

THIS REGIONAL SERVICE SHARING AGREEMENT
MADE EFFECTIVE THE 1st DAY OF JANUARY, 2021

BETWEEN:

TOWN OF HIGH LEVEL,
a Municipal Corporation,
in the Province of Alberta,
("the Town")

– and –

MACKENZIE COUNTY
a Municipal Corporation,
in the Province of Alberta,
("the County")

RECITALS

WHEREAS:

The Parties agree that having an agreement to address regional service sharing will benefit citizens of both municipalities and the region as a whole, through the sharing of services and costs of those services;

The Parties recognize that ongoing sustainable development and economic growth may be facilitated by the sharing of services and that duplicate services do not benefit either municipality;

The Town and the County entered a Regional Service Sharing Agreement (the "Previous Agreement") in effect from August 26, 2009;

The Previous Agreement addressed the provision of recreational services, Airport services, water services, and Fire services, and cost sharing for those services between the Town and the County, in addition to other matters;

The Town and the County entered an Intermunicipal Collaboration Framework ("ICF") as required by section 708.28(1) of the Act with an effective date of October 26, 2020;

Section E(2) of the ICF provides that, among other services, the following services will be provided on an intermunicipal basis: Airport services, emergency services (which include Fire services), water services (the provision of potable water supplied by the Town to County residents in the ICF service area and the Norbord (now West Fraser) mill;

The Previous Agreement expired on December 31, 2020, and was extended by agreement of the Parties to January 13, 2021;

The Parties engaged in negotiations and mediation and were able to reach an agreement the terms of which are included in this Agreement and the Parties wish the Agreement to have an effective date of January 1, 2021 for ease of administration;

The Parties agree to continue to share recreational services for the benefit of their citizens;

The Parties agree that the Airport benefits both Parties and that the Town is able to operate the Airport;

The County agrees to support the Town's application to annex the Airport Lands in accordance with the terms and conditions of this Agreement;

The Town operates a Volunteer Fire Service and will continue to provide services to the Fire Service Area under the terms and conditions defined by this Agreement;

The Parties will enter separate agreements to deal with provision of potable water supplied by the Town to County residents north and south of the Town;

The Parties will amend their Inter-municipal Development Plan and Intermunicipal Collaboration Framework to achieve orderly land use growth to the benefit of both municipalities, and will make amendments as needed for the benefit of both municipalities as contemplated by the principles in this Agreement; and

The Town and County shall make amendments to the Inter-municipal Plan and Inter-municipal Collaboration Framework as needed for the benefit of both municipalities, including amendments to protect Footner Lake, its tributaries and outflows.

THE PARTIES AGREE AS FOLLOWS

ARTICLE 1 DEFINITIONS AND INTERPRETATION

Definitions

1.1. In this Agreement:

- a. "Act" means the *Municipal Government Act*, R.S.A., 2000, c.M-26;
- b. "Airport Lands" means those parcels of land legally described as:

9821131; 1
9821131; 2
9821131; 3
9821131; 4
0821345; 1; 1
9821131; 6
9821131; 7
9821131; 8
9821131; 9

Containing 339.59 acres more or less, excepting thereout Subdivision Plan 0821345 containing 0.16 acres more or less;

- c. "Airport" means the Town of High Level Airport;
- d. "Ambulance Services" means the provision of life support, pre-hospital care and transportation to a receiving facility by ambulance;
- e. "Annexation Area" means that area of land proposed for annexation to the Town described in article 5.0 and Schedule "C";
- f. "Capital" means tangible capital assets as defined in the CICA Public Sector Accounting Board handbook, Section 3150;
- g. "Capital Expenditures" means tangible capital assets as defined in the CICA Public Sector Accounting Board handbook, Section 3150;

- h. "Chief Administrative Officer" has the meaning attributed to it in section 1(1) of the Act;
- i. "Chief Elected Official" has the meaning attributed to it in section 1(1) of the Act;
- j. "Confidential Information" means has the meaning attributed to it in article 14.2;
- k. "County" includes Mackenzie County, all County officers, employees, agents, servants, and authorized contractors; or the area within the boundaries of the County, as the context requires, but does not include the Towns Villages or First Nations which are located within the boundaries of the County;
- l. "County Recreational Facilities" means the arenas, County-run campgrounds, ball diamonds, playgrounds and parks located within the County;
- m. "County Recreational Services" means the recreation programs offered by the County as it, in its sole discretion, may make available from time to time;
- n. "County Resident" means any person whose normal place of residence is within the Country;
- o. "Development Authority" has the meaning attributed to it in section 616 of the Act;
- p. "Emergency" means a sudden unexpected happening or unexpected occasion for action; events or unexpected occasions requiring trained firefighters to use their skill and judgment in the application of firefighting and rescue equipment and techniques to manage or properly extinguish fires and to provide emergency rescue services;
- q. "Fire Call" means each occasion on which the Town responds to a request within the Fire Service Area to provide Emergency, Fire Suppression or Rescue services;
- r. "Fire Consumables" includes those items used by the Town in responding to a Fire Call in the Fire Service Area, including but not limited to foam, HazMat pads, fuel and the replacement of any items used in fire fighting which were damaged or destroyed by the fire;
- s. "Fire Fighter" means a person employed or otherwise retained by the Town to provide or facilitate the provision of Emergency, Fire Suppression or Rescue services on behalf of the Town and includes a person performing the duties of a fire operator on a volunteer basis;
- t. "Fire Service" means Emergency, Rescue Service and Fire Suppression;
- u. "Fire Service Area" has the meaning attributed thereto in article 4.1;
- v. "Fire Suppression" means the attendance at a fire or dangerous goods incident located in the Fire Service Area by the Town fire crew and equipment for the purpose of making a reasonable attempt to extinguish the fire;
- w. "Incident Report" means a written report setting out the particulars of a response to a request for assistance made within the Fire Service Area;
- x. "Inter-municipal Development Plan Area" is the area identified in Schedule "A";
- y. "Party" means the Town or the County;
- z. "Property" has the meaning attributed to it in section 284(1) of the Act;
- aa. "Pumper" means a motorized vehicle designed to transport fire fighters to the scene of a fire and provide the necessary fire suppression equipment for extinguishment and equipped with a major pump, water tank, ground ladders and hose body;

- bb. "Renewal Term" is the term for which this Agreement is renewed in accordance with article 3.6;
- cc. "Rescue Service" means rescue extraction from motor vehicle accidents along Highways 35 and 58 in the Fire Service Area;
- dd. "Rescue Vehicle" means a vehicle to transport fire fighters and equipment for rescue purposes, typically motor vehicle accidents;
- ee. "Reservoir Lands" means the lands where the Town's reservoir is located. For clarity, the Reservoir Lands are legally described as 7721915; 1
- ff. "Substantial Breach" means an event in which the Town stops providing one or more of the services over 90 days or the County is in arrears over 90 days;
- gg. "Tanker Unit" means a vehicle to transport water to a Fire Call or Emergency scene;
- hh. "Term" has the meaning attributed thereto in article 3.1;
- ii. "Town Cemetery" means the cemetery legally described as 4227RS; OT
- jj. "Town Recreational Facilities" means the R.E. Walter Memorial Aquatic Center, High Level Sports Complex, and the ball diamonds, playgrounds and parks located within the Town or any future Town facility;
- kk. "Town Recreational Services" means the recreation programs offered by the Town as it, in its sole discretion, may make available from time to time;
- ll. "Town's Operating Costs" includes the Town's costs to provide or operate the Town Recreational Services, Family and Community Support Services, the Town Recreational Facilities, the Fire Department and the Airport;
- mm. "Town Resident" means any person whose normal place of residence is within the municipal boundaries of the Town;
- nn. "Town" includes all Town of High Level officers, employees, agents, servants, and authorized contractors or the area within the boundaries of the Town;
- oo. "Year" has the meaning attributed to it in section 284(1) of the Act;

Interpretation

- 1.2. Articles 1.2 through 1.11 apply to the interpretation of this Agreement.

Agreement not to be interpreted as fettering statutory duties

- 1.3. This Agreement is not to be interpreted as fettering any power granted to either Party by statute that the Party is required to exercise.
- 1.4. Both Parties warrant that they are authorized to enter into this Agreement and shall comply with the terms of this Agreement.

Headings

- 1.5. The captions and headings appearing in this Agreement are inserted merely to facilitate reference and shall have no bearing on the interpretation of its provisions.

