

Town of Drumheller COUNCIL MEETING AGENDA

**June 29, 2015 at 4:30 PM
Council Chamber, Town Hall
224 Centre Street, Drumheller, Alberta**



Page

1.0 CALL TO ORDER

- 1.1 Swearing in of Councillor Sharel Shoff as Deputy Mayor for the months of July and August, 2015

2.0 MAYOR'S OPENING REMARK

3.0 PUBLIC HEARING

4.0 ADOPTION OF AGENDA

5.0 MINUTES

5.1. ADOPTION OF REGULAR COUNCIL MEETING MINUTES

- 3-7 5.1.1 Regular Council Meeting Minutes of June 15, 2015

5.2. MINUTES OF MEETING PRESENTED FOR INFORMATION

5.3. BUSINESS ARISING FROM THE MINUTES

6.0 DELEGATIONS

- 6.1 Justin Hill, Palliser Regional Municipal Services - Drone Presentation

7.0 COMMITTEE OF THE WHOLE RECOMMENDATIONS

8.0 REQUEST FOR DECISION REPORTS

8.1. CAO

- 8-15 8.1.1 RFD - City of Red Deer 911 Agreement

- 8.2. DIRECTOR OF INFRASTRUCTURE SERVICES**
- 8.3. DIRECTOR OF CORPORATE SERVICES**
- 8.4. DIRECTOR OF COMMUNITY SERVICES**
- 8.5. DIRECTOR OF PROTECTIVE SERVICES**
- 9.0 PRESENTATION OF QUARTERLY REPORTS BY ADMINISTRATION**
- 10.0 PUBLIC HEARING DECISIONS**
- 11.0 UNFINISHED BUSINESS**
- 12.0 NOTICE OF MOTION**
- 13.0 COUNCILLOR REPORTS**
- 14.0 IN-CAMERA MATTERS**
 - 14.1 Personnel Matter

**Town of Drumheller
COUNCIL MEETING
MINUTES**

June 15, 2015 at 4:30 PM
Council Chamber, Town Hall
224 Centre Street, Drumheller, AB, T0J 0Y4



PRESENT:

DEPUTY MAYOR:

Jay Garbutt

COUNCIL:

Lisa Hansen-Zacharuk

Patrick Kolafa

Tara McMillan

Sharel Shoff

CHIEF ADMINISTRATIVE OFFICER/ENGINEER:

Ray Romanetz

DIRECTOR OF CORPORATE SERVICES:

Barb Miller

DIRECTOR OF COMMUNITY SERVICES:

Paul Salvatore

DIRECTOR OF PROTECTIVE SERVICES:

Greg Peters

RECORDING SECRETARY:

Linda Handy

ABSENT:

MAYOR Terry Yemen

COUNCILLOR Tom Zariski

DIRECTOR OF INFRASTRUCTURE SERVICES:

Allan Kendrick

1.0 CALL TO ORDER

2.0 MAYOR'S OPENING REMARK

3.0 PUBLIC HEARING

4.0 ADOPTION OF AGENDA

MO2015.100 Hansen-Zacharuk, Shoff moved to adopt the agenda as presented.
Carried unanimously.

5.0 MINUTES

5.1. ADOPTION OF REGULAR COUNCIL MEETING MINUTES

5.1.1 Regular Council Meeting Minutes of June 1, 2015

MO2015.101 Shoff, Kolafa moved to adopt the regular Council Meeting minutes of June 1, 2015 as presented. Carried unanimously.

5.2. MINUTES OF MEETING PRESENTED FOR INFORMATION

5.2.1 Municipal Planning Commission - May 7, 2015

5.3. BUSINESS ARISING FROM THE MINUTES

6.0 DELEGATIONS

7.0 COMMITTEE OF THE WHOLE RECOMMENDATIONS

8.0 REQUEST FOR DECISION REPORTS

8.1. CAO

8.1.1 Water Fluoridation Report

In response to a Councillor's concern regarding water fluoridation, R. Romanetz provided an overview of the Town's fluoridation treatment process in accordance with Bylaw 26.66 adopted on October 24, 1966. He explained that fluoridation became part of our treatment process since this date and is part of the Town's operating approval. He stated that although operating standards have been updated to change or improve the quality of water over the years, Alberta Environment's requirement is that fluoride is not to exceed one part per one million parts of water on a daily basis. In discussions with Keith Lee – Alberta Health Services on the process, he has provided information that is attached to the agenda. Keith Lee, through Alberta Health's authority, recommends fluoride be added to the water as it does not have any proven risks to the residents. Keith Lee or a provincial representative is willing to speak to the matter in more detail should Council wish their attendance at a future meeting. R. Romanetz advised that the water is tested on a daily basis by the Town and our daily test results closely matches the provincial testing results. He further explained that because the fluoridation was introduced by a plebiscite followed by a bylaw, the same process would have to be followed in order to have fluoridation removed from the water treatment process. He further advised that Council is aware with discussions in Alberta that some municipalities have moved away from fluoridation however our health authority supports this practice and recommends that it be left in place.

