

**ACKNOWLEDGEMENT AND AGREEMENT TO BE BOUND BY
UNANIMOUS MEMBERSHIP AGREEMENT**

THIS AGREEMENT made in effective the _____ day of _____, 2015

BETWEEN:

STRATHCONA COUNTY

- and –

STURGEON COUNTY

- and -

LAMONT COUNTY

-and -

CITY OF FORT SASKATCHEWAN

- and –

CITY OF EDMONTON

- and –

ALBERTA'S INDUSTRIAL HEARTLAND ASSOCIATION
(the "Society")

WHEREAS Strathcona County, Sturgeon County, Lamont County and the City of Fort Saskatchewan agreed to establish the Society and to maintain membership in the Society pursuant to a Unanimous Membership Agreement made effective March 30, 1999 (the "Original Agreement");

AND WHEREAS the four original parties terminated the Original Agreement and entered into a new agreement amongst Strathcona County, Sturgeon County, Lamont County, the City of Fort Saskatchewan, the Society and the City of Edmonton, made effective as of the 29 day of January, 2010 at 11 am, in form and content as attached hereto in Schedule "A" ("Operating UMA");

AND WHEREAS none of the parties can locate an executed copy of the Operating UMA and wish to enter into this Agreement to acknowledge and confirm the form and content of the Operating UMA and wish to agree with each of the others to continue to be bound by the Operating UMA.

NOW THEREFORE this Agreement witnesseth that in consideration of the sum of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties acknowledge and agree as follows:

1. Each party is unable to locate an executed copy of the Operating UMA despite having made a diligent search of all the probable places where documents of this nature are kept.
2. The executed Operating UMA is believed to be lost or destroyed.
3. Each party specifically acknowledges and confirms that the form of Operating UMA attached hereto as Schedule "A" is a true copy of the original Operating UMA.
4. Each party has diligently and in good faith performed its respective obligations in accordance with the Operating UMA.
5. Each party specifically acknowledges and confirms that the Operating UMA continues in full force and effect and has not been amended in any way.
6. Each party specifically acknowledges and agrees to continue be bound by the Operating UMA.
7. This Agreement shall be construed and governed by the laws of the Province of Alberta and the laws of Canada applicable therein and the parties irrevocably attorn to the exclusive jurisdiction of the Courts of the Province of Alberta.
8. The parties hereby confirm and ratify the matters contained and referred to in the Preamble to this Agreement and agree that same and the various schedule(s) hereto are expressly incorporated into and form part of this Agreement:

Schedule "A" - Unanimous Membership Agreement

9. The headings, captions, paragraph numbers, sub-paragraph numbers, article numbers and indices appearing in this agreement have been inserted as a matter of convenience and for reference only and in no way define, limit, construct or enlarge the scope or meaning of this agreement or any provisions hereof.
10. Each of the parties do hereby agree to do such things and execute such further documents, agreements and assurances as may be necessary or advisable from time to time in order to carry out the terms and conditions of this Agreement in accordance with their true intent.
11. This Agreement may not be altered or amended in any of its provisions, except where any such changes are reduced to writing and executed by the parties.

12. This Agreement may be executed and delivered in any number of counterparts, by facsimile copy, by electronic or digital signature or by other written acknowledgement of consent and agreement to be legally bound by its terms. Each counterpart when executed and delivered will be considered an original but all counterparts taken together constitute one and the same instrument.
13. The Society shall maintain a true copy of this Agreement at its registered office and shall, within seven (7) days of receipt of written request from any party hereto, deliver a complete copy of this Agreement to the party requesting such copy.
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 hereof.
15. This Agreement shall enure to the benefit of and be binding upon the successors and permitted assigns of each of the parties.

IN WITNESS WHEREOF each of the parties have hereunto executed this Agreement under its respective corporate seal and by the hands of its proper officers duly authorized in that regard effective as of the day and year first above written notwithstanding the actual date or dates of execution hereof.

