide certain services required to provide a site(s) for a wetland restoration project segment(s) ("Project Segments") as approved by the New Brunswick Wetland Compensation Technical Review Committee through a letter of determination, hereinafter referred to in total as "the Project".

In this case the Project is wetland compensation services associated with NB EIA Registration #4561-3-1476, WAWA application # 68831'23 requiring 63,400m<sup>2</sup> of wetland compensation.

**AND WHEREAS** PROPONENT has accepted said proposal and wishes DUC to perform the work and provide the services referred to therein;

**The parties in further consideration of the terms, covenants and obligations contained herein agree as follows:**

#### **I. SCOPE OF WORK AND SERVICES**

- i. DUC shall, with diligence and in accordance with generally accepted professional standards and practices, execute the following work within the time herein limited:

Provide the necessary equipment, material, staff, and labour to identify, design, plan, execute, monitor, and maintain the Project as more particularly described in the

proposal, attached hereto as Schedule “A”, at the place and in the manner therein set out.

## **II. TERMS, METHOD, AND TIME OF PAYMENT**

- i. Unless otherwise stated, all prices quoted herein are exclusive of applicable taxes but inclusive of all expenses, disbursements, duties, and charges.
- ii. DUC will provide the necessary equipment, materials, staff, and labour to deliver and monitor the Project.
  - a. PROPONENT will pay DUC the funds necessary to cover the costs associated with the Project at a rate of thirty-two thousand five hundred dollars (\$32,500) per hectare of restored wetland. Payment will be based on the total hectares of wetland restoration required by New Brunswick Department of Environment and identified in a “Letter of Determination”. The Proponent shall pay DUC according to the payment schedule attached as Schedule “B”.
- iii. Prior to the release of any funding, details will be forwarded to PROPONENT by DUC identifying all potential Project Segments specifications and estimated costs.
- iv. The payments described include all costs for future management and maintenance of the completed Project Segments as described in Schedule “A”.
- v. This agreement commences on the day of execution and shall terminate on March 31, 2026. The agreement may be renewed upon mutual consent of both parties.

## **III. COMPLIANCE WITH LAWS**

The rights and obligations of the parties under the agreement shall be governed by the laws in force in the Province of New Brunswick and the laws of Canada in force therein.

DUC shall give all the notices and obtain all the licenses and permits required to perform the Project. DUC shall comply with all the laws applicable to the work or the performance of the agreement.

## **IV. ASSIGNMENT**

This agreement shall not be assigned by either party hereto without the prior written approval of the other, except that DUC may utilize in the performance of this agreement, without the prior approval of PROPONENT, personnel or services or related and affiliated companies and

groups as if they were an integral part of DUC with notice to PROPONENT.

## **V. INDEMNITY**

DUC will indemnify and save harmless PROPONENT from and against all claims, demands, losses, damages, costs and expenses made against or suffered or sustained by PROPONENT at any time or times (either before or after the expiration or sooner termination of this contract) where the same or any of them are based upon or arise out of or from anything done or omitted to be done by DUC or by any servant, employee, officer, director or permitted sub-contractor of DUC up to the maximum value of this agreement.

## **VI. CONFIDENTIALITY**

- i. DUC shall not at any time, except where required by law, divulge any matters relating to the business of PROPONENT which may become known to it by reason of its services under this agreement, or otherwise. Furthermore, DUC shall not use at any time (whether during the continuance of this agreement or after its termination) for its own benefit or purposes or for the benefit or purposes of any other person, firm, corporation, association or other business entity, any trade secrets, business development programs or plans belonging to or relating to the affairs of PROPONENT.
- ii. PROPONENT, without violating any laws in the province of New Brunswick, shall not make public proprietary information including documents, trade secrets or other such documentation without prior written consent of DUC.

## **VII. DUC'S LIABILITY**

- i. DUC shall indemnify PROPONENT from and against any loss arising from claims against PROPONENT for personal injury or property damage caused by the fault or negligence of DUC, its employees or agents in the performance or non-performance of any of their obligations under the terms of this agreement.
- ii. Without limiting the generality of the foregoing, DUC shall also be liable and shall indemnify PROPONENT for any loss suffered by PROPONENT as a result of the commission of any dishonest or fraudulent act by any of DUC's employees or agents during the currency of this agreement or at any time after the termination of it.
- iii. Notwithstanding anything to the contrary herein contained, DUC shall not be liable for any loss suffered by PROPONENT arising from or connected with the use or application of

any services provided by DUC under this agreement for purposes other than those for which the services were designed in accordance with this agreement.

