

1. Call to Order

2. Adoption of Agenda

3. Conflict of Interest Declarations

4. Public Presentations

5. Information Items

5.1 Development Activity Report – Plan 360 (September)

5.2 Maritime By-Law Enforcement Services Report (September)

5.3 NBSPCA Quarterly Report

5.4 Riverview, Hillsborough, Riverside-Albert, Alma Fire Dept Quarterly Reports

6. Council Direction Requests

6.1 Flag Policy

6.2 Streetlight Policy

6.3 Surplus Land & Land Acquisition Policy

6.4 EMO By-Law

6.5 Shared Portion of Public Works Employees and Fleet

6.6 Fleet Management – Truck Purchase

6.7 2026 PMHP Project – Scenic Drive Shoulder and Swale Reconstruction

6.8 Hillsborough Water Exploration

6.9 Arena Ventilation

7. Departmental Reports

7.1 Legislative Services

7.2 Operations

7.3 Financial services

8. Mayor and Council Statement and Inquiries

9. Public Statements and Inquiries

10. Closed Session

10.1 68 (1) (c) information that could cause financial loss or gain to a person or the local government or could jeopardize negotiations leading to an agreement or contract.

10.2 68 (1) (b) personal information as defined in the *Right to Information and Protection of Privacy Act*,

11. Adjournment

Development Activity Report

September 2025

The monthly Planning and Development report provides frequent up-to date information on planning and development requests in the municipality of **Fundy Albert**. It also provides a year-to-date total of development activity.

The following are the total number of applications **received** this month based on type:

Application	September	Year to Date
Development Permit	3	17
Building Permit	6	42
Subdivisions	2	18
Zoning Confirmations	1	8
Regulation Amendment	0	0
Policy Amendment	0	0
Rezoning	0	2
Adjustments (variances, terms and conditions, temporary uses, similar or compatible uses, non-conforming uses)	0	3
Complaints, Zoning & Building Infractions	1	4
Document Approvals	0	3
Sidewalk Cafe	0	0

Permit Breakdown

The following table provides the year-to-date permits **issued** sorted by development type and provides a comparison to the same period as the previous year.

Construction values represent the estimated construction value of issued building permits and are not actual construction costs.

Permit Type	September 2025		2025 YTD		September 2024		2024 YTD	
	#	Value	#	Value	#	Value	#	Value
Residential	0	\$0	27	\$10,497,588	2	\$755,680	20	\$5,575,775
Multi Residential	0	\$0	0	\$0	2	\$1,384,435	2	\$1,384,435
Commercial	0	\$0	0	\$0	0	\$0	0	\$0
Industrial	0	\$0	0	\$0	0	\$0	0	\$0
Institutional	0	\$0	3	\$2,323,190	0	\$0	0	\$0
Accessory Buildings & Structures	5	\$44,604	23	\$478,167	5	\$149,855	27	\$833,279
Agricultural	0	\$0	0	\$0	0	\$0	0	\$0
Total	5	\$44,604	53	\$13,298,945	9	\$2,289,970	49	\$7,793,489

Number of Units Created – Note negative numbers indicate demolition of units

	September 2025	2025 YTD	September 2024	2024 YTD
Single Dwelling Unit	0	23	2	18
Two-unit/semi-detached	0	0	4	4
Townhouse/Rowhouse	0	0	0	0
Multiple Dwelling Unit	0	0	0	0
Accessory Dwelling Unit	0	0	0	0
Mobile / Mini Home	0	1	0	0
Total	0	24	6	22

Active Subdivision Applications

The following table provides the year-to-date subdivision applications received and provides a comparison to the same period as the previous year.

	September 2025	2025 YTD	September 2024	2024 YTD
# of Plans	2	17	0	21
# of Proposed Lots	26	45	0	57
# of Proposed Parcels	0	5	0	11

Southeast Planning Review and Adjustment Committee

The Southeast Planning Review and Adjustment Committee is a non-political group who provide input on land use planning related issues in the municipality. Under the *Community Planning Act*, they provide advice to Council on amendments to the planning related by- laws and rezonings as well as the location of new infrastructure and lands for public purposes. The committee acts as an approval body on variances, temporary uses, conditional uses, similar or compatible uses and extensions to non-conforming uses. Please note that some proposals may contain more than one application (ie. a conditional use that requires a variance).

	September 2025	2025 YTD
Variance Request	0	2
Similar and Compatible Use	0	0
Conditional Use	0	0
Non-Conforming Use	0	0
Temporary Use Approval	0	0
Policy Amendment	0	0
Regulation Amendment	0	0
Rezoning	0	0
Total	0	2

Monthly Report on Unsightly Properties in

Fundy Albert September 2025

Summary of Active cases

Introduction

This report provides a comprehensive overview of the active unsightly properties in the Fundy Albert region, and the actions being taken or required.

Active Cases

Ward 1

1 property - Form 4 needs issued

Ward 2

1 Property – Form 4 issued

1 Property – File closed

1 Property – Inspection completed and Form 4 needs issued

Ward 3

1 Property – Form 4 issued

Ward 4

1 Property – Inspection completed

1 Property – Inspection and File Closed

Ward 5

None

Ward 6

2 Properties – inspections conducted and working with property owners

Closed Cases

There have been two files closed without the need for an enforced clean up

Conclusion

Continued monitoring and enforcement will ensure that the community remains clean, safe, and aesthetically pleasing for all residents (educating property owners first and take enforcement actions as a last resort)



New Brunswick SPCA Dog Patrol Summary

For Jul 01 2025 to Sep 30 2025

Contract: Fundy Albert

Printed by: New Brunswick SPCA
Printed on: October 02 2025 12:59 pm

Total # of DCO Investigations: 4

Total # of DCO Patrols: 6

of Investigations by Animal Class:

Dog 4

of Investigations by Investigation Type:

Barking Dog 1

Dog at large 2

Dog Bite 1

of Investigations by Validity Type:

Founded 2

Unsubstantiated 2

of Investigations by File Disposition:

Educated 2

Unsubstantiated 2

of Closed Investigations: 4

of Investigations by Important Date Category:

Total Animals by Species:


	Number	Removed	Returned	Surrendered	Abandon	Euthanized
Dog	7	0	0	0	0	0
Total	7	0	0	0	0	0

RE: Quarterly Report - Due October 15

From Tony Porter <TonyP@nbspca.ca>

Date Thu 10/2/2025 1:06 PM

To Clerk <clerk@FUNDYALBERT.CA>

 1 attachment (131 KB)

Fundy Albert - Third Quarter 2025.pdf;

Hi Kim.

Please find the attached dog control report for third quarter.

Below is the list of routine patrols conducted during the same period.

July 04 – 10am-12:15am
10 – 10:51am-11:05am
16 – 11:55am-1:06pm
30 – 11:00am-12:08pm
Aug. 28 – 11:34am-1:56pm
Sept. 29 – 12:46pm-1:08pm

Thanks.

Tony

Tony Porter
Chief Animal Protection Officer
New Brunswick SPCA

TonyP@nbspca.ca

(506) 458-8208 Ext 201

Fax (506) 458-8209



www.sPCA-nb.ca

This e-mail message, including any attachments, is intended only for the use of the individual or entity to which it is addressed and may contain information that is privileged and/or confidential. If you are not the intended recipient or the employee or agent responsible for delivering the communication to the intended recipient, please notify us immediately by replying to this message and then delete this message from your system. You are hereby notified that any use, dissemination, distribution and/or reproduction of this message and/or any attachments by or for unintended recipients is unauthorized and may be unlawful.

	Riverview Fire Department				Hillsborough Fire Department				Riverside Albert Fire Department				Alma Fire Department			
	JAN- MAR	APR- JUNE	JUL- SEPT	OCT- DEC	JAN- MAR	APR- JUNE	JUL- SEPT	OCT- DEC	JAN- MAR	APR- JUNE	JUL- SEPT	OCT- DEC	JAN- MAR	APR- JUNE	JUL- SEPT	OCT- DEC
Structure Fires	1	0	1													
Fires (Other - Chimney, Electrical)	1	0	0													
False Alarms (Malicious)	0	0	0													
Alarms (No Fire - Residential or Commercial)	1	3	2													
Vehicle Accidents, Water/Special Rescue	4	3	2													
Public Hazards (spills, gas leaks, bonfires, etc.)	1	2	1													
Public Assistance Miscellaneous	0	0	0													
Vehicle Fires	0	0	0													
Grass/Brush Fires.	0	0	2													
Mutual Aid Provided	0	0	0													
Medical First Responder incidents	26	15	23													

Riverview Fire & Rescue Notes:

- Squad 10 and Tanker 13 went into service in Riverview during early July. Squad 10 is a combination pumper/rescue unit, while Tanker 13 is a 3000 gallon tanker.
- A volunteer firefighter recruitment commenced in Riverview in August, with an upcoming in-house Level 1 course this fall.

	Riverview Fire Department				Hillsborough Fire Department				Riverside Albert Fire Department			
	JAN-MAR	APR-JUNE	JUL-SEPT	OCT-DEC	JAN-MAR	APR-JUNE	JUL-SEPT	OCT-DEC	JAN-MAR	APR-JUNE	JUL-SEPT	OCT-DEC
Structure Fires							2					
Fires (Other - Chimney, Electrical)												
False Alarms (Malicious)							3					
Alarms (No Fire - Residential or Commercial)							3					
Vehicle Accidents, Water/Special Rescue							9					
Public Hazards (spills, gas leaks etc.)							1					
Public Assistance Miscellaneous												
Vehicle Fires							1					
Grass/Brush Fires.							9					
Mutual Aid Provided							1					
Medical First Responder incidents							2					

Oct 15/25
 Joey Collins
 HFD.



Outlook

Reverse Fire Albert

Re: Quarterly Report - Due October 15

From [REDACTED]

Date Wed 10/15/2025 9:25 PM

To Clerk <clerk@FUNDYALBERT.CA>

10 fire calls, 5 anb assist, 8 mva, 1 fire alarm, 4 mutual aid.

On Tue, Oct 14, 2025, 2:23 p.m. Clerk <clerk@fundyalbert.ca> wrote:
Hi,

**Time at scene Alma Fire Department
(2025-07-01-2025-10-01)**

	Rescue - Miscellaneous [30]	Vehicle Accident [31]	Public Service - first aid [62]	Public Service- miscellaneous [69]	Alarm No Fire - detector activated [73]	Fire Department - Training [91]	Fire Department - Meeting [92]	Fire Department - Voluntary work/Fundraiser [93]	Fire Department - Maintenance [94]	Fire Department - Administrative Task [95]	Total 2025
Balthulbushara, Ziyad [71750]						6	2		2	5	15
Brewster, Kyle [24451]	2										2
Horrobin, Christopher [53585]	2		4	1							7
Janes, Robert [5936]	2	3	3	2				2	3		15
Lyman, James [5922]	2	3	4	3	1	6	6	2	8	9	44
Mallory, Thane [40516]			3			2					5
Martin, Chris [5915]		3	3	1				3			10
Ohara, Joseph [5929]			4	1		6	4	2	6		23
O'Hara, Daniel [24416]	2	3	3						6		14
Ross, Jonathan [5999]									3		3
Rossiter, David [6020]	4	3	4	4	1	6	6	2	8	9	47
Rossiter, Kristi [5971]		3	4	2						2	11
Rossiter, Vernon [5950]							2				2
Stevens, Kristen [37065]				2							2
Total	14	18	32	16	2	26	20	11	36	25	200

Disclaimer: Responses as reported by New Brunswick Fire Service



COUNCIL REPORT FORM (CRF)

To	Fundy Albert Council in Public Session		
From	Kim Beers		
Date	October 21, 2025		
Subject	Flag Policy		
Presenters (if applicable)	N/A		
Length of Presentation (if applicable)	N/A		
Type	Public	Private	✓ Committee of the Whole

PROPOSAL

To adopt the Fundy Albert Flag Policy, establishing clear standards and consistent practices for the display, half-masting, and temporary flying of special occasion flags on municipal properties.

BACKGROUND

The Village currently flies the National Flag of Canada and the Provincial Flag of New Brunswick at several municipal facilities. However, no formal policy exists to guide flag display practices, half-masting procedures, or requests from community organizations to display commemorative or special-occasion flags.

The proposed Flag Policy provides a transparent and consistent framework for:

- Permanent display of national, provincial, and community flags at municipal facilities;
- Procedures for half-masting in accordance with federal and provincial protocol;
- A process for receiving and evaluating community requests for special flag displays; and
- Administrative accountability through Council approval and public recordkeeping.

The policy aligns with *Section 10 of the Local Governance Act (S.N.B. 2017, c. 18)*, which authorizes Council to manage and regulate the use of municipal property and to establish related policies.

RECOMMENDATION

That Council approve the Fundy Albert Flag Policy as presented, at the next Regular Meeting.

OTHER OPTIONS

1. Refer for Amendment: Council may direct Administration to revise specific sections (such as flag locations or eligibility criteria) and return an updated draft for consideration.

RISK ANALYSIS

Without a formal policy, requests for flag displays could be handled inconsistently, creating potential for misinterpretation, public criticism, or conflict over eligibility and procedures.

Adoption of the Flag Policy reduces these risks by defining clear criteria and accountability for all flag-related decisions

CONSIDERATIONS

Legal	Aligns with the Local Governance Act (S.N.B. 2017, c. 18) and provincial flag protocols.
Financial	Minimal – limited to maintenance of flagpoles and occasional flag replacement. Applicants provide their own special occasion flags.
Environmental	NA
Policy	Creates a new stand-alone policy under Council's Policy Framework
Stakeholders	Council, Administration, and Community Organizations.
Community Sensitivities	Sensitive flag requests (e.g., political, religious) are explicitly excluded to avoid controversy.
Council priorities	Strategic Plan Alignment: <ul style="list-style-type: none">• Infrastructure✓ Village Services✓ Communications• Strategic Partnerships• Economic Development & Tourism
Documents, maps, photos or presentations attached	Draft Fundy Albert Flag Policy (including Appendix A – Application to Fly a Community Organization Flag)
Consultation	CAO and Comparative review of flag policies from other New Brunswick municipalities (e.g., Salisbury, Riverview, and Moncton) to ensure consistency with regional standards.

Intergovernmental considerations	Aligns with federal and provincial flag-flying protocols, including direction from the Government of Canada (Canadian Heritage) and the Government of New Brunswick Office of Protocol.
-----------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Fundy Albert Flag Policy

Effective Date:

1. PURPOSE STATEMENT

The Municipality of Fundy Albert will fly flags on its premises on a permanent basis and on a temporary basis to mark special occasions. This policy applies to all municipal buildings, parks, and public facilities under municipal control, including leased lands. It also provides guidelines for receiving and considering requests from the public to display a flag on municipal property. No individual, organization, or group may install or fly a flag on any municipal property without prior authorization from the Municipality.

The Municipality recognizes that flags are important symbols of civic pride, identity, and respect. The proper display and care of flags reflect the Municipality's commitment to national, provincial, and community values.

2. LEGISLATIVE AUTHORITY

This Policy is adopted under the authority of Section 10 of the *Local Governance Act*, S.N.B. 2017, c.18, which authorizes Council to manage and regulate the use of municipal property and to establish related policies.

The Municipality will ensure adherence to the *Rules for Flying the National Flag of Canada*, issued by the Government of Canada, and the *Government of New Brunswick Protocol Manual* for official flag display practices and procedures.

3. DEFINITIONS

- "Chief Administrative Officer (CAO)" means the head of the municipal administration and the only employee who reports directly to Council.
- "Council" means the Mayor and Councillors of the Municipality of Fundy Albert.
- "Half-mast" means the position halfway between the top of a mast and its base, generally used for flags to show respect or mourning.
- "Special Occasion" means a commemorative date, event, or recognized period observed by a community organization that may warrant a request to the Municipality to have a flag flown.

4. PERMANENT FLAGS

4.1 Location and Display

The following flags will be flown on a permanent basis on municipal properties:

- **2849 Main Street, Hillsborough – Two Flagpoles**
 - The Hillsborough Public Library will permanently fly the *National Flag of Canada* and the *Provincial Flag of New Brunswick* on a daily basis.
 - One flagpole is designated for the display of a special occasion flag, when permitted under this Policy. In such cases, the special occasion flag will be flown in place of the Provincial Flag of New Brunswick for a specified period.

- **61 Academy Street, Hillsborough – Two Flagpoles (Future Installation)**
 - The Municipal Office will fly the *National Flag of Canada* and the *Provincial Flag of New Brunswick* on a daily basis.
 - One flagpole is designated for special occasion flags, under the same terms as above.
- **McClelan Memorial Park, Riverside-Albert – Three Flagpoles**
 - The park will permanently fly the *National Flag of Canada*, the *Provincial Flag of New Brunswick*, and the *Acadian Flag*.
 - One pole is designated for special occasion flags under this Policy, flown temporarily in place of the Provincial Flag.
- **9 Bicentennial Road, Riverside-Albert – One Flagpole**
 - The Riverside-Albert Recreation Centre will permanently fly the *National Flag of Canada* on a daily basis.

All permanent and special occasion flagpoles shall meet applicable engineering and safety standards and be maintained in good condition by the Municipality.

4.2 Position of Honour

When multiple flags are flown on separate poles, the *National Flag of Canada* shall occupy the position of honour, in accordance with federal and provincial flag protocols.

5. HALF-MASTING

5.1 Circumstances

Flags shall be flown at half-mast as a sign of mourning or solemn respect in the following circumstances:

- When directed by the Office of Protocol (Government of New Brunswick) or the Government of Canada;
- Upon the death of a sitting member of Council of Fundy Albert;
- Upon the death of an active municipal employee;
- In other circumstances as determined jointly by the Mayor and the Chief Administrative Officer (or their designates);
- On designated commemorative dates such as *Remembrance Day* (November 11) and *National Day for Truth and Reconciliation* (September 30).

5.2 Emergency or Exceptional Circumstances

In the event of a national tragedy, local disaster, or other emergency situation, the Mayor or Chief Administrative Officer may authorize the immediate half-masting of flags without

the need for a Council resolution. Such action shall be communicated to Council as soon as reasonably possible, and the duration shall be determined in consultation with the Mayor or CAO.

5.3 Duration

- Flags shall remain at half-mast from the time of notification until sunset on the day of the funeral or memorial service.
- If no funeral is held, the flag shall be lowered for at least one full business day within ten days of notification.

6. SPECIAL OCCASIONS

The Municipality may receive requests to fly flags recognizing community events or organizations. The following guidelines apply:

- Special occasion flags shall only be flown on designated flagpoles, as listed in this Policy.
- Requests must be submitted in writing using *Appendix A – Application to Fly a Community Organization Flag*.
- Applications must be received a minimum of six (6) weeks prior to the requested display date to allow for Council consideration.
- Council approval is required for all special flag displays.
- In time-sensitive cases, the CAO, in consultation with the Mayor, may authorize a temporary flag display, subject to ratification by Council at its next regular meeting.
- Approved flags shall be provided by the applicant and must be in good condition. The Municipality will not fly a damaged or poor-quality flag.
- Flags will normally be flown for a maximum of seven (7) consecutive days, unless otherwise approved by Council resolution.
- The Municipality reserves the right to refuse or remove a flag at any time if it becomes damaged, deteriorated, or presents a safety concern.
- Requests will be considered in the order received.
- The Municipality will advise the public of the significance of any special occasion flag through municipal communication channels.

6.1 Ineligible Requests

The Municipality will not approve flag requests that promote or represent:

- a. Political parties or campaigns;
- b. For-profit corporate entities;
- c. Religious organizations or observances;
- d. Groups supporting social or racial intolerance, violence, or hatred.

6.2 Public Awareness

Where appropriate, the Municipality may post brief explanatory information about the special occasion flag being displayed on its website or social media.

7. DAMAGED OR RETIRED FLAGS

Flags that are damaged, faded, or no longer in suitable condition for display will be retired respectfully in accordance with the *Government of Canada's Guidelines for the Disposal of the National Flag of Canada* and similar standards for other flags.

8. FLAGS AT THE DISCRETION OF COUNCIL

Council may, by resolution, direct Administration to fly a flag on a community flagpole for a specific event, recognition, or period of mourning. Such decisions shall be documented in the Council minutes and specify the reason, duration, and location for the display.

9. ADMINISTRATION AND CONTACT

Municipality of Fundy Albert – Municipal Office
61 Academy Street, Hillsborough NB E4H 2R4
Phone: (506) 734-3733
Email: clerk@fundyalbert.ca

10. TRANSPARENCY AND RECORDKEEPING

All flag-raising requests, approvals, and Council decisions will be recorded and retained in accordance with the *Archives Act* (S.N.B. 2009, c. A-26.1), and the *Right to Information and Protection of Privacy Act (RTIPPA)*.

Approved flag events shall be noted in Council minutes for public access.

APPENDIX A – Application to Fly a Community Organization Flag

Instructions:

- Applications must be submitted a minimum of six (6) weeks prior to the requested date.
- The Municipality reserves the right to determine which flags may be flown on municipal property.
- Approved flags must be provided by the applicant in good condition.
- The significance of the flag provided will be used for any public communication.
- The flag shall only be flown on the designated Special Occasion Flagpole, pursuant to this Policy.

TO BE COMPLETED BY COMMUNITY ORGANIZATION

Name of Organization: _____

Significance of Flag: _____

Requested Duration to be Flown: _____

Name & Title: _____

Contact Phone Number: _____

Contact Email: _____

Image Attached: ☐ Yes ☐ No

Preferred Location (select one):

- ☐ 2849 Main Street, Hillsborough – Hillsborough Public Library
- ☐ 61 Academy Street, Hillsborough – Municipal Office (future installation)
- ☐ McClellan Memorial Park, Riverside-Albert
- ☐ 9 Bicentennial Road, Riverside-Albert – Recreation Centre

TO BE COMPLETED BY THE MUNICIPALITY

Date Received: _____

CAO or Designate Signature: _____

Council Decision Date: _____



COUNCIL REPORT FORM (CRF)

To	Fundy Albert Council in Public Session
From	Kim Beers
Date	October 21, 2025
Subject	Streetlight Policy
Presenters (if applicable)	N/A
Length of Presentation (if applicable)	N/A
Type	Public Private ✓ Committee of the Whole

PROPOSAL

To adopt the Fundy Albert Street Light Policy, establishing a clear, equitable, and transparent framework for the installation, management, and cost-sharing of streetlights across both serviced and outside areas of the Municipality.

BACKGROUND

The Village currently manages streetlights inherited through the Local Government Reform process from former villages and local service districts. Prior to this policy, there has been no consistent administrative procedure or standard for approving new streetlight installations, removals, or cost allocation between serviced and outside areas.

The proposed policy:

- Establishes consistent criteria for installation, removal, and management of streetlights;
- Defines service levels for Serviced Areas (former villages) and Outside Areas (former LSDs);
- Clarifies the process for resident petitions, public safety-based installations, and Council approval requirements;
- Aligns with NB Power service standards and environmental best practices (including LED and dark-sky compliance);

- Provides administrative accountability through defined roles for the Director of Operations, CAO, and Council; and
- Introduces a formal Streetlight Request Form for property owners and residents.

This policy supports fairness and transparency while addressing ongoing public safety concerns and managing fiscal responsibility for lighting infrastructure.

RECOMMENDATION

That Council approve the Municipality of Fundy Albert Street Light Policy at the next Regular Meeting

OTHER OPTIONS

1. **Amend Specific Clauses:** Council may direct Administration to revise sections and return the revised policy for review.
2. **Status Quo:** Continue to manage streetlight requests on a case-by-case basis without a formal policy, though this may perpetuate inconsistency and risk.

RISK ANALYSIS

Without a formal policy, decisions regarding new installations, removals, and budget allocations could be inconsistent or subjective, potentially leading to public dissatisfaction, inequitable service levels, or budget overages.

Adoption of this policy provides legal and procedural clarity, protects the Municipality's fiscal interests, and ensures consistent application of safety and environmental standards.

CONSIDERATIONS

Legal	Aligns with the <i>Local Governance Act, S.N.B. 2017, c.18</i> and NB Power service standards; consistent with <i>Right to Information and Protection of Privacy Act (RTIPPA)</i> .
Financial	Existing and new installations are funded through annual budgets.
Environmental	Encourages LED and dark-sky compliant lighting to minimize light pollution and energy use.
Policy	Establishes a new stand-alone municipal policy guiding consistent and equitable streetlight management.
Stakeholders	Council, CAO, Director of Operations, NB Power, and residents within both serviced and outside areas.
Community Sensitivities	Addresses differing resident views on lighting versus light pollution. Ensures public input through petitions and Council decisions.
Council priorities	Strategic Plan Alignment: <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Infrastructure <input checked="" type="checkbox"/> Village Services • Communications

	<ul style="list-style-type: none"> • Strategic Partnerships • Economic Development & Tourism
Documents, maps, photos or presentations attached	Draft Municipality of Fundy Albert Street Light Policy (including Request and Petition Form)
Consultation	CAO
Intergovernmental considerations	Policy framework developed referencing NB Power service standards and municipal best practices from other New Brunswick communities.



Municipality of Fundy Albert
Street Light Policy
Effective Date:

1. Policy Purpose

This Policy establishes a consistent approach for installing and managing municipal street lighting. It balances public safety needs with concerns about light pollution and reflects the views of residents. Fundy Albert recognizes that residents hold differing views on street lighting. This policy aims to balance the need for pedestrian and vehicle safety with community concerns regarding light pollution and cost.

2. Definitions

- “Outside Areas” means former Local Service Districts (LSDs) prior to the Local Government Reform process.
- “Planning Area” means the geographic area under the jurisdiction of the Village of Fundy Albert, as established by the Local Government Reform process.
- “Property Owner” means a registered owner(s) of a property, as registered with Service New Brunswick, and excludes tenants such as, but not limited to, renters.
- “Service Areas” means the portion of the Planning Area that is provided with municipal water and/or sewer services, corresponding to the former Villages as they existed prior to the Local Government Reform Process.
- “Director of Operations” means the staff member responsible for managing municipal infrastructure, including street lighting.
- “Council” means the Mayor and Councillors of the Municipality of Fundy Albert.

2. Legal and Administrative Authority

This Policy is adopted under the authority of the Local Governance Act, S.N.B. 2017, c.18. Management of streetlights is carried out in compliance with NB Power regulations and service standards. Requests for information under this



Policy are subject to the Right to Information and Protection of Privacy Act (RTIPPA). In the event of any conflict between this Policy and an applicable municipal by-law, the provisions of the by-law shall prevail.

3. Street Light Management and Ownership

The Village is responsible for paying monthly fees, determined by NB Power, for streetlights installed within the Municipality. The asset registry of all municipal streetlights will be maintained by the Operations Department.

4. Existing Street Lights

Existing street lighting locations at the time of implementing this Policy will remain unchanged. Requests to remove streetlights must be made, in writing, to the Director of Operations, who has the authority to determine whether or not a streetlight shall be removed. Decisions on removal shall consider public safety, proximity to intersections, and existing service standards.

