

Regular Council Meeting Minutes

Date of Meeting: Monday, September 22, 2014
Location: Council Chambers, Town Hall

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

Members Absent: Councillor Robert Bird

Staff Present: Greg Herrett, CAO
 Roger MacIsaac, Director CED
 Jason MacDonald, Director of Planning
 Rebecca Purdy, Executive Assistant
 Kim Jones, Policy and HR

1. CALL TO ORDER

Mayor small called the meeting to order at 7:00, He welcomed MLA Terry Farrell, who was in the audience.

2. O'CANADA

3. HEARINGS/PRESENTATIONS/PETITIONS

3.1. Municipal Alcohol Project - Addiction Services & APD

Sophie Melanson from Addiction Services, accompanied by Cst. Harrison and Cst. Wood from the Amherst Police Department made a Powerpoint presentation on the Municipal Alcohol Project (MAP). A copy of their presentation is included in the post meeting agenda.

They are looking for representation from Council on the MAP committee, to attend approximately four meetings, participate in the three community forums to be held in October/November, to participate in the big community mobilization event in December, and be a champion for the MAP project.

Mayor Small said this will be brought forward for an appointment when Council makes committee appointments next month. The number of appointments will be up to the Council. Cst. Harrison said the AYTC will be participating as well.

4. APPROVAL OF AGENDA/MINUTES

4.1. Approval of the Agenda

Moved By: Councillor George Baker

Seconded By: Councillor Terry Rhindress

To approve the agenda with the addition of 6.15 Maccan Watermain Extension and 6.16 Sportsplex

Motion Carried

4.2. Approval of Minutes

Moved By: Councillor Terry Rhindress

Seconded By: Councillor David March

To approve the minutes of the June 9 Appeal Hearing and the June 23, August 13 and September 3 Council meetings with a correction to the June 9 minutes (Mr. O'Neil not Wells).

Motion Carried

5. REQUESTS FOR DECISION

5.1. Agreement - Stadium Concession

Councillor Baker declared a conflict and excused himself from the Council table for the discussion and decision on this matter.

Moved By: Councillor Frank Balcom

Seconded By: Councillor Terry Rhindress

That Council approves entering into an operating agreement with Baker's Corner Canteen for an annual lease of \$10,000 expiring July 31, 2017 and authorizes the Mayor and CAO to sign the agreement on behalf of the Town.

Motion Carried

THIS AGREEMENT made this ___ day of _____, 2014,

BETWEEN:

THE TOWN OF AMHERST (the Town) -and- **GEORGE BAKER** (the Operator).

IN CONSIDERATION of the covenants set forth on the part of the Operator to be observed and performed, the Town and its assigns grant to the Operator the right to operate the food and drink concession (the "Concession") At the Amherst Stadium and the Robb's Centennial Complex (the "Facility") for a term of three (3) years extending from August 1st, 2014 to July 31st, 2017 for the annual amount of Ten Thousand Dollars (\$10,000.00) plus HST ("Contract Amount");

- 1.01 Payment of the Contract Amount:** An initial payment of \$500.00 on date of signing. Eight (8) payments of \$1000.00 plus HST commencing the 30th day of September, 2014 and following on the last day of each month thereafter and concluding on the 30th day of April, 2017. And payments of \$500.00 plus HST commencing on May 30th 2015 and on the last day of each month thereafter and concluding on the 30th day of August, 2017. (\$1,000 monthly for 8 months from September to April and \$500 monthly for 4 months from May to August)
- 1.02** On or before August 31st of each year of the contract, the Operator shall provide to the Town a Statement of Year End Sales net of HST (Previous year).
- 1.03** The Operator has provided a security deposit of One Thousand Dollars (\$1,000.00) as set out in paragraph 5.03 herein.
- 2.0** The Operator covenants and agrees with the Town to operate the Concession in accordance with, and subject to:
 - 2.01** The Operator must furnish all human resources, insurance, licensing, bonding, small wares, additional equipment, food, beverages and supplies to operate canteen and catering services at the Amherst Stadium. Operator to establish *new* customer accounts with all suppliers.
 - 2.02** Concession rights include vending machines on location at the Amherst Stadium and Robb's Centennial Complex. Concession rights do not include the sale of alcoholic beverages.
 - 2.03** The Operator must at all times maintain adequate records of sales by using point of sale equipment deemed suitable to all regulators.
 - 2.04** Any exclusivity agreement reached by the concessionaire with the beverage supplier must be approved by the CAO to ensure the interests of the Town and other stakeholders impacted by this agreement are addressed. Any agreement cannot extend past the expiry date of this concession agreement (July 31, 2017). The Concessionaire will purchase the scoreboard advertising space that Pepsi currently pays for under the existing contract, to promote the Canteen or appropriate business.
 - 2.05 Product Quality** — The Operator shall be responsible for processing, preparing, storing, and serving all food and beverage items adhering to all federal and provincial regulations.
 - 2.06 Staffing and Training** — The Operator must provide adequate numbers of employees, vendors to efficiently serve the customers. Operator personnel must maintain professional demeanor at all times. The Operator employees must be easily identified with proper uniform and name tag approved by the Town of Amherst. The Operator shall provide adequate and regular training for its employees including, without limitation, instruction on appropriate procedures for handling customers' requests and complaints. The staff shall be trained in food handling and industry *sanitation* programs to comply with all applicable federal and provincial laws and regulations.
 - 2.07 Repair and Maintenance** – The Operator shall be responsible for the condition, maintenance, operation, and management of the Concession furnishings, equipment and fixtures which the Town has supplied with the exception of the refrigeration equipment and fryer with exhaust/fire suppression system. The Operator shall maintain the Concession furnishings, equipment and fixtures which the Operator or the Town has supplied in good working order and repair in

0335

accordance with all supplier and manufacturer maintenance recommendations. The Town shall provide to the Operator for use during the term of the contract the equipment as set out in Appendix "B", subject to clause 2.08 herein. All equipment shall be returned to the Town in good working order at the completion of the contract.

