



North Red Deer Regional Wastewater Services Commission

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December 20, 2016
Time 9:00 am-10:00am

COUNCIL CHAMBERS
LACOMBE AB

INVITEES:

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 - NRDRWWSC
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.

AGENDA

1. Call to Order
2. Adoption of Agenda
3. Review of Memorandum of Agreement
 - Memorandum of Agreement Between Alberta Transportation and NRDRWWSC
4. Next Meeting Date
 - Monday January 9, 2017 at 9:00 AM in the City of Lacombe Council Chambers
5. Adjournment

Attachments:

Email Correspondence
NRDRWWSC 2017 Business Plan – Tables
Memorandum of Agreement Between Alberta Transportation and NRDRWWSC

AGENDA REPORT

SUBJECT:	Memorandum of Agreement for Funding
PREPARED BY:	John Van Doesburg, Administrator
PRESENTED BY:	Matthew Goudy, CAO
DATE:	December 12, 2016

PURPOSE:

The Memorandum of Agreement for Funding is the agreement between the Alberta Transportation and the North Red Deer Regional Wastewater Services Commission for the funding of the transmission line project. The agreement is the instrument for the cash, the documentation requirement for debt limit extension and borrowing from the banks for the project.

The agreement includes the definition of the parties, outlines the parameters of the grant funding and the funding breakdown of the parties in Schedule A.

BACKGROUND:

The Commission applied for funding under the Water for Life Program. The Province of Alberta and Federal Government of Canada provided funding for the project based on a 90/10 funding split. The total cost of project is projected at \$68,239,000.

The ineligible cost of \$3,000,000 identified is for the federal portion of the grant, which is the projected value of the land right of way acquisitions. The provincial government will cover the land cost in their portion of the grant:

Water for Life Program/ Clean Water and Wastewater Fund grant - 87.97%

Municipal Share - 12.03 %

(The Commission will receive \$1,998,769 from the City of Red Deer, which changes the percentage to a 90.76%)

ISSUE ANALYSIS:

Key portions of the agreement:

- All costs must be incurred prior to March 31st, 2018
- Any cost overruns are the sole responsibility of the Commission, unless Alberta Transportation grants prior approval. There is no guarantee of payment for cost overruns
- There is no commitment to ongoing cash flow – it is conceivable that the Commission is responsible for financing virtually the entire project, with a lump sum re-payment at the end of the project
- All costs related to financing, including debenture interest, are not grant eligible, and will be the responsibility of the Commission.

Administration has recalculated the rate impact of this agreement (i.e. all financing costs assumed by Commission), using the conservative assumptions that there will not be ongoing

payments beyond what is specifically committed in the agreement, and a 3.45% interest rate. This means short term borrowing of approximately \$8.4M for the Commission, and \$63M of long term borrowing, will need to be approved by Municipal Affairs.

Inputting these assumptions into the Commission's rate model results in an insignificant change to the utility rate, equal to approximately \$0.02/m³ (i.e. from \$2.07/m³ to \$2.09/m³)

FINANCIAL IMPLICATIONS:

The agreement for grant funding is a major step in the project progression. The financial funding of the grant allows the Commission to proceed to construction and financial management:

1. The Commission can complete the business plan for the debt limit extension
2. Contact Servus Credit Union for a construction loan
3. Apply for a debenture from ACFC
4. Initiate the construction phase of the project by awarding contracts

LEGISLATIVE AUTHORITY: MGA Division 2, Section 602.10

STRATEGIC/BUSINESS PLAN REFERENCE:

Business Plan Table 4.1 outlines the project costs and funding as attached.

