

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**The Town of Beaumont (The "Town")**

**AND**

**Leduc County (The "County")**

This MEMORANDUM OF UNDERSTANDING is hereby made and entered into between the Town of Beaumont, hereinafter referred to as the "Town" and Leduc County, hereinafter referred to as the "County".

**A. PURPOSE:**

The purpose of this Memorandum of Understanding (MOU) is to establish a framework of cooperation between the Town and the County to complete upgrades and maintenance to the LeBlanc Canal Drainage Basin. It will also establish clear guidelines as to how both municipalities will work together regarding future development. Upgrades and maintenance required to the LeBlanc Canal would be identified and a cost sharing formula would be established between the Town and County.

**B. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:**

The upgraded canal, along with the establishment of governing principals will ease the uncertainty for future development and assist in mitigating future drainage issues for both the Town and the County. It will help to set clear requirements for future developments within the Town and County and guide work that will need to be undertaken both jointly and independently in respect to storm water infrastructure.

**C. THE TOWN SHALL:**

1. Provide staff time for the coordination of work during upgrades and maintenance of the canal;
2. Contribute financially to the initial upgrade and maintenance of the canal at a 50/50 cost sharing ratio for the area depicted in Schedule 'A'-Area of Work;
3. Ensure all future Town development meets all storm water requirements as per Alberta Environment's "Standards and Guidelines for Municipal Waterworks, Wastewater and Storm Water Drainage Systems", the Town of Beaumont's Engineering General Design Standards , the recommendations for post development storm water release rates outlined in the GPEC "Intermunicipal Drainage Study, LeBlanc Canal, Leduc County – Town of Beaumont, August 2001" , sound engineering practices and the terms of this MOU;
4. The Town of Beaumont will work to enhance their development agreement to include the requirement for the developer to provide an erosion and sedimentation control plan in accordance with the City of Edmonton's "Erosion and Sedimentation Control Guidelines" where the development is adjacent to or directly discharges into the canal. The erosion and

sedimentation control plan will be established and be enforceable under the development agreement by the Town of Beaumont. Any remedial work required as a result of the ineffectiveness of the erosion and sedimentation control plan or non-adherence to the erosion and sedimentation control plan will be dealt with through funds from the developer, by the Town of Beaumont under the terms and conditions of the development agreement;

5. Ensure that existing Storm Water Management Facilities that do not meet the recommendations for post development storm water release rates outlined in the GPEC "Intermunicipal Drainage Study, LeBlanc Canal, Leduc County – Town of Beaumont, August 2001" are given future considerations for either future upgrades in overall capacity, the addition of outlet control structures and/or operational procedures;
6. Continue to maintain the pathways and associated structures (signage, waste receptacles, benches, and foot bridges,) as per the 2006 Memorandum of Agreement – Pathways, LeBlanc Canal that are currently within the LeBlanc Canal Right of Way.

**D. THE COUNTY SHALL:**

1. Manage and provide staff time for the project management and coordination of work during upgrades and maintenance to the LeBlanc Canal;
2. Contribute financially to the initial upgrade and maintenance of the canal at a 50/50 cost sharing ratio for the area depicted in Schedule 'A'-Area of Work;
3. Ensure all future County development meets all storm water requirements as it relates to the Leduc County's "Design Guidelines and Construction Standards for Developments", LeBlanc Canal capacities, the recommendations for post development storm water release rates outlined in the GPEC "Intermunicipal Drainage Study, LeBlanc Canal, Leduc County – Town of Beaumont, August 2001", sound engineering practices and the terms of this MOU;
4. Uphold the conditions contained within the Memorandum of Agreement –Pathways, LeBlanc Canal. All current and future structures that have, or will be installed within the ROW are or will be in accordance with the previously signed agreement.

**E. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:**

1. The LeBlanc Canal is a shared responsibility and both acknowledge that each municipality has an impact on the LeBlanc Canal. Therefore both municipalities have a joint responsibility to ensure that their activities do not negatively impact the other municipality, their respective ratepayers or general public. It is further acknowledged and accepted that the LeBlanc Canal has been constructed to facilitate "Agricultural Flows" and it can be expected that the Canal may overflow its banks. Neither municipality shall be responsible for damages to property, residential or other facilities that have been constructed within the drainage basin of the LeBlanc Canal;
2. Utilize a cost sharing formula of 50/50 for the immediate remedial work required, depicted in Schedule 'A'-Area of Work, and negotiate an agreeable cost sharing formula for future maintenance projects and/or upgrades
3. Both municipalities will commit to immediate work for 2012. Each municipality will contribute up to \$100,000 for the 2012 upgrades and maintenance. Any work required in excess of these amounts will be deferred to future years and or negotiated prior to proceeding with the

additional work. In future years, each municipality will ensure a minimum \$50,000 reserve is in place for scheduled maintenance as required;

