

THIS AGREEMENT dated the ____ day of _____, 2023.

BETWEEN:

(“_____”)

- and -

COUNTY OF VERMILION RIVER
(the “County”)

MUNICIPAL SERVICES AND COMPATIBILITY AGREEMENT

INTRODUCTION

- A. _____, through its wholly-owned subsidiary _____ Corporation, has acquired or intends to acquire the surface titles for the lands described as _____, (the “**Lands**”) civically known as _____, Alberta _____.
- B. The Lands are situated within the boundaries of the County.
- C. _____ intends to have the Lands set apart as _____ Land pursuant to the terms of its Specific Claims _____ Agreement as entered into with Her Majesty the Queen in Right of Canada, dated _____. For the purpose of this Agreement, “_____ Land” means _____ Land as defined by the _____, R.S.C. 1985, c.1-5, as amended or replaced from time to time (the “_____”) and shall include designated land, conditionally surrendered land, and land of a similar status under any successor legislation replacing the _____ (“_____ **Land**”).
- D. Pursuant to the _____, _____ may, otherwise than absolutely, release or surrender its rights or interests in all or any portion of _____ Land to or in favour of Her Majesty the Queen in Right of Canada so as to become designated lands, as that term is defined within the _____ (the “**Designated Lands**”).
- E. The County provides various services to lands located within the municipal boundaries of the County, upon and subject to the terms and conditions of service established from time to time by the County in respect of the respective service established from time to time under service contract(s) with the consumer or otherwise (“**Terms of Service**”), and subject also to any and all terms, conditions, restrictions, requirements and obligations established by the County from time to time under municipal bylaws (“**County Bylaws**”).
- F. The terms of this Agreement, as amended from time to time, shall apply to the Lands so long as they are designated and set apart as _____ Land under the _____.
- G. Any consent or agreement of the County contained or contemplated within this Agreement is without prejudice to any further or other request or process respecting the creation of _____ Land by _____;
- H. The parties wish to establish a long-term relationship of practical cooperation which respects _____'s jurisdiction, but which also recognizes the need for ongoing compatibility and coordination between the

parties, particularly as to land use, building and fire standards, public health and safety, and business regulation, because of the close proximity of the Lands to other lands and businesses within the County.

- I. All lands that are not _____ Lands shall comply with the County's bylaws and policies until such time the Lands have been identified as _____ Lands.
- J. The purpose of this Agreement is to set out the undertakings which each party has given to the other relating to the Lands only.

NOW THEREFORE in consideration of the mutual covenants and agreements contained within this Agreement, the parties hereby covenant and agree as follows:

COUNCIL AUTHORIZATIONS

- 1. The _____ Council has approved this Agreement. It did so by a _____ resolution passed at a meeting of the Council held on the ____ day of _____, 20____. A certificate of the resolution is attached to this Agreement as **Schedule "A"**.
- 2. The County Council has approved this Agreement. It did so at its meeting held on the ____ day of _____, 20____. A copy of resolution is attached to this Agreement as **Schedule "B"**.

AUTHORITY TO TAX

- 3. The parties acknowledge and agree that, pursuant to applicable statutes and regulations, the applicable interpretation thereof by Courts of competent jurisdiction, and all applicable common law ("**Applicable Law**"), subject to the performance of the obligations of _____ under this Agreement so long as the Lands are designated as, and continues to constitute, _____ Land under the _____:
 - (a) _____ shall be the sole taxing authority for the Lands and the improvements, occupants and businesses located on the Lands; and
 - (b) The County shall not tax the Lands or any portion of the Lands, any improvements on the Lands, or any occupants on the Lands pursuant to Municipal Government Act RSA 2000, c. M-26, and the regulations thereunder, as amended or replaced from time to time (collectively, the "*Municipal Government Act*"), or pursuant to any other applicable tax legislation;

which acknowledgement and agreement shall be is subject always to the content of and changes to all Applicable Laws.

COUNTY SERVICES

- 4. The parties agree that, subject always to the conditions contained or contemplated below or within any applicable Schedule attached to this Agreement, the County shall provide the following typical County services to the Lands and the occupants of the Lands:
 - (a) municipal potable water service provided by the County from time to time within the boundaries of the County, subject to the terms, covenants and conditions contemplated within **Schedule "C"** ("**Water Services**");
 - (b) municipal sanitary and storm sewer service provided by the County from time to time within the boundaries of the County, subject to the terms, covenants and conditions contemplated within **Schedule "D"** ("**Sanitary and Storm Sewer Services**");

- (c) municipal natural gas service provided by the County from time to time within the boundaries of the County, subject to the terms, covenants and conditions contemplated within **Schedule “E” (“Natural Gas Services”)**;
- (d) solid waste removal services provided by the County from time to time within the boundaries of the County, subject to the terms, covenants and conditions contemplated within **Schedule “F” (“Solid Waste Services”)**;
- (e) municipal planning services including, without restriction, subdivision and development approval processes and services, provided by the County from time to time within the boundaries of the County, subject to the terms, covenants and conditions contemplated within **Schedule “G” (“Planning and Development Services”)**;
- (f) safety code services including, without restriction, subdivision and development approval processes and services provided by the County from time to time within the boundaries of the County, subject to the terms, covenants and conditions contemplated within **Schedule “G” (“Safety and Building Code Services”)**;
- (g) emergency services provided by or through the County from time to time within the boundaries of the County (including, without restriction, fire services and policing services, but specifically excluding 911 dispatch and ambulance services), subject to the terms, covenants and conditions contemplated within **Schedule “H” (“Emergency Services”)**;
- (h) availability and/or access for use and enjoyment of community parks and recreational facilities and services provided by the County from time to time within the boundaries of the County, in common with all other residents of the County and other permitted users, upon the same Terms of Service established from time to time by the County for all such users, and subject to the all applicable County Bylaws, excluding all pay for use and/or user pay facilities and services (**“Community and Recreational Services”**);
- (i) availability and/or access for use and enjoyment of municipal roads by commercial vehicles (pursuant to road permit, road ban, weight ban, or other restrictions or requirements applicable from time to time) provided by the County from time to time within the boundaries of the County, in common with all other residents of the County and other permitted users, upon the same Terms of Service established from time to time by the County for all such users, and subject to the all applicable County Bylaws (**“Commercial Road Use Services”**);
- (j) availability and/or access for use and enjoyment of general infrastructure (including, without restriction, roads, public parks and other public properties not related to or required in relation to the foregoing specific services identified above) provided by the County from time to time within the boundaries of the County, in common with all other residents of the County and other permitted users, upon the same Terms of Service established from time to time by the County for all such users, and subject to the all applicable County Bylaws (**“General Infrastructure Services”**);

together with such additional services as the County and _____ may agree upon from time to time pursuant to amendments to this Agreement (the **“Services”**).