- iv. The Proponent agrees, to the fullest extent permitted by law, to limit the liability of DUC to the Proponent for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, arising out of this agreement, so that total aggregate liability of DUC to the Proponent shall not exceed DUC's total fee for services rendered on this project. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

### **VIII. FORCE MAJEURE**

Neither party hereto shall be considered in default in the performance of this obligation hereunder to the extent that the performance of such obligations is delayed, hindered, or prevented by force majeure. Force majeure shall be any cause beyond the control of any one or both of the parties hereto which they could not reasonably have foreseen and guarded against. Force majeure includes, but is not limited to, acts of God, strikes, lockouts, fires, riots, incendiarism, interference by civil or military authorities, compliance with regulations or orders of any government authority, and acts of war (declared or undeclared) provided such cause could not reasonably have been foreseen and guarded against by the parties hereto.

### **IX. INSURANCE**

- i. DUC shall at its own expense procure and maintain liability insurance in accordance with the following requirements:
  - a. A limit of not less than \$2,000,000.00 per policy, per occurrence;
  - b. Comprehensive General Liability including Employers Liability and Liability for work performed by sub-contractors;
  - c. Automobile Liability on all vehicles whether owned or not by DUC and used in furtherance of this agreement;
  - d. All policies to include a Cross Liability clause; and
  - e. Worker's Compensation coverage on all DUC's employees

### **X. TERMINATION**

PROPONENT shall have the right at any time to terminate, with or without cause, the services of DUC and to cancel this agreement by giving DUC fourteen (14) days prior written notice of termination. In the event of termination of this agreement PROPONENT shall reimburse DUC for all reimbursable costs, approved in advance by the Proponent as a result of the termination of the Project, provided however, that DUC shall not have the right to include as a cost of termination any profit or earnings that may have been realized by DUC had the Project not

been terminated.

#### **XI. INDEPENDENT CONTRACTOR**

It is understood, covenanted, and agreed by and between the parties hereto that the relationship between PROPONENT and DUC existing and to exist from and after the execution of this agreement and at all times during the term of same, is that of an independent contractor.

#### **XII. EXECUTION AND COUNTERPART**

This agreement may be executed in one or more counterparts, each of which when so executed and all of which together shall constitute the same agreement.

#### **XIII. NOTICES**

All notices and reports provided for in this agreement shall be in writing and delivered to the parties at the following address unless changed by written instrument.

To: Ducks Unlimited Canada  
64 Hwy 6 PO Box 430  
Amherst, NS  
B4H 3Z5

Attention: Mr. Adam Campbell

And To: Tantramar  
101 Crescent Street  
PO Box 6191  
Sackville NB E4L 1G6

Attention : Mr. Jon Epell

Such notices, reports and payments shall be effective when they are actually delivered.

#### **XIV. TIME**

Time shall be of the essence hereof.

**XV. INCORPORATION**

The preamble hereto is incorporated into and forms part of this agreement.

THIS AGREEMENT and everything contained herein shall be binding upon and inure to the benefit of the parties hereto and their respective executors, administrators, successors and assigns.

IN WITNESS WHEREOF the parties have executed and delivered this agreement on the day and year first above written.

**SIGNED AND DELIVERED**

\_\_\_\_\_  
**Andrew Black**  
Mayor, Tantramar

\_\_\_\_\_  
**Donna Beal**  
Clerk, Tantramar

\_\_\_\_\_  
**Witness**

\_\_\_\_\_  
**Adam Campbell**  
Manager Atlantic Operations  
Ducks Unlimited Canada

## **SCHEDULE "A"**

**This is Schedule "A" referred to in the attached agreement between the PROPONENT and Ducks Unlimited Canada, dated the 2<sup>nd</sup> day of August 2023.**

### **1. SCOPE OF THE PROJECT**

Ducks Unlimited Canada shall:

1. Identify suitable site(s) for wetland compensation Project Segments and provide completed sketch plans and design details for each location. Suitable sites will be those approved by the New Brunswick Wetland Compensation Technical Review Committee.
2. Obtain all necessary provincial and federal regulatory approvals prior to any work commencing on the identified Project Segments.
3. Provide construction supervision for the delivery of the Project Segments, including maintenance of appropriate records such as monthly progress updates, photos, and invoices.
4. Complete the construction of the identified hectares of wetland restoration Project Segments once full payment is made. PROPONENT shall be notified, in writing, upon completion of the Project.
5. In consultation with New Brunswick Department of Environment, conduct Project Segments assessment visits and provide a report to New Brunswick Department of Environment.
6. Provide future management and maintenance for the completed Project Segments for a period of 30 years commencing on April 1<sup>st</sup> of the year following Project completion.
7. Notify New Brunswick Department of Environment upon project completion.

