

Memorandum of Agreement Template

Between

_____ and the

Towns of _____, _____, _____ & _____
and the Village of _____

Authority or other requisition specifically levied to pay for a service; and
iii) local improvement taxes
"Service Zone" shall mean those properties connected to and receiving treated water and/or
wastewater services from the system owned and operated by the Town.

B. TERM OF AGREEMENT

- 1) The initial term of this Agreement shall be from January 1, 2007 to December 31, 2016 unless specified otherwise in this Agreement. Thereafter the agreement will automatically renew for a further 10 year term unless either party provides one years notice of termination or desire to renegotiate the agreement.
- 2) This Agreement may be amended by mutual consent of both parties unless specified otherwise in this Agreement.
- 3) It is agreed by the County and the Town that by no later than April of 2009, 2012 and 2015 that the Inter Municipal Committee shall meet to review the terms and conditions of the agreement. In the event of termination by one of the parties after the initial 10 year term, the issue of compensation for services provided under the agreement will be dealt with in accordance with the dispute resolution Clause K.

C. SCHEDULE OF PAYMENTS

- 1) Unless otherwise provided in this Agreement, payments shall be made on a quarterly basis (March 31, June 30, September 30, December 31 in any year) if invoiced at least thirty days in advance or within thirty days of receipt of invoice.
- 2) Receipt of invoice shall be considered to be seven days from postmark of mailing.

D. INTERMUNICIPAL COOPERATION

- 1) The Town and the County agree to create a recommending body known as the Inter-municipal Committee (hereinafter referred to as the Committee)
- 2) The Committee will meet on an as required basis and will develop recommendations to the Town and County Councils on all matters of strategic direction and cooperation affecting County and Town residents, except matters where other current operating structures and mechanisms are operating successfully. The topics to be discussed will include:
 - a) Long-term strategic growth plans for the County and the Town as may be reflected in Municipal Development Plans, Area Structure Plans, Inter Municipal Development Plan and other strategic studies.
 - b) Intermunicipal and regional transportation issues including the Transportation and Utility Corridors, truck routes, transitional access into and out of the Town.
 - c) The provision of Town services into the County.
 - d) Prompt circulation of major land use, subdivision and development proposals in either municipality which may impact the other municipality; and
 - e) The discussion of urban fringe and other intermunicipal or multi-jurisdictional issues in lieu of a regional planning system.
- 3) The Committee shall consist of four members, being the Reeve and local Councillor from the County and the Mayor and one Councillor from the Town.

recreation facilities and services offered by the Town, and further the County recognizes the Town's capital contribution for the development of these facilities.

G. MUNICIPAL SERVICES – CAPITAL PROVISIONS

- 1) The County and the Town have expressed a need to be involved in the decision-making process leading to capital projects, including recreation, cultural, library, water and wastewater infrastructure and major roadways.
- 2) Both parties agree to notify the other of capital projects at the initial planning stage. The County will notify the Town of any projects within the Town's recreation district.
- 3) The initial notification will include a general description of the project, estimated costs and timing of expenditures. The other party will advise if they have objections in principle to funding the project and provide reasons. An opportunity will be provided to discuss the project at a joint meeting of the two Councils.
- 4) Both municipalities may become involved in the planning of capital projects, by appointing a person to whom the information can be directed.
- 5) The representative may participate in any of the meetings for the design process.
- 6) The following criteria will be used when assessing funding of new capital projects:
 - a) Relationship of the proposed capital project to Intermunicipal Development Plan, the Regional Recreation Master Plan, or any other regional long term planning document prepared by the municipalities
 - b) The level of community support;
 - c) The nature of the project;
 - d) The demonstrated effort by volunteers to raise funds and obtain grants (if applicable);
 - e) The projected operating costs for new capital projects;
- 7) The Town and County recognize that the decision to participate in or not participate in a capital project ultimately lies with the respective municipal councils, who in turn must rely on the support of their electorate to support the project and any capital borrowing that could be required,

H. MUNICIPAL SERVICES – OPERATIONAL COSTS

1) Cemetery

- a) The municipalities within the region will continue to operate the cemeteries within their respective municipalities and all residents of the region will be provided access to a cemetery for the same fee as charged to a resident of the municipality operating the cemetery.

2) Parks and Open Spaces

The municipalities within the region will continue to operate the parks and open spaces within their respective municipalities and all residents of the region will be provided access to the parks and open spaces for the same fee

3) Family and Community Support Services

It is agreed, if required, that the County and the Town will enter into a stand alone separate Agreement to provide pest control.

