

**TANTRAMAR COUNCIL MEETING
TUESDAY, JUNE 13, 2023, AT 6:00 P.M.
COUNCIL CHAMBERS, TOWN HALL 31C MAIN STREET, SACKVILLE NB**

1. CALL MEETING TO ORDER
2. ADOPTION OF AGENDA
3. CLOSED SESSION
 - a. HR-2023-04

**PUBLIC PORTION OF THE REGULAR COUNCIL MEETING
TUESDAY, JUNE 13, 2023 AT 7:00 P.M.**

4. CONFLICT OF INTEREST DECLARATION
5. PUBLIC AND ADMINISTRATIVE PRESENTATIONS
 - a. MASU – Sadie Shelly
 - b. Tantramar Pedway Group – Christina DeHaas
 - c. QuadNB – Jacques Ouellette
6. ADOPTION OF MINUTES
 - a. REGULAR COUNCIL MEETING – MAY 9, 2023
 - b. COMMITTEE OF THE WHOLE – MAY 23, 2023
 - c. SPECIAL MEETING OF COUNCIL – JUNE 5, 2023
7. CONSENT AGENDA
 - a. 2022 AUDITS
 - b. MOONLIGHT MADNESS
 - c. FALL FAIR 2023
 - d. PORTABLE EVENT STAGE
 - e. SACKVILLE SPORTS WALL OF FAME BOARD OF DIRECTORS
 - f. CLIMATE CHANGE ADVISORY COMMITTEE
 - g. TRAIL EASEMENT – LORNE STREET TO BRIDGE STREET
 - h. UNIDIRECTIONAL FLUSHING SACKVILLE
8. REPORTS FROM ADMINISTRATION
 - a. BY-LAW ENFORCEMENT STUDENTS
 - b. TENDER TAN-2023-04 ASPHALT PATCHING
 - c. 2023-24 ETF GRANT LETTER OF OFFER
 - d. TEXT AMENDMENT – DRIVE THRU FOR HIGHWAY COMMERCIAL PROPERTIES
9. BY-LAWS
 - a. BY-LAW NO. 2023-07, A BY-LAW RESPECTING BUILDINGS IN TANTRAMAR
 - b. BY-LAW NO. 2023-08, A BY-LAW TO REGULATE PURCHASING, LEASING, TENDERING AND DISPOSAL OF SURPLUS PROPERTY, EQUIPMENT AND MATERIALS
10. NOTICE OF MOTION AND RESOLUTIONS
11. 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, MAY 9, 2023, 6:00 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, Michael Tower, and Debbie Wiggins-Colwell. Also, in attendance were CAO Jennifer Borne, Clerk Donna Beal and Assistant Clerk Becky Goodwin.

1. CALL MEETING TO ORDER

Mayor Andrew Black called the meeting to order.

2. ADOPTION OF AGENDA

#23-079 MOVED BY COUNCILLOR JOSH GOGUEN AND SECONDED BY COUNCILLOR MATT ESTABROOKS THAT COUNCIL APPROVE THE AGENDA OF THE REGULAR COUNCIL MEETING OF MAY 9, 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-2023-01

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

Public

Director of Engineering and Public Works Jon Eppell, Director of Community & Corporate Services Kieran Miller, Director of Financial Services Michael Beal, Director of Active Living and Culture Matt Pryde Manager of Tourism and Business Development Ron Kelly Spurles, Manager of Parks & Facilities Todd Cole, Corporate Compliance Analyst Kate Carroll, Sackville Fire Chief Craig Bowser, Climate Change Coordinator Brittany Cormier and Planning Manager Lori Bickford joined the meeting.

Also, in attendance were sixteen (16) 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.

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. MUNICIPAL FOOD WASTE DIVERSION PROGRAM – KASSIA REGNIER
- b. DANGEROUS OR UNSIGHTLY PREMISES BY-LAW – KERRY SIMPSON
- c. 131 MAIN STREET, REZONING – ALEXANDRYA EATON

6. ADOPTION OF MINUTES

#23-080 MOVED BY COUNCILLOR BARRY HICKS AND SECONDED BY COUNCILLOR ALLISON BUTCHER THAT COUNCIL ADOPT THE MINUTES OF THE REGULAR COUNCIL MEETING OF APRIL 11, 2023, AS CIRCULATED. MOTION CARRIED.

#23-081 MOVED BY DEPUTY MAYOR GREG MARTIN AND SECONDED BY COUNCILLOR JOSH GOGUEN THAT COUNCIL ADOPT THE MINUTES OF THE SPECIAL MEETING OF COUNCIL OF APRIL 18, 2023, AS CIRCULATED. MOTION CARRIED.

#23-082 MOVED BY COUNCILLOR MATT ESTABROOKS AND SECONDED BY COUNCILLOR MICHAEL TOWER THAT COUNCIL ADOPT THE MINUTES OF THE COMMITTEE OF THE WHOLE MEETING OF APRIL 24, 2023, AS CIRCULATED. MOTION CARRIED.

#23-083 MOVED BY COUNCILLOR BARRY HICKS AND SECONDED BY COUNCILLOR MATT ESTABROOKS THAT COUNCIL ADOPT THE MINUTES OF THE SPECIAL MEETING OF COUNCIL OF APRIL 25, 2023, AS CIRCULATED. MOTION CARRIED.

7. SOUTHEAST REGIONAL SERVICE COMMISSION APPOINTMENT

#23-084 MOVED BY DEPUTY MAYOR GREG MARTIN AND SECONDED BY COUNCILLOR ALLISON BUTCHER THAT COUNCIL APPOINT COUNCILLOR MICHAEL TOWER AS THE COUNCIL REPRESENTATIVE FOR TANTRAMAR TO SOUTHEAST REGIONAL SERVICE COMMISSION. MOTION CARRIED.

8. CONSENT AGENDA

A) BRAND REDEVELOPMENT TAN-2023-03

#23-085 MOVED BY COUNCILLOR ALLISON BUTCHER AND SECONDED BY DEPUTY MAYOR GREG MARTIN THAT COUNCIL AWARD RFP #TAN-2023-02 BRAND DEVELOPMENT TO THE DETAILS DESIGN IN THE AMOUNT OF \$67,850.00 HST INCLUDED. AYE VOTES RECORDED BY MAYOR ANDREW BLACK, DEPUTY MAYOR GREG MARTIN AND COUNCILLORS ALLISON BUTCHER, JOSH GOGUEN, BARRY HICKS, MICHAEL TOWER AND DEBBIE WIGGINS-COLWELL. NAY VOTE RECORDED BY COUNCILLOR MATT ESTABROOKS. MOTION CARRIED.

B) TANTRAMAR DOMAIN NAME

#23-086 MOVED BY COUNCILLOR ALLISON BUTCHER AND SECONDED BY COUNCILLOR BARRY HICKS THAT COUNCIL APPROVE THE PURCHASE OF TANTRAMAR DOMAIN NAMES FROM TANTRAMAR INTERACTIVE INC., IN THE AMOUNT OF \$25,000 PLUS HST. AYE VOTES RECORDED BY MAYOR ANDREW BLACK, DEPUTY MAYOR GREG MARTIN AND COUNCILLORS ALLISON BUTCHER, BARRY HICKS, MICHAEL TOWER AND DEBBIE WIGGINS-COLWELL. NAY VOTE RECORDED BY COUNCILLORS JOSH GOGUEN AND MATT ESTABROOKS. MOTION CARRIED.

C) NB POWER EV CHARGER

#23-087 MOVED BY COUNCILLOR MICHAEL TOWER AND SECONDED BY DEPUTY MAYOR GREG MARTIN THAT COUNCIL AUTHORIZE THE MAYOR AND CLERK TO SIGN AND SEAL ALL NECESSARY DOCUMENTS WITH NB POWER FOR THE INSTALLATION OF THREE (3) 100KW DC FAST CHARGERS AT THE TANTRAMAR VISITOR INFORMATION CENTRE. MOTION CARRIED.

D) STREET CHALK FESTIVAL

#23-088 MOVED BY COUNCILLOR DEBBIE WIGGINS-COLWELL AND SECONDED BY COUNCILLOR MATT ESTABROOKS THAT COUNCIL AUTHORIZE THE CLOSURE OF BRIDGE STREET FROM MAIN STREET TO LORNE STREET ON FRIDAY, AUGUST 25, 2023, AT 1:00 P.M. TO SUNDAY, AUGUST 27, 2023 AT 12:00 NOON, TO ACCOMMODATE THE SACKVILLE STREET CHALK FESTIVAL. MOTION CARRIED.

E) KAYAK RENTAL AGREEMENT

#23-089 MOVED BY COUNCILLOR BARRY HICKS AND SECONDED BY COUNCILLOR JOSH GOGUEN THAT COUNCIL AUTHORIZE THE MAYOR AND CLERK TO SIGN AND SEAL THE USAGE AGREEMENT WITH MARITIME PADDLE FOR A PERIOD OF ONE (1) YEAR BEGINNING ON MAY 1, 2023 AND ENDING ON APRIL 30, 2024. MOTION CARRIED.

F) SHIRETOWN DAYS

#23-090 MOVED BY COUNCILLOR DEBBIE WIGGINS-COLWELL AND SECONDED BY COUNCILLOR JOSH GOGUEN THAT COUNCIL APPROVE THE LOANING OF TOWN OWNED PROPERTY, SUCH AS KIOSKS, BARRICADES, PICNIC TABLES AND CHAIRS, TO THE ORGANIZERS OF THE SHIRETOWN FESTIVAL. MOTION CARRIED.

#23-091 MOVED BY COUNCILLOR DEBBIE WIGGINS-COLWELL AND SECONDED BY COUNCILLOR MATT ESTABROOKS THAT COUNCIL APPROVE THE CLOSURE OF WOODLAWN/CAPE ROAD FROM LADYSMITH MANOR (22 WOODLAWN ROAD) TO SCHOOL STREET AND SCHOOL STREET FROM CAPE ROAD TO HARROP AVENUE ON SATURDAY, JUNE 17, 2023 FROM APPROXIMATELY 1:00-2:00PM TO ACCOMMODATE A PARADE DURING THE SHIRETOWN FESTIVAL. MOTION CARRIED.

#23-092 MOVED BY COUNCILLOR DEBBIE WIGGINS-COLWELL AND SECONDED BY COUNCILLOR MATT ESTABROOKS THAT COUNCIL APPROVE THE ORGANIZERS OF THE SHIRETOWN FESTIVAL'S APPLICATION FOR A SPECIAL EVENTS LIQUOR LICENSE FOR SATURDAY, JUNE 17, 2023 TO HOLD AN EVENT AT THE DORCHESTER VETERAN'S COMMUNITY CENTRE CONTINGENT ON THE ORGANIZERS SUPPLYING A \$2,000,000 CERTIFICATE OF LIABILITY INSURANCE NAMING TANTRAMAR AS CO-INSURED. MOTION CARRIED.

G) WESTMORLAND HISTORICAL SOCIETY GRANT

#23-093 MOVED BY COUNCILLOR MICHAEL TOWER AND SECONDED BY DEPUTY MAYOR GREG MARTIN THAT COUNCIL APPROVE A SPECIAL EVENTS GRANT IN THE AMOUNT OF \$1,250 TO SUPPORT THE WESTMORLAND HISTORICAL SOCIETY'S EVENT. MOTION CARRIED.

H) TANTRAMAR FACILITIES RENTAL AGREEMENT

#23-094 MOVED BY COUNCILLOR BARRY HICKS AND SECONDED BY COUNCILLOR MATT ESTABROOKS THAT COUNCIL APPROVE THE TANTRAMAR FACILITIES RENTAL AGREEMENT. MOTION CARRIED.

I) DORCHESTER DAYCARE RENTAL AGREEMENT

#23-095 MOVED BY COUNCILLOR DEBBIE WIGGINS-COLWELL AND SECONDED BY DEPUTY MAYOR GREG MARTIN THAT COUNCIL APPROVE THE DORCHESTER DAYCARE RENTAL AGREEMENT (DCS) FOR A PERIOD OF ONE(1) YEAR BEGINNING JULY 1, 2023 AND ENDING JUNE 30, 2024. MOTION CARRIED.

J) CIVIC CENTRE OFFICE IMPROVEMENTS

#23-096 MOVED BY COUNCILLOR MATT ESTABROOKS AND SECONDED BY COUNCILLOR MICHAEL TOWER THAT COUNCIL APPROVE THE OFFICE FURNITURE PURCHASE FROM ERGOWORKS IN THE AMOUNT OF \$10,745.10 PLUS HST FOR OFFICES LOCATED AT THE TANTRAMAR VETERANS MEMORIAL CIVIC CENTRE TO ACCOMMODATE TWO STAFF MEMBERS OF THE ACTIVE LIVING AND CULTURE DEPARTMENT. MOTION CARRIED.

9. REPORTS FROM ADMINISTRATION

A) TENDER NO. 2023-03 SANITARY TRUNK SEWER RENEWAL

#23-097 MOVED BY COUNCILLOR MATT ESTABROOKS AND SECONDED BY COUNCILLOR BARRY HICKS THAT COUNCIL AWARD TENDER NO. TAN-2023-03 SANITARY TRUNK SEWER RENEWAL TO THE LOWEST BIDDER DEXTER CONSTRUCTION COMPANY LTD., IN THE REDUCED AMOUNT OF \$497,547.50 HST INCLUDED WITH THE REDUCED SCOPE TO SUIT THE BUDGET SUBJECT TO THE TOWN RECEIVING THE MINISTERIAL ORDER FOR OUR MAY 8, 2023 HEARING DATE. MOTION CARRIED.

B) MOTION RE: DATE OF COMMITTEE OF THE WHOLE MEETING

#23-098 MOVED BY DEPUTY MAYOR GREG MARTIN AND SECONDED BY COUNCILLOR BARRY HICKS THAT COUNCIL AMEND THE DATES OF THE COMMITTEE OF THE WHOLE MEETINGS OF JUNE, JULY AND AUGUST TO THE FOURTH TUESDAY OF THE MONTH, BEING JUNE 27, JULY 25 AND AUGUST 29, 2023. MOTION CARRIED.

C) RE-ZONING OF 131 MAIN STREET

#23-099 MOVED BY COUNCILLOR DEBBIE WIGGINS-COLWELL AND SECONDED BY COUNCILLOR BARRY HICKS THAT WHEREAS COUNCIL HAS CONSIDERED AN APPLICATION FROM JN LAFFORD REALTY TO AMEND BY-LAW NO 244, THE "TOWN OF SACKVILLE ZONING BY-LAW" BY CHANGING THE MAXIMUM HEIGHT OF A BUILDING IN THE URBAN RESIDENTIAL 3 ZONE FROM 15.3 M (50 FT) TO 19.8 M (65 FT);

BE IT RESOLVED THAT THE COUNCIL OF THE MUNICIPALITY OF TANTRAMAR DIRECTS THAT THE APPROPRIATE BY-LAW BE PREPARED TO AMEND BY-LAW NO 244, THE TOWN OF SACKVILLE ZONING BY-

LAW AS IT PERTAINS TO THE HEIGHT REQUIREMENTS OF THE R3 ZONE; THAT THE PROPOSED BY-LAW BE REFERRED TO THE SOUTHEAST PLANNING REVIEW AND ADJUSTMENT COMMITTEE FOR THEIR VIEWS; THAT THE NOTICE OF INTENTION REQUIREMENTS OF THE COMMUNITY PLANNING ACT BE FULFILLED WITH RESPECT TO THE PROPOSED AMENDMENTS, AND SETS THE COMMITTEE OF THE WHOLE MEETING ON JUNE 27TH, 2023, AT 3:00PM IN THE COUNCIL CHAMBERS AT THE TOWN HALL, 31 MAIN STREET, 2ND FLOOR, SACKVILLE NB AS THE DATE, TIME AND PLACE FOR THE PUBLIC HEARING OF CONSIDERATION OF OBJECTIONS TO THE PROPOSED BY- LAW. MOTION CARRIED.

#23-100 MOVED BY COUNCILLOR MICHAEL TOWER AND SECONDED BY DEPUTY MAYOR GREG MARTIN THAT WHEREAS COUNCIL HAS CONSIDERED AN APPLICATION FROM JN LAFFORD REALTY TO AMEND BY- LAW 244, THE "TOWN OF SACKVILLE ZONING BY-LAW" BY REZONING A PORTION OF THE PROPERTY KNOWN AS PID 00969048 FROM RESIDENTIAL HISTORIC COMMERCIAL TO URBAN RESIDENTIAL 3 TO PERMIT A MULTIPLE UNIT DWELLING;

BE IT RESOLVED THAT THE COUNCIL OF THE MUNICIPALITY OF TANTRAMAR DIRECTS THAT THE APPROPRIATE BY-LAW BE PREPARED TO AMEND BY-LAW NO. 244, THE TOWN OF SACKVILLE ZONING BY-LAW AS IT PERTAINS TO THE REZONING; THAT THE PROPOSED BY-LAW BE REFERRED TO THE SOUTHEAST PLANNING REVIEW AND ADJUSTMENT COMMITTEE FOR THEIR VIEWS; THAT THE NOTICE OF INTENTION REQUIREMENTS OF THE COMMUNITY PLANNING ACT BE FULFILLED WITH RESPECT TO THE PROPOSED AMENDMENT, AND SETS THE COMMITTEE OF THE WHOLE MEETING OF JUNE 27TH, 2023, AT 3:00PM IN THE COUNCIL CHAMBERS AT THE TOWN HALL, 31 MAIN STREET, 2ND FLOOR, SACKVILLE NB AS THE DATE, TIME AND PLACE FOR THE PUBLIC HEARING OF CONSIDERATION OF OBJECTIONS TO THE PROPOSED BY-LAW. MOTION CARRIED.