Councillor L. Hansen-Zacharuk advised that the topic was a matter of discussion on social media and she asked for an update for the residents' information. She asked what the natural fluoride levels are in the river. R. Romanetz advised that naturally the river fluoride levels vary however on average the levels are between .2 to .5 ppm with the lower levels in winter. He further explained that the Town's operating approval specifies that fluoride levels at any time are not to exceed 1 ppm (.8 ppm averaged over a 30 day period).

Councillor J. Garbutt stated that currently the literature does not back up any adverse effect and until our local health authority provides confirmed reasons not to do this practice, the Town will not take any action. He further noted that the cost of a plebiscite is between \$20,000 - \$45,000.

8.1.2 RFD Alta Gas Franchise

R. Romanetz advised that he and B. Miller met with AltaGas representatives to review the minor changes to the existing 10 year franchise agreement which expires in 2015. AltaGas has proposed a new franchise agreement for the continuation of the service for Council's consideration and adoption. He further explained that the franchise agreement proposed uses the new agreement template that was recently negotiated by AUC (Alberta Utilities Commission) and the natural gas and power distribution providers. He recommended that the term of the agreement be for 10 years. The AUC has approved the negotiated franchise template.

In response to a question from Council, R. Romanetz advised that 10 years is reasonable and is the norm with other municipalities. He further stated that the agreement has not changed materially from what was in place and allows for more flexibility. Councillor S. Shoff asked if the municipality could get natural gas cheaper. R. Romanetz advised that the price of natural gas is set through the retailer and AltaGas provides the distribution as regulated by the AUC.

R. Romanetz asked B. Miller to speak to setting of the franchise fee. B. Miller explained that once per year, Council has the option to change the franchise fee however AUC has capped franchise fees at 35%. The Town is at 27% right now. She clarified that Council can change the fee however it must be advertised for two consecutive weeks to allow for an objection period. A change must be submitted to AltaGas and they would forward the change to AUC who in turn, authorizes the change for franchise fees. She stated that by keeping the fee at the current level the Town is maintaining the rate for Drumheller residents. Councillor J. Garbutt asked if franchise fees are passed on to the consumer. B. Miller stated yes.

MO2015.102 Shoff, Hansen-Zacharuk moved the approval of that the proposed franchise agreement and that the franchise fee remain at 27% and a 10 year term. Carried unanimously.

8.1.3 Bylaw 10.15 Alta Gas Franchise - First Reading

R. Romanetz advised that following first reading, Alta Gas will place notice in the newspaper for two consecutive weeks. The Town will also advertise the notice on our Town website.

MO2015.103 Shoff, Kolafa moved first reading of Bylaw 10.15. Carried unanimously.

8.2. DIRECTOR OF INFRASTRUCTURE SERVICES

8.3. DIRECTOR OF CORPORATE SERVICES

8.3.1 RFD - Sandstone Manor Tax Cancellation

B. Miller advised that the Drumheller Housing Administration has historically requested that the municipal portion of the property taxes be cancelled for the property occupied by the Sandstone Manor. She further advised that this cancellation of the municipal portion of the property tax is reflected in the Sandstone Manor budget, already reviewed by Council. The Municipal Government Act Section 347(1)(b) provides that Council may cancel or refund part of a tax. The Town is still required to remit the requisitions for the Education and District Seniors Foundation.

MO2015.104 Hansen-Zacharuk, Kolafa moved that Council approve the cancellation of the 2015 municipal portion of the taxes plus the requisition for the District Seniors Foundation for a combined total approximating \$9,000 for the Sandstone Manor Roll Number 04029906. Carried unanimously.

