

**Minutes of a Special meeting of Amherst Town Council
Held in Council Chambers
Monday, August 21, 2006 at 4:30 PM**

PRESENT: Mayor Jerry Hallee
Deputy Mayor David March
Councillor Robert Angel
Councillor George Baker
Councillor Ed Chitty
Councillor Dale Fawthrop
Councillor Terry Rhindress
Greg Herrett, Chief Administrative Officer
Rebecca Purdy, Executive Assistant

1. CALL TO ORDER

2. APPROVAL OF AGENDA

Moved by Councillor Chitty, seconded by Councillor Baker to approve the agenda.

3. REQUESTS FOR DECISIONS

3.1 Tender: One-Tonne Truck for Water Department

Moved by Councillor Chitty, seconded by Deputy Mayor March that Council approve the purchase of a new one-tonne truck from Jim Hatheway Ford Sales Ltd. at their low tender price of \$28,896.00 plus HST, with funding to come from the approved Water Capital Budget, as recommended by Administration.

MOTION CARRIED

3.2 Robert Angus Drive Sidewalk

Moved by Councillor Chitty, seconded by Deputy Mayor March that Council refuse the request from Robert Angus Drive businesses to change the sidewalk to concrete, as recommended by Administration.

MOTION CARRIED

3.3 Tenders – North Town Collector Sewer

Moved by Councillor Chitty, seconded by Councillor Rhindress that Council award the tender for Schedule A of the North Town Collector Sewer Project, to include all gravity piping and forcemains, to Costin Paving at their tendered price of \$1,082,540 plus HST, and that Council reject both tenders submitted for Schedule B (the Lift Stations) and to redesign and re-tender the lift stations in the early spring of 2007, as recommended by Administration.

MOTION CARRIED

3.4 Ramblers Operating Agreement

Councillor Baker excused himself and left the boardroom during discussion and decision on this issue.

Moved by Councillor Fawthrop, seconded by Councillor Angel that Council approve entering into a two-year operating agreement with the Amherst Jr. Ramblers that details the fees charged, terms and conditions for use of the Amherst Stadium for their training camp, hockey season, and post season activities, and authorize the Mayor and CAO to sign on behalf of the Town.

MOTION CARRIED

Note: Councillor Chitty expressed a desire to have a discussion on the financing of security requirements at a future Committee of the Whole meeting.

**AGREEMENT BETWEEN
THE AMHERST JR "A" HOCKEY CLUB 1997 LTD.
AND THE
TOWN OF AMHERST**

1. **Training Camp:** August 28 to September 15. Training Camp for 2007/08 season will be contingent on Phase 2 renovations at the Stadium.
 - a) All fees and charges within this agreement are inclusive of HST.
 - b) The Rambler Hockey Club guarantees the Town \$11,000 in ice rental fees.
 - c) The flat rate rental fee for the training camp period will be \$80.00 per hour
 - d) The Town will advertise ice availability up to September 15th
 - e) All bookings will be thru Community and Economic Department Staff.
 - f) Revenue up to \$11000 from rentals to others except the Fundy Hockey School will be credited to the Rambler account. The revenue in excess of \$11,000 will be split equally between the Town and the Ramblers.
 - g) Ramblers will pay Town the balance by September 30, 2006.
 - h) These arrangements are for the 2006/07 and 2007/2008 seasons and may be subject to change in any future agreement.
 - i) The Town will pro rate the fee if ice is not available by August 29th.
 - j) The Town will not be liable for any expense incurred by Junior Hockey Club due to the unavailability of ice during training camp.

2. **Game Fees:** Flat fee of \$16,059.00 for the 2006/2007 season, the fee will be paid with six post dated cheques as follows to cover up to 28 regular season games and practices. The fee will increase at the same percentage rate of regular ice rental rates for the 2007/2008 season.

Schedule of Post Dated Cheques:		2006/2007	
October 31	\$2676	January 31	\$2676
November 30	\$2676	February 29	\$2676
December 31	\$2676	March 31	\$2679

This arrangement for Post Dated Cheques will continue for the 2007/08 season and include and rate increase.

3. **Games Schedule:** All weekday games are to start at 7:30pm, Saturday night games to start at 7:00 pm.

4. **Alumni Game:** The Alumni Game is included with the flat fee to be used by the Hockey Club during normal club rental times, to be booked by September 30th for both seasons under this agreement. All times that, there are no scheduled games or practices by the Hockey Club will be retained by the Amherst Stadium for rental.

5. **Practice Times:** Practices are scheduled for one and a half hours (1.5 hours) on Tuesday and Thursday nights, the practice charge is included with Flat Fee (refer #1 above). **A charge at the regular rate will be levied** if this practice is not canceled within 48 hours.

