



Mariners Centre Management Authority  
A

Tuesday, April 15, 2025 at 5:1  
Mariners o  
275 Mair

1. Call to Order
2. Land Acknowledgement - Board Chair
3. Record of Attendance
4. Declarations of Conflicts of Interest
5. Approval of Agenda (Additions/Deletions)  
**Recommended Motion:**  
 That the agenda be approved with the following additions and/or deletions:
6. Approval of Past Minutes   
**Recommended Motion:**  
 That the minutes from the March 25th, 2025 meeting be approved as presented.
7. Business
  - 7.a Facility Managers Report   
**Recommended Motion:**  
 That the Mariners Centre Management Authority Board accept the Facility Managers Report as presented.
  - 7.b Mariners on Main Managers Report   
**Recommended Motion:**  
 That the Mariners Centre Management Authority Board approve the Mariners on Main Managers Report as presented.
  - 7.c Proposal from Colliers for Ice Pad Replacement   
**Recommended Motion:**  
 That the Mariners Centre Management Authority Board approve the proposals from Colliers for the Ice Pad Replacement project as presented.
  - 7.d MC Media Volunteer Lead Producer Resignation Letter   
 Discussion on how to show appreciation of their services.
  - 7.e MC Media Presentation - Gil Dares & Wade Cleveland
  - 7.f Approval of Mariners Centre CEO as Signatory for Federal GICB Contribution Agreement   
**Recommended Motion:**  
 Whereas the Board agreed, via email, to approve the Chair of the Mariners Centre Management Authority Board, Daniel Muise to have the capacity and signing authority to enter into and execute the Federal GICB Contribution Agreement.
  - 7.g Interim CEO services from the Municipality of the District of Argyle   
**Recommended Motion:**  
 Whereas the Board agreed, via email, to the services as outlined in the Interim CEO Mandate; move that the proposal be ratified as presented.
  - 7.h Capital Project Approval for 2025-26   
**Recommended Motion:**  
 That the Mariners Centre Management Authority Board accept the Mariners Centre Capital Budget for 2025/26 as presented.
  - 7.i Update on Peak Experiences (recruiter) - HR Committee Chair
  - 7.j Junior A Mariners Contract 

7.k [Mariners Centre Management Sponsorship Update](#) 

7.l [Use of Buildings for Community Engagement](#)

**Recommended Motion:**

That the Mariners Centre Management Authority Board allow for four (4) hours a month, per building, to be used free of charge to users needing the buildings.

7.m [Bus Route](#)

**Recommended Motion:**

That the Mariners Centre Management Authority Board send a letter to the Town of Yarmouth requesting to add the Mariners Centre to their bus route.

7.n [Flag Pole](#) 

Discussion on resuming flag flying and in what order.

7.o [Health Authority Gym Equipment](#)

8. [Information](#)

8.a [April 25th Community Engagement \(Paint the Ice\)](#) 

8.b [April 26th Free Family Skate](#)

8.c [Change of timeline for submission of agenda and supporting documents](#)

9. [In Camera Session](#)

10. [Date of Next Meeting](#)

11. [Adjourn](#)



**Mariners Centre Management Authority**

**Meeting Minutes**

**March 25, 2025, 4:30 p.m.**

**Mariners on Main**

**275 Main Street**

Members Present: Steve Berry, Loren Cushing, Darcy DeSutter, Wendy Dupley, Nicole Clements, Julie LeBlanc, Greg Foster, Kelley Bishara-Lacroix, Daniel Muise, Darryl Leblanc

Staff Present: Natalie d'Entremont, Jeff Gushue - CAO, Alain Muise - CAO, Victoria Brooks - CAO, Kyle Boudreau, Judy Durkee, Gerry Verran

**1. Call to Order**

The Chair called the meeting to order at 4:35 pm.

**2. Land Acknowledgement - Board Chair**

**3. Record of Attendance**

**4. Declarations of Conflicts of Interest**

**5. Approval of Agenda (Additions/Deletions)**

That the agenda be approved with the addition of 7j Letter of support from the Municipality of the District of Yarmouth.

**MOTION CARRIED**

**6. Approval of Past Minutes - November 19th, 2024 and February 25th, 2025**

That the minutes from the Mariners Centre Management Authority Board meeting on November 19th, 2024 and February 25th, 2025 be approved as circulated.

**MOTION CARRIED**

**7. Business**

7.a MCHWF Presentation

The fundraising Health and Wellness group gave a presentation.

7.b New Fitness Equipment Presentation

A presentation was given on the new Fitness Equipment.

Moved by Julie LeBlanc

Seconded by Loren Cushing

That the Mariners Centre Management Authority Board supports in principle and recommends to proceed with the proposal brought by Kerry Muise and Haley Mood for the purchase and donation of new equipment.

**MOTION CARRIED**

7.c Appointment of Directors

The Warden of the Municipality of the District of Argyle asked three times for nominations for Chair of the Mariners Centre Management Authority Board.

Daniel Muise was nominated.

Daniel Muise accepted the nomination.

No other nominations were offered.

The Chair asked three times for nominations for Vice-Chair.

Darryl LeBlanc was nominated.

Darryl LeBlanc accepted the nomination.

No other nominations were offered.

Moved by Steve Berry

Seconded by Kelley Bishara-Lacroix

That the Mariners Centre Management Authority Board accept Daniel as Chair.

**MOTION CARRIED**

Moved by Loren Cushing

Seconded by Julie LeBlanc

That the Mariners Centre Management Authority Board accept Darryl LeBlanc as Vice Chair.

**MOTION CARRIED**

7.d Appointment of Sub Committees

The Chair asked if anyone would like to serve on the HR Committee, Finance Committee, Governance Policy Committee and Capital Projects Committee. Appointments followed.

The Chair mentioned that Doug Cook has accepted the Acting General Manager position of the Mariners on Main facility.

It was also mentioned that Dave Clayton has accepted the Acting General Manager position for the Mariners Centre .

Moved by Loren Cushing

Seconded by Steve Berry

That the Mariners Centre Management Authority Board accept Kelly Bishara-Lacroix, Darryl LeBlanc, Steve Berry, Daniel Muise, and Nicole Clements to serve on the HR Committee.

**MOTION CARRIED**

Moved by Steve Berry

Seconded by Greg Foster

That the Mariners Centre Management Authority Board accept Darryl LeBlanc, Steve Berry, Loren Cushing, Julie LeBlanc, Daniel Muise and Greg Foster to serve on the Finance Committee.

**MOTION CARRIED**

Moved by Darryl Leblanc

Seconded by Steve Berry

That the Mariners Centre Management Authority Board accept Wendy Dupley, Nicole Clements and Daniel Muise to serve on the Governance Policy Committee.

**MOTION CARRIED**

Moved by Kelley Bishara-Lacroix

Seconded by Nicole Clements

That the Mariners Centre Management Authority Board accept Loren Cushing, Julie LeBlanc, and Daniel Muise to serve on the Capital Projects Committee.

**MOTION CARRIED**

7.e Managers Reports

Moved by Loren Cushing

Seconded by Steve Berry

That the Mariners Centre Management Authority Board accept the Managers reports as presented.

**MOTION CARRIED**

7.e.1 Interim CEO Report

7.e.2 Mariners Centre Facility Report

7.f Budget

The budget was presented.

Moved by Loren Cushing

Seconded by Greg Foster

That the Mariners Centre Management Authority Board accept the operating budget as presented.

**MOTION CARRIED**

7.g Hiring Firm

It was mentioned the the board has hired Peak Experiences hiring company who are working on a job description for a CEO position.

7.h HR Committee Authority to Hire and Negotiate Contract

Moved by Kelley Bishara-Lacroix

Seconded by Steve Berry

That the Mariners Centre Management Authority Board give the HR Committee the power to select and negotiate a contract with the applicants for the Mariners Centre CEO position that are given to them by the firm with the end result being approved by this board.