Conflicts

- 1.6. If there is any conflict between the body of this Agreement and a Schedule forming part of this Agreement, the body of this Agreement shall govern over the Schedule.

Statute references

- 1.7. A reference to a statute or a regulation includes all amendments and substitutions made from time to time.

Inclusive terminology

- 1.8. “Including” and “includes” means “including without limitation” and “includes without limitation” respectively.

Number

- 1.9. Words in the singular include the plural and words in the plural include the singular, unless the context requires otherwise.

Gender

- 1.10. Words importing gender include both genders, and words importing persons include natural persons, firms, partnerships, corporations and other entities.

Contra Proferentum

- 1.11. The “contra proferentum” rule shall not apply to the interpretation of this Agreement.

Schedules

- 1.12. The following Schedules form part of this Agreement:

Schedule	Description	Reference to Agreement
A	Inter-municipal Development Area	RSSA, IDP
B	Fire Service Area	RSSA, IDP
C	Annexation Area	RSSA, IDP and AA
D	Dispute Resolution Process	IDP
E	Tangible Capital Assets to be solely owned by Town of High Level as of date of this Agreement	RSSA
F	Formal Review Process	RSSA

Regional Service Sharing Agreement - RSSA
Inter-municipal Development Plan - IDP
Annexation Agreement – AA

2.0 ARTICLE 2 ACKNOWLEDGEMENTS AND EXCLUSIONS

Acknowledgements

- 2.1. The Parties acknowledge that:
- duplicate services do not benefit either the Town or the County;
 - shared services provide a sustainable solution for the delivery of services to County Residents and Town Residents;
 - the costs for the provision of shared services should be shared equitably between the Town and the County;

- d. a clear and concise Inter-municipal Development Plan benefits both the Town and the County by ensuring well planned areas for citizens, future economic growth and the planning of services to be provided to the area;
 - e. working cooperatively benefits both Parties.
- 2.2. The Parties agree that this Agreement does not apply to Ambulance Services or Medical First Response provided by the Town or the County and that each Party will remain responsible for the provision of Ambulance Services and Medical First Response to their own residents.
- 2.3. The Parties shall provide all services governed by this Agreement in accordance with all applicable laws.

3.0 ARTICLE 3 TERM AND TERMINATION

Basic term

- 3.1. Subject to article 3.2 and 3.3, the term of this Agreement is from January 1, 2021 to December 31, 2040.

Early termination

- 3.2. This Agreement shall terminate before the Term if, on account of a Substantial Breach of the other Party, a Party terminates this Agreement in accordance with the terms of this Agreement.

Termination Notice

- 3.3. Either Party may terminate this Agreement by providing five (5) Years notice to the other Party.

Rights on Termination

- 3.4. At the expiry of this Agreement at the end of the Term, or if this Agreement ends before the end of the Term by reason of a Substantial Breach by the County or if one Party provides notice of termination under article 3.3, the Town is not obligated to provide services to the County, including Town Recreational Services or Fire Services.

Other rights on termination

- 3.5. No Party has any right to damages upon the expiry of the Term or Renewal Term of this Agreement arising solely from the expiry of this Agreement.

Extension of Term

- 3.6. The Parties may extend this Agreement, or portion thereof, beyond the dates set out in article 3.1 by agreement in writing.

4.0 ARTICLE 4 AREA OF SERVICES

- 4.1. Subject to article 9.0, the Parties agree that the Fire Service Area governed by this Agreement is the area as identified in Schedule "B".

- 4.2. Any call for Emergency or Fire Service outside the Fire Service Area shall be considered a mutual aid call and subject to the terms of the agreement between the Parties for mutual aid.

Changes in the boundaries of the Town

- 4.3. Unless otherwise expressly agreed in writing, the Fire Service Area shall not be expanded as a result of an annexation by the Town.

5.0 **ARTICLE 5 ANNEXATION**

- 5.1. The County agrees that it will consent to the Town annexing the area of land as shown on Schedule "C" (the "Annexation Area") and that it will fully and unconditionally support the Town's annexation of the area of land shown in Schedule "C" and that it shall not seek, nor support any efforts to seek, to have any portion of the Annexation Area excluded from annexation to the Town.
- 5.2. The Parties agree that they will enter a separate annexation agreement.
- 5.3. The Parties agree that time is of the essence in completing the annexation agreement and will use their best efforts working diligently to complete an agreement regarding annexation as expeditiously as possible.
- 5.4. The Town and the County will be responsible for their own costs for preparing and reviewing the annexation agreement and attendance at a hearing before the Land and Property Rights Tribunal, if any is required.
- 5.5. The Town agrees to pay the costs for any third-party reports it requires to support its application for annexation.

6.0 **ARTICLE 6 FEES OR CHARGES TO COUNTY RESIDENTS OR TOWN RESIDENTS**

- 6.1. All fees or charges charged to County Residents or Town Residents for:

- a. Town Recreation Services;
- b. Access to Town Recreation Facilities;
- c. County Recreation Services;
- d. Access to County Recreation Facilities;
- e. Airport Services
- f. Emergency;
- g. Fire Suppression; or
- h. Rescue Services

are exclusive of any taxes, including Goods and Services Taxes (G.S.T.) applicable to any fees or charges.

7.0 **ARTICLE 7 RECREATIONAL SERVICES**

Access By County Residents

- 7.1. In recognition of the payments to be made by the County to the Town pursuant to this Agreement, during the Term and any Renewal Term, the Town shall permit County

Residents to access Town Recreational Services and Town Recreational Facilities in the same frequency and in the same manner as if County Residents were Town Residents.

- 7.2. County Residents shall pay the same user fees, charges or levies which the Town charges Town Residents for access to Town Recreational Services and Town Recreational Facilities.
- 7.3. County Residents shall have access to the Town Recreational Services and Town Recreational Facilities on the same terms and conditions as for Town Residents and shall not have priority to the Town Recreational Services and Town Recreational Facilities.

Access by Town Residents

- 7.4. During the Term and any Renewal Term, the County shall permit Town Residents to access County Recreational Services and County Recreational Facilities in the same frequency and in the same manner as if Town Residents were County Residents.
- 7.5. Town Residents shall pay the same user fees or charges which the County charges County Residents for access to County Recreational Services and County Recreational Facilities.
- 7.6. Town Residents shall have access to the County Recreational Services and County Recreational Facilities on the same terms and conditions as for County Residents and shall not have priority to the County Recreational Services and County Recreational Facilities.
- 7.7. The Parties agree that:
 - a. nothing in this Agreement requires the Town to provide Town Recreational Services or Town Recreational Facilities to County Residents if such Town Recreational Services and Town Recreational Facilities are not provided to Town Residents;
 - b. access to Town Recreational Services and Town Recreational Facilities may be denied to both Town Residents and County Residents for periods as determined by the Town in its sole discretion for such purposes including but not limited to maintenance, repairs, statutory holidays; special events or staffing constraints;
 - c. the Town shall be responsible for the ongoing evaluation, assessment and delivery of Town Recreational Services and the planning and development of new services in response to identified needs in the community;
 - d. the Town shall be responsible for establishing the amount of any user fees or charges for Town Recreational Services or Town Recreational Facilities.
- 7.8. The Parties agree that:
 - a. nothing in this Agreement requires the County to provide County Recreational Services or County Recreational Facilities to Town Residents if such County Recreational Services and County Recreational Facilities are not provided to County Residents;
 - b. access to County Recreational Services and County Recreational Facilities may be denied to both County Residents and Town Residents for periods as determined by the County in its sole discretion for such purposes including but

not limited to maintenance, repairs, statutory holidays; special events or staffing constraints;

- c. the County shall be responsible for the ongoing evaluation, assessment and delivery of County Recreational Services and the planning and development of new services in response to identified needs in the community;
- d. the County shall be responsible for establishing the amount of any user fees or charges for County Recreational Services or County Recreational Facilities.

8.0 ARTICLE 8 AIRPORT

- 8.1. The Airport is owned and operated by the Town and is on Airport Land.
- 8.2. The Town shall continue to operate and make all decisions regarding the operation of the Airport in its sole discretion.
- 8.3. Subject to article 10.0, until the effective date of the annexation of the Airport Lands to the Town, the County shall receive all Property taxes derived from lands and buildings on the Airport Lands and grants in place of taxes received from any government or government department, authority or crown agent on any lands and buildings on the Airport Lands.
- 8.4. The County shall not have any claim or right to any revenue received from the operations of the Airport.
- 8.5. In accordance with article 10.0, the County agrees that it will pass any necessary bylaws or bylaw amendments referred to in article 10.10, as they relate to the Airport and the Airport Lands.

