



## **Council Meeting Agenda**

**April 1, 2025**

### **Regular Council Meeting**

**Location: St. Martins Community Centre**

#### **Regular Meeting: 7:30pm**

- 1. Call to Order**
- 2. Approval of Agenda**
- 3. Disclosure of Conflict of Interest**
- 4. Delegations:**
  - 1) Cpl Curtis McCann, RCMP: Update**
  - 2) Brian Hunter, Simonds Fire Dept Report**
  - 3) Carey Gray, St. Martins Fire Dept Report**
- 4. Correspondence:**
  - 1) NB Power Correspondence regarding recent Feb 20 & 21 outage**
  - 2) Rob Moore, MP Correspondence regarding Harbour Dredging Project**
  - 3) Bay Bombers Softball Team requesting financial support**
  - 4) Highway Use Permits: Saint John ATV Club**
- 6. Approval of Minutes**
  - 1) Approval of Minutes: Regular Council Meeting, March 4, 2025**
  - 2) Approval of Minutes: Committee of Whole Meeting, March 18, 2025**
- 7. Old Business:**

- 1) **Municipal Boundary Alteration Proposal**
- 2) **Water/Waste Water Project**

**8. Update from Commissions & Committees:**

- 1) **Financial – Greg Moran**
- 2) **Communications & Active Living – Shawn Brown**
- 3) **Special Projects – Greg Moran & Brad Brown**
- 4) **Emergency Management & Public Safety – George Cyr**
- 5) **Tourism Committee – Jim Bedford**

**9. New Business:**

- 1) **Dog Control By-Law – 3<sup>rd</sup> and final reading of Village of Fundy-St. Martins Dog Control By-Law # 13**
- 2) **Municipal Borrowing Board: Motion to apply for funding of fire equipment,**
- 3) **Program & Event Coordinator:**
  - 1) **Outdoor Field Rental Policy**
  - 2) **4 Seasons Complex Advertising**
- 4) **Reserves Policy**
- 5) **Quarterly Variance Report**

**10. Approval of Bills – Resolution of Council**

**11. Call for next Committee of the Whole Meeting: April 15, 2025 at St. Martins Community Centre at 7:30 pm**

**12. Call for Next Regular Meeting: May 6, 2025 at 7:30 pm at Simonds Community Centre**

**13. Motion to Adjourn**

Office of the President and Chief Executive Officer  
Bureau de la présidente-directrice générale

March 19, 2025

Mayor Jim Bedford  
Village of Fundy-St. Martins  
73 Main Street, Unit 2  
St. Martins NB E5R 1R4

email: [JamesBedford@fundystmartins.ca](mailto:JamesBedford@fundystmartins.ca)

Re: February 20-21, 2025 Power Outage

Dear Mayor Bedford

I'm writing in response to your letter regarding a recent unplanned power outage affecting your community.

We know New Brunswickers rely on us to provide them with the electricity they need to power their homes and businesses. Providing all of our customers, no matter where they live in the province, with a safe and reliable supply of electricity is our greatest priority.

We know how disruptive outages can be and the impact they can have on customers, which is why we work hard to prevent them. If outages do occur, we try to learn everything we can to prevent similar disruptions from occurring in the future. We are grateful to our customers for their patience and support when unplanned outages occur, as well as thankful to our crews who work hard, and often during challenging conditions, to get customers restored as quickly and efficiently as possible.

Regarding the outages your community faced, February 20-21, we identified that newly installed steel crossarms on some poles unfortunately contained ice inside. Once the sun hit the new crossarms, the ice melted, leading to water dripping onto the poles' new insulators. Icicles went on to form over the insulators, which led to the lines tripping and the loss of power. We're currently investigating this and will be taking action to mitigate any future similar incidents from occurring.

Crews worked hard to restore power throughout the outage, including until midnight on February 20, at which point the line repairs were completed. Once the lines were back on, the crews started to energize customers; however, due to the cold temperatures, they encountered further challenges, requiring additional repairs into February 21.

As mentioned, we are continuing to investigate this unplanned outage to ensure we fully understand the situation. Our findings will inform the next steps NB Power takes to mitigate future issues and to improve reliability in your area, as well as the province as a whole.

I wanted to also let you know that NB Power has been undertaking other reliability improvements in your area. For example, in addition to installing new steel crossarms as mentioned, we've done work to improve our protection systems, meaning we've implemented advanced sensors that are providing us with more information on potential faults or issues that could lead to outages so we can prevent them before they happen. We have also focused strongly on vegetation management to further reduce outage impacts in the Village of Fundy-St Martins and surrounding areas.

I hope this addresses your concerns. Please don't hesitate to reach out with any additional questions.

Kind regards,



Lori Clark  
President & CEO NB Power

cc: Hon. John Herron, Minister of Natural Resources  
Hon. Rene Legacy, Minister responsible for Energy



HOUSE OF COMMONS  
CHAMBRE DES COMMUNES  
CANADA

**Rob Moore**

Member of Parliament  
Fundy Royal

March 17, 2025

Hon. Joanne Thompson  
Minister of Fisheries and Oceans

*Via email*

Dear Minister:

I am reaching out today on behalf of the Village of Fundy-St Martins in my Fundy Royal riding. The issue of concern is the Harbour Dredging Project which has apparently stalled in the Village. An unsightly pile of gravel and sand is now sitting in the harbour, creating navigational issues for commercial fishing vessels, an impediment to planned development of the harbour perimeter and a detriment to the community's substantial tourism business as the harbour is situated at the western end of southern New Brunswick's scenic Fundy Trail.

Thank you for reaching out to Mayor James Bedford with updated information and next steps regarding removal of the dredged material.

Your attention to this request is very much appreciated.

Rob Moore, MP

*Ottawa*

Room 710, Justice Building, Ottawa, ON K1A 0A6  
Tel.: 613-996-2332 Fax.: 613-995-4286

*Constituency Office*

599 Main Street Suite 104, Hampton, NB E5N 6C2  
Tel.: 506-832-4200 Fax: 506-832-4235

Rob.Moore@parl.gc.ca

March 24, 2025

**Subject: Request for Donation to Support Bay Bombers Softball Team**

Dear Council

I am reaching out on behalf of the Bay Bombers, a newly formed softball team in Fundy-St. Martins. Our goal is to provide a fun, active, and inclusive environment where players of all skill levels can develop their athletic abilities, build teamwork skills, and foster community spirit.

As a new team, we are currently in need of essential equipment such as bats, gloves, and helmets. To ensure that all of our players have access to the necessary gear, we are seeking financial support from local organizations and leaders who share our commitment to community development through sports.

We kindly request a donation of \$1,000 to help us purchase these items. Your generous contribution would not only provide our team with the necessary equipment but also help us create a lasting impact by encouraging local participation in recreational sports. We would be honored to acknowledge your support through our social media pages, team banners, and at our games.

We appreciate your time and consideration and would love the opportunity to discuss this further. Please let us know if you require any additional information. I can be reached at 506-651-9857 or baybomberssoftball@gmail.com.

Thank you for your support of local sports and community engagement. We look forward to your positive response.