STRATHCONA COUNTY

Per: _____

Per: _____

STURGEON COUNTY

Per: _____

Per: _____

LAMONT COUNTY

Per: _____

Per: _____

CITY OF FORT SASKATCHEWAN

Per: _____

Per: _____

CITY OF EDMONTON

Per: _____

Per: _____

ALBERTA'S INDUSTRIAL HEARTLAND ASSOCIATION

Per: _____

Per: _____

- 12. This Agreement may be executed and delivered in any number of counterparts, by facsimile copy, by electronic or digital signature or by other written acknowledgement of consent and agreement to be legally bound by its terms. Each counterpart when executed and delivered will be considered an original but all counterparts taken together constitute one and the same instrument.
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IN WITNESS WHEREOF each of the parties have hereunto executed this Agreement under its respective corporate seal and by the hands of its proper officers duly authorized in that regard effective as of the day and year first above written notwithstanding the actual date or dates of execution hereof.

STRATHCONA COUNTY

Per: _____

Per: _____

A/ Jacqueline Foden
Director, Legislative & Legal Services

STURGEON COUNTY

Per: _____

Per: _____

LAMONT COUNTY

Per: _____

Per: _____

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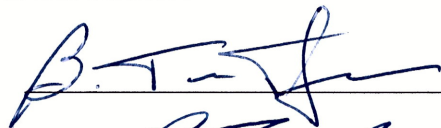
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STRATHCONA COUNTY

Per: _____

Per: _____

STURGEON COUNTY

Per:  _____

Per:  _____

LAMONT COUNTY

Per: _____

Per: _____

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15. This Agreement shall enure to the benefit of and be binding upon the successors and permitted assigns of each of the parties.

IN WITNESS WHEREOF each of the parties have hereunto executed this Agreement under its respective corporate seal and by the hands of its proper officers duly authorized in that regard effective as of the day and year first above written notwithstanding the actual date or dates of execution hereof.

STRATHCONA COUNTY

Per: _____

Per: _____

STURGEON COUNTY

Per: _____

Per: _____

LAMONT COUNTY

Per: Wayne Woodard

Per: 

CITY OF FORT SASKATCHEWAN

Per:

Sally Hatcher

Per:

Porter

CITY OF EDMONTON

Per:

Per:

ALBERTA'S INDUSTRIAL HEARTLAND ASSOCIATION

Per:

Per:

CITY OF FORT SASKATCHEWAN

Per: _____

Per: _____

CITY OF EDMONTON

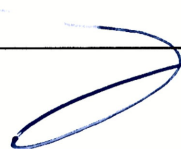
Per: _____

Per: _____

ALBERTA'S INDUSTRIAL HEARTLAND ASSOCIATION

Per: _____

Per: _____

A handwritten signature in blue ink, consisting of a large, stylized loop that crosses itself, positioned over the second signature line for the Alberta's Industrial Heartland Association.

SCHEDULE "A"

UNANIMOUS MEMBERSHIP AGREEMENT

UNANIMOUS MEMBERSHIP AGREEMENT

THIS AGREEMENT made in effective the 29 day of January, 2010 at 11 am

BETWEEN:

STRATHCONA COUNTY

- and –

STURGEON COUNTY

- and -

LAMONT COUNTY

-and -

CITY OF FORT SASKATCHEWAN

- and –

CITY OF EDMONTON

ALBERTA'S INDUSTRIAL HEARTLAND ASSOCIATION
(the "Society")

WHEREAS Strathcona County, Sturgeon County, Lamont County and the City of Fort Saskatchewan agreed to establish the Society and to maintain membership in the Society pursuant to a Unanimous Membership Agreement made effective March 30, 1999;

AND WHEREAS the four original parties terminated the original agreement and wish to enter into a new agreement with each other with the Society and with the City of Edmonton for the purpose of defining and qualifying the respective rights and obligations of each party to each other and to the Society and the terms and conditions under which they will each carry on their activities under the corporate structure of the Society from and after the date hereof;

NOW THEREFORE, THIS AGREEMENT WITNESSETH that in consideration of these premises and of the mutual covenants, agreements and conditions herein contained, the parties hereby agree as follows:

ARTICLE 1 - INTERPRETATION

1.1 Definitions

In this Agreement unless there is something in the context inconsistent therewith the following words and phrases will have the following meanings:

- (a) "Allocation Formula" means that formula set forth in Schedule "A"
- (b) "Alternate Director" means that Alternate Director identified to the Society in writing by the Member appointing such Alternate Director as set forth in Section 3.3 herein;
- (c) "Appoint" includes "elect" and vice versa;
- (d) "Bylaws" means the Bylaws of the Society as from time to time amended or restated;
- (e) "Director(s)" means the Director(s) as defined and empowered in the Bylaws;
- (f) "Effective Date" means the 29th day of January 2010;
- (g) "Member" means each of Strathcona County, Sturgeon County, Lamont County, the City of Fort Saskatchewan, and the City of Edmonton and collectively "Members" means all of these five municipalities; and
- (h) "Parties" means the parties to this Agreement.

