

TOWN OF ST. STEPHEN
REGULAR COUNCIL
73 MILLTOWN BLVD., SUITE 112
MONDAY, JANUARY 27, 2014 @ 7:00 P.M.

1. **PRAYER AND MOMENT OF SILENCE**
IN MEMORY OF FORMER MAYOR JED PURCELL

After the moment of silence, the following comments were made:

Mayor Quartermain

- Stated that Jed loved St. Stephen.
- Stated that Jed was instrumental in seeking funds for the Garcelon Civic Center.

Deputy Mayor Ames

- Stated that Jed put a mark on the Town and will always be remembered.
- Extended prayers to Jed's wife, Pat.
- Stated that Jed will be looking down on the Town when the Garcelon Civic Center's door opens.

Councill Maxwell

- Attended Jed's celebration of life service.
- Served as Deputy Mayor under Jed for four years, and stated that Jed only missed one meeting which allowed him to act as Mayor.
- Stated that Jed had lots of energy for not being a young Mayor.

2. **RECORDING OF ATTENDANCE**

PRESENT: Mayor John Quartermain; Deputy Mayor John Ames; Councillors Allan MacEachern, Mike Booth, Debbie MacDonald and Jim Maxwell; and Town Clerk Joan Flewelling.

ABSENT: Councillor Marg Harding.

3. APPROVAL OF AGENDA

AGENDA

Moved by Deputy Mayor Ames
Seconded Councillor MacEachern

09/14

THAT the Agenda be approved with one addition: The Town of St. Stephen's Garcelon Civic Center – Bell Aliant Agreements be added as 14. (o) under NEW BUSINESS. CARRIED

4. CONFLICT OF INTEREST

There were no conflicts of interest declared.

5. READING OF PETITIONS/PRESENTATIONS/PROCLAMATIONS

(a) Heart Month – February - Proclamation

Mayor Quartermain proclaimed the month of February 2014 as Heart Month:

Whereas the effects of heart disease and stroke are responsible for widespread suffering and create serious hardship in our community; and

Whereas the Heart and Stroke Foundation of New Brunswick is taking positive action to reduce disability and death from heart disease and stroke through:

- (1) a planned, priority research program to save lives
- (2) a public and professional heart health promotion program to prevent disease
- (3) supporting people living with heart disease and stroke to promote recovery, and

Whereas the Heart and Stroke Foundation of New Brunswick's Annual Person-to-Person Campaign is being conducted during the Month of February.

Now Therefore, I, John Quartermain, Mayor of the Town of St. Stephen, hereby proclaim the month of February 2014 as Heart Month in the Town of St. Stephen and urge all citizens to cooperate in the Heart Month Drive and all civic, social and fraternal organizations and business establishments to give this campaign the greatest possible support.

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(b) Heritage Week – Proclamation

Mayor Quartermain proclaimed the week of February 10 – 17, 2014 as Heritage Week and February 17, 2014 as Heritage Day:

WHEREAS the second week in February is provincially recognized as the time to celebrate our heritage; and

WHEREAS the third Monday in February is National Heritage Day in Canada; and

WHEREAS the significant heritage which we have inherited from our ancestors plays a vital role in providing a unique identity to our Town; and

WHEREAS our built heritage provides us with a legacy to be handed down for the benefit and enjoyment of future generations; and

WHEREAS the Town of St. Stephen wishes to remember how participation in World War I and World War II has shaped this heritage, and how the sacrifices made by the citizens of this Town have supported the cause of world peace;

NOW THEREFORE, I, John Quartermain, Mayor of the Town of St. Stephen, do hereby proclaim the week of February 10 – 17, 2014 as **HERITAGE WEEK** in the Town of St. Stephen and Monday, February 17, 2014 as **HERITAGE DAY** in the Town of St. Stephen and urge all citizens to support and participate in heritage activities occurring throughout the Town.

6. NOTICES OF MOTIONS

No notices of motions.

7. APPROVAL OF COUNCIL MINUTES

REGULAR COUNCIL MEETING

Moved by Councillor Maxwell

Seconded by Councillor Booth

10/14 **THAT** the Minutes of the Regular Council meeting held on December 16, 2013 be approved as circulated. **CARRIED**

SPECIAL COUNCIL MEETING

Moved by Councillor MacEachern

Seconded by Councillor MacDonald

11/14 **THAT** the Minutes of the Special Council meeting held on January 20, 2014 be approved as circulated. **CARRIED**

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8. ACCOUNTS

STATEMENTS OF REVENUE AND EXPENDITURE

Moved by Councillor MacEachern

Seconded by Councillor Booth

- 12/14** **THAT** the Statements of Revenue and Expenditure for both the General Operating Fund and Water and Sewerage Operating Fund to November 30, 2013 be received. **CARRIED**

PAID BILLS

Moved by Councillor Maxwell

Seconded Councillor Booth

- 13/14** **THAT** the paid bills in the amount of \$2,918,557.52 (two million, nine hundred and eighteen thousand, five hundred and fifty-seven dollars and fifty-two cents) be received. **CARRIED**

9. COMMUNICATIONS

COMMUNICATION FOR INFORMATION FILE

Moved by Deputy Mayor Ames

Seconded by Councillor MacEachern

- 14/14** **THAT** Communication for Information, note and file, be adopted. **CARRIED**

COMMUNICATION FOR ACTION

No communication for action.