- 2.08** Industry standards for occupational health and safety must be adhered to.
- 2.09 Mandatory Hours of Operation** – It is mandatory that the Operator have the canteen open at the Amherst Stadium on Fridays from 5:00 p.m. to 9:00 p.m., Saturdays from 9:00 a.m. to the end of bookings for the day, Sunday from 9:00 a.m. to 5:00 p.m. and for all MHL games, tournaments, skate shows during normal operating season, and all major bookings at the stadium throughout the year. In addition, it is required that canteen services be provided at Robb's Complex for all major events and ball tournaments. Notwithstanding the above, Canteen services may be closed by the concessionaire during any event that hospitality services are being provided.
- 2.10 Security** — It is the Operator's responsibility to secure all canteen facilities. If a theft occurs, it must be reported immediately to the supervisor of the facility. Theft of any equipment and products, and receipts will be the responsibility of the Operator.
- 2.11 Subcontracting** — The Operator may not assign any of its rights or obligations without the prior written approval of the CAO of the Town of Amherst.
- 2.12 Multi Day Event User Contracts** – Multi day event users who contract the facility are permitted to host full hospitality provision of food and beverages in the heated room on the second floor of the stadium. The Operator recognizes that event users at the stadium will use the second floor meeting/community room to host hospitality activity for participants in events and tournaments held from time to time at the Amherst stadium. There will not be any restrictions on the timing of these activities as they are deemed to be part of the experience offered to ensure the overall success of the event or tournament. The food items that are permissible and not permissible for hospitality services are listed in the attached Appendix "C".

3.0 Insurance and Protection of Property

- 3.01 Protection of Work and Property** - The Operator shall protect the Work area and the Owner's property from damage which may arise as the result of the Operator's operations under the Contract.

Should the Operator in the performance of the Contract damage the Work, or the Owner's property, the Operator shall be responsible for the making good such damage at the Operator's expense.

- 3.02 Worker's Compensation** - Prior to commencing the Work, the Operator shall provide evidence of compliance with workers' compensation legislation in Nova Scotia, including payments due thereunder.

At any time during the term of the Contract, when requested by the Town, the Operator shall provide such evidence of compliance.

- 3.03 Insurance** - The Operator, at their own expense, shall take out and maintain throughout the term of the contract:
- a) General Liability Insurance issued on an occurrence basis for an amount of not less than Two (2) Million per occurrence with a property damage deductible not exceeding \$2,500 for your premises and operations. Coverage shall include but not limited to Bodily Injury, Property Damage, Personal Injury, Contractual Liability, Non-Owned Automobile and contain a cross liability severability of interest clause. The Town of Amherst shall be added as an additional insured.
 - b) All Risks Property Insurance subject to a waiver of subrogation in favour of the Owner, in an amount equal to One Hundred (100) percent of the full replacement cost, covering all property owned by the Contractor and for which the Contractor is legally liability
 - c) Including leasehold improvements and business interruption for a minimum of twelve (12) months. The Owner shall be added as a loss payee as their interests may appear.
- 3.04** The policies required under a) and b) above:
1. Shall not be cancelled unless the Insurer notifies the Owner in writing at least Thirty (30) days prior to the effective date of the cancellation.
 2. A certificate of Insurance shall be provided to the Owner Five (5) days prior to the contract being executed and annually thereafter.
 3. All applicable deductibles are at the sole expense of the Contractor.

3.05 Indemnification

The Operator shall indemnify and hold the Town of Amherst harmless from and against any liability, loss, claims, demands, costs and expenses, including reasonable legal fees, occasioned wholly or in part by any negligence or acts or omissions whether willful or otherwise by the Operator, its agents, officers, employees or other persons for whom the Operator is legally responsible save and except for the negligence or willful misconduct of the Town of Amherst.

- 3.06** If the Operator fails to provide or maintain insurance as required by the Contract Documents, then the Owner shall have the right to provide and maintain such insurance and give evidence to the Operator. The Operator shall pay the cost thereof to the Owner on demand.

4.0 Concession Area and Equipment

- 4.01** The concession stand at the Amherst Stadium as shown on the Plan of Renovations, hereto attached as Appendix "A", and with the allowance for one (1) freestanding table in the lobby area adjacent to the first floor canteen to address peak business requirements relieving congestion and also the 2 existing canteens on the 2nd floor (north and south) shown on the plan for the 2nd floor. In addition, Robb's Centennial Complex is included under this agreement.

- 4.02** List of Equipment provided by the Town as shown in Appendix "B" attached hereto.

5.0 General Conditions

- 5.01** All references to "Contractor" "Tenderer", "Bidder", "Successful Bidder" "Successful proponent" "Concessionaire" or similar shall be deemed to mean "Operator".

- 5.02** The Operator does further covenant and agree with the Town that if at any time during the continuance of this agreement, the Operator fails in the performance of the terms and conditions contained in this agreement, including the schedules embodied in and forming part of this agreement, then in that case and in every such case, the Town may exercise any or all rights and remedies as contained in this agreement

- 5.03 Performance Security**-The Operator shall prior to execution of this agreement by the Town and commencement of its concession operations, provide the Town with a performance security in the amount of One Thousand Dollars (\$1,000.00) for any damage to the Town's real or other property arising out of the operation of the Concession herein and existing at the termination of this agreement. The Town shall refund the security deposit to the extent that it is not required at the termination of the agreement to pay for damage or repairs and restoration of the area of operation as provided for in this agreement or pursuant to the clause entitled "Termination".

5.04 Area of Operation

The snack bar area indicated on Appendix "A" with the dimensions as shown on Appendix "A", shall be provided by the Town to the Operator for the operation of the Concession and shall be referred to as the area of operation in the Amherst stadium Any costs or expenses respecting alterations, installations or improvements to the area of operations required by the Operator and the provision and maintenance of the Operator's operating equipment shall be the sole responsibility of the Operator.