1.2 Defined Terms

Words and phrases used in this Agreement and not defined herein have the same meaning assigned to them respectively in the Bylaws.

ARTICLE 2 - IMPLEMENTATION OF AGREEMENT

2.1 Effective Agreement

Each Member shall vote in such a way as to fully implement the terms and conditions of

this Agreement and shall forthwith take such steps as are necessary to remove any Director who refuses to exercise his discretion in accordance with the terms of this Agreement.

2.2 Conflict

In the event of any conflict between the provisions of this Agreement on the one hand and the Bylaws on the other, the provisions of this Agreement shall govern. Each Member agrees to vote so as to cause the Bylaws to be amended when necessary to resolve any such conflict in favour of the provisions of this Agreement.

2.3 Effective Date

All of the mutual covenants and agreements herein contained became effective and binding upon the Parties as and from the Effective Date and this Agreement shall continue in full force and effect from the Effective Date until termination in accordance with the terms of this Agreement.

2.4 Termination

This Agreement shall cease and terminate on the occurrence of any of the following events, namely:

- (a) the bankruptcy or receivership of the Society;
- (b) the passing of a resolution for winding up the Society or the winding up of the Society pursuant to the Act; or
- (c) the execution of any agreement of termination in writing by the Parties.

ARTICLE 3 - CONDUCT OF THE AFFAIRS AND BUSINESS OF THE SOCIETY

3.1 Board of Directors

The Parties agree that the affairs of the Society shall be managed by the Board of Directors appointed in accordance with Section 15.1 of the Bylaws.

3.2 Appointment of Directors

Upon execution of this Agreement, each Member shall notify the Society in writing of the name of its appointee to act as a Director.

3.3 Appointment of Alternate Directors

Notwithstanding any provision contained to the contrary in the Bylaws or Articles of the Society, each Member shall be entitled to representation at a Board meeting by its Director or its Alternate Director, but not both. Each Member shall forthwith notify the Society in writing of the name of its Alternate Director, who at all times must be an elected official of the Member.

Any director may cause the Alternate Director from the same Member to act in the place and stead of the Director at any Board meeting and such Alternate Director may exercise the same powers as such Director at such Board meeting unless otherwise directed by the relevant Member. For further

clarity, the attendance of the Director or Alternate Director at any Board meeting shall be taken into account for the purposes of establishing a quorum for that Board meeting.

3.4 Conduct of the Affairs of the Society

Unless otherwise authorized by a resolution passed by at least seventy-five (75%) percent of all of the Members or consented to in writing by all of the Members, the members of the Society shall not cause or permit the Society and the Board shall not authorize the Society to:

- (a) take or institute any proceedings for the winding up, reorganization or dissolution of the Society;
- (b) amalgamate or merge with any other corporation;
- (c) make any expenditure which is not approved in accordance with Article 31 of the Bylaws;
- (d) sell, lease or exchange all or substantially all of the property of the Society other than in the ordinary course of business;
- (e) be continued as a body corporate under the laws of another jurisdiction;
- (f) reorganize;
- (g) purchase or sell any real or immovable property;
- (h) amend, repeal, or enact any Bylaws other than those already in place;
- (i) enter into any contract outside of the Society's ordinary course of business;
- (j) make a general assignment for the benefit of creditors; or
- (k) make a voluntary assignment to a trustee in bankruptcy.