7) Recreation and Culture

- a) The Town and County agree recreation and culture facilities and programs require assistance from the taxpayers in order to subsidize youth and senior programs.
- b) For the purposes of this Agreement, the County will provide an annual grant to the Town to assist in the cost of providing recreation and culture programs, except as elsewhere provided in this agreement, including the operation, and maintenance of all indoor and outdoor recreation and culture facilities located in the Town.
- c) The parties agree that the per capita grant formula will be based on the recreation area population as designated by the County, with the increase in funding to be phased in over a five year period based on the following amounts, and subject to Clause I, Funding Adjustments.

Year	Base Funding Per Capita With Pool	Base Funding Per Capita No Pool
2006	\$31.70	\$31.70
2007	\$43.87	\$37.29
Year Two	\$56.95	\$42.88
Year Three	\$68.22	\$48.48
Year Four	\$80.40	\$54.07
Year Five & beyond	\$92.57	\$59.66

- d) It is agreed that the Town will contribute a minimum of the equivalent per capita amount to the town recreation and cultural programs and facilities and where it does not, shall refund to the County any excess contributions.

The County and the Town acknowledges that in addition to the operation costs, that a fund for capital maintenance should be separately identified for recreation and cultural facilities. Both parties agree that the terms of reference for the Regional Recreation and Culture Master Plan will include the development of a formula for establishing a capital maintenance fund for recreation and cultural facilities in both the Town and the County.

8) Water and Wastewater

- a) The Town agrees to provide water and wastewater services to businesses, industry and residential developments in the County within the area identified in Schedule A (Map of proposed development areas in vicinity of the Town), subject to the County paying the library, recreation and culture funding as outlined in Clauses 5a and 7c and subject to the payment of the appropriate water and wastewater facility expansion costs to the Town.
- b) The County will be responsible for all costs associated with the infrastructure and over sizing required to connect into the Town water and wastewater systems. The Town acknowledges that the County will cover these costs and will eventually recover their costs as new developments connect into the system.

years.

Increases in base funding after 2007 will be based on the accumulated increase in new assessment in 2007 and subsequent years.

Accumulated less than 2%	no change
2% but less than 4%	Year Two
4% but less than 6%	Year Three
6% but less than 8%	Year Four
8% plus	Year Five

Year Five base funding shall be in place no later than 2011.

- 2) CHANGES IN PROVINCIAL LEGISLATION AND OR REGULATIONS REGARDING THE CALCULATION OF PROPERTY ASSESSMENT — the cost sharing arrangements in this agreement are based on the current Municipal Government Act and the regulations regarding assessment. In the event the Province changes these regulations in a manner that will materially affect the County's ability to collect revenue the parties to this agreement, agree to revisit the per capita funding amounts for recreation, culture and libraries.

 - 3) COLA — the base funding for cost sharing agreements will be adjusted annually to reflect the cost of living increase. The annual Provincial average cost of living as of June will be used for the adjustment to the base funding paid by the County for the next fiscal year.
 - 4) POPULATION ADJUSTMENTS — the Federal Census population statistics will be used to calculate the populations for the Town and the area within the County serviced by Town (recreation district). The County agrees to phase in the population adjustment from the 2006 Federal Census beginning in 2007 based on adding 4% in 2007, 4% in 2008 and subject in 2009 to adjustments to reflect the actual population increase resulting from the 2006 census. The County and the Towns also agree to increase their respective populations beginning in 2008, based on 2.5 people per new housing start in the previous year, subject to adjustment of population numbers at the time of each Federal Census without recalculation of past funding.
- REDISTRIBUTION OF FUNDS — In the event all the funds are not utilized, the County may at the request of the municipality hold the funds in reserve for up to one year. In the event one or more of the regional municipal partners cannot utilize and/or provide the matching municipal funds for a given year, the unused portion of their allocation may be redistributed to the other urban partners on a per capita basis provided they match the increase to offset operational expenses.

J. INDEMNITY

- 1) The Town shall indemnify and hold harmless the County, its employees and agents from any and all claims, actions and costs whatsoever that may arise directly or indirectly out of any act or omission of Town, its employees or agents in the performance of this Agreement. Such indemnification shall survive termination of this Agreement.
- 2) The County shall indemnify and hold harmless the Town, its employees and agents from any and all claims, actions and costs whatsoever that may arise directly or indirectly out of any act or omission of County, its employees or agents in the performance of this Agreement. Such indemnification shall survive termination of this Agreement

IN WITNESS WHEREOF the parties have affixed their corporate seals as attested by the duly authorized signing officers of the parties as of the first day above written,

_____ COUNTY

TOWN OF _____

Reeve _____

Mayor _____

County Manager _____

Town Manager _____