Best regards,



Michelle Morrell

Team Manager

Bay Bombers Softball Team

To Mayor and Council,

I'm writing on behalf of the Saint John ATV club #35. I'm asking Mayor and Council to take the time to review the message that has been critiqued by DTI in regards to the HUPS and ask for a meeting with John Herron and Peter Macdonald from DTI to review the processes.

This has to go deeper than the flat out NO's that we been receiving from other levels of Governments during the last 15 years. Our closest neighbor Sussex (I know its town owned streets) has a higher AADT on streets than the requested streets in the Village Fundy-St. Martins but yet our members can't enjoy Gas, Food or accommodations on our trail systems. There is approximately 30 Air BNB's plus 3 campgrounds, and over 20 businesses along the requested routes that these HUP's could benefit.

Let's get together and work through any problems, questions or concerns. I highlighted below some answers to review.

Stephen Beaulieu  
On behalf of SJATV #35

**Agreements must be in place for all private property use coming off of/ entering the highway right-of-way.**

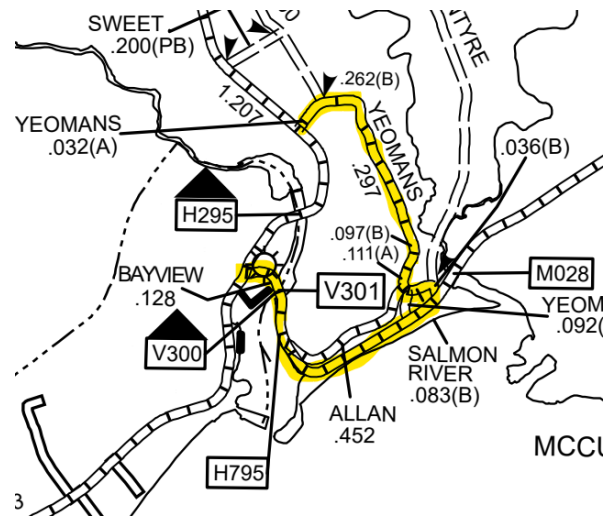
**Policy states maximum of 1 km of off-road vehicle use for designated roadways unless low volume traffic (less than 200 vehicles a day) then maximum of 5 kms (not all roads are measured for AADT).**

35-001 Vaughan Creek and Main St – Municipal roads were not reviewed.

- Vaughan Creek – does not meet policy, total distance is approx. 11.683 km
  - Local A 1.207 km – 894 metres is paved/chip sealed, 313 metres is gravel
  - Local B 10.476 km, road looks to be gravel
  - Vaughan creek is a current unmaintained rd with less than 200 cars per day and a winter plowing category “D” road. It turns into a groomed ATV and Snowmobile managed trail by both federations in the winter.
  - Currently on Quad NB app as an approved trail.
- Yeomans Road – total distance of 0.891 km
  - Local A  $0.297 + 0.111 + 0.032 = 0.440$  km
  - Local B  $0.262 + 0.097 + 0.092 = 0.451$  km
  - This is a Gravel road towards the Cave-view restaurant.
  - Currently on Quad NB app as an approved trail.
- Salmon Road
  - Local B 0.083 km
  - This is a Gravel road towards the Cave-view restaurant.
  - Currently on Quad NB app as an approved trail.
- McIntyre
  - Local B 0.036 km
  - This is a Gravel road towards the Cave-view restaurant.
  - Currently on Quad NB app as an approved trail.
- Big Salmon River
  - Local B 0.685 km
  - This is a Gravel road towards the Cave-view restaurant.
  - Currently on Quad NB app as an approved trail.
- Bayview
  - Local B 0.128 km
  - This is a Gravel road towards the Cave-view restaurant. Restaurants are also Tourism destination ride locations.
  - Currently on Quad NB app as an approved trail.



- Main Street – does not meet policy.
  - Requested distance of 2.55 km.
  - There is a gas station at an approximate distance of 1.2 km
  - Equality towards all Businesses
  - Why is there a need to go to the other gas station at the end of Main Street?
  - There is approximately 30 Air BNB's plus 3 campgrounds, and over 20 businesses along the requested routes that these HUP's could benefit (Businesses want it). Restaurants and accommodations' are also Tourism destination ride routes.
  - AADT on the nearby section of Route 111 is 700.
  - Main Street Sussex is A lot more it has been allowed for few years now.



35-002 Taylor Lake and Route 111 – Route 111 has an AADT measurement of 4,300 near the requested highway usage.

- Taylor Lake – total distance 4.823 km. Does not meet policy (no registered AADT).
  - Local A distance 4.484 km, paved/chip seal
  - Public 0.339 km, gravel
  - This is another main trail head
- Route 111 is approximately 1.0 km from Taylor Lake to gas station.
- The Pizza Shack / Shell is a Sponsor of the Club - it would be nice to have this Access on the West side of our Trail System. Restaurants are also Tourism destination ride locations.

### 35-003 Porter Road and Town Plot Road

- Porter Road total length looks like 5.651 km, instead of the requested 3.3 km. Porter Road is Public.
- Currently on Quad NB app as an approved trail.
- Town Plot Road increased to 4.283 km (requested distance was 4.2km). Local "B", gravel road. Does not meet policy.
- Allows loops so you can form a route within the trail system.
- Currently on Quad NB app as an approved trail.

35-004 Route 820 and Drawlin Road – Drawlin Road does not meet policy. The gas station is closed, and all that remains is a convenience store/NB Liquor Agency. Is this really needed?

It like the Quaco road and many other. It's access for local residents (members) to access the trails, It will also be a tie to Hampton ATV club, Plus local support for the convenience store.

- Route 820
  - Local 125 metres instead of 112 metres
- Drawlin Road – Total distance 6.811 km
  - Local "A" for 3.711 kilometres (2.036 and 1.675). Does not meet policy.
  - Local B for 3.1 kilometres. Does not meet policy.

### 35-005 Route 111

- Route 111 is a Collector with a traveled distance of 530 metres to connect Henry Lake to an ATV trail.
- Currently on Quad NB app as an approved trail
- Allows loops so you can form a route within the trail system.

### 35-006 Vaughan Creek and Saddleback .....This connects us to the Sussex ATV club trails too.

- Saddleback – 2.813km, Public (Not Maintained) – looks to be a dirt road for requested section.
  - There are structures along Saddleback Road that are past the cemetery
  - It is a current unmaintained rd with less than 200 cars per day, It turns into a groomed ATV and Snowmobile managed trail by both federations in the winter.
  - Currently on Quad NB app as an approved trail.

- Vaughan Creek – 6.304km (distance requested from ATV Federation was short – 2.1km), Local B – looks to be a dirt road. Does not meet policy.
  - On the QuadNB website, there is an existing Trail 3505 that exits onto private property, it would only need 1.572 km of Vaughan Creek to exit onto and minimize highway usage.
  - If the complete section of Vaughan Creek is permitted, it will create a loop with the existing Trail 3505.
  - Vaughan creek is a current unmaintained rd with less than 200 cars per day and a winter plowing category “D” road. It turns into a groomed ATV and Snowmobile managed trail by both federations in the winter.
  - Currently on Quad NB app as an approved trail.

