



North Red Deer Regional Wastewater Services Commission

5432-56 Avenue, Lacombe AB T4L1E9 Tel: (403)782-1254 Fax: (403)782-5655 mgoudy@lacombe.ca

May 24, 2016
Time 9:00 am-10:00am

COUNCIL CHAMBERS
LACOMBE AB

In Attendance:

Members: Mayor Steve Christie, Chairperson, Mayor, City of Lacombe
Mayor Melodie Stol, Vice Chairperson, Mayor, Town of Blackfalds
Councillor Ken Wigmore, Lacombe County

Others: Matthew Goudy, CAO - NRDRWWC
Norma MacQuarrie, CAO, City of Lacombe
Myron Thompson, CAO, Town of Blackfalds
Preston Weran, Director of Infrastructure & Property Services, Town of Blackfalds
Terry Hager, County Commissioner, Lacombe County
Keith Boras, Manager of Environmental & Protective Services, Lacombe County
John Van Doesburg, Commission Administrator, C&J Vanco Services Ltd.

Guests: Joel Sawatzky, Stantec Consulting Ltd.
Todd Simenson, Stantec Consulting Ltd.
Bob Jenkins, Business Plan & Utility Rate Analyst

AGENDA

1. Call to Order
2. Adoption of Agenda
3. Adoption of Previous Minutes

April 18, 2016
4. Funding Agreement Revision



North Red Deer Regional Wastewater Services Commission

5432-56 Avenue, Lacombe AB T4L1E9 Tel: (403)782-1254 Fax: (403)782-5655 mgoudy@lacombe.ca

5. Minister Letter and Agreement
6. Engineers Report
7. Next Meeting Date
 - June 27, 2016 at 9:00 AM in the City of Lacombe Council Chambers
 - September 19, 2016 at 10:00 AM in the City of Lacombe Council Chambers
8. Adjournment

Attachments:

Funding Agreement Draft_Amend2

NRDRWWSC Memorandum of AG - Wastewater Detailed Design

Approval Letter for Water for Life Detailed Design

Stantec Engineer's Report May 18, 2016

**REGIONAL WASTERWATER MEETING MINUTES
April 18, 2016**

COUNCIL CHAMBERS
LACOMBE AB

In Attendance:

- Members:** Mayor Steve Christie, Chairperson, Mayor, City of Lacombe
Mayor Melodie Stol, Vice Chairperson, Mayor, Town of Blackfalds
Councillor Ken Wigmore, Lacombe County
- Others:** Matthew Goudy, CAO - North Red Deer Regional Wastewater Services Commission,
Director of Planning & Operations, City of Lacombe
Norma MacQuarrie, CAO, City of Lacombe
Preston Weran, Director of Infrastructure & Property Services, Town of Blackfalds
Terry Hager, County Commissioner, Lacombe County
Denise Bellabono, Recording Secretary, City of Lacombe
- Guests:** Joel Sawatzky, Stantec Consulting Ltd.
Daniel Luymes, BDO Canada LLP
- Regrets:** Myron Thompson, CAO, Town of Blackfalds
Keith Boras, Manager of Environmental & Protective Services, Lacombe County
John Van Doesburg, Commission Administrator, C&J Vanco Services Ltd.
Todd Simenson, Stantec Consulting Ltd.

1. Call to Order:

Chairperson Christie called the meeting to order at 10:30.

2. Adoption of the Agenda:

MOVED by Councillor Wigmore that the agenda for April 18, 2016 be adopted as amended.

CARRIED

3. Adoption of Previous Minutes

February 29, 2016

MOVED by Vice Chairperson Stol that the minutes for February 29, 2016 be adopted as presented.

CARRIED

4. 2015 Financial Audit – NRDRWWSC

A presentation of the 2015 Consolidated Financial Statements for the NRDRWWSC was given by Daniel Luymes, BDO Canada LLP. Overall a clean audit and to date BDO has not charged for services due to inactivity on the project. As the project starts construction, there will be an audit fee for 2016.

MOVED by Councillor Wigmore that the Commission accept and approve the North Red Deer Regional Wastewater Services Commission Consolidated Financial Statements December 31, 2015.

CARRIED

5. Appointment of 2016 Auditors

The Commission reviewed the recommendation from administration for the appointment of the 2016 auditors.

MOVED by Vice Chairperson Stol that the Commission appoint BDO Dunwoody LLP of Red Deer, Alberta as the Commission's external financial auditors for the 2016 fiscal year.

CARRIED

6. Amendment to Financial Services Agreement - NRDRWWSC

The Commission was presented with the amended Funding Agreement, with amendments being section e) to reflect the current dry weather flow numbers. Members have received endorsement for the amended Funding Agreement from their respective Council.

MOVED by Councillor Wigmore that the Commission execute the amended North Red Deer Regional Wastewater Services Commission Funding Agreement.

CARRIED

7. Next Meeting

The next meetings are scheduled for June 27, 2016 at 9:00 AM and September 19, 2016 at 10:00 AM in the City of Lacombe Council Chambers.

8. Adjournment:

MOVED by Vice Chairperson Stol that the North Red Deer Regional Wastewater Commission Regional Sewer meeting of April 18, 2016 be adjourned at 11:00AM.

CARRIED

Chairperson

Administrator

AGENDA REPORT

SUBJECT:	Funding Agreement NRDRWWSC - Amendment 2
PREPARED BY:	John Van Doesburg, Administrator
PRESENTED BY:	Matthew Goudy, CAO
DATE:	May 16, 2016

PURPOSE: To recommend the Commission's adoption of the amended Funding Agreement with the City of Lacombe, Lacombe County, and Town of Blackfalds, to add acquisition of land as an eligible expense.

BACKGROUND:

The three member communities executed an agreement for funding of the initial design of the NRDRWWSC system. The Government of Alberta has forwarded a letter approving funds for the design. There has been no written confirmation from the Province that funds could be used for acquisition of land.

The first step of land acquisition is the geotechnical investigation and environmental reviews. The initial step of authorization for access to land has to be acquired prior to June 25, 2016 to ensure that the environmental spring data is undertaken. Without the reports the line design will have to wait for one year so that the studies can be completed in 2017 instead of 2016.

ISSUE ANALYSIS:

The present agreement with City of Lacombe, Lacombe County, and Town of Blackfalds authorizes the use of funds for detailed design and creation of a land acquisition strategy, but not for acquisition of lands.

Funds are needed for acquisition of lands to move the project forward, as this will be the most critical timeline for the project.

FINANCIAL IMPLICATIONS:

The land acquisition is projected for \$3M in total. In 2016 the land acquisition is projected for \$2M.

ALTERNATIVES:

1. Commission may choose to adopt the amended funding agreement, including land acquisition as one of the activities that the funds can be utilized for.

2. Commission agrees to the addition of land acquisition as an eligible expense, up to a maximum dollar value as determined by the Board of Directors
3. Commission not agree to any revision of the agreement

ATTACHMENTS:

Funding Agreement - Amendment 2

ACTION/RECOMMENDATION:

That the Commission execute the amended North Red Deer Regional Wastewater Services Commission Funding Agreement with the addition of land acquisition as an activity that funds can be utilized for, as attached to this memo.



This Agreement made this ____ day of _____, 2015.

AMONG:

CITY OF LACOMBE
(hereinafter referred to as the "City")

OF THE FIRST PART

LACOMBE COUNTY
(hereinafter referred to as the "County")

OF THE SECOND PART

THE TOWN OF BLACKFALDS
(hereinafter referred to as the "Town")

OF THE THIRD PART

AND:

**THE NORTH RED DEER REGIONAL
WASTEWATER SERVICES COMMISSION**

(hereinafter referred to as the "Commission")

OF THE FOURTH PART

(collectively, the "Parties")

FUNDING AGREEMENT

WHEREAS:

- a. The Parties have joined together and created the North Red Deer Regional Wastewater Services Commission, pursuant to the *Municipal Government Act*;
- b. The purpose of the North Red Deer Regional Wastewater Services Commission is to oversee the construction and operation of a wastewater services pipeline to connect the City of Red Deer to the Town of Blackfalds and the City of Lacombe through and to points in Lacombe County (the "Pipeline");
- c. The Parties have come to a funding arrangement relating to the design work, land acquisition plan (the "Project"), and land acquisition required for the construction and implementation of the Pipeline;
- d. The County will provide initial funding for the Project. If the Project moves forward to construction within a period of five years, the funds provided by the County will be credited by its proportionate share against the overall cost of construction. If the Project does not move forward to construction within a period of five years, then the City and the Town will

reimburse the County in accordance with their respective proportionate shares, as agreed upon herein by the Parties;

- e. The Parties agree to adopt the amended ratio provided in the North Red Deer Regional Wastewater Services Commission Wastewater Treatment Evaluation Report from February 19, 2016, as the funding ratio among the Parties as follows:

43%: City of Lacombe - 192 L/s
16%: Lacombe County - 77 L/s
41%: Town of Blackfalds – 186 L/s

(the “Funding Ratio”)

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the promises, mutual terms, covenants and conditions contained within this Agreement, the Parties hereto agree as follows:

PURPOSE

1. The Purpose of the Agreement is to provide funding to the Commission to support the design work, land acquisition plan, and land acquisition required for the construction and implementation of the proposed Pipeline.

TERM

2. The Term of this Agreement is 5 years commencing on the 5 ___day of ___May, 2015 and ending on the 5 day of ___May, 2020, subject to extension or earlier termination as set forth herein.

FUNDING OBLIGATIONS

3. The County, the City and the Town, shall be collectively known as the “Funding Parties”.
4. The County shall provide initial funding for the Project, subject to and in accordance with the terms of this Agreement, by way of payments to the Commission as set out in Schedule “A.”
5. Provided that the Project proceeds to construction within 5 years from the commencement of this Agreement, and subject to the terms herein, the County will be credited the amount it has funded against its share of the overall cost of construction of the Pipeline, in accordance with the Funding Ratio, which shall include this Project cost.
6. Should the Project not proceed to construction of the Pipeline within 5 years from the commencement of this Agreement, and subject to the terms of this Agreement, the City and the Town will reimburse the County for the funding it provided to the Commission for the Project, based on their respective share of the Funding Ratio. Any such reimbursement shall be paid within 60 days from the 5th anniversary date of this Agreement.
7. Further, the Parties shall have joint and severable access to and use of the plans created through this Agreement, as assignees of the Commission to the extent permissible by any

agreement the Commission has with the consulting engineer firm who creates said plans, or at law.

8. The Funds advanced by the County shall accrue interest at a rate of Prime less 1.5% (based on posted Servus Credit Union prime lending rate) from the date of advancement and shall be calculated and reported semi-annually (per paragraph 9(d.)). The amount of such interest shall be added to the County's credited amount, as set out in paragraph 5, or alternatively, repaid along with the funds advanced as set out in paragraph 6.
9. Total funding for the Project shall not exceed \$3,000,000.00, excluding gst, without prior written agreement of the Parties.

COMMISSION'S OBLIGATIONS

10. The Commission shall:
 - a. prepare and provide to the Parties an estimated budget relating to the Project based on the Scope of Work as set out in Schedule "B", as amended from time to time;
 - b. retain the services of a consulting engineer firm to conduct the Scope of Work and employ qualified staff, as needed, to complete the Project within the Term of this Agreement, with such retainer being awarded in a way that is transparent, competitive, consistent with value for money principles;
 - c. pay all fees and all other costs incidental to the Project on a timely basis;
 - d. submit semi-annual statements of costs incurred and funds received with respect to the Project and attest in writing that the expenditures and funding so submitted for the Project are reasonable, attributable to the Project, and that the accounting of same has been performed in a manner that complies with the intent of this Agreement;
 - e. submit semi-annual written progress reports with respect to Scope of Work, including anticipated timelines for completion of the Project, and identifying any positive or negative impacts on same;
 - f. be bound by and observe all applicable federal, provincial and municipal legislation and related regulations, as amended from time to time, and shall cause all of its employees and approved subcontractors to be so bound;
 - g. maintain financial and non-financial records relating to the Project and keep them for a period of seven (7) years from the end of the last fiscal year to which the record relates;
 - h. make available such information, including data, documents, and accounting records, as the Parties may require from time to time to allow the Parties, or any of them, to evaluate the quality and progress of the Project; and
 - i. such further and other obligations as the Parties agree to in writing.

11. The Commission must maintain its accounts and prepare annual financial statements in accordance with generally accepted accounting principles.
12. For the administration of the Scope of Work and the reporting contemplated in paragraph 8 herein, the Commission may charge reasonable administrative fees and expenses to the Funding Parties, provided those administrative fees and expenses are included in the estimated budget and accounted for in the reporting and auditing process. Payment for said administrative fees shall be as set out in Schedule "A".
13. Annually, the Commission shall engage an independent auditor who is a member in good standing of a corporation, institute or association or accountants incorporated accredited to practice in the Province of Alberta and provide the Financial Statements, which certify same to be prepared in accordance with the generally accepted auditing standards of the Canadian Institute of Chartered Accountants, or its successor, to the Parties within 120 days of the end of the Commission's fiscal year.
14. Except as allowed or directed as party of a Dispute Resolution Process, none of the Funding Parties may require an independent audit of the Commission, without the consent of remaining Parties.

DEFAULT

15. If the Commission fails to perform any of its obligations hereunder, the Parties may deliver written notice to the Commission that such failure exists and the nature of such failure. The Commission shall forthwith take all necessary steps to cure such failure. If the Commission fails to cure the failure to the satisfaction of the Parties, acting reasonably, the Parties shall be entitled to pursue any and all remedies that may be available at law, or equity.
16. If one of the Funding Parties fails to perform any of its obligations hereunder, the remaining Parties may deliver notice to the said Party that such a failure exists and the nature of such failure. The Party shall forthwith take all necessary steps to cure such failure. If the Party fails to cure the failure to the satisfaction of the Parties, acting reasonably, the Parties shall be entitled to pursue any and all remedies that may be available at law, or equity.

REMEDIES

17. Without limiting any other rights of the Parties under this Agreement, and upon notice, the Commission shall reimburse any amount of the funding which : (i) has not been accounted for by the Commission in accordance with this Agreement; (ii) is spent by the Commission for purposes other than those authorized under this Agreement.
18. Without limiting any other rights of the Parties under this Agreement, any funds not paid due to a failure for which notice has been given per clauses 14 and 15, shall accrue interest at the posted Servus Credit Union prime lending rate plus 3% from the date of said notice until paid in full, before or after arbitration award has been registered as a Judgment.
19. These remedies may be taken into account during mediation and are in addition to, not in replacement of any arbitration award.

DISPUTE RESOLUTION

20. If there is any dispute arising from the terms of this Agreement, the CAO's for the parties will meet promptly in an effort to resolve the dispute.
21. If the CAO's cannot resolve the dispute within 14 days (or if any Party fails or refuses to meet within 14 days, then the Councils for each municipality and the CAO for the Commission may refer the matter to mediation. In that event, the Parties shall:
 - (a) agree upon the mediation process, including a schedule;
 - (b) select a mediator through Municipal Affairs, inter-municipal dispute resolution service, or its successor, to co-ordinate the process;
 - (c) Appoint an equal number of representatives to participate in the process.
22. The costs of the mediator shall be born equally by the parties.
23. If all parties agree, municipal administration may be used as a resource during the mediation process. All discussions and information related to the mediation process shall be held in confidence until the conclusion of the process and the submission of the mediator's report and recommendations to all Parties. The report and recommendations of the mediator shall not be binding on the Parties. If all Parties accept the mediator's report, the matter shall be considered resolved.
24. If mediation is not undertaken or the mediator's report is not accepted by all Parties, the matter shall be referred to arbitration forthwith by the City. The arbitration shall be conducted by a single arbitrator who shall be appointed by agreement between the parties or, in default of such agreement, such arbitrator shall be appointed by a Judge of the Court of Queen's Bench sitting in Red Deer, upon the application of any of the parties and such judge shall be entitled to act as such arbitrator, if he or she so desires. Unless otherwise agreed to by the parties, the arbitration shall be held in the City of Red Deer. The procedure to be followed shall be agreed to by the parties or, in default of such agreement, determined by the arbitrator. The arbitration shall proceed in accordance with the provisions of the Arbitration Act (Alberta). The arbitrator shall have the power to proceed with the arbitration and to deliver his or her award notwithstanding the default by any party in respect of any procedural order made by the arbitrator. The decision arrived at by the arbitrator shall be final and binding and no appeal shall lie therefrom. Cost of the Arbitration shall be shared by the Parties, unless otherwise directed by the Arbitrator. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

TERMINATION

25. Provided that no notice of default has been issued per clauses 14 or 15, this Agreement may be terminated at any time by the Funding Parties or the Commission by giving ninety (90) days of written notice to the other Parties, and the Parties' right to consideration shall be limited to payment for funds advanced or approved work performed and not previously paid for up to the specified termination date ("Effective Date").

26. Where a notice of dispute has been issued, the Parties shall exhaust any dispute resolution process provided for in clauses 19 to 23, or any other process agreed to in writing by the parties, in respect of any dispute that has arising under this Agreement; and the parties shall agree on a time from to terminate the Agreement in a manner that will not jeopardize the administration and execution of the Project (also “Effective Date”).
27. When this Agreement is terminated, the Commission shall, upon request, provide the Parties with audited Financial Statements, together with all schedules, and a written report on the work rendered to the Effective Date. Except for any such report, the Parties shall not perform any further services subsequent to the Effective Date.
28. Also, when this Agreement is terminated, the Commission shall return any unspent funding, unless the parties otherwise agree in writing. To the extent that Funding has been paid to the Effective Date, The County shall be reimbursed by the City and the Town based on the Funding Ratio.

EXTENSION OF TERM

29. The Term may be extended by the Parties for a further period or periods commencing on the day immediately following the last day of the Term then expiring, provided that the Parties mutually agree to such extension. Unless otherwise agreed to, if such mutual agreement is not made at least ninety (90) days prior to the expiration of the Term, this Agreement shall expire on the last day of the Term. If this Agreement is extended, all other terms and conditions contained herein shall remain in full force and effect.

WARRANTIES AND REPRESENTATIONS

30. The Parties hereby represent and warrant with and to the Commission, and acknowledge that each Party is relying upon such representations and warranties, that to the best of the Party’s knowledge, it is in material compliance with all laws and regulations of any public authority relating to the conduct of its business, the Party has all required approvals and authorizations necessary to carry out its obligations hereunder, and there are no proceedings whatsoever, actual or pending, relating to the said approvals or authorizations.

PREAMBLE AND SCHEDULES

31. The Parties hereby confirm and ratify the matters contained and referred to in the Preamble to this Agreement and agree that same and various schedules(s) hereto are expressly incorporated into and form part of and may be altered or amended in accordance with the terms of this Agreement:

Schedule “A” – Payment Schedule
Schedule “B” Scope of Work

NOTICE

32. Any notice given by one party to another shall be in writing; personally delivered, sent by mail (deemed received by the 5th day from mailing) or by fax or email (both deemed received on the date successfully transmitted); and addressed to such party at the following address:

to the Town at:

Town of Blackfalds
P.O. Box 220
5018 Waghorn Street
Blackfalds, Alberta TOM 0J0
Fax: (403) 885-4610
email:
Attn: Melodie Stol (designate)

to the County at:

Lacombe County
RR 3
Lacombe, AB T4L 2N3
Fax: (403) 782-3820
email:
Attn: Ken Wigmore (designate)

to the City at:

City of Lacombe
5432 - 56 Avenue
Lacombe, AB T4L 1E9
email:
Fax: (403) 782-5655
Attn: Steve Christie (designate)

to the Commission:

c/o City of Lacombe
5432 - 56 Avenue
Lacombe, AB T4L 1E9
email:
Fax: (403) 782-5655
Attn: Matthew Goudy (designate)

or to such other address or alternate designate as each Party may from time to time direct in writing.

FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT

33. The Parties are subject to the *Freedom of Information and Protection of Privacy Act* (FOIP). The Parties will protect confidential information provided to it or obtained, generated, collected or provided under or pursuant to this Agreement from unauthorized access or disclosure.

ENTIRE AGREEMENT

34. There are no terms, conditions, representations or collateral agreements relating to the matters in this Agreement, except those which are set forth in writing. This Agreement may only be revised in writing, as may be agreed by the parties.

GOVERNING LAW

35. 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 hereto irrevocably attorn to the exclusive jurisdiction of the Courts of the Province of Alberta.

TIME OF ESSENCE

36. Time shall be of the essence of this Agreement.

HEADINGS

37. 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.

RELATIONSHIP BETWEEN PARTIES

38. Nothing contained herein shall be deemed or construed by the Parties hereto nor by any third Party, as creating a relationship of employer and employee, principal and agent, partnership, or of a joint venture between the Parties hereto, it being understood and agreed that none of the provisions contained herein nor any act of the Parties hereto shall be deemed to create any relationship between the Parties hereto other than participation in an independent agreement at arm's length.

NO AUTHORITY

39. Except as may from time to time be expressly stated in writing by the one Party, no other Party has authority to assume or create any obligation whatsoever, expressed or implied, on behalf of or in the name of another Party, nor to bind another Party in any manner whatsoever.

FURTHER ASSURANCES

40. 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.

AMENDMENTS

41. 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, including but not limited to any Schedules attached hereto.

WAIVER

42. No consent or waiver, express or implied, by either Party to or of any breach or default by the other Party in the performance by the other Party 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 hereunder. Failure on the part of either Party to complain of any act or failure to act of the other Party or to declare the other Party in default, irrespective of how long such failure continues, shall not constitute a waiver by such Party of its rights hereunder.

COUNTERPARTS

43. 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 one and same instrument and, notwithstanding their date of execution, shall be deemed to bear date as of the date first above written.

UNENFORCEABILITY

44. If any term, covenant or condition of this Agreement or the application thereof to any Party or circumstances 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 permitted by law.

SURVIVAL

45. 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 or therewith.

BINDING EFFECT

46. This Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of each of the Parties.

ASSIGNMENT

47. No Party shall assign its interest in this Agreement, nor any part hereof, in any manner whatsoever, without having first received written consent from each of the other Parties, which cannot be unreasonably withheld. Consent from the other Party will not be required should either Party wish to amalgamate with another entity.

REQUESTS FOR CONSENT

48. Each Party shall provide any decision with regard to a request for consent in a timely manner.

IN WITNESS WHEREOF the corporate Parties have this Agreement effective the date first above written.

TOWN OF BLACKFALDS

Per: _____

Per: _____

LACOMBE COUNTY

Per: _____

Per: _____

CITY OF LACOMBE

Per: _____

Per: _____

**NORTH RED DEER REGIONAL
WASTEWATER SERVICES
COMMISSION**

Per: _____

Per: _____

DRAFT

SCHEDULE A – PAYMENT SCHEDULE

Unless otherwise agreed upon by the Parties in writing, payment for Scope of Work and administrative fees and expenses under the Project shall be made on an intermittent basis, within 30 days of receipt of invoicing from the Commission.

DRAFT

SCHEDULE B - SCOPE OF WORK

A. DESIGN WORK

- Design services, including: studies, (environmental, geotechnical, transportation, feasibility, etc.) approvals, drawings, specifications and other documents appropriate to the size and complexity of the Project, describe the size and character of the entire Project including, architectural, structural, mechanical, and electrical systems, materials and such other elements setting forth in detail the requirements for the construction, enlargement or alteration of the facilities and/or pipeline for the Project, and for the tender thereof.
- Project management services, including: project oversight, direction and coordination; budget and schedule of the Project; monitor and control within budget and schedule throughout the course of the Project; attend regular stakeholder meetings and advise and report on progress of project to the Commission; represent and advise the Commission with third party agencies and organizations related to the Project; be accountable to the Commission with respect to quality assurance and quality control under land acquisition by ownership of tracts of land needed; determine the extent of land interest required for ownership, easement or Right of Way agreement, etc.; identify land use restrictions related to the necessary tracts of land; determine value of tracts of land; utilize underdeveloped road allowance where applicable; conduct surveys; assess geomatics; process subdivision applications as necessary; obtain necessary permits, approvals or agreements relating to the land; create environmental management plans; complete all ancillary matters (see administration the Commission); budgetary documents for costs of construction and permits and approvals related to the Project.

B. LAND ACQUISITION PLAN

- Identify ownership of tracts of land needed; identify any environmental or land use restrictions relating to tracts of land; determine value of tracts of land; utilize underdeveloped road allowance when applicable; conduct surveys and assess geomatics; process subdivision applications as necessary; obtain any necessary permits approvals, and agreements related to Lands; create environmental management plan; complete all ancillary matters.

C. ADMINISTRATION BY THE COMMISSION

- Any and all communication, invoices, reports (including facilitating audits) as set out in the Commission's Obligations as set out herein at sections 9 – 13. Labour costs for the Chief Administrative Officer of the Commission will be charged at \$65/hr.

D. LAND ACQUISITION

- The acquisition of land for temporary work space used for construction of the pipeline and associated facilities.

March 31, 2016

Stuart Richardson, P.Eng Infrastructure Manager
Office of the Infrastructure Manager, Central Region
401, 4920 51 Street
Red Deer, AB T4N 6K8

Attn: Stuart Richardson

**RE: Memorandum of Agreement for the Lacombe/Blackfalds Regional Wastewater-
Detailed Design**

Please find enclosed signed, sealed and delivered the memorandum of agreement for the **Lacombe/Blackfalds Regional Wastewater- Detailed Design** that was recently approved for the North Red Deer Regional Wastewater Services Commission under the Water for Life component of the Alberta Municipal Water/Wastewater Partnership.

We request that the signed copy of the agreement be emailed to mgoudy@lacombe.ca or mailed to

Attention: Matthew Goudy
The City of Lacombe
5432 56 Ave
Lacombe, Alberta T4L 1E9

For questions or concerns regarding this matter, please do not hesitate to contact Matthew Goudy, CAO of NRDRWWSC at 403.782.1254.

Yours truly,



Denise Bellabono
Executive Assistant
Operations & Planning, City of Lacombe
Encl.

GOVERNMENT OF ALBERTA
ALBERTA TRANSPORTATION
ALBERTA MUNICIPAL WATER/WASTEWATER PARTNERSHIP
AGREEMENT FOR THE
LACOMBE/BLACKFALDS REGIONAL WASTEWATER- DETAILED DESIGN

MEMORANDUM OF AGREEMENT MADE THIS ____ DAY OF _____ A.D., 2016

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

OF THE FIRST PART

- and -

NORTH RED DEER REGIONAL WASTEWATER SERVICES COMMISSION
in the Province of Alberta (hereinafter referred to as the "Municipality")

OF THE SECOND PART

WHEREAS, the Province desires to transfer funds to the Municipality in accordance with the terms of the Alberta Municipal Water/Wastewater Partnership; and

WHEREAS, under the provisions of the Transportation Grants Regulation, being Alberta Regulation 79/2003, the Minister is authorized to make grants and to enter into an agreement with respect to any matter relating to the payment of a grant.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the Minister paying to the Municipality the financial assistance and performing the obligations provided in the Agreement, the Municipality, while this Agreement is in effect, will undertake its obligations in accordance with the provisions stated in this Agreement, and the parties agree as follows:

1. The Municipality hereby agrees:
 - (a) to finance the entire cost of the project,
 - (b) to undertake to acquire all necessary permits, licenses, authorities, property easements and lands required to allow the implementation of the Project,
 - (c) to retain competent engineering expertise as required to meet the design and construction standards acceptable to the Province,
 - (d) that when undertaking the construction on a Contract basis, the Municipality shall invite tenders; and where the Municipality recommends that any tender other than the low tender be accepted, the Municipality shall submit to the Province for its written approval its recommendation respecting such awarding, together with details of all tenders received; and
 - (e) that when undertaking the construction on a Day Labour basis; rates for equipment rental shall not exceed the Alberta Roadbuilders and Heavy Construction Association "Equipment Rental Rates Guide" currently in effect at the time the work is undertaken.
 - (f) to construct the Project at its sole risk in a proper and workmanlike manner, complete in all respects in accordance with the plans and specifications for the Project and pay all costs and expenses relating thereto,

- (g) to assume all liability for all damages of any nature whatsoever caused by the Municipality, its servants, workmen, or agents, in the construction, use, operation, maintenance, repair and replacement of the Project, or any part thereof, and will indemnify and save harmless the Minister in respect of all claims or demands or actions of whatever kind and nature that may be made against the Minister or his employees, workmen, or agents by reason of the financial assistance given to the Municipality for the construction of the Project under this Agreement,
- (h) to invest all funds (in excess of current expenditures) advanced from this grant, or received from the Alberta Capital Finance Authority with respect to the Project. The interest earned therefrom shall be applied to reduce the costs of the Project,
- (i) to provide to the Minister, copies, certified in a manner satisfactory to the Minister, of any documents that the Minister may deem necessary for the purpose of this Agreement,
- (j) to submit a statement of costs incurred and revenues received with respect to the Project, and attest in writing that the expenditures and revenues so submitted for the Project are reasonable, are attributable to the Project, and that the accounting of the same has been performed in a manner that complies with the intent and meaning of this Agreement,
- (k) to submit progress reports to the Province on a regular basis and to submit to the Province for its written approval any costs incurred above those listed in Schedule "A" for which the municipality is requesting funding, before such costs are incurred,

- (l) to allow the Province or its agents access to the Project site, any engineering drawings or documents, any books of accounts relating to expenditures claimed under this Agreement, and other such project-related documents as deemed necessary by the Province in performing an audit of the Project,
 - (m) to maintain the completed works at the municipality's own expense.
- 2. The Province agrees:
 - (a) to contribute to the Municipality an amount as listed in Schedule "A", under the terms of the Alberta Municipal Water/Wastewater Partnership.
 - (b) to issue payments as outlined in Schedule "B" attached.
- 3. The parties agree that their respective contributions toward the project are for the work comprising of the Lacombe/Blackfalds Regional Wastewater- Detailed Design project.
- 4. The parties hereto agree to give this Agreement a fair and liberal interpretation and to negotiate with fairness and candor, from time to time, any modification or alteration thereof, that may be rendered necessary by changing conditions.

IN WITNESS WHEREOF this Agreement has been duly executed by the parties hereto.

SIGNED, SEALED, AND DELIVERED

by the Province, in the presence of:

Witness

Regional Director
Alberta Transportation

SIGNED, SEALED, AND DELIVERED

by the Municipality, **the North Red Deer Regional Wastewater Services Commission**, in the presence of:

Witness

Chief Elected Officer

SCHEDULE "A"

"SCHEDULE OF COSTS"

GRANT IDENTIFICATION NUMBER **704886**

MUNICIPALITY: North Red Deer Regional Wastewater Services Commission

GRANT PROGRAM: **Alberta Municipal Water/Wastewater Partnership
Water for Life**

PROJECT NAME: Lacombe/Blackfalds Regional Wastewater – Detailed Design

POPULATION: **N/A**

GRANT FUNDING PERCENTAGE: **90%**

CONSULTANT:

Total Estimated Project Costs	\$	3,600,000.00
TOTAL ESTIMATED ELIGIBLE COSTS	\$	3,600,000.00
MUNICIPALITY SHARE AT 10%	\$	360,000.00
ALBERTA TRANSPORTATION SHARE AT 90%	\$	<u>3,240,000.00</u>

SCHEDULE "B"

SCHEDULE OF PAYMENTS

1. The Province hereby agrees to issue the following grant payments with respect to the Project:
 - (a) an initial payment in the amount to coincide with the progress of the project.
 - (b) a payment, representing the balance of the grant after receipt of the final statement of costs together with:
 - i) a certification that the Project is complete and that no additional costs will be submitted, and
 - ii) such other documentation as requested by the Province.
 - (c) notwithstanding (a) and (b) above, upon identifying available budget funds in any fiscal year, issue at its discretion, any payments, including advance payments and/or payment in full.



ALBERTA
INFRASTRUCTURE
TRANSPORTATION

*Office of the Minister
Government House Leader
MLA, Edmonton-Highlands-Norwood*

AR67758

March 21, 2016

Mr. Steve Christie
Commission Chair
North Red Deer Regional Wastewater Services Commission
5432 – 56 Ave
Lacombe, AB T4L 1E9

Dear Mr. Christie:

I am pleased to advise our government will be funding the detailed design for Phase 1 of the Lacombe/Blackfalds Regional System under the Water for Life funding initiative.

The Commission will receive 90 per cent of the eligible project costs for the detailed design, up to a maximum of \$3.24 million. However, there are some limitations on this approved project:

- Excess infiltration and inflow of new developments will not be funded, and new development standards will be required to eliminate these flows; and
- Inclusion of rural industrial and residential flows will be limited to 20 per cent of the system's flow.

If the City of Red Deer or the municipalities wish to build larger facilities and include additional flows in construction, the cost of these upgrades will be their responsibility.

Alberta Transportation will contact the Commission to finalize the project agreement and the detailed design standards. Once the project parameters are finalized, an agreement will be forwarded to you.

If you have any questions or concerns, please contact Mr. Mike Yakemchuk, Water for Life Program Advisor at 780-644-3097 (dial 310-0000 for a toll-free connection) or at mike.yakemchuk@gov.ab.ca.

Sincerely,

Brian Mason
Minister

cc: Mike Yakemchuk
Water for Life Advisor, Alberta Transportation

AGENDA REPORT

SUBJECT:	Engineers Report
PREPARED BY:	John Van Doesburg, Administrator
PRESENTED BY:	Matthew Goudy, CAO
DATE:	May 17, 2016

PURPOSE:

To present the Commission with an update on the engineering that has been undertaken by Stantec on the Regional Pipeline Project.

BACKGROUND:

Stantec was appointed to provide engineering services for the design of the regional wastewater line.

