



Fundy Albert Council Special Meeting Agenda

Date: Wednesday April 23, 2025

Time: 5:00 P.M.

Location: W.H. Steeves Museum, 40 Mill Street, Hillsborough

1. **Call to Order**
2. **Adoption of Agenda**
3. **Conflict of Interest Declarations**
4. **Resolutions:**
 - a. E6 Proposal
 - b. Recreation Committee Terms of Reference.
 - c. Recreation Committee Appointments: Codiac Cycling Trails and the Alma Recreation Council.
 - d. Recreation Committee: Canada Day 2025 Event
5. **Adjournment**

Synopsis: E6 Contract

Date: April 22, 2025

Department: Dept. Legislative Services

DESCRIPTION

E6 has structured 3 key streams of activity:

1. 2023 and 2024 audit
2. Continuity - ensuring day to day finance and admin functions are maintained
3. Process improvement - new accounting software, creating processes and policies

Total estimate for 12 months in the range of \$80k - \$130k. Please note the costs associated with implementing new accounting software is not included in this estimate.

The most recent memo received from e6 on April 14th. E6 has highlighted the work done to date:

1. Secured a CPA to work with finance
 - a. Introductions - debrief with all players (CAO, e6, Treasurer, CPA)
 - b. Preliminary analysis of systems
 - c. Gather audit files to better understand current state
 - d. Work plan created, and work has commenced
 - e. Weekly reports provided - outlining accomplishments, assignments for the week-process improvements. (this will be ongoing until work is completed)

Month 2 to month 10

1. Once 2023 and 2024 audit is completed progress will then be made in the following areas:
 - a. Simplify accounting structure
 - b. Create policies and procedures for finance to better streamline information
 - c. Accounting software change - training, implementation etc.

E6 will provide a weekly report, and this will be shared with all of Council. E6 will also provide more detailed (formal) monthly reports for the COW meetings until all work is completed.

E6 and the CPA will be able to provide an estimate on the time remaining to complete the 2023 audit by the end of April.

It is difficult for e6 to provide exact timelines as to when things will be completed. However, the main priority right now is the 2023 audit, then 2024 audit. Once these two audits are

completed the main priority will be processes/procedures, new accounting software etc.; this will ultimately help the finance department in the future with the goal to set the department up for success.

PROPOSED MOTION

BE IT RESOLVED THAT Fundy Albert hereby approves the agreement with E6 International Inc. and authorizes the contract be sourced from funds received from the Department of Environment and Local Government.



Fundy Albert

Start On Acceptance



e6 International Inc.



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Introduction



Ross Lindsay

Good afternoon Linda,

Please find attached a formal proposal for review. As requested, we have provided a minimum and maximum threshold for monthly billing for the duration of the project. Anything above the maximum will require sign off before the work is completed. I have tried to retain \$20-\$30K for the eventual implementation of a new finance system.

If you have any questions, please don't hesitate to reach out.

Ross

Services

Fractional Financial Controller - Monthly Retainer

Here's a **Fractional Financial Controller Service** definition tailored for **municipal clients**:

A **Fractional Financial Controller Service** provides municipalities with expert financial oversight on a part-time or contract basis, ensuring strong financial management, regulatory compliance, and fiscal responsibility. This service supports local governments in maintaining transparency, efficiency, and accountability in financial operations without the cost of a full-time hire.

Key Responsibilities for Municipal Clients:

- **Financial Reporting & Compliance** – Preparing accurate financial statements in accordance with municipal regulations and reporting standards.
- **Budgeting & Forecasting** – Assisting with multi-year budget planning, grant tracking, and expenditure forecasting to align with municipal priorities.
- **Cash Flow & Fund Management** – Monitoring and optimizing cash flow for operational and capital projects, ensuring responsible allocation of public funds.
- **Internal Controls & Risk Management** – Strengthening financial controls to safeguard municipal assets and ensure compliance with provincial and federal requirements.
- **Process Improvement & Efficiency** – Enhancing financial workflows, leveraging technology for automation, and implementing best practices in financial governance.
- **Leadership & Council Support** – Providing financial insights for council decision-making, supporting finance staff, and facilitating clear communication with stakeholders.

