



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

Monday, May 6, 2019

6:00 pm

8th Floor Common Council Chamber (Ludlow Room), City Hall

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

	Pages
1. Call to Order	
2. Approval of Minutes	
2.1 Minutes of April 23, 2019	5 - 20
3. Approval of Agenda	
4. Disclosures of Conflict of Interest	
5. Consent Agenda	
5.1 J. Stephenson Letter - 7 Year Rule for Age of Taxi Vehicles (Recommendation: Refer to the Transit Commission)	21 - 22
5.2 Public Information Session: Chipman Hill (Union Street to King Street) - Water, Sanitary and Storm Sewer Renewal and Street Reconstruction (Recommendation: Receive for Information)	23 - 25
5.3 Fleet Replacement Procurement - April 2019 (Recommendation in Report)	26 - 28
5.4 Engineering Services - Musquash Water Pumping Station Upgrades (Recommendation in Report)	29 - 32
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8.	Delegations / Presentations	
8.1	Shining Horizons - Therapeutic Riding Association	71 - 84
9.	Public Hearings - 6:30 p.m.	
10.	Consideration of By-laws	
11.	Submissions by Council Members	
12.	Business Matters - Municipal Officers	
12.1	Continuous Improvement Initiatives Update (Verbal)	
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14.	Consideration of Issues Separated from Consent Agenda	
15.	General Correspondence	
16.	Supplemental Agenda	
16.1	Ticket Purchase Request - Seafood Fiesta 2019 (Verbal)	
16.2	Ticket Purchase Request – 2019 Loyalist Day Dinner (Verbal)	
16.3	Ticket Purchase Request – Shining Horizons Gala (Verbal)	
17.	Committee of the Whole	

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18.	Adjournment	



**City of Saint John
Common Council Meeting
Monday, May 6, 2019**

Committee of the Whole

1. Call to Order

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

Each of the following items, either in whole or in part, is able to be discussed in private pursuant to the provisions of subsection 68(1) of the Local Governance Act and Council / Committee will make a decision(s) in that respect in Open Session:

4:00 p.m., 8th Floor Boardroom, City Hall

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



**Ville de Saint John
Séance du conseil communal
Lundi 6 mai 2019
18 h**

Salle du conseil communal (salle Ludlow), au 8^e étage de l'hôtel de ville

Comité plénier

1. Ouverture de la séance

Si vous souhaitez obtenir des services en français pour une séance du conseil communal, veuillez communiquer avec le bureau du greffier communal au 658-2862.

Chacun des points suivants, en totalité ou en partie, peut faire l'objet d'une discussion en privé en vertu des dispositions prévues au paragraphe 68(1) de la *Loi sur la gouvernance locale*. Le conseil/comité prendra une ou des décisions à cet égard au cours de la séance publique :

16 h, Salle de conférence, 8^e étage, hôtel de ville

- 1.1 Approbation du procès-verbal 68(1)
- 1.2 Question relative à l'emploi 68(1)j)
- 1.3 Questions financières 68(1)c)
- 1.4 Question de sécurité 68(1)h)
- 1.5 Questions juridiques 68(1)f)
- 1.6 Questions financières 68(1)c)
- 1.7 Questions financières 68(1)c)
- 1.8 Questions financières 68(1)c)

Séance ordinaire

1. Ouverture de la séance

2. Approbation du procès-verbal

- 2.1 Procès-verbal du 23 avril 2019

3. Adoption de l'ordre du jour

4. Divulgations de conflits d'intérêts

5. Questions soumises à l'approbation du conseil

- 5.1 Lettre de J. Stephenson – Règle des 7 ans pour l'âge des véhicules de taxi
(Recommandation : Consulter la Commission de transport en commun)
- 5.2 Séance d'information publique : Côte Chipman (de la rue Union à la rue King)
– Renouvellement du réseau d'aqueduc, d'égouts sanitaires et pluviaux et
réfection de la rue (recommandation : Recevoir pour information)
- 5.3 Approvisionnement pour le remplacement de la flotte – avril 2019
(recommandation dans le rapport)
- 5.4 Services d'ingénierie – Amélioration du poste de pompage de l'eau de
Musquash (recommandation dans le rapport)
- 5.5 Rinçage unidirectionnel du réseau de distribution d'eau – 2019
(recommandation dans le rapport)
- 5.6 Bail de marché urbain avec Naan-Ya Business Restaurant Ltd.
(Recommandation du rapport)
- 5.7 Conseil d'administration des arts de la communauté de Saint John –
Programme d'octroi 2019

6. Commentaires présentés par les membres

7. Proclamation

- 7.1 Semaine de la sécurité civile – du 5 au 11 mai 2019
- 7.2 Semaine nationale de la police – du 12 au 18 mai 2019
- 7.3 Mois de la sensibilisation à la maladie de Huntington – mai 2019

8. Délégations et présentations

- 8.1 Shining Horizons – Therapeutic Riding Association (Association d'équitation
thérapeutique)

9. Audiences publiques – 18 h 30

10. Étude des arrêtés municipaux

11. Interventions des membres du conseil

12. Affaires municipales évoquées par les fonctionnaires municipaux

- 12.1 Le point sur les initiatives d'amélioration continue (oral)
- 12.2 Plan d'action sur les changements climatiques de la Ville de Saint John
 - 12.2.1 Déclaration sur les changements climatiques
- 12.3 Le point sur les inondations et le rétablissement (oral)

13. Rapports déposés par les comités

14. Étude des sujets écartés des questions soumises à l’approbation du Bureau

15. Correspondance générale

16. Ordre du jour supplémentaire

17. Comité plénier

18. Levée de la séance



The City of Saint John

MINUTES – REGULAR MEETING
COMMON COUNCIL OF THE CITY OF SAINT JOHN
APRIL 23, 2019 AT 6:00 PM
IN THE COUNCIL CHAMBER

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

Also Present: City Manager J. Collin
Police Chief B. Connell
Fire Chief K. Clifford
City Solicitor J. Nugent
Commissioner Growth and Community Development J. Hamilton
Commissioner of Finance and Treasurer K. Fudge
Deputy Commissioner of Transportation and Environment T. O'Reilly
Commissioner of Saint John Water B. McGovern
Common Clerk J. Taylor
Deputy Common Clerk P. Anglin

1. Call to Order

2. Approval of Minutes

2.1 Minutes of April 8, 2019

Moved by Councillor MacKenzie, seconded by Deputy Mayor McAlary:

RESOLVED that the minutes of the meeting of Common Council, held on April 8, 2019, be approved.

MOTION CARRIED.

3. Approval of Agenda

Moved by Deputy Mayor McAlary, seconded by Councillor Sullivan:

RESOLVED that the agenda of this meeting be approved with the addition of the following items:

16.1 Saint John EMO Spring Freshet Update

16.2 Red Cross Agreement

17.2 Intergovernmental Affairs and Strategic Communications Position

MOTION CARRIED.

16.1 Saint John EMO Spring Freshet Update

The City Manager introduced Fire Chief K. Clifford who is the Incident Commander, and advised that the River Watch app on the City website is an excellent tool for public awareness.

The Incident Commander updated Council on the impacts of the spring freshet in the Saint John area. The incident objectives are being met:

- maintain 2 safe effective sandbag filling locations
- monitor roadways and install and maintain barricades as required
- maintain emergency response presence within the flood affected area
- continue communication with respect to voluntary evacuation
- maintain and sustain reception emergency shelter, animal shelter
- implement contingency plan for critical infrastructure
- maintain vehicle access in Westfield area
- maintain security in flood affected area

A second IAP with incident objectives will be forwarded to Council this evening. The Chief cautioned that isolated people should consider voluntary evacuation for safety.

Yves Leger, Manager GIS, demonstrated the City's River Watch app showing the flood levels and the 5-day predictions. Road closures, sandbag distribution centres, and voluntary evacuation centres are also indicated. Over 4,000 hits have been made on the app. The app covers the Greater Saint John Region.

Moved by Deputy Mayor McAlary seconded by Councillor Sullivan:

RESOLVED that the *Saint John EMO Spring Freshet Update* be received for information.

MOTION CARRIED.

16.2 Confidentiality Agreement with Red Cross

The City Manager advised on the benefit of situational awareness information sharing between the City of Saint John and the Red Cross.

Moved by Deputy Mayor McAlary, seconded by Councillor MacKenzie:

RESOLVED that as recommended by the City Manager the Mayor and Common Clerk be authorized to execute the Confidentiality Agreement between the City of Saint John and the Canadian Red Cross Society.

MOTION CARRIED.

4. Disclosures of Conflict of Interest

5. Consent Agenda

5.1 That as recommended by the City Manager in the submitted report *M&C 2019-91: Proposed Public Hearing Date – 49 Noel Drive and 1008 Latimore Lake Road*, Common Council schedule the public hearings for the rezoning and Section 59 Amendment applications of Village View Suites (Steve Brittain) (49 Noel Drive) and Hughes Surveys Ltd. (on behalf of Thomas Construction) (1003 Latimore Lake Road) for Monday June 17, 2019 and Monday, June 3, 2019 at 6:30 p.m. (respectively) in the Ludlow Room, and refer the applications to the Planning Advisory Committee for a report and recommendation.

5.2 That as recommended by the City Manager in the submitted report *M&C 2019-88: Tender 2019-681001T – Phosphate for Corrosion Control*, Common Council adopt the following resolution:

RESOLVED that the tender for the establishment of a supply agreement for Phosphate for Corrosion Control for the Loch Lomond Drinking Water Treatment Facility be awarded to the lowest compliant bidder, Brenntag Canada Inc., for a one year term.

5.3 That as recommended by the City Manager in the submitted report *M&C 2019-85: Licence Agreement for BeaverTails Mobile-Unit:*

1. The City enter into the Licence agreement with BeaverTails Commercial Inc. and Parent and Sons Investments Ltd. as attached to M&C# 2019-85; and further
2. That the Mayor and Common Clerk be authorized to execute the said Licence Agreement.

5.4 That as recommended by the City Manager in the submitted report *M&C 2019-89: Licence Agreement for Fog Cutter Inc. Mobile Food Unit:*

1. The City enter into the Licence agreement with Fog Cutter Inc. as attached to M&C 2019-89; and further
2. That the Mayor and Common Clerk be authorized to execute the said Licence Agreement.

5.5 That as recommended by the City Manager in the submitted report *M&C 2019-86: Building Condition Assessments (BCA) and Energy Audits (EA) on Municipal and Water Facilities:*

- (a) the proposal submitted by Capital Management Engineering Limited, for the Building Condition Assessment and Energy Audits on 16 Municipal and Water Facilities, in the amount of \$78,415.00 plus HST, be accepted and that the Mayor and Common Clerk be authorized to execute the necessary contract documents; and,
- (b) Common Council authorize staff to conduct direct negotiations with Capital Management Engineering Limited to provide a proposal to complete the same assessments for additional Municipal and Water Buildings.

5.6 That as recommended by the City Manager in the submitted report *M&C 2019-90: Coast Guard Site Demolition – Phase II*, the tender submitted by Galbraith Construction Ltd, for the Coast Guard Demolition - Phase II, in the amount of \$347,056 plus HST be accepted. Further to the base tender amount, a contingency allowance be carried for this project in the amount of \$80,000 plus HST, for a total project cost of \$427,056 plus HST. Additionally, the Mayor and Common Clerk be authorized to execute the necessary contract documents.

5.7 That as recommended by the City Manager in the submitted report *M&C 2019-101: CanadaHelps Agreement – P.R.O. Kids – City of Saint John*, the Mayor and Common Clerk be authorized to execute the agreement in the form submitted between the City of Saint John and CanadaHelps.

5.8 That as recommended by the City Manager in the submitted report *M&C 2019-94: Contract 2019-02: Mecklenburg Street (Sydney Street to Wentworth Street) – Water, Sanitary and Storm Sewer Renewal and Street Reconstruction*, the contract be awarded to the low Tenderer, Galbraith Construction Ltd., at the tendered price of \$1,189,001.10 (including HST) as calculated based upon estimated quantities, and that the Mayor and Common Clerk be authorized to execute the necessary contract documents.

5.9 That the letter from the Province of New Brunswick – Nuisance Deer Management Assistance Program be received for information.

Moved by Deputy Mayor McAlary, seconded by Councillor Sullivan:

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

MOTION CARRIED UNANIMOUSLY.

6. Members Comments

Council members commented on various community events.

7. Proclamations

7.1 Lyme Awareness Month – May 2019

The Mayor declared May 2019 as “Lyme Awareness Month”.

7.2 Day of Mourning – April 28, 2019

The Mayor declared April 28, 2019 as “International Day of Mourning”.

8. Delegations/Presentations

8.1 Fundy Regional Service Commission - The Coastal Link Trail

Nic Cameron, Recreation Facilitator for The Coastal Link Trail, informed Council of the project to connect two national trail networks, the Great Trail in Canada and the East Coast Greenway in Maine and its proposed route options in the City of Saint John.

Moved by Deputy Mayor McAlary, seconded by Councillor Norton:

RESOLVED that the *Fundy Regional Service Commission - The Coastal Link Trail* presentation be received for information.

MOTION CARRIED.

Moved by Councillor Norton, seconded by Deputy Mayor McAlary:

RESOLVED that Common Council send Letters of Support to Bill Oliver Minister of Transportation and Robert Gauvin Minister of Tourism, Members Southern Caucus and the Board of the Coastal Link Trail.

MOTION CARRIED.

9. Public Hearings 6:30 PM

10. Consideration of By-laws

The Common Clerk advised that to vote on third reading members must have voted on first and second reading. The following members were not present for first and second reading of the bylaws 10.2, 10.3, and 10.4: Mayor Darling, Councillors Merrithew and Strowbridge, and are therefore ineligible to vote on third reading.

10.1 Weight Restriction By-Law Amendment and Agreement (3rd Reading)

Moved by Deputy Mayor McAlary, seconded by Councillor MacKenzie:

RESOLVED that as recommended by the City Manager in the submitted report M&C 2019-92: Weight Restriction By-Law Amendment and Agreement, Common Council authorize the Mayor and Common Clerk to execute the submitted agreement between the City of Saint John and Irving Equipment Limited as attached to M&C 2019-92.

MOTION CARRIED.

Moved by Deputy Mayor McAlary, seconded by Councillor Sullivan:

RESOLVED that the by-law entitled, "By-Law Number MV-17 A Law to Amend a By-Law respecting Weight Restrictions within The City of Saint John enacted under the authority of Section 262(1) of the Motor Vehicle Act" amending Schedule "A" by adding Connection Routes, be read.

MOTION CARRIED.

The by-law entitled, "By-Law Number MV-17 A Law to Amend a By-Law respecting Weight Restrictions within The City of Saint John enacted under the authority of Section 262(1) of the Motor Vehicle Act", was read in its entirety.

Moved by Deputy Mayor McAlary, seconded by Councillor Sullivan:

RESOLVED that the by-law entitled, "By-Law Number MV-17 A Law to Amend a By-Law respecting Weight Restrictions within The City of Saint John enacted under the authority of Section 262(1) of the Motor Vehicle Act" amending Schedule "A" by adding Connection Routes, be read a third time, enacted and the Corporate Common Seal affixed thereto.

MOTION CARRIED.

Read a third time by title, the by-law entitled, "By-Law Number MV-17 A Law to Amend a By-Law respecting Weight Restrictions within The City of Saint John enacted under the authority of Section 262(1) of the Motor Vehicle Act."

The Mayor and Councillors Merrithew and Strowbridge withdrew from the meeting. The Deputy Mayor assumed the Chair.

10.2 40 Mountain View Drive – Supplementary Report

10.2.1 Municipal Plan Amendment – 40 Mountain View Drive (3rd Reading)

10.2.2 Zoning ByLaw Amendment – 40 Mountain View Drive (3rd Reading) with Section 59 Conditions

Commissioner Hamilton advised that subsequent to the public hearing on April 8th, the City Solicitor suggested that condition 3(g) be strengthened for enforceability by clarifying a deadline. Staff have proposed minor rewording to this effect, giving the applicant two years from the date of third reading (April 27, 2021), to convey an easement to provide access to Land for Public Purpose adjacent to the development, thus replacing part 3(g) with the following:

"The owner shall convey to the City, not later than April 27, 2021, an easement satisfactory to the City's Development Officer for the purpose of providing access and egress to and from the Land for Public Purpose located at PID 55218119 as well as the City's storm water pond located on the same parcel, existing at the date of the imposition of this condition."

The applicant has reviewed this minor amendment and is in agreement with it. In all other respects, the recommendation before Council for third reading is unchanged. This recommendation reflects the Planning Advisory Committee's amendment to remove condition 3(i), regarding an emergency access connection to Myles Drive.

Moved by Councillor Sullivan, seconded by Councillor Reardon:

RESOLVED that the by-law entitled, "By-Law Number C.P. 106-17 A Law to Amend the Municipal Plan By-Law", amending Schedule B – Future Land Use, by redesignating a parcel of land with an area of approximately 3.25 hectares, located at 40 Mountain View Drive, also identified as PID Numbers 00313429 and 00426452, from Low Density Residential to Low to Medium Density Residential classification, be read.

MOTION CARRIED.

The by-law entitled, "By-Law Number C.P. 106-17 A Law to Amend the Municipal Plan By-Law", was read in its entirety.

Moved by Councillor Sullivan, seconded by Councillor MacKenzie:

RESOLVED that the by-law entitled, "By-Law Number C.P. 106-17 A Law to Amend the Municipal Plan By-Law", amending Schedule B – Future Land Use, by redesignating a parcel of land with an area of approximately 3.25 hectares, located at 40 Mountain View Drive, also identified as PID Numbers 00313429 and 00426452, from Low Density Residential to Low to Medium Density Residential classification, be read a third time, enacted, and the Corporate Common Seal affixed thereto.

MOTION CARRIED.

Read a third time by title, the by-law entitled, "By-Law Number C.P. 106-17 A Law to Amend the Municipal Plan By-Law."

Moved by Councillor Sullivan, seconded by Councillor Reardon:

RESOLVED that the by-law entitled, "By-Law Number C.P. 111-71, A Law to Amend the Zoning By-Law of The City of Saint John", amending Schedule "A", the Zoning Map of The City of Saint John, by re-zoning a parcel of land having an area of approximately 3.25 hectares, located at 40 Mountain View Drive, also identified as being PID Numbers 00313429 and 00426452, from High-Rise Residential (RH) and Two-Unit Residential (R2) to Integrated Development (ID), be read.

MOTION CARRIED.

The by-law entitled, "By-Law Number C.P. 111-71, A Law to Amend the Zoning By-Law of The City of Saint John", was read in its entirety.

Moved by Councillor Sullivan, seconded by Councillor Reardon:

RESOLVED that Common Council pursuant to the provisions of Section 59 of the *Community Planning Act (SNB 2017, c.19)*, hereby discharges the agreement dated the 21st day of January, 2010 between North Star Holdings Ltd., and the City of Saint John, respecting the property identified in the said agreement by PID numbers 00313429 and 00426452 and which agreement was made pursuant to the provisions of Section 39 of the *Community Planning Act* in effect at that time (Chapter C-12, *RSNB 1973*); and,

FURTHER BE IT RESOLVED that Common Council hereby imposes, pursuant to the provisions of Section 59 of the *Community Planning Act* upon the Property having an area of approximately 3.25 hectares located at 40 Mountain View Drive also identified as PID numbers 00313429 and 00426452, the following conditions upon the development and use of the land:

a) That any development of the site shall be limited to a maximum of 167 units and generally adhere to the Conceptual Layout, Context, Landscaping Plans, and Elevation Plans attached to this report.

- b) That any development of the site be in accordance with a detailed site plan to be prepared by the developer and subject to the approval of the Development Officer, indicating the location of all buildings, structures, parking areas, driveways, loading areas, signs, exterior lighting, outdoor storage areas, amenity areas, pedestrian circulation elements and other site features. This final site plan is to be attached to the application for the building permit for the respective part or phase of the proposed development.
- c) That the permitted uses of the Integrated Development (ID) Zone be limited to those outlined in the High-Rise Residential (RH) Zone of the Zoning By-law.
- d) That any development of the site shall be subject to Part 9 of the Zoning By-law regarding Uses Permitted in Other Zones.
- e) That the owner, developer and/or successors shall maintain ownership of all proposed stormwater ponds and associated stormwater collection systems (sewer mains, manholes, catch basins, etc). All stormwater related infrastructure shall be considered private.
- f) That an engineered site servicing plan and stormwater submission shall be submitted for the full build out of the development with the Building Permit for "Phase One" of the development, which consists of the six storey multiple unit dwelling. Phase One shall comprise the full inclusive build out of the underground infrastructure and street construction of the proposed Private Street "Via Calabria Street", and the proposed stormwater ponds.
- g) The owner shall convey to the City, not later than April 27, 2021, an easement satisfactory to the City's Development Officer for the purpose of providing access and egress to and from the Land for Public Purpose located at PID 55218119 as well as the City's storm water pond located on the same parcel, existing at the date of the imposition of this condition.
- h) That any gated accesses shall provide a suitable entry mechanism for emergency vehicles and operational vehicles of the City.

That Common Council assent to one or more subdivision plans, in one or more phases, in general accordance with the Conceptual Layout attached for Calabria Estates Subdivision at 40 Mountain View Drive, and with respect to the vesting of any Local Government Services Easements to be determined during detailed design.

MOTION CARRIED.

Moved by Councillor Sullivan, seconded by Councillor Reardon:

RESOLVED that the by-law entitled, "By-Law Number C.P. 111-71, A Law to Amend the Zoning By-Law of The City of Saint John", amending Schedule "A", the Zoning Map of The City of Saint John, by re-zoning a parcel of land having an area of approximately 3.25 hectares, located at 40 Mountain View Drive, also identified as being PID Numbers 00313429 and 00426452, from High-Rise Residential (RH) and Two-Unit Residential (R2) to Integrated Development (ID), be read a third time, enacted, and the Corporate Common Seal affixed thereto.

MOTION CARRIED.

Read a third time by title, the by-law entitled, "By-Law Number C.P. 111-71, A Law to Amend the Zoning By-Law of The City of Saint John."

10.3 Zoning ByLaw Amendment – 86 and 88 Regent Street (3rd Reading) with Section 59 Conditions

Moved by Councillor Sullivan, seconded by Councillor MacKenzie:

RESOLVED that the by-law entitled, "By-Law Number C.P. 111-72, A Law to Amend the Zoning By-Law of The City of Saint John", amending Schedule "A", the Zoning Map of The City of Saint John, by re-zoning a parcel of land having an area of approximately 727 square metres, located at 86 and 88 Regent Street, also identified as PID Numbers 00343178 and 55233597 from Neighbourhood Community Facility (CFN) to Two-Unit Residential (R2), be read.

MOTION CARRIED.

The by-law entitled, "By-Law Number C.P. 111-72 A Law to Amend the Zoning By-Law of The City of Saint John", was read in its entirety.

Moved by Councillor Sullivan, seconded by Councillor Reardon:

RESOLVED that Common Council rescind the Section 39 (now Section 59) conditions imposed on the January 4, 1993 rezoning of the property located at 86 and 88 Regent Street, also identified as PID Numbers 00343178 and 55233597.

MOTION CARRIED.

Moved by Councillor Sullivan, seconded by Councillor Reardon:

RESOLVED that the by-law entitled, "By-Law Number C.P. 111-72, A Law to Amend the Zoning By-Law of The City of Saint John", amending Schedule "A", the Zoning Map of The City of Saint John, by re-zoning a parcel of land having an area of approximately 727 square metres, located at 86 and 88 Regent Street, also identified as PID Numbers 00343178 and 55233597 from Neighbourhood Community Facility (CFN) to Two-Unit Residential (R2), be read a third time, enacted, and the Corporate Common Seal affixed thereto.

MOTION CARRIED.

Read a third time by title, the by-law entitled, "By-Law Number C.P. 111-72 A Law to Amend the Zoning By-Law of The City of Saint John."

10.4 Zoning ByLaw Amendment – 175 Hilyard Street (3rd Reading) with Section 59 Conditions

Responding to a question, the Commissioner advised why the staff recommendation differs from the PAC, stating that additional controls are more streamlined and reduce red tape for investors. The Staff recommendation meets the spirit of the PAC recommendation.

Moved by Councillor Sullivan, seconded by Councillor MacKenzie:
RESOLVED that the by-law entitled, "By-Law Number C.P. 111-73, A Law to Amend the Zoning By-Law of The City of Saint John", amending subsection 11.4(1); amending subsection 11.7(1); and introducing specific development standards for self-storage facilities, to permit a self-storage facility at 175 Hilyard Street and as a permitted use in the Business Park Commercial (CBP) and General Commercial (CG) zones, be read.

MOTION CARRIED.

The by-law entitled, "By-Law Number C.P. 111-73, A Law to Amend the Zoning By-Law of The City of Saint John", was read in its entirety.

Moved by Councillor Sullivan, seconded by Councillor MacKenzie:
RESOLVED that Common Council rescinds the Section 59 conditions imposed on the July 3, 1973 rezoning of the property located at 175 Hilyard Street, also identified as a portion of PID Number 55228118, and amended on October 28, 1991.

That Common Council hereby imposes pursuant to the provisions of Section 59 of the *Community Planning Act* (SNB 2017, c.19) the following condition upon the development and use of the parcel of land having an area of approximately 1.84 hectares, located at 175 Hilyard Street, also identified as PID Number 55228118:

a) All areas of the site not occupied by buildings, driveways, walkways, parking, storage or loading areas must be landscaped by the developer, in accordance with a detailed landscaping plan, subject to the approval of the Development Officer prior to the issuance of a Building Permit. This landscaping plan is to be prepared by the developer or their consultant and submitted for approval with the Building Permit application.

b) That the owner and/or successors shall enter into an agreement with the City to provide a Local Government Services Easement to cover existing City infrastructure located within the parcel.

MOTION CARRIED.

Moved by Councillor Sullivan, seconded by Councillor MacKenzie:

RESOLVED that the by-law entitled, "By-Law Number C.P. 111-73, A Law to Amend the Zoning By-Law of The City of Saint John", amending subsection 11.4(1); amending subsection 11.7(1); and introducing specific development standards for self-storage facilities, to permit a self-storage facility at 175 Hilyard Street and as a permitted use in the Business Park Commercial (CBP) and General Commercial (CG) zones, be read a third time, enacted, and the Corporate Common Seal affixed thereto.

MOTION CARRIED.

Read a third time by title, the by-law entitled, "By-Law Number C.P. 111-73, A Law to Amend the Zoning By-Law of The City of Saint John."

The Mayor and Councillors Merrithew and Strowbridge re-entered the meeting. The Mayor resumed the Chair.

11. Submissions by Council Members

12. Business Matters - Municipal Officers

12.1 Continuous Improvement Initiatives - Verbal Update

The City Manager advised that as part of the Continuous Improvement Initiative each department has been tasked to provide a Continuous Improvement initiative and a Growth Initiative. The following were selected to present an initiative:

Common Clerk – Welcoming Newcomers to Municipal Governance and Elections;

Amy Poffenroth – Unlocking the Barriers to Wood Frame Construction;

Kendall Mason – Exchange of Information within Saint John Water.

Moved by Deputy Mayor McAlary, seconded by Councillor Merrithew:

RESOLVED that the Continuous Improvement Initiatives - Verbal Update be received for information.

MOTION CARRIED.

12.2 Demolition of Vacant, Dilapidated and Dangerous Building at 22 Belgrave Street (PID 55222624)

Catherine Lowe outlined the condition of the building located at 22 Belgrave Street and recommended its demolition.

Responding to a question on whether the property being in the estate of the deceased owner affects the process, the City Solicitor advised the actions of the City are not affected differently.

The Mayor read the cautionary statement as follows:

“The information which has been provided in the Council Kit includes the report of the Building Inspector stating that the building located at 22 Belgrave Street (PID 55222624) is a hazard to the safety of the public by virtue of its being, amongst other things, dilapidated or structurally unsound. Is there present an owner, including anyone holding any encumbrance upon this property, who wishes to present evidence to the contrary, i.e. that the building is structurally sound and not dilapidated?”

No one came forward to present evidence that the building is structurally sound and not dilapidated.

Moved by Deputy Mayor McAlary, seconded by Councillor Armstrong:

RESOLVED that as recommended by the City Manager in the submitted report *M&C 2019-96: Demolition of Vacant, Dilapidated and Dangerous Building at 22 Belgrave Street (PID 55222624)*, Common Council approve the following:

RESOLVED that the buildings located at 22 Belgrave Street, PID# 55222624, are to be demolished as they have become a hazard to the safety of the public by reason of dilapidation; and

BE IT FURTHER RESOLVED that the House is to be demolished as it has become a hazard to the safety of the public by reason of unsoundness of structural strength; and

BE IT FURTHER RESOLVED that one or more by-law enforcement officers appointed and designated under the Saint John Unsightly Premises and Dangerous Buildings and Structures By-law are hereby authorized to arrange for the demolition, in accordance with the applicable City purchasing policies.

MOTION CARRIED.

12.3 Evaluation of Urban Development Incentives and Urban Beautification Grant Policies

Commissioner Hamilton outlined the recommendation by the City Manager.

Moved by Deputy Mayor McAlary, seconded by Councillor MacKenzie:

RESOLVED that as recommended by the City Manager in the submitted report entitled *M&C 2018-84: Evaluation of Urban Development Incentives and Urban Beautification Grant Policies*:

1. Common Council receive and file the evaluation of the 2016-2018 Urban Development Incentives and Beautification Three Year Pilot Programs;
2. Common Council adopt amendments to the Urban Beautification Grant Policy as attached to the submitted report; and,
3. Common Council adopt amendments to the Urban Development Incentive Grant Policy as attached to the submitted report.

MOTION CARRIED.

13. Committee Reports

13.1 2019 Growth Work Plan

Moved by Deputy Mayor McAlary, seconded by Councillor MacKenzie:

RESOLVED that the submitted 2019 Growth Work Plan be received for information.

MOTION CARRIED.

13.2 Saint John Local Immigration Partnership

Moved by Deputy Mayor McAlary, seconded by Councillor MacKenzie:

RESOLVED that as recommended by the Growth Committee in the submitted report entitled *M&C 2019-100: Saint John Local Immigration Partnership*, Common Council adopt the following:

That the City of Saint John apply to Immigration, Refugees and Citizenship Canada for funding to host the Saint John Local Immigration Partnership starting in 2020.

MOTION CARRIED.

13.3 Growth Reserve Fund Request - Dangerous and Vacant Building Program

Moved by Councillor MacKenzie, seconded by Councillor Sullivan:

RESOLVED that as recommended by the Growth Committee in the submitted report entitled *M&C 2019-98: Growth Reserve Fund Request - Dangerous and Vacant Building Program*, Common Council authorize the transfer of \$25,000 from the Growth Reserve Fund to support the enhanced Dangerous and Vacant Building Program for 2019.

MOTION CARRIED.

13.4 Heritage Grant Program Budget and Policy Amendments

Moved by Deputy Mayor McAlary, seconded by Councillor Sullivan:

RESOLVED that as recommended by the Growth Committee in the submitted report entitled *M&C 2019-97: Heritage Grant Program Budget and Policy Amendments*, Council approve the following:

- (1) Common Council authorize the transfer of a maximum of \$80,000 from the Growth Reserve Fund to increase the 2019 Heritage Grant Program operating budget; and,
- (2) Common Council approve amendments to the Heritage Grant Program Policy as outlined in the submitted report.

MOTION CARRIED with Councillor Casey voting nay.

14. Consideration of Issues Separated from Consent Agenda

15. General Correspondence

15.1 Ticket Purchase Request – Hospice 2019 Sun Flower Luncheon

Moved by Deputy Mayor McAlary, seconded by Councillor Sullivan:

RESOLVED that the Ticket Purchase Request – Hospice 2019 Sun Flower Luncheon be approved and the Office of the Common Clerk be directed to purchase tickets for those Council members wishing to attend the event.

MOTION CARRIED.

15.2 Ticket Purchase Request – P.R.O. Kids Annual “Fun” Raising Dinner

Moved by Deputy Mayor McAlary, seconded by Councillor Sullivan:

RESOLVED that the Ticket Purchase Request – P.R.O. Kids Annual “Fun” Raising Dinner be approved and the Office of the Common Clerk be directed to purchase tickets for those Council members wishing to attend the event.

MOTION CARRIED.

15.3 Ticket Purchase Request – Taste of the Maritimes

Moved by Deputy Mayor McAlary, seconded by Councillor Sullivan:

RESOLVED that the Ticket Purchase Request – Taste of the Maritimes be approved and the Office of the Common Clerk be directed to purchase tickets for those Council members wishing to attend the event.

MOTION CARRIED.

16. Supplemental Agenda

17. Committee of the Whole

17.1 Intergovernmental Affairs and Strategic Communications Position

Moved by Deputy Mayor McAlary, seconded by Councillor Reardon:

RESOLVED that as recommended by the Committee of the Whole having met on April 23, 2019 Common Council approve the Contract Position of “Director of Government Relations and Strategic Communications” to be staffed for a one year term, renewable at the discretion of the City Manager.

MOTION CARRIED.

18. Adjournment

Moved by Councillor MacKenzie, seconded by Councillor Sullivan:

RESOLVED that the meeting of Common Council held on Tuesday April 23, 2019, be adjourned.

MOTION CARRIED.

The Mayor declared the meeting adjourned at 8:40 p.m.

216-TAXI

Dear Mayor Don Darling and Saint John city council,

My name is Josh stephenson, I am the owner and operator of 216-Taxi. I am writing you a letter to discuss the 7 year rule of the Taxi coming into effect on June 1st, 2019 and the issues its going to bring for some drivers and customers. I ask that you read this letter throughfully and reconsider the change in age of the vehicle this year.

The first issue is that some drivers are not ready for the year in change and they are being put of work because of it. With the 7 year rule coming into effect this year you not only elimatte 2010 but also 2011, due to this there is some cofusion for drivers what year is appropriate for this year.

The Second issue is the age of the vehicle, I Just went out and bought a brand new vehicle in november and learned painfully how much cars depreciate when you drive them off the lot. I find that the 7 year rule is alot to deal with due to inflation in the cab industry, commerical Insurance is spiking higher then ever and Collision is very costly on a Vehicle with a lean on it. I asking you to consider hitting the brakes and leaving the bylaw at 8 years in Saint John as I believe an 8 year rule would be more reasonable to deal with. Moncton NB has a 8 year rule as well.

The Third Issue is the shortage this may bring to Saint John on June 1st for Taxis with the summer Bar nights and tourism Season around the corner. Due to the 8 year rule now we are already dealing with a shortage of cabs in the city so when it gets put down to 7 years I predict wait times for customers around the city will be longer.

My conclusion on this letter is that if you guys consider keeping the year rule at 8 years it will not hurt anyone. It would make 2011 age worthy and to make it fair to

everyone for keeping one year on the road, you could grandfather anyone who currently has a 2010 in for one more year. Anyone who has 2012 and up will be rewarded with an extra year in service for being ready this year. This will also help with any Taxi shortages this year and less customers will be impacted by this. Keep the age at 8 years this year and everybody will be ready for the year change going forward ,and only 1 year will be eliminated off the road.

In addition I did not write this letter for myself as I operate a 2018. I am writing this letter for the livelihood of drivers in the business and keeping prompt service for customers/tourist in this city. I am not only asking you guys to reconsider the year for the Taxi industry but also for the people of Saint John because I love this city and I care about the future of it.

Thank you for taking your time to read this letter,

Josh Stephenson

COUNCIL REPORT

M&C No.	2019-106
Report Date	April 24, 2019
Meeting Date	May 06, 2019
Service Area	Saint John Water

His Worship Mayor Don Darling and Members of Common Council

SUBJECT: Public Information Session: Chipman Hill (Union Street to King Street) – Water, Sanitary and Storm Sewer Renewal and Street Reconstruction

OPEN OR CLOSED SESSION

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

AUTHORIZATION

Primary Author	Commissioner/Dept. Head	City Manager
<i>Kevin O'Brien</i>	<i>Brent McGovern / Brian Keenan</i>	<i>John Collin</i>

RECOMMENDATION

It is recommended that this report be received and filed.

EXECUTIVE SUMMARY

The purpose of this report is to inform Council of a Public Information Session that will be held in relation to the Chipman Hill (Union Street to King Street) – Water, Sanitary and Storm Sewer Renewal and Street Reconstruction project, and to update Council on the status of the project.

PREVIOUS RESOLUTION

March 11, 2019; Contract 2019-07: Chipman Hill (Union Street to King Street) – Water, Sanitary and Storm Sewer Renewal and Street Reconstruction Awarded.

REPORT

The approved Water & Sewerage Utility Fund and General Fund Capital Programs include projects for the design and renewal of the watermain and sanitary sewer, the installation of a new storm sewer and full street reconstruction on Chipman Hill from Union Street to King Street.

The tender for Chipman Hill has closed and the contract was awarded to TerraEx Inc. at the March 11, 2019 Council meeting. Construction is expected to begin in early June, 2019 and continue until October, 2019. This is a major project that will impact the local area during construction.

It is for these reasons that staff have decided to hold a Public Information Session to allow local residents and business owners an opportunity to view the project design drawings, ask questions and give their feedback. The Public Information Session will be held in the Community Room at the Saint John Police Headquarters at 1 Peel Plaza Street on Wednesday, May 8, 2019, from 2-5 p.m. This report is being provided for the information of Council and to extend an invitation to any Councillors who may wish to attend the Public Information Session.

The Public Information Session will be advertised on the City's website and copies of the attached notice will be delivered door to door in the project area.

STRATEGIC ALIGNMENT

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

SERVICE AND FINANCIAL OUTCOMES

The municipal infrastructure on this street is in poor condition and requires replacement. The renewal of the infrastructure will reduce the likelihood of future service disruptions to the local residents due to infrastructure failures. The storm water and sanitary sewer flows will also be separated on this section of Chipman Hill. In addition, this project provides the opportunity to improve the streetscape with the installation of brick medians.

INPUT FROM OTHER SERVICE AREAS AND STAKEHOLDERS

N/A

ATTACHMENTS

Chipman Hill Public Information Session Notice



The City of Saint John

PUBLIC INFORMATION SESSION

CHIPMAN HILL (UNION STREET TO KING STREET) – WATER, SANITARY AND STORM SEWER RENEWAL AND STREET RECONSTRUCTION

The City of Saint John will be installing new infrastructure on Chipman Hill from Union Street to King Street. There will be new water main, sanitary sewer, and storm sewer installed, including renewal of existing services to each building up to the property line. New concrete curb and sidewalk will be installed and full road reconstruction will be undertaken including the addition of brick medians on both sides of the street.

Construction is planned to begin in June and is expected to continue into October 2019. Prior to construction, another notice will be distributed to inform residents and business owners of the actual construction schedule. Although there will be water interruptions and delays in traffic, it is our intent to keep these inconveniences to a minimum.

This project is part of the City's ongoing commitment to continually improve its infrastructure.

This project is part of the 2019 City of Saint John Water & Sewerage Utility Fund Capital Program and the General Fund Capital Program.

Representatives from the City of Saint John will be available to answer questions related to the project. The public is invited to attend an information session on this project on the following date and times:

Date: Wednesday, May 8, 2019

Time: 2:00 – 5:00 pm

**Location: Community Room - Saint John Police Headquarters
1 Peel Plaza**

For further information about this project contact the City of Saint John at (506) 658-4455.

COUNCIL REPORT

M&C No.	2019-110
Report Date	April 30, 2019
Meeting Date	May 6, 2019
Service Area	Finance and Administrative Services

His Worship Mayor Don Darling and Members of Common Council

SUBJECT: Fleet Replacement Procurement – April 2019

OPEN OR CLOSED SESSION

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

AUTHORIZATION

Primary Author(s)	Commissioner/Dept. Head	City Manager
<i>Kevin Loughery / Chris Roberts</i>	<i>Kevin Fudge / Ian Fogan</i>	<i>John Collin</i>

RECOMMENDATION

It is recommended that Common Council award the purchase of two (2) Tandem Refuse Packers at a total cost of \$600,916.00 plus HST to Saunders Equipment Ltd.

EXECUTIVE SUMMARY

The City manages a fleet of 52 heavy trucks utilized by the City of Saint John and Saint John Water.

Each year, the City's Fleet Services Division works with various City departments and commissions to identify and replace vehicles which have reached the end of their useful service lives. The purpose of this report is to make recommendations to award the latest tendered vehicles and/or equipment which require Common Council approval.

The City currently has over 100 vehicles and equipment past their optimal replacement point (ORP, a calculation based on the age of a vehicle, the odometer reading, overall condition and maintenance cost) and this year, vehicles (some of which are the least reliable and most expensive to maintain) will be replaced through the City's procurement processes.

The two (2) tandem refuse packers in this recommendation are to replace units 644, a 2013 International Packer with an ORP index of 19, and 647, a 2013 International Packer with an ORP index of 17.

The lifetime maintenance cost for unit 644 is \$231,532.53 with \$118,540.96 representing the last two years of use. The lifetime maintenance cost for unit 647 is \$215,381.46 with \$116,642.97 representing the last two years of use.

The total lifetime maintenance costs for both these units are quickly approaching the initial purchase prices and the escalating maintenance costs are expected to continue with continued operation. This unit is also equipped with Navistar MaxxForce Advanced EGR diesel engine, which has traditionally had higher than usual life maintenance costs. The tentative delivery date on the new tandem refuse packers is 38 weeks.

The new tandem refuse packers will also come with an additional piece of equipment, a helping hand. The helping hand is a drop frame, side loading unit adapted for manual, semi-automated or fully-automated refuse or recycling collection operations. This equipment should enable efficiencies in our collection process and reduce repetitive motion and weight strain on staff. It also presents the opportunity to optimize our Fleet and potentially reduce redundant units currently being used to offset the downtime.

PREVIOUS RESOLUTION

Not applicable.

STRATEGIC ALIGNMENT

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

SERVICE AND FINANCIAL OUTCOMES

This purchase is a planned replacement of existing fleet equipment, approved in the 2019 capital budget. The funds specifically are provided for in the fleet reserve, funded from the operating budget.

The specifications allow for vendors to submit proposals of new and/or used equipment to be evaluated using common criteria.

INPUT FROM OTHER SERVICE AREAS AND STAKEHOLDERS – MATERIALS MANAGEMENT

Materials Management facilitated the Request for Proposal (RFP) process to solicit proposals for the Tandem Refuse Packers. As such the RFP closed on March 21, 2019 with the following proponents responding by submitting proposals:

East Coast International
Saunders Equipment Ltd.
Shu-Pak Equipment Inc.