10. BY-LAWS

- A) BY-LAW NO. 2023-06, A BY-LAW RESPECTING DANGEROUS OR UNSIGHTLY PREMISES WITHIN TANTRAMAR

#23-101 MOVED BY COUNCILLOR MICHAEL TOWER AND SECONDED BY COUNCILLOR JOSH GOGUEN THAT COUNCIL GIVE SECOND READING SECTION BY SECTION TO BY-LAW NO. 2023-06, A BY-LAW RESPECTING DANGEROUS OR UNSIGHTLY PREMISES WITHIN TANTRAMAR.

Public notice is hereby given that the Town Council of Tantramar proposes to enact the following By-Law:

BY-LAW NO. 2023-06, A BY-LAW RESPECTING DANGEROUS OR UNSIGHTLY PREMISES WITHIN TANTRAMAR

Be it enacted by Tantramar as follows:

- | | |
|---|--|
| 1. Definitions | 9. Report required before demolition |
| 2. Offences and penalties relating to dangerous or unsightly premises | 10. Emergency |
| 3. Notice to owner or occupier | 11. Offence and penalty for obstruction |
| 4. Evidence | 12. Recovery of Tantramar's Cost - filing of certificate |
| 5. Appeal | 13. Lien |
| 6. Registering a notice | 14. Debts paid by the Minister of Finance |

- 7. Offences and penalty for failure to comply with a notice
- 8. Power to clean, repair or demolish

- 15. Consequential Amendments
- 16. Coming into Force

#23-102 MOVED BY COUNCILLOR MICHAEL TOWER AND SECONDED BY COUNCILLOR MATT ESTABROOKS THAT COUNCIL GIVE THIRD AND FINAL READING TO BY-LAW NO. 2023-06, A BY-LAW RESPECTING DANGEROUS OR UNSIGHTLY PREMISES WITHIN TANTRAMAR. MOTION CARRIED.

B) BY-LAW NO. 2023-07, A BY-LAW RESPECTING BUILDINGS IN TANTRAMAR

#23-103 MOVED BY DEPUTY MAYOR GREG MARTIN AND SECONDED BY COUNCILLOR JOSH GOGUEN THAT COUNCIL GIVE FIRST READING IN NAME ONLY TO BY-LAW NO. 2023-07, A BY-LAW RESPECTING BUILDINGS IN TANTRAMAR. 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

#23-104 MOVED BY COUNCILLOR MICHAEL TOWER AND SECONDED BY COUNCILLOR MATT ESTABROOKS THAT COUNCIL ADJOURN THE REGULAR COUNCIL MEETING OF MAY 9, 2023. MOTION CARRIED.

Mayor

Clerk

Assistant Clerk

**COMMITTEE OF THE WHOLE OF
TUESDAY, MAY 23, 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, Clerk Donna Beal, Assistant Clerk Becky Goodwin, Director of Active Living and Culture Matt Pryde, Director of Community and Corporate Services Kieran Miller, Director of Financial Services Michael Beal, Director of Engineering and Public Works Jon Eppell, Manager of Tourism and Business Development Ron Kelly Spurles, Sackville Fire Chief Craig Bowser, Assistant Treasurer Elizabeth Hartling, Corporate Compliance Analyst Kate Carroll and Climate Change Coordinator Brittany Cormier.

Also, in attendance were eight (8) 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 MAY 23, 2023, AS
CIRCULATED. MOTION CARRIED.

2. INFORMATION ITEMS

2.1 2022 AUDIT

2.1.1 2022 Audit Council Direction Request – M. BEAL

Director of Financial Services Michael Beal provided an overview of his Report. Mr. Beal noted that draft audit reports were sent to Council and following the approval of the reports, will be posted for the public on the Municipalities website. Motions will be brought forward at the Regular Council Meeting on June 13th for Council to consider approving the 2022 Audits. A Request for Proposal will also be call for 2023 Auditing Services for Tantramar.

2.1.2 Dorchester 2022 Audit – MCISAAC DARRAGH

Selena MacDonald of Mclsaac Darragh presented information relating to the former Village of Dorchester's 2022 Audit.

2.1.3 Sackville 2022 Audit – BAKER TILLY GMA LLP

Andrew Boudreau of Baker Tilly GMA LLP presented information relating to the former Town of Sackville's 2022 Audit.

2.2 CLIMATE CHANGE ADVISORY COMMITTEE – RICHARD ELLIOTT

Richard Elliott, Chair of the Climate Change Advisory Committee provided an update to Council. The presentation will be made available at <https://sackville.com/town-hall/council-meetings/minutes/>

3. COUNCIL DIRECTION REQUESTS

3.1 MOONLIGHT MADNESS – M. PRYDE

MOVED BY COUNCILLOR DEBBIE WIGGINS-COLWELL AND SECONDED BY COUNCILLOR BRUCE PHINNEY THAT COUNCIL DIRECT ITEM 3.1 – MOONLIGHT MADNESS BE SENT TO THE REGULAR COUNCIL MEETING OF JUNE 13, 2023, FOR CONSIDERATION. MOTION CARRIED.

3.2 FALL FAIR – M. PRYDE

MOVED BY COUNCILLOR BRUCE PHINNEY AND SECONDED BY COUNCILLOR ALLISON BUTCHER THAT COUNCIL DIRECT ITEM 3.2 – FALL FAIR BE SENT TO THE REGULAR COUNCIL MEETING OF JUNE 13, 2023, FOR CONSIDERATION. MOTION CARRIED.

3.3 PORTABLE EVENT STAGE – M. PRYDE

MOVED BY COUNCILLOR ALLISON BUTCHER AND SECONDED BY DEPUTY MAYOR GREG MARTIN THAT COUNCIL DIRECT ITEM 3.3 PORTABLE EVENT STAGE BE SENT TO THE REGULAR COUNCIL MEETING OF JUNE 13, 2023, FOR CONSIDERATION. MOTION CARRIED.

3.4 SACKVILLE SPORTS WALL OF FAME BOARD OF DIRECTORS – M. PRYDE

MOVED BY COUNCILLOR MATT ESTABROOKS AND SECONDED BY COUNCILLOR BRUCE PHINNEY THAT COUNCIL DIRECT ITEM 3.4 SACKVILLE SPORTS WALL OF FAME BOARD OF DIRECTORS BE SENT TO THE REGULAR COUNCIL MEETING OF JUNE 13, 2023, FOR CONSIDERATION. MOTION CARRIED.

3.5 MEMBERSHIP RECOMMENDATIONS FOR CLIMATE CHANGE ADVISORY COMMITTEE – K. MILLER

MOVED BY COUNCILLOR MICHAEL TOWER AND SECONDED BY COUNCILLOR BARRY HICKS THAT COUNCIL DIRECT ITEM 3.5 MEMBERSHIP RECOMMENDATIONS FOR CLIMATE CHANGE ADVISORY COMMITTEE BE SENT TO THE REGULAR COUNCIL MEETING OF JUNE 13, 2023, FOR CONSIDERATION. MOTION CARRIED.

3.6 TRAIL EASEMENT – LORNE STREET TO BRIDGE STREET – K. MILLER

MOVED BY COUNCILLOR BARRY HICKS AND SECONDED BY COUNCILLOR MICHAEL TOWER THAT COUNCIL DIRECT ITEM 3.6 TRAIL EASEMENT BE SENT TO THE REGULAR COUNCIL MEETING OF JUNE 13, 2023, FOR CONSIDERATION. MOTION CARRIED.

3.7 UNIDIRECTIONAL FLUSHING – SACKVILLE – J. EPELL

MOVED BY COUNCILLOR JOSH GOGUEN AND SECONDED BY COUNCILLOR BARRY HICKS THAT COUNCIL DIRECT ITEM 3.7 UNIDIRECTIONAL FLUSHING SACKVILLE BE SENT TO THE REGULAR COUNCIL MEETING OF JUNE 13, 2023, FOR CONSIDERATION. MOTION CARRIED.

3.8 TENDER TAN-2023-04 ASPHALT PATCHING – J. EPELL

Director of Engineering and Public Works Jon Eppell provided an overview of his report regarding the Asphalt Patching tender for 2023. A detailed report will be provided to Council for the Regular Council Meeting of June 13, 2023, and a motion for Council to consider awarding the Asphalt Patching Tender.

3.9 BY-LAW NO. 2023-08, A BY-LAW TO REGULATE PURCHASING, LEASING, TENDERING AND DISPOSAL OF SURPLUS PROPERTY, EQUIPMENT AND MATERIALS – M. BEAL

Director of Financial Services Michael Beal provided an overview of his report regarding the Purchasing, Leasing, Tendering and Disposal of Surplus Property By-Law. Staff are recommending that Council consider First Reading of By-Law No. 2023-08 – A By-Law to Regulate Purchasing, Leasing, Tendering and Disposal of Surplus Property, Equipment and Materials at the Regular Council Meeting of June 13, 2023.

3.10 TEXT AMENDMENT – DRIVE-THRUS FOR HIGHWAY COMMERCIAL – PLAN360

CAO Jennifer Borne provided a brief overview of the preliminary report regarding a request for a text amendment relating to drive-thrus for Highway Commercial zoning. A resolution will be presented to Council at the Regular Council Meeting of June 13, 2023, where Council may choose to start the process of public engagement to consider the text amendment.

4. DEPARTMENTAL REPORTS

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

- 4.1 Active Living and Culture – M. Pryde
- 4.2 Community and Corporate Services – K. Miller
- 4.3 Engineering and Public Works – J. Eppell
- 4.4 Protective Services – Chief C. Bowser
- 4.5 Financial Services – M. Beal
- 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

Erica Butler asked if Staff expected any issues from the property owners for the trail easement on Lorne Street and if there had been any delay in the easement. Director Kieran Miller responded that the easement outlines the details and usage of the space for the property owners. She noted that funding was confirmed in November 2022 regarding the trail extension. Director Matt Pryde added that some funding was set aside in 2022 for the expansion, however the Municipality was successful in receiving grant funding and have been submitted the required reporting through the grant process.

Erica Butler asked if Dorchester and Local Service District residents have been paying additional taxes to help offset the RCMP backpay costs. Director Michael Beal responded that the province had been collecting funds from Dorchester and the Local Service Districts. The former Village of Dorchester had also set aside additional funds into their reserve to help offset the costs.

Bruce Wark asked about the Environmental Trust Fund (ETF) that had been received and what it would cover. Director Kieran Miller noted that Staff have shared all that is currently available, and that additional information should be arriving from the province shortly. Ms. Miller noted that funding has been applied for to cover the costs of the Climate Change Coordinator position in partnership with EOS Eco-Energy. Ms. Miller confirmed that the position is not paid by the Municipality, but through the grants that have been received in previous years.

Bruce Wark asked if members of the Public and media would be allowed to attend the healthcare meetings that have been reported on. Mayor Andrew Black responded that the steering committee meetings are hosted by Horizon Health Network, therefore would be a question for them. Mayor Black also noted that the Rural Health Action Group meetings are by invitation and that the municipality received an invitation directly from the Rural Health Action Group.

6. ADJOURNMENT

MOVED BY COUNCILLOR MICHAEL TOWER AND SECONDED BY COUNCILLOR BRUCE PHINNEY
THAT COUNCIL ADJOURN THE COMMITTEE OF THE WHOLE MEETING OF MAY 23, 2023.

MAYOR

CLERK

ASSISTANT CLERK

**SPECIAL MEETING OF COUNCIL
MONDAY, JUNE 5 2023 – 4:00 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, Barry Hicks, Bruce Phinney and Michael Tower. Also in attendance were CAO Jennifer Borne, Clerk Donna Beal, Assistant Clerk Becky Goodwin and Director of Financial Services Michael Beal.

There were no members 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 MICHAEL TOWER AND SECONDED BY DEPUTY MAYOR GREG MARTIN THAT COUNCIL APPROVE THE AGENDA OF THE SPECIAL MEETING OF COUNCIL OF JUNE 5, 2023, AS CIRCULATED. MOTION CARRIED.

1. BILL NO. 45 – LOCAL GOVERNANCE COMMISSION ACT

Mayor Andrew Black presented a draft letter to Minister Daniel Allain regarding the recent tabling of Bill No. 45, noting the bill has created several concerns for Municipalities across New Brunswick. The draft letter on behalf of Tantramar is requesting a delay in the passing of Bill No. 45 until such a time where the Department of Local Government and Local Governance Reform have engaged local governments in the development of the legislation. The letter will be signed and sent to Minister Allain following the meeting. A copy of the letter will be placed on the Municipal website at www.sackville.com

2. ADJOURNMENT

MOVED BY COUNCILLOR MICHAEL TOWER AND SECONDED BY COUNCILLOR BRUCE PHINNEY THAT COUNCIL ADJOURN THE SPECIAL MEETING OF COUNCIL OF JUNE 5, 2023.

MAYOR

CLERK

ASSISTANT CLERK

Synopsis: 2022 Audits

Date: June 8, 2023

Department: Financial Services

DESCRIPTION

The final audits for the former municipalities have been worked on for the last number of months. Former Dorchester Staff worked on the Dorchester audit with McIsaac Darrah their appointed auditor and former Sackville Staff worked on the Sackville audit with Baker Tilly their appointed auditor. Once approved and signed, the audits for each former municipality will be made available to the Public.

PROPOSED MOTION

That Council consider approving the 2022 audit for the Former Village of Dorchester as presented by McIsaac Darrah and the 2022 audit for the Former Town of Sackville as presented by Baker Tilly.

To: Mayor and Council
Submitted by: Michael Beal, Director Financial Services
Date: June 8, 2023
Subject: 2022 Audits

PROPOSAL

To approve the Audits for 2022 for the former Town of Sackville and Village of Dorchester

BACKGROUND

The final audits for the former municipalities have been worked on for the last number of months. Former Dorchester Staff worked on the Dorchester audit with McIsaac Darrah their appointed auditor and former Sackville Staff worked on the Sackville audit with Baker Tilly their appointed auditor. Draft Audits will be sent to Council prior to the meeting, once approved and signed the audits will be made available to the Public.

DISCUSSION

Sackville

- Total General Revenue for the Year was \$12,703,662 a total of \$541,831 over budget.
 - o Many Departments exceeded Revenue projections as a result of higher building permit revenue, higher interest revenue earned, insurance claims being paid, capital grants from outside sources (Lorne Street Phase 3), grants from local service districts, employment and programming. Revenue from a few departments was under projections as a result of lower by-law ticket infractions and rentals from the Civic Centre including canteen operations.
- Total General Expenses for the year were \$12,634,467 a total of \$472,636 over budget.
 - o For Expenses almost every department was under budget which allowed us to transfer \$794,000 into the General Capital Reserve Fund to pay for future capital projects without borrowing. Lorne Street Phase 3 expenses for 2022 were also able to be charged back to Capital out of Revenue rather than being borrowed for.
 - o Various areas where departments came in under budget were Salaries & Benefits (due to vacant positions through the year), consulting services for various departments including labour and legal, property operating expenses for the various facilities and overall, the need to hold off a fair number of projects in 2022 with amalgamation taking place and the project would not have beneficial for the new entity in 2023.
- Total General Operating Surplus for the year 2022 was \$69,195 that will be carried over as Revenue for Tantramar in 2024.

- Total Utility Revenue for the year was \$2,306,106 a total of \$203,271 over budget.
 - o Revenue exceeded the budget as a result of higher revenue from commercial metered accounts. One particular large account exceeded projections significantly during the year. As well connection and service charges were higher than budget and sundry was much higher than budget as a result of the MTA distribution agreement starting in 2022 and not budgeted.
- Total Utility Expenses for the year were \$2,296,894 a total of \$194,059 over budget.
 - o Expenses exceeded budget slightly in admin and general and water operating. Expenses were under budget for Sewer Collection and Disposal as well as fiscal services as a result of lower debt costs and short-term interest charges.
 - o With the increase in revenue and some areas coming in slightly under budget we were able to charge \$73,091 to Capital out of Revenue and reduce borrowing for 2022 projects as well as increase the transfer to the Utility Capital Reserve from the budgeted amount of \$240,000 to an actual deposit for 2022 of \$371,500.
- Total Utility Operating Surplus for the year 2022 was \$9,212 that will be carried over as Revenue for Tantramar in 2024.

Dorchester

- The surplus within the General Operating Fund for 2022 is \$153,729 that will be carried over as Revenue for Tantramar in 2024.
- The surplus within the Utility Operating Fund for 2022 is \$9,649 that will be carried over as Revenue for Tantramar in 2024.
- Details can be found within the financial statements page 19 for the various departments when circulated.

LEGISLATION/POLICY

Approval of Audits in accordance with Local Governance Act

FINANCIAL CONSIDERATIONS

Year end numbers finalized to allow for opening balances for new Tantramar.

COMMUNICATIONS/PUBLIC ENGAGEMENT

Audit will be placed on the website once approved and signed and will also be available to the public at that time.

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

The Audit does not have any impact on climate as this is a policy approval and required on an annual basis in accordance with the Local Governance Act.

OPTIONS

1. To approve the 2022 Audits as presented

RECOMMENDATION

Staff recommends the approval of the 2022 Audits for the former Village of Dorchester and Town of Sackville and authorize the Mayor and Clerk for Tantramar to sign and seal the Audits. An RFP will be called for 2023 Auditing Services for Tantramar.

ATTACHMENTS

Audits to follow for Council. Details of Sackville Revenue and Expenses for General and Utility Operating found below.

