



Order of the Day
Quispamsis Town Council
Regular Meeting
Council Chambers, Quispamsis Town Hall

March 16, 2021, 7:00 pm

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13. Business Arising from Committee of the Whole

14. Adjournment

We would like to take a moment to pause and remind ourselves of the important work we have before us tonight. May we make good decisions without prejudice or bias and always in the best interest of our community, which we are here to serve.

Quispamsis Climate Change Adaptation Plan 2021

Green Community Planning

Natural infrastructure and rain water capture demonstration

Benefits:

- Flood risk reduction
- Habitat creation
- Freshwater conservation & many more

Potential Opportunities:

- QPLEX Recreational Complex
- Gondola Point Beach
- Meenan's Cove Beach



Healthy Living

Impacts include:

- Heat Stress
- Ticks and Lyme Disease
- Flooding
- Mental Health

Adaptation can help protect the community from negative health impacts associated with Climate Change.

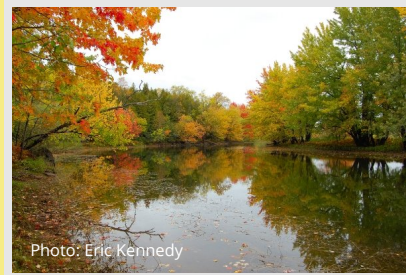


Photo: Eric Kennedy

Next Steps

- Adoption of the plan by Quispamsis Town Council
- Refer to the Climate Change Committee to address implementation
- Include adaptation in municipal updates and development planning

Priority Impacts

Change in Precipitation



Change in Temperature



Risk Rating

Medium-High

Medium

Adaptation Strategies

1. Modifying policies, plans and procedures
2. Building or infrastructure upgrades
3. Improving community awareness and public education
4. Building resilience to climate impacts

Snapshot of Recommendations

Alert the public to extreme temperatures

Protect natural buffers

Engage public in emergency preparedness

Upgrades along Gondola Point Road

Watershed and Stormwater Planning

Cyanobacteria education and public signage

Integrate green infrastructure

Education on reducing water usage

Increase availability of flood mapping

Update zoning in flood prone areas

The background image shows a scenic view of a rocky shoreline. In the foreground, there is a large pile of grey rocks. A dirt path leads from the rocks towards a body of water. On the right side, there is a modern building with large windows and a balcony, partially obscured by trees. The sky is blue with some light clouds.

TOWN OF QUISPAMISIS CLIMATE CHANGE ADAPTATION
PLAN

PRESENTATION TO TOWN COUNCIL

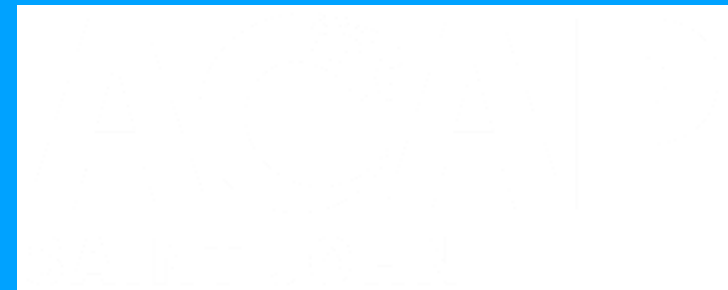
MARCH 16, 2021

ICLEI – LOCAL GOVERNMENTS FOR SUSTAINABILITY

CHANGING CLIMATE, CHANGING COMMUNITIES: MUNICIPAL CLIMATE ADAPTATION GUIDE AND WORKBOOK



METHODOLOGY



SUMMER 2020:

- STEERING COMMITTEE QUESTIONNAIRE
- ONLINE PUBLIC SURVEY

FEEDBACK INFORMED THE VULNERABILITY AND RISK ASSESSMENT

SURVEY RESULTS FOR ADAPTATION IN QUISPAMISIS

CLIMATE CHANGE IMPACTS OBSERVED AND IDENTIFIED BY YOU

Impact	Percentage
Seasonal Flooding	24%
Drought	10%
Heavy Rainfall	9%
Strong Winds	5%
Ice Storms	52%

Results from 33 respondents.

YOUR FAVOURITE PLACES

- Q-Plex Recreation Complex
- Gondola Point Beach
- Meenan's Cove

EXISTING ACTIONS IN QUISPAMISIS

✓ GHG Emission Reduction Plan	✓ Emergency Measures Plan
✓ Asset Management Strategic Planning	✓ Active Transportation Plan
✓ Climate Change Committee	✓ Flood Protection Installed
✓ Infrastructure Upgrades	✓ Flood Layer for GIS
✓ Back-Up Generators in Place	✓ Ongoing Adaptation Planning

WHAT DOES CLIMATE CHANGE ADAPTATION MEAN FOR YOU?

- Identification of risks and vulnerabilities in Quispamsis
- Opportunity to explore actions that reduce impacts
- Planning for the future based on input from the Town and community
- A stronger, healthier and sustainable environment, community, and Town

To learn more visit www.acapsj.org or contact us at office@acapsj.org

Your Environmental Trust Fund at Work

There Is No Other

SAINT JOHN

FALL 2020:

- ATTENDED THE KINGSTON FARMERS MARKET TO SHARE SURVEY RESULTS AND FOR FEEDBACK ON ADAPTATION OBJECTIVES

WINTER 2021:

- SHARED IMPACTS AND ADAPTATION ACTIONS ON ONLINE PUBLIC SURVEY

AMPLIFYING VOICES



GAP ANALYSIS: IDENTIFYING STRENGTHS AND GAPS IN MUNICIPAL REGULATIONS

- MUNICIPAL PLAN (2018)
- 2018 ANNUAL REPORT
- CORPORATE & COMMUNITY GHG INVENTORY AND ACTION PLAN (2018)
- MILLENNIUM DRIVE DEVELOPMENT SCHEME (2000)
- MUNICIPAL EMERGENCY MEASURES PLAN (2018)
- ASSET MANAGEMENT STRATEGY, SOTI, CAMP (2018)
- WATER SUPPLY AND DISTRIBUTION STUDY (2019)
- QUISPAMISIS FLOOD DAMAGE REPORT (2018)
- BY LAWS: ZONING, SUBDIVISION, SEWER, WATER

GAPS AND OPPORTUNITIES

CLIMATIC CHANGE	IMPACT	RISK RATING
RIVERINE FLOODING	Damage to infrastructure and properties due to flooding	MEDIUM-HIGH
INCREASED PRECIPITATION	Inland flooding in low-lying areas	MEDIUM
WINTER RAIN	Flooding due to clogged catch basins; Infrastructure damage due to freezing rain storms	MEDIUM
DROUGHT	Depletion of groundwater supply	MEDIUM
INCREASED TEMPERATURES	Increased risk of heat stress on cold water species due to extreme heat	MEDIUM
INCREASED WINTER TEMPERATURE	Invasive species migration	MEDIUM
INCREASED STORM EVENTS	Infrastructure damage due to storm events	MEDIUM-HIGH

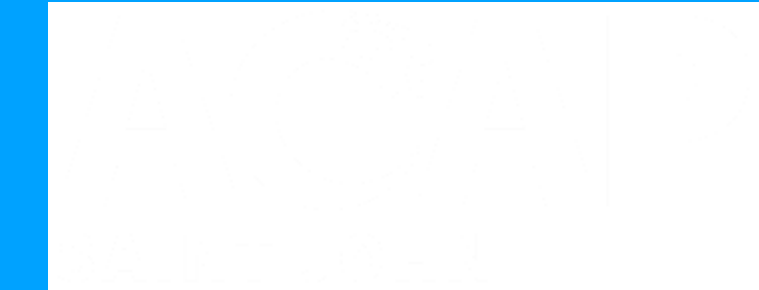
ASSESSING VULNERABILITIES



ACAP SAINT JOHN DEVELOPED A LIST OF 48 ACTIONS TO
INCREASE RESILIENCY IN THE TOWN

RECOMMENDED ACTIONS FOR ADAPTATION ARE DIVIDED INTO
FOUR STRATEGIES:

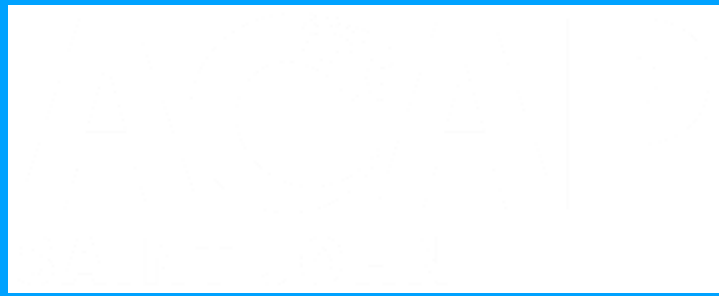
- **STRATEGY 1:** MODIFYING POLICIES, PLANS AND PROCEDURES
- **STRATEGY 2:** BUILDING OR INFRASTRUCTURE UPGRADES
- **STRATEGY 3:** IMPROVING COMMUNITY AWARENESS AND PUBLIC EDUCATION
- **STRATEGY 4:** BUILDING RESILIENCE TO CLIMATE IMPACTS



Strategy

Action	Lead Department & Partners	Completion Target	Risk Rating	Cost	Supporting Initiatives and Policies
Adaptation objectives for the Town of Quispamsis	Municipal Departments and potential partnerships	<u>Short-term</u> : 2021-2025 <u>Medium-term</u> : 2026-2030 <u>Long-term</u> : 2031-2040 <u>Ongoing</u> : refers to an action that is already being completed, and should continue to be implemented.	Medium-High risks are the most severe in the Town and should be addressed first. Medium risks can be incorporated into routine maintenance and operations or when the urgency of the climate impact increases. Low risks will continue to be monitored but it is expected that existing actions will be sufficient to address these risks. These risks can be re-evaluated as the urgency of the climate impact increases.	<u>Low</u> : < \$20,000 <u>Medium</u> : \$20,000 - \$100,000 <u>High</u> : \$100,000 - \$1,000,000+	Current policies and initiatives that support the action.


ACTION REGISTER



CO-BENEFITS

- ✓ COMMUNITY GROWTH
- ✓ FINANCIAL STABILITY
- ✓ HEALTHY ENVIRONMENTS

ADAPTATION AS AN OPPORTUNITY

- 
- DELEGATE TO THE CLIMATE CHANGE COMMITTEE TO ENSURE ACTIONS FROM THE ADAPTATION PLAN ARE BEING IMPLEMENTED
 - EXPLORE FUNDING OPTIONS AND POTENTIAL PARTNERSHIPS
 - ANNUAL UPDATES FROM THE CLIMATE COMMITTEE WILL INFORM CITY COUNCIL ABOUT PROGRESS, IDENTIFY BARRIERS TO IMPLEMENTATION AND REVIEW REMAINING ACTIONS

IMPLEMENTATION

NEXT STEPS

1. ADOPT THE CLIMATE CHANGE ADAPTATION PLAN AS PRESENTED BY ACAP SAINT JOHN
2. REFER THE PLAN TO STAFF AND THE CLIMATE CHANGE COMMITTEE TO ADDRESS IMPLEMENTATION

WHAT LIES AHEAD



FOR MORE INFORMATION

WWW.ACAPSJ.ORG

FACEBOOK.COM/ACAPSJ

@ACAPSAINTJOHN ON TWITTER

@ACAPSJ ON INSTAGRAM

CLIMATE CHANGE ADAPTATION PLAN FOR **QUISPAMISIS**

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MacKinnon, Roxanne

2021

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Climate Change Adaptation Plan for The Town of Quispamsis

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This work would not have been possible without the support of our Steering Committee members Cathy Snow, Trevor Murray, Sherry Levesque, Libby O'Hara, Dwight Colbourne, and Gary Losier. A special thank you to Aaron Kennedy of the Communications department for sharing our work with Quispamsis residents and Chrissy Scott of the GIS department, for her contributions to the mapping analysis.

The development of this Adaptation Plan and the success of its implementation is due to the continued collaboration between the federal, provincial, and municipal government and the community and Non-Governmental Organizations.



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Executive Summary

Climate Change in Quispamsis will result in an increase in temperature, precipitation, and more frequent extreme weather such as post-tropical storms and ice storms. This shift in weather patterns will cause flooding, damage infrastructure, destroy habitats, isolate neighbourhoods, and create public health challenges. The Climate Change Adaptation Plan focuses on specific risks and actions that will be required to reduce the negative impacts of these changes on the natural and built environment.

ACAP Saint John has conducted extensive research to identify areas of concern throughout the Town. A gap analysis of existing initiatives was completed by reviewing municipal by-laws and existing municipal and provincial initiatives to identify available resources and reveal gaps in legislation. Research also involved online and in-person community engagement which helped to voice public concerns. The public responses were included in the Vulnerability and Risk Assessment to highlight high risk issues in Quispamsis and guide the development of the Action Register, which provides 48 adaptation recommendations. The recommended actions are organized into four strategies:

- Strategy 1: Modifying policies, plans and procedures;
- Strategy 2: Building or infrastructure upgrades;
- Strategy 3: Improving community awareness and public education; and
- Strategy 4: Building resilience to climate impacts.

As municipal plans and policies are updated, the Climate Change Adaptation Plan can be integrated, and serve as a guide for the Town of Quispamsis to increase the resiliency of the community. Climate Change adaptation in Quispamsis will embrace and celebrate the natural environment to support a sustainably healthy, vibrant, and safe community.



Model Farm, Rd.

Brian Comeau

Introduction

Climate Change refers to variations in the average weather patterns that occur over time. The increasing concentration of greenhouse gases (GHGs) in the Earth's atmosphere are a result of both natural processes and human activity (mostly related to fossil fuel use) and have resulted in a rise in global temperatures. Not only is the world becoming warmer due to the higher concentration of GHGs in the atmosphere, this warming is leading to the increased frequency and severity of weather-related events around the world. Sea levels are rising, seasonal patterns are shifting, and regional precipitation events are becoming increasingly dramatic and unpredictable (Bush et al., 2019).

In recent years, New Brunswick has experienced large fluctuations in river runoff, more frequent winter thaws, and an increased risk of ice jams. As a result, washouts, flooding of dwellings, service interruptions, sewage backup in basements, and water contamination are more frequently experienced in the province. Damage and recovery costs associated with these events are rising. From 2008 to 2012 the estimated total cost of flood related damage in this province exceeded \$100 million (Government of New Brunswick, 2014). In the spring of 2018, riverside neighbourhoods of the Town of Quispamsis (the Town) saw historical levels of flooding where many homes and critical infrastructure were inundated by the Kennebecasis River with an estimated recovery cost of \$80 million across the province (Fraser, 2018).

While we know that precipitation patterns are changing and that extreme weather events will become more frequent with a changing climate, the impacts this will have on the ground in Quispamsis have yet to be analyzed. The Town recognizes the need for climate action and has created programs to reduce greenhouse gas (GHG) emissions, increase active transportation and reduce waste. Community level action is recognized and encouraged through these municipal strategies.

This Climate Change Adaptation Plan identifies specific actions to be taken in high-risk areas through collaboration between community partners, ACAP Saint John, and the Town of Quispamsis. This project includes gathering knowledge of municipal staff from multiple departments to understand current opportunities, restraints, and vulnerabilities. Furthermore, local knowledge of areas at risk and natural assets in neighbourhoods were collected through community engagement events to identify opportunities for demonstration sites to manage stormwater in suburban areas. ACAP Saint John will also share background information on local climate change impacts with decision makers, town staff, consultants, community members, and other stakeholders including residents, landowners, and business owners to increase awareness of local vulnerabilities.

Methodology

The adaptation toolkit *Building Adaptive and Resilient Communities* by the International Council for Local Environmental Initiatives (ICLEI), has been implemented by municipalities in British Columbia, Ontario, and Newfoundland. ACAP Saint John has selected this toolkit to guide the adaptation planning process for the Town. The framework consists of five key Milestones which incorporate science and lessons learned to direct adaptation and implementation (Figure 1).

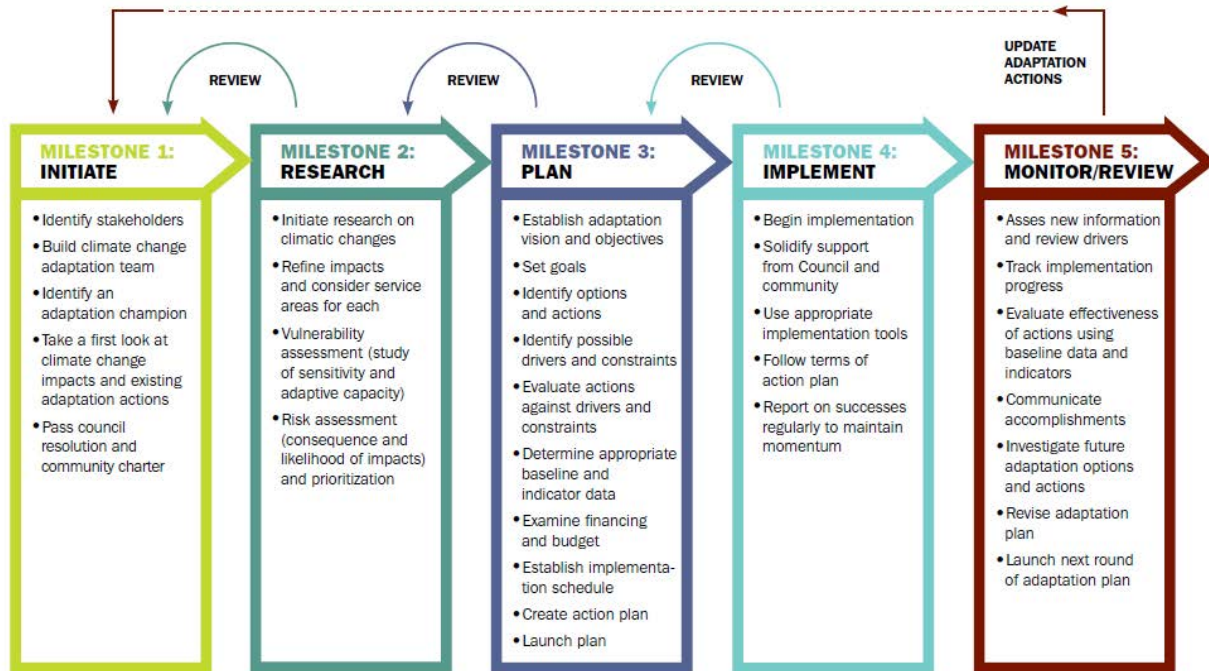


Figure 1: Five key Milestones for Climate Change adaptation beginning with initiate, followed by research, plan, implement, and monitor/review. (ICLEI-Canada, n.d.).

ACAP Saint John has completed Milestones 1-3 (Initiate, Research, and Plan) through the development and adoption of this adaptation plan. Another ICLEI guide that was used was *Changing Climate, Changing Communities: Guide and Workbook for Municipal Climate Adaptation* to complete Milestones 2 and 3 (ICLEI-Canada, n.d.). The remainder of the milestones (Milestone 4: Implementation & Milestone 5: Monitor/Review) will fall to the Town to ensure that the adaptation plan continues to serve as a guide for community climate change adaptation. This process is meant to be iterative, and requiring updates as climate conditions and community circumstances change, therefore, this plan will be a living document.

Project Timeline

In 2020, ACAP Saint John received funding from the New Brunswick Environmental Trust Fund to complete the Climate Change Adaptation Plan for the Town of Quispamsis. The project was

initiated by developing the steering committee (Milestone 1: Initiate) of municipal staff representing various municipal departments. All steering committee members were asked to complete a survey to gather information about recent climate impacts in the Town, as well as adaptation actions that have already been completed. A list of the survey questions can be found in Appendix C.

ACAP Saint John reviewed relevant reports, by-laws, and planning documents to recognize actions that increase the Town's resilience to climate change, as well as to identify any gaps in legislation or procedures (Milestone 2: Research). The research milestone of this framework is critical to identify and prioritize risks, vulnerabilities, and adaptation opportunities. This data as well as local climate projections were used to develop the vulnerability and risk assessment to identify the most severe climate impact in the community (Appendix A).

Public surveys and participation in community markets were used throughout the summer and fall of 2020 to engage the community in the Milestone 3: Plan, to help establish goals and develop adaptation actions. Using input collected from the community and the steering committee, ACAP Saint John developed a list of 48 adaptation actions that make up the Action Register (Section 3.3). The Action Register describes the adaptation actions recommended, risk ratings of associated climate impacts, the lead department responsible for completing actions, costs, and completion targets. Adaptation actions are referenced throughout the report as "Strategy X.XX."

Chapter 1: Introduction to The Town of Quispamsis



1.1 Municipal Background

The Town of Quispamsis (the Town) is a large suburban community neighbouring the City of Saint John, located approximately 22 km northeast of Saint John, between the Hammond River and the Kennebecasis River. The Town of Quispamsis is proud to be recognized as a “forward-thinking community where families enjoy a safe, friendly and active lifestyle surrounded by a beautiful, natural environment” (Town of Quispamsis, 2018a). The community is the sixth largest municipality in New Brunswick with a population of 18,245, which has increased by 1.7% since 2011 (Statistics Canada, 2016). Approximately 15% of the population is above the age of 65, and there are two special care homes and two nursing homes located within the Town.

Land use within the Town is predominantly residential and transforms from rural in the northern portion to residential further south, with strips of commercial businesses, conservation areas, and parkland located throughout the municipality. Business parks are located adjacent to the MacKay Highway, along Millennium Drive. Industrial operations are limited to an industrial park on the Palmer Brook Road, in the Northeast portion of the Town. Natural Assets within the Town include forested areas in the northern portion of the Town, the Kennebecasis River, Mud Lake, Ritchie Lake, Meenan’s Cove, MacFarlane Lake, and tributaries of the Kennebecasis and Hammond Rivers.

1.2 Climate Change in Quispamsis

Climate Change is one of the greatest challenges facing human civilization today. It directly impacts fundamental resources like food, water, and shelter globally. The impacts of climate

change in Canada are already evident, through increased temperatures, shorter snow and ice cover seasons, earlier spring peak streamflow, and a shift in precipitation patterns (Bush et al, 2019). The Intergovernmental Panel on Climate Change (IPCC) is a United Nations scientific body and the foremost authority on Climate Change science. In its most recent report, the Fifth Scientific Assessment Report (AR5), the IPCC finds that warming of the climate system as a result of increased greenhouse gas (GHG) emissions is irreversible, and Canada is warming at approximately twice the global average (Bush et al., 2019; IPCC, 2014). Higher concentrations of GHGs in the atmosphere have led to an increase in global temperatures with 2016, 2019, and 2020 being the hottest years on record (WMO, 2021). This aligns with a trend in global warming that has been observed over the last 60 years (Figure 2).

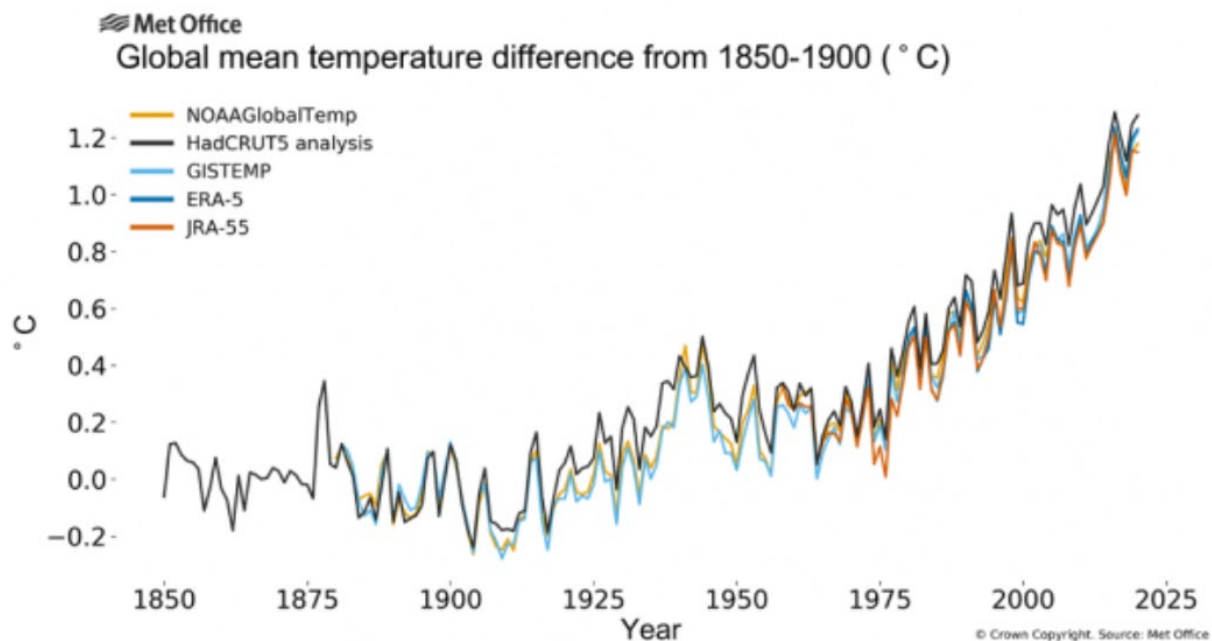


Figure 2: Temperature trends from 1850-2020 (WMO, 2021).

The climate challenges facing the Town of Quispamsis include extreme precipitation events, inland flooding from spring freshets, as well as heavy rainfall, and an increase in mean annual temperature (Figure 3). For communities located within the Kennebecasis River Valley, flooding can be anticipated within the floodplain and diligent planning can reduce damage to infrastructure. Impacts of increased annual temperature include winter rain events, heat stress during summer months, and periods of drought. The Climate Change Adaptation Plan will provide recommendations for the Town to develop innovative solutions and integrate adaptation into existing programs while continuing to thrive as a positive, sustainable community.

Figure 3 provides an overview of the local Climate Change projections for Greater Saint John. For more information, ACAP Saint John has completed a background report *Understanding Climate Change in Saint John* (2020), that provides a more in-depth analysis of climate change projections and the associated impacts. Climate projections are also listed in Appendix A.

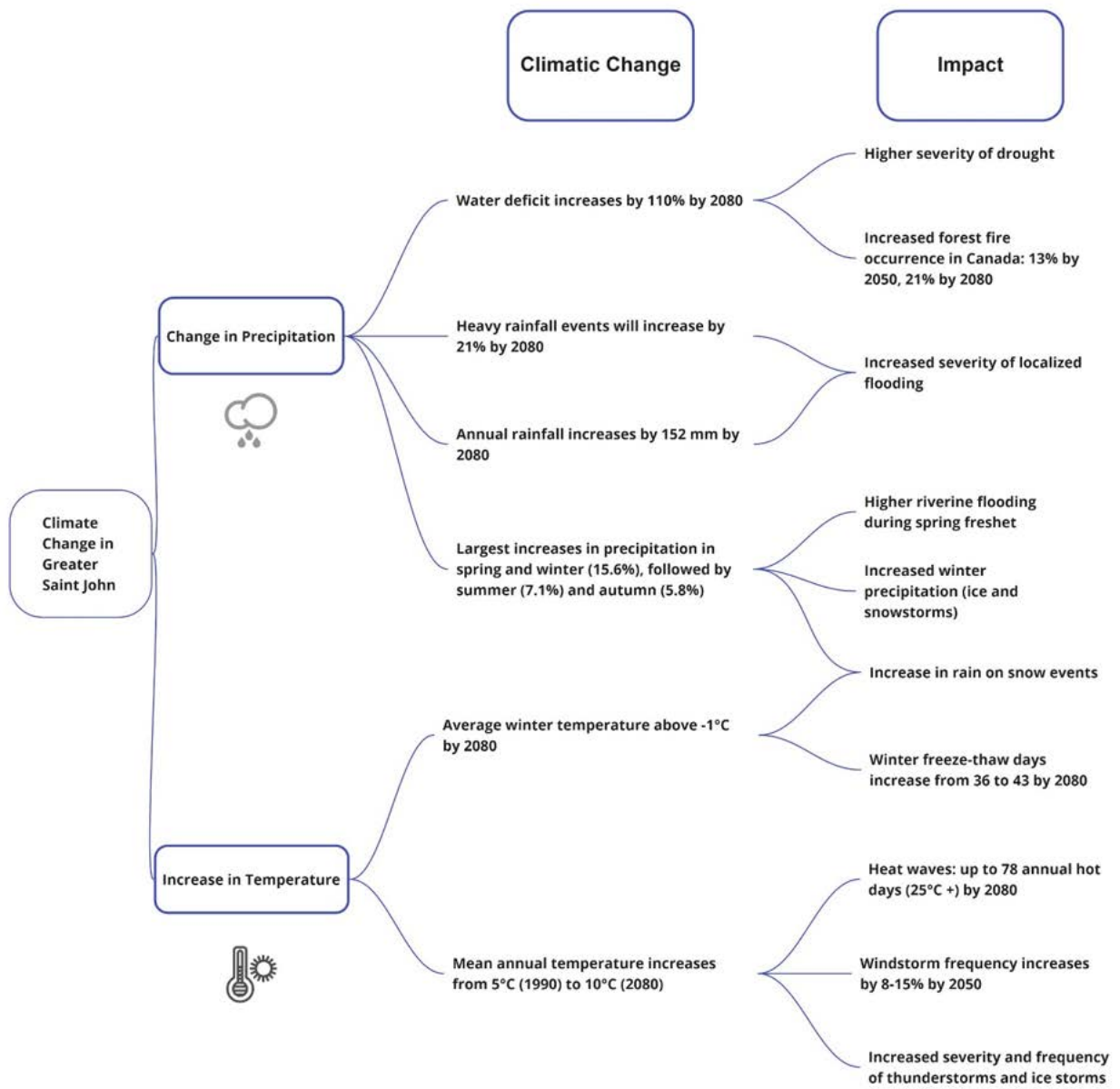


Figure 3: Climate Change impacts and outcomes for the Greater Saint John Area (QUEST, 2018; Roy and Huard, 2016; Bruce, 2011; Wang et al., 2015; PCC, 2019).

1.3 Gap Analysis

ACAP Saint John has reviewed relevant reports, by-laws, and policies followed by the Town of Quispamsis to develop a preliminary risk assessment. This analysis will help identify climate adaptation initiatives that are already taking place, and to help provide recommendations to the Town for adaptation. The following is a summary of this review. Table 6 in Appendix B highlights climate impacts that have been identified by the Town through previous work, as well as additional climate impacts that have not yet been addressed.

1.3.1 Climate Change Mitigation

The Town of Quispamsis is a founding member of the Federation of Canadian Municipalities Partners for Climate Protection Program and has addressed the need for Climate Change adaptation in the Municipal Plan (2018-2028) with a focus on sustainable development and growth. Using 2015 emissions as a baseline, the Town committed to reducing corporate emissions by 12% by 2025, as well as reducing community emissions 8% by 2025, and 16% by 2035 (YHC Environment, 2018). The Town has already achieved energy efficiency projects such as the construction of the Q-Plex, a LEED certified building, three electric car charging stations, and by adopting minimum energy standards for housing and small-scale commercial buildings (Town of Quispamsis, 2019). The Town has a desire to holistically respond to climate change by using low carbon solutions to adaptation such as maintaining green areas, ecosystems, and watersheds, as well as continuing to develop active transportation infrastructure. Adaptation actions that support reducing GHG emissions and increase resiliency include developing neighbourhoods that encourage multi-modes of active transport (Strategy 1.9), and to diversify energy supply to reduce energy usage by integrating green energy into Town infrastructure (Strategy 4.46).

1.3.2 Municipal Plan

The Town updated its Municipal Plan in 2018 that will guide development from 2018-2028. The next update will be completed in 2022. Community visions listed in the Municipal Plan include maintaining and enhancing the natural environment, and building a sustainable, healthy, vibrant, inclusive, and safe community. These visions fall in line with developing a climate change adaptation plan for the community. Section 5.5.5 of the Municipal Plan states support for an adaptation plan "It shall be a policy of Council to: Undertake the development of a Climate Change Adaptation Plan to assist in the identification of land uses and infrastructure that are climate adaptation priorities (i.e., highly vulnerable with a high degree of risk)" (Town of Quispamsis, 2018a). The Municipal Plan also supports incorporating considerations for climate change impacts into new regulations as well as the design and development of new infrastructure (Strategies 1.5, 2.14).

Section 5 of the Municipal Plan, "Environmental Policies" references policies that will support community adaptation, such as a public education program to reduce water usage during dry periods, encouraging stormwater management that promotes groundwater infiltration, and to consider the impacts of climate change and adaptation in the development of any major new infrastructure projects (Strategies 3.32, 4.42). The Town relies entirely on groundwater resources for freshwater supply, meaning protecting groundwater in a changing climate will be essential. The Town has seen significant growth in the last 10-15 years, and this trend is likely to continue in the future. Water studies conducted in 2005 and 2011 stated that two potential water sources in the Palmer Brook Watershed and areas in proximity to Millennium Drive could support further development in the Town. Council committed to a re-examination of the previous two studies and into wellfield capacities to service current and future demands. This new study should account for climatic changes that may deplete groundwater resources due to increased temperatures and dry periods (Strategy 1.8).

A Stormwater Management Plan is to be completed and will recommend that new developments maintain a net-zero balance between pre- and post-development flow. A study will also need to be conducted to determine ways to implement stormwater management practices to mitigate climate change impacts such as heavy periods of rainfall, and to protect environmentally sensitive areas. Council proposed to “Undertake the development of a Municipal Watershed Mapping and Stormwater Management Program that will identify the key natural drainage areas and basins across the municipality as well as identify the predictive storm flows at a 1-100 years plus 20% to identify areas within the Municipality that are prone to flooding” (Town of Quispamsis, 2018a). Community members should be engaged when completing the stormwater management plan to help identify areas that require attention and to educate the public about the importance of managing increasing stormwater volumes (Strategy 3.30).

As part of this directive, the Town has worked with Dr. Paul Arp from UNB’s Watershed Forest Research Center to develop a flood layer that predicts areas at risk during heavy rainfall events. This information identifies watercourses, drainage channels, and wet areas that are not recognized in provincial mapping to assist in planning new subdivisions out of risk areas. The Town has been able to locally protect certain waterways through this process to avoid flooding during heavy rainfalls (Strategy 4.43).

1.3.3 Zoning By-Law

The Town of Quispamsis Zoning By-Law was enacted in 2009 and recently amended in 2019. The Zoning By-Law dictates development policies within the Town of Quispamsis. Policies of note include restrictions for waterfront properties, where no alteration of existing waterfront buildings or land can be completed without approval by the Planning and Advisory Committee (PAC) (Town of Quispamsis, 2009). The PAC may also request that an Environmental Impact Assessment or a Wetland and Watercourse Alteration Permit be obtained before granting or denying a variance request. The Zoning By-Law is currently being updated. Updating zoning within flood zones to restrict development within flood prone areas (accounting for 7m flood elevation and 1 in 100 +20% storms) will help to avoid damages to new developments in the Town (Strategy 1.1).

1.3.4 Commercial Development

The Town of Quispamsis drafted the Millennium Drive Development Scheme in 2000 to guide commercial development on Millennium Drive. The scheme includes best management practices on chemical storage, landscaping, and stormwater management (Town of Quispamsis, 2000). Millennium Drive is a commercial strip adjacent to the MacKay Highway, and therefore this guide only applies to a small area of the Town. Best practices in the development scheme should be expanded to include all commercial areas within the Town (Strategy 1.10). Developing more ambitious design standards for commercial properties that includes low impact development design is another, more ambitious goal to help manage increased stormwater flow (Strategy 1.7).

1.3.5 Asset Management

The Town's Asset Management Plan includes the Asset Management Policy (2018), Asset Management Strategy (2018), State of the Infrastructure Report (SOI) (2018), and a Comprehensive Asset Management Plan (CAMP) (2019). The SOI and CAMP were both prepared by R.V. Anderson & Associates. The Asset Management Policy will be reviewed every 5 years. Natural Assets are not included in the first iteration of the asset management program, but consideration will be given to including them in future versions. Under the SOI Report the Town's infrastructure received an overall grade of A-, meaning that infrastructure is in a very good state of repair, with only 3% of infrastructure rated as poor or worse, 6% rated as fair, 35% rated as good, and 56% rated very good. The current state of infrastructure helps to determine whether climate risks will exacerbate infrastructure deficiencies or determine the likelihood of failure of an asset due to climate impacts. Under the CAMP, two types of risk events have been identified: 1. Failure due to asset deterioration and 2. Failure due to extreme weather events. This analysis will give the Town a better understanding of how climate impacts will affect infrastructure. Within risk event 2 (extreme weather events), eight significant risks were identified:

1. "Extreme rainfall causing overtopping of culverts
2. Fluvial (River) flooding causing Gondola Point Road washout
3. Fluvial (River) flooding causing flooding of WW Pumping Stations along Gondola Point Road
4. Fluvial (River) flooding causing flooding of Meenan's Cove Beach House
5. Extreme temperature limiting Q-Plex ice making
6. Blockage of stormwater drainage channels due to snow and ice accumulation
7. Snow accumulation leading to building roof collapse
8. High winds causing loss of power at Q-Plex" (R.V. Anderson, 2019b).

In the future, Town staff will ensure infrastructure investments are based on asset management data and information such as remaining lifespan, level of service provided to the community, and risk of failure. The asset management plan is part of the Town's efforts to address potential infrastructure damages due to more severe weather events. Identifying and integrating municipally owned natural areas into the asset management plan will help to manage natural assets that provide ecosystem services to the Town and help lengthen the life of traditional infrastructure (Strategies 1.3, 1.4).

1.3.6 Water Supply Study

A Water Supply and Distribution Study was completed by CBCL in 2019 on behalf of the Town. The purpose of the study was to determine the feasibility of area aquifers to support future growth and development. The study found that area aquifers can sustain current usage rates of water within the Town, however, several additional wells would be necessary to accommodate the entire Town on the municipal water system. Areas that have potential to be high yielding aquifers were identified for further study. The model was completed under long term, steady state conditions, and therefore did not consider the reduction of groundwater that the Town will experience under future climate conditions. CBCL recommended that the Town identify areas that are experiencing

poor water quality or quantity and to develop a questionnaire for potential customers to determine interest in connecting to the municipal water system (Strategy 2.20).

1.3.7 Emergency Measures Plan

The Town of Quispamsis Municipal Emergency Measures Plan was developed in collaboration with the New Brunswick Emergency Measures Organization (NB EMO) in 2018. The plan was developed to guide the Town and the Quispamsis Emergency Measures Organization (QEMO) through emergency situations. This plan included the completion of a hazard assessment and response actions for specific climate hazards such as blizzards/ice storms, erosion, flooding, heat waves, severe weather (i.e. hurricane, post-tropical storm, tornado, thunderstorm), wildfires, and critical infrastructure failures (Town of Quispamsis, 2018c).

As part of a continuous improvement process, the QEMO Plan and execution is evaluated after each event to identify what was successful and what responses could use improvement. For example, an emergency response plan has been developed to respond to riverine flooding after the 2018 spring flood event so that the Town can respond more effectively during future flood events. This plan can be a good reference for responding to climate related hazards and should be reviewed and updated on an annual basis (Strategy 1.2).

1.3.8 Spring Freshet Flooding

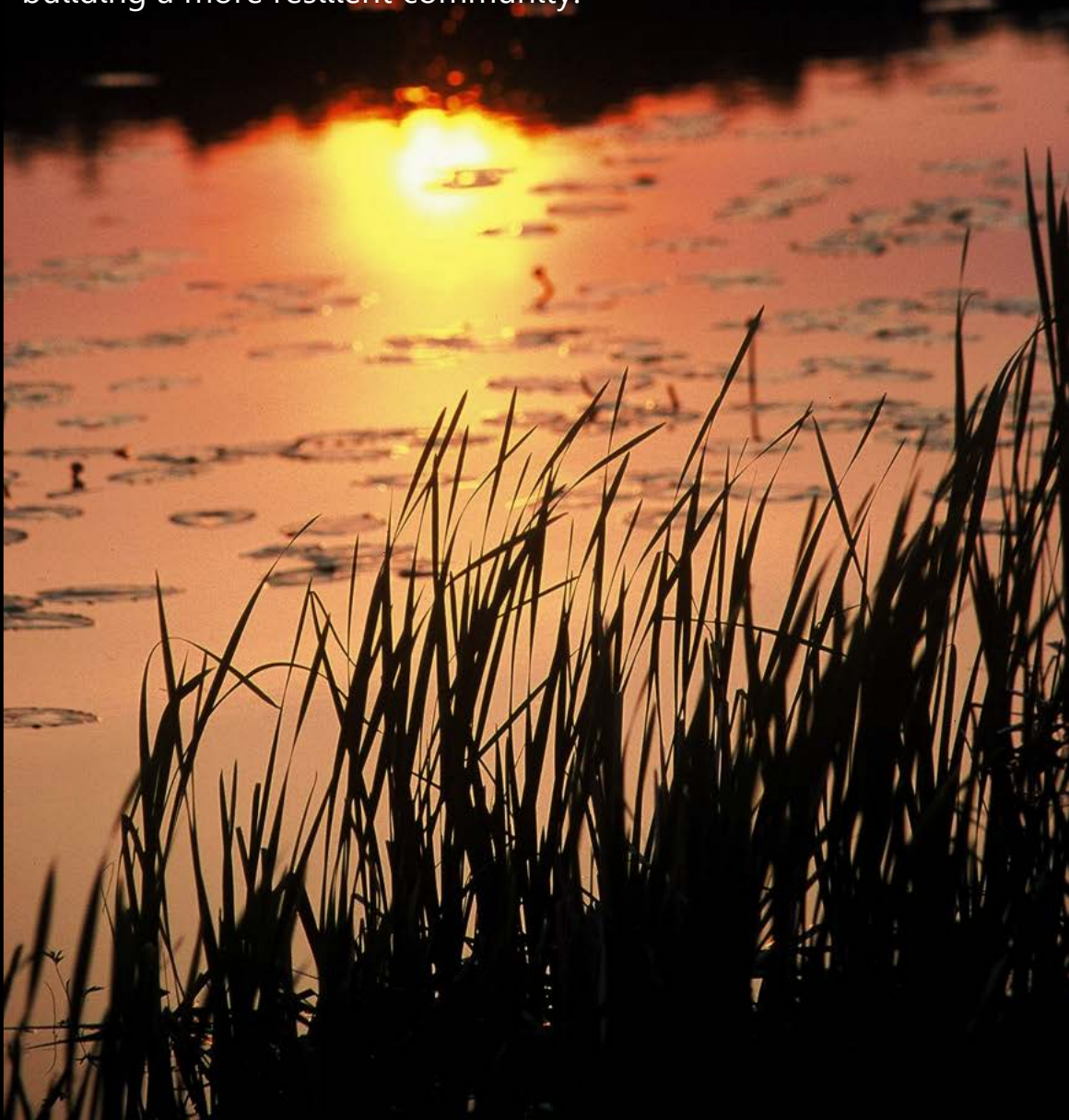
Following spring freshet flooding in 2018, the Town retained Brunswick Engineering to complete a Geotechnical Inspection & Rehabilitation Design for flood impacted infrastructure. Five sites were selected for rehabilitation work:

- 507 Gondola Point Road – Lift Station
- 556 Gondola Point Road – Roadway Fore-slope
- 565 Gondola Point Road – Lift Station and Parking Area
- 623 Gondola Point Road – Lift Station and Roadway Fore-slope
- Matthews Cove – Channel and Fish Ladder.