6. **Lunchtime Practices:** Practices during the Lunchtime period (12noon to 1pm) be used for unscheduled practice by the players at no charge if the ice is available from Tuesday, Thursday & Friday only. Ramblers to contact the Community & Economic Development Office before 4pm the preceding day.

7. **Office:** Upstairs office is available at no charge for this season. (Community & Economic Development Staff and Rambler President to agree to schedule of use). Phone line is at the expense of the Amherst Ramblers.

8. **Stadium Rentals (off season):** The allowance for two fundraising events during the summer with no charge for Stadium Rental is suspended for the summer 2007 to facilitate the installation of a new ice surface. This allowance may be suspended for the summer of 2008 in the event that additional renovations take place in the stadium in that year.

9. **Spectators:** It will be the responsibility of the hockey club to clear out the stadium after all hockey games and rentals.

10. **Selling of Stadium Advertising:** As per Stadium Sign Rental Policy # 273-07. See attached Policy.

11. **Stadium Event Sign:** Will be the Responsibility of the Stadium, Ramblers to provide a schedule of games and wording for the sign. When available the Town grants permission to the Ramblers for the use of the second side.

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 for security will be shared on a 50/50 bases 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. The Town of Amherst will facilitate a request for proposal process to determine the best company to provide this service. Until such time that formal security is in place, the Ramblers will continue to provide security as in the past year (Schedule "B" attached).
13. **Bar:** The Heated Room is available to the Ramblers for regular season games and playoffs under the existing Town of Amherst Liquor License. It must be noted within this agreement that the Town of Amherst will review all aspects of this operation, once approved stadium renovations are complete, to determine the best course of operations for all stakeholders in the future. For the balance of this agreement, the Ramblers will be responsible for complete operation of the bar and in accordance with schedule A attached. The Town of Amherst will not be responsible for any items left in the Heated Room.
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. To be vacated one week after season or playoffs are completed. The Town of Amherst has estimated that the cost for the additions currently planned for the Dressing Room will be \$10,000.00 including labor. The Town of Amherst will cover 100% of these costs.
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 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 271-04 Photocopying Policy.
17. **Playoffs:** A rate of \$600.00 including HST per playoff game for the duration of this agreement.
18. **Zamboni, Boiler and Plant Rooms:** Are OFF LIMITS to all persons. Stadium staff only. This is a significant safety concern and breach of this under the Stadium Code of Conduct for all users will result in the immediate suspension from the Stadium of the offender for the balance of the Stadium season.
19. **Program of Events:** Provide Community & Economic Development Staff with **program of events and requirements two (2) days prior to the game.** Saturday Games, requirements by Thursday noon, Tuesday Games, requirements by Monday 10:00am.
20. **Chewing Tobacco:** There will be no Chewing of Tobacco allowed in the Stadium.
21. **This agreement will be for the 2006/2007 and 2007/2008 Maritime Junior A Hockey League Season, and will take effect on August 29, 2006 and expire on April 30, 2008**
22. **This agreement is contingent on the fact that all regular season and playoff home games are to be played at the Amherst Stadium.**

SCHEDULE A

Amherst Junior A Ramblers' responsibilities for operating a bar during all events

1. The Ramblers shall not personally or through any employee, servant or agent in or about the Stadium premises allow the following:
 - a) permit gambling, or the use of any game of chance contrary to the Criminal Code, or any game not in compliance with Board policies and standards;
 - b) except as provided by the Act or these regulations, allow or employ a person under the age of 19 years in premises licensed as a beverage room lounge or cabaret;
 - c) permit any liquor to be diluted;
 - d) permit any person who is or appears to be under the influence of liquor to be on the licensed premises;
 - e) permit liquor to be served in any licensed premises to any person who is or appears to be disorderly or intoxicated;
 - f) permit any liquor sold upon the licensed premises to be taken from the premises;

g) permit any liquor, other than liquor purchased under the authority of the license and on which the additional charge as provided by these regulations has been paid, to be brought upon or sold in the licensed premises;

h) advertise, promote or post signs for the promotion and sale of liquor, except as by Board approved copy;

i) permit more persons to be admitted and remain on the licensed premises than the number authorized on the license;

j) permit any employee to consume or purchase liquor on the licensed premises while on duty;

k) permit any employee working in the licensed premises to be improperly attired, or to be so clad as to offend against public decency;

l) commit (or) attempt to commit a breach of any provision of the Act or regulations.

