

**Minutes of a Special Meeting of Amherst Town Council  
Held in Council Chambers, E. D. Fullerton Municipal Building  
Wednesday, September 3, 2008 at 3:40 PM**

**PRESENT:** Mayor Jerry Hallee  
Deputy Mayor Terry Rhindress  
Councillor Robert Angel  
Councillor George Baker  
Councillor Ed Chitty  
Councillor Dale Fawthrop  
Councillor David March  
Greg Herrett, CAO  
Rebecca Purdy, Executive Assistant

**1. CALL TO ORDER**

Mayor Hallee called the meeting to order at 3:40 PM

**2. APPROVAL OF AGENDA**

**Moved by Councillor March, seconded by Councillor Baker to approve the agenda as distributed.**

**MOTION CARRIED**

**3. NEW BUSINESS**

**3.1 Approval of Cooperation Agreement**

**Moved by Councillor Fawthrop, seconded by Councillor Angl to approve the Cooperation Agreement between the Town of Amherst and the Municipality of the County of Cumberland.**

**MOTION CARRIED**

## **COOPERATION AGREEMENT**

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**BETWEEN: The Town of Amherst**

**AND: The Municipality of the County of Cumberland**

(referred to as the "Parties")

WHEREAS the above local governments have the legislated authority to enter into an agreement for the purposes of sharing resources, expertise, risk and benefits associated with cooperation efforts on behalf of their respective communities.

WHEREAS the above parties believe it is in the public interest to pursue cooperation;

AND WHEREAS the above parties feel it is important to provide a framework to guide cooperation in the areas of:

- Agreeing on general **principles** (Section 1) to guide organizational member behaviours;
- Agreeing on **goals and objectives** (Section 2) to guide committee decision making;
- Facilitating effective **communication** (Section 4) between the parties;
- Selecting suitable service **Issues** (Section 5) for cooperation;
- Following a **process** (Section 6) to pursue and monitor specific areas for cooperation; and
- Identifying general **conditions** (Section 7) to guide cooperation efforts.

NOW THEREFORE, the above parties wish to recognize the public benefit, mutual interests and their spirit of fellowship by entering into a Cooperation Agreement establishing a Joint Cooperation Committee with the following considerations.

**1.0 PRINCIPLES**

The parties agree to the following principles to guide cooperation efforts:

- 1.1 To pursue a relationship based on **trust** such that issues arising will be dealt with in a timely manner by focusing on the issue rather than the individuals involved;
- 1.2 To seek areas of **mutual needs & interest** for the sharing of information and possible collaboration by facilitating regular avenues of communication;

- 1.3 To acknowledge the **diverse ways** that the parties can cooperate through:
  - communication processes that improve information flow and understanding;
  - contracted services by a party(s) with another party(s); and
  - a service authority created by the parties to oversee a service;
- 1.4 To **respect** respective jurisdictional interests by acknowledging that both parties may not be interested in every cooperation initiative;
- 1.5 To promote **good relations** with other governments to effectively deal with issues and coordinate activities;
- 1.6 To create enhanced **public awareness** of and involvement in the municipalities' shared interests and benefits of cooperation while respecting the different needs of its communities;
- 1.7 To develop **consultative processes** to ensure effective communication in areas of overlapping jurisdiction;
- 1.8 To ensure opportunities for **dialogue** to encourage understanding, cooperation and problem solving; and
- 1.9 To identify areas of mutual interest for the **coordination** of activities and/or resources among citizens and organizations.

## 2.0 GOALS & OBJECTIVES

The parties agree that the goals and objectives of the Memorandum of Agreement are:

- 2.1 Overall community viability and sustainability
- 2.2 Maximize service delivery efficiency;
- 2.3 Avoid duplication of effort;
- 2.4 Make decisions to benefit both communities;
- 2.5 Facilitate communication and cooperation;
- 2.6 Recognize each other's diverse needs;
- 2.7 Develop mutual understanding and trust
- 2.8 Overcome fear of loss of control over services
- 2.9 Make the area a better place to live.

## 3.0 MEMBERSHIP

Membership of the Cooperation Committee will consist of:

- 3.1 The Interim Chair – from Service Nova Scotia and Municipal Relations
- 3.2 The Chief Administrative Officers
- 3.3 The Mayor and Warden
- 3.4 Three additional Councillors representing each municipality.

## 4.0 COMMUNICATION

The parties agree to the following activities to promote effective communications among the parties:

- 4.1 The **Chief Administrative Officers** (CAO) of each party are responsible to:
  - Coordinate cooperation efforts at the staff level
  - Communicate with the other CAO's of Cumberland County
  - Communicate with staff of their respective municipality
- 4.2 The **Chief Elected Officials** (CEO – Mayor/Warden) of each party are responsible to:
  - Coordinate cooperation efforts at a political level;
  - Co-Chair the Cooperation Committee when the Interim Chair's responsibilities been completed
  - Be the spokesperson with respect to cooperation efforts.

