

**TOWN OF AMHERST  
Regular Council Meeting  
Minutes**

**Date:** June 24, 2024  
**Time:** 6:00 pm  
**Location:** Council Chambers, Town Hall

**Members Present** Mayor David Kogon  
Deputy Mayor Dale Fawthrop  
Councillor Charlie Chambers  
Councillor George Baker  
Councillor Hal Davidson  
Councillor Leon Landry  
Councillor Lisa Emery

**Staff Present** Jason MacDonald, Chief Administrative Officer  
Aaron Bourgeois, Director, Operations  
Andrew Fisher, Director, Planning & Strategic Initiatives  
Dwayne Pike, Chief, Police Services  
Greg Jones, Director, Fire Services  
Krista Crossman, Director, HR & Customer Services  
Sarah Wilson, Director, Finance  
Sharon Bristol, Director, Community Living  
Sean Payne, Corporate Communications Officer  
Natalie LeBlanc, Municipal Clerk  
Cindy Brown, Administrative Assistant

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**1. CALL TO ORDER**

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

**2. TERRITORIAL ACKNOWLEDGMENT**

Mayor Kogon gave the Territorial Acknowledgement.

**3. APPROVAL OF AGENDA/ACCEPTANCE OF MINUTES**

**3.1 Approval of the Agenda**

**Moved By Councillor Emery**

**Seconded By Deputy Mayor Fawthrop**

**To approve the agenda as circulated.**

**Motion Carried**

**3.2 Acceptance of Minutes**

**3.2.1 May 27, 2024 Regular Council**

The Mayor called for any errors or omissions. There being none, the minutes of the May 27, 2024 regular meeting of Council were accepted as included in the agenda package.

**3.2.2 June 11, 2024 Special Council**

The Mayor called for any errors or omissions. There being none, the minutes of the June 11, 2024 special meeting of Council were accepted as included in the agenda package.

**4. REQUESTS FOR DECISION**

**4.1 Appointment of Members of Council to External Boards, Committees and Commissions Policy Amendments**

**Moved By Councillor Landry**

**Seconded By Councillor Chambers**

**That Council approve the amendments to the Appointment of Members of Council to External Boards, Committees & Commissions.**

**Motion Carried**

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**TITLE:** APPOINTMENT OF MEMBERS OF COUNCIL TO EXTERNAL BOARDS, COMMITTEES AND COMMISSIONS  
**SECTION:** EXECUTIVE OPERATIONS  
**POLICY NO:** 10350-28

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APPROVAL DATE: \_\_\_\_\_

CAO Signature: \_\_\_\_\_

### **Short Title**

1. This Policy may be known as the *Appointments of Members of Council to External Bodies Policy*.

### **Purposes**

2. The purposes of this Policy are to determine:
  - (a) when Council may appoint or decline appointment of Members to external bodies;
  - (b) the reporting requirements regarding other bodies on which Members may choose to serve without the appointment of Council.

### **Interpretation**

3. In this Policy:
  - (a) "CAO" means the Chief Administrative Officer of the Municipality;
  - (b) "Clerk" means the Clerk of the Municipality, and includes a person acting under the direction or supervision of the Clerk;
  - (c) "Council" means the Council of the Town;
  - (d) "External body" means any board, commission, committee, body or local authority of any kind established to exercise or exercising any power or authority under any general or special Act with respect to any of the affairs or purposes of a municipality or parts thereof or of two or more municipalities or parts thereof, or to which a municipality or municipalities are required to provide funds.
  - (e) "Member" means a member of Council, including the Mayor; and
  - (f) "Municipality" means the Town of Amherst.

### **Roles and Responsibilities**

4.
  - (a) Only Council may appoint Members to external bodies.
  - (b) Any appointment by Council of Members to external bodies shall be made pursuant to section ~~or 9~~ 8 of this Policy.
5. Council shall only make appointments to external bodies after having received and considered the terms of reference from external bodies.
6. The Clerk shall keep a list of the appointments of Members to external bodies made by Council, **known as Appendix A**.

### **External Bodies**

7. Council shall not be bound by the by-laws or articles of incorporation adopted by an external body providing for the appointment of a Member to such body.

### **Council Appointments to External Bodies Required by Enactment, By-law or Agreement**

8. (1) Council may appoint Members to external bodies **as required by enactment, by-law or agreement**:
  - (i) in accordance with any enactment of the Government of Canada or Province of Nova Scotia;
  - (ii) in accordance with the By-laws of the Municipality or an agreement to which the Municipality is a party; or
  - (iii) as otherwise directed by Council.

**(2) Council may appoint Members to bodies, including external bodies, which in the opinion of Council are community organizations providing a service to the community and which:**

- a. the Municipality is providing funding; and/or
- b. where Council determines that municipal involvement is required or beneficial.

**(3) An external body Council considers meets the purpose of subsection 1 or 2 of this section shall be named in Appendix A. (4) Council may amend Appendix A to add or remove the name of an external body.**

### **External Bodies by Council Appointment**

9. ~~(1) Council may appoint Members to bodies, including external bodies, which in the opinion of Council:~~
  - ~~(b) are community wide in scope;~~
  - ~~(c) affect or may affect a municipal interest; or~~
  - ~~(d) are community organizations with a mandate to provide an alternative service delivery in respect of municipal property on behalf of the Municipality, and to which the Municipality is the primary funder.~~

#### **(4) Reporting**

**Councillors appointed to external bodies will submit a report to regular Council meetings. Information that generally should be included in the report includes:**

- a. Governance issues;
- b. Financial issues;
- c. Requests to Council; and
- d. Service delivery capacity.

**These reports are intended to provide important information to Council regarding the operation of the external body and are not intended to be a medium to promote issues / events to the general public.**

~~(3) An external body Council considers meets the purpose of subsection 1 of this section shall be named in Appendix B.~~

~~(4) Council may amend Appendix B to add or remove the name of an external body.~~

**External Bodies Without Council Appointment**

10. **9** (1) A Member who sits on a body that has not been appointed to such body by Council shall advise the Clerk of the name of the body on which he or she sits.
- (2) The Clerk shall retain a list of the names of the bodies provided by the Members pursuant to subsection 1 of this section and the list shall indicate the name of the Member and the name of the body provided.
- (3) The Clerk shall retain the list created pursuant to subsection 2 of this section in the Office of the Municipal Clerk as a public record.
- (4) The Clerk shall provide the list annually to the Members for their review and the Members shall advise the Clerk of any errors or omissions on such list.

**Conflict of Interest**

11. **10** (1) All members of Council are encouraged to consider the Municipal Conflict of Interest Act in all matters that come before them in their duties as a public representative on any group in which they serve in a capacity other than formally appointed by Council.
- (2) If you feel you are in a position where you may be in a direct, indirect or even perceived conflict you should:
- As soon as practicable after the commencement of the meeting disclose the interest and the general nature thereof; then withdraw from his/her place as a member and
  - In the case of a closed meeting, leave the room in which meeting is held for the duration of the consideration of the matter, and
  - In the case of a meeting that is open to the public, leave his/her seat and take a seat in the public gallery until the matter is concluded.
- (3) When in doubt, Councillors are encouraged to err on the side of caution and declare a conflict.

**Appendices**

12. **11** Any Appendix attached to this Policy shall form part of the Policy.
- Appendix A – External Bodies to which Members are appointed pursuant to section **9-8**
  - ~~Appendix B – External Bodies to which Members are appointed pursuant to Section 10~~

**Appendix A  
External Bodies to which Members  
are appointed pursuant to Section **9-8****

<b>Board, Committee or Commission</b>	<b>Members Appointed</b>	<b>Act, Legislation, By-Law Agreement or Membership</b>
Cumberland Public Libraries Board	1 Member appointed	By-laws of Board
<del>Cumberland Joint Services Management Authority</del>	<del>2 Members appointed</del>	<del>Intermunicipal Agreement</del>
Regional Emergency Management	2 Members appointed	Intermunicipal Agreement
Northern Region Solid Waste	1 Member appointed	Intermunicipal Agreement
Cumberland YMCA	1 Member appointed	Contribution Agreement
LA Animal Shelter	1 Member appointed	Contribution Agreement
<b>Cornerstone Board of Directors</b>	<b>1 Member appointed</b>	<b>Contribution Agreement</b>
<b>Municipal Alcohol Project</b>	<b>1 Member appointed</b>	<b>By Request of Organization</b>
<b>Senior Safety Advisory Committee</b>	<b>1 Member appointed</b>	<b>By Request of Organization</b>

**Appendix B  
External Bodies to which Members  
are appointed pursuant to Section 10**

<b>Board, Committee or Commission</b>	<b>Members of Council Appointed</b>	<b>Comments</b>
Municipal Alcohol Project	1 Member appointed	By Request of Organization Council may appoint member
Senior Safety Advisory Committee	1 Member appointed	

**Appendix C  
Definitions**

**Indirect Pecuniary Interest**

- A member has an indirect pecuniary interest in any matter
  - (a) if the member or the members nominee
    - (i) is a shareholder in, or a director or senior officer of, a corporation that does not offer its shares to the public,
    - (ii) has a substantial interest in, or is a director or senior officer of, a corporation that offers its shares to the public, or
    - (iii) is a member of a body, whether incorporated or not, that has an interest in any matter in which the council or local board is concerned; or
  - (b) if the member is a partner of or associated in a joint venture with a person, or is in the employ of a person or body, whether incorporated or not, that has an interest in any matter in which the council or local board is concerned.

**ROLES AND RESPONSIBILITIES**

<b>Title/Role</b>	<b>Responsibilities</b>
<b>Council</b>	Appoint members to external boards, committees and commissions. Notify Clerk of any boards, committees or commissions to which they are members of without Council appointment
<b>Clerk</b>	Ensure Appendix A of this policy, as well as the list of boards, committees and commissions council are members of without Council appointment, is kept up to date.

For Administrative Use Only:  
**VERSION LOG**

<b>Amendment Description</b>	<b>Policy Owner</b>	<b>Approved By</b>	<b>Approval Date</b>
Include a provision that states: The report should include any matters that affect the organizations governance, financial structure, or service delivery capacity, remove Appendix B and C.	Clerk, LeBlanc	Council	

**4.2 Vacation / Holiday Non-Union Employees Policy Amendments**

**Moved By Deputy Mayor Fawthrop**

**Seconded By Councillor Chambers**

**That Council approve the amendments to the Vacation/Holiday Non-Union Employees Policy.**

**Motion Carried**

**TITLE: VACATION/HOLIDAY POLICY – NON-UNION EMPLOYEES**  
**SECTION: HUMAN RESOURCE MANAGEMENT**  
**POLICY NO: 04000-10**

**APPROVAL DATE:** \_\_\_\_\_ **CAO Signature:** \_\_\_\_\_

**POLICY STATEMENT**

The Town of Amherst recognizes the importance of rest and recreation for employee wellness. It is the intent of the Town to provide a fair amount of annual vacation time for employees via a flexible and supportive vacation policy.

**PURPOSE**

This policy defines the entitlement of employees for paid vacations earned in the employ of the Town of Amherst.

**SCOPE**

This policy applies to all non-unionized employees.

Unionized employees shall adhere to the vacation entitlements provided for in their respective collective agreements.

**DEFINITIONS**

Permanent Employee: An employee who is employed on a regular and full time basis.

Temporary/Term Employee: An employee performing duties for an undetermined on a temporary basis for a defined period of time.

Casual Employee: An employee who is required to perform work of a temporary or intermittent nature for varying periods though the year.

Part-time Employee: An employee performing duties on a part-time basis.

Seasonal Employee: An employee performing duties of a seasonal nature.

Student Employee: An employee who is deemed to be a full-time student and has been hired in support of various municipal functions for a specific term.

Director: An employee appointed as head of the department and a member of the senior management team responsible for overseeing the strategic direction, operations, and personnel of a specific department.

Half Days: ~~Half Days will be defined at 3.5 hours taking either from the beginning of their normal workday or taken at the end of the employees normal workday.~~

**ELIGIBILITY**

- a. All employees are entitled to vacation, on a prorated basis;
- b. A new full-time permanent employee may receive vacation credit for past service, or for duties carried out in previous employment which are commensurate with the duties of their new position. The CAO has the authority to negotiate vacation credit, not to exceed the vacation limit of six (6) weeks' specified in this policy.
- c. Casual, term/temporary, part-time, seasonal and student employees shall receive vacation pay at the prescribed rate in accordance with Nova Scotia employment standard legislation. This shall be paid out on each pay to the employees in these categories. Accordingly, if the employees in these categories take vacation time off, they will not receive pay for the period of their vacation.

**GENERAL**

- a. The vacation year is from January 1 to December 31 inclusive;
- b. An employee commencing employment at a time after January 1st shall receive a pro-rated portion of the first year's vacation entitlement;
- c. An employee whose employment is terminated at any time in the year prior to using vacation earned, shall be entitled to payment equal to the amount of unused vacation. Such payment shall be included on the employee's last pay.

- d. An employee whose employment is terminated for any cause shall compensate the Town for vacation leave taken, but to which the employee at that time has not earned. Any vacation amounts owing to the Town shall be deducted from any final payment to which the employee is entitled at the time of termination.

#### **VACATION DATE**

All vacation periods will be calculated as of the date of January 1st of each year.

A permanent full-time employee who is employed at a time after January 1st shall have his or her vacation entitlement pro-rated to January 1<sup>st</sup> of the next year. Such vacation is to be taken in the year following the employment year.

A permanent full-time employee leaving the employ of the Town of Amherst during the year prior to January 1st in any year may apply for one of the following options:

- a) to be paid in full for any vacation owing on the final day of work;
- b) have the termination date adjusted to account for all outstanding vacation days earned.

Such applications are to be made to and are at the discretion of the CAO.

#### **VACATION Earned-ENTITLEMENT**

A permanent full-time employee shall be entitled to receive annual vacation with pay according to the following:

- a. Up to and including three (3) years of completed service: three (3) weeks' vacation;
- b. From the commencement of the fourth (4) year up to and including ten (10) years of completed service: four (4) weeks' vacation;
- c. From the commencement of the eleventh (11) year up to and including nineteen (19) years of completed service: five (5) weeks' vacation;
- d. From the commencement of the twentieth (20) year of service: six (6) weeks' vacation.
- e. An employee reaching three (3), ten (10) or nineteen (19) completed years respectively within the vacation year is entitled to the applicable number of weeks awarded in January of that year, plus the pro-rated portion of five (5) vacation days from the employee's anniversary date to December 31.
- f. ~~1 ¼ days per month up to the tenth year of employment calculated from the date the employee commences work in the first year up to the tenth year, to a maximum of 15 working days per year in any subsequent year. However, in the 10<sup>th</sup> year, the employee will receive the increased vacation allotment of 20 days.~~
- g. ~~From the commencement of the eleventh year up to the fifteenth, 1 2/3 days per month to a maximum of 20 working days per year. However, in the 15<sup>th</sup> year, the employee will receive the increased vacation allotment of 25 days.~~
- h. ~~From commencement of the sixteenth year up to the twentieth year, 2 1/12 days per month to a maximum of 25 working days per year. However, in the 20<sup>th</sup> year, the employee will receive the increased vacation allotment of 30 days.~~
- i. ~~For over twenty years, 30 working days per year.~~

#### **VACATION CARRYOVER**

Vacation earned shall not be paid out except in unusual circumstances and only at the approval of the CAO.

It is the intent of the Town that vacation entitlement shall be used in the same year it is granted. In the cases where there may be extenuating circumstances, employees must request written approval by December 1 of the year to carry-over unused vacation, to a maximum of one (1) week. The maximum vacation carry-over for fire department staff is two shifts (48 hours).

Approval for vacation carry-over is at the discretion of the CAO.

#### **Non-Permanent Employees**

Temporary Employees, Part-time Employees, Seasonal Employees and Student Employees shall not be eligible for vacations with pay. However, vacation pay will be provided in accordance with the Labor Standards Act and Regulations of the Province of Nova Scotia.

#### **HOLIDAYS**

The following days will be observed as paid holidays for permanent employees of the Town of Amherst. All others, including temporary/term employees, part-time employees, seasonal employees, and student employees will be eligible for paid holidays as prescribed under the Labor Standards Act and Regulations of the Province of Nova Scotia.

In addition, any other day proclaimed by either the Federal or Provincial governments, or the Town of Amherst shall be observed as paid holidays. If at any time the above listed holidays fall on a Saturday or Sunday, the next regular working day shall be deemed a holiday.

New Year's Day  
Nova Scotia Heritage Day  
Good Friday  
Easter Monday  
Victoria Day

Canada Day  
Civic Holiday (First Monday in August)  
Labour Day  
Truth & Reconciliation Day  
Thanksgiving Day  
Remembrance Day  
Christmas Day  
Boxing Day

~~An employee shall only be entitled to be paid for a holiday if such employee works the scheduled working day immediately preceding and immediately following the holiday. If it is necessary for an employee to be absent on either of these days, payment shall be at the discretion of the CAO. Payment or other time off for these holidays shall be made if the employee is on time off paid by the Town of Amherst.~~

## **VACATION ENTITLEMENT NON-UNION FIRE DEPARTMENT EMPLOYEES**

~~Permanent fire department employees work a schedule of one 24 hour shift with 72 hours off. This schedule determines that each person works an average of 43 hours per week. Therefore, the following calculation shall be used in calculating vacation time for Permanent Employees of the Fire Department.~~

~~The number of weeks earned multiplied by the average hours worked per week divided by the number of hours in a shift. For example, an employee of the fire department who has worked as a permanent employee up to and including 10 years has earned 3 weeks vacation. This equates as follows:~~

~~3 weeks earned multiplied by 43 hours which is the length of the average work week divided by 24 which is the length of a normal shift equals to an entitlement of 5 full shifts plus 7 hours.~~

- ~~a. 5 full shifts plus 7 hours per year up to and including the tenth year of employment calculated from the date the employee commences work in the first year. However, in the 10<sup>th</sup> year, the employee will receive the increased vacation allotment of 7 full shifts plus 5 hours.~~
- ~~b. 7 full shifts plus 5 hours per year from the commencement of the eleventh year up to and including the fifteenth year of employment calculated from the date the employee commences work in the first year. However, in the 10<sup>th</sup> year, the employee will receive the increased vacation allotment of 9 full shifts.~~
- ~~c. 9 full shifts per year from the commencement of the sixteenth year up to and including the twentieth year of employment calculated from the date the employee commences work in the first year. However, in the 20<sup>th</sup> year, the employee will receive the increased vacation allotment of 10 full shifts plus 18 hours.~~
- ~~d. For over twenty years, 10 full shifts plus 18 hours.~~

Permanent full-time fire department employees work a schedule of one 24-hour shift followed by 72 hours off. Therefore, fire department employees shall be entitled to receive annual vacation with pay according to the following:

- a. Up to and including three (3) years of completed service: six (6) full shifts;
- b. From the commencement of the fourth (4) year up to and including ten (10) years of completed service: eight (8) full shifts;
- c. From the commencement of the eleventh (11) year up to and including nineteen (19) years of completed service: ten (10) full shifts.
- d. From the commencement of the twentieth (20) year of service: twelve (12) full shifts.
- e. An employee reaching three (3), ten (10) or nineteen (19) completed years respectively within the vacation year is entitled to the applicable number of shifts awarded in January of that year, plus the pro-rated number of shifts from the employee's anniversary date to December 31.

### Long Term Disability or Workers Compensation

Employees off work on LTD or Workers' Compensation shall only be entitled to earn vacation during the first year of their absence. Employees off work on a personal unpaid leave of absence will not earn vacation time during such leave.

## **CHANGE IN EMPLOYMENT STATUS**

- a. Employees off work on short-term disability (STD) shall continue to earn vacation for the duration of short-term disability.
- b. Employees off work on long-term disability (LTD) shall be entitled to earn vacation during the first year of their absence.
- c. Employees off work on Worker's Compensation (WCB) shall be entitled to earn vacation during the first year of their absence.
- d. Employees off work on a personal unpaid leave of absence will not earn vacation time during such leave.

## **ROLES AND RESPONSIBILITIES**



Title/Role	Responsibilities
<b>Chief Administrative Officer</b>	The Chief Administrative Officer will: <ul style="list-style-type: none"> <li>a. Review, on a timely basis, all employee requests to carry-forward vacation balances at year-end per the limits set out in this policy.</li> </ul>
<b>Director, Human Resources</b>	The Director, Human Resources will: <ul style="list-style-type: none"> <li>a. Act in an advisory role to department directors and employees, advising of the application of the policy;</li> <li>b. Monitor the awarding of annual vacation entitlements, monitor employee vacation balances and utilization of vacation time to ensure compliance with this policy;</li> <li>c. Facilitate employee requests for vacation carry-forwards;</li> <li>d. Regularly review the policy and recommend improvements where appropriate.</li> </ul>
<b>Directors and Managers</b>	Directors and Managers will: <ul style="list-style-type: none"> <li>a. Schedule and approve employee vacation requests based on departmental needs;</li> <li>b. Regularly review employee vacation balances to ensure employees receive sufficient vacation time every year.</li> </ul>
<b>Employees</b>	Employees will: <ul style="list-style-type: none"> <li>a. Understand their vacation entitlements under the policy as applicable to their position and/or tenure;</li> <li>b. Communicate vacation plans with their director and/or manager and submit vacation requests in a timely manner;</li> <li>c. Ensure vacation records are accurate and report any discrepancies to the Human Resources department.</li> </ul>

For Administrative Use Only:

**VERSION LOG**

Amendment Description	Policy Owner	Approved By	Approval Date
<b>Policy Review:</b> (a) vacation entitlement starting at beginning of employment, (b) shortening service length requirement to advance to 4 & 5 weeks' vacation (c) implementing carryover limits, (d) addition of new holidays, (e) clarification of vacation entitlement when employee is on leave	Director, Human Resources	Council	

**MINUTES REFERENCE DATE:** June 26, 2006      January 26, 2015

**4.3      Auxiliary Policing By-Law Second Reading  
**Moved By Councillor Chambers**  
**Seconded By Councillor Emery**  
**That Council give Second Reading to the new Auxiliary Police Officer By-Law.****

**Motion Carried**

**TITLE:**                    **Auxiliary Police Officer By-law**  
**SECTION:**            **Protective Services**  
**BYLAW NO:**        **C-13**

**APPROVAL DATE:** \_\_\_\_\_                    **CAO Signature:** \_\_\_\_\_

1. The purpose of this By-Law is to enable the Chief of Police for the Town of Amherst to appoint persons as Auxiliary Police Officers to assist the Amherst Police Department and its members in the performance of their duties.
2. Appointment of persons as Auxiliary Police Officers shall be in accordance with Section 91 of the Nova Scotia Police Act, the Regulations made pursuant to the Police Act and subject to budget approval by the Amherst Board of Police Commissioners and Amherst Town Council.
3. This By-Law is effective as of the date of publication.

For Administrative Use Only:

**ROLES AND RESPONSIBILITIES**

<b>Auxiliary Police Officer By-Law C-13 Adoption</b>	
<b>First reading:</b>	May 27, 2024



<b>Notice of Intent:</b>	June 5 and June 12, 2024
<b>Second Reading:</b>	
<b>Notice of Publication and Effective Date of Bylaw:</b>	
<b>Notice to Service Nova Scotia &amp; Municipal Relations:</b>	

**VERSION LOG**

Bylaw Owner	Amendment Description	Council Approval Date
Chief of Police, Pike	New By-Law	

Minutes reference date

- 4.4 Water Utility Capital Budget Amendment  
 Moved By Councillor Emery  
 Seconded By Deputy Mayor Fawthrop  
 That Council approve of the addition of \$275,000 to the Water Utility Capital budget for potential land purchases to be funded by the Nova Scotia Environment and Climate Change grant.**
- Motion Carried**