5. The type and level of Services supplied to the Lands and the occupants of the Lands shall be the same as the County supplies to similarly zoned lands within the County, which are in a similar state of development. The Services shall not include services (the **“Education Services”**) provided by the Buffalo Trail Public Schools Division No. 28, or the East Central Catholic Schools, or any other entity created under the *Education Act*, S.A. 2012, c. E-0.3 (the **“School Authorities”**).

6. For clarity, with respect to the provision or availability of the Community and Recreational Services and General Infrastructure Services:

- (a) the nature, extent, funding, capabilities, availability, response times, equipment, manpower, resources, allocation, training, or any other qualitative or quantitative measure or assessment of the said services shall at all times be within the complete discretion of the County, without recourse or liability whatsoever respecting County policy or operational decision making regarding any of the foregoing;
- (b) the services shall be offered and provided on a commercially reasonable basis, and in a manner substantially similar to how such services are provided to any other similarly located, zoned, serviced and developed lands within the County and with similar servicing requirements;
- (c) some or all Services within the County may be provided by other service providers pursuant to agreement(s) between the County and the service provider for specific services, mutual aid, or both, under which the service provider is an independent contractor;
- (d) _____ acknowledges that the County is not, by virtue of this Agreement, liable for the actions of any service provider, its officers or agents;
- (e) the County shall have no greater liability to _____ regarding the provision of Community and Recreational Services and General Infrastructure Services to the Lands, than it has to all other lands and occupants within the County; and
- (f) all defences available to the County under all Applicable Law including, without restriction, the *Municipal Government Act*, shall be available to the County as if incorporated in this Agreement.

PAYMENT IN LIEU OF TAXES AND COUNTY CHARGES

7. (a) _____ agrees to pay the County, in consideration for the Emergency Services, the Community and Recreational Services and General Infrastructure Services forming part of the Services, an annual amount which equals the municipal property tax levy under the *Municipal Government Act* for any given year that would have been levied on the Lands (other than any Designated Lands forming a part thereof), as if the Lands (other than any Designated Lands forming a part thereof) were not _____ Land. For clarity, the school portion of the property tax levy shall be excluded from the annual cost of the Emergency Services, the Community and Recreational Services and General Infrastructure Services portion of the Services.
- (b) Notwithstanding the foregoing, _____ agrees to pay to the County an annual amount which equals the municipal property tax levy under the *Municipal Government Act* for any given year that would have been levied on:
- (i) all Designated Lands forming a part of the Lands; and
 - (ii) all portions of the Lands that are occupied by any third party business pursuant to a lease, sublease, licence, sublicense, or other arrangement for the purposes of operating a business upon or from the said portion of the Lands;

as if the Lands were not _____ Land. For clarity, the school portion of the property tax levy shall be included within the annual amount payable, and the County shall be obligated to remit the portion of the payment received applicable to the school portion of the municipal property tax levy to the province of Alberta for the benefit of the School Authorities.

- (c) If _____ receives grants in lieu of taxes from a corporation whose land, improvements or business is exempt from taxation or from the Government of Canada or the Government of Alberta or any agency of those governments with respect to the Lands or any portion of the Lands, _____ shall pay to the County in addition to the amount required to be paid under subsection (a) and (b), an annual amount equal to the municipal property tax of any such grants in lieu (or a proportionate share of the grants in lieu, if not specified), provided however that the County shall not be entitled to receive a total payment greater than it would have received if the land was not _____ Land.
- (d) _____ agrees to annually pay, in addition to the amount required to be paid under subsection (a), (b) and (c), an amount equal to:
- (i) any business tax, as that term is defined within the *Municipal Government Act*, that would have been charged against the Lands and/or on the businesses and occupants of the Lands, had the Lands not been designated as _____ Land;
 - (ii) any local improvement tax, as that term is defined within the *Municipal Government Act*, that would have been charged against the Lands had the Lands not been designated as _____ Land;
 - (iii) any business revitalization zone levy, as that term is defined within the *Municipal Government Act*, that would have been charged against the Lands had the Lands not been designated as _____ Land;
 - (iv) any community revitalization levy, as that term is defined within the *Municipal Government Act*, that would have been charged against the Lands had the Lands not been designated as _____ Land;
 - (v) any special tax, as that term is defined within the *Municipal Government Act*, that would have been charged against the Lands had the Lands not been designated as _____ Land; and
 - (vi) any community aggregate payment levy, as that term is defined within the *Municipal Government Act*, that would have been charged against the Lands had the Lands not been designated as _____ Land.
- (e) Notwithstanding any other provision of this Agreement, it is understood and agreed that the annual amounts to be paid by _____ pursuant to this Section 7 shall not cover those services which are normally provided by the County in consideration for a direct charge or user fee payable by the party to whom such services are provided. Such services include, without limitation, the Water Services, Sanitary and Storm Sewer Services, the Solid Waste Services, the Planning and Development Services, the Safety and Building Code Services, user pay recreational services or facilities, and the Commercial Road Use Services. The charges for these services shall be invoiced and paid by _____ or by the occupant of the Lands to whom such services are provided, in the same manner as any other party to whom such services are provided. Such payment will include, if required by law, any tax imposed by Federal or Provincial legislation in relation to the provision of such services. [NTD – If that other person isn't a party to this agreement, another mechanism will have to be used]
- (f) The amounts payable by _____ under this section, together with interest or penalties referred to in this Agreement, shall be a contractual debt payable by _____ and the _____ Corporation. The County may, in addition to any other remedy, enforce the payment of the debt through the courts.