ALTERNATIVES:

1. Not accept the grant agreement presented and renegotiate.
2. Approve the grant agreement as presented.

ATTACHMENTS:

1. Memorandum of Agreement between Alberta Transportation and the North Red Deer Regional Wastewater Services Commission for the Water for Life and Clean Water and Wastewater Fund
2. Record of electronic correspondence
3. Updated rate tables from Business Plan

ACTION/RECOMMENDATION:

THAT the North Red Deer Regional Wastewater Services Commission approve and execute the Memorandum of Agreement between Alberta Transportation and North Red Deer Regional Wastewater Services Commission for the Water for life Program and Clean Water and Wastewater Fund, AND FURTHER

THAT the North Red Deer Regional Wastewater Services Commission requests an extension of their statutory debt limit, as identified in the updated rate tables from the adopted Business Plan.



December 19/2016
Record of Electronic Correspondence
From: Robert Jenkins
To: Matthew Goudy, P.Eng

I have revised the financial model for NRD to reflect the terms of the funding agreement and the revised cost and cash flow estimate from Joel. Attached are revised relevant tables.

1. Funding Agreement based on Capital Cost estimate of \$71,839,700 - Table 4.2 reflects Schedule A of Funding Agreement. The earlier W4L Grant is shown separately from the Canada/Alberta funding.
2. Capital Cost Estimate Revised to \$73,031,631 – Table D1 which is drawn from Joel's revised Cash flow cost estimate.
3. Cash Flow Table 4.3 is based on Table D1 and reflects increased capital cost.
 - a. Timing is still completed by March 31, 2018.
 - b. Interim Grant anticipated from Alberta in 2017 Q1 based on costs to that point less earlier W4L Grant.
 - c. Remainder of Alberta funding assumed at the end of construction.
 - d. No funding anticipated from Canada until end of construction.
 - e. Maximum Total debt (Interim + long term) \$59.3 Million
 - f. Interim Financing cost estimated at \$1.378 Million at 3.45% (ATB Prime Rate + .75%)
 - g. Interim Financing Cost assumed to be 100% Commission
4. Debt Limit Extension – Table 4.7 – Short Term \$63 Million, Long Term \$8.4 Million
5. Annual Rate (Table 6.4) 2020 (All other things being equal) rises from \$2.07 / m3 in Oct Plan to \$2.09 / m3 with Commission assuming all interim borrowing costs.

**Table 4.1
North Red Deer Regional Wastewater System
Project Expense and Funding Summary**

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Total

Acquisition of Existing Member Assets

City of Lacombe	\$0
Town of Blackfalds	\$0

New Transmission System

NRD System Use Only Components

Lacombe Lift Station	\$8,961,073
Blackfalds Lift Station	\$11,179,902
Odor Management Facility (OMF)	\$4,485,664
Transmission Pipeline	
Red Deer Wastewater Treatment Plant to Blackfalds	\$11,524,894
Blackfalds to City of Lacombe	\$26,484,258
Subtotal NRD System Use Only Components	\$62,635,791

Joint Use Components

\$10,395,840

Total NRD System Use and Joint Use

\$73,031,631

Interim Borrowing Costs

\$1,378,725

Total System Development Expense

\$74,410,356

Funding

Canada / Alberta Funding Agreement

Canada Clean Water and Wastewater Fund - Grant #305138	
Alberta Water for Life Program - Grant 705089	
Blended Grant %	87.97%
Blended Grant	\$61,079,006

Government of Alberta

Water for Life Program Grant #	\$3,240,000
On Behalf of Sylvan Lake WW Commission	\$142,851

Total Canada / Alberta Funding

\$64,461,858

City of Red Deer

\$1,998,769

NRD Commission

Share of Grant Eligible Costs	\$6,571,006
Share of Interim Borrowing Costs	\$1,378,725
Total NRD Commission	\$7,949,731

\$74,410,357

Table 4.2
North Red Deer Regional Wastewater System
Canada and Alberta Funding Agreements
Allocation of Project Expense by Funding Source

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Cost	Federal / Provincial Grant Funding				Local Funding		
	Canada Clean Water and Wastewater Fund		Alberta Water for Life Program		North Red Deer	Sylvan Lake	City of Red Deer
	%	Amount	%	Amount			

2016 Water for Life Grant

Grant Number			
Detailed Design	\$3,600,000	90%	\$3,240,000
Total	\$3,600,000		\$3,240,000

