

**Minutes of a Special Meeting of Amherst Town Council
Held in Council Chambers Amherst town Hall
Thursday, September 4, 2008 at 10:00 AM**

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

REGRETS: Councillor Robert Angel

1. CALL TO ORDER

Mayor Hallee called the meeting to order at 10:05 AM.

2. APPROVAL OF AGENDA

Moved by Councillor Chitty, seconded by Deputy Mayor Rhindress to approve the agenda as distributed.

MOTION CARRIED

3. AGREEMENT WITH RAMBLERS

Councillor Baker declared a conflict and was excused from the discussion on this issue.

The CAO reviewed the Request for Decision and gave Council a brief summary of the proposed agreement that has been negotiated with the Ramblers.

Moved by Councillor Fawthrop, seconded by Councillor March that the Town of Amherst enter into a one-year operating agreement with the Amherst Junior 'A' Ramblers Hockey Club effective August 11, 2008, and authorize the Mayor and CAO to sign the agreement on behalf of the Town.

MOTION CARRIED

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

-
1. **Training Camp:** August 18 to September 13, 2008.
 - a) The Rambler Hockey Club guarantees the Town \$11,000 in ice rental fees.
 - b) The flat rate rental fee for the training camp period will be \$80.00 per hour
 - c) The Town will advertise ice availability up to September 13th
 - d) All bookings will be thru Community and Economic Department Staff.
 - e) 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.
 - f) Ramblers will pay Town the balance by September 30, 2008.
 - g) These arrangements are for the 2008/09.
 - h) 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 \$14,911.93 including HST for the 2008/2009 season. The fee will be paid with six post dated cheques each year as follows to cover up to 26 regular season games and practices.

Schedule of Post Dated Cheques for 2008/2009			
October 31	\$2485	January 31	\$2485
November 30	\$2485	February 29	\$2485
December 31	\$2485	March 31	\$2486.93
 3. **Games Schedule:** All weekday games are to start at 7:30pm, Saturday night games to start at 7:00 pm and Sundays at 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 (refer #1 above). **A charge at the regular rate will be levied** if this practice is not canceled within 48 hours.

5. **Lunchtime Practices:** Practices during the Lunchtime period 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.
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:** 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.
11. **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 for the season 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.
12. **Bar:** The Heated Room 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 and in accordance with schedule A attached. Servers will be appropriately attired and with name tags The Town of Amherst will not be responsible for any items left in the Heated Room.
13. **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.
14. **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.
15. **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.
16. **Playoffs:** A rate of \$650.00 including HST per playoff game for the duration of this agreement.
17. **Zamboni, Boiler and Plant Rooms:** Are OFF LIMITS to all persons. Stadium staff only. 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.
18. **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.
19. **Chewing Tobacco:** There will be no Chewing of Tobacco allowed in the Stadium.
20. **This agreement will be for the 2008/2009 Maritime Junior A Hockey League Season, and will take effect on August 1, 2008 and expire on July 30, 2009.**
21. **This agreement is contingent on the fact that all regular season and playoff home games are to be played at the Amherst Stadium.**

Signed at Amherst, Nova Scotia this _____ July, 2008.

4. APPOINTMENT OF BUILDING INSPECTOR

The CAO reviewed the Request for Decision and gave Council a brief summary.

Moved by Councillor March, seconded by Deputy Mayor Rhindress by that Tim Peters be appointed as Building Inspector and Development Officer for the Town of Amherst.

MOTION CARRIED

5. RESOLUTION FOR PRE-APPROVAL OF DEBENTURE

The CAO reviewed the Request for Decision and provided a brief summary to Council on the issue. The CAO reported that the Town's total debt service is approximately 6.6% of own source revenues; as a benchmark, SNSMR is concerned when that number gets in the 15% range.