INVOICING

8. (a) The County shall forward to _____ an invoice for the amounts as outlined in subsections 7(a), (b), (c) and (d) at the same time that the County sends out tax notices in each year. The invoice shall be payable in full on or before the due date for the corresponding municipal taxes within the County applicable from time to time (in respect of property taxes, currently September 30) in each year or such other date as the County Council may specify by bylaw of general application. In the event that _____ disputes the draft invoice and the parties are unable to agree upon a satisfactory invoice amount, _____ shall be entitled within thirty (30) days of the date of the invoice, to refer the matter of the assessed value of the Lands which determined the amount of the invoice to binding arbitration in accordance with subsection 22(b).
- (b) Notwithstanding the foregoing, all other direct charges or user fees payable as contemplated within subsection 7(e) and the Schedules to this Agreement shall be payable in accordance with the applicable Terms of Service and/or applicable County Bylaw, and are not subject to dispute and arbitration as contemplated above.

DISCOUNTS AND PENALTIES

9. If the invoice contemplated within Section 8 for the amounts outlined in subsections 7(a), (b), (c) and (d) is not paid in full by the due date for the corresponding municipal taxes within the County applicable from time to time (in respect of property taxes, currently September 30), any unpaid amount shall be subject to the same additional percentage charges and/or interest that the County imposes on unpaid taxes and on tax arrears which correspond to the payments outstanding or portions thereof. If amounts due for direct charges or user fees payable as contemplated within subsection 7(e) and the Schedules to this Agreement are not paid when due under the applicable Terms of Service and/or applicable County Bylaw, any unpaid amount shall be subject to the same additional percentage charges and/or interest that the County imposes on unpaid amounts pursuant to the Terms of Service and/or applicable County Bylaw.

SUPPLEMENTAL INVOICE

10. In the event that the County implements a supplementary tax bylaw as contemplated within Section 369 of the *Municipal Government Act*, and in the event that before December 1 in any year a sum representing an increase in value of the improvement on the Lands would be added to the assessment roll if the Lands were not designated as _____ Land, the County may send a supplemental bill to _____ to reflect the resulting change in the cost of the Services. This supplemental bill shall be paid by _____ on or before December 31 of that year. If any portion of the supplemental bill remains unpaid after December 31, it shall be subject to the same additional percentage charges and/or interest that the County imposes on arrears of property taxes.

REMEDIES FOR NON-PAYMENT

11. Subject to the application of the provisions of subsection 8(a) and 21(b) hereof, if any invoice for the amounts payable under this Agreement has not been paid:
- (a) in the case of invoices issued pursuant to subsection 8(a), in full by December 31 of the year in which it was issued; or
- (b) in the case of any other direct charge, fee or payment contemplated within subsection 7(e), when due under the applicable Terms of Service and/or applicable County Bylaw;

the County may, upon 30 (thirty) days' written notice, suspend or withdraw any or all of the Services which it provides to the Lands and/or the occupants of the Lands until the invoice plus penalties and/or interest on amount payable under subsection 7(f) has been paid in full. The County's right to suspend or withdraw the Services shall be without prejudice to any other remedy which may be available to the County.

COMPATIBLE TAX RATES

12. (a) _____ agrees that it shall, at all times, impose a system of taxation on the Lands (or other equivalent payment requirement under lease, sublease, license, sublicense, or other arrangement, as the case may be), and on the businesses and occupants of the Lands, that results in a level of taxation that is not less than the amount that the County would have levied against the Lands, businesses and occupants if the Lands were not _____ Land (subject always to the provisions of Section 7, 8 and 10 of this Agreement).
- (b) _____ agrees that it shall not, either by way of exemption, abatement, forgiveness, grant, rebate, or otherwise, adopt or implement any scheme which would have the effect of reducing, or thereafter forgiving, rebating or granting back, any portion of the taxation regime to be imposed by _____ pursuant to this Section.
- (c) In the event that the County and _____ are directly competing with respect to a specific prospective lessee, purchaser or developer of the Lands or a portion thereof, and the County proposes to grant unto such lessee, purchaser or developer an economic incentive by way of tax waiver or otherwise, then it is expressly agreed that _____ may propose and implement like incentives with respect to such lessee, purchaser or developer.
- (d) _____ agrees to provide to the County copies of all bylaws, regulations or laws establishing the system of taxation contemplated under this section and those enacted under Section 15 prior to their adoption in sufficient time to allow the County to review and comment on the proposed bylaw, regulation or law. A similar process will be followed in the case of any proposed amendments to bylaws, regulations or laws once adopted.

ASSESSMENT INFORMATION

13. _____ agrees to allow the assessor for the County to have access to the Lands, upon reasonable notice (which shall not, in any event, be shorter than 48 hours notice), for the purpose of collecting the assessment information necessary to prepare the invoice for the Services and other payments as set out in Sections 7, 8 and 10. The County agrees to provide _____, upon request, the assessment information and data collected.

LIABILITY FOR DISRUPTION OF SERVICES

14. In the event that the Services are disrupted for reasons other than suspension or withdrawal pursuant to Sections 11 and 15 of this Agreement, the County shall have no greater liability for such disruption than it has to the owners and occupants of other lands within the County. All defences available to the County under all Applicable Law including, without restriction, the *Municipal Government Act*, shall be available to the County as if incorporated in this Agreement. The County shall have no liability for a suspension or withdrawal of services pursuant to Section 11 and 15 of this Agreement.

LAND USE

15. (a) _____ agrees that it shall take all steps and do all things as may be necessary, including passing and enforcing compatible bylaws, to ensure that, at all times, the occupation, use, development and improvement of the Lands is essentially the same as the occupation, use,

development and improvement of the Lands which would have been allowed as either permitted or discretionary uses if the Lands were not _____ Land. _____ agrees to particularly ensure such compatibility in regard to land use, building and fire standards, public health and safety, and business regulation.

