AMENDED
by By-law No. 23-88

BY-LAW NO. 9-88

BEING A BY-LAW OF THE COUNCIL OF THE COUNTY OF PARKLAND NO. 31 TO AUTHORIZE THE ENTERING INTO OF AGREEMENTS WITH HER MAJESTY THE QUEEN IN THE RIGHT OF THE PROVINCE OF ALBERTA AS REPRESENTED BY THE MINISTER OF MUNICIPAL AFFAIRS AND THE MINISTER OF TRANSPORTATION AND UTILITIES AS A RESULT OF THE ANNEXATION OF CERTAIN LANDS FROM THE COUNTY OF PARKLAND NO. 31 TO IMPROVEMENT DISTRICT NO. 222

WHEREAS the Lieutenant Governor in Council by Order in Council has constituted Improvement District No. 222 and by a further Order in Council has annexed to the said Improvement District from the County of Parkland No. 31 those lands which are described on Schedule "A" hereto (hereinafter referred to as the "Annexed Lands") effective December 31, 1987;

WHEREAS, subject to the exceptions described in the Improvement District Act, R.S.A. 1980 c.I-1, the Minister of Municipal Affairs is responsible for the management and the administration of Improvement District No. 222 and the Minister of Transportation and Utilities is responsible for road improvements within the said Improvement District;

WHEREAS the Minister of Municipal Affairs and the Minister of Transportation and Utilities have requested that the County of Parkland No. 31 continue to make available and supply certain services to the Annexed Lands and the Council of the County of Parkland No. 31 is prepared to continue to make available and supply those services to the Annexed Lands, subject to the entering into of an Agreement between the County of Parkland No. 31 and the Minister of Municipal Affairs and the Minister of Transportation and Utilities;

WHEREAS the Council of the County of Parkland No. 31 and Her Majesty the Queen as represented by the Minister of Municipal Affairs wish to enter into agreements, to provide for the orderly transfer and continued employment of certain employees of Parkland, for the payment to Parkland of certain amounts owing to Parkland for taxes, fees, utility rates and charges from the Annexed Lands and for the division of property, rights, assets and liabilities between the County of Parkland No. 31 and Improvement District No. 222 with respect to the Annexed Lands; and

WHEREAS the Council of the County of Parkland No. 31 wishes to pass a by-law pursuant to the Municipal Government Act R.S.A. 1980 c.M.-26 s.116 to authorize the making of agreements with Her Majesty the Queen in the Right of the Province of Alberta as represented by the Minister of Municipal Affairs and the Minister of Transportation and Utilities for the purposes hereinbefore described; and

NOW THEREFORE THE COUNCIL OF THE COUNTY OF PARKLAND NO. 31 IN COUNCIL DULY ASSEMBLED HEREBY ENACTS AS FOLLOWS:

1. That the County of Parkland No. 31 be authorized to enter into agreements with Her Majesty the Queen in the Right of the Province of Alberta as represented by the Minister of Municipal Affairs and the Minister of Transportation and Utilities to provide amongst other things, for the supply of certain services by the County of Parkland No. 31 to the Annexed Lands, the continued employment of certain employees of Parkland, the payment of certain taxes, fees, utility rates and charges owing to the County from the Annexed Lands and for the division of property, rights, assets and liabilities between the County and Improvement District No. 222, such agreements to be in a form acceptable to the Council of the County of Parkland No. 31;

2. That the Reeve and County Commissioner be authorized and directed to execute all such agreements as are approved by resolution of Council pursuant to this By-Law, on behalf of the County of Parkland No. 31, and to affix the County's seal thereto.

3. That the officers and employees of the County of Parkland No. 31 be authorized and directed to take such steps on behalf of the County of Parkland No. 31 as may be necessary to implement and carry out the agreements entered into by the County pursuant to this By-Law.

4. This By-Law shall come into effect on the date of its final reading thereof.

READ A FIRST TIME this 10th day of March, A.D. 1988.

READ A SECOND TIME this 10th day of March, A.D. 1988.

READ A THIRD TIME AND FINALLY PASSED this 10th day of March, A.D. 1988.

REEVE

S E A L

MUNICIPAL SECRETARY

DIVISION OF PROPERTY, RIGHTS, ASSETS AND LIABILITIES AGREEMENT

MEMORANDUM OF AGREEMENT entered into as of the 31st day of December, A.D. 1987.

BETWEEN:

COUNTY OF PARKLAND NO. 31,
a county incorporated under the laws of the Province of Alberta,
(hereinafter referred to as "Parkland"),

OF THE FIRST PART,

- and -

HER MAJESTY THE QUEEN in the right of the Province of Alberta, as represented by the Minister of Municipal Affairs (hereinafter referred to as "the Minister of Municipal Affairs"),

OF THE SECOND PART.

RECEIVED
JUL 11 1988
COUNTY OF PARKLAND
No. 31

WHEREAS the Lieutenant Governor in Council by Order in Council has constituted Improvement District No. 222 and by a further Order in Council has annexed to the said Improvement District from Parkland those lands which are described on Schedule "A" hereto (hereinafter referred to as "the Annexed Lands") effective December 31, 1987; and

WHEREAS, subject to the exceptions described in the Improvement District Act, R.S.A. 1980 c.I-1, the Minister of Municipal Affairs is responsible for the management and the administration of Improvement District No. 222; and

WHEREAS under an Agreement in writing entered into as of the 31st day of December, A.D., 1987, between the Minister of Municipal Affairs, Her Majesty the Queen in the Right of the Province of Alberta as

represented by the Minister of Transportation and Utilities and Parkland (hereinafter referred to as "the Servicing Agreement"), Parkland agreed to continue to make available and supply certain services to the Annexed Lands on the terms set out in the Servicing Agreement; and

WHEREAS the Minister of Municipal Affairs and Parkland now wish to provide for the division of property, rights, assets and liabilities between Parkland and Improvement District No. 222 with respect to the Annexed Lands on the terms and subject to the conditions hereinafter set forth;

NOW THEREFORE THIS AGREEMENT WITNESSETH that the parties hereto, in consideration of the mutual covenants and agreements hereinafter set forth, covenant and agree, save as otherwise provided, with each other as follows:

ARTICLE 1

DIVISION OF PROPERTY, RIGHTS , ASSETS AND LIABILITIES

1.1 The parties hereto shall use their best efforts to finally determine and resolve the division or apportionment of property, rights, assets and liabilities between Parkland and Improvement District No. 222 relating to the Annexed Lands by July 1, 1988.

