

Memorandum of Agreement Template

Between

**Mountain View County
and the**

**Towns of Carstairs, Didsbury, Olds & Sundre
and the Village of Cremona**

WHEREAS, The County accesses direct and indirect municipal services from the Town for residents of the County; and

WHEREAS, The County wishes to make available to its residents direct and indirect Town municipal services, these services being available to the residents of The County; and

WHEREAS, the Town has developed and maintained the facilities and infrastructure required to provide these services to their residents and the residents of the County, and

WHEREAS, the Town and County want to ensure the municipalities are developed in a manner that is equitable and fair to both municipalities as per the AUMA and AAMD&C Principles Guiding the Development of Cost Sharing Arrangements, and

WHEREAS, both the Town and the County are desirous of maintaining one agreement between the parties to the greatest extent possible.

NOW THEREFORE, by mutual covenant of the parties hereto it is agreed as follows:

A. DEFINITIONS

1) In this Agreement

- a) "Services" means those services that both parties are desirous of joint cost sharing by which includes:
 - i) Cemetery;
 - ii) Family and Community Support Services;
 - iii) Fire;
 - iv) Library;
 - v) Recreation and culture
 - vi) Water and Wastewater;
- b) "Net Operating Costs" means the managed routine and extraordinary maintenance and operation of existing programs and facilities, less any associated revenues;
- c) "Capital Costs" means new facilities, expansions to existing facilities and intensification of use of existing facilities';
- d) "Year" means the calendar year beginning on January 1st and ending on December 31st, and
- e) "Region" will refer to all municipalities within the County and will include the Towns of Carstairs, Didsbury, Olds and Sundre, the Village of Cremona and Mountain View County.
- f) "Municipal Taxes" shall mean all municipal taxes, including land, machinery and equipment, business and other taxes, levied or assessed by the County against or with respect to any property which is subject to this Agreement pursuant to the Municipal Government Act, R.S.A. 2000, c. M-26, or similar legislation, and actually levied, but shall not include the following:
 - i) any taxes or rate levied to meet the requisition of a school district or division, or health authority, or the Province of Alberta;
 - ii) any taxes or rate levied to meet the requisition of the Mountain View Seniors Housing

Authority or other requisition specifically levied to pay for a service; and
iii) local improvement taxes
“Service Zone” shall mean those properties connected to and receiving treated water and/or wastewater services from the system owned and operated by the Town.

B. TERM OF AGREEMENT

- 1) The initial term of this Agreement shall be from January 1, 2007 to December 31, 2016 unless specified otherwise in this Agreement. Thereafter the agreement will automatically renew for a further 10 year term unless either party provides one years notice of termination or desire to renegotiate the agreement.
- 2) This Agreement may be amended by mutual consent of both parties unless specified otherwise in this Agreement.
- 3) It is agreed by the County and the Town that by no later than April of 2009, 2012 and 2015 that the Inter Municipal Committee shall meet to review the terms and conditions of the agreement. In the event of termination by one of the parties after the initial 10 year term, the issue of compensation for services provided under the agreement will be dealt with in accordance with the dispute resolution Clause K.

C. SCHEDULE OF PAYMENTS

- 1) Unless otherwise provided in this Agreement, payments shall be made on a quarterly basis (March 31, June 30, September 30, December 31 in any year) if invoiced at least thirty days in advance or within thirty days of receipt of invoice.
- 2) Receipt of invoice shall be considered to be seven days from postmark of mailing.

D. INTERMUNICIPAL COOPERATION

- 1) The Town and the County agree to create a recommending body known as the Inter-municipal Committee (hereinafter referred to as the Committee)
- 2) The Committee will meet on an as required basis and will develop recommendations to the Town and County Councils on all matters of strategic direction and cooperation affecting County and Town residents, except matters where other current operating structures and mechanisms are operating successfully. The topics to be discussed will include:
 - a) Long-term strategic growth plans for the County and the Town as may be reflected in Municipal Development Plans, Area Structure Plans, Inter Municipal Development Plan and other strategic studies.
 - b) Intermunicipal and regional transportation issues including the Transportation and Utility Corridors, truck routes, transitional access into and out of the Town.
 - c) The provision of Town services into the County.
 - d) Prompt circulation of major land use, subdivision and development proposals in either municipality which may impact the other municipality; and
 - e) The discussion of urban fringe and other intermunicipal or multi-jurisdictional issues in lieu of a regional planning system.
- 3) The Committee shall consist of four members, being the Reeve and local Councillor from the County and the Mayor and one Councillor from the Town.

- 4) The Chief Administrative Officers will be advisory staff to the Committee, responsible to develop agendas and recommendations on all matters, and for forwarding all recommendations from the Committee to their respective Councils.

E. GENERAL TERMS

- 1) Both parties agree that in consideration of the payments outlined in Clause F for services, that residents of the region will be afforded the same services at the same costs, including user fees, as the Town residents for services provided by the Town and the County residents for services provided by the County.
- 2) The Town and the County agree to complete an Intermunicipal Development Plan to ensure the orderly development of the area surrounding the Town.
- 3) In order to minimize competition for development between the municipalities and within the region, The County agrees to present the following for inclusion in the appropriate planning bylaws:
Subdivision lot sizes within the referral area of the Inter Municipal Development Plan for country residential, commercial and industrial developments that will not be competing with urban uses
 - a. a minimum size of 1.0 acres for residential, except for clustered development as identified in an approved area structure plan, where a minimum size of 0.25 acres will be permitted,
 - b. a minimum size of 5.0 acres for industrial, and
 - c. a minimum size 2.5 acres for highway commercial.
- 4) The Town agrees to submit the following for inclusion in the appropriate planning bylaws: “country residential developments with lots exceeding 1.0 acre will not permitted the urban municipality.”
- 5) The County agrees that it will present the following for inclusion in the appropriate planning bylaws,
 - a. Retail stores exceeding 5000 sq. meters in floor area, and
 - b. Membership wholesale stores exceeding 5000 square meters in floor area, will not be permitted in the County and will be encouraged to locate in the urban municipalities within the County
- 6) The Town and County also agree to submit for inclusion in the planning bylaws, clauses that will address variances to the provisions in Clauses 5 and 6, that will provide for the following
 - a. Variances of up to 10% in parcel size may be dealt with at the administration level and upon the agreement of both municipal administrations may be permitted.
 - b. Variances to the general terms and size variances of greater than 10% will be referred to the Committee for their consideration and approval.

F. RECREATION AND CULTURE PLANNING

- 1) The municipalities within the region recognize that recreation and culture are important services provided by all municipalities in the region and agree within the first 24 months of this agreement to complete a Regional Recreation and Culture Master Plan, including libraries, and with costs of preparing the plan to be shared on a per capita basis.
- 2) The County and the Town recognize that Town has ownership and operational control of the

recreation facilities and services offered by the Town, and further the County recognizes the Town's capital contribution for the development of these facilities.

G. MUNICIPAL SERVICES – CAPITAL PROVISIONS

- 1) The County and the Town have expressed a need to be involved in the decision-making process leading to capital projects, including recreation, cultural, library, water and wastewater infrastructure and major roadways.
- 2) Both parties agree to notify the other of capital projects at the initial planning stage. The County will notify the Town of any projects within the Town's recreation district.
- 3) The initial notification will include a general description of the project, estimated costs and timing of expenditures. The other party will advise if they have objections in principle to funding the project and provide reasons. An opportunity will be provided to discuss the project at a joint meeting of the two Councils.
- 4) Both municipalities may become involved in the planning of capital projects, by appointing a person to whom the information can be directed.
- 5) The representative may participate in any of the meetings for the design process.
- 6) The following criteria will be used when assessing funding of new capital projects:
 - a) Relationship of the proposed capital project to Intermunicipal Development Plan, the Regional Recreation Master Plan, or any other regional long term planning document prepared by the municipalities
 - b) The level of community support;
 - c) The nature of the project;
 - d) The demonstrated effort by volunteers to raise funds and obtain grants (if applicable);
 - e) The projected operating costs for new capital projects;
- 7) The Town and County recognize that the decision to participate in or not participate in a capital project ultimately lies with the respective municipal councils, who in turn must rely on the support of their electorate to support the project and any capital borrowing that could be required.

H. MUNICIPAL SERVICES – OPERATIONAL COSTS

1) Cemetery

- a) The municipalities within the region will continue to operate the cemeteries within their respective municipalities and all residents of the region will be provided access to a cemetery for the same fee as charged to a resident of the municipality operating the cemetery.

2) Parks and Open Spaces

The municipalities within the region will continue to operate the parks and open spaces within their respective municipalities and all residents of the region will be provided access to the parks and open spaces for the same fee

3) Family and Community Support Services

- a) The municipalities within the region agree to work together and support the FCSS programs provided to the residents of the region.
- b) It is agreed by the County and the Town that any agreement on the provision of FCSS services shall be considered a stand alone separate Agreement and shall be excluded from this Agreement.

4) Fire Services

- a) It is agreed by the County and the Town that the Fire Department Cost Sharing Agreement shall be considered a stand alone separate Agreement and shall be excluded from this Agreement.

5) Library

- a) It is agreed by the County and the Town that the County will provide an annual per capita funding to the town to cover the operation costs, books and capital maintenance, based on the recreation area population as designated by the County, with the increase in funding to be phased in over a five year period based on the following amounts, and subject to Clause I, Funding Adjustments.

Year	Base Funding Per Capita
2006	\$2.00
2007	\$3.35
Year Two	\$4.70
Year Three	\$6.05
Year Four	\$7.40
Year Five & beyond	\$8.75

- b) The County and the Town acknowledges that in addition to the operation costs, that a fund for capital maintenance should be separately identified for recreation and cultural facilities. Both parties agree that the terms of reference for the Regional Recreation and Culture Master Plan will include the development of a formula for establishing a capital maintenance fund for recreation and cultural facilities in both the Town and the County.
- c) It is agreed that the Town will contribute a minimum of the equivalent per capita amount to the library programs and facilities and where it does not, shall refund to the County any excess contributions.
- d) It is agreed that the County will be entitled to nominate a person for appointment to the Town Library Board and the Town agrees to appoint that person.

Both parties agree to continue to be members of the Parkland Regional Library Board and to authorize the appropriate distribution of funds to the Town Library Board.

6) Agricultural Pest Control (Fungus and Weeds)

- a) The Town and the County agree to work together to administer and maintain agricultural pest control programs within the region.

It is agreed, if required, that the County and the Town will enter into a stand alone separate Agreement to provide pest control.

7) Recreation and Culture

- a) The Town and County agree recreation and culture facilities and programs require assistance from the taxpayers in order to subsidize youth and senior programs.
- b) For the purposes of this Agreement, the County will provide an annual grant to the Town to assist in the cost of providing recreation and culture programs, except as elsewhere provided in this agreement, including the operation, and maintenance of all indoor and outdoor recreation and culture facilities located in the Town.
- c) The parties agree that the per capita grant formula will be based on the recreation area population as designated by the County, with the increase in funding to be phased in over a five year period based on the following amounts, and subject to Clause I, Funding Adjustments.

Year	Base Funding Per Capita With Pool	Base Funding Per Capita No Pool
2006	\$31.70	\$31.70
2007	\$43.87	\$37.29
Year Two	\$56.95	\$42.88
Year Three	\$68.22	\$48.48
Year Four	\$80.40	\$54.07
Year Five & beyond	\$92.57	\$59.66

- d) It is agreed that the Town will contribute a minimum of the equivalent per capita amount to the town recreation and cultural programs and facilities and where it does not, shall refund to the County any excess contributions.

The County and the Town acknowledges that in addition to the operation costs, that a fund for capital maintenance should be separately identified for recreation and cultural facilities. Both parties agree that the terms of reference for the Regional Recreation and Culture Master Plan will include the development of a formula for establishing a capital maintenance fund for recreation and cultural facilities in both the Town and the County.