10. APPROVAL OF COMMITTEE MINUTES

COMMITTEES MEETING

Moved by Councillor Booth

Seconded by Deputy Mayor Ames

- 15/14** **THAT** the Minutes of the Committees meeting – Planning, Promotion and Tourism; Police and Fire; Property, By-Laws and Environment; Parks and Recreation; Finance and Administration; and Public Works held on January 15, 2014 be approved as circulated. **CARRIED**

COMMITTEE OF COUNCIL MEETING

Moved by Councillor Maxwell

Seconded by Councillor MacEachern

- 16/14** **THAT** the Minutes of the Committee of Council meeting held on January 17, 2014 be approved as circulated. **CARRIED**

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11. STAFF REPORTS

STAFF REPORTS

Moved by Councillor Booth

Seconded by Councillor Maxwell

- 17/14** **THAT** the following staff reports for the month of December 2013 be adopted:
Finance Department; Public Works Department; Parks and Recreation Department;
Fire Department; By-Laws and Building Inspection Services; Property Management
Services; Development Office; and Office of the Garcelon Civic Center Manager.

CARRIED

12. UNFINISHED BUSINESS

No unfinished business.

13. CONSIDERATION OF BY-LAWS

**BY-LAW NO. S-13 – A BY-LAW RESPECTING THE FIRE DEPARTMENT –
SECOND READING – SECTION NUMBERS ONLY**

Moved by Deputy Mayor Ames

Seconded by Councillor Maxwell

- 18/14** **THAT** By-law No. S-13, being “A By-law Respecting the Fire Department” which will
repeal the existing By-law No. S-4 – be given Second Reading – Section Numbers
Only. **CARRIED**

**BY-LAW NO. S-13 – A BY-LAW RESPECTING THE FIRE DEPARTMENT –
THIRD AND FINAL READING – SHORT TITLE ONLY**

Moved by Councillor Maxwell

Seconded by Councillor MacEachern

- 19/14** **THAT** By-law No. S-13, being “A By-law Respecting the Fire Department” which will
repeal the existing By-law No. S-4 – be given Third and Final Reading – Short Title
Only. **CARRIED**

**BY-LAW NO. T-5 - “A BY-LAW TO DEDICATE CLARK COURT” – FIRST
READING – SHORT TITLE ONLY**

Moved by Councillor MacEachern

Seconded by Councillor Maxwell

- 20/14** **THAT** leave now be given to introduce a by-law entitled By-law No. T-5 – “A By-law
to Dedicate Clark Court” – for First Reading – Short Title Only. **CARRIED**

14. NEW BUSINESS

ROYAL CANADIAN MOUNTED POLICE – MONTHLY REPORT

Moved by Councillor Booth

Seconded by Councillor MacEachern

- 21/14 **THAT** the Royal Canadian Mounted Police (RCMP) December 2013 report for the St. Stephen Municipal Post, District # 1, be received for information and filed.
CARRIED

VOLUNTEER FIREFIGHTER POSITIONS

Moved by Deputy Mayor Ames

Seconded by Councillor MacEachern

- 22/14 **THAT** the Fire Chief's recommendation to recruit Ben Pomeroy and Damian Brisley as volunteer firefighters subject to successful completion of the appropriate testing during a six month probationary period be accepted. **CARRIED**

NAMING OF STREET – CLARK COURT

Moved by Councillor MacEachern

Seconded by Councillor Booth

- 23/14 **THAT** the Council of the Town of St. Stephen names the street as indicated by PID No. 15088560 on the Plan of Survey prepared by Murphy Surveys (1990) Ltd. dated December 18, 2013 as "Clark Court", after John T. Clark, a former owner of the property. **CARRIED**

DONATIONS – COMMUNITY ASSISTANCE

Moved by Deputy Mayor Ames

Seconded by Councillor Maxwell

- 24/14 **THAT** the Council of the Town of St. Stephen authorizes unbudgeted donations of \$200.00 (two hundred dollars) to each of the following three (3) organizations whose volunteers greatly assisted families during the power outages as a result of the recent ice storm:

Canadian Red Cross
The Salvation Army
Saint Croix Christian Centre

CARRIED

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UNUSED VACATION DAYS – NON-UNION EMPLOYEE (PAYOUT)

Moved by Councillor Booth

Seconded by Councillor Maxwell

25/14 **THAT** the Council of the Town of St. Stephen approves the payout of twenty (20) days of unused vacation as at December 31, 2013 for Employee # E26. **CARRIED**

Deputy Mayor Ames voting in favour of the motion.