A review committee, consisting of staff from Materials Management, Transportation and Environment Services and Fleet Management reviewed the submissions for completeness and compliance with the RFP requirements and selection criteria consisting of the following:

1. Presentation and Quality of Proposal
2. Compliance with Specifications
3. Delivery Timeframe
4. Service Response Time
5. Value Added
6. Cost

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

Saunders Equipment Ltd.'s proposal was selected as the best proposal based on an overall rating of the evaluation criteria offering a strong overall solution for the City at the lowest cost.

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

ATTACHMENTS

None

COUNCIL REPORT

M&C No.	2019-108
Report Date	April 30, 2019
Meeting Date	May 06, 2019
Service Area	Saint John Water

His Worship Mayor Don Darling and Members of Common Council

SUBJECT: Engineering Services – Musquash Water Pumping Station Upgrades

OPEN OR CLOSED SESSION

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

AUTHORIZATION

Primary Author	Commissioner/Dept. Head	City Manager
<i>Susan Steven-Power</i>	<i>Brent McGovern/Brian Keenan</i>	<i>John Collin</i>

RECOMMENDATION

It is recommended that the proposal from CBCL Limited for engineering services for the Musquash Water Pumping Station Upgrades Project No. 2019-091002P (the “Project”), be accepted as follows:

- a) Design work to be completed by CBCL Limited under the 2019 Capital Program, at a cost of \$426,600 plus HST.
- b) Subject to Common Council’s approval that the funding for the construction component of the Project will be included in the 2020 & 2021 Water & Sewerage Utility Fund Capital Programs, the remainder of the engineering services work (construction management) for the Project is to be carried out by CBCL Limited after Common Council approval of the 2020 & 2021 Capital Programs at a cost of \$397,020 plus HST.

EXECUTIVE SUMMARY

The purpose of this report is to recommend that Council award the Engineering Services for the Musquash Water Pumping Station Upgrades project to CBCL Limited.

PREVIOUS RESOLUTION

July 30, 2018; 2019 Water & Sewerage Utility Fund Capital Program Approved

March 25, 2019; Direct Negotiation Approved

STRATEGIC ALIGNMENT

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

REPORT

BACKGROUND

The approved 2019 Water & Sewerage Utility Fund Capital Program includes projects for floodplain modeling and mapping of the East Branch Musquash Reservoir as well as design of flood proofing/upgrades for the Musquash Water Pumping Station.

A Request for Proposal (RFP) was issued to direct engage CBCL Limited to carry out the following services for the above noted project:

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

PURPOSE

The purpose of this report is to make a recommendation for consulting engineering services for this project.

ANALYSIS

On March 29, 2019 with a comprehensive and detailed scope of work document developed by staff, a proposal for consulting engineering services was requested from CBCL Limited. In response to this request, CBCL Limited submitted a proposal on April 15, 2019. Staff was previously authorized to conduct direct negotiations with this consultant for engineering services for the Musquash Water Pumping Station Upgrades project.

A Review Committee consisting of staff from Materials Management and Saint John Water was formed to evaluate the submission.

Each member completed an independent review of the submission and, subsequently, a Review Committee meeting was held to jointly discuss the information presented in the CBCL Limited proposal. The price contained in the

proposal was also evaluated and staff negotiated with CBCL Limited and settled on an acceptable consultant's fee to submit to Council for approval.

The submission from CBCL Limited met all of the requirements of the request for proposal in a manner acceptable to the Committee, with a cost effective bid for the project.

POLICY – ENGAGEMENT OF ENGINEERING CONSULTANTS

Notwithstanding the City's Procurement Policy for engagement of Professional Services, Common Council has authorized staff with the approval of M&C 2019-55 to conduct direct negotiations for the engagement of an engineering consultant for this project. The costs incurred by the consultant will be paid in accordance with the terms of the Request For Proposal at the rates submitted and accepted in the consultants proposal not to exceed the Recommended Hourly Rates as contained in The Association of Consulting Engineering Companies – New Brunswick fee guideline. The Construction Management component of this project fee is based on an estimated 26 week construction period. The final fee will be calculated based on the actual construction management period.

SERVICE AND FINANCIAL OUTCOMES

The proposed cost of work from CBCL Limited to provide engineering design and construction management services for this project is \$823,620.00 plus HST. This cost is based on an estimated 26-week construction management period and therefore construction management services are included for this 6-month period.

Engineering fees to cover the costs of design and construction management generally do not exceed 15-20% of the total overall project cost, depending on the nature of the project and the engineering services required. This upset fee is approximately 16.0% of the total overall project cost, which is considered appropriate for this type of work.

A total amount of \$450,000 was included in the approved 2019 Water & Sewerage Utility Fund Capital Program for the Musquash Water Pumping Station Upgrades project engineering design (Parts A, B and D) and including flood modeling and analysis. The cost to complete this engineering work from the CBCL Limited proposal is \$426,600 plus HST with a net cost of \$444,884.05 after consideration of the eligible HST rebate as shown in the following table.

Year	Scope	Budget	Proposal Cost After HST Rebate	Federal Funding	City Cost
2019/2020	Part A, B, D including flood modeling	450,000	444,884.05	222,442.02	222,442.03

The funding for the engineering design work is being cost shared 50-50 between Saint John Water and the Federal National Disaster Mitigation Program (NDMP).

The proposed cost for the provision of construction management services from the CBCL Limited proposal is \$397,020 plus HST (based on 2021 hourly rates). It is anticipated that funding for the construction of the project will be included in the 2020 and 2021 Water & Sewerage Utility Fund Capital Program submissions for Council's consideration. Staff will only authorize the Consultant to proceed with work approved under the 2019 Water & Sewerage Utility Fund Capital Program (\$450,000) for now, with the remainder of the engineering services work to be carried out after Council approval of the future Capital Programs.

INPUT FROM OTHER SERVICE AREAS AND STAKEHOLDERS

A Review Committee consisting of staff from Saint John Water and Materials Management was formed to evaluate the submission. Materials Management facilitated the proposal review process.

ATTACHMENTS

N/A

COUNCIL REPORT

M&C No.	2019-102
Report Date	April 16, 2019
Meeting Date	May 06, 2019
Service Area	Saint John Water

His Worship Mayor Don Darling and Members of Common Council

SUBJECT: 2019 Unidirectional Water System Flushing

OPEN OR CLOSED SESSION

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

AUTHORIZATION

Primary Author	Commissioner/Dept. Head	City Manager
<i>Pierre LeBlanc</i>	<i>Brent McGovern</i>	<i>John Collin</i>

RECOMMENDATION

Notwithstanding the City's Procurement Policy for Engagement of Professional Services, it is recommended that Common Council authorize staff to extend the agreement with Aqua Data Atlantic for an additional year (2019) at the same cost as 2018.

EXECUTIVE SUMMARY

The purpose of this report is to request that Common Council authorize staff to extend the Unidirectional Flushing agreement with Aqua Data Atlantic for an additional year (2019) at the same rate as 2018 (\$203,500.00 + \$21,600.00 (traffic control) for a total of \$225,100.00) .

PREVIOUS RESOLUTION

April 09, 2018 M&C 2018-99 Unidirectional Water System Flushing
June 25, 2013; M&C 2013-141 Unidirectional Flushing
2019 Saint John Water Operational Budget

STRATEGIC ALIGNMENT

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

REPORT

BACKGROUND

Unidirectional flushing is a systematic method of flushing drinking water piping by strategically closing valves and opening hydrants to direct water at high velocities through targeted segments of pipe. The purpose of unidirectional flushing is to improve water quality by removing sediment. The key benefit of the unidirectional method is an efficient and effective use of water in comparison with the traditional flushing method.

Since 2005 Saint John Water has contracted Aqua Data Atlantic to design and execute a unidirectional flushing program for portions of the City's water distribution system. The 2012 unidirectional flushing program was the first year the entire water distribution system was flushed utilizing the unidirectional method. Since 2012, Aqua Data Atlantic has designed and executed a yearly unidirectional flushing program of the City's water distribution system, similar to how other utilities in Atlantic Canada (Ex. Moncton, Fredericton, Dieppe, Miramichi, Bathurst, Rothesay, etc.) perform their water system flushing.

The City of Saint John is required to flush water mains annually as per the Approval to Operate issued to the City by the New Brunswick Department of Environment and Local Government. Unidirectional flushing is the maintenance method of choice for the regular cleaning of water pipes and is fully endorsed by the New Brunswick Department of Environment and Local Government. The unidirectional flushing program supports the goal of providing customers safe, clean drinking water.

Unidirectional flushing utilizes specialized software to optimize flow velocities for cleaning distribution piping; yielding quantifiable results. Data is collected by Aqua Data Atlantic throughout the program and a detailed report is submitted to the City upon the completion of the program. The data collected helps to reveal the condition of the water distribution infrastructure and supports decisions made on other programs such as pipe cleaning and lining.

ANALYSIS

During late 2018 and early 2019, staff undertook a continuous improvement project to look at the opportunities associated with insourcing the work associated with unidirectional flushing and while there are opportunities, the value comes if Saint John Water is able to reallocate resources to perform this work during summer months without temporarily backfilling the resources. At this time, with the Safe, Clean Drinking Water Project still underway, Saint John Water does not have the ability to reallocate resources without backfilling.

It should be noted that there is a significant knowledge set that has been developed over the past 14 years by Aqua Data Atlantic and any change in service delivery will need to be gradual and transitional. As well, the city does not own the proprietary software used for the flushing sequences and the City would need to undertake the exercise of establishing all of the various sequences.

In 2019, Saint John Water, while balancing the demands of the SCDWP, will engage staff in the process to begin learning the sequencing and procedures from Aqua Data in preparation for the future consideration of performing this work in-house. Saint John Water intends to have city staff work alongside Aqua Data while they undertake unidirectional flushing in certain areas of the city. If city staff can be made available they would also be tasked with performing the unidirectional flushing of a smaller zone under the direction of Aqua Data staff. This would allow city staff to become familiarized with the flushing process and for Saint John Water to collect additional data for the ongoing continuous improvement project.

Please note Aqua Data Atlantic is the only provider of this specialty service in the Maritime Provinces. Staff has considered work previously completed by Aqua data Atlantic and is confident in their ability to successfully carry out the work on this critical project at a cost effective rate (2018 prices).

SERVICE AND FINANCIAL OUTCOMES

The 2019 Saint John Water Operating Budget includes funding for the engagement of a contractor to execute the 2019 Unidirectional Flushing Program. Funds are budgeted and available for this expenditure.

Aqua Data Atlantic has proposed to extend the Unidirectional Flushing Program for an additional year (2019) at the same cost as the previous year (2018). The price proposed by Aqua Data Atlantic is summarized below:

2019 UDF program \$203,500.00
2019 Traffic Control \$21,600.00
Total cost excluding HST \$225,100.00

This total cost can be broken down by area which will give Saint John Water the flexibility to cancel an area if it is deemed necessary to issue water conservation measures. Please find below breakdown per area:

1. New West - \$38,913.71
2. Sand Cove - \$14,709.01
3. Carleton - \$20,853.28
4. Lakewood - \$9,123.31
5. Cottage Hill - \$23,087.56

6. Central Low - \$10,426.64
 7. East Gravity - \$23,273.75
 8. City Center - \$33,141.82
 9. North End - \$21,222.24
 10. Rockwood - \$4,096.18
 11. Millidgeville - \$26,252.50
- Total cost (excluding HST) \$225,100.00

INPUT FROM OTHER SERVICE AREAS AND STAKEHOLDERS

Staff with Materials Management have reviewed this report and support the recommendations being put forth.

ATTACHMENTS

N/A

COUNCIL REPORT

M&C No.	2019 - 109
Report Date	April 30, 2019
Meeting Date	May 06, 2019
Service Area	Finance and Administrative Services

His Worship Mayor Don Darling and Members of Common Council

SUBJECT: City Market Lease with Naan-Ya Business Restaurant Ltd.

OPEN OR CLOSED SESSION

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

AUTHORIZATION

Primary Author	Commissioner/Dept. Head	City Manager
<i>David Kirkpatrick</i>	<i>Ian Fogan/Kevin Fudge</i>	<i>John Collin</i>

RECOMMENDATION

1. That the City enter into a Lease for Stall “No. 5” in the City Market with Naan-Ya Business Restaurant Ltd., under the terms and conditions as set out in the Lease submitted with M&C 2019 – 109.
2. That the Mayor and Common Clerk be authorized to execute any necessary documents.

EXECUTIVE SUMMARY

City staff and the owner’s/operators of Naan-Ya Business Restaurant Ltd. have reached an agreement that will have the business lease space within Stall “No. 5” of the City Market. The term will be for five (5) years, commencing June 1st, 2019 with an option to renew for an additional five (5) years. Rents will be at market value with the first two months of the term being rent free to offset space build out costs and its up-front investment into the space. The focus of the business will be making and selling freshly prepared authentic Pakistani food consisting of stuffed naan breads and kabobs.

The lease document as attached is standard and consistent with the leases granted to other tenants in the City Market.

PREVIOUS RESOLUTION

N/A

STRATEGIC ALIGNMENT

Providing for entrepreneur opportunities in the City's Uptown Core which aid in creating a livable community that is vibrant and diverse, while providing an integrated approach to economic development. This opportunity provides citizens with a new ethnic meal alternative in the uptown core while diversifying dining options within the Market.

REPORT

City staff has an agreement with a new tenant, Naan-Ya Business Restaurant Ltd. to operate in Stall No. 5 that would commence effective June 1st, 2019. Their sales would be centered on making and selling specialty stuffed naan breads. The initial term is for 5 years with an option to renew for an additional 5 years. There are some renovations required to prepare the space for lease and also some time to set up the business. The attached lease will provide two months' rent free to offset the costs associated with establishing a new business. The lease document is standard and consistent with the leases granted to other tenants in the City Market.

SERVICE AND FINANCIAL OUTCOMES

The operation and presence of Naan-Ya Business Restaurant within the City Market will add to the ethnic vitality offerings in the City's Uptown area. This Lease will generate revenue of approximately \$12,000.00 per annum.

INPUT FROM OTHER SERVICE AREAS AND STAKEHOLDERS

Staff of the City Market and Facility Management has provided input into the preparation of this report and the City's Legal Department has prepared the Lease Agreement.

ATTACHMENT

1. Lease Agreement with Naan-Ya Business Restaurant Ltd.

Form A19
LEASE

Standard Forms of Conveyances Act, S.N.B. 1980, c. S-12, s.2

The parties to this lease are:

The City of Saint John, having its City Hall at 15 Market Square, Saint John, New Brunswick, a body corporate by Royal Charter, confirmed and amended by Acts of the Legislative Assembly of the Province of New Brunswick, the "Lessor"

- and -

NAAN-YA BUSINESS RESTAURANT LTD., 132 Douglas Avenue, Saint John, New Brunswick, E2K 1E4 a corporation, registered under the laws of the Province of New Brunswick, "the Lessee".

The "Rules and Regulations" attached hereto as Schedule "D" and the Form attached hereto as Schedule "D-1" form part of this Lease.

The Lessor leases to the Lessee the premises described in Schedule "A" attached hereto on the following conditions:

Duration:	5 years
Date of Commencement:	_____, 2019
Date of Termination:	_____, 2024
Payment Dates:	First day of each and every month during the term hereof
Place of Payment:	Cashier's Office City Hall Saint John, NB

This lease contains the covenants and conditions which are attached and set out in Schedule "C".

DATED _____, 2019.

SIGNED, SEALED & DELIVERED)	THE CITY OF SAINT JOHN
in the presence of:)	
)	
)	
)	_____
)	Mayor
)	
)	
)	_____
)	Common Clerk
)	
)	Common Council Resolution:
)	_____, 2019
)	
)	
)	Naan-Ya Business Restaurant Ltd.
)	
)	Per:
)	_____
)	
)	
)	And:
)	
)	_____

SCHEDULE “D”

RULES AND REGULATIONS

1. All loading and unloading of goods shall be done only at such times, in the areas, and through the entrances, designated for such purposes by the Landlord.
2. The delivery or shipping of merchandise, supplies and fixtures to and from the Leased Premises shall be subject to such controls as in the judgment of the Landlord are necessary for the proper operation of the Leased Premises and/or the City Market.
3. All garbage and refuse shall be kept in the kind of containers specified by the Landlord and shall not be burned in or about the Leased Premises.
4. No radio, television, telegraphic or telephone or similar device and no water pipe, gas pipe or electric wire shall be installed or connected without obtaining in each instance the written consent of the Landlord. All such connections shall be installed in accordance with the Landlord's direction and without such direction no boring or cutting for wires or pipes shall be permitted.
5. The Tenant will be required to remain open for business as follows:
 - a. Stalls shall be open for business at all times while the market is open to the public.
 - b. Year round stands shall be open for business at all times while the market is open to the public.
6. The plumbing facilities shall not be used for any other purpose than that for which they are intended, and no foreign substance of any kind shall be thrown therein, and the expense of any breakage, stoppage or damage resulting from a violation of this provision shall be borne by the Tenant.
7. The Tenant shall use at the cost of the Tenant a nationally recognized pest extermination contractor.
8. The Tenant, its employees or agents, shall not mark, paint, drill or in any way deface any walls, ceilings, partitions, floors, wood, stone or iron without the written consent of the Landlord.
9. Except as permitted in the lease to which these rules and regulations are annexed, the Tenant shall not permit any cooking in the Leased Premises without the written consent of the Landlord.
10. No aisle, sidewalk, entry, passageway, elevator or staircase shall be obstructed or used by the Tenant, its officers, agents, servants, employees, contractors, customers, invitees or licensees for any purpose other than ingress to and egress from the Leased Premises.
11. The Tenant, its officers, agents, servants, employees, contractors, customers, invitees or licensees shall not bring in or take out, position, construct, install or move any safe or other heavy equipment or furniture without first obtaining the consent in writing of the Landlord. In giving such consent, the Landlord shall have the right in its sole discretion, to prescribe the weight permitted and the position thereof, and the use and design of planks, skids or platforms to distribute the weight thereof. All damage done to the City Market by moving or using any such safe, heavy equipment or furniture shall be repaired at the expense of the Tenant. The moving of all equipment and the furniture shall occur only during those hours when the City Market shall not be open for business or any other time consented to by the landlord.
12. All persons entering and leaving the building in which the Leased Premises are situated must do so during hours the City Market is staffed by City Market employees. The Landlord at its sole discretion may determine the hours the City Market is staffed. Tenants shall register in books if so required by the Landlord when accessing the Market “after Market hours”. The Landlord is under no responsibility for failure to enforce this rule.
13. The Tenant shall not place or cause to be placed any additional locks upon any doors of the Leased Premises without the approval of the Landlord and subject to any conditions imposed by the Landlord.
14. No one shall use the Leased Premises for sleeping apartments or residential purposes, or for the storage of personal effects or articles other than those required for the purposes permitted by the lease to which these rules and regulations are annexed.

SCHEDULE “D”

RULES AND REGULATIONS

Page 2

15. Subject to the Landlord’s providing such service, the Tenant shall permit window cleaners to clean the windows of the Leased Premises from time to time and at reasonable times.
16. Any hand trucks, carryalls or similar appliances used in any building in the Shopping Centre shall be equipped with rubber tires, side guards and such other safeguards as the Landlord shall require.
17. No animals or birds shall be brought into the Leased Premises except as permitted by the lease to which these rules and regulations are annexed.
18. Except as permitted in the lease to which these rules and regulations are annexed, the Tenant shall not permit the delivery of any food or beverage to the Leased Premises without the approval of the Landlord.
19. The Tenant shall not solicit business in the common areas or distribute any handbills or other advertising matter in the common areas or in automobiles parked in the parking areas.
20. The Tenant may only sell merchandise that is approved by the Landlord through their lease or otherwise.
21. The Tenant shall not keep or display any merchandise on or otherwise obstruct the common areas adjacent to the Leased Premises.
22. The Tenant shall not use or permit any of the Leased Premises to be used in such a manner as to cause annoying noises or vibrations or offensive odours.
23. The Tenant is responsible to remove garbage from their premises and deliver to the compactor designated by the Landlord and to place the garbage in the compactor.
24. A set of plans must be presented and the approval must be given by the landlord for any improvements or painting, etc. to the stands (including signs).
25. Merchandise, displays, shelves, etc., are not to exceed the height of the bottom meat hook bars on each stand.
26. No solid dividers are to be placed between the top and bottom meat hook bars.
27. Displays underneath the stands must be set up 6” off the floor on legs or wheels so the floor can be swept and washed down properly.
28. Covers are not to be placed over merchandise on stands without the prior approval of the Landlord.
29. Signage is to be in keeping with the historic character of the City Market and must meet the following criteria:

Materials: Wood and metal are considered to be appropriate materials. Plastic may be used provided that it looks like one of the acceptable materials. Internally-illuminated plastic faced box signs will not be acceptable;

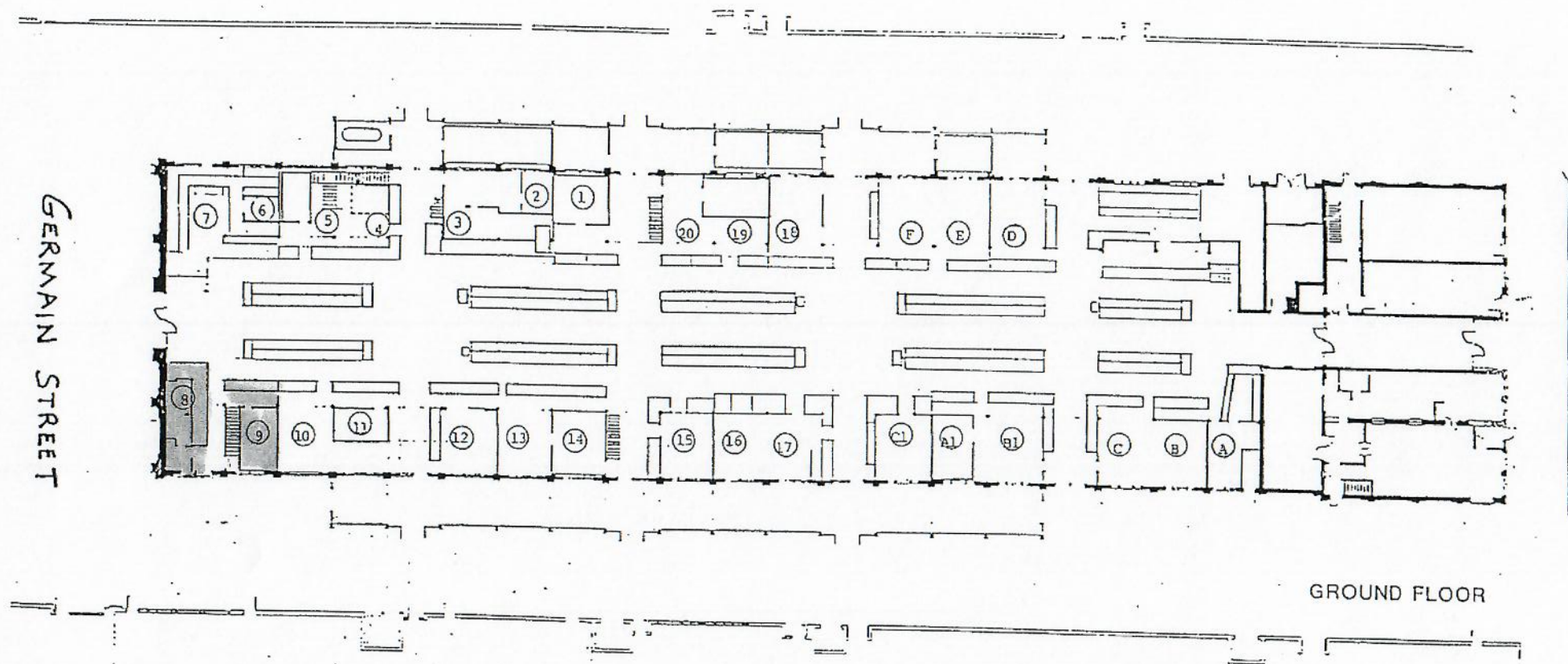
Number of Signs: Each tenancy will be permitted one bench-top sign on each bench (7’-0” length), or one projecting sign on each aisle-side that identifies the business by name and type;

Bench-top Signs: These signs are the preferred primary form of signage. They must be located 1 to 2 inches above the top rail of the bench, and should display the business name. They will consist of a 8” high by 6’-0” long narrow band of material with the lettering printed, painted, composed of individual raised letters, or lettering cut into the material and painted a contrasting colour. The rear may not be used for signage over another tenancy;

Projecting Signs: Projecting signs may be used and shall be constructed as two-sided signs. They may only be located at a bench post, and must be rigidly fastened in place. They shall be vertical in proportion. The maximum size for projecting signs shall be 18” high x 12” wide. Only one per tenancy per aisle side shall be permitted as Business identifications;

Lighted Signs: Not permitted;

Temporary Signs: Any number of signs advertising goods for sale, specials, etc. shall be permitted. They may not exceed 8.5” x 11” in size, and must not excessively obscure the view through the bench between the first and last rail above the bench.

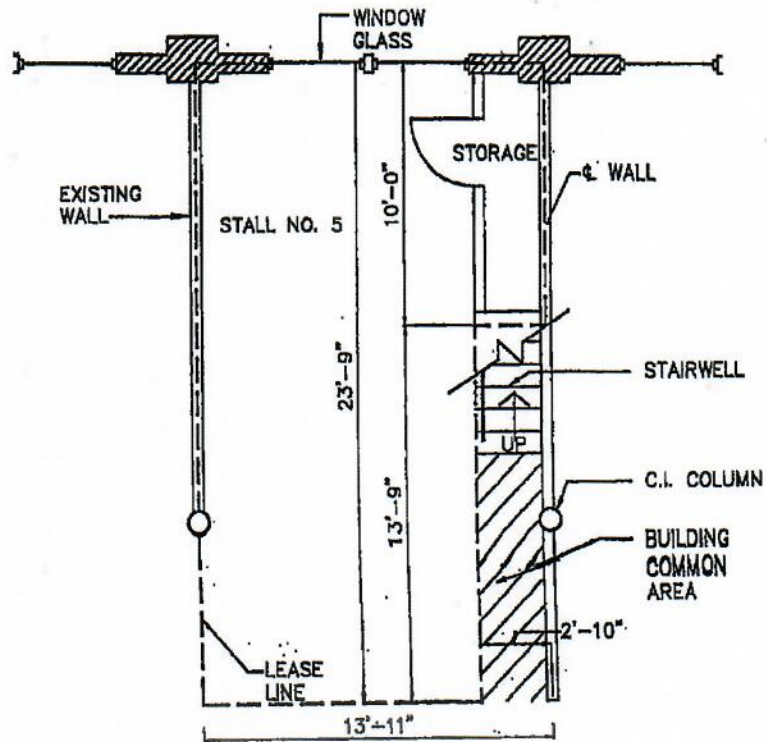


THE CITY MARKET

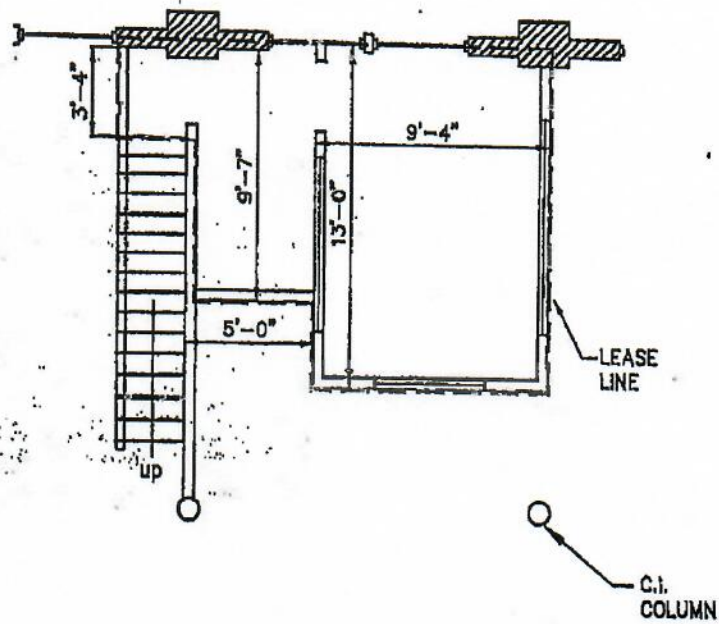
Saint John, N.B.

SCHEDULE A

Page 1 of 2



GROUND FLOOR (LEASEABLE ^{RETAIL} AREA 333 s.f.)
 SCALE: 1/4"=1'-0"



GROUND FLOOR (MEZZANINE AREA 179 S.F.)

**LEASE FOR STALL SPACE
CITY MARKET
NAAN-YA BUSINESS RESTAURANT Ltd.
Doing business under the name NAAN-YA BUSINESS**

SCHEDULE “C”

ARTICLE I

DEFINITIONS

1.01 Definitions

In this lease:

- a) “Additional Rent” means all and any monies required to be paid by the Lessee to the Lessor under or pursuant to the terms of this Lease, save only for Gross Rent;
- b) “Architect” shall mean the architect from time to time named by the Lessor or at the option of the Lessor, the Lessor’s general contractor. Any certificate provided by the Architect and called for by the terms of this Lease shall be final and binding on the parties hereto;
- c) “Commencement Date” means a date determined in accordance with the provisions of Section 2.03;
- d) “Common Areas” means those areas, facilities, utilities, improvements, equipment and installations in the City Market which from time to time are not designated or intended by the Lessor to be leased to tenants of the City Market, and those areas, facilities, utilities, improvements, equipment and installations which serve or are for the benefit of the City Market whether or not located in, adjacent to or near the City Market and which are designated from time to time by the Lessor as part of the Common Areas. Without limiting the generality of the foregoing, Common Areas includes all parking areas, all entrances and exits thereto and all structural elements thereof, access roads, truck courts, driveways, truckways, delivery passages, the roof, exterior weather walls, exterior and interior structural elements and bearing walls in the building and improvements comprising the City Market, package pick-up stations, loading and related areas, pedestrian stairways, ramps, electrical, telephone, meter, valve, mechanical, mail storage service and janitor rooms and galleries, fire preventions, security and communication systems, columns, pipes, electrical, plumbing, drainage, any central system for the provision of heating, ventilating or air conditioning to leaseable premises or any enclosed Common Areas and all other installations, equipment or services located therein or related thereto as well as the structures housing installations, including but not limited to all open and enclosed malls, courts and arcades, public seating and service areas, corridors, furniture, first aid and/or information stations, auditoria, conference rooms, nurseries, childcare play areas and related kitchen and storage facilities, escalators, elevators, public washrooms, music systems and any atrium seating/food court;
- e) “C.P.I.” means the Consumer Price Index (All Items) for Canada (or any index published in substitution for the Consumer Price Index or any other replacement index reasonably designated by the Lessor, if it is no longer published) published by Statistics Canada (or by any successor thereof or any other governmental agency, including a provincial agency);
- f) “Atrium Seating/Food Court” means those portions of the Common Areas designated by the Lessor from time to time for use in support of the operations of any group of premises providing quick food service to customers of the City Market and includes, without limiting the generality of the foregoing, public table and seating areas, waste collection facilities and other areas, facilities and equipment intended for such use;
- g) “HST” means harmonized sales taxes, value-added taxes, multi-stage taxes, business transfer taxes or other similar taxes however they are characterized and any taxes in lieu thereof;
- h) “Hazardous Substances” means any contaminant, pollutant, dangerous substance, potentially dangerous substance, noxious substance, toxic substance, hazardous waste, flammable, explosive or radioactive material, urea formaldehyde foam insulation, asbestos, PCB’s or any other substances or materials that are declared or defined to be hazardous, toxic, contaminants or pollutants in or pursuant to any applicable federal, provincial or municipal statute, by-law or regulation;

- i) “Lessor” includes the Lessor and its successors and assigns;
- j) “Lease” means this indenture of lease and includes any riders and schedules hereto and shall also include any agreements entered into which have the effect of amending this indenture from time to time;
- k) “Leased Premises” means the premises leased to the Lessee as referred to and described in Section 2.01 hereof. Save as mentioned below, the boundaries of the Leased Premises shall extend from the top surface of the structural subfloor to the bottom surface of the structural ceiling. If the Leased Premises have no ceiling abutting the demising walls, but rather are open to the ceiling of the City Market building, the boundaries of the Leased Premises extend from the top surface of the structural subfloor to the height of the demising walls;
- l) “Lease Year” shall mean a period of time commencing on _____ and ending on ____ of the following year. Thereafter Lease Years shall consist of consecutive periods of twelve calendar months ending in each case on _____, save for the last Lease Year of the Term which shall terminate upon the expiration or earlier termination of this Lease, as the case may be.
- m) “Gross Rent” means the annual Gross Rent payable by the Lessee pursuant to Section 3.01;
- n) “Operating Costs” means the total cost and expense incurred in owning, operating, maintaining, managing and administering the City Market and the Common Areas, specifically including without limiting the generality of the foregoing, any capital or place of ownership taxes levied against the Lessor or any owners of the City Market on account of their interest in the City Market, in an amount equitably allocated to the City Market by the Lessor; gardening and landscaping charges; the cost and expenses of taking out the insurance described in Section 9.03; cleaning, snow removal, garbage and waste collection and disposal; lighting, electricity, public utilities, loud speakers, public address and musical broadcasting systems and any telephone answering service used in or serving the City Market, and the cost of electricity and maintenance for any signs designated by the Lessor as part of the Common Areas; policing, security, supervision and traffic control; salaries and benefits of all supervisory and other personnel employed in connection with the City Market and management office rent imputed to the City Market by the Lessor, acting reasonably; Management Fee, the cost of providing additional parking or other Common Areas for the benefit of the City Market, whether such costs be Taxes or other type of costs; the costs and expenses of environmental site reviews and investigations, removal and/or clean-up of Hazardous Substances from the Common Areas; the cost of the rental of any equipment and signs and the costs of supplies used in the maintenance and operation of the City Market and the Common Areas; accounting and audit fees incurred in the preparation of the statements required to be prepared and supplied by the Lessor under the terms of this Lease; heating, ventilating and air conditioning of the Common Areas; all repairs and replacements to and maintenance and operation of the City Market and the Common Areas; depreciation or amortization of the costs, including repair and replacement, of all maintenance and cleaning equipment, master utility meters, and all other fixtures, equipment, and facilities serving or comprising the City Market or the Common Areas; which are not charged fully in the Lease Year in which they are incurred, from the earlier of the date when the cost was incurred or the Commencement Date, at rates on the various items determined from time to time by the Lessor in accordance with sound accounting principles;
- o) “Proportionate Share” means a fraction, the numerator of which is the Rentable Area of the Leased Premises and the denominator of which is the Rentable Area of the City Market;
- p) “Rent” means all Gross Rent and Additional Rent payable pursuant to the terms of this Lease;
- q) “Rentable Area of the Leased Premises” means the area expressed in square feet of all floors of the Leased Premises measured from:
 - i. the exterior face of all exterior walls, doors and windows;
 - ii. the exterior face of all interior walls, doors and windows separating the Leased Premises from Common Areas; if any; and
 - iii. the centre line of all interior walls separating the Leased Premises from adjoining leasable premises.

The Rentable Area of the Leased Premises includes all interior space whether or not occupied by projections, structures or columns, structural or non-structural, and if the

store front is recessed from the lease line, the area of such recess for all purposes lies within the Rentable Area of the Leased Premises.

- r) “Rentable Area of the City Market” means the area in square feet of all rentable premises in the City Market set aside for leasing by the Lessor from time to time, except for any occupancy as designated by the Lessor for which there is no Gross Rent payable. Provided however that the Lessor shall credit to Operating Costs any contributions received in respect of such Operating Costs from the occupants of any of the areas excluded from the Rentable Area of the City Market in accordance with this definition. Provided further that in determining the fraction that is the Lessee’s Proportionate Share, if the Leased Premises consists of any of the foregoing excluded categories, the Rentable Area of that category will be included in the Rentable Area of the City Market;
- s) “Rules and Regulations” means the rules and regulations adopted and promulgated by the Lessor from time to time acting reasonably, including those listed on Schedule “D”;
- t) “City Market” means the lands and premises known by the civic address 47 Charlotte Street, Saint John, New Brunswick, as such lands and premises may be altered, expanded or reduced from time to time and the buildings, improvements, equipment and facilities erected thereon or situate from time to time therein;
- u) “Taxes” means all duties, real property taxes, charges, assessments and payments, from time to time levied, assessed or imposed upon the City Market or any part thereof or upon the Lessor by reason of its ownership of the City Market, by any taxing authority. Taxes shall also include any penalties, late payment or interest charges imposed by any municipality or other taxing authority as a result of the Lessee’s late payments of any taxes or instalments thereof. For greater certainty “Taxes” shall exclude any penalties or interest incurred by the Lessor as a result of its failure to pay Taxes in a timely manner, except Taxes shall include any interest in respect of a deferral of payment in accordance with sound accounting practices if permitted by statute or pursuant to an agreement with the taxing authority; and (ii) income, profit or excess profits taxes of the Lessor;
- v) “Lessee” means the party named as Lessee in this Lease; and
- w) “Term” means the period referred to in Section 2.03.

ARTICLE II

GRANT, TERM AND INTENT

2.01 Leased Premises

In consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the Lessee to be paid, observed and performed, the Lessor demises and leases to the Lessee and the Lessee leases from the Lessor, the Leased Premises. The Leased Premises are presently designated as **Stall No. 5** as shown on Schedule “A” attached hereto and contain a Rentable Area of approximately **Five Hundred and Twelve Square Feet (512 ft²)** which is comprised of approximately **Three Hundred and Thirty Three Square Feet (333 ft²)** of leasable retail area and **One Hundred and Seventy-Nine Square Feet (179 ft²)** of mezzanine area.

2.02 Use of Common Areas

The use and occupation by the Lessee of the Leased Premises shall entitle the Lessee to the use in common with all others entitled thereto of the Common Areas, subject however, to the terms and conditions of this Lease and to reasonable rules and regulations for the use thereof as prescribed from time to time by the Landlord.

2.03 Term of Lease

TO HAVE AND TO HOLD the Leased Premises for and during the term of **six (6) years** to be computed from _____ and fully to be completed and ended on _____ save as hereinafter provided for earlier termination.

PROVIDED THAT if there is any Lessor’s Work or Lessee’s Work to be performed prior to the Lessee opening for business in the Leased Premises or the Leased Premises are occupied by a third party as of the date of this Lease, the Commencement Date shall be the earlier of:

- a) **sixty (60)** days after the Lessor has delivered vacant possession of the Leased Premises to the Lessee notwithstanding that the Lessor may still, during such **sixty (60)** day period, be completing its work; or
- b) the opening by the Lessee to the public of its business in the Leased Premises.

Notwithstanding any change in the Commencement Date calculated in accordance with the preceding provisions hereof, the Terms shall expire on the date set for such expiry in the first paragraph of this Section 2.03, subject always to earlier termination as provided for in this Lease.

PROVIDED THAT upon the Lessor or its Architect giving notice to the Lessee that the Leased Premises are available for the commencement of the Lessee’s Work, the Lessee shall immediately take possession of the Leased Premises and shall occupy same for the purpose of fixturing and installing its inventory, at its own risk, for a period of **zero (0)** days after receipt of such notice or until the Lessee opens for business to the public in the Leased Premises, free of the payment of Gross Rent, and Additional Rent save for the obligation of the Lessee to pay for all utility charges used by the Lessee or consumed in the Leased Premises during the period of such fixturing, and shall during the period from the giving of such notice until the Commencement Date be a tenant in the Leased Premises subject to the same covenants and agreements as are contained in this Lease, mutatis mutandis.

FURTHER PROVIDED THAT NOTWITHSTANDING ANYTHING TO THE CONTRARY, if the Lessor is unable to deliver vacant possession of the Leased Premises to the Lessee for any reason, including but not limited to the holding over or retention of possession of any other lessee or occupant, or the lack of completion of any repairs, improvements or alterations required to be completed before the Lessee’s occupancy of the Leased Premises, then the time for commencement of the Term shall be extended to correspond with the period of delay and the Lessee shall not be entitled to any abatement or diminution of Rent (except that Rent shall not commence to be payable until possession of the Leased Premises is given by the Lessor to the Lessee) nor shall the validity of this Lease or the parties’ respective obligations hereunder be affected. However, if the Lessor does not give vacant possession of the Leased Premises to the Lessee within six (6) months of the date of this Lease, then the Lessor may, at is option, terminate this Lease by written notice to the Lessee and in such event this Lease shall be null and void and of no effect whatsoever. Any deposit paid by the Lessee to the Lessor shall be returned without interest or deduction, and neither party shall have any further liability to the other.

Forthwith, upon the Commencement Date being determined in accordance with the foregoing, the Lessee shall execute an acknowledgement of same on Lessor’s usual form.

The Lessee shall pay all Gross Rent and Additional Rent calculated on a per diem basis, from the **end of the 60 day rent-free period** to the last day of the month in which the Commencement Date occurs and thereafter all payments of Rent shall be made on the first day of each month throughout the Term unless otherwise specified herein.

2.04 Option to Renew

The Lessee shall have the option to renew this Lease for a further one (1) term of five (5) years at the then prevailing market rate by providing written notice of its intention to renew to the Lessor no later than six (6) months prior to the expiration of the Initial Term. In the event that the Lessor and the Lessee do not agree on the then prevailing market rate, such rate may be determined by a single arbitrator appointed by the agreement between the Lessor and the lessee or pursuant to the *Arbitration Act*.

ARTICLE III

RENT AND DEPOSIT

3.01 Gross Rent

The Lessee shall pay annual Gross Rent to the average amount of **Thirty-Four Dollars (\$34.00)** per square foot of leaseable retail area of the Leased Premises. The Gross Rent shall be paid in equal monthly instalments, monthly in advance. According to the following schedule:

Years 1-5	Square feet	Rate	Total
Retail	333	\$34.00	\$11,322.00
Mezzanine	179	\$5.31	\$950.49
Promotion	0.06		\$736.35
Total Annual			\$13,008.84
Monthly			\$1,084.07 +HST

There shall be no Additional Rent payable under this Agreement, save and except monies to be paid under Article VI of this Lease.

3.02 Rent Past Due

If the Lessee fails to pay, when the same is due and payable, any Gross Rent, Additional Rent or other amount payable by the Lessee under this Lease, such unpaid amounts shall bear interest from the due date thereof to the date of payment, compounded monthly at the rate equal to four (4) percentage points in excess of the Prime Rate.