7.i Time Lines for Reports

It was mentioned that the reports should be given to the recording administrator by the end of business day on the Friday before the Mariners Centre Management Authority Board meeting.

It was agreed that the board meetings would be on the third Tuesday of every month.

7.j Letter from the Municipality of the District of Yarmouth

A letter from the Municipality of the District of Yarmouth was presented to the Board in support of the ask for the replacement ice.

8. In-Camera Discussion

The Board went in-camera at 6:15pm.

The Board came out of camera t 6:35 pm.

Moved by Loren Cushing

Seconded by Julie LeBlanc

That the Mariners Centre Management Authority Board allow Kyle Boudreau to continue to negotiate the contract with the Yarmouth Junior A Mariners for three years.

**MOTION CARRIED**

9. Date and Time of Next Meeting

The next meeting will be Tuesday, April 15th at 5:00 pm at the Mariners Centre.

10. Adjourn

The meeting was adjourned at 6:45 pm.

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Mayor

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Clerk

## **Facilities Manager Report - April 2025**

### **Lobby Ceiling:**

Work started on replacing damaged gyproc on the lobby tower/ceiling on Tuesday April 8th and should be done by April 17th.

### **Upper Concourse (Hallway to Bar):**

The flooring tiles in the upper lobby are scheduled to be replaced the week of April 14th-18th. These tiles are in very poor shape so we wanted to do this area first.

### **Winter Storage:**

Whether has delayed removal of boats/trailers from the Anthony Pavillion. We need to have it empty and ready for the "Earth Day" rental on April 26th.

**Paint The Ice Event:** Mariners Centre will be hosting a "Paint The Ice" fundraiser on April 25th and April 26th after Ice Rentals have ended in Arena 1 for the season.

### **Spring Cleanup:**

Weather has also hampered our outdoor grounds cleanup/damage repair from the winter.

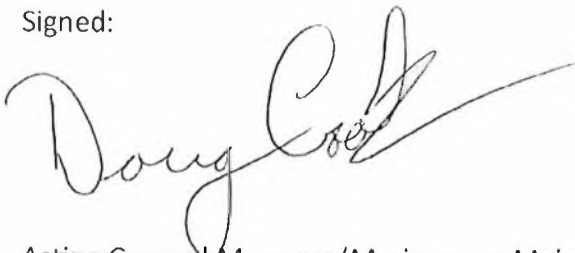
**Jump Start Court:** We have started a clean up/repair of the Jumpstart Court on the inside but need to do work on the sod/grassed areas outside the court also.

**Hot Water Tank:** We are relocating an unused 60 gallon water heater to our boiler room to hopefully alleviate the problem of needing to run the boilers for hot water during exhibition and other events when there is no ice in either arena.

Mariners on Main Managers Update for April 15<sup>th</sup> Board meeting.

1. Accessibility control for front door currently malfunctioning, requests for quotes out (estimated cost approx. \$2000 if we have to replace whole control unit)
2. Solar and HVAC for pool - requests for quotes out as Chris Weatherby assures savings on oil will offset cost of repair (currently in Capitol Budget plan).
3. Lifeguard in service completed April 12<sup>th</sup>. Guards now all aware of scheduling changes for new fiscal.
4. Engagement with the Swim team, as they are now aware we will be able to support extra hours for their next season. Team also requesting extra time in the pool during Spring which we can accommodate.
5. Spring programming for Aquatics and Fitness (May-June) is currently out at printers and will be rolling out to Public on April 12<sup>th</sup>
6. Pool safety plan is currently in review
7. Applications for Aquatics and Program Manager position closed April 11<sup>th</sup>. Currently in review and Interviews to start ASAP.
8. Kitchen upgrade to support Teen Takeover almost complete, just tying in plumbing.
9. New pieces of equipment previously ordered from Spartan Fitness last year for EOL replacements are scheduled for delivery April 21st/22<sup>nd</sup>.
10. Ready to move to order Backpack vacuum and floor scrubber as soon as Capital budget approved.
11. Membership numbers at end of Fiscal.  
1015 Annual members 7% increase year over year  
9% overall increase across all membership types (Annual, 3 month, Monthly, Punch Pass)  
HEART Memberships – 18 currently on waiting list

Signed:

A handwritten signature in cursive script, appearing to read "Doug Coe". The signature is written in black ink and is positioned above the typed name of the signatory.

Acting General Manager (Mariners on Main)

Suite 301, 1559 Brunswick Street  
Halifax, NS  
B3J 2G1 Canada

Main: +1 902.468.9663  
colliersprojectleaders.com



March 4, 2025

Attn: Marc Brophy, Project Lead  
Mariners Centre  
45 Jody Shelley Drive  
Yarmouth, NS B5A 4B2

Dear Marc,

**Re: Mariners Centre Ice Slab Replacement Project, Project Management Services**

Colliers Project Leaders (Colliers) appreciates the opportunity to provide our proposal for Project Management (PM) services for the development of tender-ready construction documentation for the Mariners Centre Ice Slab Replacement project. Below is our proposal to undertake this project.

## Project Understanding

The existing Mariners Centre has been a fixture in the Yarmouth community for over 20 years. The facility is owned and operated jointly by the Town of Yarmouth, the Municipality of the District of Yarmouth, and the Municipality of Argyle.

The Mariners Centre's existing ice slab is approaching end-of-life, as confirmed by asset reporting carried out in 2022, which assessed the current condition of the arena floor and discussed recommendations for the refrigeration plant system. The arena floor was installed in 2001 and was anticipated to last approximately 25 years. While the system has performed well over the years, in 2019, a leak was discovered in the refrigerated slab. A total replacement of the refrigerated rink floor is required. The scope of replacement is expected to involve removal and replacement of subsoil, insulation, piping, headers, concrete slab, and manifold from the mechanical room floor trench to the slabs.

Mariner's Centre is seeking to acquire Project Management services to support the completion of tender-ready construction documentation, with Construction planned for 2026.

## Scope of Services

Colliers Project Leaders embraces the opportunity to continue our partnership with the Mariners Centre, to lead your project and deliver a successful project that exceeds your expectations. The following outlines a scope of tasks and services consistent with our discussions that will offer value added project management services and certainty to this project.

## Phase 1 – Planning

Our scope of services during the planning phase includes:

- Coordinate, Chair and Minute a Project Kick-off meeting with the Design Consultant and Mariners Centre to:
  - Review project objectives and define the “why”.
  - Identify key project stakeholders, define Project Team members, establish a virtual meeting format and frequency.
  - Review and confirm overall project scope, schedule, budget, and milestones.
  - Gather and document any other pertinent information critical to the success of the project.
- Review Design Consultant’s proposed ice slab replacement scope of work for alignment with Mariner Centre’s expectations.

## Phase 2 – Design

Our scope of services during the design phase includes:

- Coordinate, Chair and Minute half-hour biweekly design planning and review meetings to track milestones and address any challenges; assumed four (4) meetings will be required.
- Monitor the Design Consultant’s adherence to the project scope and schedule.
- Review 50% and 99% design submissions, providing comments as required to ensure alignment with project requirements and objectives.
- Review Design Consultant’s Class B Construction Estimate and provide comments as required.
- Coordinate with Design Consultant to produce General Contractor Tender Package for utilization in future Construction Tender phase. The Package will include the following information:
  - Division 00 – Procurement and Contracting Requirements
  - Division 01 – General Requirements

## Schedule

Based on our understanding of this project and the information provided during our discussions to date, Colliers Project Leaders proposes the following schedule for this assignment.

Milestone	Duration	End Date
<b>Planning Phase</b>		
Project Kick-Off Meeting	Week of March 10, 2025	
Review of Existing Documentation	March 10, 2025	March 14, 2025
Develop Planning Documents	March 10, 2025	March 14, 2025
<b>Design Phase</b>		
Develop Design Documents	March 17, 2025	April 11, 2025
50% Design Review	April 14, 2025	April 18, 2025
99% Design Review	April 21, 2025	April 25, 2025

Milestone	Duration	End Date
Develop Tender Package	April 21, 2025	April 25, 2025
Final Tender Document Submission	April 28, 2025	May 2, 2025
Client Review	May 5, 2025	May 9, 2025

## Project Team

We have assembled a team with the skills and experience to successfully deliver the scope of services described above and to anticipate the future project needs as the Mariners Centre Ice Slab Replacement project progresses.