Village of Fundy-St. Martins  
73 Main Street, Unit 2  
St. Martins NB E5R 1B4  
email: info@fundystmartins.ca



# Council Report

**Topic:** Dog Control By-law

**Date:** April 1, 2025

**Author:** Andrew Fry (CAO)

## Request/Recommendation

Recommend adopting By-Law #13 Dog Control (Village of Fundy-St Martins 2025) in order to create a single Dog Control By-law which applies to the entire municipality.

Dog Control By-law will be enforced through a contract with the NBSPCA.

## Resolution/Motion

### **Dog Control By-law (Third Reading and Enactment)**

I \_\_\_\_\_ do hereby put forth a motion to recommend Third Reading and enactment of By-law #13 the Dog Control By-law for the Village of Fundy-St. Martins by title

## Background and Considerations

- Provincial Dog Regulation was adopted alongside a 5-year contract with the NBSPCA which both expired on February 1, 2025. VOFSM was asked by the Province of NB to establish our own contract with the NBSPCA and to adopt/extend our Dog Bylaw to include areas outside the former village beginning in 2025.
- Responsibility for Dog Control Bylaws in Villages, Towns or Cities rests entirely with these municipalities as the Provincial Dog Regulation only applies to LSDs and rural areas that are not part of an incorporated municipality

- Former Village of St. Martins had a Dog Regulation (1977) but no By-law exists for VOFSM outside the former village.
- Adoption of a new Dog Control By-law will support effective and efficient implementation of NBSPCA's operations throughout VOFSM.
- This updated version of the Bylaw includes input from the NB SPCA and from Sara Pridham (Stoneybrook Veterinary Clinic) including;
  - By-law reformatted to be a stand-alone by-law of the municipality and not a by-law by reference
  - Registration of dogs with dog tags has been changed to a recommendation as this more accurately reflects the application of this piece of the by-law (no intention of SPCA to confiscate dogs simply because they are not wearing a dog tag, but strongly encouraged)
  - Change to requirement that dogs wear a collar – now recommends owners have a means for their dog to be identified; either have their dog wear a collar with dog tags installed or have a microchip identifying the owner and their contact information
  - Removal of references related to destroying seized dogs for all cases except biting (SPCA says this is not something they do, except in cases of dogs attacking people or other dogs)
  - Removal of references related to impounding dogs that bite (dogs with aggression issues are not placed in shelters due to risk of attacking other dogs)

#### Attachments or supporting documentation

- VOFSM Dog Control By-law (2025)



**BY-LAW NO. 13**

**DOG CONTROL BY-LAW**

**A BY-LAW RESPECTING DOG CONTROL IN THE VILLAGE OF FUNDY-ST. MARTINS**

The Council of the Village Fundy St. Martins, under the authority vested in it by the Local Governance Act, SNB 2017, c18;

WHEREAS Section 10(1)(k) of the Local Governance Act states that a local government may make by-laws for municipal purposes respecting wild, domestic, and exotic animals and activities in relation to them, including dog control activities;

AND WHEREAS Sections 10(2)(c) and (d) of the Local Governance Act state that a local government shall make by-laws imposing a requirement that animals be vaccinated against rabies, and

prescribing requirements for the proof of vaccination of dogs or requirements for the assessment of the effectiveness of a previous vaccination;

BE IT ENACTED by the Council of the Village of Fundy-St. Martins as follows:

**1) TITLE**

a) This by-law shall be cited as the “Dog Control By-law”

## 2) PURPOSE

- a) This by-law is enacted for the purpose of dog control.

## 3) DEFINITIONS

- a) "Dog at large" means an unleashed dog
  - I. in a public place,
  - II. on private property other than the owner's, or
  - III. in a forest or wooded area while not in the company or under the supervision of the owner.
- b) "Dog Control Officer" means the person(s), group, or organization appointed by the Council to administer this by-law.
- c) "Owner" means a person who
  - I. is in possession of a dog,
  - II. harbours a dog,
  - III. is a registered owner of a property (according to Service NB) where a dog is allowed or permitted to remain,
  - IV. registers a dog under this by-law.
- d) "Society" means the NB Society for the Prevention of Cruelty to Animals
- e) "Council" means the municipal council Fundy-St. Martins
- f) "Municipality" means The Village of Fundy-St Martins, also know as the Village.

## 4) APPLICATION

- a) This by-law applies to all areas of the Village of Fundy-St. Martins.

## 5) OPERATIONS

- a) The Village of Fundy-St. Martins may engage the services of a Dog Control Officer to carry out the operations of the control of dogs in the Village of Fundy-St. Martins.
- b) The Dog Control Officer shall administer the Village of Fundy-St. Martins Dog Control By-law #13 and its revisions and updates, for the control of dogs within the Village of Fundy-St Martins.

## 6) REPEAL OF EXISTING BY-LAWS

- a) The enactment of this by-law repeals the following by-laws:
  - i) By-law #5 Village of St Martins Dog Regulation
- b) The repeal of the above by-laws shall not affect any penalty, forfeiture or liability, incurred before such repeal, or any proceeding for enforcing the same completed or pending at the

time of repeal; nor shall it repeal defeat, disturb, invalidate, or prejudicially affect any matter or thing whatsoever completed, existing, or pending at the time of repeal.

## 7) REGISTRATION AND LICENSES

7 (1) The owner of a dog is encouraged to ensure that it is registered in accordance with subsection (3) or (7)

7 (2) A person who becomes the owner of a dog may register the dog with the society or a dog control officer within 30 days by completing the form provided by the society and paying a fee referred to in subsection (3).

7 (3) An owner may pay to the society or a dog control officer one of the following fees:

- a) if registration is for a one year period, \$15;
- b) if registration is for a two year period, \$25; or
- c) if registration is for a three year period, \$35.

7 (4) A registration shall expire at the end of the period referred to in paragraph (3)(a), (b) or (c), as the case may be.

7 (5) An owner may renew a registration of a dog before the registration expires, and the provisions of this section apply with the necessary modifications to the renewal.

## 8) PROOF OF REGISTRATION

8 (1) On registration or renewal of a registration of a dog, the society or the dog control officer shall issue to the owner a certificate or receipt of registration and a tag showing the number under which the dog is registered.

8 (2) On receiving a registration tag, an owner shall attach and keep attached the tag to the collar of their dog.

8 (3) On application by the owner and on payment of a fee of \$5, a registration tag which is lost may be replaced by the society or a dog control officer.

## 9) IDENTIFICATION OF DOGS

9 (1) An owner of a dog may ensure that either;

- a) the dog wears a collar displaying the registration tag at all times, other than when the dog is in an enclosure such as a kennel or the owner's residence, or,
- b) that the dog has been fitted with a microchip allowing the Dog Control Officer to identify and contact the owner



#### 10) VACCINATED AGAINST RABIES

10 (1) An owner of a dog that has not been vaccinated against rabies shall cause the dog to be vaccinated against rabies within 10 days after;

- a) acquiring the dog if the dog is three months of age or more, or
- b) the dog has reached the age of three months.