3.03 Deposit

The Lessor acknowledges receipt of **Zero Dollars (\$0.00)** which it will apply towards the payment of Gross Rent for the first and last months of the Term except that the Lessor may apply all or part of the amount retained for application towards the last month's Gross Rent as compensation for any loss or damage arising from the breach by the Lessee of any provisions of this Lease. This right will not be construed to limit the Lessor's other rights under this Lease or at law or to limit the amount recoverable by the Lessor for damages in respect of breaches by the Lessee of this Lease. If the Lessor uses all or part of the deposit for the last month's Gross Rent as provided above, the Lessee will, upon notification by the Lessor, pay to the Lessor the amount required to reimburse it for the amounts so applied. The Lessor will not be required to pay interest to the Lessee on any of the amounts paid to the Lessor or retained by it under this section. The Lessor may deliver the aforesaid deposit to any purchaser of the Lessor's interest in the City Market or any part thereof, whereupon the Lessor will immediately be discharged from any further liability with respect to the deposit. The Lessee will not assign or encumber its interest in the deposit except in connection with a permitted Transfer, in which case the Lessee's interest in the deposit will be deemed to have been assigned to the permitted Transferee as of the date of the Transfer.

3.04 Pre-Authorized Payments

The Lessee shall participate in a pre-authorized payment plan whereby the Lessor will be authorized to debit the Lessee's bank account each month from time to time during each Lease Year in an amount equal to the Gross Rent and Additional Rent payable on a monthly basis, and, if applicable, generally any amount payable provisionally pursuant to the provisions of this Lease on an estimated basis. The Lessor shall sign a form of application which is the same or similar to Schedule “D-1”, or as may be required by the Lessee's bank, credit union or other financial institution.

ARTICLE IV

TAXES

4.01 Taxes Payable by the Lessor

The Lessor shall pay all Taxes which are levied, rated, charged or assessed against the City Market or any part thereof subject always to the provisions of this Lease regarding payment of Taxes by the Lessee. However, the Lessor may defer payment of any such Taxes or defer compliance with any statute, law, by-law, regulation or ordinance in connection with the levying of any such Taxes in each case to the fullest extent permitted by law, so long as it diligently prosecutes any contest or appeal of any such Taxes.

4.02 Taxes Payable by Lessee

- a) The Lessee shall during the Term pay, without any deduction, abatement or set-off whatsoever, all Taxes levied, laid or assessed on or against the Leased Premises;
- b) In the case of assessments for local improvements or betterments which are assessed or imposed during the term and which may by law be payable in instalments, the Lessee shall only be obligated to pay such instalments as same fall due during the Term, together with interest on deferred payments;
- c) In any suit or proceeding of any kind or nature arising or growing out of the failure of the Lessee to keep any covenant contained in this Article, the certificate or receipt of the department, officer or bureau charged with collection of the Taxes, showing that the tax, assessment or other charge affecting the Leased Premises is due and payable or has been paid, shall be prima facie evidence that such tax, assessment or other charge was due and payable as a lien or charge against the Leased Premises or that it has been paid as such by the Lessor;
- d) The Lessee, if allowed by the taxing authority, shall have the right to contest or review by legal proceedings or in such manner as the Lessee in its opinion shall deem advisable (which proceedings or other steps taken by the Lessee shall be conducted diligently at its own expense and free of expense to the Lessor) any and all Taxes levied, assessed or imposed upon or against the Leased Premises or Taxes in lieu thereof required to be paid by the Lessee hereunder. No such contest shall defer or suspend the Lessee's obligations to pay the Taxes as herein provided pending the contest, but if by law it is necessary that such payment be suspended to preserve or perfect the Lessee's contest, then the contest

shall not be undertaken without there being first deposited with the Lessor a sum of money equal to twice the amount of the Taxes that are the subject of the contest, to be held by the Lessor as an indemnity to pay such Taxes upon conclusion of the contest and all costs thereof that may be imposed upon the Lessor or the Leased Premises. Any costs associated with an appeal undertaken by the Lessor, the Lessee shall pay their proportionate share of such costs;

- e) The Lessee upon request of the Lessor will promptly exhibit to the Lessor all paid bills for Taxes which bills after inspection by the Lessor shall be returned to the Lessee.

4.03 HST Payable by Lessee

The Lessee shall pay to the Lessor all HST on Rent and any other HST imposed by the applicable legislation on the Lessor or Lessee with respect to this Lease, in the manner and at the times required by the applicable legislation. Such amounts are not consideration for the rental of space or the provision by the Lessor of any service under this Lease, but shall be deemed to be Rent and the Lessor shall have all of the same remedies for and rights of recovery of such amounts as it has for recovery of Rent under this Lease. If a deposit is forfeited to the Lessor, or an amount becomes payable to the Lessor due to a default or as consideration for a modification of this Lease, and the applicable legislation deems a part of the deposit or amount to include HST, the deposit or amount will be increased and the increase paid by the Lessee so that the Lessor will receive the full amount of the forfeited deposit or other amount payable without encroachment by any deemed HST portion.

4.04 Business Taxes and Other Taxes of Lessee

The Lessee shall pay to the lawful taxing authorities, when the same becomes due and payable:

- a) all taxes, rates, duties, assessments and other charges that are levied, rated, charged or assessed against or in respect of all improvements, equipment and facilities of the Lessee on or in the Leased Premises; and
- b) every tax and license fee which is levied, rated, charged or assessed against or in respect of any business carried on in the Leased Premises or in respect of the use or occupancy thereof

whether in any case any such taxes, rates, duties, assessments or license fees are rated, charged or assessed by any federal, provincial, municipal or other body.

ARTICLE V

UTILITIES

5.01 Utilities

The Lessee shall pay all utilities directly to the utility company, on a metered basis. In the event that a Lessee leases cooler space with the Leased Premises, the Lessee shall pay to the Lessor the Lessee's proportionate share of any utility consumed.

ARTICLE VI

MERCHANTS' ASSOCIATION

6.01 Merchants' Association

If and when an association or corporation of merchants or lessees (the “Association”) is formed comprising tenants of the City Market, the Lessee shall forthwith become a member of such Association or if such an Association has already been formed, the Lessee shall forthwith become a member thereof and the Lessee shall retain its membership in such Association during the entire Term and shall abide by all rules, regulations, by-laws, decisions, directions, dues and assessments of the Association. Such Association shall in no way affect the rights of the Lessor and any by-laws, rules and regulations of such Association shall at all times be subject to the prior approval of the Lessor.

6.02 Promotion Fund

The Lessee shall pay to the Lessor an amount equal to 6% of annual Gross Rent to be paid in twelve (12) monthly instalments each instalment payable on the 1st day of each month during the Term.

ARTICLE VII

CONDUCT OF BUSINESS BY TENANT

7.01 Use of Leased Premises

The Leased Premises shall be used continuously, actively and diligently for the sole purpose of **selling traditional ethnic and fusion tandoor meals primarily focused on stuffed naan bread. The proprietor will also be permitted to sell water, milk and soft drinks.**

The Lessee will not use or permit or suffer the use of the Leased Premises or any part thereof for any other business or purpose. In connection with the business to be conducted by the Lessee on the Leased Premises, the Lessee shall only use the advertised name “**NAAN-YA BUSINESS**” and will not change the advertised name of the business to be operated in the Leased Premises without the prior written consent of the Lessor.

The Lessee shall not introduce new product lines, or offer new services to its customers without first obtaining the written consent of the Lessor. The Lessee acknowledges that it would be reasonable for the Lessor to withhold its consent if the introduction by the Lessee of such product line or service would compete with the business of other tenants in the City Market or infringe on exclusive covenants granted by the Lessor.

Unless otherwise specifically set out in this Lease to the contrary, nothing contained in this Lease shall: (i) confer upon the Lessee the exclusive right to sell or provide in the City Market any of the products or services permitted to be sold or provided from the Leased Premises pursuant to this Section 7.01; nor (ii) prevent the Lessor from leasing any other premises in the City Market to any other tenant(s) carrying on a business which is similar in whole or in part to the business permitted to be carried on from the Leased Premises pursuant to this Section 7.01.

- a) The Lessee acknowledges that its continued occupancy of the Leased Premises and the regular conduct of business therein are of utmost importance to neighbouring tenants and to the Lessor in the renting of space in the City Market, the renewal of other leases therein, the efficient and economic supply of services and utilities, and in the character and quality of other tenants in the City Market. The Lessee therefore covenants and agrees that throughout the Term it will occupy the entire Leased Premises, comply strictly with the provisions of Section 7.01 and not vacate or abandon the Leased Premises at any time during the Term. The Lessee acknowledges that the Lessor is executing this Lease in reliance thereupon and that the same is a material element inducing the Lessor to execute this Lease. The Lessee further agrees that if it vacates or abandons the Leased Premises or fails to so conduct its business therein, or uses or permits or suffers the use of the Leased Premises for any purpose not specifically herein authorized and allowed, the Lessee will be in breach of the Lessee’s obligations under the Lease, and then, without constituting a waiver of the Lessee’s obligations or limiting the Lessor’s remedies under this Lease, all Rent reserved in this Lease will immediately become due and payable to the Lessor unless guaranteed to the satisfaction of the Lessor. The Lessor will have the right, without prejudice to any other rights which it may have under this Lease or at law, to obtain an injunction requiring the Lessee to comply with the provisions of this Section 7.01(b).

7.02 Conduct and Operation of Business

The Lessee shall occupy the Leased Premises from and after the Commencement Date and thereafter shall conduct continuously and actively the business set out in Section 7.01, in the whole of the Leased Premises. In the conduct of the Lessee’s business pursuant to this Lease the Lessee shall:

- a) operate its business with due diligence and efficiency and maintain an adequate staff to properly serve all customers; own, install and keep in good order and condition free from liens or rights of third parties, fixtures and equipment of first class quality; and carry at all times such stock of goods and merchandise of such size, character and quality as will produce the maximum volume of sales from the Leased Premises consistent with good business practices;
- b) conduct its business in the Leased Premises during such hours and on such days as the Lessor from time to time requires or permits and at no other time. However the Lessee is not required or permitted to carry on its business during any period prohibited by any law regulating the hours of business. If the Lessee fails to open during the days and/or hours required by the Lessor, then in addition to all other amounts of Rent payable under this Lease the Lessee shall pay as Additional Rent to the Lessor upon demand as liquidated damages and not as a penalty, an amount equal to two hundred fifty dollars (\$250.00) per

day for each and every day that the Lessee is in default. When not open for business the security of the Leased Premises is the sole responsibility of the Lessee;

- c) keep displays of merchandise in the display windows (if any) of the Leased Premises, and keep the display windows and signs (if any) in the Leased Premises well-lit during the hours the Lessor designates from time to time, acting reasonably;
- d) stock in the Leased Premises only merchandise the Lessee intends to offer for retail sale from the Leased Premises, and not use any portion of the Leased Premises for office, clerical or other non-selling purposes except minor parts reasonably required for the Lessee’s business in the Leased Premises;
- e) abide by all rules and regulations and general policies formulated by the Lessor, acting reasonably, from time to time relating to the delivery of goods to the Leased Premises;
- f) not allow or cause to be committed any waste upon or damage to the Leased Premises or any nuisance or other act or thing which disturbs the quiet enjoyment of any other lessee in the City Market or which unreasonably disturbs or interferes with or annoys any third party, or which may damage the City Market;
- g) not allow or cause to be done any act in or about the Common Areas or the City Market which in the Lessor’s opinion, acting reasonably, hinders or interrupts the City Market’s flow of traffic in any way, obstructs the free movement or parties doing business in the City Market;
- h) not allow or cause business to be solicited in any part of the City Market other than the Leased Premises, nor display any merchandise outside the Leased Premises at any time without the prior written consent of the Lessor;
- i) use the name designated for the City Market by the Lessor from time to time and all insignia or other identifying names and marks designated by the Lessor in connection with the advertising of the business conducted in the Leased Premises. Notwithstanding the foregoing the Lessee will not acquire any rights in such names, marks or insignia and upon the Lessor’s request the Lessee will abandon or assign to the Lessor any such rights which the Lessee may acquire by operation of law and will promptly execute any documents required by the Lessor to give effect to this subparagraph (i);
- j) not install or allow in the Leased Premises any transmitter device nor erect any aerial on the roof of any building forming part of the City Market or on any exterior walls of the Leased Premises or in any of the Common Areas. Any such installation shall be subject to removal by the Lessor without notice at any time and such removal shall be done and all damage as a result thereof shall be made good, in each case, at the cost of the Lessee, payable as Additional Rent on demand;
- k) not use any travelling or flashing lights or signs or any loudspeakers, television, phonograph, radio or other audiovisual or mechanical devices in a manner so that they can be heard or seen outside of the Leased Premises without the prior written consent of the Lessor. If the Lessee uses any such equipment without receiving the prior written consent of the Lessor, the Lessor shall be entitled to remove such equipment without notice at any time and such removal shall be done and all damage as a result thereof shall be made good, in each case, at the cost of the Lessee, payable as Additional Rent on demand;
- l) not install or allow in the Leased Premises any equipment which will exceed or overload the capacity of any utility, electrical or mechanical facilities in the Leased Premises or of which the Lessor has not approved. If the Lessee requires additional utility, electrical or mechanical facilities, the Lessor may in its sole discretion if they are available elect to install them at the Lessee’s expense and in accordance with plans and specifications to be approved in advance in writing by the Lessor;
- m) not bring upon the Leased Premises any machinery, equipment, article or thing that by reason of its weight, size or use, might in the opinion of the Lessor, acting reasonably, damage the Leased Premises or overload the floors of the Leased Premises. Any such machinery, equipment, article or thing shall be subject to removal by the Lessor without notice at any time and such removal shall be done and all damages as a result thereof shall be made good, in each case, at the cost of the Lessee, payable as Additional Rent on demand;
- n) observe and comply with all federal, provincial or municipal laws pertaining to or affecting the Leased Premises, the Lessee’s use of the Leased Premises or the conduct of any business in the Leased Premises, or the making of any repairs, replacements,

alterations, additions, changes, substitutions or improvements of or to the Leased Premises, and the regulations of any insurance underwriters in respect of the insurance maintained by the Lessor in respect of the City Market, and carry out all modifications to the Leased Premises and the Lessee’s conduct of business or in use of the Leased Premises which may be required by any such authorities.

7.03 Prohibited Activities

- a) The Lessee acknowledges that it is only one of many tenants in the City Market and that therefore the Lessee shall conduct its business in the Leased Premises in a manner consistent with the best interests of the City Market as a whole;
- b) The Lessor shall have the right to cause the Lessee to discontinue and the Lessee shall thereupon forthwith discontinue the sale of any item, merchandise, commodity or the supply of any service or the carrying on of any business, any of which is either prohibited by this Section 7.03 or which the Lessor, acting reasonably, determines is not directly related to the business set out in Section 7.01. The Lessee will not allow or cause the use of any part of the Leased Premises for any of the following businesses or activities:
 - i. the sale of secondhand goods or surplus articles, insurance salvage stock, fire sale stock or bankruptcy stock;
 - ii. the sale of goods, except as may be specifically permitted by the provisions of Section 7.01;
 - iii. an auction, bulk sale (other than a bulk sale made to an assignee or sublessee pursuant to a permitted assignment or subletting hereunder), liquidation sale, “going out of business” or bankruptcy sale, or warehouse sale;
 - iv. any advertising or selling procedures which would, or any sale or business conduct or practice which would, because of the merchandising methods or quality of operation likely to be used, in either case in the Lessor’s opinion, tend to lower the character of the City Market or harm or tend to harm the business or reputation of the Lessor or reflect unfavourably on the City Market, the Lessor or other tenants in the City Market or tend to confuse, deceive, mislead or be fraudulent to the public; or
 - v. a mail order business, save and except for dulce and maple products or a department store, junior department store or variety store.

7.04 Hazardous Substances

The Tenant covenants and agrees to utilize the Leased Premises and operate its business in a manner so that no part of the Leased Premises or surrounding lands are used to generate, manufacture, refine, treat, transport, store, handle, dispose of, transfer, produce or process any Hazardous Substance, except in strict compliance with all applicable federal, provincial and municipal statutes, by-laws and regulations, including, without limitation, environmental, land use and occupational and health and safety laws, regulations, requirements, permits, statutes, by-laws and regulations. Further the Lessee hereby covenants and agrees to indemnify and save harmless the Lessor and those for whom the Lessor is in law responsible from any and all losses, costs, claims, damages, liabilities, expenses or injuries caused or contributed to by any Hazardous Substances which are at any time located, stored or incorporated in any part of the Leased Premises. The Lessee hereby agrees that the Lessor or its authorized representatives shall have the right at the Lessee’s expense, payable as Additional Rent within fifteen (15) days of receipt of an invoice therefor, to conduct such environmental site reviews and investigations as it may deem necessary for the purpose of ensuring compliance with this Section 7.04. The Lessee’s obligations pursuant to this Section 7.04 shall survive the expiration or earlier termination of the Term.

ARTICLE VIII

FIXTURES, ALTERATIONS AND REPAIRS AND

LESSOR’S CONTROL OF CITY MARKET

8.01 Installations by the Lessee

All equipment, fixtures and improvements installed by the Lessee in the Leased Premises shall be new or completely reconditioned. The Lessee shall not make any alterations, additions or improvements or install or cause to be installed any trade fixtures, exterior signs, floor covering, interior or exterior lighting, plumbing fixtures, shades or awnings or make any changes to the store front without first obtaining the

Lessor’s written approval and consent. The Lessee shall present to the Lessor plans and specifications in form, content and such detail as the Lessor may reasonably require for such work at the time approval is sought. The Lessee covenants that any work that may be done in respect of the Leased Premises by or on behalf of the Lessee shall be done in such a manner as not to conflict or interfere with any work being done or about to be done by the Lessor in or about the City Market, whether such conflict or interference shall arise in relation to labour unions or otherwise and the Lessee shall obtain all requisite permits, licenses and inspections in respect of any such work done by or on the Lessee’s behalf. Notwithstanding anything herein contained, the Lessee shall make no alterations, additions or improvements that are of a structural nature or that would lessen the value or Rentable Area of the Leased Premises or the City Market, or would interfere with the usage of the Common Areas.

All alterations, decorations, additions and improvements made by the Lessee or made by the Lessor on the Lessee’s behalf by agreement under this Lease shall immediately upon installation or affixation become the property of the Lessor without compensation therefor to the Lessee, but the Lessor shall be under no obligation to repair, maintain or insure the alterations, decorations, additions or improvements. Such alterations, decorations, additions and improvements shall not be removed from the Leased Premises without prior consent in writing from the Lessor. Upon expiration of this Lease, the Lessee shall, at the option of the Lessor, remove all trade fixtures and personal property and shall remove all such alterations, decorations, additions and improvements and restore the Leased Premises as required by the Lessor.

8.02 Maintenance and Repair by the Lessee

The Lessee will at all times keep the Leased Premises (including exterior entrances and all glass and show windows) and all partitions, doors, fixtures, equipment and appurtenances thereof (including lighting, heating and plumbing fixtures, and the electrical and mechanical systems) in good order, condition and repair (including periodic painting or redecorating and preventative maintenance as determined by the Lessor and including such repairs or replacements as are required to keep the Leased Premises in good repair and condition). All aforesaid maintenance, repairs, restorations and replacements shall be in quality and class equal to the original work or installations.

8.03 Signs, Awnings, Canopies

The Lessee will not place or suffer to be placed or maintained on any exterior door, wall or window of the Leased Premises any sign, awning or canopy or advertising matter or other thing of any kind, and will not place or maintain any decoration, lettering or advertising matter on the glass of any window or door of the Leased Premises without first obtaining the Lessor’s written approval and consent. The Lessee further agrees to maintain such sign, awning, canopy, decoration, lettering, advertising matter or other thing as may be approved in good condition and repair at all times, and in addition to the foregoing, the Lessee shall maintain any signs or displays of its goods or wares which may be seen from the exterior of the Leased Premises in a manner which is in keeping with the character of the City Market of which the Leased Premises form a part and which is designed to enhance the business of the Lessee.

8.04 Surrender of Leased Premises

Subject to Article 10.01, the Lessee will leave the Leased Premises in good repair, reasonable wear and tear only excepted. Without limiting the generality of the foregoing, at the expiration or earlier termination of the Term the Lessee shall surrender the Leased Premises in the same condition as the Leased Premises were in upon delivery of possession thereto under this Lease, reasonable wear and tear only excepted, and shall surrender all keys for the Leased Premises to the Landlord at the place then fixed for the payment of Rent and shall inform the Lessor of all combinations on locks, safes and vaults, if any, in the Leased Premises. Should the Lessee fail to remove its fixtures and personal property, such fixtures and personal property shall be deemed to be abandoned by the Lessee and may be appropriated, sold or otherwise disposed of by the Lessor without notice or obligation to compensate the Lessee or to account therefor. The Lessee’s obligations to observe or perform this covenant shall survive the expiration or earlier termination of the Term of this Lease.

8.05 Lessee to Discharge all Liens

The Lessee will ensure that no construction or other lien or charge, or notice thereof, is registered or filed against:

- a) the City Market or any part of it; or
- b) the Lessee’s interest in the Leased Premises or any of the leasehold improvements in the Leased Premises.

by any person claiming by, through, under or against the Lessee or its contractors or subcontractors. If such a lien or charge or notice thereof is registered or filed and the Lessee fails to discharge it within five

(5) days after written notice from the Lessor, the Lessor may discharge it by paying the amount claimed to be due into court or directly to the claimant and the Lessee will pay to the Lessor as Additional Rent on demand all costs (including legal fees) incurred by the Lessor in connection therewith, together with an administrative overhead charge of fifteen percent (15%) thereon.

8.06 Rules and Regulations

The Lessee will comply with the Rules and Regulations. The Lessor reserves the right from time to time to amend or supplement the Rules and Regulations. Notice of such amendments and supplements, if any, shall be given to the Lessee, and the Lessee agrees thereupon to comply with and observe all such amendments and supplements, provided that no Rule or Regulation shall contradict any provision of this Lease. The Lessor shall not be responsible to the Lessee for non-observance or violation of any of the provisions of such Rules and Regulations by any other tenant of the City Market or of the terms of any other lease of premises in the City Market and the Lessor shall be under no obligation to enforce any such provisions. All Rules and Regulations shall be enforced against the Lessee in a non-discriminatory manner.

8.07 Maintenance and Repair by the Lessor

The Lessor shall, subject to the other provisions of this Lease, maintain and repair or cause to be maintained and repaired, the structure of the City Market, including without limitation, the foundations, exterior weather walls, subfloor, roof, bearing walls and structural columns and beams of the City Market. If, however, the Lessor is required to maintain or repair any structural portions or any other portion of the Leased Premises or the City Market by reason of the negligent acts or omissions of the Lessee, its employees, agents, invitees, suppliers, agents and servants of suppliers, licensees, concessionaires or subtenants, the Lessee shall pay on demand as Additional Rent, the Lessor's costs for making such maintenance or repairs, together with an administrative fee of fifteen percent (15%) of such costs. Notwithstanding Clause 8.07 above, the Landlord shall remove existing floor coverings and replace with a commercial grade floor covering and shall also clean and paint the interior walls of Stall 5 on or before June 15, 2018.

8.08 Control of City Market by Lessor

The City Market and the Common Areas are at all times subject to the exclusive control and management of the Lessor. Without limiting the generality of the foregoing, the Lessor has the right in its control, management and operation of the City Market and by the establishment of rules and regulations and general policies with respect to the operation of the City Market or any part thereof at all times throughout the Term to construct, maintain and operate lighting facilities and heating, ventilating and air conditioning systems; provide supervision and policing services for the City Market; close all or any portion of the City Market to such extent as may in the opinion of the Lessor's counsel be legally sufficient to prevent a dedication thereof or the accrual of any rights to any third party or the public; grant, modify and terminate easements or other agreements pertaining to the use and maintenance of all or any part of the City Market; obstruct or close off all or any part of the City Market for the purpose of maintenance, repair or construction, employ all personnel, including supervisory personnel and managers necessary for the operation, maintenance and control of the City Market; use any part of the Common Areas from time to time for merchandising, display, decorations, entertainment and structures designed for retail selling or special features or promotional activities; designate the areas and entrances and the times in, through and at which loading and unloading of goods shall be carried out; control, supervise and generally regulate the delivery or shipping of merchandise, supplies and fixtures to and from the Leased Premises, and other portions of the City Market; designate and specify the kind of container to be used for garbage and refuse in the manner and the times and places at which same is to be placed for collection (if the Lessor for the more efficient and proper operation of the City Market provides or designates a commercial service for the pickup and disposal of refuse and garbage instead of or in addition to the service provided by the municipality, the Lessee shall use same at the Lessee's cost); from time to time change the area, level, location, arrangement or use of the City Market or any part thereof; construct other buildings or improvements in the City Market and make changes to any part thereof; construct other buildings or improvements in the City Market and make changes to any part of the City Market; and do and perform such other acts in and to the City Market as in the use of good business judgment the Lessor determines to be advisable for the more efficient and proper operation of the City Market.

Notwithstanding anything to the contrary, if as a result of the exercise by the Lessor of any of its rights as set out in this Section 8.08, the Common Areas are diminished or altered in any manner whatsoever, the Lessor is not subject to any liability nor is the Lessee entitled to any compensation or diminution or abatement of Rent nor is any alteration or diminution of the Common Areas deemed constructive or actual eviction, or a breach of any covenant for quiet enjoyment contained in this Lease.

8.09 Lessor's Right to Enter Leased Premises

- a) It is not a re-entry or a breach of quiet enjoyment if the Lessor or its authorized representatives enter the Leased Premises at reasonable times to:
 - i. examine them;

- ii. make permitted or required repairs, alterations, improvements or additions to the Leased Premises (including the pipes, conduits, wiring, ducts, columns and other installations in the Leased Premises) or the City Market or adjacent property; or
 - iii. excavate land adjacent or subjacent to the Leased Premises; in each case (to the extent reasonably possible in the circumstances) without unreasonably interfering with the Lessee’s business operations in the Leased Premises, and the Lessor may take material into and on the Leased Premises for those purposes. Rent will not abate or be reduced while the repairs, alterations, improvements or additions are being made. The Lessor will take reasonable steps to minimize any interruption of business resulting from any entry.
- b) At any time during the Term, the Lessor may exhibit the Leased Premises to prospective purchasers and during the six (6) months prior to the expiration of the term of this Lease, the Lessor may exhibit the Leased Premises to prospective tenants and place upon the Leased Premises the usual notice “To Let” which notice the Lessee shall permit to remain where placed without molestation;
- c) If the Lessee shall not be personally present to open and permit an entry into the Leased Premises, at any time, when for any reason an entry therein shall be necessary or permissible, the Lessor or the Lessor’s agents may enter the same by a master key, or may forcibly enter the same, without rendering the Lessor or such agents liable therefor, and without in any manner affecting the obligations and covenants of this Lease;
- d) Nothing in this Section contained, however, shall be deemed or construed to impose upon the Lessor any obligation, responsibility or liability whatsoever for the care, maintenance or repair of the City Market or any part thereof, except as otherwise in this Lease specifically provided.

ARTICLE IX

INSURANCE AND INDEMNITY

9.01 Lessee’s Insurance

- a) The Lessee shall throughout the Term, at its own cost and expense, take out and keep in full force and effect the following insurance:
- i. All-risk insurance upon property owned by the Lessee or for which the Lessee is legally liable (including, signs and plate glass) and which is located within the City Market in an amount of not less than the full replacement cost thereof;
 - ii. Comprehensive General Liability with minimum limits of at least Five Million Dollars (\$5,000,000.00) or such higher limits as the Lessor may reasonably require from time to time. This policy shall include:
 - a) The City added as an Additional Insured;
 - b) Inclusive limits for bodily injury and property damage;
 - c) Personal injury liability;
 - d) Tenant’s Legal Liability;
 - e) Contractual Liability with respect to this Lease;
 - f) Premises, Property and Operations;
 - g) Completed Operations;
 - h) A Cross Liability Clause;
 - i) A Thirty (30) days written notice of Cancellation shall be given to the City of Saint John.
 - iii. The Lessee shall also provide any other form of insurance as the Lessee or the Lessor may reasonably require from time to time in form, in amounts and for insurance risks against which a prudent tenant would insure.
- b) All policies shall be taken out with reputable and recognized insurers acceptable to the Lessor and shall be in a form satisfactory from time to time to the Lessor. The Lessee agrees that certificates

of insurance of each such insurance policy will be delivered to the Lessor as soon as practicable after the placing of the required insurance. All policies shall contain an undertaking by the insurers to notify the Lessor in writing not less than thirty (30) days prior to any material change, cancellation or termination thereof;

- c) The Lessee agrees that if the Lessee fails to take out or keep in force any such insurance referred to in this Section 9.01, or should any such insurance not be approved by the Lessor and should the Lessee not rectify the situation immediately after written notice by the Lessor to the Lessee, the Lessor has the right without assuming any obligation in connection therewith to effect such insurance at the sole cost of the Lessee and all outlays by the Lessor shall be immediately paid by the Lessee to the Lessor as Additional Rent without prejudice to any other rights and remedies of the Lessor under this Lease.

9.02 Increase in Insurance Premium

The Lessee will not allow or cause anything to occur in the Leased Premises which shall cause any increase of premium for any insurance on the Leased Premises or the City Market or any part thereof above the rate for the least hazardous type of occupancy legally permitted in the Leased Premises. If the Lessee is in default under this Section 9.02 the Lessee shall pay any resulting additional premium on any insurance policies taken out or maintained by the Lessor, or if any insurance policy upon the Leased Premises or the City Market or any part thereof shall be cancelled or refused to be renewed by an insurer by reason of the use or occupation of the Leased Premises or any part thereof or the acts or omissions of the Lessee, the Lessee shall forthwith remedy or rectify such use or occupation upon request to do so in writing by the Lessor, and if the Lessee shall fail to do so within twenty-four (24) hours of such written request, the Lessor shall have the right to enter the Leased Premises and rectify the situation, without liability to the Lessee for any loss or damage occasioned by such entry and rectification, or shall be entitled to hold the Lessee liable for any damage or loss resulting from such cancellation or refusal, or the Lessor may at its option determine this Lease forthwith by leaving upon the Leased Premises notice in writing of its intention to do so, and thereupon Rent and any other payments for which the Lessee is liable under this Lease shall be apportioned and paid in full to the date of such determination of the Lease, and together with an amount equal to the Gross Rent payable for a period of one (1) year as liquidated damages, and the Lessee shall immediately deliver up possession of the Leased Premises, a schedule issued by the organization making the insurance rate on the Leased Premises, showing the various components of such rate, shall be conclusive evidence of the several items and charges which make the fire insurance rate of the Leased Premises. Bills for such additional premiums shall be rendered by the Lessor to the Lessee at such times as the Lessor may elect and shall be due from and payable by the Lessee when rendered, and the amount thereof shall be deemed to be and be paid as Additional Rent.

9.03 Loss or Damage

The Lessor shall not be liable for any death or injury arising from or out of any occurrence in, upon, at or relating to the City Market, or damage to property of the Lessee or of others located on the Leased Premises, nor shall it be responsible for any loss of or damage to any property of the Lessee or others from any cause whatsoever, except any such death, injury, loss or damage results from the negligence of the Lessor, its agents, servants or employees or other persons for whom the Lessor is in law responsible. Without limiting the generality of the foregoing, the Lessor shall not be liable for any injury or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain, flood, snow or leaks from any part of the Leased Premises or from the pipes, appliances, plumbing works, roof or subsurface of any floor or ceiling or from the street or any other place or other tenants or persons in the City Market or by occupants of adjacent property thereto, or the public, or caused by construction or by any private, public or quasi-public work. All property of the Lessee kept or stored on the Leased Premises shall be so kept or stored at the risk of the Lessee only and the Lessee shall indemnify the Lessor and save it harmless from any claims arising out of any damages to the same, including, without limitation, any subrogation claims by the Lessor's insurers. In no event shall the Lessor be liable for any injury to the Lessee, its servants, agents, employees, customers and invitees or for any injury or damage to the Leased Premises or to any property of the Lessee, or to any property of any other person, firm or corporation on or about the Leased Premises caused by an interruption, suspension or failure in the supply of any utilities to the Leased Premises.

9.04 Indemnification of the Lessor

The Lessee will indemnify the Lessor, and save harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence in, upon or at the Leased premises, the occupancy or use by the Lessee of the Leased premises or any part thereof, or occasioned wholly or in part by any act or omission of the Lessee, its agents, contractors, employees, servants, licensees, or concessionaires or invitees. In case the Lessor shall, without fault on its part, be made a party to any litigation commenced by or against the Lessee, then the Lessee shall protect and hold it harmless and shall pay all costs, expenses

and solicitors’ and counsel fees on a solicitor and client basis incurred or paid by them in connection with such litigation.

ARTICLE X

DAMAGE, DESTRUCTION AND EXPROPRIATION

10.01 Total or Partial Destruction of Leased Premises

If, during the Term, the Leased Premises are expropriated or totally or partially destroyed or damaged by any cause in respect of which the Lessor is insured, the following provisions shall have effect:

- a) If the Leased Premises are rendered partially unfit for occupancy by the Lessee, Gross Rent only shall abate in part only, in the proportion that the part of the Leased Premises rendered unfit for occupancy by the Lessee bears to the whole of the Leased Premises or if the Leased Premises are rendered wholly unfit for occupancy by the Lessee the Rent hereby reserved shall be suspended in either event until the day following a reasonable period (taking into account the extent of the Lessee’s restoration) following completion of the Lessor’s restoration;
- b) Notwithstanding the provisions of subparagraph (a), if the Leased Premises in the opinion of the Architect shall be incapable of being rebuilt and/or repaired or restored with reasonable diligence within 180 days of the happening of such destruction or damage, then the Lessor may at its option terminate this Lease by notice in writing to the Lessee given within thirty (30) days of the date of such destruction or damage and in the event of such notice being so given this Lease shall cease and become null and void from the date of such destruction or damage and the Lessee shall immediately surrender the Leased Premises and all interest therein to the Lessor and the Rent shall be apportioned and shall be payable by the Lessee only to the date of such destruction or damage and the Lessor may re-enter and repossess the Leased Premises discharged of this Lease;

If the Leased Premises are capable of being rebuilt and/or repaired or restored within 180 days of the happening of such damage or destruction or if within the period of thirty (30) days referred to in Section 10.01(b) the Lessor shall not give notice terminating this Lease, the Lessor shall with reasonable promptitude proceed to rebuild and/or repair or restore the Leased Premises to the extent of the Lessor’s repair obligations under the Lease and the Lessee shall immediately upon substantial completion of the Lessor’s work and, within a reasonable period determined by the Lessor (given the extent of the Lessee’s restoration) complete the restoration of the Leased Premises.

The certificate of the Architect shall bind the parties as to the (i) extent to which the Leased Premises are unfit for occupancy; (ii) time required to rebuild and/or repair or restore the Leased Premises; and (iii) due completion of repairs.

10.02 Total or Partial Destruction of City Market

In the event that a substantial portion of the City Market shall be expropriated or damaged or destroyed by fire or other cause, or in the event the costs as estimated by the Lessor of repairing, restoring or rebuilding will exceed by \$250,000 or more the proceeds of insurance available to the Lessor, notwithstanding that the Leased Premises may be unaffected, or in the event the Lessor shall have the right, to be exercised by notice in writing delivered to the Lessee within sixty (60) days from and after said occurrence, to elect to cancel and terminate this Lease. Upon the giving of such notice to the Lessee, the Term of this Lease shall expire upon the third (3rd) day after such notice is given, and the Lessee shall vacate the Leased Premises and surrender the same to the Lessor.

10.03 Abatement of Rent

Notwithstanding anything herein before contained, all abatements of Rent set out in this Article X shall be limited to an amount equal to the amount which the Lessor collects under any rental income insurance.

10.04 Expropriation Awards

The Lessor and the Lessee will co-operate with each other if there is an expropriation of all or part of the Leased Premises or the City Market, so that each may receive the maximum award that it is entitled to at law. To the extent, however, that a part of the City Market, other than the Leased Premises, is expropriated, the full proceeds that are paid or awarded as a result, will belong solely to the Lessor, and the Lessee will assign to the Lessor any rights that it may have or acquire in respect of the proceedings or awards and will execute the documents that the Lessor reasonably requires in order to give effect to this intention.

ARTICLE XI

STATUS STATEMENT, SUBORDINATION AND ATTORNMENT

11.01 Status Statement

Within fifteen (15) days after request, the Lessee will sign and deliver to the Lessor a status statement or certificate, stating that this Lease is in full force and effect, any modifications to this Lease, the commencement and expiry dates of this Lease, the date to which Rent has been paid, the amount of any prepaid Rent or deposits held by the Lessor, whether there is any existing default and the particulars, and any other information required by the party requesting it.

11.02 Power of Attorney

The Lessee hereby irrevocably appoints the Lessor as the attorney for the Lessee with full power and authority to execute and deliver in the name of the Lessee any instruments or certificates required to carry out the intent of Section 11.01 which the Lessee shall have failed to sign and deliver within fifteen (15) days after the date of a written request by the Lessor to execute such instruments.

ARTICLE XII

TRANSFERS BY LESSEE

12.01 Transfer Defined

“Transfer” means, (i) an assignment, sale, conveyance, sublease, or other disposition of this Lease or the Leased Premises, or any part of them or any interest in this Lease (whether by operation of law or otherwise), or in a partnership that is a Lessee under this Lease, (ii) a mortgage, charge or debenture (floating or otherwise) or other encumbrance of this Lease or the Leased Premises or any part of them, or of any interest in this Lease or of a partnership, or partnership interest, where the partnership is a Lessee under this Lease, (iii) a parting with or sharing of possession of all or part of the Leased Premises, and (iv) a transfer or issue by sale, assignment, bequest, inheritance, operation of law or other disposition, or by subscription of all or part of the corporate shares of the Lessee or an “affiliate” (as that term is defined on the date of this Lease under the *Canada Business Corporations Act*) of the Lessee which results in a change in the effective voting control of the Lessee. “Transferor” and “Transferee” have meanings corresponding to the definition of “Transfer” set out above, (it being understood that for a Transfer described in clause (iv) the Transferor is the person that has effective voting control before the Transfer and the Transferee is the person that has effective voting control after the Transfer).

12.02 Consent Required

The Lessee will not allow or cause a Transfer, without the prior written consent of the Lessor in each instance which consent may not be unreasonably withheld. Notwithstanding any statutory provisions to the contrary, Lessor’s consent shall not be deemed to have been unreasonably withheld where Lessor refuses consent to a Transfer within twenty-four (24) months of either the Commencement Date or a previous Transfer. Without limiting the generality of the foregoing, no Transfer shall be effective and no consent shall be given unless the following provisions have been complied with:

- i. There is no default of the obligations of the Lessee under this Lease;
- ii. The Lessee shall have given at least thirty (30) days’ prior written notice of the proposed Transfer and the effective date thereof to the Lessor;
- iii. A duplicate original of the documents affecting the Transfer shall be given to the Lessor within thirty (30) days after the execution and delivery thereof;
- iv. The Transferee, except in the case of a Transfer described in Section 12.01(iv), shall have assumed in writing with the Lessor the due and punctual performance and observance of all the agreements, provisions, covenants and conditions hereof on the Lessee’s part to be performed or observed from and after the effective date of the Transfer.

The Lessee acknowledges that the factors governing the granting of the Lessor’s consent to any Transfer may include, without limitation, the restrictive clauses entered into with other tenants by the Lessor, the financial background, business history and the capability of the proposed Transferee in the Lessee’s line of business, and the nature of the business practices of the proposed Transferee. The consent by the Lessor to any Transfer shall not constitute a waiver of the necessity for such consent to any subsequent Transfer. If a Transfer takes place, the Lessor may collect rent from the Transferee, and apply the net amount collected to the Rent herein reserved, but no such action shall be deemed a waiver of the requirement to obtain consent or the acceptance of the Transferee as lessee, or a release of the Lessee or any Indemnifier from the further performance by the Lessee of covenants on the part of the Lessee herein contained. Notwithstanding any Transfer, the Lessee shall remain fully liable under this Lease and shall not be released from performing any of the obligations of the Lessee under this Lease.

Any Transfer, if consented to by the Lessor, may at the Lessor’s option be documented by the Lessor or its solicitors, and any and all legal costs and the Lessor’s then-standard fee with respect thereto or to any documents reflecting the Lessor’s consent to the Transfer shall be payable by the Lessee on demand as Additional Rent.

12.03 No Advertising of Leased Premises

The Lessee shall not print, publish, post, display or broadcast any notice or advertisement to the effect that the Leased Premises are for lease or for sale or otherwise advertise the proposed sale or lease of the whole or any part of the Leased Premises and shall not permit any broker or other party to do any of the foregoing, unless the complete text and format of any such notice, advertisement or offer is first approved in writing by the Lessor. Without in any way restricting or limiting the Lessor’s right to refuse any text or format on other grounds, any text or format proposed by the Lessee shall not contain any reference to the rental rate of the Leased Premises.

ARTICLE XIII

DEFAULT OF LESSEE

13.01 Right to Re-Enter

When

- a) the Lessee shall be in default in the payment of any Rent whether lawfully demanded or not and such default shall continue for a period of five (5) consecutive days; or
- b) the Lessee shall be in default of any of its covenants, obligations or agreements under this Lease or of any term or condition of this Lease (other than its covenant to pay Rent) and such default shall continue for a period of fifteen (15) consecutive days or such longer or shorter period as the Lessor, acting reasonably, determines after five (5) days written notice by the Lessor to the Lessee specifying with reasonable particularity the nature of such default and requiring the same to be remedied;

then and in any of such cases the then current month’s Rent, together with the Rent for the three (3) months next ensuing shall immediately become due and payable, and at the option of the Lessor, the Terms shall become forfeited and void, and the Lessor may without notice or any form of legal process whatsoever forthwith re-enter upon the Leased Premises or any part thereof in the name of the whole and repossess and enjoy the same as of its former estate, anything contained in any statute or law to the contrary notwithstanding, provided however, that such forfeiture shall be wholly without prejudice to the right of the Lessor to recover arrears of rent or damages for any antecedent default by the Lessee of its covenants, obligations or agreements under this Lease or any term or condition of this Lease and provided further that notwithstanding any such forfeiture the Lessor may subsequently recover from the Lessee damages for loss of Rent suffered by reason of this Lease having been prematurely determined. In addition, the Lessor shall have the right to remove and sell the Lessee’s goods and chattels and trade fixtures and apply the proceeds thereof to Rent due under the Lease.