County Residents' use of Airport

- 8.6. In recognition of the payments to be made by the County to the Town pursuant to this Agreement, during the Term and any Renewal Term, the Town shall permit County Residents to use the Airport as if County Residents were Town Residents.
- 8.7. County Residents:
 - a. shall pay the same user fees, charges or levies which the Town charges Town Residents for access to the Airport; and
 - b. are subject to the same rules and regulations governing use of the Airport as apply to Town Residents.
- 8.8. The County and the Town acknowledge the Inter-municipal Planning Commission is the Subdivision Authority and Development Authority for the Intermunicipal Development Plan Area, which includes the land around the Airport. The County and the Town agree to protect the land around the airport from land uses and developments that might interfere and conflict with the operation and future expansion of the Airport.

9.0 ARTICLE 9 FIRE

Fire Services inside the Fire Services Area

- 9.1. Provided that the County complies with the terms of this Agreement, upon receipt of a *bona fide* request by the County or a County Resident for Emergency, Rescue Services and Fire Suppression services, the Town shall provide, in the Fire Service Area, fire fighting personnel as available, while leaving the Town protected.
- 9.2. 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. For greater clarity, the Parties agree that a Fire Call from within the Town shall have priority over a Fire Call from the Fire Service Area or elsewhere in the County.

Conflicting Emergency Requirements

- 9.3. If at the time of a Fire Call from the Fire Service Area, the Town:
- a. is occupied with a conflicting Emergency, Rescue Service or Fire Suppression; or
 - b. the Town's capacity to respond to an Emergency, Rescue Service or Fire Suppression is limited as determined by the Fire Chief or his designate pursuant to article 9.2,
- the Town will respond to the Fire Call from the Fire Service Area as soon as, in the opinion of the Fire Chief or his designate, the Town's services are available.

Fire Services outside the Fire Services Area

- 9.4. If the Town receives a request for Emergency, Fire Suppression or Rescue Services in the County but outside the Fire Services Area, the call shall be considered a mutual aid call and shall be dealt with pursuant to the terms of the agreement between the Parties for mutual aid in force at the time of the call.

Town Obligations

- 9.5. The Town shall:
- a. Makes its best efforts to provide Emergency, Fire Suppression and Rescue Services through a volunteer fire department within the Fire Service Area on a Year round, 24 hours per day, seven days per week basis within the terms of this Agreement;
 - b. Assign at its discretion on a per Fire Call basis, firefighting equipment and Fire Fighters to provide Emergency, Fire Suppression and Rescue Services occurring in the Town or the Fire Service Area;
 - c. Subject to articles 9.2 and 9.3 respond to any Fire Call by the County, a County Resident, the RCMP or any person situated within the Fire Service Area;
 - d. Take all reasonable steps to control or extinguish fires, handle or participate in the handling of any other Emergency to a level that the Town would provide respecting a fire within Town boundaries under the same or similar circumstances;

- e. Maintain adequate levels of skilled personnel to provide Emergency, Fire Suppression and Rescue services in accordance with the Town's standard operating procedures, which standard operating procedures will be provided to the County;
- f. Be responsible for all recruitment, remuneration and ongoing training and management of Fire Fighters;
- g. Assure that each fire apparatus attending an incident within the Fire Service Area is properly equipped and staffed with the appropriate number of Fire Fighters;
- h. Maintain coverage under the *Workers' Compensation Act*, R.S.A. 2000, c. W-15, for all Fire Fighters in accordance with that act;
- i. Submit to the County copies of all Incident Reports within thirty (30) days of the incident that is the subject of the Incident Report;
- j. Obtain and maintain in good standing at its own expense all necessary licenses, permits and other authorizations in order to permit it to carry out its obligations pursuant to this article 9.0;
- k. Perform all administrative, accounting and record-keeping functions relating to the proper discharge of its obligations pursuant to this article 9.0;
- l. At all times comply with all statutes, regulations and bylaws applicable to the operations of the Town and affecting its employees or volunteers engaged in carrying out its obligations pursuant to this Agreement;
- m. Subject to article 9.2, respond to and attend at the location which is the subject of a Fire Call as soon as reasonably possible giving proper consideration to road and weather conditions;
- n. Maintain in operation at its sole expense such dispatch and communication systems and equipment reasonably required to provide Emergency, Fire Suppression and Rescue Services;
- o. Provide at its sole expense and at all times maintain in good operating condition the fire equipment and vehicles;

No Obligation to construct fire halls

- 9.6. The Town shall not be obliged to construct any fire halls or locate fixed equipment outside the Town in the Fire Service Area.
- 9.7. Fire Suppression and Rescue Services in the Fire Service Area shall proceed from existing fire halls within the Town.

No Obligation to provide inspections, investigations, presentations etc.

- 9.8. The Town shall not be obliged to provide the following services for the County:
 - a. fire inspections,
 - b. fire investigations,
 - c. public safety presentations,
 - d. tours of the fire hall, or
 - e. any public information programs.

Payment for Fire Services

- 9.9. The Town shall invoice the County for responding to Fire Calls within the Fire Service Area.
- 9.10. The Town shall invoice the County for Fire Consumables used by the Town during the Town's response to a Fire call in the Fire Service Area.
- 9.11. The Town is entitled to charge the County for responding to Fire Calls within the Fire Service Area as follows:
 - a. For large vehicles, which includes Pumpers and Rescue Vehicles
\$230/hour plus GST;
 - b. For small vehicles, which includes vehicles 1 ton and lighter
\$215/hour plus GST;
 - c. Manpower: \$57.50/hour plus GST; and
 - d. Fire Consumables: Cost plus 15% plus GST.

10.0 **ARTICLE 10 COUNTY OBLIGATIONS AND ACKNOWLEDGEMENTS**

Payment Amount

- 10.1. For year 1 through year 10 of this Agreement, the County shall unconditionally pay the Town \$1,000,000.00 per year. For year 11 through year 20 of this Agreement, the County shall pay the Town \$1,030,000.00 per year.

Timing of Payments

- 10.2. The County shall pay the Town the amounts under article 10.1 by July 31 of each Year of the Term.
- 10.3. All amounts payable by the County to the Town under article 10.1 are inclusive of any G.S.T. payable.
- 10.4. Payments due under this Agreement are due and owing within thirty (30) days from the date of the invoice or notice of payment.
- 10.5. Interest shall accrue on any amounts unpaid after the thirty (30) days at the rate of prime plus 2% (two) per annum compounded annually.

County Acknowledgements and Agreements

- 10.6. The Parties agree that the amounts payable by the County under article 10.1 represents the County's contribution to the Town's Capital Expenditures and Operating Costs.
- 10.7. The County acknowledges and agrees that as of the effective date of this Agreement, the Town is the sole owner of any and all Capital to which the County may have contributed under the Previous Agreement, including Capital at the Airport or the Airport Lands, the Tangible Capital Assets set out in Schedule "C" or Town Recreational Facilities.

10.8. For greater certainty, the County acknowledges and agrees that the Town is the sole owner of the legal and equitable title to the capital set out in Schedule “E” and the County has no claim or interest in any of the Capital listed in Schedule “E”.

10.9. The County acknowledges that:

- a. the Town retains exclusive control over how the Town wishes to use the amount paid by the County under article 10.1;
- b. the County cannot direct the Town in how the Town uses the amount paid by the County under article 10.1; and
- c. the Town does not need to account to the County for the Town’s use of the amount paid by the County under article 10.1.

Transitional Provisions until Annexation is Approved

10.10. Until the Land identified in Schedule “C” is annexed to the Town, pursuant to section 12 and 54 of the Act, the County consents to the Town:

- a. passing a bylaw for the governance of the Airport, including the issuance of parking tickets on Airport Lands;
- b. enforcing, including prosecution, of those tickets;
- c. collecting and retaining any fines; and
- d. towing any vehicles parked in contravention of the bylaw and

agrees that any bylaw in respect of the above shall apply to the Airport.

10.11. Until the land identified in Schedule “C” is annexed to the Town, the County consents to the Town being the Development Authority for the Airport Lands.

10.12. The County and the Town agree to pass any bylaws required under sections 12 and 54 of the Act which are required to give effect to the agreement under article 10.10 and article 10.11.

County Protection of Footner Lake, Its Tributaries and Outflow

10.13. The County agrees to amend its Land Use Bylaw to include provisions to protect Footner Lake, its tributaries and outflows which is the source of raw water for the Town.