As requested, we have structured our plan of attack in 3 key streams of activity.

1. Building capacity and address 2023/24 audits – we have brought in an additional resource to spearhead this part of the initiative. They will drive activity to complete these audits and will be augmented by existing e6 staff.
2. Business continuity – ensuring that day to day finance and admin functions are maintained.
3. Process improvement and sustainability – This will serve to address short term system issues, design and documentation of process/policy and the planning for the eventual implementation of a new accounting system that better suits the needs of the municipality.

For the first number of months, we anticipate that the effort will be greater in order to quickly see gains in each of the projects. As such, we have provided a range for the monthly retainer. If we anticipate exceeding the top end of the range in any given month, we will seek approval to do so before completing the work.

Costs associated with the implementation of a new accounting software will be above and beyond and can be estimated at around \$20k-\$30k.

Total estimate for 12 months in the range of \$80k – \$130k.



Pricing

Billed every month
From acceptance, until change required

Prices to be confirmed
estimates exclude tax

✓ Fractional Financial Controller - Monthly Retainer

From \$5,000.00 to \$9,000.00

Terms and Conditions

1. **Services:** e6 International Inc. ("e6") will provide services as outlined in the Services section of this proposal. e6 will deliver these services in accordance with the terms set forth herein, utilizing qualified and experienced personnel, adhering to professional and industry standards, and ensuring client satisfaction. e6 reserves the right to subcontract these services to e6 Group member firms, affiliated companies, or external service providers as needed to fulfill the engagement requirements. Any changes to the services provided must be documented through a written amendment agreed upon by both e6 and the client.
2. **Client Obligations:** The client is required to provide all necessary information promptly to facilitate the performance of services by e6.
3. **Fees and Expenses; Payment Terms:**
 - **General:** In consideration of the services provided by e6, the client agrees to compensate e6 as detailed in the Pricing section of this proposal.
 - **Invoicing and Payment:** e6 will issue invoices either monthly or upon reaching agreed-upon milestones, depending on the nature of the services. The client is required to make payment on the due date specified on each invoice, using the payment method options described in the Payment section of this proposal, without any right of set-off. All payments will be in Canadian dollars. Late payments may incur an interest charge at a rate of one percent (1%) per month.
 - **Taxes:** The client is responsible for all applicable taxes, except for those imposed on e6's income, revenues, or property.
 - **Expense Reimbursement:** The client shall reimburse e6 for all reasonable travel and out-of-pocket expenses incurred in performing the Services. These expenses must be approved by the client in writing in advance or as specified in this Agreement, and will be reimbursed at the actual cost incurred by e6.
4. **Confidentiality:** e6 agrees to use the client's confidential information solely in connection to the services provided and will not disclose this information unless required by law or professional obligations. e6 may share confidential information with its affiliates or subcontractors involved in providing the services, ensuring they are bound by similar confidentiality obligations.
5. **Use of Information:** e6 may use anonymized data derived from services for marketing or research purposes, ensuring no identifying features of the client are disclosed.
6. **Limitation of Liability:** e6's liability related to services under this agreement will be limited to the coverage of its insurance policies. Liability is restricted to direct damages and excludes indirect or consequential damages. Legal actions against e6 must be initiated within one year from the completion of the services.
7. **Electronic Communication:** Both parties acknowledge the risks associated with email communication and agree to assume all associated liabilities unless otherwise directed by the client.
8. **Conflicts of Interest:** e6 adheres strictly to the CPA New Brunswick Code of Professional Conduct to identify and manage conflicts of interest. Before providing any services, e6 will conduct a thorough conflict check to ensure compliance with these professional standards. If a conflict of interest is identified that cannot be resolved in accordance with the CPA New Brunswick Code, e6 will be unable to proceed with the engagement. This process ensures that all services provided are

conducted with the highest level of integrity and professional responsibility. No fees will be charged for performing this conflict check.

