

TOWN OF ST. STEPHEN
REGULAR COUNCIL
73 MILLTOWN BLVD., SUITE 112
MONDAY, MARCH 24, 2014 @ 7:00 P.M.

1. **PRAYER**

2. **RECORDING OF ATTENDANCE**

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

3. **APPROVAL OF AGENDA**

AGENDA

Moved by Deputy Mayor Ames

Seconded by Councillor Maxwell

60/14

THAT the Agenda be approved with one addition: **Bell Mobility Wireless Solution Proposal** be added as 14. (v) under **NEW BUSINESS. CARRIED**

4. **CONFLICT OF INTEREST**

There were no conflicts of interest declared.

5. **READING OF PETITIONS/PRESENTATIONS/PROCLAMATIONS**

- (a) **Public Input at Regular Council Meetings and Garcelon Civic Center Advising Commission Meetings** – David Hyslop, resident, along with Deborah Roberts, stated that at the present time, citizens are not able to express opinions on matters of public concern prior to Council approval. After discussion, it was agreed that at the monthly Committees meeting, the Chair of each Committee will ask the public whether or not they have any comments on each item under his/her Committee.

With respect to Mr. Hyslop's request that the Garcelon Civic Center Advising Commission meetings be open to the public, the Mayor suggested that perhaps a portion of the meeting could be open and a portion closed and stated that he will check into any legalities.

(b) Daffodil Month – Proclamation

Mayor Quartermain proclaimed the month of April 2014 as Daffodil Month:

WHEREAS, another Canadian is diagnosed with cancer every three minutes; and

WHEREAS, the Canadian Cancer Society is working to eradicate all cancers and improve the quality of life for people living with cancer; and

WHEREAS, *Daffodil Month* is an opportunity for residents of St. Stephen to show their support in the fight against cancer; now, therefore, be it

RESOLVED, that I, John Quartermain, ask that all residents of St. Stephen join the Canadian Cancer Society in the fight against cancer; and be it further

RESOLVED, that April is officially recognized as *Daffodil Month*.

I, John Quartermain, Mayor of St. Stephen, do hereby proclaim April to be Daffodil Month and strongly encourage all residents of St. Stephen to continue to recognize and support the Canadian Cancer Society and the fight against cancer.

6. NOTICES OF MOTIONS

No notices of motions.

7. APPROVAL OF COUNCIL MINUTES

REGULAR COUNCIL MEETING

Moved by Councillor Harding

Seconded by Councillor MacEachern

61/14 **THAT** the Minutes of the Regular Council meeting held on February 24, 2014 be approved as circulated. **CARRIED**

8. ACCOUNTS

PAID BILLS

Moved by Councillor Booth

Seconded by Councillor Maxwell

62/14 **THAT** the paid bills in the amount of \$1,274,626.98 (one million, two hundred and seventy-four thousand, six hundred and twenty-six dollars and ninety-eight cents) be received. **CARRIED**

9. COMMUNICATIONS

COMMUNICATION FOR INFORMATION FILE

Moved by Councillor Harding
Seconded by Councillor Maxwell

63/14 **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 Councillor MacDonald

64/14 **THAT** the Minutes of the Committees meeting – Police and Fire; Property, By-Laws and Environment; Parks and Recreation; Finance and Administration; Planning, Promotion and Tourism; and Public Works held on March 12, 2014 be approved as circulated. **CARRIED**

COMMITTEE OF COUNCIL MEETING

Moved by Councillor MacEachern
Seconded by Councillor Harding

65/14 **THAT** the Minutes of the Committee of Council meeting held on March 19, 2014 be approved as circulated. **CARRIED**

11. STAFF REPORTS

STAFF REPORTS

Moved by Councillor MacDonald
Seconded by Councillor Maxwell

66/14 **THAT** the following staff reports for the month of February 2014 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. T-5 - "A BY-LAW TO DEDICATE CLARK COURT" – THIRD AND FINAL READING – SHORT TITLE ONLY

Moved by Councillor Maxwell

Seconded by Councillor Harding

67/14 **THAT** By-law No. T-5, being "A By-law to Dedicate Clark Court" - be given Third and Final Reading – Short Title Only. **CARRIED**

14. NEW BUSINESS

ROYAL CANADIAN MOUNTED POLICE – MONTHLY REPORT

Moved by Councillor MacEachern

Seconded by Councillor Booth

68/14 **THAT** the Royal Canadian Mounted Police (RCMP) February 2014 report for the St. Stephen Municipal Post, District # 1, be received for information and filed. **CARRIED**

TRAINING SALES AGREEMENT – NEW BRUNSWICK COMMUNITY COLLEGE CORPORATION

Moved by Councillor Harding

Seconded by Councillor Booth

69/14 **THAT** the Council of the Town of St. Stephen authorizes the Mayor and Town Clerk to execute a Training Sales Agreement with the New Brunswick Community College Corporation retroactive to the 18th day of February, 2014, copy attached, for the Fire Investigator Level 1 Course for the attendance of one volunteer firefighter from the St. Stephen Fire Department at the New Brunswick Community College, Miramichi Campus. **CARRIED**

POSTAGE METER LEASE RENEWAL – PITNEY BOWES

Moved by Councillor MacEachern

Seconded by Councillor Harding

70/14 **THAT** the Council of the Town of St. Stephen approves the postage meter lease renewal, Agreement Number 457292, in the amount of \$630.00, plus HST, paid quarterly, with Pitney Bowes of Saint John, NB, copy attached.

AND FURTHER THAT the Council of the Town of St. Stephen authorizes the Mayor and Town Clerk to execute the said agreement with Pitney Bowes for a period of sixty-six (66) months effective May 1, 2014. **CARRIED**

ST. STEPHEN BUSINESS IMPROVEMENT AREA (BIA) URBAN DESIGN PLAN 2014

Moved by Deputy Mayor Ames
Seconded by Councillor MacEachern

- 71/14 **THAT** the Council of the Town of St. Stephen approves, in principal, the St. Stephen BIA Urban Design Plan 2014 Final Report prepared by Glenn Group Landscape Architects & Park Planners, in association with Dillon Consulting. **CARRIED**

APPROVAL OF ST. STEPHEN DEVELOPMENT BOARD EVENTS

Moved by Councillor MacEachern
Seconded by Councillor MacDonald

- 72/14 **THAT** the Council of the Town of St. Stephen grants permission to the St. Stephen Development Board to hold the following six (6) events:

- Town Pride Challenge for Community Pride Month: Thursday, May 8, 2014 from 9:00 a.m. – 1:00 p.m. - "Home Base" at the St. Croix Courier parking lot.
- 2nd Annual Town Wide Yard Sale: Saturday, May 24, 2014 from 8:30 a.m. – 1:00 p.m.
- Canada Day Celebrations: Tuesday, July 1, 2014 from 11:00 a.m. – 3:00 p.m. at the Town Square and the waterfront up to and including the first Visitor Information Centre driveway.
- Summer Musical Concert Series: Thursday evenings (July 10 – 31, 2014) from 6:30 p.m. – 8:30 p.m. at the David Alison Ganong Chocolate Park.
- 31st Annual Chocolate Fest: Saturday, August 2, 2014 – Saturday, August 9, 2014.
- 41st Annual International Homecoming Festival: Thursday, August 7, 2014 – Sunday, August 10, 2014. **CARRIED**

GRANT - THE CHOCOLATE MUSEUM

Moved by Deputy Mayor Ames
Seconded by Councillor Harding

- 73/14 **THAT** the Council of the Town of St. Stephen approves a 2014 unbudgeted grant in the amount of \$10,000.00 (ten thousand dollars) to The Chocolate Museum of St. Stephen, NB. **CARRIED**

PROPOSED DEVELOPMENT OF CLARK COURT PROPERTY – HOUSING INCENTIVE POLICY FUNDING AGREEMENT

Moved by Councillor Booth
Seconded by Councillor Maxwell

- 74/14 **THAT** the Council of the Town of St. Stephen authorizes the Mayor and Town Clerk to execute a Housing Incentive Policy Funding Agreement with Southwest Concrete & Const. Ltd. in the form of agreement attached hereto. **CARRIED**

VOLUNTEER FIREFIGHTERS – ADDITIONAL NIGHT TIME COVERAGE

Moved by Councillor Harding
Seconded by Councillor Maxwell

- 75/14 **THAT** the Council of the Town of St. Stephen authorizes the payment of \$15.00 (fifteen dollars) per night for additional night time coverage of the Fire Station by volunteer firefighters. **CARRIED**

