

**Minutes of a Special Meeting of Amherst Town Council  
Held in Council Chambers  
Thursday, August 18, 2010 at 12:00 Noon**

**PRESENT:** Mayor Robert Small  
Deputy Mayor Terry Rhindress  
Councillor George Baker  
Councillor Robert Bird  
Councillor David March  
Vince Arbing, Treasurer and Acting CAO  
Rebecca Purdy, Executive Assistant  
Kim Jones, Executive Assistant

**REGRETS:** Councillor Robert Angel  
Councillor Dale Fawthrop

## 1. CALL TO ORDER

*This special meeting of Amherst Town Council was duly called and advertised. The purpose of the special meeting is to allow Council to consider the following four issues:*

- *Tender – One Ton Truck for Water Utility*
- *Consultant for Dickey Brook Study*
- *Agreement with Amherst Jr. A Ramblers Hockey Association*
- *Funding Request – Amherst Co-Ed Slo-Pitch Team going to Nationals.*

1.1 Approval of the Agenda M-1008-01  
Moved by Deputy Mayor Rhindress, seconded by Councillor March to approve the agenda as circulated.

**MOTION CARRIED**

## 2. REQUEST FOR DECISION

2.1 Tender: One ton Truck for Water Utility, RFD#2-010078 M-1008-02  
Moved by Deputy Mayor Rhindress, seconded by Councillor March that Council award the tender to supply a new one ton truck to Jim Hatheway Ford Sales at the lowest compliant bid of \$29,932.68 plus HST, with funding from the 2010-2011 approved capital budget for the Amherst Water Utility.

**MOTION CARRIED**

2.2 Consultant for Dickey Brook Study, RFD#2010079 M-1008-03  
Moved by Councillor Baker, seconded by Councillor Deputy Mayor Rhindress that Council award the project to develop the Dickey Brook Rehabilitation Plan to Ekistics Planning and Design based on their proposal and price of \$13,984 (HST Included), with funding to come from the approved 2010-2011 operating budget.

**MOTION CARRIED**

On the question, Mayor Small confirmed with Jason MacDonald that the area of Dickey Brook being addressed by this study was specified as it is land that is owned by the Town, but that there may be opportunities to apply potential storm water management and beautification aspects of the study to the West Pleasant / Hickman / Mill Street area of Dickey Brook.

2.3 Agreement with Amherst Jr. A Ramblers, RFD#2010080 M-1008-04

*Councillor Bird declared a conflict and excused himself from the Council table for discussion and voting on this issue.*

**Moved by Councillor March, seconded by Councillor Baker that Council approve an operating agreement with the Amherst Jr. Ramblers Hockey Club effective August 1, 2010, and that the Mayor and CAO be authorized to sign on behalf of the Town.**

**MOTION CARRIED**

On the question, Mayor Small asked Roger MacIsaac whether arrangements had been made with the Ramblers to cover the outstanding debt from the 2009/2010 hockey season; the response was "yes, they have".

**AGREEMENT BETWEEN**  
**AMHERST JR "A" HOCKEY CLUB 1997 (herein after called the Ramblers)**  
**THE TOWN OF AMHERST (herein after called the Town)**

