

**Minutes of a Special Meeting of Amherst Town Council  
Held in Council Chambers – Amherst Town Hall  
Thursday, March 20, 2008 at 11:00 AM**

**PRESENT:** Mayor Jerry Hallee  
Deputy Mayor Terry Rhindress  
Councillor Robert Angel  
Councillor George Baker  
Councillor Ed Chitty  
Councillor Dale Fawthrop  
Councillor David March  
Gregory Herrett, CAO  
Rebecca Purdy, EA  
Bill Crossman, Fire Chief

Mayor Hallee called the meeting to order at 11:00 AM. This meeting, which was called in order for Council to consider entering into an agreement for the provision of fire protection services to the County of Cumberland, had not been advertised in advance, as there had not been sufficient time to do so.

**1. Waive Notice of Meeting**

**Moved by Councillor Fawthrop, seconded by Councillor Angel that Council agree to waive any and all notice required under the *Municipal Government Act* or any Town of Amherst Policy or By-Law, with respect to the timing of this meeting.**

**MOTION CARRIED**

**2. Approval of Agenda**

**Moved by Deputy Mayor Rhindress, seconded by Councillor Fawthrop that the Agenda be approved.**

**MOTION CARRIED**

**3. Fire Protection Services**

**1) Rescind Motion of February 1, 2008**

**Moved by Deputy Mayor Rhindress, seconded by Councillor Fawthrop that Council rescind the motion made at its February 1, 2008 Special meeting, which stated:**

**"That the Town of Amherst stand firm with its offer of \$173,810 for operating plus the County capital amount of \$12,622 for a total of \$186,432 per year, and further, that the offer be left open to the County that, should they wish to buy our fire protection services at any time, they may do so at this price."**

**MOTION CARRIED**

**2) Enter into Agreement with the Municipality of the County of Cumberland**

**Moved by Councillor Chitty, seconded by Councillor March that Council enter into an agreement with the Municipality of the County of Cumberland for the provision of fire protection services, and authorize the Mayor and CAO to sign on behalf of the Town of Amherst.**

**MOTION CARRIED**

On motion by Deputy Mayor Rhindress the meeting adjourned at 11:15 AM

**APPROVED:**

Gregory D. Herrett, CA  
Chief Administrative Officer

Jerry Hallee  
Mayor

This Agreement made this 20th day of March, 2008

BETWEEN:

**THE MUNICIPALITY OF THE COUNTY OF CUMBERLAND,**  
A municipal corporation in the Province of Nova Scotia

(hereinafter called "the County")

OF THE FIRST PART

- and -

**THE TOWN OF AMHERST**

A municipal corporation in the County of Cumberland and Province of Nova Scotia

(hereinafter called "the Town")

OF THE SECOND PART

**WHEREAS** the County has requested and the Town agrees to provide fire protection services within a defined geographic area of the County as further defined and set out in Schedule "A" to this Agreement;

**NOW THEREFORE THIS AGREEMENT WITNESSETH** in consideration of the mutual covenants contained herein, the parties covenant and agree as follows:

1 DEFINITIONS

- 1.1 "County Coverage Area" – is that area for which the Amherst Fire Department has responsibility for providing fire protection services. It is graphically represented in Schedule "A" as the area bounded by a broken line.
- 1.2 "Box 2 – County Area" – is that area which is graphically represented in Schedule "A" as the area bounded by a line of dots and dashes.
- 1.3 "Initial Full-Time Response" – is an emergency call which is initially responded to by the two paid firefighters on call at the Amherst Fire Department unless they are attending/responding to another emergency when the call is received. Motor vehicle calls are specifically excluded from this definition.
- 1.4 "Basic Fire Protection" – fire protection that is provided when an emergency call is initially responded to by the Amherst Fire Department utilizing its volunteer fire fighting force. This does not include the "Initial Full-Time Response" defined above.
- 1.5 "Structure Fire" – any fire that occurs in a structure such as a residential or commercial structure, garage, storage building or barn.

2 TERM

2.1 This Agreement commences on the 1st day of April, 2008. The term of the agreement is for fifteen (15) years, expiring on March 31, 2023.