ISSUE ANALYSIS: N/A

FINANCIAL IMPLICATIONS: N/A

LEGISLATIVE AUTHORITY:

Appointed by the Commission as per MGA

STRATEGIC/BUSINESS PLAN REFERENCE: N/A

ALTERNATIVES:

1. Accept report as information
2. Reject report and request additional information

ATTACHMENTS: Engineers report

ACTION/RECOMMENDATION:

THAT the Commission accept the Engineer's Report of May 18, 2016 as information

**Engineer's Report
May 18, 2016
North Red Deer Regional Wastewater Services Commission
(NRDRWWSC)**

**Submitted to: North Red Deer Regional Wastewater Services Commission
Matt Goudy, P.Eng. – CAO
John Van Doesburg – Project Manager**

**Submitted by: Stantec Consulting Ltd. - Red Deer
Per: Todd Simenson, P.Eng.
Joel Sawatzky, P.Eng.
Sean Larson, P.Eng.**

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1. Land Acquisition

- a. A land acquisition strategy has been ongoing for several months.
 - i. Costing zones have been developed and approximate values have been identified as a starting point for negotiations.
 - ii. Various appraisals have been completed to verify land values.
- b. Individual Ownership Plans (IOP's) have been completed for the entire alignment.
 - i. There are a total of 64 landowners along the alignment, including all the railway crossings, municipal lands, etc.
- c. The Land Agent, Land Solutions has begun the initial visit with the landowners to gain access permissions.
 - i. Access is required to complete the field investigations this spring and summer (environmental, geotechnical, topo survey, utility locates).
 - ii. As of May 16 there is currently approval to access 4 properties.
 - iii. The initial visits to each landowner along the entire alignment are anticipated to be completed by the end of May.

2. Design Progress

- a. Lift Stations:
 - i. Preliminary design is ongoing with the civil and process design approximately 50% complete.
 - ii. Geotechnical investigations, topo survey and private utility locates have been completed.
 - iii. Preparation of the Contract Specifications has begun.
- b. Odour Management Facility (OMF):
 - i. Preliminary drawings are ongoing with the majority of the progress completed on the structure and site layout components to date.
 - ii. Geotechnical investigations, topo survey and private utility locates will be completed by the end of June.
- c. Pipeline:
 - i. Pipeline design is currently waiting on the land acquisition process to move further along to verify what alignment modifications will be required.
 - ii. The agreement with the City of Red Deer for pipeline upsizing and cost sharing will also impact the design from the CRD WWTP to the OMF (2km).
 - iii. Field investigations (environmental, geotechnical, topo survey, utility locates) will commence along the pipeline route following land access permissions.
 - 1. Anticipated start date of early June, 2016.

3. Technical Memos

- a. Technical Memo 1: Wastewater Flow Projections
 - i. Adopted by Commission on February 29, 2016.
- b. Technical Memo 2: Pipeline Alignment Options
 - i. Adopted by Commission on February 29, 2016.
- c. Technical Memo 3: Odour
 - i. The final memo was submitted to the Tech Committee on May 17, 2016. The basis of the odour management strategy is as follows:

- Chemical injection to be located at the Lacombe and Blackfalds Regional Lift Stations to provide liquid phase odour control (mitigation of sulfide generation).
- A two stage packaged tower biofilter system is to be located at the Blackfalds Regional Lift Station to treat the wet well air before discharging to atmosphere.
- An Odour Management Facility (OMF) will be constructed just north of Chiles Industrial Park. The components of the OMF are as follows:
 - A stripping chamber where coarse bubble diffusers will strip off the dissolved sulfide to improve the quality of the wastewater discharged to the CRD WWTP.
 - A two stage packaged tower biofilter system to treat the wet well air before discharging to atmosphere.

d. Technical Memo 4: Lift Stations

- i. The final memo was submitted to the Tech Committee on May 17, 2016.

e. Technical Memo 5: Equalization Storage

- i. The final memo was submitted to the Tech Committee on May 17, 2016.

f. Technical Memo 6: NRD/CRD Shared Infrastructure

- i. The final draft memo was submitted to the Technical Committee and the City of Red Deer on May 13, 2016.
- ii. The City has indicated that they will provide final comments back by May 20, 2016.
- iii. The shared infrastructure includes a shared pipeline from the OMF down to the CRD WWTP along with a shared tie-in chamber (North Entrance Chamber) that will be joined with to the OMF.

g. Technical Memo 7: Pipeline Materials

- i. The final memo was submitted to the Tech Committee on May 17, 2016.

- h. Technical Memo 8: Opinion of Probable Costs
 - i. The draft memo was submitted to Tech Committee on December 23, 2015.
 - ii. This memo will remain un-finalized, with updates presented to the Tech Committee as necessary.
- i. Technical Memo 9: Pipeline Hydraulics and Transient Analysis
 - i. Currently conducting further analysis of probable locations of Combination Air Release Valves (CAV's) along the preferred alignment.
 - ii. Other pipeline efficiencies and cost savings on pressure sustaining valves (PSV's) are being investigated.
 - iii. Further work is waiting on confirmation of preferred alignment from the land acquisition process.
- j. Technical Memo 10: System Operation and Communications
 - i. An initial draft memo outline has been developed and the remainder of the memo will be completed concurrently with the detailed design of the lift stations.
- k. Technical Memo 11: Acquisition Strategy
 - i. The memo outlines the strategy to:
 - 1. Pre-select the major lift station equipment through an RFQ process, and;
 - 2. Prequalify Contractors who can bid on the construction tenders for the project.
 - ii. The draft memo is nearing completion and will be submitted to the Technical Committee on May 24, 2016.
- l. Preliminary Design Report
 - i. The preliminary design report will provide an executive summary of the technical memos.
 - ii. The report will be completed following completion of the technical memos.