Engineering, Public Works, and Community Services are continually striving to mitigate damages during extreme events. Following the 2018 and 2019 spring freshet flooding, the Town installed a berm around the Meenan's Cove Beach House to protect the building from future flood events. The Town has also refined its sandbagging process and mapped critical transportation routes that are impacted by riverine flooding. Other flood resiliency measures completed by the Town include road stabilization along the river, working to relocate and retrofit wastewater pumping stations along the Gondola Point Road abutting the Kennebecasis River as well as generators for wastewater pumping stations. Adapting nationally recognized (CSA) standards for flood resilience and stormwater management in flood risk areas for new developments will increase resilience to flooding in the Town of Quispamsis (Strategy 1.17).

Chapter 2: Climate Change Adaptation in Quispamsis

Adaptation planning is a process that enables communities to deal with the impacts, challenges and opportunities presented by climate change, while maintaining the level of service and credibility that the municipality is known for. This section will identify local risks in the Town of Quispamsis to work toward reducing vulnerabilities and building a more resilient community.



2.1 Community Engagement

The Kennebecasis Valley community was engaged through an online participatory mapping exercise that asked participants to identify their favourite spaces, areas where they have observed climate impacts, as well as areas they would like to see environmental enhancement projects. Approximately 33 community responses were received from the survey. Participants identified the Q-Plex Recreation Complex, Gondola Point Beach, and Meenan’s Cove as favourite places in the Town. Seasonal flooding was also identified as the largest climate change impact in the community, followed by heavy rainfall (Figure 4). The virtual exercise concluded by asking the participant a series of focused questions about adaptation and what barriers might exist. This survey provided support for significant areas that should be prioritized in the adaptation plan as well as identifying any local challenges that may be less obvious. Results from this survey were shared on ACAP Saint John’s social media platforms and at the Kingston Farmers Market (Figure 4).

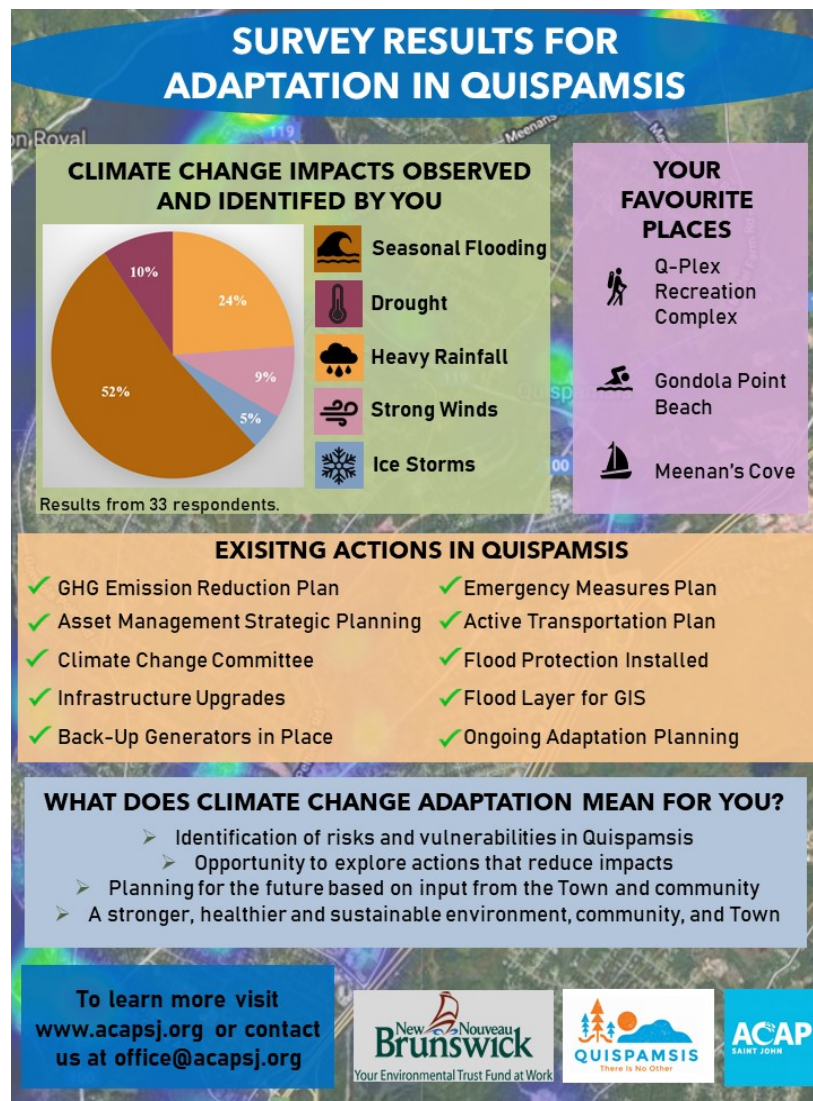


Figure 4: Results from steering committee and summer online community surveys.

After developing and reviewing the adaptation actions with the Steering Committee, ACAP Saint John used online engagement once again in January 2021 to update the community on the progress of the planning, to present the actions, and to provide an opportunity for feedback. Climate change impacts in the region were presented to give context for the suggested actions and educate participants about local changes. The exercise showcased actions that involve community engagement including workshops and awareness campaigns, as well as actions that fall under municipal services such as infrastructure upgrades and policy changes. Through this engagement tool, ACAP Saint John was able to build awareness about adaptation planning and provide an opportunity for community input on recommended actions.

Over 200 residents of the Town of Quispamsis accessed the January online survey to review projected climate change impacts to the community. Comments from focused survey questions were collected and analyzed using a word cloud (Figure 5). Common themes included increasing or maintaining greenspace, reducing litter, avoiding development within the floodplain, and reducing greenhouse gas emissions. Responses pertaining to specific actions in the Action Register are discussed in Section 3.3.

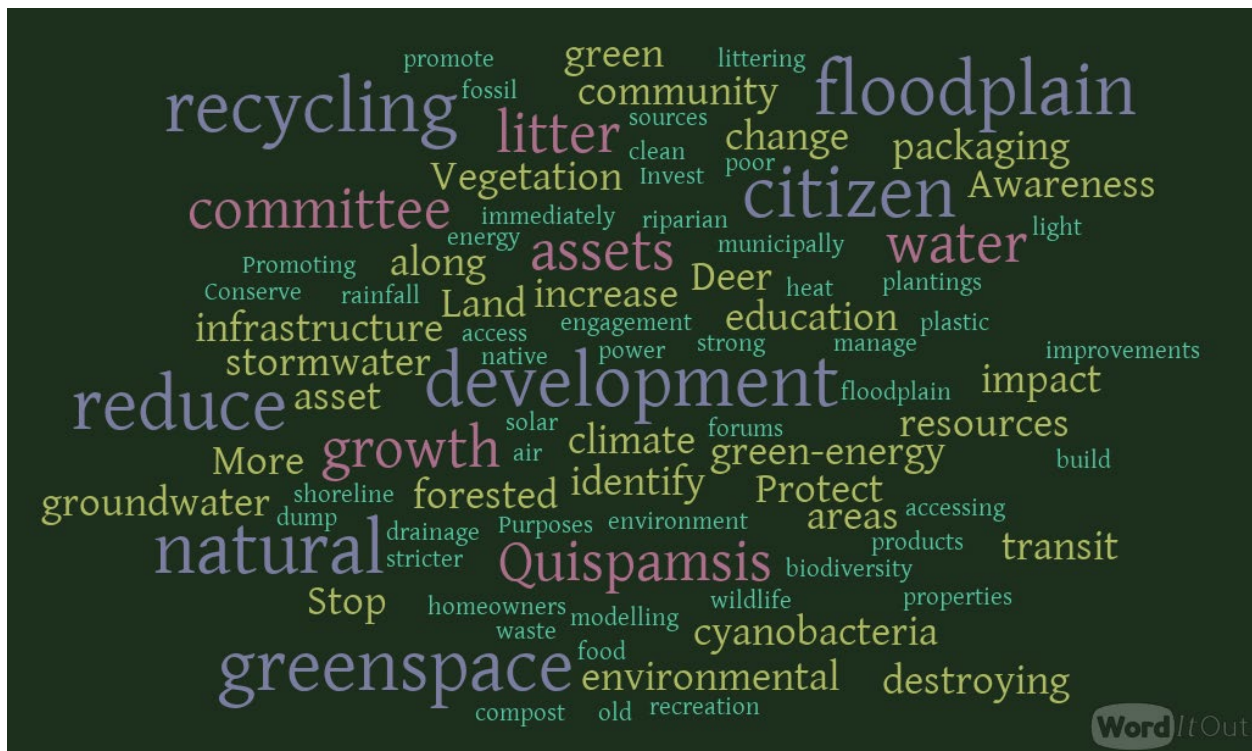


Figure 5: Key words from ACAP Saint John's community survey in January 2021.

2.1.1 Kingston Farmers Market

ACAP Saint John attended the Kingston Farmers Market for two weekends in October 2020 to bring awareness about the adaptation planning being completed in Quispamsis (Figure 6). Results from the online engagement and Steering Committee questionnaires were presented in an infographic format (Figure 4) that was available for community members to take home, along with ACAP Saint John's report *Understanding Climate Change in Saint John*. These resources will help increase community knowledge about climate change and highlight the importance of awareness and adaptation.

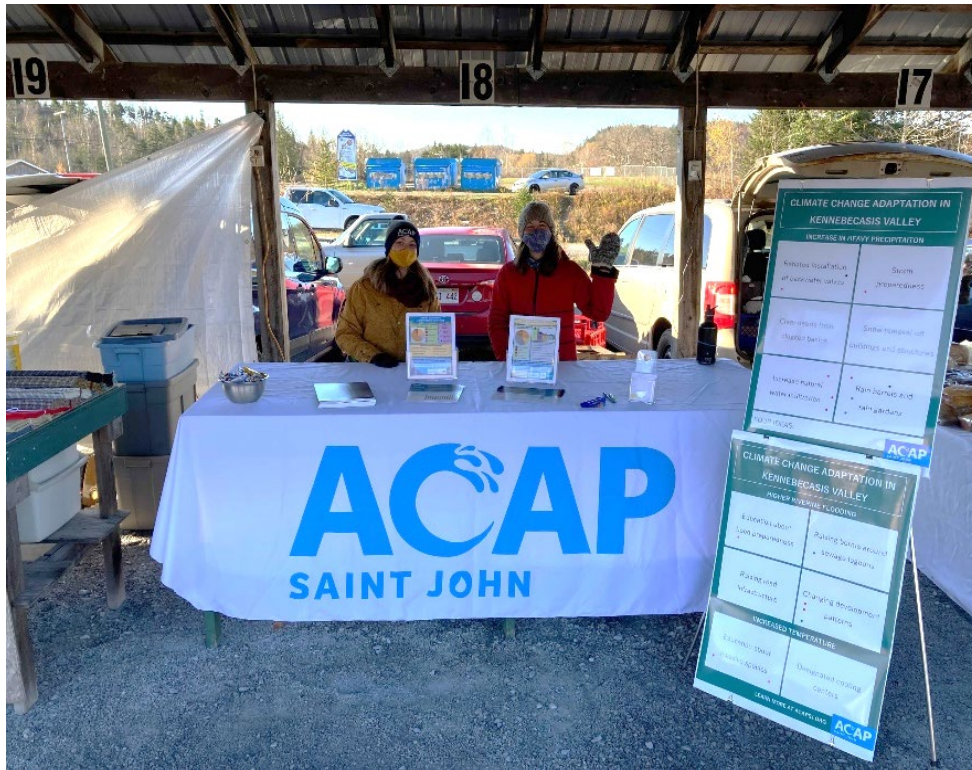


Figure 6: Community engagement at the Kingston Farmers Market, October 2020.

The Climate Change Team also presented adaptation actions that can be implemented with respect to specific climatic changes such as riverine flooding and increasing temperatures. Community members were encouraged to use stickers to mark the actions they think are important for protecting the Town and building resilience to changing climate (Appendix C, Figure 16). Using rain barrels and rain gardens to manage heavy precipitation was the most popular response from suggested adaptation actions (Table 1).

Table 1: Community responses for suggested adaptation actions from ACAP Saint John’s outreach at the Kingston Farmers Market. Note: these responses are from both residents of Quispamsis and Rothesay.

Climate Change Adaptation Action	Number of Votes
<i>Increase in heavy precipitation</i>	
Rebated installation of backwater valves	2
Storm preparedness	2
Clear debris from clogged basins	0
Snow removal off buildings and structures	0
Increase natural water infiltration	4
Rain barrels and rain gardens	6
<i>Higher riverine flooding</i>	
Education about flood preparedness	2
Raising berms around sewage lagoons	1
Raising road infrastructure	0
Changing development patterns	3
<i>Increased Temperature</i>	
Education about invasive species	3
Designated cooling centers	0
Total Responses	23

2.2 Vulnerability and Risk Assessment

A Vulnerability and Risk Assessment was developed to rank the severity of the Climate Change risks in the Town of Quispamsis. This process followed the ICLEI *Changing Climate, Changing Communities: Guide and Workbook for Municipal Adaptation* and falls under Milestone 2 of the adaptation framework: Research.

2.2.1 Impact Statements

To begin the Vulnerability and Risk assessment, ACAP Saint John developed a series of impact statements taking into consideration the input from Steering Committee members and community engagement. The impact statements describe an effect of changing climate and are broken into two categories of climatic changes: changing precipitation and increasing temperature. For each impact statement, the service areas (or municipal services) that would be affected were identified and assessed. The impact statements are used throughout the risk and vulnerability assessment and are included in Tables 9 and 10 in Appendix D.

2.2.2 Vulnerability Assessment

Vulnerability in this context refers to the susceptibility of a given service area to harm arising from Climate Change impacts (ICLEI-Canada, n.d.). Vulnerability is a function of the **sensitivity** of a

service area to climate impacts and the **adaptive capacity** of the service area (*Vulnerability = Sensitivity x Adaptive Capacity*). Higher vulnerability is associated with high sensitivity and low adaptive capacity; the system cannot respond. The sensitivity of each service area was assigned by determining how the function of each sector would be affected and whether the service area is already experiencing stress. Sensitivity was rated on a scale from 1-5 with 1 meaning the “functionality will stay the same,” and 5 meaning the “functionality will become unmanageable” (Figure 7). For example, localized flooding due to increased rainfall intensity will impact transportation infrastructure, and functionality of transportation infrastructure will get worse (S4).

If the Impact occurs, will It affect the functionality of the service area?				
No – Functionality will stay the same (S1)	Unlikely – Functionality will likely stay the same (S2)	Yes – Functionality is likely to get worse (S3)	Yes – Functionality will get worse (S4)	Yes – Functionality will become unmanageable (S5)

Figure 7: Scale to determine the sensitivity of a service area due to Climate Change impacts (ICLEI-Canada, n.d.).

Adaptive capacity identifies the service area’s ability to adjust to a climate impact with minimal cost and disruption. Adaptive capacity is rated on a scale from 1-5 with 1 meaning substantial costs and staff intervention will be required, and 5 meaning little to no cost or staff intervention is necessary to adapt to Climate Change impacts (Figure 8). For example, impacts associated with heavy rainfall and localized flooding, the adaptive capacity of the transportation service area was rated AC1; whereby substantial costs and staff will be required if the impact occurs.

Can the service area adjust to the projected Impact with minimal cost and disruption?				
No – Will require substantial costs (\$\$\$\$\$) and staff intervention (AC1)	No – Will require significant costs (\$\$\$\$) and staff intervention (AC2)	Maybe – Will require some costs (\$\$\$) and staff interventions (AC3)	Yes – But will require some slight costs (\$\$) and staff intervention (AC4)	Yes – No to little costs (\$) and staff intervention are necessary (AC5)

Figure 8: Scale to determine the adaptive capacity of a service area due to Climate Change impacts (ICLEI-Canada, n.d.).

Combining the sensitivity rating with the adaptive capacity provides the level of vulnerability for each impact (Figure 9). Using our increased precipitation example, where the transportation service area will be impacted by localized flooding (sensitivity=S4; adaptive capacity=AC1), the vulnerability rating equals V5, or “high.” Appendix D, Table 9 includes the sensitivity and adaptive capacity ratings that were assigned to each impact to determine the level vulnerability. Service areas with low adaptive capacity and high sensitivity have a higher vulnerability to Climate Change impacts, whereas service areas with higher adaptation capabilities and lower sensitivity have a lower vulnerability rating.

Sensitivity and Adaptive Capacity Matrix

	S1	S2	S3	S4	S5
AC1	V2	V2	V4	V5	V5
AC2	V2	V2	V3	V4	V5
AC3	V2	V2	V3	V4	V4
AC4	V1	V2	V2	V3	V3
AC5	V1	V1	V2	V3	V3

V1 = Low Vulnerability
 V2 = Medium-Low Vulnerability
 V3 = Medium Vulnerability
 V4 = Medium-High Vulnerability
 V5 = High Vulnerability

Figure 9: Scale to determine the vulnerability of a service area due to Climate Change impacts based on levels of sensitivity (S1 – S5) and adaptive capacity (AC1 – AC5; ICLEI-Canada, n.d.).

2.2.3 Risk Assessment

The same impacts identified in the vulnerability assessment were assigned a risk rating by developing an understanding of the **likelihood** (probability) and **consequences** of occurrence (*Risk = likelihood x consequence*).

The likelihood of an impact occurring is determined by the Climate Change projection data (Appendix A) and is ranked from 1-5, with 1 meaning an impact is “rare” and 5 meaning an impact is “almost certain” (Figure 10). To use our example from above, the likelihood of damage to the transportation service area due to localized flooding is 5 (almost certain to happen more than once a year).

LIKELIHOOD RATING	RECURRENT IMPACT	SINGLE EVENT
Almost Certain 5	Could occur several times per year	More likely than not- probability greater than 50%
Likely 4	May arise about once per year	As likely as not – 50/50 chance
Possible 3	May arise once in 10 years	Less likely than not but still appreciable – probability less than 50% but still quite high
Unlikely 2	May arise once in 10 years to 25 years	Unlikely but not negligible – probability low but noticeably greater than zero
Rare 1	Unlikely during the next 25 years	Negligible – probability very small, close to zero

Figure 10: Scale to determine the likelihood of Climate Change impacts occurring (ICLEI-Canada, n.d.).

ACAP Saint John modified the consequence table provided in the ICLEI Guide to support local assets and needs (Appendix D, Table 8). Each category represents a different community impact: health & safety; public services (power, sewer, water etc.); community lifestyle; natural environment; and infrastructure, and are ranked from 1-5, with 1 being an insignificant consequence and 5 being a catastrophic consequence. Each impact is assessed in all five categories to give a total consequence value out of 25.

To illustrate how these methods were applied, the consequences of damage to the transportation service area due to localized flooding are represented in Table 2. A summary of the consequence and likelihood tables for other impacts in the Town is included in Appendix D (Table 10).

Table 2: Consequences of damage to transportation infrastructure due to localized flooding under the increased precipitation climatic change (V5). Each consequence category is rated from 1-5 based on the severity of each consequence (values are outlined in Appendix D, Table 8).

Impact Statement: Damage to transportation infrastructure due to localized flooding under the increased precipitation climatic change.	
Consequence Categories	Consequence Value (1-5)
Health and safety	3 - Noticeable mental health impacts, non life-threatening injury.
Loss of service	2 - Significant disruption and stress on public administration.
Community and lifestyle	4 - Long-term disruption to routine. Recovery in months.
Natural environment	1- No impact on the environment.
Damage & recovery	3 - Moderate damage and high repair costs.
TOTAL	13

The likelihood rating was multiplied by the consequence value to give a risk value that falls into a spectrum ranging from very low risk to extreme risk (Figure 11). For our example (Table 2), multiplying the likelihood and consequences of damage to the transportation service area due to localized flooding (likelihood=5; consequence=13) provided a risk rating of 65, or a medium risk.



Figure 11: Risk rating spectrum to rank Climate Change impacts (ICLEI-Canada, n.d.).

The interpretation of the risk levels is as follows:

- **Extreme** risks demand urgent attention at the most senior level and cannot be simply accepted as part of the routine operations without executive sanction.
- **High** risks are the most severe that can be accepted as part of the routine operations without excessive sanction, but they will be the responsibility of the most senior operational management and reported on at the executive level.
- **Medium** risks can be expected to form part of routine operations, but they will be explicitly assigned to relevant managers for actions, maintained under review and reported upon at senior management levels.
- **Low** risks will be maintained under review, but it is expected that existing controls will be sufficient, and no further action will be required to treat them unless they become more severe (ICLEI-Canada, n.d.).

2.2.4 Priority Impacts

Priority risks were determined by the vulnerability and risk assessment. Impact statements that were rated as medium-high or high vulnerability, and medium to medium high risk are identified in Table 3. **It is important to note that there were no risks identified in the “Extreme” or “High” risk categories.** The highest risk level identified was “Medium-High,” and therefore, actions associated with these impacts were prioritized in the Action Register (Section 3.3, Appendix F). Further analysis of priority risks is discussed below.

Table 3: Summary of high vulnerability and risk service areas in the Town of Quispamsis. The complete results from the vulnerability and risk assessment can be found in Appendix D Tables 9 and 10. Note: Increased storm events was rated medium-high risk with medium vulnerability.

IMPACT STATEMENT		Medium-High Vulnerability Service Areas	High Vulnerability Service Areas	Risk Rating	
CHANGE IN PRECIPITATION	Higher Riverine Flooding	Damages to infrastructure/ properties due to flooding and/or erosion	Drinking water, storm system, municipal buildings	Sanitary system, transportation, private buildings	Med-High
	Heavy rainfall Flooding	Damages to infrastructure/ properties due to flooding and/or erosion	Drinking water, storm system, municipal buildings	Sanitary system, transportation, private buildings	Medium
	Winter rain	Flooding due to clogged catch basins (rain on snow event)		Municipal & private buildings	Medium
		Ice accumulation due to freezing rainstorms/flash freezing	Energy management		Medium
	Increased snowfall	Infrastructure damage due to increased snow loading on buildings	Municipal & private buildings		Medium
	Drought	Increased depletion of water supply for property owners with private wells		Drinking water system	Medium
		Increased forest fire potential	Parks and recreation, environment	Municipal & private buildings	Low
INCREASED TEMPERATURE	Increased storm events	Infrastructure damage due to increased storms			Med-High
	Increased heat waves	Stress on habitat for cold water species due to loss of cool streams for refuge	Environment		Medium
	Increasing average winter temperature	Invasive species migration due to warmer winters	Parks and recreation		Medium

Change in Precipitation

Annual precipitation is projected to increase by approximately 150 mm by 2080, and heavy rainfall events (more than 20 mm in 24 hours) will increase by 21% by 2080 (Figure 3). Even though precipitation is expected to increase overall, the greatest increases will occur in the winter and spring, followed by the summer, and then fall. This means that winters will become wetter with more snow, freezing rain and rain events, and spring will see heavy precipitation and increased

snowmelt rates, leading to increased risk of riverine and inland flooding, flooding due to catch basins being clogged with snow and ice, ice accumulation on infrastructure and increased snow loading on buildings (Medium to Low Risks; Table 3). Summer and fall will become drier and the water deficit will increase 110%, therefore increasing risk of drought and forest fires (Medium to Low Risk; Figure 3, Table 3).

The Town of Quispamsis currently has a list of priority areas that are prone to flooding during heavy rainfalls. These areas are regularly maintained and monitored closely before, during and after a rain event to ensure that critical infrastructure is not heavily impacted (Strategy 1.11). Upsizing stormwater management infrastructure to handle larger stormwater flows during end-of-life replacements will help manage heavy rainfall in the future (Strategy 2.18).

The Town's wet areas mapping layer completed by UNB also helps to envision areas that are more prone to flooding and will help the Town avoid infilling drainage channels when planning new developments. This mapping will be used to develop the watershed stormwater management plan that the Town has committed to in the Municipal Plan (Strategy 1.6). All of the impacts that ACAP identified from stormwater flooding were rated Medium in the risk assessment (Table 3).

Riverine Flooding

In the spring of 2018 and 2019, New Brunswick experienced record spring freshet flooding across the Wəlastəkw (St. John River) watershed, impacting infrastructure along the Kennebecasis River. The 2018 flood reached 5.73 m above sea level measured at the "St. John River at Saint John" hydrometric data station whereas the 2019 flood peaked at 5.55 m. For the remainder of this Section, data from the 2018 flood will be analyzed since this is the highest level reached during both flood events.

According to the risk assessment, the Town is at a Medium-High risk of damage to infrastructure due to riverine flooding (Table 3). Approximately thirteen critical areas were identified using the Town of Quispamsis GIS where roadways, sewers, stormwater culverts, and sewage lift stations were impacted by flooding in the spring of 2018. Seven of these critical locations were on the Gondola Point Road, two on the Gondola Point Arterial (including the ferry landing), three in the Meenan's Cove area, and two on Hampton Road near Palmer Brook. These areas are likely to be impacted by flooding in the future as winter and spring precipitation increases, and sea levels south of the Town continue to rise. Flooding was observed to block off the road on the Gondola Point Road and Douglas Drive, which will impact accessibility and mental health in these areas (Medium risk). Specific locations are noted in Table 4, and maps depicting these areas are listed in Appendix E. Raising roadways and protecting wastewater pumping stations within these flood areas will help to reduce damage and isolation due to riverine flooding (Strategies 2.15, 2.16). Publicly identifying alternate routes for transportation when these routes are flooded will reduce isolation during flood events (Strategy 4.44).

Many homes (mostly along the Gondola Point Road) were observed in the aerial photos to be impacted by flooding, but an assessment was not completed due to lack of data. Through correspondence with municipal staff, approximately 36 homes were directly impacted by flooding

in 2018. Increasing awareness and availability of flood mapping and forecasting will avoid new development within the flood zone (Strategy 3-25). Currently any new buildings within 30m of a waterway are required to be approved by the Province of New Brunswick as well as the Planning and Advisory Committee, but there are few methods available to the municipality to increase flood resiliency on private property where structures already exist. In essence, it is up to the homeowner to adapt their properties to the impacts of flooding, which makes education and awareness a key goal of the adaptation plan (Strategy 3: Improving community awareness and public education).

Table 4: Flood impacted infrastructure in the 2018 spring flood.

Location	Impacted Infrastructure	Comments
623 Gondola Point Road	Sewage lift station, road, stormwater culverts, nearby homes	Erosion to bank/road shoulder. Recommended for rehabilitation (Brunswick, 2019b).
586 Gondola Point Road	Sewer lines, stormwater culverts, road, nearby homes.	
575 Gondola Point Road	Stormwater culvert, nearby homes	
565 Gondola Point Road	Sewage lift station, nearby homes	Lift station building could be fully encompassed by water in some flood scenarios. Rehabilitation recommended (Brunswick, 2019b).
547-558 Gondola Point Road	Stormwater culverts, overhead utility lines, road, nearby homes	Erosion on the stream bank is causing tension cracks in the roadway. Recommended for rehabilitation (Brunswick, 2019b).
507 Gondola Point Road	Sewage lift station, road, stormwater culverts, nearby homes	Stormwater outlet is eroded. Recommended for rehabilitation (Brunswick, 2019b).
495 Gondola Point Road	Stormwater culvert, nearby homes	
282 Gondola Point Arterial	Gondola Point Ferry landing	Major connector to the Kingston Peninsula.
Gondola Point Ferry Arterial (Matthew's Cove)	Road, Matthew's Cove Trails	Connection to the Gondola Point Ferry, Gondola Point Road.
Palmer Brook Road at Palmer Brook	Road (shoulder)	Connection to the MacKay Highway.
Hampton Road at Palmer Brook	Road (shoulder)	Connection to the Hampton Road, MacKay Highway.
Hammond River Road (Harding's Pond)	Stormwater culvert, road (shoulder)	Close to flooded on both sides. In a higher flood scenario, this route could be blocked.
Meenan's Cove Park	Trail, Meenan's Cove Beach House, Stormwater outlet, boat launch	A berm was built around the beach house in 2019 to protect the building from future flooding.
6 Douglas Drive	Stormwater culvert, road, nearby homes	
Hammond River Park	Walking trail	

Drought

Through consultation with the Steering Committee, there are concerns within the municipality associated with drinking water quantity and quality in private wells throughout the Town during the summer months. Increasing temperatures and decreased summer precipitation can lead to drought conditions in the summer, and this risk has been rated medium in the risk assessment (Table 3). Educating the community about reducing water usage during periods of drought is an important tool to conserve freshwater (Strategy 3-32). Future climate change impacts such as increased temperature and the increased likelihood of summertime drought should be considered in future water supply and distributions studies (Strategy 1.8).

Forest Fires

Although precipitation is expected to increase due to Climate Change, the rate of precipitation increase does not make up for the rate of temperature changes. Seasonal precipitation increases associated with Climate Change must be 15% higher to offset the dryness brought on by every 1°C rise in temperature (Wotton et al., 2017). Total annual precipitation is expected to increase by 11% from baseline levels by 2080; combined with a projected increase of 5°C from baseline levels by 2080 we can see that increasing temperatures will reduce the overall moisture content of forest soils (Figure 3).

There are currently no fire risk assessment tools available for use in Canada (Johnston et al., 2020). This will be a limitation of this adaptation plan. Through ACAP Saint John's Vulnerability and Risk Assessment, forest fires are rated high vulnerability and low risk (Table 3). This vulnerability is high due to a high wildland/urban interface in the community, and the substantial financial impact of a wildfire, therefore increasing recovery costs and lowering the adaptive capacity of the Town. Forest conditions are monitored in New Brunswick by the Department of Natural Resources and Energy Development, during the fire season (April-October) and when appropriate, will restrict access to Crown land and recreational burning on private land to reduce fire risk (NBDNRED, 2020). Currently, widespread forest fires in southern New Brunswick are not common, therefore the likelihood is low, resulting in a low-risk rating. As conditions change, this could warrant reassessment and further study.

Understanding Forest Fires in a Changing Climate

The lower organic layer of the forest floor (duff layer) is monitored in forest fire indexes and can indicate the likelihood of fires occurring due to lightning strikes (Wotton et al., 2010). The moisture of the duff layer as well as medium size woody material on the forest floor is measured using the Duff Moisture Code (DMC) (Figure 12; Natural Resources Canada, 2020). The higher the DMC value, the drier the soil. The dryness of the duff layer is expected to increase by 15% in 2020-2040 and by 60% in 2080-2100 (Wang et al., 2010)

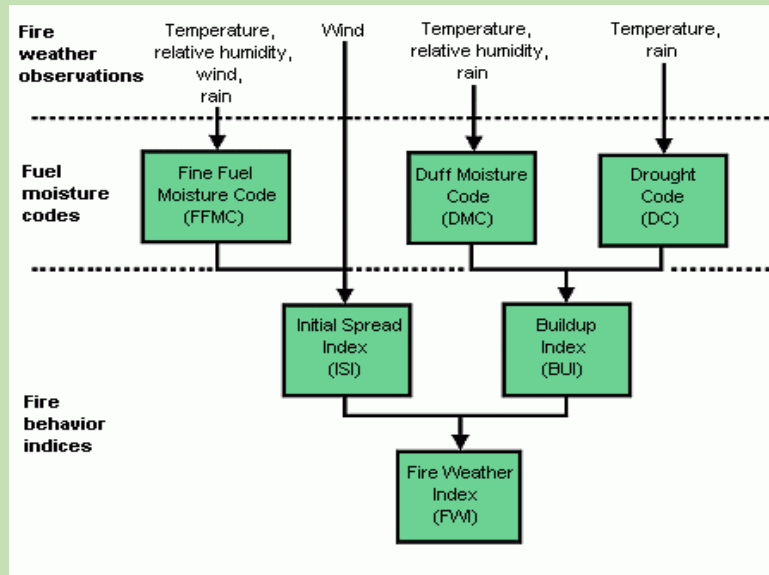


Figure 12: Structure of the Canadian Forest Fire Weather Index system (Natural Resources Canada, 2020).

Research has indicated that forest fires will increase by 35-400% across Canada by 2050 (Wang et al, 2015). Fire Weather Indices (FWI) measure fire danger throughout Canada. Parameters that determine FWI include the soil dryness (DMC, Drought Code, Fine Fuel Moisture Code), fuel buildup (Build Up Index) and wind (Initial Spread Index) (Figure 12). The FWI in the Saint John region is expected to increase by 13% by 2050 and 21% by 2080, and although there were no recorded forest fires in the Saint John area in 2020, this could be an issue in the coming years (Wang et al., 2015, NBDNRED, 2020).

Increase in Temperature

The mean annual temperature in the region is expected to double from 1990 levels (5°C) to 10°C by 2080. This will cause heat waves, increased tropical storm activity and severity, and increased winter temperatures. Increasing temperature can have numerous implications for human and ecological health. Heat stress will disproportionately impact vulnerable populations such as seniors and low-income individuals that may not have access to air conditioners, shelter, or transportation to travel to cooling greenspaces, beaches, or pools (Medium risk; Appendix D, Table 10).

Hotter temperatures can change the habitable conditions of rivers, lakes, and smaller streams, and can result in the loss of habitat for local species (Medium risks; Table 3). Warmer streams can also reduce oxygen availability and increase pollutant transport which can result in harmful levels of environmental contaminants such as ammonia and methylmercury (Pinkney, 2014). Daily municipal function allows staff to observe natural spaces and recognize where habitats are changing and can work with local watershed associations to monitor critical habitats along the Kennebecasis River. This monitoring is significant to protect critical habitats as well as to identify areas where invasive species may become more common (Strategy 4.45).

Temperature changes can create favourable conditions for bacterial growth such as cyanobacteria, which can produce toxins that are harmful to humans, pets, and wildlife (Medium risks; Appendix D Table 10). Cyanobacteria, in the form of blooms or benthic mats can pose a threat to residents and pets, specifically dogs who are attracted to the smell of mat material. Public education is critical to ensure the community is aware of how to reduce their risk when enjoying local waterways. To build awareness the Town can install educational signage at popular sites or in areas where concerns have been expressed (Strategy 3.36).



Increased winter temperatures can impact municipal infrastructure such as roads due to an increase in freeze thaw cycles (FTC). The average winter temperature in 2080 is expected to climb to -1°C , resulting in an increase in FTC by seven cycles annually (Medium risk; Appendix D, Table 10). This will result in an increased need for road repair and will likely impact municipal budgeting.

Canada's Acadian Forest has been identified as an area which will experience ecosystem changes from increased temperatures and Climate Change, including species lost, changes to species habitat range, productivity changes, damage and loss of trees from invasive insects, and increased storms (Taylor et al., 2017). The Emerald Ash Borer (EAB) is an invasive beetle that was first observed in New Brunswick in the Spring of 2018. The EAB has proven to be devastating in other Canadian municipalities due to the 5 to 10-year terminal lifespan once these trees are infected. The adaptation plan recommends that the Town avoid planting new Ash tree species to mitigate damages cause by the EAB (Strategy 4.47).

Increased Storm Events

Post-tropical storms and hurricanes will become increasingly common due to rising global temperatures. As a result, the Town will feel the effects of these storms moving up the coast, resulting in increased wind and rainstorm activity. Increased storm activity puts the Town at risk of infrastructure damages (Medium-High risk), power and communications outages (Medium risk) and damages to trees and green spaces (Medium-Low risk; Appendix D, Table 10). Due to the increase of wind and ice storms projected under future Climate Change conditions, working with NB Power to monitor tree growth around overhead utility lines is important for maintaining services for Quispamsis residents and businesses (Strategy 1.12).

The Action Register recommends creating a voluntary signup for individuals who require electricity to run healthcare equipment as well as those who may need assisted evacuation (Strategy 4.41). For this recommendation to be effective, collaboration between healthcare providers, community centers, EMO, and residents is necessary. Promotion of preparing 72-hour preparedness kits and participating in Emergency Preparedness Week will help to prepare residents for more severe storm impacts (Strategies 3.39, 4.40).



Chapter 3: Recommendations for Resiliency

Photo Credit: Brian Comeau

3.1 A Strong Community Vision

During the development of the Municipal Plan, five foundational statements were written to guide the Plan and were based on community and council input, and consultations with municipal staff and PAC. These are the guiding principles for which the community will be managed in the coming years. Some of these statements include a community vision that “maintains and enhances the natural environment; provides services and facilities critical for a healthy lifestyle; and moves towards and promotes the building of a more sustainably healthy, vibrant, inclusive, and safe community” (Town of Quispamsis 2018). The Town of Quispamsis Climate Change Adaptation Plan will continue to follow these guiding principles. Holistic adaptation to climate change not only protects critical services but uses nature-based solutions to create more resilient, healthy, and vibrant communities.

3.1.1 Healthy Living

Adaptation planning is a chance to create a positive and healthy community supporting the vision presented by the Town of Quispamsis. Adaptation can involve encouraging active transportation or building awareness about mental health services and can help protect the community from negative health impacts associated with Climate Change. In Quispamsis, the immediate impacts

to public health include heat stress, exposure to ticks and Lyme disease, flooding contamination, and mental health. Additionally, pre-existing medical conditions can be exacerbated by Climate Change impacts such as floods, degraded air quality, extreme weather events, or by being unable to access regular medical and mental health care (Health Canada, 2013; Burton et al., 2016). These topics are explored further below.

Heat Stress

Dangerously hot temperatures are not something people in New Brunswick are used to worrying about, but heat waves are becoming increasingly common in Canada. Heat exhaustion and heat stroke (when core body temperatures are above 40°C) can cause serious neurological and cardiac conditions. Signs of heat exposure include rashes, cramps, fainting, exhaustion, and the exacerbation of pre-existing conditions (Health Canada, 2013). Health Canada studies observe that seniors (especially those over 75 years of age) and young children are more susceptible to the negative health impacts of heat exposure. Checking in on neighbours and family members during periods of extended heat is becoming a common community practice that can have a powerful impact. The Town can help increase awareness of high heat events by sharing heat alerts with the public and communicate the locations of cooling shelters that may be necessary during power outages or extreme temperatures (Strategies 3.34, 3.35).

Ticks and Lyme Disease

Increasing temperatures and changing precipitation patterns cause shifts in insect migration allowing vector-borne diseases to be more easily transferred (Medium risk) (Ellis, 2007). These environmental changes also have a direct impact on plant growth which can alter the distribution of species' habitat and increase vector survival rates (International Council for Local Environmental Initiatives Canada, n.d.). For the Town of Quispamsis, the species of concern is the Blacklegged Tick (*Ixodes scapularis*), that can carry *Borrelia burgdorferi*, the causative agent of Lyme disease. The Town is recognized by the province as a risk area for tick populations and will need to be proactive as the suitable habitat for ticks is expected to increase significantly by 2080 as the temperatures warm and winters grow shorter (Figure 13; Brownstein, Holford, & Fish, 2005; Government of New Brunswick, 2015). Awareness about tick prevention and Lyme Disease plays a significant role in reducing the impacts of emerging tick populations (Strategy 3.33).

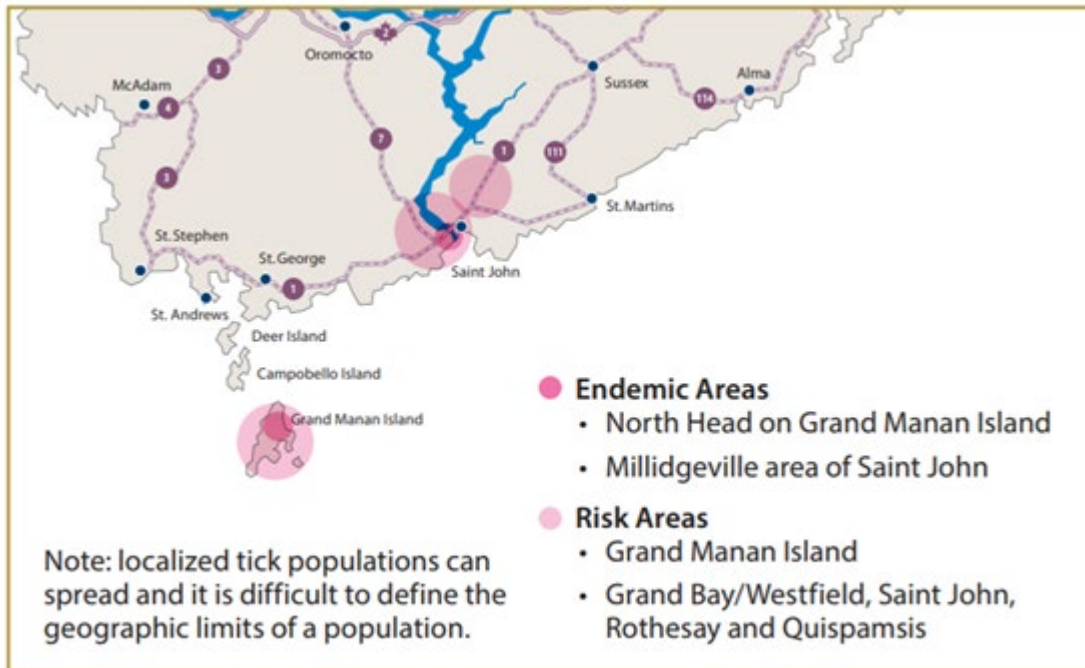


Figure 13: Areas of established or emerging tick populations in New Brunswick. *Quispamsis* is considered a risk area (Government of New Brunswick, 2015).

Lyme disease first presents itself as a rash, shaped like a bullseye that can develop after 3 to 30 days into flu-like symptoms. Fever, chills, headache, fatigue, swollen lymph nodes, and muscle and joint aches are all common symptoms of the disease. In the early stages, these symptoms can be treated with antibiotics for a full recovery. If left untreated, Lyme disease can develop into more severe symptoms (Public Health Agency of Canada, 2017).

Flooding Injury and Contamination

Flooding events have direct health impacts and serious injury can be experienced directly from flood waters, rockslides, and from an increased risk of electrocution, electrical burns, or fire from damaged power systems (Public Health Agency of Canada, 2018; Burton et al., 2016; Séguin, 2008). Floods can cause mortality from drowning or from acute trauma from high stream velocity flow (Public Health Agency of Canada, 2018). Motor vehicle accidents are a major cause of death or injury during or following a flooding event in North America due to increased risk from impassable roads from washouts, wet driving conditions, and heavy traffic during evacuations. In the United States, 57% of deaths from floods are associated with motor vehicle accidents during and after the event (Public Health Agency of Canada, 2018).

Contaminated flood water is a health concern for anyone making direct physical contact to the water and can result in long lasting impacts such as drinking water contamination (Government of New Brunswick, 2019; NBEMO, n.d.). In the Town of Quispamsis, drinking water is sourced through groundwater wells and has a Low risk to flood-water contamination unless floodwater surrounds a property's wellhead. Educating residents of the risks of well water contamination as

well as providing information for testing after a flood event will help to avoid negative health impacts (Strategy 3.38).

Mental Health

Climate change impacts can be very distressing for residents who may have lost their homes or fear for their family's safety. Researchers at the University of New Brunswick in Saint John are investigating the mental health impacts of the 2018 and 2019 Wəlastəkw River spring flooding. Dr. Woodhall-Melnick found that recent flooding events created negative experiences for mental health and well-being and found a need to include mental health into disaster responses (Woodhall-Melnick & Grogan, 2019). These results may encourage the need for support programs to ensure a positive recovery for the community. Youth are especially susceptible to negative mental health impacts following a natural disaster or extreme weather event (University of Miami, 2017).

