

TAX REVENUE SHARING AGREEMENT

This Agreement made effective as of the _____ day of _____, 2020.

BETWEEN:

VILLAGE OF BEISEKER,
a Municipality in the Province of Alberta
(hereinafter the "**Village**")

OF THE FIRST PART

- and -

ROCKY VIEW COUNTY,
a Municipality in the Province of Alberta
(hereinafter the "**County**")

OF THE SECOND PART

AND WHEREAS Section 55 of the MGA provides that two (2) or more Municipalities may enter into an agreement for the sharing of tax revenue collected by a Municipality;

AND WHEREAS the Village and the County both recognize their interconnectedness with respect to the success of the Village of Beiseker Airport, (hereinafter referred to as the "Beiseker Airport") and a mutual desire for efficient and economical management and growth of the Beiseker Airport;

AND WHEREAS the Village and the County both agree that, to ensure the continued success of the Beiseker Airport and to accomplish their goals, it is fair and equitable for the County to share the tax revenues collected by the County from lessees of the Airport to support the improvement of operations, maintenance, and/or the expansion of services;

NOW THEREFORE THIS AGREEMENT WITNESS that the parties hereto, in consideration of the mutual covenants, agreements and obligations hereinafter set forth, covenant and agree with the other as follows:

1 Definitions:

In this agreement, the following words shall have the meanings as outlined:

- (a) "**Act**" means the *Municipal Government Act*, R.S.A. 2000, c.M-26, as amended and/or repealed and/or replaced from time to time;
- (b) "**Airport Lands**" means the lands legally described as:

PLAN 8410320
AREA REQUIRED FOR PUBLIC WORK (AIRPORT)
CONTAINING 41.8 HECTARES (103.3 ACRES) MORE OR LESS
EXCEPTING THEREOUT:
PLAN NUMBER HECTARES (ACRES) MORE OR LESS
ROAD 0912943 0.553 1.37
EXCEPTING THEREOUT ALL MINES AND MINERALS

- (c) **"Business Day"** means any day other than a Saturday, a Sunday, or a statutory holiday in Alberta;
- (d) **"Commencement Date"** means the 1st day of January, 2021;
- (e) **"Identified Area"** means those hangars and improvements, including current and future builds, situated within the Airport Lands and outlined in red on the diagram attached as Schedule "A" to this Agreement;
- (f) **"Municipal Tax Revenue"** shall mean all municipal taxes imposed and collected by the County pursuant to a property tax bylaw as against the improvements within the Identified Area and calculated in accordance with the Act, but shall not include:
 - (i) any amounts paid to meet a requisition pursuant to Section 326(1)(a) of the Act;
 - (ii) linear property taxes;
 - (iii) local improvement taxes; or
 - (iv) special taxes;
- (g) **"Revenue Sharing Amount"** means that portion of the Municipal Tax Revenue payable to the Village in accordance with Section 3.1 of this Agreement for each Year of the Term;
- (h) **"Term"** means the period of time commencing on the Commencement Date as stated and, subject to the rights of renewal and termination as described herein, terminating at 12:00 noon on the 31st day of December, 2025; and
- (i) **"Year"** shall have the same meaning as that term as defined pursuant to Section 284(1)(x) if the Act.

2 Term:

2.1 This Agreement shall be in effect for the Term, subject to rights of renewal or early termination, as provided herein.

2.2 Either party may terminate this Agreement by providing the other party with thirty (30) days written notice.

3 Sharing of Revenue:

3.1 Within each Year of the Term, commencing on the Commencement Date, the County shall pay to the Village an amount equivalent to one hundred (100%) percent of all Municipal Tax Revenue actually collected by the County from the Identified Area.

3.2 All amounts designated as forming part of the Revenue Sharing Amount and collected by the County shall be paid to the Village by the 31st day of July during each year of the Term (the "Payment Date").

3.3 Any portion of the Revenue Sharing Amount received by the County after the Payment Date shall be paid to the Village within ninety (90) days of the County receiving payment.

Village _____
County _____

3.4 The Village acknowledges and agrees that the payment of the Revenue Sharing Amount or portions thereof is dependent on such amounts being paid to and collected by the County from lessees within the Identified Area. The County makes no guarantees regarding the timing of payments, but the County agrees to use reasonable efforts to recover tax arrears from the Identified Area in accordance with the Act. The Village agrees to rely on any contractual rights it has as a landlord to ensure that taxes are paid by lessees to the County within the deadlines imposed under the County's property tax bylaw.

3.5 Notwithstanding anything to the contrary within this Agreement, the Village shall only be entitled to payments within five (5) years from the date of this Agreement and the Village shall make no demands against the County for payment thereafter.

3.6 The parties acknowledge and agree that the payments outlined in this Clause 3 of this Tax Revenue Sharing Agreement constitute a voluntary sharing of tax revenue and that the payments outlined shall remain the revenue of the County and not that of the Village.

3.7 While the County has agreed to pay the Revenue Sharing Amount for each year of the Term, nothing in this Agreement shall be relied upon as a representation that the County will continue to pay the Revenue Sharing Amount or any amount to the Village beyond the end of the Term.

4 Projects within the Identified Area

4.1 In the event the Village wishes to pursue new services, expansion, development or subdivision of the Identified Area, a proposal regarding the proposed project shall be presented to County Council for review. If necessary, representatives from the County and the Village shall meet to discuss a potential project to determine whether an amendment to this Agreement is required to reflect the effect the project may have on the calculation of the Revenue Sharing Amount.