9. **Termination:** Either party may terminate the agreement with 30 days' written notice. The client will compensate e6 for services rendered up to the date of termination.
10. **Force Majeure:** e6 is not liable for delays or non-performance caused by events beyond its reasonable control.
11. **Assignment:** Neither party may assign this agreement without the prior written consent of the other party.
12. **Successors and Assigns:** This agreement benefits and binds the parties and their respective successors and permitted assigns.
13. **Severability:** If any provision of this agreement is deemed unenforceable, it does not affect the enforceability of the remaining provisions.
14. **Governing Law:** This agreement is governed by the laws of New Brunswick and Canada, with the courts of New Brunswick having exclusive jurisdiction over any disputes.

Synopsis: Recreation Committee: Approval of Terms of Reference; Recreation Committee Appointments and; Canada Day 2025

Date: April 22, 2025

Department: Dept. Legislative Services

DESCRIPTION

Terms of Reference

The draft Terms of Reference outlines the mandate of the Recreation Committee, its composition, quorum requirements, meeting schedule, and reporting structure. It ensures clarity in decision-making, community engagement, and project oversight related to recreation services and events.

PROPOSED MOTION

WHEREAS the Municipality of Fundy Albert recognizes the importance of recreational activities and programs that are accessible, inclusive, and responsive to the needs of the community;

AND WHEREAS the Recreation Committee will serve to advise Council, promote recreational initiatives, and support the work of recreational organizations within Fundy Albert;

BE IT RESOLVED THAT the Council of the Municipality of Fundy Albert hereby approves the *Terms of Reference for the Recreation Committee*, as presented at the Council meeting held on April 23, 2025.

DESCRIPTION

Recreation Committee Appointments

Codiac Cycling & Trails and the Alma Recreation Council expressed interest in serving on the Recreation committee.

PROPOSED MOTION

BE IT RESOLVED THAT the Council hereby appoints Codiac Cycling Trails and the Alma Recreation Council as recognized board-driven recreation councils under the Recreation Committee, thereby including them under the municipality's insurance coverage, subject to the applicable requirements set forth in the Terms of Reference;

AND BE IT FURTHER RESOLVED THAT the Committee be empowered to fulfill the roles and responsibilities defined in the Terms of Reference.

DESCRIPTION

Canada Day 2025

To initiate planning for Canada Day 2025 and to assign the Recreation Committee a lead role in organizing the event.

It is recommended that the Recreation Committee oversee planning activities, coordinate community involvement, to develop the event program and budget.

PROPOSED MOTION

BE IT RESOLVED THAT the Council of Fundy Albert hereby requests that the Recreation Committee bring forward a formal recommendation to Council regarding the planning and delivery of a Canada Day event(s) for July 1, 2025;

AND BE IT FURTHER RESOLVED THAT this recommendation includes a proposed event outline, location, budget estimate, and any anticipated community partnerships or resource needs, to be considered at the upcoming meeting of Council on May 6, 2025.

Terms of Reference for Recreation Committee

1. Purpose

1. Oversee recreational activities within Fundy Albert, ensuring they are well-organized and accessible to all residents.
2. Support independent, board-driven recreation councils throughout Fundy Albert, facilitating their inclusion under the municipality's insurance coverage.

2. Authority

The Recreation Committee has been granted its legal authority to assist the Municipality with advising on matters related to recreation and leisure activities and by virtue is being delegated this responsibility with Council's approval of a motion on January 7, 2025 (Annex A), of the approval of this Terms of Reference on April 23, 2025 and thereafter appointing members to the Committee.