4. The short term goal (1-2) years is to upgrade the LeBlanc Canal to improve overall drainage characteristics to ensure current development can proceed;
5. Ensure all future development meets all storm water requirements as per Alberta Environment's "Standards and Guidelines for Municipal Waterworks, Wastewater and Storm Water Drainage Systems", the recommendations for post development storm water release rates outlined in the GPEC "Intermunicipal Drainage Study, LeBlanc Canal, Leduc County – Town of Beaumont, August 2001" and sound engineering practices;
6. Leduc County and the Town of Beaumont both agree that flow rates within the LeBlanc Canal entering and exiting the Town of Beaumont municipal boundary and Leduc County municipal boundary shall not exceed the flow rates outlined in the recommendations for post development storm water release rates outlined in the GPEC "Intermunicipal Drainage Study, LeBlanc Canal, Leduc County – Town of Beaumont, August 2001" (1.8l/s/ha). Any flow control structures, culverts, bridges, or ditch elevations entering and exiting the Town of Beaumont and Leduc County municipal boundaries must be maintained at the existing elevations and grades. Any changes to the flow rates, elevations or the grades of any flow control structures, culverts, bridges, or ditch elevations entering and exiting the Town of Beaumont municipal boundary require mutual agreement in writing and may require third party engineering analysis of the proposed changes in order to clearly establish the impact if any changes are requested;
7. Leduc County and the Town of Beaumont shall defend, indemnify and save harmless one another, its employees or agents against and from all expenses which may result, be attributable to or be caused by the portion of the LeBlanc Canal and right-of-way within the Town of Beaumont municipal boundary;
8. Leduc County and the Town of Beaumont shall defend, indemnify and save harmless one another, its employees or agents against and from all expenses which may result, be attributable to or be caused by a third party using or from use of the LeBlanc Canal and right-of-way within the Town of Beaumont municipal boundary;
9. A mandatory review will be scheduled every two years from the date of this agreement. Each municipality will have the opportunity to discuss future projects, upcoming work planned, and potential changes required to this MOU;
10. Any proposed changes to The Memorandum of Understanding will be submitted in writing for consideration and negotiation. Both parties will agree by mutual consent to the proposed changes;
11. Both parties will work together with relevant stakeholders to find a mutually agreed upon solution, to any relevant concerns brought forward;
12. Both parties will maintain open and collaborative communications to ensure continued cooperation and a proactive approach to future concerns relating to the LeBlanc Canal;
13. Both parties will collaborate on public statements relating to work within the LeBlanc Canal;
14. Leduc County and the Town of Beaumont both agree that no operational, maintenance, construction, reconstruction or rehabilitation activities shall be carried out to the LeBlanc Canal and right-of-way within the Town of Beaumont unless prior written notice is given;
15. Both parties will ensure a proper referral process is in place for future work/projects/maintenance and developments that border, influence or may affect the LeBlanc Canal.
16. In the event of a dispute controversy or claim arising out of or relating to this Memorandum of Understanding, or the breach, termination or invalidity thereof (a "dispute"), the Parties will use their best efforts to settle promptly such dispute through direct negotiation. Any dispute that is

not settled within sixty (60) days from the date either Party has notified the other Party of the nature of the dispute and of the measures that should be taken to rectify it will be resolved through consultation between each party's Chief Administrative Officer (CAO). Each Party will give full and sympathetic consideration to any proposal advanced by the other to settle amicably any matter for which no provision has been made or any controversy as to the interpretation of application of this MOU. If at this time no agreement has been reached, then both parties will enter into a mediation process.

#### **F. NON-FUND OBLIGATING DOCUMENT**

This instrument is neither a fiscal nor a funds obligation document. Any endeavor or transfer of anything of value involving reimbursement or contribution of funds between the parties to this instrument will be handled in accordance with applicable laws, regulations, and procedures. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the parties and shall be independently authorized by appropriate statutory authority. This instrument does not provide such authority.

#### **G. COMMENCEMENT/EXPIRATION DATE**

This Memorandum of Understanding is executed as of the date of last signature and is effective for a minimum of two years or until a long term storm management strategy is agreed upon by both parties. The Memorandum of Understanding may be terminated by way of mutual agreement, and if terminated, steps shall be taken to ensure that the termination does not affect any prior obligation, project or activity already in progress.

#### **H. PRINCIPAL CONTACTS**

Town of Beaumont  
Marc Landry, Chief Administrative Officer  
5600-49<sup>th</sup> Street  
Beaumont, AB T4X 1A1

Leduc County  
Brian Bowles, Chief Administrative Officer  
Suite 101, 1101-5<sup>th</sup> Street  
Nisku, AB T9E 2X3

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the last written date of the following page.

**TOWN OF BEAUMONT**

Per *Marc Laundry*  
(signature)

Name *Marc Laundry*  
(please print)

Title *Chief Administrative Officer*  
(please print)

Date *May 4, 2012*  
(please print)

**LEDUC COUNTY**

Per *Brian Bowles*  
(signature)

Name *BRIAN BOWLES*  
(please print)

Title *COUNTY MANAGER*  
(please print)

Date *May 2/12*  
(please print)