5. New Street Lights – Serviced Areas

The standard level of service is one (1) streetlight per two (2) power poles within the Serviced Area boundary, as identified in Schedule A. New streetlights will be installed at the Village's expense as part of the Subdivision/Developer Agreement process for all new streets. All streetlights within the Serviced Area, existing and future, are to remain sub-unit-specific expenses funded by Alma (V), Hillsborough (V), and Riverside-Albert (V).

6. New Street Lights – Outside Areas

Public Safety Installations: The Village may install streetlights in Outside Areas for reasons of public safety, in consultation with the municipal Councillor(s) of the applicable Ward. Public safety criteria may include, but are not limited to:

- Locations with a documented history of safety concerns;
- Intersections;
- Canada Post Community Mailbox sites.



Resident Petitions:

- Requests for streetlights in residential subdivisions must be submitted via a signed petition from at least five (5) households in the affected area.
- Petitioners must reside within 200 metres of the proposed location.
- Each household is entitled to one (1) signature, and only Property Owners may sign.
- Digital signatures are acceptable if submitted through an approved municipal form.
- The Director of Operations, in consultation with the CAO, will review requests and prepare recommendations for Council within 60 calendar days.
- If a request is declined, petitioners may submit an appeal to Council within 30 calendar days of the decision.

Cost Allocation:

- Streetlights in Outside Areas are shared among the area sub-units.
- Cost-sharing arrangements will be reviewed annually during budget deliberations, with public notice to ratepayers.
- Costs will appear as a separate line item in the annual budget.

Installations Without Poles:

- Requests will only be considered if existing power poles are available.
- Where poles are absent, Council approval is required to fund new poles.
- Cost estimates will be obtained from NB Power, and affected residents will be notified prior to Council's decision.

8. Technical & Environmental Standards

All new streetlights shall comply with NB Power's current specifications, including use of energy-efficient LED lighting. Where feasible, fixtures must be dark-sky compliant to minimize light pollution and light trespass onto adjacent residential properties. Council may adopt further technical standards to address advances in energy efficiency or environmental protection.

9. Roles and Responsibilities

Council shall:

- Approve the annual budget for street lighting.
- Review staff recommendations for new or removal requests within 90 days.
- Provide final decisions on appeals and communicate outcomes publicly.

Director of Operations shall:

- Collaborate with the CAO to review and process requests.



- Provide written responses within 30 days for removal requests and within 60 days for new requests.
- Act as liaison with NB Power for streetlight management.
- Maintain records of all requests, petitions, and Council decisions.

Chief Administrative Officer (CAO) shall:

- Ensure staff respond to resident petitions and prepare reports to Council within prescribed timelines.
- Provide administrative oversight and budget recommendations related to street lighting.

10. Review Cycle

This Policy will be reviewed every five (5) years, or sooner if required due to changes in technology, regulation, or municipal needs. The review shall be led by the Director of Operations in consultation with the CAO.

Mayor: _____

Clerk: _____

Instructions



The Village of Fundy Albert accepts requests for new streetlights in accordance with the Street Lighting Policy. Requests will be considered where:

- Public safety is a concern (e.g., traffic hazards, intersections, mailboxes, history of incidents);
- A petition is submitted by at least five (5) Property Owners within 200 m of the proposed location (Outside Areas only);
- The request is consistent with NB Power's standards and available infrastructure.

Staff will review requests and provide a recommendation to Council within 60 days.

Requestor Information

1. Name of Requestor (Property Owner only): _____
2. Civic Address: _____
3. Phone/Email: _____

4. Address / Description of Location: _____

5. NB Power Pole Number (if known): _____
6. Attach Map/Sketch (optional but recommended)

7. Reason for Request (check all that apply):

☐ Public Safety Concern

☐ High-Traffic Area

☐ Intersection

☐ Canada Post Community Mailbox

☐ Other (please describe): _____

8. Petition (Outside Areas only)



- o Attach petition signed by at least five (5) Property Owners within 200 m of the proposed location.
- o Only one (1) signature per household is permitted.

For Municipal Use Only

- Date Received: _____
- Reviewed By (Staff): _____
- Council Decision: ☐ Approved ☐ Declined
- Date of Decision: _____
- Notes: _____

Privacy Notice Personal information collected on this form is for the purpose of administering the Street Lighting Policy and will be managed in compliance with the Right to Information and Protection of Privacy Act (RTIPPA).



COUNCIL REPORT FORM (CRF)

To	Fundy Albert Council in Public Session
From	Kim Beers
Date	October 21, 2025
Subject	Surplus Land and Land Acquisition Policy
Presenters (if applicable)	N/A
Length of Presentation (if applicable)	N/A
Type	Public Private ✓ Committee of the Whole

PROPOSAL

To adopt the Municipality of Fundy Albert Municipal Surplus Land & Land Acquisition Policy, establishing a clear, transparent, and legally compliant framework for the acquisition and disposal of municipal lands, with particular emphasis on the disposal of surplus land for housing and community development purposes.

BACKGROUND

The Municipality of Fundy Albert currently holds and manages various parcels of land across its jurisdiction, including properties acquired through amalgamation, subdivision processes, or legacy ownership. Historically, there has been no formal policy governing how lands are acquired, evaluated, or declared surplus for sale or redevelopment.

The proposed policy addresses this gap by:

- Establishing consistent procedures for acquiring and disposing of municipal lands under *Section 10(1)(c) of the Local Governance Act, S.N.B. 2017, c.18*;
- Providing clear criteria for designating lands as surplus and ensuring Council authorization for all transactions;
- Introducing structured methods for land disposal, including Direct Sale, Public Solicitation (RFP), and By-Invite Solicitation for not-for-profit developers;
- Supporting affordable housing and community benefit by allowing below-market transfers where public value is demonstrable;

Policy	Establishes a new stand-alone municipal policy ensuring consistency, transparency, and fairness in all land transactions.
Stakeholders	Council, CAO, property developers, housing providers, community organizations, and local residents.
Community Sensitivities	Sensitive in cases of public land sale; transparency measures and Council resolutions in open session safeguard community trust.
Council priorities	Strategic Plan Alignment: <ul style="list-style-type: none"> ✓ Infrastructure ✓ Village Services • Communications ✓ Strategic Partnerships ✓ Economic Development & Tourism
Documents, maps, photos or presentations attached	Draft Municipality of Fundy Albert Municipal Surplus Land & Land Acquisition Policy
Consultation	Reviewed by CAO
Intergovernmental considerations	<p>Aligns with provincial land management provisions under the <i>Local Governance Act</i> and <i>Community Planning Act</i>.</p> <p>Supports New Brunswick's Housing Strategy and Affordable Housing Initiatives by facilitating not-for-profit and public-private development opportunities.</p> <p>No direct funding or approvals required from other levels of government for policy implementation.</p>

Municipality of Fundy Albert
Municipal Surplus Land & Land Acquisition Policy
Effective Date:

1. PURPOSE

This policy establishes the framework for the acquisition and disposal of municipal lands, with particular emphasis on the disposal of surplus land for residential housing and community development. It ensures compliance with applicable New Brunswick legislation and promotes transparency, fairness, accountability, and community benefit.

This policy is established under the authority of Section 10(1)(c) of the *Local Governance Act*, S.N.B. 2017, c.18, which empowers municipalities to acquire and dispose of real and personal property.

2. APPLICATION

This policy does not apply to lands with existing statutory restrictions or purposes, including:

- Lands acquired for public purposes through subdivision or development processes, pursuant to Section 76 of the *Community Planning Act*, S.N.B. 2017, c.19;
- Lands transferred to the Municipality with conditions limiting their disposal.

3. DEFINITIONS

- *Act*: *Local Governance Act*, S.N.B. 2017, c.18.
- *Administration*: Staff of the Municipality of Fundy Albert.
- *Affordable Housing*: Housing that costs less than 30% of before-tax household income, consistent with CMHC standards and provincial housing strategies.
- *CAO (Chief Administrative Officer)*: The head of municipal administration and the sole employee reporting directly to Council.
- *Council*: The elected Mayor and Councillors of the Municipality of Fundy Albert.
- *Reserve Funds*: Accounts established and maintained under Section 101 of the *Local Governance Act*.
- *Surplus Lands*: Lands determined by Council to no longer be required for municipal use, or lands Council wishes to solicit alternate proposals for in pursuit of strategic objectives (e.g., housing, economic development).

4. LAND ACQUISITION

4.1 Identification

Potential acquisitions may be identified by:

- Council;

- Mandating recordkeeping, transparency, and conflict of interest protections consistent with provincial legislation; and
- Requiring that revenues from land sales be reinvested strategically, with a minimum of 50% directed toward housing-related initiatives or reserve funds.

This policy ensures decisions regarding municipal land are fair, consistent, legally compliant, and aligned with Council's long-term objectives for housing, transparency, and community growth.

RECOMMENDATION

That Council approve the Municipal Surplus Land & Land Acquisition Policy as presented, effective immediately upon adoption.

OTHER OPTIONS

1. **Defer Approval:** Council may defer adoption to permit additional legal review or further consultation with stakeholders.
2. **Amend Specific Sections:** Council may direct Administration to revise clauses (e.g., disposal methods, reserve allocation percentages, or affordable housing criteria) and return with an updated version.
3. **Status Quo:** Continue without a formal land acquisition/disposal policy; however, this approach lacks transparency, consistency, and legal safeguards for property transactions.

RISK ANALYSIS

Without a formal policy, land acquisition and disposal decisions risk inconsistency, public criticism, or non-compliance with the *Local Governance Act*. A lack of structured procedures can also lead to missed opportunities for housing development and community growth.

Adoption of this policy mitigates these risks by establishing clear authorization processes, public transparency, and fair market valuation standards while promoting housing affordability and fiscal responsibility.

CONSIDERATIONS

Legal	Fully aligned with <i>Section 10(1)(c)</i> and <i>Sections 95–103</i> of the <i>Local Governance Act</i> , <i>S.N.B. 2017, c.18</i> , as well as <i>Section 76</i> of the <i>Community Planning Act</i> for lands with public purposes.
Financial	All acquisitions and disposals are managed within approved budgets or by Council resolution. Proceeds from land sales are directed to the General Operating Fund or Reserve Funds, with 50% dedicated to housing initiatives.
Environmental	Policy enables sustainable land use by requiring evaluation of environmental constraints and compatibility with community plans.

- A third party offering land to the Municipality;
- Municipal plans, strategies, or reports;
- Public listings of land for sale;
- A municipal department requiring land for service delivery.

4.2 Evaluation Criteria

When preparing a report to Council, Administration shall assess:

- Fair market value;
- Current zoning and potential future uses;
- Development feasibility (size, location, existing structures, servicing constraints);
- Proximity to transportation, utilities, and public amenities;
- Adjacent land uses;
- Opportunities to protect or enhance existing municipal assets.

4.3 Negotiation Authority

- Administration, through the CAO in consultation with the Mayor, may negotiate with landowners for priority parcels identified by Council.
- Where urgency exists (e.g., lands publicly listed that may sell quickly), Administration may negotiate pre-approved priority lands.
- Fair market value must be determined by two independent professionals; Administration may negotiate up to the averaged price, with a $\pm 10\%$ buffer allowance.

4.4 Council Authorization

All acquisitions require a Council resolution in regular session, pursuant to the *Local Governance Act*.

All acquisitions shall be funded through the annual capital budget or by separate Council resolution authorizing the expenditure, in accordance with Section 97 of the *Local Governance Act*.

5. DISPOSAL OF MUNICIPAL LANDS

5.1 Designation of Surplus Lands

- Council may designate lands as surplus by resolution.
- Initial discussion may occur in Closed Session (s.68(1)(d) LGA), but final designation and intended use must be confirmed by resolution in open session.
- Surplus designation does not obligate Council to dispose of land but initiates the process of exploring potential alternate uses.

5.2 Disposal Methods

(a) Direct Sale

- Council may choose to dispose of lands at fair market value for economic development or revenue purposes.
- Sales may be advertised directly by the Municipality or through a licensed real estate broker.
- Council shall record the rationale for the chosen method in the resolution to demonstrate transparency.

(b) Public Solicitation of Proposals (RFP)

- Disposal by RFP requires public notice via the municipal website and, where appropriate, other media.
- Notices shall remain open for a minimum of 21 days and include:
 - Location, size, and zoning of the parcel;
 - Desired use (e.g., residential, commercial);
 - Submission requirements (LOI, contracts, references, timelines, conditions);
 - Any mandatory terms (timeframes, permitted uses, lease vs. sale).

(c) By-Invite Solicitation – Not-for-Profit Developers

- Council may, by resolution, direct Administration to solicit proposals directly from qualified not-for-profit organizations (e.g., housing developers).
- Such transactions will generally occur at a nominal transfer value (\$1) to maximize community benefit.
- This method is intended to support affordable housing but does not exclude not-for-profit proponents from participating in open RFP processes.
- Where land is transferred below fair market value, the public benefit (e.g., affordable housing, community infrastructure, economic development) must be documented in the Council resolution authorizing the transfer.

→ Added Clause: Reversion Protection

Where municipal land is transferred below market value for community or housing purposes, the transfer agreement shall include a reversion clause stipulating that the property reverts to the Municipality if the agreed-upon project conditions (such as construction timelines, land use, or community benefits) are not fulfilled within the specified time. This provision protects public assets and ensures that the intended benefit to the community is realized.

5.3 Proposal Evaluation

- Administration, led by the CAO, shall evaluate submissions against posted criteria and may short-list up to three proponents in consultation with the Mayor.
- Presentations from short-listed proponents shall occur before Council in a Closed Session (s.68(1)(d)).
- Final selection of a proponent must be ratified by resolution in open session.

5.4 Conflict of Interest

- Council members and employees with a direct or indirect pecuniary interest in a land transaction shall declare the conflict and abstain from discussion or voting, in accordance with Sections 95–102 of the *Local Governance Act*.

6. REVENUES FROM LAND DISPOSAL

- Revenues from disposal shall be deposited into the General Operating Fund unless otherwise directed by Council.
- If unspent in the fiscal year, Council may transfer proceeds to a Reserve Fund under Section 101 of the *Local Governance Act*.
- Where lands are disposed of for housing or economic development, at least 50% of net proceeds shall be earmarked for housing-related initiatives (e.g., future land purchases, housing partnerships, incentive programs).
- Council may allocate revenues and reserve transfers by resolution pursuant to Section 103 of the *Local Governance Act*.

7. RECORDKEEPING & TRANSPARENCY

- All records relating to acquisition or disposal shall be maintained in accordance with the *Archives Act* (S.N.B. 2009, c.A-26.1), and the *Right to Information and Protection of Privacy Act* (RTIPPA).
- All appraisals, RFP submissions, evaluations, and Council reports must be archived for a minimum of seven (7) years to ensure audit integrity and RTIPPA compliance.
- Final decisions, including method of disposal and rationale, shall be available to the public through Council minutes and resolutions.
- A summary of all municipal land acquisitions and disposals shall be published annually through a public report or posted on the Municipality's website, demonstrating transparency and accountability to residents.

8. REVIEW

This policy shall be reviewed every three (3) years, or sooner if legislative changes require amendment.

Mayor

Clerk



COUNCIL REPORT FORM (CRF)

To	Fundy Albert Council in Public Session
From	Kim Beers
Date	October 21, 2025
Subject	By-Law No. 2025-03 – Emergency Measures By-law
Presenters (if applicable)	N/A
Length of Presentation (if applicable)	N/A
Type	Public Private ✓ Committee of the Whole

PROPOSAL

To give first and second readings to By-Law No. 2025-03 – Emergency Measures By-law, which repeals legacy emergency planning by-laws from the former Villages of Alma, Hillsborough, and Riverside-Albert, and establishes a unified emergency management framework for the Village under the *Emergency Measures Act* and *Local Governance Act*.

BACKGROUND

The Municipality of Fundy Albert is required under the *Emergency Measures Act, S.N.B. 2011, c.147* to maintain an emergency measures organization and an up-to-date Emergency Response Plan. Following Local Governance Reform, the Municipality inherited three separate emergency planning by-laws from the former Villages of Alma, Hillsborough, and Riverside-Albert, each containing outdated terminology, inconsistent governance structures, and redundant provisions.

The proposed Emergency Measures By-law No. 2025-03:

- Establishes a single, consistent municipal emergency framework applicable to the entire Municipality;
- Clearly defines roles, responsibilities, and authorities for Council, the Municipal Emergency Measures Coordinator and the Emergency Measures Committee;

- Provides for the creation, maintenance, and Council approval of a Fundy Albert Emergency Response Plan;
- Defines procedures for declaring a State of Local Emergency (SOLE) and the continuity of leadership during emergencies;
- Authorizes agreements with other governments or agencies for mutual aid and shared resources; and
- Repeals the former emergency planning by-laws of Alma, Hillsborough, and Riverside-Albert to ensure legislative consistency and compliance with current provincial standards.

This by-law was prepared in consultation with the New Brunswick Emergency Management Organization (NBEMO)

RECOMMENDATION

That Council give first and second readings by title to By-Law No. 2025-03 – Emergency Measures By-law at the next Regular meeting.

OTHER OPTIONS

1. Refer for Amendment: Council may direct staff to revise specific sections (e.g., definitions, quorum for SOLE, or committee structure) before proceeding.
2. Status Quo: Retain the three former emergency by-laws, though this approach leaves the Municipality non-compliant with current legislation and inconsistent in emergency governance.

RISK ANALYSIS

Without an updated emergency measures by-law, Fundy Albert remains at risk of legislative non-compliance and operational confusion during an emergency event. The absence of a unified by-law could impair coordination, delay response efforts, and increase exposure to liability.

Adopting By-Law No. 2025-03 ensures full legal compliance, enhances coordination, and provides clear authority and continuity in leadership and communication during emergencies.

CONSIDERATIONS

Legal	Enacts authority under the <i>Emergency Measures Act</i> , S.N.B. 2011, c.147 and <i>Local Governance Act</i> , S.N.B. 2017, c.18. Repeals outdated by-laws and aligns with NBEMO Municipal Guidelines.
Financial	Minimal direct cost; administrative oversight and training are funded through existing operational budgets.

Environmental	No direct impact; supports coordinated response to environmental emergencies and disasters
Policy	Establishes a core municipal governance by-law for emergency management, replacing three legacy by-laws.
Stakeholders	Council, CAO, EMO coordinator, NBEMO, RCMP, Fire Departments, Ambulance NB, and local EMO volunteers.
Community Sensitivities	Enhances resident safety and preparedness. Clear leadership and coordination improve community trust during emergencies.
Council priorities	<p>Strategic Plan Alignment:</p> <ul style="list-style-type: none"> ☑ Infrastructure ☑ Village Services ☑ Strategic Partnerships <ul style="list-style-type: none"> • Communications • Economic Development & Tourism
Documents, maps, photos or presentations attached	Draft By-Law No. 2025-03 – Emergency Measures By-law
Consultation	<p>Prepared in consultation with the CAO.</p> <p>Reviewed with the New Brunswick Emergency Management Organization (NBEMO) for compliance with provincial standards.</p>
Intergovernmental considerations	Aligns with the <i>Emergency Measures Act</i> and the responsibilities of the Minister of Public Safety and Solicitor General.



BY-LAW NO. 2025-03

FUNDY ALBERT
EMERGENCY MEASURES BY-LAW

PREAMBLE

The Council of the Municipality of Fundy Albert, under the authority vested in it by Sections 9 and 10 of the Emergency Measures Act, S.N.B. 2011, c.147, the regulations thereunder, and Section 10(1) of the *Local Governance Act*, S.N.B. 2017, c.18, and amendments thereto, enacts as follows:

1. DEFINITIONS

For the purposes of this By-law:

- a) **“Disaster”** means any occurrence or anticipated occurrence, other than a war emergency, which endangers property, the environment, or the health, safety, or welfare of the civil population and/or property within the Municipality and which cannot be controlled by the use of normal services and resources of the Municipality;
- b) **“Emergency”** means a present or imminent event in respect of which the Minister of Public Safety and Solicitor General or the Municipality, as the case may be, believes prompt coordination of action or regulation of persons or property must be undertaken to protect property, the environment, or the health, safety, or welfare of the civil population;
- c) **“Municipal Emergency Measures Coordinator (MEMC)”** means the person appointed by Council to coordinate municipal emergency measures, act as the primary liaison with the New Brunswick Emergency Management Organization, and oversee the Emergency Response Plan;
- d) **“Emergency Measures Committee”** means a committee established under Section 3(e) which advises Council on the development and review of the Emergency Response Plan;
- e) **“Emergency Response Plan”** means any plan, program, or procedure adopted by Council and updated periodically, in accordance with provincial guidelines, to mitigate the effects of an emergency or disaster and to provide for the safety, health, and welfare of the civil population and the protection of property and the environment;
- f) **“Emergency Operations Centre (EOC)”** means a building, structure, or place designated by the Emergency Measures Committee as being the operations centre for administering, planning, and coordinating emergency measures;
- g) **“Emergency Operations Control Group (EOCG)”** means the persons designated under the Fundy Albert Emergency Response Plan who are responsible for the administration, planning, and coordination of emergency measures in accordance with the Emergency Response Plan;



- h) “**Emergency Measures Organization (EMO)**” means the New Brunswick Emergency Management Organization established under Section 2 of the *Emergency Measures Act*;
- i) “**Minister**” means the Minister of Public Safety and Solicitor General for the Province of New Brunswick, or successor designation;
- j) “**State of Emergency**” means a state of emergency declared by the Minister under subsection 10(1) or renewed under subsection 18(2) of the *Emergency Measures Act*;
- k) “**State of Local Emergency (SOLE)**” means a state of local emergency declared by the Municipality under section 10(2) of the *Emergency Measures Act* or renewed under section 18(2) of that Act;
- l) “**Municipality**” means the Municipality of Fundy Albert, in the County of Albert and the Province of New Brunswick.

2. DUTIES OF COUNCIL

The Council shall:

- a) appoint a **Municipal Emergency Measures Coordinator (MEMC)** and such other persons as may be required; and
- b) ensure the development and Council approval of an **Emergency Response Plan**, including the allocation of expenditures for the establishment, maintenance, and operation of the Plan and the Emergency Operations Centre, and ensure regular review and updating of the Plan at least once every three (3) years, or following a major emergency.

The Emergency Response Plan shall be developed and maintained in accordance with the **New Brunswick Emergency Management Organization (NBEMO) Municipal Planning Guidelines**.

3. EMERGENCY MEASURES COMMITTEE

- a) The **Emergency Measures Committee** shall consist of the Mayor and members of Council, with alternates designated if members are unavailable.
- b) Three (3) members of the Committee shall constitute a quorum.
- c) The Committee shall meet at least annually to review the Emergency Response Plan and recommend updates to Council.
- d) The **CAO** and the **Municipal Emergency Measures Coordinator** shall serve as **non-voting advisory members** to the Committee to support coordination and administration.

4. EMERGENCY RESPONSE PLAN

The **Emergency Operations Control Group**, under the direction of the **Municipal Emergency Measures Coordinator**, shall be responsible to manage emergencies as



outlined in the **Fundy Albert Emergency Response Plan** and to make recommendations for revisions to the Plan for Council approval.

The **Emergency Response Plan** and any amendments thereto shall be approved by **Council resolution** and shall comply with all applicable provincial emergency management guidelines.

5. GENERAL

5.1 Subject to the approval of Council, the Committee may negotiate, and on behalf of the Municipality, enter into agreements with other municipalities, other levels of government, or other agencies for mutual aid, the formation of joint organizations, or the use of resources, all within the terms of the Emergency Response Plan.

5.2 Upon activation of the Emergency Response Plan, each member of Council shall be advised through the **Voyent Alert System**, fan-out call, or successor notification systems as adopted by Council, that the Fundy Albert Emergency Operations Centre is active.

5.3 Before, upon the event of, or during an emergency, the **Mayor, Deputy Mayor**, or any two (2) Councillors may call members of Council to meet for the purpose of declaring a **State of Local Emergency (SOLE)** and carrying out related business. For the purposes of this By-law only, **any three (3) members of Council shall constitute a quorum**, but this quorum rule applies only when a State of Local Emergency is being considered.

5.4 If a quorum cannot be reached, the members present may contact the **New Brunswick Emergency Management Organization (NBEMO)** requesting that the **Minister of Public Safety and Solicitor General** declare a **State of Emergency** in Fundy Albert.

5.5 Continuity of Leadership:

If both the Mayor and Deputy Mayor are unavailable during an emergency, any Councillor designated by resolution of Council shall exercise the powers of the Mayor for the purposes of the *Emergency Measures Act* and this By-law.

6. STATE OF LOCAL EMERGENCY

6.1 Upon the declaration of a State of Local Emergency, all employees, servants, and agents of the Municipality shall promptly advise the **Emergency Operations Control Group** of their whereabouts and shall carry out duties as directed by the **Municipal Emergency Measures Coordinator**.

6.2 Each member of Council shall promptly advise the **Emergency Operations Centre** of their whereabouts during the continuation of a **State of Local Emergency** or **State of Emergency**.

6.3 During a State of Local Emergency, Council may appoint:

- a) as **auxiliary police**, persons recommended by the officer in command of the RCMP



Southeast District, or their designate;

b) as **auxiliary firefighters**, persons recommended by the Fire Chief, or their designate;

c) such other persons as deemed necessary by the **Municipal Emergency Measures Coordinator**.

6.4 All emergency appointments made under this section shall be **documented in writing** and filed with the **Municipal Clerk** as soon as practicable following the appointment.

7. SEVERABILITY

If any section, clause, sentence, or provision of this By-law is found to be invalid, the remainder of the By-law shall remain in full force and effect.

8. REPEAL

8.1 Alma: By-law entitled "Emergency Planning By-law, By-law #78" enacted on July 14, 1998, and amendments thereto, is hereby repealed.

8.2 Hillsborough: By-law entitled "Community Emergency Planning By-law, By-law #42" enacted on May 6, 2002, and amendments thereto, is hereby repealed.

8.3 Riverside-Albert: By-law entitled "Community Emergency Planning By-law, By-law #24" enacted on May 6, 2002, and amendments thereto, is hereby repealed.

9. ENACTMENT

This By-law comes into force on the date of its third reading and enactment.

IN WITNESS WHEREOF, the **Municipality of Fundy Albert** has caused its corporate seal to be affixed to this By-law.

READ FIRST TIME BY TITLE: _____

READ SECOND TIME BY TITLE: _____

READ IN ENTIRETY: _____

THIRD READING BY TITLE AND ENACTED: _____

Clerk

Mayor



COUNCIL REPORT FORM (CRF)

To	Fundy Albert Council in Public Session		
From	Jillian Hutchinson		
Date	September 5, 2025		
Subject	Shared Portion of Public Works Employees & Fleet		
Presenters (if applicable)	N/A		
Length of Presentation (if applicable)	N/A		
Type	Public	Private	<input checked="" type="checkbox"/> Committee of the Whole

RATIONALE FOR PRIVATE DISCUSSION (if applicable)

n/a

ISSUE

Council direction on Shared Portion of Public Works Employee & Fleet Expenses

CURRENT STATUS & BACKGROUND

Since amalgamation, the costs associated with municipal buildings, parks, and recreational facilities have been treated as shared expenses. However, the specific contributions of Public Works and fleet resources used to maintain these facilities have not been itemized or tracked separately.