1.2 The division or apportionment of property, rights, assets and liabilities between Parkland and Improvement District No. 222 shall be

based upon the December 31, 1987 financial statements of Parkland and shall also be based upon the following principles:

(a) The portion of the Net Assets of Parkland to be paid, transferred or assigned to Improvement District No. 222 shall be based upon the ratio of the assessment of the Annexed Lands to the assessment of all of Parkland, including the Annexed Lands:

(b) For the purposes of subclause 1.2(a), the assessment of the Annexed Lands and Parkland shall only include the assessment of those items which presently fall within the provisions of the Municipal Taxation Act R.S.A. 1980 c.M.-31, as amended;

(c) In determining the Net Assets of Parkland to be apportioned or divided there shall be excluded from the calculation of Net Assets those assets and liabilities which have specific application to the Annexed Lands and to the remainder of Parkland and those assets or liabilities which have specific application shall be transferred or assigned to Improvement District No. 222 or shall remain with Parkland as the case may be.

1.3 In the event that the division or apportionment of property, rights, assets and liabilities related to the Annexed Lands shall not have been determined and resolved by way of an Agreement between Parkland and the Minister of Municipal Affairs by July 1, 1988, subject to the provisions contained in the Municipal Government Act R.S.A. 1980 c.M.-26,

the division or apportionment of property, rights, assets and liabilities may be referred to arbitration by either Parkland or the Minister of Municipal Affairs pursuant to Article 2 of this Agreement and the decision of the arbitrator appointed pursuant to Article 2 shall be final and binding upon all parties hereto.

1.4 Any arbitrator appointed, pursuant to Article 2, to determine the division or apportionment of property, rights, assets and liabilities shall follow the principles enumerated in clause 1.2 of this Article.

ARTICLE 2

ARBITRATION

2.1 Any dispute which arises between the parties concerning any matter in this Agreement shall be referred to arbitration pursuant to the Arbitration Act of Alberta, subject to the following modifications:

(a) There shall be one (1) arbitrator appointed. If the parties are unable to agree upon an arbitrator to be appointed, then either party may, on notice to the other, apply to a Judge of the Court of Queen's Bench of Alberta to appoint an arbitrator.

(b) The arbitrator so appointed shall have the power to obtain the assistance, advice or opinion of any engineers, architects, surveyors, appraisers, valuators or such other experts as the arbitrator may think fit and shall have the discretion to act upon any such assistance, advice or opinions so obtained.

(c) The said arbitrator shall have a complete discretion to award the costs of the arbitration to either or both of the parties in such ratios or amounts as the said arbitrator may in his absolute discretion consider proper and just in the circumstances.

(d) The decision of the arbitrator so appointed shall be final and shall be binding upon the parties to this Agreement without any further right of appeal to any other tribunal or agency.

ARTICLE 3

NOTICES

3.1 All notices hereunder shall be valid and effective if personally delivered to or given by mail by registered letter, postage prepaid (unless at the time or within 48 hours thereof there shall be a general disruption in the postal service, in which case, service shall be by delivery only), addressed:

In the case of Parkland to the attention of the County Commissioner:

4601 - 48 Street
Stony Plain, Alberta
T0E 2G0

In the case of the Minister of Municipal Affairs:

c/o Deputy Minister of Municipal Affairs
9th Floor, Jarvis Building
9925-107 Street
Edmonton, Alberta
T5K 2H9

and if mailed, shall be deemed to have been effectively given five (5) business days after mailing and, if delivered, shall be deemed to have been given on the date on which it was delivered. Any party may change its address for receipt of notice by giving notice of its new address to the other party as herein contemplated.

ARTICLE 4

MISCELLANEOUS

4.1 Parkland shall be entitled to rely upon the approvals, agreements and commitments made by the designated representatives of the Minister of Municipal Affairs and the Minister of Municipal Affairs undertakes to be bound by the approvals and commitments made on his behalf by his respective representative or representatives. For the purposes of this Agreement the designated representatives of the Minister of Municipal Affairs are as follows:

Mr. John McGowan - Executive Director of Municipal Services Branch
Mr. Tom Forgrave - Assistant Deputy Minister of Municipal Administrative Services Division
Mr. Archie Grover - Deputy Minister of Municipal Affairs

4.2 This Agreement shall not be assignable by Parkland or the Minister of Municipal Affairs without the consent in writing of the other.

4.3 The parties hereto shall with reasonable diligence do all things and provide reasonable assurances as may be required to consummate the transactions contemplated herein, and each party hereto shall provide such further documents or instruments required by the other party as may be

reasonably necessary or desirable to effect the purpose of this Agreement and to carry out its provisions.

4.3 This Agreement supersedes all understandings, oral or written, by and between the parties hereto with respect to the subject matter hereof.

IN WITNESS WHEREOF Parkland and the Minister of Municipal Affairs have executed and delivered these presents as of the day and year first above written.