2022 SACKVILLE GENERAL REVENUE FUND

REVENUE	BUDGET	ACTUAL	DIFFERENCE
WARRANT	\$ 11,044,581	\$ 11,044,581	\$ -
EQUALIZATION AND CORE FUNDING	\$ 76,666	\$ 76,666	\$ -
GENERAL GOVERNMENT	\$ 69,000	\$ 194,960	\$ 125,960
POLICE	\$ 363,000	\$ 359,861	\$ (3,139)
FIRE	\$ 121,868	\$ 129,171	\$ 7,303
TRANSPORTATION	\$ 97,376	\$ 138,008	\$ 40,632
RECREATION CIVIC CENTRE	\$ 272,700	\$ 261,621	\$ (11,079)
TOURISM/RECREATION PROGRAMMING	\$ 46,400	\$ 148,248	\$ 101,848
SURPLUS (2ND PREV. YEAR)	\$ 70,240	\$ 70,240	\$ (0)
TOTAL REVENUE	\$ 12,161,831	\$ 12,423,356	\$ 261,525
ONE TIME REVENUE			
OPERATING GRANTS FROM PNB	\$ -		\$ -
GRANTS FROM OUTSIDE SOURCES	\$ -	\$ 280,307	\$ 280,307
SALE OF ASSETS	\$ -		\$ -
TOTAL REVENUE FROM ALL SOURCES	\$ 12,161,831	\$ 12,703,662	\$ 541,831
EXPENSES			
GENERAL GOVERNMENT	\$ 1,998,536	\$ 1,919,716	\$ (78,820)
PUBLIC SAFETY (POLICE/FIRE)	\$ 3,054,423	\$ 2,901,646	\$ (152,777)
ENVIRONMENTAL HEALTH	\$ 355,405	\$ 356,447	\$ 1,042
EMERGENCY SERVICES	\$ 18,000	\$ 12,213	\$ (5,787)
ENGINEERING AND PUBLIC WORKS	\$ 2,091,197	\$ 2,065,885	\$ (25,312)
RECREATION FACILITIES	\$ 267,646	\$ 248,023	\$ (19,623)
RECREATION CIVIC CENTRE	\$ 765,573	\$ 743,353	\$ (22,220)
CORP PROJ, PROGR & TOURISM	\$ 1,292,673	\$ 1,148,949	\$ (143,724)
FISCAL SERVICES	\$ 956,378	\$ 946,928	\$ (9,450)
CAPITAL OUT OF REVENUE	\$ 1,267,000	\$ 1,497,308	\$ 230,308
TOTAL EXPENSES	\$ 12,066,831	\$ 11,840,467	\$ (226,364)
ONE TIME EXPENSES			
CAP OUT OF REVENUE RE: PNB PAVING			\$ -
CAP OUT OF REVENUE RE:GRANTS			\$ -
RESERVE FUND TRANSFER	\$ 95,000	\$ 794,000	\$ 699,000
TOTAL EXPENSES FROM ALL SOURCES	\$ 12,161,831	\$ 12,634,467	\$ 472,636
			% of Budget
SURPLUS/(DEFICIT)	\$ -	\$ 69,195	0.57%

2022 SACKVILLE UTILITY REVENUE FUND

<u>REVENUE</u>	<u>BUDGET</u>	<u>ACTUAL</u>	<u>DIFFERENCE</u>
USER RATE CHARGES	\$ 1,692,612	\$ 1,792,699	\$ 100,087
CONNECTION AND SERVICES	\$ 15,500	\$ 36,220	\$ 20,720
FIRE PROTECTION	\$ 336,000	\$ 336,000	\$ -
INTEREST	\$ 38,500	\$ 46,652	\$ 8,152
SUNDRY	\$ 10,500	\$ 84,812	\$ 74,312
SURPLUS (2ND PREV. YEAR)	\$ 9,723	\$ 9,723	\$ 0
	\$ 2,102,835	\$ 2,306,106	\$ 203,271
<u>ONE TIME REVENUE</u>			
SALE OF ASSETS	\$ -	\$ -	
GRANTS FROM OUTSIDE SOURCES	\$ -	\$ -	\$ -
TOTAL REVENUE ALL SOURCES	\$ 2,102,835	\$ 2,306,106	\$ 203,271
<u>EXPENSES</u>			
ADMINISTRATIVE AND GENERAL	\$ 296,730	\$ 309,980	\$ 13,250
WATER	\$ 672,498	\$ 682,453	\$ 9,955
SEWER COLLECTION AND DISPOSAL	\$ 352,747	\$ 343,483	\$ (9,264)
CAPITAL OUT OF REVENUE	\$ -	\$ 73,091	\$ 73,091
RESERVE FUND TRANSFER	\$ 240,000	\$ 371,500	\$ 131,500
FISCAL SERVICES	\$ 540,860	\$ 516,387	\$ (24,473)
	\$ 2,102,835	\$ 2,296,894	\$ 194,059
<u>ONE TIME EXPENSES</u>			
CAPITAL OUT OF REVENUE	\$ -		\$ -
TOTAL EXPENSES ALL SOURCES	\$ 2,102,835	\$ 2,296,894	\$ 194,059
			% of Budget
SURPLUS/(DEFICIT)	\$ -	\$ 9,212	0.44%

Synopsis: Moonlight Madness

Date: June 8, 2023

Department: Active Living and Culture

DESCRIPTION

To accommodate the Moonlight Madness event, we require two street closures from 5:00pm to midnight on November 17 and December 8, 2023:

- Ford Lane between Lansdowne and Main Street.
- Willow Lane

PROPOSED MOTION

Staff recommend that Council approve the street closures as presented.

To: Mayor and Council
Submitted by: Matt Pryde, Director of Active Living and Culture
Date: June 8, 2023
Subject: Moonlight Madness Street Closures

PROPOSAL

Closures of Willow Lane and a section of Ford Lane to accommodate Moonlight Madness.

BACKGROUND

2023 marks the 31st year of Sackville's Moonlight Madness holiday shopping event. For the third year, the Town is taking an active role in promoting and organizing the event, which will include several features in the downtown including more vendors and fundraisers, live music, and much more.

The event includes horse and wagon rides, beginning at Ford Lane. The wagon ride will leave Ford Lane and turn right on and follow Main Street before turning right down the walking path beside the Kookie Kutter. It will then turn right on Lansdowne and finish again at Ford Lane. To accommodate this, we require a street closure at Ford Lane between Lansdowne and Main Street.

Additionally, to accommodate vendors and community groups, we would like to avoid traffic turning into Willow Lane. As a result, we will also be requesting a street closure for Willow Lane.

DISCUSSION

Closures will take place from approximately 5:00pm to midnight on November 17 & December 8, 2023.

LEGISLATION/POLICY

N/A

FINANCIAL CONSIDERATIONS

Minimal festivals and events operational funding.

COMMUNICATIONS/PUBLIC ENGAGEMENT

Social media, print guide, website, etc.

COMMUNITY IMPACT

Popular event for the community to benefit local businesses.

OPTIONS

- a) Approve the motions as presented.
- b) Do not approve the motion as presented.

RECOMMENDATION

Staff recommends that Council approve the office furniture purchase as presented.

ATTACHMENTS

N/A

Synopsis: Fall Fair

Date: June 8, 2023

Department: Active Living and Culture

DESCRIPTION

There are several items required to operate Fall Fair efficiently. They are as follows:

- Permit the Fire Chief to complete an application to purchase for MAC Fireworks, grant the temporary closure of Dufferin Street, and authorize the Mayor and Clerk to sign and seal the fireworks supply contract.
- Closure of Main Street on September 23rd from 1-2pm from the Drew Nursing Home to Dufferin Street and Dufferin Street to Lorne to accommodate the Main Street Mile and Parade.
- Closure of Ford Lane to York Street from Friday, September 22nd at 8am to Monday, September 25th at noon to accommodate the tent.
- The appropriate approval for both the municipality and the Sackville Farmer's Market to apply for a liquor license from the Province of New Brunswick.
- An 1:00am exception to the noise by-law for the nights of September 22nd and 23rd to accommodate the music in the tent.
- Authorize the Mayor and Clerk to sign the agreement with Mount Allison University to allow us to use the field behind the King Street Parking Lot and the Lansdowne Field.
- Approve SSI Sound Specialists to provide sound and lighting in the tent at a cost of \$10,263 plus HST

PROPOSED MOTION

Staff recommend that Council approve the various motions as presented.

To: Mayor and Council
Submitted by: Matt Pryde, Director of Active Living and Culture
Date: June 8, 2023
Subject: Fall Fair Motions

PROPOSAL

After event disruptions for three years in a row, September 20-24, 2023 will mark the 21st year of the Sackville Fall Fair. The event requires several motions to Council.

BACKGROUND

Below are the various motions for Council's consideration:

Fireworks

The commercial fireworks display is scheduled take place behind Town Hall on Friday, September 22, 2023, with a rain date of Saturday, September 23, 2023.

Staff recommends MAC Fireworks continue as our provider for 2023 and ask that Council permit the Fire Chief to complete an application to purchase and grant the temporary closure of Dufferin Street to accommodate the fireworks display. Also, we ask that Council authorize the Mayor and Clerk to sign and seal the attached fireworks supply contract.

Street Closures

1. Fall Fair Parade Route
 - a. Staff recommends the same parade route that would have been used in 2022. Follow Main Street from the Drew Nursing Home to Dufferin Street, then turning down Dufferin before ending at the Via Rail Station. The parade, along with the Main Street Mile, will require a street closure beginning at 1:00pm on Saturday, September 23rd.
2. Tent Location
 - a. Closure of Ford Lane to York Street from Friday, September 22nd at 8am to Monday, September 25th at noon to accommodate the tent in the Town-owned parking lot between the Post Office and Goya's Pizza.

Liquor License

Each year alcohol is served in the Fall Fair Tent during the Friday and Saturday night concerts. Staff would like to license the entire tent from 9:00pm until 1:00am. Staff are asking Council for the appropriate approval to apply for a liquor license from the Province of New Brunswick.

Additionally, the Sackville Farmer's Market would like to apply for a liquor license for their Harvest Supper in the Fall Fair Tent on Sunday, September 24, 2023, which requires Council's approval.

Noise Bylaw Exception

Similar to what we have done in the past, staff would like to ask for an 1:00am exception to the noise by-law for the nights of September 22nd and 23rd to accommodate the music in the tent.

Mount Allison University Agreements

Hinchey’s Amusements will be back for Fall Fair again this year. As in previous years, staff require a motion of Council to sign the required agreement with Mount Allison University to allow us to use the field behind the King Street Parking Lot for the event. Additionally, we would like to use the Lansdowne Field with Mount Allison on the Saturday of the Fair to host several activities for families as a replacement to the former Family Day at the Doncaster Farm.

Concert Audio and Lighting

SSI Sound Specialists has been providing the sound and lighting in the Fall Fair Tent for many years and the quality is excellent. We would like to have them provide the service again in 2023. The cost is \$10,263 plus HST

DISCUSSION

All of the items listed above are crucial to the event’s success and staff hope to have the support of Council to move forward with the planning.

LEGISLATION/POLICY

Noise By-Law. Street Closures.

FINANCIAL CONSIDERATIONS

Approximately \$65,000 from the 2023 operational budget.

COMMUNICATIONS/PUBLIC ENGAGEMENT

Social Media, Print Media, Website, Newspapers, etc.

COMMUNITY IMPACT

Very important event for the community that has not been able to happen fully since 2019.

OPTIONS

- a) Approve the motions as presented.
- b) Do not approve the motions as presented.

RECOMMENDATION

Staff recommends that Council approve the motions as presented.

ATTACHMENTS

- Fireworks Supply Contract
- Mount Allison Field Agreement

Subject to the following conditions, Mount Allison University grants to The Town of Sackville the rights to utilize the grassed property west of the King Street parking lot for a Fall Fair midway on Monday, September 18, 2023, through Monday, September 25, 2023, inclusive of both dates. Mount Allison University also grants to the Town of Sackville the rights to utilize the Lansdowne Field property for Fall Fair competitions and activities (could include pony rides, axe-throwing, etc. but not concerts) on Thursday, September 21, 2023, through Monday, September 25, 2023, inclusive of both dates.

The Town of Sackville shall repair any and all damage resulting from the use of Mount Allison University property by anyone entering Mount Allison University property for the purpose of working or participating in these events.

Further, The Town of Sackville shall, without limiting its obligations or liabilities herein and at its own expense, provide and maintain the following insurances with insurers licensed in New Brunswick and in forms and amounts acceptable to Mount Allison University.

Comprehensive General Liability Insurance with a Limit of not less than five million dollars (\$5,000,000) inclusive per occurrence for Bodily Injury and Property Damage including loss of use thereof. Such insurance shall extend to cover The Town of Sackville, its officers, employees, servants, agents, contractors, and volunteers and shall include Mount Allison University, its officers, employees, servants, agents, contractors and volunteers as Additional Insureds with respect to Liability arising out of the use or occupation by The Town of Sackville of the property belonging to Mount Allison University.

Such Comprehensive General Liability Insurance shall contain coverage for Premises and Operations, Products and Completed Operations, Blanket Contractual Liability, Cross Liability, Elevator and Hoist Liability, Contingent Employers Liability, Occurrence Property Damage, Employees and/or Volunteers as Additional Named Insureds, Use of Specialty Licensed or Unlicensed Vehicles (excluding Vehicles owned by Mount Allison University), Broad Form Property Damage and Tenants All Risks Legal Liability subject to a minimum limit of five million dollars (\$5,000,000) to apply to the use and/or occupation by The Town of Sackville of the property belonging to Mount Allison University.

Each party shall indemnify, defend and hold harmless the other party, its parent, subsidiaries and their respective officers, directors, shareholders and employees, from and against all damages, liabilities, actions, causes of action, suits, claims, demands, losses, cost and expenses (including without limitation, reasonable attorney's fees, disbursements and court costs) to the extent arising from or in connection with negligence or willful misconduct of the indemnifying party, its agents, employees, representatives or contractors. The party seeking indemnification under this Section shall provide prompt Written Notice of any third-party claim to the party from whom indemnification is sought ("Indemnifying Party"). The Indemnifying Party shall have the right to assume exclusive control of the defense of such claim or, at the option of the Indemnifying Party in connection with the performance of the Indemnifying Party's obligations under this section.

The Town of Sackville shall provide Mount Allison University with evidence of all required insurance prior to the effective date of the contract. Such evidence of insurance shall be in the form of a Certificate of Insurance. These certificates should be issued by the Insurer or Insurance Broker of The Town of Sackville and must contain the following information:

- 1) Name of Insurance Company and the Binder or Policy Number
- 2) Name and Address of The Town of Sackville
- 3) Policy Period.
- 4) Description of Coverage
- 5) Policy Limits
- 6) Description of Insured Operations and Location(s)
- 7) Signature of Authorized Representative and Date.

If requested by Mount Allison University, The Town of Sackville shall provide certified copies of required insurance policies.

For Mount Allison University:

For the Town of Sackville:

Date: _____

Date: _____

Fireworks Supply Contract

Supplier: MAC Fireworks Inc (Martin Chiasson)

Fireworks Supervisor: Martin Chiasson

Buyer: Tantramar

Event: Sackville Fall Fair

It is understood that the Supplier and the Buyer agree to sign a contract for a firework display to be held on September 22, 2023 in Sackville, New Brunswick at approximately 8:30pm (Rain date September 23, 2023 at approximately 8:30pm).

Both parties agree to the following:

1. The Supplier will provide pyrotechnic devices, firework supervisors, equipment, transport, insurance policy naming the Buyer as co-insured, and all other expenses for the display.
2. The Supplier shall defend, indemnify and save harmless The Town of Sackville its elected officials, officers, employees and agents from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever, including but not limited to bodily injury, sickness, disease or death or to damage to or destruction of tangible property including loss of revenue or incurred expense resulting from disruption of service, arising out of or allegedly attributable to the negligence, acts, errors, omissions, misfeasance, nonfeasance, fraud or willful misconduct of the Supplier, its directors, officers, employees, agents, contractors and subcontractors, or any of them, in regard to the deployment of pyrotechnics devices for which the Supplier is providing. This indemnity shall be in addition to and not in lieu of any insurance to be provided by the Supplier in accordance with this Contract and shall survive this Contract.
3. The Supplier agrees to defend, indemnify and save harmless The Town of Sackville from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever arising out of or related to the Supplier's status with WorkSafe New Brunswick (WSNB). This indemnity shall be in addition to and not in lieu of any proof of WSNB status and compliance to be provided by the Supplier in accordance with this Contract, and shall survive this Contract.
4. The Buyer agrees to provide, at the Buyer's expense, a safe sire to fire the display in accordance with the Supplier. The sire must meet the requirements of the Explosives Branch of the Federal Government. Security measures for crowd control are the responsibility of the Buyer from the arrival to the departure of the Fireworks Supervisors.
5. The Buyer agrees to pay the amount of: seven thousand nine hundred and ninety-nine dollars (\$7999.00) to the Supplier for the Fireworks display, including all federal and provincial taxes. The payment is due September 22, 2023 at 8:30pm (Rain Date September 23, 2023 at 8:30pm).
6. It is agreed that in the case of rain or all other matters, the display can be postponed to a future date but could not in any case be reimbursed to the Buyer. If the display is postponed and the Fireworks Supervisors are informed before leaving the warehouse, not extra charges will be applied. If the Fireworks Supervisors have left the warehouse, and additional 15% of the value of the display will be charged to the Buyer. Postponement Date: September 23, 2023 at 8:30pm.

By signing, both Parties agree to the terms of the contract outlined above.

Supplier:

Buyer:

Martin Chiasson
MAC Fireworks

Tantramar Mayor

Tantramar Clerk

Synopsis: Events Stage

Date: June 8, 2023

Department: Active Living and Culture

DESCRIPTION

The municipality's current events stage needs to be replaced due to health and safety concerns surrounding its deteriorating condition. \$20,000 has been allocated in the 2023 Capital Budget to pay for the replacement.

PROPOSED MOTION

Staff recommend that Council authorize the purchase of an events stage and two trollies for transport at a combined cost of \$16,897.50 plus HST.

To: Mayor and Council
Submitted by: Matt Pryde, Director of Active Living and Culture
Date: June 8, 2023
Subject: Events Stage

PROPOSAL

To purchase a new events stage as per the 2023 Capital Budget.