RECOMMENDATION

A review of the work plan indicates that 40% of Public Works (Workshops, Yards & Other Buildings: Personnel) employees' time is dedicated to maintaining shared facilities (excluding the arena and travel time), and 24% of the fleet (General Equipment) is utilized for this purpose. We recommend adopting this allocation model for the 2026 budget and will continue to assess its effectiveness annually against the work plan.

OTHER OPTIONS

Leave as an unshared expense.

RISK ANALYSIS

n/a

CONSIDERATIONS

Legal	n/a
Financial	During budget preparation, it is essential to distinguish between shared and non-shared expenses to recommend an appropriate and equitable tax rate.
Environmental	n/a
Policy	n/a
Stakeholders	Municipal Taxpayers
Community Sensitivities	Transparency
Council priorities	n/a
Documents, maps, photos or presentations attached	n/a
Consultation	CAO, Director of Operation, Clerk
Intergovernmental considerations	n/a



COUNCIL REPORT FORM (CRF)

To Fundy Albert Council in Public Session
From Ian Barrett
Date August 5th 2025- Updated 21 October 2025
Subject Fleet Management- Truck Purchase
Presenters Ian Barrett
(if applicable)
Length of Presentation
(if applicable)

Type ✓ Public Private Committee of the Whole

RATIONALE FOR PRIVATE DISCUSSION (if applicable):

N/A

ISSUE

Purchase of ½ Tonne truck to support Fundy Albert Operations

CURRENT STATUS AND BACKGROUND

As previously reported, the majority of Fundy Albert's fleet—comprised of five trucks—is beyond its recommended replacement date, with three trucks over 10 years old. Due to age and routine wear and tear, the frequency and cost of repairs have increased significantly. Over the past three months, the municipality has only been able to keep three to four trucks operational at any given time, further straining an already stretched fleet.

This reduced vehicle availability has impacted our ability to deliver services efficiently across the villages. Additionally, the older, heavier trucks have higher fuel consumption, making them less cost-effective for long-distance travel and general facilities maintenance.

Two critical capability gaps have been identified:

1. A fuel-efficient, lightweight truck suitable for a variety of general tasks across Fundy Albert.
2. A roadworthy 3-tonne dump body truck capable of hauling equipment and materials to job sites effectively.

Of the two, the lack of a reliable and fuel-efficient ½-tonne truck is the more pressing need. It affects daily operations across all service areas—from maintenance of municipal buildings to water sampling—and limits our flexibility to respond to routine and unplanned work. In contrast, the 3-

tonne dump truck, while also important, is typically used for scheduled heavy-haul jobs that can be planned around existing capacity or supported through external sources.

Market research indicates that a new ½-tonne base model extended or crew cab 4x4 truck costs approximately \$60,000–\$65,000 plus HST and licensing and includes a 3-year/60,000 km bumper-to-bumper warranty and a 5-year/100,000 km drivetrain warranty. This option ensures coverage for major repairs and reduces downtime.

OTHER OPTIONS

1. **Do Nothing:** Continue operating the existing fleet with increased repair costs, reduced vehicle availability, and inefficient service delivery.
2. **Buy Used:** A 2–3-year-old truck of similar specifications ranges from \$35,000–\$55,000 plus HST and licensing, depending on make, mileage and condition. However, many of these vehicles have exceeded their manufacturer warranty coverage.

RECOMMENDATION

Whereas the condition and cost of repairs of the current fleet is causing reduced and inefficient delivery of services, **and**

Whereas \$25,000 is available in 2.8.1.1.6 Short Term Interest for Capital Projects for the purchase of a new Public Works Truck

Whereas \$60,000 is available in the Fundy Albert Capital (shared) fund

It is recommended that council approves a sum of up to \$85,000 for the purchase of a new 1/2Tonne truck in line with the Fundy Albert procurement policy

RISK ANALYSIS

Failure to act will likely result in increasing maintenance costs, unplanned downtime, and continued disruption in the delivery of core municipal services. Timely investment in a reliable, efficient vehicle will improve operational effectiveness and reduce long-term costs.

CONSIDERATIONS

Legal	
Financial	<ul style="list-style-type: none">• Increased cost of repairs to keep an aging fleet roadworthy• Fundy Albert Procurement Policy
Environmental	<ul style="list-style-type: none">•
Policy	<ul style="list-style-type: none">• Alignment with the municipality's fleet management and asset renewal strategy.• Impact on operational efficiency and service delivery expectations.• Fundy Albert Procurement Policy
Stakeholders	<ul style="list-style-type: none">• Public works and maintenance teams who rely on fleet availability.

	<ul style="list-style-type: none"> • Taxpayer; providing value for money and efficient delivery of services
Community Sensitivities	<ul style="list-style-type: none"> • Public perception of vehicle purchases or the use of heavy duty vehicles for light duty tasks and potential concerns over spending. • Expectations regarding service delivery improvements with a more efficient fleet. • Ensuring transparency in decision-making to maintain public trust.
Council priorities	Strategic Plan Alignment: <ul style="list-style-type: none"> • Infrastructure ✓ Village Services • Communications • Strategic Partnerships • Economic Development & Tourism
Documents, maps, photos or presentations attached	See attached example vehicles from which average cost was calculated.
Interdepartmental consultation	Operations, Treasurer, Clerk
Intergovernmental considerations	

Update as of 21 Oct 2025

Background

The municipality's aging fleet continues to impede the efficient delivery of core services across all communities. Reduced fleet availability has created persistent challenges: water operators are often required to travel together, limiting their ability to complete concurrent utility tasks, while public works crews are forced to defer or consolidate maintenance activities until vehicles become available. The lack of a reliable, lightweight truck also affects the servicing of recreational facilities, the collection of public garbage cans, and other daily operational duties. To address these gaps, three formal quotes have been obtained for comparable ½-tonne trucks that provide the needed balance of fuel efficiency, reliability, and low total cost of ownership—ensuring the municipality can maintain service standards while controlling long-term operating costs.

Allocation of work/Use

It is challenging to accurately predict the exact proportion of fleet use that will occur under the Village Centre (VC) and Shared budget lines. In reality, operations are fluid—crews frequently shift between local and shared tasks, often within the same day, responding to unplanned maintenance needs, weather impacts, and seasonal demands. While the workplan indicates a **60% VC / 40% Shared** split based on task hours, mileage data tells a different story: the majority of travel occurs in support of shared services, effectively reversing the ratio to approximately **40% VC / 60% Shared** when measured by kilometres driven. Given this variability, a **50/50 allocation** provides the most reasonable and defensible balance between time-based and distance-based usage. It should also be noted that the proposed ½-tonne truck will be **predominantly utilized for servicing municipal facilities, public washrooms, and waste collection**—all of which fall under shared service delivery—further supporting its classification as a shared operational asset.

Quotes

The table below summarise the three quotes received.

Dealer / Model	Engine	Drivetrain	Fuel Efficiency (L/100 km)	Key Inclusions	Final Price (incl. HST & fees)
GMC Sierra 1500 Pro (MacDonald Buick GMC, Moncton)	5.3 LV8 Ecotec3 (Gas)	4WD Double Cab	Combined 12.2 / Highway 10.5	Spray-on bedliner, tow package, trailer brake controller, 120 V outlets, 18" alloy wheels	\$66,958.90
Ford F-150 XL (Taylor Ford Lincoln, Moncton)	2.7 LV6 EcoBoost (Turbo Gas)	4WD SuperCab 6.5' Box	Combined 10.7 / Highway 9.4	Trailer brake controller, locking differential, fog lamps, 17" aluminum wheels	\$71,581.48
RAM 1500 Tradesman (Fairview Chrysler)	5.7 LV8 Hemi MDS VVT (Gas)	4WD Quad Cab	Combined 13.5 / Highway 11.2	Basic trim only	\$72,348.75

While the intent of this purchase was to secure a smaller, fuel-efficient vehicle, each dealer's most cost-effective in-stock option varied in engine size. The **GMC Sierra**, although equipped with a 5.3 L V8, represents the **lowest overall purchase cost** among the three quotes. Notably, its **combined fuel efficiency (12.2 L/100 km)** and **highway rating (~10.5 L/100 km)** are comparable to smaller-engine alternatives when operated over longer rural routes such as those typical across Fundy Albert. The **Ford F-150**, with its 2.7 L EcoBoost V6, achieves better fuel economy (10.7 L combined / 9.4 L highway) but carries an additional purchase cost of approximately **\$4,600**. At current fuel prices ($\approx \$1.80/\text{L}$), this efficiency advantage equates to an estimated savings of **about \$390–\$420 per year** based on 12,000 km of annual driving—meaning it would take **over 10 years** to offset the higher purchase price through fuel savings alone.

The **RAM 1500** option is both the most expensive and the least fuel-efficient (13.5 L combined / 11.2 L highway) while offering fewer standard features. By contrast, the **GMC Sierra** provides the **best balance of upfront cost, towing capacity, and operational efficiency**, already equipped with a factory bedliner and full towing package—both essential for municipal duties such as hauling materials, equipment, and trailers.

Recommendation

It is recommended that Council approve the purchase of the **2025 GMC Sierra 1500 Pro 4WD** from **MacDonald Buick GMC Moncton** at a total cost of **\$58,686.00 plus HST**. This vehicle represents the best overall value to the municipality, offering the lowest purchase price among comparable quotes while meeting all operational requirements for reliability, towing capability, and fuel efficiency. The truck's configuration aligns with Fundy Albert's need for a lightweight, versatile vehicle capable of supporting daily public works operations, including facility servicing, public washroom maintenance, and waste collection across all communities.

Based on analysis of vehicle usage and the fact that this truck will be committed to public works tasks servicing both Village Core and Shared services, **administration recommends a 50/50 allocation** between the Village Core and Shared budgets. However, **Council is requested to confirm the final budget line allocations** for this purchase.

Funding is available from the following sources:

- **Shared Capital Reserve:** Enough funds to pay full amount
- **Village Core Capital Reserve:** Enough Funds to pay full amount
- **2.8.1.1.6 – Short Term Interest for Capital Projects:** up to \$45,499.00 available.



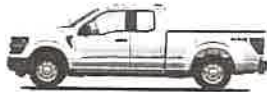
TAYLOR FORD LINCOLN
10 LEWISVILLE ROAD
MONCTON, NB, E1C 8M7

Rep: FELIPE MORAES
Phone: (506) 857-2300
Fax:

Date: 10/11/2025
Key: 4615
Tax: Maritimes

Vehicle

2025 FORD F-150 XL



Stock	KF29284
VIN	1FTEX1LPXSKF29284
Type	New Vehicle
Model	X1L
Number	
Exterior	OXFORD WHITE
Interior	BLACK W/MEDIUM DARK SLATE, CLOTH 40/20/40 FRONT SEAT
Engine	2.7L V6 ECOBOOST
Transmission	ELECTRONIC 10-SPEED AUTOMATIC
Drive	Four Wheel Drive
Body	4WD SuperCab 6.5' Box
Odometer	20

Options

Base Price	\$63,195.00
99P - ENGINE: 2.7L V6 ECOBOOST	\$0.00
44G - TRANSMISSION: ELECTRONIC 10-SPEED AUTOMATIC	\$0.00
103A - EQUIPMENT GROUP 103A HIGH	\$1,395.00
-inc: Chrome Bumpers, Interior Work Surfaces, Wheels: 17" Silver Painted Aluminum, Rear Window Fixed Privacy Glass w/Defroster, LED Fog Lamps	
XL6 - ELECTRONIC LOCKING W/3.73 AXLE RATIO	\$550.00
YZ - OXFORD WHITE	\$0.00
CS - BLACK W/MEDIUM DARK SLATE, CLOTH 40/20/40 FRONT SEAT	\$0.00
67T - INTEGRATED TRAILER BRAKE CONTROLLER	\$350.00
WHEELS: 17" SILVER PAINTED ALUMINUM	\$0.00
TIRES: 265/70R17 BSW ALL- TERRAIN	\$0.00
EQUIPMENT GROUP 103A HIGH SAVINGS	\$0.00

Customer

Name	VILLAGE OF FUNDY ALBERT	Email	publiworks@fundyal bert.ca
Address	61 ACADEMY STREET	Lead	Not Set
City, Province	HILLSBOROUGH, NB	Business	(506) 530-4923
Postal Code	E4H 2R8	Contract Date	10/11/2025
Code	26137	Payment Date	10/11/2025

Cash

MSRP	\$67,240.00	HST Taxable	\$66,766.50
		HST 15%	\$10,014.98
Selling Price	\$65,490.00	Luxury Tax Taxable	\$0.00
PDI/Nitrogen/Fuel	\$165.00	Luxury Tax 10%	\$0.00
License Fee	\$300.00	Payout Lien Amount	\$0.00
Doc Fee	\$699.00	rebate	(\$5,500.00)
MVI	\$45.00	Cash Down	\$0.00
Etch	\$250.00	Total Balance Due	\$71,581.48
Tire Levy	\$22.50	Amount Received	\$0.00
NWL New Wheel Locks	\$95.00	Due on Delivery	\$71,581.48
Trade	\$0.00		
Sub-Total	\$67,066.50		

I / We have reviewed the above disclosure and agree to the vehicle, price and payment information as declared

OAC. All Programs applied

x

VILLAGE OF FUNDY ALBERT

x

Dealer Acceptance

Quote Worksheet

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Quote Worksheet

Quote Number: 214601
1. Contract Date: 10/11/25
2. Stock Number: 25RM2677
3. M.S.R.P.: \$ 76,505.00
4. Sales Price: \$ 64,778.00
5. Total Fee/Options: \$ 772.00
6. Rebate: \$ 3,000.00
7. Extended Warranty:
8. Trade 1 Allowance:
9. Trade 1 Payoff:
10. Total Trade Allow:
11. Term: 48
12. APR: 9.99%
13. Cash Down (COD)

Command Window

Command (>):

Enter a command, a field number, or press a function key. Enter ? for help.

F3-Sv/Ex

F5-RRecall

F6-Cust

F7-Veh

F8-Trd

F10-Misc

SF11->

Quote Worksheet - Purchase

14. Fin Inst TEST
Days in Stock: 428
Year: 25
Model: RAMT15
Discount from MSRP \$ 6,290.00-
15. CL/A&H Code: NO
16. Credit Life Prem:
17. A&H Premium:
18. HST Rate/Amt: 15.0000% \$ 9,798.75
Total Financed: \$ 72,348.75
19. Sales:
20. ***PAYMENT***: \$ 1,834.60
21. Payment Period: Monthly



DEAL SUMMARY

6244481
DEAL#

31765
STOCK#

111 Baig Blvd, Moncton, NB, E1E 1C9, Tel:5068536200 Fax:506-853-6214

Salesperson:
Joshua MacPhee

F&I Manager:

BUYER
VILLAGE OF FUNDY ALBERT
61 Academy St
Hillsborough NB E4H 2R8
publicworks@fundyalbert.ca

DATE OF SALE

YEAR TYPE MAKE MODEL MFR MOD CODE
2025 New GMC Sierra 1500 TK10753
TRAILER 10T COLOUR INT COLOUR
4WD Double Cab 147" Pro Summit White Jet Black, Cloth Seat Trim
1GTRUAEDXS2276617 IN SERVICE DATE MAX DIST TRAV.
14 KMS
DELIVERY DATE

VEHICLE AND OPTIONS

Basic MSRP	\$56,699.00
SEAT ADJUSTER, DRIVER 10-WAY POWER INCLUDING LUMBAR	\$500.00
FLOOR COVERING, COLOUR-KEYED CARPETING	\$140.00
BEDLINER, SPRAY-ON	\$625.00
TRAILER BRAKE CONTROLLER, INTEGRATED	\$350.00
POWER OUTLET, INTERIOR POWER OUTLET, 120-VOLT	\$275.00
ENGINE, 5.3L ECOTEC3 V8	\$2,995.00
PRO VALUE PACKAGE	\$1,360.00
TIRES, LT275/65R18C BLACKWALL GOODYEAR WRANGLER TERRITORY MT	\$595.00
WHEELS, 18" X 8.5" (45.7 CM X 21.6 CM) 6-SPOKE MACHINED ALUMINUM	\$780.00
X31 OFF-ROAD PACKAGE	\$1,275.00
SUMMIT WHITE, JET BLACK, CLOTH SEAT TRIM, GVWR: 3,175 KG (7,000 LB), REAR AXLE, 3.23 RATIO, TRANSMISSION, 10-SPEED AUTOMATIC, (COLUMN SHIFTER) ELECTRONICALLY CONTROLLED, STANDARD TAILGATE, MAXIMUM DEALER FEE, PRO PREFERRED EQUIPMENT GROUP	0.00
Destination	\$2,600.00
Air Tax	\$100.00
Total MSRP	\$68,294.00
BASIC FLEET (CKG/A4F)	-\$5,700.00
Adjustment	-\$5,000.00

PRICE INFORMATION

Total Vehicle Price	\$57,594.00
Admin	\$599.00
Lock Nuts	\$125.50
MVI	\$45.00
Prep	\$100.00
Tire Levy	\$22.50
Subtotal	\$58,486.00
HST	15%
Subtotal	\$8,772.90
Plates	\$200.00
Subtotal	\$200.00

DOWN PAYMENT

2024 Business Choice Program Option D - \$500	-\$500.00
Cash Incentive (2025-407-D-5)	

TOTAL

\$66,958.90

REMARKS

I / We have reviewed the above disclosure and agree to the vehicle, price and payment information as declared.

VILLAGE OF FUNDY ALBERT Signature

Signature
Authorized Rep #

Joshua MacPhee Signature
Prov License #301



COUNCIL REPORT FORM (CRF)

To Fundy Albert Council in Public Session
From Director of Operations, Ian Barrett
Date 21 Oct 2025
Subject 2026 PMHP Project- Scenic Drive Shoulder and swale reconstruction
Presenters Ian Barrett
(if applicable)
Length of Presentation
(if applicable)

Type ✓ Public Private Committee of the Whole

RATIONALE FOR PRIVATE DISCUSSION (if applicable):

N/A

ISSUE

As part of preparations for the **2026 Provincial-Municipal Highway Program (PMHP)** project on **Scenic Drive (Bucket Hill to Route 114)** in Alma, the municipality has received an updated proposal from **Englobe Corp.** reflecting significant cost increases since the original application. The total estimated cost now exceeds the approved **\$125,000 PMHP funding envelope (\$119,000 DTI and \$6,000 municipal)**. Council direction is required to determine how to proceed—whether to approve additional municipal funding to complete the full scope, reduce the scope of work to remain within the current budget, or pursue alternative strategies such as requesting supplementary DTI funding or seeking lower-cost engineering proposals. A decision at this stage is necessary to confirm the project scope and secure timely delivery for the 2026 construction season.

CURRENT STATUS AND BACKGROUND

The Scenic Drive (Bucket Hill to Route 114) project was approved under the **2026 Provincial-Municipal Highway Program (PMHP)** with a total funding envelope of **\$125,000—\$119,000 from DTI and \$6,000 from the Village.**

Englobe Corp. conducted site assessments in **August and September 2025**, identifying that shoulder and drainage conditions have deteriorated significantly since the project was first proposed in 2021. Increased erosion along the upper sections has widened the scope of required repairs. Additionally, **construction inflation over the past four years**—driven by higher fuel, asphalt, and labour costs—has raised overall unit rates well beyond those used in the original estimate.

Englobe's updated proposal now places the cost of design, tendering, and construction administration at **\$30,000**, and the construction estimate at **\$155,500 (excl. HST)**, for a total of

\$185,500, exceeding the approved funding by roughly **\$60,000**.

A full 1.1 km reconstruction and swale paving would cost approximately **\$559,750**, which is not financially viable within the current program limits.

OPTIONS

Option 1 – Request Increased Funding from DTI

The Village may submit a formal request to DTI for increased PMHP funding to maintain the full project scope.

- **Pros:**
 - Preserves full project scope and quality of repair.
 - Avoids need for municipal budget increase.
 - **Cons:**
 - DTI budgets for 2026 are already set; approval of additional funds is **unlikely**.
 - DTI may defer construction until later in the fiscal year, or potentially delay the project to 2027 if additional funds are unavailable.
 - Delays could increase costs further if inflation continues.
-

Option 2 – Maintain Full Scope and Fund the Shortfall

Proceed with the full 665 m reconstruction as proposed and fund the **~\$60,000 shortfall** through capital reserves or an increased 2026 allocation for Roads and Ditches.

- **Pros:**
 - Delivers the project as originally envisioned, resolving erosion and drainage issues along the full route.
 - Avoids deferral and ensures construction readiness for the 2026 season.
 - **Cons:**
 - Requires use of existing capital reserves or budget increase.
 - May reduce flexibility for other planned infrastructure priorities.
-

Option 3 – Reduce Project Scope to Match Available Funding

Limit work to the most critical sections within the existing \$125,000 envelope, addressing only priority erosion zones.

- **Pros:**
 - Keeps project within approved funding.
 - Allows work to proceed on schedule for 2026.
 - **Cons:**
 - Portions of Scenic Drive would remain in poor condition, leading to continued erosion and potential future repair costs.
 - Reduced visual impact and may generate public concern over incomplete repairs.
-

Option 4 – Seek Alternate Engineering Proposals

Invite proposals from other consultants to confirm whether similar services can be provided at lower cost.

- **Pros:**
 - Potential for cost savings or innovative approaches.
 - Provides comparative pricing for future PMHP projects.
- **Cons:**
 - Process would delay project design and tendering timelines.
 - No guarantee of lower costs, as inflation and material rates are industry-wide.
 - Risk of losing the current 2026 PMHP funding window if timelines slip.

RISK ANALYSIS

Each option presents different financial, operational, and reputational risks with implications extending over several years. Requesting increased PMHP funding from DTI carries minimal immediate cost but a low probability of success, and could delay construction until later in 2026 or 2027. Delayed tendering typically attracts higher bid prices, as contractors face reduced availability and build risk premiums into late-season pricing (ResearchGate, *Factors Influencing Building Contractors' Pricing for Time-Related Risks in Tenders*; Acuity Insurance, *The Struggle of Bidding Jobs*, 2023). Maintaining the full project scope by funding the shortfall would ensure all erosion and drainage issues are addressed but would require unplanned municipal expenditure, limiting flexibility for other 2026 priorities. Reducing the project scope to stay within the approved \$125,000 allocation aligns with Council's fiscal direction and provides short-term budget certainty; however, it would leave several deteriorated sections untreated. Over time, these areas would continue to erode, increasing future repair costs and potentially requiring full reconstruction if deferred too long. As PMHP programming is projected three to five years in advance, additional provincial funding for Scenic Drive is unlikely before 2030, meaning the municipality would need to budget for the remaining work in future years to prevent further degradation. Seeking alternate engineering proposals could yield small savings but would delay design and tendering, likely resulting in higher bids and increased inflationary costs later in the season. Overall, maintaining the full scope provides the best long-term value, while reducing the scope remains the most short term financially prudent choice consistent with Council's cost-control priorities.

CONSIDERATIONS

Legal	
Financial	Completing the full project scope in 2026 would require an additional municipal contribution of approximately \$60,500 beyond the approved PMHP allocation of \$125,000 but would lock in current prices and prevent further deterioration. Reducing the scope to remain within the approved budget would defer roughly 40% of the work, which—assuming 4% annual inflation and added erosion-related costs—could total about \$95,000 if completed around 2030. Over ten years, this approach could raise total project costs from \$185,500 to roughly \$220,000 , even before accounting for potential loss of roadway life. While a reduced-scope project supports short-term cost control, completing the full scope now provides greater long-term value and avoids inflationary cost escalation.
Environmental	Scenic Drive lies on a steep coastal slope draining toward the Bay of Fundy, where shoulder erosion contributes to sediment runoff and localized drainage issues. Completing the full scope would better stabilize shoulders and swales,

	reducing siltation and long-term environmental impact. A reduced-scope project would address priority areas but leave some sections vulnerable to continued runoff. All works will follow DELG erosion and sediment control guidelines , including use of silt fencing and best management practices to protect adjacent waterways during construction.
Policy	This project supports the municipality's commitment to maintaining safe and sustainable transportation infrastructure in accordance with the Fundy Albert Strategic Plan (2024–2029) and recognized asset management best practices for proactive maintenance and lifecycle cost control. Completing the full scope aligns with long-term asset preservation and environmental stewardship principles, while a reduced-scope approach remains consistent with Council's fiscal responsibility and cost-containment priorities. All design and construction activities will conform to applicable Provincial-Municipal Highway Program (PMHP) and DELG environmental compliance standards .
Stakeholders	Primary stakeholders include the New Brunswick Department of Transportation and Infrastructure (DTI) as the funding partner, and Englobe Corp. as the design consultant (or an alternate if pursued). The municipality will coordinate closely with both to finalize scope and ensure compliance with PMHP requirements. Local residents and businesses along Scenic Drive will be indirectly affected during construction, primarily through temporary traffic control and equipment activity.
Community Sensitivities	Scenic Drive is a key access route for Alma residents, tourism traffic, and local accommodations near the Bay of Fundy. Construction delays or visible partial completion may attract public concern, particularly if only portions of the road are resurfaced. Clear communication about project scope, funding limits, and future improvement plans will be essential to manage expectations. Public updates will be shared through Council meetings, the municipal website, and social media to maintain transparency and trust.
Council priorities	Strategic Plan Alignment: <ul style="list-style-type: none"> ✓ Infrastructure ✓ Village Services • Communications • Strategic Partnerships • Economic Development & Tourism
Documents, maps, photos or presentations attached	Englobe proposal Letter
Interdepartmental consultation	
Intergovernmental considerations	

RECOMMENDATION

Analysis indicates that approving additional municipal funding to deliver the full project scope will provide the greatest long-term financial and operational value by addressing all erosion and drainage issues now and avoiding future cost escalation. However, recognizing Council's fiscal priorities, it is recommended that **Council review the options presented and provide direction to Administration** on the preferred course of action, which may include:

1. Approving additional municipal funding to complete the full scope of work;
2. Reducing the scope to remain within the approved \$125,000 PMHP allocation;
3. Requesting supplementary funding from DTI;
4. Seeking alternate or combined approaches, such as targeted scope reductions supported by limited municipal funding to address priority sections.

Direction from Council will enable Administration to finalize discussions with Englobe and DTI and confirm project design and tendering timelines for the 2026 construction season.



