

**TOWN OF AMHERST
Regular Council Meeting
Minutes**

Date: December 20, 2021
Time: 6:00 pm
Location: Zoom Virtual Meeting

Members Present
 Mayor David Kogon
 Councillor Hai Davidson
 Councillor George Baker
 Deputy Mayor Sheila Christie
 Councillor Lisa Emery
 Councillor Dale Fawthrop
 Councillor Leon Landry

Staff Present
 Jason MacDonald, Chief Administrative Officer
 Michael Hunter, Chief Financial Officer
 Dwayne Pike, Police Chief
 Greg Jones, Director of Fire Services
 Andrew Fisher, Director of Planning & Strategic Initiatives
 Aaron Bourgeois, Director of Operations
 Kim Jones, Director of Corporate Communications and
 Community Well Being / Municipal Clerk
 Tom McCoag, Corporate Communications Officer
 Natalie LeBlanc, Deputy Clerk

Due to the COVID-19 pandemic this was a virtual meeting held via Zoom.

1. CALL TO ORDER

Mayor Kogon called the meeting to order at 6:00 p.m.

2. TERRITORIAL ACKNOWLEDGMENT

3. APPROVAL OF AGENDA/MINUTES

3.1 Approval of the Agenda

Moved By Councillor Emery

Seconded By Councillor Baker

To approve the agenda as circulated.

Motion Carried

3.2 Approval of Minutes

3.2.1 November 29, 2021 Regular Council

Moved By Councillor Fawthrop

Seconded By Deputy Mayor Christie

To approve the minutes of the November 29, 2021 regular meeting of Council as circulated.

Motion Carried

4. REQUESTS FOR DECISION

4.1 Heritage Gas Municipal Operating Agreement

Moved By Deputy Mayor Christie

Seconded By Councillor Landry

That Council approve the Municipal Operating Access Agreement with Heritage Gas Limited and authorize the Mayor and CAO to sign the agreement on behalf of the Town.

Motion Carried

THIS MUNICIPAL OPERATING ACCESS AGREEMENT - made this ____ day of _____, 2021+6.

BETWEEN:

TOWN OF AMHERST
(hereinafter called the "Town")

-and-

HERITAGE GAS LIMITED
(hereinafter called "Heritage")

WHEREAS the award of the natural gas distribution franchise to Heritage by the Nova Scotia Utility and Review Board was approved by the Province of Nova Scotia by Order in Council dated February 21, 2003 granting Heritage a full regulation class franchise for the construction and operation of a natural gas distribution system in certain areas of Nova Scotia;

AND WHEREAS the Town holds title to the Streets within the Town which it maintains;

AND WHEREAS Heritage wishes to use municipal streets for the installation and operation of a Gas Distribution System;

AND WHEREAS the Town approved in May, 2005 the terms and conditions of the first Municipal Operating Access Agreement ("MOAA") for the period June 1, 2005 to December 31, 2010;

AND WHEREAS the Town and Heritage wish to enter into a new MOAA for a further period of time;

THEREFORE, in consideration of the mutual terms, conditions and covenants contained herein, the parties agree as follows:

Definitions

1. In this Agreement,
 - a. "Engineer" means the Engineer as defined by the Municipal Government Act (Nova Scotia).
 - b. "Gas Distribution System" includes any pipe, pipeline, main, service, trap, vent, vault, manhole, meter, gauge, regulator, valve, appliance, attachment, and any other property located or to be located in, upon, along, across, under or over the Streets of the Town and used or useful in transportation, transmission or distribution of natural gas.
 - c. "Locate" means the process conducted by Heritage to determine the underground location of a natural gas pipeline prior to excavation or disturbance of earth and soil.
 - d. "NSUARB" means the Nova Scotia Utility and Review Board.
 - e. "Permit and Locate Form" means that form used by Heritage to identify specifics and location of infrastructure for customer service connections.
 - f. "Gross negligence" means a conscious and voluntary disregard of the need to use reasonable care, and shall include situations where the Town neglects to request locate information as required by the Regulations made pursuant to the Pipeline Act.
 - g. "Project" refers to planned annual construction programs of natural gas pipelines by Heritage.
 - h. "Street" means Street as defined by the Municipal Government Act and for the purposes of this Agreement includes the public streets, street right of ways, highways, roads, lanes, sidewalks, and thoroughfares as the same now or may hereafter exist within the Town.
 - i. "Town" means the Town of Amherst.