- (b) Notwithstanding the generality of the foregoing, _____ acknowledges that the County has the authority to approve driveway crossings (unless otherwise defined within the applicable County Bylaws, being all that portion of a sidewalk, curb, or boulevard permanently improved or designed for the passage of vehicular traffic across the sidewalk, curb or boulevard) and the access points to roads under the direction, control and management of the County, and _____ agrees to co-ordinate vehicular access points shown on any site plan with driveway crossings approved by the County. In the event of any default on the part of _____, the County shall be entitled to bar and prevent access to the County controlled roads until such time as the access point(s) are satisfactory to the County and the driveway crossing(s) are in compliance with County standards and requirements.
- (c) _____ agrees that the County may periodically conduct technical and construction inspections of the buildings constructed on the Lands for compliance with applicable bylaws and this Agreement, and to allow for and confirm compliance with servicing standards for all or any of the Services to be implemented for new developments and maintained in accordance with the applicable Terms of Service.
- (d) If, at any time, the occupation, use, development and/or improvement of the Lands is not essentially the same as the occupation, use, development and/or improvement of the Lands which would be allowed if the Lands were not _____ Land, and such condition of breach continues for a period of thirty (30) days following written notification by the County to _____ of such breach, the County may, at its option, and without prejudice to any other remedy which may be available:
 - (i) Required that _____ shall implement a means of enforcing such to a state that is acceptable by the Authorities of the County. Issuance of an order shall be done by _____ in the same manner as established under the *Municipal Government Act*, and a copy of forwarded to the County.
 - (ii) suspend or withdraw any or all of the Services which it provides to the Lands, and/or the occupants of the Lands, until the condition of breach has been remedied.
- (e) _____ agrees that in order to coordinate planning, development, safety and building code, and servicing of or upon the Lands, no building or improvements will be constructed on the Lands unless and until:
 - (i) a development permit has been applied for by _____ (or the occupant of the Lands or any portion thereof affected by the proposed buildings or improvements, with the written consent of _____), in accordance with the processes and requirements administered by the County under the Planning and Development Services, and the County (or the duly authorized development authority for the County) has issued a corresponding development permit, with or without conditions; and
 - (ii) a building permit has been applied for by _____ (or the occupant of the Lands or any portion thereof affected by the proposed buildings or improvements, with the written consent of _____), in accordance with the processes and requirements administered by the County under the Safety and Building Code Services Planning and Development Services, and the County (or the duly authorized safety codes authority for the County) has issued a corresponding building permit, with or without conditions.

and all conditions and requirements of development permit or building permit are complied with.

- (f) _____ agrees that in order to coordinate planning, development, and servicing of or upon the Lands, no subdivision of the Lands will be undertaken unless and until a subdivision approval has been applied for by _____ (or the occupant of the Lands or any portion thereof affected by the proposed buildings or improvements, with the written consent of _____), in accordance with the processes and requirements administered by the County under the Planning and Development Services, and the County (or the duly authorized development authority for the County) has issued a corresponding subdivision approval, with or without conditions, and all conditions and requirements of subdivision approval are complied with including, without restriction, construction and installation of the extensions, expansions or upgrades of County infrastructure to allow for the delivery of Services to the subdivision.
- (g) In lieu of the application of zoning for the Lands that the County would otherwise apply if the Lands were not _____ Land, the parties agree that the terms, conditions, restrictions and requirements of the Direct Control Bylaw for the proposed development of Lands will form part of this Agreement and will form the compatible bylaws to be established by _____ pursuant to subsection 15(a).
- (h) _____ agrees that the following terms and conditions shall be included in any designation by way of surrender and in any surrender of the Lands to the Crown other than an absolute surrender or surrender for sale:
 - (i) any lease, license, or other conveyance of an interest in the Lands allowing a party to use or occupy any portion of the Lands shall contain terms that acknowledge this Agreement, and the obligation of any grantee to comply with or adhere to this Agreement; and
 - (ii) any development upon or subdivision of the Lands shall comply with or adhere to this Agreement.

PAYMENT IN LIEU OF RESERVES AND LEVIES

- 16. (a) _____ agrees to pay the County, in consideration for the Community and Recreational Services and General Infrastructure Services forming part of the Services, an amount which equals the cash in lieu of municipal reserves that would otherwise have been payable under Section 667 of the *Municipal Government Act* for any subdivision of the Lands, as if the Lands were not _____ Land.
- (b) _____ agrees to pay the County, in consideration of the benefit any redevelopment plan benefiting the Lands as contemplated within Section 647 of the *Municipal Government Act*, an amount which equals the redevelopment levy that would otherwise have been payable under the *Municipal Government Act* for any subdivision or development of the Lands, as if the Lands were not _____ Land.
- (c) _____ agrees to pay the County, in consideration of the benefit any utility services or road infrastructure benefiting the Lands as contemplated within Section 648 of the *Municipal Government Act*, an amount which equals the off-site levy that would otherwise have been payable under the *Municipal Government Act* for any subdivision or development of the Lands, as if the Lands were not _____ Land.
- (d) _____ agrees to pay the County, in consideration of the benefit any utility services or road infrastructure benefiting the Lands as contemplated within Section 651 of the *Municipal Government Act*, an amount which equals the oversizing contribution that would otherwise have been payable under the *Municipal Government Act* for any subdivision or development of the Lands, as if the Lands were not _____ Land.

No development permit, building permit, or subdivision approval will be provided by the County pursuant to Section 15 of this Agreement unless and until the forgoing amounts, if applicable, are paid in full by _____.

APPLICABILITY OF LAWS

17. (a) The parties both acknowledge that the covenants and agreements contained within this Agreement, subject to Section 35 of the *Constitution Act* 1982, all provincial laws of general application, including municipal bylaws, which are not in conflict with the provisions of the _____, any _____ bylaw enacted thereunder, or any other similar federal legislation having application to _____ shall, where applicable, apply to the Lands and may be enforced.
- (b) In the event of a dispute between the parties as to whether a provincial law or municipal bylaw is a law of general application which applies to the Lands and may be enforced by the County on the Lands, the parties agree to meet to try to develop a practical solution which respects _____'s jurisdiction and the County's need for compatibility of occupation, use, development and improvement.
- (c) If the parties fail to reach a practical solution which is satisfactory to both parties, prior to commencing any legal proceedings by either party to determine the question of applicability of provincial laws or municipal bylaws, then nothing in this section shall be construed to diminish, derogate from or prejudice the constitutional, treaty or other rights of either party, nor affect their legal position in the matter.
- (d) Notwithstanding any of the foregoing, the parties agree that the following County Bylaws, and applicable provincial statutes or regulations, shall apply to the Lands:
- (i) County Bylaws governing unsightly premises, noise, and/or nuisance;
 - (ii) County Bylaws governing noxious weeds and prohibited vegetation;
 - (iii) County Bylaws governing Highways under the direction and control of the County.

and any and all permits and processes shall apply to the Lands, and all fees, fines or other payments imposed thereunder shall for all intents and purposes be an amount owing under this Agreement in the same manner as those amounts contemplated within section 7(e) and 8(b) of this Agreement.