September 22, 2025

Village of Fundy Albert

61 Academy Street
Hillsborough, NB E4H 2R4
Attention: Mr. Ian Barrett, Director of Operations

Subject: Professional Services Proposal

Village of Fundy Albert - Alma Shoulder Reconstruction and Shoulder Swale Paving (Scenic Drive Bucket Hill to Route 114)
Englobe reference: P2507926.000

Dear Mr. Barrett:

Englobe Corp. (Englobe) are pleased to present our professional services proposal for the above-mentioned Project.

1 Description of the project

The Village of Fundy Albert plans to reconstruct the shoulder of the 1.1 km section of Scenic Drive, beginning at the intersection with Route 114 and extending to Bucket Hill. To support this initiative, the Village applied for funding through the Provincial-Municipal Highway Partnership (PMHP) program.

In 2021, the former Village of Alma submitted a funding application to the Province of New Brunswick under the Municipal Designated Highway Program as part of its Five-Year Infrastructure Plan. Following municipal restructuring, Alma became part of the newly formed Village of Fundy Albert, which subsequently updated its Four-Year Plan (2025-2028) under the Provincial-Municipal Highway Program (PMHP) in 2023.

The New Brunswick Department of Transportation and Infrastructure (DTI) published its 2025 Three-Year Capital Investment Plan for Transportation, which includes a project approved for the 2026-2027 fiscal year: Shoulder Reconstruction and Swale Paving in Alma, NB. The approved funding allocation for this project is \$125,000.00.

To assist the Village in delivering this project successfully, Englobe will undertake the detailed design, prepare all required documents, manage project execution, and carry out construction management services.

1.1 Initial Site Visit

Specific information regarding the project coverage and the cost estimate utilized in the funding application is not available. To establish a clearer understanding of existing conditions, Englobe conducted an initial site visit on August 5, 2025, followed by a supplementary site visit on September 15, 2025.

Field observations confirmed localized areas of shoulder damage and erosion along the uphill section of Scenic Drive between Civic 4069 and Civic 3975. Several segments exhibited evidence of water-related erosion, as shown in the photos below, while others lacked adequate ditching. It is likely that during precipitation events, water channels down the roadway onto the shoulders, worsening erosion. In total, approximately 665 m of intermittent sections were initially noted as requiring rehabilitation.



Photo 1: Shoulder damage at Civic 3999



Photo 2: Damage at Civic 4020

Based on these observations and prevailing construction unit rates, Englobe prepared an updated preliminary cost estimate of \$185,500.00 (excluding HST). This estimate includes construction costs, a 15% construction contingency, and engineering fees.

To further define project scope, a topographic survey will be required to quantify the extent of damage and accurately establish the rehabilitation lengths.

In alignment with the approved funding, Englobe also developed an alternative cost estimate assuming full reconstruction and swale paving along both sides of the 1.1 km corridor (Civic 4069 to Civic 3955). Under this scenario, the estimated cost is \$559,750.00 (excluding HST), including construction costs, a 15% construction contingency, and engineering fees.

2 Description of the services and deliverables

In the scope of the present Project, the services to be provided by Englobe are the following (the "Services"):

2.1 Design Services

- Kick-off meeting with the municipality.
- Complete a topographic survey of the site.
- Prepare a survey base plan.
- Prepare and submit a 90% IFR design package including drawings, specifications, and cost estimates.
- Meeting with the municipality.

- Prepare and submit a 100% design package including drawings, specifications, and cost estimates.
- Meeting with the municipality for final review.
- Submit plans and specifications to NBDTI.

2.2 RFQ Assistance Services

- Prepare a Request for Quotation (RFQ) package including drawings, specifications, and Class “A” cost estimates.
- Post the call for interest on the Province of New Brunswick's online bidding site.
- Respond to bidders' inquiries and provide addenda, if required.
- Evaluate price submissions and write a recommendation letter to the Village.
- Complete contract award services, including preparation and distribution of Issued for Construction (IFC) documents and contract agreement.

2.3 Construction Services

- Contract Administration Services: Englobe will administer the contract during the project's construction and act as a contact between the municipality and the contractor. This includes preparation of drawings for construction (IFC), coordination of construction meetings, review of shop drawings, preparation of monthly progress claims, preparation of change orders, etc. In addition, Englobe will provide the photos at the end of the work.
- For this project, it is anticipated to chair one (1) pre-construction meeting, including preparation of the agenda and meeting minutes, and one (1) construction meetings on-site.
- Construction Inspection Services: Englobe will provide qualified technical personnel under the direction of the Project Manager to ensure that the work is performed in accordance with contract requirements and specifications. For this project and to limit costs, we anticipate that part-time inspection services will be required during construction. Inspection services are based on a two (2) weeks construction period with 24 hours per week.
- Monitor the progress of the work against the schedule and budget through the project's duration.

2.4 Post Construction Services

- Conduct final completion inspection and prepare final certificates.

2.5 Post Construction Services - Record Survey (Optional)

Englobe can provide a different proposal for the following optional services:

- Perform a complete post-construction survey for record (as-built) drawings.
- Prepare Record drawings and submit final copies to the municipality.

2.6 Deliverables

Englobe will issue the following documents:

- IFR design package, including drawings, specifications, and cost estimates (90%) submission.
- 100% design package, including drawings, specifications, and cost estimates.
- IFC design package, including drawings, specifications, and cost estimates.
- Close-out documentation.

Submission of Deliverables

Deliverables produced by Englobe are supplied on an electronic medium and sent electronically (via email) by default. If you wish to receive a hard copy of your deliverables, we invite you to inform the project manager assigned to your Project.

3 Excluded services

All services that are not described herein are not part of this proposal, namely, but not limited to, the following:

- Fee includes two (2) meetings during the design period and two (2) meetings during the construction period including one (1) pre-construction meeting and one (1) construction meeting. Additional meetings will be billed at the hourly rates provided below.
- We have scheduled the inspection during the work for two (2) weeks at 24 hours per week. If the client wishes to have additional inspections throughout the project, an hourly rate can be provided at that time.
- Records survey and record drawings.
- Any additional services, requirements, meetings, site visits, or reviews not expressly listed herein. These are available at extra cost; refer to the fee section below.

4 Products and services provided by the client

Any additional information that has not been previously submitted.

5 Schedule of services and deliverables

Provided the written authorization to proceed and all necessary information is received from the Client, we anticipate a tentative schedule for deliverables by Englobe as follows:

	Deliverables	Anticipated Schedule
1	Kick-off meeting	2 weeks after the award
2	Design, including topographic survey	4 weeks
3	RFQ Assistance Services	2 weeks
4	Construction Services	2 weeks
5	Post-Construction Services	90 days following the project completion

6 Fees proposal

For the execution of this Project, the value of our fees and expenses will be for a lump sum of **\$30,000.00**, all applicable taxes are extra. Fee breakdown by project phase is provided in the table below.

Phases		Fees
1	Design	\$ 14,500.00
2	RFQ Assistance Services	\$ 2,500.00
3	Construction Services	\$ 11,250.00
4	Post Construction Services	\$ 1,750.00
Total:		\$ 30,000.00

The New Brunswick Department of Transportation and Infrastructure has approved funding of **\$125,000.00** for this project.

Based on Englobe's initial site visits, approximately 665 m of shoulder rehabilitation was identified, with a preliminary cost estimate of \$185,500.00 (excluding HST). This estimate includes construction costs, a 15% construction contingency, and engineering fees. The construction component is as follows:

- Construction subtotal : \$135,000.00
- 15% construction contingency : \$20,500.00
- Total construction cost : \$155,500.00

As such, the preliminary construction cost alone exceeds the currently approved funding.

To align with the available budget, Englobe is prepared to engage in a discussion with the Village to identify priority areas that could be addressed within the funding budget. This may involve limiting the scope to the most critical sections of the roadway, thereby reducing overall costs while still achieving required improvements.

7 Invoicing and terms of payment

- On a monthly basis, Englobe will issue an invoice payable upon its reception;
- Any outstanding balance beyond 30 days is subject to a 1.5% compounded interest per month (19.56% per year);

8 Validity of the proposal

This proposal is valid for a period of 30 days.

9 Acceptance of the proposal

We thank you for allowing us to submit our proposal and trust we will be granted the opportunity of participating to the execution of your Project. Should you accept our proposal, please note that our Services will be executed following the terms of this letter, as well as in accordance with the attached Terms and Conditions, all of which constitute the official agreement between the two (2) parties.

If you require additional information, please do not hesitate to contact the undersigned.

Yours very truly,

Englobe Corp.



Mathilde Diramba, P. Eng.
Project Manager

Encl.: Appendix A - Terms and Conditions
Appendix B - Cost Estimates

C.C.: Laura Leger, P. Eng, Senior Engineer - Civil, Municipal Engineering - Englobe Corp.
Rosauro Dividina, Project Coordinator, Municipal Engineering - Englobe Corp.

READ AND ACCEPTED

Signature:

Date:

Name:

Title:

Company:

Phone number:

Email:

Note: Please verify and indicate the appropriate name and address for invoicing.

Paying customer: Village of Fundy Albert If accurate, please check ☐

61 Academy Street, Hillsborough, NB E4H 2R4

Modification:

Legal name for invoicing:

Invoicing address:

Appendix A Terms and conditions



ENGLOBE

For the purpose of these terms and conditions (the "T&Cs"), Englobe Corp. shall be referred to as the "Consultant" and the recipient of the fee proposal from the Consultant shall be referred to as the "Client". Together, the fee proposal and the T&Cs shall be referred to as the "Agreement".

Clause 1 Acceptance

1.1 Client's unqualified acceptance of the Agreement shall be deemed upon the commencement of any services described in the Agreement (the "Services"), or by Client's issuance of a purchase order. These terms and conditions constitute the entire agreement between Client and Consultant regarding the Services, and Consultant is not bound by any terms set forth in any document issued by Client. No amendment or waiver to these terms and conditions shall be valid unless evidenced in writing by a duly authorized representative of Consultant. The acceptance of a purchase order or other document by Consultant, or Consultant's omission to object to additional or contradictory provisions of any purchase order or other document emanating from Client, shall not be interpreted as an acceptance of such provisions or a waiver by Consultant of this Agreement.

Clause 2 Consultant Fees

Except if otherwise stated in the Agreement, payment terms for the Services shall be as follows:

- 2.1 Client shall pay Consultant within 30 calendar days from receipt of an invoice, without any deduction, offset or withholding of any kind or nature or for any reason whatsoever. If any item of an invoice is disputed by Client as not properly due, Client shall provide written notice of its intention to withhold payment for this item, including reasons, within 5 business days of receipt of the invoice. Failure to provide such notice within the specified period shall result in the invoice being deemed accepted by Client. Notwithstanding any disputed items, Client shall not delay payment of the undisputed portion of the invoice. All payments are to be made in Canadian currency. Any outstanding balance from and after the aforesaid 30-day period shall bear interest at a rate of 1.5%, compounded monthly (19.56% per annum).
- 2.2 Fees and other charges payable by Client are determined in accordance with Consultant's rates in effect at the time the Services are performed, as described in the Agreement. Reimbursable expenses include, but are not limited to, mileage, air fare, accommodation, vehicle rental, parking and meals.
- 2.3 Fees and other charges shall be net of GST, HST, QST, Value Added Tax, Provincial Sales Tax, tariffs, duties, or any other similar charges (the "Applicable Charges"). Applicable Charges, if any, shall be levied in addition to any fees or other charges payable by Client under the Agreement and will be shown separately on each invoice. The parties shall not be responsible for income taxes or other taxes owed by the other party.
- 2.4 Consultant shall be entitled to recover all costs, interest, and legal expenses incurred in the recovery of any outstanding balance owed by the Client, including but not limited to reasonable legal fees and disbursements.
- 2.5 Consultant shall have the right to retain any Deliverables created under this Agreement until full payment of all fees and expenses due under this Agreement has been received. In the event of non-payment by Client, Consultant shall not be obligated to release or deliver any Deliverables, including final reports, designs, or other materials.
- 2.6 Any additional requests from the Client following the issuance of the Deliverables (such as meetings, court testimony, requests for information, etc.) shall be billed at the rates determined by the Consultant, in its sole discretion. Additionally, any travel or other related expenses incurred by the Consultant shall also be invoiced to the Client.

Clause 3 Changes

- 3.1 Client acknowledges that (i) changes to the Services; (ii) unforeseen circumstances or conditions; (iii) events beyond a party's reasonable control; and (iv) changes to applicable laws or standards, may result in increased costs for Consultant in performing the Services (each, a "Change").
- 3.2 The Consultant agrees to promptly notify the Client of any additional costs arising from a Change that are necessary to complete the Project as outlined in the Agreement (the "Project"). Any such Change will result in a reasonable adjustment to the Consultant's fees and to the timeline for delivering the Services, where applicable.
- 3.3 Client acknowledges and agrees that any request to change the name of the entity being invoiced for the Services will result in a \$250 administration fee.

Clause 4 Consultant Obligations

- 4.1 In performing the Services, Consultant shall act in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession, currently practicing under similar circumstances at the

same time and in the same or similar locality as the Project site (the "Site") and for projects of similar scope and complexity to the Project.

- 4.2 Before performing any Intrusive Works, Consultant agrees to obtain a public underground structure locate report. Consultant will not be liable for any loss or damage to the Site or to any underground structures that were not identified (or were incorrectly identified) in the locate report. Client agrees to indemnify and hold Consultant, including its directors, officers, employees, agents, successors, and assigns, harmless from and against any and all costs arising from or related to the presence of such unidentified or misidentified underground structures.
- 4.3 Consultant will make commercially reasonable efforts to minimize any damage to the Site; however, it does not guarantee that the Site will be returned to its original condition. Any costs required to restore the Site to its original condition shall be the responsibility of Client.
- 4.4 Consultant shall not be responsible for providing maintenance or support, nor for providing maintenance recommendations, related to the Deliverables.
- 4.5 Consultant shall retain all records related to the Project for a period of 10 years following the completion of the Services, or for such longer period as may be required by applicable law. These records shall be made available to Client upon request, subject to a reasonable fee, as determined by Consultant.

Clause 5 Client Obligations

- 5.1 Client agrees to promptly provide Consultant with all information necessary for the provision of the Services (the "Data"). Client represents and warrants that the Data is accurate and acknowledges that Consultant will rely on this Data to perform the Services.
- 5.2 Client shall ensure that Consultant, its employees, and subcontractors have safe access to the Site and, unless otherwise specified in the Agreement, shall obtain and maintain all permits and licenses required for the Project. Client agrees to indemnify and hold harmless Consultant from any and all claims, threatened claims, proceedings, appeals, liabilities, obligations, judgments, or fines arising from or relating to Consultant's access to the Site for the purpose of performing the Services.
- 5.3 In situations where Consultant deems it necessary to take exceptional measures to ensure the safety of its employees, subcontractors, or the public in general, Consultant shall have the right to act on behalf of Client in this regard. All costs arising from such measures shall be borne by Client.
- 5.4 Client agrees to respond, comment on or approve any questions, requests, or documents submitted by Consultant within 10 calendar days from their receipt. Failing to provide comments on a Deliverable within this timeframe, the Deliverable shall be deemed approved by Client. Consultant shall not be liable for any delays caused by Client's failure to respond to Consultant's requests within the prescribed timeframe.

Clause 6 Liability and Indemnification

- 6.1 Consultant shall not be liable for any claims, damages, or costs arising from the discovery of radiation, radioactive or nuclear reactions, the presence of radioactive, toxic, explosive, or hazardous substances, or any other pollutants or contaminants (solid, liquid, or gaseous) on the Site. The Client acknowledges and agrees that it shall remain fully liable for and bear all costs associated with such matters.
- 6.2 In addition to the foregoing, Consultant shall not be liable for: (i) damages or delays caused by Client or a third party; (ii) defects in equipment provided by Client or a third party; (iii) any acts or omissions of Client, its employees, agents, or others; (iv) any inaccuracies or errors in information or data provided by Client or a third party; (v) damages to hardware (including equipment, computers, software, etc.) provided by Client or a third party; (vi) damages to, or caused by, underground structures that were not located (or were incorrectly located) by Client or a third party; (vii) damages or delays caused by events beyond Consultant's reasonable control; (viii) any decisions made by Client without consulting Consultant, including those contrary to Consultant's recommendations; (ix) the distribution of documents prepared by Consultant for Client's exclusive use; (x) the contractor's choice of work methods, techniques, procedures, protocols, site supervision, and safety and security programs; (xi) the failure of the Project to meet the requirements of rating systems such as LEED®, Built Green™, or Green Globes®; or (xii) the use of any unfinished or incomplete Deliverables that Consultant has not explicitly authorized for use.
- 6.3 Each party agrees to indemnify and hold the other party harmless from any loss or damage arising out of its material breach of the Agreement, or from the negligent acts or omissions of itself, its employees, representatives, subcontractors, or consultants.
- 6.4 Notwithstanding anything herein to the contrary, Consultant's maximum liability under the Agreement shall not exceed the total amount of fees paid by Client for the Services. For the purposes of this paragraph 6.4,

"Consultant" shall be deemed to include Consultant and its representatives, consultants, subcontractors, directors, officers, employees and affiliates.

6.5 To the extent permitted by applicable law, Consultant shall in no event be liable for any special, consequential, indirect, moral or punitive damages relating to the Agreement or the Services rendered in connection therewith, despite the fact that Consultant may have been informed of the possibility of such damages. This may include, but shall in no event be limited to, loss of use, income, or profits, business interruption, increased construction costs, as well as any costs necessary for the reconstruction or repair.

6.6 Client agrees to take all steps necessary to mitigate any losses, damages, costs, or expenses arising from a breach of this Agreement or any claim made under it. This includes making diligent efforts to prevent or minimize the impact of such losses and expenses.

Clause 7 Insurance

7.1 Consultant agrees to obtain and maintain, throughout the term of this Agreement, commercially reasonable insurance coverage (commercial general liability and professional liability insurance), appropriate for the Services provided.

7.2 Consultant represents that it is an employer in good standing regarding the requirements of the relevant health and safety regulations.

Clause 8 Suspension/Termination

8.1 Either party may terminate the Agreement for convenience by giving the other party at least 30 calendar days' prior written notice. If the Agreement is terminated by Client, Consultant shall be entitled to the payment of all the Services rendered up to the date of such termination, as well as any and all costs associated with this early termination of the Agreement, including, without limitation, reasonable demobilization costs and any third party penalties or charges imposed on the Consultant.

8.2 If either party (the "Defaulting Party") is in breach of any of its material obligations under the Agreement, the other party (the "Non-Defaulting Party") may give notice in writing of the breach to the Defaulting Party and request the Defaulting Party to remedy the default. If the Defaulting Party fails to remedy the breach within 10 business days (or any longer period mutually agreed upon by the parties) after the date of delivery of such written notice, the Agreement shall be terminated upon the Defaulting Party's receipt of a termination notice from the Non-Defaulting Party after the expiry of the cure period. If the Agreement is terminated as a result of Client's breach of its obligations, Consultant shall be entitled to the payment of all the Services rendered up to the date of such termination, as well as any and all costs associated with this early termination of the Agreement, including, without limitation, reasonable demobilization costs and any third party penalties or charges imposed on the Consultant. Non-payment of Consultant's invoices shall be deemed a material breach of the Agreement.

8.3 In the event that a breach results from Client's failure to pay Consultant's invoices, Consultant may, at its discretion, suspend the performance of Services until full payment is received. During such suspension, Consultant reserves the right to reassign its personnel to other projects without prior notice to Client. Any costs or delays resulting from the suspension and subsequent remobilization shall be treated as a Change in accordance with section 3.2 and shall be solely borne by the Client. Consultant reserves the right to terminate the Agreement at any time while the Services remain suspended.

Clause 9 Intellectual Property Rights

9.1 Provided that all fees owed to Consultant under the Agreement have been paid in full, Client shall be granted a perpetual, non-exclusive, and non-transferable license (without sub-licensing rights) to use the deliverables prepared by Consultant (the "Deliverables") exclusively for the purpose they were intended. For clarity, Consultant shall retain sole ownership of the Deliverables. Client may not modify, use, or authorize the use of the Deliverables for any purpose other than the Project or for additional work related to the Project without Consultant's prior written consent. Any such request shall be subject to Consultant's applicable rates at the time of the request.

Consultant disclaims all liability for any use of the Deliverables beyond the scope of the Project, for any modifications made to the Deliverables, or for any instance where the Deliverables are cited out of context without Consultant's prior written consent. Client agrees to indemnify, defend, and hold Consultant harmless from any claims, damages, or costs arising from the unauthorized use or misuse of the Deliverables.

9.2 Consultant shall retain exclusive ownership of all discoveries, inventions, and designs—whether patentable or subject to copyright—developed in the course of or in connection with the Project (collectively, the "Intellectual Property Rights"). Client expressly waives and assigns to Consultant all rights, including any moral rights, it may have in or on the proceeds of the Services. Client further agrees to execute, or arrange for

the execution of, any documents necessary to confirm Consultant's ownership of the Intellectual Property Rights. Additionally, and without limiting the generality of the foregoing, Client acknowledges and agrees that any tax credits or incentives related to "scientific research and experimental development" shall be claimed exclusively by, and shall solely benefit, Consultant.

Clause 10 Confidentiality

10.1 All drawings, specifications, technical data, Deliverables, Data, and other information (including any personal information) provided by Consultant to Client in connection with the Project (collectively, "Confidential Information") shall remain the exclusive property of Consultant. Such information shall be treated as strictly confidential and may not be copied, reproduced, or used for any purpose other than the execution of the Project. Client agrees to comply with all applicable laws and regulations regarding the protection of personal information, including, without limitation, the *Personal Information Protection and Electronic Documents Act* (Canada) and any equivalent provincial legislation.

Notwithstanding the foregoing, the following information shall not be deemed Confidential Information under this Agreement: (i) information that becomes publicly available through no fault or breach of the Agreement by Client; (ii) information independently developed by Client without reliance on or use of the Confidential Information; and (iii) information lawfully obtained by Client from a third party, provided such third party is not bound by a confidentiality obligation or similar agreement regarding that information.

Clause 11 Non-Solicitation

11.1 Client agrees that, during the term of this Agreement and for a period of 12 months thereafter, it shall not, directly or indirectly, solicit, recruit, or otherwise encourage any employee of Consultant who was involved in performing the Services under this Agreement to terminate their employment with Consultant. This restriction applies whether the solicitation is for Client's benefit or that of another person or entity. Notwithstanding the foregoing, Client shall not be prohibited from hiring an employee of Consultant who independently applies for a position in response to a general job posting not specifically targeted at Consultant or its employees. Client acknowledges and agrees that any breach of this covenant will require Client to pay Consultant an amount equal to 12 months of the employee's full-time billing at Consultant's prevailing rates at the time of the breach. This payment shall not preclude Consultant from seeking any additional remedies available under applicable law, including injunctive relief.

Clause 12 General Provisions

12.1 Consultant reserves the right to subcontract all or any portion of the Services under this Agreement, at its discretion.

12.2 Notwithstanding anything to the contrary in the documents provided to Client, Consultant makes no representation or warranty, either express or implied, regarding the Services or the Deliverables, except as explicitly stated in this Agreement.

12.3 Client shall not assign or transfer any of its rights or obligations under this Agreement without the prior written consent of Consultant. However, Consultant may assign or transfer this Agreement, or any of its rights or obligations, to an affiliated company without the prior written consent of Client.

12.4 Consultant and Client are independent contractors and nothing herein shall be construed as creating an employee or agency relationship, franchise, joint venture or partnership of any nature whatsoever between Consultant and Client.

12.5 The Agreement shall be governed and interpreted in accordance with the laws applicable in the jurisdiction in which the Project is located.

12.6 Consultant reserves the right to broadcast any promotional communications (press releases, traditional and web advertising, brochures, project sheets, social media, etc.) relating to the Services, unless Client has expressly stated its disagreement in writing.

Appendix B Cost Estimates

Cost Estimate - (Civic 4069 to Civic 3975, intermittent sections totaling 665 m)

Cost Estimate - (Civic 4069 to Civic 3955, 1.1 km each side, total 2,200m)



ENGLOBE

Project: Alma Shoulder Reconstruction and Swale Paving - Scenic Drive (Civic 4069 to Civic 3975, intermittent sections totaling 665 m)
 No. 2507926.000
 Client: Village of Fundy Albert
 Date: September 17, 2025

Item no.	Description	Unit	Estimated Quantity	Unit Price	Total Cost
Section 1	Environmental Protection				
1.00	Erosion Control Structures / Silt Fence, Complete	lump sum	1.00	\$ 5,000.00	\$ 5,000.00
Section 2	Shoulder Reconstruction				
2.00	Asphalt Swale - 75mm Thick, Complete	tonne	130.00	\$ 650.00	\$ 84,500.00
3.00	Asphalt chutes, Complete	each	13.00	\$ 2,000.00	\$ 26,000.00
4.00	Granular Shoulder Base Material - 150mm Thick, Complete	tonne	250.00	\$ 50.00	\$ 12,500.00
5.00	Fine Grading, Complete	sq.m.	700.00	\$ 10.00	\$ 7,000.00
CONSTRUCTION SUB-TOTAL :					\$ 135,000.00
CONTINGENCY ALLOWANCE (±15%)					\$ 20,500.00
ENGINEERING ALLOWANCE					\$ 30,000.00
SUB-TOTAL :					\$ 185,500.00
HST @ 15 %:					\$ 27,825.00
HST REBATE:					-\$ 19,875.00
GRAND TOTAL (NET HST):					\$ 193,450.00

Project: Alma Shoulder Reconstruction and Swale Paving - Scenic Drive (Civic 4069 to Civic 3955, 1.1 km each side, total 2,200 m)
 No. 2507926
 Client: Village of Fundy Albert
 Date: September 17, 2025

Item no.	Description	Unit	Estimated Quantity	Unit Price	Total Cost
Section 1	Environmental Protection				
1.00	Erosion Control Structures / Silt Fence, Complete	lump sum	1.00	\$ 10,000.00	\$ 10,000.00
Section 2	Shoulder Reconstruction				
2.00	Asphalt Swale - 75mm Thick, Complete	tonne	420.00	\$ 650.00	\$ 273,000.00
3.00	Asphalt chutes, Complete	each	44.00	\$ 2,000.00	\$ 88,000.00
4.00	Granular Shoulder Base Material - 150mm Thick, Complete	tonne	825.00	\$ 50.00	\$ 41,250.00
5.00	Fine Grading, Complete	sq.m.	2,200.00	\$ 10.00	\$ 22,000.00
CONSTRUCTION SUB-TOTAL :					\$ 434,250.00
CONTINGENCY ALLOWANCE (±15%)					\$ 65,500.00
ENGINEERING ALLOWANCE					\$ 60,000.00
SUB-TOTAL :					\$ 559,750.00
HST @ 15 %:					\$ 83,962.50
HST REBATE:					-\$ 59,973.21
GRAND TOTAL (NET HST):					\$ 583,739.29

Project: Alma Shoulder Reconstruction and Swale Paving - Scenic Drive
 No. 2507926.000
 Client: Village of Fundy Albert
 Date: September 23, 2025

Item no.	Description	Total Cost (360m)	Total Cost (665m)	Total Cost (2,200m)
Section 1	Environmental Protection			
1.00	Erosion Control Structures / Silt Fence, Complete	\$ 5,000.00	5,000.00	\$ 10,000.00
Section 2	Shoulder Reconstruction			
2.00	Asphalt Swale - 75mm Thick, Complete	\$ 52,000.00	\$ 84,500.00	\$ 273,000.00
3.00	Asphalt chutes, Complete	\$ 14,000.00	\$ 26,000.00	\$ 88,000.00
4.00	Granular Shoulder Base Material - 150mm Thick, Complete	\$ 8,000.00	\$ 12,500.00	\$ 41,250.00
5.00	Fine Grading, Complete	\$ 4,100.00	\$ 7,000.00	\$ 22,000.00
Construction Sub-Total:		\$ 83,100.00	\$ 135,000.00	\$ 434,250.00
Contingency Allowance (±15%):		\$ 15,000.00	\$ 20,500.00	\$ 65,500.00
Engineering Services:		\$ 27,000.00	\$ 30,000.00	\$ 60,000.00
Sub-Total:		\$ 125,100.00	\$ 185,500.00	\$ 559,750.00
HST @ 15%:		\$ 18,765.00	\$ 27,825.00	\$ 83,962.50
HST Rebate:		-\$ 13,403.57	-\$ 19,875.00	-\$ 59,973.21
Grand-total (Net HST):		\$ 130,461.43	\$ 193,450.00	\$ 583,739.29
Funding				
NBDTI - 95%:		\$ 118,845.00	\$ 176,225.00	531,762.50
Non Recoverable HST - NBDTI 95%:		\$ 5,093.36	\$ 7,552.50	22,789.82
Total NBDTI:		\$ 123,938.36	\$ 183,777.50	554,552.32
Municipality 5%:		\$ 6,255.00	\$ 9,275.00	27,987.50
Non Recoverable HST - Municipality 5%:		\$ 268.07	\$ 397.50	1,199.46
Total Municipality:		\$ 6,523.07	\$ 9,672.50	29,186.96
Grand-Total (Net HST):		\$ 130,461.43	\$ 193,450.00	\$ 583,739.29



COUNCIL REPORT FORM (CRF)

To Fundy Albert Council in Public Session
From Director Operations
Date 21 Oct 2025
Subject Hillsborough Water exploration
Presenters Ian Barrett
(if applicable)
Length of Presentation
(if applicable)

Type ✓ Public Private Committee of the Whole

RATIONALE FOR PRIVATE DISCUSSION (if applicable):

N/A

ISSUE

The Municipality has received a proposal from **Englobe Corp.** for the continuation of water exploration works in Hillsborough. Council is asked to approve the proposed scope and authorize the Mayor and CAO to sign the engagement document to proceed.