1. **Pre Season:**
  - a) The Ramblers guarantees the Town \$11,200 including HST in ice rental fees for the pre-season from August 20, 2010 to September 11, 2010.
  - b) The flat rate rental fee for the pre-season period will be \$80 per hour including HST.
  - c) The Town will advertise pre-season ice availability up to September 11, 2010.
  - d) All bookings will be through Community and Economic Department staff who will work with the Ramblers staff to ensure customer needs are met.
  - e) Revenue up to \$11,200 from ice rentals to other users except the Fundy Hockey School will be credited to the Rambler account and deducted from the \$11,200 fee. The revenue in excess of \$11,200 will be split equally between the Town and the Ramblers.
  - f) Ramblers will pay Town, if applicable, the balance of the pre-season fees by October 31, 2010.
  - g) These arrangements are for the 2010/2011 season and may be subject to change in any future agreement.
  - h) The Town will not be liable for any expense incurred by the Ramblers due to the unavailability of ice during training camp.
2. **Game Fees:** Flat fee of \$14,008.38 including HST for the 2010/2011 season. The fee will be paid to cover 24 regular season games and two practices per week. The fee will be paid in monthly installments of \$2,334.73 with the first payment due and payable on October 1, 2010 and each month thereafter up to and including March 1, 2011.
3. **Games Schedule:** All weekday games from Monday to Friday are to start at 7:30 pm, Saturday night games to start at 7:30 pm and Sundays after 4:00 pm.
4. **Practice Times:** Practices are scheduled for one and a half hours (1.5 hours) on Tuesday and Thursday nights or such nights that are agreeable to both the team and the Town of Amherst. The practice charge is included with flat fee. **A charge at the regular prime time rental rate of \$130 per hour will be levied if this practice is not canceled within 48 hours.** This will allow the Town ample time to rent the ice to a third party.
5. **Lunchtime Practices:** Practices during the lunchtime period can be used for unscheduled practice by the players at no charge if the ice is available on Tuesday, Thursday and Friday only. Ramblers to contact the Community & Economic Development office before 4:00 pm the preceding day to arrange for this ice time.
6. **Office:** Upstairs office at the rear of the bar is available at no charge. Phone line is at the expense of the Amherst Ramblers. The Ramblers will be given use of one of the two small meeting rooms on the second floor during each home game at no charge.
7. **Stadium Rentals (off season):** This agreement includes an allowance for two fundraising events during the summer with no charge for Stadium rental.
8. **Spectators:** It will be the responsibility of the hockey club to clear out the Stadium after all hockey games and rentals.
9. **Selling of Stadium Advertising:** As per Stadium Sign Rental Policy #72300-08. See attached Policy.
10. **Stadium Event Sign:** Stadium Event Sign changes will be the responsibility of the Stadium. Ramblers will provide a schedule of games and wording for the sign.
11. **Insurance:** The Ramblers agree to carry, during the times of use, general liability insurance covering bodily injury and property damage with limits of at least \$1,000,000 per occurrence, and to be responsible for any and all expenses, costs and liabilities in connection with any claim which may be made against the Stadium by reason of the activities contemplated by this Agreement or persons coming on the premises of the Stadium as a result of the activities.
12. **Security:** Security arrangements shall be made by the Town of Amherst with a Bonded Security Company for all Amherst Rambler home games and post-season home games. The cost of this will be shared between the Town of Amherst and the Amherst Jr. "A" Hockey Club 1997 Ltd and will be billed and due on a month to month basis.
13. **Bar:** The heated meeting room on the second floor overlooking the ice surface is available to the Ramblers for regular season games and playoffs under the existing Town of Amherst liquor license. For the balance of this agreement, the Ramblers will be responsible for complete operation of the bar during home games. Servers will be appropriately attired and with name tags. The Ramblers will have the right of first refusal to provide bar services in this second floor room, on behalf of the Town of Amherst for any other event or activity being held from time to time that may require bar services. The Ramblers will participate in the Bar Suspension Program facilitated through the Amherst Police Department. The Town of Amherst will not be responsible for any items left in this room by the Ramblers or patrons.
14. **Dressing Room:** The use of the dressing room will be included in the flat fee. The Ramblers will be responsible for any and all damage to the dressing room.

15. **Sponsorship:** The Town of Amherst will be considered a gold sponsor, with acknowledgment in the program and advertising. The Town will be provided with five free season passes, issued as game tickets.
16. **Photocopying:** The Ramblers will be permitted 600 free copies per year. Payment of additional copies will be in accordance with policy #73470-03 User Fee Policy.
17. **Playoffs:** A rate of \$700 including HST per playoff game for the duration of this agreement.
18. **Zamboni, Boiler and Plant Rooms** are off limits to all unauthorized persons. This is a significant safety concern and breach of this clause will result in the immediate suspension from the Stadium of the offender for the balance of the Stadium season.
19. **Program of Events:** The Ramblers will provide Community & Economic Development staff with program of events and requirements two (2) days prior to the game. (ie: Saturday games, requirements by Thursday noon; Friday games, requirements by Wednesday 10:00am)
20. **Chewing Tobacco:** There will be no chewing of tobacco allowed in the Sstadium. This is in keeping with current MJABL regulations.
21. This agreement will be for the 2010/2011 Maritime Junior A Hockey League Season, and will take effect on August 1, 2010 and expire on July 31, 2011.
22. This agreement is contingent on the fact that all regular season and playoff home games are to be played at the Amherst Stadium.

- 2.4 **Funding Request, Amherst Co-ed Slo-pitch, RFD#2010081** **M-1008-05**  
**Moved by Councillor Bird, seconded by Councillor March that Council approve funding support in the amount of \$500 to the Amherst Co-Ed Softball team attending the Canadian Championships in Calgary, Alberta in September 2010.**

**MOTION CARRIED**

### 3. **ADJOURN**

On motion by Deputy Mayor Rhindress, the meeting adjourned at 12:15 PM.

#### **APPROVED BY:**

Gregory D. Herrett, CA  
 Town Clerk and Chief Administrative Officer

Robert Small  
 Mayor