DANGER TO PUBLIC SAFETY

18. _____ agrees that where, in the opinion of the Fire Chief Official of the County or a person authorized to act in the event of an emergency under federal or provincial laws of general application, a condition exists on the Lands which is an imminent danger to the public safety, the Fire Chief Official or person authorized to act, or their respective agents may enter upon the Lands and take any reasonable emergency action to eliminate the danger. Whenever it is reasonably possible to do so, _____ shall be advised in advance of any actions to be taken.

JOINT MEETING OF COUNCILS

19. _____ and the County agree that their respective Councils, and/or their representatives, will meet together at least once in each calendar year to discuss such matters as may have arisen between them, and to keep open the lines of communication.

TERM OF AGREEMENT

20. _____ and the County agree that the term of this Agreement shall be for the same duration as the Lands remains _____ Land. This Agreement shall become valid and effectual in respect of the Lands as and when such Lands are set aside as _____ Land pursuant to the provisions of the _____.

AMENDMENTS

21. If, at any time during the currency of this Agreement, the parties shall deem it necessary or expedient to make any alteration or addition to this Agreement, they may do so by means of a written agreement between them which shall be supplemental and form part of this Agreement.

ARBITRATION

22. (a) Except for disputes involving any assessed value applied by the County pursuant to subsection 8(a), which are to be considered in the context of the provisions referenced in subsection 22(b) hereof, and except for a matter provided for in subsection 7(e) or Section 18, in the event of any dispute with regard to the interpretation or enforcement of this Agreement the matter may, with the consent of both parties, be referred to binding arbitration to be conducted in accordance with the *Commercial Arbitration Act* (Canada), with such arbitration to take place in the County, in the Province of Alberta. Each party shall bear its own legal costs and shall pay one-half of the cost of the arbitrator. The decision of any arbitrator conducting arbitration pursuant to this Section shall be final and binding and have the same force and effect as a final judgment in a court of competent jurisdiction. If either party fails to abide by the decision or award of the arbitrator, then the opposing party shall have the right to apply to the appropriate court or courts to obtain an order compelling the enforcement of the decision or award of the arbitrator.
- (b) The parties agree that if _____ is not satisfied with the assessed value utilized by the County in order to calculate the equivalent levy or charge sought to be collected by the County as contemplated under subsections 8(a) of this Agreement, the following shall be used to resolve the issue:
- (i) _____ may, within thirty (30) days of receipt of a notice outlining the assessed value, request a joint meeting of the Councils at which the assessed value shall be discussed and an effort made to reach agreement on the issue;
- (ii) If no agreement is reached, _____ may, within 15 (fifteen) days after the meeting referred to in subsection 22(b)(i) is held, serve a notice to arbitrate the issue;
- (iii) If a notice to arbitrate the issue is served on the County, the following shall apply:
- (A) Unless the parties otherwise agree, the issue shall be determined by a single arbitrator selected from the roster made available by the Province of Alberta. Each party shall within fifteen (15) days following the giving of notice for arbitration, advise the other of their selection for arbitration. In the event the parties fail to appoint an arbitrator within a reasonable amount of time, not more than thirty (30) days, then either party at any time thereafter may apply upon notice to the other to the Court of Queen's Bench for Alberta for an order appoint an arbitrator to act as chair for the dispute.
- (B) The arbitrator shall hear and determine the issue of the amount of the assessed value. In reaching its decision, the arbitrator may confirm the assessed value, or it may substitute an assessed value which the arbitrator considers, in the

circumstances, to be appropriate. In conducting the arbitration, the arbitrator shall proceed in accordance with the *Commercial Arbitration Act*, (Canada) or any legislation passed to replace or supplement the *Commercial Arbitration Act* (Canada). The decision of the arbitrator shall be final and binding and shall have the same force and effect as a final judgment of a court of competent jurisdiction; and

- (C) If a matter has been submitted to arbitration and no final determination has been made by the arbitrator prior to December 31 of the year in which the submission to arbitration is made, _____ agrees to tender payment equal to the amount levied by the County together with penalty and/or interest calculated in accordance with the County's bylaw of general application. In the event that _____ shall be successful or partially successful in the arbitration, the arbitrator shall, in addition to any other remedies, award interest to _____ calculated on the same basis as that charged by the County under its bylaws from the date that payment is made to the County.
- (iv) In conducting the arbitration, the arbitrator shall take into account the rules, principles and policies of assessment applied generally in the County, and applicable provincial legislation applicable to the County, together with any other information as deemed relevant by the arbitrator.
- (c) During the period of the arbitration notice, hearing and determination by the arbitrator, the County shall not withdraw or suspend any Services except for a matter arising under subsection 11(b).
- (d) If _____ is not satisfied with any levy or charge, other than those described in subsection 22(b), _____ shall have the same rights to challenge the levy or charge as are provided to other parties receiving similar services.

NOTICES

23. Any notice given or required to be given under this Agreement shall be in writing and shall be deemed to have been given when mailed by registered mail, postage prepaid, to the other party at the address stated below or at the latest changed address given, by the party to be notified as hereinafter specified.

_____ General
Delivery
_____, Alberta _____
Attention: Chief Official and Council

County of Vermilion River
PO Box 69, Kitscoty, AB
T0B 2P0
Attention: County CAO or Director of Planning and Development

Either party may, at any time, change its address for the above purpose by mailing, as aforesaid, a notice stating the change and setting forth a new address.

NON-PERFORMANCE

24. The failure on the part of either party to exercise or enforce any right conferred upon it under this Agreement shall be deemed not to be a waiver of any such right or operate to bar the exercise or enforcement thereof at any time or times thereafter.