CURRENT STATUS AND BACKGROUND

Exploration for a new municipal water source in Hillsborough has been ongoing for several years to ensure long-term water security and system resiliency. Initial tasks — including **geophysical surveys** and **Environmental Impact Assessment (EIA) registration** — were approved and initiated earlier in 2025.

The next steps involve **constructing a preliminary access road, drilling three test wells,** and conducting **hydraulic pump testing**, followed by the **EIA Hydrogeological Assessment** and **public consultation** as required under provincial regulations.

The attached proposal from **Englobe Corp.**, dated September 12, 2025, outlines these next-phase activities under **Phase 1 of the Water Supply Source Assessment (WSSA)** process.

The summer of 2025 further underscored the importance of developing an additional well to support capacity and redundancy within Hillsborough's existing water system.

Englobe's proposal covers all remaining Phase 1 activities at an estimated total project cost of **\$375,500 + HST**, which includes engineering, hydrogeological assessment, test well drilling, and EIA documentation.

This work will complete the exploratory stage and confirm the viability of the new water source before proceeding to detailed design and connection planning (Phase 2).

The project aligns with the municipality's strategic priorities of **infrastructure resilience**, **sustainable service delivery**, and **environmental stewardship**.

OTHER OPTIONS

N/A

RECOMMENDATION

That Council approve the attached proposal from **Englobe Corp.** for the continuation of the Hillsborough Water Source Exploration Project at a total value of **\$375,500 + HST**, and authorize the **Mayor and CAO** to execute the agreement on behalf of the Municipality.

RISK ANALYSIS

- **Operational Capacity Risk:** Hillsborough's existing wells are nearing their sustainable production limits, as highlighted during the summer of 2025. Any increase in seasonal demand or mechanical failure could result in water shortages or boil water advisories.
- **Regulatory Risk:** The Water Supply Source Assessment (WSSA) process under the Environmental Impact Assessment (EIA) Regulation is multi-phased and time-dependent. Delaying approval would push back subsequent permitting stages, potentially deferring well commissioning by a full construction season.
- **Financial Risk:** Construction and drilling costs continue to rise annually. Postponing exploration may increase project costs and reduce the effectiveness of current capital allocations.
- **Strategic Risk:** Failure to advance exploration could hinder future development approvals in Hillsborough due to limited water capacity and may impact the municipality's ability to meet long-term infrastructure and growth objectives.

CONSIDERATIONS

Legal	The proposal complies with the Environmental Impact Assessment (EIA) Regulation, and no legal impediments are anticipated provided permitting proceeds as planned.
Financial	Cost has been factored into the 2026 Utilities budget to cover all these costs.
Environmental	All activities will be conducted under provincial EIA oversight, ensuring protection of groundwater and surrounding ecosystems.
Policy	Advancing exploration supports the municipality's Strategic Plan objective of sustainable infrastructure and long-term water security.
Stakeholders	
Community Sensitivities	Residents have expressed support for improving Hillsborough's water reliability; maintaining transparency on timelines and environmental safeguards will reinforce public trust.
Council priorities	Strategic Plan Alignment: <ul style="list-style-type: none">✓ Infrastructure✓ Village Services• Communications• Strategic Partnerships• Economic Development & Tourism

Documents, maps, photos or presentations attached	Englobe proposal letter
Interdepartmental consultation	
Intergovernmental considerations	



September 12, 2025

Village of Fundy Albert

61 Academy St.
Hillsborough, NB E4H 2R4
Attention: Mr. Ian Barrett, Director of Operations

Subject: **Professional Services Proposal - Water Source Exploration**
Hillsborough, NB
Englobe reference: P2112969.001

Dear Sir:

Englobe Corp. (Englobe) is pleased to present our professional services proposal for the above-mentioned Project.

1 Description of the project

As indicated in our January 13, 2023 letter and September 19, 2024 update, the first phase of the development of a new municipal water source is carried out following the Water Supply Source Assessment (WSSA) process under the Environmental Impact Assessment (EIA) regulation, which requires the following major steps:

- Preliminary site assessments and geophysics to establish drilling targets (Completed).
- Registration of the project under the EIA regulation and review by the N.B. Department of Environment and Local Government (NBDELG) to obtain approval to build access roads and drill test wells (In progress).
- Construction of a preliminary access road and preliminary well drilling (based on three [3] wells; one [1] to be pump tested and two [2] for observation).
- Hydraulic testing (pump testing).
- EIA Hydrogeological Assessment Report and review by the NBDELG to obtain approval to use the new municipal well and set the approved pumping rate.
- Public consultation in accordance with the EIA regulation.

The initial task, a geophysical survey and site visit, was conducted in October 2022. Task 2, approval from the Province under the EIA regulation, is currently in progress and must be completed prior to physical construction occurring, including the construction of an access road to the identified target area. The next tasks involve exploratory drilling, pump tests, and completion of the EIA/WSSA process.

Based on these requirements, Englobe's team will conduct the necessary assessments, documents, reports, and project management, while Contractors will complete the physical construction (well drilling) under Englobe's oversight.

As per previous correspondence, a phased approach is typically used for this type of project. The present Project consists of all remaining Phase 1 activities only; a separate proposal will be prepared for Phase 2. This approach will allow the Phase 2 concept to be refined upon completion of Phase 1, once the exact well location and its suitability for use as a municipal source are known.

2 Description of the services and deliverables

In the scope of the present Project, the services to be provided by Englobe are the following (the "Services"):

- Prepare preliminary concept drawings for the access road to the well target area.
- Assist in developing the Request for Quotation (RFQ) package for pricing of the access road and well drilling works.
- Provide construction management and site supervision (periodic) during the preliminary access road construction.
- Coordinate and provide construction management for well drilling activities, including drilling of three (3) new test wells, development of the pumping test program, on-site data collection, and supervision during pumping tests.
- Preparation of the EIA Hydrogeological Assessment Report and EIA review process; and,
- Conducting the required public consultation in accordance with the EIA regulation, including preparation of supporting documents such as notification letters, presentation drawings, and summary report.

Submission of Deliverables

Deliverables produced by Englobe are supplied on an electronic medium and sent electronically (via email) by default. If you wish to receive a hard copy of your deliverables, we invite you to inform the project manager assigned to your Project.

3 Excluded services

All services that are not described herein are not part of this proposal, namely, but not limited to, the following:

- Archaeological Studies, if the EIA Review indicates that these should be required.
- Environmental studies beyond an initial wetland presence/absence screening completed during the summer of 2025.
- Detailed design and construction of infrastructure to connect to the municipal water system (a Proposal will be prepared for Phase 2 work upon completion of Phase 1).

4 Products and services provided by the client

Any additional information that has not been previously submitted.

5 Schedule of services and deliverables

Englobe is prepared to begin work on the project upon written authorization to proceed. The anticipated schedule is outlined below. Actual dates may be adjusted based on permitting timelines, contractor availability, and weather conditions.

	Description of Services / Deliverables	Anticipated Timeline
1.	Completion of EIA Review (In progress)	September - November 2025
2.	– Preparation of preliminary access road concept drawings – Preparation of RFQ for preliminary road works and well drilling	December 2025 - January 2026
3.	Site supervision during the preliminary access road construction	February 2026
4.	Preliminary Drilling and Hydraulic Testing (Pump Tests)	February - March 2026
5.	EIA Hydrogeological Study	April - May 2026
6.	EIA Review Process and Public Consultation Process	June - August 2026

6 Fees proposal

Over the past few years, significant increases in construction pricing have been observed due to increased material and fuel costs. Therefore, the revised Phase 1 project value for the project in 2025-2026, including access road construction, has been evaluated at approximately \$390,500.00 at the Village's Net HST rate (\$375,500.00 + HST), as summarized in the Table below.

	Tasks	Engineering & Hydrogeology	Construction & Well Drilling	Total
1	Preliminary Site Assessment & Geophysics	Complete (2022)	-	-
2	Preliminary hydrogeological review, Initial Wetland Screening, EIA Registration Update (Letter and TRC Review)	Ongoing	-	-
3	Preliminary Access Road Construction	\$ 5,000.00	\$60,000.00	\$65,000.00
4	Well Drilling and Preliminary Testing	\$29,000.00	\$90,000.00	\$119,000.00
5	Hydraulic Testing (Step & 72-Hour Pump Tests)	\$20,500.00	\$110,000.00	\$130,500.00
6	EIA Hydrogeological Assessment	\$27,000.00	-	\$27,000.00
	Sub-Total:	\$ 81,500.00	\$ 260,000.00	\$ 341,500.00
	Contingency (Preliminary Drilling & Exploration)			\$34,000.00
	Grand Total Phase 1 (Excl. HST):			\$375,500.00

Based on the above, the total value of Englobe's professional services fees has been established at **\$81,500.00 + HST**.

It is noted that due to the nature of the project, the breakdown of the project budget may fluctuate while respecting the overall budget of \$375,500.00 + HST. Englobe will monitor the project budget throughout the project; however, it is not unusual that some of the budget may be moved between tasks or categories. In addition, a contingency allowance has been allocated, which may be used for Professional Services or Construction activities as required.

7 Invoicing and terms of payment

- On a monthly basis, Englobe will issue an invoice payable upon its reception.
- Any outstanding balance beyond 30 days is subject to a 1.5% compounded interest per month (19,56 % per year).

8 Validity of the proposal

This proposal is valid for a period of 30 days.


9 Acceptance of the proposal

We thank you for allowing us to submit our proposal and trust we will be granted the opportunity to participate in the execution of your Project. Should you accept our proposal, please note that our Services will be executed following the terms of this letter, as well as in accordance with the attached Terms and Conditions, all of which constitute the official agreement between the two (2) parties.

If you require additional information, please do not hesitate to contact the undersigned.

Yours very truly,

Englobe Corp.



Laura Leger, P. Eng.
Senior Engineer - Civil

Encl.: Appendix A Terms and Conditions

C.C.: Mr. Sean Wallance, Chief Administrative Officer - Village of Fundy Albert
Ms. Kim Beers, Clerk - Village of Fundy Albert
Mr. Pierre Plourde, P.Eng., Senior Technical Director, Municipal Engineering - Englobe Corp.
Mr. Rosauro Dividina, Project Coordinator, Municipal Engineering - Englobe Corp.

READ AND ACCEPTED

Signature:

Date:

Name:

Title:

Company:

Phone number:

Email:

Note: Please verify and indicate the appropriate name and address for invoicing.

Paying customer: Village of Fundy Albert If accurate, please check ☐

61 Academy St., Hillsborough, NB E4H 2R4

Modification:

Legal name for invoicing:

Invoicing address:

Appendix A Terms and conditions



eNGLOBE

For the purpose of these terms and conditions (the "T&Cs"), Englobe Corp. shall be referred to as the "Consultant" and the recipient of the fee proposal from the Consultant shall be referred to as the "Client". Together, the fee proposal and the T&Cs shall be referred to as the "Agreement".

Clause 1 Acceptance

1.1 Client's unqualified acceptance of the Agreement shall be deemed upon the commencement of any services described in the Agreement (the "Services"), or by Client's issuance of a purchase order. These terms and conditions constitute the entire agreement between Client and Consultant regarding the Services, and Consultant is not bound by any terms set forth in any document issued by Client. No amendment or waiver to these terms and conditions shall be valid unless evidenced in writing by a duly authorized representative of Consultant. The acceptance of a purchase order or other document by Consultant, or Consultant's omission to object to additional or contradictory provisions of any purchase order or other document emanating from Client, shall not be interpreted as an acceptance of such provisions or a waiver by Consultant of this Agreement.

Clause 2 Consultant Fees

Except if otherwise stated in the Agreement, payment terms for the Services shall be as follows:

- 2.1 Client shall pay Consultant within 30 calendar days from receipt of an invoice, without any deduction, offset or withholding of any kind or nature or for any reason whatsoever. If any item of an invoice is disputed by Client as not properly due, Client shall provide written notice of its intention to withhold payment for this item, including reasons, within 5 business days of receipt of the invoice. Failure to provide such notice within the specified period shall result in the invoice being deemed accepted by Client. Notwithstanding any disputed items, Client shall not delay payment of the undisputed portion of the invoice. All payments are to be made in Canadian currency. Any outstanding balance from and after the aforesaid 30-day period shall bear interest at a rate of 1.5%, compounded monthly (19.56% per annum).
- 2.2 Fees and other charges payable by Client are determined in accordance with Consultant's rates in effect at the time the Services are performed, as described in the Agreement. Reimbursable expenses include, but are not limited to, mileage, air fare, accommodation, vehicle rental, parking and meals.
- 2.3 Fees and other charges shall be net of GST, HST, QST, Value Added Tax, Provincial Sales Tax, tariffs, duties, or any other similar charges (the "Applicable Charges"). Applicable Charges, if any, shall be levied in addition to any fees or other charges payable by Client under the Agreement and will be shown separately on each invoice. The parties shall not be responsible for income taxes or other taxes owed by the other party.
- 2.4 Consultant shall be entitled to recover all costs, interest, and legal expenses incurred in the recovery of any outstanding balance owed by the Client, including but not limited to reasonable legal fees and disbursements.
- 2.5 Consultant shall have the right to retain any Deliverables created under this Agreement until full payment of all fees and expenses due under this Agreement has been received. In the event of non-payment by Client, Consultant shall not be obligated to release or deliver any Deliverables, including final reports, designs, or other materials.
- 2.6 Any additional requests from the Client following the issuance of the Deliverables (such as meetings, court testimony, requests for information, etc.) shall be billed at the rates determined by the Consultant, in its sole discretion. Additionally, any travel or other related expenses incurred by the Consultant shall also be invoiced to the Client.

Clause 3 Changes

- 3.1 Client acknowledges that (i) changes to the Services; (ii) unforeseen circumstances or conditions; (iii) events beyond a party's reasonable control; and (iv) changes to applicable laws or standards, may result in increased costs for Consultant in performing the Services (each, a "Change").
- 3.2 The Consultant agrees to promptly notify the Client of any additional costs arising from a Change that are necessary to complete the Project as outlined in the Agreement (the "Project"). Any such Change will result in a reasonable adjustment to the Consultant's fees and to the timeline for delivering the Services, where applicable.
- 3.3 Client acknowledges and agrees that any request to change the name of the entity being invoiced for the Services will result in a \$250 administration fee.

Clause 4 Consultant Obligations

- 4.1 In performing the Services, Consultant shall act in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession, currently practicing under similar circumstances at the

same time and in the same or similar locality as the Project site (the "Site") and for projects of similar scope and complexity to the Project.

- 4.2 Before performing any Intrusive Works, Consultant agrees to obtain a public underground structure locate report. Consultant will not be liable for any loss or damage to the Site or to any underground structures that were not identified (or were incorrectly identified) in the locate report. Client agrees to indemnify and hold Consultant, including its directors, officers, employees, agents, successors, and assigns, harmless from and against any and all costs arising from or related to the presence of such unidentified or misidentified underground structures.
- 4.3 Consultant will make commercially reasonable efforts to minimize any damage to the Site; however, it does not guarantee that the Site will be returned to its original condition. Any costs required to restore the Site to its original condition shall be the responsibility of Client.
- 4.4 Consultant shall not be responsible for providing maintenance or support, nor for providing maintenance recommendations, related to the Deliverables.
- 4.5 Consultant shall retain all records related to the Project for a period of 10 years following the completion of the Services, or for such longer period as may be required by applicable law. These records shall be made available to Client upon request, subject to a reasonable fee, as determined by Consultant.

Clause 5 Client Obligations

- 5.1 Client agrees to promptly provide Consultant with all information necessary for the provision of the Services (the "Data"). Client represents and warrants that the Data is accurate and acknowledges that Consultant will rely on this Data to perform the Services.
- 5.2 Client shall ensure that Consultant, its employees, and subcontractors have safe access to the Site and, unless otherwise specified in the Agreement, shall obtain and maintain all permits and licenses required for the Project. Client agrees to indemnify and hold harmless Consultant from any and all claims, threatened claims, proceedings, appeals, liabilities, obligations, judgments, or fines arising from or relating to Consultant's access to the Site for the purpose of performing the Services.
- 5.3 In situations where Consultant deems it necessary to take exceptional measures to ensure the safety of its employees, subcontractors, or the public in general, Consultant shall have the right to act on behalf of Client in this regard. All costs arising from such measures shall be borne by Client.
- 5.4 Client agrees to respond, comment on or approve any questions, requests, or documents submitted by Consultant within 10 calendar days from their receipt. Failing to provide comments on a Deliverable within this timeframe, the Deliverable shall be deemed approved by Client. Consultant shall not be liable for any delays caused by Client's failure to respond to Consultant's requests within the prescribed timeframe.

Clause 6 Liability and Indemnification

- 6.1 Consultant shall not be liable for any claims, damages, or costs arising from the discovery of radiation, radioactive or nuclear reactions, the presence of radioactive, toxic, explosive, or hazardous substances, or any other pollutants or contaminants (solid, liquid, or gaseous) on the Site. The Client acknowledges and agrees that it shall remain fully liable for and bear all costs associated with such matters.
- 6.2 In addition to the foregoing, Consultant shall not be liable for: (i) damages or delays caused by Client or a third party; (ii) defects in equipment provided by Client or a third party; (iii) any acts or omissions of Client, its employees, agents, or others; (iv) any inaccuracies or errors in information or data provided by Client or a third party; (v) damages to hardware (including equipment, computers, software, etc.) provided by Client or a third party; (vi) damages to, or caused by, underground structures that were not located (or were incorrectly located) by Client or a third party; (vii) damages or delays caused by events beyond Consultant's reasonable control; (viii) any decisions made by Client without consulting Consultant, including those contrary to Consultant's recommendations; (ix) the distribution of documents prepared by Consultant for Client's exclusive use; (x) the contractor's choice of work methods, techniques, procedures, protocols, site supervision, and safety and security programs; (xi) the failure of the Project to meet the requirements of rating systems such as LEED®, Built Green™, or Green Globes®; or (xii) the use of any unfinished or incomplete Deliverables that Consultant has not explicitly authorized for use.
- 6.3 Each party agrees to indemnify and hold the other party harmless from any loss or damage arising out of its material breach of the Agreement, or from the negligent acts or omissions of itself, its employees, representatives, subcontractors, or consultants.
- 6.4 Notwithstanding anything herein to the contrary, Consultant's maximum liability under the Agreement shall not exceed the total amount of fees paid by Client for the Services. For the purposes of this paragraph 6.4,

"Consultant" shall be deemed to include Consultant and its representatives, consultants, subcontractors, directors, officers, employees and affiliates.

6.5 To the extent permitted by applicable law, Consultant shall in no event be liable for any special, consequential, indirect, moral or punitive damages relating to the Agreement or the Services rendered in connection therewith, despite the fact that Consultant may have been informed of the possibility of such damages. This may include, but shall in no event be limited to, loss of use, income, or profits, business interruption, increased construction costs, as well as any costs necessary for the reconstruction or repair.

6.6 Client agrees to take all steps necessary to mitigate any losses, damages, costs, or expenses arising from a breach of this Agreement or any claim made under it. This includes making diligent efforts to prevent or minimize the impact of such losses and expenses.

Clause 7 Insurance

7.1 Consultant agrees to obtain and maintain, throughout the term of this Agreement, commercially reasonable insurance coverage (commercial general liability and professional liability insurance), appropriate for the Services provided.

7.2 Consultant represents that it is an employer in good standing regarding the requirements of the relevant health and safety regulations.

Clause 8 Suspension/Termination

8.1 Either party may terminate the Agreement for convenience by giving the other party at least 30 calendar days' prior written notice. If the Agreement is terminated by Client, Consultant shall be entitled to the payment of all the Services rendered up to the date of such termination, as well as any and all costs associated with this early termination of the Agreement, including, without limitation, reasonable demobilization costs and any third party penalties or charges imposed on the Consultant.

8.2 If either party (the "Defaulting Party") is in breach of any of its material obligations under the Agreement, the other party (the "Non-Defaulting Party") may give notice in writing of the breach to the Defaulting Party and request the Defaulting Party to remedy the default. If the Defaulting Party fails to remedy the breach within 10 business days (or any longer period mutually agreed upon by the parties) after the date of delivery of such written notice, the Agreement shall be terminated upon the Defaulting Party's receipt of a termination notice from the Non-Defaulting Party after the expiry of the cure period. If the Agreement is terminated as a result of Client's breach of its obligations, Consultant shall be entitled to the payment of all the Services rendered up to the date of such termination, as well as any and all costs associated with this early termination of the Agreement, including, without limitation, reasonable demobilization costs and any third party penalties or charges imposed on the Consultant. Non-payment of Consultant's invoices shall be deemed a material breach of the Agreement.

8.3 In the event that a breach results from Client's failure to pay Consultant's invoices, Consultant may, at its discretion, suspend the performance of Services until full payment is received. During such suspension, Consultant reserves the right to reassign its personnel to other projects without prior notice to Client. Any costs or delays resulting from the suspension and subsequent remobilization shall be treated as a Change in accordance with section 3.2 and shall be solely borne by the Client. Consultant reserves the right to terminate the Agreement at any time while the Services remain suspended.

Clause 9 Intellectual Property Rights

9.1 Provided that all fees owed to Consultant under the Agreement have been paid in full, Client shall be granted a perpetual, non-exclusive, and non-transferable license (without sub-licensing rights) to use the deliverables prepared by Consultant (the "Deliverables") exclusively for the purpose they were intended. For clarity, Consultant shall retain sole ownership of the Deliverables. Client may not modify, use, or authorize the use of the Deliverables for any purpose other than the Project or for additional work related to the Project without Consultant's prior written consent. Any such request shall be subject to Consultant's applicable rates at the time of the request.

Consultant disclaims all liability for any use of the Deliverables beyond the scope of the Project, for any modifications made to the Deliverables, or for any instance where the Deliverables are cited out of context without Consultant's prior written consent. Client agrees to indemnify, defend, and hold Consultant harmless from any claims, damages, or costs arising from the unauthorized use or misuse of the Deliverables.

9.2 Consultant shall retain exclusive ownership of all discoveries, inventions, and designs—whether patentable or subject to copyright—developed in the course of or in connection with the Project (collectively, the "Intellectual Property Rights"). Client expressly waives and assigns to Consultant all rights, including any moral rights, it may have in or on the proceeds of the Services. Client further agrees to execute, or arrange for

the execution of, any documents necessary to confirm Consultant's ownership of the Intellectual Property Rights. Additionally, and without limiting the generality of the foregoing, Client acknowledges and agrees that any tax credits or incentives related to "scientific research and experimental development" shall be claimed exclusively by, and shall solely benefit, Consultant.

Clause 10 Confidentiality

10.1 All drawings, specifications, technical data, Deliverables, Data, and other information (including any personal information) provided by Consultant to Client in connection with the Project (collectively, "Confidential Information") shall remain the exclusive property of Consultant. Such information shall be treated as strictly confidential and may not be copied, reproduced, or used for any purpose other than the execution of the Project. Client agrees to comply with all applicable laws and regulations regarding the protection of personal information, including, without limitation, the *Personal Information Protection and Electronic Documents Act* (Canada) and any equivalent provincial legislation.

Notwithstanding the foregoing, the following information shall not be deemed Confidential Information under this Agreement: (i) information that becomes publicly available through no fault or breach of the Agreement by Client; (ii) information independently developed by Client without reliance on or use of the Confidential Information; and (iii) information lawfully obtained by Client from a third party, provided such third party is not bound by a confidentiality obligation or similar agreement regarding that information.

Clause 11 Non-Solicitation

11.1 Client agrees that, during the term of this Agreement and for a period of 12 months thereafter, it shall not, directly or indirectly, solicit, recruit, or otherwise encourage any employee of Consultant who was involved in performing the Services under this Agreement to terminate their employment with Consultant. This restriction applies whether the solicitation is for Client's benefit or that of another person or entity. Notwithstanding the foregoing, Client shall not be prohibited from hiring an employee of Consultant who independently applies for a position in response to a general job posting not specifically targeted at Consultant or its employees. Client acknowledges and agrees that any breach of this covenant will require Client to pay Consultant an amount equal to 12 months of the employee's full-time billing at Consultant's prevailing rates at the time of the breach. This payment shall not preclude Consultant from seeking any additional remedies available under applicable law, including injunctive relief.