License and Consent

2. (1) The Town hereby grants Heritage an exclusive encroachment license for use of –its Streets for the purpose of constructing, operating and maintaining the Gas Distribution System.
- (2) This Agreement does not grant a right to attach gas lines to municipally owned bridges; such attachments are subject to the approval of the Engineer on a case by case basis.
- (3) The grant of the license is subject to the terms and conditions of this Agreement, and compliance with all federal, provincial and municipal laws including CSA Code Z662, Pipeline Regulations (Nova Scotia), and applicable By-laws of the Town as amended from time to time.

- (4) To the best of its ability, the Town shall endeavour to notify Heritage well in advance of any proposed municipal law changes that affect this Agreement, and to facilitate consultations between Heritage and the Town regarding the contents of such municipal law changes.
- (5) Without limiting the generality of the foregoing, Heritage confirms that it will comply with all requirements of the Nova Scotia Occupational Health and Safety Act with regard to its Gas Distribution System.

Term of Agreement

3. (1) This Municipal Operating Access Agreement shall be for a period of five (5) years (the "Term") commencing on the January 1, ~~2017-2022~~ until December 31, ~~2024~~2026, subject to the earlier abandonment of said franchise, in which case this Agreement shall automatically terminate on the date of the abandonment except as otherwise provided by this Agreement.
- (2) Six months prior to the expiry of the Term, the parties shall enter into negotiations to renew this Agreement upon such terms and conditions as may be agreed. In the event parties do not agree on the terms and conditions of a renewal agreement prior to one month before the end of the Term, the matter shall be determined by the NSUARB pursuant to Section 78 of the Public Utilities Act (Nova Scotia) and Section 9 of the Gas Distribution Act (Nova Scotia). The parties agree that in the interim, in such case, the terms and conditions of this Agreement shall govern until such time that an order is issued on the matter by the NSUARB.

Training

4. Heritage commits to providing training at no cost to the Town with respect to natural gas awareness and emergency response issues for appropriate Town engineering and operations staff, building/street inspectors and emergency services including fire and police personnel relating to the Gas Distribution System.

Construction Schedule

5. (1) The Town and Heritage each recognize the benefits of joint infrastructure planning between the Town and Heritage. Heritage shall continue the open dialogue process with the Engineer to ensure natural gas project planning is current and the Town shall continue the open dialogue with Heritage to ensure project planning is current. At a minimum, Heritage shall meet with the Engineer, before December 31st of each year, for the purpose of exchanging known or proposed plans of both the Gas Distribution System and the Town's service systems for the following year.
- (2) The Town and Heritage shall jointly promote the "[Call-Click Before You Dig](#)" safety program within each organization and the public during the annual construction season and on any other pertinent occasion. The Town shall, at no cost to Heritage, take an active role in promoting [Call-Click Before You Dig](#) and excavation safety both within municipal departments and to third parties working in the Street.
- (3) Unless with express approval from the Engineer, no construction shall take place in the travelled portion of the Town's right-of-way after October 31 of each calendar year.

Design

6. (1) The Engineer shall be the final approval authority for the location of all portions of the Gas Distribution System located within municipal Streets, which approval shall not be unreasonably withheld. The location and installation of the Gas Distribution System shall be consistent with applicable Canadian gas codes including CSA Z662 as amended from time to time.
- (2) Heritage is responsible to restore Streets in accordance with the Town's policies, applicable to Heritage operations, as amended from time to time. Notwithstanding the generality of the foregoing, where a pavement cut is made on a Street that has been paved within the previous five (5) years, the Town may, at the sole discretion of the Engineer, apply more stringent specifications to the surface restoration requirements for that Street.

Permits

7. (1) In accordance with the Town's permitting requirements, Heritage shall annually obtain a Street Breaking Permit for every project where the Gas Distribution System is proposed

- to be installed within the Town. A Street Breaking Permit will remain in force until the project is completed.
- (2) Notwithstanding any other provision herein, Heritage or its contractor shall also provide refundable performance security to the Town in the estimated amount of Street restoration costs to guarantee the restoration of Streets to the satisfaction of the Engineer.
 - (3) With respect to construction scheduling, the Town will require Heritage or its contractor to follow the Town's policy that will minimize potential traffic and related disruptions to businesses. Construction should be coordinated with the Town's capital budget projects.
 - (4) If service connections are not installed during initial construction of the Gas Distribution System on a Street, then Heritage will submit to the Town a copy of Heritage's Permit and Locate Form prior to the construction and installation of the customer service connection. This Form shall be submitted to the Town, on a best effort basis, at least 10 days prior to the construction of the customer service connection.

Fees

8. (1) In accordance with section 7 above, the following fee structure will apply and supersede the Town's Street Breaking Policy as it relates to fee for the issuance of Street Breaking Permits to Heritage. The following fees reflect the Town's costs related to the Engineering, administration and inspection of natural gas project conducted by Heritage within the Town:
 - (a) The Street Breaking Policy fee structure of \$500.00 for each Street cut will apply to the installation of natural gas pipelines;
 - (b) No Street Breaking fee shall be applied to the construction of a service line that is installed at the same time as the natural gas pipeline to which it is connected; and
 - (c) Total Street Breaking fees applied to service line installations shall not exceed \$5,000.00 for a given year.

Damage to Municipal Property

9. (1) If any portion of any Street or municipal infrastructure is damaged by reason of defects in any portion of the Gas Distribution System, or by reason of any other cause arising directly from the installation or presence of the Gas Distribution System, Heritage shall, at its own cost and expense, immediately repair any such damage and restore such portion of such damaged Street to as good or better condition than existed before such defect or other cause of damage occurred, such work to be done under the direction and to the satisfaction of the Engineer.
- (2) Heritage agrees that trees on municipal property are to be protected at all times. The Gas Distribution System is to be designed on the premise that, unless approved by the Engineer, municipal trees are not to be adversely affected by the installation or operation of the Gas Distribution System.
- (3) If any tree is damaged or destroyed by reason of a defect in any portion of the Gas Distribution System, or by reason of any other cause arising directly from the construction or the operation of the Gas Distribution System, Heritage shall, at its own cost and expense, repair such damage or replace such trees under the direction and to the satisfaction of the Engineer.

Emergency Response

10. (1) Heritage shall provide:
 - (a) Emergency services and a 24/7 access to emergency contact personnel, which can be accessed by the Town or the public anytime by calling 1-866-313-3030 to the Engineer a list of emergency contact personnel from Heritage available at all times and shall ensure that the aforementioned list is always current; and
 - ~~(b) an electronic copy of Heritage's Emergency Response Manual; and~~
 - ~~(b) a person to liaise in developing the joint Emergency Measures gas response program.~~
- (2) Heritage shall provide a copy of its Emergency Response Plan to the Town's Emergency Management representative upon request. The Town and Heritage shall work together cooperatively and share information related to emergency planning and mock exercises. It is agreed that the Emergency Measures gas response program shall be reviewed periodically by appropriate representatives of the Town and Heritage.

Record Information and GIS

11. (1) Heritage shall provide, at its expense, to the Town record drawings in an electronic format compatible with the Town's corporate geographic information system (GIS) within three (3) months of the end of construction season each year, or as requested by the Town.
- (2) Both parties are aware that the steel pipelines constructed by Heritage are located in xyz Geographic coordinate system using total station surveying equipment and/or Global Positioning System, whereas PE mains are located only in xy coordinates by measuring offsets from above-ground landmarks.
- (3) The Town shall provide, at its expense, to Heritage existing GIS information that may assist in the development of the natural Gas Distribution System. The GIS information will be used solely by Heritage for the planning and construction of natural gas pipelines and shall not be distributed to any party not associated with Heritage projects within the Town.

Locate Requirement

12. (1) The Town and its contractors shall request line locates for all municipal activities associated with ground disturbance, soil excavation or sign installations that could result in damage to buried natural gas pipelines, including but not limited to light standard and sign installation, traffic loop modifications, tree planting, and any other municipal project undertaken by the Town.
- (2) Upon receiving a request from the Town, Heritage shall, at no cost to the Town and using reasonable best efforts, provide locations of its Gas Distribution System:
 - Within one (1) hours in the event of an emergency;
 - Within twelve (12) hours in the event of a priority request;
 - Within forty-eight (48) hours in all other cases.
- (3) The Town shall, at no cost to Heritage, take an active role in promoting Click Before You Dig and safe excavation practices both within municipal departments and to third parties working in the Street.