INVALIDITY OF PARTICULAR PROVISION

- 25.** It is intended that all provisions of this Agreement shall be fully binding and effective between the parties, but in the event that any particular provision or provisions or a part of one is found by a court of competent jurisdiction to be void, voidable or unenforceable for any reason whatsoever, then the particular provisions or provision or part of the provision shall be deemed severed from the remainder of this Agreement and all other provisions shall remain in full force.

APPLICABLE LAW

- 26.** The application, interpretation and enforcement of this Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the laws of the Dominion of Canada, as applicable herein. Further, the parties covenant and agree to attorn to the jurisdiction of the courts of the Province of Alberta in relation to any actions or proceedings as taken in relation hereto.

REASONABLE ASSURANCES

27. The parties hereto shall at all times and upon every reasonable request provide all further assurances and do such further things as are necessary for the purpose of giving full effect to the covenants and provisions contained in this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement, effective this day and year first above written as attested to by the hands of their proper signing authorities on their behalf.

SIGNED on behalf of the _____)
_____ by at least a quorum of the Council of the)
_____ in the presence of:)
_____)
Signature _____))
_____))
Name of Witness _____))
_____))
_____))
Address _____))

_____ as executed by a
Quorum of the Council of the _____

Per: _____
Chief Official

Per: _____
Councillor

Per: _____
Councillor

Per: _____
Councillor

Per: _____
Councillor

Per: _____
Councillor

Per: _____
Councillor

COUNTY OF VERMILION RIVER

Reeve

CAO

SCHEDULE “A”

Council Resolution

SCHEDULE “B”

County Council Resolution

SCHEDULE "C"

Water Services

Subject always to the terms and conditions of service which may be implemented within County Bylaws, all Water Services provided by the County to the Lands shall be subject to the following terms, conditions, requirements and restrictions

1. **Service Commitment** – all Water Services provided by the County from time to time within the boundaries of the County shall be on the same basis as provided for within Section 34 to 38 of the *Municipal Government Act*, being:
 - (a) **Duty to Supply** – the County shall supply service when it is able to do so (including, without restriction, subject to the availability of sufficient capacity within the system or works), subject to the Terms of Service, and subject to payment of the costs or charges established by County Council including, without restriction and without duplication:
 - (i) an amount equivalent to any off site levy that would have been charged against the Lands had the Lands not been designated as _____ Land; and/or
 - (ii) any connection fee applicable to the provision of Water Services to the Lands;
 - (b) **Extensions** – without duplication of any of the foregoing _____, or the occupant of the Lands or portions thereof to receive the Water Service, designing, constructing and installing or paying for the design, construction and installation of any additions, extensions or upgrades to the system or works needed in order to bring the County system or works to the service locations for the Lands designated by the County adjacent to the portion of the Lands containing buildings or improvements to be serviced;
 - (c) **Service Connection** – without duplication of any of the foregoing _____, or the occupant of the Lands or portions thereof to receive the Water Service, designing, constructing and installing or paying for the design, construction and installation of the service connection necessary to connect any buildings or improvements located upon the Lands to the system or works of the County Water Services;

in each case applied in the same manner as would be applied to any other similarly located, zoned, serviced and developed lands within the County, with similar servicing requirements;
2. **Service Contract** – _____, or the occupant of the Lands or portions thereof to receive the Water Service, entering into the County's typical service contract and/or applying for, opening and establishing a Water Services account with the County, pursuant to which the customer acknowledges the Terms of Service and the requirements or restrictions imposed under any applicable County Bylaws;
3. **Terms of Service** – the Terms of Service established and amended from time to time under the applicable service contract required by the County for the provision of the Water Services and/or the applicable County Bylaws; and
4. **Rates and Costs** – without duplication of any of the foregoing _____, or the occupant of the Lands or portions thereof to receive the Water Service, attending to payment of all rates, tolls and charges applicable to the provision of the Water Services and billed to the customer in accordance with the Terms of Service and any applicable County Bylaw.

SCHEDULE "D"

Sanitary and Storm Sewer Services

Subject always to the terms and conditions of service which may be implemented within County Bylaws, all Sanitary and Storm Sewer Services provided by the County to the Lands shall be subject to the following terms, conditions, requirements and restrictions:

1. **Service Commitment** – all Sanitary and Storm Sewer Services provided by the County from time to time within the boundaries of the County shall be on the same basis as provided for within Section 34 to 38 of the *Municipal Government Act*, being:
 - (a) **Duty to Supply** – the County shall supply service when it is able to do so (including, without restriction, subject to the availability of sufficient capacity within the system or works), subject to the Terms of Service, and subject to payment of the costs or charges established by County Council including, without restriction and without duplication:
 - (i) an amount equivalent to any off site levy that would have been charged against the Lands had the Lands not been designated as _____ Land; and/or
 - (ii) any connection fee applicable to the provision of Sanitary and Storm Sewer Services to the Lands;
 - (b) **Extensions** – without duplication of any of the foregoing _____, or the occupant of the Lands or portions thereof to receive the Sanitary and Storm Sewer Service, designing, constructing and installing or paying for the design, construction and installation of any additions, extensions or upgrades to the system or works needed in order to bring the County system or works to the service locations for the Lands designated by the County adjacent to the portion of the Lands containing buildings or improvements to be serviced; and
 - (c) **Service Connection** – without duplication of any of the foregoing _____, or the occupant of the Lands or portions thereof to receive the Sanitary and Storm Sewer Service, designing, constructing and installing or paying for the design, construction and installation of the service connection necessary to connect any buildings or improvements located upon the Lands or the Lands themselves to the system or works of the County Sanitary and Storm Sewer Services;

in each case applied in the same manner as would be applied to any other similarly located, zoned, serviced and developed lands within the County, with similar servicing requirements;
2. **Service Contract** – _____, or the occupant of the Lands or portions thereof to receive the Sanitary and Storm Sewer Service, entering into the County's typical service contract and/or applying for, opening and establishing any services account required by the County, pursuant to which the customer acknowledges the Terms of Service and the requirements or restrictions imposed under any applicable County Bylaws;
3. **Terms of Service** – the Terms of Service established and amended from time to time under the applicable service contract required by the County for the provision of any portion of the Sanitary and Storm Sewer Services and/or the applicable County Bylaws; and
4. **Rates and Costs** – without duplication of any of the foregoing _____, or the occupant of the Lands or portions thereof to receive the Sanitary and Storm Sewer Service, attending to payment of all rates, tolls and charges applicable to the provision of the Sanitary and Storm Sewer Services and billed to the customer in accordance with the Terms of Service and any applicable County Bylaw.