## **SCHEDULE "B"**

**This is Schedule "B" referred to in the attached agreement between the PROPONENT and Ducks Unlimited Canada, dated the 2<sup>nd</sup> day of August 2023.**

The Proponent shall make the following payments to Ducks Unlimited Canada on or before the following dates below:

\*dates and amounts to be discussed and agreed upon before the final draft of this document

DRAFT

# TANTRAMAR

31C Main Street, Sackville NB E4L 1G6

Phone (506) 364-4930

Fax (506) 364-4976

Reference No. 2023-037

August 9, 2023

CLIMAtlantic

ATT: Sabine Dietz

**Re: Stakeholder Meeting**

On behalf of the Municipality of Tantramar, I am writing in support of the efforts of CLIMAtlantic to schedule of meeting of professionals at a stakeholder meeting to hear and receive information regarding the Chignecto Isthmus.

Tantramar fully supports CLIMAtlantic efforts to schedule a meeting to ensure all information being shared is consistent and accurate throughout all interested parties. The Chignecto Isthmus is an urgent issue that needs to be moved on as swiftly and effectively as possible. A meeting such as the one being proposed by CLIMAtlantic is a necessary piece to move forward.

Please feel free to reach out if you have any questions.

Sincerely,

Andrew Black  
Mayor of Tantramar

Cc: Tantramar Council  
Jennifer Borne, Chief Administrative Officer  
Megan Mitton, MLA  
Mayor David Kogon, Town of Amherst



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## Public Hearing Summary Report

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**Subject:** Amendment to the Zoning By-law to permit drive thru restaurants and additional development regulations in the Highway Commercial Zone.

**Meeting Date:** July 25, 2023

**From:** Lori Bickford, RPP MCIP

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The *Community Planning Act* requires that Council hold a Public Hearing before enacting an amendment to the Zoning By-law.

The request presented consists of:

*A Text amendment to the Zoning By-law* to add a definition of drive thru restaurants, list it as a permitted use in the Highway Commercial Zone, incorporate design standards for drive thrus, and impose traffic studies in the zone.

The *Community Planning Act* requires public notification to offer the opportunity for the public to submit written comments and/or speak for or against amendments at a public hearing. The public notice was placed on the Town's website on June 27<sup>th</sup>, 2023 and on the Plan 360 website on June 23<sup>rd</sup>, 2023 notifying the public of the Public Hearing and requesting written comments.

Town Staff also included notification in the Town's newsletter, posted on the social media pages and included notification on the Civic Centre's sign board.

The Public Hearing occurred during the Committee of the Whole meeting where a presentation providing an overview of the proposed text amendment was made.

No written submissions were received.

During the Public Hearing no members of the public were in attendance. Members of the media Bruce Wark and Erica Butler both identified they were not speaking for or against the amendment but did seek clarification on the public hearing report and proposed by-law amendment.

### **Comments Received Post-Public Hearing**

1 written comment was received following the Public Hearing from Sabine Dietz (see attached).

## **Next Steps**

Council will be presented with readings of the By-laws. All amendments to the Zoning By-law and Rezoning require 3 successful readings before they can be enacted.

**From:** [Sabine Dietz](#)  
**To:** [a.black@sackville.com](mailto:a.black@sackville.com) >> [Andrew Black](#)  
**Cc:** [Lori Bickford](#); [erica butler](#)  
**Subject:** drive-thrus in Sackville  
**Date:** July 28, 2023 10:09:31 AM

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**ATTENTION! External email / courriel externe**

Mayor Black;

It is with dismay that I read CHMA's story about the "public consultation" around a proposed by-law change regarding drive-thrus in Sackville.

I think the last public consultation on a by-law change a few weeks ago likely had something to do with the absolute lack of input from residents: it felt rather chilling to see the lack of discussion, and the way presenters were discouraged. No wonder we don't feel it's worth our time to provide any comment, since there are no real consultations happening.

As for the drive-thrus: there remain to be tons of arguments for and against them. And in this case, as with other zoning and by-law changes, it is not just "we will manage traffic", that council should base their decision on. Council should be encouraged and indeed required to take a more holistic approach and consider all the interconnected issues around such a change. I am going to list just a few:

- people not getting out the car, not moving = increased health issues such as obesity
- idling = greenhouse gas emissions (one could manage that)
- use of space (one could argue asphalt parking is as bad)
- what do we want our community to look and feel like: a community known for its highway fast-food places?
- increased traffic (e.g., on 540) = active transportation becomes harder to implement broadly

There are more, I am sure, but it takes a conversation and engagement to get them all out in the open and to weigh them. And they all form part of what council should consider, not just the narrow framing of managing traffic, and supporting businesses.

I think both a zoning by-law which was changed to permit building in a flood zone (as any risk manager would identify it, especially after seeing the 300+ mm of rainfall in certain locations in NS), as well as allowing more drive-thrus, are significant changes to how we, as residents, see our community develop; what kinds of risks we are willing to take; and what kinds of priorities we see for the future. These conversations should not happen under pressure from developers. They should be part of a comprehensive engagement around a new municipal plan, which needs to give residents an opportunity to reflect on what we want to see happen in the community.