3.2 Climate Change Opportunities

Although Climate Change presents many challenges for municipalities, Climate Change adaptation also creates opportunities for improving the quality of life, recreation, aesthetic values, and social cohesion for the community. The adaptation actions recommended by ACAP Saint John will promote healthy lifestyles and protect the Town from climate-related events in the future. This Section describes some of the co-benefits that adaptation can offer.

3.2.1 Green Community Planning

Adaptation planning encourages green development which has many co-benefits including the reduction of GHG emissions, improvements to air quality, enhanced stormwater management, urban cooling and energy savings, protection of biodiversity, and improvement of both mental and physical health (Figure 14; Simon Fraser University, 2017). Green infrastructure such as green roofs, bioswales, bioretention ponds, urban trees, vegetated swales, and rain gardens can be installed to capture, store, and filter stormwater before it re-enters natural water bodies (Simon Fraser University, 2016). Protection of existing natural infrastructure like wetlands will reduce the risks of flash flooding. Conserving open green spaces will increase the Town's stormwater runoff capacity, which will be increasingly burdened by higher annual precipitation levels. There are numerous benefits of green development that can help the Town in achieving both climate change adaptation and mitigation goals. Adaptation recommendations for Quispamsis include the integration of green infrastructure that will help to handle increased precipitation into infrastructure renewals (Strategy 2.19).

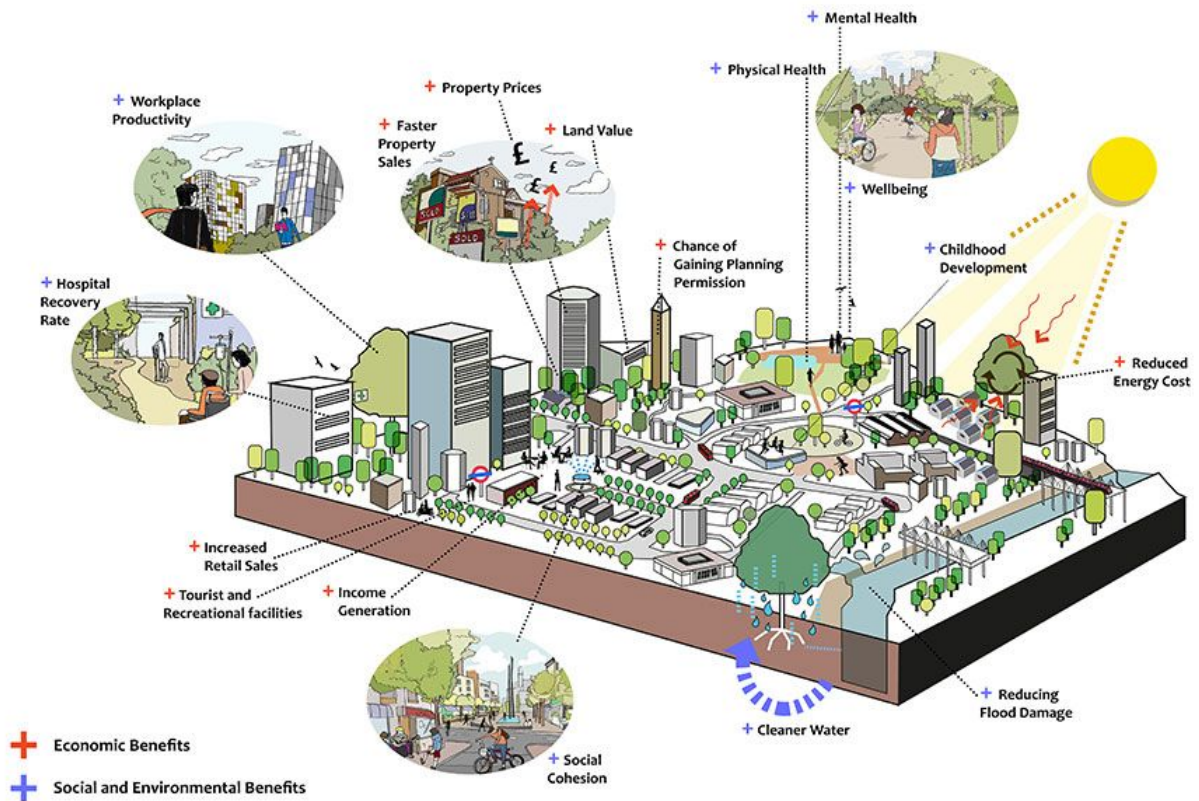


Figure 14: Economic and social benefits of natural infrastructure in urban centers (Victoria Business Improvement District, n.d.)

Green development can also play a role with issues around food security, an important issue in New Brunswick which has one of the highest rates of children living in food insecure households (SJHDC, 2014). Community gardens are becoming a growing success in many urban communities and when utilized in priority areas can provide significant amounts of food for the community. In the Town of Quispamsis, a community garden at the Q-Plex has over 100 plots available for residents to grow fruits and vegetables. Food security can be compromised during and after extreme weather events due to power outages at grocery stores, blocked transportation routes, or lack of financial resources that may need to be used to replace damaged homes/vehicles (Low risk). Food shortage is a medium vulnerability in the Town and opportunities to develop community gardens and public food programs can increase resiliency in the community (Strategy 4.48).

3.2.2 Public Adaptation Opportunities

At the individual level, there are many opportunities for the public to adapt to climate change. The Action Register recommends education programs around emergency preparedness to reduce the negative impacts during and after flood events (Strategies 3.26, 3.28). When residents are aware of the risks and know how to respond to a hazardous situation, they can plan appropriately to keep themselves and their families safe. As flooding and extreme weather events become more frequently experienced, residents can develop communication networks throughout the

community to check on neighbours, ultimately building community strength. This is a simple adaptation action that has a huge impact.

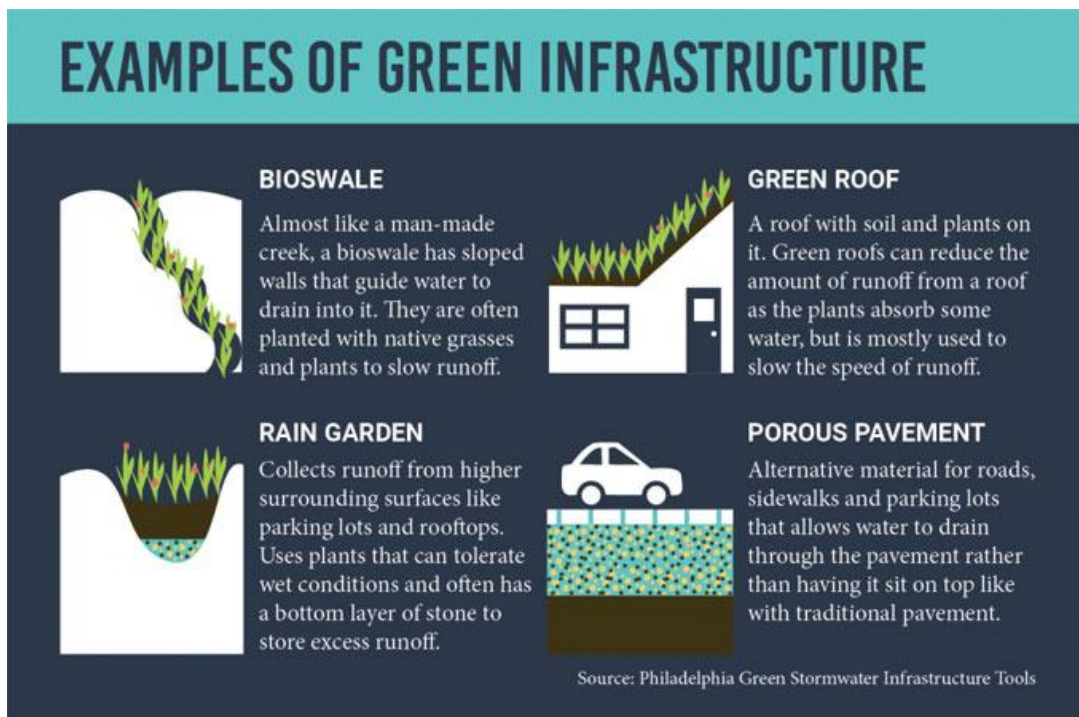


Figure 15: Examples of green infrastructure that could be implemented by residents (O'Brien, 2018)

Along the Kennebecasis River, residents can protect existing riparian buffers by monitoring for invasive species and planting native vegetation (Strategies 3.37, 4.43). These actions will reduce the risk of land loss and property damage associated with seasonal flooding. For neighbourhoods experiencing flooding due to increased precipitation, ACAP Saint John promotes installation of water retention and storage devices to reduce property damage (Strategy 4.42). These devices can include rain gardens, which will collect rainfall and increase natural infiltration, or rain barrels that capture runoff from rooftops (Figure 15). The water collected in rain barrels can be used for watering gardens and indoor plants, washing vehicles and other outdoor cleaning and reduce the amount of freshwater used in the summertime. Setting up these devices will help Quispamsis residents adapt to increasing rainfall and conserve freshwater.

3.2.3 Corporate Adaptation Opportunities

Adapting to Climate Change presents many opportunities for the Town's municipal operations. Holistic Climate Change adaptation can reduce GHG emissions in municipal buildings, manage stormwater and lengthen the lifespan of traditional infrastructure. For example, improving building practices by increasing insulation and air sealing in municipal buildings and arenas will reduce heating gain during warmer periods, as well as reduce GHG emissions and energy costs (Strategy 2.23).

Parks in the Town of Quispamsis include the Arts and Culture Park, Chelsea Park, Hammond River Park, Matthew's Cove Park, Meenan's Cove Park, and Ritchie Lake. These park spaces add to the ecology and urban forest of the City and contain many mature trees. They are natural assets and are valued for the services they provide including recreation, culture, stormwater management, heat moderation, air purification, and carbon dioxide absorption. Developing demonstration sites that illustrate the function of green infrastructure will showcase the ecosystem services that natural spaces and green infrastructure provide to the Town (Strategy 3.31). Integrating green infrastructure into municipal parks, buildings, and utility rights of way will help avoid flooding damages to infrastructure and reduce the stormwater load that traditional stormwater infrastructure would otherwise be required to handle. Green infrastructure demonstration sites can be used by the municipality to educate real estate agents, building contractors, and developers on changes in building codes that shift toward net-zero runoff requirements and natural strategies to manage stormwater (Strategy 2.22).

3.3 Action Register

The Action Register (Appendix F) describes detailed actions that support the adaptation strategies identified by ACAP Saint John. By identifying the lead department/partners, timeframe, costs, and priority level, the Action Register will guide the implementation of the adaptation actions. Some of these actions may already be practised by the Town and are listed as "ongoing" in the Action Register; these were included in the adaptation plan to recognize these actions as adaptations to Climate Change. Supporting initiatives and policies that were identified during the Gap Analysis and consultation with the Steering Committee are also listed in the Action Register. Adaptation actions were developed using the results from the Vulnerability and Risk Assessment, input from the community and Steering Committee, and information from the Gap Analysis.

The Town of Quispamsis Action Register follows four strategies:

- Strategy 1: Modifying policies plans and procedures;
- Strategy 2: Building or infrastructure upgrades;
- Strategy 3: Improving community awareness and public education; and
- Strategy 4: Building resilience to climate impacts.

Strategy 1: Modifying policies and procedures

Strategy 1 highlights policies and procedures identified in the Gap Analysis and through stakeholder engagement that will be beneficial in adapting to climate change, or can be modified to increase resiliency. This category will ensure that future developments within the Town are proactively protected from known climate risks. Actions in this category include changing zoning in flood prone areas, updating landscaping and sediment control practises, and integrating natural assets into municipal asset management planning.

Strategy 2: Building or infrastructure upgrades

Strategy 2 includes actions that protect existing infrastructure from further climate impacts. Actions were chosen by assessing climate risks identified in the Vulnerability and Risk Assessment. Actions in this category include raising roadways and other infrastructure within flood risk zones, upsizing stormwater management infrastructure during end-of-life replacements, and integrating green infrastructure into traditional infrastructure projects to help manage increased precipitation.

Strategy 3: Improving community awareness and public education

Strategy 3 focuses on working with the community to increase awareness to the risks of Climate Change. Since this Strategy requires community participation to be successful, ACAP Saint John reached out to the public for feedback on actions in this Strategy. Through ACAP Saint John's online survey conducted in January 2021, residents were asked to evaluate actions focused on improving community awareness of Climate Change in the community. Participants were asked to choose the three actions that would benefit this community the most (Table 5). Actions that were well received by the community included developing green infrastructure demonstration sites (Strategy 3.31), education about water usage during periods of drought (Strategy 3.32), education about the risks of well water contamination (Strategy 3.38), and increasing the awareness and availability of flood mapping (Strategy 3.25). Public education is an important part of this

adaptation plan because community participation is essential to building resilience to Climate Change. The Town could compile many of the actions from Strategy 3 into a Climate Change Communications Strategy to strengthen the impact of their public education efforts.

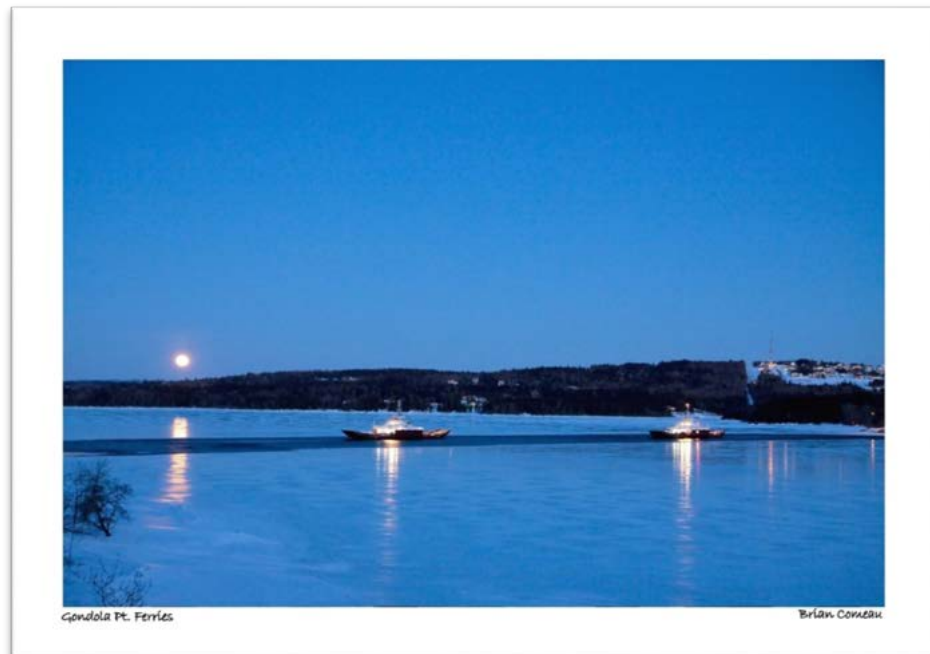


Table 5: Results from online survey, January 2021.

Strategy 3: Improving community awareness and public education			What actions will most benefit the Town?
Action	Cost	Risk Rating	Total
25. Increase the awareness and availability of flood mapping and forecasting in Quispamsis (i.e., libraries, social media).	Low	Medium – High	13%
26. Provide guidance for flood preparedness, recovery, and restoration to property owners on the Kennebecasis River.	Low	Medium – High	1%
29. Educate real estate agents and developers about new municipal climate adaptation regulations	Low	Medium – High	11%
31. Develop demonstration sites to illustrate ecosystem services provided by green infrastructure.	Low - Medium	Medium	16%
32. Educate community about reducing water usage during periods of drought.	Low	Medium	16%
33. Educate the community on the health hazards of ticks and Lyme disease.	Low	Medium	7%
34. Alert the public to extreme temperatures (HARS Levels) and highlight methods to stay safe.	Low	Medium	4%
37. Educate the community on identifying and removing invasive species.	Low	Medium – Low	12%
38. Educate residents about risks of well water contamination.	Low	Low	16%
39. Promote preparing 72-hour kits, evacuation plan for extended power outages.	Low	Low	4%

Strategy 4: Building resilience to climate impacts

Strategy 4 contains actions that help to prepare the community for future climate impacts such as increased precipitation, flooding and more intense storms. Actions in this section include using natural infrastructure to manage rainfall, participating in emergency preparedness weeks, and integrating green energy into the power grid.

3.4 Implementation

Implementation and review of the Adaptation Plan will fall to the Town of Quispamsis. The process of monitoring and review is necessary to ensure the Adaptation Plan is working to benefit the Town and reduce the negative impacts associated with Climate Change.

The Action Register recommends the Town of Quispamsis Climate Change Committee ensure actions from the Climate Change Adaptation Plan are being implemented (Strategy 3.27). The Climate Change Committee will ensure that the Adaptation Plan will be updated with the best available science and best management practices. As the recommended actions are implemented, monitoring will allow the Climate Change Committee to review progress and identify challenges and successes. Tracking the process of implementation will also ensure that the underlying information of the Adaptation Plan (climate science and the Vulnerability and Risk Assessment) is up to date and that actions are being completed as scheduled.

The Town can also monitor the effectiveness of the recommended actions to verify if the anticipated outcome is being achieved. If the actions are not increasing adaptive capacity, they should be re-evaluated and updated in the Annual Update Report (Section 3.4.1). Throughout the monitoring process, the Climate Change Committee can explore funding opportunities that might become available as adaptation becomes mainstreamed into municipal planning.

3.4.1 Funding Climate Change Adaptation

Funding can be the largest barrier for implementation. Municipal budgets may not be able to provide support for adaptation actions however there are opportunities for funding through the provincial and federal governments. The list below may help to guide the Town when beginning to search for funding. Regional partnerships may be useful for securing funds.

Potential Funding Sources for Climate Change Projects:

- Federal Disaster Mitigation and Adaptation Fund
- National Disaster Mitigation Programme
- Federation of Canadian Municipalities (Green Municipal Fund)
- Environment and Climate Change Canada's Climate Action and Awareness Fund
- The Environmental Trust Fund
- Environmental Damages Fund
- University/college practical projects or research

3.4.2 Updating the Adaptation Plan

The Climate Change Committee should produce an Annual Adaptation Update for the plan. This report will summarize the findings from implementation monitoring and inform Town Council about socio-economic changes that may influence the success of recommended actions,

including changes to financial status and shifts in the identified vulnerabilities. Completed items from the Action Register will be identified and celebrated in this Update Report.

The checklist below is useful for drafting the Annual Update Report of the Adaptation Plan:

- Identify accomplishments and on-going work.
- Reaffirm the commitment of the Climate Change Committee.
- Highlight a list of actions that were not successfully implemented. Identify the barriers that exist and evaluate if current conditions will allow implementation now.
- Review the strategies. Are they still relevant? Which strategies are more easily implemented?
- Once the medium-high risk actions are complete, the Climate Change Committee can begin to address lower risk actions.

A full comprehensive review of the Adaptation Plan should be completed (ten years after adoption). As municipal planning documents are updated, the adaptation actions should be integrated. This will help identify opportunities and increase the likelihood of actions being completed, ultimately increasing resilience to climate change in the Town of Quispamsis.

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Appendix A: Climate Projections

Table 6: Climate projections for the Town of Quispamsis, NB.

Outcome	Comments/ Criteria	Current Climate	Future Climate
Changes in Precipitation			
Freshet Flooding	Precipitation volume (winter and spring) ⁽¹⁾	655 mm	2050: 734 mm 2080: 778 mm
Intense Rain/flooding	Number of days with rainfall events >20 mm ⁽²⁾	15	2021-2050: 17 (13%) 2051-2080: 18.2 (21)
Increase in winter precipitation	Winter precipitation ⁽¹⁾	343 mm	2050: 392 mm 2080: 413 mm
Drought	Water deficit (mm) % increase ⁽⁶⁾	35.42 mm	2050: 55.8 mm (58%) 2080: 74.4 mm (110%)
Ice Storm	Time ⁽³⁾	50 hours	Little change, but more in winter, less in spring
Forest fires	% change ⁽⁵⁾	Less than 0-1 occurrence	Increases 13 % by 2050, 21 % by 2080
Increased Temperature			
Heat Waves	Number of hot days (>25°C) ⁽¹⁾	18	2050: 51 2080: 78
Winter Freeze thaw cycles (FTC)	# of cycles ⁽¹⁾	36	2050: 41 2080: 43
Increased Winter temperature	Average winter temperatures ⁽¹⁾	-6°C	2050: -3°C 2080: -0.5°C
Tick population	Ticks that test positive for Lyme Disease. ⁽⁴⁾ % change in frost free days ⁽¹⁾	12% of ticks test positive for Lyme disease. Frost free days: 197.5	2050: 243 (23%) 2080: 266 (35%)
Windstorms/hurricanes	% change ⁽³⁾	2-3 occurrences	8-15% increase (after 2050)
Food Security	% change ⁽⁴⁾	11% of the population (Saint John, Musquash, Simonds)	No data


References:



- (1) Roy and Huard, 2016.
- (2) Prairie Climate Center, 2019.
- (3) Bruce, 2011.
- (4) New Brunswick Health Council, 2017.
- (5) Wang et. al, 2015.
- (6) QUEST, 2018

Appendix B: Gap Analysis

Table 7: Preliminary assessment of climate risks in the Town of Quispamsis.

Preliminary Climate Risk Assessment- Town of Quispamsis															
CLIMATE PARAMETER	Outcome	Service Area													
		Drinking Water System	Sanitary System	Storm System	Transportation	Buildings (Municipal)	Parks and Recreation	Economic Development and Tourism	Communications	Environment	Planning and Zoning	Emergency Services	Public Health	Energy Management	Buildings (Private)
CHANGES IN PRECIPITATION	Riverine Flooding	X	X	X	X	X	X		X	X	X	X	X	X	X
	Heavy rainfall resulting in localized flooding	X	X	X	X	X	X	X	X	X	X	X	X	X	X
	Increased winter precipitation as snowfall			X	X	X	X	X	X	X		X	X	X	X
	Winter precipitation as rain		X	X	X	X		X	X	X	X	X	X	X	X
	Drought/ decreased frequency in precipitation	X			X	X	X	X		X	X	X	X	X	X
INCREASED TEMPERATURE	Heat waves		X				X	X	X	X		X	X	X	
	Increase in winter temperatures				X		X	X	X	X		X	X	X	
	Increase in Hurricane and Post Tropical Storm Events, Thunderstorms		X	X	X	X	X	X	X	X		X	X	X	X

 Climate issues addressed in the Municipal Emergency Measures Plan

 Impacts identified in previous assessments
 Impact identified by ACAP Saint John

Appendix C: Community Engagement

Steering Committee Questionnaire

Part One: About you

1. Your Name: Click or tap here to enter text.
2. What is your role in the Town of Quispamsis? Click or tap here to enter text.
3. What type of weather do you enjoy the most? Click or tap here to enter text.

Part Two: Your Experience with Climate Change in Quispamsis

4. Have you noticed changes in local weather patterns over time?
Yes / No
What changes can you describe? Click or tap here to enter text.
5. Can you recall weather events that may have caused disruptions in services, infrastructure damage, or required additional resources to restore Town services?
Yes / No
If yes, what events are you recalling? Click or tap here to enter text.
6. How well do you think the community responds to these types of events? Please select a ranking where:
 1 is very poorly 2 is poorly 3 is satisfactory 4 is well 5 is excellent
Additional comments: Click or tap here to enter text.
7. To your knowledge, have any Town service areas made improvements to deal with similar events in the future? Click or tap here to enter text.
8. What climate-related challenges do you or your service area expect to observe in the near and long-term? Please check all that might apply.
 Infrastructure damages
 Health challenges
 Water security and quality
 Temporary or long-term energy disruption
 Other: Click or tap here to enter text.

9. Is your department facing any non-climate related challenges now, or in the future?
Please check all that may apply.

- Policy
- Capital (budgetary constraints)
- Resources (staff)
- Awareness and education
- Other: [Click or tap here to enter text.](#)

10. Are you familiar with public health impacts of climate change?

- Yes / No

Part Three: The Quispamsis Climate Change Adaptation Plan

11. Can you identify any sensitive natural areas that you think might be vulnerable to environmental change? [Click or tap here to enter text.](#)

12. Are there any physical assets or infrastructure that you think is vulnerable, or may become vulnerable as the climate changes? [Click or tap here to enter text.](#)

13. What sections would you like to see in the Quispamsis Climate Change Adaptation Plan?
Please check all that apply.

- | | |
|---|--|
| <input type="checkbox"/> Drinking water | <input type="checkbox"/> Power outages |
| <input type="checkbox"/> Community | <input type="checkbox"/> Forest fires |
| <input type="checkbox"/> Flooding | <input type="checkbox"/> Food security |
| <input type="checkbox"/> Public health | <input type="checkbox"/> Drought |
| <input type="checkbox"/> Changing temperatures | <input type="checkbox"/> Tick populations |
| <input type="checkbox"/> Extreme weather (Heavy rainfall, ice storms, wind) | <input type="checkbox"/> Erosion |
| | <input type="checkbox"/> Accessibility and isolation |

14. From the sections listed in Q.13, which five topics do you think are most significant for Quispamsis? Please rank 1-5, where 1 is most significant and 5 is least significant.

1. [Click or tap here to enter text.](#)
2. [Click or tap here to enter text.](#)
3. [Click or tap here to enter text.](#)
4. [Click or tap here to enter text.](#)
5. [Click or tap here to enter text.](#)

15. What level of education around climate change impacts would you give to the community? Please select a ranking where:

- | | | | | |
|--------------------------|--------------------------------|---|-------------------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 1 is no knowledge | 2 is 'heard of climate change' | 3 is recognizes flooding as a climate change impact | 4 is aware of all community impacts | 5 is very knowledgeable: understands the impacts and actions to reduce vulnerability |

16. Do you think the community would be interested to attend virtual or in-person workshops on? Please select a rank for the topics below, where 1 is most interested and 5 is least interested.

Select -Climate change projections and impacts

Select -Green infrastructure for homeowners

Select -Flood prevention

Select -Climate change and community health

Select -Eco-anxiety: focusing on the mental health impacts of flooding

Other workshop ideas: [Click or tap here to enter text.](#)

17. In your opinion, what are some of the planning decisions or activities that the Town of Quispamsis can take to reduce the impacts associated with climate change? [Click or tap here to enter text.](#)

18. Are there any topics listed in this questionnaire you want to learn more about for your community? [Click or tap here to enter text.](#)



Figure 16: Community input results from the Kingston Farmers Market, October 2020.

Appendix D: Vulnerability and Risk Assessment

Table 8: Consequence Rating Scheme. *Loss of service refers to loss of power, water or public services (i.e., administration).

Rating	Community Impacts				
	Health & Safety	Public Services	Community Lifestyle	Natural Environment	Infrastructure
1. Insignificant	No injury, negligible concerns for physical and mental health.	Minor disruption for a small portion of customers. No disruption to public administration.	Temporary with no loss of function. "Annoyances"	No impacts to the natural environment.	No damage and little costs associated. Routine activities to resolve issues. Short recovery within 24hrs.
	1	1	1	1	1
2. Minor	Minor physical injuries. Small mental impact for few residents.	Significant disruption for small portion of customers. Public administration under severe pressure in localized instances.	Temporary disruption results in noticeable loss of function. Short-term impacts to daily routines.	Minor impacts to the natural environment to be reversed within three (3) months.	Minor damages and small costs involved for repair effort. No insurance claims placed. Short recovery time, within days to one week.
	2	2	2	2	2
3. Severe	Serious injury, non-life threatening but requiring medical services. Noticeable mental health impacts.	Extended periods without service in localized areas. Public administration under severe pressure.	Notable disruption to the well-being of residents. Routine can be re-established within up to six (6) weeks.	Major impacts to the natural environment to be reversed within one (1) year.	Moderate damage and a small number of insurance claims. Major costs involved for repair efforts. Moderate recovery time, weeks up to two (2) months.
	3	3	3	3	3

4. Major	Life-threatening injuries leading to loss of life. Long-term mental health impacts.	Long-term localized disruption or loss of service* altogether. Residents rely on back-up generators for an extended period. Public administration struggling to remain effective, danger of failure.	Serious impacts create a long-term (months) disruption to the daily routine and well-being of residents.	Severe impact to the natural environment could be reserved within five (5) years. Danger of continuing environmental damage.	Major damage and numerous insurance claims. High costs involved for repairs and relocation. Long-term recovery, several months up to two (2) years. External aid requested to assist in recovery.
	4	4	4	4	4
5. Catastrophic	Multiple lives lost and city-wide injury. Severe mental health impacts.	Long-term city-wide disruption for an unknown period. Public administration in decay, failure to be effective.	Permanent disruption of daily routines and well-being of residents. "Life-changing".	Disastrous impacts on the natural environment are irreversible.	Extensive structural damage and copious insurance claims. Financial aid required to balance the cost of repairs. Long-term recovery, years to decades. External aid required to assist in 'state of emergency.
	5	5	5	5	5

Table 9: Climate Change vulnerability assessment for the Town of Quispamsis, NB.

		Town of Quispamsis Climate Change Vulnerability Assessment													
IMPACT STATEMENT		Drinking Water System	Sanitary System	Storm System	Transportation	Buildings (Municipal)	Parks and Recreation	Economic Development and Tourism	Communications	Environment	Planning & Zoning	Emergency Services	Public Health	Energy Management	Buildings (Private)
CHANGE IN PRECIPITATION	Higher Riverine Flooding	Contamination of lakes and streams due to increased pollutant/sediment runoff, combined sewer overflow, etc.	S3 AC4 V2							S2 AC3 V2			S2 AC4 V2		
		Isolation, accessibility and mental health challenges due to flooding										S1 AC4 V1	S2 AC4 V2		
		Damages to infrastructure/ properties due to flooding and/or erosion	S4 AC3 V4	S4 AC1 V5	S4 AC2 V4	S4 AC1 V5	S4 AC2 V4	S4 AC4 V3						S4 AC4 V3	S4 AC1 V5
	Localized flooding due to heavy rainfall	Contamination of lakes and streams due to increased pollutant/sediment runoff, combined sewer overflow, etc.									S2 AC3 V2		S2 AC4 V2		
		Isolation, accessibility and mental health challenges due to flooding										S1 AC4 V1	S2 AC5 V1		
		Damages to infrastructure/ properties due to flooding and/or erosion	S4 AC3 V4	S4 AC1 V5	S4 AC2 V4	S4 AC1 V5	S4 AC2 V4	S4 AC4 V3						S4 AC4 V3	S4 AC1 V5
	Winter rain	Flooding due to clogged catch basins (rain on snow event)			S3 AC3 V3	S4 AC4 V5	S4 AC1 V3	S4 AC4 V3		S1 AC5 V1					S4 AC1 V5
		Ice accumulation due to freezing rain storms/flash freezing			S3 AC3 V3	S3 AC4 V2	S3 AC4 V2	S1 AC4 V1		S2 AC5 V1				S4 AC2 V4	
	Increased snowfall	Increase in snow removal services around critical infrastructure			S3 AC4 V2	S3 AC4 V2				S1 AC5 V1		S2 AC3 V2	S2 AC4 V2	S3 AC3 V3	
		Concern regarding isolation and accessibility of power, food and water during periods of extreme cold and ice conditions													
	Drought	Infrastructure damage due to increased snow loading on buildings				S4 AC2 V4									S4 AC2 V4
		Increased depletion of water supply for property owners with private wells	S4 AC1 V5												S3 AC1 V4
	Increased forest fire potential				S3 AC3 V3	S4 AC1 V5	S4 AC2 V4			S4 AC3 V4	S2 AC3 V2	S4 AC4 V3	S3 AC3 V3	S5 AC1 V5	
INCREASED TEMPERATURE	Increased number and duration of summer heat waves	Increased risk of heat stress on vulnerable populations due to extreme heat							S1 AC4 V1				S2 AC3 V2		
		Increased energy demand for cooling needs in the summer											S2 AC5 V1		
		Loss of work for seasonal outdoor employees due to extreme heat						S3 AC4 V2							
		Stress on habitat for cold water species due to loss of cool streams for refuge								S4 AC3 V4					
	Increasing average winter temperature	Reduced health quality due to a reduction in air quality								S2 AC5 V1			S2 AC4 V2		
		Contaminated recreational water sources due to an increase in toxic cyanobacteria cultures					S3 AC3 V3					S2 AC4 V2			
		Increase in infrastructure damage due to increase in annual freeze-thaw cycles			S3 AC2 V3		S2 AC3 V2						S2 AC4 V2		
		Higher risks of vector borne disease due to increased tick and mosquito populations											S2 AC4 V2		
	Increase in severe weather events	Invasive species migration due to warmer winters					S4 AC2 V4			S3 AC5 V2					
		Increasing winter temperature limiting QPlex ice making					S2 AC4 V2							S2 AC5 V1	
		Infrastructure damages due to increased storms			S3 AC4 V2		S3 AC2 V3	S2 AC2 V2				S2 AC3 V2			S3 AC2 V3
		Food shortage due to power outage at grocery stores											S3 AC3 V3		
Loss of trees and damage to green spaces	Communications and power outages due to increased storms	S3 AC3 V3	S3 AC3 V3		S2 AC5 V1			S2 AC5 V1	S3 AC4 V2		S3 AC3 V3		S3 AC2 V3		
	Loss of trees and damage to green spaces					S2 AC2 V2			S1 AC3 V2						

Medium-high Vulnerability
High Vulnerability

Sensitivity Scale

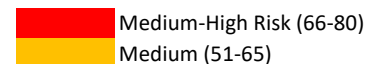
If the impact occurs, will it affect the functionality of the service area?				
No - Functionality will stay the same (S1)	Unlikely - Functionality will likely stay the same (S2)	Yes - Functionality is likely to get worse (S3)	Yes - Functionality will get worse (S4)	Yes - Functionality will become unmanageable (S5)

Adaptive Capacity Scale

Can the service area adjust to the projected impact with minimal cost and disruption?				
No - Will require substantial costs (\$\$\$\$\$) and staff intervention (AC1)	No - Will require significant costs (\$\$\$\$) and staff intervention (AC2)	Maybe - Will require some costs (\$\$\$) and staff interventions (AC3)	Yes - But will require some slight costs (\$\$) and staff intervention (AC4)	Yes - No to little costs (\$) and staff intervention are necessary (AC5)

Table 10: Climate Change risk assessment for the Town of Quispamsis, NB.

Town of Quispamsis Climate Change Risk Assessment										
	IMPACT STATEMENT	CONSEQUENCE						LIKELIHOOD	RISK RATING	
		Health & Safety	Loss of Service	Community & Lifestyle	Natural Environment	Damage & Recovery	TOTAL			
CHANGE IN PRECIPITATION	Riverine Flooding	Contamination of lakes and streams due to increased pollutant/sediment runoff, sewer overflow	1	2	2	4	2	11	3	33
		Isolation, accessibility and mental health challenges due to flooding	3	3	4	2	4	16	4	64
		Damages to infrastructure/ properties due to flooding and/or erosion	3	3	4	3	4	17	4	68
	Flooding: heavy rainfall	Contamination of lakes and streams due to increased pollutant/sediment runoff, sewer overflow	1	2	2	4	2	11	5	55
		Isolation, accessibility and mental health challenges due to flooding	3	3	2	2	3	13	5	65
		Damages to infrastructure/ properties due to localized flooding	3	2	4	1	3	13	5	65
	Winter Rain	Flooding due to clogged catch basins (rain on snow event)	3	2	2	2	3	12	5	60
		Ice accumulation due to freezing rain storms	3	2	2	2	2	11	5	55
	Increased Snowfall	Increase in snow removal services around critical infrastructure	2	1	1	1	1	6	5	30
		Concern regarding isolation and accessibility of power, food and water for residents during periods of extreme cold and ice conditions.	2	2	2	1	2	9	5	45
		Infrastructure damage due to increased snow loading on buildings/structures.	3	3	3	1	3	13	5	65
	Drought	Increased depletion of water supply for property owners with private wells.	2	3	4	1	3	13	5	65
Increased forest fire potential.		3	2	3	5	3	16	2	32	
INCREASED TEMPERATURE	Increased summer heat waves	Increased risk of heat stress on vulnerable populations due to extreme heat	4	2	2	2	1	11	5	55
		Increased energy demand for cooling needs in the summer	2	2	2	1	2	9	4	36
		Loss of work for seasonal outdoor employees due to extreme heat	2	1	2	1	1	7	5	35
		Stress on habitat for cold water species due to loss of cool streams for refuge	2	1	2	5	3	13	5	65
		Reduced health quality due to a reduction in air quality	3	1	2	4	2	12	2	24
		Contaminated recreational water sources due to an increase in toxic cyanobacteria cultures	4	3	2	3	3	15	4	60
	Increasing winter temps	Increase in infrastructure damage due to increase in annual freeze-thaw cycles	2	2	2	4	3	13	5	65
		Invasive species migration due to warmer winters	3	2	3	2	2	12	4	48
		Higher risks of vector borne disease due to increased in tick and mosquito population	3	2	2	4	2	13	4	52
		Increasing winter temperature limiting QPlex ice making	1	1	1	1	1	5	5	25
	Increased Storm Events	Road and building infrastructure damages due to increased storms	3	4	3	2	3	15	5	75
		Food Shortage due to power outages at grocery stores.	3	2	3	1	2	11	3	33
		Communications and power outages due to increased storms	2	3	3	2	3	13	4	52
		Loss of trees and damage to green spaces	1	1	1	4	3	10	4	40



Appendix E: Flood Hazard Mapping

Disclaimer: The flood levels in this mapping were determined by elevation data, and may not accurately reflect actual events. This mapping is to be used for planning purposes only.

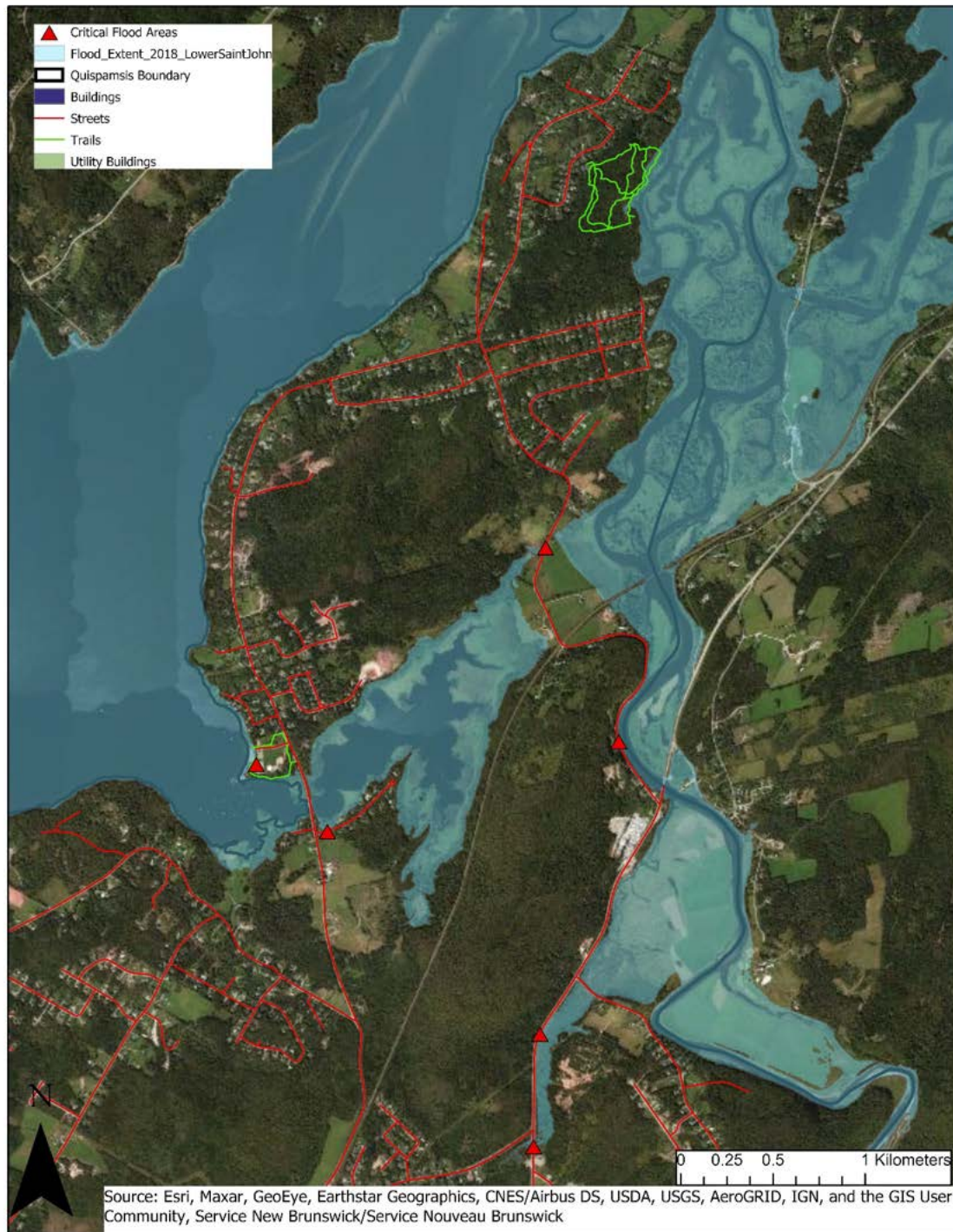


Figure 17: Critical riverine flood locations in Meenan's Cove and Hammond River, Quispamsis, NB (2018).



Figure 18: Critical flood locations in Gondola Point, Quispamsis, NB (2018).



Figure 19: Critical flood locations on Gondola Point Road from Harrison Hill to Sherwood Drive (2018).

Appendix F: Action Register

The action register recommends actions that can work to achieve adaptation objectives for the Town of Quispamsis. These actions are a result from a comprehensive vulnerability and risk assessment, staff surveys and public input. The table below describes each action including the departments and partnerships involved, the completion target, costs, and current policies and initiatives that support the action. The Town of Quispamsis should incorporate the Climate Change Adaptation Plan into the next iteration of the Municipal Plan or during the next comprehensive review. The partnerships, completion targets and costs identified in this register are suggestions to help initiate implementation and are subject to change as implementation progresses.

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Strategy 3: Improving community awareness and public education	61
Strategy 4: Building resilience to climate impacts	63

Completion Targets

Ongoing: refers to an action that is already being completed and should continue to be implemented.

Short-term: 2021-2025

Medium-term: 2026-2030

Long-term: 2031-2040

Cost Categories

Low: < \$20,000

Medium: \$20,000 - \$100,000

High: \$100,000 - \$1,000,000+

Risk Rating

The risk rating category describes the result from the vulnerability and risk assessment. Risks in this scheme are rated from very low to extreme. The vulnerability and risk assessment for the Town of Quispamsis revealed risks from very-low to medium-high. The level of risk represents the priority with which each action should be addressed:

- **Medium-High** risks are the most severe in the Town and should be addressed first.

- **Medium** risks can be incorporated into routine maintenance and operations or when the urgency of the climate impact increases.
- **Low** risks will continue to be monitored but it is expected that existing actions will be sufficient to address these risks. These risks can be re-evaluated as the urgency of the climate impact increases.