Relocations

13. (1) Subject to 13(2) upon receipt of one hundred and twenty (120) days notice from the Town, Heritage, at its own expense, shall relocate its Gas Distribution System within a Street, or perform any other work in connection with the Street as may be required by the Town for municipal purposes or by law. In case of an emergency, Heritage shall respond promptly in accordance to the provisions of its Emergency Response Manual referred to in section 10 above.
- (2) Where any part of the Gas Distribution System relocated in accordance with this section is located other than on a bridge, viaduct or structure, the costs of relocation shall be shared between the Town and Heritage on the basis of the total relocation costs, excluding the value of any upgrading of the Gas Distribution System, and deducting any contribution paid to Heritage by others in respect to such relocation as follows:
 - (a) where the relocation is a result of Streets work or conflicts in elevation with any sewer or water main crossing(s) and occurs within two years of the installation of the portion of the Gas Distribution System to be relocated, the costs shall be paid 100% by the Town;
 - (b) where the relocation is a result of Streets work or conflicts in elevation with any sewer or water main crossing(s) and occurs after the end of the second year following the installation of the portion of the Gas Distribution System to be relocated, but not more than five years, the costs shall be shared 65% by Heritage and 35% by the Town;
 - (c) where the relocation is a result of Streets work or conflicts in elevation with any sewer or water main crossing(s) and occurs after the end of the fifth year following the installation of the portion of the Gas Distribution System to be relocated, the costs shall be paid 100% by Heritage; and
 - (d) where the relocation is a result of any municipal infrastructure other than Streets work, water mains or conflicts in elevation with any sewer crossing(s), the costs shall be paid 100% by the Town.

- ~~(3)~~ (3) Heritage shall not be required to bear the expense of any removal or relocation made at the request of the Town on behalf or for the benefit of any private developer or other third party.
- (4) The Town will, in the event of the closing of any Street or any part of a Street where a gas line has been constructed in accordance with this Agreement, give Heritage reasonable notice of such closing and will provide Heritage with easements over that part of the Street closed sufficient to allow Heritage to preserve any part of the Gas Distribution System in its then existing location or pay Heritage the costs of relocating of the gas line
- (45) At the request of the Engineer, Heritage shall structurally support any portion of its Gas Distribution System at its own cost, where necessary, as part of the process of implementing any municipal improvements.
- (6) Where gas mains are installed at sufficient depth and daylighting is required as part of standard locate and construction procedures the Town and their Contractors shall comply at no cost to Heritage Gas.

Warranty Concerning Condition of Streets

14. The Town has made no representations or warranties as to the state of repair of the Streets or the suitability of the Streets for any business, activity or purpose whatsoever and Heritage hereby agrees to install pipelines within Streets on an "as is" basis.

Liability

15. (1) Except for the gross negligence of the Town, Heritage agrees that the Town is not responsible, either directly or indirectly, for any damage to the Gas Distribution System that may result from the activities of the Town, its officers, employees, contractors or agents. The Town assumes responsibility and will reimburse Heritage for any and all loss or damage caused to the Gas Distribution System due to the Town's own gross negligence.
- (2) Except for the negligence of Heritage, the Town agrees that Heritage is not responsible, either directly or indirectly, for any damage to the Municipality's facilities located on, in or under the Street that may result from the activities of Heritage, its officers, employees, contractors or agents. Heritage assumes responsibility and will reimburse the Municipality for any and all loss or damage caused to the Street due to Heritage's own negligence.
- (3) Notwithstanding subsections (1) and (2), Heritage and the Town are not liable one to the other either on the basis of gross negligence or on any other basis for any consequential or economic losses due to the actions of the other party, its agents or employees working in, under, over, along, upon or across the Streets and roads or other owned or occupied property of the Town, or to the Gas Distribution System.