And just to go on record, so you have at least one response to the proposed by-law change: without a comprehensive engagement around a new strategy for our community through a municipal planning process, I oppose making this significant by-law change.

Regards,  
Sabine

--

Sabine Dietz (*she, her, elle*)

Sackville NB

*Located in Mi'kma'ki, the traditional territory of the Mi'kmaq people*



Town of Tantramar  
Attention: Donna Beal, Clerk  
PO Box 6191  
31C Main Street

July 27, 2023

23-0473

**RE: Application to amend the Highway Commercial Zone to permit drive thru restaurants and additional development regulations.**

Dear Mayor and Council,

As requested under Section 110 of the *Community Planning Act*, this letter is an official notice of the written views provided at the Southeast Planning Review and Adjustment Committee meeting on July 27, 2023, with respect to proposed by-law 244-P:

MOTION:

“It was moved by Committee Member Edgar Leblanc and seconded by Committee Member Stanley Dixon that the Southeast Planning Review and Adjustment Committee RECOMMENDS to Tantramar Council By-law amendment 244-P, an amendment to the Town of Sackville Zoning By-law 244 which proposes to permit drive thru restaurants in the Highway Commercial zone with regulations.”

**MOTION CARRIED UNANIMOUSLY**

Please do not hesitate to contact me if you have any questions.

Sincerely,

Lori Bickford, RPP, MCIP  
Planning Manager/Planner, Plan360

**BY-LAW NO. 244-P**  
**A BY-LAW TO AMEND BY-LAW NO. 244**  
**TOWN OF SACKVILLE ZONING BY-LAW**

The Council of Tantramar under the authority vested in it by Section 53 and in accordance with Section 59 of the *Community Planning Act*, SNB 2017, c.19 amends By-law No. 244, the Town of Sackville Zoning By-law and enacts as follows:

1. By-law No 244 is amended by ADDING the definition of DRIVE THRU RESTAURANT to Section 1.1 Definitions of Part1: Title and Definitions as follows:

“DRIVE THRU RESTAURANT, means an access route adjacent to an establishment that is designed for vehicles to travel and enable customers to order and obtain food and/or beverage services while in their vehicle.”

2. By-law No 244 is further amended by ADDING to Part 6: Highway Commercial Zone: HC, 6.1 Uses a) Permitted uses, the following:

“xi) Drive Thru Restaurant”

3. By-law No 244 is further amended by ADDING to Part 6: Highway Commercial Zone: HC, 6.1 Uses, as follows:

“e) Any drive thru restaurant shall incorporate the following design standards:

- i) Businesses providing drive thru services shall provide the minimum stacking for vehicle queuing on the property of the establishment as follows:
  - a. Eleven (11) inbound queuing spaces for vehicles approaching the order board
  - b. Two (2) outbound queuing spaces on the exit side of the pick-up window;
- ii) Queuing spaces shall be a minimum of 6.5 metres in length and 3 metres in width.
- iii) Queuing lanes shall be clearly defined by raised curbs, landscaping or other traffic devices to ensure traffic separation between drive thru lanes and general on site traffic areas such as but not limited to parking lots, laneways and accesses.
- iv) Queuing lane exits shall ensure clear visibility for vehicles exiting the site
- v) When the entrance to the main building requires crossing of the queuing lane by pedestrians, a pedestrian crossing that is distinguished from the queuing lane by either a change in paving materials, colour, texture or height must be provided.
- vi) A queuing/traffic study shall be required where:
  - a. The expected number of drive-thru vehicle trips will exceed 40 vehicles per hour during peak hour periods, or
  - b. Less than the minimum required queuing spaces are provided.

4. Further, By-law No 244 is amended by ADDING to Part 6: Highway Commercial Zone: HC as follows:

6.3 Traffic Impact Study

“a) Any development or redevelopment identified in the following trip generation table shall provide a traffic impact study prepared by a Professional Traffic Engineer, by and at the cost of the developer:

Land Use type	Estimated Development-Generation trips
Fast-food restaurant or coffee shop	275 m2 (3,000 ft2)
Destination retail	557 m2 (6,000 ft2)
Gas station or convenience market	Seven fueling positions

b) All other land use types anticipated to generate more than 100 additional peak hour trips as calculated by a Professional Traffic Engineer using the most recent edition of the Institute of Transportation Engineers Trip Generation Manual will be subject to a traffic impact study, by and at the cost of the developer, before the issuance of a development permit, and the developer shall be required to implement the recommendations of the study.

Read a first time this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

Read a second time this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

Read a third time and passed this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk