

Memorandum of Understanding

Between

The Town of Pincher Creek (Town)

And

Pincher Creek Curling Club (Club)

This memorandum of understanding (MOU) sets the terms and understanding between the Town and the Club regarding the construction of a new curling rink located on property owned by the Town and currently in use as a parking lot by the Pincher Creek Golf Club.

Background

It is important to both the Town and the Club that this project is completed responsibly and efficiently. The project is proposed to be located on land owned by the Town and therefore, the Town has a vested interest in all aspects of this project.

Purpose

This MOU will set the expectations of the Town and Curling Club regarding deliverables that are and will be required.

The above goal will be accomplished by providing to the Town the following information:

- A comprehensive engineered site plan complete with but limited to:
 - Site Plan
 - Legal description
 - Property lines
 - Registered easements
 - Existing utilities
 - Proposed building locations
 - Proposed site modifications
 - Geotechnical report
 - Design report
 - Utility servicing requirements
 - Utility replacements/modifications
 - Parking analysis
 - Access requirements
 - Fire/emergency response requirements including impacts to existing building
 - Swept vehicle analysis
 - Staging plan
 - Plan to maintain access to current uses during construction
 - Proposed modifications to existing building

- A business plan complete with:
 - Three years of recent financial information for review
 - Proposed ownership structure
 - Proposed leasing agreement including term length and termination.
 - Financial tracking and oversight
 - Construction timing
 - Detailed construction costs
 - Funding arrangements

- Operating business plan with:
 - Long term financial viability of operations
 - Ability to provide maintenance long term

- A demolition plan for the existing club building
 - To be included in lease agreement
 - And include proposed timing of demolition.

Reporting

In addition to the information supplied above, it is expected that the Club will provide proof that all procurement activities are consistent with the North West Partnership Trade Agreement.

Funding

The Town has committed to providing \$1,250,000.00 for this project and should be recognized as providing the proposed land/location as an additional "contribution in kind". All other funding is the responsibility of the Club

Duration


This MOU shall become effective upon signature by the authorized officials from the parties and will remain in effect until modified or terminated by any one of the partners by mutual consent. In the absence of mutual agreement by the authorized officials from the parties, this MOU shall end upon successful completion of the project.

Contact Information

Town of Pincher Creek
 Chief Administrative Officer
 962 St. John Ave
 Pincher Creek, AB

Pincher Creek Curling Club
 President
 845 Main Street
 Pincher Creek, AB

Signature Information



 Mayor Don Anderberg



Date 6/24/24

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