

THIS MEMORANDUM OF UNDERSTANDING dated the \_\_\_\_ day of \_\_\_\_\_, 2019.

**BETWEEN:**

**County of Vermilion River**  
(Hereinafter referred to as the "County")

**-and-**

**City of Lloydminster**  
(Hereinafter referred to as the "City")

**MEMORANDUM OF UNDERSTANDING**

**WHEREAS:**

- A. The County provides for the residents residing in the Hamlet of Blackfoot sewage treatment services:
- B. The Sewage Treatment Facility located in the Hamlet of Blackfoot is at the end of its operational life and can no longer meet the legislative requirements to treat its effluent without major upgrades: and
- C. The City's Waste Water Treatment Facility (WWTF) has the capacity to treat the sewage from the Hamlet of Blackfoot.

**NOW THEREFORE** the Parties, in consideration of the above, agree to work collaboratively to create an agreement which would allow for sewage from the Hamlet of Blackfoot to be treated at the City's WWTF, this MOU agree as follows:

**Article 1 – Statement of Intentions**

- 1.1** Purpose and Intentions – The Parties agree to work cooperatively together, in good faith, with a view of enabling Parties to develop an agreement which will allow for conveyance and ultimate treatment of sewage from the Hamlet of Blackfoot at the City's WWTF, as provided by and subject to this MOU.
- 1.2** Standards of Performance – Each of the Parties shall use its best commercially reasonable efforts (subject always to statutorily imposed duties, obligations and discretions) to perform all of its duties under this MOU.

**Article 2 – City Covenants and Representations**

- 2.1 City Covenants and Representations** – The City hereby covenants and represents in good faith to the County that it shall:
  - a) Work collaboratively to establish a formal agreement which will determine the best way to convey and treat the sewage from the Hamlet of Blackfoot at the City's WWTF that meets and conforms with all regulatory standards and requirements;

- b) Jointly work with the County to determine if other opportunities to provide these services to residents or businesses along the established conveyance route exist or the area services will be provided to;
- c) Establish fees for services in the formal agreement that address the costs connected to services, the operational costs and future capital costs;

### **Article 3 – the County Covenants and Representations**

**3.1 County Covenants and Representations** – The County hereby covenants and represents in good faith to the City that it shall:

- a) Provide any and all information the City deems necessary to determine how to best provide wastewater treatment to the determined area of Service;
- b) Work cooperatively with the City to establish a costing model that addresses costs of construction, connection to services, the City's operational and capital costs.
- c) Conform with the legislative requirements for the treatment and disposal of sewage in accordance with all City bylaws and provincial legislations.

### **Article 4 – General**

**4.1 Announcements and Publicity** – The Parties agree that the contents and timing of any announcements or media releases regarding any of the matters provided for in this MOU shall be subject to the prior approval of both Parties. The Parties each agree that it shall consult with the other Party in relation to the contents and timing of any announcements and media releases.

**4.2 Notices** – Any notice required or permitted to be given under this MOU shall be in writing and may be given by delivery to the following addresses, and if so given shall be deemed received at the time of delivery; or by facsimile transmission to the following numbers, or by email to the following email addresses and if so given shall be deemed received on the next business day following the transmission:

- a) If to the City, addressed to it at:
 

City of Lloydminster  
 4420-50 Avenue  
 Lloydminster, AB/SK  
 T9V 0W2  
**Attention:** City Manager  
 Fax Number: 780-871-8345  
 Email: [dpollard@lloydminster.ca](mailto:dpollard@lloydminster.ca) or  
[cityclerk@lloydminster.ca](mailto:cityclerk@lloydminster.ca)
  
- b) If to the County, addressed to it at:
 

County of Vermilion River  
 PO BOX 69  
 Kitscoty, AB  
 T0B 2P0  
**Attention:** Chief Administrative Officer  
 Fax Number: 780-846-2716  
 Email: [sharrower@county24.com](mailto:sharrower@county24.com) or  
[reception@county24.com](mailto:reception@county24.com)

**Article 5 – Common Intentions**

- 5.1 The Parties acknowledge to work collaboratively to agree on material issues relating to the design, creation or implementation of the servicing area and line. The Parties confirm their common intention to work together in good faith with a view to resolving those issues and, subject to the Conditions Precedent, concluding the Final Agreements as soon as reasonably possible; provided always that each of them shall be entitled to accept or reject any or all Final Agreements in their sole discretion

**Article 6 – Binding**

- 6.1 Nothing in this MOU binds either party to future considerations, no decision providing services shall be considered final until the Agreement has been ratified by resolution of both Councils.

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

**City of Lloydminster**

Per: \_\_\_\_\_  
Gerald S. Aalbers, Mayor

Per: \_\_\_\_\_  
Dion Pollard, City Manager

**County of Vermilion River**

Per: \_\_\_\_\_  
Dale Swyripa, Reeve

Per: \_\_\_\_\_  
Pat Vincent, CAO