#### 11) SEIZURE OF DOG AT LARGE

11 (1) A dog control officer shall seize and impound any dog at large and

- a) if the owner is known, notify the owner that the dog is seized and impounded, or
- a) if the owner is not known or if the owner is known but cannot be located, give public notice, including by or through the website of the society or by any other public information media, that the dog is seized and impounded.

11 (2) A notice under paragraph (1)(a) or (b) shall state that the dog has been impounded and may be sold or placed for adoption 72 hours from the time of giving the notice, unless the owner, or anyone on the owner's behalf, claims the dog and pays the costs set out in subsection (3).

11 (3) Before releasing a dog that has been seized in accordance with this by-law, as the case may be, a dog control officer shall collect from the owner the sum of \$15 for each day or part of a day during which the dog has been impounded and maintained.

11 (4) If an owner, or anyone on behalf of the owner, does not claim a dog within 72 hours from the time of giving the notice under paragraph (1)(a) or (b) or does not pay the costs set out in subsection (3), a dog control officer may sell or place for adoption the dog.

11 (5) When a dog control officer sells a dog or places a dog for adoption, the dog control officer shall collect from the person who purchases or adopts the dog, at the time of the sale or adoption, the total of all costs of seizing, impounding and maintaining the dog.

#### 12) DOG KNOWN OR SUSPECTED OF BEING RABID

12 (1) A dog that is known to be or suspected of being rabid shall be considered dangerous.

12 (2) Despite section 11, a dog control officer shall seize immediately any dog that is known to be rabid.

12 (3) A dog control officer who seizes a dog under subsection (2) shall notify as soon as possible the owner, if the owner is known.

#### 13) DOG ALLEGED TO HAVE BITTEN

13 (1) A dog control officer may seize a dog that is alleged to have bitten or to have attempted to bite a person and to prescribe mandatory restrictions such as muzzling, on leash at all times, not to be

tethered outside unless in a fenced in area, and any other appropriate measures to ensure the public's safety until the proceedings under subsection (2) have taken place.

13 (2) A judge of the Provincial Court before whom a complaint has been laid alleging that a dog has bitten or attempted to bite a person may summon the owner to appear and show cause why the dog should not be destroyed and may, if from the evidence produced it appears that the dog has bitten a person, make an order directing;

- a) that the dog be destroyed, or
- b) that the owner of the dog keep the dog under control.

#### 14) TRANQUILIZING DEVICES AND MANNER OF DESTROYING DOGS

14 (1) In the course of carrying out their duties under this Regulation, a dog control officer is authorized to make use of tranquillizing devices on dogs.

14 (2) When destroying a dog under this Regulation, a dog control officer shall do so in a humane manner in accordance with the standards specified in Schedule B of New Brunswick Regulation 2000-4 under the *Society for the Prevention of Cruelty to Animals Act*.

#### 15) PROHIBITIONS

15 (1) An owner shall not

- a) allow their dog to be at large,
- b) allow their dog to chase or run after pedestrians or motor vehicles, or
- c) allow their dog to defecate on any public or private property, other than the property of the owner. The owner shall remove such defecation immediately. This subsection does not apply to seeing-eye dogs.
- d) allow their dog to bark incessantly to the extent that annoyance is caused to the public.

15 (2) No person shall

- a) interfere or attempt to interfere with a dog control officer while the officer is seizing or impounding a dog in accordance with the Act or this Regulation, or
- b) not being the owner, remove a collar or registration tag from a dog.

#### 16) OFFENCES

16 (1) A person who violates or fails to comply with section 9 or 10 or paragraph 15(1)(a), (b), (c) and (d) or 15(2)(a) or (b) commits an offence punishable under Part 2 of the *Provincial Offences Procedure Act* as a category B offence.

16 (2) For greater certainty, section 146 of the Act applies when a person violates or fails to comply with an order made under subsection 13(2).

17 ENACTMENT

17 (1) IN WITNESS WHEREOF the local government of the Village of Fundy-St. Martins has caused its corporate seal to be affixed to this by-law.

READ FIRST TIME: \_\_\_\_\_

READ SECOND TIME: \_\_\_\_\_

READ THIRD TIME AND ENACTED: \_\_\_\_\_

\_\_\_\_\_  
Mayor—Jim Bedford

\_\_\_\_\_  
Clerk/Treasurer—Jean McCumber

Village of Fundy-St. Martins  
73 Main Street, Unit 2  
St. Martins NB E5R 1B4  
email: info@fundystmartins.ca



# Council Report

**Topic:** Light Duty Truck Borrowing Resolution

**Date:** April 1, 2025

**Author:** Andrew Fry (CAO)

## Request/Recommendation

As part of the procurement process for light duty trucks for the Fire Department, VOFSM must submit an application and receive approval from the Municipal Capital Borrowing Board to enter into financial commitments lasting more than 1 year, which would be the case as this proposed procurement would be 5-year leases.

In order to receive approval, VOFSM must submit the following documents (which are attached to this report);

- Statement of Affirmation
- Form 1
- Council Resolution

## Resolution/Motion

I \_\_\_\_\_ do hereby put forth a resolution that the Local Government of Village of Fundy-St. Martins submit to the Municipal Capital Borrowing Board an application for authorization to borrow for leasing of light duty trucks for a 5 year term in the amount of \$150,000

I further authorize staff to sign and submit the following documents as part of the application process;

1. Statement of Affirmation of compliance with, respect for Section 6(1) of the Municipal Capital Borrowing Act
2. Form 1: Application for Authorization to enter into a lease, lease-purchase or purchase arrangement

#### Background and Considerations

- As part of the 2025 Operating Budget, VOFSM allocated funds to purchase 2 light duty trucks (1/2 ton for Simonds, ¾ ton for St. Martins)
- In order to establish a multi-year payment arrangement, approval must be granted from the Municipal Capital Borrowing Board.
- Following approval from MCCB, CAO will
  - complete procurement process and
  - return to Council with request to enter into leasing agreements

#### Attachments or supporting documentation

- Statement of Affirmation
- Form 1
- Council Resolution

## STATEMENT OF AFFIRMATION

**To: Department of Environment and local government**

**Re: *Municipal Capital Borrowing Act*, subsection 6(1)**

6(1) Except as provided in this Act, every municipality, before obtaining money for a capital expense either by way of a loan or by the issue of debentures, or before guaranteeing the repayment of any loan or issue of debentures made for a capital expense, shall obtain the authorization in writing of the Board so to do.

I, (Jean McCumber, Clerk/Treasurer) for the Municipality of Village of Fundy-St. Martins, hereby affirm that the Municipality of Village of Fundy-St. Martins is in compliance with, and will respect Section 6(1) of the *Municipal Capital Borrowing Act* for the amount of \$ \$150,000 on the 1st day of April, 2025.