### Project Lead – Davis Gosse, BBA, PMP, LEED AP

As Project Lead, Davis will provide project leadership, oversight and guidance to the team and will use his broad range of experience to support the delivery of project management services for the Ice Slab Replacement Project.

Davis is a Senior Project Manager with more than seven (7) years of experience in the design and construction industry. He leads a variety of projects working with multi-stakeholder groups. Davis continuously promotes effective collaboration between internal stakeholders and project team members, to ensure clients' needs are achieved, and as the current Owner's Representative.

### Designated Project Manager – Luke Vaslet, BA, PMP

As the Designated Project Manager (DPM), Luke will drive the project forward. Luke will be the Mariners Centre's single point of contact for this mandate and will have primary responsibility for all project deliverables and day-to-day project tasks.

Luke is a Project Manager with more than three (3) years of experience in managing and executing complex design and construction projects across various sectors, including healthcare, commercial and institutional. As Owner's Representative he leads a variety of projects working with multi-stakeholder groups and continuously promotes effective collaboration between internal stakeholders and project team members, to ensure client's needs are achieved.

### Assistant Project Manager – Logan Jardine, BBA, CMT

As the Assistant Project Manager (APM), Logan will be assigned to assist the DPM with project administration, documentation management, project controls, reporting, meeting minutes, communication, and coordination of project team meetings, activities and related scheduled events. Logan is an Assistant Project Manager based in Halifax.

## Fees

We believe in making a valued contribution to every project we lead. To provide the scope of services as outlined in above, we offer a fixed fee of **\$11,598.00** excluding disbursements, and HST and broken out as follows:

## Hourly Rates

Should the Mariners Centre seek additional services not defined within this proposal, hourly rates will apply for that work. Pricing is based on rates as per the Kinetic GPO Inc. Master Agreement (GPO RRFSO # 21-06). Rates are as follows:

RESOURCE	2025 HOURLY RATE
Project Lead – Davis Gosse	\$175.77
Designated Project Manager – Luke Vaslet	\$158.76
Assistant Project Manager – Logan Jardine	\$130.41

## Terms and Conditions

- The proposed rates for additional effort are as per the Kinetic GPO Inc. RFSO 21-06 Project Management and Related Services Standing Offer Terms and Conditions.
- The proposed fixed fee excludes reimbursable expenses and applicable taxes. Reimbursable expenses will be invoiced at cost and will be included on invoices as required.
- The proposed fixed fee excludes any time for travel.
- This proposal is valid for 30 days.
- This proposal is based on the following assumptions:
  - The project will be delivered based on the scope of services outlined within this proposal.
  - External stakeholder communications are managed by the Mariners Centre.
  - Typical Project Management deliverables such as Project Charter, Monthly Project Status Reports, Project Schedules, Cost Tracking Logs and Risk Registers are not required.
  - Tendering, Contract Administration and Closeout is scheduled for 2026, and are not included as part of this proposal.
- This proposal is based on the scope of services described above from March 10, 2025, through May 9, 2025, and may be subject to alteration if additional services are required or if the project extends beyond April or if the Consumer Price Index (CPI) rises by more than 2% per year.
- Invoices will be submitted monthly, with payment due Net 30 days from date of invoice.
- Interest is payable at 2% per month on overdue accounts.

This proposal contains information, which is proprietary and confidential to Colliers Project Leaders. This information is submitted in confidence for the sole purpose of permitting the recipient to evaluate the proposal. In consideration of receipt of this Document, the recipient agrees to treat information as confidential and to not reproduce or otherwise disclose this information to any persons outside the group directly responsible for the evaluation of its contents, without the prior written consent of Colliers Project Leaders. Disclosure of any information contained in this proposal would result in undue loss to Colliers Project Leaders Inc.

We trust the above proposal satisfies your requirements and meets your expectations. We thank you for the opportunity to submit our proposal, and we look forward to working with you to complete this interesting project.

Sincerely,



Davis Gosse, Senior Project Manager  
Colliers Project Leaders  
1559 Brunswick Street, Suite 301 | Halifax, NS B3K 6R8 | Canada  
Tel. 902.403.6850  
[davis.gosse@colliersprojectleaders.com](mailto:davis.gosse@colliersprojectleaders.com)

IN WITNESS WHEREOF, the parties below agree to the terms stated above and hereto have executed this Agreement by their duly authorized representatives:

Approved by (print name): \_\_\_\_\_

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

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

Date: \_\_\_\_\_

Approved by (print name): Davis Gosse

Title: Senior Project Manager

Service Provider: Colliers Project Leaders Inc.

Signature: 

Date: March 4, 2025

**Colliers Document Name:** Mariners Centre - PM Services Proposal - Ice Slab Replacment.docx  
**Colliers Document ID:** P0802-85319601-2 (1.0)



February 20, 2025

Colliers Project Leaders  
Suite 301, 1559 Brunswick Street  
Halifax, NS  
B3J 2G1

Attn: Marilee Sulewski, B.Arch, Architect, NSAA, PMP, LEED AP BD+C, Principal, Atlantic

Reference: Yarmouth Mariners Centre – Design for Ice Pad Replacement

Dear Marilee:

Thank you for reaching out to us, M&R Engineering is pleased to provide you with this proposal for providing mechanical, refrigeration and structural design services to replace an ice pad at the existing Yarmouth Mariners Centre located in Yarmouth, Nova Scotia. Listed below are the details of our project understanding and proposed design team, scope of services, schedule, and fee.

#### **PROJECT UNDERSTANDING**

Based on our discussions, it is our understanding that Colliers Project Leaders is interested in retaining consulting services to replace the ice pad within Arena 1 as its brine tubing is leaking. The intent is for the construction to take place during the summer of 2026. Replacement includes all the refrigeration and underfloor heating pipes and manifold from the mechanical room floor trench to the slabs. The existing refrigeration system and HVAC equipment won't be touched in the scope of work of this project. The existing concrete slab within the rink of Arena 1 will be removed and replaced with a new concrete slab. Geotechnical information from the original report from 2001 is available.

#### **SCOPE OF SERVICES**

M&R Engineering will provide the following scope of work:

- Site Investigation
  - Review of available documents
  - Interview with operational staff if needed
  - Geotechnical Study of the soil to be provided by the client
- Drawings and Specifications
  - Production of mechanical/refrigeration and structural drawings and specifications for the removal and installation of a new concrete slab and associated tubing, header and trench.
- Cost Estimate
  - A Class 'B' Cost Estimate will be provided.

#### **PROJECT ASSUMPTIONS:**

This proposal is based on some assumptions. Fee adjustment may be required if any of our assumptions are incorrect. We would ask that you review this and advise whether you feel we should be carrying any of these services in the basic fee.

- When required M&R will be provided with reasonable access to the site.
- No Commissioning exercises are to be performed.
- Geotechnical investigation will be provided by the client.
- Construction services are not included.
- Architectural design will be provided by others (if necessary).

**FEES**

Based on information provided to us, M&R's is proposing to provide Consulting Engineering services in the amounts noted in the fee table below. Direct expenses normally associated with a project such as postage, delivery, long distance telephone are included in the fee. Travel expenses are identified.