County Agreement to Town Bylaws Having Effect for Cemetery

10.14. The County consents to the Town:

- a. operating the Town Cemetery; and
- b. passing and enforcing any bylaws as determined by the Town to be required for the operation of the Town Cemetery;

10.15. The County and the Town agree to pass any bylaws required under sections 12 and 54 of the Act which are required to give effect to the agreement under article 10.14.

County Facilitation of Town Development on the Reservoir Lands

- 10.16. If the Town wishes to undertake any development on the Reservoir Lands, including any expansions, additions or the construction of any structures on the Reservoir Lands, the County shall take any and all necessary steps to facilitate the Town's development.

11.0 **ARTICLE 11 INTERMUNICIPAL DEVELOPMENT PLAN AND INTERMUNICIPAL COLLABORATION FRAMEWORK**

- 11.1. The Town and the County agree to amend their Inter-municipal Development Plan and their Inter-municipal Collaboration Framework to include provisions to protect, within the IDP area, Footner Lake, its sources and outflows which is the source of raw water for the Town's northern water line.
- 11.2. The Town and the County agree to amend their Inter-municipal Collaboration Framework to incorporate the principles outlined in this Agreement and any agreements contemplated in this Agreement.
- 11.3. The Parties agree that they will negotiate in good faith the specific amendments of the Inter-municipal Development Plan separate and apart from this Agreement.
- 11.4. The Parties agree that time is of the essence in completing the amendments to the Inter-municipal Development Plan and the Inter-municipal Collaboration Framework and will use their best efforts working diligently to complete an agreement regarding the Inter-municipal Development Plan and the Inter-municipal Collaboration Framework as expeditiously as possible.

12.0 **ARTICLE 12 AGREEMENT ADMINISTRATION**

- 12.1. The Parties agree that they will formally review this Agreement every five (5) years:
- a. 2026,
 - b. 2031, and
 - c. 2036.
- 12.2. The formal review will be conducted using the process in Schedule "F".
- 12.3. The Parties agree that either Party may notify the other Party in writing of issues of concern.

Amendments to this Agreement

- 12.4. An amendment to this Agreement:
- a. requires the agreement of both Parties, and
 - b. shall be in writing.

Further assurances

- 12.5. The Parties shall with reasonable diligence hold all meetings, perform all acts, execute and deliver all documents and instruments, do all such things and provide all such reasonable assurances as may be reasonably necessary or desirable to give effect to the provisions of this Agreement. The Parties agree to pass any bylaws or amendments to

bylaws which may be required to implement this Agreement within a reasonable time of the signing of this Agreement, but in any event, no later than three months after the signing of the Agreement.

Warranty of authority

- 12.6. Each Party to this Agreement represents and warrants to the other Party that it has the full authority, capacity and power to enter into this Agreement and that all necessary actions have been taken to enable it lawfully to enter into this Agreement.

13.0 **ARTICLE 13** **ARBITRATION**

Scope of arbitrability

- 13.1. Subject to article 13.2, any matter or dispute arising out of or in relation to the interpretation or application of this Agreement that cannot be resolved by mediation is arbitrable.

- 13.2. The following issues are not arbitrable:

Article 10.0, County Obligations and Acknowledgements

Referral to binding arbitration

- 13.3. In the event:

- a. any matter is required to be determined by binding arbitration under this Agreement,
 - b. either Party requests binding arbitration where the matter or dispute is arbitrable under this Agreement, or
 - c. the Parties collectively agree in writing to refer a matter or dispute, to arbitration,
- the matter or dispute, as the case may be, shall be arbitrated in accordance with Schedule "E".

- 13.4. Before referring a matter to arbitration, the Parties shall attempt to amicably resolve the matter or dispute.

14.0 **ARTICLE 14** **PRIVACY LEGISLATION AND CONFIDENTIALITY**

Recognition of duty to comply with privacy legislation

- 14.1. The Town and the County shall collect, use and disclose any personal information only in accordance with the *Freedom of Information and Protection of Privacy Act*, R.S.A. 2000, c.F-25 and any other similar or related legislation.

Confidentiality

- 14.2. The Town and the County agree that any data or other information obtained by them in the course of providing the services under this Agreement are confidential (the "Confidential Information") and are to be used only for the purpose of providing the services under this Agreement.

- 14.3. The Town and the County shall ensure that any and all Confidential Information is not disclosed or made known to any other person by the Town or the County or anyone employed by or under them, except for the purpose of providing the services under this Agreement.

Injunctive relief available

- 14.4. The Parties each acknowledge that:

- a. in the event of an unauthorized disclosure of any Confidential Information by or through the other Party, the damage incurred by the Party whose Confidential Information is disclosed will be difficult, if not impossible to ascertain, will cause irreparable harm, and will not be compensable in damages, and
- b. such Party may seek injunctive relief against the disclosing Party for breaching the obligations set out in this article.

15.0 **ARTICLE 15 INSURANCE AND INDEMNITY**

Town and County to carry insurance

- 15.1. Each Party shall, at its own cost and expense and without limiting its obligations in this Agreement, obtain and maintain policies of insurance, providing for coverage at least as extensive as the following:

- a. comprehensive general liability insurance in the amount of not less than \$5,000,000.00 (FIVE MILLION DOLLARS) inclusive per occurrence for bodily injury (including death) and property damage, including loss of use thereof. The insurance shall include coverage for all operations of the insured and shall include premises and operations liability, products and completed operations liability, blanket contractual liability, cross liability, contingent employer's liability, and owner's and contractor's liability. The insurance shall be in the name of the Party, and also include as unnamed insureds, all officers, directors, agents and employees of the Party,
- b. standard automobile insurance, covering bodily injury (including death) and property damage in the amount of not less than \$2,000,000.00 (TWO MILLION DOLLARS) per accident or occurrence,
- c. non-owned automobile insurance covering bodily injury (including death) and property damage in the amount of not less than \$2,000,000.00 (TWO MILLION DOLLARS) per occurrence,
- d. all risk insurance covering direct physical loss or damage to the insured Party's equipment, inventory and stock in trade in an amount that is reasonable having regard for the obligations of the Parties under this Agreement, and
- e. such other insurance in amounts and upon terms agreed by the Parties, each acting reasonably.

Insurers that may be used

- 15.2. All policies required under article 15.1 shall be through an insurer authorized to provide insurance in the Province of Alberta and in a form satisfactory to the other Party acting

reasonably or may be through and in the form used by the collective plan of the Alberta Urban Municipalities Association (AUMA) or the Rural Municipalities of Alberta (RMA).

Evidence of insurance required

- 15.3. Each Party shall provide the other Party, on reasonable advance notice, with evidence of all or any of the insurance policies required under article 15.1 upon request.

Duty to notify of cancellation, change etc.

- 15.4. Each Party shall notify their respective insurers of the terms of this Agreement, particularly article 9.0 and obtain from their insurers confirmation that their insurers are aware of the terms of this Agreement and that insurance coverage applies to the County and the Town, particularly with respect to article 9.0.
- 15.5. Each Party shall provide the other Party with 30 days prior written notice of any cancellation, material change or intent to lapse of any policies of insurance required under article 15.1.

Indemnity by the County

- 15.6. The County shall:

- a. be liable to the Town for, and
- b. indemnify and hold harmless the Town, its officers, servants and employees and each of them from and against,

any and all liabilities, claims, suits or actions, costs, damages and expenses (and without limiting the generality of the foregoing, any direct or indirect losses, costs, damages and expenses of the Town or such individuals including costs as between solicitor and client) which may be brought or made against the Town or such individual or which the Town or such individuals may pay or incur as a result of or in connection with any breach, violation or non-performance of any covenant, condition or agreement of this Agreement required to be fulfilled, kept, observed or performed by the County or any negligent act or omission of the County, its agents, officers, servants or employees, its sub-contractors or suppliers in connection with or arising out this Agreement or the performance of this Agreement.

- 15.7. The County releases and indemnifies and saves harmless the Town, its officers, servants and agents from all actions, causes of action, claims, costs, demands or liabilities of any kind or nature whatsoever arising directly or indirectly from:

- a. A delay in providing Fire Suppression or Rescue Service;
- b. A failure to provide Fire Suppression or Rescue Service;
- c. The failure to control or extinguish any fire of any kind or nature;
- d. The performance or provision of Fire Suppression or Rescue Service of any emergency service of any nature;
- e. The lack of fire hydrants or of water;
- f. The inability to locate a fire hydrant or other water source;
- g. The operation of a fire hydrant, Pumper or Fire Rescue Vehicle;

- h. Any other action or thing done in the performance of the obligations of the Town under the Agreement whether such obligations arise specifically or incidentally, and which shall apply whether resulting from any negligence or other actions on the part of the Town, its officers, employees, agents, servants, and authorized contractors.

