



ROCKY VIEW
COUNTY

THIS MEMORANDUM OF UNDERSTANDING executed this ____ day of _____, 2021
(hereinafter referred to as the “MOU”)

BETWEEN

ROCKY VIEW COUNTY
(hereinafter referred to as the “County”)

AND

THE VILLAGE OF BEISEKER
(hereinafter referred to as the “Village”)

MEMORANDUM OF UNDERSTANDING

WHEREAS:

- A. The Municipalities are municipal corporations under the *Municipal Government Act*;
- B. The Municipalities share a common boundary;
- C. The Municipalities wish to affirm the importance of and strengthen their intergovernmental relationship;
- D. The Municipalities have entered into an Intermunicipal Collaboration Framework to govern shared servicing arrangements;
- E. The Municipalities have reviewed their common interests and wish to work together when appropriate to direct development to the most efficient and mutually beneficial outcomes.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. Purpose

- 1.1. The purpose of this MOU is to affirm the intergovernmental relationship between the Municipalities and strengthen the process for working together to ensure that

development near their common boundary is carried out in a mutually beneficial and efficient manner.

2. Definitions

- 2.1. "CAO" means the Chief Administrative Officer or acting CAO of each Municipality.
- 2.2. "Council" means the elected council of each Municipality or the Municipalities, as the context may so require.
- 2.3 "Effective Date" means the later of the dates on which resolutions of both Councils approving this MOU are passed (if applicable), or the date that this MOU is fully executed and delivered by each Municipality.
- 2.4. "Intermunicipal Collaboration Framework" means the Intermunicipal Collaboration Framework between the Village of Beiseker and Rocky View County, as required under Part 17.2 of the *Municipal Government Act*, as amended from time to time.
- 2.5. "Intermunicipal Committee" means the Intermunicipal Committee formed by the Village and the County pursuant to the provisions of the Intermunicipal Collaboration Framework, which consists of elected and Administration officials, and which meets twice annually.
- 2.6. "Local Plans" means conceptual schemes and master site development plans.
- 2.7. "MOU" means this Memorandum of Understanding, as amended from time to time.
- 2.8 "*Municipal Government Act*" means the *Municipal Government Act*, RSA 2000, c M-26, and all regulations established thereunder, as amended from time to time.
- 2.9 "Municipalities" means, collectively, the County and the Village, and "Municipality" means either one of them.

3. Principles of Cooperation

- 3.1. The Municipalities are committed to fostering intermunicipal cooperation in a non-adversarial, informal, and cost-effective manner.
- 3.2. The Municipalities are committed to open communication to determine the most efficient and mutually beneficial pattern of development along their common boundary.

4. Term and Review

- 4.1. This MOU shall come into effect on the Effective Date and shall remain in effect for a term of five years.
- 4.2. As soon as reasonably possible after a Municipality has adopted this MOU by resolution (if applicable) and executed this MOU to the other Municipality, that

Municipality's CAO shall provide written notice to the other Municipality's CAO confirming the date of final adoption.

4.3. The Municipalities shall review the terms and conditions of this MOU through the Intermunicipal Committee by no later than the four year anniversary of the Effective Date.

4.4. After the four year review is completed, the Municipalities may renew the MOU by matching Council resolutions, or terminate the MOU as they deem appropriate.

4.5. This MOU may be terminated by either Municipality providing 90 days' notice to the other Municipality in writing.

5. Communication

5.1. Each Municipality's CAO will communicate with each other in a timely manner any items that might be of significance for this MOU.

5.2. Notice under this MOU shall be provided in writing to the mailing address or email address of each respective Municipality, addressed to the attention of the CAO, and provided in the manner set forth within the Intermunicipal Collaboration Framework.

5.3. Regular meetings between the Municipalities' elected officials shall occur at least once annually through the Intermunicipal Committee.