COUNTY OF PARKLAND NO. 31

Per: _____

Per: _____

HER MAJESTY THE QUEEN in the right of the Province of Alberta, as represented by the MINISTER OF MUNICIPAL AFFAIRS

_____

SCHEDULE "A"

ANNEXED LANDS

Commencing at the northeast corner of Township 50, Range 6, West of the 5th Meridian, thence Westerly along the north boundaries of Township 50, Range 6, West of the 5th Meridian, Township 50, Range 7, West of the 5th Meridian, and Township 50, Range 8, West of the 5th Meridian, to the intersection with the right bank of the Pembina River, thence generally southerly along the said right bank to the intersection with the north boundary of section 21 in Township 50, Range 8, West of the 5th Meridian, thence Westerly along the north boundaries of sections 21, 20 and 19 in Township 50, Range 8, West of the 5th Meridian, and sections 24, 23, 22 and in Township 50, Range 9, West of the 5th Meridian, to the intersection with the West boundary of said section 22 in Township 50, Range 9, West of the 5th Meridian, thence southerly along the west boundaries of section 22 and section 15, in Township 50, Range 9, West of the 5th meridian to the intersection with the north boundary of section 9 in Township 50, Range 9, West of the 5th Meridian, thence Westerly along the north boundaries of sections 9, 8 and 7 in Township 50, Range 9, West of the 5th Meridian, and sections 12, 11, 10, 9, 8 and 7 in Township 50, Range 10, West of the 5th Meridian, to the intersection with the West boundary of Township 50, Range 10, West of the 5th Meridian, thence southerly along the West boundaries of Townships 50 and 49, Range 10, West of the 5th meridian, to the southwest corner of said Township 49, Range 10, West of the 5th Meridian, thence easterly along the south boundary of said Township 49, Range 10, West of the 5th Meridian, to the intersection with the northwest corner of section 34 in Township 48, Range 10, West of the 5th Meridian, thence southerly along the West boundaries of sections 34, 27, 22, 15 and 10 in Township 48, Range 10, West of the 5th meridian, to the southwest corner of said section 10 in Township 48, Range 10, West of the 5th Meridian, thence easterly along the south boundary of said section 10 in Township 48, Range 10, West of the 5th Meridian, to the northwest corner of section 2 in Township 48, Range 10, West of the 5th meridian, thence southerly along the West boundaries of section 2 in Township 48, Range 10, West of the 5th Meridian, and sections 35, 26, 23 and 14 in Township 47, Range 10, West of the 5th Meridian, to the southwest corner of said section 14 in Township 47, Range 10, West of the 5th Meridian, thence easterly along the south boundaries of sections 14 and 13 in Township 47, Range 10, West of the 5th Meridian, and sections 18, 17, 16, 15 and 14 in Township 47,Range 9, West of the 5th Meridian, to the intersection with the right bank of the North Saskatchewan River, thence generally northerly and easterly along the said right bank to the intersection with the east boundary of Township 50, Range 6, West of the 5th Meridian, thence northerly along the said east boundary of Township 50, Range 6, West of the 5th Meridian, to the point of commencement.

DATED: December 31, A.D. 1987

BETWEEN:

COUNTY OF PARKLAND NO. 31,
a county incorporated under the
laws of the Province of Alberta,
(hereinafter referred to as "Parkland"),

OF THE FIRST PART

- and -

HER MAJESTY THE QUEEN in the right
of the Province of Alberta, as
represented by the Minister of Municipal
Affairs (hereinafter referred to as "the
Minister of Municipal Affairs"),

OF THE SECOND PART,

==========

DIVISION OF PROPERTY, RIGHTS, ASSETS AND LIABILITIES AGREEMENT

==========

REYNOLDS, MIRTH, RICHARDS & FARMER
BARRISTERS AND SOLICITORS
3200 MANULIFE PLACE
10180 - 101 STREET
EDMONTON, ALBERTA
T5J 3W8

FILE NO: 57,824-005

SERVICING AGREEMENT

MEMORANDUM OF AGREEMENT entered into as of the 31st day of December, A.D. 1987.

BETWEEN:

COUNTY OF PARKLAND NO. 31,
a county incorporated under the laws of the Province of Alberta,
(hereinafter referred to as "Parkland"),

OF THE FIRST PART,

- and -

HER MAJESTY THE QUEEN in the right of the Province of Alberta, as represented by the Minister of Municipal Affairs (hereinafter referred to as "the Minister of Municipal Affairs"),

OF THE SECOND PART,

RECEIVED
JUL 11 1988
COUNTY OF PARKLAND
NO. 31

- and -

HER MAJESTY THE QUEEN in the right of the Province of Alberta, as represented by the Minister of Transportation and Utilities,
(hereinafter referred to as "the Minister of Transportation and Utilities"),

OF THE THIRD PART.

WHEREAS the Lieutenant Governor in Council by Order in Council has constituted Improvement District No. 222 and by a further Order in Council has annexed to the said Improvement District from Parkland those lands which are described on Schedule "A" hereto effective December 31, 1987; and

WHEREAS, subject to the exceptions described in the Improvement District Act, R.S.A. 1980 c.I-1, the Minister of Municipal

Affairs is responsible for the management and the administration of Improvement District No. 222 and the Minister of Transportation and Utilities is responsible for road improvements within the said Improvement District; and

WHEREAS the Minister of Municipal Affairs and the Minister of Transportation and Utilities have requested that Parkland continue to make available and supply certain services to that portion of Parkland which has been annexed to Improvement District No. 222 and Parkland is prepared to continue to make available and to supply those services to the said portion of Parkland annexed to Improvement District No. 222 on the terms and subject to the conditions hereafter set forth;

NOW THEREFORE THIS AGREEMENT WITNESSETH that the parties hereto, in consideration of the mutual covenants and agreements hereinafter set forth, covenant and agree, save as otherwise provided, with each other as follows:

ARTICLE 1

DEFINITIONS

1.1 For the purpose of this Agreement, the following terms shall have the meaning set forth below:

(a) "Annexed Lands" shall mean those lands annexed from Parkland to Improvement District No. 222 and which are described on Schedule "A" to this Agreement;

(b) "Effective Time" shall mean 12:03 a.m., December 31, 1987;

(c) "Supplied Services" shall mean the Supplied Services described on Schedule "B";

(d) "Termination Date" shall mean the date upon which the supply of the Supplied Services is terminated under clause 5.1.