<b>Fee Breakdown</b>	
<b>Design and Costing</b>	<b>\$34,620 + HST</b>
Travel Expenses (estimate)	\$600 + HST

For additional work beyond the scope outlined above M&R will invoice at hourly rates. For this project, our hourly rates will be:

<b>Professional Service</b>	<b>Hourly Rate + HST</b>
<b>Partner-in-Charge</b>	\$175.00/hr
<b>Senior Engineer/Project Manager</b>	\$165.00/hr
<b>Engineer</b>	\$130.00/hr
<b>Designer/Technologist</b>	\$125.00/hr
<b>Technician</b>	\$115.00/hr
<b>CAD</b>	\$110.00/hr
<b>Construction Administrator</b>	\$130.00/hr
<b>Clerical</b>	\$90.00/hr

**CONCLUSION**

We appreciate the opportunity to work on this project and support your firm. If you find we have omitted anything or if you have any questions or require clarifications, please contact our office at your earliest convenience.

Sincerely,  
M & R Engineering Ltd.



Aaron Smith, P.Eng, LEED AP

The following items together with our proposal form the contractual terms for our agreement and any additional services. Any desired change to these contract items must be negotiated with M&R ENGINEERING LIMITED.

#### **REIMBURSABLE EXPENSES**

Normal reimbursable expenses are in addition to the fee for services and shall be billed at 1.15 times the amount expended. Reimbursable expenses include expenses associated with the project such as: travel including transportation, meals and lodging; printing, copying, and handling of documents; computer charges; telephone calls and other communications charges; postage and delivery; equipment for tests; and all fees and costs for securing approval of authorities having jurisdiction over the project not specified as part of the fee.

#### **PAYMENT AND TERMS**

Invoices are sent to clients each month for the prior month and payment is due within thirty (30) calendar days of invoice date. Overdue invoices are subject to interest at 1.25% per month (15% per annum). Fees are due and payable without reduction due to claimed or potential negligence by M&R ENGINEERING LIMITED. Legal costs of collection are recoverable. It is understood that M&R ENGINEERING LIMITED'S obligation to reimburse the client for any of M&R ENGINEERING LIMITED'S negligent acts is independent from client's obligation to pay the agreed-on fee to M&R ENGINEERING LIMITED. It is further understood that M&R ENGINEERING LIMITED can stop work without liability for reasons of failure to pay.

#### **LIMITATION OF LIABILITY**

The total liability of M&R ENGINEERING LIMITED or M&R ENGINEERING LIMITED officers, directors, or employees, to all claimants for any and all injuries, claims, losses, damage, or costs resulting from errors, omissions, or other professional negligence in the performance of our services under this Agreement, shall be limited to a single aggregate sum not to exceed its fee.

#### **HAZARDOUS WASTE**

Our professional liability insurance excludes hazardous waste, as defined by the Canadian Environmental Protection Act, in all its forms. It also excludes air, water, and soil pollution. By entering into this contract, it is agreed that you will hold us harmless from any liability that may result from our incorporating work involved with hazardous waste or possibly polluting materials such as oil storage tanks, gasoline dispensing, asbestos products, and laboratory fume exhausts, etc.

#### **SUSPENSION OF SERVICES**

If the client does not make payment when due, M&R ENGINEERING LIMITED may, upon seven days written notice to the Client, suspend performance of services under this Agreement. In the event of such suspension, M&R ENGINEERING LIMITED shall not have liability to the Client for delay or damage caused to the Client because of such suspension of services.

#### **OWNERSHIP OF DOCUMENTS**

All reports, drawings, CADD files, and other documents which we prepare as instruments of service, shall remain our property and may not be used by Owner, or other party, without written consent from M&R ENGINEERING LIMITED; however, the client or Owner may retain copies for information and reference in connection with the project. We will generally retain record copies of plans and specifications for a period of 8 years following the date of this proposal during which period copies of the documents will be made for the client, at the clients request and expense.

#### **TERMINATION**

This agreement may be terminated either by the client or by M&R ENGINEERING LIMITED. In either case, all amounts for services and reimbursable expenses due as of the date of receipt of cancellation notice shall be paid to M&R ENGINEERING LIMITED within thirty (30) days from the date of M&R ENGINEERING LIMITED final notice of termination.

#### **SERVICES MADE NECESSARY BY LACK OF CONTRACTOR PERFORMANCES**

The contractor has the responsibility of installing compete and fully operable systems. If the contractor is unable to achieve satisfactory operation, M&R ENGINEERING LIMITED shall provide troubleshooting services and advise the Owner on how to achieve proper operation and Owner shall pay M&R ENGINEERING LIMITED 2.5 times Direct Personnel expense for this effort.

#### **MEDIATION**

All claims, disputes, or controversies arising between the owner/architect and M&R ENGINEERING LIMITED shall be submitted to nonbinding mediation prior to and as a condition precedent to the commencement of any litigation between those parties. The non-binding mediation shall be conducted by Commercial Arbitration Act (Nova Scotia), or such other person or mediation service as the parties mutually agree upon. The costs of mediation shall be borne equally by the parties. All statements of any nature made in connection with the non-binding mediation shall be privileged and will be inadmissible in any subsequent court or other proceeding involving or relating to the same claim.

**NEW TAXES OR FEE ENACTED BY THE GOVERNMENT**

Any new taxes or fees enacted by local, provincial, or federal government subsequent to the date of this contract and based on gross receipts or revenues will be added to amounts due under this contract.



Date: April 9th 2025

To Daniel Muisse & The Board of Directors:

After 13 Years as a member of MC Media and 12 Years as Volunteer Lead Producer, I regret to inform you of my resignation as Lead Volunteer Producer as of May 1st 2025.

Last fiscal year (April 2024 to March 2025) MC Media covered over 100 events which accounted for over 1100 Volunteer Hours from 14 different volunteers. As Lead Producer, it took over 350 Hours to provide that service, affecting my mental health and work/life balance. Out of those 350 Hours, 270 were volunteer and 80 were during office hours, hindering my work in the office and also subsidizing the use of the service to our clients.

I have reached out to current volunteers to see if they would be interested to step up as Volunteer Lead Producer, and they have all declined for multiple reasons. It is my recommendation the Mariners Centre hires for the role of Lead Producer, in order to continue to offer the service as it was this past fiscal year and ultimately for the past 13 years of offering the service.

Any questions please let me know.

Thanks,

Nick Doucet  
Office Manager - Mariners Centre  
MC Media - Former Volunteer Lead Producer

902.742.2155

[info@marinerscentre.com](mailto:info@marinerscentre.com) | [www.marinerscentre.com](http://www.marinerscentre.com)

45 Jody Shelley Drive, P.O. Box 188 Yarmouth, Nova Scotia B5A 4B2



**MARINERS  
CENTRE**  
Play · Connect · Entertain

# MC MEDIA

2024-2025 Season Overview and 2025/26 Outlook | NICK DOUCET | MARCH 12th 2025

- 2024-2025 Overview
- 2025 Future Events
- Personal Equipment
- 2025-2026 Outlook

## OVERVIEW

- YCMHS Graduation ● Remembrance Day
- NSCC Convocation ● GL All Star Game
- Kidzact 2024 ● Girls HS All Star Game
- 47 SSNS Hockey

Value : Donation

## 2024-2025 Season At A Glance

- Games
- 34 Minor Hockey Games
- 27 Junior A Games

Value : \$7,250.00 (+HST) Value: \$3,650.00 (+HST)

**Total Value: \$10,900.00 (+HST)**



2024-2025



Future  
Events

**March 28th: Girls All Star Game - 7PM to 8:30 PM**

**April 3rd to 6th: U15 AA Provincials**

- Thursday, April 3rd: 12:00 PM to 8:00 PM
- Friday, April 4th: 8:00 AM to 10:00 PM
- Saturday, April 5th: 10:00 AM to 6:00 PM
- Sunday, April 6th: 8:30 AM to 4:00 PM (3 hour break)





# Volunteer Time





## Motion Sheet

-Approval of Mariners Centre CEO as Signatory for Federal GICB Contribution Agreement

### Proposed Motion:

- The Mariners Centre Management Authority Board of Directors approves the Chair of the Mariners Centre Management Board, Daniel Muise, and the Vice Chair, Daryl LeBlanc, have the capacity and authority to enter into and execute the Federal GICB Contribution Agreement.