Indemnification

16. (1) Save and except for loss or damage caused by the gross negligence of the Town, Heritage covenants and agrees to indemnify and save harmless the Town's agents, officers, elected officials, employees and assigns from any and all losses, claims, including any claim for injurious affection, charges, damages and expenses which the Town may at anytime bear, sustain or suffer, by reason, or on account of the placement, installation, relocation, maintenance or use of Heritage facilities in, on, under, over, along or across a Street or road, and Heritage will, upon demand and at its own sole risk and expense, defend any and all suits, actions or other legal proceedings which may be brought or instituted by third persons against the Town on any such claim, demand or cause of action, and will pay and satisfy any judgment or decree which may be rendered against the Town for any and all legal expenses incurred in connection therewith. Heritage's obligation to indemnify and save harmless the Town shall survive the termination of this Agreement.
- (2) Subject to the provisions of this Agreement, the Town covenants and agrees to indemnify and save harmless Heritage's agents, officers, employees and assigns from any and all losses, claims, including any claim for injurious affection, charges, damages and expenses which Heritage may at any time bear, sustain or suffer, by reason, or on account of the gross negligence of the Town and the Town will, upon demand and at its own sole risk and expense, defend any and all suits, actions or other legal proceedings which may be brought or instituted by third persons against Heritage on any such claim, demand or cause of action, and will pay and satisfy any judgment or decree which may be rendered against Heritage for any and all legal expenses incurred in connection therewith. The Town's obligation to indemnify and save harmless Heritage shall survive the termination of this Agreement.

Insurance

17. Heritage confirms that it has and shall maintain insurance in sufficient amount and description as will protect Heritage from claims for damages, personal injury including death, and for claims for property damage which may arise from Heritage's operations in the Town under this Agreement, including the use or maintenance of its Gas Distribution System in its Streets or any act or omission of Heritage's agents or employees while engaged in the work of placing, maintaining, renewing or removing any portion of its Gas Distribution System and such coverage shall include all costs, charges and expenses reasonably incurred with any injury or damage. Heritage confirms that the insurance that it presently has meets the requirements of the terms and conditions of its franchise grant pursuant to the Gas Distribution Regulations. A copy of the Heritage's insurance policy will be made available upon written request of the Town.

Abandonment or Discontinued Use of Pipeline Infrastructure

18. In the event of the abandonment or the discontinued use of all or any part of the Gas Distribution System, any removal is subject to the consent of the Town but subject always to any overriding direction or order of the NSUARB.

Assignment

19. This Agreement may be transferred or assigned by Heritage with the approval of the NSUARB and with the consent of the Town, which consent shall not be unreasonably withheld.

Breach

20. The Town and Heritage agree that should Heritage or the Town materially fail to carry out any of the terms, covenants and conditions herein contained or default in any of its obligations under the terms hereof and fail within thirty (30) days after receiving written notice from the other party to correct any such failure which is capable of correction, then this Agreement may, at the option of the non-defaulting party, and subject to the approval of the NSUARB, thereupon be terminated by giving written notice to be effective upon receipt, provided that Heritage shall continue to be liable to the Town for all payments due and obligations incurred under this Agreement prior to such termination.

Agreement Interpretation

21. Subject to the right of either party to apply to the NSUARB for the resolution of disputes arising under this Agreement, the Town and Heritage agree that any disputes concerning the interpretation or application of this Agreement shall be resolved through arbitration pursuant to the terms of the Commercial Arbitration Act, Stats. N.S. 1999, c.5.

Termination

22. Subject to the approval of the NSUARB, if this Agreement is terminated by the Town pursuant to section 20, all the unfulfilled covenants, indemnities and obligations of Heritage hereunder shall survive such termination.

Confidentiality

23. Heritage agrees that this Agreement is a public document and to the extent that the Freedom of Information and Protection of Privacy provisions of the Municipality Government Act S.N.S 1998, c.18 apply, such provisions are hereby waived.

Notices

24. Any notice required or permitted to be given hereunder or any tender or delivery of documents may be given by personal delivery or, if other than the delivery of an original document, by facsimile transmission to:

the Town:	Town of Amherst PO Box 516 Amherst, NS B4H 4A1 Fax: (902) 667-3356
Heritage:	Heritage Gas Limited Suite 200 – 238 Brownlow Avenue Dartmouth, Nova Scotia B3B 1Y2 Fax: (902) 466-2140 Attn: VP Engineering, Construction and Operations

4.2 Amherst Jr A Ramblers Agreement

Moved By Councillor Davidson

Seconded By Deputy Mayor Christie

That Council approve of the agreement between the Town of Amherst and the Amherst Ramblers "Jr A" Hockey Club 1997 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)**

PREAMBLE

Whereas the Town is the owner of and operates the Amherst Stadium (The Town);

And Whereas the Amherst Jr "A" Hockey Club 1997 owns and operates a hockey club that will participate in the Maritime Hockey League which club will be known as the Amherst Ramblers (The Ramblers);

And Whereas the Ramblers is desirous of renting ice time as well as related facilities from the Town in order to promote the Ramblers as a tier two Junior "A" Hockey Team and participate in the MHL;

And Whereas the Town is prepared to rent to the Ramblers the facilities necessary for the Ramblers to operate the Hockey Club subject to the terms and conditions here in after set out.