ARTICLE 2

SERVICES SUPPLIED BY PARKLAND

2.1 From the Effective Time, until the Termination Date, Parkland shall make available to and shall supply to the Annexed Lands and the residents of the Annexed Lands the Supplied Services on behalf of the Minister of Transportation and Utilities in the case of roads and the Minister of Municipal Affairs in the case of all other services and the said Ministers do hereby respectively authorize and empower Parkland to supply and provide the Supplied Services to the Annexed Lands on their behalf.

2.2 Except as provided for elsewhere in this Agreement, the Supplied Services shall be supplied by Parkland to the Annexed Lands in the same way in which the Supplied Services would have been supplied by Parkland to the Annexed Lands had the Annexed Lands remained a part of Parkland, and in doing so, Parkland shall consider the requests of each Minister and the duly appointed representative or representatives of each Minister.

2.3 The employees of Parkland shall at all times while the Supplied Services are being provided by Parkland to the Annexed Lands remain subject only to the direction, control and management of Parkland.

ARTICLE 3

COMPENSATION FOR SERVICES SUPPLIED

3.1 Commencing January 1, 1988 and for each calendar month that Parkland provides the Supplied Services to the Annexed Lands, the Minister of Municipal Affairs and the Minister of Transportation and Utilities shall together pay to Parkland the sum of ONE HUNDRED EIGHTY SEVEN THOUSAND TWO HUNDRED FIFTY FIVE ($187,255.00) DOLLARS for the Supplied Services, on the first day of the month following the month in which the Supplied Services are supplied.

3.2 The compensation to be paid to Parkland pursuant to clause 3.1 of this Article for the Supplied Services shall only cover those services which are normal or routine in nature and which are normally budgeted for by Parkland under the designations in Schedule "B" and Parkland (subject only to clause 3.3 of this Article) shall not be obligated to supply or to make available to the Annexed Lands or the residents of the Annexed Lands any other service or level of service or to make any operational or capital expenditure for the benefit of the Annexed Lands which is not normal or routine in nature or which is not budgeted for by Parkland under the designations in Schedule "B".

3.3 Parkland and either Minister may agree:

(a) That Parkland shall provide or shall make available other services or a higher level of a service under this Agreement or that Parkland shall make an operational or capital expenditure not budgeted for by Parkland under the designations in Schedule "B"; and

(b) That the Minister concerned shall pay additional compensation to Parkland in such amount as may be agreed upon between Parkland and the Minister.

3.4 Parkland shall be entitled to rely upon the approvals, agreements and commitments made by the designated representatives of each Minister and each Minister undertakes to be bound by the approvals and commitments made on his behalf by his respective representative or representatives. For the purposes of this Agreement the designated representatives of the Minister of Municipal Affairs are as follows:

Mr. John McGowan - Executive Director of Municipal Services Branch
Mr. Tom Forgrave - Assistant Deputy Minister of Municipal Administrative Services Division
Mr. Archie Grover - Deputy Minister of Municipal Affairs

3.5 The Minister concerned shall obtain, provide and grant to Parkland all approvals, permits, licenses and authorities that may be necessary to enable Parkland to provide the Supplied Services to the Annexed Lands and the residents of the Annexed Lands in the manner provided for in this Agreement.

3.6 Without restricting the generality of clause 3.5 of this Article and clause 2.1 of Article 2, the Minister concerned shall ensure that those members of Parkland's Police Department who are designated by Parkland are given such authority as may be necessary to enable them to administer and to enforce road bans and road limits on the roads within the Annexed Lands to the same extent and with the same limits as would have been the case had the Annexed Lands remained a part of Parkland.

3.7 Notwithstanding the provisions contained in the Municipal Government Act R.S.A. 1980 c.M-21, or in the order in Council annexing the Annexed Lands to Improvement District No. 222, Parkland, until the Termination Date, shall be entitled to retain exclusive possession and control of all municipal property and assets within the Annexed Lands to the extent necessary to enable Parkland to provide the Supplied Services to the Annexed Lands and the residents of the Annexed Lands.

ARTICLE 4

INDEMNITY AND INSURANCE

4.1 The Minister of Transportation and Utilities in the case of roads and the Minister of Municipal Affairs in the case of the Supplied Services other than roads shall indemnify and shall save Parkland harmless from and against all claims, demands, actions and proceedings of every nature or kind whatsoever which may arise as a result of Parkland supplying or undertaking to supply the Supplied Services to the Annexed Lands or the residents of the Annexed Lands and all costs, damages, interest and expenses, including all legal fees on a solicitor and client basis, which

Parkland may incur as a result of any such claim, demand, action or proceeding.

4.2 Parkland shall carry comprehensive liability insurance while providing the Supplied Services to the Annexed Lands to the same standards and with the same limits as Parkland normally carries and the Minister of Municipal Affairs shall pay to Parkland the additional cost incurred by Parkland in obtaining such insurance over and above the cost which would have been otherwise incurred by Parkland for such insurance had Parkland not been providing the Supplied Services to the Annexed Lands.

ARTICLE 5

TERM OF AGREEMENT

5.1 Parkland shall continue to provide and supply the Supplied Services to the Annexed Lands and the residents of the Annexed Lands until the earlier of the following dates:

(a) July 1, 1988; or

(b) The last day of the second month following the month in which either Parkland or the Minister of Municipal Affairs shall serve a notice in writing on the other parties that the Supplied Services will no longer be supplied or will no longer be required, as the case may be.

5.2 Notwithstanding the provisions contained in this Agreement,

Parkland and the Minister of Municipal Affairs may by mutual agreement decide upon a date for termination of the Supplied Services earlier than the date determined pursuant to clause 5.1 of this Article.

ARTICLE 6

ARBITRATION

6.1 Any dispute which arises between the parties concerning any matter in this Agreement shall be referred to arbitration pursuant to the Arbitration Act of Alberta, subject to the following modifications:

(a) There shall be one (1) arbitrator appointed. If the parties are unable to agree upon an arbitrator to be appointed, then either party may, on notice to the other, apply to a Judge of the Court of Queen's Bench of Alberta to appoint an arbitrator.