### Notes supporting this motion:

- Required by Federal GICB Fund Analyst Team to prepare Contribution Agreement for Signatures.

## **Description and Goals for the Interim CEO of Mariners Center and Mariners on Main Facilities**

### **Description:**

The Municipality of Argyle is an active observer in the transition of leadership at the CEO level, and the challenges that a vacancy imposes on the board, staff and the owners of the Mariners Center Authority. As a co-owner, we also share questions, concerns and interest in attempting to answer the question, now what?

The Mariners Center would not benefit from a void in top management. Through many meetings and conversations, we have identified significant shortcomings in the operations of both facilities. Rather than rehash the issues, we are putting our hands up to assist.

From our perspective, the Interim CEO (Manager) of Mariners Center and Mariners on Main would be tasked with overseeing the daily operations, ensuring the upkeep of the facilities, and preparing the organization for its next phase of growth and leadership. This role requires a focus on maintaining the facilities to a high standard, fostering open communication with staff and users, and gathering valuable feedback to guide the strategic direction of the organization.

The Interim CEO serves as a stabilizing leader. This person requires a deep passion for the organization, with strong skills in active listening to staff needs and effective execution. This person can quickly address immediate operational needs while laying the groundwork for long-term success for incoming leadership. The position also needs to be assisted by a team of professionals that deal with municipal, financial and human resources matters.

We believe that our Director of Operational Services, Kyle Boudreau, meets the needs of your organization over the next quarter. Our proposal is that his services be seconded to the Mariners Center for a period of 4 months, where the position and tasks will be reassessed. He would report, temporarily, to the board of directors of the Mariners Center Management Authority.

Under his leadership, the municipality is willing to offer the following personnel.

Roof repair and Rink replacement lead	Marc Brophy
Finance and budget lead	Marsha D'Eon
Financial projections, governance & support	Alain Muise

We are respectful of the talents of our municipal partners and are confident that they would aid this team where required. Argyle is taking the initiative and proposing to take the lead to execute an answer to the question, "what now"?

This offer is certainly influenced by the deep passion many of our staff have for the facility, and it is in recognition that a significant effort was led by the board and of (non-Argyle) municipal support staff who have been tasked with a challenging CEO transition.

The following is the proposal.

### **Goals:**

#### **1. Maintenance and Operational Excellence:**

- o Lead a comprehensive assessment of both facilities to identify immediate and long-term maintenance needs, with input from staff and users.
- o Implement or oversee necessary repairs, improvements, and preventive maintenance measures to ensure safety, functionality, and aesthetic appeal, considering the nature and differences of both facilities. Lead
- o Establish and monitor processes to maintain high standards of cleanliness and operational efficiency.

#### **2. Engage with Staff and Key Stakeholders:**

- o Build strong relationships with staff, ensuring open lines of communication and fostering a collaborative work environment.

## **5. Financial budgeting and fiscal decision making**

- External detailed review of financial statements to December 31, 2024 to establish spending to date and spending patterns.
- Establish monthly budgeting process for 2025-26, with Director of Finance, establish draft budget by March 15<sup>th</sup>, 2025.
- Detail analysis of wage costs at Mariners on Main, recommend amendments where necessary.
- Inject cost reduction strategies for operations.

### **Outcomes:**

By the end of the interim period, the Mariners Center and Mariners on Main should be on a more stable footing and will provide input in the future direction of the organization.

### **Measurable outcomes include**

1. Conduct interviews with all staff at the Mariners Center, and prepare a summary of observations, concerns and needs by March 15<sup>th</sup>, 2025.
2. Conduct interviews with all full-time staff at the Mariners on Main, and prepare a summary of observations, concerns and needs by March 15, 2025.
3. Review existing long-term capital and maintenance projects, re-prioritize where needed by February 15, 2025.
4. By January 31, 2025, assign roof repair, and ice replacement projects to Marc Brophy for continued project management and execution.
5. By February 28<sup>th</sup>, 2025, prepare report identifying potential third party funding to support long term capital priorities, focus on rink replacement.
6. By February 15<sup>th</sup>, 2025, recommend assignment of tasks to existing staff and/or municipal staff to lead temporarily until a new lead is hired.
7. Board observed improvement in morale and staff satisfaction by May 15<sup>th</sup>, 2025. This is measured by providing a baseline survey initially and reissuing the same survey at the end of April 2025.

- Conduct interviews or other forms of direct communication with staff, facility users, and key stakeholders to gather insights about their experiences, concerns, and suggestions for improvement.
- Host regular meetings or listening sessions with staff and key users to address feedback and demonstrate commitment to transparency and inclusivity.

### **3. Strategic Direction and Feedback Gathering:**

- Analyze results of stakeholder input to identify trends, strengths, and areas for improvement.
- Use the feedback to draft a preliminary roadmap for the facilities' growth, programming, and operational enhancements; identify staff efficiencies to manage costs.
- Collaborate with the board and other leadership to align interim efforts with the organization's long-term vision and mission.

### **4. Leadership and Transition Preparation:**

- Maintain an approachable leadership and physical presence to ensure continuity during the interim period.
- Recommend succession planning tactics to the board, so they have a clear understanding of the future staffing needs of both facilities.
- Document key processes and insights to aid the transition to the next permanent CEO.
- Position the organization for a smooth leadership transition by fostering a culture of accountability, responsiveness, and forward-thinking.
- Recommend governance adjustments to board and committee meetings and purpose.

8. Provide draft budget recommendations for fiscal 2025- 2026, capital and operational by March 31st, 2025. Budget preparation shall be supported by Argyle CAO and Director of Finance.
9. Provide initial recommendations for staffing needs based on internal observations and staff and user interviews by April 30<sup>th</sup>, 2025.
10. Submit future cost reduction strategies for Mariners Center and Mariners on Main by May 15th, 2025.
11. Prepare recommendations for posting for replacement position(s) by May 15th, 2025.
12. Recommend governance adjustments to board and committee meetings by April 30, 2025.

It is clear to us that a third-party organizational review would be required in anticipation of the new expansion. The challenge with this work is that by the time it gets articulated and priced, it will be May. We need a solution now, if not to inform this work in May and reduce the cost of third-party consulting work. It would be our goal to recommend future staffing of the CEO (or other) position during the course of this work.

We are confident that this proposal shall improve staff engagement and prepare the road of transition to its next permanent leader(s) with a solid foundation for future success.

Fee proposal:

Services from Kyle Boudreau shall be cost recovery, at \$6,600 per month plus HST. Partial month services shall be prorated.

All services from other staff will be provided as an in-kind contribution.