4.3 The **Joint Council Cooperation meetings** are:

- To be held the first Wednesday of each month at 3:00 pm
- In camera meetings for information sharing and communication on the progress of committee initiatives
- To examine new issues areas for cooperation;
- To be hosted by the parties on an alternating basis;
- To highlight aspects of an existing service and/or service authority.

4.4 It is intended that the **Cooperation Committee Meeting Agenda** will be:

- Coordinated by the CAOs;
- Developed through a notice to the members of all parties for input;
- Agreed to by the Warden and Mayor; and
- Circulated to all members with relevant information five days before the meeting.

4.5 The **Interim Chair** is responsible:

- To chair Cooperation Committee Meetings;
- To assist in the development of agendas for Cooperation Committee meetings
- To be the Committee spokesperson on questions of fact

## 5.0 COOPERATION ISSUES

The parties agree to the following guidelines to assess Issues for cooperation:

5.1 The **cooperation criteria** (Appendix 1) are intended to be used to:

- Evaluate the success likelihood of a potential candidate for cooperation;
- Discuss expectations of the parties;
- Identify the requisite conditions for success at the start of an initiative; and
- Explore the actions required to sustain the initiative.

5.2 **Cooperation Issues** will be:

- Identified by Committee members;
- Prioritized by the cooperation committee;
- Assigned resources to evaluate the candidate;
- Analyzed by resources assigned;
- Evaluated by the cooperation committee;
- Referred to a joint meeting of Councils with a recommended course of action; and
- Referred to separate Council meetings

## 6.0 EVALUATION, IMPLEMENTATION & MONITORING RESULTS

The parties agree to the following steps for evaluating, implementing and monitoring results of cooperation initiatives:

6.1 The evaluation will include:

- Potential risks and rewards
- Costs and revenues of implementing the candidate
- Identification of critical success indicators to be achieved
- How the candidate will contribute to the goals and objectives of the Cooperation Agreement
- Implementation steps
- May include preparation of a draft services agreement.

6.2 The parties formally commit to a cooperation initiative by way of a service agreement that is:

- Reviewed by legal counsel on behalf of both or each party as determined by the parties;
- Ratified by a resolution by the respective parties.

6.3 In addition to regular agreement provisions, the cooperation contract must include **implementation considerations** such as:

- Designation of the lead party designate(s) responsible for implementation;
- Success indicators and desired results to evaluate the initiative;
- Regular liaison with the service authority (as appropriate) to promote good communications;
- Sharing of financial resources and other organizational resources;
- Terms of reference for the service authority as appropriate;
- Target dates to regularly monitor the implementation of the contract; and
- Timeframes to assess the effectiveness and continuation of the contract.

## 7.0 CONDITIONS

7.1 Should both parties agree this agreement may be **terminated** with thirty (30) days notice.

7.2 Should one of the parties suggest termination of the agreement the parties will obtain the services of a facilitator/mediator to assist the parties in addressing differences

7.3 Should the facilitation/mediation process fail to resolve the situation a majority vote of Council is required to withdraw from the Cooperation Agreement with termination effective one (1) year from the date of Council approval;

7.4 Correspondence referred to in the Cooperation Agreement shall be **delivered in writing** to:

THE MUNICIPALITY  
c/o Rennie Bugley, CAO

\_\_\_\_\_  
\_\_\_\_\_  
Email:  
Telephone: (902) 667-2313  
Facsimile: (902)

THE TOWN  
c/o Greg Herrett, CAO

\_\_\_\_\_  
\_\_\_\_\_  
Email:  
Telephone: (902) 667-3352  
Facsimile: (902)

7.5 Nothing in this Cooperation Agreement shall be construed as to fetter the legislative discretion of the Parties within their respective jurisdiction or to oblige any party to pursue an action, the application of any laws, statutory or otherwise.

7.6 It is acknowledged that the spirit of this Cooperation Agreement will be reflected in each of the Party's best efforts rather than any enforceable obligations to implement its terms and conditions.

As evidence of their agreement to the above terms, the parties have executed this Agreement as set out below:

ASSENTED TO THIS \_\_\_ DAY OF \_\_\_\_\_ 2008 BY:

Warden Keith Hunter  
**THE MUNICIPALITY OF THE  
COUNTY OF CUMBERLAND**

Mayor Jerry Hallee  
**THE TOWN OF AMHERST**

## Appendix 1

### COOPERATION ISSUES REVIEW CRITERIA

The following criteria provide prompts to discuss and assess the suitability of existing or proposed services as potential Issues for cooperation between the municipalities.