3.5 Operations and Banking

Each Member acknowledges and agrees that:

- (a) all monies received on account of the Society's operations from time to time shall be immediately paid into the bank of the Society and all disbursements in respect of the Society expenditures shall be paid by cheque on such bank;
- (b) any two of the Chairman, Vice-Chairman, Secretary-Treasurer and such other officers as determined by the Board in its discretion from time to time, are authorized to make, sign, draw, accept, negotiate, endorse, execute and deliver all or any cheques, promissory notes, drafts, acceptances, bill of exchange, orders for the payment of money, and other instruments whether negotiable or not on behalf of the Society;
- (c) except as otherwise set forth herein, no Member, Director, or Officer shall, without the consent of any two of the Chairman, Vice-Chairman, Secretary-Treasurer and

such other officers as determined by the Board in its discretion from time to time, sign, draw, accept, endorse, execute, and deliver all or any cheques, promissory notes, drafts, acceptances, bills of exchange, orders for the payment of money, and other instruments whether negotiable or not, in the name of the Society or in any matter pledge the credit of the Society except in the usual and regular course of business; and

- (d) the Society shall keep detailed records and books of account prepared in accordance with generally accepted accounting principles. The Society shall obtain and distribute to each member of the Society, within seven (7) days of receipt thereof, annual audited financial statements prepared by the Auditor appointed pursuant to the Bylaws.

ARTICLE 4 - INTERMUNICIPAL COOPERATION PROTOCOL

4.1 Members agree on cooperation protocol

Each Member agrees to be bound by the terms of the Alberta Industrial Heartland Association Intermunicipal Cooperation Protocol in the form and content attached hereto as Schedule "B".

ARTICLE 5 - DEFAULT

5.1 Remedies

If a Member fails to obtain, perform or carry out any of its obligations hereunder where such failure continues for thirty (30) days after notice in writing from the Society or any Member demanding that such default be cured, the Society or any Member on behalf of the Society may do any one or more of the following:

- (a) pursue any remedy against the Member available to it at law or in equity, it being acknowledged that specific performance, injunctive relief (mandatory or otherwise) or other equitable relief may be the only adequate remedy for a default; or
- (b) take such actions as may reasonably be required, to cure the default, in which event all payments, costs and expenses incurred therefor shall be payable by the defaulting Member to the Society on demand

or the Society may waive the default provided, however, that any waiver of a particular default shall not operate as a waiver of any subsequent or continuing default.

ARTICLE 6 - ALLOCATION OF RISK AND LIABILITY

6.1 Risks and Liabilities

All liability and risks relating to the Society and the conduct of the business of the Society as between the Members shall be apportioned and limited in accordance with the percentage allocation of liability for each Member as set forth in the Allocation Formula. Each Member agrees that it will take such actions as may be required to ensure that its contribution toward such liability is apportioned strictly in accordance with the Allocation Formula.

ARTICLE 7 - WITHDRAWAL AND NEW MEMBERS

7.1 Termination

A Member may terminate membership in the Society only in accordance with Section 6.1 of the Bylaws.

7.2 Apportionment

If any Members becomes jointly and severally liable for any matter relating to the Society, the respective liability of each of the Members, as between themselves, shall be apportioned and limited in accordance with the respective percentage allocation of each Member as set forth in the Allocation Formula and adjusted to take into account the period during which the liability relates and the member of the Society was a Member. The Member specifically agrees that it will take such action as may be required to ensure that its contribution arising out of any such liability is apportioned strictly in accordance with the Allocation Formula notwithstanding the termination of its membership and the obligations stated herein shall survive the termination of the membership of the Member and the termination of this Agreement.

ARTICLE 8 - DISTRIBUTION OF PROPERTY

8.1 Dissolution or Winding Up

Upon the dissolution or winding up of the Society and after payment of all debts and liabilities of the Society, the remaining property of the Society shall be distributed pro rata to the Members in accordance with the percentage each Member contributed through its Membership Fee.

ARTICLE 9 - GENERAL PROVISIONS

9.1 Further Assurances

The Parties and each of them do hereby 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 in order to carry out the terms and conditions of this Agreement in accordance with their true intent.

9.2 Singular, Plural and Gender

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 hereof and all covenants herein shall be construed to be joint and several when applicable to more than one Party.

9.3 Assignment of Agreement

No party hereto shall assign its interest in this Agreement, or any part hereof, in any manner whatsoever without having first received written consent from all other parties hereto, such consent not to be unreasonably withheld, PROVIDED THAT in no event shall any assignment which may have been consented to release or relieve the assignor from its obligations to fully perform all of the terms, covenants and conditions of this Agreement on its part to be performed.