Clause 12 General Provisions

12.1 Consultant reserves the right to subcontract all or any portion of the Services under this Agreement, at its discretion.

12.2 Notwithstanding anything to the contrary in the documents provided to Client, Consultant makes no representation or warranty, either express or implied, regarding the Services or the Deliverables, except as explicitly stated in this Agreement.

12.3 Client shall not assign or transfer any of its rights or obligations under this Agreement without the prior written consent of Consultant. However, Consultant may assign or transfer this Agreement, or any of its rights or obligations, to an affiliated company without the prior written consent of Client.

12.4 Consultant and Client are independent contractors and nothing herein shall be construed as creating an employee or agency relationship, franchise, joint venture or partnership of any nature whatsoever between Consultant and Client.

12.5 The Agreement shall be governed and interpreted in accordance with the laws applicable in the jurisdiction in which the Project is located.

12.6 Consultant reserves the right to broadcast any promotional communications (press releases, traditional and web advertising, brochures, project sheets, social media, etc.) relating to the Services, unless Client has expressly stated its disagreement in writing.



COUNCIL REPORT FORM (CRF)

To Fundy Albert Council in Public Session
From
Date
Subject
Presenters
(if applicable)
Length of Presentation
(if applicable)

Type ✓ Public Private Committee of the Whole

RATIONALE FOR PRIVATE DISCUSSION (if applicable):

N/A

ISSUE

The arena ammonia plant room lacks a compliant emergency purge/ventilation system. Although the ammonia detector and alarm function correctly, they do not remove the hazard in the event of a release. Addressing this promptly will help ensure continued safety and compliance with regulations

CURRENT STATUS AND BACKGROUND

During the arena's seasonal start-up inspection, Black & McDonald identified that the refrigeration plant room lacks a compliant emergency ventilation or "purge" system, as required for ammonia-based refrigeration facilities. While the fixed gas detector and alarm system are operational and will cue evacuation if ammonia is detected, they do not effectively remove hazardous gas from the space. Should a release occur, concentrations could rise quickly, emphasizing the importance of prompt response measures to protect staff and emergency responders.

To manage the deficiency in the short term, the Operations Department has implemented an interim mitigation plan that includes verified detector calibration, restricted access for authorized personnel, a two-person entry protocol for non-routine work, and continuous operation of the existing exhaust system while the plant is occupied. These measures help maintain safe operating conditions; however, they are not a substitute for a fully compliant emergency purge system.

From both a safety and regulatory perspective, timely corrective action remains advisable. Deferring a decision may extend the period of operational risk, increase the chance of regulatory attention during inspection, and could result in unplanned downtime during the arena season. Moving forward with permanent corrective work as soon as feasible will help ensure continued safety, compliance, and reliable operations.

OPTIONS

After receiving an initial quotation from **Black & McDonald**, additional quotes were requested to ensure due diligence and price competitiveness. **Alltech Refrigeration** and **Total Comfort Mechanical** declined to submit proposals, citing that the work fell outside their normal scope of services. A single additional quotation was received from **CIMCO Refrigeration (Toromont Industries)**. A detailed comparison of the two submitted quotes is provided below.

Summary of Quotes

Category	Black & McDonald (B&M)	CIMCO Refrigeration (Toromont)
Quoted Price (HST extra)	\$23,177	\$18,385
Scope of Work	Full removal & disposal of old fan; install new 2,000 CFM fan, ductwork, roof curb, backdraft and fire dampers, tie into ammonia monitor, and commissioning.	Supply and install new fan and louvers; repair existing ductwork; interlock with ammonia detector.
Electrical/Controls (by others)	Excluded – estimated \$5,000 additional	Excluded – estimated \$5,000 additional
Disposal/Demolition	Included	Excluded
Freight/Delivery	Included (2–3 weeks)	Excluded
Warranty	1-year workmanship + manufacturer coverage	12-month workmanship / 18-month materials
Payment Terms	Net 30 days	35% on acceptance, 25% pre-ship, 30% post-install, 10% on completion
Contract Type	Standard local service agreement	Conditional sales contract with cost escalation & title retention
Vendor Familiarity	Existing provider; fully familiar with Hillsborough system and site layout	New vendor; no prior local experience noted

Hidden or Potential Extras

Both proposals include exclusions and potential additional costs that affect the true project total. **Black & McDonald's** quote excludes only electrical and control integration, estimated at approximately **\$5,000**, but otherwise represents a comprehensive turnkey scope covering removal and disposal of existing equipment, freight, roof modifications, and commissioning. Their pricing and contract terms are fixed, with minimal risk of cost escalation.

In contrast, **CIMCO Refrigeration's** lower base price excludes several key components—**freight, disposal, and building modifications**—and includes **tariff and cost escalation clauses** that allow price increases prior to delivery. The proposal also requires significant **upfront payments** (60% before installation) and retains title to the equipment until full payment is made. These conditions

create administrative and financial exposure and increase the likelihood of additional invoices for items not covered under the base contract.

When adjusted for these omissions and potential extras, both proposals are comparable in total cost; however, **Black & McDonald's quote provides greater price certainty and reduced contractual risk.**

Risk-Adjusted Project Totals (Including Electrical & Controls Estimate)

Vendor	Base Quote	Electrical / Controls (Est.)	Other Add-ons	Adjusted Total (Est.)
B&M	\$23,177	\$5,000	\$0 – \$1,000	≈ \$28,000 – \$29,000
CIMCO	\$18,385	\$5,000	\$5,000 – \$8,000	≈ \$28,000 – \$31,000+

RECOMMENDATION

It is recommended that **Council select and approve a contractor to complete the ammonia exhaust ventilation system upgrade at the Hillsborough Arena**, allowing Administration to proceed without delay. Based on the comparative analysis, **Black & McDonald (B&M)** is recommended as the preferred vendor due to their **comprehensive scope of work, familiarity with the existing refrigeration system, clear warranty terms, and low coordination risk**. While their base price is slightly higher than the alternate quote, the total risk-adjusted cost is equivalent once exclusions and hidden costs are considered. Proceeding with B&M provides the most reliable, timely, and compliant solution to address this critical safety requirement and ensures the arena remains operational throughout the season.

RISK ANALYSIS

Safety Risk:

Without a compliant emergency purge system, a significant ammonia leak could lead to rapid accumulation of toxic gas in the plant room, creating an immediately life-threatening environment for staff or responders. Although interim safety measures are in place, they are temporary and do not fully mitigate the hazard.

Regulatory and Legal Risk:

WorkSafeNB and provincial safety codes require ammonia refrigeration plants to have a functional emergency ventilation system interlocked with detection and exterior controls. Failure to comply may result in stop-use orders, administrative penalties, or prosecution under the New Brunswick Occupational Health and Safety Act.

Financial Risk:

Delays in corrective work increase the likelihood of costly enforcement actions, unplanned shutdowns, or emergency repairs. The estimated cost of compliance work (\$28,000–\$29,000 total) is minor compared to potential penalties, liability claims, or revenue losses from facility closure.

Operational Risk:

A forced shutdown during the arena season would disrupt community programming and impact user groups. Proceeding promptly ensures continued operation without interruption.

Reputational Risk:

Failure to act on a known safety deficiency could damage the municipality's reputation as a responsible operator.

CONSIDERATIONS

Legal	Non-compliance with provincial OHS requirements exposes the municipality to enforcement orders, penalties, and potential liability.
Financial	The cost of immediate corrective work is minor compared to the potential costs of fines, closure, or incident response.
Environmental	Timely upgrades reduce the risk of ammonia release to the atmosphere and protect indoor and outdoor air quality.
Policy	Aligns with the municipality's Health and Safety Policy and due diligence obligations under the Occupational Health and Safety Act.
Stakeholders	Protects staff, contractors, and facility users by ensuring a safe work environment and continuity of service.
Community Sensitivities	Demonstrates responsible management and transparency in addressing a known safety issue, reinforcing public confidence in municipal operations.
Council priorities	Strategic Plan Alignment: <ul style="list-style-type: none">✓ Infrastructure✓ Village Services• Communications• Strategic Partnerships• Economic Development & Tourism
Documents, maps, photos or presentations attached	Quotes
Interdepartmental consultation	
Intergovernmental considerations	

Proposal for Hillsborough Arena

TOROMONT

CIMCO

New Mechanical Room Exhaust ventilation.



Prepared For:

Ian Barrett
Director of Operations
61 Academy Street
Hillsborough, NB E4H 2R4
operations@fundyalbert.ca

Prepared By:

Andrew Gaunce
agaunce@toromont.com

October 16th, 2025



CIMCO Refrigeration, a division of Toromont Industries Ltd. ("CIMCO Refrigeration"), is pleased to provide budget pricing for the supply of the Supply and installation of a new mechanical exhaust ventilation system for the ammonia mechanical room to enhance air quality and meet safety compliance requirements. at the **Hillsborough Arena**.

Scope of Work

Supply and installation of a new exhaust ventilation system for the ammonia mechanical room

Quote Includes

Exhaust Fan Installation

- Supply and install one (1) new exhaust fan suitable for continuous operation in a mechanical ammonia room environment.
- Fan size and specifications to be selected based on required air changes and room dimensions.

Air Intake Louvers

- Supply and install two (2) new intake louvers.
- Louvers to be corrosion resistant and appropriately sized to ensure balanced airflow.

Intake Ductwork

- Repair Of existing ductwork to ensure proper functionality and airflow
- All ducting will be galvanized sheet metal and sealed to prevent leaks.

Exhaust Fan Interlock with Ammonia Detector

- Electrical interlock of the new exhaust fan with the existing ammonia gas detection system.
- Fan to be automatically activated upon detection of ammonia levels above set safety threshold.

Cimco Pricing

CIMCO Price: \$18,385.00 CAD (All Taxes Extra)

Prices are valid for 30 days from the date of quotation.

Freight not included.

Taxes not included.

Standard Terms & Conditions apply

Exclusions

- All work required outside of CIMCO regular working hours requested or required by owner.
- Cutting/patching/sealing within building to allow for the passage of piping and conduit.
- Modification or installation of any required bases, pads, stands, seismic or other required supports for equipment
- All costs associated with opening, modifying, and repairing the building to allow for the placement and final operation of the CIMCO supplied equipment or piping.
- Modification or installation of any piping or electrical not mentioned in the scope of work would be an additional charge.
- Additional refrigerant charge, top up of oil, inhibitors or other fluids.
- All costs associated with faulty isolation valves during pump out.
- Any programming or integration with new or existing control system unless otherwise stated.
- It is understood that CIMCO will use professional care in performing the above services and shall not be liable for failure to other components associated with this work.
- Disposal or abatement of existing refrigerant, water, asbestos, equipment, material, or any other substance not mentioned including any environmental testing or verification that may be required to complete scope of work.
- Any material or work not clearly stated within the scope of work will be the responsibility of the owner.

Agreement

The information contained in this proposal constitutes the terms between CIMCO Refrigeration, a division of Toromont Industries and the client, **the Hillsborough Arena**.

All prices agreed upon will be honored by both parties. Continued services after that time will require a new agreement.

Billing and Payment Terms. CIMCO will invoice **the Hillsborough Arena** as per the terms of this agreement, and **the Hillsborough Arena** will pay each such invoice within thirty (30) days after the date thereof. Invoices not paid within such thirty (30) day period will accumulate interest as per the terms and conditions of this agreement.

Authorized Signature: The undersigned agrees to the terms of this contract on behalf of the organization or business

Signature of Client: _____ Date: _____

Purchase Order : _____

TERMS AND CONDITIONS

SUBJECT TO WRITTEN APPROVAL BY A DULY AUTHORISED OFFICER OF CIMCO REFRIGERATION, A DIVISION OF TOROMONT INDUSTRIES LTD. (THE "VENDOR"), THIS QUOTATION, IF ACCEPTED IN WRITING BY THE PURCHASER, SHALL CONSTITUTE A BINDING CONDITIONAL CONTRACT OF SALE AS OF THE DATE OF THE PURCHASER'S ACCEPTANCE OR AS OF THE DATE OF THE VENDOR'S APPROVAL, WHICHEVER IS LATER. THIS QUOTATION IS INVALID IF NOT ACCEPTED BY THE PURCHASER WITHIN TEN DAYS OF THE DATE OF QUOTATION.

1. TITLE

(a) The title and ownership to and in the materials, equipment and other goods sold here under (the "goods") shall remain with the Vendor until payment in full of the Contract Price and any additional amounts payable to the Vendor pursuant to sections 2 and 10 of these Terms and Conditions. The Vendor hereby reserves, and the Purchaser hereby grants to the Vendor, a security interest in and to the goods, and the proceeds thereof, to secure the said payment and all of the other obligations of the Purchaser. At the option of the Vendor, the Purchaser will join with the Vendor in executing, in a form satisfactory to the Vendor, one or more financing statements or similar instruments pursuant to any applicable personal property security legislation. The Purchaser hereby authorizes the Vendor to file one or more such statements or instruments signed by the Vendor alone as the secured party. If the goods are to become affixed to real property, the Purchaser represents that a true and correct description of such real property and that the name of the registered owner thereof are as indicated on Page 1 of this Quotation/Contract.

(b) In the event of default by the Purchaser under the terms of payment of this contract, the full amount of the Contract Price, less any payments previously made, shall become due and payable, and the Vendor or its agent shall have the right to enter upon the premises and remove the goods, and to dispose of them as the Vendor may determine. If the proceeds from such disposal, less any related expenses, including but not limited to costs of seizure, removal and sale, and legal costs (including reasonable attorneys' fees and expenses) connected therewith (the "net proceeds"), are not sufficient to cover the amount in default, the Purchaser shall be liable to the Vendor for such deficiency. If the net proceeds exceed the amount in default such excess shall be returned to the Purchaser, and the Vendor shall not be liable further whether in respect of completion, performance, warranty or other contract terms.

(c) The Purchaser hereby waives all rights and claims against the Vendor in the event that the circumstances provided for in section 1 (b) arise, except for the express right of recovery of excess net proceeds as provided in that section.

(d) The Purchaser hereby waives the provisions of any Conditional Sales Act or other applicable legislation which limits the Vendor's rights to seize the security provided for herein, and to sue for any deficiency. The Purchaser expressly confers upon the Vendor the rights to seize and sell the goods and to recover from the Purchaser, by action on the covenant, the principal, interest and other moneys from time to time owing under this contract.

(e) Until the Contract Price has been paid in full, the Purchaser will not sell or agree to sell, or mortgage, charge or dispose of, or intentionally injure the goods or remove them from the place of initial installation.

2. PRICE ADJUSTMENTS

(a) The Purchaser shall pay all taxes, duties, levies and other charges assessed against or in respect of the goods, except those taxes, duties, levies and other charges expressly included in the Contract Price.

(b) If any taxes, duties, levies, or other charges shown to be included in the Contract Price are increased subsequent to the Date of Quotation, and increase the Vendor's costs here under, such increase shall be paid by the Purchaser to the Vendor.

(c) The Contract Price quoted herein is based on prices, costs and conditions prevailing at the Date of Quotation. Unless otherwise specified, if the estimated delivery and / or installation date is more than six months from the date of the contract, and if prior to shipment or installation there is an increase in the Vendor's costs due to increases in labor rates, cost of materials, suppliers' prices, foreign exchange, storage charges, or freight rates, such increase shall be paid to the Vendor by the Purchaser.

(d) If delivery or installation is delayed by the Purchaser, or by anyone under the Purchaser's control, for more than two months after the time estimated, any increase in those categories of the Vendor's costs listed in section 2(c) shall be paid to the Vendor by the Purchaser.

(e) All payments by the Purchaser to the Vendor under section 2 shall be in addition to the Contract Price and shall be paid at the time the final payment under the contract is due.

3. TARIFFS

The Vendor and Purchaser acknowledge that at the time of execution of this Agreement, it is unknown whether prior estimates for performance of the work will be impacted by the enactment of additional tariffs, which materially differ from those existing at the time the original estimates were received.

Both Parties acknowledge that:

i. The Contract Price quoted is based on conditions prevailing at the date of execution of the agreement

ii. Vendor has not estimated any additional tariffs

iii. Vendor will use their best efforts to source equivalent or similar products from local suppliers or alternative sources where such goods are not subject to applicable tariffs, if such alternatives are available

iv. The Purchaser and Vendor agree to use their best efforts to mitigate any cost or schedule impacts arising out of the tariffs, and

v. Vendor will pass tariffs to the Purchaser should they become enacted and are unavoidable

Subject to these acknowledgements, if any tariffs are enacted subsequent to the date of execution of the Agreement and increase the Vendor's costs, any such cost increase will be absorbed by the Purchaser unless a prior written amendment to the Agreement is executed to address such costs. Purchaser shall indemnify and hold Vendor harmless from any liability and expense by reason of Purchaser's failure to pay such tariffs.

4. LIABILITY

The Vendor shall not be liable for any losses, injuries, expenses or damages, whether direct, indirect, special, incidental, consequential or punitive, arising out of the goods, or the installation, operation, or failure of operation of the goods or related systems even if caused by the Vendor's negligence.

5. DELIVERY AND INSTALLATION

Delivery and installation times and dates are approximate and are subject to extension for delays caused by fire, strike, lockout, labor dispute, civil or military authority, riot, embargo, car shortage, wrecks or delays in transportation, Acts of God, late delivery or non-delivery by the Vendor's suppliers, changes in the scope of the work as provided in section 9 of these Terms and Conditions, or other causes beyond the reasonable control of the Vendor, and the Vendor shall not be liable for any losses or damages resulting from any such causes. Acceptance of the work shall be a waiver by the Purchaser of all claims for damages for delay from any cause whatsoever.

6. RESPONSIBILITY AND INSURANCE

(a) In respect of goods sold F.O.B. point of origin, the Vendor shall deliver the goods in good condition to a common carrier or to the Purchaser at the Vendor's shipping point, and thereupon all risks of loss or damage thereto shall pass to the Purchaser.

(b) In respect of goods sold F.O.B. job site or sold with installation, all risks of loss or damage shall pass to the Purchaser upon receipt of the goods at the job site or at the Purchaser's designated delivery point.

(c) The Purchaser shall insure the goods against loss or damage from fire, theft, malicious damage or other causes as and from the time the Purchaser becomes responsible for the goods pursuant to sections 4(a) and 4(b) of these Terms and Conditions. The face value of the insurance policy shall be in an amount not less than the Contract Price. Any loss under such insurance policy shall be made payable to the Vendor as its interest may appear until the Contract Price shall be paid in full.

(d) Upon the request of the Vendor, the Purchaser shall provide an insurance certificate as evidence of the compliance with section 4(c) of these Terms and Conditions.

7. COST ESCALATION

Purchaser and Vendor acknowledge and agree that at the time of execution of this project agreement, it is unknown whether prior estimates for performance of the Work will be impacted by further development of the design, changed market conditions, availability of labor, equipment and/or materials or other conditions which materially differ from those existing at the time prior estimates were received. Vendor agrees to make diligent and best efforts to mitigate any cost or schedule impacts arising out of these changed conditions. However, subject to such mitigation obligations of the Vendor, Purchaser agrees that Vendor shall be entitled to an equitable adjustment of the Contract Sum and/or, if applicable, the Contract Time due to the following non exhaustive list of possible events or circumstances: (1) a subcontractor will not honor its prior estimate, (2) commodity price escalation and/or commodity delivery date impacts due to the length of time between a subcontractor providing its estimate and subcontract award, (3) general conditions cost impacts due to anticipated completion dates at the time of subcontractor's estimate differing from completion dates anticipated at time subcontract award,

(4) commodity price escalation and/or delivery date impacts due to subcontractor inability to obtain firm pricing or delivery date commitments from any supplier at or near time of subcontract award; (5) cost of on-site or off-site material storage capacity to enable early receipt of certain materials when early procurement of such materials can be achieved for avoidance of price escalation or to secure availability so that the project schedule can be maintained.

8. TERMS OF PAYMENT

(a) Unless otherwise specified in this Quotation/Contract and not including municipalities as specific payment terms will be negotiated with municipalities, payment shall be made by the Purchaser to the Vendor in respect of the Contract Price as follows:

(i) Goods sold without installation: 50% upon acceptance of this quotation by the Purchaser; an amount representing the value of each shipment, payable upon delivery; and the unpaid balance upon final shipment.

(ii) Goods sold with installation: 35% upon acceptance of this quotation by the Purchaser; an additional 25% upon written notification by the Vendor to the Purchaser that the goods are ready for shipment; an additional 30% immediately after installation but prior to the commencement of operation of the goods or related systems; and a final payment of 10% upon completion.

(b) Timely payment according to the terms of this Quotation/Contract is of the essence of the contract.

(c) Payment shall be made in the specified currency.

9. WARRANTY

UNLESS OTHERWISE SPECIFIED IN THIS QUOTATION/CONTRACT, THE VENDOR WARRANTS THE GOODS AND INSTALLATION SOLD HERE UNDER AGAINST ORIGINAL DEFECTS IN MANUFACTURE AND WORKMANSHIP BY EITHER A PERIOD OF EIGHTEEN MONTHS (18) AFTER THE DELIVERY OF EQUIPMENT OR TWELVE (12) MONTHS FROM COMPLETION AS DEFINED IN SECTION 9 OF THESE TERMS AND CONDITIONS. THE LENGTH OF WARRANTY WILL BE DETERMINED BY EQUIPMENT DELIVERY OR COMPLETION OF WORKMANSHIP BY WHICHEVER AGREEMENT EXPIRES FIRST. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, STATUTORY OR OTHERWISE, EXPRESS OR IMPLIED, INCLUDING FOR MERCHANT ABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE TERMS OF THE VENDOR'S WARRANTY ARE AS FOLLOWS:

(a) In respect of goods sold without installation, the Vendor's sole liability shall be to repair or replace, at the Vendor's option, F.O.B. point of manufacture, any defective goods or parts thereof.

(b) In respect of goods sold with installation, the Vendor's sole liability shall be to repair or replace, at the Vendor's option, any defective goods or parts thereof or any defective workmanship. The Vendor shall be responsible for all of its costs in connection therewith other than the out-of-pocket expenses incurred by the Vendor's employees and agents travelling from the Vendor's nearest place of business to the job site and charges for labor performed after normal working hours at the request of the Purchaser, which latter expenses and charges shall be for the account of the Purchaser.

(c) The Vendor warrants goods not of the Vendor's manufacture only to the extent to which the Vendor is able to enforce a claim for liability against the manufacturer thereof.

(d) The Purchaser shall promptly give written notice to the Vendor after the discovery of an apparent defect.

(e) As a condition precedent to any liability by the Vendor here under, the Purchaser shall use, operate and maintain the goods and related systems in a careful, prudent, and reasonable manner, and in conformity with the Vendor's and / or the manufacturers' instructions.

(f) the foregoing constitutes the purchaser's exclusive remedy and the vendor's sole liability arising out of the design, manufacture, sale, installation, or use of the goods.

(g) This warranty shall be void if the Purchaser is in default under the terms of payment of this contract.

10. CHANGE IN SCOPE OF WORK

If the Purchaser requests a change in the scope of the work under this Quotation/Contract, the Vendor will submit a Contract Revision to the Purchaser which shall set forth the proposed changes in the work, and if the proposed changes result in an addition to or a deduction from the Contract Price, the Contract Revision shall set forth the amount of such addition or deduction. A Contract Revision shall not be binding or enforceable unless accepted in writing by the Purchaser and approved in writing by a duly authorized officer of the Vendor. Upon such acceptance and approval, the Contract Revision shall become part of the contract and, except when in consistent therewith, shall be subject to all its provisions.

11. COMPLETION AND ACCEPTANCE OF WORK

(a) In respect of goods sold without installation, "Completion" shall be deemed to occur when risk of loss of the goods passes to the Purchaser in accordance with section 4 of these Terms and Conditions.

(b) In respect of goods sold with installation, and unless otherwise defined in this Quotation/Contract, "Completion" shall be deemed to occur when any one of the following events takes place:

i. The Purchaser signs an acceptance certificate;

ii. The Vendor has installed and, where applicable, successfully tested the installation;

iii. The Purchaser commences regular use of the goods correlated systems;

iv. An independent expert, mutually acceptable to the Purchaser and the Vendor, certifies that the work has been completed.

(c) Nothing in subsections (a) or (b) shall relieve the Vendor from its obligation to honor the warranty provisions contained herein.

(d) The occurrence of any one of the events described in section 9(b)(i), (iii) and (iv) shall constitute acceptance of the work.

12. BONDS

Performance bonds and material and labor payment bonds will be provided by the Vendor upon request. Unless the Contract Price expressly includes the cost of such bonds, the Purchaser, in addition to the Contract Price, shall pay the cost of such bonds to the Vendor at the time of the receipt thereof by the Purchaser.

13. MISCELLANEOUS

(a) This Quotation and any resulting contract shall be governed, enforced and construed in accordance with the laws of the place of the Contract Work without regard to the rules governing conflicts of law.

(b) All rights and remedies of the Vendor under this contract and under applicable law shall be cumulative and may be exercised successively or concurrently, in any order, and on more than one occasion. The election by Vendor to exercise one remedy shall not preclude it from thereafter exercising one or more other remedies.

(c) The Purchaser agrees to pay, in addition to the other amounts payable to Vendor under the contract, all costs and expenses, including reasonable attorneys' fees, incurred by the Vendor in enforcing this contract, exercising its rights here under or collecting or attempting to collect all amounts due the Vendor here under following default by the Purchaser in the payment or performance of its obligations here under, including those incurred in connection with any bankruptcy, insolvency, liquidation, reorganization or similar proceeding involving the Purchaser.

(d) Any assignment or attempted assignment of this contract, in whole or in part, without the prior written consent of the Vendor shall be void. The Vendor may assign any of its rights, liabilities or obligations arising out of this contract without prior notice to the Purchaser and without the Purchaser's written consent except that the Vendor may not assign its warranty obligations without the Purchaser's written consent.

(e) If any provision of this contract is unenforceable, such unenforceability shall not affect the remaining terms, which shall be enforced, if the same can be done, without regard to the unenforceable provision.

(f) The headings to the paragraphs of this contract are provided for ease of reference only and shall not be construed to vary or limit the terms thereof.

THIS QUOTATION/CONTRACT CONTAINS THE COMPLETE AGREEMENT BETWEEN THE PURCHASER AND THE VENDOR, AND SUPERSEDES ALL PRIOR ORAL OR WRITTEN REPRESENTATIONS, PROMISES, AGREEMENTS OR UNDERSTANDINGS WITH RESPECT TO THE SUBJECT MATTER HEREOF. NO REPRESENTATION, PROMISE, AGREEMENT OR UNDERSTANDING ENTERED INTO OR MADE SUBSEQUENT TO THE DATE OF THE CONTRACT WHICH VARIES OR MODIFIES THE PROVISIONS OF THIS CONTRACT SHALL BE BINDING ON THE VENDOR UNLESS CONVEYED IN WRITING AND EXECUTED BY THE DULY AUTHORIZED OFFICER OF THE VENDOR EXECUTING THIS QUOTATION/CONTRACT.