13.02 Right to Re-let

Should the Lessor elect to re-enter, as herein provided, or should it take possession pursuant to legal proceedings or pursuant to any notice provided for by law, it may either terminate this Lease or it may from time to time without terminating this Lease, make such alterations and repairs as may be necessary in order to re-let the Leased Premises, and re-let the Leased Premises or any part thereof as agent for the Lessee for such term or terms (which may be for a term extending beyond the Term of this Lease) and at such rental or rentals and upon such other terms and conditions as the Lessor in its sole discretion may deem advisable; upon each re-letting all rentals received by the Lessor from such re-letting shall be applied; first, to the payment of any indebtedness other than rent due hereunder from the Lessee to the Lessor; second, to the repayment of any reasonable costs and expenses of such re-letting, including brokerage fees and solicitors’ fees and of costs of such alterations and repairs; third, to the payment of Rent due as the same may become due and payable hereunder. If such Rent received from such re-letting during any month be less than that to be paid during that month by the Lessee hereunder, the Lessee shall pay any such deficiency to the Lessor. Such deficiency shall be calculated and paid monthly. No such re-entry or taking possession of the Leased Premises by the Lessor shall be construed as an election on its part to terminate this Lease unless a written notice of such intention be given to the lessee or unless the termination thereof be decreed by a court of competent jurisdiction. Notwithstanding any such re-letting without termination, the Lessor may at any time thereafter elect to terminate this Lease for such previous breach. Should the Lessor at any time terminate this Lease for any breach, in addition to any other remedies it may have, it may recover from the Lessee all damages it may incur by reason of such breach, including the cost of recovering the Leased Premises, and including the worth at the time of such termination of the excess, if any, of the amount of Rent and charges equivalent to Rent reserved in this Lease for the remainder of the

Term hereof over the then reasonable rental value of the Leased Premises for the remainder of the Term hereof, all of which amounts shall be immediately due and payable from the Lessee to the Lessor. In determining the Rent which would be payable by the Lessee hereunder, subsequent to default, the annual Rent for each year of the unexpired Term shall be equal to the greater of: (a) the average annual Gross Rent and Percentage Rent payable by the Lessee from the Commencement Date to the time of default or during the preceding three (3) full calendar years, whichever period is shorter; and (b) Gross Rent payable hereunder, together with all Additional Rent which would have been payable during the calendar year in which this Lease was terminated, prorated over a full calendar year, if required.

13.03 Legal Expenses

In case suit shall be brought for recovery of possession of the Leased Premises, for the recovery of Rent or any other amount due under the provisions of this Lease, or because of the breach of any other covenant herein contained on the part of the Lessee to be kept or performed and a breach shall be established, the Lessee shall pay to the Lessor all expenses incurred therefor, including reasonable solicitors' and counsel fees on a solicitor and his client basis.

13.04 Bankruptcy

The Lessee covenants and agrees that if the Term or any of the goods and chattels of the Lessee on the Leased Premises shall be at any time during the Term seized or taken in execution or attachment by any creditor of the Lessee or if a receiver, interim receiver or receiver and manager is appointed for the assets or business of the Lessee or if the Lessee shall make any assignment for the benefit of creditors or any bulk sale or, becoming bankrupt or insolvent, shall take the benefit of any Act now or hereafter in force for bankrupt or insolvent debtors or if any order shall be made for the winding up of the Lessee, or if the Leased Premises shall without the written consent of the Lessor become and remain vacant for a period of fifteen (15) days, or be used by any other persons than such as are entitled to use them under the terms of this Lease, or if the Lessee shall without the written consent of the Lessor abandon or attempt to abandon the Leased Premises or to sell or dispose of goods or chattels of the Lessee or to remove them or any of them from the Leased Premises so that there would not in the event of such abandonment, sale or disposal be sufficient goods on the Leased Premises subject to distress to satisfy the Rent above due or accruing due, then and in every such case the then current month's Rent and the next ensuing three (3) months' Rent shall immediately become due and be paid and the Lessor may re-enter and take possession of the Leased premises as though the Lessee or the servants of the Lessee or any other occupant of the Leased Premises were holding over after the expiration of the Term and the Term shall, at the option of the Lessor, immediately without any notice or opportunity for cure provided to the Lessee, become forfeited and determined, and in every one of the cases above such accelerated Rent shall be recoverable by the Lessor in the same manner as the Rent hereby reserved and if Rent were in arrears and the said option shall be deemed to have been exercised if the Lessor or its agents given notice to the Lessee as provided for herein.

13.05 Lessor May Perform Lessee's Covenants

If the Lessee shall fail to perform any of its covenants or obligations under or in respect of this Lease, the Lessor may from time to time at its discretion, perform or cause to be performed any such covenants or obligations, or any part thereof, and for such purpose may do such things upon or in respect of the Leased Premises or any part thereof as the Lessor may consider requisite or necessary.

All expenses incurred and expenditures made by or on behalf of the Lessor under this Section, together with an administrative fee equal to fifteen (15%) percent thereon, shall be forthwith paid by the Lessee to the Lessor on demand as Additional Rent.

13.06 Waiver of Exemptions from Distress

Despite any applicable Act, legislation or any legal or equitable rule of law: (a) none of the inventory, furniture, equipment or other property at any time owned by the Lessee is exempt from distress; and (b) no lack of compliance with any requirement concerning the day of the week, time of day or night, method of entry, giving of notice, appraising of goods, or anything else, will render any distress unlawful where the Lessee owes arrears of Rent at the time of the distress.

13.07 Remedies Cumulative

No reference to nor exercise of any specific right or remedy by the Lessor will prejudice or preclude the Lessor from exercising or invoking any other remedy in respect thereof, whether allowed at law or expressly provided for in this Lease. No such remedy will be exclusive or dependent upon any other such remedy, but the Lessor may from time to time exercise any one or more of such remedies independently or in combination.

ARTICLE XIV

MISCELLANEOUS

14.01 Overholding

If the Lessee remains in possession of the Leased Premises after the end of the Term and without the execution and delivery of a new lease, there shall be no tacit renewal of this Lease and the Term hereby granted, and the Lessee shall be deemed to be occupying the Leased Premises as a Lessee from month to month at monthly rent payable in advance on the first day of each month equal to the sum of:

- i. one and one half (1 ½) times the Gross Rent payable during the last month of the Term; and
- ii. one-twelfth of the Additional Rent payable by the Lessee for the Lease Year immediately preceding the last Lease Year of the Term;

and otherwise upon the same terms and conditions as are set forth in this Lease, except as to duration of Term, and any right of renewal mutatis mutandis.

14.02 Successors

This Lease applies to the successors and assigns of the Lessor and, if Article XII is complied with, the heirs, executors, administrators and permitted successors and permitted assigns of the Lessee. If there is more than one party named as Lessee, they are jointly and severally liable under this Lease.

14.03 Waiver

Failure by the Lessor to require performance of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or of any other term, covenant or condition herein contained. The subsequent acceptance of Rent hereunder by the Lessor shall not be deemed to be a waiver of any preceding breach of the Lessee of any term, covenant or condition of this Lease, other than the failure of the Lessee to pay the particular rent so accepted, regardless of the Lessor's knowledge of such preceding breach at the time of acceptance of such Rent. No covenant, term or condition of this Lease shall be deemed to have been waived by the Lessor, unless such waiver be in writing by the Lessor.

14.04 Accord and Satisfaction

No payment by the Lessee or receipt by the Lessor of a lesser amount than the monthly Rent herein stipulated shall be deemed to be other than on account of the earliest stipulated Rent, nor shall any endorsement or statement or any cheque or any letter accompanying any cheque or payment as Rent be deemed an accord and satisfaction, and the Lessor may accept such cheque or payment without prejudice to the Lessor's right to recover the balance of such Rent or pursue any other remedy in this Lease provided.

14.05 Entire Agreement

This Lease sets forth all the covenants, promises, agreements, conditions and understandings between the Lessor and the Lessee concerning the Leased Premises and there are no covenants, promises, agreements, conditions or representations, either oral or written, between them other than are herein and in the said schedules and rider, if any, set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon the Lessor or the Lessee unless reduced to writing and signed by them.

14.06 No Partnership

The Lessor does not, in any way or for any purpose, become a partner of the Lessee in the conduct of its business, or otherwise or joint venture or a member of a joint enterprise with the Lessee.

14.07 Force Majeure

In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lock-outs, labour troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Lease, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. Notwithstanding anything herein contained, the provisions of this Section 14.07 shall not operate to excuse the Lessee from the prompt payment of Gross Rent, Additional Rent or any other payments required by the terms of this Lease, nor entitle the Lessee to compensation for any inconvenience, nuisance or discomfort thereby occasioned.

14.08 Notices

Any notice herein provided or permitted to be given by the Lessee to the Lessor shall be sufficiently given if delivered personally to the Common Clerk, or if transmitted by telecopier or if mailed

in Canada, registered and postage prepaid, addressed to the Lessor at: C/O The Common Clerk, The City of Saint John, P. O. Box 1971, 15 Market Square, Saint John, New Brunswick, E2L 4L1, with a copy to Facility Management Division, The City of Saint John, P. O. Box 1971, 15 Market Square, Saint John, New Brunswick, E2L 4L1, and any notice herein provided or permitted to be given by the Lessor to the Lessee shall be sufficiently given if delivered personally to the party being given such notice or to a responsible employee of the party being given such notice, or if transmitted by telecopier or if mailed in Canada, **registered and postage prepaid, addressed to the Lessee at 132 Douglas Avenue Apartment 3, Saint John, N.B., E2K 1E4** Any such notice given as aforesaid shall be conclusively deemed to have been given on the day on which such notice is delivered or transmitted or on the third day that there is postal delivery following the day on which such notice is mailed, as the case may be. Either party may at any time give notice in writing to the other of any change of address of the party given such notice and from and after the giving of such notice the address therein specified shall be deemed to include any request, statement or other writing in this Lease provided or permitted to be given by the Lessor to the Lessee or by the Lessee to the Lessor. If there is more than one party named as Lessee, notice to one shall be deemed sufficient as notice to all.

14.09 Place for Payment of Rent

The Lessee shall pay the Rent. Including all Additional Rent, at the office of the Lessor specified in Section 14.08 or as such place or places as the Lessor may designate from time to time by notice in writing: currently to the Cashier’s Office, City Hall, P. O. Box 1971, 15 Market Square, Saint John, New Brunswick, E2L 4L1.

14.10 Approval in Writing

Wherever the Lessor’s consent is required to be given hereunder or wherever the Lessor must approve any act or performance by the Lessee, such consent or approval, as the case may be, shall be given in writing by the Lessor before same and shall be deemed to be effective.

14.11 Governing Law

The Lease is to be governed by and construed according to the laws of the Province of New Brunswick.

14.12 Captions and Section Numbers

The captions, section numbers and article numbers appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections or articles or of this Lease, nor in any way affect this Lease.

14.13 Partial Invalidity

If any term, covenant or condition of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease and/or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Lease shall be separately valid and enforceable to the fullest extent permitted by law.

14.14 No Option

The submission of this Lease for examination does not constitute a reservation of or option for the Leased Premises and this Lease becomes effective as a Lease only upon execution and delivery thereof by the Lessor and the Lessee.

14.15 Time To Be of the Essence

Time shall be of the essence of this Lease.

14.16 Quiet Enjoyment

The Lessor covenants with the Lessee for quiet enjoyment.

14.17 Riders and Schedules

Schedules attached hereto form part of this Lease.

14.18 Basement Storage Space

Where the Leased Premises includes any area of basement storage space, notwithstanding any provision herein contained, the Lessee acknowledges and agrees that water and sewer lines are located within the basement area of the Leased Premises and that there is a possibility that water and/or sewage

may escape from the lines as a result of breakage, blockage, overflow or other cause, and may cause damage to anything stored in the basement area of the Leased Premises. The Lessee acknowledges and agrees that if it chooses to store anything, whether belonging to it or to others, in the basement area of the Leased Premises, it does so at its own risk and the Lessee hereby releases and indemnifies and saves harmless the Lessor from and against any and all manner of actions, suits, damages, loss, costs, claims and demands of any nature whatsoever relating to or arising out of breakage, blockage, overflow or other problem of the water or sewage lines.



CONSEIL
D'ADMINISTRATION
DES ARTS
de la communauté
de Saint John

Chair / Président
Darren McLeod

Vice-Chair / Vice-président
Stephany Pederson

2nd Vice-Chair / 2e
Carolyn Trecartin

Tim Blackmore

Dr. Joanna Everitt

Jon O'Kane

Donna Reardon

Sandrine Selway

Abigail Smith

Sarah Wilson

*Arts and Culture
Coordinator*
Kate Wilcott

Address
P.O. Box / C.P. 1971
Saint John, NB / N-B E2L 4L1
Tel: 658-2911
culturalaffairs@saintjohn.ca

* Logo based on City Hall
sculpture "Progression" by
Claude Roussel, CM, ONB, RCA

MEMORANDUM

April 30, 2019

Mayor Don Darling, and Members of Council
City of Saint John

Your Worship and Councillors,

Re: 2019 Saint John Community Arts Funding Program

A regular meeting of the Saint John Community Arts Board was held on Thursday, April 18, 2019, to decide the 2019 Community Arts funding grant recipients.

The Saint John Community Arts Board approved the grant amounts to be awarded to each organization or group as per the attached list, totaling \$51,400. Such funding will be covered under the 2019 Saint John Community Arts Funding Program, from the \$70,000 budget allocated by Common Council for the Board's programs.

This year, the board received a request of \$91,675.00 for 32 projects from 27 different organizations. The 25 approved projects represent our diverse arts and cultural community and will add to the growth, prosperity, and vibrancy of the city.

The Community Arts Board recommends that the Council receive and file this letter, and direct the Commissioner of Finance to issue cheques to be distributed to the grants recipients at a forthcoming presentation.

Respectfully Submitted,

Darren McLeod
Chair
Saint John Community Arts Board

Attached: List of grant recipients for 2019

2019 Saint John Community Arts Board Small Grants Recipients

L'Arche Saint John	\$2,500.00	Creative Connections
Early Music Studio	\$3,000.00	Early Music Festival Outreach Concerts
Symphony New Brunswick	\$3,000.00	Music For All
Saint John Tool Library	\$1,500.00	Advanced Workshops
Saint John Theatre Company	\$2,700.00	Loyalist City Shakespeare
ARCf	\$2,500.00	Coup de Coeur
Jewish Historical Society	\$1,800.00	Library events
Third Space	\$2,700.00	Third Shift
Chinese Cultural Association	\$2,000.00	Dance Classes
Campus Radio	\$2,000.00	Best of Saint John Music Awards
Théâtre du Tremolo	\$2,500.00	Fort LaTour production
Saint John Theatre Company	\$2,500.00	Fundy Fringe Festival
Community Autism Centre	\$2,000.00	Art Workshops
NB Film Co-op	\$2,000.00	Documentary
Connection Dance Works	\$2,500.00	Contemporary Dance Festival
Connection Dance Works	\$2,000.00	Lighting Design
Jasmine Performing Arts Group	\$1,000.00	Outreach Performances
Ampersand Collaborations	\$1,000.00	Symposium
InterAction	\$2,500.00	Intergenerational Programs
Fog Lit Festival	\$2,700.00	Fog Lit Festival
YMCA	\$1,000.00	Mural Project
Discover Saint John	\$3,000.00	World Amateur Theatre Festival
Bibliothèque Le Cormoran	\$2,000.00	Évènement Littéraire Francophone
SJ Newcomers Centre	\$1000.00	Multicultural Day



The City of Saint John

PROCLAMATION

WHEREAS: May 5 to 11, 2019 is Emergency Preparedness Week in Canada; and

WHEREAS: Emergency Preparedness Week is designed to increase public awareness of the importance of personal and business preparedness to cope with emergencies; and

WHEREAS: Emergency Preparedness is a shared responsibility in which every person and business can help reduce risks we face by learning how to better prepare ourselves, our families and our community; and

WHEREAS: in times of crises, the City of Saint John, its citizens and businesses, staff and the agencies of the Saint John Emergency Management Organization, have collectively demonstrated their commitment to provide for the safety, health and welfare of citizens, the protection of property and the environment and the ability to respond to emergencies in a highly professional and safe manner; and

WHEREAS: an informed, prepared and cooperative public is vital to effective emergency preparedness planning and emergency response;

NOW THEREFORE: I, *Mayor Don Darling*,  of *Saint John* do hereby proclaim May 5 to 11, 2019, as “Emergency Preparedness Week” in the City of Saint John.

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





The City of Saint John

PROCLAMATION

WHEREAS: the Government of Canada recognizes the week of May 12-18, 2019 as National Police Week; and

WHEREAS: the Saint John Police Force will be recognized as providing exemplary leadership and service reflective of the public safety needs of the community to enhance the quality of life; and

WHEREAS: the Saint John Police Force has grown to be a modern and scientific law enforcement body, which increasingly provides a vital public service; and

WHEREAS: every day, our law enforcement officers render dedicated service to our community; and

WHEREAS: as concerns about crime rise, the way Canadians think about policing transformed. Integration of the creative thinking of law enforcement administrators and academics with a wide body of policy research findings has yielded the concept of community policing. Unlike programs intended to address specific problems faced by law enforcement, community policing calls an all-encompassing change in the way police perform their duties; and

WHEREAS: it is important that all citizens know and understand the problems, duties and responsibilities of their police force, recognize their duty to serve the people by safeguarding life and property, by protecting them against deception and the weak against oppression or intimidation.

NOW THEREFORE: I, **Mayor Don Darling**, of **Saint John** do hereby proclaim the week of May 12 to May 18, 2019, as **National Police Week**, in honour of the men and women whose dedication, professionalism and significant daily contribution keep our citizens and communities safe.

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






The City of Saint John

PROCLAMATION

- WHEREAS:*** The fear of losing one's mind and the fear of losing control of one's body are among the most profound human fears; and
- WHEREAS:*** Both losses occur in Huntington disease, an inherited and fatal brain disorder that strikes in the prime of life; and
- WHEREAS:*** Every child of a parents with Huntington disease faces a 50 percent risk of inheriting this genetic disorder, and there is no effective treatment and no known cure - yet; and
- WHEREAS:*** The Huntington Society of Canada has initiated and supported research into the cause and nature of this fatal disease, and the work of the Society has brought new hope to the people with Huntington disease and families who bear the burden of this affliction; and
- WHEREAS:*** Research continues to offer the promise of early diagnosis, treatment techniques and ultimately a cure for Huntington disease; and
- WHEREAS:*** The month of May will be observed as Huntington Disease Awareness Month in communities across Canada.

NOW THEREFORE: I, ***Mayor Don Darling,***  of ***Saint John*** do hereby proclaim May 2019, as "Huntington Disease Awareness Month" in the City of Saint John and urge all our citizens to lend their support to the Huntington Society of Canada in its efforts to unravel, not only the mystery of Huntington disease, but also a wide range of other genetic, neurological and psychiatric disorders affecting the lives of so many Canadians.

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





SHINING HORIZONS

Therapeutic Riding Association

1690 REDHEAD ROAD, SAINT JOHN



We offer a horseback riding program (equine therapy) to youth from St. Stephen to Sussex with, but not limited to, autism, cerebral palsy, Down syndrome and neuromuscular disorder as a source of enjoyment, therapeutic exercise, and recreational sport.











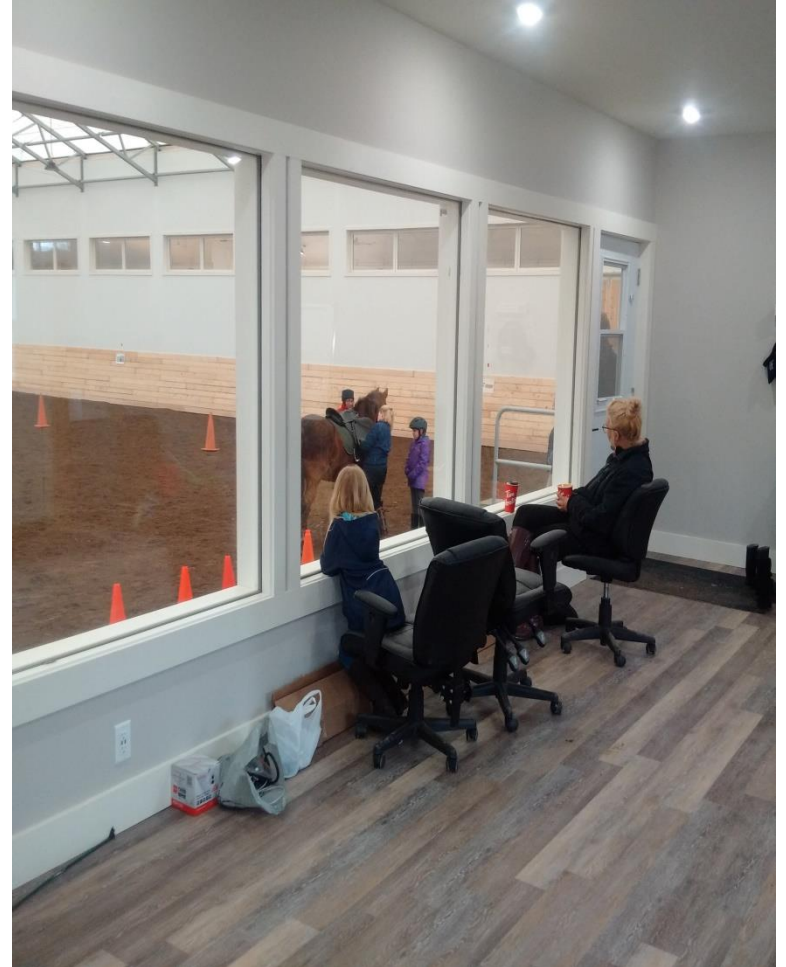


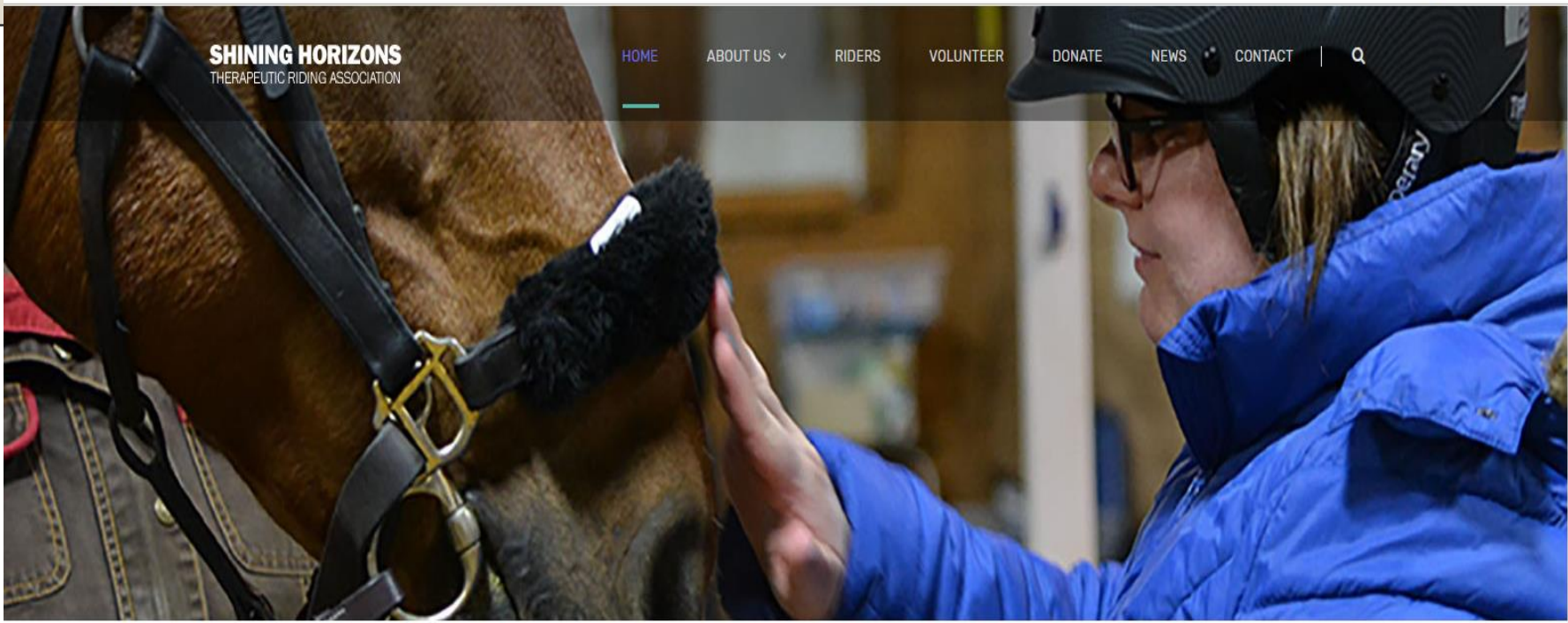












SHINING HORIZONS
THERAPEUTIC RIDING ASSOCIATION

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At Shining Horizons We Love What We Do

We bring together youth with disabilities (both visible and not), trained therapeutic riding horses, and highly qualified trainers for a special experience for both the rider and their family.

Horses are known for being sensitive creatures, in tune with their riders, and regular participation in our program allows for physical, social and emotional development.

COUNCIL REPORT

M&C No.	2019-107
Report Date	May 02, 2019
Meeting Date	May 06, 2019
Service Area	Finance and Administrative Services

His Worship Mayor Don Darling and Members of Common Council

SUBJECT: City of Saint John Climate Change Action Plan

OPEN OR CLOSED SESSION

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

AUTHORIZATION

Primary Author	Commissioner/Dept. Head	City Manager
<i>Chair – Finance Committee</i>	<i>Samir Yammine Ian Fogan Neil Jacobsen Kevin Fudge</i>	<i>John Collin</i>

RECOMMENDATION

It is recommended that Common Council approve the following Climate Change Action Items, subject to the City's Long-Term Financial Plan and required community energy partnerships:

- 1) City of Saint John Corporate GHG and Energy Action Plan attached at Appendix A and,
- 2) City of Saint John Community GHG and Energy Action Plan attached at Appendix B and,
- 3) Corporate GHG Emission Target of 30% by 2025 below 2015 levels and,
- 4) Community GHG Emission Target of 9% by 2025 and 18% by 2035, below 2015 levels and,
- 5) City of Saint John Corporate Operation to be Carbon Neutral by 2040 and,
- 6) City staff to establish a governance structure to manage/monitor the implementation of the community and corporate energy action plan and,
- 7) City of Saint John shall consider climate change impacts and mitigation measures in all future decision to ensure that residents, the built environment and infrastructure are protected and,
- 8) Approve the Declaration on Climate Change.

EXECUTIVE SUMMARY

The purpose of this report is to provide Council with an overall description of the City of Saint John vision, strategy and approach to address climate change across the organization and community at large. Additionally, this report is to seek Council approval to adopt the Community & Corporate GHG Action Plan and GHG emission targets that address Climate change impacts on the City Corporate operation and infrastructure as well as on residents and natural environment. The goal of the City Climate Change Action Plan is to position the City to address climate change impacts while pursuing economic development opportunities and transitioning to low carbon economy.

PREVIOUS RESOLUTION

In May 2016, Common Council (M&C 2016-121) requested staff develop a Community and Corporate GHG action plan to position the City to meet the goal of reducing GHG emissions while pursuing economic development goals

REPORT

The City's location on the Bay of Fundy, the St. John River, and the Kennebecasis River makes the community particularly susceptible to the effects of climate change and rising water levels. Additionally, the rising cost of energy and its impact on the City operating budget and community at large, as well as Canada, along with the commitment to reduce GHG emissions, has prompted many municipalities across Canada, including the City of Saint John, to take the necessary actions to adapt to climate change impacts.

Current Climate Change Actions and Initiatives

The following are a list of initiatives and actions that the City is taking to address climate change:

Municipal Energy Efficiency Program (MEEP)

The City of Saint John has been an early adopter of implementing energy efficiency measures in relation to municipal and water facilities. The City was one of the first, and one of the few, Canadian municipalities in Atlantic Canada to embark on creating a Municipal Energy Efficiency Program (MEEP). The program has been recognized regionally and nationally as best practice. The following are a list of environmental and economic benefits as of 2017:

- Reduced energy cost by over \$2.3 Million
- Reduced Greenhouse Gas Emissions by over 9400 tons of CO₂ or 24%
- Reduce Energy consumption by approximately 8.6 Million KWH and 35,000 GJ of Natural Gas and oil/propane or 30 %

- Received over \$22 Million in Grants & Loans
- Implemented over 100 environmental initiatives

The City of Saint John shall capitalize on the success of the MEEP to transition the Corporate and Community to a low carbon economy as well as address climate change impacts.

Asset Management Policy

In March 2018, Common Council approved the Asset Management Policy that integrates climate change into decision-making on City's infrastructure assets such as roads, buildings, and water and wastewater systems.

The benefits of this policy are as follow:

- Increase the City's opportunity to obtain infrastructure funding from various level of governments and the Federation of Canadian Municipalities (FCM);
- Improve decision-making and risk management processes by considering the vulnerability of City assets to the effects of climate change; and
- Include asset management considerations in the City's capital and operating budget processes to better define and improve the City infrastructure's financial sustainability.

Climate Change Vulnerability Assessment Methodology and Analysis

The City of Saint John will be conducting vulnerabilities assessment on the City's critical assets such as roads, stormwater, buildings, etc. The vulnerabilities of municipal assets to climate events (both historic as well as expected future climate events) will be identified and quantified, and options to mitigate these vulnerabilities will be developed. This will increase the resiliency of municipal infrastructure during climate driven disasters, and will assist the planning and coordination of emergency response measures by the City of Saint John.

Climate Change Adaptation Plan

ACAP Saint John, with support from the Federation of Canadian Municipalities, has spent the past year working to develop a design-focused Climate Change Adaptation Study for three central neighborhoods in Saint John: the Central Peninsula, the Lower-West Side and the North End. This study included identifying three small neighborhood projects that will demonstrate climate adaptation in practice. The recently approved Rain Garden Project in Queen Square West is an example of one of these projects.

In collaboration with the City of Saint John, and through support from New Brunswick's Climate Change Secretariat, ACAP Saint John will also be developing

a Climate Change Adaptation Plan for the City. ACAP has recently initiated the second year of this project. The first year of this project saw the development of a steering committee consisting of stakeholders and city staff, identification of risks and vulnerabilities, and community engagement. The adaptation plan will incorporate Climate Change adaptation strategies for Stormwater management while identifying, assessing and mapping risks and vulnerabilities in the City, and developing adaptation methods to increase resiliency throughout Saint John. The project will provide a robust understanding of climate change related issues for adapting our region and direct both the City of Saint John and ACAP Saint John in on-the-ground adaptation actions and capital investments.

Project findings will be included in revised editions of the Municipal Plan and will influence the future growth and development of City neighborhoods and neighborhood dialogue. In-person discussions and community sessions hosted by both ACAP and the City of Saint John will be the primary means of community engagement and consultation, while ACAP will continue to engage citizens with best practices for Stormwater management and community placemaking projects through its well-established social media networks and local media outlets. Guides to building retrofits, rain-gardens and the value of green infrastructure will also be made available via printed and online materials.

ACAP will present its final Adaptation Plan to Council for adoption by March 2020.

Community Resilience Action Plan

The City of Saint John will work with six municipalities across Canada to develop a climate risk and vulnerability assessment, using a variety of tools/methods. The process will result in recommendations for improving resilience and adapting to climate change, **with a specific focus on the impacts of prolonged outages of energy supply on essential community services**. This project is part of the “Municipalities and Utilities Partnering for Community Resilience” led by QUEST.

QUEST is national organization, best known for its work to advance Smart Energy Communities in Canada, which not only reduce greenhouse gas emissions (GHGs) but also help improve resilience at a local level.

Deliverables:

- Climate risk and vulnerability assessment, with a particular view on the role of energy (Completed).
- Recommendations to improve resilience / reduce risk, with a focus on reducing the impact of climate change on energy / municipal services that depend on energy.
- Strategy to integrate recommendations with existing municipal processes and plans e.g. Climate Change Adaptation Plan, Asset Management Plan, Emergency Plan, etc.

- Access to a network of municipalities from across Canada that are actively working with their utilities to respond to the impacts of climate change.

What was accomplished to date:

- Conducted baseline survey
- Compiled climate data / projections
- Conducted 1st workshop in Saint John, to assess strengths and weaknesses (included presentations and 3 table-top exercises)
- Engaged energy utilities, Emergency Measures, Insurance Bureau, and Department of Environment to share lessons learned
- Conducted Detailed Hazard-Specific Analysis
- Prepared assessment report
- Monthly calls with all 6 participating municipalities

Next steps:

- Submit recommendations for consideration
- Hold workshop #2 to discuss recommendations, identify priorities (June 12, 2019)
- Produce report for each community (Fall 2019)
- Produce a guide for all Canadian Municipalities (December 2019)

Funding:

This project is supported through a grant provided by FCM's Municipalities for Climate innovation Program, Climate Adaptation Partner grants, and funded by the Government of Canada

CORPORATE & COMMUNITY GHG & ENERGY ACTION PLAN

General

In May 2016, Common Council (M&C 2016-121) requested staff to develop a Community and Corporate GHG action plan to position the City to meet the goal of reducing GHG emissions while pursuing economic development goals.

Both plans were completed in January 2019 by involving major community stakeholders in the planning, analysis and development of the action plan, strategy and GHG emission target.

The major stakeholders that were involved in the development of the community GHG plan are as follow:

- Saint John Energy
- Horizon Health
- Province of NB Department of Energy
- Sustainability SJ

- Quest
- Irving Oil
- Canaport LNG
- MCW Consultant
- Fundy Regional Solid Waste
- Commercial Properties
- Atlantica
- City of Saint John Various Departments
- NB Power Energy Efficiency Group
- Province of NB Environment and Local Government
- University of NB SJ Campus

The GHG Action Plan consists of the following:

- Goals
- Greenhouse Gas Emission Inventory
- Emission Reduction Target
- Action Plan and Strategy
- Benefits

Corporate GHG & Energy Action Plan

Goals

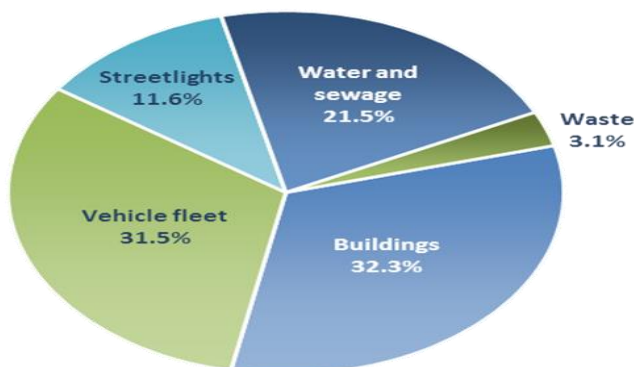
The following are the objectives and goals of the corporate GHG Action Plan:

- Reduce total energy use and GHG emissions
- Help community and business sectors with the lesson learned
- Advise Council and Senior Staff on Energy Policies, Standards, Guidelines and procurement of environmentally sound equipment
- Raise environmental efficiency awareness among staff
- Foster a shift towards low carbon technologies

Greenhouse Gas Emission Inventory

The following are the GHG emission inventory for the City of Saint John Corporate Operation including Fleet and Transit assets

GHG Emissions Breakdown by Sector Type (teCO₂)



Energy Costs and eCO₂ Emission by Source

Energy Type	Total Use	Energy (GJ)	Total Cost (\$)	Total eCO ₂ (t)
Electricity	48,111,540	173,202	4,089,481	13,471
Natural Gas	971,119	38,107	830,015	1,857
CNG	0	0	0	0
Diesel	2,037,035	78,018	2,193,854	5,466
District Energy	0	0	0	0
Ethanol Blend (10%)	0	0	0	0
Biodiesel (B5)	0	0	0	0
Biodiesel (B10)	0	0	0	0
Biodiesel (B20)	0	0	0	0
Fuel Oil	12,767	495	9,703	35
Gasoline	788,719	27,605	806,016	1,924
Propane	180,007	4,556	72,003	278
Waste	-	-	-	744
Total	-	321,983	8,001,071	23,776

Emission Reduction Target

City staff has established a GHG emission target of 30% by 2025 below 2015 levels. The target was established by conducting in house energy analysis and identifying energy saving opportunities for individual municipal and water facilities as well as for the corporate fleet.

	Tons of CO ₂ equivalent	Year	
		Base 2015	Forecast 2025
1 Current Emissions		23 776,2	
2 Reduction Target			30,0%
3 Forecast emissions (target) (line 1- line 4)			16 643,3
4 Total reductions to be achieved (line 1- line 3)			7 132,9

Action Plan and Strategy

City staff has identified various actions and strategies to help achieve the GHG emission target by 2025. Each action/strategy was evaluated in terms of economic and environmental benefits and required capital investment. Further analysis is still required to develop an implementation plan for each strategy. Furthermore, additional action or strategy might be added to help achieve the GHG emission target.

The following are high level actions and strategies for the corporate plan:

- Fleet & Transit Strategy
 - Optimal Vehicle Replacement
 - Idle-free strategy
 - Electric Vehicle
 - Training & Education
- Deep Buildings Energy Retrofit
 - Energy Efficiency Measures
 - Peak Load Shedding
 - Renewable Energy Measures
 - Energy Monitoring & Tracking
 - Training & Education

Benefits

The implementation of the proposed energy saving measures will result in the following environmental and economic benefits:

- Over \$2.2 Million annual savings
- 7,132 Tonnes of CO₂ annually
- Carbon saving \$356,000 (Assuming \$50 per Tonnes of CO₂)
- Over \$300,000 annually saving in maintenance
- Displace over 250,000 GJ of NG (25 Years) and 360,000 liter of gasoline & diesel annually
- Divert over \$50 Million (lifetime of the project) in energy into the local economy

The City has already implemented some of these measures in 2016/2017 and have resulted in the following early benefits:

- 9.7% reduction in GHG emission
- 2,295.8 Tonnes of CO₂
- \$229,000 annually

Community GHG & Energy Action Plan

Goals

The following are the objectives and goals of the community GHG Action Plan:

- Foster a shift towards low carbon technologies
- Increase energy efficiency for new and existing buildings
- Build awareness about energy investment and create a culture of energy conservation among residents, business, institutions, and industry
- Build knowledge, skills and technical capacity through partnerships
- Develop collaboration between the various community stakeholders

GHG Emission Inventory

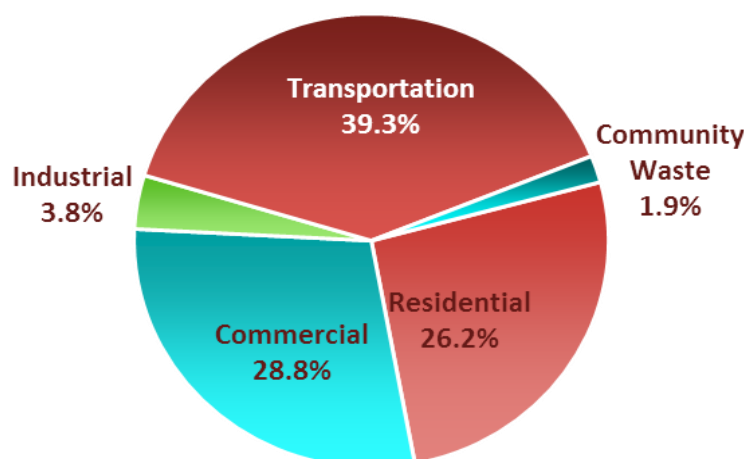
The following are the GHG emission for Saint John Community excluding large industries:

• Community Inventory Summary

Energy Usage and eCO₂ Emission by Source

Energy type	Total Use	Cost	Energy (GJ)	Total eCO ₂ (t)
Electricity	955,491,860	\$ 95,549,186.00	3,439,771	267,538
Fuel Oil	29,536,412	\$ 23,629,129.90	1,146,013	80,787
Natural Gas	10,391,032	\$ 238,993,733.33	407,744	19,770
Diesel - Buildings	0		0	0
Heavy fuel oil	2,958,875	\$ 1,479,437.74	125,752	9,306
Propane - Buildings	4,420,006	\$ 1,989,002.79	111,870	6,825
District Energy	0		0	0
Gasoline	68,613,182	\$ 80,963,555.30	2,401,461	167,384
Diesel - transportation	32,599,587	\$ 38,467,512.07	1,248,564	87,479
Ethanol Blend (10%)	686,446	\$ 810,006.09	23,229	1,507
Biodiesel (B5)	0		0	0
Biodiesel (B10)	0		0	0
Biodiesel (B20)	0		0	0
Propane - transportation	12,441		315	19
CNG	1,266		48	4
Waste	-		-	12,534
Total	1,104,711,108	\$ 481,881,563.22	8,904,768	653,152.0

GHG Emissions Breakdown by Sector Type (teCO2)



Emission Reduction Target

City staff, in cooperation with the various stakeholders, has established a GHG emission target of 9% by 2025 and 18% by 2035 below 2015 levels. The target was established by identifying energy saving opportunities for the various sectors: Transportation, Energy Efficiency, Renewal Energy Opportunities, along with others.

Community Energy & GHG Action Plan

Baseline and Target

Tons of CO2 equivalent		Year	
		Base 2015	Forecast 2025
			Forecast CGHGEP 2035
1	Current Emissions	653,152	
2	Community Emissions Forecast (BAU Scenario)		650,906
3	Reduction Target		9.0%
4	Forecast emissions (target) (line 1 - line 5)		594,368
5	Total reductions to be achieved (line 1 - line 4)		58,784
6	Total reductions to be achieved (Including BAU Scenario)		56,538
			113,075

Action Plan and Strategy

City staff in cooperation with the various stakeholders such as Saint John Energy, Quest, NB Power Energy Group, Irving Oil, etc. has identified various actions and strategies to help achieve the GHG emission target by 2025. Each action/strategy was evaluated in terms of economic and environmental benefits and required capital investment. Further analysis is still required to develop an

implementation plan for the individual strategies. Furthermore, additional action and strategies might be added in order to achieve the GHG emission target.