SCHEDULE “E”

Natural Gas Services

Subject always to the terms and conditions of service which may be implemented within County Bylaws, all Natural Gas Services provided by the County to the Lands shall be subject to the following terms, conditions, requirements and restrictions:

1. **Service Commitment** – all Natural Gas Services provided by the County from time to time within the boundaries of the County shall be on the same basis as provided for within Section 34 to 38 of the *Municipal Government Act*, being:
 - (a) **Duty to Supply** – the County shall supply service when it is able to do so (including, without restriction, subject to the availability of sufficient capacity within the system or works), subject to the Terms of Service, and subject to payment of the costs or charges established by County Council including, without restriction and without duplication:
 - (i) an amount equivalent to any off site levy that would have been charged against the Lands had the Lands not been designated as _____ Land; and/or
 - (ii) any connection fee applicable to the provision of Natural Gas Services to the Lands;
 - (b) **Extensions** – without duplication of any of the foregoing _____, or the occupant of the Lands or portions thereof to receive the Natural Gas Service, designing, constructing and installing or paying for the design, construction and installation of any additions, extensions or upgrades to the system or works needed in order to bring the County system or works to the service locations for the Lands designated by the County adjacent to the portion of the Lands containing buildings or improvements to be serviced;
 - (c) **Service Connection** – without duplication of any of the foregoing _____, or the occupant of the Lands or portions thereof to receive the Natural Gas Service, designing, constructing and installing or paying for the design, construction and installation of the service connection necessary to connect any buildings or improvements located upon the Lands to the system or works of the County Natural Gas Services;

in each case applied in the same manner as would be applied to any other similarly located, zoned, serviced and developed lands within the County, with similar servicing requirements;
2. **Service Contract** – _____, or the occupant of the Lands or portions thereof to receive the Natural Gas Service, entering into the County’s typical service contract and/or applying for, opening and establishing a Natural Gas Services account with the County, pursuant to which the customer acknowledges the Terms of Service and the requirements or restrictions imposed under any applicable County Bylaws;
3. **Terms of Service** – the Terms of Service established and amended from time to time under the applicable service contract required by the County for the provision of the Natural Gas Services, the applicable County Bylaws, and the applicable provincial legislation including, without restriction, the *Gas Distribution Act*, RSA 2000, c. G-3, and the regulations established thereunder, as amended and replaced from time to time (collectively, the “*Gas Distribution Act*”); and
4. **Rates and Costs** – without duplication of any of the foregoing _____, or the occupant of the Lands or portions thereof to receive the Natural Gas Service, attending to payment of all rates, tolls and charges applicable to the provision of the Natural Gas Services and billed to the customer in accordance with the Terms of Service and any applicable County Bylaw.

SCHEDULE "F"

Solid Waste Services

Subject always to the terms and conditions of service which may be implemented within County Bylaws, all Solid Waste Services provided by the County to the Lands shall be subject to the following terms, conditions, requirements and restrictions:

1. **Service Commitment** – all Solid Waste provided by the County from time to time within the boundaries of the County shall be on the same basis as provided for within the applicable County Bylaws, including the following requirements:
 - (a) **Solid Waste Works** – _____, or the occupant of the Lands or portions thereof to receive the Solid Waste Service, designing, constructing and installing or paying for the design, construction and installation of any waste and/or recycling receptacle areas, screening, or other works to be located upon or adjacent to the Lands in order to provide for the Solid Waste Services in accordance with the Terms of Service and the applicable County Bylaw; and
 - (b) **Containers** – without duplication of any of the foregoing _____, or the occupant of the Lands or portions thereof to receive the Solid Waste Service, acquiring, providing and maintaining all waste and/or recycling containers and receptacles located upon or adjacent to the Lands in order to provide for the Solid Waste Services in accordance with the Terms of Service and the applicable County Bylaw;

in each case applied in the same manner as would be applied to any other similarly located, zoned, serviced and developed lands within the County, with similar servicing requirements;
2. **Service Contract** – _____, or the occupant of the Lands or portions thereof to receive the Solid Waste Service, entering into the County's typical service contract (or that of the County's designated service provider or franchisee) and/or applying for, opening and establishing a Solid Waste account with the County (or that of the County's designated service provider or franchisee), pursuant to which the customer acknowledges the Terms of Service and the requirements or restrictions imposed under any applicable County Bylaws;
3. **Terms of Service** – the Terms of Service established and amended from time to time under the applicable service contract required by the County for the provision of the Solid Waste and/or the applicable County Bylaws; and
4. **Rates and Costs** – without duplication of any of the foregoing _____, or the occupant of the Lands or portions thereof to receive the Solid Waste Service, attending to payment of all rates, tolls and charges applicable to the provision of the Solid Waste Service and billed to the customer in accordance with the Terms of Service and any applicable County Bylaw.

SCHEDULE “G”

Planning and Development Services and Safety and Building Code Services

Subject always to the terms and conditions of service which may be implemented within County Bylaws, all Planning and Development Services and Safety and Building Code Services provided by the County to the Lands shall be subject to the following terms, conditions, requirements and restrictions:

1. **Services** – upon application for specific standardized services offered by the County to the public, and payment of the County’s applicable fee and charges, the County will provide the specific standardized service including, without restriction:
 - (a) **Planning and Development Services** – services respecting the receipt, review and response to applicant in respect of an application for a subdivision approval or application for a development permit, all in accordance with the applicable Terms of Service and applicable County Bylaws; and
 - (b) **Safety and Building Code Services** – services respecting the receipt, review and response to applicant in respect of an application for a building permit, and any other permit contemplated under the *Safety Codes Act*, RSA 2000, c. S-1, and the regulations thereunder, as amended or replaced from time to time (collectively, the “*Safety Codes Act*”), which may be offered by the County from time to time as an accredited permit issuer under the *Safety Codes Act*;

in each case applied in the same manner as would be applied to any other similarly located, zoned, serviced and developed lands within the County, with similar servicing requirements;

