

This Amending Agreement dated the 6th day of February, 2014.

BETWEEN:

TOWN OF HIGH LEVEL

A municipal corporation
In the Province of Alberta
(referred to as the “Town”)

- and -

MACKENZIE COUNTY

A municipal corporation
In the Province of Alberta
(referred to as the “County”)

WHEREAS:

- A. The Parties have entered into that Regional Service Sharing Agreement made effective on August 26, 2009 (the “RSSA”) respecting the joint and regional provision of services by both the Town and the County to each other;
- B. The RSSA contemplates a periodic review by the Town and the County from time to time;
- C. The County and the Town wish to clarify certain terms of the RSSA;
- D. In addition, the RSSA contemplates the expansion of a water line to the south from the existing Town boundary;
- E. The County wishes to Construct a new water line from the southern border of the Town;
- F. The Parties also wish to clarify the nature of the water supply by the Town to the County on the High Level Rural (South) Line; and
- G. The Town and the County have agreed to amend the RSSA in accordance with the herein terms and conditions.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the payment of the sum of Ten (\$10.00) Dollars by each Party to the other and of the premises and the mutual agreements and conditions herein contained (the receipt and sufficiency of which is hereby acknowledged by all of the parties hereto), the Parties hereby agree as follows:

- 1. In this Amending Agreement, all capitalized words that are not otherwise defined below, have the same meaning as ascribed to them in the RSSA. If capitalized words that are not

defined in the RSSA, these capitalized terms shall have the described meaning as defined below:

- (a) **“Footner Potable Water Line”** means the approximately eleven (11) kilometers of 150 mm diameter potable (treated) water pipeline from the northern boundary of the Town up to the reservoir at the High Level Airport, including the water meter. For greater clarity, the eleven (11) kilometers of 250 mm diameter raw water pipeline, the meter and related appurtenances running from Footner Lake to the northern boundary of the Town, and any portable meter reading devices owned by the Town, are excluded from this definition.
- (b) **“High Level Rural (North) Connection Point”** means that connection point of the Footner Potable Water Line with the Town Water Infrastructure as illustrated on Schedule “K”;
- (c) **“High Level Rural (South) Connection Point”** means that connection point of the High Level Rural (South) Line with the Town Water Infrastructure, as illustrated on the attached Schedule “N”;
- (d) **“High Level Rural (South) Line”** means that approximately 11 kilometers 150 mm diameter potable (treated) water pipeline to be constructed from the southern boundary of the Town to the Ainsworth OSB plant;
- (e) **“Town Neighbourhood Parks”** means the following parks located within the Town of High Level:
 - (i) Canfor Park;
 - (ii) Bjornson Park;
 - (iii) Dragonfly Park; and
 - (iv) 103 St Park
- (f) **“Town Trailways”** are those trailways set out in the Town’s Pedestrian Plan as approved by Town Council; and
- (g) **“Water Rate”** means that rate that the Town shall charge the County for the Town’s provision of water to the County. That rate may be amended from time to time upon the Town completing a review of the rate according to the principles set out in the American Water Works Association.

2. The RSSA is amended by:

- (a) Adding the following section as a new Article 6.7:

"6.7 The Town recognizes and agrees that the County has numerous obligations imposed upon it in the Agreement for the responsibility to pay a proportionate share of capital costs on certain

capital projects. Accordingly, the Town agrees that it shall prepare three (3) year capital plans and shall provide same to the County, with the Town providing its three (3) year capital plan for the first time for the 2014-2017 period. The Town shall provide the three (3) year capital plan for subsequent years following its adopting by Town Council.

The County recognizes and agrees that the Town has the right to amend these three (3) year capital plans, from time to time and as such, the Town shall provide notice to the County as soon as possible, of the amended three (3) year capital plan."

(b) Deleting Article 7.9 in its entirety and replacing it with the following:

"7.9 Subject to article 7.10, the County agrees to pay twenty percent (20%) of any Capital Expenditures required for Town Recreational Facilities during the Term or any renewal of this Agreement, except Capital Expenditures for Town Neighbourhood Parks and Town Trailways."