**Mariners Center  
Capital Plan Priorities  
Budget 2025-2026**

	2025/2026		
	Capital Actuals 2025-26	Capital Budgeted 2025-26	Variance 2025-26
<b>Revenues</b>			
Province of Nova Scotia			
Community Culture and Heritage			-
Recreation NS			-
Accessibility NS / Jr A Mariners		25,000	(25,000)
	\$ -	\$ 25,000	\$ (25,000)
Government of Canada			
Atlantic Canada Opportunities Agency	-	-	-
FCM - Green Municipal Fund	-	-	-
Other	-	-	-
	\$ -	\$ -	\$ -
Municipal Ownership Contribution			
2025 Funds		29,323	(29,323)
	\$ -	\$ 29,323	\$ (29,323)
Town of Yarmouth	-	40,999	(40,999)
Municipality of Yarmouth	-	51,680	(51,680)
Municipality of Argyle	-	40,999	(40,999)
	\$ -	\$ 133,677	\$ (133,677)
Transfer from own funds			
From Operations surplus	-		-
From Capital Reserve Fund	-		-
	\$ -	\$ -	\$ -
Other revenues			
Interest and investment income			
FFE Expansion Budget Reimbursement			
Fundraising and donations		10,000	(10,000)
User fees and other			-
	\$ -	\$ 10,000	\$ (10,000)
<b>Total revenues</b>	\$ -	\$ 198,000	\$ (198,000)
	Capital Actuals 2025-26	Capital Budgeted 2025-26	Variance 2025-26
<b>Capital project expenses</b>			
2025/2026 Roof replacement - Design & Tendering	-	26,500	26,500
2026 Lobby Ceiling Repair		11,000	11,000
2025/2026 Accessibility - handrails stairs arena one	-	25,000	25,000
2026 Video Equip Replacement Parts		3,500	3,500
2026 Floor scrubber		8,000	8,000
2026 Backpack		2,000	2,000
2026 Solar Panels		6,000	6,000
2026 Gym equipment replacement	-	10,000	10,000
2026 Skate Sharpener		6,000	6,000
2026 Summer Hot Water Water MC		15,000	15,000
2026 Plate Heater Exchanger for hot water		30,000	30,000
2026 Tiles Repair/ Sobeyes room		10,000	10,000
2026 Tiles Rear entrance / community room		5,000	5,000
2026 Canteen Upgrades		20,000	20,000
2026 Park lot paint / repairs		20,000	20,000
	\$ -	\$ 198,000	\$ 198,000
<b>Excess income over expenses</b>	\$ -	\$ -	-

## LEASE AGREEMENT

THIS AGREEMENT made in duplicate this

BETWEEN:

MARINERS CENTRE MANAGEMENT BOARD

*of the first part*

- and -

Yarmouth Mariners Hockey Club

*of the second part*

WHEREAS:

- a) The Lessor administers and manages the Mariners Centre on behalf of the Town of Yarmouth and the Municipality of the District of Yarmouth on certain lands located in the Town of Yarmouth at 45 Jody Shelley Drive and operates the arenas located on said lands.
- b) The Lessee Operates Junior A hockey team called the "Yarmouth Mariners" and will play its home games at the Mariners Centre.
- c) The Lessor has agreed to lease a part of the Mariners Centre to the Lessee and the Lessee has agreed to lease a part of the Mariners Centre from the Lessor for the purposes of operating the Yarmouth Mariners.

NOW THEREFORE in consideration of the premises and the mutual covenants and agreements contained in this Agreement, the parties hereto agree as follows:

### **1.00 Lease of Premises**

1.01 The Lessor hereby leases a part of the Mariners Centre to the Lessee, and the Lessee hereby leases a part of the Mariners Centre from the Lessor, in accordance with the terms and conditions of this Lease Agreement.

1.02 The Lessor covenants and agrees to make a part of the Mariners Centre and the facilities therein and associated therewith, together with adequate box office and building staff, available to the Lessee for dates from time to time during each year of the Term commencing August 1st of each year of the Term to the close of the hockey season for:

- a) Training camp for the Yarmouth Mariners between September 1st and September 21st (2-5 hours per day); times to be determined by mutual agreement between the Lessor and the Lessee.
- b) All the home scheduled Maritime Junior A Hockey League games of the Yarmouth Mariners (hereinafter referred to as "**Regular Season Games**");
- c) All pre-season exhibition games (hereinafter referred to as "**Pre-Season Games**");
- d) Such post-season and playoff games for which the Yarmouth Mariners are eligible (hereinafter referred to as "**Playoff Games**"); and
- e) Hockey practice time for the Yarmouth Mariners during the regular season; and post-season while the team is qualified for play-off games; prior to 4:00 p.m. (except Saturday and Sunday - times and hours and days to be determined by mutual agreement of the Lessor and the Lessee).

1.03 The Lessee agrees to hold all its Pre-Season, Regular Season and Playoff Games in the Mariners Centre during the Term. In the event the Lessor is unable to make available the Mariners Centre for any such games then the Lessee shall be entitled to hold only such games as are unable to be held at the Mariners Centre at another location.

## 2.00 Term

2.01 The term of the Lease Agreement shall be computed from April 1st 2025 and be fully completed and ended on March 31st 2028 (which period of time is hereinafter called "**the Term**").

### 3.00 Rent

3.01 The Lessee shall pay to the Lessor for the Term, as rent for the use of the Mariners Centre and the facilities therein the following sum:

a) 12.5 % of gross revenues including season tickets for exhibition, regular and playoff games.

3.02 In addition to the sums payable hereunder, the Lessee shall pay to the Lessor all Federal, Provincial and Municipal Taxes, assessments and/or levies as may be applicable to any Rent and all other payments due or otherwise payable under this Lease by the Lessee to the Lessor, whether now or hereafter levied or assessed, including all Goods and Services Tax, Provincial Sales Tax or any such similar assessments or levies.

3.03 The Lessee shall pay to the Lessor 3.0% of all ticket sales paid by credit card and debit.

3.04 All payments of Rent when made shall be accompanied by payment of all applicable Federal and Provincial Taxes and municipal assessments and/or levies.

3.05 The Lessee shall pay any and all business taxes, levies, or assessments as may be levied by any competent authority in respect of all or any portion of the Lessee's business.

3.06 All sums payable by the Lessee to the Lessor pursuant to this Lease are hereinafter collectively referred to as "**the Rent**".

3.07 "**Gross Ticket Revenue**" shall mean the total gross revenue resulting from the sale of tickets by or on behalf of the Lessee which entitle the holders thereof to admission to any Pre-Season Game, Playoff Game or Regular Season Game, as the case may be, played by the Yarmouth Mariners.

### 4.00 Payment of Rent

4.01 The Lessee shall pay the Rent provided for herein to the Lessor in the following manner:

a) The Lessor shall within 5 working days at the end of each month or as soon as practicable remit to the Lessee those gross revenues less 12.5% rent and a further 3.0% for tickets purchased by credit card

B) The Lessee Shall within 15 days of receiving payment or as soon as practicable remit to the lessor 6% of all gross sponsorship revenue collected by the Yarmouth Mariners Hockey Club.

4.02 Any final adjustment of the Rent with respect to Playoff Games shall be calculated and paid by the Lessor to the Lessee within five (14) days following the last home Playoff Game in each year of the Term or as soon as practicable.

## 5.00 Lessee's Covenants

5.01 The Lessee covenants and agrees with the Lessor as follows:

a) Limitation of Lessor's Liability:

- i) Notwithstanding anything herein contained the Lessor shall not be liable or in any way responsible to the Lessee, its invitees, licensees, employees, patrons, spectators, agents, players, coaches, league officials, workers or others, or the players, coaches, employees, agents, workers, invitees, licensees or others of any opposing team(s) in respect of:
1. Any death or injury arising from or out of any occurrence in, upon, at, or relating to the Lessee's hockey activities in the Mariners Centre;
  2. Any loss of or damage to any property of the Lessee or other persons whether the same is kept or stored at, on or about the Mariners Centre or elsewhere;
  3. Any damage or loss or injury or death resulting from any risk or peril required to be insured by the Lessee pursuant to the provisions of paragraph 5.01 (c);
  4. Injury, damage or other loss caused by other tenants or occupants or persons or the public in or about the Mariners Centre or adjacent access areas or caused by the conduct of any private or public works; and/or
  5. Any loss to, injury or damage suffered by the Lessee or others which is in the nature of an indirect or consequential loss, injury or damage of any nature whatsoever however caused.
- ii) All property of the Lessee or others kept or stored at the Mariners Centre shall be so kept or stored exclusively at the risk of the Lessee and the Lessee shall and hereby agrees to indemnify the Lessor and save it harmless from any claims arising out of any damage to the same including without limitation, any subrogation claims by the Lessee's insurers.

b) Indemnity:

The Lessee covenants and agrees with the Lessor that it will, at all times, indemnify and save harmless the Lessor from and against all loss, including but not limited to, all claims, actions, damages, liability and expenses in connection with any and all loss of life, personal injury, damage of property, all losses contemplated in paragraph 5.01(a) hereof, or any other loss (including expenditures made by the Lessor in respect thereof) or injury whatsoever arising from or incidental to the Lessee's use or arising out of the Lessee's occupation of the premises or any part thereof, or from any act or omission to act, default or neglect on the part of the Lessee, its servants, agents or employees or any hockey player, coach, official or participant involved in any activity under the Lessee's auspices, during the Term of the Agreement, except only to the extent caused or contributed to by the Lessor. If the Lessor shall without fault on its part be made a party to any litigation commenced or resulting from hockey activities related to a Yarmouth Mariners game or practice by or against the Lessee then the Lessee shall protect, indemnify and hold the Lessor harmless. The Lessee shall also pay to the Lessor all costs, expenses and legal fees on a solicitor and client basis incurred by the Lessor in enforcing any of the terms, covenants and conditions contained in this Agreement.

c) Lessee to Maintain Insurance Coverage:

- i) Without limiting the generality of the Lessee's covenant in paragraph 5.01(b), the Lessee agrees to maintain during the Term of this Agreement insurance with an insurance company satisfactory to the Lessor, such insurance to provide limits of at least Two Million (\$2,000,000.00) Dollars per occurrence for both bodily injury and property damage. The Lessee agrees to provide the Lessor with a copy of said policy prior to the 1<sup>st</sup> day of August in each year during the Term. For the purpose of this clause, the Lessee agrees to participate in and maintain comprehensive insurance coverage offered through Hockey Nova Scotia.
- ii) In the event that the premiums respecting the insurance to be provided herein become prohibitive, the Lessor agrees to review with the Lessee the insurance coverage requirements provided for herein.

d) Lessee Responsible for Cost of Police Protection:

It is agreed that if the Lessor and Lessee agree, in advance, that the Yarmouth Police should be called to provide protection for any Pre-Season, Regular Season or Playoff Season Game, or any specially scheduled game, the cost of such police protection shall be borne solely by the Lessee.

## 6.00 Lessor's Covenants

6.01 The Lessor covenants and agrees with the Lessee as follows:

a) Quiet Enjoyment:

The Lessor hereby agrees with the Lessee that the Lessee, on paying the Rent and observing the agreements hereinbefore reserved and contained, shall peaceably and quietly enjoy the premises for the Term hereby demised without any hindrance or interruption by the Lessor or any other person lawfully or equitably claiming by, through or under the Lessor.

b) Building Staff to be Supplied by Lessor at Yarmouth Mariners Games:

It is agreed that the building staff which will be supplied by the Lessor will include all staff which in the opinion of the Lessor are necessary to properly operate the Mariners Centre, including event staff, security staff, ice crew, janitorial staff, box office staff and appropriate supervisory staff, provided, however, that the Lessee will be responsible for providing and paying the cost of all games officials, including referees, linesmen, timekeepers, goal judges, announcers, organist and vocalist.

c) Dressing Rooms:

The Lessee shall be entitled to the use of the dedicated hockey team dressing room during the period of the Lease. In the interest of energy conservation, services may be reduced by the Lessor in the off-season.

d) Lessee's Office:

The Lessor covenants and agrees that it will make an office available to the Lessee in the Mariners Centre during the Term without rental charge.

e) Lessee Right of First Refusal to Mariners Centre:

- i) The Lessee shall have the right of first refusal and priority for the use of the Mariners Centre on Friday evenings, Saturdays and Sundays (except for the hours of 1:00 P.M. to 4:00 P.M. on Sundays which are reserved for Public Skating) during the Regular Season and for Playoff Games for the purpose of scheduling Regular Season Games and Playoff Games for the Yarmouth Mariners . The Lessor agrees that it will, no later than July 1<sup>st</sup> of each year, provide the Lessee with a list of known special events to be held in the Mariners Centre during the hockey season. The Lessor further agrees to consult with the Lessee on booking events into the Mariners Centre from February 1<sup>st</sup> to the end of the playoffs each year when the events are of more than two (2) days duration. The Lessee agrees to give a copy of its schedule to the Lessor forthwith upon the schedule being determined. If, however, after the scheduling is completed, the schedule of the Maritime Junior A Hockey League or other events to be held in the Mariners Centre requires times and dates to be shifted, the parties shall negotiate such change in date, having regard to the Maritime Junior A Hockey League scheduling, the requirements of the Lessor, special events and other events, and general hockey requirements in Yarmouth, but in no event shall two (2) hockey games for which admission is charged be played in the Mariners Centre on the same day, except by mutual consent.
- ii) The Lessee agrees that it will, as soon as it is available, provide the Lessor with the specific dates that shall constitute the Playoff Games schedule for the year, and the Lessor shall extend its best efforts and give priority to making the Mariners Centre available for said dates provided that in the event the Lessor is unable to make available the Mariners Centre for any such games then the Lessee shall be entitled to hold only such games as are unable to be held at the Mariners Centre at another location.

**7.00 Covenants of Both Parties - General**

7.01 The Lessor and Lessee covenant and agree with each other as follows:

a) Determination of Disputes by Arbitration:

Except where this Lease provides for the manner of determining a dispute and that the determination so made is binding upon the parties, the parties have all the remedies at law or in equity, and in particular nothing herein deprives the Lessor of recourse to all its legal and equitable remedies for the enforcement of any breach of covenant by the Tenant or the Tenant of its equal or equitable rights to relief under *The Landlord and Tenant Act* or any other like statutory provision or rule of law from time to time in force.

- b) In the case of any dispute between the Lessor and Lessee during the term, or any renewal, as to any matter arising under this Lease, either party shall be entitled to give to the other party notice of the dispute and demand arbitration thereof and, after giving notice and demand, the provisions of the Commercial Arbitration Act of the Province of Nova Scotia shall apply.

**8.00 Covenants of Both Parties - Operation of Yarmouth Mariners Games**

8.01 In order to facilitate the operation of Yarmouth Mariners hockey games at the Mariners Centre, the Lessor and the Lessee covenant and agree with other as follows:

a) Lessee to Purchase and Print Tickets:

- i) The parties agree that the holders of all season tickets and all persons using the Mariners Centre Sky Box or stands shall be required to surrender, when attending games, a ticket stub or other voucher for the purpose of recording the attendance of such persons at such games.

b) Season Ticket Sales:

The Lessor shall advise the Lessee at the end of every month thereafter during each Regular Season, of the amount of season ticket sales or other ticket sales made by the Lessor, and those amounts shall be included in the calculations of the Gross Ticket Revenue and Rent payable by the Lessee to the Lessor within five (5) days following the end of the month in which the season ticket sales are reported.

c) Accounting for Ticket Sales/Revenue:

- i) The Lessor shall receive all ticket revenue for the Regular Season Games as agent of the Lessee. The Lessor covenants and agrees to transit to the Lessee all revenues received by it for the purchase of tickets within five working (5) days of the end of month, or as soon as may reasonably be possible,
- ii) The Lessor shall have the right to deduct the Rent or any other sum owing by the Lessee to the Lessor under this agreement from the monies to be remitted to the Lessee pursuant to this Section.
- iii) The Lessor agrees to provide the Lessee with an accounting of the Gross Ticket Revenue for the Regular Season Games during the Term within thirty (30) days following the last Regular Season Game in each year during the Term and the Lessee agrees to pay to the Lessor any such sum or sums which remain owing pursuant to this Agreement on that date.
- iv) The Lessor agrees to provide the Lessee with an accounting of the Gross Ticket Revenue for each Pre-Season and Playoff Game within forty-eight (48) hours of the conclusion of each game.

d) Access Privileges:

- i) The Lessee agrees to permit access to the Mariners Centre at no cost to all Regular Season Games and Playoff Games to each employee of the Mariners Centre and one guest of the employee. This privilege may be revoked by management of the Lessee in the event the Mariners Centre is sold out twenty-four (24) hours before game time and upon notice to the Lessor.

e) Food Concessions:

- i) The Lessor and the Lessee mutually covenant and agree that the Lessor shall have the sole and exclusive right to operate all food and beverage concessions in the Mariners Centre during all the Yarmouth Mariners games.