Black & McDonald Limited

1350 Aviation Ave, Dieppe, New Brunswick

Phone: 506-858-5688 | Fax: 506-388-2286 | Web: www.blackandmcdonald.com



September 17th, 2025

**Hillsborough Arena
32 Mill Street
Hillsborough, NB**

Attention: Bryon O'Brien
Reference: Ammonia Exhaust Fan System

Dear Bryon,

Black & McDonald Limited appreciates the opportunity to provide the following quotation for the above referenced project.

Current Situation:

- Based on the existing equipment capacity in the compressor room, an emergency exhaust system capable of exhausting 2,000 cfm is required to be installed and tied-in the existing refrigerant monitor.
- The existing system is currently too small and will need to be removed and upsized.
- The exhaust fan will have to be tied in the existing refrigerant monitor. If the refrigerant monitor detect refrigerant in the air, it will go in an alarm and turn on the exhaust fan and the fresh air intake damper until the refrigerant readings have lowered to an acceptable level;

Scope of Work Summary

- Removal and disposal of the old existing exhaust fan system and associated ductwork;
- Supply and install a new 2,000 CFM exhaust fan complete with new ductwork, roof curb, disconnect and back gravity draft damper;
- Removal and disposal of the two (2) existing 16"x 8" air intake ductwork systems
- Create bigger openings on the outside walls for the new 24" x 12" air intakes ducts;
- Supply and install two (2) new 24" x 12" air intakes complete with new gravity back draft dampers and fire dampers;
- Start-up and commissioning;
- Remove tools, material and clean-up site.

Our Price for above scope is:

\$23,177.00

Taxes extra, Canadian funds

Project Clarifications / Notes:

- All work is quoted as being completed during regular business hours.
- Payment Terms Net 30 days.
- Electrical by others
- Controls by others.
- Quick shipping included in the price – delivery is approximately 2 to 3 weeks.

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Black & McDonald would like to thank you for the opportunity to submit this quotation. If you have any questions or concerns regarding the above please do not hesitate to contact the undersigned directly at (506) 378-2992.

Kind Regards,

A handwritten signature in blue ink, appearing to read 'D. Levesque', with a stylized flourish at the end.

Dominic Levesque
Project Sales Representative
Black & McDonald Limited

Standard Terms & Conditions – Service Project

1. Services to be rendered and materials to be furnished (the “Project Work”) by Black & McDonald Limited (“Black & McDonald”) shall be strictly limited to those identified in the proposal attached hereto (the “Proposal”). The Proposal may be amended and the price adjusted accordingly, by mutual written consent.
2. Black & McDonald agrees to comply with all applicable safety and environmental regulations, and further agrees to assign aspects of the Project Work to personnel and/or subcontractors who are licensed, authorized and qualified to perform them.
3. Black & McDonald agrees to perform all Project Work in a careful, professional manner and to furnish materials of good quality.
4. Black & McDonald warrants materials furnished and installed under this Agreement against defects in material to the extent and for the period such material is warranted to Black & McDonald by manufacturer(s) or supplier(s) of same. Black & McDonald warrants work performed under this Agreement against defects in workmanship for a period of one year (1) commencing on the date Black & McDonald deems substantial completion of the Project Work. The Customer accepts the above warranties in lieu of any other express or implied warranty at law. Black & McDonald does not warrant the merchantability or fitness for use of the Project, Project Work or Proposal.
5. Customer agrees to provide the access to work areas and equipment requested, to permit Black & McDonald to perform the Project Work. Customer shall permit Black & McDonald to stop and start equipment as necessary to perform the Project Work.
6. Unless otherwise provided for in writing, the Project Work will be performed during Black & McDonald’s regular working hours, which are 8:00am to 4:30pm Monday through Friday except statutory holidays. If the Customer would like any aspect of the Project Work to be performed outside of Black & McDonald’s regular working hours, for any reason whatsoever, Black & McDonald may agree to do so, and Customer agrees to pay the difference between Black & McDonald’s local regular and premium labour rates.
7. Customer agrees to pay invoices rendered pursuant to this Agreement within thirty (30) days of receipt. Should any payment due by Customer become thirty days or more delinquent, Black & McDonald may, at its option, suspend all work, without penalty or liability until all overdue amounts have been paid, or terminate this Agreement pursuant to paragraph 8 below, in which case all amounts owed to Black & McDonald by Customer shall be immediately payable upon demand. Black & McDonald may charge interest on overdue amounts at the rate of 18% per annum.

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8. In addition to the price, Customer shall pay all applicable sales, use, excise, value-added or similar tax applicable to the value, sale or delivery of any products, services or work furnished hereunder, or for their use by Black & McDonald on behalf of Customer, whether such tax be municipal, provincial or federal. Customer shall also reimburse Black & McDonald for any tax or duty imposed on Black & McDonald to recover, recycle, reclaim, handle or dispose of any oil, refrigerant or other environmentally sensitive substance.
9. Customer shall be responsible for all costs incurred to conduct any safety test or equipment modification required by any insurance company, laboratory or governmental authority.
10. Black & McDonald's total liability under this Agreement is limited to the total amount paid by Customer to Black & McDonald for the performance of the Project Work. In no event shall Black & McDonald be liable for any consequential, indirect or incidental damages, losses, costs or expenses, including but not limited to; loss of profits, loss of anticipated profits, loss of business, loss of data, loss of use, loss of production, loss of reputation or goodwill, business interruption or inconvenience whether arising by contract, statute, tort or otherwise, whether or not Black & McDonald was notified of the possibility of such loss or damages occurring. Black & McDonald's liability for injury to persons or damage to property shall be limited to that caused directly by its negligent acts or omissions.
11. Neither party is liable for any failure nor delay in performing its obligations where such failure or delay results from any cause that is beyond the reasonable control of the Party. Such causes include, but are not limited to, fire, flood, storms, earthquakes, acts of terrorism, acts of war, pandemic, impacts to supply chain, labour strike, civil unrest and power failure. If the delay continues for a period of 180 days, either party may terminate this Agreement or any portion of the Maintenance Plan with written notice.
 - a. Black & McDonalds price does not include schedule float or contingency for the unpredictable impacts of COVID-19. As such, Black & McDonald requires that the Customer will revise the form of agreement, to the extent necessary, to ensure that the contractor will be able to get equitable relief for material schedule or costs impacts that may be experienced as a result of the ongoing COVID-19 outbreak.
12. From the date the Proposal is accepted by the Customer, for the duration of the performance of the Project Work and until the date that is six (6) months from the expiration of any warranty provided hereunder, the Customer shall not, without the prior written consent of Black & McDonald, solicit, hire or otherwise retain in any capacity, any employee of Black & McDonald who the Customer is dealing with or has dealt with in its relationship with Black & McDonald to facilitate the performance of this Agreement. If Customer breaches the foregoing, it shall pay within 30 days, as liquidated damages and not as a penalty for breach, an amount equal to two times the annual salary of such employee.
13. This Agreement may only be transferred or assigned with the written consent of both Black & McDonald and Customer.

14. In the event either Party has just cause, which for the purposes of this Agreement shall be restricted to a material breach of a material obligation, including default under paragraph 4 above, that party may terminate this Agreement upon thirty (30) days written notice, which shall include a detailed description of the breach, if the other party has not remedied the breach before the end of the thirty-day notice period. If Customer is or, in Black & McDonald's reasonable opinion, is about to become bankrupt or insolvent, then Black & McDonald may terminate this Agreement immediately.
15. Should this Agreement be terminated for any reason, Customer agrees to pay Black & McDonald within 5 business days the prorated price for all Project Work performed up to the date of termination and any costs related to such termination.
16. All notices required by this Agreement shall be made in writing and shall be sent by registered mail or email to the address of the party as shown in this Agreement. All notices so sent shall be deemed to have been received by the recipient on the date of delivery. The address of either party may be changed by giving to the other party written notice of the new address.
17. There are no representations, conditions, understandings or agreements except those contained in this Agreement, and there shall be no modifications, alterations or amendments thereof in any respect unless made in writing and signed by both Black & McDonald and Customer.
18. No delay, act or omission by a party in exercising any right or remedy will be deemed a waiver of that, or any other right or remedy, nor stop further exercise of any other right or remedy.
19. If any part of this Agreement is found to be unlawful, invalid or otherwise unenforceable, such provisions are deemed severed from the remainder of the Agreement, which shall remain valid and enforceable.
20. This Agreement is governed by and interpreted according to the laws of the jurisdiction in which the Maintenance Program is performed. All disputes arising under this Agreement shall be heard by a court in the province in which the Maintenance Program was performed, unless Black & McDonald provides written notice to the Customer that it wishes that dispute be heard by final and binding arbitration in same jurisdiction.
21. This Agreement may be signed in one or more counterpart and signature may be transmitted by pdf or facsimile.

COMMUNITY GRANTS PROGRAM

2025 Grants Council Approval - \$25,000 (80% - \$20,000)

Literacy Express - Pre-School Program	\$2,500
Hillsborough District Minor Hockey Association – Ice Rental Subsidy	\$8,000
Fundy Blades Figure Skating Club – Ice Rental Subsidy	\$4,000
Chipoudy Communities Revitalization Committee	\$500
TOTAL APPROVED February 4, 2025	\$15,000

BUILDING PERMITS

September

WARD	Number of Permits	Value
1	0	0
2	1	\$11,180
3	1	\$12,384
4	2	\$15,020
5	0	0
6	1	\$6,020
TOTAL	5	\$44,604

FUNDING

- Alma EV charger (NB Power). **Pending**
- FireSmart Program – **Approved - \$96,000**

The Village of Fundy Albert is in need of a Community Wildfire Resiliency Plan (CWRP) to address wildfire risk posed to the community and has applied for provincial FireSmart funding supported by federal grants to complete this project. The CWRP is intended to be a holistic plan that will address all FireSmart disciplines and guide the community on the pathway to wildfire resilience. Specific objectives include:

Increase communities' capacity and understanding of wildfire risk,
Foster greater collaboration across administrative boundaries,

Be adaptable and tailored to the unique needs of the Village of Fundy Albert, and Develop achievable and accountable action items that go beyond just vegetation management.

Forsite Consultants Ltd. (Forsite) will work with Fundy Albert to create the plan. Forsite has extensive experience in wildfire risk management, modelling, geographic information system (GIS), fuel management, and CWRP development for numerous clients across Canada.

Basic Project Schedule

Milestone Completion Date	Task	Deliverables
Phase 1 – Project Initiation		
October 31, 2025	Project Initiation Meeting	Summary of discussion, objectives, expectations, contacts, and a detailed workplan.
Phase 2 – Information Gathering		
November 15, 2025	Community Description: delineate area of interest, description of interface types, existing community planning around wildfire risk/mitigation; potential social and economic impacts of wildfire to the community	Compiled summary of background research
December 1, 2025	Map Values (structures, critical infrastructure, cultural, social, ecological)	Spatial Dataset, Values at Risk Database
Phase 3 – GIS Analysis		
January 6, 2026	Exposure Analysis (Fuel Hazard), Impact Analysis (Wildfire)	Completed maps and spatial data of analysis outputs

	Risk), and FireShed Analysis (Probability of Wildfire)	
Phase 4 – Values at Risk		
February 2, 2026	Delineate Values at Risk (where Values overlap with Wildfire Behaviour Potential)	Values at Risk dataset
Phase 5 – Fuel Management Unit Delineation and Field Assessments		
February 15, 2026	Using results of GIS analysis and values at risk dataset, delineate fuel management units and create priority ranking/risk matrix	Map of proposed fuel management units
March 1, 2026	Field data collection and threat assessment plots within proposed fuel management units	Field data and threat plots forms completed
Phase 6 –CWRP Development		
March 9, 2026	Draft CWRP report summarizing community description, analysis results, values at risk, FireSmart disciplines, fuel management areas, and wildfire mitigation recommendations	Draft CWRP and supporting documents, maps, spatial data
March 16, 2026	Finalize CWRP based on review and feedback from client	Submission of final CWRP and supporting documents, maps, spatial data

- AED – Alma Activity Centre – Heart & Stroke NB’s AED Subsidy Fund
- Regional Service Commission – Received a “Play Box”. This will be in place at the Playground on Steeves Street next Spring.
*the goal is to promote unstructured play and community engagement

- *the Service Commission is funding this project - providing the playbox, cement to secure the playboxes in place, and some initial funding for contents to get the community started with filling the box.
- *the boxes are durable job site boxes. Very heavy, metal, and weatherproof.
- *the box will have a soft close lid to keep little fingers safe
- *the box can be opened from the inside, but we will also make sure that the boxes cannot be locked to keep from having children getting locked inside.
- *the box will be black upon delivery - suggest painting/branding in bright colours and/or inviting the community to take part in decorating it to give some ownership.
- *contents of the playbox will be for the communities to decide on and to replenish going forward (after the initial donation from the service commission).



FUNDY ALBERT SIGNAGE

Installation of sign has changed locations to the Fundy Albert boundary (Lower Coverdale). **Work will be commencing soon in the new location.**

BY-LAWS AND POLICIES

- Streetlight Policy – Presenting October 21
- Flag Policy – Presenting October 21
- Surplus Land & Land Acquisition Policy – Presenting October 21
- EMO By-Law – Presenting October 21
- Water and Sewer By-Law including water and sewer connections, long-service charges, and local improvement cost recovery – In Progress
- By-law no. 2022-03 A bylaw respecting the proceedings of Fundy Albert municipal council and committee meetings – In Progress (amendments)
- Review of By-Laws – As part of our ongoing efforts to ensure our municipal by-laws remain current and enforceable, I will be holding a meeting with the CAO to review existing by-laws and establish a priority list for updates or revisions.

Communications

VOYENTALERT!

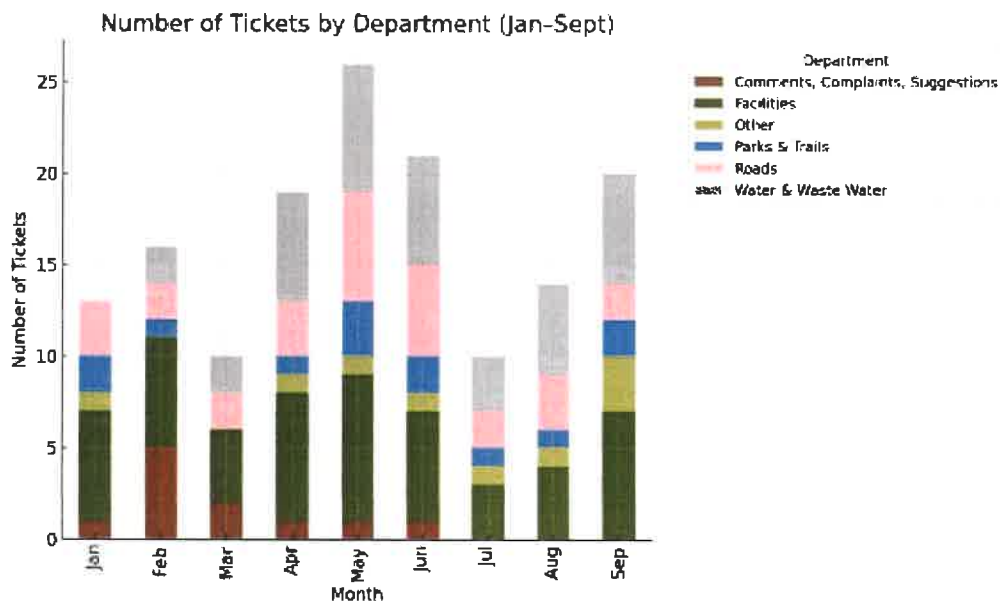
As of October 14, 2025, there are 870 subscribers to the Voyent ALERT! System.

Activated alerts can include everyday communications, boil orders or critical event notifications.

Alerts Activated by Administration - Year to Date: 61

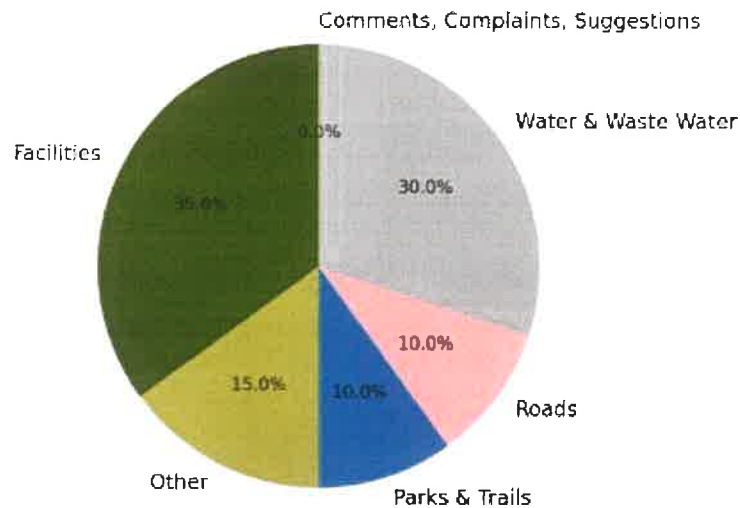
Alerts Activated by Administration since August 2024: 83

Ticket Categories by Month 2025 to date:



Proportion of Tickets by Category September 2025:

September Ticket Distribution by Department



Average time to complete ticket: 7.6 days

Municipal Short term Rental Revenue

Fundy Albert Rentals					
Month	Riverside Albert Community Room	Riverside- Albert Rec Centre Gym	Alma Activity Centre	Alma Cultural Centre	Revenue
January	16	5	8	6	\$90.00
February	24	14	8	4	\$250.00
March	30	9	9	4	\$150.00
April	35	15	11	1	\$2901.00*
May	24	15	9	3	\$150.00
June	20	11	10	2	\$1415.00
July	29	0	12	1	
August	21	0	8	1	\$15.00
September	20	5	14	1	\$575.00
Total	219	74	89	23	\$5546.00

*Aprils higher revenue was due to rental to elections (municipal & Federal)

For the Months of September:

The revenue generated for the month of September is from Dog Scent Trials and a baby shower.

The rest of the rentals consists of free usage:

Riverside-Albert Recreation Centre

RA Fire Department
Nursing homes without walls
Pickleball
Gentle Yoga
Basketball
Funeral Service

Alma Activity Centre

Nursing homes without walls

Alma Cultural Centre

Housing Hub NB

Water & Wastewater (Activity related to ongoing projects is reported in Major project Paragraph)

Water conservation efforts- We continue to provide public updates on water conservation notices. Despite the recent rain and cooler temperatures following a long, dry summer, residents are reminded that water conservation remains essential as wells and reservoirs require time to fully recover.

Enhanced Sampling

2026 will see enhanced sampling mandated for our drinking water, additionally the province is adjusting its criteria for acceptable levels for certain elements. We are currently investigating what this means for us. Possibilities include improving systems or installing further treatment to meet the new regulations for which money is being set aside by federal and provincial governments to support.

Alma

- Planning started for removal of Temporary water system from the Park

Riverside-Albert

- Works ongoing to improve raw water reservoirs to include reservoir maintenance plans ,expected to be complete by the end of October

Hillsborough

- Nothing significant to report on water & wastewater.

Public Works

Arena

- Arena Opened to public 14 Oct 2025

Equipment

- Snow Blower delivered.
- New float trailer received and in use.
- Currently 4 out of 5 Trucks on road. 3-ton dump truck has significant issues that are like beyond economical repair.

Minor (Internal) Projects

Project	Budget	Lifecycle stage	Remarks
Picnic Shelter Roofs	\$3000	Executing	\$750 spent to date (Materials)
Roads-Summer Maintenance	Total cost to date Padding Patching and Gravel= \$200,000	Complete	All Patching and Padding work complete for 2025, Chignecto and Bicentennial gravel road rehab complete. Service cuts and minor works remaining.
Pool Repairs/Maintenance	\$20,000 (Approx \$12,000 remaining)	Planning	Pool has been assessed and winterised. Awaiting report and quotes for required

			works to include sandblasting and recoating.
Alma Gazebo	\$49,514.00	Executing	Installation planned for 24 th Oct Start
<u>Steeves House Museum</u>	\$14,120 (TBC)	Initiate/Planning	Heritage New Brunswick Assessment Oct 2025, subsequent works to follow

Major Projects

WARD 1

Alma Water Project Phase 1 & Phase 2

- Alma Water project is on schedule to be commissioned in December
- Construction has started on Reservoirs

WARD 2

Riverside Albert Water Filtration Project – Work commenced 8 Sept 2025

Through diligent financial review, our Treasurer has identified additional funding, allowing for a scope expansion in the project. These enhancements will deliver significant benefits, including:

- o Improved Ventilation System – Work ongoing
- o Renewed Floor Covering – Complete
- o Upgraded Chlorination Equipment – Complete

WARD 3

Golf Club Road – Work to Commenced 15 Sept 2025, expected completion date end of October 2025

WARD 4

Hillsborough Water Exploration

- Renewal of Landowner Agreement in Progress
- Wetland Screening report received
- EIA Letter requested- More detail requested by Province
- Englobe has provided updated proposal for next tasks for council approval.

Grey Brook (Route 114) – On Hold

WARD 5

NIL

WARD 6

Greensboro Lagoon: awaiting response from DELG regarding public meeting. However work still ongoing to finalize drawings and confirm hook up fees and charges.

Date: October 16, 2025

Department: Finance

Income Statements/Bank Balance

Please see below for balances as per September 30th, 2025

General

- Net Income/Loss: \$219,613.32
- Available Bank Balance: \$1,106,136.92

Please see Appendix I – General Gross Margin Income Statement & Notes.

Alma Utility

- Net Income/Loss: \$117,618.26
- Available Bank Balance: \$61,911.59 plus \$50,000 overdraft

Please see Appendix II – Alma Utility Gross Margin Income Statement & Notes.

Hillsborough Utility

- Net Income/Loss: \$141,075.79
- Available Bank Balance: \$366,293.88

Please see Appendix III – Hillsborough Utility Gross Margin Income Statement & Notes.

Riverside-Albert Utility

- Net Income/Loss: \$3,267.60
- Available Bank Balance: \$8,221.25 plus \$100,000 overdraft

Please see Appendix IIII – Riverside-Albert Utility Gross Margin Income Statement & Notes

Receivables

Billing for Hillsborough Utility 3rd Quarter and, Alma & Riverside-Albert Utility 4th Quarter was processed at the end of September/first of October. Now that Canada Post Workers are legislated back to work, we have started to prepare for them to be mailed out.

With Canada Post workers back to work, we are working on preparing Disconnection Warnings and Notices to be sent via Canada Post.

Please see chart below for update collection efforts:

Department	61-90 (08/25)	61-90 (09/25)	91+ (08/25)	91+ (09/25)	Collections*
Alma Utility	46,014	881	19,711	46,516	10,844
Riverside-Albert Utility	24,526	0	16,667	30,347	31,338
Hillsborough Utility	92,434	486	57,691	97,009	17,006
General	-	1,130	2,466	2,466	5,687

*Collection – These amounts have been sent to collections/services disconnected

**Credits were removed from report to show more accurate picture of receivables

Council Information Requests

○ Summer Student Cost Analysis:

We have received \$13,510.43 in funding from Canada Works and SEED for summer students this year and our total summer students' expenses \$51,890.52.

○ Visitor Centre Mini Split Installation:

In 2024, we initially allocated funds for the installation of a mini split system in the Tourist Bureau 2025 budget. However, due to unforeseen building repairs, the full budget is no longer available. The Finance Department is currently revising projections and is hopeful that a surplus can be identified to support the installation within this fiscal year.