CRITERIA	NOTES		
	High	Medium	Low
Does it contribute to strategic goals?	Both Parties	One Party	Uncertain
Will it save money?	Current Budget	No Saving/ No Cost	Reduce Future Cost
How will it impact service delivery?	Enhance Delivery	Maintain	New Function
Is the service critical?	Essential/ Legislated	Important	Discretionary/Opti onal
Is there a positive track record?	Positive Experience	Uncertain	Negative Experienced
What areas are affected?	All of Region	Partial Regional	Specific Area
Will the public support change?	Visible and Strong	Neutral	Uncertain
Does it leverage third party resources?	Ready & Waiting	Potential Exists	Uncertain
Is the public a factor for implementation?	Invisible	Visible/ Simple	Visible/ Complex
What kind of resources are expected?	In Kind	Cash/ In Kind	Cash
Does it help access skills & knowledge?	Fill Critical Void	Create Synergies	Save Time
Will it increase revenues?	Yes	Potentially	Unsure/No

### 3.2 Approval of Issues for Cooperation

Moved by Councillor Chitty, seconded by Councillor March to approve the two lists of Issues for Cooperation.

MOTION CARRIED

**COUNTY OF CUMBERLAND / TOWN OF AMHERST**  
**SERVICE COOPERATION CANDIDATES**  
**PRIORITY LIST 1**

- Inter-Municipal Planning Strategy
- Recreation Programming (Existing)
- Purchasing
- Payroll
- Fire Training
- EMO
- Fire Inspection
- Building Inspection
- Benefit Administration
- Tax Billing / Collection
- I/T Support

**COUNTY OF CUMBERLAND / TOWN OF AMHERST**  
**SERVICE COOPERATION CANDIDATES**  
**PRIORITY LIST 2**

- Recreation Facilities (Existing)
- Wastewater Treatment
- Wastewater Collection
- Water
- Recreation Facilities (New)
- Recreation Programming (New)

### 3.3 Approval of Media Release

Moved by Councillor Chitty, seconded by Deputy Mayor Rhindress to approve the Joint Media Release.

MOTION CARRIED

**Municipality of Cumberland / Town of Amherst**  
**JOINT MEDIA RELEASE**

TO: Amherst Daily News      [dcole@amherstdaily.com](mailto:dcole@amherstdaily.com) & [bworks@amherstdaily.com](mailto:bworks@amherstdaily.com)  
 CKDH Newsroom            [ckdh@ckdh.net](mailto:ckdh@ckdh.net)  
 Tantramar Community Radio [gdegannes@cumberlandcounty.ns.ca](mailto:gdegannes@cumberlandcounty.ns.ca)  
 Chronicle Herald            [tmccoag@herald.ca](mailto:tmccoag@herald.ca)

**FOR IMMEDIATE RELEASE**

**DATE:            September 3, 2008**

The Town of Amherst and the Municipality of the County of Cumberland took some concrete steps down the path to municipal cooperation today with the signing of a "cooperation agreement." The broad agreement makes statements on the principles, goals and objectives of the cooperation initiative. As well, it sets out processes for communication on issues between the two units and for the identification, analysis and evaluation of areas for cooperation between the two units.

In addition to coming to an agreement on the ground rules, the two Councils have also agreed on an initial set of priorities. The CAO's from the two units have been tasked with reviewing the lists and assigning the necessary resources to move on to the analysis stage. The agreement and the potential areas for cooperation are attached to this release. Agreements on specific service areas as they come forward will be subject to formal approvals by each of the Councils.

Representatives from the County and the Town have been meeting at the committee level over the summer months with the assistance of officials from Service Nova Scotia and Municipal Relations.

Warden Keith Hunter said that he was “very pleased with the progress made thus far on the cooperation issue.” “I’m very excited at the potential benefit for our region” he said. “This just makes so much sense” said Amherst Mayor Jerry Hallee. “While there is much work to be done, we owe this to our citizens to at least be having this conversation” he added.

The Joint Cooperation Committee is comprised of Mayor Hallee and Warden Hunter, as well as Councillors John Kellegrew, Ernest Gilbert and Gerald Read of Cumberland County, and Councillors Ed Chitty, George Baker and David March from the Town of Amherst. Municipal Advisor Mark Peck of Service Nova Scotia and Municipal Relations is the Interim Chair. Amherst CAO Greg Herrett and County CAO Rennie Bugley round out the committee.

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<b>Direct enquiries to:</b>	Warden Keith Hunter Municipality of the County Cumberland 902-667-2313	Mayor Jerry Hallee Town of Amherst  902-667-6510
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#### 4. ADJOURNMENT

**On motion by Deputy Mayor Rhindress, the meeting adjourned at 3:45 PM**

#### APPROVED:

Gregory D. Herrett, CA  
Chief Administrative Officer

Jerry Hallee  
Mayor

**Special Meeting of Amherst Town Council**  
**E. D. Fullerton Municipal Building**  
**Wednesday, September 3, 2008**

**AGENDA**

1. Call to Order
2. Approval of Agenda
3. New Business
  - 3.1 Approval of Cooperation Agreement
  - 3.2 Approval of Issues for Cooperation
  - 3.3 Approval of Joint Media Release
4. Adjournment