9.4 Notices

Any notice required to be given hereunder by any Party shall be deemed to have been well and sufficiently given if:

- (a) personally delivered to the Party to whom it is intended or if such party is a corporation to an officer of that corporation; or
- (b) mailed by prepaid registered mail, to the address of the party to whom it is intended as hereinafter set forth; or
- (c) sent by facsimile transmission or by any other like method by which a written or recorded message may be sent addressed to the party to whom it is intended as hereinafter set forth:

(i) if to Member:

Strathcona County
2001 Sherwood Drive
Sherwood Park, Alberta
T8A 3W7

Attention: Chief Commissioner
Fax: (780) 464-8050

Sturgeon County
9601 – 100 Street
Morinville, Alberta
T8R 1L9

Attention: Chief Commissioner
Fax: (780) 939-3003

Lamont County
General Delivery
Lamont, Alberta
T0B 2R0

Attention: Chief Administrative Officer
Fax: (780) 895-7404

City of Fort Saskatchewan
10005 – 102 Street
Fort Saskatchewan, Alberta
T8L 2C5

Attention: City Manager
Fax: (780) 998-4774

City of Edmonton

3rd floor, City Hall
Sir Winston Churchill Square
T5J 2R7
Edmonton, Alberta

Attention: City Manager
Fax: (780) 496 8220

(ii) if to the Society: Brownlee LLP
2200, 10155 – 102 Street
Edmonton, Alberta
T5J 4G8
Fax: (780) 424-3254

or to such other address as a Party may from time to time direct in writing.

Any notice delivered as aforesaid shall be deemed to have been received on the date of delivery and any notice mailed shall be deemed to have been received on the fourth (4th) day after the date it is postmarked. If normal mail service is interrupted by strike, slow-down, force majeure or other cause after the notice has been sent, the notice will not be deemed to be received until actually received. In the event normal mail service is impaired at the time of sending the notice, then personal delivery only shall be effective.

9.5 Entire Agreement

The Agreement constitutes the entire agreement between the Parties relating to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the Parties and there are no warranties, representations or other agreements among the Parties in connection with the subject matter hereof except as specifically set forth herein.

9.6 Payment of Monies

The Parties acknowledge and agree that any payment of monies required to be made hereunder shall be made in Canadian funds and that any tender of monies or documents hereunder may be made upon the solicitors acting for the Party upon whom the tender is desired and it shall be sufficient that a negotiable bank draft is tendered instead of cash.

9.7 Unenforceable Terms

If any term, covenant or condition of this Agreement or the application thereof to any Party or circumstance shall be invalid or unenforceable to any extent the remainder of this 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 be valid and shall be enforceable to the fullest extent permitted by law.

9.8 Amendments

This Agreement may only be altered or amended in any of its provisions when any such changes are reduced to writing and signed by all of the Parties provided however that it shall not be

necessary to make a Party to such Amending Agreement any Member who ceased to be a member of the Society and who has been fully repaid any monies owing by the Society.

9.9 Remedies Not Exclusive

No remedy herein conferred upon any Party is intended to be exclusive of any other remedy available to that Party but each remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing by law or in equity or by statute.

9.10 Preamble and Schedules

The Parties hereby confirm and ratify the matters contained and referred to in the preamble to this Agreement and agree that same and the various schedules hereto are expressly incorporated into and form part of this Agreement.

9.11 No Waiver

No consent or waiver, express or implied, by any Party to or of any breach or default by any Party in the performance by such other Party of his 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 another party or to declare such other Party in default, irrespective of how long such failure continues, shall not constitute a waiver by such Party of his rights hereunder.

9.12 Counterparts

This Agreement may be executed in several counterparts each of which when so executed shall be deemed to be an original, and such counterparts shall constitute the one and same instrument and notwithstanding their date of execution shall be deemed to bear date as of the date of this Agreement.

9.13 Headings

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 or any provision hereof.

9.14 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta.

9.15 Time

Time shall be of the essence of this Agreement.