8) Water and Wastewater

- a) The Town agrees to provide water and wastewater services to businesses, industry and residential developments in the County within the area identified in Schedule A (Map of proposed development areas in vicinity of the Town), subject to the County paying the library, recreation and culture funding as outlined in Clauses 5a and 7c and subject to the payment of the appropriate water and wastewater facility expansion costs to the Town.
- b) The County will be responsible for all costs associated with the infrastructure and over sizing required to connect into the Town water and wastewater systems. The Town acknowledges that the County will cover these costs and will eventually recover their costs as new developments connect into the system.

- c) In recognition of providing water and wastewater services to properties in the County, it is agreed that the County will pay to the Town 10% of the municipal taxes collected for any developments serviced with town water and 10% for any developments served by town wastewater services from the time of service connection until the end of this Agreement., for a maximum total of 20% of property taxes. This tax sharing shall continue where sources of water and wastewater services for those properties agreed to be serviced in Schedule A after the source of services is changed to a regional system.
- d) The Town's responsibility for water/wastewater line maintenance shall end at the outlet of the meter vaults servicing the County or at the point that water or wastewater lines cross the Town boundary.
- e) The Town shall establish water and wastewater rates based upon the "Utility Method" as recognized by the Alberta Energy and Utilities Board and or guidelines as developed by the Mountain View Regional Water Commission, with rates similar to the rate charged within the Town, but allowing for recovery of capital costs for servicing the development in the County.
- f) The Town shall provide the County with notice of any annual changes to the water and wastewater rates charged to the County by December 31 of each year for rate change implementation by April 1 of the following year.
- g) The County shall provide "as-built" drawings of all existing water system lines connected to Town's system, and shall provide, in a timely manner, drawings of any changes that might subsequently be carried out.
- h) The County shall on an annual basis provide a listing of all "County" customers supplied by the Town, so that the Town may determine its testing requirements in accordance with their "Approval to Operate".
- i) The Town shall have the right to review and approve the design of any new the County services connecting to their system.
- j) The Town shall contact the County in the event of any service disruption, and The County shall be responsible for notifying their customers. The County shall be responsible for any and all precautionary start-up procedures required following such disruption of service.
- k) The County agrees to administer the water and wastewater systems in accordance with the same standards, policies and bylaws as applicable to the users in the Town.
- l) In the event of any dispute concerning the accuracy of meters within the meter vaults, the Town shall ensure that any meter in question shall be tested in a timely manner. Should the meter be found to be accurate the County shall pay all costs incurred for meter testing. Should the meter be found to be inaccurate, the Town shall pay all costs incurred for meter testing and repair.
- m) The Town agrees to support any request by the County, Sundre or Cremona to become full members of the Mountain View Regional Water Commission on an equitable basis.
- n) The Town agrees to enter into an agreement to administer, service and maintain the water and wastewater systems in the County based on the full recovery of costs, plus 10% for administration.

I. FUNDING ADJUSTMENTS

- 1) COUNTY ASSESSMENT – the annual increase in the base funding provided by the County for libraries, recreation and culture under Clauses H.5.a. and H.7.c. is conditional on the County having access to water and sewer services and will be phased in over a maximum of five

years.

Increases in base funding after 2007 will be based on the accumulated increase in new assessment in 2007 and subsequent years.

Accumulated less than 2%	no change
2% but less than 4%	Year Two
4% but less than 6%	Year Three
6% but less than 8%	Year Four
8% plus	Year Five

Year Five base funding shall be in place no later than 2011.

- 2) CHANGES IN PROVINCIAL LEGISLATION AND OR REGULATIONS REGARDING THE CALCULATION OF PROPERTY ASSESSMENT – the cost sharing arrangements in this agreement are based on the current Municipal Government Act and the regulations regarding assessment. In the event the Province changes these regulations in a manner that will materially affect the County's ability to collect revenue the parties to this agreement, agree to revisit the per capita funding amounts for recreation, culture and libraries.