Councillor Booth voting in favour of the motion.

Councillor MacDonald voting in favour of the motion.

Councillor Maxwell voting in favour of the motion.

Councillor MacEachern voting against the motion.

**UNUSED VACATION ONE-HALF DAY – NON-UNION EMPLOYEE
(CARRYOVER)**

Moved by Councillor Maxwell

Seconded by Councillor Booth

26/14 **THAT** the Council of the Town of St. Stephen approves the carryover of one-half (0.5) day of unused vacation as at December 31, 2013 for Employee # E45.

CARRIED

Deputy Mayor Ames voting in favour of the motion.

Councillor Booth voting in favour of the motion.

Councillor MacDonald voting in favour of the motion.

Councillor Maxwell voting in favour of the motion.

Councillor MacEachern voting against the motion.

AMENDED

**THE TOWN OF ST. STEPHEN'S GARCELON CIVIC CENTER - APPOINTMENT
OF EXP PROJECT SERVICES INC. AS PAYMENT CERTIFIER FOR THE TOWN
OF ST. STEPHEN'S GARCELON CIVIC CENTER PROJECT**

Moved by Councillor MacEachern

Seconded by Councillor MacDonald

27/14 **THAT** Resolution # 363/13 as stated in the Minutes of December 16, 2013, which reads

THAT the Council of the Town of St. Stephen hereby appoints exp Project Services Inc., as Payment Certifier for the Town of St. Stephen's Garcelon Civic Center Project, reporting to the Construction Committee of the Town of St. Stephen, for the purpose of carrying out those duties and responsibilities identified in the Consultant Agreement presented to Council;

THAT the Council of the Town of St. Stephen authorizes and directs the Mayor and Town Clerk to execute a Consulting Agreement between The Town of St. Stephen and exp Project Services Inc. for the provision of Payment Certifier and other consulting services identified therein in the form of agreement presented to Council. **CARRIED**

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shall be amended by deleting the word "Project" in the Payment Certifier's company name, which shall now read:

THAT the Council of the Town of St. Stephen hereby appoints exp Services Inc., as Payment Certifier for the Town of St. Stephen's Garcelon Civic Center Project, reporting to the Construction Committee of the Town of St. Stephen, for the purpose of carrying out those duties and responsibilities identified in the Consultant Agreement presented to Council;

THAT the Council of the Town of St. Stephen authorizes and directs the Mayor and Town Clerk to execute a Consulting Agreement between The Town of St. Stephen and exp Services Inc. for the provision of Payment Certifier and other consulting services identified therein in the form of agreement presented to Council. **CARRIED**

THE TOWN OF ST. STEPHEN'S GARCELON CIVIC CENTER - BUILDING CANADA FUND – MAJOR INFRASTRUCTURE COMPONENT (CONTRIBUTION) AGREEMENT – AGREEMENT MANAGEMENT COMMITTEE MEMBERS

Moved by Councillor Booth

Seconded by Councillor Maxwell

28/14

THAT the Council of the Town of St. Stephen appoints Kingsley Bailey, Garcelon Civic Center Project Manager, to replace Ed Farren, former Garcelon Civic Center Project Manager, as a management committee member, who joins Mayor John Quartermain, appointed as a management committee member and committee co-chair, representing the Town of St. Stephen, at its Regular Session of Council on July 22, 2013, on the Agreement Management Committee of the Building Canada Fund – Major Infrastructure Component (Contribution) Agreement with Infrastructure and Communities Canada signed and sealed on November 26, 2012, by the Mayor and Town Clerk and for the Town of St. Stephen's Garcelon Civic Center.

CARRIED

THE TOWN OF ST. STEPHEN'S GARCELON CIVIC CENTER – LOGO

Moved by Deputy Mayor Ames

Seconded by Councillor MacDonald

29/14

THAT the Council of the Town of St. Stephen designate the logo as presented, including the design form, color(s), and font as the official logo of The Town of St. Stephen's Garcelon Civic Center. The logo represents an active person (running, skating, hockey, swimming, etc). The active person is in the shape of the letter G for Garcelon and the legs backwards are two C's for Civic Center. The different color segments represent a community coming together to make the dream a reality, the range of activities to be offered (business meeting rooms, activity, and community), as well as a range of community, personal and town involvement/contribution. The main part of the body is also a representation of an Olympic flame which is a symbol of the light of spirit, knowledge and life. The logo is contemporary, abstract and will appeal to all age groups.