BACKGROUND

The municipality currently owns an events stage that was built from two farm tractor trailers. The stage is rotting and can be quite wobbly, making it a safety issue for performers. As part of the approved 2023 Capital Budget, \$20,000 was allotted to purchase a new events stage.

After contacting companies for a request for quotes, Intellistage Staging Direct Canada was determined to be the best quality product at the lowest cost at \$14,479.50 plus HST. Two trollies to transport the 16X16 foot stage will cost an additional \$2,418.00 plus HST.

DISCUSSION

Staff would like Council to approve the purchase of from Intellistage Staging Direct Canada if the stage and trollies for the total amount of \$16,897.50 plus HST.

LEGISLATION/POLICY

N/A

FINANCIAL CONSIDERATIONS

\$16,897.50 plus HST from the 2023 Capital Budget

COMMUNICATIONS/PUBLIC ENGAGEMENT

N/A

COMMUNITY IMPACT

Improved event infrastructure for musicians and other performers.

OPTIONS

- a) Approve the motion as presented.
- b) Do not approve the motion as presented.

RECOMMENDATION

Staff recommends that Council approve the purchase of the stage and trollies as presented.

ATTACHMENTS

N/A

Synopsis: Sports Wall of Fame Board of Directors

Date: June 8, 2023

Department: Active Living and Culture

DESCRIPTION

The terms of four members of the Sackville Sports Wall of Fame Board of Directors have either expired or nearing expiration. Staff would like to ask that Chirstine Gilroy and Steve Ridlington have their terms extended to June 30, 2025. Additionally, we would ask that Gregor MacAskill and John Peters have their terms extended for an additional 3 years ending June 30, 2026.

PROPOSED MOTION

Staff recommend that Council approve appointments to the Sackville Sports Wall of Fame Board of Directors as presented.

To: Mayor and Council
Submitted by: Matt Pryde, Director of Active Living and Culture
Date: June 8, 2023
Subject: Sports Wall of Fame Board of Directors

PROPOSAL

Staff are requesting Council to reassign members of the Sackville Sports Wall of Fame Board of Directors.

BACKGROUND

The Sackville Sports Wall of Fame Board of Directors included Christine Gilroy and Steve Ridlington, whose terms expired in 2022; and Gregor MacAskill and John Peters, who will see their terms expire June 30, 2023. All four members have been excellent contributors to the Board and have offered to remain as Board members.

DISCUSSION

Staff would like to ask that Chirstine Gilroy and Steve Ridlington have their terms extended to June 30, 2025. Additionally, we would ask that Gregor MacAskill and John Peters have their terms extended for an additional 3 years ending June 30, 2026.

LEGISLATION/POLICY

Sackville Sports Wall of Fame Governance Guidelines

FINANCIAL CONSIDERATIONS

N/A

COMMUNICATIONS/PUBLIC ENGAGEMENT

N/A

COMMUNITY IMPACT

Maintain consistency on the Board for another term.

OPTIONS

- a) Approve the motion as presented.
- b) Do not approve the motion as presented.

RECOMMENDATION

Staff recommends that Council approve the new term lengths for each of the Sackville Sports Wall of Fame Board of Directors as presented.

ATTACHMENTS

N/A

Synopsis: Climate Change Advisory Committee Member Recommendations

Date: June 8, 2023

Department: Community & Corporate Services

DESCRIPTION

The Town of Sackville created the Climate Change Advisory Committee (CCAC) in October 2021 to embed climate change review and action within Council and staff's decision-making.

The CCAC membership includes a liaison councillor appointed by the Mayor, Town staff appointed by the CAO as non-voting members, and up to 10 members from the community at-large representing local conservation and environmental groups, community stakeholders and the business community with a minimum of one (1) student member.

Three membership positions are vacant and the CCAC is recommending the following new members:

Mikko McGregor Corson (Student)

Dan Matthews (Ward 1)

Sabine Dietz (Ward 4)

PROPOSED MOTION

That Council approve the following as members of the Tantramar Climate Change Advisory Committee:

Mikko McGregor Corson for a two (2) year term beginning June 14, 2023 and ending December 31, 2024;

Dan Matthews for a three (3) year term beginning June 14, 2023 and ending December 31, 2025; and,

Sabine Dietz for a three (3) year term beginning June 14, 2023 and ending December 31, 2025.

To: Mayor and Council
Submitted by: Kieran Miller, Community & Corporate Services
Date: June 8, 2023
Subject: Climate Change Advisory Committee Member Recommendations

PROPOSAL

Present recommendations for Climate Change Advisory Committee membership.

BACKGROUND

The Town of Sackville created the Climate Change Advisory Committee (CCAC) in October 2021 to embed climate change review and action within Council and staff's decision-making.

Advisory committees in the former Town of Sackville operated through the *Procedures and Organization of Council By-law*. This By-law was repealed with the creation of the new entity of Tantramar, and there is currently no formal process for former advisory committees to operate under. Until such time as a decision is made on how to incorporate former advisory committees into the new entity, they will continue to operate under their former terms of reference as standing committees. Liaison councillors were named to the existing committees at the February 14 2023 Regular Council meeting.

DISCUSSION

The CCAC membership includes a liaison councillor appointed by the Mayor, Town staff appointed by the CAO as non-voting members, and up to 10 members from the community at-large representing local conservation and environmental groups, community stakeholders and the business community with a minimum of one (1) student member.

Three membership positions are vacant and the CCAC is recommending the following new members:

Mikko McGregor Corson (Student)
Dan Matthews (Ward 1)
Sabine Dietz (Ward 4)

LEGISLATION/POLICY

Town of Sackville Climate Change Advisory Committee Terms of Reference

FINANCIAL CONSIDERATIONS

N/A

COMMUNICATIONS/PUBLIC ENGAGEMENT

N/A

COMMUNITY IMPACT

Efforts were made to ensure the membership recommendations reflect the new expanded community of Tantramar.

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		

Diversity and expertise in CCAC membership is important for collaboration between the committee, staff and Council. While climate leadership is the main outcome of this report, the overall objective of the CCAC is to move operations towards all the strategic priorities.

OPTIONS

1. Accept the membership recommendations for the CCAC.
2. Do not accept membership recommendations for the CCAC.

RECOMMENDATION

Staff recommends that Council approve the following as members of the Tantramar Climate Change Advisory Committee:

Mikko McGregor Corson for a two (2) year term beginning June 14, 2023 and ending December 31, 2024; Dan Matthews for a three (3) year term beginning June 14, 2023 and ending December 31, 2025; and, Sabine Dietz for a three (3) year term beginning June 14, 2023 and ending December 31, 2025.

A motion will be forwarded to the Regular Council Meeting of June 13, 2023.

ATTACHMENTS

Proposed member biographies

Special Meeting of Council (Sackville) CCAC Membership Report – November 8, 2022

Proposed Member Biographies - Tantramar Climate Change Advisory Committee (May 2023)

Name	Length of Term	Biography
Mikko McGregor Corson	2 years	Mikko McGregor-Corson is an Environmental Studies student at Mount Allison University. They have been an organizer with Divest MTA for two years, work seasonally as an environmental educator at the Cora Hartshorn Arboretum and Bird Sanctuary in Short Hills, New Jersey, and served as a lieutenant governor of Key Club International for a term which focused on environmental community organizing. A passionate activist for environmental justice since a young age, Mikko has developed strong organizational and leadership skills and they intend to pursue intersectional environmental justice and enriching the knowledge base of human ecology throughout their studies.
Dan Matthews	3 years	Dan Matthews has been heavily involved in the Dorchester community for many years, serving with the Dorchester Lions Club, as volunteer driver and board member for the Urban/Rural Rides Program, and helping with Dorchester’s Moving Forward Co-operative and EOS Eco-Energy’s Chignecto Climate Change Collaborative. Dan’s past work with Environment Canada in meteorology, earth sciences, climate change, and severe weather prediction led to a strong interest in citizen science, particularly the Community Collaborative Rain, Hail, and Snow Network which reports daily weather conditions and local emergencies. Dan has also served as the Dorchester Emergency Measures Organization (EMO) coordinator for the past 5 years.
Sabine Dietz	3 years	Dr. Sabine Dietz is Executive Director of CLIMAtlantic, an Atlantic Canada non-profit climate services organization. With a background in conservation biology and action, she has worked as a consultant with governments on adaptation projects over the past 13 years, helping to develop Aster Group Environmental Services Co-op, Beausejour Renewable Energy Co-op, and a foundation. She led the first cost-benefits study of the Chignecto Isthmus dykes, was Executive Director of Cape Jourimain Nature Centre (2005-2010), served on Sackville Town Council (2021-2022), and currently chairs a national conservation organization. Sabine grows vegetables in both summer and winter at her energy-efficient home in Ward 4, and loves back-country hiking, camping, and cross-country skiing.

Richard Elliot – Chair, Tantramar CCAC
Adam Cheeseman – Vice Chair, Tantramar CCAC
May 2023

COUNCIL REPORT FORM

Subject Area: Climate Change Advisory
Committee Membership

Attachments:

BACKGROUND

The Climate Change Advisory Committee (CCAC) was formed in October 2021 during updates to the *Procedures and Organizations of Council By-law*. The purpose of creating the Committee was to embed climate change review and action within Council and staff's decision-making.

The CCAC membership includes a liaison councillor appointed by the Mayor, Town staff appointed by the CAO as non-voting members, and up to 10 members from the community at-large representing local conservation and environmental groups, community stakeholders and the business community with a minimum of one (1) student member.

Membership recommendations were presented to Council in December 2021 with terms starting on January 1st, 2022. Members' terms were staggered between one (1), two (2) and three (3) years to ensure consistency as the Committee was established.

Eric Tusz-King is serving a one-year term which expires on January 1st, 2023. He is offering to remain on the Committee for another year to help with the transition to Tantramar.

Kate Desrochers is serving a two-year term which expires on January 1st, 2024. Kate is the CCAC's student representative and will be graduating in April 2023, at which time her seat will be open.

Tracey Wade is serving a two-year term which expires on January 1st, 2024 but is stepping down from the committee effective December 31st, 2022.

The CCAC discussed membership at the September 26th meeting. Members supported Mr. Tusz-King's re-offer (the CCAC Terms of Reference allow for members to be re-appointed up to three (3) consecutive times) and recommended that they look to recruit a new member in the spring when Ms. Desrochers leaves the CCAC. Ms. Wade stepped down after the September meeting so her term was not discussed, but her resignation has been accepted by the Chair of the CCAC, effective at the end of December 2022. The Committee did discuss the need to reach out beyond Sackville's borders within Tantramar when recruiting for new members in 2023.

Staff recommends that Mr. Tusz-King's term be extended for another year, and that the CCAC look for representation from the new larger Tantramar community for the other two seats in 2023.

CONSIDERATIONS

Legal: N/A

Financial: N/A

Policy: Motion @ the Regular Council Meeting of November 15, 2022

Stakeholders: Mayor, Council, Staff, Residents

Strategic Plan: Governance and Leadership

Interdepartmental Consultation: CAO, Clerk's Office

External Consultations: Climate Change Advisory Committee

Communications: N/A

RECOMMENDATION

Staff recommends that Council approve Eric Tusz-King for an additional 1-year term starting on January 1, 2023 and ending on January 1st, 2024. A motion will be provided at the November 15, 2022 Regular Council meeting.

Respectively Submitted by:

Kieran Miller, Senior Manager of Corporate Projects

Synopsis: Trail Easement – Lorne Street to Bridge Street

Date: June 8, 2023

Department: Community & Corporate Services

DESCRIPTION

The Town of Sackville received an Active Transportation Fund grant in November 2022 to construct trails along the Ducks Unlimited Retention Pond on St. James Street and complete the trail connection between the Lorne Street Retention Pond trail and Bridge Street sidewalk. This would create an important link in our trail network, connecting the Waterfowl Park and Retention Pond trails.

The subject property for the trail connection is owned by Rod Allen Co. Ltd. There is an existing Municipal Services Easement for storm water services on the subject property, and staff are proposing to amend the existing agreement to add a Multi-use Recreational Trail easement.

PROPOSED MOTION

That Council authorize the Mayor and Clerk to sign and seal any necessary documents for the trail easement.

To: Mayor and Council
Submitted by: Kieran Miller, Community & Corporate Services
Date: June 8, 2023
Subject: Trail Easement – Lorne Street to Bridge Street

PROPOSAL

Amend existing Municipal Services Easement to include a Multi-Purpose Recreational Trail Easement.

BACKGROUND

The Town of Sackville received an Active Transportation Fund grant in November 2022 to construct trails along the Ducks Unlimited Retention Pond on St. James Street and complete the trail connection between the Lorne Street Retention Pond trail and Bridge Street sidewalk. This would create an important link in our trail network, connecting the Waterfowl Park and Retention Pond trails.

DISCUSSION

The subject property for the trail connection is owned by Rod Allen Co. Ltd. There is an existing Municipal Services Easement for storm water services on the subject property, and staff are proposing to amend the existing agreement to add a Multi-use Recreational Trail easement. The easement outlines trail construction, maintenance, snow storage and liability.

LEGISLATION/POLICY

N/A

FINANCIAL CONSIDERATIONS

Tantramar to pay the Grantor’s legal fees for this transaction up to a maximum of \$1000.

COMMUNICATIONS/PUBLIC ENGAGEMENT

N/A

COMMUNITY IMPACT

This trail will complete a missing link in our trail network. Residents and visitors can easily and safely connect between the Waterfowl Park and Retention Pond trails.

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

This trail connection will provide valuable community infrastructure for active transportation and help showcase our naturalized stormwater retention pond.

OPTIONS

1. Sign and seal all necessary documents for the trail easement.
2. Do not proceed with trail easement.

RECOMMENDATION

Staff recommends that Council authorize the Mayor and Clerk to sign and seal any necessary documents for the trail easement. A motion will be forwarded to the Regular Council Meeting of June 13, 2023.

ATTACHMENTS

Easement site plan

Lorne Street Easement Agreement

Form 14
EASEMENT

Land Titles Act, S.N.B. 1981, c. L-1.1, s. 24

THIS EASEMENT AGREEMENT made this ____ day of _____, 2023.

Parcel Identifier of Parcel Burdened by Easement: **70403969**

Grantor of Easement **ROD ALLEN CO. LTD.**
1 Squire Street
Sackville, New Brunswick
E4L 4K8

Grantee of Easement **TANTRAMAR**
31C Main Street
Sackville, New Brunswick
E4L 1G6

Description of Easement See Schedule "B" attached hereto
Purposes of Easement See Schedule "B" attached hereto
Diagram of Easement See Schedule "C" attached hereto

The grantor grants to the grantee the described easement over or in the specified parcel for the specified purposes.

IN WITNESS WHEREOF the parties hereto have executed this agreement as of the day and year first above written.

ROD ALLEN CO. LTD.

Per: _____
Name:
Title:

Per: _____
Name:
Title:

[signature of Grantee follows]

TANTRAMAR

Per: _____

Name: Donna Beal

Title: Town Clerk

Per: _____

Name: Andrew Black

Title: Mayor

SCHEDULE "B"

WHEREAS:

- A. Rod Allen Co. Ltd. (the "**Grantor**") is the registered owner of the Lands upon a portion of which Tantramar (the "**Grantee**") has or will construct certain improvements as more particularly described herein; and
- B. The Grantor wishes to enter into this agreement to provide for the creation of certain easements in respect of a portion of the Lands for the benefit the Grantee and its invitees, contractors, employees, agents and assigns.

NOW THEREFORE this Indenture witnesseth that in consideration of the mutual covenants and agreements hereinafter contained and the sum of One Dollar (\$1.00) now paid by each party hereto to the other (the receipt and sufficiency of which is acknowledged), the parties hereby mutually covenant and agree as follows:

ARTICLE 1 - DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement, the following terms shall have the following meanings unless the context shall otherwise require:

- (a) "**Agreement**" shall mean this easement agreement.
- (b) "**Lands**" shall mean the lands identified as being PID 70403969.

1.2 Headings, Divisions and Schedules

The headings of any Article or Section are inserted for convenience only and do not form part of this Agreement. All references in this Agreement to Articles and Sections are to those in this Agreement. The Schedules to this Agreement form a part hereof.

1.3 Nature of Rights

The easements and rights in the nature of easements created in this Agreement are interests in the parts of the Lands burdened thereby.

1.4 Governing Law

This Agreement shall be governed by the laws of the Province of New Brunswick and the laws of Canada applicable therein and shall be treated in all respects as a New Brunswick contract. Each of the parties hereto irrevocably attorns to the jurisdiction of the courts of the Province of New Brunswick.

1.5 Gender and Number

Words importing the singular number only shall include the plural, and vice versa, and words importing the masculine gender shall include the feminine gender and neuter gender, and words importing persons shall include firms and corporations, and vice versa.

1.6 Amendments

No amendment or modification of this Agreement shall be binding unless in writing and signed by the parties.

ARTICLE 2 - EASEMENTS

2.1 Multi-purpose Recreational Trail

- (a) The Grantor on its own behalf and on behalf of its respective successors and assigns, hereby grants to the Grantee and its invitees, contractors,

employees, agents and assigns an easement in, on, over, along, under and through the portions of the Lands identified as Trail Easement on Drawing 70403969-E1 attached as Schedule "C" hereto for the purposes of constructing, maintaining and using a multi-purpose trail (the "**Trail Easement**").

