

THIS AGREEMENT entered into as of the 14 day of October, 2025.

BETWEEN:

CLEARWATER COUNTY

a municipal corporation governed by the *Municipal Government Act*,
R.S.A. 2000, c. M-26,
(the "County")

-and-

TOWN OF ROCKY MOUNTAIN HOUSE

a municipal corporation governed by the *Municipal Government Act*,
R.S.A. 2000, c. M-26,
(the "Town")

COMMUNITY SUPPORT SERVICE AGREEMENT

WHEREAS Section 3 of the Municipal Government Act, R.S.A. 2000, c. M-26, provides that the purposes of a municipality includes the provision of services that, in the opinion of council, are necessary or desirable for all or a part of the municipality;

AND WHEREAS the Town and County have numerous agreements on shared services and other cost sharing initiatives identified within the Intermunicipal Collaboration Framework;

AND WHEREAS it is recognized that property tax exempt services are located in the Town that provides regional services that require all Town services and are utilized by citizens throughout the region;

AND WHEREAS it is recognized that property exempt services are located in the County that provides regional services that require County services and are utilized by citizens throughout the region;

AND WHEREAS the Town and County desire to share the property tax exempt burden among the ratepayers of both municipalities and advance regional cooperation;

AND WHEREAS the County has chosen to recognize the facilities that are tax exempt which house the services within the Town and County;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and agreements contained herein, the parties hereto covenant and agree each with the other as follows:

DEFINITIONS

1. For the purposes of this Agreement, the following terms shall have the meaning set out below:
 - a. "Chief Administrative Officer" or "CAO" means the individual appointed by a Municipality as the chief administrative officer under section 206 of the *Municipal Government Act*, R.S.A. 2000, c. M-26 or his or her designate;

- b. **"Confidential Information"** means personal information defined in the *Freedom of Information and Protection of Privacy Act*, R.S.A. 2000 c. F- 25, and such other information as may be provided by one Municipality to one or more of the other Municipalities under an express obligation of confidentiality;
- c. **"Committee"** means the Intermunicipal Collaboration Committee as defined in the Intermunicipal Collaboration Framework Agreement;
- d. **"Council"** means the municipal council for each Municipality;
- e. **"County"** means Clearwater County;
- f. **"Effective Date"** means the date on which the Term of this Agreement starts;
- g. **"Municipal Government Act"** means the *Municipal Government Act*, R.S.A. 2000, c. M-26, and its regulations;
- h. **"Municipality"** means one of the Parties to this Agreement;
- i. **"Party"** means one of the Municipalities;
- j. **"Service Property"** means a property that is fully or partially exempt from municipal property tax under the Municipal Government Act or the Community Organization Property Tax Exemption Regulation that provides a service that a citizen can access as shown in Schedule A.
- k. **"Town"** means the Town of Rocky Mountain House.

TERMS

- 2. The Effective Date of this Agreement is January 1, 2026.
- 3. Commencing as of the Effective Date and continuing thereafter for so long as this Agreement shall remain in effect, the County shall annually transfer funds (the "Payment") to the Town prior to December 1 each year. The Payment has been calculated as follows:
 - a. The population of each Municipality or First Nation reserve defined in the geographical area shown in Schedule B has been established by the 2021 Statistics Canada census, a calculation of 2.0 persons per residence in the defined area of the Municipality has been used;
 - b. The property tax for the Service Properties as defined in Schedule A have been calculated with the 2024 assessment and each municipality's 2025 mill rate. Any grants in lieu of property tax received from the Provincial or Federal Governments have been deducted from the applicable property tax calculation.
 - c. The percentage of County population of the entire population in the defined area in Schedule B has been established as 35% and shall be used for the Payment calculation.
 - d. The Payment from the County to the Town is the total 2025 Service Property tax amount

within the Town (\$2,441,259.27), minus the County's 2025 Service Property tax amount (\$1,222,476.82) times the County population percentage (35%).

2025 Town Service Property Tax – 2025 County Service Property Tax x County 35% = Payment

\$2,441,259.27 - \$1,222,476.82 x 35% + \$426,573.86 for the term of this agreement.

4. The Payments are provided by the County to the Town on the understanding they may be used for infrastructure repair, maintenance or construction that both the Town and County residents use or benefit from.
5. The term of this Agreement shall be for three (3) years commencing on the Effective date and terminates on December 31, 2028. No extension of the Agreement is valid unless expressed in writing and executed by each Municipality.

INTERMUNICIPAL COLLABORATION COMMITTEE

6. The Committee shall review this Agreement as needed and provide any recommendations to each Council for alterations, changes or amendments.
7. The Committee shall at a minimum review:
 - a. Any major increase or reduction in Service properties;
 - b. Any legislative or regulatory changes that negatively affect the assessments of or the grant in lieu of property taxes and recommend an adjustment to the Payment; and
 - c. Review this agreement and make recommendations to each Council for renewal prior to December 31, 2028.

