



THIS AGREEMENT made effective this \_\_\_ day of \_\_\_\_\_ 2025.

**BETWEEN:**

**ROCKY VIEW COUNTY**

a municipal corporation in the Province of Alberta pursuant  
to the *Municipal Government Act*, RSA 2000 c M-26  
("County")

- and -

**MACDONALD COMMUNITIES LIMITED**

A corporation under the *Business Corporations Act*, RSA 2000, c B-9  
(the "Developer")

**MEMORANDUM OF UNDERSTANDING ("MOU")**

**WHEREAS:**

- A. In order to accommodate the anticipated developments outlined in the Cochrane North Area Structure Plan, and to address ongoing issues stemming from past residential developments, there is a need for investment in a higher-capacity stormwater management system for the Cochrane Lake catchment area (the "Area").
- B. On January 7, 2025, Council approved Option 3: Construction of a berm with continued discharge to Horse Creek as the preferred stormwater solution for the Cochrane Lake Improvement Plan (the "Project"). Option 3 includes Construction of a berm on the Southern end of Cochrane Lake, infrastructure upgrades for continued discharge to Horse Creek, wetland plantings and a mechanical treatment system.
- C. The Developer and the County wish to enter into certain commitments to, and obligations respecting, the funding of the Project.
- D. The Opinion of Probable Cost for Option 3 of attached Schedule A, is \$5,100,000.
- E. The County and the Developer have committed to share the cost of the Project at a split of 25% County contribution, 75% Developer contribution. The County has committed to provide funding to assist with the construction, installation, and commissioning of the Project up to the maximum amount of \$1,275,000 in accordance with the terms of this Agreement;
- F. The County and the Developer agree that following approval from Rocky View County Council to provide funding towards the Project and execution of this MOU, the County and the Developer will enter into a standard form Development Agreement covering the Project and a second formal binding agreement which will detail the responsibilities of each party (the "Final Agreement").

**NOW THEREFORE**, the County and the Developer hereby agree as follows:

**1. COUNTY'S CONTRIBUTION**

- 1.1. The Developer and the County agree that the Developer shall pay all Costs of the Project and invoice the County for 25% of the total cost of the Project, up to a maximum amount of \$1,275,000. For certainty and avoidance of doubt, and notwithstanding anything else contained in this Agreement, in no circumstance shall the County be required to contribute more than the sum of \$1,275,000, even if the cost to complete the Project exceeds the Estimated Budget.
- 1.2. The Developer shall commit to paying any and all invoices associated with the Project and will thereafter invoice the County, with relevant accounting back up, for their share. The Developer further commits to not issue any invoices to the County until the earlier of November 1, 2025 or the receipt of any grant funding.



- 1.3. The County and the Developer agree that this MOU shall govern only those Costs of the Project on a go forward basis as of March 4, 2025. For clarification, this Agreement shall not apply to any costs incurred by either party prior to that date.

## 2. THE WORK

- 2.1. The Final Agreement and the Development Agreement will determine ultimately how the Project will be constructed and completed.
- 2.2. The Estimated Budget for the Project is attached as Schedule A and is currently estimated to be \$5,100,000 +/-40% accuracy.
- 2.3. The Developer agrees that it will:
  - (a) act as the Project Manager for the Project, and shall retain a qualified Engineer to produce the necessary plans, and any fees paid to the Engineer, will be considered as part of the Project costs;
  - (b) inform and consult with the County as to the design and planning for each stage of the Project;
  - (c) subject to the terms of this Agreement, the Developer agrees and acknowledges that the Project will result in County owned infrastructure which is subject to the sole ownership, direction, control and management of the County and no interest, ownership or other right in or to the Project is conferred to the Developer nor capable of being claimed by the Developer.
- 2.4. The County agrees that it will:
  - (a) allow the Developer and their consultants full access any existing County owned infrastructure related to Cochrane Lake and the Project;
  - (b) use its best efforts to work in good faith with the Developer to engage Alberta Environment for any and all required permits and/or approvals related to the Project, including but not limited to, an application to increase discharge from Cochrane Lake to Horse Creek from 90 L/S to 150 L/S and an application for partial dewatering of Cochrane Lake to facilitate construction works related to the Project; and
  - (c) use its best efforts and work in good faith with the Developer to enter into a development agreement for any works related to the Project.

## 3. GRANTS, LEVIES AND COST RECOVERIES

- 3.1. The County shall use best efforts to apply to the province for any and all eligible grants. The Drought and Flood Protection Program (DFPP) grant will be applied for as a joint effort between the County and the CLOs. Any grant money received will be applied to the total cost of the Project, and the cost split as described in Section 1.1 will apply to the remainder.
- 3.2. The County and the Developer agree that if either one applies for or is successful in obtaining cost recoveries from future development, that they would share in those recoveries proportionately to their contribution to the Project.



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IN WITNESS WHEREOF, the Parties hereto have affixed their corporate seals, duly attested by the hands of their respective proper officers in that behalf, as of the day and year first above written.