(b) The arbitrator so appointed shall have the power to obtain the assistance, advice or opinion of any engineers, architects, surveyors, appraisers, valuators or such other experts as the arbitrator may think fit and shall have the discretion to act upon any such assistance, advice or opinions so obtained.

(c) The said arbitrator shall have a complete discretion to award the costs of the arbitration to either or both of the parties in such ratios or amounts as the said arbitrator may in his absolute discretion consider proper and just in the circumstances.

(d) The decision of the arbitrator so appointed shall be final and shall be binding upon the parties to this Agreement without any further right of appeal to any other tribunal or agency.

ARTICLE 7

NOTICES

7.1 All notices hereunder shall be valid and effective if personally delivered to or given by mail by registered letter, postage prepaid (unless at the time or within 48 hours thereof there shall be a general disruption in the postal service, in which case, service shall be by delivery only), addressed:

In the case of Parkland to the attention of the County Commissioner:

4601 - 48 Street
Stony Plain, Alberta
T0E 2G0

In the case of the Minister of Municipal Affairs:

c/o Deputy Minister of Municipal Affairs
9th Floor Jarvis Building
9925-107 Street
Edmonton, Alberta
T5K 2H9

In the case of the Minister of Transportation and Utilities:

c/o Deputy Minister of Transportation and Utilities
Twin Atria Building
2nd Floor - 4999-98 Avenue
Edmonton, Alberta
T6B 2X3

and if mailed, shall be deemed to have been effectively given five (5) business days after mailing and, if delivered, shall be deemed to have been given on the date on which it was delivered. Any party may change

its address for receipt of notice by giving notice of its new address to the other party or parties as herein contemplated.

ARTICLE 8

MISCELLANEOUS

8.1 The Minister of Municipal Affairs shall reimburse Parkland for all legal fees and disbursements incurred by Parkland in an amount not to exceed the sum of TWENTY THOUSAND ($20,000.00) DOLLARS in preparing information for the purposes of this Agreement, the Employee and Tax Arrears Payment Agreement, the Division of Property, Rights, Assets and Liabilities Agreement and the Transitional Grant Agreement and in negotiating and executing the said Agreements and for all other similar costs and expenses incurred by Parkland.

8.2 This Agreement shall not be assignable by Parkland or either Minister without the consent in writing of the other parties.

8.3 The parties hereto shall with reasonable diligence do all things and provide reasonable assurances as may be required to consummate the transactions contemplated herein, and each party hereto shall provide such further documents or instruments required by the other parties as may be reasonably necessary or desirable to effect the purpose of this Agreement and to carry out its provisions whether before or after the Effective Time.

8.4 This Agreement supersedes all understandings, oral or written, by and between any of the parties hereto with respect to the subject matter hereof.

IN WITNESS WHEREOF Parkland and the Minister of Municipal Affairs and the Minister of Transportation and Utilities have executed and delivered these presents as of the day and year first above written.

COUNTY OF PARKLAND NO. 31

Per: _____

Per: _____

HER MAJESTY THE QUEEN in the right of the Province of Alberta, as represented by the MINISTER OF MUNICIPAL AFFAIRS

_____

HER MAJESTY THE QUEEN in the right of the Province of Alberta, as represented by the MINISTER OF TRANSPORTATION AND UTILITIES

_____

SCHEDULE "A"

ANNEXED LANDS

Commencing at the northeast corner of Township 50, Range 6, West of the 5th Meridian, thence Westerly along the north boundaries of Township 50, Range 6, West of the 5th Meridian, Township 50, Range 7, West of the 5th Meridian, and Township 50, Range 8, West of the 5th Meridian, to the intersection with the right bank of the Pembina River, thence generally southerly along the said right bank to the intersection with the north boundary of section 21 in Township 50, Range 8, West of the 5th Meridian, thence Westerly along the north boundaries of sections 21, 20 and 19 in Township 50, Range 8, West of the 5th Meridian, and sections 24, 23, 22 and in Township 50, Range 9, West of the 5th Meridian, to the intersection with the West boundary of said section 22 in Township 50, Range 9, West of the 5th Meridian, thence southerly along the west boundaries of section 22 and section 15, in Township 50, Range 9, West of the 5th meridian to the intersection with the north boundary of section 9 in Township 50, Range 9, West of the 5th Meridian, thence Westerly along the north boundaries of sections 9, 8 and 7 in Township 50, Range 9, West of the 5th Meridian, and sections 12, 11, 10, 9, 8 and 7 in Township 50, Range 10, West of the 5th Meridian, to the intersection with the West boundary of Township 50, Range 10, West of the 5th Meridian, thence southerly along the West boundaries of Townships 50 and 49, Range 10, West of the 5th meridian, to the southwest corner of said Township 49, Range 10, West of the 5th Meridian, thence easterly along the south boundary of said Township 49, Range 10, West of the 5th Meridian, to the intersection with the northwest corner of section 34 in Township 48, Range 10, West of the 5th Meridian, thence southerly along the West boundaries of sections 34, 27, 22, 15 and 10 in Township 48, Range 10, West of the 5th meridian, to the southwest corner of said section 10 in Township 48, Range 10, West of the 5th Meridian, thence easterly along the south boundary of said section 10 in Township 48, Range 10, West of the 5th Meridian, to the northwest corner of section 2 in Township 48, Range 10, West of the 5th meridian, thence southerly along the West boundaries of section 2 in Township 48, Range 10, West of the 5th Meridian, and sections 35, 26, 23 and 14 in Township 47, Range 10, West of the 5th Meridian, to the southwest corner of said section 14 in Township 47, Range 10, West of the 5th Meridian, thence easterly along the south boundaries of sections 14 and 13 in Township 47, Range 10, West of the 5th Meridian, and sections 18, 17, 16, 15 and 14 in Township 47,Range 9, West of the 5th Meridian, to the intersection with the right bank of the North Saskatchewan River, thence generally northerly and easterly along the said right bank to the intersection with the east boundary of Township 50, Range 6, West of the 5th Meridian, thence northerly along the said east boundary of Township 50, Range 6, West of the 5th Meridian, to the point of commencement.