COLLECTIVE AGREEMENT WITH CANADIAN UNION OF PUBLIC EMPLOYEES (CUPE) LOCAL UNION NO. 770

Moved by Councillor MacEachern
Seconded by Councillor Harding

- 76/14 **THAT** the Council of the Town of St. Stephen authorizes the Mayor and Town Clerk to enter into a five (5) year Collective Agreement with CUPE Local Union No. 770 retroactive to January 1, 2013 and expiring on December 31, 2017. **CARRIED**

APPLICATION FOR FINANCING – GENERAL FUND

Moved by Councillor MacEachern
Seconded by Councillor Booth

- 77/14 **BE IT RESOLVED THAT** the Clerk and/or Treasurer and/or Mayor be authorized to issue and sell to the New Brunswick Municipal Finance Corporation a Municipality of St. Stephen debenture in the principal amount of \$354,000 (three hundred and fifty four thousand dollars) on such terms and conditions as are recommended by the New Brunswick Municipal Finance Corporation, and be it resolved that the Municipality of St. Stephen agree to issue post dated cheques payable to the New Brunswick Municipal Finance Corporation as and when they are requested in payment of principal and interest charges on the above debenture:

<u>Purpose</u>	<u>Amount</u>	<u>Term</u>
<u>Transportation Services</u>		
Storm and Sanitary Sewer Separation	\$175,000	10 Years
Sidewalks and Streets	\$179,000	10 Years
	<u>\$354,000</u>	

CARRIED

APPLICATION FOR FINANCING – WATER & SEWERAGE FUND

Moved by Councillor MacEachern

Seconded by Councillor Harding

- 78/14 **BE IT RESOLVED THAT** the Clerk and/or Treasurer and/or Mayor be authorized to issue and sell to the New Brunswick Municipal Finance Corporation a Municipality of St. Stephen debenture in the principal amount of \$1,277,000 (one million two hundred and seventy seven thousand dollars) on such terms and conditions as are recommended by the New Brunswick Municipal Finance Corporation, and be it resolved that the Municipality of St. Stephen agree to issue post dated cheques payable to the New Brunswick Municipal Finance Corporation as and when they are requested in payment of principal and interest charges on the above debenture:

<u>Purpose</u>	<u>Amount</u>	<u>Term</u>
<u>Environmental Health Services</u>		
Refinancing Debenture No. AQ 18	\$868,000	10 Years
Storm and Sanitary Sewer Separation and Water Main Renewal	<u>\$409,000</u>	10 Years
	<u>\$1,277,000</u>	

CARRIED

AGREEMENT - PROCOM DATA SERVICES INC.

Moved by Councillor Harding

Seconded by Councillor Maxwell

- 79/14 **THAT** the Council of the Town of St. Stephen approves the expenditure in the amount of \$7,310.00 (seven thousand, three hundred and ten dollars), plus HST, and an additional 15% (fifteen percent) on annual support costs to PROCOM Data Services Inc. of Gander, Newfoundland, for an upgrade to the Town's current accounting software.

AND FURTHER THAT the Council of the Town of St. Stephen authorizes the Mayor and Town Clerk to execute an agreement with PROCOM Data Services Inc. in the form presented to Council at its Closed Committee meeting on March 12, 2014 as per Section 10.2(4)(c) of the New Brunswick *Municipalities Act*. **CARRIED**

APPOINTMENT – THE CHARLOTTE COUNTY HOSPITAL FOUNDATION, INC.

Moved by Councillor MacEachern

Seconded by Councillor Maxwell

- 80/14 **THAT** Patricia Frost be appointed to the Board of Trustees of the Charlotte County Hospital Foundation, Inc. for a three year term commencing May 1, 2014 and expiring April 30, 2017, filling the vacancy left by the retirement of Barbara Lee.

CARRIED

AGREEMENT - NEW BRUNSWICK SPORTS HALL OF FAME

Moved by Deputy Mayor Ames

Seconded by Councillor MacDonald

81/14 **WHEREAS** the Council of the Town of St. Stephen, at its Regular Session on Monday, February 24, 2014 approved an unbudgeted expenditure in the form of a deposit for a financial guarantee to the New Brunswick Sports Hall of Fame for the sale of tickets and ads for the upcoming 45th Annual Induction Banquet and Ceremony in the amount of \$28,000.00 (twenty-eight thousand dollars).

NOW THEREFORE BE IT RESOLVED THAT the Council of the Town of St. Stephen authorizes the Mayor and Town Clerk to execute an agreement, copy attached, with the New Brunswick Sports Hall of Fame retroactive to February 25, 2014. **CARRIED**

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

Moved by Deputy Mayor Ames

Seconded by Councillor MacDonald

82/14 **WHEREAS** the Council of the Town of St. Stephen has been presented documentation and samples regarding the size and style of tile to be installed by DORA Construction Limited in the pool area of the Town's Garcelon Civic Center;

AND WHEREAS DORA Construction Limited has requested to install a tile size and style different than that which the Council for the Town had approved;

AND WHEREAS the Project Manager representing the Town of St. Stephen under the Town's contract with DORA Construction Limited has prepared correspondence indicating the position of the Town with respect to the change in the tiles to be installed in the Garcelon Civic Center pool area, which correspondence has been presented to Council for approval;

NOW THEREFORE BE IT RESOLVED THAT the Council of the Town of St. Stephen approves the correspondence prepared by the Town's Project Manager for the Garcelon Civic Center to DORA Construction Limited setting out the Town's position regarding the change of tile to be installed in the Garcelon Civic Center pool area, in the form presented to Council;

AND FURTHER that, subject to the matters set out in the above referenced correspondence, the Council approves the change in the size and style of the tile to be installed in the Garcelon Civic Center pool area to that proposed by DORA Construction Limited. **CARRIED**

AWARDING OF TENDER: TOWN OF ST. STEPHEN'S GARCELON CIVIC CENTER FITNESS EQUIPMENT – TOSS14-01

Moved by Councillor Harding

Seconded by Councillor MacDonald

- 83/14** THAT of the two (2) proposals received, the proposal of \$90,211.75, (ninety thousand, two hundred and eleven dollars and seventy-five cents), including HST, and quarterly site visits of \$400.00 (four hundred dollars), plus HST, from Spartan Athletic Products Limited of Moncton, NB for fitness equipment and related services, for the Garcelon Civic Center, be accepted. **CARRIED**

TERM AGREEMENT – THE TOWN AND CLARISSA ARSENEAULT

Moved by Councillor MacDonald

Seconded by Councillor Booth

- 84/14** WHEREAS the Council of the Town of St. Stephen and Clarissa Arseneault have negotiated a Term Agreement in the form presented to Council;

NOW THEREFORE BE IT RESOLVED THAT the Council of the Town of St. Stephen authorizes the Mayor and Town Clerk to execute a Term Agreement between The Town of St. Stephen and Clarissa Arseneault of St. Stephen, NB for the position of Administrative Clerk, Programs, and Marketing Coordinator of the Garcelon Civic Center for a one (1) year term commencing April 9, 2014 and in the form of agreement presented to Council. **CARRIED**

Councillor MacEachern 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.

Deputy Mayor Ames voting against the motion.

Councillor Harding voting against the motion.

GARCELON CIVIC CENTER – WELLNESS AMBASSADOR PROGRAM

Moved by Deputy Mayor Ames

Seconded by Councillor Booth

- 85/14** THAT the Council of the Town of St. Stephen approves the Garcelon Civic Center Wellness Ambassador Program attached. **CARRIED**

GARCELON CIVIC CENTER ARENA OPERATIONS/RENTAL POLICY

Moved by Councillor MacEachern

Seconded by Councillor MacDonald

THAT the Council of the Town of St. Stephen approves the Garcelon Civic Center Arena Operations/Rental Policy No. 61 attached.

AMENDED

GARCELON CIVIC CENTER ARENA OPERATIONS/RENTAL POLICY

Moved by Councillor Booth

Seconded by Councillor Harding

- 86/14 **THAT** the Council of the Town of St. Stephen approves the Garcelon Civic Center Arena Operations/Rental Policy No. 61 attached with the deletion of the word “not” in Section 15(f) which shall now read “Food and/or drink are prohibited on the ice surface”. **CARRIED**

GARCELON CIVIC CENTER WALKING/JOGGING TRACK POLICY

Moved by Councillor MacEachern

Seconded by Councillor MacDonald

- 87/14 **THAT** the Council of the Town of St. Stephen approves the Garcelon Civic Center Walking/Jogging Track Policy No. 60 attached. **CARRIED**

TOWN OF ST. STEPHEN - SOCIAL MEDIA POLICY

Moved by Deputy Mayor Ames

Seconded by Councillor MacEachern

- 88/14 **THAT** the Council of the Town of St. Stephen approves the Social Media Policy No. 59 attached. **CARRIED**

BELL MOBILITY WIRELESS SOLUTION PROPOSAL

Moved by Councillor MacDonald

Seconded by Councillor Booth

- 89/14 **THAT** the Council of the Town of St. Stephen accepts the proposal submitted by Bell Mobility Inc., in the form presented to Council at its closed session on March 24, 2014 as per Section 10.2(4)(c) for the purchase of equipment and services for mobile telecommunications including acquisition of Tablets.