- 3) COLA – the base funding for cost sharing agreements will be adjusted annually to reflect the cost of living increase. The annual Provincial average cost of living as of June will be used for the adjustment to the base funding paid by the County for the next fiscal year.

- 4) POPULATION ADJUSTMENTS – the Federal Census population statistics will be used to calculate the populations for the Town and the area within the County serviced by Town (recreation district). The County agrees to phase in the population adjustment from the 2006 Federal Census beginning in 2007 based on adding 4% in 2007, 4% in 2008 and subject in 2009 to adjustments to reflect the actual population increase resulting from the 2006 census. The County and the Towns also agree to increase their respective populations beginning in 2008, based on 2.5 people per new housing start in the previous year, subject to adjustment of population numbers at the time of each Federal Census without recalculation of past funding.

REDISTRIBUTION OF FUNDS – In the event all the funds are not utilized, the County may at the request of the municipality hold the funds in reserve for up to one year. In the event one or more of the regional municipal partners cannot utilize and/or provide the matching municipal funds for a given year, the unused portion of their allocation may be redistributed to the other urban partners on a per capita basis provided they match the increase to offset operational expenses.

J. INDEMNITY

- 1) The Town shall indemnify and hold harmless the County, its employees and agents from any and all claims, actions and costs whatsoever that may arise directly or indirectly out of any act or omission of Town, its employees or agents in the performance of this Agreement. Such indemnification shall survive termination of this Agreement.
- 2) The County shall indemnify and hold harmless the Town, its employees and agents from any and all claims, actions and costs whatsoever that may arise directly or indirectly out of any act or omission of County, its employees or agents in the performance of this Agreement. Such indemnification shall survive termination of this Agreement

- 3) The County shall not be liable or responsible for any bodily or personal injury or property damage of any nature whatsoever which may be suffered or sustained by the Town, its employees or agents in the performance of this Agreement.

The Town shall not be liable or responsible for any bodily or personal injury or property damage of any nature whatsoever which may be suffered or sustained by the County, its employees or agents in the performance of this Agreement

K. BOUNDARY CHANGES

- 1) The Town and the County agree that during the term of this agreement that they will work together to support the growth of both communities. The County agrees to support annexation requests by the Town for purposes of ensuring the orderly and planned development of the Town, and agrees to enter into an annexation agreement with the Town.
- 2) When the supply of available land within the Town boundaries has been reduced to less 15 years of growth, the County will support annexations requests that will normally provide for the Town to have sufficient land for 20 years of growth. The Town and the County agree that the cost sharing formulas within this agreement will be adjusted following an annexation by the Town to reflect the appropriate cost sharing based on the revised populations.
- 3) The Town agrees, in the event of annexation, the Town will reimburse the County for the appropriate/proportionate share of the infrastructure costs that have not been recovered through off-site levies.

The County and Town agree, in the event of annexation, to amend in the Inter Municipal Development Plan and adjust the fringe areas in accordance with the increase in size of the Town to provide for an additional projected 20 year growth area, and further to adjust the referral area.

L. DISPUTE RESOLUTION

- 1) The Committee will meet and attempt to resolve the dispute
- 2) In the event the Committee is unable to resolve an issue, the next step will be to seek the assistance of a mediator.
- 3) In the event of a dispute can not be resolved through Steps 1 and 2, the dispute may be referred to a single arbitrator mutually acceptable to both parties. Failing mutual agreement, either party may apply to a Judge of the Court of Queen's Bench of Alberta to appoint an arbitrator whose decision shall be final and binding upon both parties. The Arbitration Act of Alberta in force from time to time shall apply to arbitration proceedings commenced pursuant to this Agreement.

M. CORRESPONDENCE

- 1) Written notice under this Agreement shall be addressed as follows:
 - a. In the case of The County to:
Mountain View County
c/o County Manager
 - b. In the case of the Town to:
Town of _____
c/o Town Manager

IN WITNESS WHEREOF the parties have affixed their corporate seals as attested by the duly authorized signing officers of the parties as of the first day above written.

MOUNTAIN VIEW COUNTY

TOWN OF _____

Reeve

Mayor

County Manager

Town Manager