List of Acronyms

DELG: Department of Environment and Local Government

DTI: Department of Transportation and Infrastructure

GIS: Geographic Information System

HRAA: Hammond River Angling Association

KRFD: Kennebecasis Regional Police Force

KVFD: Kennebecasis Valley Fire Department

NB EMO: New Brunswick Emergency Measures Organization

PAC: Planning and Advisory Committee

QEMO: Quispamsis Emergency Measures Organization

CSA: Canadian Standards Association

HARS: Heat Alert and Response System

Strategy 1: Modifying policies, plans and procedures

Action	Lead Department & Partners	Completion Target	Cost	Risk Rating	Supporting Initiatives and Policies
1. Set development standards and zoning to restrict development near flood prone areas. Account for 7m flood elevation and 1 in 100-year storm (+20%) events.	Planning, Engineering, GIS, Consultants, PAC, DELG	Ongoing	Low/Med	Medium-High	<i>Zoning By-Law #38 Subdivision By-Law 053</i>
2. Refer to the Quispamsis Municipal Emergency Measures Plan to respond to extreme climatic events (i.e., extreme wind, heat, ice storm, severe weather). Review plan on an annual basis.	Quispamsis EMO, NB EMO Neighbouring communities	Ongoing	Variable	Medium-High	<i>Quispamsis Emergency Measures Plan (2018)</i>
3. Identify municipally owned natural assets (i.e., wetlands, forests, LPP) and the ecosystem services that they provide to the Town.	DELG, Planning, Engineering, Community Services, DFO, Consultants, HRAA	Ongoing	Medium	Medium-High	<i>Subdivision By-Law 053 Municipal Development Plan By-law 054</i>
4. Integrate municipally owned natural assets into the asset management plan.	Planning, Engineering	Long	High	Medium-High	<i>Asset Management Strategy.</i>
5. Apply a climate lens when developing to new regulations.	Planning, Climate Change Committee, Council, PAC	Ongoing	Low	Medium-High	<i>Municipal Development Plan By-law 054 NBCCAP – Objective 72</i>
6. Develop a Watershed and Stormwater Management Plan.	Planning, Consultants, Council	Ongoing	Medium	Medium	<i>Municipal Development Plan By-law 054</i>
7. Develop design standards to manage stormwater on commercial developments that includes low impact development designs.	Planning, Engineering	Ongoing	Medium	Medium	<i>Municipal Development Plan By-law 054</i>
8. Consider future climate change impacts (drought) when completing the upcoming water supply and distribution study.	Planning, Engineering, Consultants, DELG	Long	High	Medium	<i>Municipal Development Plan By-law 054</i>
9. Develop compact neighbourhoods that encourage multi-modes of active transport.	Planning, Engineering, PAC, Council	Medium	Medium	Medium	<i>Municipal Development Plan By-law 054. Community GHG Inventory & Action Plan Town of Quispamsis Active Transportation Plan</i>
10. Expand the landscaping and sediment control practices laid out in the Millennium Drive Development Scheme to all new commercial developments.	Planning, Engineering, PAC, Council	Medium	Medium	Medium	<i>Millennium Drive Development Scheme</i>

Strategy 1: Modifying policies, plans and procedures

Action	Lead Department & Partners	Completion Target	Cost	Risk Rating	Supporting Initiatives and Policies
11. Clear debris from commonly blocked catch basins.	Public Works, Parks	Ongoing	Low	Medium	
12. Work with NB Power to identify and trim trees in proximity to power lines.	NB Power, Communications	Ongoing	Low	Medium	<i>Subdivision By-Law 053 Public Utility Easement Standard Operating Procedures</i>
13. Monitor snow and ice accumulation on municipal buildings when necessary during the winter months.	Works, Parks	Short	Low	Low	<i>2019 Comprehensive Asset Management Plan</i>

Strategy 2: Building or infrastructure upgrades

Action	Lead Department & Partners	Completion Target	Cost	Risk Rating	Supporting Initiatives and Policies
14. Incorporate considerations for climate change impacts into design and development of infrastructure.	Engineering, Public Works & Utilities, Planning	Ongoing	Low	Medium-High	<i>Municipal Development Plan By-law 054</i>
15. Raise roadways/reinforce banks in areas impacted spring freshet and stormwater flooding.	Engineering, Public Works, Consulting, Provincial Government	Ongoing	High	Medium-High	<i>Geotechnical Inspection & Rehabilitation Design 2018 Quispamsis Flood Damage</i>
16. Upgrade wastewater pump stations along Gondola Point Road.	Engineering, Utilities, Consulting, Federal Government	Ongoing/Long-term	High	Medium-High	<i>2019 Comprehensive Asset Management Plan Geotechnical Inspection & Rehabilitation Design 2018 Quispamsis Flood Damage</i>
17. Adapt nationally recognized standards (CSA) and designs for flood resilience and stormwater management.	Engineering, Utilities, Planning, Building Inspection, PAC, Council	Medium	Medium	Medium-High	National Building Code of Canada (2015) Subdivision By-Law 053 <i>Zoning By-Law #38</i>
18. Upsize stormwater management infrastructure during end-of-life replacements to handle larger stormwater flows.	Engineering, Works, Parks, Council	Long	High	Medium	<i>Asset Management Policy</i>
19. Integrate green infrastructure that will manage increased precipitation into infrastructure renewals.	Engineering, Planning	Long	High	Medium	
20. Identify areas where a new municipal water system will be most effective. Determine resident interest in connecting to the new system as recommended by CBCL.	Engineering, Planning, Council, Public Works & Utilities	Long	High	Medium	<i>Water Supply and Distribution Study (2019)</i>
21. Encourage installing backwater valves in existing buildings.	Building Inspector, Public Works & Utilities, Planning	Medium	Low	Medium	Building By-Law No. 055 Sewerage Utility By-Law No. 005 National Building Code of Canada (2015) National Plumbing Code of Canada (2015)
22. Educate contractors on changes in buildings codes that shift toward net zero runoff requirements.	Planning, Engineering, Building Inspection	Medium	Low	Medium	Building By-Law No. 055 Subdivision By-Law 053 <i>Zoning By-Law #38</i> <i>Municipal Development Plan By-law 054</i>
23. Increase insulation & air sealing at arenas to reduce heat gain during warmer periods.	Parks, Community Services	Medium	Medium	Low	<i>2019 Comprehensive Asset Management Plan</i>

Strategy 2: Building or infrastructure upgrades

Action	Lead Department & Partners	Completion Target	Cost	Risk Rating	Supporting Initiatives and Policies
24. Acquire a backup power source for the Q Plex.	Community Services, Utilities	Short	High	Low	

Strategy 3: Improving community awareness and public education					
Action	Lead Department & Partners	Completion Target	Cost	Risk Rating	Supporting Initiatives and Policies
25. Increase the awareness and availability of flood mapping and forecasting in Quispamsis (i.e., libraries, social media).	Planning, GIS, Communications	Short	Low	Medium-High	
26. Provide guidance for flood preparedness, recovery and restoration to property owners on the Kennebecasis River.	Quispamsis EMO, NB EMO, DELG, Communications, ACAP Saint John, Standing for Water, HRAA, River Watch NB	Ongoing	Low	Medium-High	<i>Quispamsis Emergency Measures Plan (2018)</i>
27. Appoint the Climate Change Committee to monitor and implement the Climate Change Adaptation Plan	Climate Change Committee, Communications, Standing for Water, HRAA, ACAP Saint John	Short	Low	Medium-High	<i>Benchmarking Tool (QUEST) Community Energy Plan (Corporate & Community)</i>
28. Collaborate with the DELG and community groups to host a speaker series on flood preparedness and adaptation	Climate Change Committee, DELG, Communications, ACAP Saint John, Standing for Water, HRAA, Local Schools, NB Power	Ongoing	Low	Medium-High	<i>NBCCAP – Objective 95</i>
29. Educate real estate agents and developers about new municipal climate adaptation regulations	Planning, Engineering, PAC	Medium	Low	Medium-High	<i>Zoning By-Law #38 Subdivision By-Law 053 Municipal Development Plan By-law 054</i>
30. Engage community members when developing the Watershed and Stormwater Management Plan.	Planning, Engineering, PAC	Medium	Medium	Medium	<i>Municipal Development Plan By-law 054</i>
31. Develop demonstration sites to illustrate ecosystem services provided by green infrastructure.	Planning, Engineering, PAC, Consultants, ACAP Saint John	Short	Low/ Medium	Medium	<i>Municipal Development Plan By-law 054</i>
32. Educate community about reducing water usage during periods of drought.	Communications, DELG, Standing for Water	Ongoing	Low	Medium	<i>Municipal Development Plan By-law 054 Water By-Law</i>
33. Educate the community on the health hazards of ticks and Lyme disease.	Communications, Public Health, Ministers of Health	Ongoing	Low	Medium	
34. Alert the public to extreme temperatures (HARS Levels) and highlight methods to stay safe.	Communications, QEMO, NB EMO	Ongoing	Low	Medium	<i>NBCCAP – Objective 101</i>
35. Communicate locations of heating/cooling shelters during power outages or extreme temperatures.	Communications, QEMO, NB EMO	Ongoing	Low	Medium	

Strategy 3: Improving community awareness and public education					
Action	Lead Department & Partners	Completion Target	Cost	Risk Rating	Supporting Initiatives and Policies
36. Educate municipal staff and residents on identification and awareness of cyanobacteria in recreational water sources.	Community Services, Parks, Communications	Ongoing	Low	Medium	
37. Educate the community on identifying and removing invasive species.	Planning, Engineering, Community Services, Parks, DELG	Ongoing	Low	Medium-Low	<i>Subdivision By-Law 053 Municipal Development Plan By-law 054</i>
38. Educate residents about risks of well water contamination.	Communications, Climate Change Committee, Utilities, DTI, Public Health	Ongoing	Low	Low	<i>NB Public Health Act (1998)</i>
39. Promote preparing 72-hour kits, evacuation plan for extended power outages.	QEMO, NB EMO, Red Cross, KRPF, KVFD	Ongoing	Low	Low	


Strategy 4: Building resilience to climate impacts


Action	Lead Department & Partners	Completion Target	Cost	Risk Rating	Supporting Initiatives and Policies
40. Participate in Emergency Preparedness Week. Update website with emergency preparedness information.	Quispamsis EMO, NB EMO, Federal Department of Public Safety, Communications, Red Cross	Ongoing	Low	Medium- High	
41. Create a voluntary signup for vulnerable residents requiring electricity to run healthcare equipment or assisted evacuation.	Horizon, NB Power, Nursing homes, KRPF, KVFD	Short	Low	Medium	
42. Promote rain barrels, rain gardens, and increasing groundwater infiltration.	Community Services, Parks, Communications, Council	Medium	Low	Medium	
43. Use Wet Areas Mapping layer to protect natural buffers around unmapped rivers, lakes and wetlands.	Planning, Engineering, PAC, Developers	Long	High	Medium	<i>Zoning By-Law #38 Subdivision By-Law 053 Municipal Development Plan By-law 054 New Brunswick Clean Water Act</i>
44. Identify alternate routes for transportation when emergency routes are flooded.	QEMO, NB EMO, KRPF, KVFD	Ongoing	Low	Medium	
45. Identify and monitor critical habitats experiencing stress from increasing temperatures.	ACAP Saint John, HRAA, Parks, DELG	Long	Medium	Medium	
46. Diversify energy supply to reduce energy usage and integrate green energy into backup power systems.	Utilities, Council, NB Power	Medium	High	Medium-Low	Community GHG Inventory & Action Plan
47. Avoid planting Ash tree species.	Parks, PAC	Low	Low	Medium- Low	
48. Promote and maintain community gardens as a food source for the community.	Parks, Communications	Ongoing	Low	Low	




Founded in 1992, ACAP Saint John is a community-based, non-profit organization that encourages, communication, partnership and active involvement from all sectors of the community in managing the environment.

At its heart, ACAP has always been an environmental incubator, one that transforms and involves our region's stakeholders with the help of governments, companies and community collaborators. Our work is designed to be seen, felt and experienced throughout the environment from our watersheds and contributes to our streets and public spaces.

 ACAP Saint John

 office@acapsj.org

 1-506-652-2227



Request to Address Town of Quispamsis Council

Town of Quispamsis
12 Landing Court
Quispamsis, NB E2E 4R2
Phone 506-849-5778
Fax 506-849-5799
Email: quispamsis@quispamsis.ca
Website: www.quispamsis.ca

- Individuals or groups who wish to address Council may apply by completing the attached application form or by forwarding a written request to the office of the Town Clerk.
- Application must be received no later than **1:00pm on the Thursday** prior to the Council Meeting date.
- The application must include all information on the topic including supporting documentation. Speaking time is limited to ten minutes.
- Notification regarding the decision of the application approval will be forwarded to the applicant by the office of the Town Clerk.

Please Note

Council Meetings are public meetings and therefore information on the form as well as all associated attachments will become part of the public record which is distributed to Council, staff, the media and the public. Information on the form is collected in order to respond to your request to appear before Council. Individuals writing in a personal capacity will be identified as a correspondent in relevant agendas, decisions and minutes.

Documents are posted online and identification of the individual(s) in connection with an agenda item may be indexed by internet search engines such as "Google". The applicant implies consent to the information becoming part of the public record by submission of the application and documentation.

For questions regarding the collection and use of the form information, please contact the office of the Town Clerk.

Telephone 506-849-5738
Email csnow@quispamsis.ca

- Request to attend a council meeting and make a presentation to Council
- Request to submit documentation only

The personal information gathered on this form is voluntarily provided by individuals. If provided, the information will be used or disclosed only for the purposes for which it was collected in accordance with the *New Brunswick Right to Information and Protection of Privacy Act*. If you have any questions regarding the collection and use of this information, please contact the Town Clerk at (506) 849-5738.



**Request to Address
Town of Quispamsis Council**

Town of Quispamsis
12 Landing Court
Quispamsis, NB E2E 4R2
Phone 506-849-5778
Fax 506-849-5799
Email: quispamsis@quispamsis.ca
Website: www.quispamsis.ca

Name Holly Knight

Address [REDACTED]
Quispamsis, NB

Postal Code [REDACTED]

Telephone [REDACTED]

Email [REDACTED]

Subject of Presentation P.R.O. Kids Update

Name(s) of Presenter(s) Holly Knight + Amy McLennan

Summary of Subject Matter Summary of 2020 P.R.O. Kids events
and fundraisers. Update on staffing structure.

What is the specific action being requested Could I please have 10 minutes to
update Council and field any questions they
may have.

Attach Supplementary Documentation (Correspondence, PowerPoint, Photos, reports etc.)

Please be advised that no new material may be introduced. Only the information and supporting attachments in this application may be presented to Council. Speaking time is limited to ten minutes.

The personal information gathered on this form is voluntarily provided by individuals. If provided, the information will be used or disclosed only for the purposes for which it was collected in accordance with the *New Brunswick Right to Information and Protection of Privacy Act*. If you have any questions regarding the collection and use of this information, please contact the Town Clerk at (506) 849-5738.



**QUISPAMISIS TOWN COUNCIL
REGULAR MEETING
MINUTES**

**February 16, 2021, 7:00 pm
Electronic Meeting**

Present: Mayor Gary Clark
Deputy Mayor Libby O'Hara
Councillor Sean Luck
Councillor Kirk Miller
Councillor Emil T. Olsen
Councillor Pierre Rioux
Councillor Beth Thompson
Brandon, Krista; Town Treasurer
Kennedy, Aaron; Communications Manager
Losier, Gary; Director of Engineering & Works
MacInnis, Lisa; Assistant. Clerk
Purton Dickson, Dana; Director of Community Services
Snow, Catherine; Town Clerk

Absent: Councillor Lisa Loughery (work commitment)
Deville, Susan; CAO (vacation)

1. Approval of Agenda

Moved By Councillor Luck

Seconded By Councillor Miller

The Agenda be approved as prepared.

Motion Carried

2. Mayor's Comments (none)

3. Moment of Reflection – Councillor Thompson read the Moment of Reflection.

4. **Disclosures of Interest** - No disclosures were declared.
5. **Presentations** (none)
6. **Public Hearings** (none)
7. **Minutes of Previous Meetings**

7.1 February 2, 2021 - Regular Meeting

Moved By Deputy Mayor O'Hara

Seconded By Councillor Rioux

Minutes be approved as prepared.

Motion Carried

8. **Unfinished Business** (none)
9. **Correspondence**

9.1 Fire Chief Bill Ireland, Kennebecasis Valley Fire Department Inc. – Multi-Unit Apartment Developments

Correspondence from Fire Chief Bill Ireland informed Council the KVFD Inc. Board, at its February 10, 2021 meeting, passed a motion to continue to support the current approach the Fire Department is taking to address the concern of multi-unit apartment developments, and provide the Chief's Report on same to both Quispamsis and Rothesay Councils.

The Fire Chief's report spoke to the recent increase in multi-storey, multi-unit residential buildings in the coverage area, acknowledging challenges with respect to resources and training. He noted the difference of suppressing a fire and searching for occupants in a single family bungalow is substantially different than fighting a fire in a four storey building that contains 34 dwelling units and potentially 100 plus occupants. Most of these buildings, he added, have been built to the National Building Code and would include systems and elements intended to protect the safety of occupants and firefighters. To best narrow the gap, the Department is looking at mutual aid, emergency recall, pre-incident planning, equipment, and training. He noted the reality is there will always be a need to balance the level of risk with the costs associated with eliminating all risk, and the Department is continuing to search for ways to maximize their effectiveness while also being as efficient as possible.

Moved By Councillor Olsen

Seconded By Councillor Luck

Chief Ireland be thanked for updating Council on the initiatives the Fire Department is exploring to address concerns with respect to servicing the increased number of multi-unit, multi-storey buildings in the coverage area, and the Fire Board continue their focus on minimizing the gap between their current resources and acceptable levels of risk.

Motion Carried

10. By-laws

10.1 Proposed Traffic By-law No. 027 - 33; New Street Speed Limits

Mr. Losier's Staff Report informed Council there are new streets as well as some existing streets that require a lower posted speed limit due to their geometry, curves or design width, and these reductions, along with some housekeeping items, are incorporated in the proposed Traffic By-law Amendment No. 027-33. The changes proposed include the following streets:

- Corduroy Road – 40 km
- Bonnell, Gilbert & Heritage – 40 km
- Nightingale Lane – 40 km
- Old Neck Road – 30 km
- Meenan's Cove Road, Section near new daycare – 50 km
- Yandall Drive and Carpenter Drive, sharp corners – 30 km

Moved By Deputy Mayor O'Hara

Seconded By Councillor Thompson

Third and final reading be given to Amendment No. 027-33; A By-law of the Municipality of Quispamsis Respecting Traffic on Streets and Public Places.

Motion Carried

On the question, Councillor Luck read Traffic By-law Amendment No. 027-33 in its entirety.

11. New Business

11.1 Award of RFP No. 2021TQ01-2 Power Diesel Generator & Automatic Transfer Switch

Moved By Councillor Miller

Seconded By Deputy Mayor O'Hara

Based on staff review and information; Council award RFP No. 2021TQ01-2 for a new Power Diesel Generator & Automatic Transfer Switch to Sansom Equipment for the bid price of \$ 38,438.38 (exclusive of HST).

Motion Carried

Councillor Luck requested, for public information, Staff Reports, in future, provide more information as to the reasons why tenders are rejected when they do not meet specifications.

11.2 Award of Tender No. 2021TQ01-4 - Two (2) New 2020/2021 - 4 x 4 Half Ton Regular Cab Trucks

Moved By Deputy Mayor O’Hara

Seconded By Councillor Rioux

Based on staff review and information; Council award tender No. 2021TQ01-4, for a two new 2021 - 4x4 - half ton Trucks to Downey Ford Sales for the bid price of \$71,232.00 (exclusive of HST, licensing & Tire Levy).

Motion Carried

11.3 Award of Tender No. 2021TQ01-5, New 2021 Heavy Duty 19, 500LB GVWR 4 x 4 Crew Cab with 10 Foot Dump

Moved By Councillor Olsen

Seconded By Deputy Mayor O’Hara

Tender 2021TQ01-5, for a new 2021 – Heavy Duty 19,500LB GVWR 4 x 4 Crew Cab be awarded to the low bidder Dobson Chrysler for the bid price of \$73,700.00 (exclusive of HST, licensing and tire levy).

Motion Carried

11.4 Maple Ridge Subdivision - Phase 3B - Requires Assent of Council

Moved By Councillor Miller

Seconded By Councillor Olsen

Council grant assent to the Maple Ridge Subdivision Plan Phase 3B so the plan can be stamped and signed by the Town Clerk and Development Officer for registration in the provincial land registration office.

Motion Carried

12. Reports

12.1 Announcement from the Honourable Daniel Allain, Minister of Local Government and Local Governance Reform Re Safe Restart Program Phase 3 Allocations to Municipalities - Covid 19 Pandemic

Quispamsis' Phase 3 Portion - \$990,447.16 for a Total Safe Restart Contribution of \$1,207,347.16

Councillor Miller referenced Minister Allain's letter which confirmed the additional nearly \$1m the Town will be receiving as part of the Phase 3 Safe Restart Program. He suggested the Finance Committee meet soon to discuss options to apply the extra funding and to provide these recommendations back to Council.

12.2 Information for Municipal Candidates - May 2021 - (Including Guidance from Public Health on Campaigning During COVID-19)

Deputy Mayor O'Hara referenced Public Health NB's guidelines for Covid-19 Risk Mitigation During Municipal Election Campaigns, noting this information, along with other pertinent information for potential candidates will be posted on the Town's website.

12.3 "Quispamsis" - Ranked #4 in Canada 'As One of The Best Work-From-Home Cities for 2021' - PC Magazine

Councillor Rioux acknowledged a recent article in PC Magazine ranking 'Quispamsis' as No. 4 in the category - 'The Best Work-From-Home Cities for 2021' in all of Canada. The ranking notes Quispamsis offers plenty of parks, good schools, and small businesses and is a prominent suburb of Saint John. Housing and internet broadband are both affordable making it an attractive place for young and old to live and work.

12.4 Kennebecasis Reginal Joint Board of Police Commissioners – January 27, 2021 minutes, Financials and Associated Documents

12.5 Animal Control Report – Month of January, 2021

12.6 Letter from Pam Cole Re Utility Bill Increase and KRJBPC Investigation

12.7 Letter from Richard Burrell Expressing Concerns on Newly Adopted Town of Quispamsis Bylaw No. 061; a By-law of the Municipality of Quispamsis Respecting the Reduction of Single Use Plastic Bags

12.8 Announcement from Local Government and Local Governance Reform – Grant Resulting from the Elimination of the P-Gap

12.9 Kennebecasis Valley Fire Department Inc. – Items from November 10, 2020 and February 10, 2021 Fire Board Meetings

12.10 Planning Adviosry Committee Meeting Minutes of January 12, 2021

12.11 Kennebecasis Valley Fire Department Inc. – Annual Report 2020 and KVFD Inc. Board Meeting Date Schedule for 2021

Moved By Councillor Luck
Seconded By Councillor Olsen

Reports be received and filed.

Motion Carried

13. Business Arising from Committee of the Whole (none)

14. Adjournment

Moved By Councillor Rioux
Seconded By Councillor Olsen

Motion Carried

Meeting adjourned at 7:30 p.m.

X

Gary Clark
Mayor

X

Catherine P. Snow
Clerk



Staff Report

to Council

Date: March 4, 2021

From: Cathy Snow, Town Clerk

Subject:

Email Poll – Order in Council for 2021 Borrowing - General

Background and Discussion:

This will confirm on February 24, 2021; at the request of the Town Treasurer, I conducted an email poll of Council requesting Council’s approval of the following resolution, to be included with the Town’s Municipal Capital Borrowing Board application –

That the Municipality of Quispamsis submit to the Municipal Capital Borrowing Board an application for authorization to borrow for capital expenses for the following terms and amounts:

PURPOSE	AMOUNT	TERM
<u>Transportation Services</u> 2021 Street Capital - Paving	\$2,081,000	15 years

Email Poll Results:

Deputy Mayor O’Hara – In Favour

Councillor Sean Luck – In Favour

Councillor Kirk Miller – In Favour; subject to his comments as per his attached email.

Councillor Emil Olsen – In Favour

Councillor Beth Thompson – In Favour

Motion Carried

Since that time, however, the Province has advised Ms. Brandon the motion of Council must be made at a public open session meeting, as per Ms. Brandon’s attached Staff Report. Therefore, rather than ratifying the above referenced email poll at the March 16, 2021 Regular Meeting, a motion of Council would be in order to adopt the proposed resolution authorizing application to the Municipal Capital Borrowing Board to borrow \$2,081,000 as indicated.

Financial Implications:

N/A

Attachment(s):

Staff Report from Town Treasurer and Email from Councillor Kirk Miller

Recommendation:

That the Municipality of Quispamsis submit to the Municipal Capital Borrowing Board an application for authorization to borrow for capital expenses for the following terms and amounts:

PURPOSE	AMOUNT	TERM
<u>Transportation Services</u> 2021 Street Capital - Paving	\$2,081,000	15 years



Staff Report to Council

Date: March 3, 2021

From: Krista Brandon, CPA, CMA, Town Treasurer

Subject:

Staff Report_Order in Council for 2021 Borrowing-General.docx

Background and Discussion:

As part of the 2021 Capital Budget, we had budgeted borrowing of \$2,081,000 as part of the funding related to the 2021 Street Capital Program and two parking lots.

Financial Implications:

The General Fund long term debt will increase by \$2,081,000 and the estimated annual interest and principal payment will be \$166,551.

Attachment(s):

Identify attachments

Recommendation:

1. That the Municipality of Quispamsis submit to the Municipal Capital Borrowing Board an application for authorization to borrow for capital expenses for the following terms and amounts:

PURPOSE	AMOUNT	TERM
<u>Transportation Services</u> 2021 Street Capital - Paving	\$2,081,000	15 years

Snow, Cathy

From: Miller, Kirk
Sent: February 24, 2021 6:47 PM
To: Rioux, Pierre
Cc: Snow, Cathy; DistributionList_Council; Brandon, Krista; Deuville, Susan
Subject: Re: Email Poll - Order in Council for 2021 Borrowing - General

I am in favour of the application to ensure we meet the deadline, but want to add the following.

I believe we are not obligated to borrow this full amount. (As \$2MM) we just need to put in the application to get approved.

Since we have just been advised of an extra \$240K (which will now be annual) as well as the fast start \$990K)

I would ask that we do not borrow this full amount until we have a decision of council as to where to apply this \$1.2MM of budgeted funds.

An example. If we reduce the borrowing by \$1MM we will reduce the amount required by ~\$80K or 1/2 a cent for future tax rates .

Obviously, and reduction in the borrowing helps reduce future payments .

Yes interest rebates are cheap, however we need to look at the long term fiscal health of the town as well.

We can discuss further at the next council meeting

Best regards

Kirk Miller
Sent from my iPhone

On Feb 24, 2021, at 3:26 PM, Rioux, Pierre <prioux@quispamsis.ca> wrote:

Okay with me-Pierre

Sent from P. Rioux iPad

On Feb 24, 2021, at 1:40 PM, Snow, Cathy <csnow@quispamsis.ca> wrote:

Hi all,

As per the Town Treasurer's email below and attached Staff Report and further to Council's decision to include capital borrowing of \$2,081,500 in the 2021 budget; , I am doing another email poll of Council requesting Council's approval of the following

resolution, which Krista requires prior to March 3, 2021 to complete the Municipal Capital Borrowing Board application:

That the Municipality of Quispamsis submit to the Municipal Capital Borrowing Board an application for authorization to borrow for capital expenses for the following terms and amounts:

PURPOSE	AMOUNT	T
ERM		
<u>Transportation Services</u>		
2021 Street Capital - Paving	\$2,081,500	15 years

The results of this email poll, along with yesterday's, will be placed on the March 16, 2021 Regular Meeting agenda for ratification.

Looking forward to receiving your vote by responding to this email.
Thanks,

Cathy
Catherine Snow
Town Clerk
Town of Quispamsis
P. 506 849 5738 www.quispamsis.ca

*If you wish to address Town Council, please complete and submit the form found on the Town's website at the following link:
<https://forms.quispamsis.ca/forms/requestaddresscouncil>
Any correspondence with employees, agents, or elected officials of the Town of Quispamsis may be subject to disclosure under the provisions of the Right to Information and Protection of Privacy Act of the Province of New Brunswick.*

From: Brandon, Krista <kbrandon@quispamsis.ca>
Sent: February 24, 2021 1:24 PM
To: Snow, Cathy <csnow@quispamsis.ca>
Cc: Deuville, Susan <sdeuville@quispamsis.ca>
Subject: Order in Council for 2021 Borrowing - General

Hi Cathy, the 2021 Budget included capital borrowing of \$2,081,500 and the application is due to the province by March 3 so that we can have everything approved by Apr 12th and ready for the tender. I should have included this is the last council meeting, but I had it in my calendar for March (forgetting that we don't have a first Tuesday meeting in March). I have attached my staff report and require an email poll to the following resolution:

That the Municipality of Quispamsis submit to the Municipal Capital Borrowing Board an application for authorization to borrow for capital expenses for the following terms and amounts:

PURPOSE M	AMOUNT	TER
<u>Transportation Services</u>		
2021 Street Capital - Paving years	\$2,081,500	15

And as always we will only borrow what we need to up to the maximum authorized by Council.

Thanks,

Krista Brandon, CPA, CMA
 Town Treasurer
 Town of Quispamsis
 C. 506 647 0262 www.quispamsis.ca

Any correspondence with employees, agents, or elected officials of the Town of Quispamsis may be subject to disclosure under the provisions of the Right to Information and Protection of Privacy Act of the Province of New Brunswick.

<Staff Report_Order in Council for 2021 Borrowing-General.pdf>



Staff Report

to Council

Date: March 8, 2021

From: Cathy Snow, Town Clerk

Subject:

Ratification of Email Poll – Reallocation of Funding from 2020 General Surplus Fund to Cover Kennebecasis Regional Joint Board of Police Commissioners' 2020 Extraneous Budget Expense

Background and Discussion:

At the request of the Town Treasurer, in response to an email from the KRJBPC's Accountant, Cherie Madill; on February 23, 2021; I conducted an email poll of Council asking for *'Council's authorization to allocate \$80,327.11 from the Town's 2020 General Surplus to the Kennebecasis Regional Joint Board of Police Commissioners to cover the Town's portion of the Police's 2020 extraneous budget expense.'*

Email Poll Results:

Deputy Mayor Libby O'Hara – In Favour
Councillor Lisa Loughery – In Favour
Councillor Sean Luck – In Favour
Councillor Kirk Miller – In Favour
Councillor Emil Olsen – In Favour
Councillor Pierre Rioux – In Favour
Councillor Beth Thompson – In Favour
Motion Carried.

Financial Implications:

Reallocation of Funding as described

Attachment(s):

December 2020 KRJBPC's Pre-Audit Financial Statements

Recommendation:

Council ratify the Email Poll conducted February 23, 2021 authorizing the Town Treasurer to reallocate \$80,327.11 from the Town's 2020 General Surplus to cover the Town's portion of the Kennebecasis Regional Joint Board of Police Commissioner's 2020 extraneous budget expense.

KENNEBECASIS REGIONAL JOINT BOARD OF POLICE COMMISSIONERS
PSAS STATEMENT OF FINANCIAL POSITION
As at December 31, 2020

	<u>2020</u>	<u>2019</u>
-----Financial assets-----		
Cash - General	\$181,453	\$220,530
Sick Pay/ Retirement Investments	957,057	894,409
Accounts Receivable	192,102	191,021
Sales tax recoverable	56,177	52,715
	<u>\$1,386,789</u>	<u>\$1,358,675</u>
----Liabilities-----		
Accounts payable and accrued	415,199	436,570
Vested sick leave/retirement accrual	843,241	814,973
Sick leave replacement	15,299	15,299
Accrued pension benefit liability	311,900	419,600
Debenture payable	679,000	815,000
	<u>2,264,638</u>	<u>2,501,442</u>
NET ASSETS (DEBT)	<u>-877,849</u>	<u>-1,142,767</u>
----Non-Financial Assets-----		
Tangible capital assets (see page 2)	4,055,549	4,018,117
Accumulated amortization	<u>-2,122,156</u>	<u>-1,954,581</u>
	1,933,393	2,063,536
Unamortized Debenture costs	5,427	6,599
Prepaid expenses	<u>47,121</u>	<u>17,823</u>
	<u>1,985,941</u>	<u>2,087,958</u>
ACCUMULATED SURPLUS	<u>1,108,092</u>	<u>945,191</u>
Assets	3,372,730	3,446,633
Liabilities	3,372,730	3,446,633

KENNEBECASIS REGIONAL JOINT BOARD OF POLICE COMMISSIONERS
SCHEDULE OF TANGIBLE CAPITAL ASSETS
December 31, 2020

2020

2019

	-----TANGIBLE CAPITAL ASSETS-----			Balance end of year	
	Balance beginning of year	Additions	Disposals		
Millennium Drive					
Land	194,248			194,248	194,248
Building - Roof	42,677			42,677	42,677
Mechanical	250,628			250,628	250,628
Electrical	331,646			331,646	331,646
Other	547,754			547,754	547,754
Structure	1,106,997			1,106,997	1,106,997
	2,279,702	0		2,279,702	2,279,702
Accumulated amortization	(954,738)	(67,133)		(1,021,871)	(954,738)
Net book value of Building	1,324,964	(67,133)	0	1,257,830	1,324,964
Paving	52,600			52,600	52,600
Accumulated amortization	(38,135)	(2,630)		(40,765)	(38,135)
Net book value of paving	14,465	(2,630)	0	11,835	14,465
Landscaping	3,268			3,268	3,268
Accumulated amortization	(3,268)			(3,268)	(3,268)
Net book value of landscaping	0	0	0	0	0
Furnishings	198,387			198,387	198,387
Accumulated amortization	(132,249)	(9,919)		(142,168)	(132,249)
Net book value of furnishings	66,138	(9,919)	0	56,219	66,138
Machinery & equipment	103,910		(23,867)	80,043	103,910
Accumulated amortization	(63,841)	(5,988)	23,867	(45,961)	(63,841)
Net book value of equipment	40,069	(5,988)	0	34,081	40,069
Information technology equipment	463,963	30,233		494,196	463,963
Accumulated amortization	(342,082)	(51,603)		(393,685)	(342,082)
Net book value of IT equipment	121,881	(21,369)	0	100,512	121,881
Vehicles	722,039	65,068	(34,002)	753,104	722,039
Accumulated amortization	(420,268)	(85,105)	30,936	(474,437)	(420,268)
Net book value of vehicles	301,771	(20,037)	(3,067)	278,668	301,771
Total Tangible Capital assets	4,018,117	95,301	(57,870)	4,055,549	4,018,117
Total Accumulated amortization	(1,954,581)	(222,377)	54,803	(2,122,156)	(1,954,581)
Net Book Value	2,063,536	(127,076)	(3,067)	1,933,393	2,063,536

Additions:**Equipment****Information Technology**

Axon inv#CASI-1000419

30,233 Equipment for interview rooms

Vehicles

Downey Ford + misc

65,068 2020 Ford Explorer

Total additions 95,301**Disposals:****Vehicles**

2015 Dodge Charger sold Feb 24/20

<u>cost</u>	<u>book value</u>	<u>sold for</u>
34,002	3,067	4,980

Machinery & Equipment

1995 pistols - disposed of Nov 13/20

23,867	0	0
--------	---	---

Total disposals 57,870 3,067 4,980

KENNEBECASIS REGIONAL JOINT BOARD OF POLICE COMMISSIONERS
STATEMENT OF OPERATIONS Page 3
TWELVE MONTHS ENDING DECEMBER 31, 2020

	-----TWELVE MONTHS -----		
REVENUE:	--ACTUAL--		PRIOR YR BUDGET
Fees	115,395	41%	\$112,251 \$82,000
Taxi & Traffic Bylaw	3,815	-24%	3,675 5,000
Interest income	4,952	-1%	10,183 5,000
Retirement investment income	10,738	-43%	25,506 19,000
Secondments	227,803	1%	219,864 224,444
	362,703	8%	371,480 335,444

EXPENDITURE:

CRIME CONTROL

Salaries	3,713,482	-1%	\$3,509,002 \$3,769,841
Benefits	744,511	-5%	655,733 786,465
Training	35,820	-28%	47,613 50,000
Equipment	57,746	285%	100,959 15,000
Equip repairs & IT support	8,892	-21%	5,043 11,200
IT equip & services agreement	49,324	-3%	50,650
Communications	86,314	5%	81,943 82,200
Office function	19,475	22%	13,836 16,000
Leasing	11,732	-28%	13,840 16,200
Policing-general	46,375	43%	39,036 32,500
Insurance	19,150	12%	15,504 17,054
Uniforms	60,804	35%	63,318 45,000
Prevention/p.r.	9,376	34%	13,168 7,000
Investigations	44,176	38%	49,773 32,000
Detention	28,685	0%	28,688 28,700
Taxi & Traffic Bylaw	270	-73%	1,239 1,000
Auxillary	6,944	39%	3,275 5,000
Public Safety	29,310	-1%	28,714 29,500
Covid 19 supplies	36,630		
	5,009,014	0%	4,670,683 4,995,310

VEHICLES

Fuel	65,449	-31%	88,070 95,000
Maint./repairs	68,116	-3%	62,363 70,000
Insurance	29,466	-1%	26,987 29,685
New vehicles	60,068	-23%	75,193 78,000
Equipment	6,223	4%	2,490 6,000
	229,322	-18%	255,103 278,685

KENNEBECASIS REGIONAL JOINT BOARD OF POLICE COMMISSIONER Page 4
STATEMENT OF OPERATIONS
TWELVE MONTHS ENDING DECEMBER 31, 2020

	-----TWELVE MONTHS -----			
EXPENDITURE continued:	--ACTUAL--		PRIOR YR	BUDGET
BUILDING				
Maintenance	59,163	13%	78,180	52,500
Cleaning	28,197	13%	26,200	25,000
Electricity	42,320	-10%	44,841	47,000
Taxes	49,224	-2%	49,059	50,040
Insurance	6,354	-5%	6,110	6,722
Grounds	11,962	9%	9,505	11,000
Interest on Debenture	23,185	5%	25,826	22,014
Debenture Principal	136,000	0%	134,000	136,000
	356,405	2%	373,721	350,276
ADMINISTRATION				
Salaries	784,008	5%	686,384	747,333
Benefits	183,166	0%	149,854	182,289
Commissionaires	2,050	-91%	22,643	23,999
Professional Fees	69,804	10%	92,586	63,500
Travel/Training	18,728	-6%	20,116	20,000
Board Travel/Expenses	1,531	-69%	3,948	5,000
Insurance	1,689	12%	1,362	1,503
Labour Relations	17,725	48%	65,886	12,000
Sick Pay/Retirement	75,292	11%	49,745	67,764
Retirement int & dividends	10,738	-43%	25,506	19,000
2nd prior year (surplus) deficit	0		(117,477)	0
	1,164,731	2%	1,000,553	1,142,388
TELECOM/DISPATCH				
Part of the startup costs	24,737			
	24,737			
	6,421,506	0%	5,928,581	6,431,215
CONTRIBUTED BY MEMBER TOWNS	6,431,220		6,043,205	6,431,215
Pre SURPLUS (DEFICIT)	9,714		114,624	\$0
EXTRANEIOUS				
Labour costs	139,750		103,106	139,750
Legal fees	195,092		153,895	51,191
	334,842		257,001	190,941
Contributed by Quispamsis	194,615		85,151	114,293
Contributed by Rothesay	130,513		57,226	
EXTRANEIOUS surplus (deficit)	(9,714)		(114,624)	(76,648)
SURPLUS (DEFICIT)	\$ 0		\$0	(\$76,648)

TELECOM FUND				
City of SJ telecomm services	394,413	0%	373,944	393,950
Data Networking charges	10,213		10,213	10,675
Retirees health insurance			(117)	
2nd prior year (surplus) deficit	(2,566)	0%	(3,356)	(2,566)
	402,060		380,684	402,059
CONTRIBUTED BY MEMBER TOWNS	402,060		380,952	402,059
SURPLUS (DEFICIT)	\$0		\$268	\$0

KENNEBECASIS REGIONAL JOINT BOARD OF POLICE COMMISSIONERS pg 5
NOTES TO THE FINANCIAL STATEMENTS
December 31, 2020

STATEMENT OF FINANCIAL POSITION

BANK balance		181,453	at December 31, 2020
ACCOUNTS PAYABLE balance	415,199		

Current Accounts Payable		415,199	Paid in January

Extra (Shortfall) in bank account		(233,745)	
<i>Prepays</i> include insurance, Telecom & Managed Health Care's deposit of \$13,500			

STATEMENT OF OPERATIONS

Crime Control:

* Benefits	Health insurance	2020: \$203,993	2019: \$144,546	
	Retirees health insurance	2020: \$-5,692	2019: \$-4,187	
	Overtime costs at Dec 26, 2020	91,722		
	OT	82,314		
	Court OT	9,408		
	Overtime costs at Dec 28, 2019	72,496		
	OT	52,766		
	Flood OT	4,491	reimbursed	
	Court OT	15,239		
	Change over prior year			
	OT	29,548		
	Flood OT	(4,491)		
	Court OT	(5,831)		
		<u>19,226</u>		

Administration:

* Benefits	Health Insurance	2020: \$58,740	2019: \$53,695
	Retirees health insurance	2020: \$707	2019: \$2,334

KENNEBECASIS REGIONAL JOINT BOARD OF POLICE COMMISSIONERS
PSAS & preAudit STATEMENT OF OPERATIONS
TWELVE MONTHS ENDING DECEMBER 31, 2020

	--ACTUAL--		----- BUDGET-----			
			PRIOR YR	PSAS	CASH	
REVENUE:						
Fees	115,395	41%	\$112,251	\$82,000	\$82,000	
Taxi & Traffic Bylaw	3,815	-24%	3,675	5,000	5,000	
Interest income	4,952	-1%	10,183	5,000	5,000	
Retirement interest & dividends	10,738	-43%	25,506	19,000	19,000	
Unrealized gains/losses	51,909	0%	57,444	51,909		PSAS
Secondments	227,803	1%	219,864	224,444	224,444	
	<u>414,613</u>	<u>7%</u>	<u>428,923</u>	<u>387,353</u>	<u>335,444</u>	
EXPENDITURE:						
CRIME CONTROL						
Salaries	3,713,482	-1%	3,509,002	\$3,769,841	\$3,769,841	
Benefits	657,785	-6%	627,353	699,738	786,465	PSAS
Training	35,820	-28%	47,613	50,000	50,000	
Equipment	27,512	83%	48,545	15,000	15,000	PSAS
Equip repairs & IT support	8,892	-21%	5,043	11,200	11,200	
Communications	86,314	5%	81,943	82,200	82,200	
IT equip & services agreement	49,324	-3%		50,650	50,650	
Office function	19,475	22%	13,836	16,000	16,000	
Leasing	11,732	-28%	13,840	16,200	16,200	
Policing-general	46,175	42%	39,036	32,500	32,500	
Insurance	19,150	12%	15,504	17,054	17,054	
Uniforms	60,804	35%	63,318	45,000	45,000	
Prevention/p.r.	9,376	34%	13,168	7,000	7,000	
Investigations	44,376	39%	49,773	32,000	32,000	
Detention	28,685	0%	28,688	28,700	28,700	
Taxi & Traffic Bylaw	270	-73%	1,239	1,000	1,000	
Auxillary	6,944	39%	3,275	5,000	5,000	
Public Safety	29,310	-1%	28,714	29,500	29,500	
Covid 19 expenses	36,630					
Equipment amortization	57,590	0%	67,187	57,590		PSAS
	<u>4,949,644</u>	<u>0%</u>	<u>4,657,077</u>	<u>4,966,173</u>	<u>4,995,310</u>	
VEHICLES						
Fuel	65,449	-31%	88,070	95,000	95,000	
Maint./repairs	68,096	-3%	62,363	70,000	70,000	
Insurance	29,466	-1%	26,987	29,685	29,685	
New vehicles					78,000	PSAS
Equipment	6,223	4%	2,490	6,000	6,000	
Amortization	85,105	0%	97,734	85,105		PSAS
Loss (Gain) on sale of vehicles	(1,913)	0%	645	(1,913)		PSAS
	<u>252,425</u>	<u>-11%</u>	<u>278,289</u>	<u>283,877</u>	<u>278,685</u>	

KENNEBECASIS REGIONAL JOINT BOARD OF POLICE COMMISSIONERS

PSAS & preAudit STATEMENT OF OPERATIONS

TWELVE MONTHS ENDING DECEMBER 31, 2020

EXPENDITURE continued:	--ACTUAL--		----- BUDGET-----		
			PRIOR YR	PSAS	CASH
BUILDING					
Maintenance	59,163	13%	49,963	52,500	52,500
Cleaning	28,197	13%	26,200	25,000	25,000
Electricity	42,320	-10%	44,841	47,000	47,000
Taxes	49,224	-2%	49,059	50,040	50,040
Insurance	6,354	-5%	6,110	6,722	6,722
Grounds	11,962	9%	9,505	11,000	11,000
Interest on Debenture	22,013	6%	24,654	20,842	22,014
Debenture Principal					136,000
Amortization	80,855		80,299	80,855	
	<u>300,088</u>	2%	<u>290,631</u>	<u>293,959</u>	<u>350,276</u>
ADMINISTRATION					
Salaries	899,533	4%	772,306	862,858	862,858
Benefits	186,417	0%	160,418	185,541	206,514
Commissionaires	2,050		22,643	23,999	23,999
Professional Fees	69,804	10%	92,586	63,500	63,500
Travel/Training	18,728	-6%	20,116	20,000	20,000
Board Travel/Expenses	1,531	-69%	3,948	5,000	5,000
Insurance	1,689	12%	1,362	1,503	1,503
Labour Relations	212,817	237%	77,404	63,191	63,191
Sick Pay/Retirement	75,292	11%	49,745	67,764	67,764
Retirement int & dividends	10,738	-43%	25,506	19,000	19,000
2nd prior year (surplus) deficit			(117,477)		
	<u>1,478,599</u>	13%	<u>1,108,557</u>	<u>1,312,356</u>	<u>1,333,329</u>
TELECOM/DISPATCH:					
Part of the startup costs	<u>24,737</u>				
	<u>24,737</u>				
	6,590,881	2%	5,905,631	6,469,012	6,622,156
CONTRIBUTED BY MEMBERS	<u>6,756,348</u>		<u>6,043,205</u>	<u>6,622,156</u>	<u>6,622,156</u>
SURPLUS (DEFICIT)	<u>165,467</u>		<u>137,574</u>	<u>\$153,144</u>	<u>\$0</u>
TELECOM FUND					
City of SJ telecomm services	394,413	0%	373,944	393,951	393,950
Data Networking charges	10,213		10,213	10,675	10,675
Retirees health insurance			(117)		
2nd prior year (surplus) deficit	(2,566)		(3,356)		(2,566)
	<u>402,060</u>		<u>380,684</u>	<u>404,626</u>	<u>402,059</u>
CONTRIBUTED BY MEMBERS	<u>402,060</u>		<u>380,952</u>	<u>402,060</u>	<u>402,059</u>
SURPLUS (DEFICIT)	<u>0</u>		<u>\$268</u>	<u>(\$2,566)</u>	<u>\$0</u>
Total surplus (deficit)	165,467		\$137,842	\$150,578	

Hi Cathy

We could leave the green lights up and remove the St. Patrick's Day decorations in the Covered Bridge. Maybe some green flood lights outside Council Chambers.

