



Town of Amherst
Special Council Meeting
Agenda

Date: **Wednesday, July 23, 2025**
Time: **4:00 pm**
Location: **Council Chambers, Town Hall**

Pages

1. CALL TO ORDER

1.1 TERRITORIAL ACKNOWLEDGMENT

"I would like to acknowledge that our gathering today is taking place in Mi'kma'ki (MEEG-MA-GEE), the traditional, unceded and ancestral territory of the Mi'kmaw people. I would also like to acknowledge that Nova Scotia has another unique people, the people of African descent whose legacy and contributions date back over 400 years predating confederation of this land. We are all treaty people."

2. REQUEST FOR DECISION

2.1 A & A Hockey Group (Amherst Ducks) Agreement

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3. ADJOURNMENT

SYNOPSIS

A & A HOCKEY GROUP AGREEMENT

The new ownership group of the Amherst Ducks senior hockey team have requested to play out of the Amherst Stadium for the 2025/26 hockey season. Staff have negotiated a user agreement which is very similar to the agreement we use for the Amherst Jr. A Ramblers, including the same ice time costs. With regard to payment structure, due to the issues with the past Ducks ownership, the new ownership will make a \$10,000 deposit prior to the season. This deposit will be used to pay for their ice time and once depleted, the team will pay for ice time in advance.

We are very pleased to have this new ownership step up and ensure that senior hockey remains in Amherst for another season. We are looking forward to working with the A & A Hockey Group to provide quality entertainment and an opportunity for our local hockey players to continue with competitive hockey in their hometown.

Motion

That Council approve, and authorize the Mayor and CAO to sign, the attached agreement between the A & A Hockey Group and the Town of Amherst for the 2025/26 hockey season.

TO: Mayor Small and Members of Council

SUBMITTED BY: Aaron Bourgeois, Director of Operations

DATE: July 23, 2025

SUBJECT: A & A Hockey Group Team Agreement

ORIGIN: Request from the new ownership group of the Amherst Ducks senior hockey team to play out of the Amherst Stadium.

LEGISLATIVE AUTHORITY: Municipal Government Act Section 47 (5) The Council may make and carry out a contract, perform an act, do any thing, or provide a service for which the municipality or council is authorized by an Act of the Legislature to spend or borrow money.

RECOMMENDATION: That Council approve the agreement between the Town of Amherst and the A & A Hockey Group (Amherst Ducks) and authorize the Mayor and CAO to sign on behalf of the Town.

BACKGROUND: The Amherst Ducks Senior Hockey Team is under new local ownership and wish to continue playing out of the Amherst Stadium for the 2025/26 season.

DISCUSSION: If approved by Council, the contract would be a 1-year term commencing August 1, 2025 with the same game costs paid by the Amherst Junior “A” Ramblers Hockey Club.

Staff have also negotiated the following payment structure with the new owners;

- The Team will make a deposit of \$10,000 to the Town prior to September 15, 2025.
- All ice time used will be deducted from the \$10,000 deposit.
- Once the deposit is depleted, the Team will pay for all ice times in advance.
- The advanced payment method will be agreed to by the Facility Manager and the Amherst Ducks and failure to pay in advance will result in ice time being denied.

FINANCIAL IMPLICATIONS: Having the senior hockey team playing out of the Amherst stadium is an opportunity to generate revenue for the facility. The rates are as follows;

- Hourly Rate for practices – as per the user fee policy
- Preseason Games - \$541.60+HST
- Regular Season - \$9,751.30+HST (10 games @ \$975.13)
- Playoff Games - \$1,015.49+HST





COMMITTEE OF THE WHOLE

RFD#

Date:

SOCIAL JUSTICE IMPLICATIONS: There are no social justice implications to the approval of the agreement.

ENVIRONMENTAL IMPLICATIONS: There are no environmental implications to the approval of the agreement.

COMMUNITY ENGAGEMENT: No community engagement has been undertaken at this time. A media release will be issued should the agreement be approved.

ALTERNATIVES:

1. Do not enter into the agreement and do not allow the Club to utilize the Amherst Stadium.
2. Council may ask for additional or alternative terms in the agreement.