The parties hereto acknowledge the forgoing recitals, and including the Operating Principles as set out in Appendix A, as being true and accurate and agree to incorporate same as terms of this agreement in effect from August 1, 2021 to July 31, 2024

1. **Pre-Season:**
 - a. Ice will be available 14 days prior to the start of MHL regular season.
 - b. **Hourly Pre-Season practice rental for 2021-2024 will be:**
As per user fee policy.
 - c) **Preseason games fees:**
 - 2021-2022: \$463.05 plus HST.
 - 2022-2023: \$486.20 plus HST.
 - 2023-2024: \$510.51 plus HST.
2. **Regular Season games fees:**
 - 2021-2022: \$21,676.20 plus HST (based on 26 home games)
 - 2022-2023: \$22,760.01 plus HST (based on 26 home games)
 - 2023-2024: \$23,898.01 plus HST (based on 26 home games)
3. **Playoff game fees:**
 - 2021-2022: \$868.21 plus HST.
 - 2022-2023: \$911.62 plus HST.
 - 2023-2024: \$957.20 plus HST.
4. **Payment:** The Amherst Jr. Ramblers will be billed on the last day of each month starting in August and ending the month the season is complete.
5. **Games Schedule:** Games to start at 7:00pm, 7:30pm or 8:00pm. Special consideration will be given to games that are scheduled on statutory holidays. These games will be scheduled for 2:00pm. Town is open to special game time requests from the Ramblers providing 30 days' notice is provided prior to the scheduled game. Regular season dates must be approved by the Facility Manager prior to submitting to the MHL.
6. **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 game fees. To be consistent with the Town of Amherst Ice Allocation Policy, a charge at the regular prime time rental rate + HST applicable at the time of the cancellation 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. If agreed on by the Facility Manager and the Amherst Jr. Ramblers practice times may vary.
7. **Selling of Stadium Advertising:** As per Stadium Sign Rental Policy # 72300-08. See attached Policy. The ice logo sales list must be provided no later than July 30 for each year of this contract. All other advertising inventory available to the team up to September 30 for each year of this contract.
8. **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.

9. **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 \$1,000,000.00 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. Proof of General Liability insurance to be provided to the Town of Amherst before the start of training camp.
10. **Security:** Security arrangements shall be made by the Town with a bonded security company for all Amherst Rambler home games. 100% of the full cost will be the responsibility of the Ramblers and will be billed and due on a month-to-month basis. Prior to the start of the season, and again prior to the start of the play-offs during the term of this contract, the Town and the Ramblers will meet to determine security standards and numbers based on Service Nova Scotia Alcohol & Gaming Division.
11. **Bar:** Provided the sale of alcohol is permitted at the Stadium, 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 this 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. Should alcohol sales not be permitted the team shall be advised prior to August 1st of each year the agreement is in place.
12. **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. The Town reserves the right providing adequate written notice is provided (14 days) to use the dressing room for the purpose of Provincial, Regional and/or National events should they occur.
13. **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
14. **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.
15. **Program of Events:** The Ramblers will provide the Facility Manager with a program of events and requirements 48 hours prior to the game. (i.e.: Saturday games, requirements by Thursday at 12:00 Noon; Friday Games, requirements by Wednesday at 10:00am). The Ramblers will provide one point of contact for game day. All issues/requests will go through/come from this point of contact.
16. **Chewing Tobacco:** There will be no chewing of tobacco allowed in the Stadium. This is in keeping with current MHL regulations.
17. **Cancellation of scheduled games due to COVID-19:** Should the COVID-19 pandemic cause the cancellation of scheduled games and / or practices, the Club will only be required to pay for the games / practices that were held prior to the cancellation.
18. **Closure of the Amherst Stadium due to COVID-19:** The Town reserves the right to close the Amherst Stadium due to the COVID-19 pandemic and will not be held responsible for any losses incurred by the Club regardless of any decision of the MHL to continue with league play or playoffs.