The following are high level actions and strategies for the community plan:

- **Local Renewable Energy Production**
 - Renewable energy resources (Wind & Solar) of 6% of SJE's total energy by 2025
 - District Energy System
 - Improve SJE Load Factor from 71% to 75%
 - SJE System efficiency (2% by 2030)
- **Transportation**
 - Idle-free Strategy
 - Electric Vehicle Community Program (220 Vehicle by 2025)
 - Fuel Efficiency Driving
 - Efficient & Compact Vehicles
- **Energy Efficiency**
 - LED Lighting (60%)
 - Energy Efficiency Products (HP, DHW) for residential (25%/10%)
 - Energy Efficiency for commercial and residential (15%/10%)
 - Clean Energy Conversion (15%/10%)
- **Clothesline Program**

Benefits

The implementation of the proposed energy saving measures will result in the following environmental and economic benefits to the community:

- Over \$44 Million annual savings
- 56,000 Tonnes of CO₂ annually
- Carbon saving \$2.8 Million (Assuming \$50 per Tonnes of CO₂)
- Displace over 1 Million of NG annually and 7.5 Million liter of gasoline & diesel annually
- Divert over \$1.1 Billion (25 years) in energy into the local economy
- Local Green Energy Jobs

NEXT STEPS

Following is a list of action items that must be completed prior to implementing the proposed strategies for the corporate and community GHG action plans:

- Present the Plan to the Community
- Develop an Implementation and Monitoring Plan
- Establish a Governance Structure
- Prioritize the list of the Corporate projects
- Solicit Federal and Provincial Funding

STRATEGIC ALIGNMENT

The current climate change action strategies to address climate change mitigation and adaptation are clearly aligned with the following City plans, policies, Council Priorities, and provincial and federal government's strategy:

Plan SJ

- Reduces the City's ecological footprint and strives toward greater long term environmental sustainability for future generations
- Conserves energy and reduces energy use through sustainable building design, alternative energy systems and reduced auto dependence
- Develops effective policy on climate change and integrates mitigation and adaptation actions that can be influenced through land use policy
- Working with the Government of New Brunswick, the Government of Canada and relevant agencies to reduce local emissions of greenhouse gases

Integrated Community Sustainability Plan (ICSP)

- Saint John leads the nation as an example of a sustainable community
- Sustainability Themes on the Environment: We have an inherent responsibility and are dedicated to living in balance with our natural settings and decreasing our demands on finite natural resources

Council Priorities

Value Service Delivery: Saint John invests in sustainable City Services and municipal infrastructure. Our community is engaged and understands what is expected from service delivery.

Saint John Energy, Energy Efficiency and Renewal Initiatives

Paris Climate Change Agreement

As part of the Paris Climate Change Canada Agreement, the Federal Government has committed to reduce GHG emission by 30% by 2030 from 2005 levels

Province of New Brunswick's Climate Change Action Plan

Transitioning to a Low-Carbon Economy

SERVICE AND FINANCIAL OUTCOMES

The total costs of the current Climate Change Action Plan activities and initiatives are provided by the Federation of Canadian Municipalities, Province of NB Environmental Trust Fund, NB Power Energy Programs, Green Infrastructure Funding Programs and City of Saint John General Fund. Furthermore, the City of Saint will be seeking funds for future projects and initiatives from the following sources:

- Green Infrastructure Funding Program
- Integrated Bilateral Program
- NB Power Energy Efficiency Program
- Green Municipal Fund (GMF)
- Low Carbon Economy Fund Program
- ACOA Funding Programs
- Others such as industries, utilities, etc.

INPUT FROM OTHER SERVICE AREAS AND STAKEHOLDERS

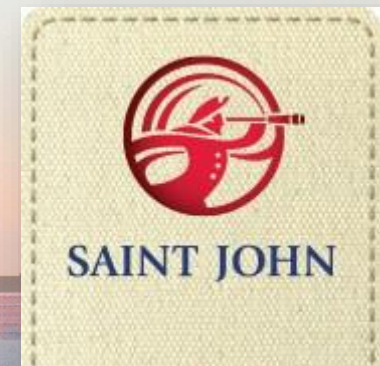
The current climate change action plans and programs have been reviewed by City of Saint John Growth and Community Development and Corporate Planning Departments, Saint John Energy and Quest. Additionally, community stakeholders were engaged in the development of the community GHG and Energy Action Plan. The City of Saint John will continue working with Saint John Energy and other stakeholders to establish a governance structure to manage and monitor the successful implementation of the action items and strategies.

ATTACHMENTS

Appendix A- Corporate GHG and Energy Action Plan

Appendix B- Community GHG and Energy Action Plan

City of Saint John Corporate GHG & Energy Action Plan



January 2019

Realised with the



Consulting team



98

Financed by



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Corporative GHG Inventory & Action Plan

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Annexe 1 GHG Inventory (Spreadsheet)	
Annexe 2 GHG Action Plan (Spreadsheet)	
Annexe 3 Municipal Energy Efficiency Program (MEEP)	



I. INTRODUCTION

A. CONTEXT

The simple fact of having asked for a greenhouse gas inventory and an action plan to reduce it already demonstrates the willingness of Saint John's elected officials and municipal leaders to do their part in the protection of air quality and the environment!

Communities across Canada are facing the effects of climate change. Some have to deal with greater droughts, others with more violent storms. For example, shorter and warmer winters accentuate coastal erosion and damage to infrastructure, which is less well protected due to loss of coastal ice. Such repercussions will cost municipalities and their communities millions of dollars and the implementation of adaptation and mitigation measures in and for communities seems inevitable today. Municipal governments have a leading role to play in climate protection. They have direct or indirect control over nearly half of Canada's greenhouse gas (GHG) emissions (350 million tons).

Canada's goal is to reduce its GHG emissions by 30% below 2005 levels under the Paris Agreement.



I. INTRODUCTION

B. UMNb CCEI & PPC

CLIMATE CHANGE AND ENERGY INITIATIVE (CCEI) - Municipalities in New Brunswick are increasingly aware of environmental challenges they face, and are particularly concerned with actual and future impacts of climate change. The City of Saint John joined the Climate Change and Energy Initiative of the Union of Municipalities of New Brunswick, to reinforce its efforts to advance in the Partners for Climate Protection program (PCP). The UMNb initiative fits perfectly in the global and national context of addressing climate change, following the Paris Agreement (COP 21).

The UMNb CCEI aims to offer support to members to realize their corporate and community GHG inventories and Local Action Plan, as well as integrate the QUEST Community Energy Planning approach.

THE PARTNERS FOR CLIMATE PROTECTION (PCP) PROGRAM is a network of Canadian municipal governments that have committed to reducing greenhouse gases (GHG) and to acting on climate change. Since the program's inception in 1994, over 300 municipalities have joined PCP, making a public commitment to reduce emissions. PCP membership covers all provinces and territories and accounts for more than 65 per cent of the Canadian population. PCP is the Canadian component of ICLEI's Cities for Climate Protection (CCP) network, which involves more than 1,100 communities worldwide. PCP is a partnership between the **Federation of Canadian Municipalities (FCM)** and **ICLEI** — Local Governments for Sustainability.

As a member of UMNb, the City of Saint John has agreed to participate in CCEI.

[Link to: ACTION-GHG Saint John](#)

I. INTRODUCTION

C. PARTNERS FOR CLIMATE PROTECTION PROGRAM (PCP) - METHOD

UMNB CCEI allows participating municipalities to complete the first 3 steps of the Partners for Climate Protection (PCP) program. Steps 4 and 5 consist of the implementation of action plans and the monitoring and reporting of results.



MILESTONE 1 CREATING A GREENHOUSE GAS EMISSIONS INVENTORY AND FORECAST

A greenhouse gas inventory brings together data on community and municipal energy use and solid waste generation in order to estimate greenhouse gas (GHG) emissions in a given year. The forecast projects future emissions based on assumptions about population, economic growth and fuel mix.



MILESTONE 2 SETTING AN EMISSIONS REDUCTIONS TARGET

An emissions reduction target can be established at any time. The target is normally set, however, following the development of an emissions inventory and forecast or after the quantification of existing emissions reduction measures.



MILESTONE 3 DEVELOPING A LOCAL ACTION PLAN

A Local Action Plan (LAP) is a strategic document that outlines how your municipality will achieve its greenhouse gas (GHG) emissions reduction target. The LAP covers municipal operations and the community.

II. STRATEGY

A. CITY OF SAINT JOHN - CCEI OBJECTIVE AND STRATEGY

City of Saint John CCEI aims to design and implement projects:

- ✓ Which will be examples and role models for New Brunswick and other communities in Canada;
- ✓ Which will improve the quality of life of communities and can guarantee a better environment and economic benefits (energy savings, income, job creation);
- ✓ Which will develop expertise for UMNb members and for New Brunswick.

The strategy is based on the following principles:

1. Build an action plan and portfolio of environmentally and economically successful projects;
2. Design model and innovative projects;
3. Set ambitious and achievable reduction targets;
4. Build on existing programs and funds: for example, FCM and GMF programs, Environmental Trust Fund, NB Power programs, etc. ;
5. Maximize benefits for participating municipalities, their region.

II. STRATEGY

B. PLAN SJ POLICIES THAT WOULD SUPPORT THE COMMUNITY AND CORPORATE ENERGY PLAN

1. NE-4 Encourage reduced automobile emissions by promoting a more compact, mixed-use development pattern and making walking, cycling and transit use viable transportation choices.

2. NE-5 Work with the Government of New Brunswick, industry and other agencies to develop and implement clean air initiatives, including emission reduction strategies.

3. NE-7 Reduce emissions from City Infrastructure, including buildings and fleets, through corporate purchasing and operating policies that support the Municipal Energy Efficiency Program.

4. NE-37 Continue to improve the energy efficiency of municipal service delivery, including facilities, equipment, fleet, street-lights, and procurement through the Municipal Energy Efficiency Program.

5. NE-38 Explore and encourage the development and use of alternative energy sources, such as solar, wind, geothermal, biomass and energy recovery.

6. NE-39 Encourage excellence in energy efficiency in new development in retrofitting of existing development.

7. NE-40 Support public education and action on the use of alternative energy sources and energy efficiency measures.

8. NE-41 Work with relevant agencies to develop and implement an Energy and Greenhouse Gas Emissions plan for the City.

9. TM-12 Encourage and promote the use of the active transportation network by residents as a healthy transportation choice by undertaking such initiatives as public education campaigns, mapping of the network and way-finding signage.

10. TM-22 Recognize and promote public transit as an important component of a sustainable urban transportation system which contributes to economic development and helps the City achieve its environmental goals and objectives.

11. TM-23 Provide effective fiscal support for efficient, affordable, safe and convenient transit services linking major employment, commercial, residential and recreational areas.

12. NE-42 Work with the Government of New Brunswick, the Government of Canada and relevant agencies to support research efforts that better quantify the predicted impacts of climate change.

13. NE-43 Proactively plan for climate change by taking action to manage the effects of climate change and minimizing adverse impacts through the development of a Climate Change Plan in partnership with other levels of government.

(continued)

II. STRATEGY

B. PLAN SJ POLICIES THAT WOULD SUPPORT THE COMMUNITY AND CORPORATE ENERGY PLAN

14. NE-44 Mitigate local contributions to climate change by:

- a. Working with the Government of New Brunswick, the Government of Canada and relevant agencies to reduce local emissions of greenhouse gases;
- b. Working with the Government of New Brunswick and Saint John Energy to explore renewable sources of energy;
- c. Supporting initiatives to increase public awareness and action on the reduction of greenhouse gas emissions;
- d. Encouraging excellence in emissions reduction and green building standards for all development; and
- e. Recognizing that a variety of initiatives, such as the development of complete communities, increasing economic diversification, offering a range of transportation choices and encouraging local food production all contribute to mitigation of greenhouse gas emissions.

15. MS-1 Ensure the first priority for the City is to maintain and upgrade existing municipal servicing systems.

16. MS-7 Develop an asset management system that will inventory and manage the replacement of infrastructure in an effort to optimize service delivery over the life of an asset.

II. STRATEGY

C. GHG EMISSION REDUCTION TARGET

For PCP and GMF, the GHG emission reduction targets of participating municipalities are set on a voluntary and non-binding basis. It is important that the targets are ambitious while being realistic both in their importance (projected reductions) and in their duration (year of maturity).

Before setting the reduction targets and the action plan timeline, we took into account:

- PCP and GMF recommendations.
- The objectives of the Government of New Brunswick.
- The GHG reduction potential of the municipality and its community.

The PCP and GMF make the following recommendations:

- For **the Corporate component**, that is, the municipality itself, the recommended target is -20% over the reference year, within 10 years. Thus, if the reference year is 2015, the year of maturity will be 2025.
- For the **Community component**, that is to say citizens, businesses, etc., the recommended target is -6% over the base year, within 10 years.

*** The New Brunswick's Climate Change Action Plan "Transitioning to a Low-Carbon Economy" (2017) - The provincial government will:** 31 - Establish specific GHG emission targets for 2020, 2030 and 2050 that reflect a total output of:

a - 14.8 Mt by 2020;

b - 10.7 Mt by 2030; and

c - 5 Mt by 2050.

III. CITY PROFILE

Profile of the municipality and its geographical context

The City of Saint John is located in southern New Brunswick, in the County of Saint John, of which it is the chief City. Saint John is 415 kilometers west-northwest of Halifax, 915 kilometers east of Montreal and 650 kilometers northeast of Boston. Located at the mouth of the Saint John River on the edge of the Bay of Fundy, the City, with its port, occupies an important place in the economy of the Maritimes. Saint John is the oldest incorporated municipality in Canada and the second largest City in New Brunswick after Moncton.

Municipal composition

- 1 mayor, 2 general councillors and 8 neighborhood councillors
- 682 full time employees and seasonal staff and 203 police employees

Municipal infrastructures

- 183 buildings, lighting, water and sewage
- 429 vehicles and motorized equipment

Profile of the community

The population of Saint John in 2016 was 67,575 inhabitants spread over an area of 315.96 km², a density of 213.9 hab./km². It experienced a population decrease of 3,6% from 2011 to 2016. The City had 33,801 private dwellings in 2016, of which 30,208 were occupied by full time residents. 81% of dwellings were built before 1991.

The official languages spoken by the Saint John population are 86% English, 0,15% French, and 13% both French and English.

In Saint John:

- | | | | |
|---------------------|---------------------|--------------------|---------------------|
| • Public library | • Ferry | • Outlets | Skateboarding Parks |
| • University | • City Transit | • Shopping Centers | Play Parks |
| • Elementary School | • Bus Rapid Transit | • Market Square | Sporting Facilities |
| • Middle School | • Taxi Service | • Parks | Golf Courses |
| • High School | • Camping | • Beaches | Aquatic Facilities |
| • Harbor | • Marina | • Ice Rinks | Trails |
| • Airport | | | |

III. CITY PROFILE

CLIMATE CHANGE AND ENERGY INITIATIVE (CCEI)

Municipalities in New Brunswick are increasingly aware of environmental challenges they face, and are particularly concerned with actual and future impacts of climate change. The City of Saint John joined the Climate Change and Energy Initiative of the Union of Municipalities of New Brunswick, to reinforce its efforts to advance in the Partners for Climate Protection Program (PCP).

The UMNb initiative fits perfectly in the global and national context of addressing climate change, following the Paris Agreement (COP 21).

The UMNb CCEI aims to offer support to members to realize their corporate and community GHG inventories and Local Action Plan, as well as integrate the QUEST Community Energy Planning approach.

The City of Saint John has eight public electric charging stations* on its territory.

*Listed by PlugShare (July 2018)

- Climate Change and Energy Initiative (CCEI) of the Union of Municipalities of New Brunswick, 2017
- City of Saint John, NB, Saint John City Market energy upgrades, 2018
- Asset Management Policy and Strategy, 2017
- Municipal Energy Efficiency Program (MEEP), 2014
- Our Saint John, Integrated Community Sustainability Plan, 2009
- Member – Partners for Climate Protection program, FCM, 2006



III. CITY PROFILE

Municipal Energy Efficiency Program (MEEP)

Goals and Objectives:

- ✓ Reduce total energy use and GHG emissions by 35%
- ✓ Assist other municipalities, communities and business sectors using lessons learned
- ✓ Advise Council and Senior Staff on energy policies, standards, guidelines and procurement of environmentally sound equipment
- ✓ Raise energy awareness amongst staff

Provincial, National and International Awards

- Premier's Award - Energy Efficiency 2011- Commercial Energy Efficiency Champion
- Top 13 in North America for Best Energy Management Practices
- Milton F. Gregg Conservation Award
- FCM-CH2M Hill Sustainable Community Award 2008: Energy
- Canadian Association of Municipal Administrators (CAMA) 2004: Environmental Award
- Government of New Brunswick Community Recognition Award
- Premier's Award - Energy Efficiency for New Construction of Police Headquarters and Transit Operations Building
- 2017 Smart Community Award Presented by QUEST

Environmental, Social and Economic Benefits

The City of Saint John has been early adopter of new advances, technologies, and approaches and a strong promoter of efficiency awareness amongst staff and management. The MEEP has proven to be successful in reducing energy costs and GHG emissions, and this success has showcased the City as a leader in Sustainable Energy Management. Following are some of the accomplishment and benefits of the MEEP as of 2015:

- Energy savings of over \$2.3M
- Reduced energy consumption by approximately 8.6M KWH and 49,000 GJ of natural gas and oil/propane, or 30%, from baseline
- Greenhouse gas emissions reduced by 9400 tons of CO₂, or 24%, from baseline, with emission reductions expected to meet and exceed the 35% reduction target by 2020 as indicated in the MEEP objectives
- Help other NB municipalities such as Moncton and Fredericton to undertake their own climate change and energy efficiency initiatives
- Capital Investment of over \$5 million in energy efficiencies measures to reduce GHG emissions

IV. INVENTORY

CORPORATE GHG INVENTORY

IV. INVENTORY

The City of Saint John has joined the Climate Change and Energy Initiatives Program by commissioning UMNb and YHC Environnement to develop an inventory of its GHG emissions that will be used to develop an action plan that includes a suite of measures to control and reduce GHG emissions from their sources.

Saint John's emissions inventory consists of two separate components. The first is emissions from the activities of the municipal administration (the Corporate) and the second covers the entire territory of the Municipality (the Community).

This document covers the Greenhouse Gas Emission Inventory for the 2015 reference year of the Corporate Component of the City of Saint John. The relevant additional elements are detailed in the appendices.

IV. INVENTORY

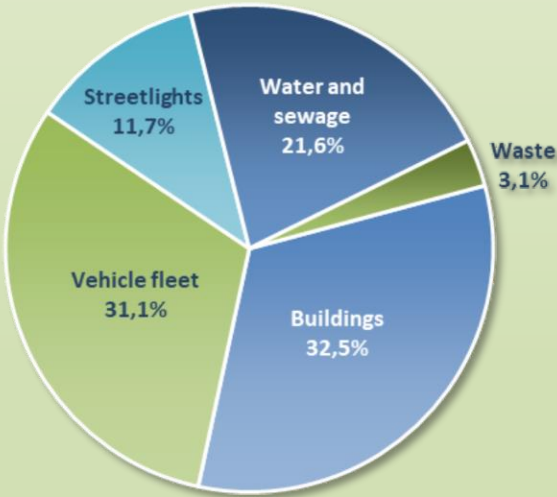
A. SUMMARY

The corporate component consists of five emission sectors which, in Saint John's case, are responsible for approximately 23 776 tons of CO₂ equivalent. The two largest corporate GHG emission sectors are buildings and vehicle fleet. The former produce 32.5% of corporate GHGs, the latter generate 31.1%. Water and sewage is responsible for 21.6% of the Municipality's emissions, streetlights 11.7% and finally 3.1% of emissions are attributed to municipal waste.

TABLE 1 :
CORPORATE GHG EMISSIONS FOR THE BASE YEAR

GHG (tons eCO2)	2015
Buildings	7 737
Vehicle fleet	7 390
Streetlights	2 771
Water and sewage	5 134
Waste	744
Total	23 776
Population	67 575
GHG per capita (teCO2)	0,4

GRAPH 1 :
CORPORATE GHG EMISSIONS BREAKDOWN BY SECTOR (teCO₂)



IV. INVENTORY

A. SUMMARY (continued)

In 2015, the energy consumption of the various corporate activities of the Municipality was the source of 23 031.8 tons of emissions (CO₂ equivalent). For its energy needs, Saint John uses electricity, natural gas, fuel oil and propane for heating and two types of fuels for vehicles. Electricity, natural gas, fuel oil and propane are devoted to the energy demand of buildings and other infrastructure. Gasoline and diesel are used by the fleet of vehicles and various equipment and tools of the municipal administration.

TABLE 2 : CORPORATE GHG EMISSIONS AND ENERGY CONSUMPTION BY TYPE

Energy	2015		(teCO ₂)	%	(Gj)	%
	Volume	Units				
Electricity	48 111 540	kWh	13 471,2	58,5%	173 201,5	53,8%
Natural Gas	971 119	m ³	1 857	8%	38 107	12%
CNG	0	Liters	0	0%	0	0%
Diesel	2 037 035	Liters	5 466,2	23,7%	78 018,4	24,2%
Gasoline	788 719	Liters	1 924,1	8,4%	27 605,2	8,6%
District Energy	0	Gj	0	0%	0	0%
Ethanol Blend (10%)	0	Liters	0	0%	0	0%
Biodiesel	0	Liters	0	0%	0	0%
Fuel Oil	12 767	Liters	34,9	0%	495,4	0%
Propane	180 007	Liters	277,9	1,2%	4 556,0	1,4%
Waste	-		-		-	
Total			23 031,8		321 983,2	

IV. INVENTORY

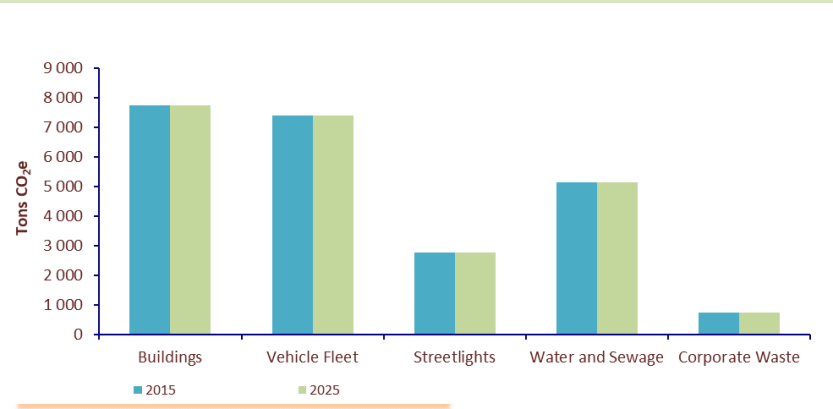
B. CORPORATE EMISSIONS FORECAST

The corporate inventory of GHG emissions is only valid for the reference year. The forecast emissions seek to show how inventory emissions will evolve at the end of the action plan (2025), based on a business as usual scenario (BAU), i.e. without any direct intervention from the decision makers. Factors such as demographic change or economic conditions are taken into account in determining future levels of current emissions.

For Saint John, the business as usual scenario anticipates that, apart from the present action plan reduction, the level of the corporate GHG emissions will remain stable.

TABLE 3 :
CORPORATE EMISSIONS FORECAST BY SECTOR

	Current emissions	% Change Expected**	Emissions in Forecast year
Buildings	7 736,8	0,0	7 736,8
Vehicle Fleet	7 390,3	0,0	7 390,3
Streetlights	2 770,6	0,0	2 770,6
Water and Sewage	5 134,1	0,0	5 134,1
Corporate Waste	744,4	0,0	744,4
Émissions total (t CO ₂ e)	23 776,2		23 776,2



IV. INVENTORY

B. CORPORATE EMISSIONS FORECAST (continued)

The portrait of the corporate inventory of GHG emissions is only valid for the reference year. The projected emissions, seek to present how inventory emissions will evolve at the end of the action plan (2025), based on a business as usual scenario, ie without any direct intervention of the decision-makers. Factors such as demographic change or economic conditions are taken into account in determining future levels of current emissions.

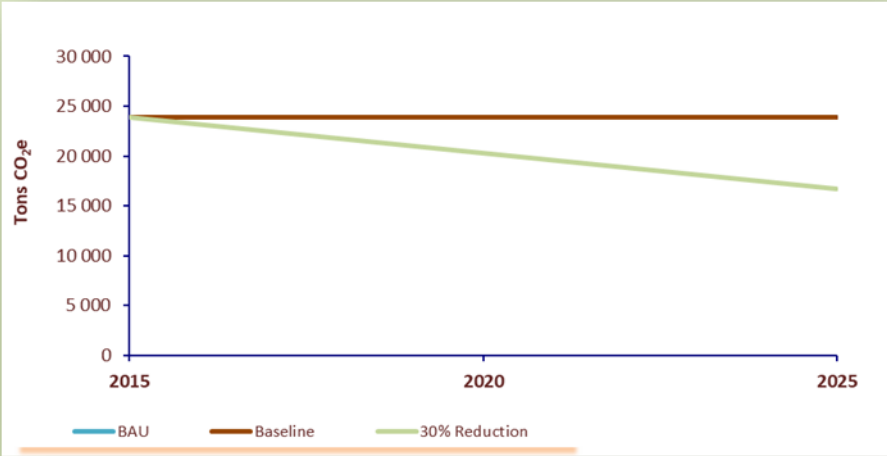
For Saint John, the business as usual scenario anticipates that, apart from the present action plan reduction, the level of the corporate GHG emissions will remain stable. This action plan is expected to bring them down by 30% (Graph 2).

TABLE 4 :
CORPORATE INFORMATION

Base Year	2015
Forecast Year*	2025
Reduction Target by Forecast Year* (%)	30,0%

Baseline: 2015 (Base year)
BAU: Business as usual scenario forecast (when BAU scenario predicts no change in GHG emissions, it equals to Baseline)
2025: Action Plan deadline

GRAPH 2 :
FORECAST OF CORPORATE GHG EMISSIONS UNTIL 2025



GHG & ENERGY ACTION PLAN

V. ACTION PLAN

A. STRATEGY FOR GHG REDUCTION AND PROJECT SELECTION

Corporate Action Plan

As noted in Section II - Strategy, for PCP and GMF, the GHG emission reduction targets of participating municipalities are set on a voluntary and non-binding basis.

Taking into account the context of the Municipality, the corporate plan proposes the achievement of a target of 30% reductions in GHG emissions for 2025 according to the reference year 2015.

TABLE 5 :
OBJECTIVES AND YEAR

Objectives and year set by Saint John:		
Corporate Action plan :		
		• Reduction Target : 30%
		• Base year : 2015
		• Forecast year : 2025

V. ACTION PLAN

A. STRATEGY FOR GHG REDUCTION AND PROJECT SELECTION

Guiding Principles

The approach behind the development of the City of Saint John's Action Plan as part of UMNb's CCEI is to develop an action plan that includes projects which :

- 1) Improve the quality of life of communities (better environment and savings)**
 - ✓ Generate GHG emission reductions that meet the goals and needs of the community ;
 - ✓ Allow as much as possible to generate energy savings that guarantee the sustainability of the actions of the Municipality and its community.
- 2) Use community resources to develop the expertise of UMNb and New Brunswick members**
 - ✓ Optimize the use of community resources and know-how to maximize socio-economic benefits;
 - ✓ Help develop local and regional expertise to increase the knowledge of communities and New Brunswick..
- 3) Will become examples and models for New Brunswick and other communities in Canada**
 - ✓ The projects must enable UMNb member municipalities to stand out/take leadership, to respond to challenges of climate change for New Brunswick communities, to protect the environment, improve the quality of life, and become role models for action and resilience.

V. ACTION PLAN

A. STRATEGY FOR GHG REDUCTION AND PROJECT SELECTION

Global Approach

«GOOD PRACTICE» PROJECTS

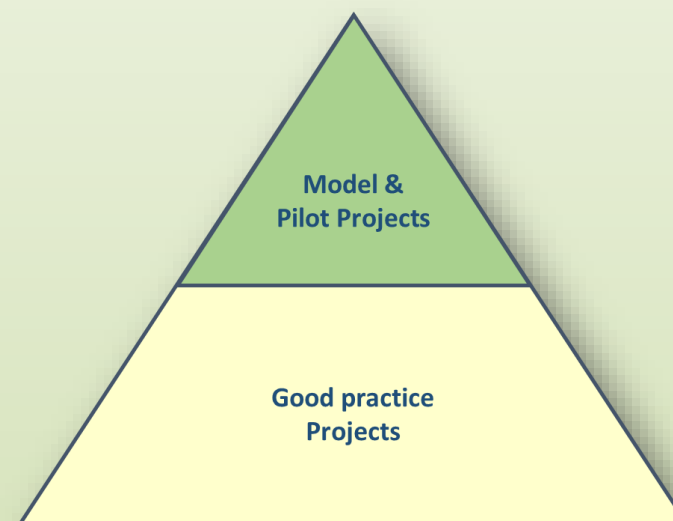
The action plan prioritises projects considered as "good practices". These projects correspond to the application of, for example, measures and technologies supported by the programs of New Brunswick Power, the Government of New Brunswick or Canada.

- ✓ These "Good Practice" projects form the basis of the Action Plan.

MODEL PROJECTS & UMNb PILOT PROJECTS

As part of UMNb's CCEI, the action plan also proposes to municipalities two types of model projects & pilot projects :

- **Transport electrification & EV integration in the community**



V. ACTION PLAN

B. REFERENCE LEVEL AND TARGET

The goal of the City of Saint John's Corporate Action Plan is to reduce greenhouse gas emissions by 30% by 2025 from their 2015 baseline.

For Saint John, the emissions calculated for the year 2015 allow us to estimate the reductions required to reach the target set by the Municipality's action plan to approximately 7 132.9 tons or 30%.

TABLE 6 :
BASELINE AND TARGET

Tons of CO ₂ equivalent		Base 2015	Year Forecast 2025
1	Current Emissions	23 776,2	
2	Reduction Target		30,0%
3	Forecast emissions (target) (line 1- line 4)		16 643,3
4	Total reductions to be achieved (line 1- line 3)		7 132,9

30%



V. ACTION PLAN

C. ANALYSIS OF THE PROJECTED RESULTS OF THE ACTION PLAN

Achieving the objective of Saint John's Action Plan would mean that the level of corporate GHG emissions for the year 2025 be at 16 501.7 tons of eq. CO₂. This is a decrease of 7 274.5 tons from the 2015 emissions level of 23 776.2 tons of eq. CO₂. This represents a potential reduction of 30.6%, which is 0.6 percentage points above the target of 30% and 141.6 tons more than the targeted reduction of 7 132.9 tons (see Table 6).

TABLE 7 :
ANALYSIS OF THE OUTCOME OF THE ACTION PLAN

	Total reductions	
	eCO ₂ (t)	%
1 Current Emissions (Base year)	23 776,2	100,0%
2 Early action results	2 295,8	9,7%
3 Expected reductions in the Action Plan	4 978,7	20,9%
4 total Reductions (line 2 +line 3)	7 274,5	30,6%
5 Level of anticipated emissions (forecast year) (line 1- line 4)	16 501,7	69,4%
6 Gap with the target	141,6	0,6%

V. ACTION PLAN

D. PROJECT PORTFOLIO – EARLY ACTIONS

Some projects have been completed or initiated by the City of Saint John between the reference year of the inventory (2015) and the year of adoption of the action plan presented (2019). These early actions have contributed to the municipality's effort to reduce corporate GHG emissions. The action plan identified the completion of seven (7) projects whose estimated reductions were estimated at 2 295.8 tons of CO₂ equivalent.

TABLE 8 :

PROJECTS COMPLETED PRIOR TO THE ADOPTION OF THE ACTION PLAN (EARLY ACTIONS)

Projects (Measures, Actions, Technologies)			Total GHG reductions (tons)
Buildings ; Water & Sewage			312,2
1	EA 1 Energy Efficiency (Natural gas)	Multiple buildings	129,2
2	EA 2 Energy Efficiency (Propane)	Buildings (West Garage)	8,8
3	EA 3 Energy Efficiency (Electricity)	Multiple buildings	159,2
4	EA 4 Energy Efficiency (heating oil)	Buildings (Public Garden)	15,0
Vehicle Fleet			73,2
5	EA 5 Optimal Replacement Policy	Number of units 143	57,4
6	EA 6 Saint John Transit - Fleet renewal	Number of units 3	15,8
Streetlights			1 910,4
7	EA 7 Streetlight replacement	Number : 8100	1 910,4
TOTAL			2 295,8

V. ACTION PLAN

D. PROJECT PORTFOLIO – EARLY ACTIONS

1. Description - Early Actions (2016-2019)

The City of Saint John has carried out several measures, actions and realizations. The action plan we are currently working on cannot integrate them all because their positive impact is already pointed out in the 2015 inventory. "Early actions" are those initiated or carried out between the base year of the inventory (2015) and the year of adoption of the action plan (2019).

Base year : 2015		
Buildings (multiple buildings)		
1 Natural gas use	432 261	m3
2 Cost of natural gas	369 454	\$
3 GHG emissions from natural gas use	826,75	eCO ₂ (t)
4 Savings	15,62	%
5 Natural gas use reduction	67 533	m3
6 GHG emissions reduction	129,17	eCO₂ (t)
7 Annual savings	57 721	\$

Base year : 2015		
Buildings (West Garage)		
1 Propane use	17 437	Liters
2 Cost of propane	6 975	\$
3 GHG emissions from propane use	26,92	eCO ₂ (t)
4 Savings	32,69	%
5 Propane use reduction	5 700	Liters
6 GHG emissions reduction	8,80	eCO₂ (t)
7 Annual savings	2 280	\$

V. ACTION PLAN

D. PROJECT PORTFOLIO – EARLY ACTIONS

2. Description - Early Actions (2016-2019) (continued)

The City of Saint John has carried out several measures, actions and realizations. The action plan we are currently working on cannot integrate them all because their positive impact is already pointed out in the 2015 inventory, "Early actions" are those initiated or carried out between the base year of the inventory (2015) and the year of adoption of the action plan (2019).

Buildings (multiple buildings)		Base year : 2015
1 Electricity use	5 495 123	kWh
2 Cost of electricity	467 085	\$
3 GHG emissions from electricity use	1 538,63	eCO ₂ (t)
4 Savings	10,34	%
5 electricity use reduction	568 454	kWh
6 GHG emissions reduction	159,17	eCO₂ (t)
7 Annual savings	48 319	\$

Buildings (Public Garden)		Base year : 2015
1 Heating oil use	12 767	Liters
2 Cost of heating oil	9 703	\$
3 GHG emissions from heating oil use	34,92	eCO ₂ (t)
4 Savings	43,08	%
5 Heating oil use reduction	5 500	Liters
6 GHG emissions reduction	15,04	eCO₂ (t)
7 Annual savings	4 180	\$

V. ACTION PLAN

D. PROJECT PORTFOLIO – EARLY ACTIONS

3. Description - Early Actions (2016-2019) (continued)

The City of Saint John has carried out several measures, actions and realizations. The action plan we are currently working on cannot integrate them all because their positive impact is already pointed out in the 2015 inventory, "Early actions" are those initiated or carried out between the base year of the inventory (2015) and the year of adoption of the action plan (2019).

Saint John Transit - Fleet renewal		Base year : 2015
1 Number de vehicles		3
2 Fuel consumption		33 577 litres
3 Fuel cost		36 169,06 \$
4 GHG emissions		90,10 eCO₂ (t)
5 Average efficiency gains due to renewal of fleet		0
6 Total Reductions in GHG Emissions		15,77 eCO₂ (t)

Optimal Replacement Policy	Base year : 2015	
	Gasoline	Diesel
1 Number de vehicles	109	34
2 Fuel consumption	305 953 litres	149 691 litres
3 Fuel cost	313 842 \$	165 789 \$
4 GHG emissions	746,38 eCO ₂ (t)	401,69 eCO ₂ (t)
5 Number of vehicles to be replaced	109	34
6 Average efficiency gains due to renewal of fleet	5,0%	5,0%
7 Reduction of GHG emissions after conversion	37,3 eCO ₂ (t)	20,1 eCO ₂ (t)
8 Total Reductions in GHG Emissions	57,40 eCO₂ (t)	

V. ACTION PLAN

D. PROJECT PORTFOLIO – EARLY ACTIONS

4. Description - Early Actions (2016-2019) (continued)

The City of Saint John has carried out several measures, actions and realizations. The action plan we are currently working on cannot integrate them all because their positive impact is already pointed out in the 2015 inventory, "Early actions" are those initiated or carried out between the base year of the inventory (2015) and the year of adoption of the action plan (2019).

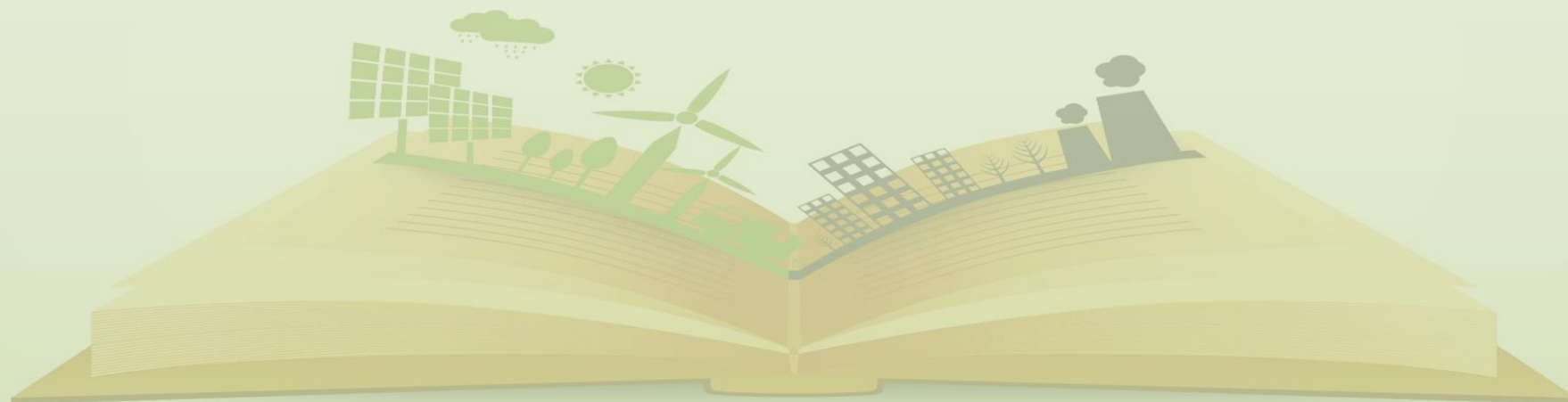
Streetlights		Base year : 2015	
1	Total lighting consumption	9 685 380	kWh
2	Cost of electricity for lighting	823 257	\$
3	GHG emissions from lighting electric consumption	2 712	eCO ₂ (t)
4	Efficiency gains after conversion	70,4%	
5	Annual consumption after conversion	2 862 346	kWh
6	Annual energy savings due to conversion	6 823 034	kWh
7	Annual savings due to conversion (for City of Saint John)	116 500	\$
8	Reduction of GHG emissions after conversion	1910,4	eCO₂ (t)
Note : The capital investment of the conversion is provided by Saint John Energy			

V. ACTION PLAN

D. PROJECT PORTFOLIO

The most recent measures, technologies and programs have been analyzed and evaluated. They form the basis of the action plans produced by YHC Environnement. Then, based on the 2015 inventory data, as well as the characteristics and needs of the City of Saint John, the development of the Project Portfolio was completed.

The action plan contains thirteen (13) projects whose potential reductions are estimated at 4 978.7 tons of CO₂ equivalent (see Table 9).



V. ACTION PLAN

D. PROJECT PORTFOLIO

Project Portfolio Summary

TABLE 9 : CORPORATE PROJECT PORTFOLIO

Projects (Measures, Actions, Technologies)			Total GHG reductions (tons)
Buildings			2 835,2
1	B1 Buildings (Municipal Garages)	Energy Efficiency (Elec. Natural gas & propane) & Renewable Energy	349,4
2	B2 Buildings (Sport & Leisure Buildings)	Energy Efficiency (Electricity & Natural Gas) & Renewable Energy	420,3
3	B3 Buildings (Management & Commissions)	Energy Efficiency (Electricity & Natural Gas) & Renewable Energy	1 969,8
4	B4 Buildings (Fire stations)	Energy Efficiency (Electricity & Natural Gas) & Renewable Energy	95,7
Vehicle Fleet			806,9
5	VF1 Optimal Replacement Policy - rental vehicles	Number of vehicles : 27	4,3
6	VF2 Optimal Replacement Policy	Number of vehicles : 175	97,3
7	VF3 Optimal replacement policy (SJT)	Number of vehicles : 31	442,0
8	VF4 Corporate Idle-free Policy	Number of vehicles : 268	114,5
9	VF5 Telemetry & Idle-free Policy	Number of vehicles : 87	63,0
10	VF6 Electric Vehicle	Number of vehicles : 2	1,5
11	VF7 Electric Vehicle (Saint John Transit)	Number of vehicles : 2	86,7
12	VF8 Hybrid Vehicle	Number of vehicles : 4	2,0
Water and Sewage			1 336,6
13	WS1 Water & Sewage	Energy Efficiency (Electricity)	1 336,6
TOTAL			4 978,7

V. ACTION PLAN

D. PROJECT PORTFOLIO

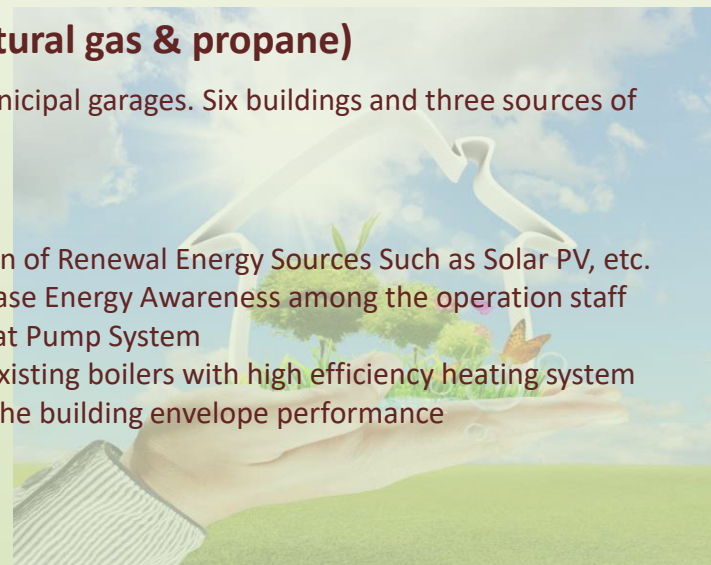
1. Buildings (Municipal Garages) - Energy Efficiency (Elec. Natural gas & propane)

City of St John plans to implement several energy conservation measures at its municipal garages. Six buildings and three sources of energy are targeted.