Indemnity by the Town

15.8. Subject article 15.7, the Town shall:

- a. be liable to the County for, and
- b. indemnify and hold harmless the County, its officers, servants and employees and each of them from and against,

any and all liabilities, claims, suits or actions, costs, damages and expenses (and without limiting the generality of the foregoing, any direct or indirect losses, costs, damages and expenses of the County or such individuals including costs as between solicitor and client) which may be brought or made against the County or such individual or which the County or such individuals may pay or incur as a result of or in connection with any breach, violation or non-performance of any covenant, condition or agreement of this Agreement required to be fulfilled, kept, observed or performed by the Town or any negligent act or omission of the Town, its agents, officers, servants or employees, its sub-contractors or suppliers in connection with or arising out this Agreement or the performance of this Agreement.

15.9. Articles 15.6, 15.7 and 15.8 survive the termination or expiry of this Agreement.

16.0 **ARTICLE 16** **GENERAL DEFAULT PROVISIONS**

A. Default

Notice of default

16.1. Except as otherwise expressly provided in this Agreement, if either Party fails to perform or observe any covenant contained in this Agreement that the Party is required to perform or observe, the Party not in default may give written notice to the defaulting Party describing in general terms the nature of the default and requiring the defaulting Party:

- a. to remedy the default within 30 days of the notice if the default is capable of being remedied within 30 days, or
- b. to commence as soon as reasonably possible and diligently pursue the rectification of the default thereafter, if the default is not capable of being remedied within 30 days.

Written notice of termination

16.2. If the defaulting Party fails to remedy the default as required by a notice issued in accordance with article 16.1 and within the time allowed under article 16.1, the Party not in default is entitled thereafter to terminate the Term by giving the defaulting Party a further notice specifying the effective date of termination.

Right to remedy default

- 16.3. If the defaulting Party fails to remedy any default as contemplated in article 16.1 within the time allowed under article 16.1, the Party not in default may (but is not obligated to) do such things and incur such costs as it deems necessary to remedy the default and in that regard and despite any other provision of this Agreement to the contrary, the Party not in default may withhold any payments due to the defaulting Party under this Agreement to the extent necessary to set off against the payments, costs and expenses incurred by the Party not in default in remedying the default.

Termination not exclusive right

- 16.4. The right of termination under article 16.2 is in addition to any other rights the Party not in default may have as against the defaulting Party and any termination shall be without prejudice to any other rights or remedies of the Party not in default against the defaulting Party including a right to sue the defaulting Party for damages.

17.0 **ARTICLE 17 GENERAL MATTERS**

Parties to act honestly and reasonably

- 17.1. Each of the Parties agrees:
- a. to be open, honest and timely in all of their dealings and communications with each other;
 - b. to act reasonably, fairly and in good faith in carrying out their roles and responsibilities under this Agreement, while being entitled to pursue and protect that Party's own interests,
 - c. to act reasonably and not arbitrarily in exercising any discretion given under the terms of this Agreement, unless expressly permitted otherwise under this Agreement, and
 - d. to strive to create a true "win-win" scenario where opportunity reasonably allows and without committing either Party to incur additional costs or make new investments and subject always to the overriding requirement that the Town Resident and County Residents receive quality services.

Severability

- 17.2. If any part of this Agreement is void, prohibited or unenforceable, this Agreement shall be construed as if such part had never been part of this Agreement.
- 17.3. Article 17.2 shall not be interpreted as preventing a Party from advancing that Party's rights to claim frustration, or other similar remedy, if the portion of this Agreement, which is determined to be void, prohibited or unenforceable, deprives that Party of substantially all of the benefit conferred to that Party under this Agreement.

Whole Agreement

- 17.4. This Agreement shall, when duly executed, supersede and replace all other existing agreements between the Parties with respect to the subject matter of this Agreement. The Parties confirm that they will enter into two separate agreements dealing with the provision of potable water described in Section 2 (h) of the ICF as

potable water being supplied by the Town to County residents in the Service Area (referred to as the Footner Potable Water Line) and the Norbord (now West Fraser) Mill (referred to as the High Level Rural [South] Water Line).

- 17.5. The Parties agree that there are no representations, warranties or agreements, either written or oral, relating to the subject matter of this Agreement which:
- a. are binding on the Parties, and
 - b. are not contained in or referred to in this Agreement.

Availability of remedies

- 17.6. The duties and obligations imposed by this Agreement and the rights and remedies available under this Agreement shall be in addition to, and shall not operate in limitation of, any duties, obligations, rights and remedies otherwise imposed or available at law unless expressly stated to the contrary.

Waiver

- 17.7. To be effective, any waiver of a covenant under this Agreement shall be in writing signed by the Party waiving the rights under that covenant.
- 17.8. A failure by a Party to insist on the strict performance of any covenant in this Agreement in any one or more instances shall not be construed as a waiver or relinquishment of that covenant in a subsequent instance.

Governing law and attornment

- 17.9. The law of the Province of Alberta shall govern this Agreement and the interpretation of this Agreement and the Parties attorn solely to the jurisdiction of the courts in the Province of Alberta.

Time

- 17.10. Time is of the essence under this Agreement.

Juridical day

- 17.11. Where any time period limited by this Agreement expires on a Saturday, Sunday or legal holiday in Edmonton, the time period is extended to the next succeeding day that is not a Saturday, Sunday or legal holiday.

Survival

- 17.12. Any provisions of this Agreement which, expressly or by their nature, extend beyond the termination of this Agreement, shall survive any termination of this Agreement.

Legal costs

- 17.13. Each Party shall bear its own costs incurred in connection with the preparation and negotiation of this Agreement.

No partnership etc.

- 17.14. This Agreement shall not constitute, create, give effect to or imply a partnership, joint venture or formal business organization of any kind and no other relationship shall be created between the Parties by virtue of this Agreement or any acts of the Parties.

No agency

- 17.15. Except as expressly provided for in this Agreement, a Party shall not make commitments of any kind for or on behalf of the other Party without the prior written consent of the other Party, it being expressly agreed that one Party cannot act as agent for the other.

Public announcements

- 17.16. Neither Party will make any public announcements concerning this Agreement or the related negotiations, without the prior approval of the other Party, except as may be required by law, including applicable securities and other regulatory authorities, in which case disclosure may be made only after making all reasonable efforts to advise the other Party of such disclosure and to obtain the other Party's comments prior to making such disclosure.
- 17.17. The Parties agree that they will cooperate in the development and delivery of a joint public announcement, which announcement will follow promptly after the execution of this Agreement.

Notices

- 17.18. All notices under this Agreement must be in writing and must be delivered to:

- a. the Town at:

Town of High Level
10511 – 103 Street
High Level, AB T0H 1Z0

Attention: Chief Administrative Officer

Phone: 780-926-2201
Facsimile: 780-926-2899
Email: cao@highlevel.ca

WITH A CONCURRENT COPY TO:

Shores Jardine LLP
1800, 10250 101 Street
Edmonton, AB T5J 3P4

Attention: Gwendolyn J. Stewart-Palmer, Q.C.

Phone: 780-448-9275
Facsimile: 780-423-0163
Email: gwendolyn@shoresjardine.com

- b. the County at:

Mackenzie County
Box 640
Fort Vermillion, AB T0H 1N0

Attention Chief Administrative Officer

Phone: 780-927-3718
Facsimile: 780-927-4266

WITH A CONCURRENT COPY TO:

Brownlee LLP
10155 102 St NW
Edmonton, AB T5J 4G8

Attention: Michael Solowan.

Direct Line: 780-497-4893
Facsimile: 780-424-3254
Email: msolowan@brownleelaw.com

17.19. To be effective, a notice under this Agreement must be:

- a. properly addressed, and
- b. delivered by hand, sent by courier, sent by registered mail, sent by facsimile transmission or sent by email.