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 _____ of _____, 2021.

Signed: _____
Amherst Junior "A" Hockey Club 1997 Witness
Ron Lake, President

Signed: _____
Amherst Junior "A" Hockey Club 1997 Witness
Treasurer

Signed: _____
Jason MacDonald, CAO, Town of Amherst Witness

Signed: _____
David Kogon, Mayor, Town of Amherst Witness

APPENDIX A

The Town of Amherst recognizes the importance of the sustainability of the Amherst Jr. A Ramblers and the Maritime Hockey League in Amherst, as well as the value and benefit of the relationship between the Hockey Club, and the Amherst Stadium to the community and region.

Paramount to the success of any relationship is effective, timely and accurate communications. It is the intent and expectation through a relationship of collaboration and respect, that the Town and the Ramblers shall demonstrate leadership and display positive exemplary behavior through working together to create, develop, enrich and support a positive image for all.

For the term of the agreement, the principal contact for the Town of Amherst will be the CAO, or official designate and for the Amherst Jr. A Hockey Club, the Club President, or official designate. For day-to-day operations the principal contact for the Town will be the Facility Manager, and for the Club, the General Manager. All communications relating to day-to-day operations between parties should flow between these spokespersons.

During the length of this agreement, at least three times per season both parties shall schedule a meeting to review operations, issues and opportunities. Participants shall include the Town of Amherst Department Director, Facility Manager and the Chief Administrative Officer or designate. The Hockey Club representation shall be the President, General Manager and one additional invitee of the Club. Official minutes of these meetings are to be kept and circulated to both parties. Meetings shall be called and held:

1. Prior to August 15th of each season;
2. Prior to January 15th of each season; and
3. Prior to the start of the MHL Playoffs of each season.

While signage and advertising is the exclusive right of the Town, the Town recognizes that the selling of stadium advertising is a revenue opportunity for the Club. The spirit of this agreement allows for the Club (Article 9) to sell existing inventory sold by the Club during the previous season, as well as any new inventory that is requested by the Club and approved by the Town. Based on the Stadium Sign Rental Policy #72300-08, inventories available to the Club expire each year of this agreement as follows:

1. Ice Logos – July 30th; and
2. All other inventory – September 30th

The Town acknowledges, covenants and agrees that it has the following obligations under the spirit of this agreement:

1. To maintain and keep in good repair the Amherst Stadium, including common elements and the facilities as rented by the Hockey Club;
2. To perform any required repairs reasonably and expeditiously so as to minimize interference with the activities of the Hockey Club;
3. To maintain and keep in good repair exterior facilities, including snow removal;
4. To keep in place property and liability insurance as would a reasonable and prudent facility owner; and
5. To provide adequate security services to ensure a safe and respectful environment.

The Hockey Club acknowledges, covenants and agrees that it has the following obligations under the spirit of this agreement:

1. To pay the facility rental and fees as set out in this agreement;
2. To be responsible for the day-to-day operations of the Club dressing room, including cleanliness, renovations, signage, telephone or other communications services required by the Club subject to the approval of the Town;
3. To be responsible for the safety and wellbeing of its participants, users, invitees and guests;
4. To provide insurance as set out in this agreement;
5. To abide by and comply with all facility rules and regulations from time to time in place including any by-laws of the Town or the regulations or any other authority having jurisdiction; and
6. Not to permit any notice, painting, design or advertisement without the consent of the Town.

The Town and the Club agree to attempt to resolve any differences, disagreements or disputes under this agreement in good faith and on an expeditious basis. The parties agree to provide candid and timely disclosure of all relevant facts and information. All reasonable requests for relevant documentation relating to the differences, disagreements or disputes made by either party will be honored.

Should, after effort by both parties a disagreement claim or dispute not be resolved, a special meeting will be held involving the Town CAO, Director of Operations and the Facility Manager, and the Ramblers President, General Manager and Board Member designated by the President.