Among planned actions, there are:

- Upgrade the lighting System to LED
- Upgrade the Energy Management Control System (ECMS)
- Energy Optimization
- Installation of Renewal Energy Sources Such as Solar PV, etc. and Increase Energy Awareness among the operation staff
- Install Heat Pump System
- Replace existing boilers with high efficiency heating system
- Increase the building envelope performance

Overall estimated GHG reductions: 55%



Buildings (Municipal Garages)	Base year : 2015					
	Electricity		Natural Gas		Propane	
1 Energy Use (Consumption)	1 397 644	kWh	114 627	m3	17 437	Liters
2 Energy Costs	118 800	\$	97 972	\$	6 975	\$
3 GHG emissions	391	eCO ₂ (t)	219	eCO ₂ (t)	27	eCO ₂ (t)
4 Average efficiency gains	68	%	34	%	32	%
5 Energy Use reduction	950 500	kWh	38 991	m3	5 500	Liters
6 Total Reductions in GHG Emissions			349	eCO ₂ (t)		
7 Annual savings (2025)			129 380	\$		
8 Capital investment			699 500	\$		
9 Projects' benefits (2019-2025)			322 450	\$		
10 Net Capital investment (Investment - cost reductions)			377 050	\$		

Further technical and financial feasibility study may be required to validate numbers

V. ACTION PLAN

D. PROJECT PORTFOLIO

2. Buildings (Sport & Leisure Buildings) - Energy Efficiency (Electricity & Natural Gas)

City of St John plans to implement several energy conservation measures at its sports and leisure buildings. Multiple buildings, such as arenas, parks, ball fields, etc., and two sources of energy are targeted.

Among planned actions, are:

- Upgrade the lighting System to LED
- Upgrade the Energy Management Control System (ECMS)
- Energy Optimization
- Install Solar Hot Water System

- Installation of Renewal Energy Sources Such as Solar PV, etc. and Increase Energy Awareness among the operation staff
- Install High Efficiency Motors for the Compressors
- Replace existing boilers with high efficiency heating system
- Increase the building envelope performance
- Install Air to Air Heat pump system in some areas

Overall estimated GHG reductions: 49%

Buildings (Sport & Leisure Buildings)	Base year : 2015	
	Electricity	Natural Gas
1 Energy Use (Consumption)	2 751 899 kWh	45 428 m3
2 Energy Costs	233 911 \$	38 827 \$
3 GHG emissions	771 eCO ₂ (t)	87 eCO ₂ (t)
4 Average efficiency gains	49 %	48 %
5 Energy Use reduction	1 352 000 kWh	21 916 m3
6 Total Reductions in GHG Emissions	420,26	eCO₂ (t)
7 Annual savings (2025)	153 260 \$	
8 Capital investment	1 406 400 \$	
9 Projects' benefits (2019-2025)	340 430	\$
10 Projects' savings (2019-2025)	1 065 970	\$
Further technical and financial feasibility study may be required to validate numbers		

V. ACTION PLAN

D. PROJECT PORTFOLIO

3. Buildings (Management & Commissions) - Energy Efficiency (Electricity & Natural Gas)

City of St John plans to implement several energy conservation measures at its management buildings. Multiple buildings, such as Tourists information Centre, City Hall, Transit Buildings, etc., and two sources of energy are targeted.

Among planned actions, are:

- Upgrade the lighting System to LED
- Install Solar Lights
- Upgrade the Energy Management Control System (ECMS)
- Installation of Renewal Energy Sources Such as Solar PV, etc. and Increase Energy Awareness among the operation staff
- Install Heat Pump System
- Increase the building envelope performance
- Energy Optimization

Overall estimated GHG reductions: 34%

Buildings (Management & Commissions)	Base year : 2015	
	Electricity	Natural Gas
1 Energy Use (Consumption)	15 623 969 kWh	745 610 m3
2 Energy Costs	1 328 037 \$	637 273 \$
3 GHG emissions	4 375 eCO ₂ (t)	1 426 eCO ₂ (t)
4 Average efficiency gains	37 %	26 %
5 Energy Use reduction	5 722 770 kWh	193 272 m3
6 Total Reductions in GHG Emissions	1 969,82	eCO₂ (t)
7 Annual savings (2025)	730 341	\$
8 Capital investment	3 088 400	\$
9 Projects' benefits (2019-2025)	3 147 899	\$
10 Net Capital investment (Investment - cost reductions)	-59 499	\$
Further technical and financial feasibility study may be required to validate numbers		

V. ACTION PLAN

D. PROJECT PORTFOLIO

4. Buildings (Fire Stations) - Energy Efficiency (Electricity & Natural Gas)

City of St John plans to implement several energy conservation measures at its fire station stations. All eight buildings and two sources of energy are targeted.

Among planned actions, are:

- Install LED lighting and Lighting Control
- Install Heat Pump System at Fire Station #1, #5 and #7
- Install Heat Pump DHW Tanks at Fire Station #1,#8
- Upgrade the ECMS & Energy Optimization
- Install High Efficiency Motors for the Compressors
- Replace Existing Boilers at fire #4,#8 with Biomass or Heat Pump Technology
- Install 40 KW Solar PV system
- Upgrade building envelope
- Install Heat recovery system

Overall estimated GHG reductions: 24%

Buildings (Fire stations)	Base year : 2015	
	Electricity	Natural Gas
1 Energy Use (Consumption)	965 707 kWh	65 453 m3
2 Energy Costs	82 085 \$	55 943 \$
3 GHG emissions	270 eCO ₂ (t)	125 eCO ₂ (t)
4 Average efficiency gains	22 %	29 %
5 Energy Use reduction	211 000 kWh	18 986 m3
6 Total Reductions in GHG Emissions	95,68 eCO₂ (t)	
7 Annual savings (2025)	36 745 \$	
8 Capital investment	273 000 \$	
9 Projects' benefits (2019-2025)	60 825 \$	
10 Net Capital investment (Investment - cost reductions)	212 175 \$	

Further technical and financial feasibility study may be required to validate numbers

V. ACTION PLAN

D. PROJECT PORTFOLIO

5. Transportation - Optimal Replacement Policy - rental vehicles

The City of Saint John, each year, rents some vehicles for seasonal needs.

This rental fleet is regularly renewed with recent models.

The City prioritizes the smallest models that meet his needs.

Optimal Replacement Policy - rental vehicles	Base year : 2015	
	Gasoline	Diesel
1 Number de vehicles	23	4
2 Fuel consumption	27 469 litres	6 912 litres
3 Fuel cost	29 198 \$	7 198 \$
4 GHG emissions	67,01 eCO ₂ (t)	18,55 eCO ₂ (t)
5 Number of vehicles to be replaced	23	4
6 Average efficiency gains due to renewal of fleet	5,0%	5,0%
7 Reduction of GHG emissions after conversion	3,4 eCO ₂ (t)	0,9 eCO ₂ (t)
8 Total Reductions in GHG Emissions	4,28 eCO ₂ (t)	

V. ACTION PLAN

D. PROJECT PORTFOLIO

6. Transportation - Optimal Replacement Policy

The City of Saint John has a fleet replacement policy that aims to optimize fleet size and usage. Vehicles are replaced based on a formula that takes into account:

- Their age
- Their general state
- Their usage (mileage)

In addition, once a vehicle has reached its useful life, the City assesses whether better management of the remaining fleet could prevent its replacement or it could be replaced by a smaller vehicle.

As a result, this project includes a cleaner vehicle purchase policy component.

Optimal Replacement Policy	Base year : 2015	
	Gasoline	Diesel
1 Number de vehicles	121	54
2 Fuel consumption	387 979 litres	372 840 litres
3 Fuel cost	390 823 \$	397 246 \$
4 GHG emissions	946,49 eCO ₂ (t)	1000,49 eCO ₂ (t)
5 Number of vehicles to be replaced	121	54
6 Average efficiency gains due to renewal of fleet	5,0%	5,0%
7 Reduction of GHG emissions after conversion	47,3 eCO ₂ (t)	50,0 eCO ₂ (t)
8 Total Reductions in GHG Emissions	97,35 eCO ₂ (t)	

V. ACTION PLAN

D. PROJECT PORTFOLIO

7. Transportation - Optimal Replacement Policy (Saint John Transit)

The vehicle replacement policy of the municipality is as follows:

- Trucks and light vehicles: after 10 years
- Transit buses : after 17 years

Thus, at the end of this action plan (2015-2025), a large number of the vehicles of the bus fleet will be replaced. In addition, the City plans to optimize the fleet size to make it more efficient.



Base year : 2015	
Optimal replacement policy (SJT)	
1 Number de vehicles	47
2 Number of vehicles to be replaced	31
3 Fuel consumption	941 145 litres
4 Fuel cost	1 013 799 \$
5 GHG emissions	2525,50 eCO ₂ (t)
6 Average efficiency gains due to renewal of fleet	17,5%
7 Total Reductions in GHG Emissions	441,96 eCO₂ (t)

V. ACTION PLAN

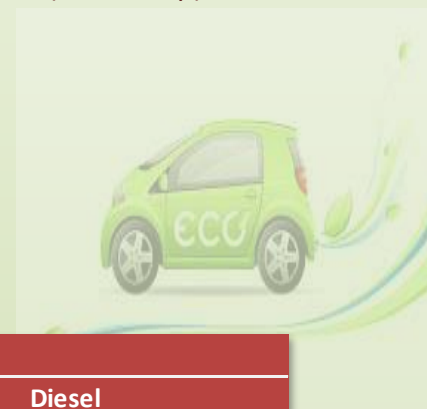
D. PROJECT PORTFOLIO

8. Transportation - Idle-free Policy

Idling refers to running a vehicle's engine when the vehicle is not in motion. Idling occurs when car owner is warming up or cooling down a vehicle, drivers are stopped at a red light, waiting while parked outside a business or residence, or otherwise stationary with the engine running. For the average vehicle with a 3-litre engine, every 10 minutes of idling costs 300 milliliters (over 1 cup) in wasted fuel – and one half of a liter (over 2 cups) if your vehicle has a 5-liters engine.

For a successful anti-idling campaign includes

- the adoption of a speed reduction regulation
- carrying out an awareness-raising campaign
- the acquisition and installation of permanent signs



Corporate Idle-free Policy	Base year : 2015			
	Gasoline		Diesel	
1 Number of units	173		95	
2 Fuel consumption *	491 215	litres	681 259	litres
3 Fuel cost *	506 876	\$	734 112	\$
4 GHG emissions *	1198,33	eCO ₂ (t)	1828,11	eCO ₂ (t)
5 Average fuel wasted idling	25 189	litres	19 760	litres
6 Average fuel economy	5,1%		2,9%	
7 GHG emissions reduction	61,45	eCO ₂ (t)	53,02	eCO ₂ (t)
8 Fuel savings (\$)	25 992	\$	37 644	\$
9 Total GHG Emissions reduction	114,47	eCO₂ (t)		
10 Total fuel savings (\$)	63 636	\$		
11 Saving per tonne of GHG reduced	556	/ t eCO ₂		
* Cumulative effects of replacement policy are roughly taken into account				

V. ACTION PLAN

D. PROJECT PORTFOLIO

9. Transportation – Telemetry & Idle-free Policy Telemetry

Telemetry is a particularly effective measure to improve energy efficiency and the GHG emissions related to vehicle use. This is a management measure that makes it possible to optimize the use of vehicles.

An information gathering module retrieves the electronic data from the vehicle in order to optimize the efficiency of its use by changes in behavior. The management of this information is carried out by means of computer software and enables the vehicle manager to obtain reports according to the parameters he has previously established.

Telemetry combined with idle-free policy allows fuel savings exceeding 10%

Telemetry & Idle-free Policy	Base year : 2015			
	Gasoline		Diesel	
1 Number of units	70		17	
2 Fuel consumption *	198 858	litres	53 963	litres
3 Fuel cost *	198 094	\$	56 728	\$
4 GHG emissions *	485,12	eCO ₂ (t)	144,81	eCO ₂ (t)
5 Average fuel economy	10,0%			
6 GHG emissions reduction	48,51	eCO ₂ (t)	14,48	eCO ₂ (t)
7 Fuel savings (\$)	19 809	\$	5 673	\$
8 Total GHG Emissions reduction	62,99	eCO ₂ (t)		
9 Total fuel savings (\$)	25 482	\$		
10 Saving per tonne of GHG reduced	404,53	/ t eCO ₂		
* Cumulative effects of replacement policy are roughly taken into account				

V. ACTION PLAN

D. PROJECT PORTFOLIO

10. Technical Sheet - Electric Vehicle

Electric cars

Use electrical energy to power an electric motor, they also reduce society's dependence on environmentally damaging fossil fuels while lowering greenhouse gas emissions and air pollution. Electric cars are cost effective, good for the environment and deliver great performance.

Fully Electric Cars are powered 100% by electricity and have zero tailpipe emissions.

City of Saint John plans to replace two of its cars by full electric models.

Base year : 2015		
Nissan Leaf (2018) versus Chevrolet Aveo (2010)		
1 Total kilometers travelled	13 317 km	
2 Number of targeted units	2	
3 Energy saved per year (Gj and \$)	22,26	680 \$
4 GHG emissions reduction (tonnes and %)	1,48	68,1%



V. ACTION PLAN

D. PROJECT PORTFOLIO

11. Technical Sheet - Electric Vehicle (Saint John Transit)

Electric cars

Use electrical energy to power an electric motor, they also reduce society's dependence on environmentally damaging fossil fuels while lowering greenhouse gas emissions and air pollution. Electric cars are cost effective, good for the environment and deliver great performance.

Fully Electric Cars are powered 100% by electricity and have zero tailpipe emissions.

Saint John Transit plans to buy two full electric buses for 2020 in replacement of two diesel buses.

Base year :		2015
Diesel vs electric bus		
1 Total kilometers travelled	64 805	km
2 Number of targeted units	2	
3 Diesel use (GJ and \$)	1 613	45 375 \$
4 GHG emissions from diesel use (tons)	113	eCO ₂ (t)
5 Electricity use of replacement buses (GJ and \$)	338	7 987 \$
6 GHG emissions from electricity use (tons)	26	eCO ₂ (t)
7 GHG emissions reduction (tonnes and %)	86,72	76,7%

V. ACTION PLAN

D. PROJECT PORTFOLIO

12. Technical Sheet - Hybrid Vehicle (Saint John Transit)

Electric cars

Use electrical energy to power an electric motor, they also reduce society's dependence on environmentally damaging fossil fuels while lowering greenhouse gas emissions and air pollution. Electric cars are cost effective, good for the environment and deliver great performance.

Hybrid Electric Cars have small battery packs for short all-electric driving distances before a gasoline engine or generator turns on for longer trips.

City of Saint John already has two hybrid cars and plans to add four more hybrid models at its fleet.

Base year : 2015		
Daimler Smart versus Chevrolet Volt (2018)		
1 Total kilometers travelled	31 302	km
2 Number of targeted units	4	
3 Energy saved per year (Gj and \$)	29,32	893 \$
4 GHG emissions reduction (tonnes and %)	1,95	39,4%



V. ACTION PLAN

D. PROJECT PORTFOLIO

13. Water and Sewage - Energy Efficiency (Electricity)

City of St John plans to implement several conservation measures to its Water and sewage facilities some of which are :

- Upgrade the lighting System to LED
- Upgrade the Energy Management Control System (ECMS)
- Energy Optimization
- Investigate new water treatment technology
- Installation of Renewal Energy Sources Such as Solar PV, etc. and Increase Energy Awareness among the operation staff
- Install variable-frequency drive (VFD) where applicable
- Install High Efficiency Motors & Pumps where applicable
- Install Energy Meters
- Develop and Implement a demand response strategies through load shifting, shedding or on site generation

Overall estimated GHG reductions: 27%

Base year : 2015	
Water & Sewage	
1 Electricity use	17 477 448 kWh
2 Electricity cost	1 485 583 \$
3 GHG emissions from electric consumption	4 894 eCO ₂ (t)
4 Efficiency gains	27,3 %
5 Electricity use reduction (kWh)	4 782 000 kWh
6 GHG emissions reduction (tons)	1 336,57 eCO ₂ (t)
7 Annual savings (2025)	478 200 \$
8 Capital investment	3 331 000 \$
9 Projects' benefits (2019-2025)	1 335 000 \$
10 Net Capital investment (Investment - cost reductions)	1 996 000 \$
Further technical and financial feasibility study may be required to validate numbers	

VI. APPENDIX

The methodology and references are available on request.



City of Saint John Community GHG & Energy Action Plan



January 2019

Realised with the



Consulting team



Financed by



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- We also want to present special thanks to all stakeholders and municipal employees who have contributed to achieve the UMNB CCEI.



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I. INTRODUCTION

Communities across Canada are facing the effects of climate change. Some have to deal with greater droughts, others with more violent storms.

Municipal governments have a leading role to play in climate protection. They have direct or indirect control over nearly half of Canada's greenhouse gas (GHG) emissions (350 million tons).

Canada's goal is to reduce its GHG emissions by 30% below 2005 levels under the Paris Agreement.

The CLIMATE CHANGE AND ENERGY INITIATIVE (CCEI)

Municipalities in New Brunswick are increasingly aware of environmental challenges they face, and are particularly concerned with actual and future impacts of climate change.

The **City of Saint John** joined the Climate Change and Energy Initiative of the Union of Municipalities of New Brunswick, to reinforce its efforts to advance in the Partners for Climate Protection Program (PCP). The UMNb initiative fits perfectly in the global and national context of addressing climate change, following the Paris Agreement (COP 21).

THE PARTNERS FOR CLIMATE PROTECTION (PCP) PROGRAM

is a network of Canadian municipal governments that have committed to reducing greenhouse gases (GHG) and to acting on climate change. Since the program's inception in 1994, over 300 municipalities have joined PCP, making a public commitment to reduce emissions. PCP membership covers all provinces and territories and accounts for more than 65 per cent of the Canadian population. PCP is the Canadian component of ICLEI's Cities for Climate Protection (CCP) network, which involves more than 1,100 communities worldwide. PCP is a partnership between the Federation of Canadian Municipalities (FCM) and ICLEI — Local Governments for Sustainability.

Saint John is engaged:

- ✓ Climate Change and Energy Initiative (CCEI) of the Union of Municipalities of New Brunswick, 2017
- ✓ Member – Partners for Climate Protection program, FCM, 2016
- ✓ City of Saint John, NB, Saint John City Market energy upgrades, 2018
- ✓ Our Saint John, Integrated Community Sustainability Plan, 2009

I. INTRODUCTION

In addition to the Corporate GHG Action Plan, the Community GHG & Energy Plan 11is the UMNb CCEI second foundation stone. The Plan brings a powerful and dynamic tool to help communities for smart and sustainable development allowing to reduce its carbon print.

What is a Community GHG & Energy Plan? *The Plan is a long-term plan that identifies ways to reduce GHG emissions and to support the Municipality's local economy by increasing its competitiveness, helping to create local or regional jobs in the energy sector, improving energy efficiency, and improving energy security.*

In 2018, planning and coordinating energy use and GHG emission reduction at the community level remains innovative especially for smaller size communities outside metropolitan areas. However, in cities or communities where it has been done, it has resulted in some of the most efficient, and from an energy standpoint, most cost-competitive cities in the world, with resulting reductions in associated environmental impacts.

*The communities that are leaders have taken an integrated energy systems approach looking at the potential for innovation in how energy is sourced, generated, consumed, re-captured, conserved, stored, and delivered. **The UMNb CCEI's Community GHG & Energy Plan** will be a "living document", in that the actions taken by the Municipality and community stakeholders are expected to grow and change over time.*

Why a Community & GHG Energy Action Plan? *The Plan is great tool to face community transformation challenges encountered in New Brunswick: Climate change impacts, population growth or decline, development growth and economic transformation.*

Those challenges push municipalities and communities to examine ways to reduce its cost of services while continuing to maintain and enhance the quality of life. And how energy is used, and the cost of that energy to residents as well as to the municipality, is an important factor. Smart solutions also reduce environmental impacts associated with the consumption of energy. A good strategy and planning can enhance prosperity by making the municipality more economically competitive.

Enhancing access to energy efficiency, conservation and demand-management opportunities can also have a positive effect on the local retail and service industry. Businesses that increase the energy efficiency of their facilities and operations can improve their competitiveness in the marketplace.

II. THE PLAN'S STRATEGY

Vision

The vision of the Plan is to achieve a community that is efficient and economically viable in how it reduce its carbon footprint, uses energy through development and retrofits, land use and transportation planning, renewable or clean energy generation, conservation and improve local energy security.

Goals

The vision is supported by a series of goals that bring focus to mitigating climate change, improving energy performance within the community and creating economic advantage:

1. **Foster a shift towards low carbon technologies.**
2. **Increase energy efficiency for new and existing buildings.**
3. **Foster a shift towards low carbon transportation that integrates EV infrastructure, promotes alternative fuel vehicles, low carbon fuel options, as well as public transit and active transportation as mechanisms to reduce the number of vehicles on the road.**
4. **Create or help adaptive, sustainable, affordable, and reliable local renewable and clean energy supply.**
5. **Design, build, and revitalize neighbourhoods as complete communities that offer multi-modal transportation options.**
6. **Create new market opportunities for innovative energy solutions that are attractive for local and new businesses, and through high quality, affordable, clean energy services foster retention and growth of existing businesses and industries.**
7. **Build awareness about energy investment and create a culture of energy conservation amongst residents, business, institutions, and industry.**
8. **Build knowledge, skills, and technical capacity through partnerships that deliver innovative energy solutions at the local scale.**

II. THE PLAN'S STRATEGY

The principles provide direction for the development of the projects and initiatives presented in the Plan. To build and implement an action plan and portfolio of environmentally and economically successful projects all proposed solutions, projects, or initiatives should consider these principles:

1. Advocate for urgent action to address climate change
2. Set achievable reduction targets
3. Maximize benefits for the municipality and the community
4. Ensure and enhance a sustainable energy system
5. Maximize efficient use of energy
6. Design model and innovative projects
7. Build on existing programs and funds: for example, FCM and GMF programs, Environmental Trust Fund, Saint John Energy programs, etc.
8. Create a competitive and economic advantage for the Community
9. Demonstrate global leadership

GHG Emission Reduction Target

9% for 2025 and 18% for 2035

For the Community Plan, GHG emission reduction target is set on a voluntary and non-binding basis. It is important that the targets are ambitious while being realistic both in their importance (projected reductions) and in their duration (year of maturity). Before setting the reduction targets and the action plan timeline, we took into account:

- ✓ PCP and GMF recommendations is -6% over the base year, within 10 years.
- ✓ The objectives of the Government of New Brunswick.*
- ✓ The GHG reduction potential of the municipality and its community.

*** The New Brunswick's Climate Change Action Plan "Transitioning to a Low-Carbon Economy" (2017) - The provincial government will:** 31 - Establish specific GHG emission targets for 2020, 2030 and 2050 that reflect a total output of:

- a - 14.8 Mt by 2020;
- b - 10.7 Mt by 2030; and
- c - 5 Mt by 2050.

II. THE PLAN'S STRATEGY

Timeline For efficiency, the choice of a pertinent timeline is essential. Because the scope of the Community Plan is important and imply major technological and behavioral changes, we recommend a 20 years timeline. However, for reviewing and monitoring process the Community Plan propose a 10 year step in 2025 concordance with the **Corporate GHG Action Plan**.

Approach and developing the Plan

Background data was collected via energy distributors in New Brunswick and from various other provincial and federal sources. Electricity data was provided by NB Power, Saint John Energy and Perth Andover Electric and Light Commission.

For all participant, a workshop was held to do a mapping exercise through a community GHG & energy planning process. The workshop allowed the team, the municipality and its stakeholders to identify areas or sectors where GHG reduction projects, conservation and efficiency measures could be focused, to assess the potential for local generation, particularly renewable energy, and look at the energy implications of future growth and prosperity. Webinars were held with each participants to finalize the Corporate GHG & Energy Action Plan as well as to prepare the final workshop to complete the Community GHG & Energy Action Plan. Each municipality CCEI manager invited to workshops and webinars, stakeholders they considered important to assist, councillors and municipal employees.

Each Community Plan includes a presentation document and more importantly is also build with a series of tool joined in annexes:

- Annexe A: Project's description with implementation procedures
- Annexe B: Excel Projects Sheets with GHG and energy data calculation
- Annexe C: Mapping document for Workshop (Spatial Quest)

As final step, the Community and the Corporate plan are submitted to the Participant Municipality to be adopted by resolution.

YHC Environnement, an energy planning and environment consultant, was retained by UMNb to provide services to produce inventories, action plans and the various tool needed. Spatial Quest was hired to do the GHG and energy mapping related to workshop's organisation and as liaison agent with the concerned stakeholders in New Brunswick.

II. THE PLAN'S STRATEGY

PLAN SJ POLICIES THAT WOULD SUPPORT THE COMMUNITY AND CORPORATE ENERGY PLAN

- 1. NE-4** Encourage reduced automobile emissions by promoting a more compact, mixed-use development pattern and making walking, cycling and transit use viable transportation choices.
- 2. NE-5** Work with the Government of New Brunswick, industry and other agencies to develop and implement clean air initiatives, including emission reduction strategies.
- 3. NE-7** Reduce emissions from City Infrastructure, including buildings and fleets, through corporate purchasing and operating policies that support the Municipal Energy Efficiency Program.
- 4. NE-37** Continue to improve the energy efficiency of municipal service delivery, including facilities, equipment, fleet, street-lights, and procurement through the Municipal Energy Efficiency Program.
- 5. NE-38** Explore and encourage the development and use of alternative energy sources, such as solar, wind, geothermal, biomass and energy recovery.
- 6. NE-39** Encourage excellence in energy efficiency in new development in retrofitting of existing development.
- 7. NE-40** Support public education and action on the use of alternative energy sources and energy efficiency measures.
- 8. NE-41** Work with relevant agencies to develop and implement an Energy and Greenhouse Gas Emissions plan for the City.

- 9. TM-12** Encourage and promote the use of the active transportation network by residents as a healthy transportation choice by undertaking such initiatives as public education campaigns, mapping of the network and way-finding signage.
- 10. TM-22** Recognize and promote public transit as an important component of a sustainable urban transportation system which contributes to economic development and helps the City achieve its environmental goals and objectives.
- 11. TM-23** Provide effective fiscal support for efficient, affordable, safe and convenient transit services linking major employment, commercial, residential and recreational areas.
- 12. NE-42** Work with the Government of New Brunswick, the Government of Canada and relevant agencies to support research efforts that better quantify the predicted impacts of climate change.
- 13. NE-43** Proactively plan for climate change by taking action to manage the effects of climate change and minimizing adverse impacts through the development of a Climate Change Plan in partnership with other levels of government.

(continued)

II. THE PLAN'S STRATEGY

PLAN SJ POLICIES THAT WOULD SUPPORT THE COMMUNITY AND CORPORATE ENERGY PLAN

14. NE-44 Mitigate local contributions to climate change by:

- a. Working with the Government of New Brunswick, the Government of Canada and relevant agencies to reduce local emissions of greenhouse gases;
- b. Working with the Government of New Brunswick and Saint John Energy to explore renewable sources of energy;
- c. Supporting initiatives to increase public awareness and action on the reduction of greenhouse gas emissions;
- d. Encouraging excellence in emissions reduction and green building standards for all development; and
- e. Recognizing that a variety of initiatives, such as the development of complete communities, increasing economic diversification, offering a range of transportation choices and encouraging local food production all contribute to mitigation of greenhouse gas emissions.

15. MS-1 Ensure the first priority for the City is to maintain and upgrade existing municipal servicing systems.

16. MS-7 Develop an asset management system that will inventory and manage the replacement of infrastructure in an effort to optimize service delivery over the life of an asset.

Community GHG & Energy Action Plan

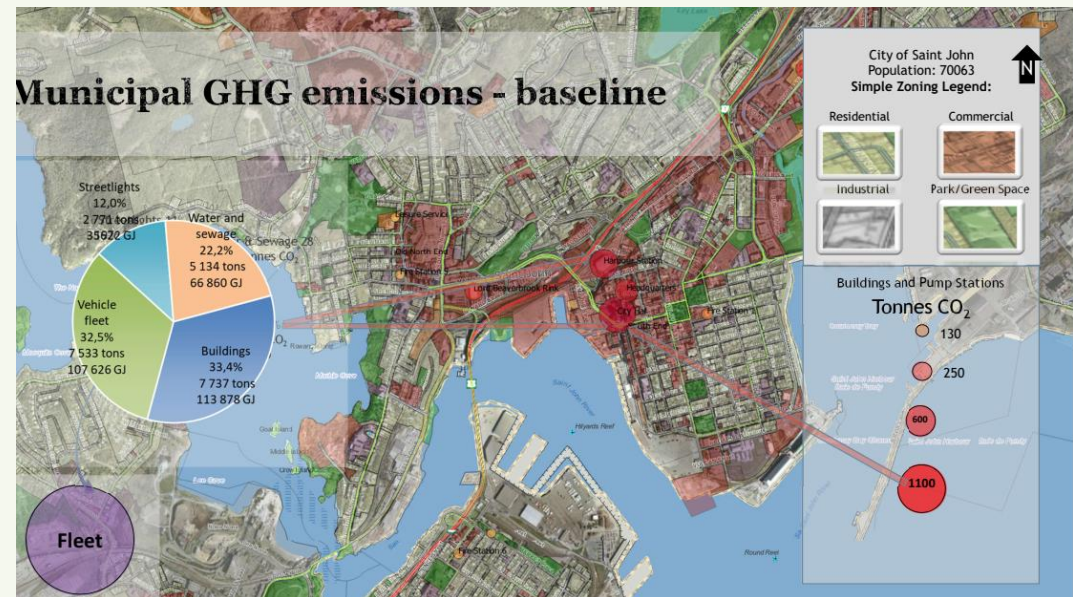
III. THE COMMUNITY'S PROFILE

The City of Saint John is located in southern New Brunswick, in the County of Saint John, of which it is the chief City. Saint John is 415 kilometers west-northwest of Halifax, 915 kilometers east of Montreal and 650 kilometers northeast of Boston. Located at the mouth of the Saint John River on the edge of the Bay of Fundy, the City, with its port, occupies an important place in the economy of the Maritimes. Saint John is the oldest incorporated municipality in Canada and the second largest City in New Brunswick after Moncton.

The population of Saint John in 2016 was 67,575 inhabitants spread over an area of 315.96 km², a density of 213.9 hab./km². It experienced a population decrease of 3,6% from 2011 to 2016. The City had 33,801 private dwellings in 2016, of which 30,208 were occupied by full time residents. 81% of dwellings were built before 1991.

The official languages spoken by the Saint John population are 86% English, 0,15% French, and 13% both French and English.

PICTURE 1: SAINT JOHN'S MAP



III. THE COMMUNITY'S PROFILE

Saint John's dedication to excellency and to be a social leader in New Brunswick and in Canada is well illustrated by the number of awards received through the years.

Awards for City &/or Its Amenities

2017 - 20 of the Most Beautiful Canadian Cities to Live In, Slice.ca

2012 - Top 7 Intelligent Communities Award, Intelligent Communities Forum (ICF)

2010 - Cultural Capital of Canada Designation, Government of Canada, Canadian Heritage and Official Languages

City Organization & Services

2017 - Showcase Award for Engineering Excellence, Assoc. of Consulting Engineering Companies –NB (ACEC-NB) – Spruce Lake Barge Facility

2016 - CAMA Willis Award for Innovation, Canadian Association of Municipal Administrators (CAMA) - One Stop Development Shop

2016 - Laserfiche Run Smarter® Award - Best Records Management category

2014 - URISA Exemplary Systems in Government (ESIG) Award, Distinguished System/Single Process System – Zone SJ Map Viewer

2013 - Community Recognition Award, Province of New Brunswick – Saint John Municipal Energy Efficiency Program (MEEP)

2013 - Premier's Award for Energy Efficiency, project - Commercial New Construction, One Peel Plaza,

2012 - Willis Award for Innovation, Canadian Association of Municipal Administrators (CAMA) – Plan SJ

2012 - Showcase Award for Engineering Excellence, Assoc. of Consulting Engineering Companies –NB (ACEC-NB) - Eastern Wastewater Treatment Facility

2011 - Premier's Award for Energy Efficiency, project - Commercial New Construction, Saint John Transit

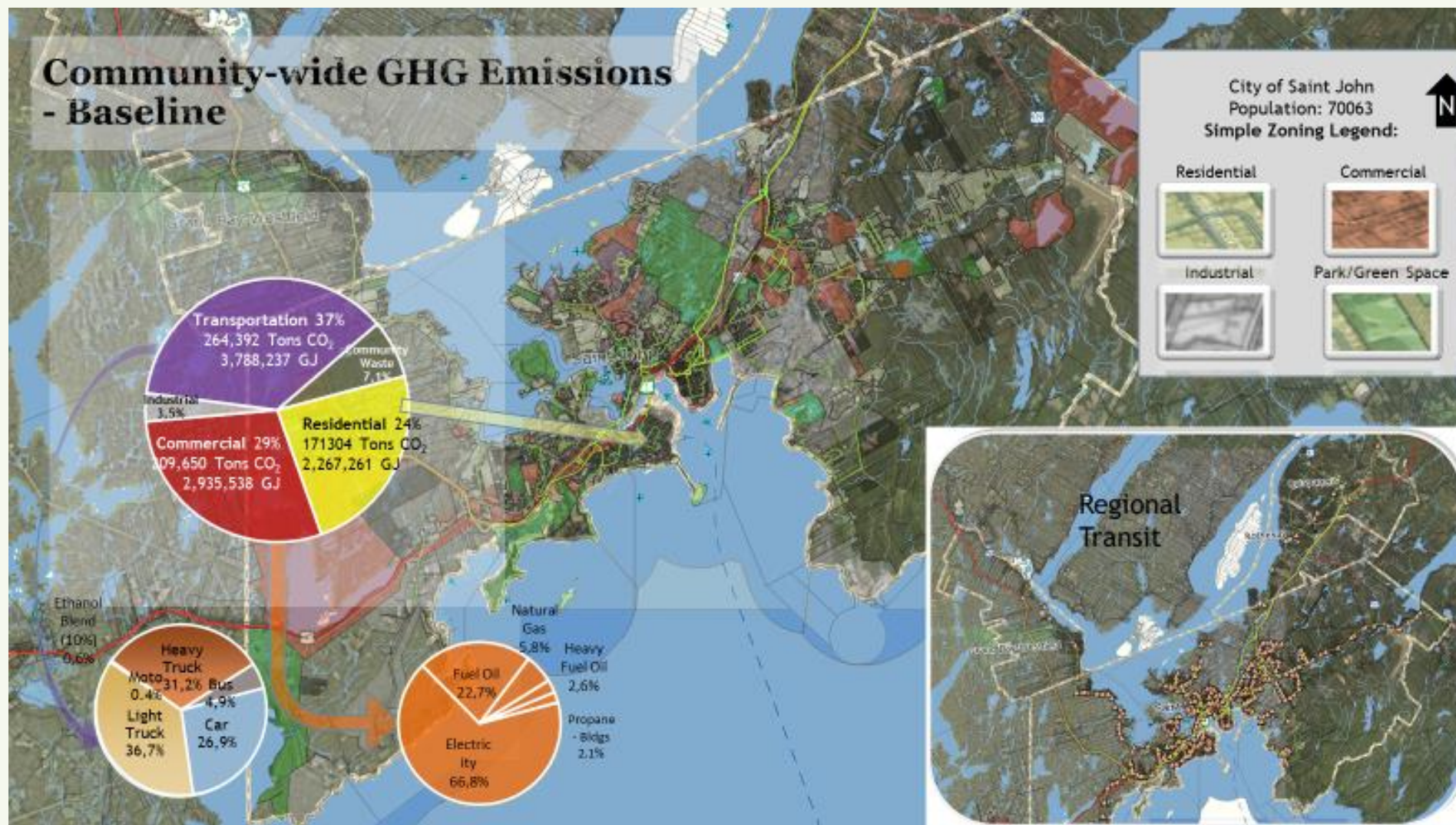
2011 - Premier's Award for Energy Efficiency, Energy Efficiency Champion - Commercial Sector, City of Saint John

2010 - Milton F. Gregg Conservation Award, Conservation Council of New Brunswick – Saint John Sustainable Energy Management Team

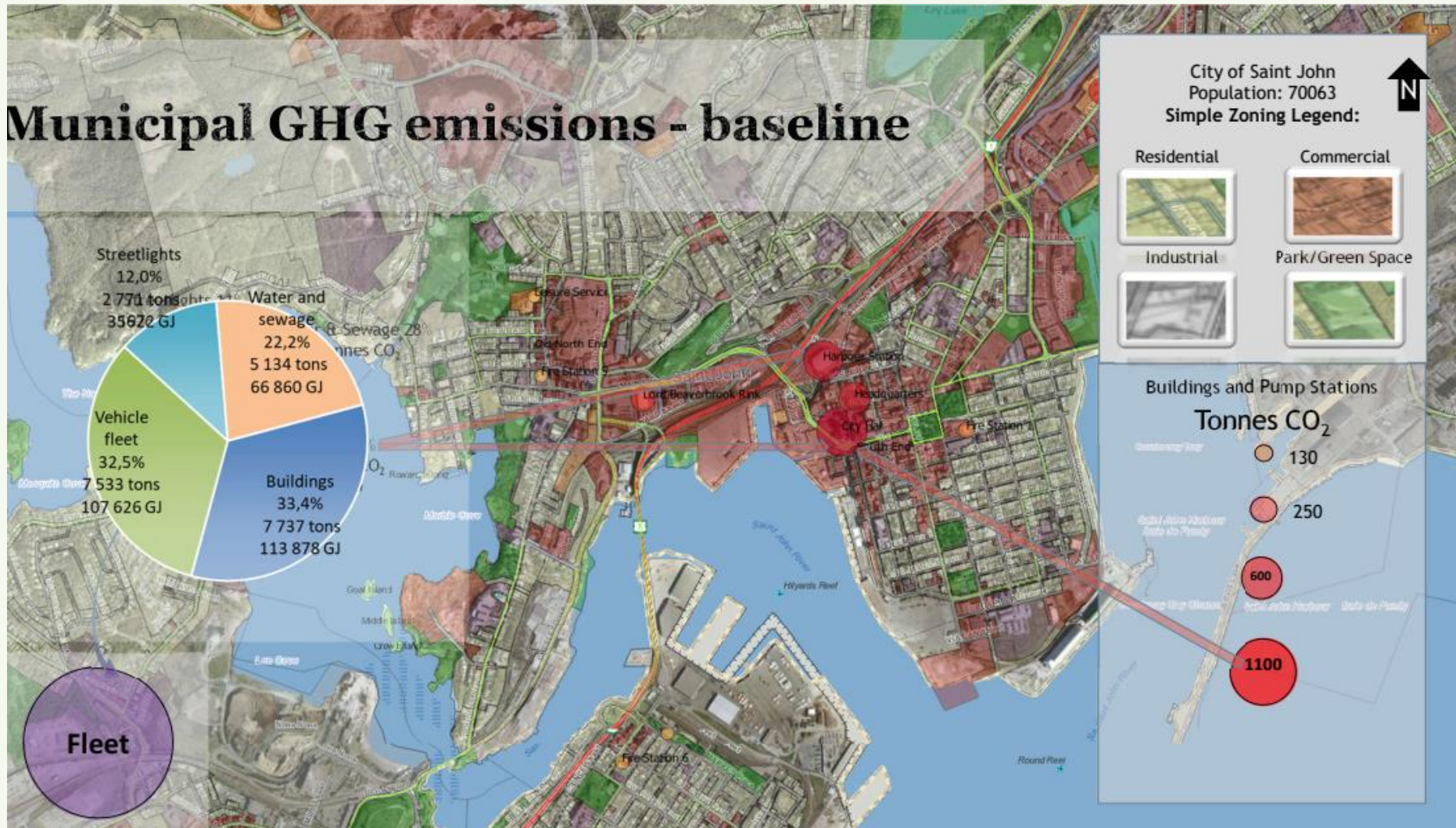
2008 - Federation of Canadian Municipalities (FCM)-CH2M HILL Sustainable Community Award, Energy - Saint John Municipal Energy Efficiency Program (MEEP).

III. THE COMMUNITY'S PROFILE

PICTURE 2: SAINT JOHN'S GHG COMMUNITY EMISSIONS MAP



PICTURE 3: SAINT JOHN'S GHG MUNICIPAL EMISSIONS MAP



III. THE COMMUNITY'S PROFILE

PICTURE 4: SAINT JOHN TRANSIT REGIONAL SERVICES



The Saint John Transit Commission was established in 1979 to provide scheduled transit service to the city. It is the largest public transit system in New Brunswick in terms of both mileage and passengers. Ridership on Saint John Transit's system is about 2.1 million passengers per year.

Saint John Transit's ridership is approximately 50 percent higher than the average for Canadian cities with a population of between 50,000 and 150,000.