- (b) The Grantor confirms that the Trail Easement may be used for the purposes of constructing, maintaining, inspecting, repairing, altering, removing, replacing or reconstructing a multi-purpose trail.
- (c) The Grantor confirms that the Trail Easement may be used by the contractors, employees, agents and assigns of the Grantee who may enter the Trail Easement and the Lands adjacent thereto with machinery, materials, vehicles and equipment necessary for the aforementioned purposes and the use of the Trail Easement.
- (d) The Grantor confirms that the Grantee will have the right to cut and trim trees on or adjacent to the Trail Easement as may be necessary for the Grantee's purposes.
- (e) The Grantee covenants and agrees to remediate any damage which it causes to the Lands in the course of the work carried out pursuant to the Trail Easement.
- (f) The Grantee covenants and agrees that it will be responsible for maintaining the multi-purpose trail as may be required from time to time, including mowing the grass immediately adjacent to the multi-purpose trail but specifically excluding snow clearing or removal.
- (g) The Grantor shall be allowed to use the Trail Easement for snow storage.
- (h) No motor vehicles, other than those of the Grantee or its agents, contractors or assigns that are required for the construction or maintenance of the Trail Easement, trail and any appurtenances thereon, shall be permitted on the Lands or the Trail Easement.
- (i) The Grantee will not provide winter maintenance for the identified section of the trail (Willow Lane to Bridge Street) on Drawing No. 70403969-E1 attached as Schedule "C", which may be used for snow storage by the Grantor.

2.2 Municipal Services Easement

- (a) The Grantor on its own behalf and on behalf of its respective successors and assigns, hereby grants to the Grantee and its invitees, contractors, employees, agents and assigns an easement in, on, over, along, under and through the portions of the Lands identified as Trail Easement on Drawing 70403969-E1 attached as Schedule "C" hereto for the purposes of constructing, maintaining, inspecting, repairing, altering, removing, replacing or reconstructing a drainage ditch, storm sewer outfalls, underground municipal utilities and ancillary improvements thereto (the "**Municipal Services Easement**" and together with the Trail Easement, the "**Easements**").
- (b) The Grantee covenants and agrees to remediate any damage which it causes to the Lands in the course of the work carried out pursuant to the Municipal Services Easement.

2.3 Confirmation of Easements

The easements created, acknowledged and confirmed in Subsection 2.1 and 2.2 hereof shall exist by virtue of this Agreement without the necessity of confirmation by any other document, but the Grantor will, at the request of the Grantee and the submitting by the Grantee of the appropriate documents in a form suitable for registration, execute and acknowledge such documents giving further assurances of such easements.

ARTICLE 3 – MISCELLANEOUS

3.1 Illegality

If any provision of this Agreement or its application to a person or circumstance is, to any extent, invalid, illegal, or unenforceable, it shall be considered separate and severable from this Agreement, and the remaining provisions of this Agreement or the application of the provisions to persons or circumstances other than those as to which it is invalid, illegal, or unenforceable shall remain in full force as though such invalid, illegal, or unenforceable provision or application had never been included.

3.2 Successors and Assigns

This Agreement shall enure to the benefit of and be binding upon the Grantor and its successors and assigns.

3.3 Counterparts

This Agreement may be signed and transmitted in counterparts bearing original or facsimile or other electronic signatures and each such counterpart when taken together shall constitute one and the same Agreement.

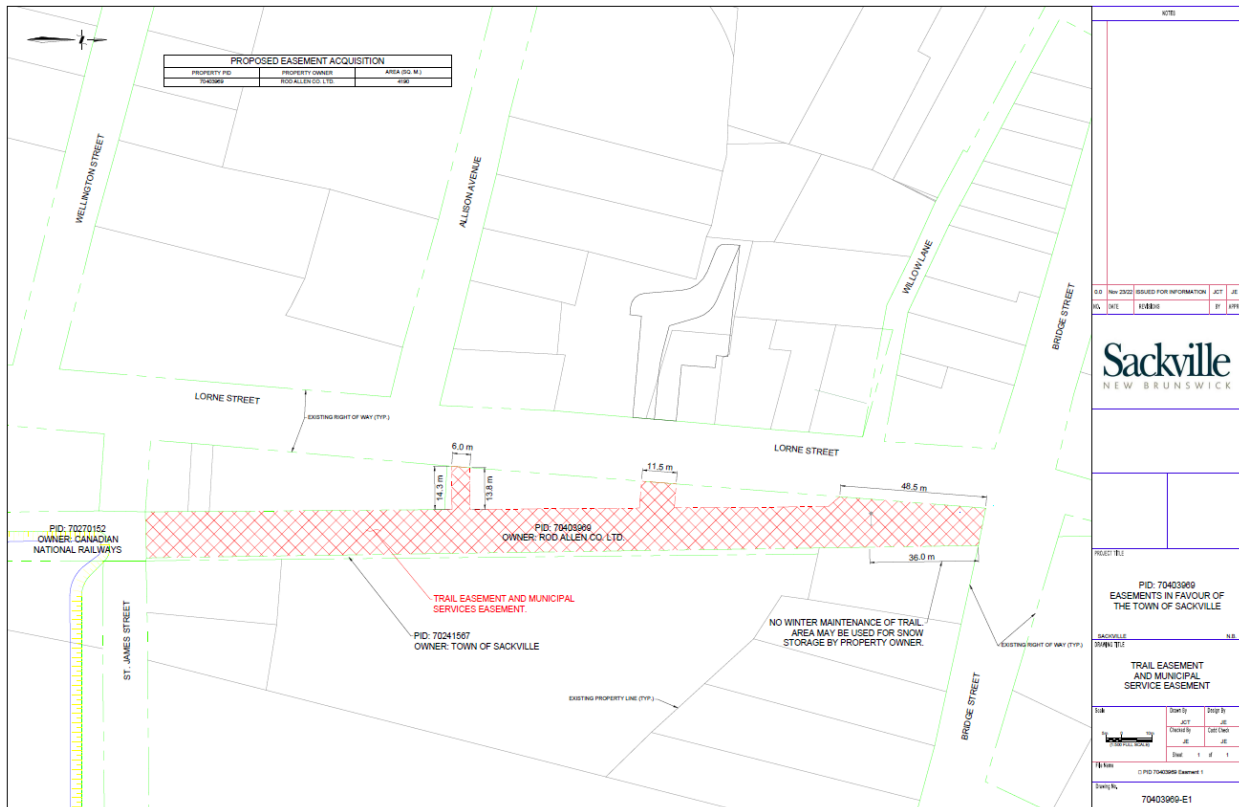
SCHEDULE “C”

[See attached sketch]

[Attach Affidavits of Execution]



1. Proposed trail connection Lorne Street to Bridge Street



2. Trail Easement and Municipal Services Easement Plan

Synopsis: Unidirectional Flushing - Sackville

Date: June 8, 2023

Department: Engineering and Public Works

DESCRIPTION

Unidirectional flushing (UDF) is conducted annually for the Sackville water system (63 km of pipe) to clean the interior of the pipes for capacity purposes.

The UDF has been conducted for 2023 with the invoice pending.

The five-year service contract is up for renewal in 2023 with the option of renewing for one year or five years as follows:

The proposed contract in 2023 is either as follows:

Extension for one year	\$19,492.00
Extension for five years	\$18,345.00/year
Updating of database and reprinting of books	\$1,365.00/year.

The five-year extension represents a 5% rate increase. That is less than a 1% increase per year.

The total cost for the five-year contract would be \$98,550.00 plus HST.

Aqua Data Atlantic have provided good service and Tantramar is satisfied with continuing with Aqua Data Atlantic.

PROPOSED MOTION

That Council approve a five-year service contract with Aqua Data Atlantic for unidirectional flushing of the Sackville water system at an annual cost of \$19,705.00 plus HST or a total over five years of \$98,550.00 plus HST.

To: Mayor and Council
Submitted by: Jon Eppell, Director of Engineering and Public Works
Date: June 8, 2023
Subject: Unidirectional Flushing - Sackville

PROPOSAL

Present unidirectional flushing (UDF) program cost proposal with option of one year or five years.

BACKGROUND

The Sackville water system consists of about 63 km of watermain pipe. Over time there is build-up inside the pipes that constricts the clear diameter of the pipe reducing the flow capacity. Annual UDF reduces the build-up and maintains the system capacity. The water system computer hydraulic model is adjusted to incorporate changes to the pipe network and design the sequences required for effective UDF.

DISCUSSION

UDF is normally conducted annually for the Sackville water system. It is common for water utilities to conduct annual UDF and is considered a best practice.

LEGISLATION/POLICY

N/A

FINANCIAL CONSIDERATIONS

UDF is included in the Sackville Water Utility budget.

There was an agreement in 2018 for five years at \$17,472/year plus \$1,300/year for database and reprinting of sequences. The agreement expired in 2022.

The proposed contract in 2023 is either as follows:

Extension for one year	\$19,492.00
Extension for five years	\$18,345.00/year
Updating of database and reprinting of books	\$1,365.00/year.

The five-year extension represents a 5% rate increase. That is less than a 1% increase per year.

CLIMATE CHANGE IMPLICATIONS

The UDF program consumes treated water which is discharged through hydrants to the surface. The discharge flow is directed to the stormwater collection system. The discharge is directed to avoid erosion and traffic. There are no climate change implications.

COMMUNICATIONS/PUBLIC ENGAGEMENT

information is posted to the web site advising of the UDF program and the potential for discoloured water. Front desk personnel and advised to expect calls from the public.

COMMUNITY IMPACT

While the UDF flushes the debris accumulated on pipe walls it also results in discoloured water which is largely discharged to the stormwater collection system. It is possible that users could experience some discoloured water if they are in the area where UDF is being actively conducted. The duration of discoloured water should be less than an hour in duration. The discoloured is an aesthetic concern but is not a concern for drinking water.

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

The methodology has not changed from 2022 therefore there is no change in the climate lens.

OPTIONS

- a) Extend contract for one year.
- b) Extend contract for five years. Offers the best value and is preferred.

RECOMMENDATION

Staff recommends that a motion be brought forward at the June 13, 2023 Regular Council meeting to approve a five-year extension of the contract with Aqua Data Atlantic.

ATTACHMENTS

Aqua Data Atlantic April 25, 2023 letter proposal.

Town of Sackville
Sackville, NB

April 25, 2023

Attn: Jon Epell
Director of Engineering

Re: Unidirectional Flushing

Hi Jon,

Aqua Data Atlantic is pleased to provide this letter of pricing for the extension of the uni-directional flushing contract for the water distribution piping in the Town of Sackville.

The following price includes; one (1) Aqua Data technicians with equipment & all expenses to execute the flushing sequences. All flushing data and results will be compiled and provided in a bound final report as well as electronic PDF's:

Aqua Data Atlantic is pleased to offer the following pricing for extension of the contract. HST is extra.

Extension of contract for 1 year only.....\$19,492.00

Extension of contract for 5 years.....\$18,345.00/yr

Updating of database and reprinting of books yearly.....\$1365.00/yr

*Note: We had to add a slight increase to the pricing due to the rising costs.

Pricing is based on a 8:00am to 8:00pm workday, Monday through Thursday and 8:00am to 4:00pm Friday.

The above prices are quoted with the understanding that the Town of Sackville will provide the following support as part of the unidirectional flushing program:

- The Town is required to supply one technician and vehicle to aid in the full execution of the UDF program.
- The City may be required to clean out valve boxes in order for Aqua Data to access and operate valves.
- The City is responsible for notices and announcements to the public advising them of unidirectional flushing.

If the flushing crew is stopped or delayed for an extended period of time, due to a lack of this support, a \$100.00/hr charge may be applied.

Tom Cameron
President / CEO
Aqua Data Atlantic

✚ **UDF Flushing
preparation & execution**

✚ **Hydraulic Model
preparation & validation**

✚ **Hazen-Williams
coefficient
measurements**

✚ **Flow-Pressure and Fire
Flow Tests**

✚ **Leak detection on all
pipe types**

✚ **Water main valves &
hydrant inspections &
diagnosis**

✚ **Aqua Zoom Storm &
Sewer inspections**

✚ **Master Plans of water &
Wastewater distribution
systems**

✚ **AquaCad Suite Software
sales**

✚ **Training on all of the
above**

Unit #9, 50 Thornhill Dr.,
Dartmouth, N.S.
B3B 1S1

Cell: (902) 499-1965
Ph: (902) 468-9447
Fax: (902) 468-2090

tom@scotiatech.ca

Synopsis: Resolution appointment of Student By-Law Officers for Tantramar

Date: June 13, 2023

Department: Protective Services/Finance

DESCRIPTION

Pursuant to the Local Governance Act we are required to pass a resolution appointing our By-Law Officers so that they can issue tickets and enforce by-laws. Each year we require resolutions to authorize the students to enforce the By-Laws of the organization. This authorization will remain while they are employed and each year we must specifically name the students by name within the motion.

PROPOSED MOTION

That Council approve the appointment of the students as By-Law Officers for the entire Municipality of Tantramar. Names to be confirmed within the motion at the meeting as they are scheduled to report to work on June 12, 2023.

To: Mayor and Council
Submitted by: Michael Beal, Director of Financial Services
Date: June 13, 2023
Subject: Student By-Law Officer Appointment

PROPOSAL

Authorize the Student By-Law Officers to enforce By-Laws for Tantramar

BACKGROUND

Each year the Municipality hires by-law students to help with summer enforcement. The students assist our one full time by-law officer in enforcing our main by-laws for example Street Traffic By-Law (2 hour parking, illegal parking), Parks By-Law (no overnight in parks) and others. They do not get involved in the high level by-laws that require a lot of time and work for example dangerous and unsightly.

DISCUSSION

- By-Law Officers need to be appointed by the Local Government.
- All sections are listed within the motion from the Local Governance Act, Police Act and other acts for which they may need these enforcement powers.
- If tickets are issued and disputed the Clerk will provide a certified resolution showing this appointment that they can present at court if required
- At this time we have 3 students who are scheduled to begin work on June 12, 2023
- Until a resolution is passed they are unable to issue tickets.

LEGISLATION/POLICY

By-Law Enforcement Powers

FINANCIAL CONSIDERATIONS

Student officers budgeted within 2023 Budget for Tantramar

COMMUNICATIONS/PUBLIC ENGAGEMENT

Will engage with the entire region of Tantramar.

COMMUNITY IMPACT

Enforcement of all By-Laws within Tantramar based on what current by-laws are in effect for certain areas of Tantramar.

OPTIONS

N/A

RECOMMENDATION

Staff recommend the resolution be passed authorizing the student by-law officers be appointed as By-Law Officers for Tantramar so that they can enforce the current by-laws in existence within the areas of Tantramar.

ATTACHMENTS

N/A

Synopsis: Tender TAN-2023-04 Street Asphalt Patching

Date: June 6, 2023

Department: Engineering and Public Works

DESCRIPTION

The Engineering and Public Works department presented that the tender had been issued for Tender TAN-2023-04 Street Asphalt Patching.

The tender closed on June 6, 2023 with four tenders submitted. The lowest tenderer is Dexter Construction Limited at \$319,200.00 plus HST.

Dexter's tender was found to be in order but exceeds the construction budget of \$306,000 plus HST.

A reduced scope was agreed with Dexter Construction to fit within the construction budget. It will result in the reduction in asphalt from 630 tonnes to 606 tonnes.

PROPOSED MOTION

That Council approve award of Tender TAN-2023-04 Street Asphalt Patching to Dexter Construction Company Limited in the reduced tender amount of \$306,000.00 plus HST.

To: Mayor and Council
Submitted by: Jon Eppell, Director of Engineering and Public Works
Date: June 8, 2023
Subject: Street Asphalt Patching – Tender TAN-2023-04

PROPOSAL

Present tender results for project with recommendation for approval.

BACKGROUND

Freeze thaw cycles coupled with vehicle loadings causes significant damage to pavements. Annually patching of potholes and other deterioration are required. These are interim measures to extend the life of a pavement.

DISCUSSION

The patching program will be on many streets in Dorchester and Sackville. The focus will be on the busier routes.

The particular areas and methods to be used will be defined by Engineering.

There are four approaches that will be used for patching: skim patch feathered into existing, skim patch with cold milling at edges to blend into existing, cold milling and pave patch area, excavate asphalt and place asphalt. The patching program will include infill patch in areas where asphalt had to be removed for utility work and a temporary gravel surface is in place.

There were six tender packages taken out with the following four submissions on June 6, 2023:

Tenderer	Tender Amount (excl. HST)
Birch Hill Construction	\$331,920.00
Dexter Construction Limited (Costin Paving)	\$319,200.00
MacDonald Paving and Construction	\$386,750.00
Modern Construction	\$358,550.00

The lowest tenderer is Dexter Construction Limited at \$319,200.00 plus HST. The tender is in order.

LEGISLATION/POLICY

N/A

FINANCIAL CONSIDERATIONS

The 2023 budget for Patching is \$16,000 Dorchester (General Budget) and \$290,000 Sackville (General and Utility), plus HST.

The lowest tenderer is Dexter Construction Limited at \$319,200.00 plus HST, which exceeds the available budget.

The budget constraint was discussed with Dexter Construction after tenders closed and it was agreed that the scope would be reduced to fit the project within the budget. This would be a reduction from 630 T to 606 T of asphalt.

CLIMATE CHANGE IMPLICATIONS

N/A

COMMUNICATIONS/PUBLIC ENGAGEMENT

Patching work is conducted with temporary workplace traffic control in place, including signs, cones and flaggers, as appropriate. Because the work is widespread, relatively small and short duration in any one location, it is not possible to provide directed communications to the public. Front desk personnel are advised to expect calls from the public.

COMMUNITY IMPACT

Some traffic disruption and delays should be expected on streets where there is active work.

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

The methodology has not changed from 2022 therefore there is no change in the climate lens.

OPTIONS

N/A

RECOMMENDATION

It is recommended that the reduced scope tender be awarded to Dexter Construction Limited at \$306,000.00 plus HST.

ATTACHMENTS

N/A

Synopsis: 2023-34 Environmental Trust Fund

Date: June 8, 2023

Department: Community & Corporate Services

DESCRIPTION

The Environmental Trust Fund (ETF) provides assistance for action-oriented projects aimed at protecting, preserving and enhancing New Brunswick's natural environment. Town of Sackville staff submitted an application in November 2020 for the project "*Taking Municipal Action on Climate Change Adaptation and Mitigation in Sackville*". The project sought funding for a two-year pilot project for a climate change coordinator position in partnership with EOS Eco Energy. After being successful in securing funding for the past two years, staff applied for funding to continue the position for a third year. Tantrammar received confirmation of funding in the amount of \$35,000 on May 19 and the letter of offer on May 30.