9.16 Survival

The parties hereto acknowledge that the provisions of this Agreement which are intended to survive the expiry or termination of this Agreement or the withdrawal of a party to this Agreement shall survive such expiry, termination or withdrawal and shall not be merged therein or therewith provided that the

obligations of the parties hereto relating to survival of the terms contained herein are restricted to the time during which the parties hereto have been parties to this Agreement.

9.17 Enurement

This Agreement shall enure to the benefit of and be binding upon the Parties hereto, their successors and permitted assigns.

IN WITNESS WHEREOF the parties have hereunto executed this Agreement under their respective corporate seals and by the hands of their proper officers duly authorized in that regard effective as of the day and year first above written notwithstanding the actual date or dates of execution hereof.

STRATHCONA COUNTY

Per: _____

Per: _____

STURGEON COUNTY

Per: _____

Per: _____

LAMONT COUNTY

Per: _____

Per: _____

CITY OF FORT SASKATCHEWAN

Per: _____

Per: _____

CITY OF EDMONTON

Per: _____

Per: _____

ALBERTA'S INDUSTRIAL HEARTLAND ASSOCIATION

Per: _____

Per: _____

SCHEDULE "A"

ALLOCATION FORMULA

Strathcona County	20%
City of Fort Saskatchewan	20%
Sturgeon County	20%
County of Lamont	20%
City of Edmonton	20%

SCHEDULE “B”
Alberta’s Industrial Heartland Association
Intermunicipal Cooperation Protocol

1.0 PROTOCOL

The participating municipalities of Strathcona County, Sturgeon County, Lamont County, the City of Fort Saskatchewan, and the City of Edmonton agree to cooperate and collaborate with each other and with other interested parties such as local industry, landowners, the Province of Alberta, adjacent municipalities such as Bruderheim and Redwater, other municipalities in the Capital Region, and transportation and utility companies and authorities which service the area, toward achievement of the objectives for Alberta’s Industrial Heartland. In doing so, it is agreed that each municipality will abide by the operating principles included in this document.

1.1 OBJECTIVES

- To jointly promote and facilitate the industrial development of the Heartland area.
- To respect each other’s jurisdictional integrity and autonomy.
- To provide or facilitate the provision of services and infrastructure required for the area on a proactive, efficient and where feasible, regional basis.
- To promote open communication and harmony amongst participating Heartland municipalities and other interested parties.
- To collaboratively plan for the area’s use and infrastructure in a manner which maximizes its attractiveness and efficient functioning for industrial development while minimizing land use and environmental conflicts within the area and on its periphery.
- To ensure regular and considerate communication and opportunities for involvement with both industrial and non-industrial landowners of the area with respect to its planning and development.
- To promote and support a coordinated approach to achieving and maintaining appropriate standards of environmental quality and sustainability for the Heartland area.
- To promote and support a coordinated approach to achieving and maintaining appropriate standards of emergency preparedness, public safety and health for the Heartland area.

1.2 OPERATING PRINCIPLES

Municipalities insofar as possible shall speak with one voice to external audiences concerning the Heartland and shall seek to proactively resolve any intermunicipal issues in a non-confrontational manner, including but not restricted to options such as intermunicipal committee negotiation or external mediation.

Where two or more municipalities agree to a joint undertaking in support of the foregoing objectives, the costs and benefits shall be shared in accordance with formulas agreed to at the outset of the undertaking.

Municipalities shall promote economic development of the Heartland area as a whole and shall not promote their own nor any other municipality within the Heartland as a preferred location. Location decisions within the Heartland area shall be left entirely to the industries/businesses involved. Should a sub-regional economic development agency eventually be created to pursue industrial development of the area, municipal board representation and staffing shall favor no one municipality over the other.

Municipalities shall keep each other informed about the provision of infrastructure, services, new development or issues which may affect the area as a whole.

Each municipality agrees to respect the other's right to determine levels and methods of service and, subject to any applicable intermunicipal compensation arrangements between the participating municipalities, to receive taxation revenue from development within their jurisdiction.

Where one municipality agrees with another municipality to provide a direct service (eg upgrading an access road) which is required by a specific industrial development or area located in the other municipality and which would not otherwise be required or compensated, it may negotiate and receive compensation for the provision of such service from the requesting development or municipality in accordance with the terms which have been agreed.