ATTACHMENTS: Draft agreement.





**AGREEMENT BETWEEN
A & A Hockey Group AND THE TOWN OF AMHERST (herein after called the Town)**

PREAMBLE

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

And whereas the A & A Hockey Group owns and operates a hockey club that will participate in the New Brunswick Senior Hockey League which will be known as the Amherst Ducks.

And whereas the A & A Hockey Group is desirous of renting ice time as well as related facilities from the Town to promote the Amherst Ducks as a Senior Hockey Team and participate in the New Brunswick Senior Hockey League.

And Whereas the Town is prepared to them to the A & A Hockey Group the facilities necessary for the Amherst Ducks to operate the hockey club subject to the terms and conditions here in after set out.

The parties hereto acknowledge the forgoing recitals, and including the Operating Principles as set out in Appendix A, as being true and accurate and agree to incorporate same as terms of this agreement in effect from August 1, 2025, to July 31, 2026.

- 1. Pre-Season:**
 - a. Ice will be available September 15, 2025
 - b. Hourly Rate for practices will be:**
As per user fee policy
 - c. Preseason games fees:**
2025-2026: \$541.60 plus HST
- 2. Regular Season games fees:**
2025-2026: \$975.13 plus HST
- 3. Playoff games fees:**
2025-2026: \$1,015.49 plus HST



4. Payment:

- a. The Amherst Ducks will make a deposit in the amount of \$10,000 to the Town of Amherst prior to September 15, 2025.
- b. All ice time used will be deducted from the \$10,000 deposit.
- c. Once the deposit is depleted, the Amherst Ducks will pay for all ice times in advance.
- d. Advance payment method to be agreed to by the Facility Manager and the Amherst Ducks.
- e. Failure to pay in advance will result in ice time being denied.

5. **Games Schedule:** Games start at 7:00pm, 7:30pm, or 8:00pm. Special consideration will be given to games that are scheduled on holidays or Sunday's. These special games are scheduled for 2:00pm. The Town is open to special time requests from the Amherst Ducks providing 30 days' notice provided prior to the scheduled game. Regular season dates must be approved by the Facility Manager prior to being submitted to your league.

6. **Practice Times:** Practices are scheduled for 1.5 hours and must be agreed upon by the facility Manager and the Amherst Ducks. To be consistent with the Town of Amherst Ice Allocation Policy, a charge at the regular prime time rental rate + HST applicable at the time of the cancellation will be levied if this practice is not cancelled within 48 hours. This notice period is required to all the Town ample time to try to rent the ice to a 3rd party.

7. **Stadium Event Sign:** Information related to the Stadium event sign changes will be required at least 48 hours prior to game day. Amherst Ducks will provide a schedule of games and wording for the sign as required.

8. **Insurance:** The Amherst Ducks agrees 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 person coming on the premises of the stadium as a result of the activities. Proof of General Liability insurance needs to be provided to the Town of Amherst by September 15, 2025.

9. **Security:** Security arrangements shall be made by the Town with a bonded security company for all Amherst Ducks games. 100% of the full cost will be the responsibility of the Amherst Ducks 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 Amherst Ducks 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 is available to the Amherst Ducks for regular season games and playoff games under a special license provided by the Amherst Ducks. In addition, the license includes a designated area of seating on the west end of the Stadium. For the balance of this agreement, the Amherst Ducks will be responsible for complete operation of the





bar during home games. Servers will be appropriately attired and with name tags. Amherst Ducks 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 Amherst Ducks or patrons. Should alcohol sales not be permitted the team shall be advised prior to August 1st of each year the agreement is in place.

11. **Dressing Room:** The use of a dressing room will be included in the ice rental cost. The Amherst Ducks 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 people. 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 Amherst Ducks 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 Amherst Ducks 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.





This agreement 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 _____, 2025

Signed: _____
A&A Hockey Group (Owner) Witness
Matt Colson

Signed: _____
A&A Hockey Group (Treasure) Witness

Signed: _____
Town of Amherst (CAO) Witness
Jason MacDonald

Signed: _____
Town of Amherst (Mayor) Witness
Robert Small