8.4. DIRECTOR OF COMMUNITY SERVICES

8.4.1 Canada's 150th Birthday Celebration - Federal Grant Application

P. Salvatore advised that Canada's 150th Birthday Fund aims to build or upgrade community / recreation facilities. He further advised that based on Council's request to do a short survey of a project selection under Canada's 150th Birthday Celebration Grant application and based on 336 votes received, 70% of residents were in favor of the Aquaplex Retrofitting Project. The remaining two projects, Walking Trail Upgrades scored 26% while the Hoodoo Development scored 4%.

The Aquaplex Retrofitting Project will add zero depth entry to the pools, increasing the facility's efficiency and heightening the general level of services at the Drumheller Aquaplex. The estimated total project cost is \$1.2M contingent upon receipt of funding and matching funding source with Western Diversification.

In response to a question from Council, R. Romanetz advised that if the Town is successful on this application, these dollars will be in addition to the Town's commitment of \$600,000 and MSI dollars which is for a bare minimum upgrade. The additional dollars would allow for the project retrofit as outlined above as well as the previously approved capital project for redoing the deck, liner, changing the drainage, new tiling and installation of anti-slip material. He further advised that the upgrades improve safety to a building that was constructed in 1975.

MO2015.105 Hansen-Zacharuk, Kolafa moved that Council supports the Town of Drumheller's grant application under Canada's 150th Birthday Fund for the Aquaplex Retrofitting Project. Carried unanimously.

8.5. DIRECTOR OF PROTECTIVE SERVICES

9.0 PRESENTATION OF QUARTERLY REPORTS BY ADMINISTRATION

10.0 PUBLIC HEARING DECISIONS

11.0 UNFINISHED BUSINESS

12.0 NOTICE OF MOTION

13.0 COUNCILLOR REPORTS

13.1 Councillor P. Kolafa - FCM Conference

Councillor P. Kolafa provided an overview of his attendance at the FCM Conference in Edmonton from June 5 – 8. He stated that it was an informative experience with several keynote speakers - Hon. Joe Oliver – Minister of Finance, Justin Trudeau – Leader Liberal Party, Tom Muclair – Leader of the NDP, and Elizabeth May – Leader of the Green Party. Highlights included a presentation on the Disaster Mitigation Program and National Flood Insurance Program (advised that accurate flood mapping must be in place), a session on finding new money without increasing taxes and user fees, a session on sponsorships / naming rights and offering sponsors what they want, and a session on putting local strategy into action (lobbying – asking how does your advocacy affect the people). As well, a tour of NAIT - the future of Edmonton's alternative energy (key point - without subsidy, alternative energy wins every time); another tour included the Mercer Warehouse – championing entrepreneurial spirit (building community projects with an idea to rent retail areas for a short time). He stated that he would forward any Emails of interest to Council and Administration.

14.0 IN-CAMERA MATTERS

There being no further business, the Deputy Mayor declared the meeting adjourned at 5:10 PM.

Deputy Mayor

Chief Administrative Officer



DRUMHELLER

CORPORATE SERVICES

Agenda Item # 8.1.1



Request for Decision

Date: June 26, 2015

| | |
|---|--|
| Topic: | Fire Department Services Dispatch |
| Proposal: | Dispatch Agreement |
| Proposed by: | Barbara Miller, CGA Director, Corporate Services |
| Background: | <p>The City of Red Deer has provided the Town of Drumheller with fire dispatch service since 2002. The most recent agreement between the Town of Drumheller and the City of Red Deer expired on December 31, 2014.</p> <p>A new contract proposal has been presented by the City of Red Deer for council consideration and approval. Terms of the contract are for 5 years, with an option to cancel at any point within the 5 years by providing 6 months written notice.</p> <p>Over the term of the existing contract, the level of service has been excellent</p> |
| Correlation to Business (Strategic) Plan | |
| Benefits: | <p>The proposed service agreement with the City of Red Deer for emergency dispatch places the responsibility with the experts – City of Red Deer Communications centre. This includes the necessary technology, staffing levels and dispatch training requirements. The City of Red Deer continues to invest in these areas to ensure exceptional service.</p> <p>As our existing service provider, communications centre staff have a working relationship with our responders and are familiar with our area, level of service etc.</p> <p>Economies of scale are a benefit enjoyed through a service agreement. The Town could not provide its own service for the per capita rate charged.</p> |
| Disadvantages: | |
| Alternatives: | <p>Provision of the service by the Town of Drumheller. This would be a major undertaking – requiring extensive research, investment, training before implementation.</p> <p>Source alternative emergency dispatch service provider</p> |
| Finance/Budget Implications: | <p>The cost for emergency dispatch is recorded in the annual operating budget and is partly funded by the surrounding counties that we provide fire protections services to. The cost for 2015 exceeds budget by \$2344.80. This overage would be financed through the projected operating surplus for 2015.</p> |