5.05 Ownership of Operator-installed Improvements

Any and all improvements or alterations to the area of operation including fixtures installed and paid for by the Operator shall upon expiration or termination of this agreement be removed by the Operator. The area of operation shall be restored as closely as possible to the condition it was in when it was first occupied by the Operator pursuant to this agreement, damage by fire or unavoidable casualty and ordinary wear and tear excepted.

5.06 Alterations and Additions

The Operator shall neither alter any part of the area of operation, nor install any fixtures thereto without the prior permission in writing from the Town which permission shall not be unreasonably withheld. The Operator shall provide the Town with all relevant plans and drawings respecting any proposed alterations, installations or other improvements to the area of operations upon applying for such permission in writing from the Town.

5.07 Comply with Laws

The Operator shall, relating to its operation of the Concession, comply with all applicable statutes, laws, by-laws, regulations, ordinances, notices and orders, whether federal, provincial, municipal or otherwise, at any time in effect during the currency of this agreement, and all rules and requirements of the police and fire departments, or other governmental authorities, and procure all C.S.A. approvals, if required. The Operator shall obtain and pay for all necessary permits and licences required to permit its operation of the Concession, and shall not do or suffer to be done anything in violation of any such laws, ordinances, rules or requirements. If the attention of the Operator is called to any such violation on the part of the Operator, or of any person employed or engaged by the Operator, the Operator shall immediately desist from or correct such violation. Notwithstanding the foregoing, where it is not possible with reasonable diligence to immediately desist from or correct the violation, the Operator shall immediately commence efforts to do so and shall thereafter diligently pursue those efforts.

0337

5.08 **Costs to Comply**

Any costs incurred or required to meet the compliance by the Operator with laws, by-laws or regulations, including equipment required by the Fire Code shall be assumed by the Operator.

5.09 **Use of the Area of Operation**

The Operator shall not use the area of operation, nor shall he or she permit others to use the area of operation, for any other purpose than the purposes of operating the Concession to provide food and beverage service to Facility users.

5.10 **Standard Conditions of the Area of Operation**

The Operator shall keep the area of operation clean, clear of waste, paper, garbage, combustible materials and obstructions, and shall not cause or permit any noises and odors which would constitute a nuisance to emanate from the area of operation.

5.11 **Repairs and Maintenance**

The Operator shall maintain the area of operation and all fixtures, equipment and chattels in a safe, clean and neat condition, and shall maintain all equipment or chattels used in the area in a good state of repair. The Town Chief Administrative Officer acting reasonably may require certain maintenance, repair or replacement in accordance with notice given in writing to the Operator. Where the Operator fails to repair, replace or remedy any deficiency within hours following the giving of such notice (or if the deficiency is not, within reasonable diligence, capable of being repaired or replaced or remedied within such hour period, where the Operator fails to commence efforts to remedy such default within hours following the giving of such notice and thereafter diligently to pursue such efforts), the Town may cause the required work to be done either by its own employees or by some other person authorized by the Town Chief Administrative Officer to do so. The reasonable cost of such work shall be recoverable as a debt from the Operator, its successors and assigns, and shall bear interest at a rate equal to the interest rate the town charges on overdue taxes, when the Town exercised its right to cause such work to be done. This does not preclude the Town from resorting to any other remedies that it may have at law. The Town Chief Administrative Officer shall, acting reasonably, be the sole judge of the adequacy of the cleanliness, safety and neatness of the Concession and shall have the power to order any changes deemed advisable to ensure this. Upon termination of this agreement, the Operator shall leave the area of operation in good repair and in a safe, clean and neat condition, damage by fire or unavoidable casualty and ordinary wear and tear excepted.

5.12 **Solid waste disposal**

The Operator shall sort solid waste in accordance with the Town's Solid Waste bylaw.

5.13 **Natural Gas**

The Operator shall be responsible for the payment of natural gas as metered for the operation of the Concession and the Town shall be responsible for the cost of installing meters in the area of operation to measure the consumption of these utilities by the Operator.

5.14 **Telephone**

The Operator shall have installed his or her own business telephone in the area of operation and be responsible for payment of all costs associated with the installation and monthly charges.

5.15 **License and Taxes**

In addition to the payment contemplated by this agreement for the right to operate the Concession, the Operator shall at his or her own expense be responsible for obtaining and keeping all municipal and any other licenses, or approvals, necessary to permit the use of the area of operation by the Operator and the carrying on of the business of the Operator as provided for in this agreement and the payment of, any applicable business occupancy taxes on the Concession area of operation.

5.16 **Signs**

A sign satisfactory to the Town, acting reasonably, identifying the Operator may be displayed by the Operator above the main canteen or sales area on the second level.

The sign shall be located in agreement with the Town Chief Administrative Officer. The Operator shall not exhibit, other than interior menu and daily menu specials and promotional signage used under national advertising campaigns, any other signs, notices, paintings, designs or advertising devices, without first having obtained the consent in writing of the Town Chief Administrative Officer.

5.17 **Indemnity**

- (1) The Operator shall be liable for and indemnify and save harmless the Town from any and all losses, liabilities, damages, costs, claims, suits or actions arising out of:
 - (a) any breach, violation or non-performance of any covenant, condition, agreement or other obligation in this agreement set forth and contained on the part of the Operator to be fulfilled, kept, observed and performed, and

- (b) any damage to property and any injury to any person (including death) resulting or occasioned by any wrongful act, default, omission or negligence of the Operator and those for whom it is in law responsible, occurring in or on the area of operation or any part thereof.
- (2) The Town shall be liable for and indemnify and save harmless the Operator from any and all losses, liabilities, damages, costs, claims, suits or actions arising out of:
 - (a) any breach, violation or non-performance of any covenant, condition, agreement or other obligation in this agreement set forth and contained on the part of the Town to be fulfilled, kept, observed and performed, and
 - (b) any damage to property and any injury to any person (including death) resulting or occasioned by any wrongful act, default, omission or negligence of the Town and those for whom it is in law responsible, occurring in or on the Facility or any part thereof.
- (3) If the Town or the Operator (“non-defaulting party”) shall, without fault on its part, be made a party to any litigation commenced against the other (“defaulting party”), the defaulting party shall protect, indemnify and hold the non-defaulting party harmless and shall pay all costs, expenses and legal fees (on a solicitor and own client basis) incurred and paid by the non-defaulting party in connection with such litigation.