GARCELON CIVIC CENTER

CARRIED

THE TOWN OF ST. STEPHEN'S GARCELON CIVIC CENTER - COPIER SERVICES

Moved by Deputy Mayor Ames
Seconded by Councillor Booth

30/14

THAT of the three (3) proposals received, the lowest proposal in the amount of \$108.35 (one hundred and eight dollars and thirty-five cents), including HST, per month, from Konica Minolta of Saint John, NB to provide copier services for the Garcelon Civic Center (the "Center") be accepted.

AND FURTHER THAT the Council of the Town of St. Stephen authorizes the Mayor and Town Clerk to enter into an agreement with Konica Minolta for a five (5) year term effective upon completion of the Center and placement of equipment.

CARRIED

THE TOWN OF ST. STEPHEN'S GARCELON CIVIC CENTER – APPOINTMENT OF ADVISING COMMISSION CHAIRPERSON

Moved by Councillor Maxwell
Seconded by Councillor Booth

31/14

THAT the Council of the Town of St. Stephen appoints Lynn Burns to act as Chairperson of The Town of St. Stephen's Garcelon Civic Center Advising Commission for a three (3) year term effective February 1, 2014 and expiring January 31, 2017 as outlined in Section 6.02 of the Town's By-Law No. A-9, "A By-Law Respecting the Advising Commission of the Town of St. Stephen's Garcelon Civic Center". **CARRIED**

THE TOWN OF ST. STEPHEN'S GARCELON CIVIC CENTER – ADVISING COMMISSION – TERMS OF REFERENCE

Moved by Councillor MacEachern

Seconded by Deputy Mayor Ames

32/14

THAT the Council of the Town of St. Stephen approves the Terms of Reference dated January 10, 2014 (copy attached) for The Town of St. Stephen's Garcelon Civic Center Advising Commission. **CARRIED**

THE TOWN OF ST. STEPHEN'S GARCELON CIVIC CENTER – ADVISING COMMISSION – CONFIDENTIALITY AND CONFLICT OF INTEREST AGREEMENT

Moved by Councillor MacDonald

Seconded by Councillor Maxwell

33/14

THAT the Council of the Town of St. Stephen approves the Confidentiality and Conflict of Interest Agreement (the "Agreement") (copy attached).

AND FURTHER THAT the Council of the Town of St. Stephen authorizes the Mayor and Town Clerk to execute the Agreement between the Civic Center Advising Commission for The Town of St. Stephen's Garcelon Civic Center (Commission) and each member of the Commission. **CARRIED**

SIGNING AUTHORIZATION FOR PROJECT CLAIMS AND OTHER NON-CONTRACTUAL DOCUMENTATION

Moved by Councillor Booth

Seconded by Councillor Maxwell

34/14

THAT the Council of the Town of St. Stephen authorizes any one of the Mayor, Treasurer, Project Accountant/Financial Advisor or Chief Administrative Officer in their capacity as it relates to their specific office or appointment to sign claim forms or other non-contractual documents, as required under the various agreements for funding for Capital Projects of the Town of St. Stephen as directed at its Closed Session on January 15, 2014 as per Section 10.2(4)(c) of the New Brunswick *Municipalities Act*.

AND FURTHER THAT this authorization is retroactive for all claim forms or other non-contractual documentation that has been signed on behalf of the Town of St. Stephen for Capital Projects previously approved by Council. **CARRIED**

THE TOWN OF ST.STEPHEN'S GARCELON CIVIC CENTER - BELL ALIANT AGREEMENTS

Moved by Councillor Maxwell

Seconded by Councillor MacDonald

35/14

WHEREAS the Council of the Town of St. Stephen, at its Special Council meeting on Monday, January 20, 2014, authorized the Mayor and Town Clerk to enter into two agreements with Bell Aliant: (i) a purchase agreement in the amount of \$127,484.07 (one hundred and twenty-seven thousand, four hundred and eighty-four dollars and seven cents), for the provision of equipment and services as outlined in their proposal; and, (ii) a sponsorship agreement with Bell Aliant for the provision of internet and T.V. Services for a two (2) year period as outlined in their proposal.

AND WHEREAS at the above-noted Special Council meeting, Council approved an annual charge of \$1,861.68 (one thousand, eight hundred and sixty-one dollars and sixty-eight cents) from Bell Aliant for support services.

NOW THEREFORE BE IT RESOLVED THAT the Council of the Town of St. Stephen authorizes the Mayor and Town Clerk to enter into a purchase agreement with Bell Aliant for the above-noted support services, as well as a master service agreement. **CARRIED**

15. **REPORTS OF MAYOR AND COUNCILLORS**

Deputy Mayor Ames

- Attended all Town meetings.
- Attended an Airport meeting.
- Attended a trail meeting.
- Provided assistance during the ice storm.
- Toured the Garcelon Civic Center.