AND FURTHER THAT the Town of St. Stephen authorizes the switch of mobile communications to Bell Mobility Inc. from Telus Mobility and approves any penalties that may arise as a result of the switch but which are to be recovered through port-in activation credits that is included in the Bell Mobility Inc. proposal.

AND FURTHER THAT the Town of St. Stephen approves the purchase of Tablets, without subsidy, from Bell Mobility Inc., as included in their proposal including the addition of a tablet share plan and directs the Town Clerk to prepare for the

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development of future paperless Council meetings for those Councillors, including the Mayor, who wish to receive information in this format.

AND FURTHER THAT the Town of St. Stephen authorizes the Mayor and Town Clerk to enter into an agreement with Bell Mobility Inc for the provision of equipment and services as outlined in their proposal and prior to the deadline required to receive the port-in activation credits indicated in their proposal. **CARRIED**

15. **REPORTS OF MAYOR AND COUNCILLORS**

Deputy Mayor Ames

- Attended all Town meetings.
- Attended an International Festival meeting.
- Attended a Chocolate Museum Operating Committee meeting.
- Attended a Regional Service Commission meeting in Bayside.
- Attended a Calais City Council meeting.
- Attended a Masons' Irish Jig Supper.
- Attended a BIA meeting.
- Met with the Wrestling President.
- Attended a NB Sports Hall of Fame Banquet and Induction Ceremony Committee meeting.
- Attended a Garcelon Civic Center Advising Commission meeting.

Councillor MacEachern

- Attended the Chamber of Commerce After Hours event at Ganong.
- Attended the Day of Champions at the Border Arena.
- Attended all Town meetings.

Councillor Harding

- Attended all Town meetings.
- Attended an airport meeting with respect to a possible extension and suggested that perhaps other municipalities would be interested in providing funding.

Councillor Booth

- Attended all Town meetings.
- Attended a Charlotte County Museum board meeting, with five new members, and Doug Dougherty, Past Chair, will make a presentation to Council next month.

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Councillor MacDonald

- Attended all Town meetings.
- Attended a NB Sports Hall of Fame Banquet and Induction Ceremony Committee meeting.
- Attended a Garcelon Civic Center Advising Commission meeting.
- Attended a Civic Center Fundraising board meeting.

Councillor Maxwell

- Attended a NB Sports Hall of Fame Banquet and Induction Ceremony Committee meeting.
- Attended all Town meetings.
- Attended a Chocolate Museum Operating Committee meeting and stated that he is pleased that the Deputy Mayor is now a member.
- Organized a fundraising pool tournament at Dooly's with proceeds to Breast Cancer.
- Expressed sympathy to the family of the late Gene Johnson, who was a retired Town employee.

Mayor Quartermain

- Thanked all the many volunteers who made the Day of Champions event a great success and stated he hopes that the organizers will request it be held at the Garcelon Civic Center next year.

16. QUESTION PERIOD

With respect to the Town's Property Manager's recommendation at the Committees' meeting on March 12th to request an engineer's report on the old Town Hall for a fee of approximately \$1,500.00, David Hyslop, resident, expressed his concern and hesitation with an engineer's report for such a nominal fee.

The Mayor advised that further to the above-noted Committees meeting, the Town will be exploring different options on the building.

With respect to the Cheque Register, Mr. Hyslop stated that he understood payment to Fundy Building Inspection was for Manzer Young's building inspection services, but questioned why payment to Manzer Young himself. He was advised that Manzer is being paid as the interim By-laws Enforcement Officer.

Kathy Bockus, reporter with the *Saint Croix Courier*, questioned the number of lots being approved under the Housing Incentive Policy Funding Agreement with Southwest Concrete & Const. Ltd. She was advised that no definite numbers of lots

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are being approved and that payment by the Town to Southwest with respect to any individual lot shall not be paid until the year following the completion of construction of housing units.

Mrs. Bockus further questioned the approval of the new Social Media Policy and was advised that one was required for the Garcelon Civic Center, so rather than have it just for the Center, it was drafted to include all Town social media.

Derwin Gowan, reporter with the *Telegraph-Journal*, questioned when meetings would become paperless and he was advised that it will be a slow transition.

Mrs. Bockus questioned the new plan with Bell Mobility which switches employees' cell phones from TELUS, and also includes Tablets for future use with paperless meetings.

She further questioned the canteen manager for the Garcelon Civic Center and was advised that details are still being worked out, and when asked why a direction schedule for the walking/jogging track, Councillor MacDonald stated that she would find out and advise her accordingly.

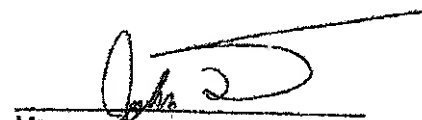
17. ADJOURNMENT

ADJOURNMENT

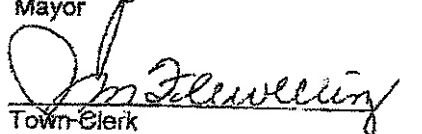
Moved by Councillor MacEachern

Seconded by Deputy Mayor Ames

90/14 THAT the meeting adjourn at 8:00 p.m. CARRIED



Mayor



Town Clerk



Campus : Miramichi

N°

Training Sales Agreement

Agreement entered into this 18th day of February, 2014

BETWEEN The New Brunswick Community College Corporation represented by the President and CEO responsible for the Corporation (hereinafter called "the President"), of the first part;

AND Town of St. Stephen
St. Stephen, NB

Name, address and telephone number of the "Purchaser", (hereinafter called the "Purchaser"), of the second part;

WHEREAS the President is responsible for the provision of post-secondary, non-university education in New Brunswick;

AND WHEREAS the President is empowered, under the authority of the *Community College Act*, to establish and operate post-secondary training institutions;

AND WHEREAS the President has established an institution (hereinafter called "NBCC"); under the New Brunswick Community College Corporation;

AND WHEREAS the President has further established campuses under the operation of NBCC, one of these campuses being party to this agreement;

AND WHEREAS the parties have agreed that the training courses hereinafter referred to shall be conducted under the direction of the training institution relevant to this agreement;

NOW THIS AGREEMENT WITNESSETH:

1. The aforementioned Campus shall provide training as follows:

Program Title: (if applicable):	<u>Fire Investigator</u>
Course(s) Title	<u>Level 1</u>
Course(s) code	_____
Number of trainees:	_____
Instructor's name:	_____
Training dates:	<u>January 12th to January 17th, 2014</u>
Schedule (days):	_____
Hours:	<u>From: 8:00 a.m. To: 5:00 p.m.</u>

Specific course objectives or general program objective: As per schedule "A" hereto attached.

2. Costs:

Development cost:	<u>\$300.00</u>
Training cost:	<u>N/A</u>
Total cost:	<u>\$300.00</u>

Total cost of training shall be paid for in one payment or in accordance with the following schedule of payments, within 30 days of receipt of an invoice from the President. Otherwise, it can be paid for based on an agreement between the Purchaser and the Campus. All payments are to be made in the name of the NBCC.

