



ROCKY VIEW COUNTY

INTER-MUNCIPAL TRANSFER SITE COST CONTRIBUTION AGREEMENT

This Agreement made effective as of _____, 2023

Between:

Town of Crossfield
(the "Town")

And

Rocky View County
(the "County")

This Agreement provides the general terms and conditions under which the Town will provide access to the Transfer Site to residents of the County.

WHEREAS the Parties see working together as beneficial for both the Municipalities as a whole;

WHEREAS the Parties wish to provide and utilize funding contributions received from each other for the purposes of supporting the availability and accessibility of the transfer station to all residents within the Town and the County;

AND WHEREAS the *Municipal Government Act* stipulates that municipalities that have a common boundary must create a framework with each other to:

- Provide for the integrated and strategic planning, delivery, and funding of intermunicipal services;
- Steward scarce resources efficiently in providing local services; and
- Ensure municipalities contribute funding to services that benefit their residents;

NOW THEREFORE THIS AGREEMENT WITNESSES that, in consideration of the mutual covenants herein contained, the Town and the County agree as follows:

Start Date: **January 1, 2023**

End Date: **March 31, 2027**

1.0 DEFINITIONS

For the purpose of this Agreement, the following terms will have the meanings herein specified:

- (a) **“Agreement”** shall mean inter-municipal cost sharing transfer site contribution agreement;
- (b) **“Annual Payment”** shall be the payment as described in Section 4.0;
“Catchment Area” means all residential properties within a fifteen (15) kilometre radius of the Transfer Site, as shown in Schedule “B” to this Agreement;
- (c) **“County”** means Rocky View County;
- (d) **“Effective Date”** shall mean the start date;
- (e) **“Municipalities”** shall mean the Town of Crossfield and Rocky View County;
- (f) **“Parties”** shall mean the Town of Crossfield and Rocky View County;
- (g) **“Start Date”** shall mean the start date as established in the preamble to this Agreement;
- (h) **“Term”** shall mean the term of this Agreement as described in Section 3 herein;
- (i) **“Town”** means the Town of Crossfield;
- (j) **“Transfer Site”** shall mean the facility provided by the Town for the receipt of waste, which shall be at a location to be determined by the Town from time to time within the municipal boundaries of the Town of Crossfield.
- (k) **“Waste”** means any garbage, yard waste, recycling or other refuse that is permitted to be disposed of at the Transfer Site in accordance with all Town of Crossfield Bylaws and other applicable enactments.

2.0 PURPOSE

- 2.1 The Parties hereby enter into this Agreement for the purpose of sharing the costs associated with the usage of the Transfer Site to the residents within the Town and the County.
- 2.2 The Parties acknowledge and agree that this Agreement only applies to the usage of the Transfer Site for the disposal or deposit of Waste, and shall not apply to costs incurred to improve the facility.

3.0 TERM

- 3.1 Subject to earlier termination in accordance with these terms and conditions, this Agreement shall come into force and effect on the Start Date and shall continue in effect until the end date set forth in the preamble to this Agreement (the "Term").

4.0 RATES AND PAYMENTS

- 4.1 In consideration of the Town granting to the County the right for residents' use of the Transfer Site with the same rights and limitations as a Town resident, the County agrees to pay to the Town an all-inclusive Annual Payment in accordance with the following:

ANNUAL PAYMENT	\$20,000.00
-----------------------	--------------------

- 4.2 Data obtained from the Transfer Site will be shared with Rocky View County on an annual basis, 30 days prior to fiscal year end, for the County's review and consideration.
- 4.4 Costing for each year will be jointly reviewed by the Parties on an annual basis and any amendment agreed upon by the Parties will apply to the following year's payment rate.
- 4.5 In the event that a joint review does not occur, the annual payment will remain at the value specified in Section 4.1 or the value of the previous year; which ever is highest. 4.6 During the joint review process cost increases will be considered based on documented factors impacting the cost associated with operating the Transfer Site. For example:

(a) Rocky View County resident usage;

- (b) Rocky View County household increases within the Catchment Area;
- (c) Hauling and disposal costs of waste and recycling materials;
- (d) Applicable duties, costs of packing, cartage and transportation;
- (e) Decrease in usage by Crossfield residents;
- (f) Additional services provided by Rocky View County for their residents which may impact usage of the Transfer Site;

4.7 That invoicing be provided to the County from the Town and issued in December of each year.

5.0 TERMINATION

5.1 Either party may terminate this Agreement at any time and for any reason upon providing the other party with 90 days advance written notice of its intention to terminate this Agreement.

5.2 Upon termination of this Agreement as set forth in Section 5.1, neither party shall have any further claims against, or be entitled to any further remuneration or compensation from, the other party.

6.0 INSURANCE AND INDEMNITY

6.1 The Town shall at its own cost and expense maintain in full force and effect at all times during the term of this Agreement insurance policies with respect to the Transfer Site and operation thereof in a form and amount satisfactory to the County, acting reasonably.

6.2 The Town shall indemnify and save harmless the County, elected officials, employees, and agents from, of, and against all claims, proceedings, demands, damages, actions, judgments of every nature or kind; including, without limiting the generality of the foregoing, all damages for personal injury or death arising out of or attributable to the existence or operation of the Transfer Site and any and all actions or conduct of the Town, its employees, agents, contractors and sub-contractors upon the Transfer Site and on other lands pursuant to this Agreement. The Town's obligation to indemnify the County shall survive the termination or expiry of this Agreement, howsoever it occurs, and shall include legal fees on a solicitor and own client full indemnity basis.