Fundy Albert - General
Comparative Gross Margin Income Statement
September 30, 2025

Target: 75%

	Budget	Actual	Percent	Notes
REVENUE				
Local Warrant	5,602,033.00	4,201,524.09	75%	
Equalization Grant	213,527.00	160,145.37	75%	
Fire	18,696.00	14,022.00	75%	
Roads & Streets - Hillsborough	10,566.00	7,043.96		
Roads & Streets	10,566.00	7,043.96	67%	Remainder Due w/ Winter Program
Fire Services: Other	-	12,567.17		DNR - Wildfire (FF)
Environmental Health - Circular Mat	92,636.00	42,906.04	46%	Working w/ Circular Materials to Correct
Alma Activity Centre	13,000.00	12,860.00		
Riverside-Albert Recreation Centre	13,500.00	5,957.18		
Community Centre (Hall)	26,500.00	18,817.18	71%	AESD No Longer Renting Rec. Centre
Hillsborough Swimming Pool	5,000.00	7,330.95		
Swimming Pools, Beaches, Marinas	5,000.00	7,330.95	147%	Pool Revenue Exceeded Budget
Hillsborough Arena	120,003.00	59,690.05		
Skating Rink & Arena	120,003.00	59,690.05	50%	Second Season Commencing
Animal License & Permits	500.00	-	0%	
Building Permits	35,000.00	62,513.56	179%	1st 2 Quarters Exceeded Budget
By-Law Enforcement	-	1,200.00		By-Law Fine Revenue
Fines - By-Law Enforcement	-	-		
Alma Multicultural Building	24,120.00	18,835.00	78%	
Alma Office	0.00	3,500.00		
Artisan Village	3,750.00	3,020.00		
Riverside-Albert Office	12,000.00	3,855.29		
Rentals - Buildings Other	15,750.00	10,375.29	66%	Office Rental Started March; Artisan Village Hut Empty
Return on Investments - Interest	-	-		
Interest on Investments	30,000.00	20,349.51	68%	Earning less Interest than Predicted
Profit on Sale of Investment	-	-		
Commissions	-	-		

Contributions (Gifts, Donations, Etc)	-	25,000.00	Donation for Alma Gazebo
Other, Miscellaneous	-	15,047.56	Modelier Field Rental, Elections NB Office Rental
Federal Government (UT)	-	6,000.00	Heritage Canada
Provincial Government (UT)	-	120,000.00	Accounting Aid Grant
Other (UT)	-	-	
Federal Government (CT)	-	12,138.00	Canada Summer Jobs, Trans Canada Trail
Provincial Government (CT)	-	-	
Other (CT)	-	-	
Second Previous Surplus	100,000.00	-	0% Yearend Entry
Transfer From Operating Reserve	70,389.00	-	0% Transfer not Completed, Healthy Net Income
Transfer From Reserve	-	-	
Alma Utility	105,263.00	78,948.00	
Hillsborough Utility	105,263.00	78,948.00	
Riverside-Albert Utility	105,263.00	78,948.00	
Utility Fund	315,789.00	236,844.00	75% HFD Funds - New Rescue Truck
Other	-	42,534.37	
Grants	-	-	
PILT	-	-	
TOTAL REVENUE	6,680,509.00	5,094,884.10	76%
EXPENSES			
Mayor: Personnel.	42,172.00	16,666.65	40% No Mayor Between January to Mid-May
Mayor: Personnel	-	-	
Mayor: Other	2,000.00	2,814.96	141% Active Mayor - Expenses Higher than Previous Years
Councillor - Ward 1: Personnel	20,982.00	10,434.04	
Councillor - Ward 2: Personnel	20,982.00	15,736.32	
Councillor - Ward 3: Personnel	20,982.00	15,736.32	
Councillor - Ward 4: Personnel	20,982.00	15,736.32	
Councillor - Ward 5: Personnel	20,982.00	15,000.03	
Councillor - Ward 6: Personnel	25,220.00	23,073.08	
Councillors: Personnel	130,130.00	95,716.11	74%
Councillor - Ward 1: Other	1,336.00	229.06	
Councillor - Ward 2: Other	1,336.00	-	

Councillor - Ward 3: Other	1,336.00	394.40		
Councillor - Ward 4: Other	1,336.00	-		
Councillor - Ward 5: Other	1,320.00	433.84		
Councillor - Ward 6: Other	1,336.00	682.66		
Councillors: Other	8,000.00	1,739.96	22%	Unsubmitted Expenses
Development Seminars	1,000.00	1,864.09	186%	Additional Development Seminar Costs for 2025
Other Legislative Costs	3,500.00	852.84	24%	2025 expenses lower
Manager, Administrator: Personnel	117,688.00	40,133.74	34%	No CAO between Mid-April to Mid-August
Manager, Administrator: Other	2,500.00	1,317.56	53%	No CAO between Mid-April to Mid-August
Clerk: Personnel	58,561.00	109,142.14	186%	Director of Community Services Promoted to Clerk
Clerk: Other	-	-		
Human Resources: Other	4,400.00	12,827.00	292%	Unexpected Recruiting Expenses
Alma Office	23,356.00	9,098.97		Property tax Tied to Activity Centre, NB Power Cost Decreased
Hillsborough Office	46,375.00	42,952.63		Tech Expense Higher than budgeted
Riverside-Albert Office	9,140.00	5,635.93		Building Expenses Billed to Leasee
Office Building(s)	78,871.00	57,687.53	73%	
Legal Services	25,000.00	16,473.46	66%	
Other Administrative Services	44,790.00	31,240.72	70%	
Financial Administration: Personnel	67,981.00	50,981.82	75%	
Financial Administration: Other	-	-		
Accounting: Personnel	59,764.00	42,631.50	71%	
Accounting: Other	3,750.00	50,000.00	1333%	e6 Support/Funded by PNB
External Audit: Audit Fees	25,000.00	11,500.00	46%	2023 Audit Fees for 2nd Engagement
Purchasing: Other	159,981.00	57,690.53	36%	Anticipated Net Higher/Capital Spending Not Complete
Civic Relations	5,000.00	2,857.94	57%	Budget Meetings, Remembrance Day
Training & Development	20,000.00	13,700.16	69%	
Cost of Assessment	128,249.00	128,249.00	100%	Annual Expense
Regional & Collaborative Services	16,821.00	12,615.48	75%	
Other General Administration Service	-	16,021.40		LG Funded Expenses
Conventions & Delegations	7,000.00	2,900.00	41%	UMNB Expenses Paid in October 2025
Liability Insurance	59,400.00	42,030.65	71%	
Municipal Association Membership	10,000.00	8,443.17	84%	
Grants: Other	25,000.00	15,250.00	61%	Community Grant Program On Hold

R.C.M.P.		1,097,838.00		823,378.50	75%	
A - FF Force: Personnel	13,096.00		-			
H - FF Force: Personnel	26,192.00		5,940.87			
RA - FF Force: Personnel	21,281.00		1,735.09			
Firefighting Force: Personnel		60,569.00		7,675.96	13%	Honorariums Paid in December/Current Expense - DNR
A - FF Force: Other	9,212.00		6,870.46			
H - FF Force: Other	17,005.00		13,007.46			
RA - FF Force: Other	12,813.00		18,495.07			
Firefighting Force: Other		39,030.00		38,372.99	98%	Unbudgeted Dress Uniform Expenses
A - Fire Alarm Systems	649.00		6,488.15			
H - Fire Alarm Systems	1,297.00		5,002.85			
RA - Fire Alarm Systems	1,054.00		1,926.64			
Fire Alarm System	102,775.00		3,742.79			
Fire Alarm Systems		105,775.00		17,160.43	16%	TMR Radio Reserve to be Invested at Yearend
A - Fire Prevention	1,000.00			261.99	26%	Shared Expense w/ RA/AFD
H - Fire Prevention	1,000.00			854.02	85%	
RA - Fire Prevention	1,000.00			406.99	41%	Shared Expense w/ AFD
Fire Investigation		2,000.00		-	0%	
A - Water Cost (Reg. 81-195)	0.00		-			
H - Water Cost (Reg. 81-195)	8,280.00		8,280.00			
RA - Water Cost (Reg. 81-195)	5,000.00		5,000.00			
Water Cost (Reg. 81-195)		13,280.00		13,280.00	100%	Annual Expense
A - Training & Develop.: Personnel	0.00		-			
H - Training & Develop.: Personnel	0.00		-			
RA - Training & Develop.: Personnel	0.00		-			
Training & Development: Personnel		-		-		
A - Training & Develop.: Other		2,500.00		385.00	15%	Minimal Training
H - Training & Develop.: Other		7,500.00		6,582.73	88%	
RA - Training & Develop.: Other		5,000.00		4,858.57	97%	
Alma Station & Building	18,759.00		9,784.26			
Hillsborough Station	19,662.00		15,243.14			
Riverside-Albert Station	16,371.00		12,486.77			
Station(s) & Building(s)		54,792.00		37,514.17	68%	

A - Fighting Equipment	52,300.00	12,896.46			
H - Fighting Equipment	97,700.00	41,190.10			
RA - Fighting Equipment	75,000.00	57,849.27			
Fighting Equipment	225,000.00	111,935.83	50%	Budgeted New Equipment Expense Not Complete	
Fire Service: Contract w/ Other Gov	382,249.00	286,686.75	75%	Final Quarter Invoiced in October	
Emergency Measures - Disaster Contr	6,913.00	1,427.21	21%	EMO Coordinator Honorarium Not Paid	
Emergency Measure: T & D	-	-			
Other: Fire Protective Services	-	-			
By-Law Enforcement: Personnel	-	-			
By-Law Enforcement: Other	56,490.00	60,440.00	107%	Includes Expense of Structural Engineer & Cleanups (Billed to Owner)	
Animal & Pest Control: Personnel	-	-			
Animal & Pest Control: Other	18,126.00	10,235.48	56%	3rd Quarter Billed in October	
Regional Public Safety Committee	1,580.00	1,184.76	75%		
Common Services: Personnel	255,787.00	129,443.70	51%	Did not Hire Lead Hand Until September	
Common Services: Other	6,180.00	2,312.04	37%	On-Call Phone Expenses in W, Y & O B: Other	
Road Transport: Personnel	-	-			
Road Transport: Other	-	-			
General Equipment	85,000.00	83,612.95	98%	Aging Equipment - Requires Additional Repairs	
Workshops, Yards & Buildings: Perso	406,165.00	303,649.30	75%		
Workshops, Yards & Buildings: Other	53,414.00	37,242.68	70%		
Summer Maintenance: Personnel	-	-			
Summer Maintenance: Other	-	-			
Summer Maintenance: Private Contrac	249,202.00	200,444.40	80%	Annual Maintenance Almost Completed	
Summer Maintenance: DTT	34,961.00	32,488.78	93%	September to be Billed	
Sidewalks	6,000.00	4,050.00	68%		
Culverts & Drainage Ditches	89,260.00	35,755.00	40%	Further Expenses Anticipated for October	
Storm Sewers	-	-			
Snow Removal: Personnel	-	-			
Snow Removal: Other	-	-			
Snow Removal: Private Contract	261,971.00	195,554.31	75%	Remainder Billed at Yearend	
Snow & Ice Removal: DTT	85,551.00	29,692.74	35%		
Bridges, Viaduct, Causeway & Grade	5,000.00	3,350.00	67%	Inspection Completed - Repairs in 2026	
Street Lights	78,821.00	62,084.83	79%	NB Costs Higher than Anticipated	

Street Signs	1,500.00	1,638.67	109%	More Signs than Budgeted Required
Regional Transport: RSC	2,173.00	1,629.90	75%	
Collection: Personnel/Contract	599,732.00	464,861.17	78%	
Collection (RSC)	-	-		
Disposal: Tipping Fees (RSC)	104,370.00	78,277.50	75%	
Cemeteries	-	-		
Public Health Services: Other	4,634.00	3,475.17	75%	
Planning (RSC)	204,274.00	153,205.47	75%	
Beautification & Rehabilitation	16,714.00	4,041.84	24%	Banner Installation/Christmas Lights Expense in Nov/Dec
Natural Resources Dev. - Other	5,000.00	4,715.56	94%	Contract Complete for 2025
Tree Removal & Planting	7,667.00	-	0%	
C&S Development: RSC	5,320.00	3,989.97	75%	
Industrial Parks & Commissions	-	-		
Eco. Develop.: Personnel	79,904.00	6,684.39	8%	Director of Community Services Promoted to Clerk
Eco. Develop.: Other	-	-		
Tourist Bureau	24,485.00	18,508.92	76%	
Tourist Camps, Parks, Etc.	12,856.00	5,891.68	46%	Cost for Roof Replacement Materials Low, Upcoming Expenses for Oct/Nov
Promotion of Tourist Attraction	-	201.72		DTI - Signage Repair
Tourism: Other(Decorative Lighting)	-	-		
Other Develop. Services - RSC	1,129.00	846.54	75%	
Recreation Administration: Other	10,000.00	10,842.48	108%	Unbudgeted \$6,000 funded from Heritage Canada
Community Centres: Personnel	-	-		
Community Centres & Halls: Other	59,469.00	44,434.43	75%	
Swimming Pools, Beaches, Marinas: P	16,133.00	22,462.74	139%	Offset by Revenue from Canada Works
Swimming Pools, Beaches, Marinas: O	35,000.00	13,461.88	38%	Anticipated Pool Repair Did not Require Contingency, Planning Further Repairs/Updates
Skating Rinks & Arenas: Personnel	114,768.00	93,376.31	81%	
Skating Rinks & Arenas: Other	141,478.00	83,346.33	59%	
Parks & Playgrounds: Personnel	17,904.00	22,537.12	126%	Offset by Revenue from SEED
Parks & Playgrounds: Other	14,922.00	11,475.98	77%	
Cultural Buildings & Facilities: P	-	-		
Cultural Buildings & Facilities: O	15,594.00	12,701.26	81%	
Museums: Personnel	-	-		
Museums: Other	20,924.00	6,346.68	30%	Basement Repair Lower than Anticipated, Planning Further Repairs/Updates

Libraries: Personnel	-	-	-		
Libraries: Other - H. Library	7,289.00	5,114.20	-		
Library Building	20,555.00	11,891.51	-		
Libraries: Other - Literacy Express	0.00	-	-		
Libraries: Other	27,844.00	17,005.71	61%		
Place of Assembly: Other	-	-	-		
Other Recreation & Cultural Service	1,385.00	1,038.42	75%		Expensed in Nov/Dec
Interest: STB for Capital Projects	45,499.00	-	0%		Expensed in Nov/Dec
Interest: Current Operations (LoFC)	-	-	-		
Interest: Long Term Debt	73,250.00	5,540.00	8%		Expensed in Nov/Dec
Principal Installments	90,000.00	20,000.00	22%		Expensed in Nov/Dec
Capital Leasing Arrangements	109,865.00	84,194.80	77%		
Cost of Issuing & Selling Debenture	2,000.00	-	0%		Expensed in Nov/Dec
Bank Service Charge	5,500.00	4,949.16	90%		Bank Fees Higher than Anticipated
Interac Fees	-	-	-		
Transfer to Capital	-	284,214.58	-		Capital Purchases
Transfer to Capital Reserve	3,704.00	3,703.88	100%		
Transfer to Operating Reserve	-	-	-		
Second Previous Year Deficit	-	-	-		
Accured Sick Pay	-	-	-		
Net HST	-	-	-		
Bad Debt Expense	-	-	-		
WorkSafeNB - Employees	-	-	-		
EI	-	-	-		
CPP	-	-	-		
Capital Reserve	-	-	-		
Operating Reserve	-	-	-		
TOTAL EXPENSES	6,680,509.00	4,875,270.78	73%		
NET INCOME	-	219,613.32			

Alma Utility **Comparative Gross Margin Income Statement** **September 30, 2025**

	Budget	Actual	Percent	Notes
REVENUE				
Residential - Water	170,742.00	101,658.60	74%	
Commercial - Water	-	20,200.65		
Industrial - Water	-	-		
Institutional - Water	-	-		
Own Local Government - Water	-	4,095.00		
Residential - Wastewater	169,287.00	103,212.35	75%	
Commercial - Wastewater	-	19,465.65		
Industrial - Wastewater	-	-		
Institutional - Wastewater	-	-		
Own Local Government - Wastewater	-	3,832.50		
Connection & Service Charges	-	-		
Other	-	-		
Interest on Investments	-	-		
Surcharges	-	-		
Interest	3,700.00	3,237.22	87%	
Misc Other	100.00	50.00	50%	
Federal Government (UT)	-	-		
Provincial Government (UT)	-	-		
Other Governments (UT)	30,000.00	30,000.00	100%	
Federal Government (CT)	-	-		
Provincial Government (CT)	-	2,955,226.11		RDC Funding
Other Governments (CT)	-	-		
Surplus from Previous - Water	-	-		
Surplus From Previous - Wastewater	-	-		
Surplus From Previous - Combined	-	-		
Operating Reserve Fund	-	-		
TOTAL REVENUE	373,829.00	3,240,978.08	867%	

EXPENSES

Admin. & General: Personnel	-				
Admin. & General: Other (W)	69,184.00	102,037.39	147%	Includes Net HST Expense for Capital Project	
Purification & Treatment: Personnel	-	-			
Purification & Treatment: Other	12,066.00	5,907.14	49%	Repair Contingency Not Used	
Source of Supply: Personnel	-	-			
Source of Supply: Other	1,022.00	962.38	94%	Insurance Only Remaining Expense	
Transmission & Distribution: Person	-	-			
Transmission & Distribution: Other	14,000.00	10,829.65	77%		
Power & Pumping: Personnel	-	-			
Power & Pumping: Other	7,833.00	7,290.09	93%	NB Power Cost Increase	
Billing & Collection: Personnel (W)	-	-			
Billing & Collection: Other (W)	-	-			
Water Purchased	8,256.00	-	0%	Billed at Disconnection in October	
Water Supply: Other	-	293.21		Misc. Parts Purchased	
Admin. & General: Personnel (WW)	-	-			
Admin. & General: Other (WW)	44,156.00	101,977.59	231%	Includes Net HST Expense for Capital Project	
Wastewater Collection System: Per.	-	-			
Wastewater Collection System: Other	5,000.00	1,677.76	34%	Repair Contingency Not Used	
Wastewater Lift Station(s): Per.	-	-			
Wastewater Lift Station(s): Other	42,081.00	31,792.46	76%		
Wastewater Treatment & Disposal: P.	-	-			
Wastewater Treatment & Disposal: O.	33,817.00	11,063.88	33%	Budgeted Repairs Not Completed	
Storm Sewers	-	-			
Billing & Collection: Personnel (WW)	-	-			
Billing & Collection: Other (WW)	-	-			
Other Wastewater Disposal	1,446.00	1,099.88	76%		
Less Transfer: General (SS)	-	-			
Interest on Temporary Borrowing (W)	32,400.00	2,375.45	7%	Adjustment Made for Bank Loan	
Interest on Long-Term Debt (W)	11,783.00	5,912.25	50%	Final Expense Occurs in Nov/Dec	
Principal Installments (W)	39,500.00	3,000.00	8%	Final Expense Occurs in Nov/Dec	

Capital Leasing Arrangements (W)	-	-	
Other: Water System Debt Charges	-	-	
Total Wastewater Debt Charges	-	-	
Wastewater Debt Charges	-	-	
Interest on Temporary Borrowing (WW)	-	-	
Interest on Long-Term Debt (WW)	11,785.00	5,912.25	50% Final Expense Occurs in Nov/Dec
Principal Installments (WW)	39,500.00	3,000.00	8% Final Expense Occurs in Nov/Dec
Capital Leasing Arrangements (WW)	-	-	
Other: Wastewater Debt Charges	-	-	
Reserve: Capital Water	-	-	
Reserve: Operating Water	-	-	
Reserve: Capital Wastewater System	-	-	
Reserve: Operating Wastewater Sys	-	-	
Capital: Water	-	-	
Capital: Wastewater	-	-	
Capital Investment	-	2,828,228.44	Capital Purchases/Capital Project
Deficit from Previous: Combined	-	-	
Deficit From Previous: Water	-	-	
Deficit From Previous: Wastewater	-	-	
Discounts	-	-	
Provision for Loss on Accounts Rec.	-	-	
Previous Unaccrued Liability: Water	-	-	
Previous Unaccrued Liability: WW	-	-	
Bank Fees	-	-	
Net HSt	-	-	
Bad Debt Expense	-	-	
Debit/Credit Cards Fees	-	-	
TOTAL EXPENSES	<u>373,829.00</u>	<u>3,123,359.82</u>	
NET INCOME	<u>-</u>	<u>117,618.26</u>	

Hillsborough Utility
Comparative Gross Margin Income Statement
September 30, 2025

Target: 75%

	Budget	Actual	Percent	Notes
REVENUE				
Residential - Water	231,000.00	184,494.25	80%	
Commercial - Water	-	-		
Industrial - Water	-	-		
Institutional - Water	-	-		
Own Local Government - Water	-	-		
Residential - Wastewater	290,500.00	229,497.50	79%	
Commercial - Wastewater	-	2,707.50		
Industrial - Wastewater	-	-		
Institutional - Wastewater	-	-		
Own Local Government - Wastewater	-	-		
Connection & Service Charges	2,500.00	3,025.00	121%	More Connections than Anticipated
Other	-	-		
Interest on Investments	-	-		
Surcharges	-	-		
Interest	6,500.00	14,537.93	224%	Higher than Anticipated
Water Supply (Fire)	8,280.00	8,280.00	100%	Annual Revenue
Misc. Other	200.00	190.00	95%	
Federal Government (UT)	-	-		
Provincial Government (UT)	-	-		
Other Governments (UT)	-	-		
Total Unconditional Transfers	-	-		
Conditional Transfers	-	-		
Federal Government (CT)	-	-		
Provincial Government (CT)	-	-		
Other Governments (CT)	-	-		
Surplus from Previous - Water	-	-		
Surplus from Previous - Wastewater	-	-		

Surplus from Previous - Combined	63,485.00	-	0% Yearend Entry
Operating Reserve Fund	46,000.00	-	0% Water Exploration Not Completed/Not Withdrawn
TOTAL REVENUE	648,465.00	442,732.18	68%
EXPENSES			
Admin. & General: Personnel	-	-	
Admin. & General: Other (W)	79,883.00	43,949.97	55% Utility Transfer Split Evenly
Purification & Treatment: Personnel	-	-	
Purification & Treatment: Other	11,148.00	10,779.24	97% Required Repairs Surpassed Contingency
Source of Supply: Personnel	-	-	
Source of Supply: Other	206,322.00	20,962.53	10% Water Exploration Project Running Behind
Transmission & Distribution: Person	-	-	
Transmission & Distribution: Other	35,690.00	38,206.12	107% Repairs Surpassed Contingency, Additional Connections
Power & Pumping: Personnel	-	-	
Power & Pumping: Other	16,161.00	13,340.87	83% NB Power Expenses Doubled
Billing & Collection: Personnel (W)	-	-	
Billing & Collection: Other (W)	-	-	
Water Purchased	-	-	
Water Supply: Other	-	205.21	Misc. Parts/Expenses
Admin. & General: Personnel (WW)	-	-	
Admin. & General: Other (WW)	44,977.00	43,839.57	97% Utility Transfer Split Evenly
Wastewater Collection System: Per.	-	-	
Wastewater Collection System: Other	10,000.00	13,766.92	138% Repairs Surpassed Contingency, Additional Connections
Wastewater Lift Station(s): Person.	-	-	
Wastewater Lift Station(s): Other	34,619.00	18,665.20	54% Annual Maintenance Not Complete
Wastewater Treatment & Disposal: P	-	-	
Wastewater Treatment & Disposal: Ot	39,336.00	28,491.67	72%
Storm Sewers	-	-	
Billing & Collection: Personnel (WW)	-	-	
Billing & Collection: Other (WW)	-	-	
Other Wastewater Disposal	-	39.34	
Less Transfer General (SS)	-	-	

Interest on Temporary Borrowing (W)	-	-	
Interest on Long-Term Debt (W)	-	-	
Principal Installments (W)	-	-	
Capital Leasing Arrangements (W)	-	-	
Other: Water System Debt Charges	-	-	
Interest on Temporary Borrowing (WW)	-	-	
Interest on Long-Term Debt (WW)	56,711.00	22,409.75	40% Remaining Expense occurs in Nov/Dec
Principal Installments (WW)	81,000.00	47,000.00	58% Remaining Expense occurs in Nov/Dec
Capital Leasing Arrangements (WW)	-	-	
Other: Wastewater Debt Charges	-	-	
Reserve: Capital Water	-	-	
Reserve: Operating Water	-	-	
Reserve: Capital Wastewater System	5,500.00	-	0% Yearend Expense
Reserve: Operating Wastewater Sys	-	-	
Capital: Water	27,118.00	-	0% Yearend Expense
Capital: Wastewater	-	-	
Deficit from Previous: Combined	-	-	
Deficit from Previous: Water	-	-	
Deficit from Previous: Wastewater	-	-	
Discounts	-	-	
Provision for Loss on Accounts Rec.	-	-	
Previous Unaccrued Liability: Water	-	-	
Previous Unaccrued Liability: WW	-	-	
Capital Investment	-	-	
TOTAL EXPENSES	648,465.00	301,656.39	47%
NET INCOME	-	141,075.79	

Riverside-Albert Utility Department

Comparative Gross Margin Income Statement

September 30, 2025

	Budget	Actual	Percent	Notes
REVENUE				
Residential - Water	89,369.00	64,386.00		
Residential Plus - Water	-	1,368.00		
Total Residential - Water	89,369.00	65,754.00	74%	
Commercial - Water	7,921.00	6,840.00	86%	
Industrial	8,607.00	8,607.00	100%	Billed Annually
Institutional - Water	59,378.00	34,791.00	59%	
Own Local Government - Water	3,507.00	3,507.20	100%	
Residential - Waste Water	63,980.00	45,720.00		
Residential Plus - Wastewater	-	828.00		
Total Residential - Wastewater	63,980.00	46,548.00	73%	
Commercial - Wastewater	7,150.00	6,210.00	87%	
Industrial - Wastewater	-	-		
Institutional - Wastewater	50,405.00	37,804.35	75%	
Own Local Government - Wastewater	520.00	620.00	119%	Billed Annually
Connection & Service Charges	2,000.00	-	0%	Anticipated New Connection Not Completed
Other	-	40.00		
Interest on Investments	-	-		
Surcharges	-	-		
Interest	3,144.00	3,547.09	113%	Interest Higher than Anticipated
Water Supply (Fire)	5,000.00	5,000.00	100%	Billed Annually
Federal Government (UT)	-	-		
Provincial Government (UT)	-	-		
Other Governments (UT)	-	-		
Federal Government (CT)	-	-		
Provincial Government (CT)	-	-		
Other Governments (CT)	-	76,497.00		RDC
Surplus From Previous Year - Water	-	-		

Surplus From Previous Year - WW	-	-	
Surplus From Previous Year - Combin	-	-	
Operating Reserve Fund	12,400.00	-	0%
Capital Reserve	-	9,984.90	Completed in October
TOTAL REVENUE	<u>313,381.00</u>	<u>305,750.54</u>	Transfer from Capital for Capital Purchase
			98%
EXPENSES			
Admin. & General: Personnel	-	-	
Admin. & Personnel: Other	69,561.00	54,434.30	78%
Purification & Treatment: Personnel	-	-	
Purification & Treatment: Other	22,351.00	12,752.01	57%
Source of Supply: Personnel	-	-	
Source of Supply: Other	20,614.00	2,011.84	10%
Transmission & Distribution: Person	-	-	
Transmission & Distribution: Other	14,065.00	37,181.70	264%
Power & Pumping Personnel	-	-	
Power & Pumping: Other	10,377.00	9,737.86	94%
Billing & Collection: Personnel (W)	-	-	
Billing & Collection: Other (W)	-	-	
Water Purchased	-	-	
Water Supply: Other	-	130.22	Misc. Water Parts
Admin. & General: Personnel (WW)	-	-	
Admin. & General: Other (WW)	41,246.00	54,434.29	132%
Wastewater Collection System: Perso	-	-	
Wastewater Collection System: Other	5,000.00	99.20	2%
Wastewater Lift Station(s): Person	-	-	
Wastewater Lift Station(s): Other	18,801.00	3,604.96	19%
Wastewater Treatment & Disposal: Pe	-	-	
Wastewater Treatment & Disposal: Ot	3,766.00	1,508.71	40%
Billing & Collection: Personnel (WW)	-	-	
Billing & Collection: Other (WW)	-	-	
Other Wastewater Disposal	-	39.33	Misc. Wastewater Costs
Less Transfer: General Fund (SS)	-	-	

Interest on Temporary Borrowing (W)	15,801.00	8,764.76	55%	Adjusted to Bank Loan
Interest on Long-Term Debt (W)	36,602.00	11,826.16	31%	Remaining Expense Occurs in Nov/Dec
Principal Installments (W)	39,617.00	-	0%	Remaining Expense Occurs in Nov/Dec
Capital Leasing Arrangements (W)	-	-		
Other: Water System Debt Charges	-	-		
Interest on Temporary Borrowing (WW)	-	-		
Interest on Long-Term Debt (WW)	4,560.00	2,279.92	50%	Remaining Expense Occurs in Nov/Dec
Principal Installments (WW)	9,000.00	-	0%	Remaining Expense Occurs in Nov/Dec
Capital Leasing Arrangements (WW)	-	-		
Other: Wastewater Debt Charges	-	-		
Reserve: Capital Water	-	-		
Reserve: Operating Water	-	-		
Reserve: Capital Wastewater System	-	-		
Reserve: Operating Wastewater System	-	-		
Capital: Wastewater	-	-		
Deficit from Previous: Combined	-	-		
Deficit From Previous: Water	-	-		
Deficit From Previous: Wastewater	-	-		
Discounts	-	-		
Provision for Loss on Accounts Rec.	-	-		
Previous Unaccrued Liability: Water	-	-		
Previous Unaccrued Liability WW	-	-		
Other	-	-		
Capital Investment	-	103,677.68		Capital Purchases/Projects
TOTAL EXPENSES	313,381.00	302,482.94		
NET INCOME	-	3,267.60		