- 4.3 Advisory Committee to Reduce Poverty Issues Policy Repeal
Moved By Councillor Landry
Seconded By Councillor Emery
That Council formally repeal the Advisory Committee to Reduce Poverty
Issues Policy # 10350-29.**

Motion Carried

DEPARTMENT: Council and Corporate Services

TITLE: Advisory Committee to Reduce Poverty Issues

Minutes reference date: December 16, 2019

Purpose

1. The Advisory Committee to Reduce Poverty Issues (the "Committee") assists Town Council ("Council") in fulfilling its responsibilities relating to creating a well community and reducing poverty in The Town.
2. In particular, the Committee assists Council by:
 - a. Recommending initiatives related to poverty reduction;
 - b. Providing recommendations on ways to educate the community and engage stakeholders;
 - c. Reviewing studies, plans and proposals related to this area and providing comments to staff and recommendations to Council in accordance with this information;
 - d. Proposing changes to policy to encourage or enable Council's goals in the poverty reduction area;
 - e. Provide staff with information beneficial to the strategic direction of Council as it relates to poverty reduction.

Composition, Operations and Accountability

3. The Committee shall have voting membership that includes:
 - a) A Town of Amherst Council member
 - b) A representative from the Business Community
 - c) Someone with current Lived Experience
 - d) Someone who is either a newcomer or works with newcomers
 - e) One member from the NSHA
 - f) Service provider to persons experience low income / social isolation
 - g) Someone related to the academic or education aspects of poverty
 - h) Two other members working or volunteering in areas related to poverty

Non-voting members shall include:

 - i) A Town of Amherst staff member
 - j) Topic specialists
 - k) Those invited to meetings on an as needed basis
4. The initial appointments (effective January 29, 2019) will be for one-year terms, as a transitional measure, and subsequent appointments will have four members for a one-year term and four members for a two-year term to ensure knowledge is retained on the Committee. Appointees shall possess knowledge and understanding of poverty related issues and services currently being provided by the community. Appointments shall be approved by Council annually at their October meeting.
5. The Town of Amherst Council member shall be elected annually by Council.
6. The Town of Amherst staff member and the secretary of the Committee shall be appointed by the Chief Administrative Officer.
7. The Chair shall be the Town of Amherst Council member.
8. The Committee shall normally meet monthly (monthly except July and August). Additional meetings may be called based on requirements. The Committee Chair will make periodic reports to Council on matters relating to the Committee's duties and responsibilities.
9. All meetings shall be public meetings and closed meetings will follow the guidelines of the Municipal Government Act.
10. The Committee provides open avenues of communication to stakeholders and Council.

Goals

11. The Committee has the following goals:
 - a. Provide a summary of existing services aimed at community well-being and poverty reduction;
 - b. Identify gaps in service provisions and knowledge of poverty and community well-being;
 - c. Engagement of stakeholders including all levels of government, Town residents and businesses in poverty reduction;

- d. Developing the framework for a strategic plan around poverty reduction;
 - i. Work collaboratively with those experiencing poverty, existing services providers in the not for profit, non-governmental and service organizations, concerned citizens, government, businesses and other stakeholders;
 - ii. Identify short- and long-term options for impacting the poverty reduction component of community well being;
 - iii. Identify areas for education and fact gathering.
- e. Monitor ongoing efforts on implementation of the strategic plan once developed;
- f. Provide insight to Town staff and Council on evolving issues once the plan is developed.

Terms of Reference for the Committee

12. The Committee will review its terms of reference annually.

5. INTERNAL COMMITTEE REPORTS

- 5.1 Planning Advisory Committee - No Report**
- 5.2 Amherst Board of Police Commissioners**
Information item; no direction given or action required.
- 5.3 Audit Committee**
Information item; no direction given or action required.
- 5.4 Amherst Youth Town Council - No Report**
- 5.5 Advisory Committee on Accessibility**
Information item; no direction given or action required.
- 5.6 Inclusion, Diversity and Equity Committee - No Report**


6. EXTERNAL COMMITTEE REPORTS

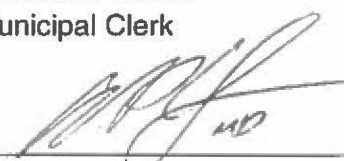
- 6.1 Cumberland Public Libraries**
Information item; no direction given or action required.
- 6.2 Cumberland YMCA**
Information item; no direction given or action required.
- 6.5 L. A. Animal Shelter**
Information item; no direction given or action required.

7. ADJOURNMENT

Moved By Councillor Emery
Seconded By Councillor Landry
To adjourn the meeting.

Motion Carried


 Kimberlee Jones
 Municipal Clerk


 David Kogon
 Mayor