Sincerely,

\_\_\_\_\_  
Name  
Title

\_\_\_\_\_  
Date

**FORM 1**

**APPLICATION FOR AUTHORIZATION**

The Local Government of the Village of Fundy-St Martins submits to the Municipal Capital Borrowing Board an application for authorization to borrow money (or to guarantee the repayment of money borrowed or the enter into a lease, lease-purchase or purchase arrangement) in an amount not to exceed \$ 150,000 for the following:

<u>PURPOSE</u>	<u>TERM</u>	<u>AMOUNT</u>
<u>Protective Services</u>		
Light Duty Trucks (2) Lease-purchase	5 years	\$150,000

This application is made pursuant to Section 1.1 (or Subsection 4(1)) (or Section 1.1 and Subsection 4(1)) of the Municipal Capital Borrowing Act and a resolution of the Council of the Village of Fundy-St. Martins on April 1st, 2025.

Dated this   1st   day of   April  , 2025  .

\_\_\_\_\_  
Clerk

## Resolution of Council

“That the Local Government of Village of Fundy-St. Martins submit to the Municipal Capital Borrowing Board an application for authorization to borrow for a capital expense for the following term and amount: “

<u>Purpose</u>	<u>Amount (\$)</u>	<u>Term</u>
<u>Protective Services</u>		
Light Duty Trucks (2)	\$150,000	5 Years

I certify that the above is a true and exact copy of a resolution passed by the council of the Local Government of Village of Fundy-St. Martins on the 1st day of month of April, 2025.

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Clerk



Village of Fundy-St. Martins  
73 Main Street, Unit 2  
St. Martins NB E5R 1B4  
email: info@fundystmartins.ca



# Council Report

**Topic:** Outdoor Field Rental Policy

**Date:** April 1, 2025

**Author:** Marianne Langille Program and Events Coordinator

## Request/Recommendation

Council has been asked to provide a resolution to approve the rental agreement policies and costs for the outdoor fields located at 2551 Route 111, St. Martins NB E5R 1E9 – Soccer field located at the 4 Season Complex and 73 Main St. St. Martins NB E5R 1B4 – Baseball field located behind the Village of Fundy-St. Martins office.

## Resolution/Motion

### Support for Outdoor Field Rental Policy

I \_\_\_\_\_ do hereby put forth a motion to adopt the Outdoor Field Rental Policy.

## Background and Considerations

The proposed rental policy promotes efficient and effective operation of the newly revamped ballfield and the newly opened soccer field. These fields are owned and operated by VOFSM and as such it is important to adopt this operating policy and to ensure that appropriate agreements are in place to support use of the fields.

The proposed rental rates are similar to those in place in the region and promote accessibility for youth programming and will provide for some cost recovery.

Council received a presentation and discussion regarding the proposed rental policy the March 18, 2025 Committee of the Whole meeting, wherein members of the community also posed questions and engaged in discussion.

Attachments or supporting documentation

- Outdoor Field Rental Policy
- Outdoor Field Rental agreement



## Outdoor Field Rental Policy

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### Purpose

The purpose of this policy is to provide clear guidelines for the use, booking, and maintenance of outdoor recreation fields within the Village of Fundy-St. Martins (VOFSM). Fields should be used in an equitable, safe, and organized manner, fostering the continued enjoyment by the public while maintaining the integrity of the fields.

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### Field availability

The following fields are available for community use through the Village of Fundy-St. Martins:

- **Season Complex Soccer Field**  
Location: 2551 NB-111, St. Martins, NB E5R 1E9
  - **St. Martins Community Ball Field**  
Location: 73 Main St, St. Martins, NB E5R 1B4
1. Seasonal Availability: The fields will be available for booking between May 1 and November 1 each year. \*Pending weather
  2. Daily availability/schedule: Fields will be made available for bookings weekdays from 6:00 p.m. – Dusk and on weekends from 9:00 a.m. – Dusk
  3. Special arrangements can be made if an earlier time is required but must be previously arranged with the VOFSM
- 

### Maintenance and General Use

1. **Basic Maintenance:**  
Basic maintenance is scheduled from 9:00 a.m. to 1:00 p.m., Monday through Friday. Fields will not be available for regular booking during this time.

- If fields are required during this time, teams or leagues must inform staff at the time of booking so that special arrangements can be made.
- 2. **Garbage Removal:** The VOFSM is responsible for garbage removal, typically carried out on Mondays and Fridays. Teams and leagues are encouraged to remind players to pick up litter after each game.
- 3. **Soccer Nets:** Soccer nets will be provided and installed by the VOFSM. Nets should not be relocated without prior approval.
- 4. **Pitcher Plates and Mounds:**  
Any changes to the pitchers' plates or mounds must first be approved by the VOFSM and Events Coordinator to ensure minimal disruption to other users of the fields.
- 5. **Infield Mix:**  
Infield mix will be provided. Leagues and teams are encouraged to use this mix to fill any holes between games. It is important to use only the mix supplied to maintain consistency across the field.
- 6. **Additional Maintenance:**  
Users requiring maintenance beyond the basic services provided by VOFSM must seek approval from the VOFSM before taking any action. This is especially relevant for tournaments or special events.
- 7. Groups and organizations are responsible for the lining of the fields. VOFSM will provide the equipment to do so and can be picked up from the 4 Season Complex and returned after use. If you require lines to be completed by VOFSM, please give at least two weeks notice and an additional cost will be applied.

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## Booking Requirements and Process

A facility booking will be considered complete when;

- Required facility booking information (below) is submitted to the VOFSM
- Payment is received, and,
- a confirmation is issued to the renter by the VOFSM (email).

The following information is required by the VOFSM in advance of any facility bookings;

1. **Group Representative Information:**  
Name of the designated group representative.
2. **Group Name:**  
Official name of the group making the booking.
3. **Proof of Liability Insurance:**  
A valid certificate of liability insurance, covering the duration of the rental period.
4. **Booking Date(s) and Time(s):**  
The specific date(s) and time(s) the rental is scheduled for.
5. **Total Cost of Booking:**  
The full amount due for the rental.
6. **Payment Method:**  
The method by which payment will be made (e.g., check, bank transfer, etc.).
7. **Payment Status:**  
Confirmation that payment was made (Date/time).

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## Fees and Charges

The fees for using the outdoor fields are reviewed annually as part of the VOFSM budget process. Upon adoption of this policy, booking fees will be established as outlined below:

- **Youth Teams (18 years and under):**  
Fee: \$13.00 (taxes included) for a 2-hour booking.
- **Adult Teams (19 years and over):**  
Fee: \$28.00 (taxes included) for a 2-hour booking.
- **Tournaments**  
Fee: \$100.00 (taxes included) for each day.

**Maintenance/Special Request Fees:** Basic maintenance is covered by the VOFSM; however, any additional maintenance or special requests (e.g., for tournaments, field lining) must be coordinated with the VOFSM and may be subject to an additional maintenance/special request fee which is set at \$30/hour of work required.

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## Booking Tournaments

Tournaments that fall outside of regular league schedules must be approved by the VOFSM

- **Booking Requirements:** Tournament requests should be submitted at least one week in advance by calling 506 833 2010 or emailing [info@fundystmartins.ca](mailto:info@fundystmartins.ca)

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## Unplayable Fields

A field will be considered “unplayable” if the following conditions are present before maintenance or during a game:

- **Visual Ponding:** Water visibly pooled on the field.
- **Step Test:** Water sponging up when walking on the field, or the foot sinking into the muddy surface.