5.18 Removal of Equipment

Upon termination or expiration of this agreement, the Operator shall cease its business operations and remove from the area of operation all of its trade fixtures and personal property. The Operator shall repair any damage caused to the area of operation by such removal to the satisfaction of the Town Chief Administrative Officer acting reasonably. Any personal property remaining in the area of operation days after termination or expiration, shall become the property of the Town.

5.19 Termination

- (1) If the Operator refuses or fails to comply with any of the terms and conditions of this agreement or with any reasonable order or request of the Town Chief Administrative Officer and such refusal or failure continues for days after written notice is given to the Operator by the Town Chief Administrative Officer setting out the particulars of such refusal or failure or where compliance is not, with reasonable diligence, possible within such day period, if the Operator fails to commence efforts to comply within those days and thereafter diligently to pursue those efforts, the Town shall have the right, at its sole option, to terminate this agreement forthwith by notice in writing to the Operator and thereupon the rights of the Operator shall immediately cease, determine and be at an end, and all moneys payable under this agreement shall immediately become due and payable and the Town shall not be liable for payment to the Operator of any moneys whatsoever by reason of such termination.
- (2) Where the agreement is terminated in accordance with the foregoing, the Town, without limiting the generality of the foregoing:
 - (a) may remove any of the Operator’s fixtures or chattels from the area of operation by force if necessary, and in that event, neither the Town nor any of its servants, agents or employees shall be liable in damages or otherwise to the Operator. There shall be no compensation payable for any improvements made by the Operator and such improvements shall become the absolute property of the Town;
 - (b) shall be deemed free to enter into an agreement with any other person or persons for the operation of the Concession, and
 - (c) shall be entitled to apply the performance security in all or in part against any amounts as are or become payable by the Operator under this agreement. Such application shall not preclude the Town from recovering any further amounts and damages if same can be established to be payable pursuant to this agreement.
- (3) The Operator may terminate this agreement at any time by providing to the Town, in writing, 90 days notice of the Operator’s intention to terminate the agreement.

5.20 Destruction of the Area of Operation

- (1) If during the term of this agreement or any extension to it, the Facility or the area of operation is destroyed or damaged by fire or the elements, or other causes beyond the control of the Operator, the following provisions shall have effect:

- (a) If the area of operation shall, in the Town's opinion acting reasonably, be so badly damaged or destroyed as to be unfit for occupancy and to be incapable of being repaired with reasonable diligence, the Town shall within 10 days of the date of damage, give the Operator notice (the "Initial Notice") in writing of same. Either party may, at its option, terminate this agreement by notice in writing given to the other within 5 days of the date of the giving of the Initial Notice, whereupon this agreement shall terminate and the Operator shall immediately vacate the area of operation. All moneys payable hereunder by the Operator in connection with the Concession shall be fully abated from the date of damage or destruction. Furthermore, any prepaid moneys shall be apportioned for any partial month;
- (b) If this agreement is not terminated as aforesaid, and if the Town determines, acting reasonably, that the damage is such:
 - (i) as to render the area of operation wholly unfit for immediate occupancy, then the Town shall give written notice thereof to the Operator within days of the date of the date of the damage and the payments hereunder shall not (run or) accrue nor shall the term hereof run after such damage or while the process of repair is going on. Additionally, all prepaid moneys shall be apportioned for any partial month. The Town shall repair the area of operation with all reasonable speed and thereafter the Operator shall reopen the Concession for business to the public with all reasonable speed. All payments hereunder and the balance of the unexpired term shall recommence immediately upon the re-opening of the Concession to the public for business;
 - (ii) that the area of operation is capable of being partially used, then the Town shall given written notice thereof to the Operator within days of the date of the damage and the Town shall repair the area of operation with all reasonable speed. Until such damage is repaired as aforesaid and the entire Concession is re-opened to the public for business, the payment of all moneys hereunder shall abate in the proportion that the part of the area of operation rendered unfit for occupancy is of the whole of the area of operation. Additionally, all prepaid moneys shall be apportioned for any partial month.
- (c) If the damage or destruction shall be due to the act, fault or neglect of the Operator, its servants, employees or agents, the provisions of this clause shall apply and such repairs as may be made by the Town shall be without prejudice to any claims, rights and remedies of the Town.
- (2) Notwithstanding anything to the contrary in this agreement, if the destruction or damage occurs during the last year of the initial or any extended term of this agreement, the Operator shall be entitled to terminate the agreement.
- (3) The Town shall use reasonable efforts to give the Operator adequate notice of any disruption of any utilities or other services of which the Town receives prior notice or has prior knowledge. The Town acknowledges that failure to do so could result in the Town being liable for the cost of any damage to equipment or goods dependent on the utility or services in question.

5.21 Non-Waiver

No condoning, excusing or overlooking by the Town of any default, breach or non-observance by the Operator at any time or times in respect of any provision of this agreement shall operate as a waiver of the Town's right under this agreement in respect of any continuing or subsequent default, breach or non-observance or so as to defeat or affect in any way the rights of the Town herein in respect of any such continuing or subsequent default or breach, and no waiver shall be inferred from or implied by anything done or omitted by the Town save only by express waiver in writing. And the doing of anything by the Town required by this agreement to be done by the Operator shall not relieve the Operator of his or her continuing obligation to do that thing.