PROPOSED MOTION

That Council authorize the Mayor and Clerk to sign and seal any necessary documents for the ETF grant and that Tantrammar partner with EOS Eco-Energy on managing the position.

To: Mayor and Council
Submitted by: Kieran Miller, Community & Corporate Services
Date: June 8, 2023
Subject: 2023-24 Environmental Trust Fund

PROPOSAL

2023-34 Environmental Trust Fund grant for year three (3) of project *“Taking Municipal Action on Climate Change Adaptation and Mitigation in Sackville”*.

BACKGROUND

The Environmental Trust Fund (ETF) provides assistance for action-oriented projects aimed at protecting, preserving and enhancing New Brunswick’s natural environment. Town of Sackville staff submitted an application in November 2020 for the project *“Taking Municipal Action on Climate Change Adaptation and Mitigation in Sackville”*. The project sought funding for a two-year pilot project for a climate change coordinator position in partnership with EOS Eco Energy.

DISCUSSION

After being successful in securing funding for the past two years, staff applied for funding to continue the position for a third year. Tantramar received confirmation of funding in the amount of \$35,000 on May 19 and the letter of offer on May 30.

LEGISLATION/POLICY

N/A

FINANCIAL CONSIDERATIONS

\$35,000 ETF grant

COMMUNICATIONS/PUBLIC ENGAGEMENT

N/A

COMMUNITY IMPACT

The climate change coordinator role helps connect climate change action between the municipality and community.

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		

Having a dedicated climate change coordinator position allows the municipality to focus on climate initiatives and embed a climate lens within municipal operations.

OPTIONS

1. Sign the ETF letter of offer.
2. Don't sign the ETF letter of offer.

RECOMMENDATION

Staff recommends that Council authorize the Mayor and Clerk to sign and seal any necessary documents for the ETF grant in the amount of \$35,000 and for Tantramar to partner with EOS Eco-Energy on managing the position. A motion will be forwarded to the Regular Council Meeting of June 13, 2023.

ATTACHMENTS

ETF Letter of Offer



May 22, 2023

**Brittany A Cormier
31C Main Street
Sackville, NB E4L 1G6**

**Subject: Environmental Trust Fund Letter of Offer
Project Title: Coordinating Municipal Climate Action in Tantramar
Project No.: 230220
Recipient: Town of Sackville
Award Amount:\$ 35,000**

I am pleased to extend this letter of offer to you for the above-mentioned project. The goals of this project are consistent with the Environmental Trust Fund (ETF) Priority Areas and as such will contribute to important environmental objectives. Designated staff within the Department of Environment and Local Government (ELG) will be following the project to ensure that the proposed project outcomes are achieved.

With respect to your application to the Environmental Trust Fund (ETF), an offer of financial assistance is hereby authorized by the Department of Environment and Local Government, hereafter referred to as the "Department" for the project herein contained subject to the following conditions.

For the purposes of this project, the project expenses and criteria are as follows:

Eligible Project Expenses and Criteria:

- must submit a revised budget as per the attached form for approval
- must contact the Climate Change Secretariat at the onset of the project to establish clear climate change action items for the duration of the project
- must work closely with Department staff - Prativa Pradhan

Ineligible Project Expenses:

In addition to the foregoing, this offer is subject to the following terms and conditions:

1. This offer is governed by the laws of the Province of New Brunswick.
2. No contributions shall be made by the Department from the ETF with respect to any costs incurred other than the eligible project costs. The Department may approve eligible costs other than those set out above, but no costs except those specifically approved in writing by the Department will be considered eligible project costs for the purposes of this offer. The total Environmental Trust Fund contribution to the project will not exceed the original Environmental Trust Fund award.
3. No changes shall be made in the scope, specifications and budget of the project without written consent from the Department.
4. If this project has Priority Area Measures, the attached form must be returned with the signed Letter of Offer. Financial claims will not be processed until the Priority Area Measures for this project have been submitted and approved by the Department.
5. A mandatory interim progress report is to be submitted to **etf-ffe@gnb.ca** by **October 31st 2023**. All financial claims received after this date will not be processed until the interim progress report has been received.
6. Financial claims requesting re-imbusement for expenditures may be submitted as required. Each financial claim must be submitted using the claim portal at the following website: <https://www.elgegl.gnb.ca/ETF-FFE/en/Application/Index>. Copies of invoices and proof of payment, such as cancelled cheques or bank statements, must be attached in PDF format.
7. A 10% holdback of project funding will be applied until the final report, Priority Area Measures (if applicable) and all financial back-up, including proof of expenditures, have been received by the Department. Expenses incurred after **March 31, 2024** will not be reimbursed.
8. The final financial claim must be received by the Department no later than **March 17, 2024**.
9. A final report must be provided to **etf-ffe@gnb.ca** by **March 1, 2024**. The report must include a description of the project, how it was carried out, project outcomes and Priority Area Measure(s) delivered.
10. Any written material developed and printed for public distribution that promotes responsible environmental activities that may have regulatory requirements must be reviewed by the Department prior to publication.

11. In the event of an intentional breach of any of the terms and conditions of this Letter of Offer by the Recipient, no further contributions shall be made by the Department and all previous payments shall be returned to the Department within 30 days of written notification to that effect.
12. The New Brunswick Wordmark and the slogan “Your Environmental Trust Fund at Work” shall be displayed in a prominent location on all documents, signage and other printed media related to the project. The logo can be found at: http://www2.gnb.ca/content/gnb/en/departments/government_services/wordmark_guidelines.html or phone: (506) 457-4947.
13. The project site shall be accessible to Departmental staff on a continuing basis. Project records shall be made available to the Department for the purposes of auditing the financial records at a time mutually agreed upon. All records must be retained for audit purposes for a period of seven years following final payment on the project.
14. The Recipient must receive prior approval for any public announcement concerning the project, from the Department of Environment and Local Government.
15. The Recipient will at all times indemnify and save harmless New Brunswick, its officers, servants, employees, or agents, from and against all actions, whether in contract, tort or otherwise, claims and demands, losses, costs, damages, suits or other proceedings by whomsoever brought or prosecuted in any manner based upon or occasioned by any injury to persons, damage to or loss or destruction of property, economic loss or infringement of rights caused by, in connection with or arising directly or indirectly from this contract, or a project, except to the extent to which such actions, claims, demands, losses, costs, damages, suits or other proceedings relate to the negligence or breach of this Agreement by an officer, servant, employee or agent of New Brunswick in the performance of his or her duties.
16. This offer is to remain open until **August 31, 2023**. To indicate your acceptance, please return this Letter of Offer, signed by an authorized person to Lévis Thériault, Department of Environment and Local Government, PO Box 6000, Fredericton, NB E3B 5H1. It is important to note that any form of conditional acceptance of this offer renders the offer null and void.

17. Is your organization eligible to receive an HST rebate from the Canadian Revenue Agency?
Yes_____ If yes, recoverable HST percentage:_____ No_____



René Boudreau, Assistant Deputy Minister
Department of Environment and Local Government

This offer accepted this _____ day of _____ (month) _____ (year)

Signature of Recipient

Name and title of Recipient (please print)

Signature of witness

Name and title of witness (please print)

Synopsis: Text Amendment of the Sackville Zoning By-Law - Drive Thrus in Highway Commercial Zones

Date: June 8, 2023

Department: Plan360

DESCRIPTION

A preliminary report on a text amendment request to the Sackville Zoning By-Law for Highway Commercial Zones to include drive thrus was provided to Council at the Committee of the Whole Meeting of May 23, 2023, following an application from a property owner on Mallard Drive.

PROPOSED MOTION

That Council consider a resolution to start the process of public engagement to consider the text amendment.



PRELIMINARY STAFF REPORT

Subject : Text amendment to the Highway Commercial requirements to permit drive thrus

File Number : 23-0473

Meeting Date: June 13, 2023

From : Lori Bickford, Planner

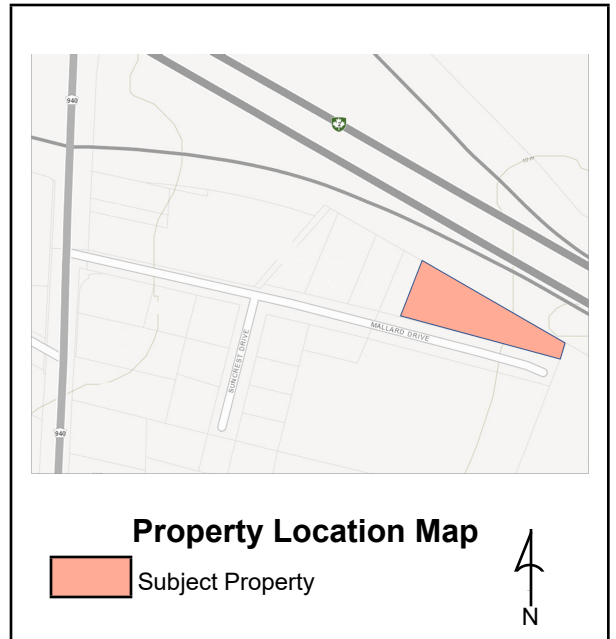
GENERAL INFORMATION

Applicant: 734163 NB Inc. c/o Rashid Tufail

Landowner: same

Proposal: To permit drive thru restaurants in the Highway Commercial zone.

As this is a text amendment, it would apply to all properties zoned Highway Commercial.



SITE INFORMATION

Location: Mallard Drive, Town of Sackville

PID: 70406426

Lot Size: 3000 sq m (~0.74 acres)

Current Use: Restaurant (vacant)

Zoning: Highway Commercial

Future Land

Use: Highway Commercial

Surrounding

Use & Zoning: Highway commercial, institutional, low density residential and high density residential

Municipal Servicing: Full municipal services are available

Access/Egress: Mallard Drive

Background:

The Town of Sackville created a Highway Development Area at exit 504 (Main Street exit) in 1994. When the Highway Commercial area was originally introduced, all development was subject to a development agreement through a rezoning process. Development of several businesses in this area occurred through development agreements including McDonalds, Esso, Irving and Tim Hortons. Within these agreements the McDonalds and Tim Hortons agreements include drive thrus as part of their development.

When the Zoning By-law was reviewed in 2001 drive thru restaurants were removed from the definition of restaurants due to congestion issues which were occurring around the Highway Commercial Area. As well, during the 2001 review the By-law was further amended to include Highway Commercial zoning on the properties located at exit 506 (Cattail Ridge Exit). Municipal Plan and Zoning By-law reviews in 2008 and 2016 continued to prohibit drive thrus due to concerns of traffic congestion and increased emissions generated through vehicles idling through drive thru's.

In 2016 an application was made to add drive thrus to the Highway Commercial zone. Council considered the amendment, but approve the addition of drive thrus to the Highway Commercial zone.

On April 25th, 2023 staff received an application from the property owner of the former Pizza Delight building on Mallard Drive, to amend the Zoning By-law to allow drive thru restaurants in the Highway Commercial zone. He has indicated that a number of franchise restaurants have expressed interest in his building, but lost interest when they were told that a drive thru was not permitted.

Council Action:

A resolution will be presented to Council at the regular Council meeting in June where Council may choose to:

- 1.) pass the resolution to start the process of public engagement if they wish to consider the text amendment to allow drive thru restaurants in the Highway Commercial Zone, or
- 2.) if Council does not wish to entertain the change to allow drive thru restaurants in the Highway Commercial zone, the resolution may be denied.

Synopsis: By-Law No. 2023-07, A By-Law Respecting Buildings within Tantramar

Date: June 8, 2023

Department: Plan 360

DESCRIPTION

Planning Manager Lori Bickford brought forward By-Law No. 2023-07, A By-Law Respecting Buildings within Tantramar. With the transition to Tantramar, By-Laws will need to be reviewed and created to reflect the changes within the new Municipality.

PROPOSED MOTION

That Council consider giving second reading section by section and third and final reading of By-Law No. 2023-07 A By-Law Respecting Buildings within Tantramar.



Municipal Building By-laws March 13th, 2023

Background

In 2020, the Province adopted the *Building Code Administration Act* under the Department of Justice and Public Safety. In doing so, the *Community Planning Act* was amended to remove reference to building by-laws and building permits as they were now under the Act and Provincial department. The legislation allowed for a transition period to allow the former building by-laws under the *Community Planning Act* to remain in place until the new by-laws were prepared. Municipal reform also aligned with the timing to adopt revised building by-laws. Now that the new entities are in place, the building by-laws need to be revised.

Discussion

Recognizing that all new municipal entities will need to adopt new building by-laws, Plan360 staff requested that our legal representatives prepare a draft building by-law for municipalities in the Southeast. The goal of the draft by-law is to encourage a standardized approach throughout the municipalities which receive building inspection services from the SERSC.

Generally, previous building by-laws varied in the fees charged for building permits. When the Province adopted the general building regulation (covering building permits in the unincorporated areas) in 2021, they set the building permit fee at \$25 + \$5 per \$1,000 of construction value. Sackville had set the building permit fees at \$25 + \$5 per \$1000 for residential (low density) construction and all other at \$25 + \$7.50 per \$1000 for all other construction (ie. Commercial, institutional, high density).

Staff recommend Municipalities keep this as the minimum fee for a building permit application.

It should be noted that the City of Moncton has set their calculation for building permits at \$8 per \$1,000. Staff feel this rate is more reflective of the actual work associated with permits and inspections. It is also staffs



Main Office
1234, rue Main Street,
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Moncton, NB, E1C 1H7
Tel: 506-382-5386

Beaubassin Office
815A, rue Bombardier Street
Shediac, NB, E4P 1H9
Tel: 506-533-3637

Tantramar Office
112C, rue Main Street
Sackville, NB, E4L 0C3
Tel: 506-364-4701

Riverview Office
Operations Centre
300, rue Robertson Street
Riverview, NB, E1B 0T8
Tel: 506-382-3574



experience that the rate of the permit does not affect the decision of where a client chooses to build.

Staff encourage Municipalities who want to modify the fees from this draft template to contact staff, who would be happy to assist in preparing wording to accommodate additional charges based on use or modifications.

Process

The *Building Code Administration Act* references that section 15 of the *Local Governance Act* applies to the adoption of the building by-law (3 readings etc.). As well, once section 15 is complied with, the *Act* requires that section 112(1)(b) of the *Community Planning Act* must be complied with. Therefore, the by-law is required to be registered in the registry office once council has adopted the by-law.

Plan360 Resource person

Lori Bickford, Planning Manager/Planner



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BY-LAW NO. 2023-07 A BY-LAW RESPECTING BUILDINGS WITHIN TANTRAMAR

BE IT ENACTED by Tantrammar under the authority vested in it by the *Building Code Administration Act*, SNB 2020, c 8, the *Community Planning Act*, S.N.B. 2017, c. 19 and the *Local Governance Act*, S.N.B., 2017, c. 18 as follows:

1. Definitions

In this By-Law:

“accessory building” means a building located on the same lot as the main building to which it is accessory and which has a use that is naturally or customarily incidental or complementary to the main use of the land or building but does not include a building designed for public congregation.

“Act” means the *Building Code Administration Act*, SNB 2020, c 8, or any amendment thereto.

“building” means a building as defined in the Code.

“building inspector” means

(a) a person who has the primary responsibility to a regional service commission for the enforcement of local government by-laws or other provincial laws with respect to building and construction within the region, and

(b) a building inspector, or a person who has the primary responsibility for the enforcement of by-laws or other laws with respect to building and construction, appointed under the *Local Governance Act*.

“Code” means the *National Building Code* adopted by reference in the regulations, and includes all revisions, errata and corrections to errata issued from time to time.

“construct” means to do anything in the erection, installation, extension or material alteration or repair of a building and includes the installation of a building unit fabricated or moved from elsewhere.

“constructor” means a person constructing a building, and includes a contractor and subcontractor.

“demolish” means to do anything in the removal of a building or a material part of a building.

“development officer” means a development officer as defined in the *Community Planning Act*.

“National Energy Code” means the *National Energy Code of Canada for Buildings*, adopted by reference in the regulations, and includes all revisions, errata and corrections to errata issued from time to time.

“owner” means a person who holds title to real property and includes a person who has entered into an agreement to purchase the real property.

“regulations” means the *General Regulation – Building Code Administration Act*.

“work” means to construct or to demolish a building or a material part of a building.

2. Adoption of Code

2.1 For the purposes of this by-law, the Code is adopted.

2.2 For the purposes of this by-law, the National Energy Code is adopted.

3. Prohibitions

3.1 A person shall not undertake or continue any work unless:

- (1) A permit has been issued under this by-law; and
- (2) The work conforms with
 - (a) In the case of construction, the Code and the National Energy Code;
 - (b) The standards prescribed by this by-law;
 - (c) The terms and conditions of the permit issued pursuant to this by-law;
 - (d) The description of the construction work contained in the permit; and
 - (e) Any plans approved by the building inspector.

4. Non Material work

4.1 The following work shall not be considered material and shall be exempted from the requirements of obtaining a permit:

- (1) for all buildings:
 - (a) maintenance of heating equipment, ventilation or electrical equipment, provided such maintenance does not affect fire separations or fire dampers,

- (b) interior or exterior painting,
 - (c) replacement of baseboards and window casings,
 - (d) replacement of flooring,
 - (e) replacement of built in furniture,
- (2) for buildings containing only a single or two unit dwelling and associated accessory buildings:
- (a) re-roofing, up to 25% of roof sheathing replacement,
 - (b) changing doors, provided they are in the same type, location and size;
 - (c) replacing exterior deck flooring where such repairs are the same type and configuration as that being repaired,
 - (d) plaster and drywall repairs not within a fire separation,
 - (e) wallpaper installation,
 - (f) installation of gutters or downspouts,
 - (g) installation of storm doors and shutters,
 - (h) refacing or replacement of kitchen cabinets,
 - (i) repairing or reinstalling cosmetic interior trim, or
 - (j) replacement of fascia board and soffit, and
- (3) any buildings listed under section 5 of Regulation 2021-2 under the Act that are exempt from application of the Act, Regulation 2021-2 and the Code.