2. The RSSA is amended by:

(c) Deleting Section 9.22 in its entirety and replacing it with the following:

9.22 Subject to article 9.32 - 9.38, the Town agrees to provide Water Service to the County in accordance with the following terms and conditions:

- (a) **Water Pressure:** The Town shall provide water at the High Level Rural (North) Connection Point and the High Level Rural (South) Connection Point at a minimum pressure of 400 kPa;
- (b) **Volumes of Water Supply:** The Town shall provide water to the High Level Rural (South) Connection Point;
 - (i) in volumes no less than 500 cubic metres of water per day;
 - (ii) in substantially the same quality as the Town produces the water from its water treatment plant; and
 - (iii) shall use its best efforts to avoid activities which would put it in the position of being unable to

supply the County with the quantity of water as referenced herein;

- (c) Deleting article 9.23 in its entirety and replacing it with the following:

“9.23 The Town shall charge the County the same rate as it charges to its own ratepayers. The County agrees to charge its ratepayers at a rate no less than what the Town charges to its residential and non-residential users respectively.

- (d) Deleting article 9.25 in its entirety and replacing it with the following:

“9.25 The Town shall provide the County with written notice of any changes to the Water Rate for Water Services by providing no less than ninety (90) days’ notice prior to implementation. The notice shall provide a calculation and an explanation stating the reasons for the increase in the Water Rate.”

- (e) Deleting Section 9.47 and replacing it with the following:

"9.47 If the Town declares the need for water rationing, the Town shall proportionately enforce water rationing on both the Town and the County in equal proportion to the water volume being provided to both the Town and the County. The County shall similarly impose and enforce water rationing on the County residents should the Town declare water rationing."

- (f) Deleting Article 10.2 in its entirety and replacing it with the following:

"10.2.a. The County recognizes and agrees that the Town shall not be obligated to respond to a Fire Call from the Fire Service Area where, in the opinion of the Town's Fire Chief or his designate, the Town 's capacity to respond to a Fire Call for Emergency , Rescue Services and Fire Suppression, is limited.

10.2.b. The Town’s Fire Chief or his designate shall exercise his professional judgment in determining the priority of response to a Fire Call and the resources to be sent to that Fire Call. Should there be calls from within the Town and from within the Fire Service Area at the same time, he shall respond to the Fire Call he determines has the highest priority, whether this Fire Call originated from within the Town or from within the Fire Service Area.

- (g) Deleting Article 10.9 in its entirety and replacing it with the following:

“10.9 The Town shall invoice the County for responding to Fire Calls within the Fire Service Area in accordance with the following table:

Item	2014	2015	2016	2017	2018
Pumper	\$200/hr	\$204/hr	\$208.08/hr	\$212.24/hr	Rates to be set by agreement
Aerial	\$200/hr	\$204/hr	\$208.08/hr	\$212.24/hr	Rates to be set by agreement
Tanker	\$200/hr	\$204/hr	\$208.08/hr	\$212.24/hr	Rates to be set by agreement
Rescue	\$200/hr	\$204/hr	\$208.08/hr	\$212.24/hr	Rates to be set by agreement
Command	\$100/hr	\$102/hr	\$104.04/hr	\$106.12/hr	Rates to be set by agreement
Wild Land Unit	\$200/hr	\$204/hr	\$208.08/hr	\$212.24/hr	Rates to be set by agreement
Consumables	Cost + 15%	Cost + 15%	Cost + 15%	Cost + 15%	Rates to be set by agreement
Contracted services	Cost + 15%	Cost + 15%	Cost + 15%	Cost + 15%	Rates to be set by agreement
Manpower	\$50/hour	\$51/hour	\$52.02/hr	\$53.06/hr	Rates to be set by agreement

(h) Deleting Article 10.10 in its entirety.

(i) Adding the following section as a new Article 10.30:

"10.30 The Town shall provide the County with an annual report that indicates the location and the number of Fire Calls that have originated within the Fire Service Area. This report shall itemize responses for provincial highway responses, Alberta Environment and Sustainable Resource Development responses and responses for residents and businesses located within the Fire Service Area."


(j) Deleting Schedule "K" and inserting the attached schedule "K"; and

(k) Adding the attached Schedule "N".

3. The amendments contained in this Amending Agreement come into effect on February 6th, 2014.
4. Except to the extent that the RSSA is specifically amended hereby, the RSSA remains in full force and effect with such changes as are necessary to give effect to this Amending Agreement.

IN WITNESS WHEREOF the Parties have executed this Amending Agreement as of the date first above written.

TOWN OF HIGH LEVEL

Per: 

Per: 

MACKENZIE COUNTY

Per: 

Per: 