3 TERMINATION

3.1 Neither party shall be able to withdraw during the term of the agreement. The agreement will be will be automatically extended year to year beyond the initial terms of the agreement unless either party has given at least 24 (twenty four) months written notice to the other of its intention to withdraw.

4 CONSIDERATION

4.1 The County shall pay the Town the sum of One Hundred and Forty-Seven Thousand dollars (\$147,000) annually (the annual amount) in equal regular monthly payments. The annual amount shall be adjusted in each year subsequent to the initial year of the agreement on the 1st of April by a percentage based on the annual average increase in the consumer price index (CPI) for Nova Scotia for the preceding calendar year, (the base for CPI NS shall be calendar 2007), i.e. 2009/10 contribution shall be based on the annual average change in CPI NS, calculated by Statistics Canada for the period of January 1, 2008 to December 31, 2008 times \$147,000.

4.2 The annual amount, as calculated above, includes operations and capital costs. No future claims will be made during the term of the agreement, except as provided for below.

4.3 Should a change in provincial and/or federal regulation or Fire Underwriters Survey Standards which impacts the operational or capital cost of providing the service in the "County Coverage Area" occur, the parties agree that they will meet and determine an appropriate increase in the annual amount to address such change. These associated costs will be cost shared at the ratio of the County's contribution as a percentage of the overall operating budget for the Amherst Fire Department excluding hydrant rental costs (water supply cost transferred to the Amherst Water Utility). Should the parties not be able to agree on the amount of an appropriate increase in the annual amount, the matter shall be submitted to arbitration in accordance with the provisions of paragraph 10 of this agreement.

## 5 SERVICE LEVEL

5.1 Except as otherwise specified in this agreement, the level of service provided shall generally be of the same quality that has been provided to date by the Amherst Fire Department. The Town, in cooperation with neighboring rural fire departments for the supplementary supply of water only, will maintain the current Fire Underwriters Survey Ratings for the "County Coverage Area" at the same level as is currently provided. The Town agrees to participate in exercises with County fire departments from time to time to obtain and maintain Superior Water Shuttle Accreditation in the "County Coverage Area". The County recognizes the need for the cooperation of the surrounding County fire departments to maintain the Superior Water Shuttle Accreditation.

## 6 SERVICE COVERAGE

6.1 Subject to the provisions of the paragraphs that follow, the Town will respond to emergency calls in the "County Coverage Area", as defined in Paragraph 1, for which they are trained, in the same manner as they would within the boundary of the Town of Amherst

6.2 The County acknowledges and accepts the fact that not all volunteer members of the Amherst Fire Department have personally agreed to respond to calls outside the boundary of the Town of Amherst however, the Town agrees that the Amherst Fire Department will respond in numbers sufficient to address the emergency at hand.

6.3 The Town agrees to provide basic fire protection to the "County Coverage Area" as defined in Paragraph 1. In addition to basic fire protection the Town agrees to provide an "Initial Full-Time Response", as defined in Paragraph 1, when responding to a "Structure Fire" in the "County Coverage Area".

6.4 The Town will continue to provide the same level of response to motor vehicle calls as it has in the past; that is (1) RESCUE / EXTRICATION CREW and (2) PUMPER CREW. This does not, and has not to date, included an "Initial Full-Time Response". For clarity, motor vehicle calls are responded to in this manner due to the specific training of the personnel responding and the specific equipment configuration of the apparatus responding.

6.5 The Town will continue to provide HAZMAT services in the same manner and under the same arrangement as it has to date. The County will continue its present relationship with the Special Hazardous Response Unit (SHRU), currently headquartered in Bible Hill, Colchester County.

6.6 The Town further agrees that beyond basic fire protection services it will provide "Initial Full-Time Response" to all calls with the exception of grass fires and motor vehicle calls in the "Box 2 – County Area" as defined in Paragraph 1.

6.7 The current emergency response protocol employed by the Amherst Fire Department is attached at Appendix "B". For greater clarity, it is understood that this protocol is in effect at the time of signing this agreement but, changes to this protocol shall be at the sole discretion of the Chief of the Amherst Fire Department who shall be responsible for delivering the service contemplated under this agreement. The Chief of the Amherst Fire Department will notify the County immediately of any changes in the protocol.