SCHEDULE "B"

SUPPLIED SERVICES FOR ANNEXED LANDS

SERVICE	DESCRIPTION
A. Public Works	
1. Road Maintenance	- blading - sanding - ice removal - culvert thawing - spot gravel repairs - signs - oil surface patching - regular surveillance - road bans
2. Water & Sewer	- routine maintenance - routine monitoring
3. Shop Operations	- equipment repairs - equipment maintenance
4. Management	- provided by Public Works Manager or designates
B. Parks & Recreation	
1. Parks	- refuse removal - grounds maintenance - facilities maintenance
2. Municipal Reserves	- review & make recommendations on lease applications - grounds maintenance as required - review use requests
3. Community Hall Operational Grants	- review and recommend grant applications
4. Community Development	- provide consulting services to community organizations - dispense information - assist in establishing group programs - assist in project development

SERVICE	DESCRIPTION
5. Programs	- swim lessons - if required - summer programs - if required - teen leadership courses - if required - adult & children's programs - if required - workshops - if required
6. Playschools	- consulting services
7. Parks & Recreation Board	- establish and direct delivery of recreation programs
C. Agricultural Service Board	- roadside spraying - roadside mowing - roadside seeding - beaver control - demonstrations - roadside cleanup - administration and supervision - public information services - cemetery maintenance
D. Fire Protection Services	- hall and equipment maintenance in Lodgepole - Fire Guardian costs - fire permits - fire investigations - storage & equipment maintenance in Drayton Valley
E. Planning & Development	
1. Building Permits	- review plans - issue permits - inspect buildings - provide advice
2. Municipal Planning Commission	- two County employees on I.D. 222 MPC - technical advice - field inspections

SERVICE	DESCRIPTION
3. Development Appeal Board	- County DAB to act for I.D. 222 for the month of January, 1988 - secretarial support - technical advice
4. Subdivision	- provide advice to Subdivision Approving Authority - interpret Land Use By-law - attend meetings
5. Development Control	- receive complaints - provide background - refer to appropriate authority - provide technical support
6. Planning - General	- provide assistance to planning authorities

F. Police Protection

1. Investigations	- non-criminal complaints - motor vehicle accidents
2. Enforcement	- By-laws - provincial statutes
3. Permits	- fire - overload - building moves - assembly
4. Disaster Services	- provide response unit
5. Animal Control	- investigate complaints - impound animals - operate pound services
6. Crime Prevention and Community Relations	- junior traffic safety officer club - school liaison program - program vacation checks

SERVICE	DESCRIPTION
G. Engineering	
1. Transportation	- inspect roads & drainage facilities and recommend improvements to same - perform tests to determine road weight restrictions - review and decide on requests for private works affecting municipal roadways
2. Utilities (County)	- routine inspections - recommend maintenance - perform periodic operations - maintain records - process and approve applications for service
3. Utilities (third party)	- process and approve applications for service - prepare agreements for utility installations
4. Development	- provide technical input - assist in implementation of decisions

DATED: December 31, A.D. 1987

BETWEEN:

COUNTY OF PARKLAND NO. 31,
a county incorporated under the
laws of the Province of Alberta,
(hereinafter referred to as "Parkland"),

OF THE FIRST PART

- and -

HER MAJESTY THE QUEEN in the right
of the Province of Alberta, as
represented by the Minister of Municipal
Affairs (hereinafter referred to as "the
Minister of Municipal Affairs"),

OF THE SECOND PART,

- and -

HER MAJESTY THE QUEEN in the right
of the Province of Alberta, as
represented by the Minister of
Transporation and Utilities,
(hereinafter referred to as "the
Minister of Transportation and Utilities"),

OF THE THIRD PART.

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SERVICING AGREEMENT

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REYNOLDS, MIRTH, RICHARDS & FARMER
BARRISTERS AND SOLICITORS
3200 MANULIFE PLACE
10180 - 101 STREET
EDMONTON, ALBERTA
T5J 3W8

FILE NO: 57,824-005

EMPLOYEE AND TAX ARREARS PAYMENT AGREEMENT

MEMORANDUM OF AGREEMENT entered into as of the 31st day of December, A.D. 1987.

BETWEEN:

COUNTY OF PARKLAND NO. 31,
a county incorporated under the laws of the Province of Alberta,
(hereinafter referred to as "Parkland"),

OF THE FIRST PART,

- and -

HER MAJESTY THE QUEEN in the right of the Province of Alberta, as represented by the Minister of Municipal Affairs (hereinafter referred to as "the Minister of Municipal Affairs"),

OF THE SECOND PART,

RECEIVED
JUL 11 1988
COUNTY OF PARKLAND
No. 31

WHEREAS the Lieutenant Governor in Council by Order in Council has constituted Improvement District No. 222 and by a further Order in Council has annexed to the said Improvement District from Parkland those lands which are described on Schedule "A" hereto (hereinafter referred to as "the Annexed Lands") effective December 31, 1987; and

WHEREAS, subject to the exceptions described in the Improvement District Act, R.S.A. 1980 c.I-1, the Minister of Municipal Affairs is responsible for the management and the administration of Improvement District No. 222; and

WHEREAS the Minister of Municipal Affairs, Her Majesty the Queen in Right of the Province of Alberta as represented by the Minister of Transportation and Utilities and Parkland have entered into an

Agreement as of the 31st day of December, A.D. 1987 (hereinafter referred to as "the Servicing Agreement") under which Parkland has agreed to continue to make available and supply certain services to the Annexed Lands; and

WHEREAS the Minister of Municipal Affairs and Parkland now wish to provide for the orderly transfer and the continued employment of certain employees of Parkland who have been providing or will be providing services to the Annexed Lands and for the payment by the Minister of Municipal Affairs to Parkland of amounts owing to Parkland for taxes, fees and utility rates and charges from the Annexed Lands, all on the terms and subject to the conditions hereinafter set forth;

NOW THEREFORE THIS AGREEMENT WITNESSETH that the parties hereto, in consideration of the mutual covenants and agreements hereinafter set forth, covenant and agree, save as otherwise provided, with each other as follows:

ARTICLE 1

PARKLAND EMPLOYEES

1.1 The Minister of Municipal Affairs acknowledges and agrees that Parkland, in providing services to the Annexed Lands and the residents of the Annexed Lands, has used, along with other employees of Parkland, and will continue to use, those employees of Parkland listed on Schedule "B", who presently hold the positions with Parkland described on Schedule "B".