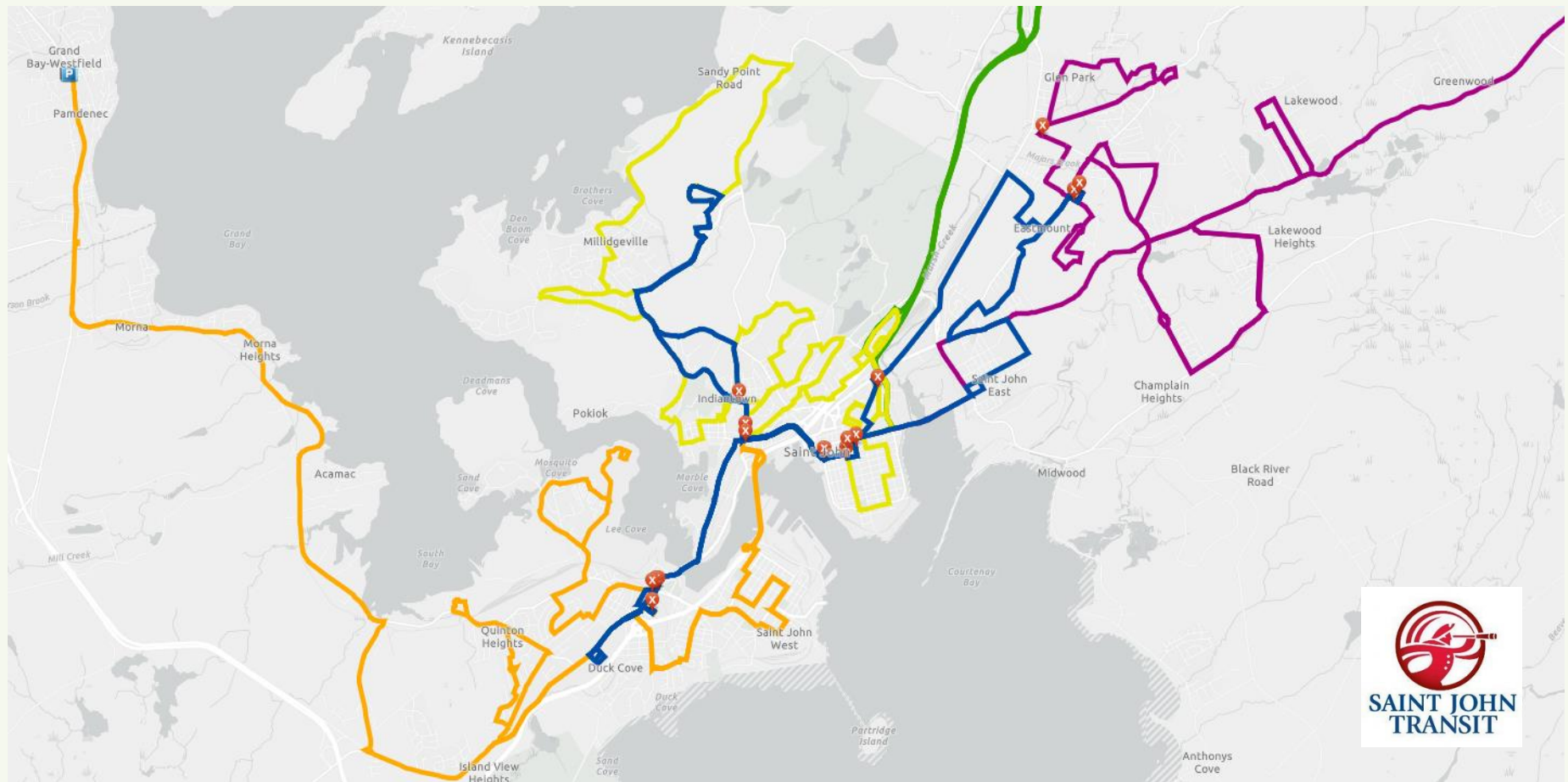
Governed by a Commission, Saint John Transit is dedicated to high standards of customer service through innovative programs and commitment to the community.

Demographics

- ✓ Saint John has had public transit since 1869.
- ✓ Seven day-per-week service—29 separate workday routes—covers every area of the city, including high-traffic areas (Uptown and East side, university and hospital service).
- ✓ Routes cover approximately 515 kilometers of city streets.
- ✓ Ridership on Saint John Transit is about 2.7 million passengers per year; the highest in the province.
- ✓ Saint John Transit is currently experiencing a significant increase in passenger levels.
- ✓ Saint John Transit receives about 50 percent of its operating costs from the fare box, which makes it one of the most self-sufficient services in Canada for cities of similar size.

III. THE COMMUNITY'S PROFILE

PICTURE 5: SAINT JOHN TRANSIT ROUTES



III. THE COMMUNITY'S PROFILE



Saint John Energy (SJE) is 100% owned by the City of Saint John, and accountable to 36,400 residential, commercial and industrial customers for reliable service at rates that are among the lowest in the region.

SJE owns and operates the electricity grid and serves all connected customers and also provides energy services including the installation, maintenance, and rental of electric hot water heater units and mini split heat pump units. On average, residential rates are 10% lower and commercial rates are 3% lower than other utilities in New Brunswick. This is due in part to an excellent relationship with NB Power, the supplier of wholesale electricity.

Facts

- ✓ 36,400 customers
- ✓ 94 full-time employees
- ✓ 760 km of distribution line (590 overhead & 170 underground)
- ✓ 22,000 poles
- ✓ 13 substations

Environment, Saint John Energy continuously works to reduce environmental footprint and help customers do the same through energy conservation. In 2017, SJE achieved all environmental objectives and targets with 100% environmental regulation compliance. SJE also updated its Environmental Management System to the ISO 14001:2015 Standard. And 2018 marks the 20th year that Saint John Energy operations have been certified as meeting this internationally recognized standard of environmental performance.

SJE has over 9,300 smart meters in-market. Saint-John Energy's award-winning Energy Star Most Efficient rated mini-split ductless heat pump rental program, established in 2016, was the first of its kind in Canada and now provides over 3,200 customers with safe, efficient and affordable home heating.

Energy conservation is a key priority for SJE who not only encourage customers to reduce and conserve energy, but continuously looks for ways to do so within its operations. The utility actively finds ways to reduce overall costs and to benefit its customers. One of these many initiatives was installing LED street lights, which not only last longer and require less maintenance, but are more energy efficient.

SJE is founding member of Sustainable Saint John, a grassroots program dedicated to advocacy, education and engagement on environment-related initiatives through a network of like-minded, local organizations.

In 2018, SJE developed a Smart Grid Roadmap with the aspirational view to provide state of the art enhancements to its electricity distribution grid which will maximize energy efficiency, provide environmental benefits, enhance system operations, contribute to the regional economy, and induce customer participation. Following the Smart Grid Road Map, SJE developed a framework to support the Community Energy Plan. This framework sets forth to quantify general targets and timelines, and to identify a number of specific initiatives.

III. THE COMMUNITY'S PROFILE

Managing Peak Demand and Smart Grid

- Smart Grid Roadmap and smart Grid demonstration projects
- Operational efficiencies from smart grid projects
- Peak demand reduction projects

Exploring Renewable Generation Projects

- Embedded renewable energy projects – solar PV and wind energy

Increasing Efficient Consumer products

- Mini-split heat pump rental program
- Water heater rental program
- New energy efficient products and energy-saving initiatives
- Electric Vehicle residential charging units

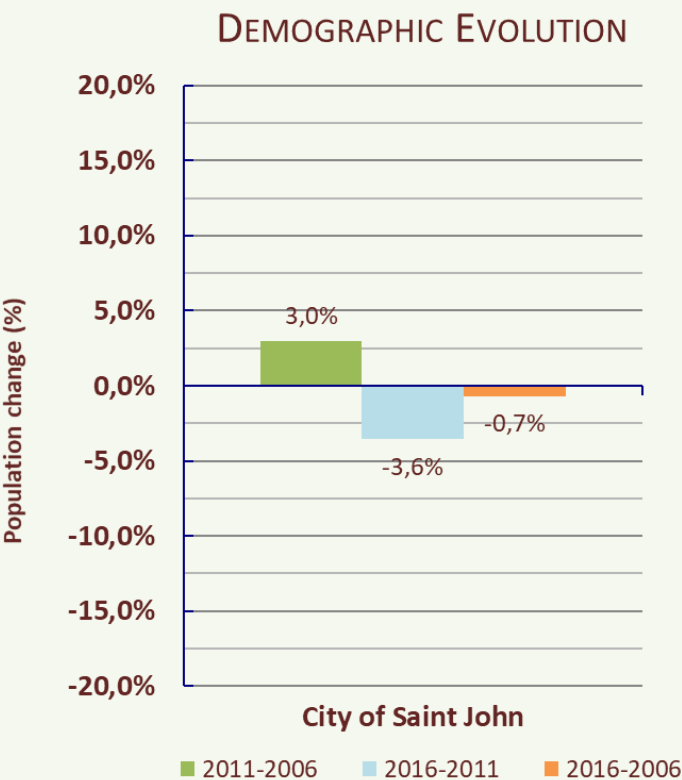
SJE's Plan aims to integrate renewable energy generation to the system, to decrease energy demand, and to increase overall energy efficiency.



III. THE COMMUNITY'S PROFILE

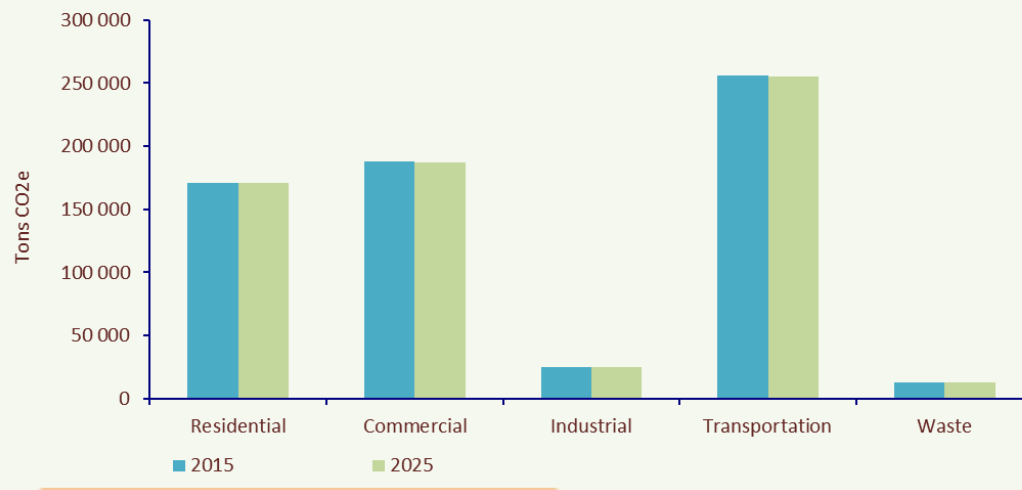
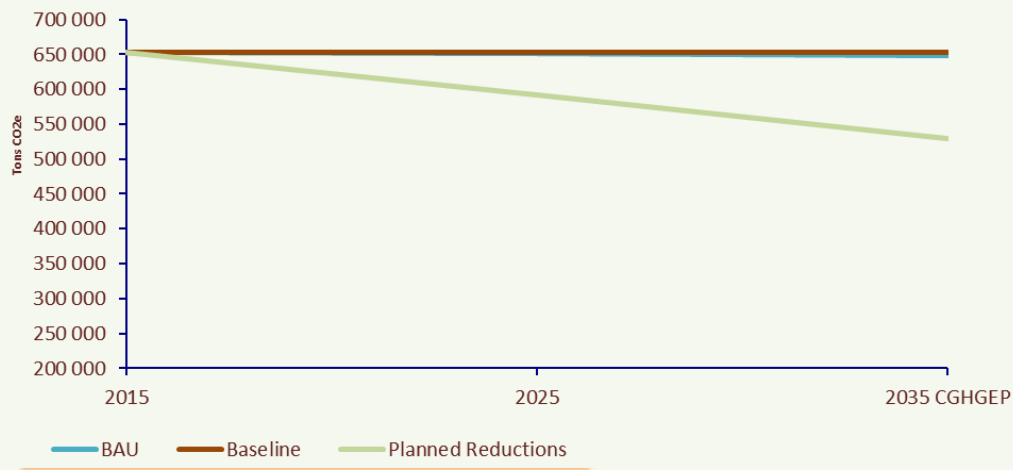
Challenges

- ✓ The City of Saint John and its community are facing challenges related to population decrease: almost 4% between 2011 and 2016.
- ✓ For the City, while its responsibilities and expenses remain similar or increase, tax and other incomes are decreasing in time. However energy needs are difficult to curb down.
- ✓ In the last 3 years, but also prior to 2015 with the Municipal Energy Efficiency Program (MEEP) adopted in 2008, many actions (called the Early Actions), reflected in the Corporate GHG Action Plan, were taken to reduce energy consumption and had significant positive impacts on the GHG emission reduction.
- ✓ For the Community, to curb down energy consumption and GHG emission, investment will be needed to help citizens to adopt cleaner and more efficient equipment.
- ✓ To provide regional services to growing neighborhood municipalities impacts energy needs and community GHG evolution.
- ✓ The main challenge for Saint John, the City and its Community, is to find solutions to reduce energy consumption, to produce clean energy and imperatively generate income as well as a good return on investment.



III. THE COMMUNITY'S PROFILE

The business as usual scenario anticipates that, apart from the present action plan reduction, the level of the community GHG emissions will decrease by 0.7%. This action plan is expected to bring them down by 9% in 2025 and by 18% in 2035.



A. THE PLAN

The Plan aims to help Saint John and its Community to face main challenges.

- **Reduce dependency on fossil energies**
- **Curb down energy use, expenses and reduce GHG emissions**
 - Promote individual and collective energy efficient habits:
 - a. Implement an ongoing anti-idling campaign & fuel efficient driving all across the community
 - b. Increase at least by 15% clothes line usage
 - Promote energy efficient technologies:
 - a. LED lighting to replace 60% all lights in the community
 - b. 6 000 commercial and industrial consumers to reduce their electricity use by 10% (Target set by Saint John Energy)
 - c. At least 15% of residential consumers to improve their non-electrical energy efficiency for an average of 10%
 - d. At least 20% of commercial and industrial consumers to improve their non-electrical energy efficiency for an average of 10%
 - Promote energy wise decision-making : smaller vehicles are in average 20% more fuel efficient
- **Foster a shift towards low carbon transportation solutions integrating EV infrastructure, promotes alternative fuel vehicles**
 - Use existing programs and incentives to increase the number of Electric and Hybrid Cars and to install more Charging Stations

IV. THE PLAN'S SUMMARY

A. THE PLAN (CONTINUED)

- **Implement low capital project & strategy to generate good return on investment overcome tax income stagnation**
- **Generate income with local renewable energy production:**
 - A. District Energy
- **Support and collaborate with Saint John Energy to achieve their 6% renewable energy production target**
 - A. Solar Farms – PV
 - B. Wind Turbine Farms
- **Diversify transportation alternatives by supporting public transit services**

IV. THE PLAN'S SUMMARY

Saint John Energy – Supportive Community Energy Plan 2019 in support of The City of Saint John

Targets and Initiatives *The general targets for the SJE's Energy Use Effectiveness Plan are:*

1. Increase SJE's annual system load factor from 71% to 75% by 2025. *An increase in system in load factor will result in a lower energy demand during peak times, and more smooth energy usage throughout the day. The reduction of peak power demand will improve total system operations, reduce stress on electricity delivery assets, and displace high-cost emitting generation during peak times. The load factor target will be achieved through several demand response initiatives such as the development of demand prediction algorithms, managed energy storage assets, smart dispatchable assets, conservation voltage reduction, and fleets of controllable energy loads.*

➤ **Target Demand Reduction of 25 MW, and t/yr of 1,170 t/yr GHG.**

2. Offer products that allow customers to reduce energy by 10% by 2025. *Reducing customers' energy usage will result in less generation production, less greenhouse gases overall, and lower costs to the end users. The load reduction targets will be achieved by installing more efficient energy products in bundles at customers' homes – e.g. mini split heat pumps, ultra high efficiency hot water heaters.*

➤ **Target Energy Reduction of 9,400 MW/yr, and 2,632 t/yr of GHG**

3. Provide infrastructure to allow for the integration of embedded renewable energy resources of 6% of SJE's total energy needs by 2025. *The integrated renewable energy assets will be predominately wind energy projects and utility-scale solar PV plants. SJE plans to accommodate the first wave of renewable energy projects by 2022, and have a connection-ready process and system by 2025 for additional larger projects. The renewable energy generated will displace emitting generation in the system and reduce greenhouse gases.*

➤ **Target Vehicle conversion of 20, and 60 t/yr of GHG.**

(continued)

IV. THE PLAN'S SUMMARY

Saint John Energy – Supportive Community Energy Plan 2019 in support of The City of Saint John

Targets and Initiatives *The general targets for the SJE's Energy Use Effectiveness Plan are:*

4. Provide initial pilot installations for residential EV chargers for 20 vehicles by 2025. *The pilot installations will be part of the overall Community Program, which will consist of the provision of several public electric vehicle ("EV") charging stations as well as the introduction of a residential home charger rental program. The use of electric vehicles will reduce combustion emissions and greenhouse gases. This target is consistent with NB Power's province-wide target for EV chargers.*

➤ **Target Vehicle conversion of 20, and 60 t/yr of GHG.**

5. Increase SJE's system operational efficiency by 2% by 2025. *The modernization of the grid will result in operational efficiencies utilizing more efficient transformers, and upgrading the electrical infrastructure. This will result in more streamlined power flow and lower distribution losses.*

➤ **Target losses reduction of 24 mWhr/yr and 6.75 t/yr of GHG.**

6. Increase SJE's operational productivity by 2% by 2025. *Implementing state of the art grid information systems will result in increased operational productivity such as lowering downtime, reducing windshield time for operational crews, decreasing maintenance timelines and costs, and providing more efficient customer service. These efficiencies will be derived by the use of several smart informational technologies, such as AMI, GIS, Self-Healing Networks, Intelligent Fault Indicators and Smart Sensors throughout the system.*

AMI infrastructure will eliminate 2 maintenance vehicles from the SJE fleet.

➤ **Target Vehicle elimination of 2, and 6 t/yr of GHG.**

B. THE STRATEGY

Strategy's Summary

Implementation and monitoring Procedures

General Procedures

- | | | |
|---|---|--------------------------|
| 1 | Annual sectorial review meeting | |
| 2 | Annual Community GHG & Energy Action Plan Update | Reaching PCP Milestone 4 |
| 3 | Annual or biennial inventory update (Community & Corporate) | Reaching PCP Milestone 5 |
| 4 | Project Portfolio Revision: New & Retrieved Project | |

Project Portfolio Procedures

Residential		
R 1	LED lighting	
1	Annual activity review report	Status, project implementation development
R 2	Energy efficiency (Residential buildings)	
1	Annual activity review report	Status, project implementation development
2	Monitoring activities	GHG & GJ reduction evaluation
R 3	Clean Energy Conversion	
1	Annual activity review report	Status, project implementation development
2	Monitoring activities	GHG & GJ reduction evaluation
R 4	Energy efficiency - Residential - Clothes Line Program	
1	Annual activity review report	
2	Annual activity review report	Status, project implementation development



B. THE STRATEGY (CONTINUED)

ICI		
ICI 1 LED lighting		
1	Annual activity review report: Status, project implementation development	
ICI 2 Energy efficiency (commercial buildings)		
1	Annual activity review report	Status, project implementation development
2	Monitoring activities	GHG & GJ reduction evaluation
SJE's Supportive Community Energy Plan Targets for 2025		
R 1 SJE Energy efficiency (Residential/Commercial/Industrial)		
1	Annual activity review report	Status, project implementation development
2	Monitoring activities	GHG & GJ reduction evaluation
R 2 Increase Annual Load Factor		
1	Annual activity review report	Status, project implementation development
2	Monitoring activities	GHG & GJ reduction evaluation
R 3 Facilitate Fuel Switching (EV's)		
1	Annual activity review report	Status, project implementation development
2	Monitoring activities	GHG & GJ reduction evaluation
R 4 Increase Operational Productivity		
1	Annual activity review report	Status, project implementation development
2	Monitoring activities	GHG & GJ reduction evaluation
R 5 SJE Renewable Energy Strategy		
1	Annual activity review report	Status, project implementation development
2	Monitoring activities	GHG & GJ reduction evaluation
3	According to potential volume - Carbon Credit Registration process: Year status, registered credits, etc.	

B. THE STRATEGY (CONTINUED)

Transportation		
T 1	Electric Vehicle Community Program	
1	Annual activity review report	Status, project implementation development
2	Monitoring activities	EV purchase information
T 2	Idle-free Policy	
1	Annual activity review report	Status, project implementation development
	Branding operation & policy revision Drive through	
T 3	Fuel-efficient driving	
1	Annual activity review report	Status, project implementation development
T 4	More efficient & compact vehicles	
1	Annual activity review report	Status, project implementation development
	Branding operation	
Local Renewable Energy Production		
RE 1	District Heating	
1	Annual activity review report	Status, project implementation development
2	Monitoring activities	GHG & GJ reduction evaluation
3	According to potential volume - Carbon Credit Registration process: Year status, registered credits, etc.	
RE 4	Hydroelectricity - Turbine	
1	Annual activity review report	
2	Monitoring activities	Status, project implementation development
3	According to potential volume - Carbon Credit Registration process: Year status, registered credits, etc.	

COMMUNITY GHG INVENTORY

V. THE INVENTORY

The City of Saint John has joined the Climate Change and Energy Initiatives Program by commissioning UMNb and YHC Environnement to develop an inventory of its GHG emissions that will be used to develop an action plan that includes a suite of measures to control and reduce GHG emissions from their sources.

Saint John's emissions inventory consists of two separate components. The first is emissions from the activities of the municipal administration (the Corporate) and the second covers the entire territory of the Municipality (the Community).

This document covers the Greenhouse Gas Emission Inventory for the 2015 reference year of the community component of the City of Saint John. The relevant additional elements are detailed in the appendices.

V. THE INVENTORY

A. SUMMARY

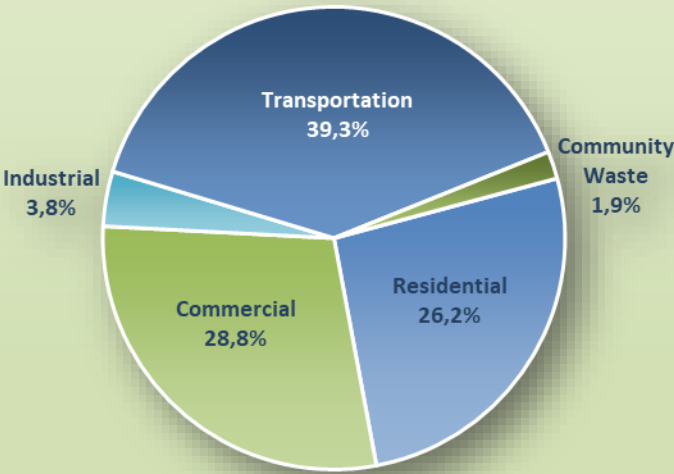
The community component consists of five emission sectors. For Saint John, the total emissions of the community is approximately 653 152 tons of CO₂ equivalent. Most of these came from transportation that is 39.3%. Commercial generated 28.8% of emissions, residential 26.2%, industrial 3.8% and finally 1.9% of emissions are attributed to the community waste.

The Community, with its 67 575 inhabitants has a per capita emission rate of 9.7 tons of CO₂ equivalent.

TABLE 1 :
COMMUNITY GHG EMISSIONS FOR THE BASE YEAR

GHG (tons eCO ₂)	2015
Residential	171 288
Commercial	187 917
Industrial	25 020
Transportation	256 393
Community Waste	12 534
Total	653 152
Population	67 575
GHG per capita (teCO ₂)	9,7

GRAPH 1 :
COMMUNITY GHG EMISSIONS BREAKDOWN BY SECTOR (teCO₂)



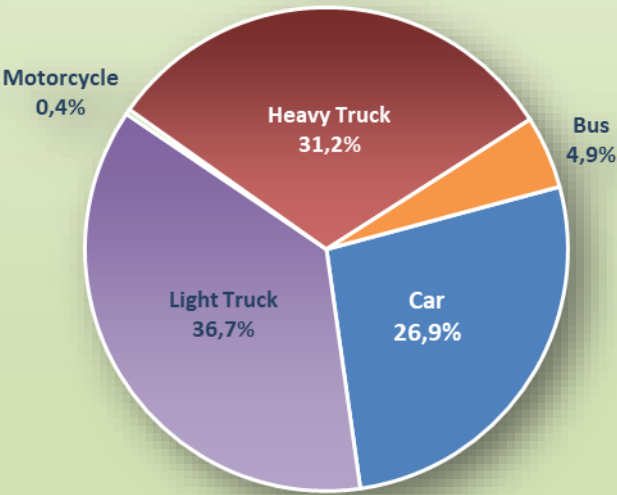
B. TRANSPORTATION

For the year 2015, the Saint John community had 56 795 vehicles numbered on its territory. With 256 393 tons of eq. CO₂, the transportation sector is responsible for a large part (39.3%) of greenhouse gas emissions of the community (see Graph 1). Emissions from the sector come from five (5) subclasses; light truck because of their large number, form the category that generates the most emissions from GHG, with 36.7% of the total sector. Heavy Truck is in second place with 31.2%, follow car 26.9%, bus 4.9%, and finally motorcycle with 0.4%.

TABLE 2 :
TRANSPORTATION GHG EMISSIONS BREAKDOWN
BY VEHICLE TYPE (teCO₂)

Vehicle Type	2015			
	Number	%	(teCO ₂)	%
Car	27 377	48,2%	69 015,5	26,9%
Light Truck	23 982	42,2%	94 107,6	36,7%
Motorcycle	1 910	3,4%	907,1	0,4%
Heavy Truck	3 304	5,8%	79 913,6	31,2%
Bus	222	0,4%	12 449,0	4,9%
Total	56 795		256 393	

GRAPH 2 :
TRANSPORTATION GHG EMISSIONS BREAKDOWN
BY VEHICLE TYPE (teCO₂)



C. Industrial, Commercial and Institutional Buildings (ICI)

In 2015, an estimated 384 225 tons of eq. CO₂, greenhouse gas emissions from come from Saint John's residential and industrial, commercial and institutional (ICI) sectors. Electricity gets noticed as first source of GHG emissions with 267 538 tons of eq. CO₂. Fuel oil and natural gas assume 80 787 and 19 770 tons, heavy fuel oil and propane emit 9 306 and 6 825 tons eq. CO₂.

TABLE 3 :

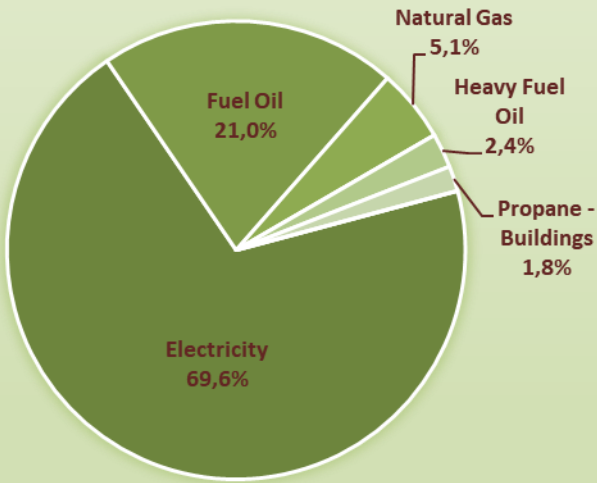
COMMUNITY GHG EMISSIONS AND ENERGY CONSUMPTION BY TYPE

Energy	2015		(teCO ₂)	%	(Gj)	%
	Volume	Units				
Electricity	955 491 860	kWh	267 538	69,6%	3 439 771	65,8%
Fuel Oil	29 536 412	Liters	80 787	21,0%	1 146 013	21,9%
Natural Gas	10 391 032	m3	19 770	5,1%	407 744	7,8%
Diesel - Buildings	-	Liters	-	-	-	-
Heavy Fuel Oil	2 958 875	Liters	9 306	2,4%	125 752	2,4%
Propane - Buildings	4 420 006	Liters	6 825	1,8%	111 870	2,1%
District Energy	-		-	-	-	-
Total			384 225		5 231 150	

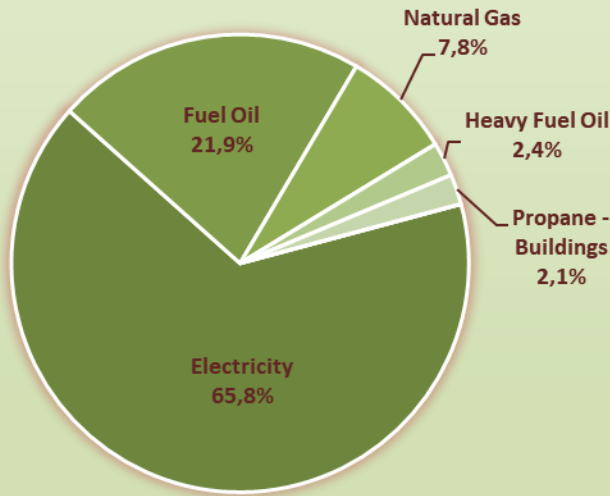
C. Industrial, Commercial and Institutional Buildings (ICI) (continued)

Electricity produces 69.6% of the sector's emissions and meets 65.8% of the Saint John Territory's energy needs for the residential sector and ICI. Fuel oil, natural gas, heavy fuel oil and propane accounted for 21.0%, 5.1%, 2.4% and 1.8% of greenhouse gases, respectively, and together they 21.9%, 7.8%, 2.4% and 2.1% of their energy demand in their sectors for the Saint John community.

GRAPH 3 :
RESIDENTIAL AND ICI GHG EMISSIONS BREAKDOWN
BY ENERGY TYPE (tCO₂)



GRAPH 4 :
RESIDENTIAL AND ICI ENERGY CONSUMPTION BREAKDOWN
BY ENERGY TYPE (GJ)



D. Community Waste

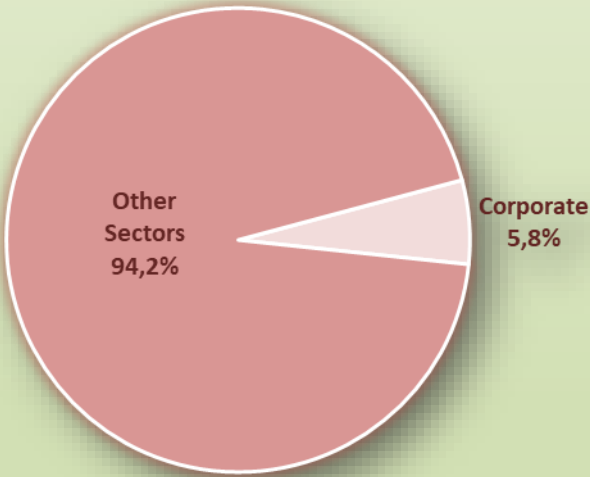
In 2015, the 36 050 tons of Saint John’s solid waste produced 12 534 tons of eq. CO₂ greenhouse gas. They are responsible for 1.9% of the total emissions of the Community (see Graph 1).

The estimated share of corporate emissions is 731.9 tons of eq. CO₂ (5.8% of the total) which would correspond to nearly 1 785 tons of waste.

TABLE 4 :
COMMUNITY LANDFILL WASTE BY CATEGORY

Waste Category	2015			
	tons	%	(teq. CO ₂)	%
Corporate	1 785	5,0%	731,9	5,8%
Other Sectors	34 265	95,0%	11 802,1	94,2%
Total	36 050		12 534,0	

GRAPH 5 :
COMMUNITY LANDFILL WASTE GHG EMISSIONS
BY CATEGORY (teCO₂)



E. Community Emissions Forecast (continued)

The projected emissions, seek to present how inventory emissions will evolve at the end of the action plan, based on a business as usual scenario, ie without any direct intervention of the decision-makers. Factors such as demographic change or economic conditions are taken into account in determining future levels of current emissions.

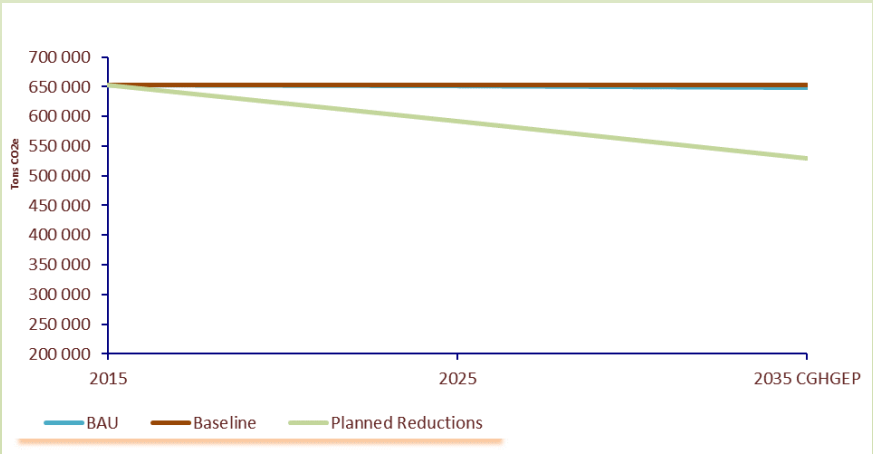
For Saint John, the business as usual scenario anticipates that, apart from the present action plan reduction, the level of the community GHG emissions will decrease by 0.7%. This action plan is expected to bring them down by 9% in 2025 and by 18% in 2035.

TABLE 6 :
COMMUNITY INFORMATION

Base Year	2015	
Forecast Year*	2025	2035 CGHGEP
Reduction Target by Forecast Year* (%)	9,0%	18,0%

Baseline: 2015 (Base year)
BAU: Business as usual scenario forecast
2025: Action Plan deadline
CGHGEP or CEP: Community Greenhouse Gases Energy Planning. Long term projects requiring a longer horizon than the current action plan.

GRAPH 6 :
COMMUNITY EMISSIONS FORECAST



COMMUNITY PLAN

A. STRATEGY FOR GHG REDUCTION AND PROJECT SELECTION

Community Action Plan

As noted in Section II - Strategy, for PCP and GMF, the GHG emission reduction targets of participating municipalities are set on a voluntary and non-binding basis.

Taking into account the context of the City, the community plan proposes the achievement of a target of 9% reductions in GHG emissions for 2025 and 18% reductions in GHG emissions for 2035 according to the reference year 2015.

TABLE 7 :
COMMUNITY INFORMATION

Objectives and year set by Saint John:		
Corporate Action plan :		
		• Reduction Target : 9% and 18%
		• Base year : 2015
		• Forecast year : 2025 and 2035

A. STRATEGY FOR GHG REDUCTION AND PROJECT SELECTION

Guiding Principles

The approach behind the development of the City of Saint John's Action Plan as part of UMNb's CCEI is to develop an action plan that includes projects which :

- 1) Improve the quality of life of communities (better environment and savings)**
 - ✓ Improve the quality of life of communities (better environment and savings) ;
 - ✓ Generate GHG emission reductions that meet the goals and needs of the community ;
 - ✓ Allow as much as possible to generate energy savings that guarantee the sustainability of the actions of the Municipality and its community.
- 2) Use community resources to develop the expertise of UMNb and New Brunswick members**
 - ✓ Optimize the use of community resources and know-how to maximize socio-economic benefits;
 - ✓ Help develop local and regional expertise to increase the knowledge of communities and New Brunswick..
- 3) Will become examples and models for New Brunswick and other communities in Canada**
 - ✓ The projects must enable UMNb member municipalities to stand out / take leadership, to respond to challenges of climate change for New Brunswick communities, to protect the environment, improve the quality of life, and become role models for action and resilience.

A. STRATEGY FOR GHG REDUCTION AND PROJECT SELECTION

Global Approach

«GOOD PRACTICE» PROJECTS

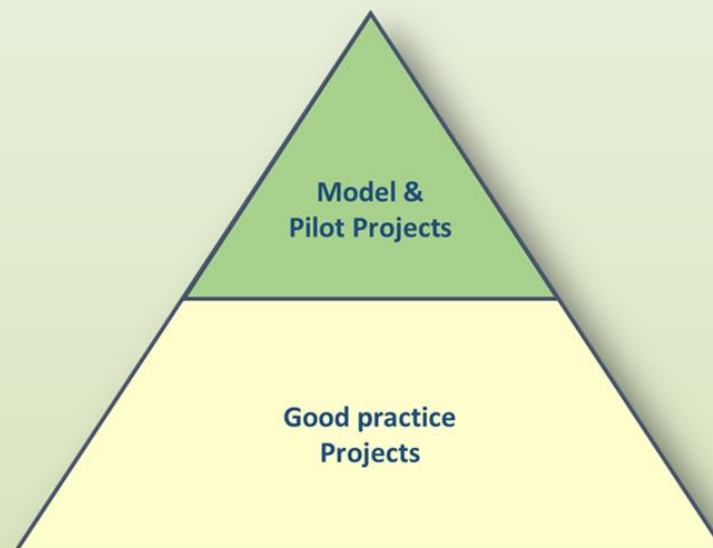
The action plan prioritises projects considered as "good practices". These projects correspond to the application of, for example, measures and technologies supported by the programs of New Brunswick Power, the Government of New Brunswick or Canada.

- ✓ These "Good Practice" projects form the basis of the Action Plan.

MODEL PROJECTS & PILOT PROJECTS

As part of Saint John's CCEI, the action plan also proposes s three types of model projects & pilot projects :

- **Transport electrification & EV integration in the community**





B. REFERENCE LEVEL AND TARGET

The goal of the City of Saint John's Community Action Plan is to reduce greenhouse gas emissions by 9% by 2025 and 18% by 2035 from their 2015 baseline.

For Saint John, the emissions calculated for the year 2015 allow us to estimate the reductions required to reach the target set by the Community's action plan to approximately 58 784 tons or 9% by 2025 and 117 567 tons or 18% by 2035.

TABLE 8 :
BASELINE AND TARGET

Tons of CO2 equivalent				Year		9%	18%		
				Base	Forecast	Forecast CGHGEP	2025	2035	
				2015	2025	2035			
1	Current Emissions			653 152					
2	Community Emissions Forecast (BAU Scenario)				650 906	648 660			
3	Reduction Target				9,0%	18,0%			
4	Forecast emissions (target) (line 1 - line 5)				594 368	535 585			
5	Total reductions to be achieved (line 1 - line 4)				58 784	117 567			
6	Total reductions to be achieved (Including BAU Scenario)				56 538	113 075			

C. ANALYSIS OF THE PROJECTED RESULTS OF THE ACTION PLAN

Achieving the objective of Saint John’s Action Plan would mean that the level of community GHG emissions for the year 2025 be at 592 883 tons of eq. CO₂. This is a decrease of 60 269 tons from the 2015 emissions level of 653 152 tons of eq. CO₂. This represents a potential reduction of 9.2%, which is 0.2 percentage points above the target of 9% and 1 486 tons more than the targeted reduction of 58 784 tons (see Table 8).

TABLE 9 :
ANALYSIS OF THE OUTCOME OF THE ACTION PLAN

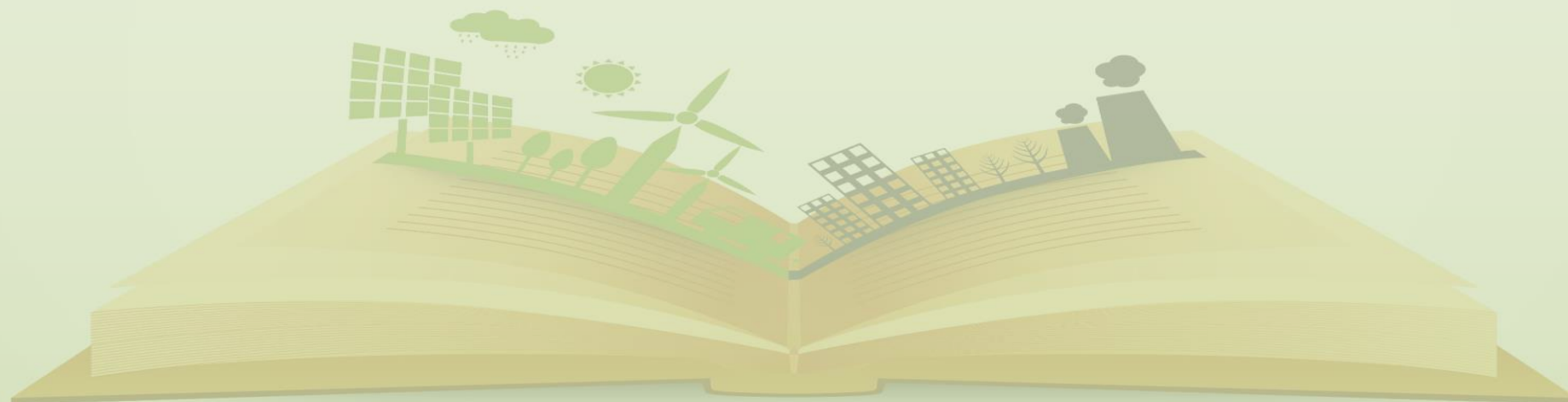
Total reductions			Forecast CGHGEP 2025
	eCO ₂ (t)	%	
1	Current Emissions (Base year)	653 152	100,0%
2	Early action results	0,0	0,0%
3	Expected reductions in the Action Plan	60 269	9,2%
4	Total Reductions (line 2 + line 3)	60 269	9,2%
5	Level of anticipated emissions (forecast year) (line 1 - line 4)	592 883	90,8%
6	Gap with the target (Action Plan 2025)	1 486	0,2%
7	Considering BAU Scenario (2025)	3 732	0,3%
			9,6%



D. PROJECT PORTFOLIO

The most recent measures, technologies and programs have been analyzed and evaluated. They form the basis of the action plans produced by YHC Environnement. Then, based on the 2015 inventory data, as well as the characteristics and needs of the Community of Saint John, the development of the Project Portfolio was completed.

The action plan contains seventeen (17) projects whose potential reductions are estimated at 60 269 tons of CO₂ equivalent (see Table 10).



D. PROJECT PORTFOLIO

Project Portfolio Summary

TABLE 10 : COMMUNITY PROJECT PORTFOLIO

Projects (Measures, Actions, Technologies)		Total GHG reductions (tons)
Residential		5 857
1	R 1 LED lighting	2 118
2	R 2 Energy efficiency (Residential buildings)	369
3	R 3 Clean Energy Conversion Conversion rate : 35%	2 673
4	R 4 Energy efficiency - Residential - Clothes Line Program	696
ICI		8 312
5	ICI 1 LED lighting	6 710
6	ICI 2 Energy efficiency (commercial buildings)	1 602
SJE's Supportive Community Energy Plan Targets for 2025		19 893
7	SJE 1 SJE Energy efficiency (Residential/Commercial/Industrial)	2 632
8	SJE 2 Increase Annual Load Factor	1 170
9	SJE 3 Facilitate Fuel Switching (EV's) See Electric Vehicle Community Program	-
10	SJE 4 Increase Operational Efficiency	7
11	SJE 5 Increase Operational Productivity	40
12	SJE 6 SJE Renewable Energy Strategy SJE Target 6%	16 044
Transportation		22 753
13	T 1 Electric Vehicle Community Program EV Units: 220	243
14	T 2 Idle-free Policy	16 020
15	T 3 Fuel-efficient driving	4 859
16	T 4 More efficient & compact vehicles	1 631
Local Renewable Energy Production		3 454
17	RE 1 District Energy System	3 454
TOTAL		60 269

D. PROJECT PORTFOLIO

1. Infrastructure (lighting) - LED lighting (Residential/Commercial/Industrial)

(Project #: R1 & ICI1)

LED technology is more reliable with a much longer life span compared to other types of lighting. According to Hydro-Quebec : "Most LED bulbs last about 25,000 hours, while incandescent lightbulbs last only 1,000." So if they're on 8 hours a day, 365 days a year, LED bulbs could last more than 8 years". In the community, voluntary conversions and those made through information, awareness and incentive campaigns reduce electricity consumption.