17.20. A properly addressed notice delivered or sent is deemed to be received as follows:

- a. if delivered by hand or sent by courier, it is deemed to be received by the other Party at the time of delivery to either:
 - i. the person referred to in article 17.18 or subsequently identified under article 17.21, or
 - ii. any person who reasonably appears to be authorized to receive post or other documents at the address referred to in article 17.18 or such other address identified under article 17.21,
- b. if sent by facsimile, it is deemed to be received by the other Party 24 hours after the time shown on the facsimile transmission sheet that confirms receipt, unless it is sent on a Saturday, Sunday or legal holiday in Alberta, in which case it is deemed to be received by the other Party 24 hours after the commencement of the next day that is not a Saturday, Sunday or legal holiday in Alberta,
- c. if sent by registered mail, it is deemed to be received seven days after mailing, subject to the intended recipient demonstrating that it was not, despite diligent efforts of the intended recipient, received within that time, in which case it is effectively delivered on the actual date of receipt, or
- d. if sent by email, it is deemed to be received by the other Party 24 hours after the time shown on the email transmission, unless it is sent on a Saturday, Sunday or legal holiday in Alberta, in which case it is deemed to be received by the other Party 24 hours after the commencement of the next day that is not a Saturday, Sunday or legal holiday in Alberta.

17.21. On five days notice in writing to the other Party, a Party may change:

- a. the address, facsimile number, email address or contact person under article 17.18, or
- b. the address, facsimile number, email address or contact person provided on a previous date under this article 17.21.

No restrictions on other business

17.22. Except as expressly provided for in this Agreement, this Agreement shall not restrict either Party in respect of the businesses or activities able to be carried on by either of them and the use of their respective facilities in the conduct of such businesses or activities.

Assignment

17.23. This Agreement is not assignable, in whole or in part, by either Party without the written consent of the other Party, which consent may not be unreasonably withheld.

Enurement

17.24. This Agreement is binding on the Parties and shall enure to the benefit of and be binding upon the approved assigns and successors of each of the Parties.

Access to information

17.25. Each Party shall, in addition to providing access to or copies of documentation or information as otherwise specifically required in this Agreement, to the extent not prohibited by law or restricted by contractual obligation, permit the other access to such of its information and documentation as is reasonable and required to permit the other to carry out its obligations under this Agreement.

Compliance with laws

17.26. Each Party shall:

- a. comply with applicable laws and regulations applicable to the performance of its obligations under this Agreement, and
- b. obtain and maintain in force all licenses, permits and certificates required in the performance and fulfillment of its obligations under this Agreement.

17.27. Each Party shall pay all rates, taxes and assessments that at any time during the Term may be lawfully imposed upon or in respect of its operations.

Force majeure

17.28. A Party shall not be considered in breach of this Agreement or under any liability to the other Party for non-performance, part performance, defective performance or delay in the performance of its obligations under this Agreement, as a result of an event of Force Majeure, which means an event which is directly or indirectly caused by or is a result of any circumstance beyond the Party's reasonable control, including but not limited to:

- a. acts of God,
- b. outbreak of hostilities, riots, civil disturbance, acts of terrorism,

- c. acts of a government or other authority (that is not caused by an error, omission or breach of law of the Party) and which are resisted by the Party using lawful and reasonable means,
- d. fire, explosion, flood, fog or bad weather,
- e. power failure or failure of communication lines,
- f. theft, malicious damage, strike, lock-out or industrial action of any kind,
- g. pandemic or unusual disease outbreak, or
- h. labour shortages in the Alberta market for personnel (if the Party seeking to invoke the benefit of this article offers reasonable compensation and terms to employees),

but in no event shall a lack of funds be an event of Force Majeure for a Party.

- 17.29. Despite the relief granted by article 17.28, the Party who invokes the benefit of that article shall nevertheless endeavour, acting reasonably, in any situation to perform its obligations to the extent possible and as soon as possible.
- 17.30. A Party shall not be entitled to relief under article 17.28 in any circumstances where it has caused or substantially contributed to any delay or failure in the performance of its obligations by any default on its part.
- 17.31. In the event a Party wishes to invoke the benefit of article 17.28, that Party shall promptly notify the other Party in writing of the reasons and the likely duration of the period during which there will be non-performance, part performance, defective performance or delay in the performance of its obligations.
- 17.32. Immediately the circumstances giving rise to the event of Force Majeure cease, the Party who has invoked the benefit of Force Majeure must notify the other Party of the cessation.

Set-off restricted

- 17.33. Except as expressly provided in this Agreement, all payments under the Agreement must be made when due and a Party shall not set off any other amount claimed to be due to that Party.

Duty to direct officers, employees

- 17.34. Each Party shall provide such direction to its officers, employees, contractors and agents as is necessary and appropriate to ensure that each Party gives effect to this Agreement through the actions of its officers, employees, contractors and agents.

Counterparts

17.35. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument. Counterparts may be executed either in original or faxed form and the parties shall adopt any signatures received by a receiving fax machine as original signatures of the parties.


Executed by the Parties on July 27, 2022, but made effective January 1, 2021.