5 Dispute Resolution Procedure:

5.1 In accordance with the requirements of Section 55(2) of the Act, in the event of any dispute or disagreement regarding the terms of this Agreement, the parties agree that prior to commencing litigation, they shall undertake a process to promote the resolution of a dispute in the following order:

- (a) first, by way of discussion between senior leadership of both parties;
- (b) second, by way of mediation;
- (c) third, by arbitration.

5.2 Any dispute between the Parties shall first be referred to mediation. Any one of the Parties shall provide the other Party with written notice ("Mediation Notice") specifying the subject matters remaining in dispute, and the details of the matters in dispute that are to be mediated. If the mediation is not completed within sixty (60) days from the date of receipt of the Mediation Notice, the dispute shall be deemed to have terminated and failed to be resolved by mediation. The cost(s) of any mediation shall be paid equally by both parties unless the mediator deems that one of the parties should bear all the costs of mediation, and therefore would indicate his or her decision.

5.3 If the mediation fails to resolve the dispute, the dispute shall be submitted to binding arbitration. One of the Parties shall provide the other Party with written notice ("Arbitration Notice") specifying the

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subject matters remaining in dispute, the details of the matters in dispute that are to be arbitrated and the nomination of an individual to act as the arbitrator. The arbitration shall be carried out as follows:

- (a) the arbitrator shall conduct the arbitration in accordance with the commercial arbitration rules (the "Rules") established from time to time by the ADR Institute of Canada Inc., unless the parties agree to modify the same pursuant to any arbitration agreement. The Arbitration Act (Alberta) shall apply to all arbitrations but if there is a conflict between the rules and the provisions of the act, the rules shall prevail;
- (b) the arbitrator shall proceed to hear and render a written decision concerning any dispute;
- (c) the arbitrator has the right to award solicitor-client costs against the unsuccessful party and to award interest but does not have the right to award punitive, consequential, or other exemplary damages; and
- (d) the arbitrator's decision is final and binding, but is subject to appeal or review by any court of tribunal on points of law.

6 Amendment to Agreement and Early Renewal:

6.1 Either party may, at its option, give notice in writing ("Notice to Amend") to the other party at any time on or after January 1, 2021, that it wishes to amend the terms of the Agreement. The Notice to Amend must reference the terms of the Agreement that the party wishes to amend, and that party's suggested amendments to these terms. On receipt of a Notice to Amend, the other party must within ten (10) Business Days provide the first party with the other party's position on the proposed amendments. If the parties agree, then this Agreement will be amended in accordance with the terms of the parties' agreement for the remainder of the Term. If the parties fail to agree to the proposed amendments, then this Agreement shall remain in full force and effect and unamended for the remainder of the Term.

6.2 This Agreement may be renewed for such further term as the parties may agree to in writing.

7 Entire Agreement:

7.1 It is understood and agreed upon by both parties that the terms and conditions set forth herein, together with any schedules annexed hereto, are all the terms and conditions of this Agreement entered into by the Village of Beiseker and Rocky View County. This Agreement supersedes all other Agreements or representations of any written, or oral, or implied, or made in reference to the sharing of revenue; or any other Tax Revenue Sharing Agreement.

7.2 If any provision(s) of this Agreement is deemed illegal or unenforceable, such provision(s) shall be considered severable from the conditions of this Agreement, and the remaining provisions shall remain in force and be binding, as dually executed between both parties.

8 General Clauses

8.1 Neither party to this Agreement shall have the ability to assign this Agreement, or any of the rights, obligations, benefits or provisions hereof, without the written consent of the other party, by which consent may be withheld arbitrarily.

8.2 This Agreement shall serve to the benefit of, and be binding upon, the parties hereto and their respective successors and permitted assigns.

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8.3 Nothing herein contained shall be deemed to authorize or empower either party to act as agent for the other party to this Agreement, or to conduct business in the name, or for the account, of the other party to this Agreement.

8.4 Any written notice given under this Agreement shall be duly and properly given, if delivered to the addressee as follows:

(a) Rocky View County
262075 Rocky View Point
Rocky View County, AB
T4A 0X2
Attention: Chief Administrative Officer

(b) Village of Beiseker
700 1st Avenue
PO Box 349
Beiseker, AB
T0M 0G0
Attention: Chief Administrative Officer

8.5 Time shall be of the essence of this Agreement.

8.6 This Agreement shall be construed and governed by the laws of the Province of Alberta.

8.7 This Agreement may be modified, amended, or assigned during the Term only in a written instrument, duly executed by both parties.

8.8 The failure of any party hereto to insist upon strict performance of any covenant or condition on the part of the other party contained in this Agreement or to exercise any right or option hereunder shall not be construed as a waiver or relinquishment of such covenant or condition or any other subsequent default hereunder.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date specified above.

ROCKY VIEW COUNTY

Per: _____

Title/Position: _____

Per: _____

Title/Position: _____

VILLAGE OF BEISEKER

Per: _____

Title/Position: _____

Per: _____

Title/Position: _____

Village _____
County _____

The Identified Area



ROCKY VIEW COUNTY
Cultivating Communities

Information as depicted is subject to change, therefore Rocky View County assumes no responsibility for discrepancies after date of printing.



Printed: Aug 25, 2020

Village _____
County _____