It is assumed that 60% of the incandescent bulbs will be replaced by LED bulbs at the end of this action plan.

LED lighting	Base year : 2015		
	GJ	kWh	Ratio
1 Total residential energy consumption	2 267 261	629 794 834	
2 Estimated residential lighting power consumption	82 528	22 924 532	3,64%
3 Total CI sector energy consumption	2 317 362	643 711 632	
4 Estimated commercial lighting power consumption	248 421	69 005 887	10,72%
5 Total industrial energy consumption	357 221	99 228 038	
6 Estimated industrial lighting power consumption	13 003	3 611 901	3,64%
7 Efficiency gains due to conversion		55%	
8 Conversion rate for 2025		60%	
9 Annual energy conversion reduction (residential)		7 565 096	kWh
10 Annual Energy Conversion Reduction (CI)		22 771 943	kWh
11 Annual Energy Reduction in Conversion (Industries)		1 191 927	kWh
12 Reduction of GHG emissions from conversion (residential)		2 118	t. eq. CO ₂
13 Conversion GHG emission reduction (CI)		6 376	t. eq. CO ₂
14 Reduction in Conversion GHG Emissions (Industries)		334	t. eq. CO ₂
15 Reduction of GHG emissions from conversion (all sectors)		8 828	t. eq. CO₂

Note:

Line 12- Table 10, Project 1 R 1

Lines 13 & 14- Table 10, Project 5 ICI 1

D. PROJECT PORTFOLIO

2. Infrastructure (heating, cooling & envelope) - Energy efficiency (Residential buildings)

(Project #: R2)

In addition to Saint John Energy Targets and Initiatives which provide efficiency solutions to power consumers, the City of Saint John intends to develop energy efficiency programs and incentives that aim other forms of energy used for heating purposes in the residential sector (natural gas, fuel and propane).

According to the community inventory, more than 26% of the community's GHG emissions come from the residential sector.

The average implementation rate of these measures is set at 15%. The average efficiency of all these measures is set at 10%.

Base year : 2015			
Energy efficiency (Residential buildings)			
1	Energy saving (estimated)	10,0%	
2	Participating households (number and %) *	4 532	15,0%
3	Energy saved per year (Gj)	5 487	
4	Reduction of GHG emissions (tonnes and %)	369	1,5%
	* Rough estimation		
5	Estimation details		
6	Total electricity Consumption	n/a	Gj See SJE project
7	Energy use for heating purposes	65,94%	
8	Electric Consumption - heating	n/a	Gj See SJE project
9	Fuel consumption - heating	309 363	Gj see below
10	Natural gas and Propane consumption - heating	56 426	Gj
11	Electricity consumption GHG emissions	n/a	eCO ₂ (t) See SJE project
12	Fuel consumption GHG emissions	21 808	eCO₂ (t)
13	Natural gas and propane GHG emissions	2 801	eCO ₂ (t)
14	GHG emissions targeted	24 609	3,8%
15	Projects' rate of implementation	15%	Target to set
16	Total community emissions	653 152	eCO ₂ (t)
17	Average energy efficiency gain	10,0%	Target to set
18	Number of Dwellings in the community	30 210	
19	Participating households	4 532	Rough estimation
	See Clean Energy Conversion project		

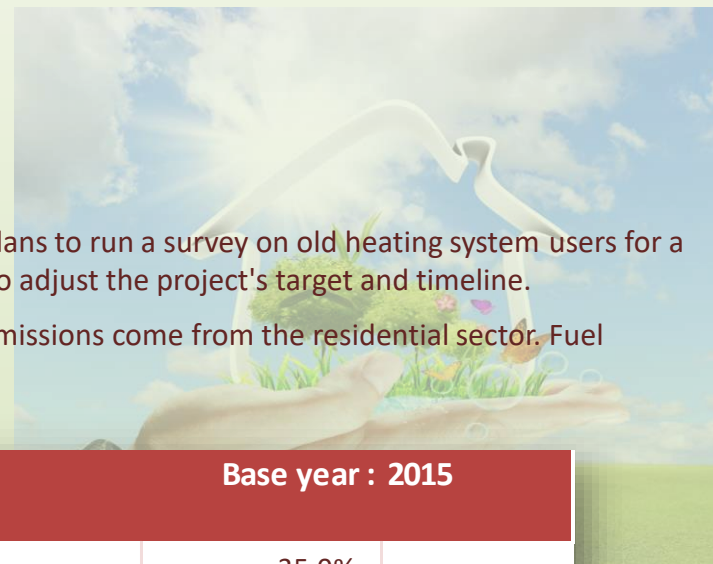
D. PROJECT PORTFOLIO

3. Infrastructure (heating, cooling) - Clean Energy

(Project #: R3)

Saint John wishes to increase use of cleaner sources of energy. The municipality plans to run a survey on old heating system users for a better understanding of their number, needs and demands. The survey will allow to adjust the project's target and timeline.

According to the community inventory, more than 26% of the community's GHG emissions come from the residential sector. Fuel furnaces are less efficient than electric heater.



Clean Energy Conversion			Base year : 2015	
1	Energy conversion		35,0%	
2	Participating households (number and %) *		10 574	35,0%
3	Energy saved per (Gj)		49 974	
4	Reduction of GHG emissions (tonnes and %)		2 673	8,0%
	* Rough estimation			
	Estimation details			
5	Heating oil consumption	475 944	Gj	
6	Heating oil GHG emissions	33 551	eCO ₂ (t)	
7	Projects' rate of implementation	35%	Target	
8	Number of Dwellings in the community	30 210		
9	Participating households	10 574	Rough estimation	
10	Electricity needs (result of conversion)	116 606	Gj	
11	Electricity GHG Emissions (result of conversion)	9 069	eCO ₂ (t)	
12	Residual Heating Oil consumption	309 363	Gj	
13	Residual Heating GHG Emissions	21 808	eCO ₂ (t)	
14	GHG reduction	2 673,5	eCO ₂ (t)	

D. PROJECT PORTFOLIO

4. Infrastructure (heating, cooling) - Energy efficiency - Residential - Clothes Line Program

(Project #: R4)

Saint John wishes to promote simple yet efficient measures that will reduce energy costs and carbon footprint of its citizens. According to the community inventory, more than 26% of the community's GHG emissions come from the residential sector. Clothes lines have multiple advantages : Low installation/repair cost, saves money, zero GHG emission, etc.

The average implementation rate of these measures is set at 15%.

Base year : 2015		
Infrastructure (heating, cooling)		
1 Energy saving (estimated)	7,5%	
2 Participating households (number and %)	4 144	13,7%
3 Energy saved per year (kWh)	2 486 356	
4 Reduction of GHG emissions (tons and %)	696	0,1%
Estimation details		
5 Average electric clothes Dryer consumption per household	100	kWh / month
6 Total power use for clothes drying	1 200	kWh / year
7 Number of Dwellings in the community	30 210	
8 Ratio of households with an electric clothes dryer	91,4%	
9 Annual estimated power used by laundry dryers	33 151 414	kWh / year
10 Total estimated GHG emissions of laundry drying	9 282	eCO ₂ (t)
11 Clothes lines efficiency	100%	
12 Clothes lines use rate	50%	6 months / year
13 Projects' rate of penetration	15%	
14 Participating households	4 144	
15 Energy reduction	2 486 356	kWh
16 GHG reduction	696	
17 Energy savings	263 305	\$
18 Total community emissions	653 152	eCO ₂ (t)

D. PROJECT PORTFOLIO

5. Infrastructure (heating, cooling & envelope) - Energy efficiency (Commercial buildings)

(Project #: ICI2)

In addition to Saint John Energy Targets and Initiatives which provide energy efficiency solutions to electrical power consumers, the City of Saint John intends to develop energy efficiency programs and incentives that aim other forms of energy (natural gas, fuel and propane) used for heating purposes in the commercial, institutional and industrial sector.

According to the community inventory, more than 28 % of the community's GHG emissions come from the commercial and institutional sector.

Improving energy efficiency is therefore a key means of reducing overall community emissions.

The average implementation rate of these measures is set at 20%. The average efficiency of all these measures is set at 10%.

Energy efficiency (commercial buildings)		Base year : 2015	
1	Energy saving (estimated)	10%	
2	Energy saved per year (Gj)	25 324	
3	Reduction of GHG emissions (tonnes and %)	1 602	2,0%
Estimation details			
4	Total electricity Consumption	n/a	Gj See SJE project
5	Energy use for heating purposes	48,35%	
6	Electric Consumption - heating	n/a	Gj See SJE project
7	Fuel consumption - heating	772 414	Gj
8	Natural gas and Propane consumption - heating	493 766	Gj
9	Electricity consumption GHG emissions	n/a	eCO ₂ (t) See SJE project
10	Fuel consumption GHG emissions	54 450	eCO ₂ (t)
11	Natural gas and propane GHG emissions	25 644	eCO ₂ (t)
12	GHG emissions targeted	80 094	12,3%
13	Projects' rate of implementation	20%	Target to set
14	Total community emissions	653 152	eCO ₂ (t)
15	Average energy efficiency gain	10,0%	Target to set

D. PROJECT PORTFOLIO

6. Infrastructure (heating, cooling & envelope) – SJE Energy efficiency (Residential/Commercial/Industrial)
(Project #: SJE1)

Saint John Energy Targets and Initiatives - Offer products that allow subscribing customers to reduce energy usage by 10% by 2025. Reducing customers’ energy usage will result in less generation production, less greenhouse gases overall, and lower costs to the end users. The load reduction targets will be achieved by installing more efficient energy products in bundles at customers’ homes.

According to the community inventory, 69,6 % of the community's GHG emissions come from the residential sector .

The project aims to reach 6000 customers.

SJE Energy efficiency (Residential/Commercial/Industrial)			Base year : 2015
1	Energy saving (estimated)	10,0%	
2	Participating customers (number)	6 000	
3	Energy saved per year (Gj ; kWh)	33 839	9 399 600
4	Reduction of GHG emissions (tonnes and %)	2 632	1,0%

See also Summary of Supportive Community Energy Plan 2018



D. PROJECT PORTFOLIO

7. Infrastructure – SJE Energy efficiency (Energy Optimization)

(Project #: SJE2, SJE3, SJE4, SJE5)

Saint John Energy Targets and Initiatives - Offer products that allow subscribing customers to reduce energy usage by 10% by 2025. Reducing customers’ energy usage will result in less generation production, less greenhouse gases overall, and lower costs to the end users. The load reduction targets will be achieved by installing more efficient energy products in bundles at customers’ homes.

Energy optimization		
SJE Energy Plan		
Base year : 2015		
1	Energy saving (estimated) *	0,6%
2	Energy saved per year (Gj ; kWh) *	1 673 6 024 000
3	GHG reduction	1 217 eCO2 (t)
* Rounded figures		
See also Summary of Supportive Community Energy Plan 2018		

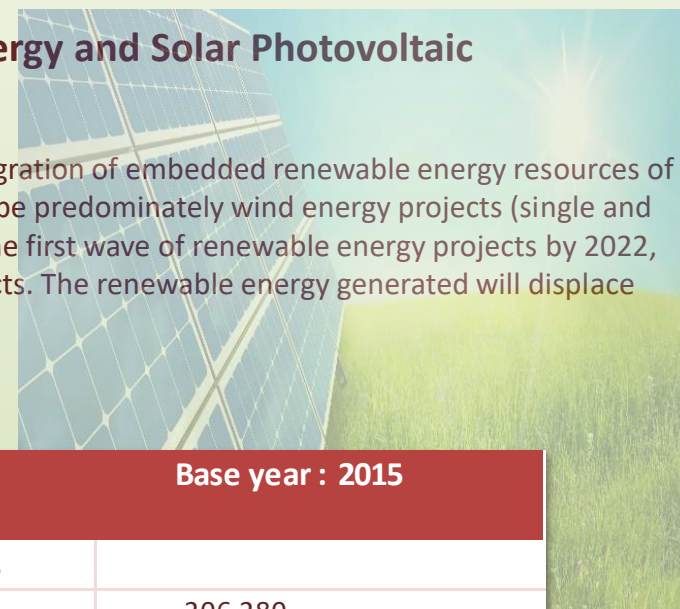


D. PROJECT PORTFOLIO

8. Saint John Energy Renewable Energy Production – Wind Energy and Solar Photovoltaic

(Project #: SJE6)

Saint John Energy Targets and Initiatives - Provide infrastructure to allow for the integration of embedded renewable energy resources of 6% of SJE's total energy needs by 2025. The integrated renewable energy assets will be predominately wind energy projects (single and multi-turbine projects) and utility-scale solar PV plants. SJE plans to accommodate the first wave of renewable energy projects by 2022, and have a connection-ready process and system by 2025 for additional larger projects. The renewable energy generated will displace emitting generation in the system and reduce greenhouse gases.



SJE Renewable Energy Strategy			Base year : 2015	
1	Energy conversion	Target starting year	2025	
2	Energy saved per (Gj)			206 280
3	Reduction of GHG emissions (tons and %)			16 044 6,0%
Estimation details				
4	Electricity consumption (all sectors)		3 439 771	Gj
5	Electricity consumption (all sectors) GHG emissions		267 538	eCO ₂ (t)
6	Renewable Electricity Production		206 280	Gj
7	Renewable Electricity Production		57 300 000,0	kWh
8	Renewable Electricity Production ratio		6,0	%
9	GHG reduction		16 044,0	eCO ₂ (t)
10	GHG reduction for all sector electricity use (%)		6,0	%

D. PROJECT PORTFOLIO

Saint John Energy – Summary of Supportive Community Energy Plan 2019

	Major Target	Current Initiatives Underway	Target Figure for 2025	GHG Factor	GHG Saved at Target t/year
Energy optimization					
1	Increase Annual Load Factor	SMART Grid Demonstration Project Integrated System Manger Utility Batteries Generator Disptaching Transformer Tap Changers Controllable Water Heaters, Baseboard Heaters and Heat Pumps	Demand Savings of 25 MW 6 000 MWhr shifted from Peak to OffPeak (2 hr/day x 120 days/yr)	0,463 t/MWhr Peak, 0,268 t/MWhr OffPeak	1 170,0
4	Facilitate Fuel Switching (EV's)	Residential Charging Pilot Program Future Charging Stations **	20 residential charging stations pilot	3 t/yr/vehicle	See Electric Vehicle Community Program
5	Increase Operational Efficiency	Capital Planning Amorphous Core Transformers ** Overhead Conductor Upgrades ** Underground Conductor Upgrades **	24 MWhr	0,280 t/MWh	6,7
6	Increase Operational Productivity	Regulatory Planning Capital Planning Advanced Metering Infrastructure (AMI) ** Intelligent fault sensing devices **	Elimiation of 2 full time service vehicles	3 t/yr/vehicle	40,0
Energy efficiency					
2	Reduce Energy Usage	Mini-split Heat Pumps Next Gen Consumer Products ** Customer Outreach	Annual Energy Savings of 9 400 MWhr 6 000 customers: 10% of 15,6 MWhr each	0,280 t/MWh	2 632,0
Renewable Energy Production					
3	Integrate Embedded Generation	Utility Embedded Generation Policy Distribution Infrastructure ** Embedded Wind Energy Projects ** Community Solar Projects **	Annual Energy Produced of 57 300 MWhr 6% of 955 000 MWhr	0,280 t/MWhr	16 044,0
Total					19 892,7

** Requires Funding and/or Budget Approvals

D. PROJECT PORTFOLIO

9. Transportation - Electric Vehicle Community Program

(Project #: T1)

The EV Community Program is proposed for the Community GHG and Energy Planning timeline. The program is related to the NB Climate Action Plan and will help the community to integrate EV and gradually replace conventional vehicle use.

Information : EV use electrical energy to power an electric motor, they also reduce society's dependence on environmentally damaging fossil fuels while lowering greenhouse gas emissions and air pollution. Electric cars are cost effective, good for the environment and deliver great performance. There are two kinds of electric car:

Fully Electric Cars are powered 100% by electricity and have zero tailpipe emissions. Fully electric cars can travel 200-400 km on a single charge.

Plug-in Hybrid Electric Cars have small battery packs for short all-electric driving distances (20-80 km) before a gasoline engine or generator turns on for longer trips.

		Base year :	2015	
		Target year :	2025	
1	GHG Offset Target - eCO ₂ (t)		243	
2	Target number of EV units for 2025	Minimum & maximum	79	220
3	NB CCAP Target for EV units for 2025 (estimated)	Total & annually	886	111
4	GHG emissions reduction (tonnes and %)	Minimum	243	0,0%
5		Maximum	675	0,1%
6	Transport GHG emissions reduction (%)	Maximum & Minimum	0,3%	0,1%
7	Savings per year (Minimum & maximum)		80 960 \$	246 620 \$
8	Number of car & light Truck		51 359	
9		Minimum & maximum	0,2%	0,4%

D. PROJECT PORTFOLIO

9. Transportation - Electric Vehicle Community Program (continued)

Charging Station : In 2018, Saint John counts 27 public N2 charging stations (CS) on its territory. Number of public charging stations should be increased locally and regionally. We estimates that EV owners should have private level 2 charging station (500 to 800\$).

EV-Charging Station (Installed & planned)		
Location	Comment	Number
	Total	27
400 Chesley Dr, - Ocean Steel & Construction - SJEnergy - Flo		1
57 Union St, SJEnergy - Flo		1
65 Carleton St, Peel Plaza Parking Garage - SJEnergy - Flo		1
183 Rothesay Ave, Brett Chevrolet Cadillac - SJEnergy - N3 Flo		1
1265 Loch Lomond Road, Loch Lomond Mitsubishi - No network		1
906 Grandview Ave, NBCC Saint John - No network		1
4241 Loch Lomond Rd, Saint John Airport - FLO Addenergy		1
· Rockwood Park	Proposed W1	1
· Uptown SJ	Proposed W1	1
· McAllister Mall	Proposed W1	1
· Lancaster Mall	Proposed W1	1
· Reversing Falls (stone hammer)	Proposed W1	1
· Cruise Ship Terminal (Water Street)	Proposed W1	1
· University / Hospital	Proposed W1	1
· Tucker Park (by UNB and Hospital)	Proposed W1	1
· Irving Nature Park	Proposed W1	1
· Tourism Info Building	Proposed W1	1
· Commercial Drive (East mall)	Proposed W1	1
· Lansdowne Plaza	Proposed W1	1
· Main Street North, and Main Street West, and Waterloo Area (for developm	Proposed W1	1
· Harbour Station	Proposed W1	1
· Port	Proposed W1	1
· Seniors Home	Proposed W1	1
· Refinery / East Industrial Park	Proposed W1	1
· Dominion Park	Proposed W1	1
· Shamrock Park	Proposed W1	1
· Little River Reservoir	Proposed W1	1



D. PROJECT PORTFOLIO

10. Transportation - Idle-free Policy

(Project #: T2)

Idling refers to running a vehicle's engine when the vehicle is not in motion. Idling occurs when car owner is warming up or cooling down a vehicle, drivers are stopped at a red light, waiting while parked outside a business or residence, or otherwise stationary with the engine running. For the average vehicle with a 3-litre engine, every 10 minutes of idling costs 300 milliliters (over 1 cup) in wasted fuel – and one half of a liter (over 2 cups) if your vehicle has a 5-liters engine.

For a successful anti-idling campaign includes

- the adoption of a speed reduction regulation
- carrying out an awareness-raising campaign
- the acquisition and installation of permanent signs



Idle-free Policy	Base year : 2015			
	Gasoline		Diesel	
1 Number of units	52 593		3 701	
2 Fuel consumption	68 613 182	liters	32 599 587	liters
4 GHG emissions	167 384	eCO ₂ (t)	87 479	eCO ₂ (t)
5 Average fuel wasted idling	5 654 799	liters	829 024	liters
6 Average fuel economy	8,2%		2,5%	
7 GHG emissions reduction	13 795	eCO ₂ (t)	2 225	eCO ₂ (t)
9 Total GHG Emissions reduction	16 019,68	eCO₂ (t)		

D. PROJECT PORTFOLIO

11. Transportation - Fuel-efficient driving

(Project #: T3)

Driving can significantly influence fuel consumption. We assume in this project that community drivers, through incentives, promotional campaigns and economic reasons, will gradually integrate these principles of effective behaviour.

According to Natural resources Canada, Adopting these five fuel-efficient driving techniques can reduce fuel consumption and carbon dioxide emissions by as much as 20 percent (20%):

- 1. Accelerate gently
 - 2. Maintain a steady speed
 - 3. Anticipate traffic
 - 4. Avoid high speeds
 - 5. Coast to decelerate

Base year : 2015		
Fuel-efficient driving		
1 Community transportation emissions	256 393	eCO ₂ (t)
2 Total community emissions	653 152	eCO ₂ (t)
3 Number of targeted units	5 466	
4 Reduction of GHG emissions (tonnes and %)	4 859	0,74%

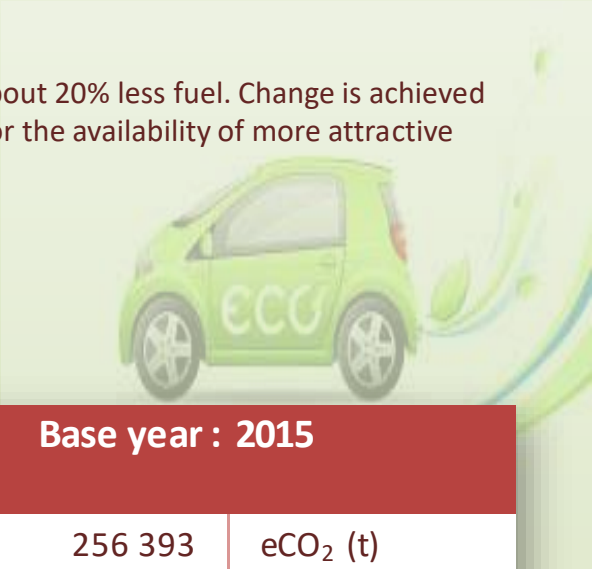


D. PROJECT PORTFOLIO

12. Transportation - Compact vehicles

(Project #: T4)

The community vehicle fleet is becoming more fuel-efficient and fuel-efficient, consuming about 20% less fuel. Change is achieved through targeted incentives, public awareness, a gradual change in transportation patterns, or the availability of more attractive business models.



Base year : 2015		
More efficient & compact vehicles		
1 Community transportation emissions	256 393	eCO ₂ (t)
2 Total community emissions	653 152	eCO ₂ (t)
3 Number of targeted units	2568	
4 Reduction of GHG emissions (tonnes and %)	1631	0,25%

D. PROJECT PORTFOLIO

13. Renewable Energy Production – District Energy System

(Project #: RE1)

The City of Saint John aims to take leadership in terms of sustainable energy by implementing and managing sustainable energy policies and measures, with the goal of reducing green house gas emissions, reducing energy costs, and improving the efficiency of the City’s infrastructure.

The City of Saint John isn’t focused solely on operations. The policies and measures are also intended to affect the wider community. For instance, Brunswick Square, St. Joseph’s Hospital and other public buildings will be part of the district energy project, which takes thermal energy that’s a by-product of industry and turns it into an efficient way to heat buildings.

Base year: 2015		Target Year				TOTAL
District Energy System		2025	2030	2035	3040	2025-2040
1	Total Energy saved (Gj)	52 988	96 198	61 755	230 000	440 941
2	Total GHG reductions (t eCO2)	3 454	4 747	3 250	11 349	22 800
3	Total GHG reductions per floor area (t eCO2/Sq.Ft)	0,004	0,003	0,003	0,006	0,004



Partners for Climate Protection program (PCP) - Method



Community GHG & Energy Action Plan

PARTNERS FOR CLIMATE PROTECTION PROGRAM (PCP) - METHOD

UMNB CCEI allows participating municipalities to complete the first 3 steps of the Partners for Climate Protection (PCP) program. Steps 4 and 5 consist of the implementation of action plans and the monitoring and reporting of results.



MILESTONE 1 CREATING A GREENHOUSE GAS EMISSIONS INVENTORY AND FORECAST

A greenhouse gas inventory brings together data on community and municipal energy use and solid waste generation in order to estimate greenhouse gas (GHG) emissions in a given year. The forecast projects future emissions based on assumptions about population, economic growth and fuel mix.



MILESTONE 2 SETTING AN EMISSIONS REDUCTIONS TARGET

An emissions reduction target can be established at any time. The target is normally set, however, following the development of an emissions inventory and forecast or after the quantification of existing emissions reduction measures.



MILESTONE 3 DEVELOPING A LOCAL ACTION PLAN

A Local Action Plan (LAP) is a strategic document that outlines how your municipality will achieve its greenhouse gas (GHG) emissions reduction target. The LAP covers municipal operations and the community.



Presentation to Council
City of Saint John Climate Change Action Plan
6 May , 2019

Samir Yammine
CEM, CMVP, CSDM, P.Eng.
Asset and Energy Management

Objectives of the Council Report

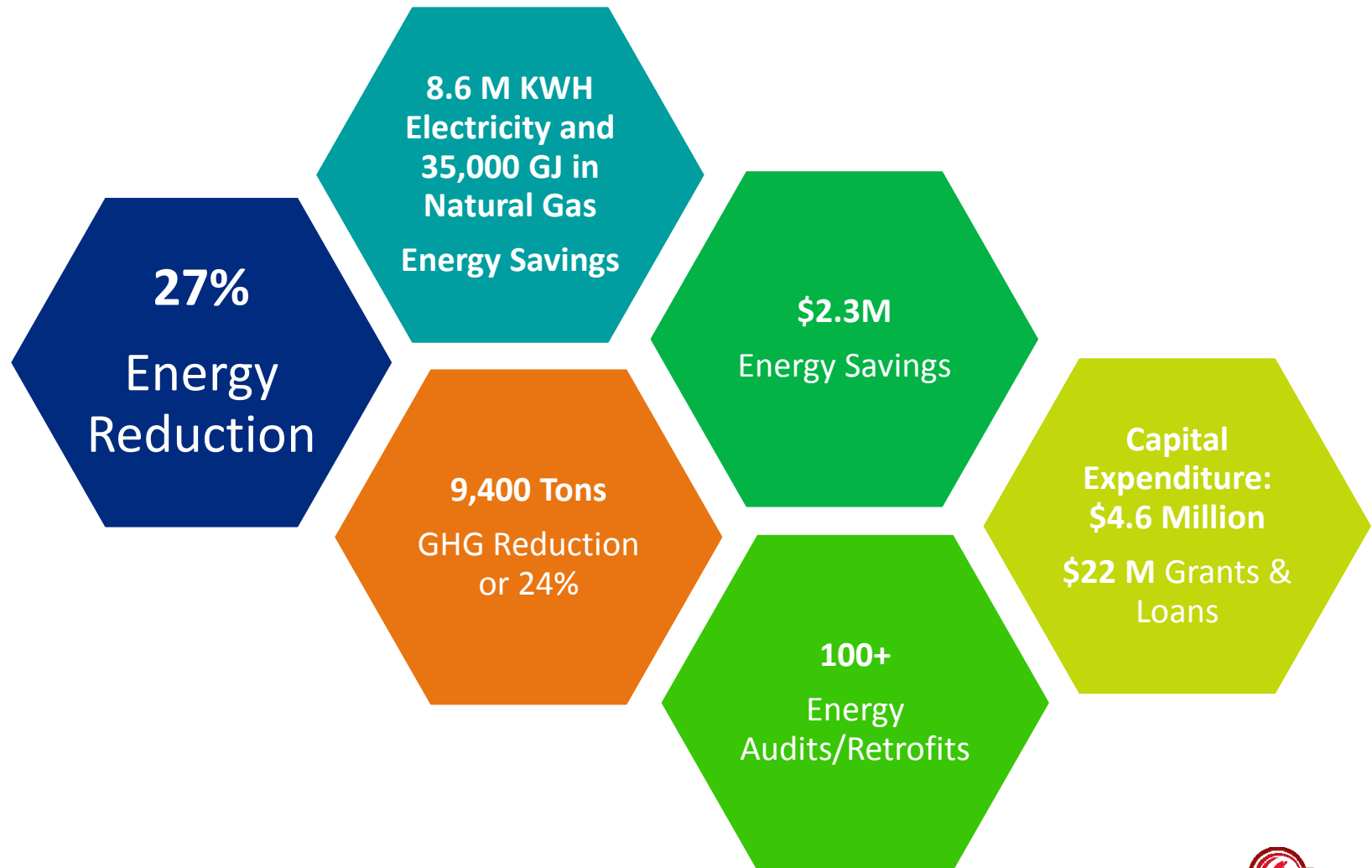
- Provide City of Saint John strategy, vision and approach to address climate change.
- Seek Council approval to adopt the Corporate and Community Green House Gas (GHG) and Energy Action Plan, as well as GHG reduction targets.



City of Saint John AM Program

- Asset Management Policy
 - Adopted 2018
 - Integrates climate change into infrastructure asset decision making.
 - Includes climate change risks into asset risk management.
- Climate Change Vulnerability Assessment
 - Objective: quantify climate change vulnerabilities for critical assets.
 - Scope of work: assess vulnerabilities on drainage infrastructure.
 - Deliverables: methodology to identify, assess and mitigate climate change risks & vulnerabilities and improve infrastructure resiliency.
 - Completion date: December 2019
 - Funding is provided by FCM

Municipal Energy Efficiency Program (MEEP)



Climate Change Adaptation Plan

- Climate Change Adaptation Plan
 - Objective: develop climate change adaptation plan for Saint John.
 - Scope of work: identify climate change risks and develop adaptation plan for Saint John using results from prior neighbourhood pilot projects.
 - Deliverables: recommendations for climate change resiliency measures to be included into the City's municipal plan and emergency response measures.
 - Completion date: March 2020.
 - Funding is provided by Environmental Trust Fund (ETF)

Community Resiliency Action Plan

- Community Resiliency Action Plan
 - Objective: increase essential City service resiliency to prolonged energy outages.
 - Scope of work: conduct vulnerability assessment to identify, assess and mitigate energy outages caused by extreme weather events.
 - Deliverables: recommendations to improve city service resiliency to extreme weather events and integrate same into municipal processes and plans.
 - Completion date: December 2019.
 - Funding is provided by FCM

Corporate GHG & Energy Action Plan

- Current Emissions: 23,776 Tonnes of CO₂
- Forecast Emissions: 16,643 Tonnes of CO₂
- **GHG Reduction Target 30% by 2025**
- Action Plan and Strategy
 - Fleet & Transit Strategy
 - Deep Buildings Energy Retrofit
- Benefits
 - Over \$2.2 Million Annual Savings
 - 7,132 Tonnes of CO₂
- **Long-term GHG Target Carbon Neutral**



Community GHG & Energy Action Plan

- Current Emissions: 653,152 Tonnes of CO₂
- Forecast Emissions: 594,368 Tonnes of CO₂
- **GHG Reduction Target 9% by 2025 and 18 % by 2035**
- **Action Plan and Strategy**
 - Local Renewable Energy Production
 - Transportation
 - Energy Efficiency
 - Education & Awareness
- **Benefits**
 - Over \$44 Million Annual Savings
 - 56,000 Tonnes of CO₂
 - Divert over \$1.1 Billion (25 Years) in energy into local economy



Next Steps

- Develop an Implementation and Monitoring Plan
- Establish a Governance Structure
- Prioritize the list of the Corporate projects
- Solicit Federal and Provincial Funding





THANK YOU !

Climate Change Declaration

WHEREAS, it is well established that climate warming is causing significant disruptions to the world's climatic systems, increasing the frequency of extreme weather events and posing other significant risks such as drought, forest fires, floods and rising sea levels, and that these disruptions in our climate pose threats to our natural environment, our health, our jobs and economy, and,

WHEREAS, Local governments are essential to the successful implementation of the urgent measures required to limit the global climate impact, and,

WHEREAS, Local governments around the world are taking new actions to avoid the worst impacts of climate breakdown and calling on senior levels of government for a more urgent response, and,

WHEREAS, the City of Saint John's Asset Management Policy requires Climate Change to be considered in all capital investment decisions

WHEREAS, the City of Saint John has been taking action on sustainability and has as a Corporate Plan to reduce greenhouse gas emissions, and

WHEREAS, the City of Saint John is also a participant in the Community Greenhouse Gas Action Plan.

THEREFORE BE IT RESOLVED;

That Common Council of the City of Saint John endorse the Climate Change Action Plan as presented to Council on May 6, 2019.

That Council call upon our Federal and Provincial governments to support the City of Saint John in its efforts to deal with Climate Change and to do what is necessary and required now to create a safe and liveable future for our generation and those who follow.

That the City Manager provides regular updates to Common Council on the City's Climate Change Action Plan including new initiatives, challenges and successes.



River Watch 2019 – SJEMO Data Report

April 8, 2019



SAINT JOHN

Overwatch 2019 – SJEMO Activated

- Still at Level 1
- Level 3



River Watch 2010 – Home Impact

- 248 homes isolated by flood water
- 75 homes impacted



- 19 Properties disconnected
- 10 Properties remain disconnected



- 68 Families Registered
- Canadian Red Cross provided lodging for 14 SJ families / 32 people at peak
- 9 SJ Families / 24 people still be housed by Canadian Red Cross



- T & E Services filled 30,900 sandbags
- Distributed 24,197 sandbags
- 6,703 sandbags to be shrink wrapped and stored



sandbags = Holding back the River

This is resiliency & the power of the sandbag

Photos were taken 4 hours apart on the same day, at the same flood level



River Watch 2016 – Roads

- 14 Roads were closed
- 2 Roads build up
- All Roads opened as of 3pm this afternoon



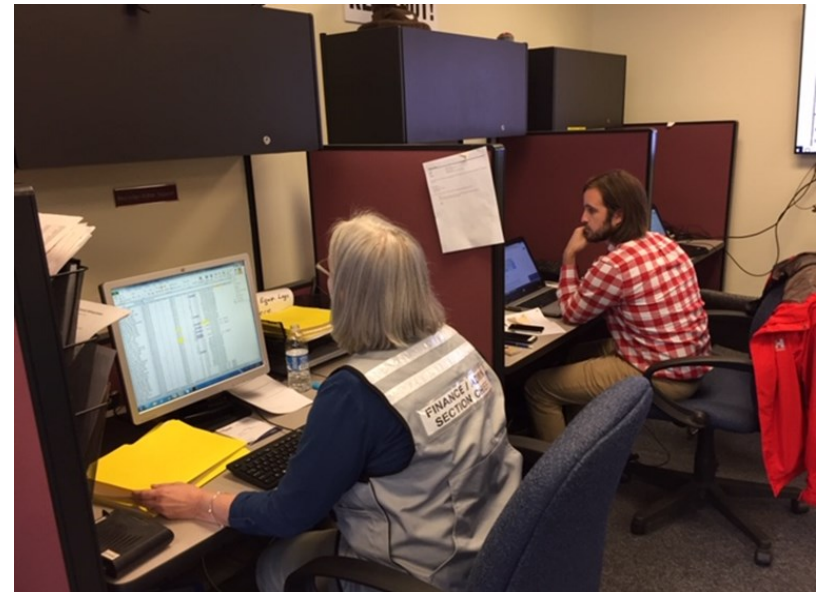
River Watch 2016 – Parks

- 8 Parks are closed
- Contamination from Flood Water
- Assessed later this week or next week



Overwatch 2019 – EOC

- 40 City Employees in EOC



Overwatch 2019 – City Employees

- 219 City Employees in Field



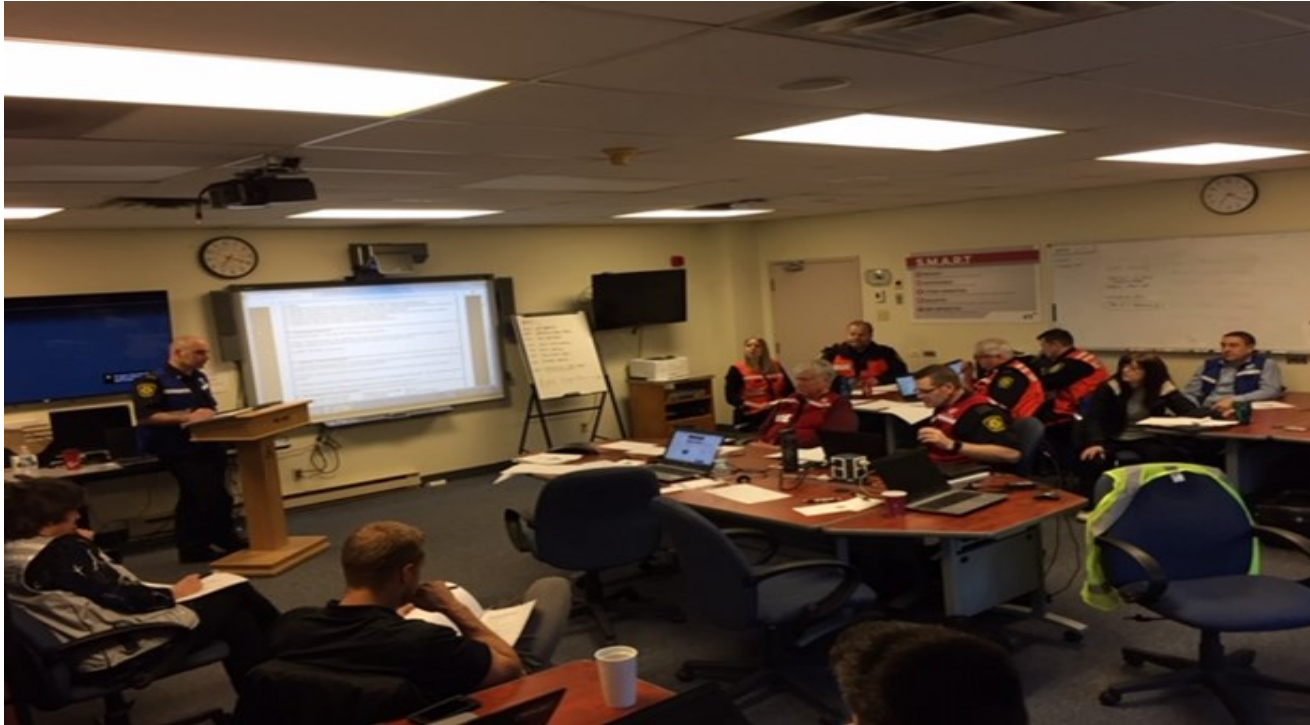
Overwatch 2019 – Volunteers

- 23 homes requesting volunteer help to clean-up debris
- 18 request met with 65 volunteers





Summary = Playbook is Key



Meeting Date	May 06, 2019
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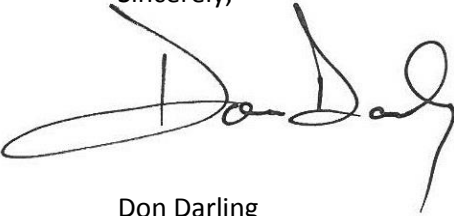
Deputy Mayor McAlary and Councillors,

Subject: Safe Clean Drinking Water - West Water Class Action

RESOLVED that Committee of the Whole having met on May 6, 2019, recommends that:

Common Council approve the proposed Consent Certification Order presented to Committee of the Whole in closed session at its meeting on May 6th, 2019 recognizing that the Consent Certification Order requires the ratification of the Court and will be made public once it receives Court approval.

Sincerely,



Don Darling
Mayor



Meeting Date	May 06, 2019
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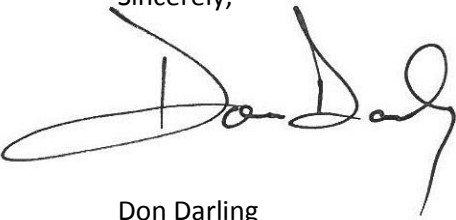
Deputy Mayor McAlary and Councillors,

Subject: Update to the Terms and Conditions of Employment for Management / Professional Personnel

RESOLVED that Committee of the Whole having met on May 6, 2019, recommends that:

Common Council adopt the updated Terms and Conditions of Employment for Management / Professional Personnel, effective April 8, 2019 in the form attached to M&C 2019-68.

Sincerely,



Don Darling
Mayor



Meeting Date	May 06, 2019
--------------	--------------

Deputy Mayor McAlary and Councillors,

Subject: Dredging of Market Slip

RESOLVED that Committee of the Whole having met on May 6, 2019, recommends that:

Common Council approve a tender call for the dredging of that portion of Market Slip, in the City of Saint John identified by co-ordinates:

Point	Latitude	Longitude
1	45.272363°	-66.065894°
2	45.272586°	-66.064690°
3	45.272282°	-66.064497°
4	45.272096°	-66.065525°

to a “dredge depth of -2m Low Water Ordinary Spring Tide (LWOST)” which tender call shall be issued pursuant to the terms of the General Specifications of the City of Saint John with the following changes:

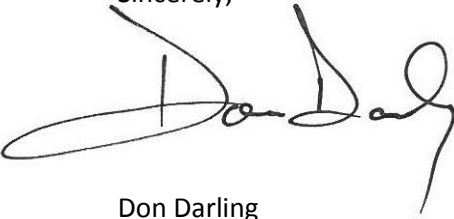
1. The language of 2.9.02 will be deleted and replaced with the following: “Maximum Contract Price. If the total tender price identified by the lowest compliant tenderer exceeds \$400,000 the City shall not award a contract pursuant to this tender call.”
2. Section 2.8.03 “Over Budget Bids” will be deleted.
3. Section 2.2.01 “General” will be renumbered “2.2.01(a)” and the following will be added as 2.2.01(b):

The City shall not award a contract pursuant to this tender call unless the City has received binding and satisfactory confirmation from the Saint John Port Authority respecting the latter’s sharing in the dredging costs and associated maintenance costs for the following 12 years.

AND FURTHER BE IT RESOLVED that Common Council authorize the Mayor and Common Clerk to execute a contract with the tenderer submitting the low compliant bid in response to the tender call for the dredging of Market Slip, which tender call was approved by Common Council at its open session meeting of May 6, 2019, and which tender call stipulates that a contract will not be awarded if the low compliant bid exceeds \$400,000.



Sincerely,

A handwritten signature in black ink, appearing to read 'Don Darling', with a large loop at the end.

Don Darling
Mayor



SAINT JOHN

P.O. Box 1971 Saint John, NB Canada E2L 4L1 | www.saintjohn.ca | C.P. 1971 Saint John, N.-B. Canada E2L 4L1