Thoughts

Barry

Barry Brown

Parks and Facilities Manager

Town of Quispamsis

P. 506 849 5735 www.quispamsis.ca

From: Nichole Elizabeth <nichole.dal2020@gmail.com>

Sent: March 8, 2021 11:37 AM

To: Quispamsis <quispamsis@quispamsis.ca>

Subject: Green Shirt Day & Green Lights - Supporting Organ & Tissue Donor Awareness

CAUTION: External sender

Good morning,

I am writing on behalf of the New Brunswick chapter of the Canadian Transplant Association, and as a resident of Quispamsis. I want to ask the Town of Quispamsis to consider promoting Green Shirt Day on April 7th and participate in our efforts to raise awareness for Organ & Tissue Donation. I've attached a letter explaining this in more detail and also our English and french posters for the event. The City of Saint John will also be participating and plan to encourage city employees to do the same.

This morning I noticed you have an upcoming event using green lights - "An Emerald Town" for St. Patrick's Day. I'd like to ask if you would consider using these green lights to light Quispamsis up green for National Organ & Tissue Donor Awareness Week, occurring April 18-24? The light-up green campaign has been championed by cities and towns across Canada and has seen some of Canada's most prominent landmarks like Niagra Falls, light up green in support.

I would love to discuss further how Quispamsis might participate in supporting this important cause. Please let me know if I can count on our community and reach out with any questions you may have.

Kind Regards

Nichole Elizabeth

Provincial Director

Canadian Transplant Association – New Brunswick

(902) 817-6617

ctanewbrunswick@txworks.ca

Nichole.dal2020@gmail.com





VIA EMAIL

February 24, 2021

Dear fellow New Brunswicker and local community organization,

RE: Green Shirt Day 2021 - Raising awareness and saving lives!

Every year the Canadian Transplant Association celebrates Green Shirt Day to raise awareness for organ and tissue donation in Canada. Green Shirt Day serves to inspire Canadians not only to register to be an organ and tissue donor, but also to discuss those wishes with their loved ones. The CTA has long partnered with organizations like Canadian Blood Services and the Kidney Foundation in these efforts, but following the tragic Humboldt Broncos bus crash in 2018, the CTA has also teamed up with the Boulet family in their efforts to raise awareness after their son, Logan Boulet, became an organ donor.

This year we want to challenge local organizations to participate in Green Shirt Day on April 7, 2021 - help us in our efforts to raise awareness and save lives!

To do this we ask for your commitment to the following:

1. **Promote Green Shirt Day** in your workplace by encouraging employees to wear green.
2. **Wear green on April 7, 2021!**
3. **Share Photos** of your work crew - with your green shirts on - to our local Facebook group "Canadian Transplant Association New Brunswick Chapter" with the hashtags:
#GreenShirtDay #CTA #SaveALife #OrganDonation #TissueDonation

Can we count on you to help us raise awareness about organ and tissue donation by making this year's Green Shirt Day bigger than ever before? If so, please let us know in advance so we can watch for your organization's posts to our group and celebrate your participation.

Yours truly,

Nichole Elizabeth

Provincial Director

Canadian Transplant Association – New Brunswick

(902) 817-6617

ctanewbrunswick@txworks.ca





CANADIAN
TRANSPLANT
ASSOCIATION

L'ASSOCIATION
CANADIENNE
DES GREFFÉS



GREEN SHIRT DAY 2021

Help Raise Awareness for Organ & Tissue Donation

Wear a GREEN SHIRT

April 7, 2021

~ Share your photos to our local Facebook group ~

Canadian Transplant Association New Brunswick Chapter

#GreenShirtDay #CTA #SaveALife #OrganDonation #TissueDonation

Be Inspired!

Register with Medicare

Talk to Your Family about Your Wishes

Green shirts may be purchased from greenshirtday.ca

Proceeds go to the Canadian Transplant Association and the Logan Boulet Endowment Fund
(official green shirts not necessary to participate)

Canada's
Organ and Tissue
Donation Community

An organ donor can save up to 8 lives

A tissue donor can improve the quality of life for up to 75 people

Page 108 of 229



Snow, Cathy

From: O'Hara, Elizabeth
Sent: February 16, 2021 9:24 AM
To: Snow, Cathy
Subject: Fwd: Kennebecasis Regional Joint Board of Police Commission

Sent from Libby O'Hara
Deputy Mayor Quispamsis, New Brunswick iPhone

Begin forwarded message:

From: Richard Arbeau [REDACTED]
Date: February 16, 2021 at 8:24:04 AM AST
To: "O'Hara, Elizabeth" <eohara@quispamsis.ca>
Subject: FW: Kennebecasis Regional Joint Board of Police Commission

CAUTION: External sender

February 16, 2021

Good Morning,

I'm forwarding a copy of my resignation email, for you to pass onto the individual responsible for appointments with the Town of Quispamsis.
I've dropped off the board manual to Tanya.
It has been a pleasure serving with you on the board.

Thank you,

Richard Arbeau

"Advice is my product – Service is my business"



*February 17, 2021 - Copied
to Nominating Committee
ICPS.*

The information transmitted is intended only for the person or entity to which it is addressed and may contain confidential and/or privileged material. Re-transmission, dissemination or other use of, or taking of any action in reliance upon, this information by persons or entities other than the intended recipient is prohibited. If received in error, please accept my apologies, contact the sender and delete the material from any computer.

From: Richard Arbeau
Sent: February 12, 2021 2:02 PM
To: [REDACTED]
Cc: [REDACTED]
Subject: Kennebecasis Regional Joint Board of Police Commission

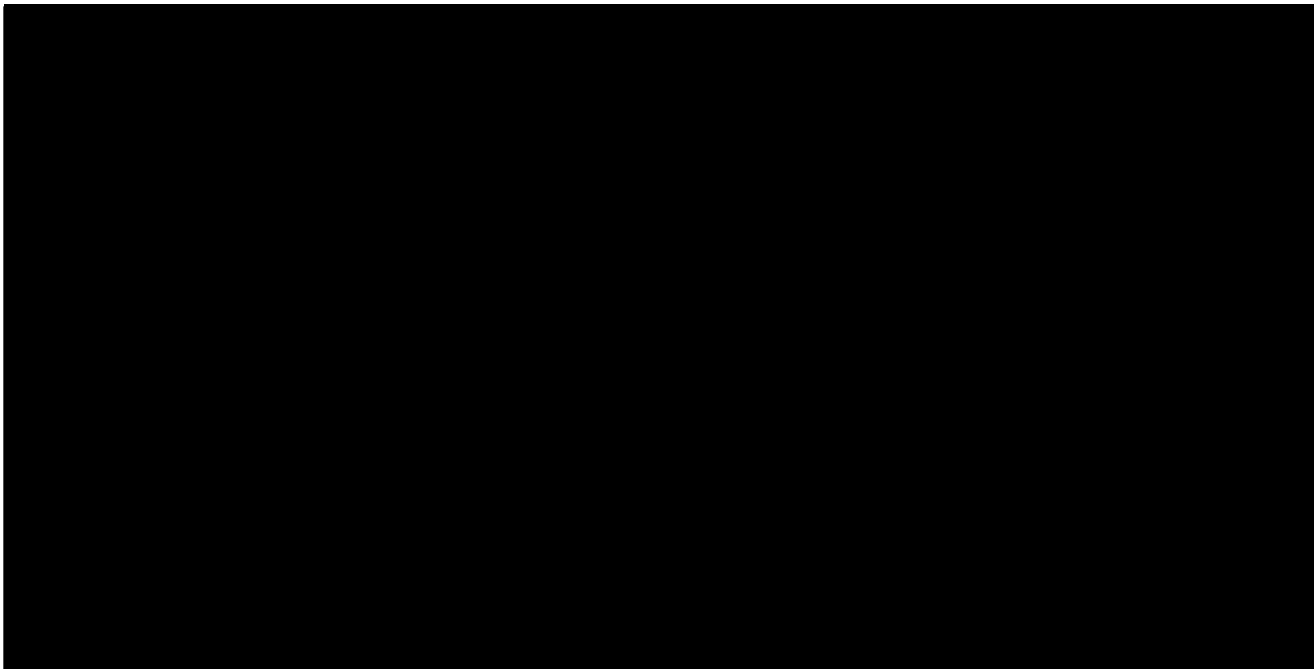
February 12, 2021

Hi Bob,

Effective today, I wish to submit my resignation to the Board.
I wish to thank the Commission and the Town of Quispamsis for the opportunity to serve on the Board. The time required to participate is more than I'm able to commit with employment as an insurance broker with McTague Insurance.
I have the manual that I will drop off at the station and all documentation regarding the commission I will delete from my computer (from the folder I've set up, except this resignation letter).

Thank you,
Richard Arbeau

"Advice is my product – Service is my business"





Staff Report

to Council

Date: March 12, 2021

From: Joanie McGraw, Human Resources Manager

Subject:

Compensation Review- Council

Background and Discussion:

The Town of Quispamsis initiated a complete review and redesign of its employee compensation structure in 2016. The project was to ensure the compensation system included a balance between internal equity, external competitiveness, and fiscal responsibility. Salary decisions were made in a disciplined, consistent and fair manner based on compensable factors and market conditions. The Town has adopted a pay philosophy of utilizing the median to determine salaries and has maintained this position since 2017.

The Town of Quispamsis compensation structure permits us to attract, hire, and retain top performing employees, increase the satisfaction of employees and improves employee retention.

In 2019 the Town engaged the services of an independent compensation consultant to review the employee's salary ranges to ensure they keep in line with market. Council requested that Human Resources includes Council Compensation in this review with a goal of implementing the results for the new incoming Council.

As a result, Karen Gordon from Karen Gordon and Associates, submitted the results from a survey that was completed for the Town of Quispamsis. As submitted by Mrs. Gordon, we received participation from 12 municipalities across the Maritimes. The median annual revenue of all 12 Municipalities was \$33M, in line with our annual revenue of \$28M. Based on the results of the survey and keeping in line with our pay philosophy of utilizing the median, the consultant has recommended the following:

Council Compensation

	Current	Proposed salary increase	New Salary	Total
Mayor	\$40,342	\$11,408	\$51,750	\$51,750
Deputy Mayor	\$21,432	\$3,174	\$24,606	\$24,606
Council	\$18,109	\$3,380	\$21,489	\$128,934
Total	\$170,428	\$34,862		\$205,290

Professional Development

	Current	Proposed PD decrease	New PD account	Total
Mayor	\$11,898	\$7,898	\$4,000	\$4,000
Deputy Mayor	\$6,072	\$2,572	\$3,500	\$3,500
Council	\$5,555	\$2,055	\$3,500	\$3,500
Total	\$51,300	\$22,800		\$28,500

The overall change to the combined budget of Salary and Professional Development is an annual increase of \$12,062 to the total council compensation budget.

Implementation of Karen Gordon's recommendations was intended to take effect for a newly elected Council. Since the elections were delayed due to the pandemic, we decided to postpone the implementation of the recommendation effective, June 1, 2021.

The adjustment to Council compensation will ensure the Town keeps its competitive edge.

In addition, in line with the recommendations of Karen Gordon, we removed the reimbursement of the cost of meals of spouses. Administrative change was also required to the by-law clarifying the language regarding most cost-effective means of transportation.

Financial Implications:

As included in the 2021 budget

Attachment(s):

Presentation, By-law Amendment

Recommendation:

Consideration of 1st and 2nd reading of Amendment No.09 to By-Law No.018; a By-Law of the Municipality of Quispamsis respecting the remuneration of Council.

AMENDMENT NO. 018-09

**A BY-LAW OF THE MUNICIPALITY OF QUISPAMISIS RESPECTING THE
REMUNERATION OF COUNCIL**

BE IT ENACTED by the Council of the Town of Quispamsis that By-law No. 018 a By-law of the Town of Quispamsis Respecting the Remuneration of Council is hereby amended as follows:

1. In the prelude section delete "Section 36(3) of the Municipalities Act" and replace with "Section 49(1) of the *Local Governance Act*"
2. In Section 3. A., "Salaries of Members", delete subsections i. ii. and iii. and replace with the following:
 - i. The annual salary of the Mayor shall increase to fifty-one thousand seven hundred fifty dollars (\$51,750.00);
 - ii. The annual salary of the Deputy Mayor shall increase to twenty-four thousand six hundred six dollars (\$24,606);
 - iii. The annual salary of each Councillor shall increase to twenty-one thousand four hundred eighty-nine dollars (\$21,489);
3. In Section 4., "Allowances for Expenses" – , delete Section 4. B. i, ii, and iii; and replace with the following:
 - i. "Each Member may claim reimbursement for travel expenses incurred while on Town business. Members are expected to travel by the most direct route and use the most economical means of transportation considering travel time involved. Travel expenses include but are not limited to:"
4. Delete Section 4. B. iv. in its entirety.
5. Delete Section 4. B. v.; and replace with the following:
 - ii. The total maximum annual reimbursement for expenses incurred under Subsection 4. B. shall be limited to:
 - a. Four thousand dollars (\$4,000.00) for the Mayor;
 - b. Three thousand five hundred dollars (\$3,500.00) for the Deputy Mayor;
 - c. Three thousand five hundred dollars (\$3,500.00) for each Councillor.

6. In Section 4.C. ii, delete the phrase “except for those expenses claimed pursuant to Section 4.B.iv.”

7. This Amendment shall take effect June 1, 2021.

READ FIRST TIME:

READ SECOND TIME:

READ THIRD TIME & ENACTED:

SEAL

X

Gary Clark
Mayor

X

Catherine P. Snow
Clerk

Council Compensation 2021

Town of Quispamsis



COMPENSATION PRIORITY

Since 2016, the Town initiated a full review and implementation of a new pay structure for all non bargaining employees. The Town adopted a pay philosophy of utilizing the median to determine salaries.

The review ensured the Town's compensation system included a balance between internal equity, external competitiveness and fiscal responsibility.

BACKGROUND REVIEW

- In 2019 Council requested to be included in a market review as part of our overall review of Town's compensation plan.
- A full Compensation review was conducted by an independent consultant, Karen Gordon from Karen Gordon and Associates
- As presented by Mrs. Gordon, we received the participation from 12 municipalities across the Maritimes. The median review of all 12 municipalities was \$33M in line with the Town's annual revenue.

SURVEY RESULTS- SALARIES

- Survey results indicated that current Council compensation is under market and close to the 25th percentile

	Mayor	Deputy Mayor	Councillor
Quispamsis	\$40,341	\$21,432	\$18,109
Market Median	\$51,750	\$24,606	\$21,489
25 th Percentile	\$39,465	\$20,659	\$16,425
75 th Percentile	\$61,299	\$38,711	\$29,845

SURVEY RESULTS- PROFESSIONAL DEVELOPMENT

	Mayor	PD Budget
→	Quispamsis	\$ 11,898
	Market Average	\$ 4,034
	Market Median	\$ 3,920
→	75th Percentile	\$ 4,250
	Council	PD Budget
→	Quispamsis	\$ 5,555
	Market Average	\$ 3,470
	Market Median	\$ 3,920
→	75th Percentile	\$ 4,125

- Survey results indicated that current Professional Development Budget (Travel and Training) is over market and close to the 75th percentile



CONSULTANT- RECOMMENDATIONS

- Effective June 1st 2021
 - Reduce the annual Professional Development to be in line with market:
 - Mayor - \$4,000 (decrease of \$7,898)
 - Deputy Mayor - \$3,500 (decrease of \$2,572)
 - Council - \$3,500 (decrease of \$2,055)
 - Total reduction of \$22,800
 - Increase Council Salaries in line with market:
 - Mayor to \$51,750 (increase of \$11,408)
 - Deputy Mayor to \$24,606 (increase of \$3,174)
 - Council to \$21,489 (increase of \$3,380)
 - Total increase - \$34,862
- \$12,062 differential was included in the budget pending council decision
- Provide increases to council annually as of June 1 to keep current with market, next increase would take effect June 1st 2022
- Change by-law to no longer pay for spouses to attend events as it is now covered under total salary

BY-LAW AMENDMENT

- Increase Council Salaries:
 - Mayor to \$51,750
 - Deputy Mayor to \$24,606
 - Council to \$21,489
- Reduce the annual Professional Development (travel and training):
 - Mayor - \$4,000
 - Deputy Mayor - \$3,500
 - Council - \$3,500
- \$12,062 differential was included in the budget pending council decision

ADMINISTRATIVE CHANGE

- Travel expenses wording changed to include:
 - Utilizing the most cost effective means of transportation considering travel time.

Snow, Cathy

From: Deuville, Susan
Sent: March 8, 2021 4:48 PM
To: DistributionList_Council
Subject: FW: New Name for the Regional Economic Development Agency for Greater Saint John

FYI

From: Paulette Hicks
Sent: March 8, 2021 2:07 PM
To: Paulette Hicks <paulette@REDAGSJ.com>
Cc: Cynthia Goodwin <cynthia@ccgoodwin.ca>
Subject: New Name for the Regional Economic Development Agency for Greater Saint John

CAUTION: External sender

Good afternoon,

On January 1, we opened the doors to the new Regional Economic Development Agency for Greater Saint John and just over a month later I joined the agency as CEO on February 8, 2021. In keeping with our bold action plan, we are pleased to announce today we are now officially **Envision Saint John: The Regional Growth Agency**.

The word “Envision” is a call-to-action to envision a more prosperous and inclusive future for the Greater Saint John region. Our growth mindset is not only reflected in our name but will be evident in our culture and strategic roadmap for growing the region.

We will continue to keep you updated on agency milestones and reach out to you on mutually important priorities. Should you have any questions please feel free to contact me directly.

Yours sincerely,

Paulette Hicks, CEO





BONFIRE

Envision Saint John

March 5, 2021

Chosen Concept

ENVISION
Saint John

THE
REGIONAL
GROWTH
AGENCY

ENVISION
Saint John

**THE
REGIONAL
GROWTH
AGENCY**

ENVISION THE
Saint John REGIONAL
GROWTH
AGENCY

PAULETTE HICKS
CEO

P : 000-000-0000
E : info@websitename.com
w : www.websitename.com

ENVISION THE
Saint John REGIONAL
GROWTH
AGENCY

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Saint John

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ENVISION Saint John

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ENVISION Saint John

THE REGIONAL GROWTH AGENCY

Rationale

- It's clean, fresh and professional.
- The colours chosen are designed to make a statement.
- The use of gold will allow us to embed a “gold standard” into our culture.
- Our regional partners and the tagline itself, are elevated in gold.

Colours and fonts



Pantone Black C

C 0 R 35
M 0 G 31
Y 0 B 32
K 100



Pantone 16-1139 TCX

C 24 R 193
M 40 G 149
Y 78 B 82
K 2

FONTS:

ENVISION
Antartican Headline Bold

Saint John:
Avenir Black

The Regional Growth Agency
Halis R Black

Please find below some additional information on the new agency name

Subject: Envision Saint John: The Regional Growth Agency

This week the new regional economic development agency achieved a critical milestone in its genesis. As per CEO, Paulette Hicks, the new name, Envision Saint John: The Regional Growth Agency, and logo “truly represents our regional mandate, demonstrates our bold approach to growth and our commitment to striving to the highest levels.”

Open the EnvisionSaintJohn_Logo file attached to see the logo in action. A video (link and password immediately below) was created to support the development of the name and logo, and while it is not for public distribution at this time, as special stakeholders you get a sneak peak at how the agency can come to life.

<https://vimeo.com/520047745>

PW: EnvisionSaintJohn

Speaking of special – please note that the region’s are covered in gold. Over the next few weeks, the logo will begin to make its appearance in our community as well as on the new interim website. In the meantime, you’re invited to follow the new social channels listed at the end of this email.

What’s in a name?

- The word “Envision” is a Call-to-Action to envision a more prosperous and inclusive future for the Greater Saint John region.
- It invites residents of the region to envision a brighter tomorrow in a community that is attracting investment, tourists and residents.
- When we are speaking to external markets it is direct encouragement to consider the Greater Saint John region as a place to invest, visit and live.
- It speaks to the Growth Mindset the agency will bring to the region.
- It is short, declarative and aspirational, speaking to the potential of our region.
- The tagline – The Regional Growth Agency – provides context and underscores the regional nature of the agency’s mandate.

Brand Guidelines

While detailed brand guidelines are being prepared please note the following name usage guidelines to ensure the integrity of the name is retained. It will be everyone’s accountability to ensure that they use the correct name when referring to Envision Saint John: The Regional Growth Agency

Written:

- For first usage (in headlines and body copy) it should be written as "Envision Saint John: The Regional Growth Agency" and after that first usage it can be reduced to “Envision Saint John.” A colon should be used between “Envision Saint John” and the tagline “The Regional Growth Agency”.
- It should never be used as an acronym (i.e. no ESJ).
- Always include the "Saint John" in written documents, so no "Envision" as a shorthand in written documents.

Spoken:

- In conversation, use “Envision Saint John: The Regional Growth Agency” to set context for people who are just being introduced to the agency.
- Subsequent usage can be shortened to “Envision Saint John.”
- It should never be shortened to “Envision”.

Like & Follow

You are encouraged to follow the agency's channels:

LinkedIn: <https://www.linkedin.com/company/envisionsaintjohn>

1. Follow Envision Saint John: The Regional Growth Agency (@EnvisionSaintJohn)
2. On your individual profile, you can choose to add Volunteer Experience and indicate you are a board member for Envision Saint John: The Regional Growth Agency

Facebook: <https://www.facebook.com/envisionsaintjohn>

1. Like Envision Saint John: The Regional Growth Agency (@EnvisionSaintJohn)
2. Share our new page with your Facebook friends

Instagram: <https://www.instagram.com/envisionsaintjohn/>

1. Like Envision Saint John: The Regional Growth Agency (@EnvisionSaintJohn)

Twitter: <https://twitter.com/EnvisionGSJ>

1. Follow Envision Saint John: The Regional Growth Agency (@EnvisionGSJ)

These channels will begin to be populated in the coming days and weeks.

THIS FUNDING AGREEMENT is made _____, 2021 with effect as of and from January 1, 2021.

BETWEEN:

QUISPAMISIS, being a municipality under the *Local Governance Act*, S.N.B. 2017, c. 18, hereinafter the "Funding Party"

OF THIS FIRST PART

- and -

NEW REGIONAL ECONOMIC DEVELOPMENT AGENCY FOR GREATER SAINT JOHN, a company incorporated pursuant to the *Canada Not-for-Profit Corporations Act*, S.C. 2009, c. 23 having its head office in the City of Saint John in the Province of New Brunswick, hereinafter the "Agency"

OF THE SECOND PART

WHEREAS:

- A. The Funding Party has a municipal interest in the promotion and facilitation of the economic growth and development of the Greater Saint John Census Metropolitan Area (the "Region");
- B. The Funding Party also has a municipal interest in the marketing and promotion of the Funding Party and the Region to tourists and visitors;
- C. The Funding Party recognizes that the promotion of the economic growth and development of the Region and the marketing and promotion of the Funding Party and the Region to tourists and visitors is best served by a uniform, streamlined and coordinated approach that brings together municipal partners in the region often referred to as the Greater Saint John Area more specifically comprised of the City of Saint John, Quispamsis, Rothesay, Grand Bay-Westfield and Hampton (together, the "Municipalities");
- D. As contemplated in the Prospectus earlier approved by each of the Municipalities entitled "Collaborating to Ensure the Municipalities in Greater Saint John Will Prosper in the 2020s: A New Economic Development Model" (the "Prospectus"), the Funding Party together with the other Municipalities has caused the Agency to be incorporated;
- E. Each of the Municipalities and the Agency has entered into a Members' Agreement dated
 - providing for the governance of the Agency (the "Members' Agreement");

- F. As contemplated by the Members Agreement, the Agency and the Funding Party wishes to enter into this Funding Agreement to document the Funding Party's funding commitments in relation to the Agency;
- G. At its meeting held on _____, Common Council for the Funding Party resolved to enter into the within Agreement with the Agency;

NOW THEREFORE THIS AGREEMENT WITNESSETH that, in consideration of the mutual covenants and agreements herein and subject to the terms and conditions of this Agreement, the parties agree each with the other as follows:

Interpretation

- 1. Capitalized terms used but not defined in this Agreement and that are defined in the Members' Agreement shall have the meanings assigned under the Members' Agreement.

Provision of Services

- 2. The Agency covenants and agrees that:
 - (a) It shall act as a central catalyst, facilitator and leader for the economic growth and development of the Region as well as the growth of the tourism and traveler industry in the Region, as is more particularly described in the Members' Agreement and the Prospectus;
 - (b) It shall make every reasonable effort to understand what major economic development projects are important to each of the Municipalities and, further, it shall ensure that such major economic development projects are considered within the process leading to the adoption of the Agency's Strategic Plan pursuant to the terms of the Members' Agreement;

Funding

- 3. The Funding Party covenants and agrees, subject to the Termination clause hereinafter set out, that during the Term of this Agreement:
 - (a) Annual Operating Grant. The Funding Party shall provide an annual operating grant to the Agency as consideration for the discharge of the functions outlined in this Agreement and the Members' Agreement, which shall be paid by the Funding Party to the Agency in equal quarterly payments on January 1st, April 1st, July 1st and October 1st, respectively, during each year of the Term of this Agreement:
 - (i) in 2021, the annual operating grant shall be \$168,000;
 - (ii) in 2022, the annual operating grant shall be \$ 219,000;
 - (iii) in 2023, the annual operating grant shall be \$ 284,000;
 - (iv) in 2024, the annual operating grant shall be \$ \$370,000;
 - (v) in 2025, the annual operating grant shall be \$ 454,000.

- (b) Tourism Accommodation Levy. The Funding Party shall, or upon the adoption of a by-law under section 101.1 of the *Local Governance Act*, S.N.B. 2017, c. 18 as contemplated by Section 5.3 of the Members' Agreement if not already in effect, pay or transfer to the Agency the Accommodation Levy in the manner provided for in Section 5.3 of the Members' Agreement.

Taxes

4. The amounts to be paid or remitted to the Agency under Section 3(a) do not include HST based on the Agency being a para-municipal organization. Should the Agency not be classified as a para-municipal organization for HST purposes, the contributions agreed to be paid to the Agency by the Member will be reduced to 95.89% of the otherwise agreed amount and HST shall be added to these reduced amounts. Should the rate of HST or municipal HST rebate amounts change, the reduction to the otherwise agreed amount above, will be adjusted accordingly such that the Member's total cost including non-refundable HST is the Total Operating Grant included in Section 3(a).

Independence of the Funding Party and the Agency

5. The Parties acknowledge and agree that the Funding Party and the Agency are separate corporations and that the Funding Party is not responsible for any debts or obligations incurred by the Agency.

Term and Termination

6. This Agreement shall be for a term of five (5) years commencing on January 1, 2021 and ending December 31, 2025 provided that, subject to paragraph 8.3(b) of the Members' Agreement, this Agreement shall immediately terminate upon the Funding Party becoming a Withdrawn Member under the terms of the Members Agreement.

Dispute Resolution

7. Any dispute under this Agreement shall be resolved in accordance with the dispute resolution procedures set out in Article 10 of the Members Agreement.

Force Majeure

8. It is acknowledged and agreed that neither party under this Agreement shall be held responsible for damages caused by delay or failure to perform its undertakings under the terms of the Agreement when the delay or failure is due to fires, strikes, floods, acts of God, pandemic, lawful acts of public authorities or delays or defaults caused by common carriers, which cannot be reasonably foreseen or provided against. A "Force Majeure Event" includes, but is not limited to, any war, invasion, insurrection, armed conflict, act of foreign enemy, revolution, terrorist act, pandemic, interference by military authorities, nuclear explosion, contamination by ionizing radiation, epidemic, quarantine restriction, flood, earthquake or hurricane that prevents, delays or interrupts the performance of any obligation under this Agreement, other than any obligation to pay any money, and provided such event does not occur by reason of:
 - (a) the negligence of the party relying on the Force Majeure Event (or those for whom it is in law responsible); or

- (b) any act or omission of the party relying on the Force Majeure Event (or those for whom it is in law responsible) that is in breach of the provisions of this Agreement.

No Assignment

- 9. This Agreement is not assignable. Any attempt to assign any of the rights, duties or obligations of this Agreement is void.

Time

- 10. Unless otherwise agreed to at the sole discretion of the Funding Party, this Agreement shall not be enforced, or bind any of the parties, until the following conditions are met:
 - (a) the Agreement is approved and executed by the Funding Party and the Agency, and;
 - (b) the Members' Agreement is approved and executed by the Agency and each of the Municipalities.

Notices

- 11. All notices, requests, claims, demands and other communications hereunder must be in writing and are sufficiently given if delivered personally, by registered mail (postage pre-paid, return receipt requested), by a recognized overnight delivery service or by facsimile, email or other electronic transmission (provided however, that email or other electronic transmission is not sufficient delivery if no email address is included herein), directed as follows:
 - (a) to the Funding Party:
 -
 - Attention:

 - E-mail: ●
 - Phone: ●
 - (b) to the Agency:
 -
 - Attention:

 - E-mail: ●
 - Phone: ●

Each such notice, request, claim, demand or other communication is deemed to have been received upon the earliest to occur of (i) actual delivery, (ii) in the case of registered mail, 5 Business Days after being deposited in the mail addressed as aforesaid, (iii) in the case of facsimile, e-mail or other electronic transmission, on the next Business Day following the date of transmission (provided that the original of such notice, request, claim, demand or other communication is promptly sent by overnight delivery service as aforesaid) and (iv) in the case of overnight delivery service, one Business Day after being sent addressed as aforesaid. The Parties may designate additional addresses, facsimile numbers or e-mail addresses for particular communications as required from time to time, and may change any address, facsimile number or e-mail address upon 5 Business Days' prior notice thereof.

Amendments

12. No change or modification of this Agreement shall be valid unless it be in writing and signed by each party.

Acknowledgement of Terms and of Entirety

13. It is agreed that this written instrument embodies the entire agreement of the parties with regard to the matters dealt with in it, and that no understandings or agreements, verbal or otherwise, exist between the parties except as expressly set out in this instrument.

Further Documents

14. The parties agree that each of them shall, upon reasonable request of the other, do or cause to be done all further lawful acts, deeds and assurances whatever for the better performance of the terms and conditions of this Agreement.

Validity and Interpretation

15. Descriptive headings are inserted solely for convenience of reference, do not form part of this Agreement, and are not to be used as an aid in the interpretation of this Agreement.
16. It is intended that all provisions of this Agreement shall be fully binding and effective between the Parties, but in the event that any particular provision or provisions or part of one is found to be void, voidable or unenforceable for any reason whatsoever, then the particular provision or provisions or part of the provision shall be deemed severed from the remainder of this Agreement and all other provisions shall remain in full force.

Governing Law

17. This Agreement shall be governed by and construed in accordance with the laws of the Province of New Brunswick.

Successors, Assigns

18. This Agreement shall enure to the benefit of and be binding on the respective successors of each of the parties.

Counterparts

19. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first written above.

Town of Quispamsis

By: _____

Name: Gary Clark

Title: Mayor

By: _____

Name: Catherine Snow

Title: Town Clerk

**NEW REGIONAL ECONOMIC DEVELOPMENT
AGENCY FOR GREATER SAINT JOHN**

By: _____

Name:

Title:

By: _____

Name:

Title:

**MEMBERS' AGREEMENT
NEW REGIONAL ECONOMIC DEVELOPMENT AGENCY FOR GREATER SAINT JOHN**

Dated: _____, 2021

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MEMBERS' AGREEMENT

THIS MEMBERS' AGREEMENT is made as of _____, 2021,

AMONG:

THE CITY OF SAINT JOHN

(**"SAINT JOHN"**)

- and -

GRAND BAY-WESTFIELD

- and -

HAMPTON

- and -

QUISPAMIS

- and -

ROTHESAY

-and-

**NEW REGIONAL ECONOMIC DEVELOPMENT
AGENCY FOR GREATER SAINT JOHN**

WHEREAS:

- A. The Prospectus dated July 2020 titled "Collaborating to Ensure the Municipalities in Greater Saint John Will Prosper in the 2020s" attached as Schedule A proposed a new economic development model (the "Prospectus").
- B. New Regional Economic Development Agency for Greater Saint John (the "Agency") was incorporated pursuant to the *Canada Not-for-Profit Corporations Act*, S.C. 2009, c. 23 (the "Act") to promote economic development in the Region and otherwise give effect to the obligations, responsibilities, goals and objectives described in the Prospectus;
- C. Saint John, Quispamsis, Rothesay, Grand Bay-Westfield, Hampton and the Agency each wish to enter into this Agreement as a unanimous member agreement pursuant to section 170(1) of the Act, to provide for certain matters in relation to membership in the Agency and the governance of the Agency;
- D. Section 104(2) of the *Local Governance Act*, S.N.B. 2017, c. 18, provides that local governments may encourage economic development in any manner considered appropriate.

NOW THEREFORE THIS AGREEMENT WITNESSES THAT in consideration of the respective covenants and agreements herein contained and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Parties, intending to be legally bound, hereby agree as follows:

ARTICLE 1 **INTERPRETATION**

1.1 Definitions

For the purposes of this Agreement the following terms shall have the respective meanings set forth below and grammatical variations of such terms shall have corresponding meanings:

“**Accommodation Levy**” means an accommodation levy collected under the authority of a by-law duly enacted pursuant to section 101.1 of the Local Governance Act, S.N.B. 2017, c. 18.

“**Act**” has the meaning set forth in Recital B.

“**Agency**” means New Regional Economic Development Agency for Greater Saint John.

“**Agency Board**” means the board of directors of the Agency.

“**Agreement**” means this unanimous members’ agreement.

“**Business Day**” means any day other than a Saturday, Sunday or statutory holiday in New Brunswick, Canada.

“**By-Laws**” means the by-laws of the Agency.

“**Budgets**” means the Capital Budget and Operating Budget as approved by the Agency Board in accordance with Section 5.6.

“**Capital Budget**” means the annual capital budget of the Agency.

“**Chair**” means the Outside Director elected by the Agency Board as Chair.

“**Committee**” shall mean a committee established by the Agency Board as provided for in Section 3.10.

“**Compensation**” includes all current and deferred, direct and indirect, forms of compensation, including salaries, fees, bonuses, insurance, loan and other benefits, cash, equity or other incentive compensation, perquisites and retirement benefits, termination and other benefits payable on or following termination of employment.

“**Confidential Information**” has the meaning set forth in Section 9.1.

“**Control**” means, with respect to any Person, the possession, directly or indirectly, of the power to elect a majority of such Person’s board of directors or similar governing body, or to direct or cause the direction of the management, business or policies of such Person, through ownership of capital stock issued by a corporation (or equivalent interests in any other Person), the holders of which are ordinarily, in the absence of contingencies, entitled to vote for the election of directors (or Persons performing similar functions) of such Person, even if such right to vote has been suspended by the happening of such contingency, by contract or otherwise; and “**Controlled**” has a corresponding meaning.

“Core Services and Programs” means the services and programs described in Section 4.1.

“Directors” means the Municipal Directors, the Outside Directors, and the Provincial Government Director.

“Dispute” has the meaning set forth in Section 10.1.

“Encumbrance” means any security interest, mortgage, debenture intended as a security device, deed of trust that includes provisions intended as a security device, option, pledge, hypothecation, assignment by way of charge, collateral assignment, charge or deposit arrangement, trust (actual or deemed) intended as a security device, lease intended as a security device, lien (statutory or other), restrictive covenant or other encumbrance or right creating or evidencing an interest in property including those created by, arising under or evidenced by any conditional sale or other title retention agreement.

“Funding Agreement” means any agreement between a Member and the Agency providing for funding by the Member in accordance with the Funding Plan.

“Funding Plan” means the plan for funding the Agency through Member contributions, contributions from the Province, private sector support and contributions contemplated from LSDs.

“Governance Committee” has the meaning set forth in Section 3.10(a).

“HST” means Harmonized Sales Tax.

“Interest” means the membership interests of a Member of the Agency and includes the rights and interests of the Member under this Agreement.

“KPIs” means the key performance indicators approved by the Members under Section 5.7.

“LSD” - means a Local Service District (as such term is defined in the *Local Governance Act*, S.N.B. 2017, c. 18) within the Region and **“LSDs”** means more than one LSD within the Region.

“Material Underperformance” means an event or instance, as more fully addressed in Section 8.1.

“Member” means each of the City of Saint John, Grand Bay-Westfield, Hampton, Quispamsis and Rothesay and **“Members”** means all of them.

“Municipality” means a “city”, “town” or “village” as those terms are defined in the *Local Governance Act*, S.N.B. 2017, c. 18.

“Municipal Director” means a director appointed by a Member from among its Non-elected Senior Staff.

“Nominating Subcommittee” means the Nominating Subcommittee referred to in Section 3.10(b)(ii).

“Non-elected Senior Staff” of a Member means those persons employed in a senior managerial role with a Member but does not include any person holding elected office.

“Operating Budget” means the annual operating budget of the Agency.

“Other Services and Programs” means other services and programs as approved by the Agency under Section 4.4.

“Outside Director” means a director who is not employed by a Member and does not hold any elected office with a Member that has been nominated by the Nominating Subcommittee and elected by the Members in accordance with Section 3.6.

“Parties” means, at any particular time, collectively, each of the signatories to this Agreement and **“Party”** means any of the Parties.

“Person” means any individual; any body, public or private, incorporated anywhere in the world; any partnership; any limited partnership; any limited liability company; any unlimited liability company; any other entity formed for business or investment purposes; any joint venture; any trust or unincorporated organization; the Crown or any agency or instrumentality thereof; and any other entity recognized by law.

“Prospectus” has the meaning assigned in the Recital A.

“Province” means the Province of New Brunswick.

“Provincial Government Director” means a director appointed from time to time by the Department of Post Secondary Education, Training and Labour or other department as directed by the Province.

“Region” means the area identified as the Greater Saint John Census Metropolitan Area by Statistics Canada and includes, inter alia, the City of Saint John, Grand Bay-Westfield, Hampton, Quispamsis and Rothesay and the LSDs situated within its geographic bounds.

“Strategic Plan” means the four year strategic plan prepared by the Agency in accordance with Section 5.1.

“Subsidiary” means, with respect to any Person, any other Person who, directly or indirectly, is Controlled by such Person.

“Tax Act” means the Income Tax Act, R.S.C. 1985, c. 1 (5th Supp.), as the same may be amended, re-enacted or replaced from time to time.

“Transferred Property” means any real property or other tangible property of a Member or non-Member that has been transferred to the Agency.

“Withdrawal Date” means the effective date of a Member’s withdrawal or expulsion from this Agreement.

“Withdrawal Notice” means a notice by a Member to withdraw under Section 8.1 or a notice of expulsion under Section 8.2.

“**Withdrawn Member**” means a Member who has withdrawn from this Agreement pursuant to Section 8.1 or has been expelled under Section 8.2.

1.2 Intention

This Agreement is to be interpreted so as to give effect to the intent as expressed in the Prospectus.

1.3 Currency

Unless otherwise indicated, all dollar amounts referred to in this Agreement are expressed in Canadian funds.