5.22 Seizure of Goods

In addition to and without omitting any other remedy for failure of the Operator to pay the amounts of money required to be paid to the Town under this agreement, the Town may seize any or all of the goods of the Operator used in the operation of the Concession for any arrears of such amounts, and such goods or chattels may be seized at any place to which they have been removed whether in the area of operation or otherwise.

5.23 Non-assignment

Neither this agreement nor any work to be performed under this agreement or any part thereof may be assigned in whole or in part by the Operator without the prior written consent of the Town. Such written consent, however, shall not under any circumstances relieve the Operator of his or her liabilities and obligations under this agreement and shall be within the sole and unfettered discretion of the Town.

5.24 Notice - Any written notice or any other thing to be given or delivered pursuant to this agreement shall be deemed properly given if delivered personally or mailed by prepaid registered mail as follows:

(a) If to the Town: Gregory D. Herrett CA,
CAO
Town of Amherst
PO Box 516
Amherst, Nova Scotia

(b) If to the Operator: George Baker
17 Central Ave.
Amherst, Nova Scotia

(c) such other address of which the party to be notified shall have given written notice to the other party in accordance with the preceding;

and such notice shall be deemed to have been given at the time it was delivered or business days from the date of mailing as the case may be.

5.25 Right to Show or Inspect

The Town, acting reasonably, shall have the right from time to time to show or inspect the area of operation at any time, provided that the business of the Operator is not unreasonably disrupted.

5.26 Captions

The captions appearing at the beginning of each of the clauses of these general conditions are for reference only and are not to be considered a part of the general conditions.

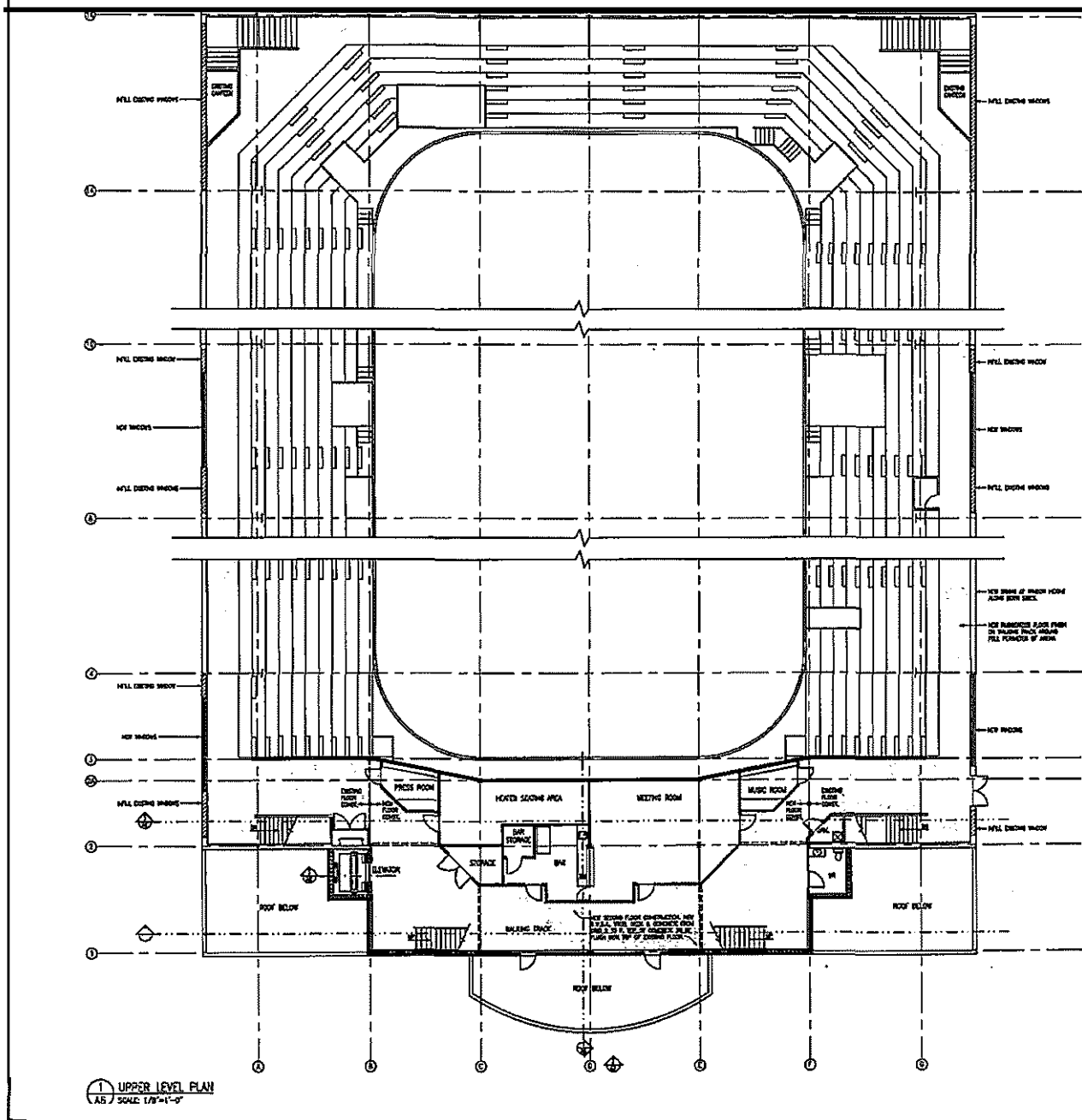
5.27 In Case of Bankruptcy

Subject to the provisions of the *Bankruptcy and Insolvency Act*, **R.S.C.** 1985, c. B-3, or any successor legislation or any other applicable legislation where, during the term of this agreement, the Operator makes an assignment for the benefit of its creditors, or becomes bankrupt or insolvent, or makes a proposal to its creditors, the Town may, at its option, declare this agreement void. Where the Town declares this agreement void, the Town shall be entitled to enter into a contract with another party without the consent of the Operator. The exercise by the Town of its right to declare this agreement void and to enter into a contract with another party shall in no way prejudice any rights or remedies that the Town may have at law against the Operator.