5. Application Process

- 5.1 An owner or a person acting on behalf of the owner seeking to obtain a permit for any work as required under this by-law shall make an application in writing to the building inspector and shall pay the fees required by this by-law, at the time of making the application.

Building Permit Application

- 5.2 The building permit application shall include the fee referred to at section 7 and contain the following information:

- (1) The name, telephone number, civic address and email address of;

- (a) The owner or a person acting on behalf of the owner, as the case may be;
 - (b) All constructors, architects, engineers or designers that will perform work with respect to the building permit;
 - (c) All inspection or testing agencies engaged to monitor the work or part of the work;
- (2) The location of the property where the work will be performed, including the civic number, street name and property identification number(PID);
 - (3) A detailed description of the scope of the work to be performed;
 - (4) The approximative cost of the proposed work;
 - (5) A description of the intended use of the building or structure;
 - (6) A copy of the specifications and legible scale drawings of the site and building or structure with respect to the proposed work to be carried out and any other related document required by the building inspector; and
 - (7) A description of any building system, material or appliance.

Demolition Permit Application

5.3 A demolition permit application shall include the fee referred to at section 7 and contain the following information:

- (1) The location of the property where the work will be performed, including the civic number, street name, lot number and property identification number;
- (2) A detailed description of the scope of the work to be performed; and
- (3) An application for a demolition permit shall include the provincially approved location where any demolition debris will be disposed.

Change of Use Permit

5.4 A person shall not:

- (1) Change the use of a building or part of a building with respect to the occupancy classification of the Code; or
- (2) Allow the change of use of a building or part of a building with respect to the occupancy classification of the Code;

Without first obtaining a building permit.

Special Application Requirements for Commercial Projects

5.5 Work described in this section shall be designed and reviewed during construction by an architect, engineer, or interior designer as required by the scope of work, authorized and registered to practice in New Brunswick:

- (1) New constructions and additions, including mezzanine additions and floor infills, of buildings which;
 - (a) exceeds 600m² in building area or exceeds 3 stories in building height, or
 - (b) is used for Group A - Assembly, Group B - Institutional, Group F Division 1 - High Hazard Industrial occupancies.
- (2) Renovations to suites which:
 - (a) exceeds 600 m² in area, and
 - (b) involves work with fire separations, life safety systems, exterior walls, main entrances or public corridors.
- (3) construction and modifications that are designed in conformance with Part 4 of the Code;
- (4) foundation designs requiring soils bearing capacity exceeding 75 kPa;
- (5) installations of fire alarm systems, replacement of fire alarm panel and replacement of more than 20 fire alarm devices;
- (6) installations of sprinkler systems, changes in classifications as per NFPA 13 or replacement and additions of sprinkler sections with greater than 20 heads;
- (7) installations of emergency power supplies that serve life safety systems;
- (8) installations of commercial cooking equipment in conformance with the Code;
- (9) installations of ventilation units and/or ventilation distribution systems in conformance with the Code in areas greater than 300 m²;
- (10) alternate solutions in conformance with the Code;
- (11) site servicing and drainage plans in connection with new constructions and additions;
- (12) Energy Design in conformance with the Code;
- (13) Integrated Fire Protection and Life Safety Systems Testing in conformance with the Code

6. Issuance of Permit

- 6.1 Upon receipt of a complete application, and upon receipt of payment of all fees required by this by-law, the building inspector shall within a reasonable time issue a permit, provided that:
- (1) The proposed work complies with this by-law; and
 - (2) A development officer has approved the proposed work pursuant to subsection 108(1) of the *Community Planning Act*, S.N.B. 2017, c. 19.
- 6.2 A permit issued pursuant to this by-law shall be valid for a period of one year from issuance after which time the permit shall expire, unless it is renewed by the building inspector.
- 6.3 The issuance of a permit or the review of the drawings and specifications, or inspections made by the building inspector during construction of the work shall not relieve the permit holder from full responsibility for carrying out the work in accordance with the requirements of this by-law, the permit and all other applicable laws.

7. Fees

- 7.1 The fee for a permit shall be the following:
- (1) For a residential building permit, \$25 plus \$5 for each \$1,000 of the estimated construction cost of the work to be performed, based on the cost calculator of the Southeast Regional Service Commission;
 - (2) For all other uses, including commercial, institutional, industrial and multiple unit residential building permits, \$25 plus \$7.50 for each \$1,000 of the estimated construction cost of the work to be performed; and
 - (3) For a demolition permit; \$25.
- 7.2 Despite anything contained in this By-law, a permit application for work to be carried out by or on behalf of the local government to which this by-law applies shall be exempt from the requirements of this section.
- 7.3 Despite anything contained in this By-law, where work has begun prior to the issuance of a building permit, the fee therefore shall be two times that provided for in this By-law.

8. Refusal to Issue a Permit

- 8.1 A building inspector may refuse to issue a building permit or demolition permit if:
- (1) The application for the permit is incomplete or contains information that is false;

- (2) The fee for the permit has not been paid; or
- (3) The information is not sufficient to determine compliance with the Code.

9. Notice of Commencing Construction

9.1 Before commencing any work, an owner or a person acting on behalf of the owner shall provide written notice to the regional service commission, as the case may be, with the following information:

- (1) The date on which work on the building is to commence;
- (2) The names of all constructors, architects, engineers or designers, as the case may be, that will perform work with respect to the permit; and
- (3) The name of all inspection or testing agencies engaged to monitor the work or part of the work.

9.2 During the course of construction, if there is a change in, or termination of, the employment of a person referred to in this section, the owner or a person acting on behalf of the owner shall, no later than 72 hours after the change, give written notice to the regional service commission of the change.

10. Posting on the Premises

10.1 An owner or a person acting on behalf of the owner shall ensure that a copy of the permit is posted in a prominent place on the premises, before the work begins and shall remain posted until the completion of the work.

10.2 An owner or a person acting on behalf of the owner shall ensure that all approved plans and specifications related to the building and construction are made available to the building inspector on the premises during working hours.

11. Inspection Requirements

11.1 At least one inspection shall be made at each of the following stages of construction:

- (1) On the completion of the footings and foundations, but before the commencement of any backfilling;
- (2) On substantial completion of structural framing;
- (3) On installation of the vapour barrier (pre-drywall); and
- (4) On completion of construction or before occupation of the building.

11.2 Factory-built homes, modular homes and manufactured homes constructed following the standards set out at subsection 9(2) of the regulations are not subject to inspection at the stage of construction referred to in paragraph (2) and (3) above.

12. Notice of Readiness for Inspection

12.1 An owner or a person acting on behalf of the owner shall notify the building inspector that the construction or demolition work is ready for inspection.

12.2 The notice of readiness for inspection shall contain:

- (1) The civic address and Service New Brunswick parcel identifier (PID) for the property identified on the permit;
- (2) The stage of construction referred to in section 11;
- (3) The requested date and time for inspection;
- (4) The telephone number of the owner or a person acting on behalf of the owner; and
- (5) The email address of the owner or the person acting on behalf of the owner.

12.3 An inspection shall be made within two business days of the receipt of the notice of readiness, or the date and time agreed to by the building inspector and the owner or a person acting on behalf of the owner.

12.4 No person shall obstruct or interfere with a building inspector who is carrying out or attempting to carry out an inspection.

13. Open Foundations and excavations

13.1 The owner of a property upon which an open foundation or excavation exists as the result of demolition or destruction of a building, when new construction is not to proceed without delay, shall forthwith backfill such open foundation or excavation to grade or, when new construction is to proceed without delay, shall forthwith erect in a neat and professional manner a wall constructed of wood materials, without openings, at least 1.8 m in height, around the perimeter of such open foundation or excavation, and shall maintain the same so as not to become dilapidated or unsightly until construction has proceeded to a stage where the open foundation or excavation is no longer a danger.

14. Suspension or Revocation of Permit

14.1 A building inspector may suspend or revoke a building or demolition permit if

- (1) There is a contravention of the Act, the regulations or the Code or any term or condition under which the permit was issued,
- (2) The permit was issued in error, or

(3) The permit was issued on the basis of incomplete or false information.

14.2 A building inspector shall notify the owner or a person acting on behalf of the owner in writing of the suspension or revocation of the permit.

14.3 A building inspector shall reinstate a permit that has been suspended if all requirements under the Act, the regulations and the Code and the terms and conditions under which the permit was issued are complied with.

15. Enforcement

15.1 The building inspector is responsible for the enforcement and administration of this by-law.

15.2 Where a person undertakes work in contravention of the Code, this by-law, the Act or the regulations, a building inspector may make one or more of the following orders:

(1) Cessation of the construction or demolition work;

(2) Alteration of the construction or demolition work to remove the contravention; and

(3) Taking any other action required to make the building or real property safe.

15.3 When the building inspector serves an order, no person shall perform any construction or demolition work other than work that is necessary to carry out the order or make the premises safe in accordance with the order.

16. Offences

16.1 Any person who violates or fails to comply with a provision of this by-law commits an offence punishable as a category B offence under the *Provincial Offences Procedure Act*.

16.2 A person who does any of the following commits an offence punishable as a category E offence:

(1) Obstructs or interferes with a building inspector who is carrying out or attempting to carry out an inspection; and

(2) Violates or fails to comply with an order of a building inspector.

16.3 A person who does any of the following commits an offence as a category B offence:

(1) Constructs without a permit or in violation of the Code, the by-law, the terms and conditions of the permit;

(2) Changes the use of a building or its occupancy classification without a permit;

- (3) Fails to post a building or demolition permit; and
- (4) Fails to notify the inspector that the work is ready for inspection.

17. Severability

17.1 Where a Court of competent jurisdiction declares any section or part of a section of this By-law invalid, the remainder of this By-law shall continue in force unless the Court makes an order to the contrary.

18. Repeal Provisions

18.1 A By-law entitled “**A By-law Relating to Buildings in the Town of Sackville**”, being By-law No 266, ordained and passed on April 8th, 2019, and all amendments thereto, is hereby repealed.

18.2 A By-law entitled “**A By-law of the Municipality of Dorchester**”, being By-law No. 80-2, ordained and passed on November 18th, 1980, and all amendments thereto, is hereby repealed.

Read a first time this _____ day of _____, 2023.

Read a second time this _____ day of _____, 2023.

Read a third time and enacted this _____ day of _____, 2023.

Mayor

Clerk

Synopsis: By-Law No. 2023-08, A By-Law to Regulate Purchasing, Leasing, Tendering and Disposal of Surplus Property

Date: June 8, 2023

Department: Financial Services

DESCRIPTION

Director of Financial Services Michael Beal brought forward By-Law No. 2023-08, A By-Law to Regulate Purchasing, Leasing, Tendering and Disposal of Surplus Property. With the transition to Tantramar, By-Laws will need to be reviewed and created to reflect the changes within the new Municipality.

PROPOSED MOTION

That Council consider giving first reading of By-Law No. 2023-08, A By-Law to Regulate Purchasing, Leasing, Tendering and Disposal of Surplus Property.

To: Mayor and Council
Submitted by: Michael Beal, Director Financial Services
Date: June 8, 2023
Subject: Purchasing, Leasing, Tendering and Disposal of Surplus By-Law

PROPOSAL

To approve a Purchasing, Leasing, Tendering and Disposal of Surplus By-Law for Tantramar

BACKGROUND

With the newly amalgamated entity we need to put in place the rules governing how we purchase or lease, what is required for tendering, what is required for Council approvals and how we dispose of surplus property and equipment. Currently we have been operating jointly between the rules governing the former entities of Sackville and Dorchester.

DISCUSSION

With the transition to Tantramar, By-Laws are being reviewed. The current recommended By-Law is in accordance with both best practices for Auditing, Purchasing and Disposals as well as in accordance with the Provincial Government Procurement Act. We need these rules in place in order to have direction and structure from Council. The By-Law includes areas for the following:

- What financial amount must come to Council versus staff approvals
- Thresholds for Tenders being required (set at \$100,000, lower than procurement. Can't be higher but can be lower)
- Accounts Payable Processing rules and guidelines
- Credit Card rules and guidelines
- Public Tendering guidelines

The details in the By-Law are what we have recently been following and previously had an extensive review completed in March 2021. The majority of the By-Law is written with appendices and therefore can be adjusted if need be in the future by single resolution rather than new By-Law approval.

LEGISLATION/POLICY

By-Law to allow for purchasing guidelines

FINANCIAL CONSIDERATIONS

No cost to Municipality, guidelines

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

No change through the implementation of this By-Law although there is a preferred buy local where possible and when using these rules and guidelines in purchasing staff can institute climate initiatives into the tenders and purchases (ie. Fleet purchases)

OPTIONS

1. To approve By-Law
2. To send for further review

RECOMMENDATION

Staff recommends that Council begin consideration of the Purchasing, Leasing, Tendering and Disposal of Surplus Property By-Law at the June 13, 2023 Regular Council Meeting

ATTACHMENTS

Draft Purchasing, Leasing, Tendering and Disposal of Surplus By-Law

BY-LAW NO. 2023-08 - DRAFT

A BY-LAW TO REGULATE PURCHASING, LEASING, TENDERING AND DISPOSAL OF SURPLUS PROPERTY, EQUIPMENT AND MATERIALS

Council of Tantramar, under authority vested in it by the Local Governance Act, S.N.B. 2017, c. 18, hereby enacts as follows:

SECTION 1 - PURCHASING, LEASING AND TENDERING

1. This By-Law applies to every contract for the construction, repair or alteration of land, structures or equipment owned by Tantramar, to the purchasing and leasing of goods and services required by Tantramar, and the disposal of surplus property, equipment, and materials.
2. In accordance with the Procurement Act of the Province of New Brunswick, where applicable every award of contract shall be preceded by public tender. Limits currently in place which require a tender as set out in Appendix "A". In some instances, the Chief Administrative Officer or designate may require a public tender when under these limits when it would be in the best interest of the municipality to do so to receive competitive pricing.
3. Every authorization to purchase, lease and/or tender shall be subject to a Council Resolution for approval when the value exceeds as follows:
 - a) in the instance of works other than Public Works (which includes Highways, Building Maintenance, and all Fleet Maintenance), Water and/or Sewer Work, \$10,000.00;
 - b) in the instance of Public Works (which includes Highways, Building Maintenance, and all Fleet Maintenance), Water and/or Sewer Work, \$25,000.00
 - i. Amounts and Limits above shall be per vendor.
 - ii. Transactions shall not be broken down into separate invoices to avoid these limits with at least 60 days required between vendor purchases to reset the values.
 - i. Emergency Repair and Maintenance that exceeds any limits above may be authorized by the CAO or Treasurer provided electronic notice has been provided to Council.
 - iii. All amounts noted shall include all applicable taxes and fees.
 - c) Where the limits noted above are not exceeded:
 - i. The Chief Administrative Officer or Treasurer will assign from time to time, purchasing authorities to Department Heads or nominee as required for prudent operation of Municipal Departments.

- ii. Accounts Payable procedures relating to purchases shall be processed in accordance with Appendix “B”
 - iii. Credit Cards for purchasing shall be provided to Managers in accordance with the rules set out in Appendix “C”.
- 4. Public Tenders and their openings shall be done in accordance with the rules set out in Appendix “D” and/or the Procurement Act of the Province of New Brunswick to which if there are any conflicts the Act shall apply.

SECTION 2 - DISPOSAL

- 5. A decision as to what is surplus equipment or material will be made in joint consultation between the Director or designate and the Chief Administrative Officer and will be ratified by Council when the value exceeds \$1,000.
- 6. All surplus equipment or material, with a present estimated value over \$1,000.00, shall be either tendered or sent to an auction, and sold to the high bidder. When all bids received in accordance with the tender are rejected or no bids are received the items may be sold by negotiated private sale by the Chief Administrative Officer.
- 7. All surplus equipment or material, with a present estimated value of less than \$1,000.00, shall be disposed of by the Chief Administrative Officer in accordance with the following;
 - a) The Chief Administrative Officer may dispose of by negotiated private sale rather than tender if beneficial to do so.
 - b) No ratification of Council is required for the sale of any item (excluding land) with a present estimated value of less than \$1,000.00.
- 8. All land sales must be authorized and approved by Tantramar Council, in advance regardless of value.
- 9. All monies derived, from the sale of surplus equipment or material shall be deposited in either Tantramar’s General Operating or Utility Operating Accounts based on item sold.

SECTION 3 - REPEAL

- 10. Previous Purchasing, Leasing, Tendering and Disposal of Surplus Property By-Laws for the former Town of Sackville and former Village of Dorchester are hereby repealed.

SECTION 4 – EFFECTIVE DATE

11. This By-Law comes into force on the date of final passing thereof.

IN WITNESS WHEREOF Tantramar has caused hereto affixed its Corporate Seal of the said Tantramar to be affixed to this by-law the ____ day of _____, 2023 and signed by:

MAYOR

CLERK

Read a First time this __ day of _____, 2023

Read a Second time this ____ day of _____, 2023

Read a Third time and done and passed by Council this __ day of _____, 2023

Appendix "A"

Thresholds for Tenders being required.

Goods	\$100,000
Services	\$100,000
Construction	\$100,000

Goods and Services as defined in the Procurement Act and Construction as defined in the Crown Construction Act.

In accordance with Section 58 of Regulation 2014-93 of the Procurement Act.

Any award of contract above the amounts (including taxes and fees) will require a tender through an open competitive bidding process unless exempt under the Act.