Mackenzie County

Per: 
Reeve J. Knelsen

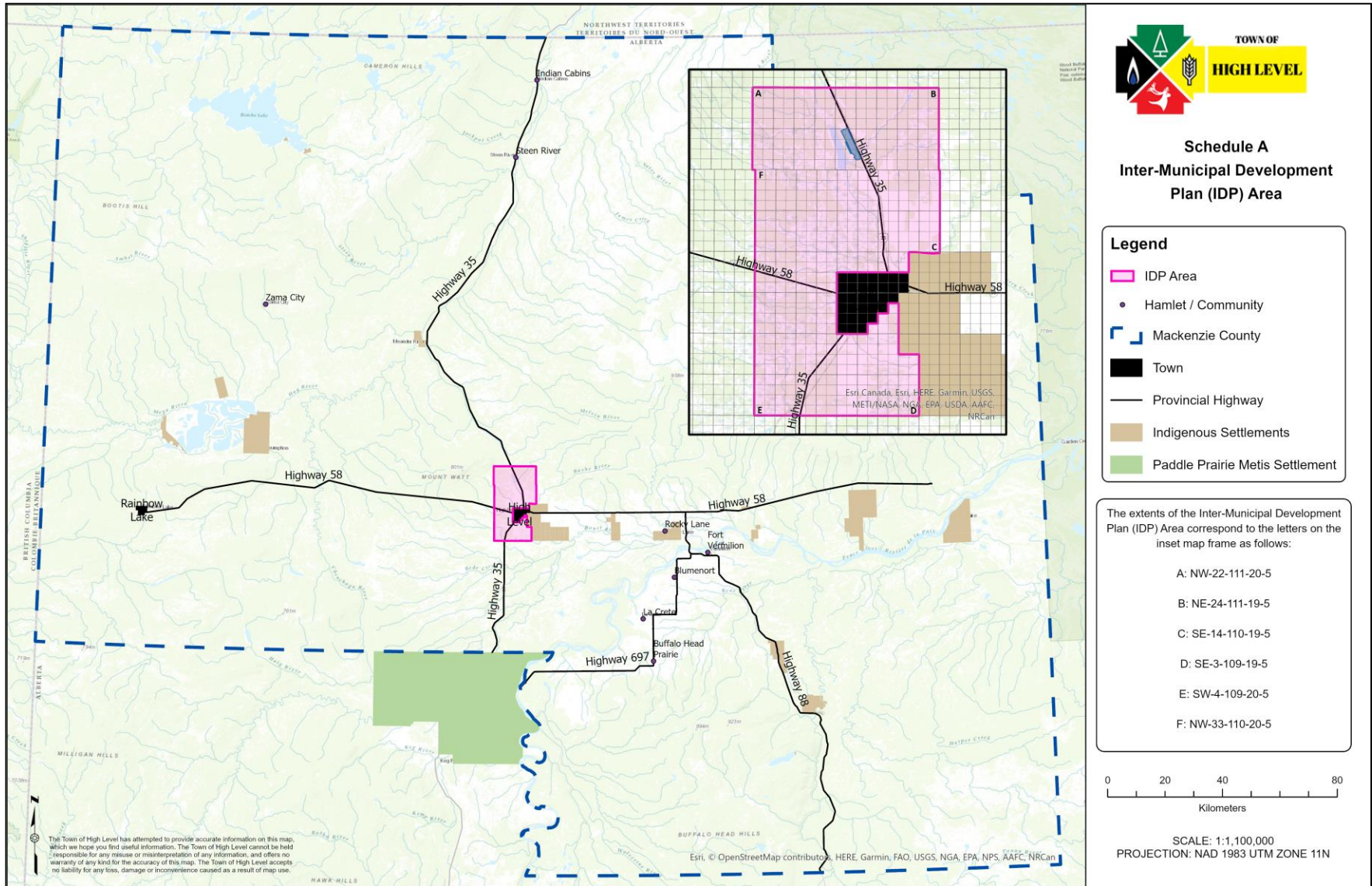
Per: 
Byron Peters, Interim CAO

Town of High Level

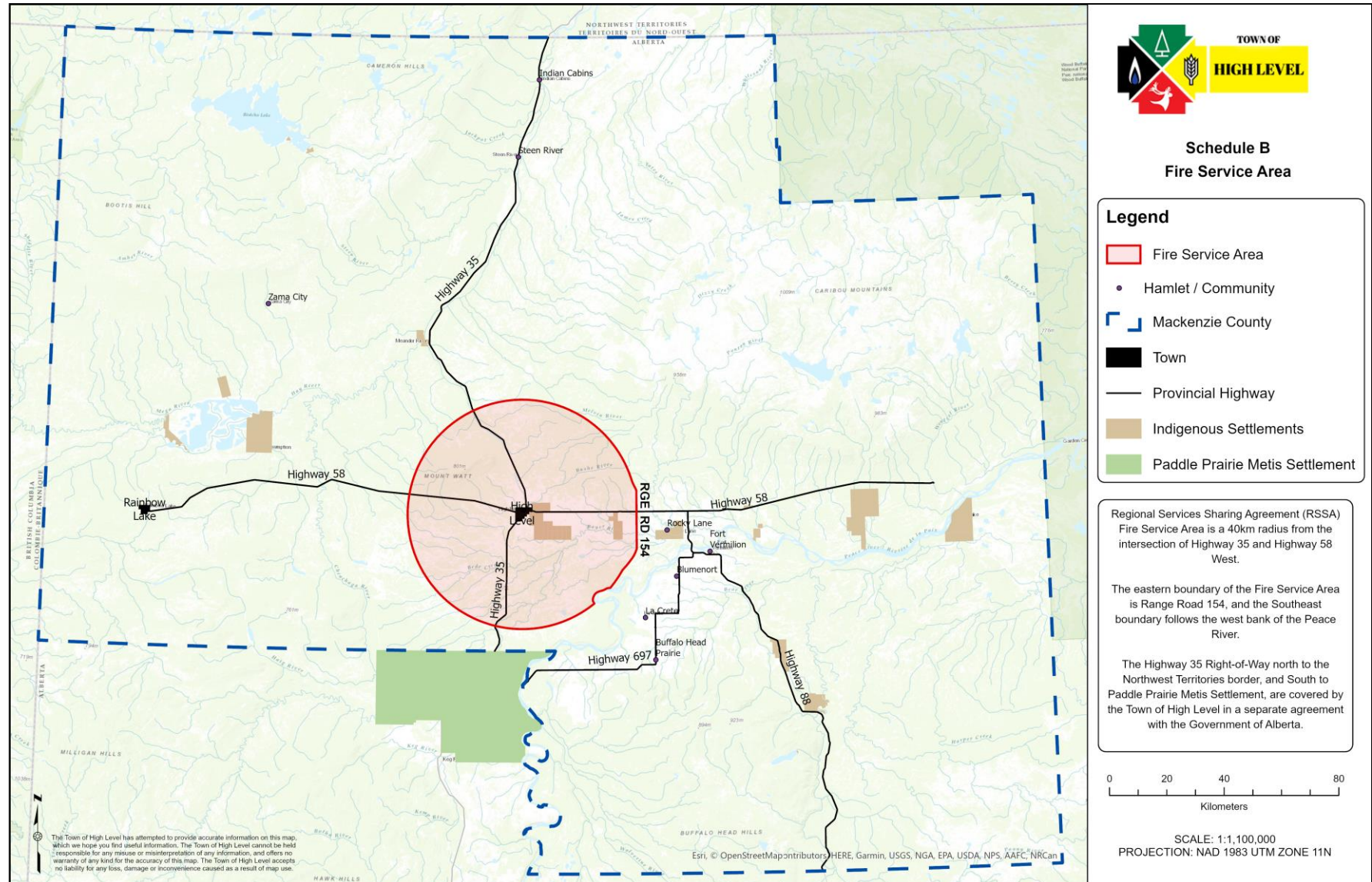
Per: 
Mayor C. McAteer

Per: 
C. McAskile, CAO

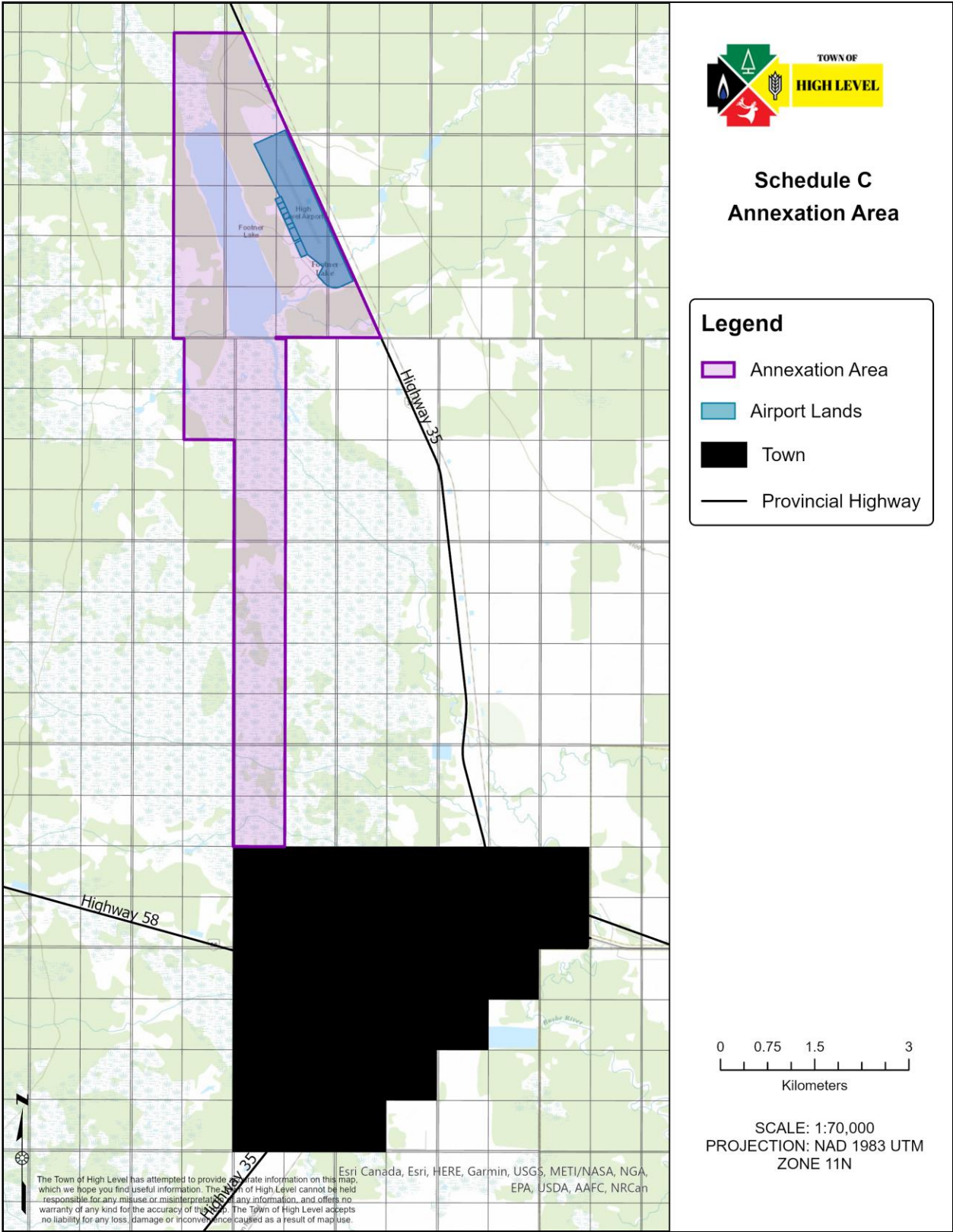
Schedule A Inter-municipal Development Plan Area



Schedule B Fire Service Area



Schedule C Annexation Area



Schedule D

Dispute Resolution Process

Notwithstanding paragraph 2 and 3 of Schedule D, nothing in this Agreement shall prevent the parties from utilizing such other methods of resolving the dispute as the parties may agree to (i.e. both Councils meet).