Councillor MacEachern

- Attended the Mayor's Levee at The Chocolate Museum.
- Attended Staff Sergeant Larry MacDonald's retirement dinner.
- Toured the Garcelon Civic Center.
- Attended all Town meetings.

Councillor Booth

- Attended all Town meetings.

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Councillor MacDonald

- Attended all Town meetings.
- Attended the Garcelon Civic Center Advising Commission meeting which was its first meeting.
- Attended Staff Sergeant Larry MacDonald's retirement dinner.
- Attended the BIA presentation held at the St. Stephen Legion on downtown revitalization.

Councillor Maxwell

- Attended all Town meetings.
- Attended the St. Croix Vocational Centre's annual Christmas party.
- Attended the Mayor's Levee at The Chocolate Museum.
- Attended Staff Sergeant Larry MacDonald's retirement dinner and extended best wishes to him.
- Attended the BIA presentation held at the St. Stephen Legion on downtown revitalization which he stated will cost a lot of money.
- Involved, once again, in The Chocolate Museum Operating Committee's annual fundraiser with proceeds to both the Museum and the Food Bank.
- Involved in a pool tournament which raised \$500.00 for the St. Croix Vocational Centre.

Mayor Quartermain

- Thanked the many volunteers for their dedicated time on the various committees.
- Thanked Council for their attendance at the various meetings during the budget process.

16. QUESTION PERIOD

David Hyslop, resident, expressed his concern with the Town's decision on Bell Aliant providing the communications package at the Civic Center, and Mayor Quartermain advised that tenders were called.

Mr. Hyslop further expressed his concern, and also stated that it is the public's perception also, that the Town's Hiring Policy is not being followed. He questioned the hiring of Kingsley Bailey as the Garcelon Civic Center's Project Manager, along with being the Development Officer and Property Manager.

Both Mayor Quartermain and Councillor MacDonald advised that Mr. Bailey is a term employee hired to commission the Civic Center, due to his extensive experience, and in the meantime, Mr. Bailey agreed to the assignment of duties for Development Officer and Property Manager at no additional cost to the Town.

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17. ADJOURNMENT

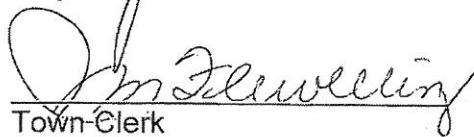
ADJOURNMENT

Moved by Councillor Booth

Seconded by Deputy Mayor Ames

36/14 THAT the meeting adjourn at 7:45 p.m. CARRIED



Mayor

Town Clerk

TOWN OF ST.STEPHEN



Garcelon Civic Center ■ Advising Commission

Terms of Reference

Prepared by,
Garcelon Civic Center Manager, Natalie Reid
January 10, 2014



Town Of St. Stephen

Garcelon Civic Center Advising Commission– Terms of Reference

This Terms of Reference is an informal framework of best practices to support good governance as well as to clarify the roles and responsibilities of the Garcelon Civic Center Advising Commission, which is in addition to those established in by-law No.A-9 respecting the Advising Commission of The Town of St. Stephen’s Garcelon Civic Center.

Definitions-

For the purpose of this Terms of Reference:

- “Council” means the Town of St. Stephen Council;
- “Advising Commission” means The Advising Commission of The Town of St. Stephen’s Garcelon Civic Center;
- “Town” Town of St. Stephen.

Purpose-

- The role of the Advising Commission will be to advise and provide recommendations to the Manager of the Garcelon Civic Center on efficient and economical means to deliver on the mandate of the Garcelon Civic Center and capital maintenance of the facility.

Authority-

- The nature of an Advising Commission is to provide recommendations to the Council. Council may approve, amend, refer or propose other resolutions, as Council deems appropriate;
- Advising Commission members should not take it personally if Council disregards one of their recommendations. Council members have to weigh various competing interests;
- The Advising Commission shall not reconsider, recommend or advise on a matter that has already been decided on by Council, unless directed by Council.

Membership-

- The composition of the Advising Commission and the terms of office are outlined in by-law No.A-9 Section 5 and Section 6;
- The Garcelon Civic Center Manager, and other staff, as required, shall receive notice of and attend all Advising Commission meetings.

Voting-

- Each appointed member of the Advising Commission shall hold one (1) vote, including the Chair;
- The Garcelon Civic Center Manager and/or other appointed staff as required shall not hold a vote and are not part of the membership to constitute a quorum;
- Decisions and recommendations shall be made by consensus, utilizing Robert’s Rules of Order.

Quorum-

- As per Section 7.01 of by-law No.A-9, the quorum for a meeting shall be five (5) of the seven (7) members of the Advising Commission;



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- For further clarification, the Garcelon Civic Center Manager and/or other appointed staff are not part of the membership to constitute a quorum.