Canada / Alberta Infrastructure Program

Grant Numbers	305138	705089
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North Red Deer Use Only Components

Land	\$3,000,000		90%	\$2,700,000	\$300,000
Construction	\$54,843,860	50%	\$27,421,930	40%	\$22,151,293
Total NRD Use Only Components	\$57,843,860			\$24,851,293	\$5,570,637

Joint Use Components

Section 2

North Red Deer	\$1,776,060	50%	\$888,030	40%	\$710,424	\$177,606
City of Red Deer	\$592,020	50%	\$296,010			\$296,010

Section 3 & 4

North Red Deer	\$1,636,223	50%	\$818,112	40%	\$654,489	\$163,622
Sylvan Lake	\$731,857	50%	\$365,929	40%	\$292,743	\$73,186
City of Red Deer	\$1,681,680	50%	\$840,840			\$840,840

Chamber No 1

North Red Deer	\$450,235	50%	\$225,118	40%	\$180,094	\$45,024
Sylvan Lake	\$201,383	50%	\$100,692	40%	\$80,553	\$20,138
City of Red Deer	\$388,382	50%	\$194,191			\$194,191

WWTP Tie-In

North Red Deer	\$783,913	50%	\$391,957	40%	\$313,565	\$78,391
Sylvan Lake	\$350,632	50%	\$175,316	40%	\$140,253	\$35,063
City of Red Deer	\$945,455	50%	\$472,728			\$472,728

Lower Connection

North Red Deer	\$323,364	50%	\$161,682	40%	\$129,346	\$32,336
Sylvan Lake	\$144,636	50%	\$72,318	40%	\$57,854	\$14,464
City of Red Deer	\$390,000	50%	\$195,000			\$195,000

Total Joint Use Components	\$10,395,840		\$5,197,920		\$2,559,321	\$496,980	\$142,851	\$1,998,769
Total Project	\$68,239,700		\$32,619,850		\$27,410,614	\$6,067,617	\$142,851	\$1,998,769

No Cost Capital Proportion

\$60,030,464

Government Share	87.97%
Sylvan Lake Regional WWC	0.21%
City of Red Deer	2.93%
	<u>91.11%</u>

Table 4.3
North Red Deer Regional Wastewater System
Transmission System - Cash Flow Requirements and Funding Sources (\$,000)