FORCE MAJEURE

8. A Party shall not be considered in breach of this Agreement or under any liability to the other Party for non-performance, part performance, defective performance or delay in the performance of its obligations under this Agreement, as a result of an event of Force Majeure, which means an event which is directly or indirectly caused by or is a result of any circumstance beyond the Party's reasonable control, including but not limited to:
 - a. acts of God,
 - b. outbreak of hostilities, riots, civil disturbance, acts of terrorism,
 - c. acts of a government or other authority (that is not caused by an error, omission or breach of law of the Party) and which are resisted by the Party using lawful and reasonable means,
 - d. pandemic or unusual disease outbreak,

but in no event shall a lack of funds be an event of Force Majeure for a Party.

DISPUTE RESOLUTION

9. The Dispute Resolution Process established in the Intermunicipal Collaboration Framework shall guide the Municipalities in all dispute resolution matters.
10. Unless specifically described herein to the contrary, the following provisions shall apply to the resolution of conflicts between the Parties as they arise:
 - a. The Municipalities agree to utilize all reasonable efforts to resolve any dispute, whether arising during the Term or at any time after its expiration promptly and in an amiable manner by direct negotiations between the Parties.
 - b. The Municipalities shall continue to perform their respective obligations during the resolution of any dispute or disagreement, including during any period of mediation and arbitration, unless and until this Agreement is lawfully terminated according to its terms.
 - c. Initially, the dispute shall be referred to the respective CAOs of the Municipalities. The CAOs shall meet as soon as is reasonably possible after the dispute is referred to them, giving due regard to the nature and the impact of the issue under consideration.
 - d. If a dispute cannot be resolved by the Municipalities by mutual agreement within a time period that is reasonably satisfactory to the Party raising the issue under consideration, any Party may submit the dispute for mediation. Any Party may, on notice to the other parties, request that mediation take place and the parties shall select a mediator whose qualifications are appropriate to the matter to be mediated. The mediator shall designate a place for a meeting of the mediator with representatives of the Parties. During the mediation process, no action will be taken by either Party to commence or continue arbitration proceedings under this Agreement. The cost of the mediator will be equally shared by the Parties, unless otherwise agreed to. Any mediation which takes place will be strictly confidential. No proposal or concession made by any Party in the course of mediation may be used by the Parties in any subsequent proceedings. The mediator may not be called by any Party as a witness in any subsequent proceedings.
 - e. Should mediation fail to result in a resolution of the dispute within ninety (90) days after the Parties initially attempted to mediate the dispute, any Party may submit the dispute for arbitration as provided for below. The determination arising out of the arbitration process shall be final and binding upon the Parties.
 - f. Arbitration shall be conducted in accordance with the following process:
 - i. The arbitration shall be carried out by a single arbitrator;
 - ii. If the Parties cannot agree on a mutually acceptable arbitrator, each Municipality shall produce a list of three (3) candidate arbitrators. In the event there is agreement on an arbitrator from the candidate list, arbitration will proceed using that arbitrator. If an arbitrator cannot be agreed upon or is not found, the Municipalities shall request the Alternative Dispute Resolution Institute of Alberta to make the selection of an appropriate arbitrator, and the Municipalities shall be bound by such selection;

- iii. The proceedings before the arbitrator shall be in writing only consisting of relevant documents and written submissions. The arbitrator shall not issue written reasons. The arbitrator's decision shall be final and binding.
- iv. The arbitrator shall determine which Municipality shall bear the costs of the arbitration; and
- v. Except as modified herein, the provisions of the *Arbitration Act*, R.S.A. 2000, c. A-43 shall govern the arbitration process.

NOTICES

11. All notices sent pursuant to the terms of this Agreement shall be served by one of the following means:

- a. personally, by delivering it to the parties on whom it is to be served at the address set out herein, provided that such delivery shall be made during normal business hours (8:30 a.m. - 4:30 p.m. on a normal business day excluding weekends and statutory holidays). Personally delivered notice shall be deemed received when actually delivered as set out above;
- b. by fax, e-mail or by any other like electronic method by which a written message may be sent, directed to the parties upon whom it is to be served at that address set out herein. Notice so served shall be deemed received on the earlier of:
 - i. upon transmission with answer back confirmation if received within the normal hours of the business day; or
 - ii. at the commencement of the next ensuing business day following transmission with answer back confirmation thereof if not received within the normal hours of the business day; or
- c. by single registered mail in a prepaid envelope. Notice shall be deemed received five (5) days after mailing. In the event of postal interruption, no notice sent by means of the postal system during or within seven (7) days prior to the commencement of such postal interruption or seven (7) days after the cessation of the postal interruption shall be deemed to have been received unless actually received.