Moved by Councillor Chitty seconded by Councillor Baker that Council approve the Standard Resolution for Pre-Approval of Debenture Issuance Subject to Interest Rate as required by the Nova Scotia Municipal Finance Corporation, such Debenture in the amount of \$2,942,240 to include Stadium Renovations in the amount of \$2,170,240 and South Albion Street Reconstruction \$772,000.

MOTION CARRIED

TOWN OF AMHERST

Resolution for Pre-approval of Debenture Issuance Subject to Interest Rate

\$2,942,240

September 4, 2008

WHEREAS Section 91 of the Municipal Government Act provides that a municipality is authorized to borrow money, subject to the approval of the Minister of Service Nova Scotia & Municipal Relations; and

WHEREAS the resolution of Council to borrow to expend funds for the capital purposes of:

- Play grounds, trails, bicycle paths, swimming pools, ice arenas and other recreational facilities;
- Streets, culverts, sidewalks and curb;
- Wastewater facilities and storm water systems

WHEREAS Clause 91 (1)(B) OF THE Municipal Government Act authorized the Council to determine the amount and term of, and the rate of interest, on each debenture, when the interest on a debenture is to be paid, and where the principal and interest on a debenture are to be paid; and

WHEREAS Clause 91 (2) of the Municipal Government Act states, that in accordance with the Municipal Finance Corporation Act, the mayor and clerk or the person designated by the Council, by policy, shall sell and deliver the debentures on behalf of the municipality at the price, in the sums and in the manner deemed proper;

BE IT THEREFORE RESOLVED THAT under the authority of Section 91 of the Municipal Government Act, **the Town OF AMHERST** borrow by the issue and sale of debentures a sum or sums not exceeding **TWO MILLION AND NINE HUNDRED FORTY TWO THOUSAND TWO HUNDRED FORTY DOLLARS (\$2,942,240)**, for an amortization period not to exceed (10) years for the paving of South Albion Street Reconstruction, (15) years for the Storm Sewer Main and Sanitary Sewer Main of South Albion Street Reconstruction and (20) years for the Stadium Renovations, subject to the approval of the Minister of Service Nova Scotia and Municipal Relations;

THAT the sum be borrowed by the issue and sale of debentures of the Town of Amherst in the amount that the mayor and clerk or the person designated by the Council deems proper, provided the average interest rate of the debenture does not exceed the rate of **7.00%**;

THAT the debenture be arranged with the Nova Scotia Municipal Finance Corporation with interest to be paid semi-annually and principal payments made annually;

THAT this resolution remains in force for a period not exceeding twelve months from the passing of this resolution.

6. APPOINTMENT TO HERITAGE AND PLANNING ADVISORY COMMITTEES

Moved by Councillor Chitty, seconded by Councillor Baker to table this item.

**MOTION CARRIED
ITEM TABLED**

7. SEPTEMBER COUNCIL MEETING

The CAO presented the Request for Decision, explaining that both the AMA conference and the UNSM conference were in September, and recommending that the date of the meeting be changed.

Moved by Councillor Baker, seconded by Deputy Mayor Rhindress that the date of the Regular meeting of Council be changed from September 22, 2008 to September 29, 2008.

MOTION CARRIED

8. ADJOURNMENT

On motion by Deputy Mayor Rhindress, the meeting adjourned at 10:20 AM

APPROVED:

Gregory D. Herrett, CA
Chief Administrative Officer

Jerry Hallee
Mayor

Special Meeting of Amherst Town Council
Thursday, September 4, 2008 at 10:00 AM
Amherst Town Hall
AGENDA

	RFD#
1 Call to Order	
2 Approval of Agenda	
3 Agreement with Amherst Jr. A Ramblers Hockey Club	2008084
4 Appointment of Building Inspector	2008085
5 Resolution for Pre-approval of Debenture	2008086
6 Appointments to Heritage Advisory & Planning Advisory Committees	2008087
7 September Council Meeting – Change Date	2008088
8 Motion to Adjourn	