Index	2015				2016				2017				2018		Total
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	
Engineering Design															
Preliminary Design	\$0	\$156	\$156	\$156	\$156	\$156									\$780
Engineering Specialty Services	\$0	\$0	\$0	\$120	\$104	\$166	\$193	\$176	\$54	\$36	\$72	\$63	\$54		\$1,037
Total Engineering Design	\$0	\$156	\$156	\$276	\$260	\$322	\$193	\$176	\$54	\$36	\$72	\$63	\$54	\$0	\$1,817
Project Construction															
Contract 1 - Pipeline CRD WWTP to OMF			\$0	\$0	\$0	\$230	\$290	\$90	\$78	\$2,575	\$2,575	\$2,575	\$2,609	\$0	\$11,022
Contract 2 - Odor Management Facility			\$0	\$0	\$0	\$104	\$104	\$20	\$827	\$1,033	\$1,033	\$1,033	\$220	\$0	\$4,374
Contract 3 - Pipeline OMF to Blackfalds LS			\$0	\$0	\$0	\$565	\$565	\$108	\$1,817	\$1,817	\$1,817	\$1,817	\$1,847	\$0	\$10,353
Contract 4 - Blackfalds Lift Station			\$0	\$0	\$0	\$98	\$98	\$935	\$2,213	\$2,213	\$2,213	\$2,213	\$920	\$0	\$10,902
Contract 5 - Pipeline Blackfalds LS to Lacombe LS			\$0	\$0	\$0	\$0	\$920	\$920	\$281	\$7,088	\$5,906	\$5,906	\$4,803	\$0	\$25,825
Contract 6 - Lacombe Lift Station			\$0	\$0	\$0	\$0	\$93	\$93	\$1,737	\$1,697	\$1,697	\$1,697	\$1,725	\$0	\$8,738
	\$0	\$0	\$0	\$0	\$0	\$997	\$2,070	\$2,165	\$6,953	\$16,422	\$15,241	\$15,241	\$12,125	\$0	\$71,215
Total Design and Project Cost	\$0	\$156	\$156	\$276	\$260	\$1,319	\$2,262	\$2,341	\$7,007	\$16,458	\$15,313	\$15,304	\$12,179	\$0	\$73,032
Interim Borrowing Cost															\$1,379
Total Cost	\$0	\$156	\$156	\$276	\$260	\$1,319	\$2,262	\$2,341	\$7,007	\$16,458	\$15,313	\$15,304	\$12,179	\$1,379	\$74,410
Cumulative Cost		\$156	\$312	\$588	\$847	\$2,166	\$4,429	\$6,770	\$13,776	\$30,235	\$45,548	\$60,853	\$73,032	\$74,410	
Funding															
Government of Alberta															
Amount					\$3,240				\$8,879					\$19,153	\$31,272
Interim Borrowing Costs															\$0
Cumulative	\$0	\$0	\$0	\$0	\$3,240	\$3,240	\$3,240	\$3,240	\$12,119	\$12,119	\$12,119	\$12,119	\$12,119	\$31,272	
Government of Canada															
Amount														\$33,190	\$33,190
Cumulative	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$33,190	
City of Red Deer															
Commission Share													\$1,999		\$1,999
Interim Borrowing															
Amount		\$156	\$156	\$276	-\$588	\$1,200	\$2,500	\$0	\$14,600	\$13,000	\$13,000	\$12,000	-\$56,300		\$0
Cumulative		\$156	\$312	\$588	\$0	\$0	\$1,200	\$3,700	\$3,700	\$18,300	\$31,300	\$44,300	\$56,300	\$0	
Debenture Borrowing															
Amount									\$0	\$3,000				\$4,950	\$7,950
Cumulative									\$0	\$3,000	\$3,000	\$3,000	\$3,000	\$7,950	
Total Cumulative Debt		\$156	\$312	\$588	\$0	\$0	\$1,200	\$3,700	\$3,700	\$18,300	\$34,300	\$47,300	\$59,300	\$7,949	
Total Project Funding		\$156	\$156	\$276	\$2,652	\$0	\$1,200	\$2,500	\$8,879	\$14,600	\$16,000	\$14,999	\$12,000	\$992	\$74,410
Cumulative Funding		\$156	\$312	\$588	\$3,240	\$3,240	\$4,440	\$6,940	\$15,819	\$30,419	\$46,419	\$61,418	\$73,418	\$74,410	
Excess / Shortfall		\$0	\$0	\$0	\$2,392	\$1,073	\$11	\$170	\$2,042	\$184	\$870	\$565	\$386	\$0	
Interim Borrowing Costs (\$)															
Per Quarter		\$1,346	\$2,691	\$5,068	-\$3	-\$3	\$10,347	\$31,909	\$31,909	\$157,834	\$269,959	\$382,084	\$485,584	-\$3	\$1,378,725
Cumulative		\$1,346	\$4,037	\$9,105	\$9,102	\$9,099	\$19,446	\$51,355	\$83,265	\$241,099	\$511,059	\$893,143	\$1,378,728	\$1,378,725	