1.4 Sections and Headings

The division of this Agreement into Articles and Sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. Unless otherwise specified, any reference to an Article or a Section refers to the specific Article or Section of this Agreement.

1.5 Rules of Construction

In this Agreement:

- (a) the terms “this Agreement”, “hereof”, “herein”, “hereunder” and similar expressions refer to this Agreement and not to any particular Article, Section or other portion of this Agreement;
- (b) words importing the singular number only include the plural and vice versa, and words importing the masculine gender include the feminine and neuter genders and vice versa;
- (c) the words “include”, “includes” and “including” mean include, includes or including, in each case, without limitation;
- (d) reference to any agreement or other instrument means such agreement or other instrument as amended, modified, replaced or supplemented from time to time; and
- (e) whenever any payment to be made or action to be taken hereunder is required to be made or taken on a day other than a Business Day, such payment shall be made or action taken on the next following Business Day.

1.6 Entire Agreement

This Agreement and the other documents referred to herein, including any Funding Agreements entered into between the Agency and any Member, constitute the entire agreement among the Parties with respect to the subject matter hereof and supersede all prior agreements, understandings, negotiations and discussions, whether written or oral. There are no conditions, covenants, agreements, representations, warranties or other provisions, express or implied, collateral, statutory or otherwise, relating to the subject matter hereof except as provided in this Agreement, such other documents, or any combination thereof.

1.7 Governing Law; Jurisdiction

This Agreement shall be construed, interpreted and enforced in accordance with, and the respective rights and obligations of the Parties shall be governed by, the laws of the Province and the federal laws of Canada applicable therein and, subject to the provisions of ARTICLE 10 each Party hereby irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of such Province and all courts competent to hear appeals therefrom.

1.8 Severability

If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such determination shall not impair or affect the validity, legality or enforceability of the remaining provisions hereof and each provision is hereby declared to be separate, severable and distinct. To the extent that any provision is found to be invalid, illegal or unenforceable, the Parties shall act in good faith to substitute for such provision, to the extent practicable under the circumstances, a new provision with content and purpose as close as possible to the provision so determined to be invalid, illegal or unenforceable.

1.9 Amendment

No amendment or modification of this Agreement is effective except by an instrument in writing that is executed and delivered by all of the Parties or if the relevant amendment or modification exclusively affects rights and obligations between the Members, by all of the Members and is identified as an amendment or modification to this Agreement.

1.10 Waiver

Any Party may extend the time for the performance of any of the obligations owed to such Party by one or more of the other Parties or waive compliance with any of the covenants or performance of any of the obligations owed to such Party by one or more of the other Parties or any of the conditions to performance of such Party's obligations contained herein. Any such extension or waiver is valid only if such extension or waiver is set forth in an instrument in writing that is executed and delivered by the Party to be bound thereby and is expressly identified as an extension or waiver hereunder. The failure or delay of any Party to assert any of its rights hereunder does not constitute a waiver of any of such rights. Any failure or delay of any Party to enforce any of the provisions of this Agreement or to require compliance with any of its terms does not in any way affect the validity of this Agreement, or any part hereof, and is not to be deemed to be a waiver of the right of such Party thereafter to enforce any and each such provision. Each Party may give or withhold its consent in its sole discretion, unless this Agreement expressly provides for a different standard in a given instance.

ARTICLE 2
REPRESENTATIONS AND WARRANTIES

2.1 Representations and Warranties of Members

Each of the Members hereby represents and warrants to each of the other Parties hereto that as at the date of its execution and delivery of this Agreement:

- (a) such Member has the full power, authority and legal right to execute and deliver this Agreement and to perform its obligations hereunder; and
- (b) this Agreement has been duly authorized, executed and delivered by such Member and constitutes a legal, valid and binding obligation of such Member, enforceable against such Member in accordance with the terms hereof.

ARTICLE 3 **MANAGEMENT OF THE AGENCY**

3.1 Overriding Principles

The Agency and the Members shall at all times discharge their responsibilities and obligations to each other in good faith and in accordance with generally accepted governance and business practices and in compliance with all applicable laws.

3.2 Governance of the Agency

The Agency Board shall consist of fifteen (15) Directors as follows:

- (i) six (6) Municipal Directors; of which
 - (A) two (2) shall be nominated by the City of Saint John, one of whom shall be the City Manager; and
 - (B) one (1) shall be nominated by each of Grand Bay-Westfield, Hampton, Quispamsis and Rothesay;
- (ii) eight (8) Outside Directors, including the Chair; and
- (iii) one (1) Provincial Government Director.

3.3 Vacancies

- (a) Upon the resignation of a Director or any Director otherwise ceasing to serve as a Director for any reason:
 - (i) the person who nominated such Director pursuant to Section 3.2(i), in the case of a vacancy arising in the Municipal Directors, or pursuant to 3.2(iii) in the case of a vacancy arising in the Provincial Government Director shall be entitled to nominate a replacement;
 - (ii) or in the case of a vacancy arising in the Outside Directors, the process described in Section 3.6 shall be followed to nominate a replacement,

in each case, to serve for the balance of the term and, upon such nomination, the Chair shall promptly call a meeting of the Members for the purpose of electing such person as a Director in accordance with Section 3.4,

- (b) Where a vacancy or vacancies exist in the Agency Board, the remaining Directors may exercise all of the powers of the Agency Board so long as a quorum remains in office.

3.4 Election of Directors

The Members shall exercise their influence in respect of the Agency and take all other actions that may be required, including voting at any meetings of Members and adopting all resolutions of Members, in order to select as the Directors the persons nominated in accordance with the provisions of this Agreement and to otherwise ensure that the Agency Board shall at all times be constituted in accordance with the provisions of this Agreement.

3.5 Municipal Directors

- (a) Each Municipal Director shall be nominated as provided for in paragraph 3.2(i).
- (b) Each Municipal Director shall hold office for a term of four years and may be nominated for further terms of four years each at the discretion of the Member or Members who nominated such Municipal Director.
- (c) A Municipal Director may be removed and replaced at the discretion of the Member or Members who nominated such Municipal Director, with notice to the Chair.

3.6 Outside Directors

- (a) The Outside Directors shall be nominated in accordance with the following procedure:
 - (i) To ensure that the Agency Board is comprised of individuals that collectively possess a balance of skills, expertise and perspectives and is appropriately representative in terms of gender balance, diversity and geographic representation, to contribute to the governance of the Agency, the Nominating Subcommittee shall develop a skills matrix against which it assess applications from persons interested in serving as Outside Directors.
 - (ii) When there is a vacancy in the Outside Directors or where the Nominating Subcommittee anticipates a vacancy in the Outside Directors, the Nominating Subcommittee shall, through a public or other transparent process including, to the extent the Nominating Subcommittee considers advisable in the circumstances through engaging a professional search firm, solicit interest from individuals resident in the Region who are willing to serve as Outside Directors.
 - (iii) The Nominating Subcommittee shall assess the candidates against the skills matrix and shall nominate a suitably qualified person for each vacancy taking into account the Agency Board's current and future needs and the objective of achieving a high functioning board.
 - (iv) Each Outside Director shall hold office for a term of three years, and may be nominated for a subsequent term of three years at the discretion of the Nominating Subcommittee. No Outside Director shall serve for more than two (2) consecutive three year terms unless nominated to the Executive in which case the Outside Director may serve for up to two (2) additional three year terms.

- (v) Any person nominated as an Outside Director shall have his or her name put forward to the Agency Board and Members, for election by the Members.

- (b) An Outside Director may resign from the Agency Board by notice to the Chair.

3.7 Provincial Government Director

- (a) The Provincial Government Director shall be nominated as provided for in paragraph 3.2(iii).
- (b) The Provincial Government Director shall hold office for a term of four (4) years and may be re-nominated at the discretion of the Department of Post Secondary Education, Training and Labour or other department as directed by the Province.
- (c) The Provincial Government Director may be removed and replaced at the discretion of the Department of Post Secondary Education, Training and Labour or other department as directed by the Province, with notice to the Chair.

3.8 Quorum

The quorum for meetings of the Agency Board shall consist of a majority of the Directors in office.

3.9 Remuneration

All Directors shall serve without remuneration but shall have their reasonable expenses reimbursed.

3.10 Committees

- (a) The Agency Board shall appoint:
 - (i) a Governance Committee;
 - (ii) a Finance and Audit Committee;
 - (iii) a Human Resources Committee;
 - (iv) and such other committees as may be provided for in the By-Laws.
- (b) The Governance Committee:
 - (i) shall consist exclusively of Outside Directors and shall ideally include at least one Director who is a lawyer or otherwise has governance experience;
 - (ii) shall establish a Nominating Subcommittee consisting of some or all of the members of the Governance Committee.
- (c) The Finance and Audit Committee shall include at least one Director who is a financial expert (by reason of having obtained a recognized professional accounting designation) or, if unavailable from the Directors, at least one Director

who has a minimum of five (5) years' experience working in a financial-related position.

- (d) The Human Resources Committee shall consist exclusively of Outside Directors.
- (e) The terms of reference of each Committee shall be as approved by the Agency Board.

3.11 Agency Board Executive

- (a) The Agency Board Executive shall consist of:
 - (i) the Chair;
 - (ii) up to two Vice Chairs;
 - (iii) a Treasurer;
 - (iv) the Saint John City Manager, as an ex officio non-voting member.
- (b) Each of the Chair, Vice Chair(s), and Treasurer shall be Outside Directors appointed by the Agency Board on the recommendation of the Governance Committee.
- (c) The Chair shall hold office for a two year term and shall not serve as Chair for more than two (2) consecutive terms.

3.12 Procurement and Employment Practices

- (a) The Agency shall adopt and comply with a procurement policy that is consistent with the intent of the *Procurement Act*, S.N.B. 2012, c. 20 including the use of competitive and open procurement practices.
- (b) The Agency shall publicly advertise employment opportunities within its operations unless it determines in connection with any particular position that it is in the best interest of the Agency to undertake other reasonably acceptable employee search procedures.
- (c) The Agency shall provide equal opportunity employment and shall hire employees on the basis of candidates satisfying necessary core competencies.

3.13 Member Approval Rights

- (a) In addition to approval by the Agency Board and any other consent or approval required by law, each of the following shall require the prior approval by a majority vote of the Members:
 - (i) the approval of the Strategic Plan;
 - (ii) the approval of the KPIs;

- (iii) any annual business plan that would have the effect of adding or removing a strategic goal as set out in the Strategic Plan or delay or accelerate the completion of the Strategic Plan by more than one year;
 - (iv) any amendment to the By-Laws of the Agency;
 - (v) the borrowing of any amount, other than credit extended by sellers and amounts charged to credit cards for the purchases of goods and services in the ordinary course within the limits of the approved Budget;
 - (vi) the provision of any guarantee, indemnity or other financial support for the benefit of any Person other than indemnities provided to Directors of the Agency;
 - (vii) any amalgamation, reorganization or arrangement involving the Agency;
 - (viii) the establishment or acquisition of any Subsidiary;
 - (ix) the dissolution, liquidation or winding up of:
 - (A) the Agency, or
 - (B) any Subsidiary of the Agency;
 - (x) the appointment or dismissal of the auditor of the Agency.
- (b) Any meeting of Members shall be conducted in the manner provided for in the Act and By-laws, provided that:
- (i) unless a Member otherwise designates in writing a person to represent it, each Member shall be represented by the Municipal Director or, in the case of the City of Saint John the Municipal Directors, nominated by it acting in capacity as representative of their nominating Member and not as Agency Director;
 - (ii) at any such meeting each of the representatives of the City of Saint John shall be entitled to two votes and each of the representatives of the other Members shall be entitled to one vote each; and
 - (iii) All decisions of the Members must be made by a resolution passed at a meeting of the Members by an affirmative vote of at least a majority of the Members present or by a resolution in writing signed by the Members in accordance with the Act. In the case of a tie vote, the matter shall be referred to, and determined by the majority vote of, the Outside Directors.
- (c) Except as set forth in this Section 3.13 or as may be required by the Act or By-Laws of the Agency, no Member shall have any consent or approval rights in relation to the operation or management of the business of the Agency.

3.14 Agency Approval Rights

- (a) In addition to any other consent required by law, the Agency shall not take any of the following actions except with the approval of the Agency Board:

- (i) the granting of any Encumbrance on its assets;
- (ii) any sale, lease or other disposition of any assets other than:
 - (A) a sale, lease or other disposition in the ordinary course of its business or otherwise contemplated in the Budgets; and
 - (B) a sale, lease or other disposition of immaterial or redundant assets;
- (iii) any capital expenditure not provided for in the Capital Budget approved by the Agency Board;
- (iv) the payment by the Agency of any Compensation to any employee or officer in excess of any compensation plan approved by the Agency Board or the Human Resources Committee or any other applicable committee of the Agency Board, where such payment would materially impact the Operating Budget of the Agency.
- (v) any other types of expenditure determined by the Board to require its approval.

ARTICLE 4 **SERVICES AND PROGRAMS**

4.1 Economic Development Activity Specific to a Member

It is acknowledged and agreed that each of the Members is free to conduct economic development activities specific to their municipality while continuing to support the efforts of the Agency in the Region.

4.2 Core Services and Programs

The Agency shall be the principal organization concerned with all aspects of economic growth within the Region. The Agency shall deliver the Core Services and Programs as outlined in the Prospectus, which are summarized as follows:

- (a) marketing, promotion and branding;
- (b) people attraction;
- (c) growth sector(s) development;
- (d) tourism development;
- (e) entrepreneurial ecosystem growth;
- (f) economic data/ decision support;
- (g) economic infrastructure development;
- (h) municipal economic development; and

- (i) stakeholder relations, ecosystem development and private sector development.

4.3 Other Services and Programs

In addition to the Core Services and Programs, the Agency may provide such Other Services and Programs to Members or other persons as the Agency Board may approve.

4.4 Prioritize Use of Regional Facilities

The Agency shall prioritize the promotion and use of those assets and venues that are classified as a “regional facility” under the *Greater Saint John Regional Facilities Commission Act*, S.N.B. 2016, c. 101.

ARTICLE 5 FUNDING AND FINANCIAL MATTERS

5.1 Strategic Plan

The Agency shall, on a four year cycle, submit to the Members for approval, a strategic plan setting out, for such period, the strategic goals and objectives for the Agency, including anticipated measurable outcomes together with a viable Funding Plan, with the first Strategic Plan to be approved by the Agency Board and the Members on or before August 1st, 2021, or a later date otherwise unanimously agreed to by the Members.

5.2 Municipal Funding for Core Services and Programs and Other Services and Programs

- (a) Subject to Section 8.1 and any Funding Agreement entered into with a Member, Members shall contribute to the operating costs of the Agency for the fiscal years beginning in 2021 and up to and including 2025 (the “**Initial Funding Period**”) in the amounts set out in Schedule 5.1, with such funds to be used by the Agency for the provision of the Core Services and Programs and Other Services and Programs in accordance with the Operating Budget.
- (b) The amounts to be paid or remitted to the Agency under Schedule 5.1 do not include HST based on the Agency being a para-municipal organization. Should the Agency not be classified as a para-municipal organization for HST purposes, the contributions agreed to be paid to the Agency by the Member shall be reduced to 95.89% of the otherwise agreed amount and HST shall be added to these reduced amounts. Should the rate of HST or municipal HST rebate amounts change, the reduction to the otherwise agreed amount above, shall be adjusted accordingly such that the Member's total cost including non-refundable HST is the Total Operating Grant included in Schedule 5.1.
- (c) Following the Initial Funding Period, the annual municipal government funding to be provided by the Members each year shall be based on a funding formula to be agreed between the Agency and the Members.

5.3 Accommodation Levy

- (a) As contemplated by the Prospectus, each of the Members agree that they shall use their best efforts to enact through the legislated process, on or before

December 31st, 2022, a by-law under section 101.1 of the *Local Governance Act*, S.N.B. 2017, c. 18 consistent with the requirements of this Section 5.3 providing the collection of a 3.5% levy against the purchase price charged to any guest of any premises operated to provide, for remuneration, temporary sleeping accommodation for the public for a continuous period not exceeding 31 days, and includes hotels, motels, inns, bed and breakfasts, resorts, hostels, campgrounds consisting of tents, yurts, cabins and trailer sites, buildings owned or operated by a post-secondary institution, any other facility or building which contains rooms offered as accommodations or rental units and dwelling units that are offered as lodgings.

- (b) The Members further agree that the proceeds of the Accommodation Levy shall be transferred to the Agency, less an agreed to five percent (5%) administration fee. By no later than December 31st, 2022, the Agency, or a third party as unanimously agreed to by the Members, shall begin to administer all aspects of the Accommodation Levy with the permission of and to the satisfaction of the Members in a manner consistent with the Members' by-laws enacted in accordance with this Section 5.3 and shall retain not more than a five percent (5%) administration fee for providing said administration services. Should the responsibility of administering the Accommodation Levy under the by-laws be transferred to the Agency, or a third party, pursuant to the terms hereof, Members shall cease retaining a five percent (5%) administration fee upon the transfer of such responsibility to the Agency or such third party. If the Agency is not permitted or is unable to assume such administrative responsibilities then the Members commit to explore alternative options.
- (c) Each of the Members shall take all reasonable steps to give effect to and enforce their Accommodation Levy by-law .
- (d) If any Member does not enact an Accommodation Levy bylaw as contemplated under this Section 5.3 for any reason, that Member will be afforded the option to provide additional funds directly to the Agency in an amount, as agreed to by the Members, that equals to the estimated annual Accommodation Levy that would have been collected by it had it enacted such a by-law. In the event that the Member does not elect to contribute such additional funds:
 - (i) the contributing Members may by majority vote among themselves elect to exclude that Member from any activities of the Agency funded by, or any benefits associated with, the Accommodation Levy resources, including but not limited to, any strategic discussions related to tourism investments, any application of funds or resources arising out of Accommodation Levy, any regional tourism initiatives and any tourism related advertising; and
 - (ii) each of the contributing Members may negotiate among themselves and reach an agreement on alternative approaches with respect to the application of the Accommodation Levy or may, in their sole discretion, elect to withhold some or all of their Accommodation Levy contributions from the Agency or cancel the Agency's or any third party's right to administer the Accommodation Levy.

5.4 No Change in Funding Obligations Without Consent

Notwithstanding any other provision of this Agreement, no decision of the Agency or the Members shall have the effect of changing the funding obligations of any Member, including adopting any Funding Plan to come into effect after 2025 applicable to such Member, without the affirmative consent of such Member.

5.5 Other Funding

Financial participation of the Federal and Provincial governments or any other sources, including the private sector, may be sought from time to time for projects that are consistent with the purpose and objects of the Agency.

The Agency shall work with the Province, using best efforts to secure financial participation directly from the LSDs within the Region as contemplated in the Prospectus.

5.6 Budgets

On or before September 15th, in each year, the Agency shall submit to the Agency Board a Capital Budget and an Operating Budget for approval by the Agency Board, for the ensuing year.

5.7 KPIs

The Agency shall on or before August 1st, 2021, or a later date otherwise unanimously agreed to by the Members, develop and obtain Members' approval for KPIs against which the performance of the Agency shall be measured.

It is acknowledged by the Agency and the Members that the performance of the Agency, as measured against the KPIs, shall be a critical component to evaluating the effectiveness of the Agency and the Members' satisfaction with the Agency.

5.8 Report

The Agency shall provide to each Member:

- (a) on a quarterly basis within 30 days of the end of each fiscal quarter, unaudited financial statements for the period along with a report on performance of the Agency against the KPIs during such period;
- (b) on an annual basis by the end of February of each year, an annual report including
 - (i) audited financial statements;
 - (ii) a report on the performance of the Agency including achievements against the KPIs and the Strategic Plan;
- (c) such other reports or presentations to municipal councils as the Members may reasonably request in consultation with the Board Chair and approved by the Agency Board.

5.9 Member Audit Rights

Each Member shall have the right from time to time, at its sole expense, to undertake a performance audit of the Agency in respect of its compliance with the terms of this Agreement and any Funding Agreement between the Agency and the Member, the Agency's internal controls and the economy, efficiency and effectiveness of the Agency in carrying out its objectives and for such purpose the person appointed by the Member to carry out the performance audit shall have access to all relevant records of the Agency and shall be allowed reasonable access to all staff employed by the Agency

5.10 Annual Meeting

The Agency shall call an annual meeting of Members in accordance with the provisions of the *Act* at which meeting the Chief Executive Officer of the Agency and the Board Chair shall be available to answer questions concerning Agency performance.

5.11 Financing and Borrowing

Any financing or borrowing required by the Agency from time to time shall be raised from such sources and on such terms as may be approved by the Members pursuant to Section 3.13(a)(v).

**ARTICLE 6
INSURANCE**

6.1 Maintain Insurance

The Agency shall at all times maintain in full force and effect insurance, including property and liability insurance and insurance covering errors and omissions, in appropriate amounts and for appropriate risks as would be considered prudent for similar businesses including, without limitation, coverage in accordance with the particulars set out below, such insurance coverage to be funded by, and shall be an expense of the Agency. All policies shall be reviewed by the Agency Board annually and shall not be cancelled or materially amended by the Agency without the prior written approval of the Agency Board. The particulars of such coverage shall be as follows:

- (a) directors and officers liability insurance in such amount as the Agency Board shall from time to time determine acting reasonably;
- (b) general liability insurance coverage, including personal injury, and accidents occurring on its private property, or on premises leased or otherwise controlled by the Agency, in such amounts as determined by the Agency Board; and
- (c) errors and omissions insurance in such amount as the Agency Board shall from time to time determine acting reasonably.

**ARTICLE 7
ASSIGNMENT; ADMISSION OF NEW MEMBERS**

7.1 No Assignment by Member

A Member may not sell, assign, transfer, pledge, mortgage or otherwise dispose of, whether by merger, operation of law or otherwise all or any of its Interest to any Person.

7.2 New Member

No other Person shall be admitted as a member of the Agency or re-admitted as a member of the Agency after having become a Withdrawn Member, unless:

- (a) it is a Municipality;
- (b) it has the affirmative consent of each Member; and
- (c) it becomes a party to this Agreement by executing an accession agreement in such form as is acceptable to the Members.

7.3 St. Martins or LSDs within the Region

Subject to Section 7.2 hereof, as long as it is unanimously agreed to by the Members, the Members and the Agency Board, shall be free to determine how best to involve St. Martins and the LSDs within the Region in the Agency's activities.

ARTICLE 8 WITHDRAWAL BY MEMBER

8.1 Withdrawal by Member

A Member may withdraw from the Agency:

- (a) on December 31st, 2023 due to any event or instance of Material Underperformance provided that:
 - (i) in order for a Member to withdraw from the Agency pursuant to paragraph (a) above, the Member must provide written notice of such withdrawal to the Agency and to the other Members by not later than sixty (60) days following the receipt by the Member from the Agency of the Agency's annual report for the operating year comprising January 1st, 2022 until December 31st, 2022, inclusive; and
 - (ii) an event or instance of Material Underperformance shall include, but not be limited to, any of the following:
 - (A) a failure on the part of the Agency to adhere to the terms of the Strategic Plan, as approved by the Members in accordance with the terms of this Agreement;
 - (B) a failure on the part of the Agency to attain a minimum achievement level of seventy percent (70%) for eighty percent (80%) of the KPIs, as approved by the Members in accordance with the terms of this Agreement;
 - (C) a failure on the part of the Agency or any Member to adhere to any term of this Agreement considered to be major or significant;
 - (D) a failure on the part of the Agency or any Member to adhere to any term of a bilateral Funding Agreement between the Agency and a Member considered to be major or significant;

- (E) a failure on the part of the Agency to develop and/or follow financial policies that respect generally accepted accounting principles (GAAP) or statutory/regulatory requirements that apply to the governance, operation, administration or oversight of the Agency;
- (b) upon a material breach by the Agency of any of its obligations under the Agreement or any Funding Agreement between the Member and the Agency if the Agency has failed to remedy such breach within 30 days of the Member providing notice in writing of the breach to the Agency and the other Members. For the purposes of this Section and without limiting the scope of Material Underperformance in paragraph 8.1(a)(ii), material breach includes, without limitation:
 - (i) failure by the Agency to adopt and approve a Strategic Plan, as required under Section 5.1;
 - (ii) failure by the Agency to adopt and approve KPIs, as required under Section 5.7, and
 - (iii) failure by the Agency to perform any obligations specific to the Member, as outlined in the Funding Agreement entered into between the Agency and that Member;
- (c) immediately upon the Agency making an assignment for the benefit of its creditors, being declared bankrupt or committing an act of bankruptcy, becoming insolvent, making a proposal or otherwise taking advantage of provisions for relief under the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 or similar legislation in any jurisdiction, or any other type of insolvency proceedings being commenced by or against the Agency under the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 or similar legislation.

8.2 Expulsion of Member

If a Member breaches its funding obligations under this Agreement or any Funding Agreement entered into between the Member and the Agency, including any failure to adopt an accommodation levy as provided for under Section 5.3 and disburse such amounts to the Agency, which breach has not been remedied within 30 days of the Agency delivering notice in writing to the Member, such Member may by majority vote of the Members other than the defaulting Member be expelled in which case such expulsion shall be effective upon delivery of notice in writing to the Member advising it of the vote of the Members to expel.

8.3 Consequences of Withdrawal or Expulsion

Upon withdrawal or expulsion of a Member:

- (a) the Withdrawn Member shall be deemed to have resigned as a Member and shall have no further rights or obligations as a Member under this Agreement except as provided under this Section 8.3;
- (b) subject to Section 8.3(c), the Withdrawn Member shall be responsible for payment of its municipal funding obligations in accordance with Section 5.1 up to

and including the later of the Withdrawal Date and the fiscal year end of the Agency following the notice of withdrawal or expulsion.

- (c) a Withdrawn Member shall not be responsible for payment of its municipal funding obligations in accordance with Section 5.1 if the Agency has been wound up as of the Withdrawal Date.
- (d) upon receipt of the Withdrawal Notice, the Agency shall cooperate with the Withdrawn Member in order to:
 - (i) subject to the Withdrawn Member's obligations under Section 8.3(b), return to the Member any unused funds provided by the withdrawing Member pursuant to this Agreement or any applicable Funding Agreement on a proportionate basis relative to overall funding received from all Members provided that amounts provided by Members pursuant to Section **Error! Reference source not found.** and 5.3 shall be treated, and the proportion to be returned to the withdrawing Member calculated, separately. Notwithstanding the foregoing, the Agency shall be entitled to retain such funds as may be necessary to cover the Withdrawn Member's proportionate share or all obligations incurred by the Agency prior to the effective date of such withdrawal;
 - (ii) transfer any Transferred Property back to the Member to the extent that the same remains in the possession and control of the Agency;
 - (iii) otherwise facilitate the withdrawal of the Member.
- (e) any Director or Directors nominated by the Withdrawn Member shall be deemed to have resigned from the Agency Board effective as of the Withdrawal Date and the remaining Members shall be entitled to remove such Director.

ARTICLE 9

CONFIDENTIAL INFORMATION

9.1 Confidential Information

The Agency shall develop a policy which shall guide the determination of which records and information held or created by the Agency are to be treated as confidential ("Confidential Information").

Each Party agrees that it shall not at any time, whether then a Member of the Agency or not, directly or indirectly disclose Confidential Information to any Person (other than the Party's own professional advisors on a need-to-know basis or another Party hereto) not authorized by the Parties hereto to receive such information or use such Confidential Information for any purpose unrelated to the Agency or this Agreement.

For greater certainty, nothing in this Agreement imposes liability upon any Party for making disclosure of Confidential Information where such disclosure:

- (i) is required by law or court order; or
- (ii) is occasioned through theft, lawful or unlawful search and seizure or through any other means beyond the reasonable control of the Party.

9.2 Right to Information and Protection of Privacy Act

Each of the Parties acknowledge that each Member is subject to the provisions of the *Right to Information and Protection of Privacy Act*, S.N.B. 2009, c. R-10.6 and notwithstanding Section 9.1 and any information relating to the Agency in their possession or control is subject to disclosure under that statute.

ARTICLE 10 DISPUTE RESOLUTION

10.1 Best Endeavours to Settle Disputes

If any controversy, dispute, claim, question or difference (a "Dispute") arises with respect to this Agreement or its existence, interpretation, performance, enforcement, breach, termination or validity, then the Parties involved in the Dispute shall use reasonable efforts to attempt to resolve the Dispute in a collaborative manner as follows:

- (a) through negotiation between the Chief Executive Officer and the manager or equivalent chief administrative employee of the Member or Members involved;
- (b) if, at any time, the dispute remains unresolved, any Party involved in the Dispute may initiate mediation in respect of the Dispute by providing written notice to the other Parties involved to request mediation. Such a request shall include the names of three (3) proposed mediators and if the Parties involved cannot agree on a mediator, either from among the three (3) proposed names or otherwise, within ten (10) Business Days of the receipt of such notice, then the Dispute shall be resolved through arbitration in accordance with Section 10.2;
- (c) the mediator's costs and fees shall be borne equally by the Parties involved; and
- (d) the mediator and the Parties involved shall hold mediation within ten (10) Business Days of the mediator's appointment;
- (e) if mediation is not successful in resolving the Dispute the matter shall be resolved through arbitration in accordance with Section 10.2.

It is acknowledged and agreed by the Agency and the Members that this ARTICLE 10 shall have no application to any Dispute arising under ARTICLE 8 of this Agreement.

10.2 Arbitration

- (a) If the Parties involved in the Dispute do not reach a resolution of the Dispute pursuant to Section 10.1 within 30 days after written notice of the Dispute has been given by one to the other(s), the Dispute shall be settled by final and binding arbitration in accordance with the provisions of the *Arbitration Act*, S.N.B. 2014, c. 100 as in effect from time to time (the "Arbitration Act").
- (b) Any Party involved in the Dispute may initiate such arbitration by giving a notice to arbitrate to the other(s) setting out the nature of the Dispute the amount involved, if any, and the remedy sought.
- (c) Unless the Parties agree to arbitration by a sole arbitrator, the arbitration shall be carried out by a tribunal of three arbitrators, one appointed by each Party to the

Dispute (and for such purposes, Parties having a common interest shall be treated as a single Party), and the third arbitrator, who shall be chairperson of the tribunal who shall be appointed by the first two appointed arbitrators.

- (d) The arbitration shall be private and confidential and unless otherwise required by law, all hearings, meetings, and communications shall be private and confidential as between the participants and the arbitrators.
- (e) The arbitration hearing shall take place, at a location to be determined by the arbitrators in consultation with the parties thereto.
- (f) The applicable law of the arbitration shall be New Brunswick law.
- (g) The arbitration shall be conducted in English.
- (h) except for any action necessary to enforce the award of the arbitrator, or any actions initiated by any insurer of any Party involved, the provisions of this Section 10.2 are a complete defence to any suit, action nor other proceeding instituted in any court or before any administrative tribunal with respect to the subject matter of the Dispute.
- (i) Unless otherwise required by law, the decision of the arbitrators or sole arbitrator, if applicable, shall be private and confidential between the Members involved in the Dispute and shall not be subject to appeal except to the extent permitted by the *Arbitration Act*, S.N.B. 2014, c. 100.

10.3 Time Limits

The time limits referred to in this ARTICLE 10 may be abridged or extended by mutual agreement among the Parties involved in the Dispute.

ARTICLE 11 MISCELLANEOUS

11.1 Term; Termination

This Agreement shall first come into force and effect as of the date hereof and, except as provided below, shall continue in force until the date on which this Agreement is terminated by written agreement of all Members. A termination of this Agreement or any provision of this Agreement shall not affect or prejudice any provisions hereof which are expressed to survive such termination or any rights or obligations which have accrued or arisen under this Agreement prior to the time of termination, and such rights and obligations shall survive the termination of this Agreement.

11.2 Implementation

Each Member agrees to exercise its influence in respect of the Agency and each Member agrees to sign all such documents and to do and perform all such other acts or things, as may be necessary or desirable from time to time in order to give full effect to the provisions and intent of this Agreement and to ensure that the provisions of this Agreement shall govern the affairs of the Agency to the maximum extent permitted by law.

11.3 Notices

- (a) All notices, requests, claims, demands and other communications hereunder must be in writing and are sufficiently given if delivered personally, by registered mail (postage pre-paid, return receipt requested), by a recognized overnight delivery service or by facsimile, email or other electronic transmission (provided however, that email or other electronic transmission is not sufficient delivery if no email address is included herein), directed as follows (or, in the case of any Member, to such other address as the Agency shall have on record for such Member):
- (i) to City of Saint John:
 -
 - Attention:
 - E-mail: ●
 - Phone: ●

 - (ii) to Grand Bay-Westfield
 - (iii) 609 River Valley Drive
PO Box 3001
Attention:
E-mail: ●john@towngbw.ca
Phone: 1.506.738.6400

 - (iv) Hampton
 -
 - Attention:
 - E-mail: ●
 - Phone: ●

 - (v) Quispamsis:
 - (vi) ●
Attention:
E-mail: ●
Phone: ●

 - (vii) Rothesay
 -
 - Attention:
 - E-mail: ●
 - Phone: ●

 - (viii) to the Agency
 -
 - Attention:
 - E-mail: ●
 - Phone: ●
- (b) Each such notice, request, claim, demand or other communication is deemed to have been received upon the earliest to occur of (i) actual delivery, (ii) in the case of registered mail, 5 Business Days after being deposited in the mail addressed as aforesaid, (iii) in the case of facsimile, e-mail or other electronic transmission, on the next Business Day following the date of transmission (provided that the

original of such notice, request, claim, demand or other communication is promptly sent by overnight delivery service as aforesaid) and (iv) in the case of overnight delivery service, one Business Day after being sent addressed as aforesaid. The Parties may designate additional addresses, facsimile numbers or e-mail addresses for particular communications as required from time to time, and may change any address, facsimile number or e-mail address upon 5 Business Days' prior notice thereof.

11.4 Enforceability

Subject to the provisions hereof, this Agreement shall be binding on and enforceable by the Parties and their respective successors (including any corporation continuing from an amalgamation involving a Party).

11.5 Force Majeure

It is acknowledged and agreed that no party under this Agreement shall be held responsible for damages caused by delay or failure to perform its undertakings under the terms of the Agreement when the delay or failure is due to fires, strikes, floods, acts of God, pandemic, lawful acts of public authorities or delays or defaults caused by common carriers, which cannot be reasonably foreseen or provided against. A "Force Majeure Event" includes but is not limited to any war, invasion, insurrection, armed conflict, act of foreign enemy, revolution, terrorist act, pandemic, interference by military authorities, nuclear explosion, contamination by ionizing radiation, epidemic, quarantine restriction, flood, earthquake or hurricane that prevents, delays or interrupts the performance of any obligation under this Agreement, other than any obligation to pay any money, and provided such event does not occur by reason of:

- (a) the negligence of the party relying on the Force Majeure Event (or those for whom it is in law responsible); or
- (b) any act or omission of the party relying on the Force Majeure Event (or those for whom it is in law responsible) that is in breach of the provisions of this Agreement.

11.6 Remedies

Each Party acknowledges that a violation of any provision of this Agreement shall result in immediate and irreparable harm to the other Parties which cannot be compensated adequately by recovery of damages alone and agrees that, in the event of any such violation or threatened violation, the other Parties shall, in addition to any other rights or remedies available at law, in equity or otherwise, be entitled to temporary and permanent injunctive relief, specific performance and other equitable remedies.

11.7 Counterparts

This Agreement may be executed in counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first written above.

City of Saint John

By: _____

Name:

Title:

By: _____

Name:

Title:

Grand Bay - Westfield

By: _____

Name: Grace Losier

Title: Mayor

By: _____

Name: John Enns-Wind

Title: CAO

Hampton

By: _____

Name:

Title:

By: _____

Name:

Title:

Quispamsis

By: _____

Name: Gary Clark

Title: Mayor

By: _____

Name: Catherine Snow

Title: Town Clerk

Rothesay

By: _____

Name:

Title:

By: _____

Name:

Title:

**New Regional Economic Development Agency
for Greater Saint John**

By: _____

Name:

Title:

By: _____

Name:

Schedule A
Prospectus

Schedule 5.1

Municipal Funding

Core municipal funding:	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>
Saint John	\$1,700,000	\$1,700,000	\$1,900,000	\$1,900,000	\$1,900,000
Rothesay	\$148,000	\$192,000	\$250,000	\$266,000	\$283,000
Quispamsis	\$168,000	\$219,000	\$284,000	\$370,000	\$454,000
Grand Bay-Westfield	\$36,000	\$48,000	\$64,000	\$86,000	\$118,000
Hampton	\$31,000	\$41,000	\$56,000	\$74,000	\$102,000



Staff Report

to Council

Date: March 11, 2021

From: Cathy Snow, Town Clerk on Behalf of Nominating Committee

Subject:

Nominating Committee's Recommendations – Additional Appointments to Climate Change Committee

Background and Discussion:

As some of you are aware, there are currently three projects underway as part of the Town's Climate Change initiatives –

1. QUEST Smart Communities Benchmarking Report;(Scores the Town's Community Energy Plan, what has been completed, and what remains to be done);
2. ACAP Saint John's – Preparation of Quispamsis' Adaptation Plan; (to address risk management in response to climate change impacts); and ,
3. QUEST Sustainable Energy Community Acceleration Program, (will offer a range of services customized to the Town's needs including an economic impact assessment of the Community Energy plan)

The Town has been fortunate to participate in these projects at little cost to the municipality due to QUEST and ACAP being able to access government funding on our behalf. Projects like these compile and analyze a large amount of useful data and will be used to move forward the Town's Community Energy Plan and GHG target reductions. It is important to have staff with expertise and technical skillsets to assist in the implementation of these recommended actions.

The Nominating Committee therefore recommends the following staff members be added to the Climate Change Committee:

- Gary Losier, Director of Engineering & Works;
- Mark Morrison, Engineering Manager
- Steve Cross, Utility Supervisor, (or alternate from Utility Dept.)

Financial Implications:

N/A

Attachment(s):

N/A

Recommendation:

Council endorse the Nominating Committee's recommendation to appoint Gary Losier, Director of Engineering & Works, Mark Morrison, Engineering Manager, and Steve Cross, Utility Superintendent to the Climate Change Committee.



Staff Report

to Council

Date: March 5, 2021

From: W. Gary Losier, P.Eng Director of Engineering and Works

Subject:

Cedar Ridge Boulevard - Stormwater analysis Approval to Proceed to Part “C” – Tender Period

Background and Discussion:

As council will recall, the town has engaged the services of CBCL Ltd to conduct an analysis of the drainage catchment area in the upper Cedar Ridge Boulevard area. Residents were concerned that many of the lower lying properties were subject to periodic flooding, particularly during winter rain events.

CBCL has completed a review of the overall drainage basin including an examination of existing conditions and potential downstream impacts. They have also completed a series of open house meetings with area residents to solicit their observations and concerns. They have prepared design option for the towns.

The decision is to proceed with two phases of work which should address concerns. In both phases the catchment areas will be directed to storm sewers to reduce surface flow and potential impacts to foundation drains.

CBCL is recommending some form of “clear water Storm sewer” which is a separate pipe dedicated to drainage of the impacted properties and design to avoid external impact of surface runoff and flooding. They are also identifying remedial work that can be completed in the interim as council determines how and when to allocate the necessary budget.

We are now prepared to proceed to the tender period so we can release a tender this spring for summer construction. We had \$200,000 identified in the 2020 budget to address initial design and have an additional \$200,000 from the 2021 budget that will be added to the previous year’s budget.

As council will recall, the town proposed a three-part format for the RFP, Part A was Preliminary Design Costing and Phasing, Part B is Detailed design and Part C is Tender Period Services and Contract administration. Part A and B have been completed and we require council approval to proceed with Part C. Once tender bids are received we will be returning to council for award for construction.

Financial Implications:

At this time, the only financial consideration would be associated with the award of Part C of the Engineering services RFP. Any subsequent award of a tender for actual construction would be subject to council approval.

In their Proposal CBCL has identified the following costs: (HST not included)

Part A Preliminary Design Costing and Phasing	\$19,780 - Awarded
Part B Detailed design	\$10,950 – Awarded
Part C Tender Period Services and Contract administration	\$73,700- Seeking approval
Subtotal	\$104,430
HST	\$15,664.50
Final Total	\$120,094.50

It is proposed the cost for the Part C of the Cedar Ridge Drainage analysis be allocated from funds identified in the 2020 in the Local Drainage Capital Budget. The 2020 Capital budget has identified \$200,000 towards the initial phase of this project.

Attachment(s):

None

Recommendation:

Council authorize RFP #2019TQ07-20 Engineering Services –Cedar Ridge Boulevard Drainage Basin Analysis – Stormwater Review, which was awarded to CBCL proceed with Part C for an upset fee identified as \$73,700 (plus HST)



Staff Report

Date: March 11, 2021

From: Dana Purton Dickson, Director Community Services

Subject:

qplex Pool Heat Exchanger RFP No. 2021TQ02-8

Background and Discussion:

The Request for Proposal was advertised in accordance with our purchasing policy and opened on March 9, 2021. There were two (2) bids received.

The bids, exclude HST, and are as follows:

Select Mechanical Incorporated	\$ 99,266 + HST
Black & McDonald Limited	\$ 99,445 + HST

The project consists of the supply, delivery, and installation of an additional heat exchanger for the qplex pool. Both bids meet the requirements of the proposal documents.

Our consultant agreed last summer that the original estimate of work was appropriate. Most of our projects and purchasing have been impacted by COVID-19. We have seen increases in costs and significant delays in receiving supplies and equipment. This project is no exception. The pool water temperature has been an issue for the past 10 years. We have added to the current heat exchanger and purchased a cover for the deep end of the pool, yet our temperatures remain lower than we would like. This unit is almost 6 times larger than the current unit and has been specified to achieve a temperature range of 78-82 degrees Fahrenheit or 25 – 27 Celsius.

Financial Implications:

There is \$65,000 in the 2021 Capital Budget allocated for the supply and install of a new pool heat exchanger; \$5,100 has already been spent from this budget for the design. The additional funding required for the project could be allocated from the 2021-year end surplus and the general capital reserve fund if needed.

Attachment(s):

N/A

Recommendation:

To award the qplex Pool Heat Exchanger RFP 2021TQ02-8 to Select Mechanical Incorporated for the price of \$ 99,266 (excluding HST) with the additional funding coming from the 2021-year end surplus and the general capital reserve fund if needed.



CRIMINAL INTELLIGENCE SERVICE CANADA

PUBLIC REPORT ON ORGANIZED CRIME IN CANADA

2020



FOREWORD FROM THE DIRECTOR GENERAL, CRIMINAL INTELLIGENCE SERVICE CANADA

This past year has been one of great successes and significant challenges. In 2020, Criminal Intelligence Service Canada (CISC) celebrated its 50th anniversary, marking a half century of uniting Canada's criminal intelligence community and providing intelligence products and services to the law enforcement community and other stakeholders to reduce the harm caused by organized crime and to develop strategies that make Canadians safer. At the same time, the global community continues to experience the devastating effects of COVID-19, which has affected all sectors of the population, not only in regards to health, but also in regards to the economy and, consequently, to the organized crime environment. In the face of this pandemic, it has been rewarding to see Canadians pull together to prioritize health and safety during these trying times.