- 4.5 Coal Miners Senior Hockey Team Agreement  
 Moved By Councillor Landry  
 Seconded By Councillor Emery  
 That Council approve of the agreement between the Town of Amherst and Coal Miners Senior Hockey Team, and authorize the Mayor and CAO to sign on behalf of the Town.**
- Motion Carried**

**AGREEMENT BETWEEN  
 COAL MINERS SENIOR TEAM  
 AND THE  
 TOWN OF AMHERST (herein after called the Town)**

**PREAMBLE**

Whereas the Town is the owner of and operates the Amherst Stadium.

And Whereas the Coal Miners own and operate a hockey club that will participate in the Beausejour Senior Hockey League which will be known as the Coal Miners.

And Whereas the Coal Miners are desirous of renting ice time as well as the related facilities from the Town to promote the Coal Miners as a Senior hockey Team and participate in the Beausejour Senior Hockey League.

And Whereas the Town is prepared to rent to the Coal Miners the facilities necessary for the Coal Miners to operate the hockey club subject to the terms and conditions herein 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 the same as terms of this agreement in effect from August 1, 2024, to July 31, 2025.

- 1. Pre-Season:**
  - a. Ice will be available September 15, 2024
  - b. Hourly Rate for practices will be:**  
As per user fee policy
  - c. Preseason games fees:**  
2024-2025: \$525.83 plus HST
- 2. Regular Season games fees:**  
2024-2025: \$946.73
- 3. Playoff games fees:**  
2024-2025: \$985.92
- 4. Payment:** The Coal Miners 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 holidays or Sundays. These special games are scheduled for 2:00pm. The Town is open to special

time requests from the Coal Miners providing 30 days' notice is provided prior to the scheduled game. Regular season dates must be approved by the Facility Manager prior to being submitted to the league.

6. **Practice Times:** Practices are scheduled for 1.5 hours and must be agreed upon by the Facility Manager and the Coal Miners. 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 a practice is not cancelled within 48 hours. This notice period is required to allow the Town ample time to try to rent the ice to a 3<sup>rd</sup> party.
7. **Stadium Event Sign:** Information related to the Stadium event sign changes will be required at least 48 hours prior to game day. Coal Miners will provide a schedule of games and wording for the sign as required.
8. **Insurance:** The Coal Miners agree to carry, during the terms of use, general liability insurance covering bodily injury and property damage with limits of at least \$1,000,000 per occurrence, and to be responsible for all expenses, cost 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 the training camp.
9. **Security:** Security arrangements shall be made by the Town with a bonded security company for all Coal Miners games. 100% of the full cost will be the responsibility of the Coal Miners 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 playoffs during the term of this contract, the Town and the Coal Miners will meet to determine security standards and numbers based on service Nova Scotia Alcohol & Gaming Division.
10. **Bar:** Provided the sale of alcohol is permitted at the Stadium, the heated meeting room on the second floor overlooking the ice surface, as well as the corner bar, are available to the Coal Miners for regular season games and playoff games under a special license provided by the Coal Miners. In addition, the license includes a designated area of seating on the west end of the Stadium. For the balance of this agreement, the Coal Miners will be responsible for complete operation of the bar during home games. Servers will be appropriately attired and with name tags. The Coal Miners 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 Coal Miners or patrons. Should alcohol sales not be permitted the team shall be advised prior to September 1<sup>st</sup>.
11. **Dressing Room:** The use of a dressing room will be included in the ice rental cost. The Coal Miners are responsible for any damage to the dressing room.
12. **Sponsorship:** The Town will be considered a Gold Sponsor, with acknowledgement in advertising. The Town will be provided with 5 tickets per game, issued as game tickets.
13. **Zamboni, boiler, and plant room** 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.
14. **Program of Events:** The Coal Miners will provide the Facility Manager with a program of events and requirements 48 hours prior to the game. (ie.: Friday games, requirement by Wednesday at 12:00pm. The Coal Miners will provide one point of contact for game day operations. All issues/requests will go through/come from this point of contact).
15. **Chewing Tobacco:** There will be no chewing tobacco allowed in the Stadium. This will result in the immediate suspension from the Stadium of the offender for the balance of the Stadium season.
16. **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.
17. **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 New Brunswick Senior League play or playoffs.