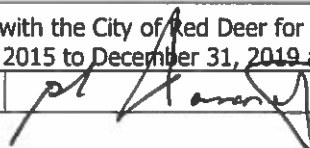
CORPORATE SERVICES

Telephone: (403) 823-1311

Created By: Barb Miller

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Agenda Item # 8.1.1

| | | | |
|--------------------------------|--|---------------------|---|
| Operating Costs: | Based on population of 8030 2015 - \$17,344.80 (2.16 per capita) (5.6%) 2016 - \$18,228.10 (2.27 per capita) (5.5%) 2017 - \$2.35 per capita (3.6%) 2018 - \$2.41 per capita (2.6%) 2019 - \$2.47 per capita (2.5%) | Capital Cost: | |
| Budget Available: | 2015 - \$15,000 | Source of Funds: | |
| Communication Strategy: | | | |
| Recommendations: | Authorize the CAO to enter into an agreement with the City of Red Deer for the provision of Emergency Services Dispatch for January 1, 2015 to December 31, 2019 as presented. | | |
| Report Writer: | Barbara Miller, CGA | CAO: |  |
| Position: | Director, Corporate Services | | |



FIRE DISPATCH SERVICES AGREEMENT

DATED this _____ day of _____, _____ (the "Effective Date").

BETWEEN:

THE CITY OF RED DEER
(the "City")

- and -

THE TOWN OF DRUMHELLER
(the "Municipality")

BACKGROUND

A. Section 54 of the *Municipal Government Act*, R.S.A. 2000, c. M-26, allows a municipality to provide a service in another municipality with the agreement of the other municipality; and

B. The parties wish to enter into an agreement by which the City will provide Emergency Agency Dispatch Services (the "Dispatch Services") to the Municipality, as more particularly described below;

NOW THEREFORE, in consideration of the promises, mutual terms, covenants and conditions herein, the parties hereto agree as follows:

SERVICES

1. The City agrees to provide Dispatch Services to the Municipality for the geographic area within the municipal boundaries of the Municipality, (the "Service Area"), in the manner more particularly set out in Section 3, and in accordance with the City's standard operating procedures, as may be amended by the City from time to time (the "Standard Operating Procedures").
2. The City will supply the Municipality with current copies of all applicable Standard Operating Procedures and any future amendments made thereto within a commercially reasonable period of time after such amendment is made.
3. The City agrees to provide Dispatch Services for calls originating within the Service Area, including receiving emergency E9-1-1 calls (a "Call", or collectively, the "Calls") and the City agrees to take the following action upon receipt of a call:
 - (a) dispatch fire trucks to respond to the Call;
 - (b) dispatch additional units to the Call when requested;
 - (c) contact other agencies to provide assistance as required, such as power and gas companies, STARS, RCMP etc. and/or;
 - (d) contact other emergency service agencies available under mutual aid agreements in effect (as the City is advised by the Municipality in accordance with Section 7(e));

4. Subject to Section 13, the Dispatch Services will be provided twenty-four (24) hours per day, seven (7) days per week during the Term (as defined in Section 8) and shall be performed in accordance with the Standard Operating Procedures of the City in effect from time to time.
5. The City shall keep records with respect to the provision of the Dispatch Services, including the following specific information, when available, and any other information, which the parties may jointly decide is required:
 - (a) total Calls received;
 - (b) the manner in which received Calls have been dealt with;
 - (c) the time each Call is received;
 - (d) the time each unit is dispatched;
 - (e) the time the units leave the hall;
 - (f) the time the units arrive on the scene;
 - (g) the time the units leave the scene; and
 - (h) the time units return to service.
6. The City shall:
 - (a) pay all costs incurred by it for the modification of its "Call Answer" system (ie: the equipment/technology/tools) required to provide the Dispatch Services hereunder;
 - (b) select and train all required City personnel to perform the Dispatch Services; and
 - (c) make commercially reasonable efforts to maintain adequate staff to ensure prompt delivery of Dispatch Services at all times.