5.28 Overholding on a Month to Month Basis

In the event the Operator remains in occupation of the area of operation after the expiration of the term hereof and without the execution and delivery of a new agreement or any written renewal or extension hereof, there shall be no tacit or other renewal of this agreement and term thereof, and the Operator shall be deemed to be occupying the area of operation from month to month at a monthly payment payable in advance on the first day of each month.

APPENDIX 'A'



Appendix "B"
AMHERST STADIUM – EQUIPMENT LIST

1. Upright freezer (2)
2. Upright cooler
3. SS prep table with sink
4. Microwave (2)
5. Cooking range (natural gas)
6. SS prep table
7. Bulk fryer dump station
8. Fryers (natural gas) (4)
9. Dry storage shelving (2)
10. Heavy duty shelving (pop storage)
11. SS prep station
12. General utility cart
13. Clean wares drying / storage rack
14. Chip / chocolate bar racks

15. Hot chocolate & cappuccino machine
16. Drawer warmer (holding bagged hot dogs/hamburgers)
17. Hot dog steamer
18. Counter top food warmer display (fried foods)
19. Hot well (soup, gravy, nacho, cheese, etc.)

AMHERST STADIUM – EQUIPMENT LIST

1. Coffee makers (2)
2. Electric deep fryer (1)
3. Microwaves (2)
4. Deep freeze (1)
5. Pepsi cooler (1)
- 6.

Appendix “C”

Hospitality Room Food Products

During your multi day event at the Amherst Stadium, hospitality services in the second floor heated room will be permitted for one day. During that day, the following food items may be served in the Hospitality Room.

- Soups
- Sandwiches
- Meat trays
- Cheese trays
- Crackers and Biscuits
- Cold Cereal
- Cakes
- Pies
- Muffins
- Cookies
- Pastries
- Fresh Fruit
- Fruit Juices
- Yogurt

The following food items cannot be served in the Hospitality Room.

- Cooked Breakfast (ie: Bacon, Eggs, Toast, etc)
- Hamburgers, Hotdogs, Hot Sandwiches
- French Fries, Onion Rings, Deep Fried Foods
- Grilled, Fried or Baked Fish, Scallops or Clams
- Grilled, Fried or Baked Chicken
- Chilli
- Other cooked foods that are sold by the food concession at the Stadium
- Bottled Water, Soft Drinks

Both tea and coffee will be purchased from the Concession if required.

5.2. Agreement - Amherst Ramblers

Moved By: Councillor George Baker

Seconded By: Councillor Frank Balcom

That Council approves entering into an operating agreement with the Amherst Jr. ‘A’ Ramblers, for the 2014/2015 season, and authorizes the Mayor and CAO to sign the agreement on behalf of the Town.

Motion Carried

THIS AGREEMENT made this ___ day of _____, 2014,

BETWEEN:

**AMHERST JR. ‘A’ HOCKEY CLUB 1997 (herein after called the Ramblers) - and -
THE TOWN OF AMHERST (herein after called the Town)**

0343

1. **Pre Season:**
 - a) Ice will be available for the pre-season from August 25, 2014 to September 12, 2014.
 - 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 15th.
 - c) Ramblers will be billed on September 30th, with payment to be made by October 31st.
2. **Game Fees:** Flat fee of \$13,175.04, plus HST, for the 2014/2015 season. The fee will be paid to cover 24 regular season games, 2 prime time practices per week and 1 early morning practice per week. The fee will be paid in monthly installments of \$2,525.22, with the first payment due and payable on October 1, 2014 and each month thereafter, up to and including March 1, 2015.
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 4pm.
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 3rd 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 & Friday only. Ramblers to contact the Community & Economic Development office before 4pm 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 agree to carry, during the times of use, general liability insurance covering bodily injury and property damage with limits of at least \$1,000,000.00 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 (25%) and the Ramblers (75%), with the Ramblers share being billed and due on a month-to-month basis. It is the intention that the full cost and control of security will be borne by the Ramblers in the 2015/16 season.
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 \$658.22 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 2014/2015 Maritime Junior Hockey League Season, and will take effect on August 15, 2014 and expire on July 31, 2015.
- 22.** This agreement is contingent on the fact that all regular season and playoff home games are to be played at the Amherst Stadium.

6.3. Agreement - CED Shared Services

Moved By: Deputy Mayor Lisa Emery

Seconded By: Councillor David March

That Council approves entering into a shared services agreement for Community and Economic Development with the Municipality of the County of Cumberland and authorize the Mayor and CAO to sign the agreement on behalf of the Town.

Motion Carried

THIS AGREEMENT made the day of , A.D., 2014.

BETWEEN:

The Town of Amherst, a Municipal Corporation, in the County of Cumberland and Province of Nova Scotia; Hereinafter called "the Town", and

The Municipality of the County of Cumberland, a Municipal Corporation, in the County of Cumberland and Province of Nova Scotia; Hereinafter called "the County"

Whereas the Town and County recognize that opportunities for regional service provision partnerships should be fully explored and pursued when opportunities to improve organizational efficiency and effectiveness are identified; and

Whereas section 60 of the Municipal Government Act provides that municipalities may enter into agreements to provide or administer municipal services; and

Whereas under an existing Memorandum of Understanding, both the Town and the County have worked jointly in the creation of a Community Economic Development (CED) Strategy and have identified that the advancement of the goals of this Strategy is vital for the benefit of the whole region; and

Whereas both parties acknowledge the benefits of approaching Community Economic Development regionally without the barriers of municipal boundaries and commit to work together jointly under the provisions of this Shared Services Agreement;

The Town and the County agree to the following terms and conditions:

1. The Parties agree to enter into this agreement for the benefit of the whole of Cumberland region including municipal units not party to this agreement, and to do this in accordance with the "Guiding Principles for Shared Service Partnerships" adopted by both Parties in January 2013.
2. The term "Community Economic Development" (CED) is to be interpreted broadly, and includes business retention and expansion, business attraction, support for small business, business and organizational training, support for local development and community organizations, community capacity building, demographics, tourism development, and marketing, as well as implementation of the strategies included in the CED Strategy.
3. Implementation of the CED Strategy will be monitored by the CAOs of both municipalities with regular reporting and briefing to the CAO's and Councils at least on a quarterly basis by appropriate staff from both municipalities.
4. The CAOs and staff will determine the CED Strategy implementation budget for the balance of the current year and in each subsequent year this Agreement continues for the purpose of defining cost-shareable expenses.

