

Fairness and Transparency Advisor
Terms of Reference

Background

On March 11, 2015, the CRD Board approved a work plan for the Core Area Sewage Treatment project (the "Project") that includes three phases of work: Options Development, Planning and Implementation. The approved Work Plan Overlay is attached as Appendix A.

The Westside and Eastside Select Committees are scheduled to bring forward solution sets for siting options to the Core Area Liquid Waste Management Committee ("CALWMC") starting in July of 2015. Subsequently, detailed feasibility assessments and cost estimates for the solution sets will be conducted and brought forward for consideration and a decision will be made on siting for the Project. This phase of the work will involve developing an amendment to the provincially-approved Liquid Waste Management Plan and working with the host municipality(ies) to ensure that site zoning is achieved. These tasks are anticipated to conclude by the end of 2015.

Mandate

The Fairness and Transparency Advisor (FTA) will ensure the CRD's process of costing the options, working with the host jurisdiction(s) and preparing an amendment to the Liquid Waste Management Plan is fair, transparent, impartial and objective.

Principles

The FTA will be guided by the following principles:

Independence. The FTA will be appointed by the CRD Board and will carry out the responsibilities of the role independent of all Board and staff structures within the CRD. The FTA will report to the Board through the CALWMC, but will not be required to report or give evidence to the CRD Board or any committee about anything learned in the exercise of the FTA's function.

Accessibility. The FTA will be accessible to residents of the Core Area municipalities and the CRD will publicize its operations and availability.

Impartiality. The FTA will act in consideration of and with respect for the legitimate interests and concerns of all affected parties.

Confidentiality. The FTA will ensure confidentiality of all personal information and will not release any personal information unless written permission has been received from the affected person or otherwise required by law.

Duties

The FTA's principal duties are:

1. to receive complaints from residents and property owners of the Core Area municipalities related to aspects of the Project that fall within the FTA's mandate;
2. to investigate any such complaint;
3. to monitor the process and undertake investigations on the FTA's own initiative related to aspects of the Project that fall within the FTA's mandate;
4. to report to the Board through the CALWMC the results of an investigation;
5. to provide monthly status reports to the CALWMC;
6. to make recommendations to the Board through the CALWMC to help strengthen the fairness, transparency or objectiveness of the process followed relating to aspects of the Project that fall within the FTA's mandate.
7. at the conclusion of the term, to provide a written report to the Board through the CALWMC addressing the extent to which the CRD followed a fair, transparent and open process in executing the aspects of the Project that were within the FTA's mandate.

Term

The FTA's term will commence upon appointment and will expire on December 31, 2015.

Discretion

Subject to these Terms of Reference, the FTA has the sole discretion to:

1. decide whether to investigate a complaint;
2. determine what the scope of an investigation will be; and
3. set the procedures for an investigation.

Access to Information

The FTA will have access to any CRD files, records, reports, documents and information needed in fulfilling the functions of the role. Requests by the FTA for information should be handled in a convenient and expeditious manner.

The FTA may seek information from contacts external to the CRD (such as participating municipalities) but will not have any right to access information outside of the CRD's custody and control.

The FTA is subject to the *Freedom of Information and Protection of Privacy Act*.

Reporting and Recommendations

The FTA may bring to the attention of the Board through the CALWMC any policies, rules or processes which appear unclear or unfair or inequitable and may suggest changes that the FTA determines are appropriate in the circumstances.

In addition to monthly reporting, the FTA will issue any supplementary report or investigative report or recommendations to the CALWMC.

The FTA will have the right to speak to a report or recommendations made to the CALWMC or the Board through the CALWMC.

Prohibited Functions

Although the FTA is authorized to function in the widest possible context and with a minimum of constraints, the FTA will not:

1. release any personal information regarding an individual complainant unless permission has been given by the complainant or as required by law;
2. exercise a judicial function or make binding decisions in any case;
3. act as the advocate of any party during the investigation of a complaint;
4. exercise authority beyond the legal authority of the CRD;
5. have authority to impose remedies or sanctions, or to enforce or change any policy, rule or procedure.
6. become involved in matter where there may be an actual or perceived conflict of interest.

Budget and Staff

The budget for the operation of the FTA will be set by CRD staff in consultation with the FTA.

Arrangements for office accommodation and administrative support will be set by CRD staff in consultation with the FTA.

Review of Terms of Reference

These terms of reference will be reviewed by the FTA prior to the commencement of the term and the prospective FTA will have the opportunity to make recommendations on changes to the Board through the CALWMC.

Approved CRD Board October 14, 2015