2. **Services Commitment** – the County shall supply service when it is able to do so (including, without restriction, availability of sufficient capacity within the County administration to provide the services), subject to the applicable Terms of Service, and subject to payment of the costs or charges established by County Council including, without restriction:
 - (a) application fees;
 - (b) inspection, engineering, and endorsement fees; and
 - (c) fees respecting miscellaneous other services;

in each case applied in the same manner as would be applied to any other similarly located, zoned, serviced and developed lands within the County, with similar servicing requirements; and

3. **Terms of Service** – the Terms of Service established and amended from time to time under the applicable County policies and procedures, the applicable County Bylaws, and the *Safety Codes Act* and its regulations. Notwithstanding any of the foregoing:
 - (a) the nature, extent, funding, capabilities, availability, response times, equipment, manpower, resources, allocation, training, or any other qualitative or quantitative measure or assessment of the said services shall at all times be within the complete discretion of the County, without recourse or liability whatsoever respecting County policy or operational decision making regarding any of the foregoing;
 - (b) the services shall be offered and provided on a commercially reasonable best efforts basis, and in a manner substantially similar to how such services are provided to any other similarly located, zoned, serviced and developed lands within the County and with similar servicing requirements;

- (c) some or all Planning and Development Services and Safety and Building Code Services within the County may be provided by other service providers pursuant to agreement(s) between the County and the service provider for services, under which the service provider is an independent contractor;
- (d) _____ acknowledges that the County is not, by virtue of this Agreement, liable for the actions of any service provider, its employees or agents;
- (e) the County shall have no greater liability to _____ regarding the provision of Planning and Development Services and Safety and Building Code Services to the Lands, than it has to all other lands and occupants within the County;
- (f) all defences available to the County under all Applicable Law including, without restriction, the *Municipal Government Act*, shall be available to the County as if incorporated in this Agreement.

SCHEDULE "H"

Emergency Services

Subject always to the terms and conditions of service which may be implemented within County Bylaws, all Emergency Services provided by the County to the Lands shall be subject to the following terms, conditions, requirements and restrictions:

1. **Service Commitment** – all Emergency Services provided by the County from time to time within the boundaries of the County shall be on the same basis as provided for any other lands, buildings or improvements located within the municipal boundaries of the County, and subject to the following:

- (a) **Fire & Rescue Services** – in respect of the provision or availability of any fire and/or rescue services which the County may offer or provide from time to time:

- (i) the nature, extent, funding, capabilities, availability, response times, equipment, manpower, resources, allocation, training, or any other qualitative or quantitative measure or assessment of the said services shall at all times be within the complete discretion of the County, without recourse or liability whatsoever respecting County policy or operational decision making regarding any of the foregoing; and
 - (ii) the services shall be offered and provided on a commercially reasonable best efforts basis, and in a manner substantially similar to how such services are provided to any other similarly located, zoned, serviced and developed lands within the County and with similar servicing requirements;
 - (iii) some or all fire and rescue services within the County may be provided by other service providers (including, without restriction, other municipalities) pursuant to agreement(s) between the County and the service provider for specific services, mutual aid, or both, under which the service provider is an independent contractor;
 - (iv) _____ acknowledges that the County is not, by virtue of this Agreement, liable for the actions of any service provider, its employees or agents;
 - (v) the County shall have no greater liability to _____ regarding the provision of fire and rescue services to the Lands, than it has to all other lands and occupants within the County;
 - (vi) all defences available to the County under all Applicable Law including, without restriction, the *Municipal Government Act*, shall be available to the County as if incorporated in this Agreement;

- (b) **Police Services** – in respect of the provision or availability of any police services which the County may offer or provide from time to time:

- (i) the nature, extent, funding, capabilities, availability, response times, equipment, manpower, resources, allocation, training, or any other qualitative or quantitative measure or assessment of the said services shall at all times be within the complete discretion of the County in conjunction with the RCMP or other police services provider retained under contract, without recourse or liability whatsoever respecting County policy or operational decision making regarding any of the foregoing; and

- (ii) the services shall be offered and provided on a commercially reasonable best efforts basis, and in a manner substantially similar to how such services are provided to any other similarly located, zoned, serviced and developed lands within the County and with similar servicing requirements;
- (iii) notwithstanding the provision of policing services, nothing contained within this Agreement affects the applicability or inapplicability of provincial laws of general application, including municipal bylaws, to the Lands;
- (iv) policing services within the County are provided by the RCMP or other police service providers pursuant to agreement(s) between the County and the RCMP and/or other service providers, under which the RCMP and/or other service provider is an independent contractor;
- (v) _____ acknowledges that the County is not, by virtue of this Agreement, liable for the actions of the RCMP or other service provider, its officers, employees or agents;
- (vi) the County shall have no greater liability to _____ regarding the provision of police services to the Lands, than it has to all other lands and occupants within the County;
- (vii) all defences available to the County under all Applicable Law including, without restriction, *Police Act*, RSA 2000, c. P-17, and the regulations thereunder, as amended or replace from time to time, and the *Municipal Government Act*, shall be available to the County as if incorporated in this Agreement;
- (viii) _____ agrees that it will meet with representatives of the RCMP and/or other service provider on an as-needed basis to address any policing issues or concerns regarding the Lands, and the County shall be entitled to notice of and a right to participate in those meetings;

in each case applied in the same manner as would be applied to any other similarly located, zoned, serviced and developed lands within the County, with similar servicing requirements;

2. **Terms of Service** – the Terms of Service established and amended from time to time under the applicable service contract required by the County for the provision of the Emergency Services and/or the applicable County Bylaws; and
3. **Rates and Costs** – _____, or the occupant of the Lands or portions thereof to receive the Emergency Services, may be subject to payment of direct costs and charges imposed under County Terms of Service and the applicable County Bylaw, for the purposes of recovering costs of responding to an emergency at or upon the Lands or caused by the responsible party. Such costs and charges, when and if applicable, would be applied in the same manner as would be applied to any other similarly located, zoned, serviced and developed lands within the County, with similar circumstances of emergency response requirements.