Payment # 1

Date due: _____
Amount: _____

Payment # 3

Date due: _____
Amount: _____

Payment # 2

Date due: _____
Amount: _____

Payment # 4

Date due: _____
Amount: _____

3. The training may be canceled, by notice in writing or fax, by either party without cost, at any time prior to 2:00 P.M. on _____.
4. When a trainee, in the opinion of the President in consultation with the purchaser, is not progressing satisfactorily, or is otherwise determined to be undesirable, the trainee shall be withdrawn from the course.
5. All trainees are clients of NBCC, and as such, must abide by NBCC student Policies including, but not limited to:
 - NBCC-9319 Academic Integrity
 - NBCC-9320 Student Code of Conduct
 - NBCC-9321 Student Standing and Timely Completion
 - NBCC-9227 Student Issues and Complaints
 - NBCC-9323 Student Assessment and Appeal
6. The President shall provide administrative and instructional staff, facilities, materials and tests needed to conduct the course, except for: _____.
7. The purchaser agrees, in consideration of being awarded this contract, to indemnify and save harmless the President and the New Brunswick Community College Corporation including all officers and employees of the Corporation, from and against any claims for damage or injury that may be caused or sustained by a trainee during the period of training.
8. All equipment purchased by the President for the purpose of this agreement shall remain the property of the President.
9. Both parties may amend this agreement upon mutual consent in writing.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed on the day and year first above written.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

President's Representative
(Print in block letters)

Signature
President's Representative

President's Witness
(Print in block letters)

X John Ames (Acting Mayor)
X Stan Flewelling (Clerk)

Purchaser's Representative
(Print in block letters)

X FRANK GODSOE

Purchaser's Witness
(Print in block letters)

Signature
President's Witness

X [Signature]
X Stan Flewelling

Signature
Purchaser's Representative

X [Signature]

Signature
Purchaser's Witness

Schedule A

Specific Course Objectives / Program Objectives

Prepared by NBCC _____
Training Sales Agreement CSP N° T52
Date December 11, 2013

HOUSING INCENTIVE POLICY FUNDING AGREEMENT

This **HOUSING INCENTIVE POLICY FUNDING AGREEMENT** made this 4th day of April, 2014.

BETWEEN:

THE TOWN OF ST. STEPHEN, a town corporate, duly incorporated, organized and subsisting under and by virtue of the Acts of the Legislative Assembly of the Province of New Brunswick, being 34 Victoria 1871, Chapter 20, (hereinafter referred to as the "**Town**")

OF THE FIRST PART;

- and -

SOUTHWEST CONCRETE & CONST. LTD., a body corporate incorporated under the laws of the Province of New Brunswick, (hereinafter referred to as "**Southwest**"),

OF THE SECOND PART.

WHEREAS the parties hereto entered into a development agreement dated the 18th day of August, 2004 in the form attached thereto as Schedule "A" (the "**Development Agreement**");

AND WHEREAS the parties hereto entered into a Memorandum of Understanding 17th day of January, 2005 clarifying the terms set out in the Development Agreement as attached hereto as Schedule "B" (the "**Memorandum of Understanding**");

AND WHEREAS on the 6th day of May, 2013 Southwest applied to the Town for funding under the Town's Housing Incentive Policy Part 2 (the "**Southwest Application**");

AND WHEREAS by resolution of the Council for the Town dated the 24th day of June, 2013 the Town approved part of the Southwest Application and directed that an Agreement be prepared to reflect the Town's terms of agreement with the Southwest Application;

NOW THEREFORE, THIS AGREEMENT WITNESSETH THAT for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. The parties hereto agree that the Development Agreement and the Memorandum of Understanding are in full force and effect and, as of the date of this Agreement, neither party is in breach of such agreements.
2. Subject to Southwest complying with its obligations under this agreement, the Development Agreement and the Memorandum of Understanding, the Town hereby approves Southwest's application for funding under Part 2 of the Town's Housing Incentive Policy in the amount of Two Thousand Dollars (\$2,000.00) per lot.



3. The amount payable by the Town to Southwest with respect to any individual lot shall not be due and payable until the calendar year following the completion of construction of housing units on such lot. For the purpose of this agreement, no housing unit shall be considered complete until certified to be complete by the Town's building inspector.
4. Other than the amount stated in section 2 above, the Town shall have no obligation to provide further funding to Southwest under the Town's Housing Incentive Policy. The Town may, however, consider an application by Southwest for assistance due to unusual circumstances in infrastructure or site development as outlined in Part 2 of the Town's Housing Incentive Policy No. 52 (hereinafter referred to as "unusual circumstances"). Where the Town does approve an application by Southwest for assistance due to unusual circumstances, the Town shall be under no obligation to provide any funding other than the specific amount approved for such application.
5. In the event that Southwest is in default of the terms of this agreement, the Development Agreement or the Memorandum of Understanding, the Town shall have no further obligation to provide funding under this agreement.
6. Both parties agree to do everything necessary to ensure that the terms of this Agreement take effect.
7. No waiver of any of the provisions of this Agreement, the Development Agreement or the Memorandum of Understanding shall be deemed or shall constitute a waiver of any other provisions (whether similar or not) nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.
8. This Agreement is not assignable without the prior written consent of the Town. Any attempt to assign any of the rights, duties or obligations of this Agreement without written consent is void.
9. This Agreement shall not be in force and effect, or bind any of the parties, until executed by all the parties named in this Agreement.
10. No change or modification of this Agreement shall be valid unless it be in writing and signed by each party.
11. This Agreement and all attached schedules constitute the entire Agreement between the parties to this Agreement pertaining to the subject-matter hereof and supersede all prior and contemporaneous Agreements, understandings, negotiations and discussions, whether oral or written, of the parties and there are no warranties, representations or other Agreements between the parties in connection with the subject-matter of this Agreement except as specifically set forth herein.
12. The parties agree that each of them shall, upon reasonable request of the other, do or cause to be done all further lawful acts, deeds and assurances whatsoever for the better performance of the terms and conditions of this Agreement.
13. The invalidity of any particular provision of this Agreement shall not affect any other provision of it, but the Agreement shall be construed as if the invalid provision had been omitted.

A handwritten signature in black ink, appearing to be a stylized name, located in the bottom right corner of the page.

14. This Agreement shall be governed by and construed in accordance with the laws of the Province of New Brunswick, and the laws of Canada applicable therein.

15. In addition to any other rights of termination the Town may have under this Agreement, this Agreement may be terminated on not less than five days' notice, provided the default has not been rectified within that time if:

- (a) Southwest fails to observe or perform any material provision of this Agreement, or
- (b) Southwest ceases or threatens to cease carrying on its business, passes a resolution or files a petition for its winding up or liquidation, becomes insolvent or makes a general assignment for the benefit of its creditors or a proposal under the *Bankruptcy and Insolvency Act*, or commences any proceedings under creditors arrangements legislation.

IN WITNESS WHEREOF the parties hereto have caused these presented to be duly executed the day and year first above written.

THE TOWN OF ST. STEPHEN

Per: 
John Quartermain, Mayor

Per: 
Joan Flewelling, Clerk

SOUTHWEST CONCRETE & CONST. LTD.

Per: 



Schedule "A"

THIS AGREEMENT made this 18th day of August, 2004

BETWEEN:

THE TOWN OF ST. STEPHEN, a Town Corporate, duly incorporated, organized and subsisting under and by virtue of The Municipalities Act, being Acts of New Brunswick, 1966, Chapter 20, hereinafter called "the Town"

- and -

William Young, hereinafter known as "The Developer"

WHEREAS the Developer proposes to construct a new development on the Clark Court and Smith Properties, the Town proposes the following terms conditional on the Developer acquiring the Smith Subdivision prior to December 31, 2004:

1. The Town will sell to the Developer the property known as Clark Court currently owned by the Town of St. Stephen for \$1,000 (one thousand dollars) (PID #01295252 and PID #:5088552).
2. The Town will allow the zoning of property now designated as "green space". (PID #15099552) to be changed to single family housing in exchange for replacement land of equal or greater size within the Smith Subdivision to be designated "green space".
3. The streets now subdivided in the Smith subdivision plan (April 16, 1969) which are 50 feet wide can continue to be 50 feet, however, the street within the Clark Court portion of the new combined subdivision must be 66 feet.
4. The Town will allow the two roads extending from Oaksway marked #2 and #3 on the attached drawing (Schedule 1) to end in a cul-de-sac not to exceed 230 meters in length.
5. The proposed combined subdivision to be developed by the Developer in three phases, identified on Schedule 1; Phase 1 to be completed and ready for housing construction prior to December 31, 2005; Phase II and Phase III to be developed at such time that Phase I is sold out.
6. When each phase has been made ready for housing development, the Developer will complete all infrastructure as required by the Town of St. Stephen Subdivision By-Law, except paving, which will be responsibility of the Town of St. Stephen.

IN WITNESS WHEREOF the parties hereto have caused these presents to be duly executed that day and year first above written.