**ROCKY VIEW COUNTY**

Per: \_\_\_\_\_

**MACDONALD COMMUNITIES LIMITED**

Per: \_\_\_\_\_



**SCHEDULE "A" – THE PROJECT BUDGET**

**ISL Engineering Estimate of Probable Cost for Option 3**

## Schedule "A" – Estimate of Probable Cost for Option 3

Project No.: 28602  
 Project Name: Cochrane Lakes Improvement Plan  
 Project Estimate: Concept 3 with Recommended Treatment Options  
 Date: November 2024



Item No.	Description	Units	Unit Price	Total Quantity	Total
<b>1.0</b>	<b>General</b>				
1.1	Mobilization and Demobilization	L.S.	\$250,000.00	1	\$250,000.00
1.2	ESC Plan	L.S.	\$10,000.00	1	\$10,000.00
1.3	Care of Water Plan	L.S.	\$5,000.00	1	\$5,000.00
1.4	Traffic Accomodation	L.S.	\$5,000.00	1	\$5,000.00
1.5	Fish Salvage	L.S.	\$5,000.00	1	\$5,000.00
1.6	Wildlife Sweeps	L.S.	\$3,000.00	1	\$3,000.00
1.7	Project Site Survey	L.S.	\$10,000.00	1	\$10,000.00
1.8	Project Site Testing	L.S.	\$25,000.00	1	\$25,000.00
1.9	Utility Coordination	L.S.	\$10,000.00	1	\$10,000.00
1.10	Provisional: Hydrovac	Hours	\$450.00	80	\$36,000.00
1.11	Provisional: Dewatering Works incl. potential	Hours	\$150.00	200	\$30,000.00
<b>2.0</b>	<b>Earthworks for Berm Construction</b>				
2.1	Topsoil Stripping and Stockpiling (150mm depth)	s.m.	\$8.50	19431	\$165,163.50
2.2	Berm Subgrade Prep	s.m.	\$5.00	19431	\$97,155.00
2.3	Supply and Install Medium-Plastic Clay Fill (95% Compaction) for Berm	c.m.	\$20.00	22860	\$457,200.00
2.4	Supply and Install Medium-Plastic Clay Fill (95% Compaction) for Berm Key	c.m.	\$20.00	2160	\$43,205.40
2.5	Supply and Install 0.5m Thick Layer of Class II Riprap (c/w riprap)	c.m.	\$225.00	4001	\$900,112.50
2.6	Berm Access Road Subgrade Prep	s.m.	\$5.00	3429	\$17,145.00
2.7	Supply and Install Non-Woven Geotextile beneath Access Road	s.m.	\$4.00	3429	\$13,716.00
2.8	Supply and Install 80 mm Granular Sub-Base Course (100 mm Depth)	s.m.	\$10.00	3429	\$34,290.00
2.9	Supply and Install 25 mm Granular Base Course (300 mm Depth)	s.m.	\$36.00	3429	\$123,444.00
2.10	Topsoil Spreading and Finish Grading from Stockpile (150mm Depth)	s.m.	\$5.50	8687	\$47,777.40
2.11	Seed Placement	m <sup>2</sup>	\$5.00	8687	\$43,434.00
<b>3.0</b>	<b>Berm Toe Drain</b>				
3.1	Supply and Install 100mm Perforated Drain Pipe (c/w bedding material)	l.m.	\$130.00	1143	\$148,590.00
3.2	Supply and Install Non-Woven Geotextile Wrapped Around Toe Drain	s.m.	\$4.00	3429	\$13,716.00
3.40	Supply and Install 200mm Thick Clay Cap	c.m.	\$20.00	229	\$4,572.00
<b>4.0</b>	<b>Stormwater Trunk and Outfall</b>				
4.1	Supply and Install Pump - Upgrade Existing Lift Station	L.S.	\$200,000.00	1	\$200,000.00
4.2	Upgrades to Existing Pond Outlet Structure	L.S.	\$40,000.00	1	\$40,000.00
4.3	Upgrades to Existing Outfall to Horse Creek	L.S.	\$40,000.00	1	\$40,000.00
<b>5.0</b>	<b>Raise Existing Lift Stations</b>				
5.1	Raise Existing Lift Station Pumping to Horseshoe Creek	LS	\$300,000.00	1	\$300,000.00
5.2	Raise Existing Sanitary Lift Station	LS	\$300,000.00	1	\$300,000.00
<b>6.0</b>	<b>Electricity Usage</b>				
6.1	Electricity Usage to Fill the Lake by 0.1 m in Elevation	L.S.	\$24,000.00	1	\$24,000.00
<b>7.0</b>	<b>Ultrasound (Sonication) Treatment</b>				
7.1	Supply and Install Ultrasound Treatment System (10-12 Units)	L.S.	\$80,000.00	1	\$80,000.00
7.2	Supply and Install Remote Water Quality Monitoring Functionality	Unit	\$30,000.00	5	\$150,000.00
7.3	Remote Water Quality Monitoring Functionality Set Up	L.S.	\$2,500.00	1	\$2,500.00
7.4	Monitoring Equipment Annual Subscription	Years	\$2,000.00	15	\$30,000.00
<b>8.0</b>	<b>Biomaniplulation (Wetland Conversion)</b>				
8.1	Prep Pond Surface for Wetland	s.m.	\$5.00	7444	\$37,220.00
8.2	Supply and Install Nature's Turf (Native Grass Species in Sod Form)	s.m.	\$50.00	7444	\$372,200.00
<b>Sub-Total</b>					<b>\$4,074,440.80</b>
Engineering (10%)					<b>\$407,444.08</b>
Contingency (15%)					<b>\$611,166.12</b>
<b>PROJECT TOTAL</b>					<b>\$5,093,051.00</b>