2. Amherst Jr. A. Ramblers shall:

a) keep such records as prescribed by the board, of the purchase and sale of all food and liquor, admission or cover charge, the cost of entertainment and advertising, and make such return thereof as the Board may direct.

b) retain for a period of not less than the next following calendar year all such records referred to in clause (a), including all food and liquor service checks, tapes of cash registers and proof of remittance of any and all tax payable to the Province of Nova Scotia as result of the operation of the licensed premises;

c) ensure that the licensed premises are never operated without having a properly qualified individual present who is designated as being in charge of the licensed premises;

d) at all times, provide to the customer in a manner prescribed by the Board the amount of spirits, wine or beer served in any container;

e) at all times comply with the Act, the regulations, policies, directives and conditions set by the Board with respect to the operation of the licensed premises;

f) ensure that the proper control is always exercised over the operation of the premises in order to strictly adhere to these regulations and policies and standards of the Board.

3. Sale of Liquor:

a) Liquor served in licensed premises shall be consumed on the premises during the hours serving is permitted under these regulations and one-half hour thereafter, by which time all consumption of liquor shall terminate.

b) No person shall sell or serve liquor in licensed premises on Good Friday or Christmas Day except in an eating establishment;

c) Notwithstanding the provisions hereof, the Board may authorize the sale and service of liquor in licensed premises during such additional temporary periods as it sees fit.

d) All licensed premises, with the exception of eating establishments and military establishments, shall have a mandatory last call one-half hour before closing.

e) All licensed premises, with the exception of eating establishments and military establishments, shall be vacated of patrons one-half hour after service of liquor has been terminated.

4. Advertising and Promotions:

a) The Amherst Jr. A. Ramblers are not to advertise the sale of liquor by any form of media, posters, signs or displays or by any other means promote the sale of liquor on or about the licensed premises unless the advertising copy has been approved by the Alcohol and Gaming Authority.

b) Prizes offered by licensed premises with respect to any form of contest held on the premises may be limited by Board policy.

5. The Town of Amherst will be responsible for the following:
 - a) will not permit or offer any form of entertainment except as prescribed by these regulations or Board policy;
 - b) unless the Board otherwise directs, because of the rental for the licensed premises varying due to sales volumes, pay any person any sum of money as consideration under any agreement of sale, employment or management that varies or may vary directly or indirectly with the volume of liquor sales.
6. Duties of the Town of Amherst:
 - a) maintain the licensed premises, including the grounds and fixtures and equipment therein as required by the Board;
 - b) keep the license and other notices required by the Board prominently displayed and suitably framed in the licensed premises at all times;
 - c) at all times comply with the Act, the regulations, policies, directives and conditions set by the Board with respect to the operation of the licensed premises;
 - d) ensure that proper control is always exercised over the operation of the premises in order to strictly adhere to these regulations and policies and standards of the Board.
7. Special Premises License – Duties of Licensee

The holder of a special premises license shall comply with the terms and conditions of the license, the provisions of the Act and regulations and policies and directives of the Board.

EVENT SECURITY

SCHEDULE B

Event security shall mean any person or persons hired either by the department or tenant(s), client(s) for the purpose of monitoring patrons, maintaining and enforcing Stadium Policies, protecting Municipality Properties and patrons' safety.

1. Arrive at Stadium one hour prior to the scheduled event time.
2. Meet with senior staff person in charge to review security arrangements for the event.
3. Check to ensure all fire doors are closed and remain so during event.
4. Security Personnel assigned to keeping exit doors closed at all times, on each side of the Stadium. Security will monitor dressing room entrances at various intervals and discourage loitering prior to and following the event.
5. Minimum of six (6) Security Personnel will remain in seating area. During intermission or prolonged stopping in play, security personnel shall be positioned at the bottom of predetermined aisles.
6. Security in stands are to observe and enforce all Stadium Policies by maintaining a close surveillance on the conduct of spectators, i.e.:
 - a) Patrons throwing objects on ice, especially coins;
 - b) keep patrons away from penalty box area;
 - c) keep patrons away from team benches and from annoying players and coaching staff;
 - d) enforce "no smoking" allowed in the stands policy;
 - e) enforce "no alcohol" to be consumed in stands policy;
 - f) refrain children from running around in the stands, promenade area and alleyways;
 - g) patrons are not permitted to lean over glass or shake glass;
 - h) refrain patrons from using profanity.
7. Security to remain until Stadium is clear of fans. Four security personnel will move to the front of the building to monitor traffic flow exiting the building, and to prevent loitering of fans in the parking lot. Remaining security staff to check the building to determine that all patrons have left.
8. Any situation requiring additional assistance, security will advise the senior Stadium staff person in charge.

9. Patrons not in compliance are to be taken to the Stadium Office where any infractions of above rules are to be reported to Stadium staff with the name of person/persons involved and a written report of incident. Patrons not conforming to Stadium policies are to be removed from building by Stadium staff. Amherst Police Department is to be contacted for those cases when diplomacy is ineffective.
10. In the event of an emergency, event security will come under the jurisdiction of the senior Stadium staff person in charge. Once a decision is made to evacuate the building, event security are to direct people quickly and calmly to the nearest exit and man exits until advised that the building has been cleared.
11. During a medical emergency and/or evacuation, security will assist with crowd control. If first responder, decide on nature of injury and whether it is a major or minor.
Minor- signal stadium staff and treat patron.
Major – signal other security staff and stadium staff, control area, have appropriate phone call made (911), wait for medical assistance. Proceed with normal duties. Accident reports must be completed on all minor and major accidents. Forms are available in General Office.

