

THIS MEMORANDUM OF UNDERSTANDING made effective this ____ day of March, 2025
(the “Effective Date”)

ROCKY VIEW COUNTY

OF THE FIRST PART

- and –

WHEATLAND COUNTY

OF THE SECOND PART

WHEREAS:

- A. Rocky View County and Wheatland County (the “Municipalities” and each a “Municipality”) are municipal authorities incorporated under the *Municipal Government Act*, RSA 2000, c M-26, and share a common boundary;
- B. The Municipalities recognize the importance of fostering strong partnerships with one another and neighboring municipalities to advance their mutual interests collaboratively and cooperatively;
- C. The Municipalities are committed to working together to provide good governance, promote environmental stewardship, drive economic development, deliver essential services, and maintain safe and viable communities by:
 - i. coordinating regulatory approvals,
 - ii. sharing access to infrastructure and resources,
 - iii. minimizing cumulative environmental impacts through cooperative management, and
 - iv. pursuing continuous improvement in areas of potential clustered development;
- D. The Municipalities have adopted an Intermunicipal Development Plan and Intermunicipal Collaboration Framework (“ICF”), which outline their mutual commitment to exploring water and wastewater servicing opportunities that may lead to Final Agreements;
- E. The Municipalities have identified opportunities to collaborate and coordinate the delivery of services and infrastructure, provided by either Municipality, to support development within their boundaries and in neighboring municipalities, if deemed appropriate by the Municipalities.

NOW THEREFORE, Rocky View County and Wheatland County mutually covenant and agree as follows:

1.0 Purpose and Scope

- 1.1 The purpose of this Memorandum of Understanding (the “MOU”) is to establish the framework for cooperation and coordination between the Municipalities regarding the

intermunicipal development of infrastructure and delivery of services for their mutual benefit. This MOU is not intended to impose legally binding or enforceable obligations, including cost contributions, on either Municipality except as expressly set out herein.

- 1.2 As of the Effective Date, the Municipalities contemplate collaboration on the following servicing projects:

- i. Transportation infrastructure,
- ii. Water and wastewater service, and
- iii. the supply of non-potable water for reuse applications

(the “Servicing Projects”).

- 1.3 This MOU does not preclude the Municipalities from identifying or pursuing additional opportunities for collaboration on other infrastructure or services beyond the scope of the Servicing Projects.

2.0 Good Faith Negotiations and Agreements

- 2.1 The Municipalities agree to engage in good faith discussions and negotiations concerning the Servicing Projects, with the objective of entering into mutually satisfactory and beneficial written agreements (“Final Agreement(s)”), where possible.

- 2.2 Final Agreement(s) may include, but are not limited to:

- i. Cost and revenue sharing agreements,
- ii. Operating agreements,
- iii. Financing or security agreements, and
- iv. Servicing agreements.

- 2.3 Should the Municipalities mutually agree to enter into a Final Agreement for the provision of a new service, the ICF will be updated to include the new service. The revised ICF will then be submitted for approval by both Councils in accordance with the provisions of the executed ICF.

3.0 Duration and Termination

- 3.1 This MOU shall commence on the Effective Date and remain in effect unless terminated by either Municipality.
- 3.2 Either Municipality may terminate this MOU by providing thirty (30) days’ written notice to the other Municipality.

3.3 The Municipalities agree to conduct a periodic review of this MOU annually, or as mutually agreed, to evaluate its effectiveness, ensure its alignment with current needs, and identify any necessary amendments or updates.

3.4 Any amendments to this MOU resulting from the periodic reviews must be documented in writing and signed by both Municipalities to take effect.

4.0 Governing Law and Limitation of Rights

4.1 This MOU shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein.

4.2 Nothing in this MOU is intended or shall be construed to confer rights or remedies upon any person or entity other than the Municipalities and their successors or assigns.

4.3 Nothing in this MOU creates a joint venture, partnership (as defined in *Partnership Act*, RSA 2000, c P-3), agency or fiduciary relationship between the Municipalities.

4.4 This MOU, including any rights or obligations hereunder, may not be assigned, delegated, or conveyed by either Municipality without the prior written consent of the other Municipality.

IN WITNESS WHEREOF, the Municipalities have executed this MOU as of the Effective Date.

ROCKY VIEW COUNTY

Per: _____
(corporate seal)

Per: _____

WHEATLAND COUNTY

Per: _____
(corporate seal)

Per: _____