On behalf of CISC, I am pleased to present the *2020 Public Report on Organized Crime in Canada*. This strategic assessment provides an overview of the Canadian criminal landscape and the activities of the organized crime groups that operate within it. It combines federal, provincial, and municipal law enforcement reporting, open source reporting, and intelligence from other domestic and international government agencies to assess significant organized crime threats to Canada.

Serious and organized crime, which is increasingly comprised of internationally-connected networks of groups operating both independently and together to further collective criminal goals, remains a strong threat to Canada's public safety. These networks' criminal activities contribute to thousands of deaths annually from overdoses related to illicit drugs and violence that is affecting Canadian communities, cost billions of dollars to the domestic economy as a result of corruption, infiltration, fraud, and money laundering, and impact other Canadian sectors, including, among others, public confidence and security, health care, and the environment.

While most intelligence produced by CISC is shared only with law enforcement agencies, CISC is increasingly releasing information to the public in order to raise awareness about the nature and extent of organized crime threats in Canada. This national perspective helps ensure that law enforcement, government, and the general Canadian public have a consistent view of organized crime, and contributes to building and maintaining the partnerships that are instrumental to our ability to combat this threat.

CISC works collaboratively with its provincial bureaus and with many federal, provincial, and municipal law enforcement agencies. These partnerships allow for the exchange of vital information without which our ability to assess and ultimately disrupt organized crime threats would be compromised. I would like to express my sincere appreciation to our partners for their valued contributions to this report.

Chief Superintendent Rob Gilchrist
Director General
Criminal Intelligence Service Canada



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BACKGROUND

Criminal Intelligence Service Canada

Criminal Intelligence Service Canada (CISC) is an umbrella organization that unites Canada's law enforcement community. It consists of approximately 400 member agencies, including federal, provincial, and municipal police services, and supports the effort to reduce the harm caused by organized crime through the delivery of criminal intelligence products and services. It informs partners, government, and other stakeholders about criminal markets in Canada and assists law enforcement leaders in making decisions regarding organized crime enforcement priorities.

The organization is comprised of ten CISC Provincial Bureaus, which provide leadership and guidance in the creation of provincial intelligence products and services, and CISC Central Bureau, located in Ottawa, which assesses the national scope and direction of organized criminal activity in Canada. While each Bureau operates independently, each assesses organized crime through a common Integrated Threat Assessment (ITA) process, which ensures a consistent national approach to assessing organized crime and facilitates comparisons between provinces.

Integrated Threat Assessment Process

Central Bureau and each Provincial Bureau have adopted a common threat measurement tool and set of business rules for the ITA process that facilitates the scoring of the threat posed by the organized crime groups (OCGs) operating in their regions. Threat scoring is based on information and intelligence within the last two years ranked against eight ITA Threat Measurement Criteria. Although older information and intelligence can provide context to a group's capabilities, it is not used to assess the current threat level. The eight criteria focus on the following attributes: involvement in corruption or infiltration of law enforcement, security, or government agencies; use of violence; involvement in the private sector; geographical scope (criminal reach); associations to other OCGs; involvement in criminal enterprise (illicit drugs, financial crime, and other illicit goods and services); technological capability; and specialized skills.

Organized Crime Group Threat-Levels

The threat-level of each assessed OCG is determined by combining the weights for all eight criteria, conducting a comparative review of each group's ranking, and analyzing the threat they present. Each criterion is classified as High, Medium, or Low. OCGs that have been identified as higher-level threat groups are those that, as a general rule: use violence as an integral part of their strategy; are involved in the infiltration of law enforcement, security, or government agencies; have access to multiple types of business; are criminally associated to several other OCGs; and possess an interprovincial or international scope.

A group does not have to rate "high" in all criteria to be considered a national High-Level Threat (HLT). The final assessment is based on an analysis of all ITA attributes. Although provincial bureaus are required to use the same criteria and definitions to assess OCGs, they can weigh the individual criteria differently. This flexibility allows for regional, provincial, and national threat-level distinctions, based on the requirements of the bureau's clients. For instance, a group that may present an overall high provincial threat may pose a different level of threat at the national level, depending on the relative ranking of each criterion. The use of common threat criteria and definitions, however, allows for a consistent analysis of the information and intelligence gathered for each OCG.

Key Facilitator Assessment

Key Facilitators (KFs) are identified by applying a common ITA definition and assessing the role of potentially important players within key networks. This definition, which focuses on *a person responsible for coordinating the work of a criminal network, or who plays an important role within it, whose disruption may compromise the criminal activities of multiple groups in this network*, is intended to serve as a guide for the identification of potential KFs. It has been phrased in such a way as to account for regional and thematic differences, and also allows for the final determination to be subject to analytical judgement.

CISC Central Bureau Priorities

The Canadian criminal landscape is constantly evolving and shifting, presenting challenges to traditional policing responses. In setting its priorities, CISC identifies key considerations, including particularly how to effectively target organized crime and criminal facilitators to achieve the greatest impact, while acknowledging resource limitations and reallocations. Based on available data and analysis, while limited by intelligence gaps relating to impact, as well as on public expectations for visible policing and prioritization, CISC Central Bureau assesses organized crime priorities as follows:

Strategic-Level Priority	
Transnational Organized Crime Networks and Brokers	
<ul style="list-style-type: none"> ➤ More than 50 percent of Canadian OCGs operate across multiple domestic jurisdictions; 30 percent operate internationally ➤ Most contraband is either directly smuggled into Canada (e.g., cocaine, fentanyl, heroin, firearms, trafficked/smuggled persons, precursors to manufacture synthetic drugs, etc.), or involves organized crime either targeting Canadians from abroad (cyber criminals) or laundering international proceeds of crime 	
Operational-Level Priorities	
Opioids Networks – Fentanyl	Stimulants – Methamphetamine
<ul style="list-style-type: none"> ➤ \$6 billion CAD in annual costs (including healthcare, lost productivity, criminal justice, and other direct costs) * ➤ Approximately 4000 overdose deaths in 2019, with an expected increase of more than 50% by the end of 2020 ➤ 200+ OCGs identified (67 currently assessed) ➤ Large amounts produced in Canada; precursors easily obtainable from China 	<ul style="list-style-type: none"> ➤ Aggressive and violent response of users ➤ 300+ OCGs identified (164 currently assessed) ➤ Distribution networks expanding nationally ➤ Domestic production; imports increasingly from Mexico
Corruption	Money Laundering
<ul style="list-style-type: none"> ➤ Public feeling of apathy ➤ Insider threats ➤ Increase of contracting costs; risk of losing billions of dollars ➤ Minimal reporting on OCGs – significant gap 	<ul style="list-style-type: none"> ➤ Estimated \$45-\$113 billion CAD laundered in Canada each year ➤ Intersects with all predicate crimes ➤ 29 percent of OCGs assessed as involved ➤ 45+ Professional Money Launderers (PMLs) identified
Cocaine Networks	Excise Tax / Tax Revenue Loss: Contraband Tobacco and Cannabis
<ul style="list-style-type: none"> ➤ \$3 billion CAD in annual costs (including healthcare, lost productivity, criminal justice, and other direct costs) * ➤ 800+ OCGs identified (313 currently assessed) ➤ Involves most violent OCGs ➤ Connected to violent cartel-related groups 	<ul style="list-style-type: none"> ➤ 500+ OCGs identified (158 currently assessed) ➤ \$12+ billion CAD in annual costs (including healthcare, lost productivity, criminal justice, and other direct costs) * ➤ See “Commitments to Other Initiatives” below
Cyber-Enabled Crime	Firearms Violence
<ul style="list-style-type: none"> ➤ Nearly all OCGs use technology to enable criminal activities ➤ Includes mediums like hardened communications or dark web ➤ Fentanyl and meth groups heavily exploit this enabler 	<ul style="list-style-type: none"> ➤ Fewer than 200 OCG-related murders ➤ More than 1000 firearms-related offenses ➤ 73 percent of OCGs deemed violent ➤ High degree of public concern

* Source: “Canadian Substance Use Costs and Harms (2015–2017)” published in 2020 by the Canadian Centre on Substance Use and Addiction

Commitments to Other Initiatives
Illicit Cannabis
<ul style="list-style-type: none"> ➤ Despite the <i>Cannabis Act</i> (2018) and associated regulations, organized crime has maintained its presence in the personal and commercial cannabis markets in Canada. Most OCGs involved in the illicit cannabis market prior to the <i>Cannabis Act</i> have maintained their activities, with some also infiltrating the legal cannabis industry. ➤ Notably, some higher-level threats groups, including OMGs, remain heavily involved in the illicit cannabis market. ➤ OCGs continue to exploit the regulated market through the Personal Registration program, also known as the personal medical marijuana program, by operating government-sanctioned grows, exceeding personal volume limits, and diverting product to the illicit market. ➤ Organized crime is also involved in the legal commercial cannabis industry, as owners, employees, or board members, and through the use of nominees, investments, and unlicensed cannabis-related companies. Commercial and financial crimes are believed to be occurring within this industry, a trend that is expected to increase.

These priorities will continue to be addressed via various CISC reporting mechanisms, including through consultations with partners and working groups, resource reallocation, and enhanced support to various law enforcement initiatives.



COVID-19 and Changes to the Canadian Criminal Landscape

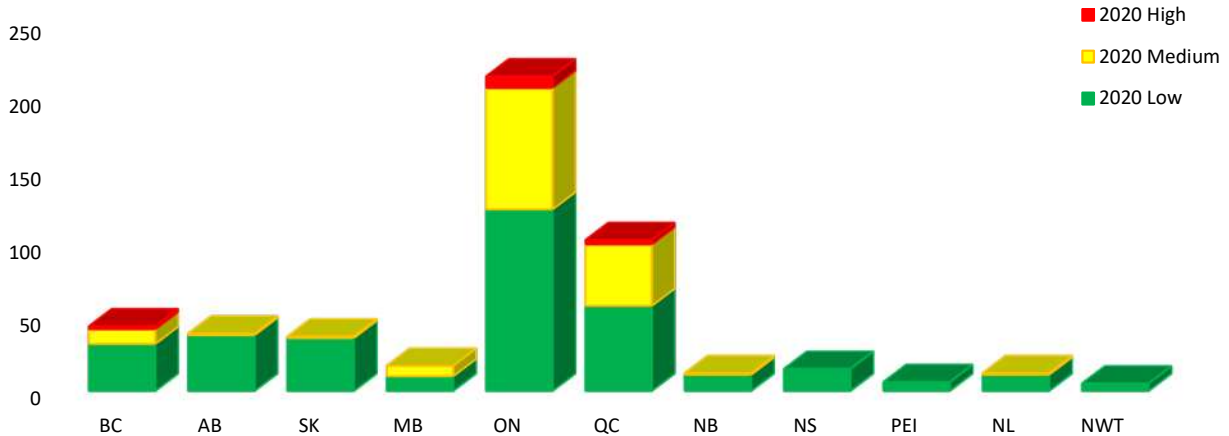
The COVID-19 pandemic has created ripples throughout the criminal marketplace, affecting the operations of different OCGs to varying degrees. Networks that rely on a fully-functioning national economy – such as those involved in money laundering through businesses deemed ‘non-essential’ – and on international movement – such as those involved in passenger travel, or importation routes – have been severely affected by pandemic-related restrictions. Others, whose methods were already well-suited to such imposed restrictions – including online criminal activity, or the exploitation of commercial transport – have continued to operate with little disruption. Regardless of the degree to which traditional methods have been affected, more resilient OCGs are adapting their operations, exploiting alternate venues, and diversifying their criminal involvement in order to continue to thrive. Some of the ways in which criminal networks have been affected by and are adapting to the COVID-19 pandemic are included in the network sections starting on page 9.

ORGANIZED CRIME GROUP OVERVIEW

Assessment of Organized Crime Group Threat-Levels

More than 2000 OCGs are believed to be operating in Canada. Of these, 506 have been assessed in 2020 as part of the ITA process. Limited recent reporting on the remaining identified OCGs prevents an in-depth assessment on their capabilities at this time. To bridge reporting gaps, the identification of all OCGs believed to be operating in Canada continues to be attributed in large part to enhanced sharing through national working groups and partner agency consultations. **Figure 1** illustrates the number of assessed groups, per province or territory, and by their threat-levels: high, medium, and low.

Figure 1 – Number of Assessed OCGs in 2020, by Province and Territory*, and by Threat-Level



* No OCGs based in Yukon or Nunavut were reported in 2020.

National High-Level Threat Groups and Key Facilitators

Fourteen national High-Level Threat (HLT) groups have been identified in 2020. Based in Ontario, British Columbia, and Quebec, they figure predominantly in CISC’s priority networks, with more than 70 percent (10 groups) involved in cocaine trafficking. Two thirds (9 groups) comprise members of mafia networks, and more than half (8 groups) are involved with outlaw motorcycle gang (OMGs). **Figure 2** highlights the number of HLTs involved in the national priorities identified for 2020. The majority of these OCGs are involved in multiple markets and networks, exploiting their connections, both domestic and international, to maximize their profits and extend their influence in the Canadian criminal landscape.

Figure 2 – Number of HLTs Involved in Identified Priorities

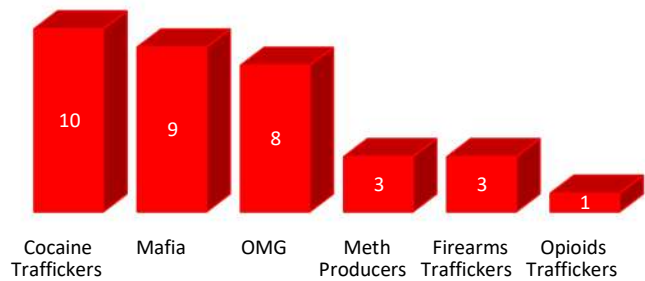
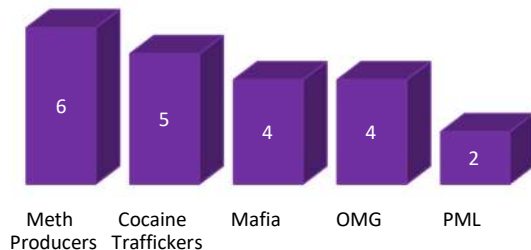


Figure 3 – Number of KFs Involved in Identified Priorities



In addition, 10 Key Facilitators (KFs) have been assessed in 2020. As highlighted in **Figure 3**, six are key brokers involved in the methamphetamine market, either as precursor chemical diverters or importers, five are key brokers involved in cocaine importation, and four each are involved in mafia and OMG networks. Of note, the majority of those KFs identified as key cocaine brokers are also involved in mafia and OMG networks, as these two latter subsets are heavily involved in cocaine

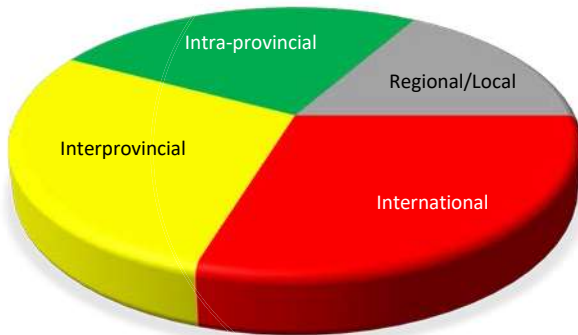


importation. For the first time in 2020, two professional money launderers (PMLs) have been identified as KFs, playing a key role providing money laundering services for the operations of multiple criminal networks.

Geographical Scope and International Links

Figure 4 provides a graphical representation of the scope of assessed OCGs, based on the ITA criterion. Reporting on the geographical scope of OCGs assists in assessing the depth and breadth of their criminal networks, and the threat they may pose to Canada and its international partners. The ITA criterion dealing with scope is broken down into international, interprovincial (i.e., two or more provinces), intra-provincial, and regional / local.

Figure 4 – Proportional Scope of Assessed OCGs in 2020



It should be noted that the ITA criteria preclude the identification of groups that have multiple scopes, in favour of identifying the highest scope threat. For example, whereas 28 percent of OCGs are assessed as having a medium scope threat (i.e. interprovincial), there are actually 44 percent of OCGs reported to have an interprovincial reach. The remaining 16 percent have both an interprovincial and an international scope, and are therefore assessed as having a high scope threat. Whereas international connections are an important indicator of a group's potential threat to Canada, notably with respect to contraband importation, and its international partners; interprovincial links are important in assessing a group's domestic reach and its interoperability in collaborating with OCGs in other areas of the country.

More than half of assessed OCGs have an interprovincial or international scope, with links to 77 other countries. **Figure 5** provides an overview of the countries to which Canadian-based OCGs are linked. While travel to countries considered source or transit countries for certain illicit commodities could have been for non-criminal purposes, such as social activities and events, they have been included in the statistical analysis, as the determining motive remains unknown.

Figure 5 – Countries (in blue) with Reported Links to Canadian OCGs



Of the OCGs with international connections, approximately 24 percent are linked to three or more countries, which may demonstrate their ability to establish broad international networks. The top four countries to which the most Canadian-based OCGs are linked remain the United States, Mexico, Colombia, and China. Additionally, of those OCGs linked to the United States, approximately 15 percent also have connections to Mexico. Both of these countries are transit countries for illicit drugs being shipped from South America.

IMPACT OF ORGANIZED CRIME IN CANADA

In addition to assessing the threat of organized crime in Canada, CISC has undertaken an initial assessment into its impact, with the aim to focus in on various sectors of the Canadian landscape. In 2020, this assessment entails the impact of Canadian OCGs in relation to three priority issues: the infiltration of the Canadian public sector, the infiltration of the private sector, and the use of violence.

Threat – the intention and capability of an OCG to cause damage to the legitimate Canadian marketplace, as measured through the eight ITA Threat Measurement Criteria.

Impact – the effect of an OCG’s criminal acts; consideration of the harm to the legitimate marketplace and to Canada’s infrastructure.

Infiltration of the Public Sector

Public sector infiltration adds substantially to the costs of public goods and services, leads to misallocation of public resources, weakens policy making and implementation, and destroys public confidence in the government and law enforcement. It can take many forms, including bribery, embezzlement, money laundering, interfering with investigations and fixing trials to avoid convictions, and hiding links between the government, the justice system, and organized crime. Organized crime infiltration in law enforcement, including correctional services and border services, can help facilitate illegal activities such as smuggling drugs, firearms, and contraband, and poses a high risk to maintaining a lawful and democratic society.

The consequences for taxpayers are plain, although it is difficult to quantify a dollar figure for each type of corruption. One example, as noted by *Commission of Inquiry on the Awarding and Management of Public Contracts in the Construction Industry* (Charbonneau Commission), was an increase of approximately 30 percent in costs resulting from corruption and infiltration of organized crime in the construction industry in Quebec. As of March 2019, the Government of Canada reports a budget of \$22 billion CAD in goods and services to help deliver programs and services. Although these funds may be susceptible to OCG infiltration, should contracts be awarded to companies to which they are linked, recent federal contracting does not appear to be at high risk of organized crime infiltration. Protocols for information sharing between departments and agencies, and mechanisms and rules for procurement and contracting to prevent corruption and collusion, have been put in place by the federal government, as well as by some provincial and municipal governments.

There are many OCGs whose members may be involved in various areas of the public sector as employees, associates of employees, relatives, or simply seeking financial compensation. Familial connections, romantic relationships, and monetary benefits (e.g., bribery) appear to be the principal factors motivating corruption and infiltration in the public sector. OCGs have ties within several major municipal governments, through associates or personal relationships.

Insider threats by individuals with access to sensitive materials may perform acts of corruption for financial or other benefits (e.g., promotions, romantic, etc.), or even involuntarily, sometimes being unaware. These cases are very hard to predict or account for and can occur at all levels of authority, posing a threat for the integrity of Canada’s institutions. For example, in 2018, a former civilian employee of a municipal law enforcement agency was found guilty of breach of trust charges for accessing and selling confidential information about ongoing criminal investigations. In another example, in September 2019, a civilian Royal Canadian Mounted Police official was charged under the *Secrets Act* and the *Security of Information Act*.

While corruption aids criminal activity, it disables economic growth and healthy competition in the private sector. Corruption is increasingly connected to organized crime, drug trafficking, firearms, and human trafficking. As financial crime continues to evolve, public sector infiltration may become more prominent in the financial sector. The current period of the pandemic, coupled with loss of income and economic recession, may potentially be a facilitating environment for corruption and organized crime infiltration into the public sector, as there is a demonstrated direct correlation between corruption and/or public sector infiltration by organized crime and economic development: corruption increases as economic development decreases.



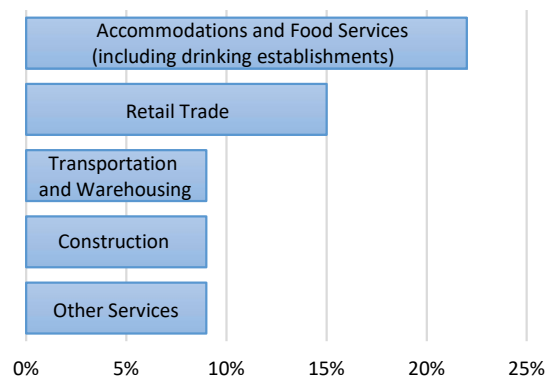
Infiltration of the Private Sector

Private sector businesses are being exploited by OCGs to launder their proceeds of crime. While it is challenging to accurately estimate how much money is laundered in Canada due to the commingling of illicit and legitimate funds, the extent of money laundering in Canada is estimated to be between \$45 billion and \$113 billion CAD¹. Businesses, as facilitators, can be used by OCGs to evade taxes, launder proceeds of crime, and assist cyber-enabled crimes. They can also be used to enable the traffic of illicit commodities and contraband, and can be involved in loss and theft of cargo, goods, and assets, as well as fraud.

Analysis of 1725 businesses collected by CISC over a three-year period (2018-2020) reveals that the Accommodations and Food Services, Retail Trade, Transportation and Warehousing, Construction, and Other Services (not Public Administration) represent a combined 64 percent of the businesses linked to OCGs in Canada (see **Figure 6**). The types of associations include being owners or employees, or frequenting these establishments to conduct illicit business.

Since small and medium-sized businesses in the services-producing sector contributed more than 55 percent of Canada's gross domestic product (2011-2015), it is not surprising that hotel, restaurant, and drinking establishments have the most links, with just over 20 percent of OCG associations. The majority of the transactions in this industry are typically in smaller and cash denominations, making it attractive to OCGs, especially those involved in the mafia and OMG landscapes.

Figure 6 – Top Five Business Sectors with Links to OCGs



As of 2019, Canadian Industry Statistics reported the number of registered food and drinking places in Canada at 95,656, with an annual average revenue of \$674,200 CAD (2018). There were 231,696 businesses in the retail trade, with an annual average revenue of \$668,400 CAD, and construction had 380,060 businesses, with an annual average revenue of \$438,400 CAD. Combining the number of businesses with the average revenue per year reveals that these three industries alone represent almost \$385 billion CAD per year of reported sales and transactions, a lucrative financial stream that is potentially available for organized crime to exploit.

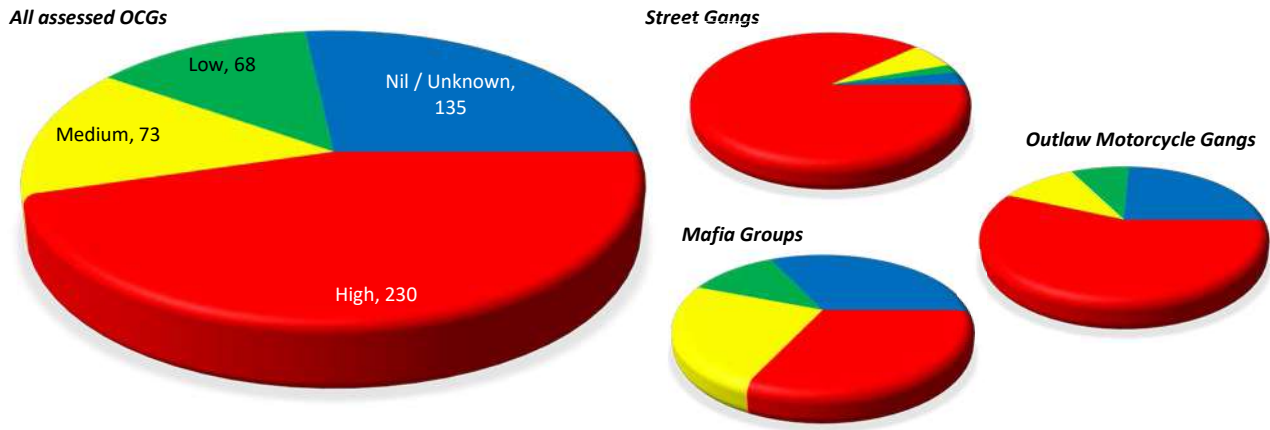
Violence

Seventy-three percent of the assessed OCGs in 2020 are believed to be involved in violent activities, ranging from assaults and extortion, to shootings and homicides. The actual proportion is believed to be higher, as reporting on the activities of approximately 22 percent of assessed OCGs is insufficient to determine their capabilities for violence. Only five percent of groups have no reported involvement in violence. Please refer to **Figure 7** on the next page.

Almost all of the street gangs assessed (97 percent) are involved in some degree of violence, with 88 percent ranked 'high'. This proportion is significantly higher than for the general OCG population and for other subsets of OCGs (e.g., OMGs and mafia groups), suggesting that street gangs are more likely to be involved in overt violent activities that present a higher risk to public safety, such as shootings and homicides, than other subsets of OCGs, either by their own initiative or as intermediaries for higher-level groups. OMGs and mafia groups may rank lower in violence due to strategic use of other groups, such as street gangs, to carry out violent acts on their behalf; there have been several incidents within Ontario and Quebec where mafia or OMG members are believed to have contracted street gang members to carry out homicides, assaults, and arsons on their behalf.

¹ The United Nations Office of Drugs and Crime estimates the amount of money laundered globally as being between two and five percent of the global gross domestic product (GDP). When using this formula with current Canadian statistics, the extent of money laundering in Canada is estimated between \$45 billion and \$113 billion CAD.

Figure 7 – OCG Threat Rankings Relating to Violence in 2020, with Subsets for Street Gangs, OMGs, and Mafia Groups



Partner agency information on 233 homicides and 575 shootings across Canada in 2019 was provided to CISC in order to allow for the comparison of the number of organized crime-related and non-organized crime-related occurrences involving the most severe forms of violence. Although this does not capture every shooting and homicide, it represents occurrences across several regions in Canada, including major city hubs and rural areas. Of these, a relatively small number of homicides (30, or 13 percent) and shootings (111, or 19 percent) were actually linked to organized crime. However, the initial identification and labelling of organized crime involvement in violent crimes, in particular homicides and shootings, is a significant intelligence gap across the country, as preliminary reporting on the matter may be constrained by competing priorities and limited available resources. The completion and review of Statistics Canada’s annual Homicide Survey further assist in detailing homicides from the previous year that are believed to be linked to organized crime.

Notwithstanding physical distancing restrictions imposed by the COVID-19 pandemic, which may have decreased the opportunity for spontaneous violent incidents, multiple suspected gang-related shootings in the Greater Toronto Area have still occurred, possibly influenced by ongoing personal or territorial feuds maintained via online media. Street gangs continue to pose the greatest risk to public safety due to involvement in overt street-level activity and violence. An increase in gang-related shootings is likely to resume as pandemic-related restrictions across the country are eased, allowing for more crimes of opportunity during larger-scale social settings. In fact, following the first wave and the easing of restrictions in the summer of 2020, shootings have become frequent in the Greater Montreal Area and have not decreased during the second wave. This increase may also be attributed to unresolved social media feuds and call-outs that occurred during these restrictions. Moreover, as interprovincial travel restrictions ease, there is likely to be a resumption of violence with an interprovincial element, whereby gangs travel from one region to another to commit violent crimes, as has been noted by OCGs in Ontario and Quebec.



PRIORITY NETWORKS AND KEY CRIMINAL ACTORS

Professional Money Launderers in Canada

OCGs use money laundering to disguise the origins of their proceeds of crime and increase their ability to use and maintain their wealth. Many OCGs are able to launder their own illicit gains, and even groups that generate significant profit, such as HLTs with multiple criminal activities and revenue streams, can ‘self-launder’ their criminal proceeds effectively. Regardless of established self-laundering mechanisms, groups that wish to diversify, or that desire extra support to facilitate large-scale money laundering may use the services of professional money launderers (PMLs). PMLs occupy positions across a range of sectors, with some holding accreditation in trusted professions such as law, accounting, or other financial positions with unique access to networks and information.

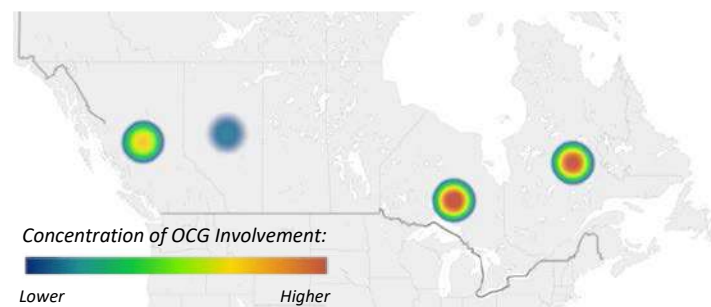
PMLs are individuals who receive a profit or benefit from facilitating money laundering for others, and have specialized skills, knowledge, and contacts that allow them to move illicit funds into the legitimate economy.

The services of PMLs appeal to OCGs because of their capacity to process large volume transactions, their insulation from predicate offences (and law enforcement attention), and their international connections to businesses and other money laundering networks. PMLs use the same methodologies as OCGs that self-launder, albeit on a larger scale. Use of private sector businesses, movement of funds through shell companies, purchases of real estate, gaming (both through illicit establishments and through the abuse of legitimate gaming), cryptocurrency, bulk cash smuggling, and trade-based money laundering are examples of schemes to obscure fund origins. Through their facilitation of the international movement of proceeds of crime, PMLs are a key component in the repatriation of funds to drug source countries and transnational OCGs.

PMLs and their networks pose a significant threat to Canada’s financial system. They can process larger volumes through more complicated streams, while remaining separate from the crimes that generate the profit. Their activities compromise or make complicit otherwise legitimate financial streams (e.g., import/export companies and trade, money services businesses, and gaming), diminishing the reputation of Canada’s institutions. Many PMLs capitalize on international relationships (both business and individual) that are unavailable to their OCG clients. These relationships allow them to diversify the channels through which illicit funds may pass, reducing the risk of detection and seizure. They and their networks can survive law enforcement efforts against their clients, as they are rarely involved in the illegal activities that generate the proceeds of crime, and proving their knowledge of the illegal origin of funds is difficult. The disruption of their activities and networks would require coordinated and focused intelligence and operations related to the laundering activities themselves; addressing the financial elements directly impacts PMLs more than targeting their clients and the associated predicate offences. Dismantling a PML’s operations can effectively disrupt numerous OCGs at the same time.

Only 29 percent of OCGs are reported to be involved in money laundering in 2020, but the actual proportion is likely much higher, as disguising the origins of illicit funds through money laundering is an essential element of increasing criminals’ usable wealth. The highest threats are estimated to launder hundreds of millions of dollars CAD per year. **Figure 8** provides an overview of these higher-threat OCGs’ bases of operation, by province.

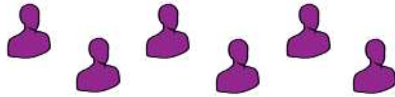
Figure 8 – Geographical Distribution of Reported PMLs in Canada, by Province



Higher-Level PMLs

Of the PMLs identified in Canada, six are assessed as higher-level threats based on the volumes they are able to launder, the multi-jurisdictional and international nature of their techniques, and their operating characteristics. **Figure 9** on the next page provides an anonymized overview of their methods and approximate volumes of operations.

Figure 9 – Overview of Higher-Level PML Operations



Six PMLs are assessed as higher-level threats in 2020, working largely independently from one another, in Western and Central Canada. They provide services for transnational crime groups and domestic clients from coast-to-coast.

Launder internationally via:

- ✓ Caribbean
- ✓ East Asia
- ✓ Europe
- ✓ Latin America
- ✓ Middle East
- ✓ United States

Operating Characteristics:

- ✓ Bulk cash smuggling
- ✓ Abuse of legitimate gaming
- ✓ Informal Value Transfer Systems
- ✓ Cryptocurrency
- ✓ Private sector businesses
- ✓ Real estate
- ✓ Underground Banking
- ✓ Use of money services businesses

Laundering Estimates:

- ✓ Varies among assessed PMLs
- ✓ \$10s of millions CAD per year to \$100s of millions CAD per year

Impact of COVID-19 on PML Operations

The COVID-19-related closure of non-essential businesses across Canada reduced money laundering activities through service-focused establishments, such as bars and restaurants. PMLs who use informal value transfer systems, trade-based money laundering, cryptocurrency, and other typologies that are not directly related to the service industry were likely less affected by these shutdowns, and demand for their services is anticipated to grow as OCGs seek to launder large volumes of illicit funds that have been stockpiled during the pandemic.

The temporary closure of Canadian casinos has had a significant impact on PMLs who facilitate moving proceeds of crime through legitimate gambling. PMLs with diverse laundering streams likely continued to use methods such as trade-based money laundering, private sector businesses, or cryptocurrency while their abuse of legitimate gambling was paused. Ongoing intermittent closures and service reductions in casinos across Canada to minimize the spread of COVID-19 are anticipated to continue as long as the pandemic remains an issue. Many casinos have reopened with reduced gaming availability, offering slot gaming only. Lack of table gaming will likely disrupt money laundering activities, since gambling large volumes through slot machines is inefficient and is likely to draw more scrutiny from casino staff. As casinos re-open across Canada, the activities of PMLs may also become more evident, as new social distancing measures result in fewer patrons in attendance. In addition, the industry’s recent exploration of cashless buy-in methods to streamline gaming is likely to hinder the abuse of casinos by criminals, if such measures are implemented.

Methamphetamine Networks and Precursor Chemical Brokers

Methamphetamine continues to be one of the most significant national-level criminal market threats to communities across Canada, with OCGs supplying substantial quantities to the Canadian market through domestic manufacturing and international importation, as well as exporting to international markets.

Domestic methamphetamine production is characterized by OCGs operating clandestine labs, supplied by brokers and facilitators capable of sourcing and diverting hundreds of kilograms of unregulated chemicals and precursors. Currently, the most significant methamphetamine network in Canada is estimated to encompass two-thirds of all OCGs and individuals reported to be involved in the precursors/chemicals and manufacturing markets, and includes members of a national HLT group. It includes a distribution network spanning from British Columbia to Nova Scotia and is highlighted by KFs and chemical brokers who are suspected of diverting precursors and chemicals to manufacturers in British Columbia, Ontario, and Quebec.

Mexico has become a key source of imported methamphetamine in Canada, with Mexican drug trafficking organizations producing increasingly significant quantities, driving down wholesale prices, and flooding international markets. Since 2019, hundreds of kilograms of Mexican methamphetamine have been directed at Canada, mostly through commercial truck transportation (via the United States) and through maritime shipments. Oftentimes, international transactions are reciprocal, whereby Canadian groups exchange, for example, ecstasy (to the United States) for hundreds of kilograms of methamphetamine, heroin, and cocaine. Sizeable seizures are likely indicative of OCGs coming together to work collaboratively on imports, partnering to leverage reduced wholesale purchase prices of large drug loads, as well as save on brokerage and transportation fees.

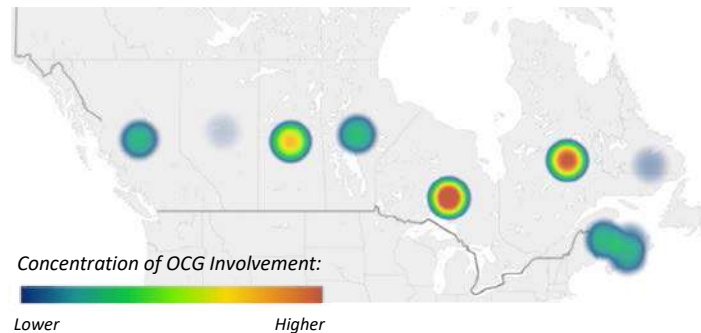


Domestic chemical brokers facilitate an essential component of the illicit drug supply chain by acquiring and supplying the necessary materials essential to methamphetamine manufacturing in Canada. They use valid precursor licenses to purchase precursors and chemicals from domestic and international suppliers, including source production countries such as China, India, and the United States. Materials, typically concealed among legitimate goods or falsely declared as other substances, are also smuggled into Canada using import licenses attached to private sector businesses.

British Columbia remains a hub for the importation and domestically sourced diversion of precursors and chemicals, as it is a primary entry point for shipments from China, and is home to major diverters of domestically-sourced ephedrine obtained from Canadian chemical wholesalers. Precursors diverted from British Columbia have been found at large-scale labs throughout the province, as well as in Ontario. Ontario, with its large chemical industry, is conveniently located for the many manufacturers based in Ontario and Quebec, and illegally imported precursors are also suspected to arrive in the province by rail from British Columbia. Whereas the majority of methamphetamine producers in Canada use ephedrine as a precursor, Quebec producers use phenyl-2-propanone (P2P). Manufacturing groups in this province appear to work independently and are believed to have their own sources of precursor suppliers.

In 2020, 164 groups are reported as being active in the methamphetamine market, with 13 OCGs involved in manufacturing, based primarily in Ontario, which has a large chemical industry. **Figure 10** provides an overview of the provincial bases of OCGs involved in methamphetamine trafficking.

Figure 10 – Geographical Distribution of Reported OCGs Dealing in Meth, by Province



Higher-Level Chemical Brokers Supplying the Methamphetamine Market

Four chemical brokers are deemed to be key players in the domestic manufacture of methamphetamine. They are all involved in inter-provincial diversion and have criminal associations to OCGs with a history of production. **Figure 11** provides an anonymized overview of the methamphetamine chemical brokers suspected to be diverting products inter-provincially to Quebec, British Columbia, and Ontario, and are likely posing the greatest threat nationally.

Figure 11 – Overview of Key Methamphetamine Chemical Brokers



Operating in Western and Central Canada; diverter of chemicals to the illicit market through private sector businesses; volume estimates of 1000+ kg precursors



Operating across Canada, with links to East Asia; coordinates shipments through import businesses using nominees; volume estimates at the tonne level



Operating across Canada; diverts via purchases made through chemical companies; volume estimates at the tonne level



Operating in Western and Central Canada, with links to East Asia; diverts via purchases made through chemical companies

Impact of COVID-19 on Methamphetamine Network Operations

OCGs involved in methamphetamine trafficking have business models that are well-suited to adapt to disruptions arising from the pandemic. In the event of shortages or longer-term disruptions of Mexican methamphetamine imports into Canada, Canadian manufacturing groups are well placed to satisfy demand and maintain supply to the Canadian market, likely at inflated prices. These groups are able to source supplies for production from within the country, as non-regulated chemicals and precursors continue to be widely available for purchase.

Manufacturing groups continue to operate, as evidenced by several labs having recently been dismantled in British Columbia and Ontario. An increasing number of OCGs is reportedly moving away from trafficking cocaine in favour of methamphetamine, as cocaine is becoming increasingly difficult to obtain. Notwithstanding regional disparities, this trend suggests there has been little impact to domestic supply availability of methamphetamine.

Importers, who typically conceal their illicit products in commercial land transport and marine shipments, have also experienced little impact as these modes have not been disrupted by border closures. Reported increases in the wholesale pricing of methamphetamine are likely a result of OCGs exploiting the ongoing crisis or concerned over a perceived heightened risk of interdiction due to reduced border traffic. Though there may be a higher demand for methamphetamine, availability to the consumer will also depend on the willingness of OCGs to pay significantly higher prices to suppliers, which have nearly doubled since the pandemic.

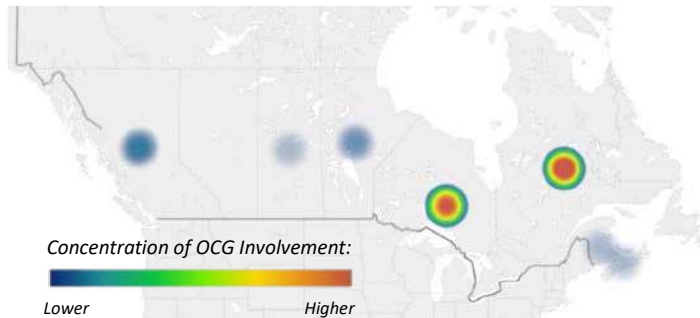
Cocaine Networks and Independent Brokers

Cocaine remains one of the most profitable and stable illicit drug markets in Canada, despite successful law enforcement targeting and disruptions. Given the domestic market's reliance on imports from source cocaine countries (e.g., Bolivia, Colombia, and Peru), CISC has traditionally focused its assessments on OCGs involved in cocaine importation, addressing potential vulnerabilities through which law enforcement may be able to target their operations and disrupt the supply of cocaine to Canada. However, notwithstanding successful targeting of key groups and individuals, and the seizure of wholesale amounts of cocaine, the longer-term strategic impact on the Canadian cocaine market has been limited.

In 2020, CISC has shifted its focus from the well-entrenched and extensively-reported OCGs that have customarily been assessed, toward the identification of key cocaine brokers. Brokers operate as intermediaries between suppliers and importers, working independently or through affiliations to OCGs. Although historically less targeted, they may represent alternate high-value targets, as they arrange shipments for multiple networks that have not traditionally garnered as much attention as entrenched OCGs, and may prove more susceptible to enforcement actions.

Higher-threat entrenched OCGs are likely using more than one cocaine broker to establish multiple supply lines in order to mitigate disruption to their operations, thereby increasing their resilience to law enforcement measures. In 2020, 313 assessed OCGs are involved in some aspect of cocaine trafficking, with 71 groups involved in importation. **Figure 12** provides an overview of the provincial bases of these OCGs.

Figure 12 – Geographical Distribution of Reported OCGs Importing Cocaine, by Province



Collaboration between Canadian OCGs and Mexican cartels and/or Colombian drug trafficking organizations continues to occur, often in source or transit countries. Prior to pandemic-related travel restrictions, several OCG members were reported to travel to Colombia, Dominican Republic, and Mexico to meet with drug suppliers. Mexican nationals with links to cartels have also resumed travel to and/or are establishing residence in Canada, likely to play a more direct role in cocaine importations, as was the case before the imposition of visas in 2009 (which were subsequently eliminated in 2016).

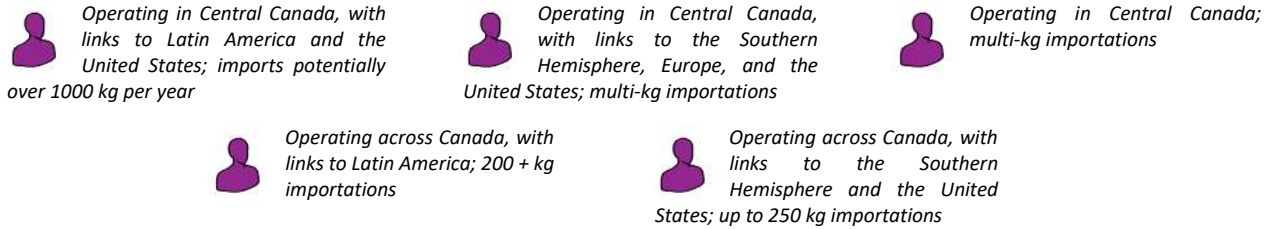
Canada is also likely being used to transit cocaine shipments to more profitable markets in Europe and Australia, in part due to its international reputation as a low-risk country. There may also be the perception by Mexican cartels and Colombian drug trafficking organizations that Canada's money laundering laws and drug enforcement are not as stringent as in other jurisdictions.

