

THIS AGREEMENT MADE EFFECTIVE THE ____ DAY OF _____, 2022.

MEMORANDUM OF AGREEMENT

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF ALBERTA
as represented by the Minister of Alberta Environment and Parks
(the “Province”)

and

COUNTY OF VERMILION RIVER
 (“CVR”)

(collectively referred to as the “Parties”)

WHEREAS the Province’s previous Interim Wetland Policy required applicants for *Water Act* approvals to compensate the Province for impacts to the wetland when avoidance was not an option. Applicants paid this wetland compensation directly to Wetland Restoration Agencies (“WRA”) designated by the Province, to use to restore wetland in Alberta.

AND WHEREAS as a WRA for the Province from April 23, 2013 to March 31, 2018, CVR collected and administered wetland compensation from *Water Act* approval applicants for the purpose of using these funds to undertake wetland restoration projects within CVR’s boundaries.

AND WHEREAS CVR used the wetland compensation it collected up to March 31, 2018 for wetland restoration projects within its boundaries, but has not been able to use all the wetland compensation it collected from April 23, 2013 to March 31, 2018.

AND WHEREAS the Interim Wetland Policy is no longer in effect and CVR is no longer a WRA.

AND WHEREAS CVR wishes to transfer the unused funds plus interest to the Province, less an administration fee, and the Province wishes to accept this transfer of funds from CVR, subject to the terms and conditions of this Agreement.

In consideration of the mutual covenants contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Parties therefore agree as follows:

1. Definitions:

- (1) “Administration Fee” means the administration fee to be retained by CVR as set out in Article 3;
- (2) “Agreement” or “MOA” means this Memorandum of Agreement;

- (3) "Interest" means the amount of interest earned on the Wetland Replacement Fees, as set out in section 2(2);
- (4) "Total Transfer Amount" means the Wetland Replacement Fees plus Interest, minus the Administration Fee, in the total amount as set out in section 4(1);
- (5) "Wetland Replacement Fees" means the total amount of wetland compensation collected by CVR during the period of April 23, 2013 to March 31, 2018 from applicants for *Water Act* approvals, as set out in section 2(1).

2. Wetland Replacement Fees and Interest:

- (1) The Parties acknowledge and agree that the total amount of Wetland Replacement Fees collected by CVR during the period of April 23, 2013 to March 31, 2018 is \$ 760,677.68.
- (2) The Parties acknowledge and agree that the total amount of interest earned on the Wetland Replacement Fees is \$ 36,106.30.
- (3) The Parties acknowledge and agree that the total amount of Wetland Replacement Fees spent by CVR during the period of April 23, 2013 to March 31, 2022 on Wetland Replacement Projects is \$ 334,612.21.

3. Administration Fee:

- (1) The Parties agree that CVR will be paid an Administration Fee of \$8,805.03 and acknowledge that the Total Transfer Amount has been reduced by this amount.
- (2) The Parties agree that the Administration Fee is sufficient consideration paid to CVR by the Province for its collection and administration of the Wetland Replacement Fees and Interest, and no further monies will be owed to CVR by the Province in relation to the collection and administration of these funds.

4. Transfer of Funds to the Province:

- (1) The Parties agree that the Total Transfer Amount to be transferred by CVR to the Province is \$453,366.74.
- (2) CVR shall transfer the Total Transfer Amount to the Province via cheque made payable to "Government of Alberta":

Finance – Revenue
6th Floor, South Petroleum Plaza
9915 – 108 Street
Edmonton, AB T5K 2G8

- (3) CVR shall include with the cheque a covering letter which states the cheque is being sent as per this agreement and is for the transfer of Wetland Replacement Fees collected by CVR.

(4) CVR shall ensure the cheque and covering letter is sent via registered mail and is received by the Province no later than May 1, 2022.

5. Obligations Arising from the Collection of Wetland Replacement Fees:

(1) As CVR is no longer a WRA for the Province, the Parties acknowledge and agree that CVR is no longer acting on the Province's behalf for collecting wetland replacement fees from *Water Act* approval applicants, or carrying out wetland restoration projects within CVR's boundaries with this compensation.

(2) Upon full transfer of the funds by CVR to the Province in accordance with section 4, CVR shall have no further responsibilities or obligations in relation to the Wetland Replacement Fees and Interest.

6. General:

(1) This MOA shall become effective on the date first written above and shall be deemed completed after the Total Transfer Amount has been fully transferred by CRV and received by the Province.

(2) The Parties may amend this Agreement only by mutual written agreement signed by the parties.

(3) This Agreement contains the entire agreement of the parties concerning the subject matter of this Agreement and except as expressed in this Agreement, there are no other understandings or agreements, verbal or otherwise, that exist between the parties.

(4) The headings in this Agreement are inserted for convenience of reference only and shall not affect the meaning or construction of this MOA.

(5) This Agreement may be executed in counterparts, in which case (i) the counterparts together shall constitute one agreement, and (ii) communication of execution by fax transmission or e-mailed in PDF shall constitute good delivery.

The parties have executed this Agreement by their duly authorized representatives:

Alberta Environment and Parks

County of Vermilion River

Angela Burkinshaw, Director
Grants and Program Delivery

Harold Northcott
Chief Administration Officer

Date: _____

Date: _____