Meeting Records-

- Each meeting shall be properly recorded by taking the minutes;
- Minutes shall be kept as per the established records management practices of the Town.

Reporting-

- The Advising Commission shall not be open to the public;
- The Garcelon Civic Center Manager shall be the main point of contact/liaison between Council and the Advising Commission and the Chief Administrative Officer.

General Public-

- Members of the community or other organizations may be invited or request to address the Advising Commission on matters on the agenda.

Media Protocol-

- The Advising Commission members are not to speak with the media in their capacity as a Advising Commission member; The Mayor is the spokesperson for the Town, and all media inquiries shall be directed to the Mayor;
- All Town representatives are advised to exercise caution in their interaction with the media. The greater interests of the Town as a whole must be considered at all times.

Attendance-

- If an Advising Commission member is unable to attend a meeting, he/ she should inform the Garcelon Civic Center Manager;
- If an Advising Commission member feels that he/she cannot commit the required time to the Advising Commission, he/she should resign to allow for other interested to participate on the Advising Commission. Notice should be given as outlined in by-law No.A-9 Section 6.07.

Timetable for Meetings-

- The Advising Commission shall meet monthly on a regular day and time to be set at the first Advising Commission meeting;
- Meetings will be held providing there is sufficient material to be considered;
- The Advising Commission Chair in consultation with the Garcelon Civic Center Manager will determine whether there will be sufficient matters before the Commission to hold a meeting.

Responsibilities & Expectations of Advising Commission Members-

- Familiarize one's self with the mandate and/or terms of reference of the Advising Commission;
- Understand the Commission's Advising relationship to the Garcelon Civic Center Manager and to Council;



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- Strive to attend all scheduled meetings;
- Prepare for meetings by reading agendas, and any background information supplied;
- Actively participate in the discussion and decision making process;
- Undertake any work assigned, including special projects and research, in between meetings;
- Be open-minded and allow for a variety of opinions to be heard;
- Respect individual worth and dignity of other Advising Commission members, and maintain a high degree of professionalism;
- Ask questions, and seek clarification from members and staff;
- Respect the role and responsibility of the Chair of the Advising Commission;
- Respect the actions taken and recommendations shall reflect the majority view of the Advising Commission;
- Respect the decisions and finality of Council;
- Have fun!

Responsibilities & Expectations of the Chair-

All of the responsibilities and expectations of the Advising Commission members apply to the Chair. Additional responsibilities and expectations include:

- Facilitate the meeting by identifying the order or proceedings and speakers;
- Ensure active participation by all Advising Commission members;
- Maintain decorum and ensure fairness and accountability;
- Generally, refrain from the discussion until all Advising Commission members have had an opportunity to speak on a matter;
- The Chair has no authority to make decisions on his or her own; he/she can only run a meeting in a fair and efficient manner so that the will of the majority prevails after the minority has had a fair chance to represent its point of view;
- Assist the Garcelon Civic Center Manager in the liaison with Council when possible or when requested.

Responsibilities and Role of Town Liaison (Garcelon Civic Center Manager)-

- Participate in discussions and offer recommendations;
- Provide administrative support as required;
- Remain impartial to all Advising Commission members;
- Does not participate in voting; the staff is a liaison not an Advising Commission member;
- Act as the liaison between Council and the Advising Commission, providing information and clarification for both parties;
- Assists the Chair in the calling of meetings, as per the established meeting schedule;
- Prepares and distributes meeting agenda, documents, and minutes, as required.

Code of Conduct-

- Advising Commission members should act in a professional and responsible manner with the information they obtain as a member of the Advising Commission. Advising Commissions require



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Garcelon Civic Center Advising Commission– Terms of Reference

openness and honesty to function well. Advising Commission members should feel free to express their opinions and views without fear of recrimination. It is therefore important for Advising Commission members to respect each other (despite differences which they may have) and work together to create an open and trusting Advising Commission atmosphere.

Confidentiality and Privacy-

- Members of the Advising Commission during their term on the Advising Commission may become aware of confidential information regarding municipal operations and the public at large and shall handle any and all such information in a confidential and appropriate manner as described in the Confidentiality and Conflict of Interest Agreement;
- Members shall sign the Confidentiality and Conflict of Interest Agreement which outlines the confidentiality measures and due diligence desired by the Town for proper function of the Advising Commission.

Conflict of Interest-

- A conflict of interest is a situation where an Advising Commission member, or any organization he/she represents, has a real, potential or perceived, direct or indirect competing professional or personal interest with the Town's activities. This competing interest would make it difficult to fulfill his/her duties as a Advising Commission member fairly or would result in their family, business partners or close personal associates, to personally benefit directly or indirectly, financially or otherwise, from their position on the Advising Commission;
- In the case of a conflict of interest, the conflicted individual is expected to declare the conflict and excuse himself/herself from the matter and not take part in, or influence in any way, the process;
- Members shall sign the Confidentiality and Conflict of Interest Agreement which outlines the conflict of interest obligations of an Advising Commission member.