12. Notices shall be sent to the following addresses:

a. To the County:

Clearwater County
 P.O. Box 550
 4340-47 Avenue
 Rocky Mountain House, AB
 T4T 1A4
 Fax No.: (403) 845-7330
 E-Mail: admin@clearwatercounty.ca
Attention: Chief Administrative Officer

b. To the Town:

Town of Rocky Mountain House
P.O. Box 1509
Rocky Mountain House, AB
T4T 1B2
Fax No.: (403) 845-3230
E-Mail: town@rockymtnhouse.com
Attention: Chief Administrative Officer

GENERAL

13. The headings in this Agreement have been inserted for reference and as a matter of convenience only and in no way define, limit or enlarge the scope or meaning of this Agreement nor any provision hereof.
14. Wherever the singular, plural, masculine, feminine or neuter is used throughout this Agreement, the same shall be construed as meaning the singular, plural, masculine, feminine, neuter, body politic or body corporate where the fact or context so requires and the provisions of this Agreement and its covenants shall be construed to be joint and several when applicable to more than one Party.
15. This Agreement shall not be assignable from any Municipality to any other Municipality, person, firm or corporation without the prior written consent of the other Municipalities, which consent will not be unreasonably withheld.
16. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.
17. This Agreement shall be governed and construed in accordance with the laws of the Province of Alberta.
18. A reference to a statute or regulation in this Agreement means the statute or regulation as it is amended or replaced from time to time.
19. No consent or waiver, express or implied, by any Party to or of any breach or default by the other Party in the performance of the other Party or parties of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance of obligations hereunder by such Party. Failure on the part of any Party to complain of any act or failure to act of the other Party or parties or to declare the other Party or parties in default, irrespective of how long such failure continues, shall not constitute a waiver by such Party of its rights hereunder.
20. If any term, covenant or condition of this Agreement or the application of it to any Party or circumstance shall be invalid or unenforceable to any extent, the remainder of the Agreement or application of such term, covenant or condition to a Party or circumstance other than those to which it is held invalid or unenforceable shall not be affected thereby and each remaining term, covenant or condition of this Agreement shall remain valid and enforceable.
21. There are no conditions to this Agreement, either subsequent nor precedent, except as set

forth herein.

22. This Agreement may be altered or amended from time to time by the mutual consent of all Parties. A record of any such amendment shall be in writing and a copy thereof shall bear the signatures of the Parties and shall be attached to and form part of this Agreement.
23. The Parties covenant and agree to do such things and execute such further documents, agreements and assurances as may be necessary or advisable from time to time to carry out the terms and conditions of this Agreement in accordance with their true intent.
24. Each Municipality acknowledges and agrees there is no obligation on the Parties to enter into a further community support service agreement upon the termination of this Agreement.
25. The Parties acknowledge and agree that the provisions of this Agreement which, by their context, are meant to survive the termination or expiry of the Term shall survive the termination or expiry of the Term and shall not be merged therein.

IN WITNESS WHEREOF the parties have set their seals and hands of their proper offices in that behalf on the day and year first written above.

TOWN OF ROCKY MOUNTAIN HOUSE

Per: _____

Per: _____

CLEARWATER COUNTY

Per: _____

Per: _____

SCHEDULE A
SERVICE PROPERTY LIST

Eligible Properties

- Properties owned by the Crown that provides direct service to citizens such as court houses, family services, police services or health services.
- Municipal owned buildings located in another municipality used for the purpose of governance, administration or to support municipal operations.
- Community halls either owned by a non-profit organization or a municipality.
- Cemeteries.
- Public, charter and private schools.
- Property used for health purposes by Alberta Health Services such as Primary Care Networks and medical lab services.
- Property held by a religious body used for divine service, public worship or religious education.
- Property used to provide senior citizens with lodge accommodation under the Alberta Housing Act or the Senior Citizens Housing Act.
- Property held by a non-profit organization and solely used for community games, sports, athletics or recreation for the benefit of the general public.
- Property that is used for a charitable or benevolent purpose that is for the benefit of the general public that meets the qualifications and condition of the Community Organization Property Tax Exemption Regulation.
- Property owned by the Crown used in support of their own operations such as for forestry operations, highway maintenance, gravel pits.
- Municipal owned properties such as recreation buildings, parks, playgrounds, water and wastewater facilities, gravel pits, airport, recycling or waste facilities, firehalls, libraries and campgrounds

SCHEDULE B

- Map of Defined Area