THE TOWN OF ST. STEPHEN

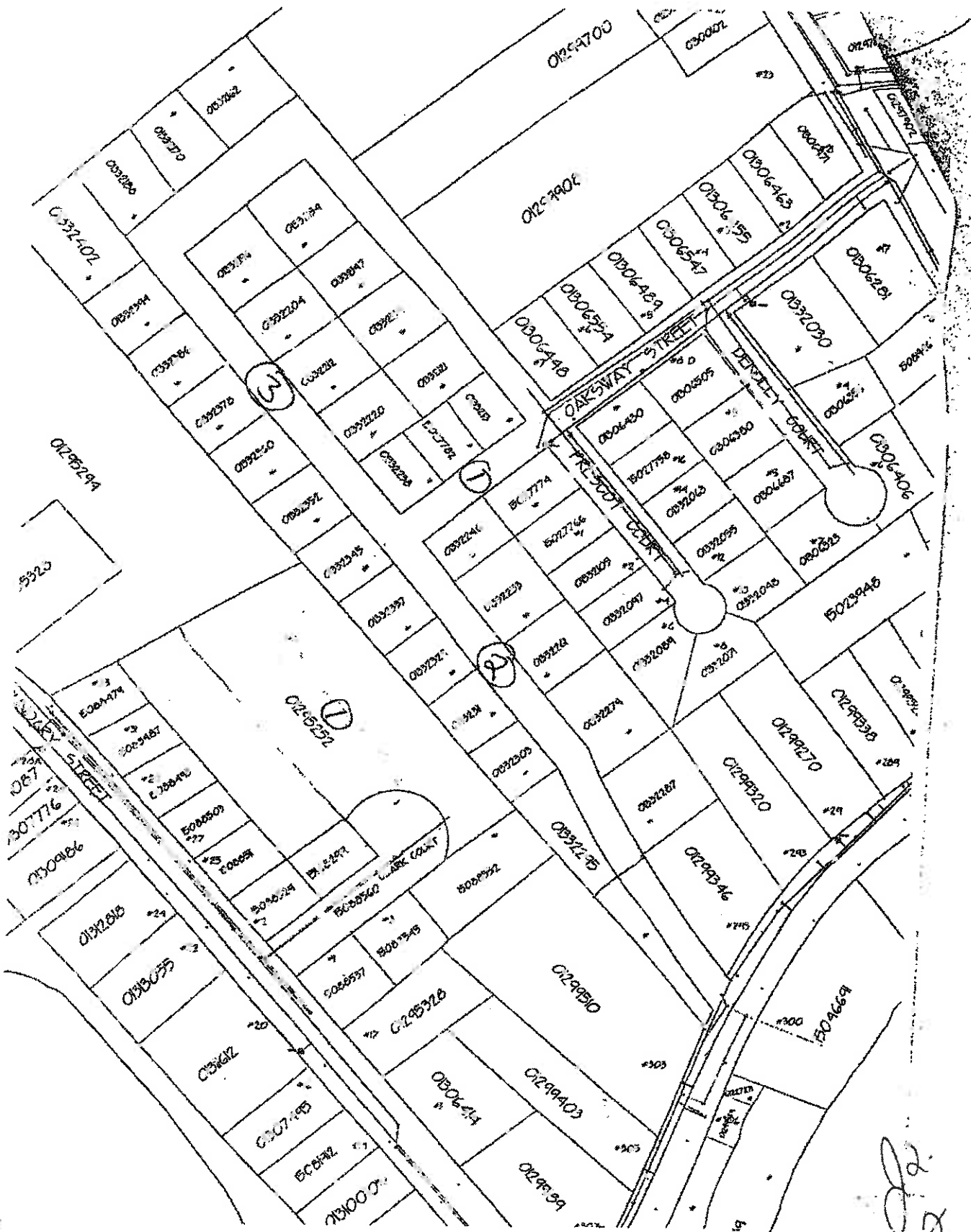
Witness: 


Brenda L. Knight, CAO/Clerk

Witness: 


William Young - Developer





Handwritten signature or initials.

Schedule "B"

MEMORANDUM OF UNDERSTANDING

The undersigned parties executed an agreement dated August 18, 2004 respecting the development of Clark Court and Smith properties in the Town of St. Stephen. This memorandum clarifies the terms of the agreement but is not to be construed as changing said agreement nor binding the parties to terms not contemplated therein.

1. The developer will submit a tentative subdivision plan for approval by the Town in accordance with the requirements of the Town Subdivision By-law and the *Community Planning Act* prior to the commencement of any work on the project.
2. The developer will also submit for approval to the Town engineering drawings and a drainage plan.
3. The developer will also deliver appropriate plans to NB Power, Aliant, Rogers Cable and Fibrbridge Gas to allow same to initiate proposed layouts for services.
4. The developer will comply with Town by-laws, and subject to inspection and approval by Town representatives, carry out and pay for the entire cost of the following:
 - (a) Survey and staking of lots and streets;
 - (b) Construction of all streets but the Town shall be responsible for hot mix asphalt;
 - (c) Construction of a sanitary sewer system;
 - (d) Construction of a storm sewer system;
 - (e) Construction of the water system;
 - (f) Engineering design and inspection;
 - (g) Installation of poles for street lighting, where required;
 - (h) A monthly certificate from an engineer qualified to practice in New Brunswick that the work done and materials provided are in accordance with the said agreement and Town by-laws and a final certificate to the Town when the work has been completed to the satisfaction of the Town;
 - (i) File with the Town as built drawings including location of services.
- 5.(1) The Town shall, at no cost to the developer:
 - (a) Pave the streets with hot mix asphalt within one year from the date that the streets are turned over to the Town by the developer;
 - (b) Erect street signs as soon as occupancy of dwelling houses required naming the streets in accordance with the resolution of the Town Council, notwithstanding that such names do not coincide with those shown on the filed subdivision plan;
- 5.(2) The above items shall be supplied on site by the Town when required by the developer in accordance with a program prepared for the work immediately following approval of the subdivision.



5.(3) All items, following acceptance of delivery on site by the developer, shall become the responsibility of the developer against their accidental breakage or vandalism until the completed works are accepted by the Town.

6. Section 5 of the said agreement has been amended to read December 31, 2005 in line three thereof. Phase II will be developed when Phase I is sold out and Phase III will be developed when Phase II is sold out.

7. The developer indemnifies and saves harmless the Town from all manner of claims or actions by third parties arising out of the work performed on the development except claims or actions resulting from the negligence of the Town, and the developer shall file with the Town prior to the commencement of any work standard policies of liability insurance providing coverage in the amount of at least \$2,000,000.00 per accident.

8. The Town is responsible for any defect or faulty material or bad workmanship with respect to any materials or installation required by it by paragraph 5 hereof and agrees to repair such defects and make good such bad workmanship and faulty material within thirty (30) days after written notice from the developer and the indemnification by the developer provided in the next preceding paragraph shall not extend to materials, installation and constructions supplied by the Town pursuant to paragraph 5 hereof.

9. The developer shall insert a covenant in the deed or transfer to each purchaser of lands in the said subdivision in the usual form for such restrictive covenants that requires the purchaser to carry out the landscaping works therein provided and failure to insert such a covenant shall render the developer liable to having the work carried out at its expense by the Town or its agents.

DATED this 17th day of January, 2005.

THE TOWN OF ST. STEPHEN

W. Robert Pearson
Mayor

Brenda D. Knight
Town Clerk

DEVELOPER

William Young
William Young

12.
JMT
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**New Brunswick Sports Hall of Fame/
Temple de la renommée sportive du Nouveau-Brunswick**

503 rue Queen Street, P.O. Box/C.P. 6090
Fredericton, New Brunswick E3B 5H1
Telephone/Téléphone 506 453.3747
Fax/Télécopieur 506.459.0481
www.nb.sportshalloffame.nb.ca

CONFIDENTIAL

THIS AGREEMENT made this 24th day of February, 2014

BETWEEN the **NEW BRUNSWICK SPORTS HALL OF FAME INC.**,
AND the **TOWN OF ST. STEPHEN**

WHEREAS the **NEW BRUNSWICK SPORTS HALL OF FAME INC.**, (hereinafter called the "Sports Hall of Fame"), was established in 1970 to recognize this province's outstanding athletes and sport builders, and to preserve and promote an appreciation for New Brunswick's sports heritage.

AND WHEREAS the Town of St. Stephen, has agreed to Host the Sports Hall of Fame's 45th Annual Induction Banquet & Ceremony as stipulated in the RFP and under the covenants identified below on the evening of Saturday, June 7th, 2014 at the Garcelon Civic Center.

IN CONSIDERATION of the respective covenants and agreements contained in this Agreement, the parties covenant and agree as follows:

- The Town of St. Stephen will guarantee a minimum profit (revenue minus expenses = profit) of \$10,000.00.
- The Town of St. Stephen, within 7 days of signing this agreement, will forward \$28,000.00 to the Sports Hall of Fame. The \$28,000.00 will be combined with the \$2,000.00 bid bond in holding, and the entire \$30,000.00 will be considered a financial guarantee in relation to the aforementioned \$10,000.00 profit guarantee. Any shortfall of the guaranteed profit will be paid by the Town of St. Stephen to the Sports Hall of Fame within 7 days of being invoiced.
- The Town of St. Stephen guarantees that the Garcelon Civic Center will be ready as the designate location for the event.