1.2 The Minister of Municipal Affairs shall:

(a) Use his reasonable best efforts to cause the Act or Order in Council, as the case may be, which incorporates all or any portion of the Annexed Lands into a municipal district or any other form of municipal authority to provide that all of the employees of Parkland listed in Schedule "B", who occupy the positions described on Schedule "B" on Termination Date of the Servicing Agreement, each shall continue as an employee of the said municipal district or other municipal authority with similar positions and equivalent salary; or

(b) In the event that the Act or Order in Council, as the case may be, incorporating all or a portion of the Annexed Lands into a municipal district or other form of municipal authority, does not provide for the employment, on or before July 1, 1988, of all of the employees of Parkland described in Schedule "B" under subclause 1.2(a) of this clause, the Minister shall, on or before the Termination Date of the Servicing Agreement, offer each employee of Parkland, who on the date the said offer is made, occupies each of the said positions listed on Schedule "B", employment with Improvement District No. 222, with similar positions and equivalent salary, as each employee is employed by Parkland on the Termination Date; or

(c) In the event that one or more of the employees of Parkland shall refuse the offer of employment by the Minister as provided for

in subclause 1.2(b), the Minister shall indemnify and shall save Parkland harmless from all costs, damages, losses and expenses incurred by Parkland arising out of the termination or relocation of any employee of Parkland due to the refusal of one or more of the said employees of Parkland to accept such employment as offered by the Minister, such indemnity to include all legal fees and disbursements on a solicitor and client basis. Parkland shall consult with the Minister or his designated representative before entering into any settlement arrangement with any employee.

ARTICLE 2

TAXES, MOBILE UNIT LICENSE FEES AND UTILITY RATES

2.1 On or before March 31, 1988, the Minister of Municipal Affairs on behalf of Improvement District No. 222 shall pay to Parkland all property taxes, mobile unit license fees, utility rates and other fees and charges which are owing to Parkland at December 31, 1987 in respect of lands, properties, mobile units and utility services within the Annexed Lands together with any lawful penalties and costs levied thereon in respect of any such property taxes, mobile units, license fees, utility rates and other fees and charges which on December 31, 1987 amounted to TWO HUNDRED SEVEN THOUSAND FOUR HUNDRED FIFTY THREE DOLLARS AND SIXTY SIX ($207,453.66) CENTS less any portion of the said amount collected by Parkland subsequent to December 31, 1987.

ARTICLE 3

ARBITRATION

3.1 Any dispute which arises between the parties concerning any matter in this Agreement shall be referred to arbitration pursuant to the Arbitration Act of Alberta, subject to the following modifications:

(a) There shall be one (1) arbitrator appointed. If the parties are unable to agree upon an arbitrator to be appointed, then either party may, on notice to the other, apply to a Judge of the Court of Queen's Bench of Alberta to appoint an arbitrator.

(b) The arbitrator so appointed shall have the power to obtain the assistance, advice or opinion of any engineers, architects, surveyors, appraisers, valuators or such other experts as the arbitrator may think fit and shall have the discretion to act upon any such assistance, advice or opinions so obtained.

(c) The said arbitrator shall have a complete discretion to award the costs of the arbitration to either or both of the parties in such ratios or amounts as the said arbitrator may in his absolute discretion consider proper and just in the circumstances.

(d) The decision of the arbitrator so appointed shall be final and shall be binding upon the parties to this Agreement without any further right of appeal to any other tribunal or agency.

ARTICLE 4

NOTICES

4.1 All notices hereunder shall be valid and effective if personally delivered to or given by mail by registered letter, postage prepaid (unless at the time or within 48 hours thereof there shall be a general disruption in the postal service, in which case, service shall be by delivery only), addressed:

In the case of Parkland to the attention of the County Commissioner:

4601 - 48 Street
Stony Plain, Alberta
T0E 2G0

In the case of the Minister of Municipal Affairs:

c/o Deputy Minister of Municipal Affairs
9th Floor Jarvis Building
9925 - 107 Street
Edmonton, Alberta
T5K 2H9

and if mailed, shall be deemed to have been effectively given five (5) business days after mailing and, if delivered, shall be deemed to have been given on the date on which it was delivered. Any party may change its address for receipt of notice by giving notice of its new address to the other party or parties as herein contemplated.

ARTICLE 5

MISCELLANEOUS

5.1 Parkland shall be entitled to rely upon the approvals, agreements and commitments made by the designated representatives of the Minister of Municipal Affairs and the Minister of Municipal Affairs undertakes to be bound by the approvals and commitments made on his behalf by his respective representative or representatives. For the purposes of this Agreement the designated representatives of the Minister of Municipal Affairs are as follows:

Mr. John McGowan - Executive Director of Municipal Services Branch
Mr. Tom Forgrave - Assistant Deputy Minister of Municipal Administrative Services Division
Mr. Archie Grover - Deputy Minister of Municipal Affairs

5.2 This Agreement shall not be assignable by Parkland or either Minister without the consent in writing of the other parties.

5.3 The parties hereto shall with reasonable diligence do all things and provide reasonable assurances as may be required to consummate the transactions contemplated herein, and each party hereto shall provide such further documents or instruments required by the other parties as may be reasonably necessary or desirable to effect the purpose of this Agreement and to carry out its provisions whether before or after the Effective Time.