Minimum Advertising Time for open competitive bidding in accordance with the Act is 10 days not including the first day advertised or the last day closing.

Appendix "B"

Accounts Payable Processing

1. Local Purchase Order is to be done up for any purchase over \$100.00 (tax incl.)
 - a) These must be signed by the Director or designate for authorization
2. Central Purchase Order is to be done up for any purchase over \$3,000.00 (tax. incl.)
 - a) These must be written up by the Director or their designate, given to the Treasurer or designate for signature and returned to the Director prior to the order being placed. When possible, three (3) written quotes should be attached. In an instance where a purchase order is to be written which exceeds the allowable limit for purchasing without a tender, the Director shall ensure that the proper procedures were followed as outlined in the By-Law regulating purchasing.
3. The following items do not need purchase orders attached:
 - Animal Control Contract
 - Bond & Coupon Payments
 - Furnace Oil Purchases
 - Grants & Donations
 - Legal Services
 - Manual Payroll
 - Pension Plan
 - Postage
 - Service & Lease Agreements
 - Travel Claims
 - Credit Card Payments
 - Any other payments in which the Treasurer has granted approval to be paid without the use of a purchase order.
 - Audit Fees
 - Electricity Bills
 - Gas & Diesel Fuel Purchases
 - Insurance Claims & Premiums
 - Life, Health & Dental Payments
 - Membership Dues
 - Petty Cash
 - Receiver General Payments
 - Telephone/Cellular Bills
 - Union Dues
 - Regional Service Commission
4. Copies of the purchase order are to be given as follows:
 - White Vendor
 - Green Director - Kept in purchase order book
 - Canary Accounting Dept. Immediately after issuance
 - Blue Accounting Dept. Immediately after issuance
 - Pink Accounting Dept. after receiving goods (Include packing slips)
5. All invoices are to be sent to Accounts Payable for processing.
 - a) Electronic Invoices must be sent to invoices@sackville.com. This email is tracked by payables and management.
 - b) Paper invoices are to come to Town Hall (Accounts Payable) in a timely fashion (daily if possible)
 - c) No invoices once received by Accounts Payable are to leave Town Hall.

d) Invoices are not to be broken down to avoid purchasing and purchase order limits in accordance with section 3 of the By-Law.

e) Accounts payable will fill out and attach Invoice Transmittal for processing forwarding to each of the following people to be returned to Accounts Payable after each step:

- i. Director or designate will sign approving & verifying purchase
- ii. Treasurer or designate will approve and the invoice will be processed.
- iii. If designate approves for the Treasurer, an electronic copy of invoices over \$1,000 will be forwarded to Treasurer for review.

6. Cheque processing

- a) A cheque run shall be done weekly where possible or as determined to be necessary by the Treasurer.
- b) The Treasurer will send out a notice of cheque run schedule and due dates to all managers at the beginning of each calendar year.
- c) Invoices that are not returned by the Director to Accounts Payable by the date listed on the notice of cheque run dates will not be processed until the next cheque run.

7. Manual Cheque Processing

- a) In order to limit the amount of Manual Cheque Processing the following procedure shall be implemented.
 - i. Manual Cheques shall be processed for the payment of the following items:
 1. Bond & Coupon Payments
 2. Manual Payroll
- b) In the event of extra-ordinary circumstances, a manual cheque may be done to receive the funds. Extra-ordinary circumstances shall be determined by the Treasurer and shall not include any item, which could have normally been processed through the normal cheque processing stage.

8. Travel

- a) Travel Advances will not be issued for travel. All claims for travel related items will be completed after an employee returns from their prospective trip, conference, etc.
- b) No reimbursement on travel claim forms shall be approved without the proper documentation and receipts attached. Receipts shall be needed for any accommodations, bridge fare, toll fare, or other non-fixed rate items. No receipts are needed for mileage, meals, and other per diems.
- c) The following amounts are the rates for claiming fixed expenses, which may be amended at any time by resolution of council:

Mileage	Province of New Brunswick Rate
Breakfast	\$10.00*
Lunch	\$15.00*
Supper	\$25.00*
Other per diem	\$11.00 where you are away from Tantramar for more than four hours in the day.

*In the event a meal is provided, the above rates shall be claimed at 50% of the rate in order to allow an employee to undertake the purchase of their own meal (this is granted for the purpose of dietary constraints or other reasons the employee may be unable to eat the meal provided)

9. Petty Cash/Cash Floats

- a) The Director shall be responsible for the overall administration of the petty cash and/or cash floats for their department.
- b) Petty Cash and/or cash floats shall be supplied to a department head or designate for the day-to-day operations of the department. The amount of petty cash and/or cash floats to be allocated to a department shall be determined by the Treasurer.
- c) A request to refill the petty cash shall be made to the Treasurer (Signed for approval) by a department when funds become low in the department's petty cash.
- d) No money shall be re-imbursed without full documentation (detailed receipts of what was purchased and not just a debit or credit slip) attached including receipts.
- e) All Petty Cash payments are to have a yellow petty cash reimbursement slip attached
 - i. This yellow slip must be signed by the person receiving the funds.
 - ii. Every yellow slip must be signed by a manager in the department.
- f) Meal Allowances for staff overtime are permitted to be paid through Petty Cash and must have the following included with them:
 - i. Name of Employee
 - ii. Date of Overtime
 - iii. Start and End Time of Shift
 - iv. Amount Paid (with tax amount broken out)
- g) No purchase for more than \$60.00 (tax included) shall go through petty cash.
- h) No purchases shall be broken down to avoid the \$60.00 limit within petty cash.
- i) Cash floats shall only be used for the purpose of making change and shall be managed by the manager of the department provided to and shall be returned upon request by the Treasurer and/or when no longer required for the day-to-day operations.

Appendix "C"

Credit Cards for Purchasing of Goods and Services

1. Credit Cards are a convenient tool to improve the efficiency of low dollar transactions, simplify the purchasing process, reduce paperwork, and reduce cycle times. Cardholders have the responsibility to Tantrammar to ensure card security and appropriate use as per the below rules and individual card restrictions.
2. Misuse of a Tantrammar issued Credit Card or failure to comply with the terms set out may result in card suspension, termination and/or other disciplinary action.
3. Cardholders responsibilities include but are not limited to:
 - a. Completing Business Only related transactions
 - b. Obtaining Detailed Receipts for all transactions (not just credit slip)
 - c. Maintaining Card Security
 - d. Adhering to Credit Card and Procurement terms
 - e. Reconciliation of transactions in a timely manner
 - f. Advise Vendors that you are a Tantrammar employee in case corporate discounts apply.
 - g. Obtaining Signatures for Approvals
4. Application form, as attached to this Appendix, for a Credit Card shall be provided through the Manager responsible for the Department and forwarded on to the Treasurer for approval.
 - a. Individual requesting a Credit Card shall also sign the purchasing Cardholder Acknowledgement which must be included with the application form.
 - b. Once approved, the Treasurer will order a Tantrammar Issued Credit Card in the name of the approved individual.
5. Acceptable Business-Related Purchases
 - a. Books and Subscriptions
 - b. Membership/Registrations
 - c. Tools/Small Equipment
 - d. Short term rentals (less than 30 days)
 - e. Office Supplies such as pens, paper, pencils, flash drives
 - f. Advertising
 - g. Meals at Restaurants (Tips not to exceed 20% of value)
 - i. Meals must include, who was at meal and reason for paying meal
 - h. Purchases must be within your assigned transaction limit threshold
6. Unacceptable Purchases
 - a. Personal Purchases
 - b. Long term rentals (more than 30 days)
 - c. Alcohol, narcotics, and hazardous chemicals
 - d. Goods or Services from other officers or employees of Tantrammar
 - e. Cell Phones, Printers, Computers, and other devices unless approved by the Treasurer and only on the card issued to the Treasurer

- f. Entertainment
- g. Cash Advances
- h. Seminars, training, or professional services from outside Canada
- i. High Risk Merchants (ie. Pawn Shops, Second Hand Stores, Casino, Liquor stores)

7. Declined Transactions

- a. If a transaction has been declined it is usually the result of these:
 - i. The purchase exceeds your single transaction limit
 - ii. The total monthly purchases has exceeded your monthly limit
 - iii. The Vendor is classified as a blocked industry code
- b. Should any of the above happen, a purchase order should be issued to complete the purchase or the use of an alternate vendor
- c. Attempts to get the vendor to split the transaction to avoid the single transaction limit is not permitted and may cause the loss of use of the card

8. Additional Responsibilities of Cardholder

- a. To monitor their card for any possibility of fraudulent activity.
- b. To contact the supplier to have any fraudulent transactions reversed.
- c. To contact the issuing credit card supplier to have charges investigated.
- d. To notify the Treasurer immediately upon any activity that may be unauthorized or fraudulent transactions.
- e. To notify the credit card issuer and Treasurer immediately upon a lost or stolen card.
- f. Completing of Purchase orders relating to purchases that exceed the PO threshold noted in Accounts Payable Appendix to this By-Law.

9. Limits and Authorities

- a. Single Transaction Limit of \$1,000.00 per transaction
 - i. Approval to exceed this single transaction limit shall only be granted by the Treasurer upon written request by the cardholder and written approval by the Treasurer (email can accommodate this request).
- b. Total Spending Limit of up to \$15,000 per account at any time, limit to be determined by Treasurer.

10. Monthly Reconciliation

- a. The Card Owner shall be responsible for reconciliation within 5 business days of card statement being provided to them.
- b. The reconciliation shall be coded to the appropriate G/L by the Card Owner, breaking down appropriate tax.
- c. The reconciliation shall be sent to the Treasurer for final approval and in the case of the Treasurer's card to the CAO for approval.

11. Other Purchasing

- a. Where Tantramar has a charge account with a Vendor the charge account shall remain the preferred method of purchase, do not use the card where Tantramar has a charge account.

- b. Even though a lower price may be able to be received from an online vendor (ie. amazon) the employee should always attempt to purchase and find products locally first where the price is within a reasonable amount.

12. Other

- a. The issuance of a Tantramar issued credit card is for convenience and the approval, suspension or revoking of use of a credit card by an employee shall be the sole direction of the Treasurer and/or CAO.
 - i. Violations shall be progressive and disciplinary action may be taken.
- b. Any violation of use shall be reported to the CAO by the Treasurer for appropriate action if necessary.
- c. The employee who is assigned the card shall be financially responsible for any transaction that occurs in violation of these terms for example:
 - i. Misuse of Card (where credit card company does not reimburse)
 - ii. Not including detailed receipts of transactions
 - iii. Lost receipts which prevent reconciliation
- d. Any cards issued in accordance with other policies or contracts shall be maintained and issued in accordance with those terms (ie. canteen contract)
- e. Upon termination of employment the purchasing card shall be returned to the Treasurer prior to employment ceasing.

DRAFT

This document outlines the responsibilities I have as a Cardholder of the Credit Card program at Tantramar. My signature certifies that I have read and understood these responsibilities and that I agree to adhere to the policies and procedures established for the program.

1. The Credit Card is intended to facilitate the purchase of goods and services required to conduct Tantramar business. I understand that I am responsible for the custody, control and use of the Credit Card that is in my name.
2. I understand that the Credit Card is not to be used for personal use and that unauthorized use of the Card can be considered misappropriation of funds which could result in severe consequences for me and/or others responsible.
3. I understand that the Credit Card must be surrendered when I transfer to another department or on the termination of my employment. I may also be requested to surrender the Credit Card for reasons not related to my own personal situation, such as re-organization. I may also be asked to temporarily return the Credit Card when I am on an extended leave of absence.
4. I will maintain the Credit Card with appropriate security whenever and wherever I use the Card. If the Credit Card is lost or stolen, I agree to notify the Treasurer and issuing Credit Card agency immediately. I further understand that failure to report a stolen/lost Credit Card promptly could result in severe consequences for me and/or others responsible.
5. I understand that I will be required to obtain a copy of the detailed cash register receipt and packing slip for each transaction charged to the card. I also understand I will be responsible for reconciling these receipts with the monthly statement. I will resolve any discrepancies by either contacting the supplier, Credit Card agency or the Treasurer as appropriate.
6. I understand that I must forward the reconciled statement and receipts to the Treasurer by the date provided in terms noted in the By-Law.
7. I understand that all charges will be billed directly to and paid directly by the Tantramar. I understand that the Credit Card agency cannot accept payment from me directly.
8. I understand that the transactions on my Credit Card account will be reviewed by the Finance department and that I may be periodically asked to clarify these transactions for audit purposes.
9. I have read and agree to all the terms and conditions within the By-Law relating to Credit Cards.

Cardholder Name: _____

Department: _____

Cardholder Signature: _____

Date: _____

Card Number: _____

Expiry Date: _____

Appendix "D"

Public Tendering Guidelines

1. A Public Tender award of a contract to which this By-Law applied shall include:
 - a) Advertisement through the NBON Network as well as placed on our Municipal Website
 - b) Sufficient information in the advertisement referred to in paragraph (a) to enable a prospective tenderer to obtain tender documents, deposit a tender and attend a tender opening; and
 - c) The opening of properly deposited tenders in public and the recording of the name and the tender price

2.
 - 2.1 A person submitting a tender shall deposit the tender in the tender box, at the Municipal Office and within the time stipulated in the public notice of tender.
 - 2.2 Responsibility for deposit, in the designated tender box, of a tender in the Municipal Office within the proper time is that of the person submitted the tender and the Municipality assumed no responsibility for depositing within the proper time those tender submissions which have been mailed or left with employees of the Municipality.
 - 2.3 Only those tenders deposited in the designated tender box at the Municipal Office will be considered.
 - 2.4 A person or corporation submitting a tender may amend the tender submitted subsequent to the deposit of the tender in the designated tender box at the Municipal Office and prior to the time of opening of the tenders by:
 - a) Letter or fax sent by the person signing the original tender deposit;
 - b) Depositing the letter or fax of the amendment in the designated tender box in the Municipal Office prior to the close of the tender, and;
 - c) Clearly identifying the project being tendered and the tender being amended on the face of the amending letter or fax.
 - 2.5 An amendment of a tender shall not disclose the amended total tender price but shall show:
 - a) The revised bid price per items to be amended in the case of a unit price contract, or;
 - b) The amount to be added to or subtracted from the contract price in the case of a lump sum contract, or;

- c) Subsection (3) applies to a letter or fax of amendment of tender.
- d) If the tender deposit and amendment are found to be a valid submission, then the contract price shall be amended to reflect the original tender deposit as amended by the tender amendment.

3.

3.1 A tender submitted for a proposed contract to which the Act and this By-Law applied shall be rejected and the tender not considered if the tender:

- a) Is not in a properly sealed envelope;
- b) Is not accompanied by the required security deposit or bid bond in the proper amount;
- c) Is not accompanied by a valid bid bond, bank draft, money order or valid credit letter where required;
- d) Is not properly signed by the tenderer;
- e) Does not contain the bid price, unit price or fixed price written in words;
- f) Does not have the words “dollars” and where applicable, “cents” set out in the written item bid;
- g) Contains any form of qualifications of or, unless the tender documents otherwise provide, any unsolicited alternative to the tender;
- h) Does not contain a bid for each item required to be bid;
- i) Does not contain a bid on an item not included in the bid form;
- j) Is not contained in an envelope having on the face of it the name of the tenderer and identification of the contract for which the tender is submitted;
- k) Does not contain all addenda issued to prospective tenderer each signed by the tenderer;
- l) Is the second one submitted by the same tenderer in which cases all tenders submitted by that tenderer shall be rejected;
- m) Contains a change in a written bid price not initialled by the tenderer;
- n) Omits any documents required by or fails to comply with any provisions of the tender documents, or;
- o) Otherwise materially deviates from accepted tendering practices.

3.2 Subject to subsection (1) a tender submitted for a proposed contract to which the Act and this By-Law applies may be accepted notwithstanding that it contains;

- a) Errors in mathematics, in which case the proper computation will be carried out and the resultant total used in determining the tender value;
- b) A conflict between the written bid price and the bid price in numbers in which case the bid is corrected to reflect the written bid price.

4.

4.1 Lowest of any tender not necessarily accepted.

4.2 Person submitting tenders must submit their tenders with unit prices written out and lump sum prices written out.

4.3 The total tender price in a unit price tender need not be written out.

4.4 The written figures in a tender shall govern and be binding on the tenderer even though totals arrived at disagree with figures or totals given in figures.

5. Every tender shall be opened in public as per the Policy Tendering Procedure of the Municipality of Tantramar

6.

6.1 All tenders shall be opened in public at the Municipal Office, posted and not accepted and then reviewed after the opening to ensure completeness.

6.2 All tenders opened shall become the property of the Municipality of Tantramar and shall not be returned to the person submitting a bid.

6.3 If a rejection of a tender occurs when reviewing the tenders after opening the company who submitted a rejected tender shall be notified in writing.

7. The decision to award a contract based on tenders opened under the provisions of this By-Law may be made, and the contract awarded by the Council and notification of the successful tender or may be communicated by person or persons designated by Council.

8. Preference in the awarding of contracts shall be given to local firms or suppliers where price, quality, service, and other consideration are deemed to be equal.

9.

9.1 Where the tender documents stipulate that a statement shall accompany each tender indicating the price at which the tenderer would supply any named item or items from a named supplier, the tenderer shall submit with their tender a separate list showing the prices included in their tender price for the named items or items, and the prices for such items if supplied by the named supplier.

9.2 The tender opening committee shall not post the information contained in the separate list.

9.3 The Municipality may ask the successful tenderer to use the named items supplied by the named supplier in the construction of the work and their tender price per unit shall be amended accordingly.

10. The Municipality may, after notifying the successful tenderer but before the contract is entered into, request the successful tenderer to accept a subcontractor or supplier other than that one submitted in their tender in which case;

- a) the successful tenderer may refuse or
- b) if the successful tenderer accepts, their contract price will be adjusted accordingly.

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