- See over -

- The Town of St. Stephen guarantees that by February 27th, 2014 a qualified and capable catering service provider is contracted to provide Food & Beverage Services as required and within budget.
- The Town of St. Stephen guarantees that the HOST COMMITTEE as identified in the Town of St. Stephen's proposal will be staffed and tasked accordingly to achieve the three primary responsibilities;
 - Promote, oversee, and achieve the sale of at least 300 event tickets,
 - Promote and achieve the sale of at least \$7,500.00 in Souvenir Program Ads,
 - Plan and deliver activities in the local area that will build community interest.
- The Sports Hall of Fame will ensure that the overall presentation of the event is of the highest quality.
- The Sports Hall of Fame is responsible for engaging the Master of Ceremonies; souvenir and audio-visual program content; liaison with Title & Major Sponsors regarding tickets and advertising; and for the induction ceremony, including the honoree portraits, citations, mementoes, etc., and for all contact with the honorees, including notification of their election, detailed information regarding the event, and ticket orders for themselves and their immediate families. Detailed information on these costs will be provided to the host committee.

NEW BRUNSWICK SPORTS HALL OF FAME

Jean-Guy Poitras, Board of Governors Chairman

Signature: Dr. Jean-Guy Poitras Date: February 28, 2014

TOWN OF ST. STEPHEN

John Quartermain, Mayor

Signature: John Quartermain Date: February 25, 2014

Joan M. Flewelling March 25, 2014
 Joan M. Flewelling, Clerk



The Town of St. Stephen's

Garcelon Civic Center



Wellness Ambassador Program

VOLUNTEER PROGRAM

Become a Garcelon Civic Center Wellness Ambassador Today!

The **opportunity**: The Garcelon Civic Center is seeking reliable volunteers to assist with the daily operations of the Civic Center and promote health and wellness within the community and Charlotte County Region.

Ideal candidate: if you have passion for active living and you enjoy interacting with others, then this could be the opportunity for you!

Wellness Ambassador Responsibilities:

- Volunteer a minimum of 5 hours per week to maintain wellness ambassador status;
- Adhere to a weekly volunteer schedule based on your availability;
- Offer facility tours;
- Program facilitation;
- Supervision;
- Customer service; and
- Fitness orientations.

The **result**: A positive and rewarding social environment, training opportunities, and discounted facility membership, and attendance at a volunteer recognition event.

WELLNESS AMBASSADOR APPLICATION FORM

1. Applicant Contact Information

Name: _____

Contact Number: (h) _____ (w) _____

Email: _____

2. Professional Experience

Have you ever volunteered for a not-for-profit organization? Y/N

If so, please explain:

Do you have general knowledge of health and wellness? Y/N

Please select the area(s) where you would like to assist.

- Fitness Center
- Special Events
- Aquatics
- Programming
- All

List any relevant courses/certifications that you possess:

3. Hours/Availability

How many hours could you volunteer per week?

- Up to 5 hours
- Between 5-10 hours
- More than 10 hours

Are you available evenings and weekends? Y/N

Please identify any days or times during the week when you are NOT available to volunteer:

All candidates will be required to submit a criminal record check.



TOWN OF ST. STEPHEN

POLICY

Title: **GARCELON CIVIC CENTER** Policy No. 61
ARENA OPERATIONS/RENTAL
POLICY Page 1 of 9
Effective Date: March 24, 2014
Approved by Council: March 24, 2014

1) Purpose:

The purpose of this policy is to establish guidelines and a framework in which the Arena area of the Garcelon Civic Center shall operate.

2) Authority:

It shall be the policy of the Town of St. Stephen to confer upon the Garcelon Civic Center Manager the authority and responsibility for implementation of the policies as contained herein.

3) Definitions/Terms:

- *User: refers to the organization or individual customer of the Town of St. Stephen's Garcelon Civic Center;*
- *Manager: refers to the Garcelon Civic Center Manager;*
- *Town: refers to the Town of St. Stephen;*
- *Advising Commission: Garcelon Civic Center Advising Commission;*
- *Council: Town Council of St. Stephen;*
- *Civic Center: Garcelon Civic Center.*

4) Responsibilities:

It shall be the responsibility of the Town to manage, allocate, and distribute ice times for the Garcelon Civic Center.

Council Shall:

- Approve fees and operations policies.

Garcelon Civic Center Advising Commission Shall:

- Advise and provide recommendations to the Manager on fees and operations policies;
- Participate in regular review of fees.

Garcelon Civic Center Manager Shall:

- Ensure compliance with the Arena Operations/Rental Policy;
- Review and recommend to Council any changes or amendments to the Arena Operations/Rental Policy;
- Review and recommend to Council and Advising Commission all fees;
- Analyze and evaluate all proposed fees.

Garcelon Civic Center Staff Shall:

- Ensure compliance with the policy;
- Participate in regular review of fees.

5) Guiding Principles:

The following principles used for the development of this policy:

- **Optimize Use of Ice:** ensure effective management of all available ice time;
- **Access and Equality:** ensure fair and equitable access to ice in terms of allocation as well as in the application of fees and charges;
- **Youth Sport Development:** Children and youth are a priority target and special consideration is given to accommodating children and youth activities and sport development;
- **Diversity:** provide options for a wide array of user and programs, current and emerging;
- **Partnerships:** recognize the importance of partnerships with minor sport and community associations in the delivery of rink based activities;
- **Financial stability:** provide a transparent framework for fiscally responsible ice facility operations.

6) Season Schedule:

- a) The Civic Center (Arena) season schedule is approximately 28 to 34 weeks. This schedule is flexible within a few days depending upon the scheduling requirements.
- b) If ice time needs to be cancelled by a user at any time during the season, the user must notify the Manager **at least 72 hours prior to the time being cancelled.** In the event cancellation notice is not received by the Manager or if the facility staff is unable to rent this time to another user for the established rate, the user cancelling the time will be responsible for payment of the original amount. However, if at any time a user abuses the privilege of cancelling items (i.e. frequent cancellations) the Town reserves the right to terminate this policy and implement a new one that will apply to that particular user only.

7) Hours of Operation: (will vary depending upon user demand and work schedule)

- a. Monday- Friday:
 - Open: 6:00am, ice available at 6:30am
 - Closed: 11:30pm, facility closes at 12 midnight.

- b. Saturday- Sunday:
 - Open: 6:30am, ice available at 7am
 - Closed: 11:30pm, facility closes at midnight.

- c. Holidays:
 - The facility will remain open for all Statutory holidays, unless otherwise stated
 - December 24: closing at 12:00pm for remainder of the day.
 - December 25: closed all day.
 - December 26: closed all day.
 - December 31: closing at 5pm for remainder of the day.
 - January 1: closed all day.

- d. Other times may be arranged upon mutual agreement of the Manager and the User.

- e. Ice shall be classified as follows:
 - I. Prime Time:
 - Monday-Friday, 2:30pm to 11:30pm.
 - Saturday and Sunday, All Day.
 - Holidays.

 - II. Non-Prime Time:
 - Monday- Friday, 6:00am-8:00am.

 - III. Day Time:
 - Monday-Friday, 8:00am-2:30pm.

- f. There is no flexibility in regards to the time slot assigned to a user group. Teams and referees may not extend any period into another user's time slot or open time. During play-offs, teams must allow sufficient time to complete tie games either by five (5) minute overtime or other such similar methods, all within their allocated time. In the event additional time is available, it may be purchased at the established rate.

- g. Ice cleaning is normally done after each hour's use according to the master schedule and any variances from that schedule will be charged to the user.

8) Rates:

a) Regular Ice Rental Rates:

Time	Rental Fee (taxes included)
Prime-Time	\$193.80
Non-Prime/School	\$78.54
Day-Time	\$127.50
Local Sport/Youth Group	\$122.40

b) Public Skating Fees:

Pass	Total Fee (taxes included)
Student/Senior Season Pass*	\$50.00
Adult Senior Season Pass*	\$70.00
Family Season Pass *	\$145.00
Parent & Tot Day	\$2.00
Adult Day	\$3.00
Student Day	\$2.50
Senior Day	\$2.50

* Per season.