6. Circulation and Referrals

6.1. The Municipalities shall refer the following development plans and proposals within the prescribed distance set forth within Section 6.2 to each other, and shall endeavour to address any concerns raised by the other party:

6.1.1. Proposed statutory plans, local plans, and any amendments thereto;

6.1.2. Applications for land use redesignation and subdivision that result in the creation of more than three (3) new residential lots;

6.1.3. Proposed road closures and disposition of municipal and/or school reserves and public utility lots; and

6.1.4. Development permit applications for natural resource extraction, landfills, land uses along the intermunicipal entranceways, commercial or industrial development, and institutional uses and services.

6.2. The County shall refer circulations arising from clause 6.1 within 1.6 km of the Municipalities' common boundary to the Village, and the Village shall refer circulations arising from clause 6.1 within 500m of the Municipalities' common boundary to the County.

6.3. Unless otherwise agreed to by both Municipalities, the responding Municipality shall have twenty (20) days from date of receipt to respond to development permits, and thirty (30) days from date of receipt to reply to any other intermunicipal circulation.

6.4. For greater clarity, unless otherwise required by the provisions of the *Municipal Government Act*, adjacent landowners will be circulated in accordance with the provisions of Section 692(4) to (7) of the *Municipal Government Act*.

7. Mitigating Intermunicipal Impacts

7.1. The Municipalities shall continue to cooperate on issues that may arise from land use patterns and should seek to mitigate any adverse impacts on the other Municipality.

7.2. The Municipalities shall continue to cooperate on issues relating to stormwater management.

7.3. The Municipalities affirm the importance of the Tax Revenue Sharing Agreement for the Beiseker Airport.

7.4. The County shall encourage development near the Municipalities' common boundary to take place within the boundaries of the Village. If development occurs in the County within 1.6 km of the common boundary, the County shall examine opportunities for net revenue-sharing with the Village.

7.5. The Municipalities shall not support confined feeding operations within 1.6 km of the Municipalities' common boundary.

8. General Provisions

8.1. This MOU does not in any way fetter, limit, or restrict the legislative jurisdiction of the respective Councils, nor does it commit a Municipality to any obligation not specifically set out herein.

8.2. This MOU does not create any rights or legal obligations between the Municipalities:

8.2.1 that would be in any way contrary to or in conflict with any limitation, obligation, or requirement under the *Municipal Government Act*, or any legislative jurisdiction of the respective Councils; and

8.2.2 that would be greater than a level of commitment and/or performance of merely the good faith and municipal best efforts with respect to any stated intention, obligation, or requirement contemplated within this MOU.

8.3 To the extent that any such contrary requirement or conflict exists between the provisions of this MOU and any limitation, obligation, or requirement under the *Municipal Government Act*, or any legislative jurisdiction of the respective Councils, the Municipalities acknowledge and agree that:

8.3.1 the requirements of the limitation, obligation, or requirement under the *Municipal Government Act*, or the requirements of the legislative jurisdiction of the respective Councils, will prevail;

8.3.2 the Municipalities, through the Intermunicipal Committee, shall meet as soon as reasonably practicable in order to address the conflict, with a view to

finding a solution that as much as possible honours and facilitates the intentions of the Municipalities as reflected within this MOU; and

8.3.3 to the extent that any such conflict is not resolved to the reasonable satisfaction of either Municipality, the matters in dispute may be referred by either Municipality so as to be resolved through the dispute resolution process outlined in the Intermunicipal Collaboration Framework.

8.4 Nothing within this MOU shall be interpreted as an amendment to or replacement of any existing or future Tax Revenue Sharing Agreement between the Municipalities respecting the Beiseker Airport and related lands or developments.

8.5 Any dispute between the Municipalities with respect to this MOU shall follow the dispute resolution process outlined in the Intermunicipal Collaboration Framework.

IN WITNESS WHEREOF, the Municipalities have hereunto executed this Framework by the hands of their proper officers duly authorized in that regard.

VILLAGE OF BEISEKER

ROCKY VIEW COUNTY

PER:

PER:

Warren Wise
Mayor

Daniel Henn
Reeve

Date

Date

Heather Leslie
Chief Administrative Officer

Kent Robinson
Acting Chief Administrative Officer

Date

Date