3.5 Request to Change Agreement – Ketchum Corner

Moved by Councillor Baker seconded by Councillor Chitty that Council enter into an agreement with Callaghan & Weatherbee Land Development Limited to amend the Ketchum Corner Purchase and Sale Agreement originally entered into on December 16, 2005, by permitting multi-unit dwellings and extending the deadline for street construction to the spring of 2007, as requested by the developer and recommended by Administration.

MOTION CARRIED

THIS DEVELOPMENT AGREEMENT AMENDMENT made this ____ day of August, 2006.

***BETWEEN: CALLAGHAN & WEATHERBEE LAND DEVELOPMENT LIMITED
Hereinafter called "Callaghan & Weatherbee" PARTY OF THE FIRST PART***

- and -

THE TOWN OF AMHERST Hereinafter called "Town" PARTY OF THE SECOND PART

WHEREAS Callaghan & Weatherbee Land Development Limited and the Town of Amherst entered into a development Agreement dated December 16th, 2005.

AND WHEREAS the parties to the said agreement agree to amend the terms and conditions of the said Development Agreement;

AND WHEREAS the parties hereby agree for certain consideration to amend the Agreement as follows:

1. *Paragraphs 1(a) to 8(d) have been complied with;*
2. *Paragraphs 8(e) to 8(j) to be replaced with the following;*
 - a. *To develop the subject property as a residential development containing a mix of housing types as permitted and regulated in the Land Use Bylaw.*
 - b. *That all development shall be in conformance with the Town of Amherst Land Use Bylaw, including the variance provisions of the said Bylaw and the Municipal Government Act.*
 - d. *To commence construction of either the proposed street or a minimum of four (4) dwelling units, no later than September 21st, 2006. In the case of street construction, the purchaser will have the street completed, opened and dedicated for use as a public highway on or prior to December 31st, 2006. This street is to be completed in accordance with the street construction standards of the Town of Amherst. Should it be necessary, written confirmation from a local asphalt company that the weather does not permit them to lay asphalt until spring will be accepted by the Town, and the purchaser will then have until June 1st, 2007 to lay the asphalt. In any case, the proposed street, minus asphalt, will be completed prior to December 31st, 2006.*

- e. *That the layout of the lots as shown on the plan attached to the original agreement may be altered to accommodate the form of development described in this agreement.*
- f. *In the case of the construction of four (4) dwelling units, the said units shall be completed and ready for residential occupancy no later than December 31st, 2006.*
- g. *Should the Purchaser decide to construct the four (4) dwelling units in the fall of 2006 in lieu of the proposed street, the construction of the said street will begin no later than May 1st, 2007 and the developer will have the street completed, opened and dedicated for use as a public highway on or prior to July 31th, 2007.*
- h. *Should the Purchaser fail to meet any deadline as set out herein, the purchaser shall pay to the vendor the sum of \$200/ day for each day by which the deadline is exceeded and if the deadline is exceed by 30 days the Vendor may exercise the option as set out in Paragraph 9 to require the Purchaser to reconvey the property to the Vendor;*

3.6 Sale of Surplus Boat and Equipment to Joggins Fire Department

Moved by Councillor Rhindress, seconded by Councillor Baker that Council accept the offer of \$3,000 from the Joggins Fire Department to purchase surplus zodiac boat, motor, trailer and rescue equipment, as recommended by Administration.

MOTION CARRIED

3.7 Joint Tourism Committee

Moved by Councillor Fawthrop, seconded by Councillor Baker that Council agree to appoint a second representative to the Joint Tourism Committee for Cumberland County, and that this representative will be named at some future date.

MOTION CARRIED

3.8 UNSM Golf Tournament

Councillor Fawthrop expressed an interest in the Town of Amherst co-sponsoring the UNSM fall golf tournament with the County of Cumberland in September 2007. He stressed that the County has not been approached on this matter yet, but he explained to Council that he felt it would be an excellent opportunity to showcase the Joggins Fossil Cliffs in the autumn and the Town.

Moved by Fawthrop, seconded by Chitty to table this matter until discussion can be held with the County of Cumberland.

**MOTION CARRIED
ISSUE TABLED**

4. ADJOURNMENT

On motion by Councillor Rhindress, the meeting adjourned at 5:05 P.M.

APPROVED:

Gregory D. Herrett, CA
Chief Administrative Officer

Jerry Hallee
Mayor