If teams arrive to find these conditions present, they should refrain from playing to avoid injury or further damage to the field. Teams are responsible for assessing field conditions and notifying staff if necessary. The decision to close the fields due to weather conditions will be made by the

VOFSM. We will monitor weather forecasts and conditions leading up to the rental date and make a final determination.

**Cancellation by VOFSM**

1. The VOFSM reserves the right to cancel field bookings due to weather, maintenance issue or other issues which pose a risk to the users or the field.
2. In the event that VOFSM cancels the booking, a full refund will be issued to the renter.

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**Refunds for Cancellation**

**Cancellation by the Group:**

1. **Cancellation 48 Hours or More Prior to Rental Date**  
Cancellations made at least 48 hours before the scheduled rental date and time will qualify for a full refund of the total booking amount.
1. **Cancellation Less Than 48 Hours Prior to Rental Date**  
Cancellations made within 48 hours of the scheduled rental date and time will result in a retention of 50% of the total booking cost. The remaining balance will be refunded.

We encourage all teams to monitor weather conditions and provide timely notice in the event of a cancellation. However, the final decision regarding field closures will rest with our office. We recommend notifying us as early as possible in the event of a cancellation to avoid the retention of payment.

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**Coordination and Inquiries**

All bookings and inquiries related to the use of outdoor fields should be directed to the Village of Fundy-St. Martins:

- **Village Office**  
Phone: 506 833-2010  
Email: [info@fundystmartins.ca](mailto:info@fundystmartins.ca)

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	Resolution	Date / Signature
Adopted		
Amended		

OUTDOOR FIELD RENTAL AGREEMENT

BETWEEN

THE VILLAGE OF FUNDY- ST. MARTINS  
AND  
“RENTER” OF OUTDOOR FIELDS

**RENTER INFORMATION:**

Group Name: \_\_\_\_\_

Group Representative

- Name: \_\_\_\_\_
- Phone Numbe: \_\_\_\_\_
- Email Addres \_\_\_\_\_

Proof of Liability Insurance provided: Yes / No

Payment Method: \_\_\_\_\_

(etransfers can be made to the following) [vilstmar@nbnet.nb.ca](mailto:vilstmar@nbnet.nb.ca)

Payment Status: \_\_\_\_\_

**ACTIVITY/EVENT:**

Date of Rental: \_\_\_\_\_

Start and end time for Rental: \_\_\_\_\_

Approximate number of participants: \_\_\_\_\_

Event Description: \_\_\_\_\_

**RENTAL FEES:**

RENTAL FEE (TOTAL): \$ \_\_\_\_\_

Youth Teams (18 years and under):

Fee: \$13.00 (taxes included) for a 2-hour booking.

Adult Teams (19 years and over):

Fee: \$28.00 (taxes included) for a 2-hour booking.

Tournaments

Fee: \$100.00 (taxes included) for each day.

## Conditions of Rental Agreement

1. A rental is not considered confirmed until rental fees are paid. Failure to pay prior to the rental date will result in a cancellation of the event. Arrangements can be made for payment through the Village of Fundy-St. Martins
2. Rentals are booked on a first come, first served basis.
3. The Village of Fundy-St. Martins reserves the right to refuse the use of any Village owned or operated facility or property.
4. The Village of Fundy-St. Martins reserves the right to cancel or amend this Agreement in an emergency or due to circumstances beyond its control, i.e., Weather Conditions
5. The Village of Fundy-St. Martins is not responsible for items and/or equipment left on the premises before or after a function.
6. Renters are not to remove any equipment without prior consent of the the Village of Fundy-St. Martins
7. The Village of Fundy-St. Martins s not responsible for any damages sustained by the Renters. Renters are also responsible for the behavior of their guests and must leave the facility as they found it.
8. Clean-up will take place immediately following the event unless alternate arrangements have been made with the Village of Fundy-St. Martins at the time of the booking.
9. Garbage must be put in the appropriate waste containers.
10. Smoking or Vaping is not permitted within 15' of the entrances.
11. Open liquor is not permitted on the premises as per **L-10** - Liquor Control Act of New Brunswick.
12. The renter will not make or permit to be made any noise within the Village of Fundy-St. Martins likely to cause a public nuisance or otherwise disturb the inhabitants of the Village between 12 midnight and 6 am. A noise likely to cause a public nuisance or otherwise disturb the inhabitants shall be deemed to be any noise or sounds of



such volume or of such nature as to cause annoyance to residents of the Village including shouting, singing, whistling, music, motor vehicles (including motorcycles and motor bikes), snowmobiles, pneumatic hammers, construction equipment and machinery and animal noises.

13. All rentals are required to give 48 hours cancellation notice. If cancelled by stated time, monies will be refunded. If cancellation occurs less than 48 hours before the rental, 50% of rental fees will be given. A full refund will be given if weather conditions deem the outdoor field unusable.
14. Organizations must carry insurance ( \$2M General Liability) for their event/program. A certificate of insurance must be provided naming the Village of Fundy- St. Martins as additional insured and offering a 30-day notice of material change or cancellation. The dates of coverage should also encompass the start-up and finishing dates.

**INDEMNIFICATION**

All users shall, by signing this “Rental Agreement”, hold harmless the Village of Fundy- St. Martins, its officers, and employees from and against all liabilities, claims, expenses, demands, loss, costs, damages, actions, suits, or other proceedings, by whomsoever made them, directly or indirectly arising out of the even attributable to bodily injury, sickness, disease, death, or damage to or destruction of tangible property caused by any acts or omissions of the Renter, it’s officers, agents, customers, invitees, or licenses, or occurring in or on the premises or any part thereof and, as a result of Activities under this proposal.

**I HAVE READ, UNDERSTAND AND AGREE TO ALL OF THE CONDITIONS STATED ABOVE AND ACKNOWLEDGE SUCH BY SIGNING BELOW.**

Renter’s Signature: \_\_\_\_\_

Renter’s Name (Please Print): \_\_\_\_\_

Date: \_\_\_\_\_

Village of Fundy-St. Martins  
73 Main Street, Unit 2  
St. Martins NB E5R 1B4  
email: info@fundystmartins.ca



# Council Report

**Topic:** 4 Seasons Complex Advertising Policy

**Date:** April 1, 2025

**Author:** Marianne Langille Program and Events Coordinator

## Request/Recommendation

Council has been asked to provide a resolution to approve the Advertising Policy at the 4 Seasons Complex located at 2551 Route 111. It is my recommendation to approve this policy to gain additional revenue from sales of advertising and as a means of working collaboratively to promote local businesses.

## Resolution/Motion

### Support for 4 Seasons Complex Advertising Policy

I \_\_\_\_\_ do hereby put forth a motion to adopt the 4 Season Complex Advertising Policy.

## Background and Considerations

Staff presented the opportunity and details for implementing advertising through coroplast signs and logos on the Zamboni at the 4 Seasons Complex. This initiative aims to generate additional revenue for the 4 Season Complex, promote local businesses, and enhance community engagement.

