

Amherst Town Council

Special Meeting

Minutes

Date of Meeting: Friday, July 12, 2013
 Location: Council Chambers, Town Hall

Members Present: Mayor Robert Small
 Deputy Mayor George Baker
 Councillor Lisa Emery
 Councillor David March
 Councillor Terry Rhindress

Members Absent: Councillor Frank Balcom
 Councillor Robert Bird

Staff Present: Vince Arbing, Treasurer
 Roger MacIsaac, Director CED
 Ben Pitman, Director TPW
 Rebecca Purdy, Executive Assistant
 Kim Jones, Policy and HR

Staff Absent: Greg Herrett, CAO
 Bill Crossman, Fire Chief
 Ian Naylor, Police Chief
 Jason MacDonald, Director Planning

1. Call to Order

2. Approval of Agenda

Moved By: Councillor David March
Seconded By: Councillor Lisa Emery
To approve the agenda.

Motion Carried

3. Requests for Decision

3.1. Agreement - CUPE

Moved By: Councillor Terry Rhindress
Seconded By: Deputy Mayor George Baker
That Council approve a collective agreement with CUPE Local 1233,
effective April 1, 2013 and expiring March 31 2015 as recommended by the
Management Negotiating Team

Motion Carried

3.2. Agreement - Ramblers

Moved By: Councillor David March
Seconded By: Deputy Mayor George Baker
That Council approve the 2013-2014 agreement with the Amherst Junior
"A" Ramblers and authorize the Mayor and CAO to sign on behalf of the
Town.

Motion Carried

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) Ice will be available for the pre-season from August 26, 2013 to September 15, 2013.
 - b) The rental fee for the pre season period will be \$71 per hour plus HST. This hourly rental fee will be paid for Training Camp, Exhibition Games and Practices up to and including September 15.
 - c) Ramblers will be billed on September 30 with payment to be made by October 31.
2. **Game Fees:** Flat fee of \$13,724.15 plus HST for the 2013/2014 season. The fee will be paid to cover 26 regular season games and two practices per week. The fee will be paid in monthly installments of \$2,630.46 with the first payment due and payable on October 1, 2013 and each month thereafter up to and including March 1, 2014. **The residual amount owing on the account of the Ramblers in respect of last season will be paid in full by August 2nd, 2013.**
3. **Games Schedule:** All weekday games from Monday to Friday are to start at 7:30pm, Saturday night games to start at 7:00 pm and Sundays after 4:00pm.
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 \$122.00 plus HST per hour will be levied if this practice is not canceled within 48 hours.** This notice period is required to allow the Town ample time to try 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 4:00pm 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 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 off season with no charge for Stadium rental.
8. **Spectators:** It will be the responsibility of the Ramblers to clear out the Stadium after all hockey games and rentals.
9. **Selling of Stadium Advertising:** As per Stadium Sign Rental Policy # 72300-08. Policy has been provided.
10. **Stadium Event Sign:** Information related to the Stadium Event Sign changes will be required at least 48 hours prior to game day. Ramblers will provide a schedule of games and wording for the sign as required.
11. **Insurance:** The Ramblers agrees 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 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 and the Ramblers 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. In addition, this license includes a designated area of seating on the west end of the Stadium. 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 the second floor room, on behalf of the Town 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 Town Police. The Town 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 will be considered a gold sponsor, with acknowledgment in the program and advertising. The Town will be provided with 5 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 \$633 plus 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 Stadium 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 Stadium. This is in keeping with current MHL regulations.
21. This agreement will be for the 2013/2014 Maritime Junior Hockey League Season, and will take effect on August 1, 2013 and expire on July 31, 2014.
22. This agreement is contingent on the fact that all regular season and playoff home games are to be played at the Amherst Stadium.

3.3. Funding Request - Maritime Centre for African Dance

Moved By: Deputy Mayor George Baker

Seconded By: Councillor David March

That Council decline funding for the Maritime Centre for African Dance in the amount of \$3,000 under the Town's Grants to Organizations Policy as the request is outside current policy.

Motion Carried

3.4. Funding Request - Bantam Baseball

Moved By: Councillor Lisa Emery

Seconded By: Councillor Terry Rhindress

That Council approve funding in the amount of \$1,500 under the Town's Grants to Organizations Policy to the Amherst Bantam Red Sox Baseball Team as a result of lost sales from the canteen due to the field closure.

Motion Carried

3.5. Funding Request - CANSA

Moved By: Deputy Mayor George Baker

Seconded By: Councillor David March

That Council approve funding in the amount of \$500 under the Town's Festivals and Events Policy in support of Cumberland African Nova Scotian Association's Dickey Park Fun Event being held July 20, 2013.

Motion Carried

3.6. Funding Request - Tae Kwon-Do

Moved By: Councillor David March

Seconded By: Councillor Lisa Emery

That Council approve funding in the amount of \$250 under the Town's Grants to Organizations Policy in support of Ashley Blenkhorn as she competes at the World Championships for Tae Kwon-Do being held in Spain October 23 to 27, 2013.

Motion Carried

3.7. Capital Paving and Curbing Tender

Moved By: Councillor Terry Rhindress

Seconded By: Deputy Mayor George Baker

That Council award the 2013 Capital Paving and Curbing Program to Costin Paving and Contracting at the following unit rates, HST extra, with funding to come from the 2013-14 approved Capital Budget:

- **Cold Milling - \$270 per square meter**
- **Gravel - Type 1 - \$23 per tonne**
- **Asphalt Concrete Type C - \$93 per tonne**
- **Asphalt Concrete Type B - \$91 per tonne**
- **Manhole Catch Basin Adjustment to correct elevation - \$225 each**
- **Water Valve Boxes - Adjustment to correct elevation - \$150 each**
- **Mountable Curb Installation - \$85 per linear meter**
- **Keyed Joint - \$250 each**

Motion Carried

3.8. Electrical Services Tender

Moved By: Councillor Lisa Emery

Seconded By: Councillor Terry Rhindress

That Council accept the proposal for electrical services from the lowest compliant bidder, J & K Electric Limited for the period August 1, 2013 to July 31, 2014.

Motion Carried

4. Adjourn

On motion by Councillor Rhindress, the meeting adjourned at 12:50 PM.

Gregory D. Herrett, CA
Town Clerk and CAO

Robert Small
Mayor