7.0 OTHER PROVISIONS

- 7.1 *Further Assurances*. The Parties covenant and agree to do such things and execute such further documents, agreements, and assurances as may be reasonably necessary or advisable from time to time to carry out the terms and conditions of this Framework in accordance with their true intent.
- 7.2 *Notices*. Any notice required to be given hereunder by any Party will be deemed to have been well and sufficiently given if it is delivered personally or mailed by pre-paid registered mail to the address of the Party for whom it is intended. A notice or other document sent by registered mail will be deemed to be sent at the time when it was deposited in a post office or public letter box and will be deemed to have been received on the fourth business day after it was postmarked. A copy of the notice shall also be provided via email.
- 7.3 *Amendments*. This Agreement may only be altered or amended in any of its provisions when any such changes are put in writing and signed by all of the Parties.

8.0 DISPUTE RESOLUTION

- 8.1 The Parties will meet to attempt to resolve any disputes that may arise under this Agreement.
- 8.2 In the event the Parties are unable to resolve a dispute, including a dispute arising with respect to amount payable pursuant to Section 4.4 of this Agreement, the parties will follow the process outlined in "Schedule A – Dispute Resolution Process".

The parties have executed this Agreement effective _____
(the "Effective Date").

Rocky View County

Town of Crossfield

Mayor Crystal Kissel

Mayor Kim Harris

CAO Dorian Wandzura

CAO Sue Keenan

Schedule "A"

Dispute Resolution Process

A. Definitions

- 1) "initiating party" means a party who gives notice under section B of this Schedule;
- 2) "mediation" means a process involving a neutral person as a mediator who assists the parties to a matter and any other person brought in with the agreement of the parties to reach their own mutually acceptable settlement of the matter by structuring negotiations, facilitating communication, and identifying the issues and interests of the parties;
- 3) "mediator" means the mutually-agreed upon person or persons appointed to facilitate by mediation the resolution of a dispute between the parties.

B. Notice of dispute

- 1) When a party believes there is a dispute under the Agreement and wishes to engage in dispute resolution, the party must give written notice of the matters under dispute to the other parties.

C. Negotiation

- 1) Within 14 days after the notice is given under section B of this Schedule, each party must appoint a representative to participate in one or more meetings, in person or by electronic means, to attempt to negotiate a resolution of the dispute.

D. Mediation

- 1) If the dispute cannot be resolved through negotiations with 90 days of initial notice, the representatives must appoint a mediator to attempt to resolve the dispute by mediation.
- 2) The initiating party must provide the mediator with an outline of the dispute and any agreed statement of facts.
- 3) The parties must give the mediator access to all records, documents, and information that the mediator may reasonably request.
- 4) The parties must meet with the mediator at such reasonable times as may be required and must, through the intervention of the mediator, negotiate in good faith to resolve their dispute.

- 5) All proceedings involving a mediator are without prejudice, and, unless the parties agree otherwise, the cost of the mediator must be shared equally between the parties.

E. Report

- 1) If the dispute has not been resolved within 6 months after the notice is given under section B of this Schedule, the initiating party must, within 21 days, prepare and provide to the other party a report.
- 2) The report should contain a list of the matters agreed upon, and those upon which there is no agreement between the parties.
- 3) Despite subsection (1), the initiating party may prepare a report before the 6 months have elapsed if:
 - i. the parties agree, or
 - ii. the parties are not able to appoint a mediator under section D of this Schedule.

F. Appointment of arbitrator

- 1) Within 14 days of a report being provided under section E of this Schedule, the representatives must appoint a mutually agreed-upon arbitrator, and the initiating party must provide the arbitrator with a copy of the report.
- 2) If the representatives cannot agree on an arbitrator, the initiating party must forward a copy of the report referred to in section E of this Schedule to the Minister with a request to the Minister to appoint an arbitrator.

G. Arbitration process

- 1) Where arbitration is used to resolve a dispute, the arbitration and arbitrator's powers, duties, functions, practices, and procedures shall be the same as those in Division 2 of Part 17.2 of the Municipal Government Act.
- 2) In addition to the arbitrator's powers under subsection (1), the arbitrator may do the following:
 - i. require an amendment to the Agreement;
 - ii. require a party to cease any activity that is inconsistent with the Agreement;

- iii. award any costs, fees, and disbursements incurred in respect of the dispute resolution process, and determine who bears those costs.

H. Deadline for resolving dispute

- 1) The arbitrator must resolve the dispute within one year from the date the notice of dispute is given under section B of this Schedule.

I. Arbitrator's order

- 1) Unless the parties resolve the disputed issues during the arbitration, the arbitrator must make an order as soon as possible after the conclusion of the arbitration proceedings.
- 2) The arbitrator's order must:
 - i. be in writing;
 - ii. be signed and dated;
 - iii. state the reasons on which it is based;
 - iv. include the timelines for the implementation of the order; and
 - v. specify all expenditures incurred in the arbitration process for payment under section 708.41 of the Act.
- 3) The arbitrator must provide a copy of the order to each party.
- 4) If an order of the arbitrator under sub-section (2) is silent as to costs, a party may apply to the arbitrator within 30 days of receiving the order for a separate order respecting costs.

J. Costs of arbitrator

- 1) Subject to an order of the arbitrator or an agreement by the parties, the costs of an arbitrator under this Schedule must be shared equally by the parties.

Schedule "B" Catchment Area