COVENANTS OF THE MUNICIPALITY

7. The Municipality shall:
 - (a) be responsible for the supply, installation and maintenance of hardware at the Municipality locations necessary to receive radio transmissions and to install the necessary compatible radio equipment in the City's 9-1-1 Emergency Communications Centre;
 - (b) ensure that its emergency departments will conduct their radio communications in accordance with the City's Standard Operating Procedures as amended from time to time;
 - (c) ensure that emergency service providers in the Municipality will operate according to Standard Operating Procedures that have been approved by the City;
 - (d) provide the City with a dated copy of maps indicating the service areas for the agencies being dispatched, and any updates to such maps as soon as reasonably practicable. These maps must be specific to the individual services being dispatched; and
 - (e) manage its mutual aid agreements with all third parties. When requesting the 9-1-1 Communications Centre to contact mutual aid support, the Municipality will include the name of the agency they are requesting and the type of resources they require. For clarity, the City relies on the Municipality to provide any contact information for agencies they have mutual aid agreements with, and to update that information as required from time to time. The City is not responsible to independently verify the status of such mutual aid agreements.

TERM, RENEWAL AND TERMINATION

8. (a) This term of this Agreement shall be from the Effective Date until the end of the calendar year after the fifth anniversary of the Effective Date (the "Term").
- (b) Either party may terminate this Agreement on six (6) months written notice to the other.

SERVICE FEES

9. (a) The Municipality shall pay to the City a sum equal to the per capita fee per year X the numbers of persons in the Service Area, as determined by the latest official census.

| | <u>2015</u> | <u>2016</u> | <u>2017</u> | <u>2018</u> | <u>2019</u> |
|-----------------------|-------------|-------------|-------------|-------------|-------------|
| Per Capita Fee | \$2.16 | \$2.27 | \$2.35 | \$2.41 | \$2.47 |

- (b) The per capita fee as set out above is not inclusive of GST.
- (c) Payment of the above noted fees shall be made in accordance with the annual payment schedule as set out in Section (d)"
- (d) Payment Schedule:

| 2015 | 2016 | 2017 | 2018 | 2019 |
|-------------|-------------|-------------|-------------|-------------|
| March 31 | January 31 | January 31 | January 31 | January 31 |

INSURANCE AND INDEMNITY

10. (a) Each of the parties hereto shall be responsible for and indemnify and save harmless the other party, for any damages or losses (including legal fees on a solicitor and his own client full indemnity basis), or injuries resulting from the acts or omissions of their respective employees, servants, agents or contractors which may occur in the performance, purported performance, or non-performance of their respective obligations under this Agreement; provided that, such indemnity shall be limited to an amount in proportion to the degree to which the indemnifying party, its employees, servants, agents or contractors are at fault or otherwise held responsible in law, and such indemnity shall exclude damages caused by or contributed to by the other party's negligence to such extent that such damages are caused by or contributed to by the other party's negligence.

The indemnifications set forth above, hereof, will survive the expiration of the Term or the termination of this Agreement for whatever cause and any renewal or extension of the Term, as the case may be.

- (b) Both parties agree to maintain in place during the Term a policy of commercial general liability insurance covering the obligations of such respective party hereunder, such policy to be an amount of not less than \$5,000,000.00 per occurrence.
- (c) The City must be shown as an additional insured on the commercial general liability policy obtained by the Municipality. A copy of the certificate of insurance must be deposited with the City before this Agreement goes into effect.

RECORDS AND INFORMATION

11. **Records:**

The City shall keep a record of information collected while providing the Dispatch Services (the "Records") and shall share such information with the Municipality upon request or in accordance with the terms of any existing Service Level Agreement between the parties. The City shall retain the Records in accordance with

the City's record management protocols and applicable legislation. The Municipality and the City shall each be responsible for the storage of the Records in their possession and shall ensure that storage and disclosure of such Records is in compliance with all applicable legislation.

12. Terms of Agreement Confidential

- (a) The Municipality shall keep the terms of this Agreement, including, but not limited to the fees payable by the Municipality to the City under this Agreement and the business practices of the City including the operations of the 9-1-1 Emergency Communications Centre, confidential and shall not disclose such information to any third party without the prior written consent of the City. This section shall survive termination or expiry of this Agreement.
- (b) The parties acknowledge that any disclosure of information contrary to the Section 12(a) could cause irreparable harm and significant injury to the City not fully compensable by an award of damages. Accordingly, the parties hereby agree that the City will have the right to seek and obtain from, the Court of Queen's Bench of Alberta specific performance and/or injunctive relief to enforce the obligations of the Municipality under this section. This right is in addition to any other rights and remedies whatsoever the City may have.