Staff will ensure that advertisements do not obstruct the visibility of the rink, detract from the overall aesthetic of the facility and that they align with the values of the 4 Season Complex and the local community.

Revenue generated through this initiative would be retained by the village and could be directed towards maintenance, equipment and other improvements to the 4 Seasons Complex or to fund specific programs aimed at supporting the community's recreational needs.

Council received a presentation and discussion regarding the proposed advertising policy at the March 18, 2025 Committee of the Whole meeting, wherein members of the community also posed questions and engaged in discussion.

#### Attachments or supporting documentation

- 4 Seasons Complex Advertising Policy



## 4 Seasons Complex Advertising Policy

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### Purpose

The 4 Season Complex in Fundy-St. Martins is a central gathering place for residents, visitors, and regional organizations. As the demand for services and activities continues to grow, so does the need to explore additional revenue streams that can help sustain and enhance the facilities available to our residents. A formalized sponsorship policy that leverages advertising opportunities at the 4 Season Complex is a method of revenue generation that is adopted at most arenas and through this policy will be formally installed at the 4-Seasons Complex

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### Program Overview

Local and regional businesses and organizations with an interest in advertising at the 4-Seasons Complex would be offered the following opportunities:

- 1. Advertising Signs:**  
Installation of Coroplast signs in the facility to feature sponsor logos and messages. The signs would be placed on the walls of the arena in the 4 Season Complex. Sponsors can purchase 4' x 8' Coroplast signs and have their logo on them for display.
  - 2. Zamboni Advertising:**  
The Zamboni is an iconic feature at our ice rinks and an ideal platform for advertising. By allowing sponsors to place their logos or advertisements on the Zamboni, we can generate ongoing visibility during every ice resurfacing session.
- 

### Fee Structure

The following fee structure will be implemented through contracts with interested parties. To encourage ongoing commitments, the program will offer discounted rates for multi-year commitments. Note that HST is not included in the posted fees.

### 4' x 8' Indoor Advertising Signs

1 year commitment	3-year commitment
\$750	\$1750

### Zamboni Advertising

Location	1 year commitment	3-year commitment
A	\$500	\$1100
B	\$440	\$1040
C	\$500	\$1100
D	\$475	\$1075
E	\$385	\$ 985
F	\$475	\$1075
G	\$330	\$ 930
H	\$330	\$ 930
I	\$340	\$ 940
J	\$350	\$ 950
K	\$340	\$ 940



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## Implementation Process

### 1. **Public Announcement of opportunities:**

In order to promote fairness in access to this program, at a minimum of annually a communications campaign (letters, web, social media) will announce the program and outline the process for participation. This could include outreach to Chamber of Commerce members, tourism organizations, and regional businesses.

### 2. **Design & Installation of Signs:**

- Once agreements have been established with interested parties, the Village of Fundy-St. Martins will work with a local sign manufacturer to fabricate the required advertisements.
- Fabrication and installation costs will be the responsibility of the Village of Fundy-St. Martins and are accounted for in the advertising fee structure.
- Individual businesses will not be permitted to fabricate and supply their own signage in order to ensure consistency and quality of advertisements. VOFSM will have final approval of all design on the Zamboni and wall signs and has the right to reject designs which are offensive or otherwise considered inappropriate.

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## Use of Revenues

### 1. Revenues generated from this program will:

- be tracked and reported to Council on an annual basis
- be deposited into the Village of Fundy-St. Martins operating revenue and will be accounted for and re-allocated to support operations through the annual budget process.

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	Resolution	Date / Signature
Adopted		
Amended		



## Advertising Contract

### 1. Advertising Opportunity

The Village of Fundy-St. Martins agrees to provide the following advertising opportunities to the Sponsor. Please refer to the 4-Seasons Complex Advertising Policy for pricing and details (select all that apply):

\_\_\_ **Zamboni Advertising**

- Location of advertisement \_\_\_\_\_
- Duration of advertising agreement (1 or 3 years) \_\_\_\_\_
- **Total fee for advertisement** \_\_\_\_\_

\_\_\_ **4' x 8' Signage**

- Location of advertisement \_\_\_\_\_
- Duration of advertising agreement (1 or 3 years) \_\_\_\_\_
- **Total fee for advertisement** \_\_\_\_\_

### 2. Payment Terms

- All payments for the Advertising Services will be due within seven (7) days of signing of this agreement
- Payments should be made to the Village of Fundy-St. Martins, cheque, cash or etransfer to [vilstmar@nbnet.nb.ca](mailto:vilstmar@nbnet.nb.ca)

### 3. Sponsor's Responsibilities

The Sponsor agrees to provide the Village with the following:

- Logos, artwork, or messaging for Zamboni/signage in accordance with the specifications provided by the Village of Fundy St-Martins.
- Any other materials or information necessary to implement the advertising services within the agreed timelines.

#### 4. Village's Responsibilities

The Village agrees to:

- Fabricate and display the Sponsor's logo/message on the Zamboni and indoor signage in a professional and visible manner.
- Ensure the signage is maintained and properly displayed throughout the term of this Agreement.
- Provide the Sponsor with a mock-up of the Zamboni/signage for approval prior to installation.

#### 5. Intellectual Property

The Sponsor retains all intellectual property rights to their logos and messaging. The VOFSM will only use these materials for the purpose of fulfilling this Agreement. The Sponsor agrees to grant the VOFSM a non-exclusive, royalty-free license to use their logos and messaging for the term of this Agreement and for promotional purposes related to the advertisement.

#### 6. Liability & Indemnity

The Sponsor agrees to indemnify and hold harmless the Village of Fundy-St. Martins, its employees, agents, and contractors from any claims, liabilities, losses, damages, or expenses arising out of or in connection with this advertising agreement.

#### For the Village of Fundy-St. Martins:

Name: [Name]

Title: [Title]

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

#### For [Business Name]:

Name: [Name]

Title: [Title]

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Payment type/ received: \_\_\_\_\_

Date: \_\_\_\_\_





Good afternoon, friends of the 4 Season Complex in Fundy-St. Martins!

The 4 Season Complex in Fundy-St. Martins serves as a hub of activity for our community, providing a space for recreation, sports, and entertainment. This year, we are launching a sponsorship program as a means to provide promotional opportunities for local businesses and to generate incremental revenues that can be used to support upgrades and improvements to the 4-Seasons Complex.

For your business, the sponsorship opportunities provide excellent exposure to a large and diverse audience. With thousands of visitors annually, including players, families, and event-goers, your brand will be seen by a large number of individuals from all around the province. More specifically, the opportunities include;

- **Zamboni Decals:** Your company's logo or message will be prominently displayed on our Zamboni, which is seen by all visitors during events and rink maintenance.
  - **Pricing:** Please see attached diagram
- **Indoor 4' x 8' Signage:** We will place large, eye-catching signs with your company's branding in high-traffic areas inside the rink. These signs will be visible to everyone entering or attending events.
  - **Pricing:** \$750/season (+HST)

To support those who are interested in longer term opportunities, we offer a **discounted rate** for a **3-year sponsorship term**. This discounted rate supports ongoing commitments and recognizes that commitments also reduce our cost of offering these opportunities.