f) Souvenir Booth:

The Lessor agrees to allow the Lessee to maintain and operate a booth for the sale of souvenirs and novelties, and 50-50 tickets, provided, however, that any such booth shall be subject to the Lessor's prior consent as to nature, size and location and shall be constructed at the Lessee's cost and maintained at the Lessee's cost to the standards and satisfaction of the Lessor. Any permanent booth(s) so constructed by the Lessee, and with the prior approval of the Lessor shall immediately become the property of the Lessor and shall remain in the Mariners Centre at the end of the Term.

g) Advertising and Special Promotions:

- i) The parties acknowledge that the Lessor has the right to control all advertising in the Mariners Centre and the Lessor shall be entitled to all revenue from all advertising in the Mariners Centre, except that the Lessee shall be entitled to the revenue from the following advertising, namely:

1. All radio and television rights to the Yarmouth Mariners games;
2. All advertising on tickets printed for the games;
3. All advertising included in the game programs supplied by the Lessee; and
4. All proceeds from ice logo advertising obtained from all hockey games as hereinbefore described, it being understood that any ice logo advertising may be removed or covered by the Lessor for events other than Yarmouth Mariners games where other users of the Mariners Centre require same. This includes video board adds, boards adds, bench adds in The Graves Arena.(Arena 1)

- ii) The Lessor agrees to assist the Lessee in any reasonable way to provide facilities for radio and television coverage of the Yarmouth Mariners games, and the Lessee agrees to pay to the Lessor all costs in respect of such assistance. Mariners Centre will not provide the staff to run the equipment.

iii) In the event of a conflict between the advertising contracts or commitments made by the Lessor and the Lessee's advertising, then the Lessor's rights shall prevail.

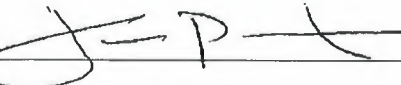
**9:00 Effective Date**

9.01 The parties agree that the effective date of this agreement is . . . April 1st 2025 and that beginning on that date and for the 2025-2028 hockey seasons, the Lessee will pay to the Lessor the Rent in the amount of 12.5% of Gross Ticket Revenue.

IN WITNESS WHEREOF the parties hereto by the signatures of their proper officers in that behalf, on the \_\_\_\_th day of \_\_\_\_ 20

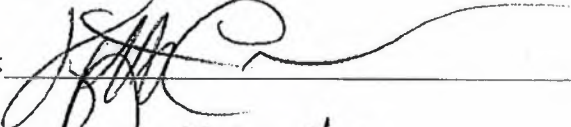
Mariners Centre Management Board

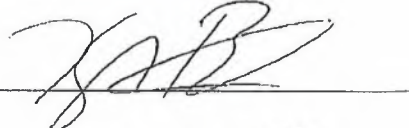
Witness:

Per:  \_\_\_\_\_

 \_\_\_\_\_

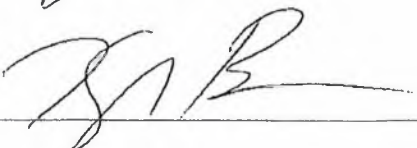
Yarmouth Mariner Hockey Club

Per:  \_\_\_\_\_

 \_\_\_\_\_

Mariners Centre

Per:  \_\_\_\_\_

 \_\_\_\_\_

## Sponsorship update for Mariners Centre Management Board.

Staff has had some success in soliciting sponsors for the Mariners Centre Arena.

Jeff Gushue managed to find the old naming rights agreement from when the rink opened and there was a 25 year term on the naming of different aspects of the arenas, dressing rooms etc.

Three of the dressing rooms are sponsored by companies that are no longer in business so we are getting new sponsors for those now.

10 year terms are being offered with a clause that if payment is in breach or conditions change, either party can give six months notice to quit the arrangement.

The standard contract was run by interim CEO Kyle, and Rink Manager Dave Clayton. Here are the results so far:

**Arena 1** (big arena) is going to be called the **Graves Arena**. They purchased the rights for 10 years at \$100,000.

**Arena 2** (smaller one) is going to be called the **Pleasant Timber Mart Arena**. They purchased the rights for 10 years at \$50,000.

**Dressing Room One** (formally the Germaines dressing room) is going to be the **Bramac Dressing Room**. They purchased the rights for 10 years at \$15,000.

**Dressing Room Three** (formally Yarmouth Chrysler and Hurlburt Construction) has an offer out and will be confirmed shortly at the same price as above.

The Canteen will be Sponsored by Winchester Food Holdings (South End Foodmart). Name to be determined. They have signed for 10 years at \$20,000. They are our local supplier of canteen goods such as meats, breads and nuggets etc.

There is also an ask out for the unnamed **Community Room** to a local Charitable Group. We hope to hear back from them next week. (\$20,000 for ten years.)

The staff tried to approach companies that have an alignment with the current facility, the expansion campaign and the current user groups. So far the response has been very good. If all these asks and confirmed deals go ahead, it adds \$220,000 (with no expenses) to our revenues over 10 years.

More asks will follow as we identify different options and the time limits run out on some of the currently named spaces.

**1.0 Purpose**

The purpose of this policy is to establish a respectful and consistent process for the flying of flags, and to establish the standards for processing requests related to flag flying.

**2.0 Responsibility**

The Mayor or his/her designate will be authorized to order the raising or lowering of flags. The Town of Yarmouth reserves the right to choose which flags may or may not be flown.

**2.1** Flags will not be raised:

- which display inappropriate or offensive matter;
- which support discrimination, hatred, violence or prejudice;
- for political parties or political organizations;
- for religious organizations, events or celebrations;
- where the intent is contrary to Town policies or bylaws;
- where the intent is for profit-making purposes; or
- where the attempt is to influence government policy.

**3.0 Procedure**

Flags will be displayed in accordance with the guidelines set out in the “Flag Etiquette in Canada” guide provided by the Department of Canadian Heritage.

**4.0 Half-Masting**

Flags at all Town facilities will be lowered to half-mast to recognize a period of official mourning or to commemorate significant dates. The half-masting of flags applies to all municipal properties that have flagpoles. The Town will fly its flags at half-mast upon receiving notification of the death of any of the following individuals:

- Her Majesty the Queen and members of the Royal Family
- A past or present Governor General of Canada
- A past or present Prime Minister of Canada
- A past or present Lieutenant Governor of Nova Scotia
- A past or present Premier of Nova Scotia
- The Local Member of the House of Commons, or a Local Member of the Provincial Legislature

- A past or present Mayor or Member of Council
- Any actively employed Staff Member of the Town
- Any RCMP Officer killed in the line of duty
- A resident of Yarmouth, who is a member of the Canadian Armed Forces, killed while deployed on operations
- Any other prominent public figure as determined by the Mayor
- Remembrance Day (November 11<sup>th</sup>)

**5.0 Requests**

All requests must be submitted in writing and include the following information;

- a. Name of Organization
- b. Contact Information
- c. Requested event/occasion
- d. Date or time period of request
- e. Explanation or purpose of the event/occasion

**6.0 Location**

Any courtesy flag being flown will replace the Town of Yarmouth flag in front of Town Hall, located at 400 Main Street.

- 6.1** If there is a request to fly more than one courtesy flag at one time, the second request shall be flown at the poll located at 115 Water Street.

<b>Clerk's Annotation for Official Policy Book</b>	
Date of Adoption: July 8 <sup>th</sup> , 2021	
I certify that this 'Flag Policy' was adopted by Council as indicated above.	
Town Clerk:	Date:



PRESENTS

# PAINT THE ICE



FRIDAY APRIL 25 9AM - 7PM

Children must be accompanied by guardian.

Helmets are mandatory!

Bring your own or borrow one (supply is limited)

Suggested donation of \$5

Paint and brushes provided.

Snacks to enjoy while off ice!

Thank you to "Paint the Ice Clare" for your support!