- c) Pick-up or Shiny Hockey shall be \$10/per participant/per use; minimum of ten (10) users. (taxes included)
- d) No admission fees shall be charged by the user unless authorized in advance by the Town. It is the responsibility of the user to ensure that all patrons have paid their admission fees. It is also the user's responsibility to provide and pay for security as may be required by the Town. At the end of the allocated ice time, it is the responsibility of the user to clear the Arena area of patrons.

e) Non-ice floor rental rates:

Location	Rental Fee (taxes included)
Floor hourly	\$75.00
Floor daily	\$750.00
Non-profit floor hourly	\$50.00
Non-profit floor daily	\$500.00

f) Tournaments/Special Events:

Tournaments are subject to a cancellation fee that is determined by the following:

- I. If the Manager receives a tournament cancellation two weeks or more prior to the date booked, then the user will be charged a \$100.00 fee taxes included.
- II. If the Manager receives a tournament cancellation less than two weeks prior to the date booked, then the user will be charged a \$250.00 fee taxes included.
- III. If the tournament is cancelled but all of the ice that was reserved for the tournament is sold, despite the cancellation, then the user will not be charged a cancellation fee.
- IV. For tournaments, each game will be given a clean sheet of ice by the facility, extra flood times are the responsibility of the user. Flood times will remain at the usual time for tournaments.

g) Rates are subject to change without notice.

h) When the facility is being booked for a major event, the Manager will have the ability to negotiate a specialized contract agreement. Approval will be in writing and signed off by the Manager and the Town's Chief Administrative Officer.

9) Billing and Payments:

- a) An invoice will be mailed to users monthly, if pre-approved by the Town for monthly billing. Late payment charge of \$25.00 per month, compounded monthly, will apply to all invoices outstanding more than 15 days. Cheques which are returned by the bank will be subject to an administration fee of \$25.00 plus HST.
- b) Users must notify the Manager of any billing discrepancies within 15 days of the billing date. All unpaid bills from the previous season are to be paid prior to using the ice at the start of the new season.

- c) Casual users or those not approved for monthly billing will pay at the time of rental.
- d) Rental of other rooms are in addition to the above rates and are subject to separate rental agreements.
- e) Users wishing to charge admission fees must receive authorization in advance by the Town. It is also the responsibility of the User to provide and pay for security if required by the Town. At the end of the ice allotment, it is the responsibility of the user to clear the Arena of patrons.
- f) Spring and summer ice rentals (any booking outside the regular season schedule) are required to pay a non-refundable deposit equal to 50% of their ice booking to confirm their allotment, and the remaining 50% required prior to going on the ice for the first time.
- g) Payments will be accepted between the hours of 9am – 5pm Monday through Friday. A receipt shall be issued for all payments.

10) Cancellations:

- a) The facility will normally remain open during periods of inclement weather. It is the responsibility of the user(s) to decide whether or not to cancel ice time and to notify their members; however, users will still be charged for their ice allotted ice time, unless a decision to close the facility is made by the Manager, and in that event the user(s) will not be charged and/or provided a refund for any monies paid for the cancelled ice time.
- b) The Town reserves the right to cancel the daily schedule or any reserved/booked times upon notification, or by reason beyond the control of the Town, (weather, power outages, ice conditions, unexpected year end playoff games, mechanical failure, or any other unforeseen conditions). Any monies paid for cancelled ice times will be refunded or credited to the account or not be charged to the user.
- c) If ice condition is not considered in satisfactory condition by the user, the user must notify the facility Staff immediately. In the event the condition cannot be corrected and the facility Staff considers the ice unsafe for use, the ice time shall be cancelled at no charge to the user.
- d) Cancellation procedure as per section 6 b) and 8 f).

11) Processing/Allocation of Ice time:

The Manager, on an annual basis, shall determine the process and timing for the ice time allocations and will make regular users aware of the required timelines. The process shall include an ice user's rental request submission (including tournaments/special events), an ice users meeting, and written confirmation of the approved ice time allocation by the Manager. Users shall sign a waiver form and sign off on reviewing and understanding the rental policy terms and conditions.

12) Insurance/Identification requirements:

It is recommended for users to have a Comprehensive General Liability Insurance policy with a minimum limit of 1 million dollars (\$1,000,000) in effect for use of the Arena portion of the facility. A copy of said insurance certificate may be required prior to the first booking, at the discretion of the Manager.

13) New Users or Programs:

It shall be the policy of the Town to reasonably accommodate new users or programs to provide unmet or emerging community needs by offering unallocated ice first, but reserves the right to reasonably reallocate hours from exiting users, if warranted.

14) Group Representation:

In order for the Town to effectively serve patrons, all groups are asked to elect no more than two (2) representatives to serve as liaison between the Garcelon Civic Center and their group. All communication between the group and the Town shall, at all times, be channeled through each group's representatives.

15) General Rules/Regulations:

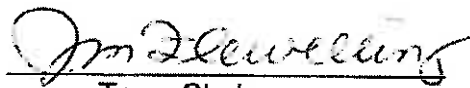
- a) The attendant on duty is in complete charge of the Arena area and his/her instructions are to be followed at all times.
- b) All users are responsible to ensure the safety of their members. Without limiting the forgoing, this would include the use by members of CSA approved safety equipment.
- c) The user shall indemnify the Town against any liability, claim, demand, action or cause of action of any nature whatsoever, or any expense incident thereof, for injury to or death of a person or loss or damage to property, occurring on the property or arising from the use of Arena property.
- d) The facility is a non-smoking facility as per the Province of New Brunswick *Smoke-free Places Act*. Smoking will not be permitted inside the building or within 30 meters of any entryways, including the main entrance.
- e) Alcoholic beverages are not permitted on the property except under a permit issued by the New Brunswick Department of Finance, Liquor Licensing Board and approval of Town Council. You may enter the ice surface once the ice resurfacer is off the ice and the doors are closed.
- f) Food and/or drink are prohibited on the ice surface.
- g) All participants must wear skates while on the ice surface.
- h) All users must ensure proper conduct by their members, players, coaches, skaters, etc. at all times. Persons using the Arena area are expected to follow the Zero Tolerance – Code of Conduct Policy as per Hockey New Brunswick and Hockey Canada guidelines. The user is responsible for any damages to the premises and/or equipment as a result of misuse by the Associations' members.

- i) The user must delegate a reasonable person to remove the nets and slide the nets against the boards once the ice resurfacer has completed one (1) full turn of the ice.
- j) Balls/pucks/chairs/pylons/strollers/sticks or any other item, which might interfere with the safety of any skater while on the ice surface, is prohibited during public skating.
- k) Public skaters must skate with the direction of all other skaters.
- l) Beware – pucks and/or objects may fly into the stands and into the crowd during hockey games or practices.
- m) Any lost and found items are to be documented in the front desk/reception area and stored for pick up. These items will be kept for up to three months.
- n) The user must supply their own scorekeeper(s), if they wish to make use of the score clock.
- o) Players, skaters, etc. are to leave the ice surface immediately at the end of their allotted ice time or when the staff opens the doors to the ice surface. Players are not to enter the ice surface until the ice resurfacer has left the ice surface and the staff has closed the doors.
- p) The operator of the canteen has exclusive rights to sell food and non-alcoholic beverages at designated areas of the facility (excluding vending machines). No food or beverages may be served, sold or given without consultation and arrangement with the canteen operator and Manager.
- q) The Town, its Council, agents and employees cannot be held responsible for any personal injury suffered by any user, spectator or member of the general public as a result of usage of the Arena unless caused by the negligence of the Town or its employees.
- r) In the absence of adequate security arrangements, as determined by the Manager, security shall be provided at games/events as deemed necessary by the Manager. All/any costs relating to the provision of security will be charged to the individual/organization renting/leasing the facility.
- s) The user shall be responsible for securing dressing rooms with keys provided by the staff. The Town will not be responsible for loss or theft of any team or personal property.
- t) Teams must vacate the dressing rooms within 30 minutes after the end of their scheduled ice time.
- u) Any facility staff member shall enforce and interpret these rules in their entirety.
- v) All those renting the ice shall be provided with proper lighting and heating when necessary.
- w) Any person caught tampering with fire safety equipment shall be answerable to the R.C.M.P. and Fire Marshall.
- x) Ice time shall run in accordance with the facility clock.
- y) Teams may not extend their ice time into another user's scheduled ice time.

16) Disciplinary Action:

- a) Patrons may be requested by staff to leave the property if they violate any Arena rules and regulations as listed in section 16 above. R.C.M.P. will be notified to deal with uncooperative patrons when asked to leave or if criminal activities are involved or suspected.
- b) An incident report must be completed by the involved staff for any removal and submitted to the Manager. Incident reports are found in the reception and must be completed immediately following the incident.
- c) If warranted, the Manager may forbid any patron from future involvement at the Civic Center.
- d) The Manager will advise the patron in writing of this decision. If a complete ban is warranted, a petty trespass notice will be filed and served by the R.C.M.P.
- e) If a patron does not agree with the decision, they may request a meeting with the Manager, to review the incident.
- f) If a patron does not agree with the decision by the Manager, they may request a meeting with the Town's Chief Administrative Officer. This request must be made in writing.
- g) In case of criminal actions, discipline will be handled by the courts.