If you are interested in learning more about these sponsorship opportunities, please do not hesitate to contact me at 1 506 271 8805 or [mariannelangille@fundystmartins.ca](mailto:mariannelangille@fundystmartins.ca) . Thank you for considering this partnership, and we look forward to the opportunity of working together to continue providing a valuable resource to our community.

Warm regards,

Marianne Langille  
Program and Events Coordinator  
Village of Fundy-St. Martins

### Zamboni Signage

Location	1 year commitment	3-year commitment
A	\$500	\$1100
B	\$440	\$1040
C	\$500	\$1100
D	\$475	\$1075
E	\$385	\$ 985
F	\$475	\$1075
G	\$330	\$ 930
H	\$330	\$ 930
I	\$340	\$ 940
J	\$350	\$ 950
K	\$340	\$ 940



### 4' x 8' Indoor Rink Signage

1 year commitment	3-year commitment
\$750	\$1750

Village of Fundy-St. Martins  
73 Main Street, Unit 2  
St. Martins NB E5R 1B4  
email: info@fundystmartins.ca



# Council Report

**Topic:** Reserves Policy

**Date:** April 1, 2025

**Author:** Andrew Fry (CAO)

## Request/Recommendation

Recommend adopting Reserves Policy to set out consistent standards and guidelines for the establishment, management, and accounting of reserves and reserve funds within the Village of Fundy-St. Martins.

## Resolution/Motion

### Reserves Policy

I \_\_\_\_\_ do hereby put forth a motion to adopt the Reserves Policy to set out consistent standards and guidelines for the establishment, management, and accounting of reserves and reserve funds within the Village of Fundy-St. Martins.

## Background and Considerations

- In fall of 2024, Council began discussions about financial policies which could contribute to decision-making regarding the budget and finances of the Village of Fundy-St. Martins
- In March of 2025, CAO provided an overview of the draft Reserves Policy and identified a number of considerations related to this policy including:
  - Consideration of other types of reserve accounts including utility reserves and land reserves
  - Requirement to invest reserve funds

- Limits on operating reserves (5%) being a relatively low figure.
- In addition, since the March meeting, the following changes to the draft document have been made:
  - Addition of Utility Reserves to list of Reserve Funds Council may wish to establish (and which are permitted under Local Government regulations).
  - After discussion with VOFSM Accountant, removed minimum amount that could be transferred from Operating Reserve (\$100,000) as this figure does not come from provincial reserves policy and may create operating challenges for the municipality
  - Changed references to “Debt Management Policy” to “Long -term financial planning” to encompass a broader range of considerations
  - Re-formatted policy to combine related content into sections of document.

#### Attachments or supporting documentation

- VOFSM Reserves Policy 2025



## Reserves Policy

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### Purpose

The purpose of this policy is to:

1. set out consistent standards and guidelines for the establishment, management, and accounting of reserves and reserve funds;
  2. provide for unanticipated fluctuations in operating and capital activities;
  3. set aside funds for the replacement of existing equipment and facilities, as well as for future projects;
  4. provide for future operating and capital requirements, and
  5. inform decisions relating to long-term financial planning in order to minimize debt servicing costs.
- 

### Establishment and Management of Reserves

The establishment of, contributions to, withdrawals from and closure of an operating or capital reserve shall be approved by the Council of the Village of Fundy-St. Martins through resolution or by-law in accordance with the Local Governance Act and/or the Community Planning Act as follows:

1. General Operating Reserve Fund
  - a. A municipality may, by resolution, establish, manage and contribute to a general operating reserve fund for the payment of operating expenses.
  - b. The amount held in a general operating reserve fund shall not exceed five percent of the total expenditure that was budgeted for the municipality for the previous fiscal year.
  - c. Money held in a general operating reserve fund shall be used for no purpose other than the payment of operating expenses.
  - d. Every resolution respecting a contribution made to or a withdrawal from a general operating reserve fund in respect of a calendar year shall be made by December 31 of that calendar year and shall specify the dollar amount to the general operating reserve fund.

2. General Capital Reserve Fund
    - a. A municipality may by resolution establish, manage, and contribute to a general capital reserve fund for the payment of capital expenses.
    - b. Money held in a general capital reserve fund shall be used for no purpose other than the payment of capital expenses.
    - c. Every resolution in respect of a calendar year shall be made by December 31 of that calendar year and shall specify the dollar amount contributed to the general capital reserve fund.
  
  3. Utility Operating Reserve Fund
    - a. This fund balance cannot exceed 5% of the previous year's total utility operating budget.
    - b. Money held in a Utility Operating Reserve can only be used towards general operating expenses of the service or utility
    - c. Every resolution respecting a contribution made to or a withdrawal from a general operating reserve fund in respect of a calendar year shall be made by December 31 of that calendar year and shall specify the dollar amount to the general operating reserve fund.
  
  4. Utility Capital Reserve Fund
    - a. Money held in a Utility Capital Reserve can solely be used for Utility Fund capital expenses incurred by the municipality.
    - b. Every resolution in respect of a calendar year shall be made by December 31 of that calendar year and shall specify the dollar amount contributed to the general capital reserve fund.
  
  5. Land Reserve Fund
    - a. Per the Community Planning Act, funds received from the sale of land held for public purposes or cash in lieu from developers are to be paid into a special account, and the money in that account is to be used by City Council to acquire or develop land for public purposes.
- 

### **Adequacy of Reserves**

1. The adequacy of individual reserves shall be determined on a case-by-case basis and aligned with municipality's long-term financial planning.
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### **Funding Reserves**

1. Reserve funds will generally come from:
  - a. The excess of revenues over expenditures and one-time revenues; and

- b. Planned/budgeted amounts for reserves.
- 

**Investment of Reserve Funds**

- 1. Any money, including interest, within an operating reserve fund or a capital reserve fund shall be invested in accordance with the Trustees Act
  - 2. Any investment of reserve funds shall comply with the Trustees Act.
- 

**Temporary Borrowing from Reserves**

- 1. Temporary borrowing from reserves for short term cash flow management and internal financing is permitted, however the following conditions must be met:
    - a. Borrowing must not adversely affect the intended purpose of the reserve;
    - b. A plan to repay the reserve within a reasonable timeframe is required and must be documented; and
    - c. Borrowing must be approved by a Resolution of Council.
- 

**Annual Reporting**

- 1. The annual reporting of the Operating and Capital Reserve Funds shall be in accordance with the Local Governance Reserve Fund Regulation and the Community Planning Act.
- 

**Responsibilities**

- 1. Council shall:
  - a. Approve the Reserves Policy; and
  - b. Approve transactions to and from reserves by specific resolution.
  
- 2. The CAO shall:
  - a. Ensure compliance with the principles and mandatory requirements contained in this policy.
  - b. Develop and update this policy as necessary and present change to Council;
  - c. Perform the transfers to and from reserves and reserve funds as authorized by Council;
  - d. Recommend strategies for the adequacy of reserve levels;
  - e. Report to Council, the reserve balances and forecast as part of the annual budget process.

	Resolution	Date / Signature
Adopted		
Amended		