0345

5. Areas of responsibility will be shared as follows for the 2014/15 fiscal year and will be reviewed annually by the CAOs and Directors to determine if changes are required:
 - a. The Town - Business Support and Demographics.
 - b. The County - Community Capacity and Tourism.
6. CED staff functions will be allocated as per clause 5 above, however staff shall collaborate as necessary to optimize competencies and experience.
7. CED staff and other staff of the Parties working to implement this Agreement and the CED Strategy will perform their duties without regard to the inter-municipal boundaries of the Parties.
8. CED staff will continue to report to their existing employer and immediate supervisor.
9. The Town and the County will retain responsibilities for ongoing operating expenses including current salaries and benefits, along with travel expenses for core staff working on the implementation of the strategy.
10. Implementation expenses, including additional new term staff, consultants, function costs, capital improvements, extraordinary travel costs, etc. will be identified annually within the CED Strategy implementation plan for inclusion in the budget process for both the Town and the County.
11. Implementation expenses relating to the CED Strategy and approved pursuant to clause 10 above will be managed by one unit (the County) and shared equally.
12. This Agreement may be amended at any time to formalize the inclusion of additional municipal units, with the approval, in writing, of the Town and the County.
13. This Agreement will remain binding and in force until changes are recommended by the CAOs and staff or upon receipt of formal written notice by either of the Town or the County by December 31st with an effect date of March 31 of any fiscal year.

IN WITNESS WHEREOF the Parties have executed this Agreement by their duly authorized officers the day and year first above written:

SIGNED SEALED AND DELIVERED

5.4. CED Strategy

Moved By: Councillor David March

Seconded By: Councillor Terry Rhindress

That Council approve the CED Strategy for the Town and County as presented and further that the budget of the first year of this strategy be approved in the amount of \$38,750 to be funded from operating reserves as necessary.

Motion Carried

5.5. UARB - Number of Councillors Confirmation

Moved By: Councillor George Baker

Seconded By: Councillor David March

That Council submit an application to the Nova Scotia Utility and Review Board to maintain the number of councillors and the election of councillors-at-large system.

Motion Carried

5.6. First Reading - Repeal Bylaw Providing Rules of Order of Council A-6

Moved By: Deputy Mayor Lisa Emery

Seconded By: Councillor George Baker

That Council approve first reading of a bylaw to repeal the Bylaw Providing Rules of Order for Council, A-6, approved by Council on March 16, 1998.

Motion Carried

Bylaw to Repeal the Proceedings of Council Bylaw, A-6

1. This is a by-law to repeal the Proceedings of Council Bylaw, A-6.
2. The Bylaw Providing Rules of Order for Council, A-6, known as the "Proceedings of Council Bylaw" approved by Council on the 16th day of March, 1998, is hereby repealed.

5.7. Special Collections Policy 31800-01**Moved By: Councillor Frank Balcom****Seconded By: Councillor David March****That Council approves the new Solid Waste Special Collections Policy, Number 31800-01.****Motion Carried****TOWN OF AMHERST SOLID WASTE-SPECIAL COLLECTIONS POLICY****NUMBER 31800-01****Purpose**

The Town of Amherst provides annual special solid waste collections, one for bulky items, one for construction and demolition debris, and two for leaf and yard waste. In the interest of providing this service in a timely and cost effective manner, the Town of Amherst has adopted a Solid Waste Special Collections Policy.

Policy Statement

The Town of Amherst shall provide for an annual special collection of bulky items, construction and demolition debris, and leaf and yard waste which will be held in the spring of each year, as well as a second leaf and yard waste collection to be held in the fall.

Dates

The specific dates of these special collections shall be determined by the Town of Amherst and its contracted solid waste collector before the solid waste collection schedule is distributed in September of each year.

Collections

Both the construction and demolition debris collection and the bulky item collection will take place on the same day, which will be the actual day of each resident's regular solid waste collection.

The spring leaf and yard waste special collection will be held during a separate week from the bulky item and construction and demolition debris collection. Such items will be collected on the actual day of each resident's regular solid waste collection.

Information regarding the weight, dimensions and number of items to be collected is contained within the Solid Waste Bylaw, Number D-20.

5.8. Tender - One Ton Truck and Dump**Moved By: Councillor Terry Rhindress****Seconded By: Deputy Mayor Lisa Emery****That Council awards the tender T-14-14 for a one ton truck and dump to Jim Hatheway Ford of Amherst, at their low bid of \$35,444 plus HST with funding to come from the 2014-15 approved capital budget.****Motion Carried****5.9. Tender - Sidewalk****Moved By: Councillor Terry Rhindress****Seconded By: Councillor David March****That Council award tender T-12-14 for Sidewalk Construction to the lowest compliant bidder, Bowser's Construction, for the Cornwall Avenue sidewalk only, at their price of \$41,968 plus HST.****Motion Carried****5.10. Tender - Extension of Welding Tender****Moved By: Councillor George Baker****Seconded By: Councillor Terry Rhindress****That Council approves the extension of the welding services contract with A&M Fabrication Inc. to August 31, 2015.****Motion Carried****5.11. Downtown Street Party****Moved By: Councillor David March****Seconded By: Councillor Frank Balcom****That Council approves funding in the amount of \$10,000 as requested by the Downtown Business Advisory Committee for the Downtown Street Party.****Motion Carried**

Recorded		
Robert Small	Yes	
George Baker	Yes	
Frank Balcom	Yes	
Lisa Emery		No
David March	Yes	
Terry Rhindress	Yes	
Results	5	1

5.12. Funding Request - CCMHA

Moved By: Councillor Terry Rhindress

Seconded By: Councillor David March

That the funding request from Cumberland County Minor Hockey Association (CCMHA) for Timbit Hockey sponsorship in the amount of \$500 be approved by Council, and that funding received from the Christie Foundation in the amount of \$10,000 in favour of the Timbit Hockey Program be directed for use by CCMHA.