5.4 This Agreement supersedes all understandings, oral or written, by and between any of the parties hereto with respect to the subject matter hereof.

IN WITNESS WHEREOF Parkland and the Minister of Municipal Affairs have executed and delivered these presents as of the day and year first above written.

COUNTY OF PARKLAND NO. 31

Per: _____

Per: _____

HER MAJESTY THE QUEEN in the right of the Province of Alberta, as represented by the MINISTER OF MUNICIPAL AFFAIRS

_____

SCHEDULE "A"

ANNEXED LANDS

Commencing at the northeast corner of Township 50, Range 6, West of the 5th Meridian, thence Westerly along the north boundaries of Township 50, Range 6, West of the 5th Meridian, Township 50, Range 7, West of the 5th Meridian, and Township 50, Range 8, West of the 5th Meridian, to the intersection with the right bank of the Pembina River, thence generally southerly along the said right bank to the intersection with the north boundary of section 21 in Township 50, Range 8, West of the 5th Meridian, thence Westerly along the north boundaries of sections 21, 20 and 19 in Township 50, Range 8, West of the 5th Meridian, and sections 24, 23, 22 and in Township 50, Range 9, West of the 5th Meridian, to the intersection with the West boundary of said section 22 in Township 50, Range 9, West of the 5th Meridian, thence southerly along the west boundaries of section 22 and section 15, in Township 50, Range 9, West of the 5th meridian to the intersection with the north boundary of section 9 in Township 50, Range 9, West of the 5th Meridian, thence Westerly along the north boundaries of sections 9, 8 and 7 in Township 50, Range 9, West of the 5th Meridian, and sections 12, 11, 10, 9, 8 and 7 in Township 50, Range 10, West of the 5th Meridian, to the intersection with the West boundary of Township 50, Range 10, West of the 5th Meridian, thence southerly along the West boundaries of Townships 50 and 49, Range 10, West of the 5th meridian, to the southwest corner of said Township 49, Range 10, West of the 5th Meridian, thence easterly along the south boundary of said Township 49, Range 10, West of the 5th Meridian, to the intersection with the northwest corner of section 34 in Township 48, Range 10, West of the 5th Meridian, thence southerly along the West boundaries of sections 34, 27, 22, 15 and 10 in Township 48, Range 10, West of the 5th meridian, to the southwest corner of said section 10 in Township 48, Range 10, West of the 5th Meridian, thence easterly along the south boundary of said section 10 in Township 48, Range 10, West of the 5th Meridian, to the northwest corner of section 2 in Township 48, Range 10, West of the 5th meridian, thence southerly along the West boundaries of section 2 in Township 48, Range 10, West of the 5th Meridian, and sections 35, 26, 23 and 14 in Township 47, Range 10, West of the 5th Meridian, to the southwest corner of said section 14 in Township 47, Range 10, West of the 5th Meridian, thence easterly along the south boundaries of sections 14 and 13 in Township 47, Range 10, West of the 5th Meridian, and sections 18, 17, 16, 15 and 14 in Township 47,Range 9, West of the 5th Meridian, to the intersection with the right bank of the North Saskatchewan River, thence generally northerly and easterly along the said right bank to the intersection with the east boundary of Township 50, Range 6, West of the 5th Meridian, thence northerly along the said east boundary of Township 50, Range 6, West of the 5th Meridian, to the point of commencement.

SCHEDULE "B"

	POSITION	INCUMBENT
	PERMANENT	
1.	Office Manager	L. Kjorlien
2.	Secretary/Clerk	S. Barager
3.	Office Caretaker	E. Smith
4.	Caretaker-Shop	E. Anderson
5.	Agriculture Fieldman	R. Woloshyn
6.	West Area Supervisor	E. Haykowski
7.	Police Secretary	A. Schmidt
8.	Area Foreman	J. Mikulin
9.	Sub Foreman	E. Bacon
10.	Construction Foreman	A. Buckler
11.	Gravel Foreman	K. James
12.	Foreman	L. Fagervold
13.	Mechanic	W. Dunnington
14.	Mechanic	F. Newberry
15.	Welder	D. Rhine
16.	Shop Help	D. Schenk
17.	Shop Office Clerk	D. Bartley
18.	Truck Driver	K. Olson
19.	Truck Driver	L. Kratchmer
20.	Grader Operator	H. Smithinsky
21.	Grader Operator	K. Gladstone
22.	Grader Operator	C. Kelly
23.	Grader Operator	R. Doucette
24.	Gradall Operator	L. Woloszyn
25.	Backhoe/Bobcat Operator	T. Fleming
26.	Loader Operator	W. Tucker
27.	Labourer	D. Still
	SEASONAL	
1.	Const. Equipment Operator	D. Bailey
2.	Const. Equipment Operator	M. Spring
3.	Const. Equipment Operator	K. Vanderleest
4.	Const. Equipment Operator	R. Woloszyn
5.	Labourer	L. Legas
6.	Const. Foreman Helper	B. Webster
7.	Const. Equipment Operator	A. Woloszyn

DATED: December 31, A.D. 1987

BETWEEN:

COUNTY OF PARKLAND NO. 31,
a county incorporated under the
laws of the Province of Alberta,
(hereinafter referred to as "Parkland"),

OF THE FIRST PART,

- and -

HER MAJESTY THE QUEEN in the right
of the Province of Alberta, as
represented by the Minister of Municipal
Affairs (hereinafter referred to as "the
Minister of Municipal Affairs"),

OF THE SECOND PART.

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EMPLOYEE AND TAX ARREARS PAYMENT AGREEMENT

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REYNOLDS, MIRTH, RICHARDS & FARMER
BARRISTERS AND SOLICITORS
3200 MANULIFE PLACE
10180 - 101 STREET
EDMONTON, ALBERTA
T5J 3W8

FILE NO: 57,824-005