GENERAL

13. Force Majeure:

- (a) The City shall not be liable for any failure of or delay in the performance of its obligations hereunder nor be deemed to be in breach of this Agreement, if such failure or delay has arisen from "Force Majeure". For the purposes of this Agreement, "Force Majeure" means any cause not within the control of the City including, without limitation, interruption of telecommunications, gas, electric or other utility service, acts of God, strikes, lockouts, or other industrial disturbances, acts of war, blockades, insurrections, riots, epidemics, landslides, earthquakes, fires, lightning, storms, floods, high water, washouts, inclement weather, orders or acts of military authorities, civil disturbances and explosions.
- (b) Where the City is prevented from carrying out its obligations hereunder due to Force Majeure, the City shall, as soon as possible, give notice of the occurrence of such Force Majeure to the Municipality and the City shall thereupon be excused from the performance of such obligations for the period of time directly attributable to the effect of the Force Majeure.

14. Waiver:

No consent or waiver, express or implied, by either party to or of any breach or default by the other party in the performance by the other party of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance of obligations hereunder by such party hereunder. Failure on the part of either party to complain of any act or failure to act of the other party or to declare the other party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights hereunder.

15. Assignment:

This Agreement may not be assigned by either party without the prior written consent of the other, which may be arbitrarily withheld.

16. Governing Law:

This Agreement shall be construed and governed by the laws of the Province of Alberta and the laws of Canada applicable therein and the parties irrevocably attorn to the exclusive jurisdiction of the Courts of the Province of Alberta.

17. Time is of the Essence:

Time shall be of the essence of this Agreement.

18. Dispute Resolution:

- (a) In the event of a disagreement between the parties with respect to any issue, matter or other thing arising from this Agreement, either party may refer such dispute to mediation. Such mediation shall be a non-binding process aimed at resolving the parties' concerns, facilitated by a mediator mutually agreeable to the parties. Each party shall bear its own costs related to mediation.
- (b) In the event of a disagreement between the parties with respect to any issue, matter or other thing arising from this Agreement, which cannot be resolved by mediation, the parties may agree to refer such dispute to arbitration. Arbitration shall be conducted by a single arbitrator, appointed jointly by the parties, whose decision shall be binding. If the parties are not able to agree on an arbitrator, the Alberta Court of Queen's Bench shall be asked to appoint one. Each party shall bear its own costs associated with the Arbitration, unless the Arbitrator determines otherwise.

19. Enurement:

This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

20. Notice:

All notices required or permitted hereunder shall be in writing and shall be deemed to have been received on the date served by hand or courier, on the date faxed or five (5) days after the date of mailing. The address of the parties for service of notices shall be:

- (a) in the case of the City:

City of Red Deer
P.O. Box 5008
Red Deer, AB T4N 3T4
Phone: (403) 346-5511
Fax: (403) 343-1866
Attention: Fire Chief/Manager

- (b) in the case of the Municipality:

The Town of Drumheller
703 – 2 Avenue West
Drumheller, AB T0J 0Y3
Phone: (403) 823-6300
Fax: (403) 823-7739
Attention: Chief Administrative Officer

or such other address as either party may from time to time direct in writing.

21. Relationship between Parties:

Nothing contained herein shall be deemed or construed by the parties nor by any third party, as creating the relationship of employer and employee, principal and agent, partnership, or of a joint venture between the parties, it being understood and agreed that none of the provisions contained herein nor any act of the parties shall be deemed to create any relationship between the parties other than an independent service agreement between the two parties at arm's length.

22. No Authority:

Except as may from time to time be expressly stated in writing by the one party, the other party has no authority to assume or create any obligation whatsoever, expressed or implied, on behalf of or in the name of the other party, nor to bind the other party in any manner whatsoever.

23. Agreement Entire Relationship

This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof and the parties acknowledge and agree that there are no covenants, representations, warranties, agreements or conditions expressed or implied, collateral or otherwise forming part of or in any way affecting or relating to this Agreement save as expressly set out in this Agreement.

IN WITNESS WHEREOF the parties have set their seals and hands of their proper officers in that behalf on the day and year first above written.

THE CITY OF RED DEER**THE TOWN OF DRUMHELLER**

Per: _____ c/s

Per: _____

Per: _____ c/s