Next Review Date-

- The Terms of Reference will be reviewed annually.

CONFIDENTIALITY AND CONFLICT OF INTEREST AGREEMENT

This **Confidentiality Agreement** is made and entered into this ____ day of _____, 2014 (hereinafter referred to as the “**Agreement**”).

BETWEEN: **CIVIC CENTER ADVISING COMMISSION FOR THE TOWN OF ST. STEPHEN’S GARCELON CIVIC CENTER**, a commission, created, organized and subsisting under and by virtue of The Town of St. Stephen By-Law No. A-9, (hereinafter referred to as the “**Commission**”)

AND: _____, of the _____ of _____, in the County of _____ and Province of New Brunswick.
(hereinafter referred to as the “**Recipient**”)

WHEREAS the Commission wishes to disclose information to the Recipient in relation to the Recipient’s participation as a Officer and/or Member of the Commission;

WHEREAS Recipient wishes to receive such information in relation to the Recipient’s participation as a Officer and/or Member of the Commission; and

WHEREAS the parties wish to define the nature of the confidential information that is the object of this Agreement as well as the parties’ obligations with respect to same;

NOW, THEREFORE, for good and valuable consideration, including being permitted to have access to Confidential Information, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agrees as follows:

PART 1 – CONFIDENTIAL INFORMATION**ARTICLE 1. INTERPRETATION**1.1 Definition

In this Agreement, “**Confidential Information**” means:

- (a) all information provided by the Commission or any Town of St. Stephen employees, customers or contractors to the Recipient, including, without limitation, processes, methodologies, techniques, business practices, know-how, data, tools, templates, technology, technical data and/or solution, documentation, development, procedures, software, programs, business plans, financial data, marketing plans and strategies, existing and potential employee or customers’ data, suppliers’ lists, sale opportunities, proposal and bid documentation and

strategies, and other non-public information which is confidential or proprietary to the Commission or The Town of St. Stephen employees or clients, regardless of the form of disclosure;

- (b) all information provided by the Commission or any Town of St. Stephen employees or its clients which is marked with an appropriate stamp or legend designating such material as “Confidential”;
- (c) all information which has value to the Commission and/or The Town of St. Stephen and is not generally public knowledge;
- (d) pertaining to any third party information in the Commission’s possession that is subject to a confidentiality or non–disclosure agreement with such third party; and
- (e) personal information or personal health information subject to privacy legislation, including but not limited to the *Personal Information Protection and Electronic Documents Act* (PIPEDA), *Right to Information and Protection of Privacy Act* (RTIPPA).

1.2 General

In this Agreement, unless the context otherwise requires (i) a reference to a prohibition against doing anything includes a reference to not permitting, suffering or causing that thing to be done; (ii) the rule of construction known as the *contra proferentem* rule does not apply to this Agreement; (iii) a reference to a party to this Agreement includes that party’s personal representatives, successors and permitted assigns; and (iv) a reference to a statute or any regulations is a reference to that statute or those regulations as amended, or to any statute or regulations substituted for that statute or those regulations. The headings in this Agreement are inserted for convenience of reference only and shall not affect the interpretation hereof.

ARTICLE 2. RECIPIENT’S OBLIGATIONS

2.1 Obligations with Respect to Confidential Information

- (a) The Recipient shall keep all Confidential Information in strict confidence, exercising a reasonable degree of care and measures necessary to safeguard such Confidential Information.
 - (i) The Recipient shall use the Confidential Information accessed solely for the limited purposes of his or her role as Officer and/or Member of the Commission and for no other purposes whatsoever.
 - (ii) The Recipient shall follow reasonable physical and process driven security safeguards to prevent unauthorized Confidential Information collection, use, disclosure and access. These include, but are not limited to, precautions and directives defined by the Commission and/or The Town of St. Stephen.

- (iii) The Recipient shall promptly notify the Commission and the CAO for The Town of St. Stephen forthwith in the event the Recipient becomes aware of, or reasonably suspects, any unauthorized access to, use of or disclosure of any Confidential Information. The Recipient agrees to assist and cooperate fully with the Commission and The Town of St. Stephen in addressing and investigating any unauthorized access to, use of or disclosure of any Confidential Information.
- (b) The Recipient agrees to permit the Commission and/or The Town of St. Stephen to audit compliance with this Agreement, including providing reasonable access to documents and computer systems.
- (c) The Recipient agrees that no Confidential Information shall be stored outside Canada for any purpose.
- (d) The Recipient acknowledges that the Confidential Information remains the sole property of The Town of St. Stephen or of its employees or customers, as applicable. Furthermore, no license under the Commission or The Town of St. Stephen is granted by the Commission or The Town of St. Stephen to the Recipient or can be implied by the disclosure to the Recipient of any Confidential Information hereunder.
- (e) The Recipient agrees, upon The Town of St. Stephen's request, to promptly return the Confidential Information to The Town of St. Stephen or, at The Town of St. Stephen's option, to certify in writing that the Confidential Information has been destroyed.
- (f) The Recipient shall, upon The Town of St. Stephen's request, provide all reasonable cooperation in connection with any investigation related to Confidential Information by The Town of St. Stephen, its customers and any relevant regulatory body.