3. Mandate

The committee is mandated to:

- Advise the Council on matters related to recreation and leisure activities.
- Promote, plan, and implement recreational initiatives within the community.
- Maximize the use of municipal recreational facilities, including trails, pool and arena.
- Collaborate with local organizations, schools, and other stakeholders to enhance recreational opportunities.
- Provide recommendations to council regarding the allocation of resources and funding for recreational programs and facilities, including reports to support annual budgetary discussions;
- Develop policies related to recreation for council approval and ensure alignment with community goals and priorities.
- Liaise, on behalf of Council, with the public and private agencies including senior governments, to encourage the provision of programs, services and support for parks and recreation services.
- Consider and make recommendations to Council on any other matters referred to the Committee by Council. If the committee consists of board-driven recreation councils who wish to be included under the municipality's insurance coverage, the committee, with the

approval of council, must:

1. verify that each external community group meets the necessary requirements and adheres to the municipality's insurance policies
2. implement and enforce policies related to insurance coverage, which may include approval of high-risk purchases that could affect insurance premiums, for example, to ensure consistency and compliance across all external groups
3. identify potential risks associated with recreational activities and works with the external community group to mitigate these risks, which could include assisting with safety training or conducting ad hoc inspections.
4. provide ongoing support and guidance to the external community group on insurance matters, securing grants, financial oversight, etc.
5. work together on joint projects or initiatives that require combined efforts and expertise. This collaboration would enhance the effectiveness and reach of community programs.

4. **Membership**

The Committee will consist of 13 (thirteen) voting members appointed by a motion of Council, as follows:

- Two (2) members of Council, with one appointed as Chair and the other appointed as Vice Chair, duly appointed by Council annually pursuant to Fundy Albert Bylaw 3, Respecting the Proceedings of Fundy Albert Municipal Council and Committee Meetings
- One (1) member of the Fundy Albert Administration, as determined by the Chief Administrative Officer (CAO)
- 50 (fifty) volunteer members who are Fundy Albert residents. Applications shall be vetted by the CAO, or designate; and
- A member from any board-driven recreation councils who wish to be included under the municipality's insurance coverage.

Volunteer members will be appointed or re-appointed to the Committee for a term of two (2) years, except as otherwise determined by Council. Volunteer members may serve for up to three (3) terms on the Committee, except as otherwise determined by Council. All appointments shall be for a two-year term, at the end of each term a Committee member may express their interest in continuing as a member or resign as a member.

Where a vacancy occurs on the Committee, the Council shall appoint a person to fill the position as soon as possible; that person shall hold office for the remainder of the term of the member in

whose place that person is appointed.

Each member will serve without remuneration but shall be reimbursed for such expenses as are necessarily incurred by such member in the discharge of the member's duties, with prior approval from the CAO.

5. Roles and Responsibilities

Chairperson: The Chairperson is ultimately responsible for organizing, chairing, and facilitating all meetings, ensuring that appropriate research, directions and recommendations are given to the Committee, to efficiently and cost-effectively carry out the event plans. This person shall prepare minutes, agendas and packages, as necessary.

- **Vice-Chairperson:** A Vice Chairperson shall be appointed and act in the place of the Chairperson during absences, unavailability, or conflicts of interest of the Chairperson.

Municipal Staff: The CAO shall designate a staff member(s) to carry out the functions and roles as directed by the Committee from time to time and shall act as a staff resource to the Committee.

Members: Will actively participate in meetings, provide input on agenda items, and assist with the implementation of projects and initiatives.

6. Meetings

Meetings of the Committee shall be held on such day as the Committee decides at the first meeting of the Committee, with such meetings taking place at the time and place agreed to by the Committee.

Additional meetings may be held, or the above meetings date and times changed, when agreed to by consensus of the Committee.

7. Quorum Requirements

No decisions may be made at any Committee meeting unless at least one elected representative and two community representatives are present.

8. Agenda, Minutes and Resolutions

Minutes and recommendations of the Committee shall be provided to each member of the Committee within a reasonable time after the conclusion of such meeting. The chair will endeavor to provide each member of the Committee with the agenda and required supporting documentation at least three days prior to every meeting.

9. Conflict of Interest

It is expected that all members of the Committee will adhere to the Section 8 of the Local Governance Act, disclosing any pecuniary or indirect pecuniary interest in any matter before the Committee and refraining from taking part in, or trying to influence either before or after the meeting, any directions or decisions respecting such matters. Any breach of this guideline will require the Chairperson to ask Council to remove that member and appoint another member in their stead. If the breach is by the Chairperson, this shall be reported to Council by the Vice Chairperson.