This agreement is based 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 \_\_\_\_\_, 2024.

Signed: \_\_\_\_\_  
*Coal Miners Hockey Club Witness*  
*Shane Robar, President*

Signed: \_\_\_\_\_  
*Coal Miners Hockey Club Witness*  
*Treasurer*

Signed: \_\_\_\_\_  
*Jason MacDonald, CAO, Town of Amherst*

Signed: \_\_\_\_\_  
*David Kogon, Mayor, Town of Amherst*

## APPENDIX A

The Town of Amherst recognizes the importance, value and benefit of the relationship between the Coal Miners 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 Coal Miners 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 Coal Miners, 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. Meeting shall be called and held:

1. Prior to August 15<sup>th</sup>;
2. Prior to December 15<sup>th</sup>; and
3. Prior to the start of the BSHL Playoffs.

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 endure a safe and respectful environment.

The Hockey Club acknowledges these 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;
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 put 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 claims or dispute not be resolved, a special meeting will be held involving the Town CAO, Director of Operations and the Facility Manager, and the Coal Miners President, General Manager and one additional invitee designated by the President.

In all aspects of their operations, the Coal Miners agree to adhere to the Town of Amherst business and communication acumen which is generally outlined as follows:

***We strive to foster a diverse community that values everything that makes us unique including our visible differences, such as race or gender expression, as well as our non-visible differences, such as gender identity and diversity of thought. We are committed to equity, fairness and dignity for all."***

And our vision, mission and guiding principles:

<b>VISION</b>	Our vision is to be a healthy, prosperous, inclusive, and environmentally sustainable community in which people of all ages, abilities, and cultures are engaged and proud to live, work and play. <b>See Why We Love It!</b>
<b>MISSION</b>	We provide quality leadership, services, opportunities and resources for the benefit of our citizens, and in support of our growth and development in our community in a fair, equitable and transparent manner.
<b>GUIDING PRINCIPLES</b>	Respect · Integrity · Collaboration · Accountability · Inclusivity · Evidence-based Decision Making · Sustainability

### **4.6 Blaine Street Agreement of Purchase and Sale Moved By Deputy Mayor Fawthrop Seconded By Councillor Landry**

**That Council approve an amendment to the Agreement of Purchase & Sale with Black Bay Real Estate Group that requires a foundation of at least one residential building to be poured in 2026, and authorize the Mayor and CAO to execute the necessary agreements.**

Motion Carried

- 4.7 **Amherst Youth Town Council Appointments**  
Moved By Councillor Chambers  
Seconded By Councillor Emery  
That Council reappoint the following Amherst Youth Town Council members for the 2024/25 school year:  
Kennedy Newman, Harmoni Caldwell, Ava Crocker, Leah Brunt, Mathias Mayhew, Peter Sigtryggson and Allison Jones.

Motion Carried

5. **INTERNAL COMMITTEE REPORTS**

- 5.1 **Planning Advisory Committee - Landry**  
Information item only.
- 5.2 **Amherst Board of Police Commissioners - Chambers**  
Information item only.

6. **EXTERNAL COMMITTEE REPORTS**

- 6.1 **Cumberland Public Libraries - Fawthrop**  
Information item only.
- 6.2 **Cumberland YMCA - Fawthrop**  
Information item only.
- 6.3 **Northern Region Solid Waste Management - Kogon**  
Information item only.
- 6.4 **L. A. Animal Shelter - Fawthrop**  
Information item only.
- 6.5 **Cumberland Homelessness and Housing Support Association - Landry**  
Information item only.

Councillor Baker arrived at 6:25.

7. **ADJOURNMENT**

There being no further business, Mayor Kogon adjourned the meeting.

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Natalie LeBlanc  
Municipal Clerk

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David Kogon, MD  
Mayor