1. In accordance with the requirements of section 5(2) of the *Arbitration Act*, R.S.A. 2000, c.A-43, the parties have agreed to a dispute resolution mechanism as follows.
 - a. In the event of a dispute or disagreement between the parties about the interpretation of any term of this Agreement, prior to making application to a Court, either Party may request that the matter be referred to a single arbitrator.
 - b. The request to appoint an arbitrator must be in writing and made to the other Party.
 - c. If such a request is made, the other Party must respond in writing within five (5) business days of receipt of the request to arbitrate, naming three (3) persons that Party would accept to have act as single arbitrator.
 - d. If the Party requesting the arbitration finds one or more of the persons suggested as arbitrator acceptable, the parties shall proceed to arbitration in accordance with paragraph 3 hereof.
 - e. If the Party requesting the arbitration finds none of the arbitrators suggested by the other Party acceptable, then within five (5) business days of receiving the list of persons, the initiating Party will respond in writing naming three (3) alternative persons that it would accept to have act as a single arbitrator.
 - f. The other Party must respond within a further five (5) business days.
 - g. Both parties must act reasonably throughout.
 - h. If the Parties cannot agree to an arbitrator in accordance with the above procedure, either Party may proceed on application to the Court of Queen's Bench of Alberta to have the dispute or disagreement decided by a justice of the Court of Queen's Bench.,
2. If the parties have elected to have their dispute or disagreement settled by arbitration, then they shall appoint one of the arbitrators chosen in accordance with paragraph 2 within five (5) business days of receipt of the name or names of an acceptable arbitrator or arbitrators.
3. Once the arbitrator has been appointed and has accepted the appointment, each Party will provide the arbitrator and the other Party with a written submission outlining that Party's position within twenty (20) business days of the appointment of the arbitrator.
4. Each Party may, within fifteen (15) business days of receipt of the other Party submission, provide the arbitrator with a rebuttal in writing.
5. Thereafter, if the Parties agree, the arbitrator may hear oral submissions. Within fifteen (15) business days of receipt of the rebuttals or, if oral submissions are provided, within fifteen (15) business days of the conclusion of such oral submissions, the arbitrator shall deliver the arbitrator's decision which shall be final and binding on the Parties.
6. Both Parties shall pay the cost of the arbitration equally unless the arbitrator determines that one Party should bear all of the costs of the arbitration and so indicates in the arbitrator's decision.

Schedule E

Tangible Capital Assets to be solely owned by Town of High Level as of date of this Agreement

YEAR	ASSET NAME	ASSET REFERENCE #
2008	BALL DIAMOND SCORE CLOCKS	B-000017
2008	STAGE FOR SPORTS COMPLEX	00-6-72-06-252
2008	LIGHTING UPGRADE IN SPORTS COMPLEX	C-000005
2008	AUTOMATIC CONTROLLER FOR POOL	F-000059
2008	STORAGE FOR POOL AND ARENA	00-6-72-02-511
2008	LOADER	F-000009
2008	FIRE ALARM	C-000014
2008	TAXIWAY LIGHTING	B-000003
2008	TRUCK	G-000042
2009	SPORTS COMPLEX TABLES/CHAIRS	00-6-72-14-630
2009	PRECISION APPROACH PATH INDICATOR	F-000077
2009	SNOW BLOWER	F-000012
2009	MOWER TRACTOR	F-000011
2009	PUMPER TRUCK	G-000014
2009	PUMPER TRUCK EQUIPMENT	G-000014A
2010	NEW ARENA ICE PLANT	C-000038
2010	RAW WATER STUDY PHASE 3	E-003549
2010	AIRPORT FIELD ELECTRIC CENTER	E-003551
2010	BREATHING APPARATUS	F-000079
2011	CHLORINATION SYSTEM FOR AQUATIC CENTER	F-000094
2011	TRACRII AIRFIELD REPORTING SYSTEM	E-003563
2011	RESCUE VEHICLE REPLACEMENT	G-000052
2011	BREATHING APPARATUS UPGRADE FINAL PHASE	F-000086 F-000086A
2011	FIRE COMMAND VEHICLE	G-000053
2012	REHAB/PAVE APRON ACCESS ROAD	E-003573
2012	DANGEROUS GOODS SUIT REPLACEMENT	F-000099
2013	ARENA REHABILITATION	C-000045
2013	TAXIWAY REHABILITATION	E-003580
2013	MASK FIT TESTING SYSTEM	F-000106
2013	FIREHALL CONCRETE AND LANDSCAPING	B-000033
2014	CENTENNIAL PARK (PHASE I)	B-000031
2014	PHASE 5 FIRE TRAINER	F-000117
2015	AQUATIC CENTRE FRONT COUNTER/FLOOR REPLACEMENT	C-000051
2015	AQUATIC CENTRE STARTING BLOCKS	C-000053
2015	CENTENNIAL PARK ZERO TURN MOWER	F-000143
2015	CENTENNIAL PARK (PHASE II)	B-000037
2015	PAVE AREA AT AIRPORT EQUIPMENT	E-003599
2015	AIRPORT MOWER	F-000133
2015	AIR BAG SYSTEM REPLACEMENT	F-000125
2015	TRAINING GROUNDS FIRE HYDRANT	E-004452
2015	FIRE EQUIP GEAR DRYER	F-000141

2016	AQUATIC ACCESSIBILITY LIFT REPLACEMENT	F-000145
2016	EMERGENCY BACKUP POWER SYSTEM UPGRADE	F-000140
2016	HAZMAT TRUCK REPLACEMENT (40%)	G-000066
2016	AERIAL TRUCK REPLACEMENT	G-000065
2016	FIREHALL VENTILATION SYSTEM	C-000052
2017	ARENA CONDENSER REPLACEMENT	C-000056
2017	VELOCITY FIRE TRUCK PUMPER ENGINE 1	G-000069
2018	AQUATIC CENTRE POOL PILOT	20193052230197 20193052234955
2018	AIRPORT TRUCK REPLACEMENT	20192251515221
2018	PROVINCIAL RADIO SYSTEM	20193062136878
2018	SCBA BREATHING APPARATUS EQUIPMENT	20193031235991
2019	LECTRANATOR REPLACEMENT	2020225181590
2019	AIR CONDITIONER IN OFFICE	20202251415990
2019	SQUAD 1 REPLACEMENT	2020225113409
2019	WILDLAND PUMPS	20202251118561 20202251127969
2019	DEPLOYMENT TRUCK UPFIT	20202251129272
2020	AQUATIC HOT TUB BOILER REPLACEMENT	20214241422740
2020	AIRPORT TRUCK	2021426044701
2020	WASHER/EXTRACTOR REPLACEMENT	20214241535390
2020	COMMUNITY PARK UPGRADE	NO ASSET # CARRYFORWARD 2021
2020	MULTIUSE FACILITIES - DESIGN AND CONCEPT	NO ASSET # CARRYFORWARD 2021
2020	ENGINE 2 REPLACEMENT	VIN #4ENRAAA8081003596

Schedule F

Formal Review Process for the Regional Service Sharing Agreement

1. Each Party shall identify the areas of the Agreement which it believes requires amendment or discussion.
2. By no later than June 30 of each Year, the Chief Administrative Officers for the Parties shall:
 - a. send notice to the other Party regarding any areas of the Agreement which the Party wishes to discuss;
 - b. meet to discuss any items identified by either Party.
3. The Chief Administrative Officers will use their best efforts to resolve any issues which have arisen during the past twelve month period which do not require an amendment to the Agreement.
4. If they cannot resolve the issues identified and the matter requires an amendment to the Agreement, the Chief Administrative Officers will report back to their respective Councils regarding the items which require amendment.
5. If a matter requires an amendment to the Agreement, each Party shall create a Negotiating Committee comprised of the Chief Elected Official, the Chief Administrative Officer and one member of Council and an alternate member of Council to negotiate the amendment.
6. Every five years, the Councils of the Parties will meet to review the Agreement. No less than 30 days prior to that meeting, each Party shall provide to the other written notice of
 - a. any items which it wishes to discuss, including any suggested amendments and the text of any proposed changes to the Agreement; and
 - b. those items raised by its Chief Administrative Officer at the yearly meetings and the resolution of those items.
7. The first review by the Councils of the Parties shall occur no later than June 30, 2026.
8. The second review by the Councils of the Parties shall occur no later than June 30, 2031.
9. The third and final review by the Councils of the Parties shall occur no later than June 30, 2036.