10. Decision-Making

- Decisions of the committee will be made by a majority vote of members present. Where a majority is not forthcoming, the vote shall be determined in the negative¹.
- The Committee has authority to oversee and facilitate the research and data collection process by requesting such information from the CAO and his/her staff, Committee members, or other private sector or government sources.

11. Reporting

- The committee will report directly to the Fundy Albert Council on its activities and recommendations at regular intervals and indirectly to the CAO for operational and administrative support.
- The committee will provide a formal report on its work and progress at least bi-annually or as required. The Chairperson shall provide written reports to Council concerning the Committee's work plan, focus and directions. Should Council require, an oral presentation may be requested of the Chairperson at any time if Council wishes to have further clarification or reporting on the Committee's work.

12. Budget and Resources

- Any expenditures must be authorized prior to spending.
- To undertake the required research it needs to make the most appropriate decisions in a timely manner, the committee will have access to budgeted funds, and to resources of the appropriate municipal staff, as authorized by the CAO, Requests for funds above the annual budgeted amount for this committee shall be made by the Committee through the Chairperson to Council, on an as needed basis.

13. Confidentiality

All meetings of the Committee are considered public, except those matters deemed to be private and confidential in nature and subject to Section 6 of the Local Governance Act, Part 8

Minutes and subsequent resolutions of such meetings shall be recorded and publicly available upon approval by the Committee.

Information and reports of the Committee shall be subject to normal Right to Information and Protection of Privacy Act and/or the Fundy Albert Right to Information and Protection of Privacy Policy.

14. Review

The terms of reference will be reviewed annually or as needed to ensure they remain relevant and effective in meeting the goals of the committee and the community.

15. Amendments

Any changes to the terms of reference must be approved by the Council.

Annex A

Motion related to the creation of a Recreation Committee of Council

IT WAS MOVED by Councillor Jonah and **SECONDED** by Councillor Elderkin **THAT**

WHEREAS Fundy Albert By-Law No. 2022-03, respecting the Proceedings of Fundy Albert Municipal Council and Committee Meetings provides for the appointment of Council representatives to such committees as required by legislation, agreement or by-law they deem necessary; and

WHEREAS the Council of the Village of Fundy Albert deems it necessary to have a Recreation Committee;

BE IT RESOLVED Council approves a Recreation Committee for the 2025 Calendar Year;

BE IT FURTHER RESOLVED that the following members of Council be appointed to the Recreation Committee:

Co-Chair: Councillor Jonah

Co-Chair: Councillor Land

I certify that the above is a true and exact copy of a resolution passed by the council of the Municipality of Fundy Albert on the 7th day of January 2025.

Seal



A handwritten signature in black ink, reading "Kim Beers", is written over a horizontal line.

Kimberly Beers CLERK

Frequently Asked Questions for Committees of Council

What Constitutes a Committee of Council?

The Intact Public Entities Municipal Liability Policy provides coverage to Committees of Council. They are included in our definition of "Insured". This extension of coverage often brings with it misconceptions of what constitutes a Committee of Council. In order for a Committee to qualify as a Committee of Council, under our policy, the following criteria must be met.

1. Council must pass a resolution stating that a group of individuals will be acting as a Committee of Council;
2. The Committee must be accountable to Council for all their actions and activities;
3. All finances are directed by Council, or at least approved by Council;
4. Typically, one or two Council Members are appointed to sit on the Committee.

Where all the above conditions apply, the Municipal Liability insurance protection for these committees is automatic and no endorsement to the policy is required. Volunteers to these Committees of Council are also included in the definition of "Insured".

It is not our intent to extend the Municipal Liability coverage to any and all committees formed to provide service or benefit to the community. Where a committee acts completely independent of the municipality, no coverage under the Municipal Liability Policy exists.

If you need further clarification or are in doubt as to whether a committee qualifies, please call us.

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