Motion Carried

5.13. Funding Request Amherst Fire Fit Competition

Moved By: Deputy Mayor Lisa Emery

Seconded By: Councillor Frank Balcom

That Council approves funding in the amount of \$1,100 for the Amherst Firefighters Association in support of the 2015 FireFit Challenge which will be held in Amherst in July 2015.

Motion Carried

5.14. Funding Request Consolidation

Moved By: Councillor Frank Balcom

Seconded By: Councillor David March

That Council approves funding totaling \$2,800 to the following groups/organizations under the Town's Community Support Grants Policy:

- Cumberland Reds Men's Slo Pitch \$500
- Fundy Youth Soccer Girls U16 500
- Sean Ward 250
- VON 500
- MacGregor Midget AAA 250
- Remembering Canada's Heroes 300
- Chamber of Commerce 500

Motion Carried

Moved By: Councillor George Baker

Seconded By: Councillor Terry Rhindress

That staff be directed to review the current policy and present options to improve the process.

Motion Carried

5.15. Additional Item - Maccan Water Main Extension

Moved By: Councillor Frank Balcom

Seconded By: Deputy Mayor Lisa Emery

That Council approves the extra cost of \$104,972 plus applicable taxes for the Maccan Water Main Extension Project to install the water main under the CN crossing in Maccan

Motion Carried

5.16. Additional Item - Sportsplex

Moved By: Councillor David March

Seconded By: Councillor George Baker

That Council approves in principle the construction of a sportsplex facility along with other partners, and that Council ask Travise Dowe to form a group of users and interested persons that will review the existing feasibility study and make recommendations to the Councils of the Town of Amherst and the Municipality of the County of Cumberland regarding the preferred configuration, site, potential capital costs, funding sources and phasing (if necessary) for the proposed facility, as well as a business plan for the operation of the facility.

Motion Carried

6. INFORMATION / DISCUSSION ITEMS

7. INTERNAL COMMITTEE REPORTS

7.1. Planning Advisory Committee

Councillor March reviewed the report included in the agenda.

7.2. Amherst Board of Police Commissioners

Deputy Mayor Emery reviewed the report included in the agenda.

7.3. Amherst Youth Town Council

Councillor Balcom reviewed the report included in the agenda.

7.4. Downtown Business Advisory Committee

Councillor March reviewed the report included in the agenda and addressed comments and enquiries from Council.

7.5. Amherst 125 Committee

Deputy Mayor Emery reviewed the report included in the agenda and addressed comments and enquiries from Council.

8. EXTERNAL COMMITTEE REPORTS

8.1. Cumberland Public Libraries

Councillor Balcom reviewed the report included in the agenda and addressed comments and enquiries from Council.

8.2. Cumberland YMCA

In Councillor Bird's absence, Deputy Mayor Emery reviewed the report included in the agenda. The CAO will clarify some financial information for Councillor Baker.

8.3. Cumberland Joint Services Management Authority

Councillor Rhindress reviewed the report included in the agenda.

9. ADJOURNMENT

Prior to the motion to adjourn, Mayor Small had a few comments. He thanked Councillor March for hosting the CD launch at Trinity St. Stephen's over the weekend. He said that the DBAC will be asked to participate in identifying ways to mitigate parking concerns that have been raised with respect to the Amherst Police Facility location.

Mayor Small said he has heard concerns over the Community Service tender, and read the following letter which he will be sending to the Community Services Minister:

0349

Honourable Joanne Bernard
Minister of Community Services

Re: TENDER No. 60147830 - Leased Office Accommodations

The above tender was recently issued for leased accommodations for the Community Services office in Amherst. The tender indicates that that location of the building for these accommodations must be in Amherst and provides a number of specific areas including the existing space being used in the downtown core.

In recent years, the Town of Amherst has invested over 3.5 million dollars in redevelopment of our downtown in an effort to support existing business and entice new business entrants and activities. This work was completed under the auspices of the Center First Downtown Amherst Strategy and was funded by all three levels of government. As part of the strategy, the Town initiated the Downtown Amherst Business Advisory Committee, which have actively advised Council on issues and opportunities related to the downtown. This committee is made up of seven members of the downtown business community along with two member of Council.

The downtown business community has struggled to keep downtown Amherst alive and vibrant. They have been engaged in hosting festivals and working collectively in seasonal marketing campaigns to attract both resident and visitors. The Downtown Business Advisory Committee has advised Council of its concerns that the Community Services Office will be moved to another location in Amherst, and this move - that would include over 45 employees - may do irreparable harm to downtown businesses. Many businesses are struggling to stay alive and the loss of over 45 potential customers could very well lead to some closures occurring.

Whereas the Community Services Office has been a key component of downtown Amherst for several years, and both Council and the downtown business community have been very active in maintaining and growing the downtown, we ask that you give serious consideration when reviewing options presented for new accommodations to downtown Amherst.

Moved By: Councillor Terry Rhindress

Seconded By: Councillor David March

To adjourn at 8:30 PM

Motion Carried

Gregory D. Herrett, CA
Town Clerk and CAO

Robert Small
Mayor