Higher-Level Cocaine Brokers

CISC has reviewed and evaluated more than 120 individuals believed to be involved in some aspect of cocaine importation in 2019-2020. Of these, five individuals are assessed as higher-level threats, leveraging extensive criminal distribution networks. An anonymized overview of their operations is included in **Figure 13** on the next page.



Figure 13 – Overview of Key Cocaine Brokers



Impact of COVID-19 on Cocaine Network Operations

Pandemic-related border and travel restrictions have resulted in a price increase of cocaine at the kilogram level across the country. Measures to restrict the global transmission of COVID-19 have disrupted the activities of many Canadian cocaine brokers, as transactions, which are typically negotiated in source or transit countries, have been impacted by the virtual shuttering of non-essential international travel. Border and travel restrictions have also disrupted the ability of those OCGs that typically use passengers as human couriers for importations. Transport trucks, however, which are often used to import cocaine into Canada, are permitted to cross the border, which may result in OCGs seeking to exploit more businesses in the land transportation industry to acquire their supply.

Outlaw Motorcycle Gangs

One prominent OMG has been in Canada for over 40 years, and its criminal networks extend from coast to coast. In 2020, it represents one of the most connected OCG network in the country. Associations to local / regional and interprovincial drug traffickers, mafia group members, OCGs specializing in cocaine importation and in synthetic drug production, and street gangs, provides this network and its cells with multiple supply chains, reaching every province and territory.

Support clubs are an important element of this OMG's networks, whose members use them to commit acts of violence and intimidation, traffic drugs, and collect taxes on their behalf. They also serve as a form of recruitment, whereby members can demonstrate loyalty and service to the OMG, and some members also provide specific skillsets and resources, such as facilitating cocaine importation and having access to transport trucks that can be used to move contraband. Although individual support clubs may not pose a national high-level threat, their local, regional, and sometimes interprovincial links make them important OMG enablers.

These networks' support clubs are found throughout Canada, located primarily in Quebec, Ontario, British Columbia, and Alberta. There are more than 150 reported to be active in 2020, several of which are associated to national HLTs. This number includes approximately 100 distinct clubs, some of which have multiple chapters.

Support clubs that are not engaged in criminal activity still support members indirectly by participating in fundraising and in regional coalitions / federations of clubs, which commingle OMG and legitimate motorcycle enthusiasts, thereby reinforcing this OMG's hierarchy, structure, and control of geographical territories. Additionally, it uses the support clubs both to intimidate rivals and the public through sheer numbers, as well as to soften their image through visibly spending time with female riding clubs and veterans' clubs.

Internationally, this OMG's network continues to expand, having increased by 14 percent since the Fall of 2016, with chapters in Europe, the Americas, Asia, Africa, and Oceania. While it continues to grow on continents that already have many chapters (e.g., Europe and North America), expansion has also been noted in South East Asia and Latin America.

Impact of COVID-19 on OMG Network Operations

Pandemic-related restrictions have affected a large number of OMG networks across the country to varying degrees. While some operations are affected by the disruption of passenger flights, others have access to marine ports and land transport companies that enable continued importation and interprovincial movement of goods. Members engaged in

financial crimes are adapting their methods, shifting business models to adapt to the constraints and opportunities of the pandemic.

Travel restrictions and limitations on gatherings have led many OMG members in Canada and around the world to postpone events, which limits in-person networking opportunities, although one-on-one conversations can easily be replaced with audio- and video-conferencing, as well as encrypted communications. Moreover, as the number of COVID-19 cases in Canada decreases and regions begin to lift restrictions and re-open the economy, rides and other gatherings will resume accordingly, with events concentrated in areas with the most relaxed rules. Non-essential international travel is also expected to resume, though initially at a much lower rate than before the pandemic.

Mafia-Structured Networks

The mafia network in Canada encompasses 25 groups that, collectively, are linked to 11 percent of assessed OCGs in 2020. Mainly based in the Greater Hamilton (ON), Toronto (ON), and Montreal (QC) areas, its domestic scope extends beyond the groups' bases into other regions of Quebec and Ontario, as well as into British Columbia, Alberta, New Brunswick, and Nova Scotia. International criminal connections extend into the United States and Mexico, as well as into countries in Europe, Asia, the Caribbean, and Central and South America (see **Figure 14**).

Mafia groups operate sophisticated criminal enterprises by infiltrating the public sector through corruption and collusion, and exploiting the private sector through ownership, investment, and employment in companies that are used to further their criminal activities. They manage drug importation networks that fuel violent conflicts between OCGs operating at the distribution level, and maintain a stronghold over OCGs committing criminal acts in their name, despite mafia members rarely being involved in public displays of violence. As a result, high-ranking mafia figures pose a challenge to law enforcement as they remain insulated from criminality, maintaining the perception of legitimacy, and often holding high standings in their communities. Redundancies are built into the mafia networks' criminal enterprises that allow them to evolve, expand, and evade law enforcement actions. They rely heavily on familial succession; if a group leader is arrested or dies, a trusted relative may take over, making disruption very challenging.

Mafia groups are heavily embedded in the private sector; almost 300 businesses have been identified as being owned or operated by the mafia network, one-quarter of which are in the food and beverage services sector. These enterprises lend members a legitimate façade while allowing for large amounts of money laundering to be conducted, as well as providing a central location for conducting meetings and distributing illicit goods.

Violence

Mafia groups are the most violent OCGs in Eastern Canada, using strategic violence against rivals to enhance and protect market shares. Violence may abate to some degree as control of profitable enterprises – such as multi-million dollar illegal online sportsbooks – is consolidated. High-level mafia figures continue to remain insulated from acts of violence, often using street gang members to commit acts of intimidation, extortion, arson, and murder. Homicide contracts often pass through several individuals before they are executed, and those who commit the acts are not bound by geographical region, as Montreal-based street gang members are known to commit violence in the Greater Toronto Area and in the Hamilton area, and vice versa.

Much of the violence occurring in the Ontario network has resulted from a longstanding conflict over control of criminal market shares. This violence has resulted in multiple deaths, and has also led to other violent events, including non-fatal shootings and home invasions.

Figure 14 – International Scope of Mafia Networks in Canada





The Quebec network is experiencing a period of relative stability. Recent crimes directed at associates of the Quebec mafia network have likely been the result of non-payment of debts, including several arsons of businesses linked to mafia, kidnapping, and a non-fatal shooting.

Impact of COVID-19 on Mafia Network Operations

Many mafia members have ignored physical distancing rules since they were implemented earlier this year, continuing to meet in excess of allowed gathering limits. They are likely to do so again if restrictions are reinstated during a potential second wave of COVID-19.

The pandemic has and will continue to impact mafia groups' enterprises in several ways, including through their involvement in cocaine importation. However, many of these groups likely benefit from their ownership or involvement in transport and import/export industries to continue to operate their illicit trafficking activities in the face of travel and border restrictions. Moreover, as interprovincial travel is still restricted between the Atlantic provinces and Quebec as of December 2020, access to vehicles in essential industries, such as waste management, construction, and other services, will also allow for the circumvention of these regulations.

Mafia networks have likely lost revenue as a result of the pandemic, and groups may capitalize on the economic downturn through loan sharking and extortion of business owners that are facing bankruptcy. Debt collection has likely also increased; several businesses linked to mafia groups in Quebec have recently been targeted by arson. They may also increasingly become involved in non-traditional criminal markets for in-demand products, such as the establishment of companies involved in the production of disinfectants or personal protective equipment, that could be exploited for money laundering purposes.

CONCLUSION

CISC recognizes that organized crime remains a significant threat to public safety. As organized crime methods and operations evolve, so too must the law enforcement community's response. CISC continues to assess the Canadian organized crime landscape to identify and assess priority networks and markets in order to inform senior law enforcement decision making. It continuously enhances and refines its ITA process and business practices to ensure that its operational law enforcement partners are provided with the timeliest and most accurate intelligence possible, in order to allow them to plan for coordinated and successful targeting of organized crime networks, groups, and their key enablers, and to reduce the harm to Canadians.

In parallel, through the sharing of pertinent information via assessments like this *Public Report on Organized Crime*, CISC strives to keep the public aware of the strategic level of organized crime threats. Public awareness, crime prevention, and the reporting of suspicious criminal activities to the police are important elements in combatting organized crime.



**QUISPAMISIS PLANNING ADVISORY COMMITTEE
MEETING MINUTES – February 23, 2021**

Present: Darin Lamont Marc Gosselin
 Brenda Fowlie Kendall Mason
 Brent Preston Chrissy Scott, Planning Technologist
 Darren Bishop Jennifer Jarvis, Planning Technologist
 John Groden Violet Brown, PAC Secretary
 S. Dwight Colbourne, Municipal Planning Officer

1. Call to Order

Darin Lamont called the virtual meeting to order at 7:00 p.m.

2. Approval of Agenda

Moved By Marc Gosselin

Seconded By Darren Bishop

That the Agenda be approved as written.

Motion Carried

3. Disclosures of Interest

No disclosures were declared.

4. Approval of Previous Minutes

Moved By Brent Preston

Seconded By Kendall Mason

That the minutes of the previous PAC meeting be received and filed.

Motion Carried

5. Business Arising from Minutes - Notice of Decisions

Moved By Brenda Fowlie

Seconded By John Groden

That the Notices of Decision be received and filed.

Motion Carried

6. Unfinished Business

7. New Business

7.1 18 Summer Court - Lot Width Variance

This application has been pulled. The applicant has decided to connect to the Municipal Water System which changes the lot width and size requirements so that they no longer require a variance.

7.2 5 Esdale Drive - Lot Width Variance

John and Tanya McKellar attended the meeting seeking approval for a 4.5 metre Lot Width Variance to permit the construction of a Secondary Dwelling Unit, similar to a Semi-detached Dwelling at 5 Esdale Drive, PID 30027668. Mr. McKellar noted that they reviewed the concerns sent in from the PAC Secretary's notice to property owners and recognized the need to work through the concerns with his neighbors.

Mr. Colbourne noted that due to concerns received from property owners in the area, a location survey was requested to confirm the accuracy of property lines as well as encroachments of parking and accessory structures into adjacent properties. The survey was received on February 23, 2021 and the PAC Secretary noted that it was not sent to the PAC members as it was mid afternoon on the day of the meeting when it was received and late afternoon when it was reviewed by the Planning Staff therefore not enough time for the PAC Members to review. Mr. Colbourne showed the property survey on the shared screen with the highlighted property lines, setbacks and measurements. It was noted that a shed is required to be 1.5 meters from the property line and the rear yard shed is over the property line by 0.12 metre. The front yard shed is not permitted in that location and it also encroaches on the property to the west. The fence is required to be 60 cm from property line, yet it is shown over the line in several spots as well as being within the Town easement. Mr. Colbourne stated that the PAC doesn't necessarily have to deal with these at this time, but it becomes an enforcement issue and more difficult to deal with after the fact. He also added that the survey indicated concerns for the distance from the corner of the proposed new addition and the shed with further concerns for proximity if the applicant was to move the shed to correct the encroachment. Mr. Colbourne noted that at this time, the Town has not been able to determine if these items received permits or approvals for their setbacks.

Mr. Gosselin asked if the proposed development would be in compliance with the Zoning By-law, even if there are other items were not in compliance. He added that he would like to have more time to review the plan in detail and recognized

that some construction locations or lack of permits may require PAC approval. Ms. Fowlie noted that the neighbors have valid concerns with the number of people parking on the street and she asked why the applicants stated in their letter that they did not think the variance was required as well as why they proceeded to begin construction without a permit. Mr. Preston asked about the plans that were part of the package and asked if this was going to be a third apartment since Service New Brunswick (SNB) acknowledges that there is an apartment in the main dwelling since 2017. He also asked if the lot occupancy was compliant with consideration for the addition as well as all the existing structures. Mr. Colbourne stated he didn't know if SNB classified the apartment as the garage that was renovated into living quarters or if there was another dwelling unit within the main building. He added that if further clarification is required for the apartment, that the Town can visit the property or seek clarification from SNB and as for the Lot Occupancy and other setback concerns, further review is required and this all needs to be established prior to any further approval for this renovation.

Moved By Brent Preston

Seconded By Kendall Mason

That the Planning Advisory Committee defer this application until the Town staff completes the following:

1. A full review of the location survey that was delivered to the Town on February 23, 2021, by Town Staff and by the PAC Members, to determine if the 540 square metre addition requires variances;
2. Town staff to confirm if the apartment registered with SNB is the existing in-law suite that was created in what was previously the attached garage and a Town staff inspection is done to confirm the number of dwelling units;
3. A Town staff inspection is done to confirm if all structures on the property are compliant to the Town's Zoning By-law 038 with respect to Setbacks and Lot Occupancy and an agreement is made between the Town and the Applicants for a time-line for compliance; and
4. The Town staff to collect additional information pertaining to the operation of a Home Occupation at 5 Esdale Drive, PID 30027668.

Motion Carried

7.3 80 Millennium Drive - Liquor License

Jason Porter attended the meeting seeking approval for a Special Facility Liquor License for the Riverside Country Club Golf Simulators, located in Unit 301 at 80 Millennium Drive, PID 173435. Mr. Porter read through the concerns received from the PAC Secretary's notice. As for the consumption of liquor for golfers only he stated that this is true and in compliance with the liquor license. There will not be a patio as the license is for inside the building only. There will not be any

speakers outside and no music played. As for the concern for the outdoor use of cannabis, Jason stated that this is illegal so it will not be happening. Lastly, he addressed the concern for noise adding that this is not a bar or pub and the operation has a strict guideline for golfers and limited amount of people.

Mr. Petkau of 47 Concorde Crescent attended the virtual meeting and stated that he received answers for his concerns, so he had nothing more to add. No one else attended to speak for or against this application.

Moved By Kendall Mason

Seconded By Darren Bishop

That the Planning Advisory Committee approve the Discretionary Use of a liquor license for the Riverside Country Club's Golf Simulator located in the Big Rock Plaza, 80 Millennium Drive, Unit 301, in accordance with the Municipal Plan By-law 054, Section 7.2.1 and through its powers granted through Section 3.D of the Zoning By-law 038, subject to following terms and conditions:

1. It is recognized as a Compatible Use with the existing use of a recreational facility;
2. It is and shall remain incidental to the main use of the property;
3. Hours of Operations for alcohol consumption must be tied to the hours of the Riverside Country Club's Golf Simulator located at 80 Millennium Drive;
4. Alcohol is not to be served or consumed outside of Unit 301;
5. The owner/operator must obtain liquor license permits from the Province of New Brunswick;
6. No external speakers be added to the operation; and
7. The operator enter into an agreement with the Town.

Motion Carried

7.4 Queensbury Heights Phase 14

Mr. Bill Brooks (Developer) and Mr. Gerry Roberts (Surveyor) attended the meeting seeking approval for a Tentative Subdivision Plan for twenty-three (23) residential lots in the Single or Two-Family Dwelling Zone (R1), with the extension of the public street called Montana Drive, a Public Utility Easements, and Land for Public Purposes (LPP).

Mr. Roberts stated that he could answer any technical questions and Mr. Brooks could speak to other concerns. He reviewed the LPP and Storm Water Management Plans (STWMP) noting that they were all reviewed in 2013 with the Planning Department.

Mr. Gosselin asked about the traffic concern received from the PAC Secretary's notice. Mr. Colbourne noted that Auburn Way was the only entrance but this phase will offer another access through Selkirk Drive. The connections are limited but all plans are reviewed for emergency access and future phases. Traffic increase is expected but the overall area shows other entrances will be added in the future phases. Mr. Preston asked if the southern lots shown on the plan would be done first. Mr. Roberts noted that there are several lots down there that were already on the previous plan that will be looked at but reiterated this next phase will be planned out to Selkirk Drive. Gerry also noted the plan is being sent to CN and the STWMP will be done prior to it being sent to as the developer is nearly ready to proceed. Mr. Colbourne noted the Community Planning Act (CPA) outlines the external agencies that the Planning Department must send plans to and that these agencies have fourteen (14) days to respond; if they don't respond within that time frame, it is considered they have no concerns.

No one called in to the virtual meeting to speak for or against the application.

Moved By John Groden

Seconded By Darren Bishop

That the Planning Advisory Committee support the Municipal Planning Officer in considering approval of the Queensbury Heights Phase 14 Tentative Plan, with the following recommendations:

1. The acceptance of the street layout and design for Phase 14, including the request for the Future Street portion of the remnant Hillcrest Holdings Ltd. parcel abutting Lot 22-H;
2. Acceptance of the proposed LPP land in Phase 14 for protection of the drainage channel within the proposed development area;
3. The requirement of the Developer to obtain approval from the provincial Department of the Environment (DOE) as it relates to construction within the wetland area and the thirty (30) metre buffer; and
4. The granting of lot width variances for Lots 9-H, 5-I and 6-I.

The Municipal Planning Officer conditions of approval will include:

1. Professionally engineered design drawings for the sanitary sewer system to be submitted to the Town for review and approval;
2. Professionally engineered design drawings for the street network to be submitted to the Town for review and approval;
3. Submission of a Comprehensive Stormwater Management Plan and a Lot Grading Plan as designed by a qualified professional engineer licensed to practice in the Province of New Brunswick. The plan must demonstrate a balanced pre-development and post-development flows. The plan must provide

acceptable solutions for any downstream impacts and be submitted to the Department of Environment (DOE) for their review and feedback;

4. The Tentative Plan and Stormwater Management Plan will be forwarded to CN Railway for review, feedback and approval as the development is within 300 metres of their property;
5. The final Stormwater Management Plan is to be reviewed and approved by the Town before construction;
6. Any approvals or conditions from the DOE are to be submitted to the Town in writing;
7. All Local Government Services Easements that are necessary for the stormwater management or sanitary sewerage service are to be drawn on the final subdivision plan;
8. The restriction of tree-clearing to street right-of-way and easements necessary for the installation of services per the Zoning By-law 038;
9. A Standard Developer's Agreement, bonding and subdivision fees will be required;
10. Subdivision filing fees of Forty Hundred and Thirty Dollars (\$430.00) for a twenty-three (23) lot phase;
11. The Tentative Plan is to be sent to Public Utilities providing electrical power and telecommunication services for review and comments on the proposed Public Utility Easements for incorporation into the final subdivision plan; and
12. The development of Phase 14 is completed per the requirements and conditions of applicable Town By-laws, policies, and regulations thereto.

Motion Carried

8. Information Items and/or Discussion

Council Meeting Minutes - January 19, 2021

Ms. Fowlie mentioned the staff report by Mr. Losier, Director of Engineering and Works, that was in the Council Minutes that praised the work of the staff from the Planning and PAC Departments and seconded all the good work that they do.

Moved By Marc Gosselin

Seconded By John Groden

That the Information items be received and filed.

Motion Carried


9. Adjournment

Moved By Darren Bishop

Seconded By Brenda Fowle

Meeting adjourned at 7:55 p.m.

Respectfully Submitted,

_____

CHAIRMAN

_____

SECRETARY

PUBLIC NOTICE
ROUTE 100/HAMPTON RD FULLY CLOSED
FROM MODEL FARM RD TO FRANKLIN DRIVE

The Department of Transportation and Infrastructure wishes to advise the travelling public that on **Monday, March 8th, 2021**, Route 100/Hampton Road will be closed to traffic from Model Farm Road to Franklin Drive. The duration of this closure will be approximately eight weeks.

The closure is necessary to allow Canadian National Railway (CNR) to safely complete maintenance to the Model Farm CNR overhead structure. Detour signage will be in place.

We appreciate the public's continued patience. The department reminds motorists to reduce speed, drive safely and to check NB511 for updates.



District Engineer
District 04 – Saint John

AVIS PUBLIC
ROUTE 100/ CHEMIN HAMPTON ENTIÈREMENT FERMÉ
DU CHEMIN MODEL FARM
À LA PROMENADE FRANKLIN

Le ministère des Transports et de l'Infrastructure (MTI) tient à informer le public voyageur qu'à compter du **lundi 8 mars, 2021**, la route 100/chemin Hampton sera fermée à la circulation à partir du chemin Model Farm jusqu'à la promenade Franklin. La durée de cette fermeture sera d'environ huit semaines.

La fermeture est nécessaire pour permettre à la compagnie des chemins de fer nationaux du Canada (CNR) d'effectuer en toute sécurité l'entretien du passage supérieur de CNR Model Farm. Un détour sera en place.

Nous apprécions la patience continue du public. Le ministère rappelle aux automobilistes de réduire leur vitesse, de conduire avec prudence et de vérifier NB511 pour obtenir des mises à jour.



Ingénieur de district
District 04 – Saint John



Town of Quispamsis
Notes from Climate Change Committee Meeting
February 18, 2021 – 10 a.m.
(Electronic Meeting)

In Attendance: Councillor Emil Olsen, Chair
Deputy Mayor Libby O'Hara
Barry Brown, Parks & Facilities Manager
Dwight Colbourne, Municipal Planning Officer
Chris Lawrence, Arena Operations & Project Manager
Trevor Murray, Building Inspector
Cathy Snow, Town Clerk

Jennifer Jarvis, Planning Technologist
Mark Morrison, Engineering Manager

Bailey Brogan, ACAP Saint John
Jamylynn McDonald, ACAP Saint John
Eddie Oldfield, QUEST
Robert Kerr, QUEST

1. ACAP Saint John - Presentation to Climate Change Committee on Town of Quispamsis Climate Change Adaptation Plan - Presenters: Bailey Brogan and Jamylynn McDonald, ACAP Saint John

Ms. Bailey Brogan presented ACAP's findings of the Quispamsis Climate Change Adaptation Plan, (QCCAP), developed in collaboration with the Town and the NB Climate Change Secretariat, through the financial support of the NB Environmental Trust Fund. ACAP conducted an extensive research over the past year, including reviews of the Town's by-laws and provincial initiatives, online and in-person staff and community engagements, and the development of an Action Register. She thanked the Town's Steering Committee Members – Trevor Murray, Barry Brown, Cathy Snow, Sherri Levesque, Deputy Mayor O'Hara, Dwight Colbourne, and Gary Losier for their support and participation in the project.

In addition, over 200 residents of the Town accessed an online survey to review projected climate change impacts to the community, and provided their feedback. Most common responses included –increasing or maintaining greenspace, reducing litter, avoiding development within the floodplain, and reducing greenhouse gas emissions. More work is required with public engagement - residents want to see more flood mapping and forecasting in the town and developing demonstration sites for green infrastructure as well as educating the community during periods of drought

The QCCAP focuses on specific risks and actions that will be required to reduce the negative impacts of increased temperature, precipitation and more frequent extreme weather that can result in flooding, damaged infrastructure, destruction of habitats, isolating neighbourhoods and creating public health challenges.

The climate challenges facing Quispamsis include extreme precipitation events, inland flooding from spring freshet, heavy rainfall and an increase in mean annual temperature. Impacts of increased temperature include winter rain events, heat stress during summer months and periods of drought. Diligent planning can help reduce damage to infrastructure.

The Town is a founding member of FCM’s Partners for Climate Protection Program (PCP), and has addressed the need for Climate Change adaptation in the Municipal Plan with a focus on sustainable development and growth. Using 2015 emissions as a baseline, the Town has committed to reducing corporate emissions by 12% by 2025 and community emissions by 8% by 2025 and 16% by 2035. The Town has already achieved many energy efficiency projects and has a desire to holistically respond to climate change by using low carbon solutions such as maintaining green areas, ecosystems and watersheds and continuing to develop active transportation infrastructure.

The QCCAP’s methodology is based on the International Council for Local Environmental Initiatives, (ICLEI), and consists of the following five key Milestones to direct adaptation and implementation of the Plan:

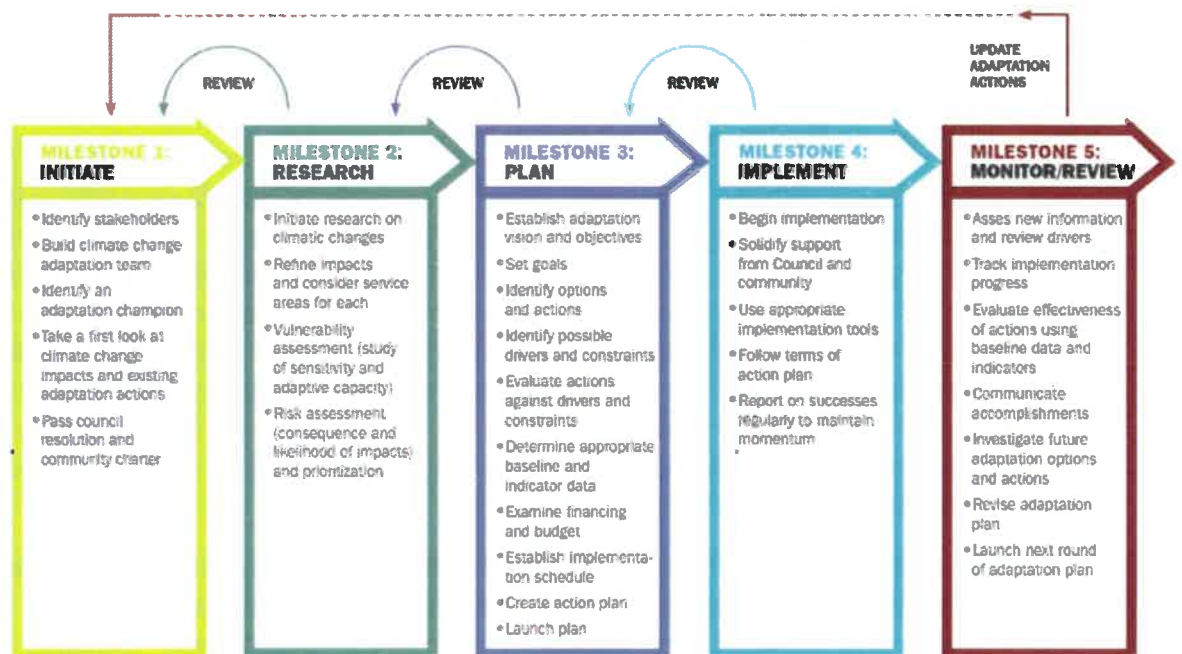


Figure 1: Five key Milestones for Climate Change adaptation beginning with initiate, followed by research, plan, implement and monitor/review. (ICLEI-Canada, n.d.).

Through the preparation of the QCCAP, the first three phases, (1. Initiate, 2. Research, and 3. Plan), have been completed, with Milestone 4 – “Implement”, and 5 “Monitor/Review” to be completed by the Town.

The Action Register, (Schedule “F”), describes detailed actions that support the adaptation strategies identified by ACAP. By identifying the lead department/partners, timeframe, costs and priority level, the Action Register will guide the implementation of the adaptation actions, some of which are already being practiced and listed as ‘ongoing’. While no ‘high-risks’ were identified for Quispamsis, Ms. Bailey recommended the Town focus on the ‘medium high risks’ action items, before focusing on the less severe ‘low risk’ items. The four strategies under the Action Registrar include-

- Strategy 1 – Modifying policies, plans and procedures;
- Strategy 2 – Building or infrastructure upgrades;
- Strategy 3 – Improving community awareness and public education; and
- Strategy 4 – Building resilience to climate impacts.

Implementation and review of the QCCAP will fall to the Town, and the process of monitoring is necessary to ensure the Adaptation Plan is working. The Action Plan recommends the Town’s Climate Change Committee ensures the actions from the QCCAP are being implemented, and monitored to identify progress as well as challenges and suggested an annual update report be prepared with completed items from the Action Register being celebrated.

Members thanked Ms. Bailey and Ms. McDonald for preparing such a comprehensive report identifying the risks and actions that will be required to reduce the negative impacts of changes brought on by climate change.

Moved by Dwight Colbourne
Seconded by Deputy Mayor O’Hara

Bailey Brogan and Jamylynn McDonald be thanked for compiling, on behalf of the Town, the ‘Climate Change Adaptation Plan for Quispamsis’; and, they present an overview of the Plan to the Quispamsis Council at the upcoming March 16, 2021 Regular Meeting, following which Council can consider a motion to accept the Plan, as well as refer it to the Climate Change Committee to review an implementation strategy of the Plan’s recommendations, and further a copy be provided to the applicable Town Departments, including the recommendations contained in the Action Register, (Appendix F).

Motion Carried

Jennifer Jarvis left the meeting.

- 2. Ratification of Email Poll Conducted January 12, 2021 – Approval to Expend Funding to Participate in QUEST’s Smart Energy Community Accelerator Program 2021 - 2022**

Moved By Deputy Mayor O’Hara

Seconded by Barry Brown

The Climate Change Committee ratify the email poll conducted on January 12, 2021 requesting Members' approval to expend \$1,750 from the Committee's budget for the purpose of participating in QUEST's Smart Energy Community Accelerator two year program.

Motion Carried

**3. High Level Overview of the Smart Energy Community Accelerator Program –
Presenter, Eddie Oldfield, QUEST**

Eddie Oldfield informed Members QUEST is launching a Smart Energy Communities (SEC), Accelerator Program. This two year program will engage around 15 NB Municipalities who are developing their Community Energy Plans. The SEC will offer a range of services customized to the community's needs and could include an economic impact assessment of the CEP, webinars/workshops for CEP development and implementation, map-based renewable energy opportunity assessments, a course for planners, benchmarking the community and helping to navigate additional resources and expertise to help advance the Town's community energy initiatives.

QUEST's Team will be undertaking the majority of work involved, and municipal participant time commitment depends on the number and types of services decided upon, and will include sharing data and information, virtual and, in time, in-person meetings and workshops.

Mr. Oldfield was thanked for his presentation, noting the Town looks forward to working with QUEST over the next two years on this exciting project.

4. Economic Impact Assessment of Quispamsis Local Action Plan/Community Energy Plan, Presenter: Mr. Rob Kerr, Senior Associate ,QUEST & President, Robert J. Kerr & Associates

Mr. Kerr make presentation to the Committee, noting he will be overseeing the Economic Development Impact component of QUEST's Smart Energy Community Accelerator Program for Quispamsis. He noted this includes assessing the local economic benefits of implementing the Town's Community Energy Plan with the goal of improving the understood value of implementing CEPs among NB Municipalities and their stakeholders.

Mr. Kerr's presentation touched on the following points:

- Brief overview of QUEST's Sustainable Energy Communities Program;
- The Energy Transition – Central to Local;
- Current Market Activity for CEP Related Technologies;
- How Municipalities Enable the Transitioning Energy Economy;
- Models that Predict Local Economic Activity from CEP Implementation;
- Estimating Economic Impact from Implementing Quispamsis' 2018 Community GHG & Energy Action Plan;
- Reviewing Specific Energy/Climate Projects in Quispamsis and Region;

- Potential in Aligning Current Energy/Climate Goals to Local and Regional Economic Development Policy and Programs.

Mr. Kerr stated he reviewed the Town's 2018 Community GHG & Energy Action Plan to gather realistic data that provides input to begin analysis on the job creation impact potential of implementing the Plan. In order to gather more specific localized information, he will be conducting interviews with various departments about energy related projects planned or underway. It was also suggested to Mr. Kerr that he consult with the new CEO of the new Economic Development Agency for the Greater Saint John Region, Paulette Hicks.

A discussion ensued on the transitioning of economies from fossil fuels to cleaner energies. It was noted Irving Oil Refinery, one of Saint John's largest employers, and the largest oil refinery in Canada, is now laying off employees, a detriment to the economy.

Mr. Kerr stated transitioning economies is challenging, and the answer is the shift to more sustainable energy is occurring over time. It is not about eliminating fossil fuels completely, but more about using them efficiently as we move forward. He noted the market is transitioning from fossil fuels to greener energies under its own forces globally, with much happening already, as the world evolves to address climate change and a more sustainable environment.

Mr. Kerr was thanked for his informative presentation, noting the Committee looks forward to receiving further updates on the economic development impacts relative to the implementation of the Town's Community Energy Plan.

5. QUEST - Smart Communities Benchmark - 2021 - Town of Quispamsis – For Information Purposes – Yet to Be Determined Date to Review Results

It was noted the final Smart Energy Communities Benchmark – 2021 Report, prepared by Eddie Oldfield of QUEST as part of a project funded by the NB Environmental Trust Fund, identified the Town's strengths and potential areas of improvement which can be used to update the Town's scoring year after year. The total score percentage for Quispamsis's Benchmarking review on Smart Energy initiatives totalled 70%, or a total score of 141 of 201 maximum potential points. The Town Clerk noted the Report is included in this package as information only to give Members opportunity to review, and it will be presented in more detail by Mr. Oldfield at the next Climate Change Committee meeting, to be scheduled near the end of March.

6. Other - New Building Code - Update from Trevor Murray, Building Inspector

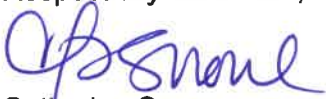
Mr. Murray, announced the Province of New Brunswick, effective February 1, 2021, has adopted the 2015 new Building Code Administration Act and associated regulations, which are posted on the Provincial website. Local governments have a year in which to update or change any by-laws they wish to in accordance with the Building Code Administration Act. The Act also adopts the National Energy Code for Buildings. Having

the same standards across the Province will lead to benefits and help ensure efficiency for builders, which is good news with respect to lowering everyone's carbon footprint.

7. Adjournment

With no further business, the Climate Change Committee meeting adjourned.

Respectfully submitted,



Catherine Snow
Town Clerk

February 9, 2021

Town of Quispamsis
12 Landing Court
Quispamsis, NB
E2E 4R2

Attn: Cathy Snow

Dear Cathy,

On behalf of the Board of Directors of Junior Achievement New Brunswick, I would like to thank you for your investment in our newly developed digital programs. JA has been listening to students, parents and teachers and supporting them to meet curriculum outcomes outside the traditional classroom.

As a charity, our focus organizationally over these last few months has been to ensure that JA's critical social and economic mission can be sustained through and beyond COVID-19. Our programs are needed now more than ever! We believe that with your help, we can lessen the impact of the coronavirus on our mission to inspire and educate New Brunswick's youth. Thank you for your continued support during this extremely challenging time.

Please find enclosed your official tax receipt for your financial contribution. It is our sincere belief that Junior Achievement programs foster the spirit of free enterprise and instil in our youth the value of an education and the importance of financial literacy. Your assistance in accomplishing our goals is sincerely appreciated.

Thank you for your support to Junior Achievement New Brunswick and to the youth of this region. Investing in our youth is investing in our future!

Sincerely,



Connie Woodside
President & CEO
Junior Achievement New Brunswick

Enclosure

506.455.6552

PO Box 631, Station A, Fredericton, NB E3B 5A6

www.janewbrunswick.ca

*Cathy - thank you for your unwavering support! We are getting great feedback on our move to the digital space - so thank you for helping us push our programs even further! Wishing you good health and all the best. Stay safe. Many thanks.
M. Mary*



Junior Achievement of New Brunswick * Jeunes Entreprises Nouveau Brunswick
PO Box 631, Station A
Fredericton, NB E3B 5A6
(506) 455-6552

Receipt No.: 13039

Date Received: February 9, 2021 Date Receipt Issued: February 9, 2021

On behalf of the Junior Achievement New Brunswick Board of Directors, your commitment to competitive enterprise in the amount of \$300.00 is gratefully acknowledged.

Donor Information:

Town of Quispamsis
12 Landing Court
Quispamsis, NB
E2E 4R2

Authorized Signature:

Charitable Registration Number 126494798RR0001
Canada Revenue Agency – www.cra-arc.gc.ca/charities

Thank You for Your Investment in Junior Achievement New Brunswick!
Official Receipt for Income Tax Purposes. No others will be issued.



Order of New Brunswick

Ordre du Nouveau-Brunswick

February 16, 2021

His Worship Gary Clark
Mayor of Quispamsis
12 Landing Court
Quispamsis, NB E2E 4Z4

Your Worship:

As the 2021 Order of New Brunswick campaign begins, I am writing to you as Chancellor of the Order to ask that you encourage those in your community to submit nominations for people they believe are qualified for this important honour – the highest honour in our province.

The Order of New Brunswick recognizes individuals who have demonstrated excellence and who have made outstanding contributions to the province's social, cultural or economic fabric. The deadline date for nominations is April 15, 2021.

Those who are nominated for the Order of New Brunswick must be Canadian citizens who are present or former long-term residents of New Brunswick and they must have contributed significantly to the social, cultural and/or economic well-being of New Brunswick and its residents by demonstrating excellence and achievement in a given area.

Members of the Provincial Legislature, House of Commons Senate or judges of any court are not eligible for investiture.

You will find information pertaining to the Order of New Brunswick and the nominating process on our website at www.gnb.ca/onb.

If you have any questions, please contact Lana Tingley Lacroix, our Chief of Protocol and Secretary to the Order of New Brunswick Advisory Council at (506) 453-2671.

Sincerely,

The Honourable Brenda L. Murphy, O.N.B.
Lieutenant Governor of New Brunswick

PO/CP 6000, Fredericton NB E3B 5H1 | 506-453-2671 | fax/télécopieur 506-444-5299

www.gnb.ca/onb

708356 N.B. Limited (Bud Brothers Ventures)
18 McMahon Lane
Quispamsis, NB, E2G 2B9
506-644-8575

RECEIVED MAR 04 2021

Town of Quispamsis
12 Landing Court
Quispamsis, NB
E2E 4R2

Attn: Mayor Gary Clark

March 03, 2021

Re: 708356 N.B. Limited (Bud Brothers Ventures) Issuance of Licence

This letter is to inform you that 708356 N.B. Limited (Bud Brothers Ventures) has been issued a licence (LIC-WFAALFN3GV-2021) by Health Canada in accordance with the Cannabis Act and Cannabis Regulations. This licence class that has been issued is:

- Micro-Cultivation

Under the issuance of this Micro-Cultivation licence, 708356 N.B. Limited (Bud Brothers Ventures) has been granted the ability to conduct the following activities under the licence:

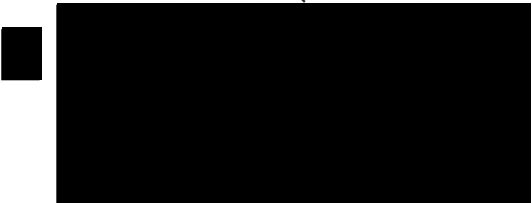
Activities
<ul style="list-style-type: none">• To possess cannabis• To obtain dried cannabis, fresh cannabis, cannabis plants or cannabis plant seeds by cultivating, propagating and harvesting cannabis• To sell cannabis in accordance with subsection 11(5) of the Cannabis Regulations

This request has been approved by the Licensing and Security Division, effective as of February 12, 2021. Our license is valid to conduct the above-mentioned activities until its expiry date on February 12, 2024. If you require any more details regarding the building security, activities or substances to be produced at the address of 18 McMahon Lane, Quispamsis, NB, E2G 2B9; please contact myself at the email or phone number listed below.

Sincerely,



William McMahon, Responsible Person
708356 N.B. Limited (Bud Brothers Ventures)



March 4, 2021
Scanned to D Colbourne
← G. Losier
lefs.

Snow, Cathy

From: Brown, Violet
Sent: March 4, 2021 1:56 PM
To: Snow, Cathy
Cc: Losier, Gary; Colbourne, Dwight
Subject: RE: Bud Brothers Ventures - Cannabis License

Hi Cathy,

This was an application for a Micro-Cultivation Facility for Cannabis on the property of 19 McMahon Lane, PID 30299929. It was approved by the PAC on January 29, 2019 as being Similar to an Agricultural Use in the Rural (RU) Zone subject to several conditions including a request for a copy of the license to be submitted to the Town once it was obtained from the appropriate authorities having jurisdiction in accordance with Federal Cannabis Act and Regulations. The applicant has kept the Planning Department informed of the status on a regular basis. I would consider this an information item to be received and filed.

Violet

From: Losier, Gary <glosier@quispamsis.ca>
Sent: March 4, 2021 1:35 PM
To: Snow, Cathy <csnow@quispamsis.ca>; Colbourne, Dwight <dcolbourne@quispamsis.ca>
Cc: Brown, Violet <vbrown@quispamsis.ca>
Subject: RE: Bud Brothers Ventures - Cannabis License

I will have to defer to Dwight or Violet as it did go through PAC
G

From: Snow, Cathy <csnow@quispamsis.ca>
Sent: March 4, 2021 1:34 PM
To: Losier, Gary <glosier@quispamsis.ca>; Colbourne, Dwight <dcolbourne@quispamsis.ca>
Cc: Brown, Violet <vbrown@quispamsis.ca>
Subject: Bud Brothers Ventures - Cannabis License

Hello,
Please see attached letter addressed to Council. Wondering if one of you could provide a Staff Report to accompany this providing Council with the background information as information only. (I believe this went through PAC initially). Agenda deadline is next Thursday, Mar 11th.
Thanks,

Cathy

Catherine Snow
Town Clerk
Town of Quispamsis
P. 506 849 5738 www.quispamsis.ca

If you wish to address Town Council, please complete and submit the form found on the Town's website at the following link: <https://forms.quispamsis.ca/forms/requestaddresscouncil>

Town of Quispamsis Building Inspection Services - 2021

12 Landing Court, Quispamsis, NB E2E 4R2

Telephone: 506.849.5741 Fax: 506.849.5799

As of 2015, all permit counts include electrical waivers but not sewer or water; annual reports reflect this change. 2011 EWAV counts start in August.

Month	Permits Issued	New Single Family Dwelling	New Two Family Dwelling	Multi-Residential Buildings		New Commercial or Industrial Building	New Government & Institutional	Additions, Renovations & Demolitions		Accessory Structures (Detached Garage, Shed, Pool, Deck, Fence, Sign, Electrical)	Construction Value of all permits	Building Permit Fees
				# of Bldgs	# of Units			Residential	Non-Residential			
January	23	5				1		3	1	13	\$2,321,795	\$15,625
February	15	3				1		3		8	\$796,478	\$16,524
March												
April												
May												
June												
July												
August												
September												
October												
November												
December												
2020												
Year to Date	38	8	0	0	0	2	0	6	1	21	\$3,118,273	\$32,149
10 Year Average	19.0	3.4	0.2	0.1	0.0	0.4	0.2	4.2	0.9	9.6	\$1,022,296	\$8,419
2021 % of 10 Year Average	200%	235%	0%	0%	0%	500%	0%	143%	111%	219%	305%	382%
2020 To Date	30	7	0	1	0	2	0	3	0	17	\$2,433,880	\$15,082
2019 To Date	15	1	0	0	0	0	0	5	2	7	\$539,786	\$4,070
2018 To Date	17	3	0	0	0	0	0	6	3	5	\$751,859	\$4,850
2017 To Date	19	3	0	0	0	0	1	4	2	9	\$619,302	\$6,896
2016 To Date	16	0	0	0	0	0	0	6	1	9	\$142,930	\$1,144
2015 To Date	11	1	0	0	0	0	0	2	0	8	\$262,182	\$1,921
2014 To Date	7	3	0	0	0	0	0	3	0	1	\$654,015	\$6,077
2013 To Date	16	3	1	0	0	0	0	3	0	9	\$671,919	\$5,128
2012 To Date	21	5	1	0	0	0	1	4	0	10	\$1,028,810	\$6,870