2.2 Exclusions to the Recipient's Obligations

The obligations of non-use and maintenance of confidentiality set out herein shall not apply in the event the Confidential Information:

- (a) was, at the time of disclosure in the public domain or becomes, without fault of the Recipient, publicly known or available;
- (b) was lawfully received by the Recipient from a third party without restrictions on disclosure or use;
- (c) was independently developed by the Recipient without any breach of this Agreement and without reference to or reliance upon the Confidential Information; or

- (d) is required to be disclosed by order of any court or tribunal of competent jurisdiction, provided that if an application is made to a court or tribunal for an order requiring the Recipient to disclose any Confidential Information, the Recipient shall immediately notify the Commission and The Town of St. Stephen. If the Commission or The Town of St. Stephen elects to oppose such an application, such party shall immediately inform the Recipient by notice to that effect and the Recipient shall provide all reasonable cooperation requested by the Commission and/or The Town of St. Stephen in connection with such proceedings.

ARTICLE 3. REMEDIES

- 3.1 The Recipient acknowledges that the terms and conditions contained herein are reasonable and necessary to protect the Commission's, The Town of St. Stephen's and their customers', employees' and contractors' legitimate interests. In the event of violation of these terms and conditions, irreparable damage will be caused to the Commission and/or The Town of St. Stephen and/or their customers, employees and contractors and monetary damages will not adequately compensate such party for all damages suffered. Accordingly, the Recipient agrees that the Commission and/or The Town of St. Stephen and/or their customers, employees or contractors will be entitled, in addition to any remedies available at law or in equity, to injunctive relief for any breach of this Agreement.

ARTICLE 4. TERM

- 4.1 The parties agree that this Agreement and any obligations resulting hereunder with the exception of the non-disclosure provisions of this agreement shall begin on such date as the Recipient becomes an Officer and/or Member of the Commission and shall remain until the Recipient's term of service or employment is complete unless terminated earlier by one or both parties. The nondisclosure provisions of this agreement shall survive the termination of this agreement.

ARTICLE 5. SEVERABILITY

- 5.1 If any provision of this Agreement shall be held by an arbitrator or a court of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be interpreted as necessary to carry out the intent of the parties and the other provisions herein shall remain in full force and effect.

ARTICLE 6. MODIFICATION

- 6.1 No modification to this Agreement will be valid unless it is in writing and executed by a duly authorized representative of each of the parties.
- 6.2 The waiver by either party of the breach of any term or provision hereof by the other party will not be construed as a waiver of any other subsequent breach.

ARTICLE 7. ASSIGNMENT

7.1 This Agreement may not be assigned by either party without the prior written consent of the other party.

ARTICLE 8. GOVERNING LAWS

8.1 This Agreement shall be governed by and construed according to the laws of the Province of New Brunswick and the laws of Canada applicable therein.

PART 2 – CONFLICT OF INTEREST

Where not in conflict with this agreement and where applicable, the parties agree that the provisions contained in the Municipalities Act, R.S.N.B. 1973, c.M-22 with respect to conflicts of interest shall apply to the Recipient identified herein and the provisions of such act respecting conflicts of interest shall be deemed to be included and form part of this agreement, subject to the provision that where such terms refer to a “member” such reference shall be deemed to be referring to the Recipient.

The Recipient acknowledges that by virtue of the inclusion of this provision he/she shall be obligated, whenever the affairs of the Commission create a conflict of interest (as determined by the provisions set out in the Municipalities Act), to declare a conflict of interest and shall not participate in or attend any portion of a meeting or any form of discussion during which the subject matter of such conflict of interest is being discussed or dealt with in any way.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK. SIGNATURE PAGE IS TO FOLLOW.]

With authority, the undersigned hereby enter into this Confidentiality Agreement effective the day and year first written above:

SIGNED, SEALED & DELIVERED)
by _____, and)
_____ of the Civic)
Center Advising Commission for The Town)
of St. Stephen’s Garcelon Civic Center)
in the presence of:)

**CIVIC CENTER ADVISING
COMMISSION FOR THE TOWN OF
ST. STEPHEN GARCELON CIVIC
CENTER**

Per: _____

Per: _____

SIGNED, SEALED & DELIVERED)
by _____ in the presence)
of:)

Witness)