Approved:



Town Clerk



TOWN OF ST. STEPHEN

POLICY

Title: GARCELON CIVIC CENTER
WALKING/JOGGING TRACK
POLICY

Policy No. 60

Page 1 of 3

Effective Date: March 24, 2014

Approved by Council: March 24, 2014

1) Purpose:

- The purpose of this policy is to establish guidelines and a framework in which the walking/jogging track area of the Garcelon Civic Center shall operate.

2) Authority:

- It shall be the policy of the Town of St. Stephen to confer upon the Garcelon Civic Center Manager the authority and responsibility for implementation of the policies as contained herein.

3) Responsibilities:

- It shall be the responsibility of the Town to manage the walking/jogging track area of the Garcelon Civic Center.

Council Shall:

- Approve fees and operations policies.

Garcelon Civic Center Advising Commission Shall:

- Advise and provide recommendations to the Garcelon Civic Center Manager on fees and operations policies;
- Participate in regular review of fees.

Garcelon Civic Center Manager Shall:

- Ensure compliance with the walking/jogging track policy;
- Review and recommend to Council any changes or amendments to the walking/jogging track policy;
- Review and recommend to Council and the Advising Commission all fees;
- Analyze and evaluate all proposed fees.

Garcelon Civic Center Staff Shall:

- Ensure compliance with the policy;
- Participate in regular review of fees.

4) Hours of Operation:

- The hours of the walking/jogging track shall be open daily from 6am to 10pm unless otherwise posted.

5) Fee:

- The walking/jogging track is available to use free of charge; however, donations are accepted at the front desk/reception area;
- In the event of a ticketed event, a fee may be applicable or the track may be closed.

6) Track Measurements:

- One (1) lap of the track is .2km in distance (length);
- Five (5) laps of the track equals approximately one (1) km;
- The track width is between seven and half feet (7.5ft) – eight feet (8ft);
- The track is flat with the exception of two (2) .015km sections that have an eight (8) percent incline.

7) Cancellations:

- The Town reserves the right to change the track schedule as deemed necessary. Timely notification of change will be given to patrons and notices will be posted daily;
- In the event of a ticketed event, a fee may be applicable or the track may be closed.

8) Programming

- The Town reserves the right to designate specific times for special track programming such as Family Track Day, and Walk n' Tots;
- Private programming and/or group/team reservations are not permitted.

9) Walking/Jogging Track Direction Schedule:

- Walking patrons are asked to follow the posted directional arrows;
- Clockwise: Monday, Wednesday, and Friday;
- Counter-Clockwise: Tuesday, Thursday, Saturday, and Sunday;
- Joggers are asked to travel in the opposite direction to the posted directional arrow.

10) Track Etiquette:

- Patrons are asked to wear indoor footwear while using the track. Street shoes, spikes, flip-flops, clogs, socks and bare feet are not permitted;
- Pets, nordic walking poles, skates, roller blades, skateboards, wheelies, or other exercise apparatuses (i.e. skipping ropes, medicine balls, floor mats) are not permitted;
- Joggers use inner lanes; walkers use outer lane;
- Patrons should refrain from walking or jogging with more than two abreast, to ensure traffic flow and smooth movement of the patrons;
- Strollers will be allowed during designated times only such as family days, and Walk n' Tots. Strollers must be single file;
- Food and beverage other than water is not permitted;
- Spitting or spouting of water on the track is not permitted;
- Children under the age of 12 must be accompanied by an adult;
- Walking and Jogging at the risk of the patron;
- Patrons should be aware of pucks that may leave the ice surface;
- Patrons are asked to be respectful of other patrons;
- Patrons are responsible for the security of their own belongings. The Town is not responsible for lost, stolen, or damages items;
- For the health and safety of patrons and staff, please refrain from wearing perfumes, and colognes;
- Wheelchair/stroller users shall wipe tires clean prior to use and travel in single file.

Approved:


Town Clerk



TOWN OF ST. STEPHEN

POLICY

Title: **SOCIAL MEDIA POLICY**

Policy No. 59

Page 1 of 3

Effective Date: March 24, 2014

Approved by Council: March 24, 2014

1.0 BACKGROUND:

The Town of St. Stephen, and Council and staff have indicated a desire to increase communication efforts with the public. Social media tools, including Facebook and Twitter, will be used in conjunction with the Town's website to address the need for the increased use of technology to inform, educate and communicate with our residents.

2.0 PURPOSE:

This policy will provide clarification and guidelines for use of social media tools for Town employees and/or designated representatives utilizing social media tools.

3.0 DEFINITIONS:

(3.1) **Social Media** is a content created by individuals using accessible and scalable technologies through the Internet to facilitate the sharing of information with other users. Examples of social media include Facebook, Twitter, blogs, MySpace, LinkedIn, etc.

(3.2) **Regular Office Hours** are 9:00 a.m. to 5:00 p.m. Monday through Friday, excluding holidays.

(3.3) **Improper Postings** include, but are not limited to, comments that are personal attacks, profanity, obscenity, offensive, abusive, harassing, defamatory, unlawful, harmful, libelous, etc., and are designated as such at the sole discretion of the Town.

4.0 POLICY:

The following guidelines are intended to establish the Town's use of social media:

- (4.1) all Town of St. Stephen (TOSS) social media sites shall be approved by the Chief Administrative Officer (CAO);
- (4.2) TOSS social networking must comply with the legislation, policies and procedures applicable to the municipality (i.e.: NB *Municipalities Act*, TOSS By-laws, *Right to Information and Protection of Privacy Act*, etc.);
- (4.3) all social media sites shall clearly indicate that any articles and any information posted or submitted for posting are subject to public disclosure;
- (4.4) social media administrators are the only employees to respond to social media comments using TOSS social media tools; social media administrators will be the Executive Assistant of the Chamber/Employee of the St. Stephen Development Board, and Human Resource and Office Manager, others as designated by the CAO;
- (4.5) the social networking administrators will post information pertaining to their departments or submitted by a department head and will include their name or initials with each post for identification;
- (4.6) department heads should be mindful that detailed information concerning a project or situation may need to be shared via conventional means, such as emails or face-to-face meetings;
- (4.7) the social media sites will be viewed a minimum of twice per business day (morning and afternoon) and responses will be posted as soon as the appropriate information is gathered, usually within a 24-hour period;
- (4.8) TOSS will attempt to respond to all postings on TOSS approved social media sites, however priority will be given to St. Stephen residents;
- (4.9) any posts deemed by TOSS to be improper will be removed from the social media networks and any repeat offenders will be banned from TOSS sites;
- (4.10) TOSS social media sites are intended to share information about municipal programs, events and services, however links may be provided to other social media sites that offer additional resources regarding community activities; and

(4.11) the Facebook page for the Garcelon Civic Center is a separate social media tool that will be administered by the Civic Center Manager, Administrative Clerk, Programs, and Marketing Coordinator, and Aquatics Supervisor in accordance with this policy.

5.0 POSTING CONTENT:

All social media postings shall:

(5.1) adhere to TOSS policies and procedures, including but not limited to Procedural By-law No. A-2, Section 15 regarding Disrespectful Statements;

(5.2) be transparent and accurate, while keeping in mind issues relating to confidentiality and/or privacy regulations;

(5.3) be polite, professional and written in corporate casual tone (i.e.: minimize overly emotional language, tone and punctuation and not contain emoticons, social media acronyms and jargon (such as LOL, BTW, etc.) nor shortened text prevalent in SMS messaging (i.e.: B4, 2nite, 4U, etc.));

(5.4) be clear and concise; and

(5.5) avoid comments or topics that may be considered objectionable or inflammatory.

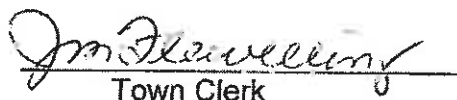
6.0 EMERGENCY SITUATIONS:

In the event of a crisis that requires communications support, crisis related social media communications shall take priority over general content or events.

7.0 DISCLAIMER:

This policy applies only to the Town of St. Stephen's use of social media. The Town of St. Stephen may make reference to other social media sites and outside websites that offer additional resources for users; however those sites are not governed by this policy.

Approved:


Town Clerk