Table 4.4
North Red Deer Regional Wastewater System
Project Funding by Source

	Total Cost	Water for Life	Canada / Alberta	North Red Deer	City of Red Deer	Sylvan Lake RWWC
Costs Eligible for Canada and Alberta Funding	\$73,031,631	\$3,600,000	\$69,431,631			
Canada / Alberta Funding						
Funding %		90%	87.97%			
Alberta - Water for Life		\$3,240,000				
Alberta - Water for Life Grant #705089			\$27,889,391			
Canada - Clean Water and Wastewater Fund			\$33,189,615			
City of Red Deer					\$1,998,769	
Sylvan Lake Regional Wastewater Commission						\$142,851
North Red Deer Regional Wastewater Commission				\$6,571,006		
Total Eligible Costs and Funding	\$73,031,631	\$3,240,000	\$61,079,006	\$6,571,006	\$1,998,769	\$142,851
Ineligible Costs						
Acquisition of Existing Member Assets						
City of Lacombe	\$0			\$0		
Town of Blackfalds	\$0			\$0		
				\$0	\$0	\$0
Interim Financing				\$1,378,725		
Total Ineligible	\$0			\$1,378,725	\$0	\$0
Total Project	\$73,031,631	\$3,240,000	\$61,079,006	\$7,949,731	\$1,998,769	\$142,851

Table 4.5
North Red Deer Regional Wastewater System
Commission Funding Sources

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	Allocated Share of Net of Commission			Cash Contribution	Borrowing
	Max Dry Weather Day Flow (m3)	%	\$		
City of Lacombe	16,629	41.8%	\$3,324,409	\$0	\$3,324,409
Town of Blackfald:	16,571	41.7%	\$3,312,860	\$0	\$3,312,860
Lacombe County	6,565	16.5%	\$1,312,461	\$0	\$1,312,461
	39,764	100.0%	\$7,949,731	\$0	\$7,949,731

**Table 4.5
North Red Deer Regional Wastewater System
Debenture Borrowing Details**

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Debenture Borrowing

	Principal	Interest	Total to Repay
Borrowing No. 1 - Q3 2017	\$3,000,000	\$1,773,481	\$4,773,481
Borrowing No. 2 - Q2 2018	\$4,949,731	\$2,926,085	\$7,875,816
Total Borrowing	\$7,949,731	\$4,699,567	\$12,649,297

Annual Borrowing Costs

25 year Amortization, Semi-Annual Payments

Rate for Calculations	4.0%
Annual Payment Factor	0.06364642

Payments by Stage and Year

	2017	2018	2019	2020	2021	2022
Borrowing No. 1 - Q3 2017		\$190,939	\$190,939	\$190,939	\$190,939	\$190,939
Borrowing No. 2 - Q2 2018		\$157,516	\$315,033	\$315,033	\$315,033	\$315,033
				\$0	\$0	\$0
Total Annual Payment		\$348,456	\$505,972	\$505,972	\$505,972	\$505,972

Components of Annual Payment

Current Portion of Long Term Debt	\$130,170	\$195,121	\$203,004	\$211,206	\$219,738
Interest on Long Term Debt	\$218,285	\$310,851	\$302,968	\$294,766	\$286,234
	\$348,456	\$505,972	\$505,972	\$505,972	\$505,972

Allocation of Annual Payments Among Members based Capacity Share

City of Lacombe	41.8%	\$145,717	\$211,587	\$211,587	\$211,587	\$211,587
Town of Blackfalds	41.7%	\$145,211	\$210,852	\$210,852	\$210,852	\$210,852
Lacombe County	16.5%	\$57,528	\$83,533	\$83,533	\$83,533	\$83,533
	100.0%	\$348,456	\$505,972	\$505,972	\$505,972	\$505,972

Annual Payment Recovered from Rates

Proportion	0%	0%	0%	100%	100%	100%
Amount		\$0	\$0	\$505,972	\$505,972	\$505,972

Annual Payment Recovery from Members

City of Lacombe	\$145,717	\$211,587	\$0	\$0	\$0
Town of Blackfalds	\$145,211	\$210,852	\$0	\$0	\$0
Lacombe County	\$57,528	\$83,533	\$0	\$0	\$0
	\$348,456	\$505,972	\$0	\$0	\$0

Debenture Principal Balance and Year **\$3,000,000** **\$7,819,560** **\$7,624,439** **\$7,421,435** **\$7,210,229** **\$6,990,491**

Table 4.7
North Red Deer Regional Wastewater System
Debt Limit Extension

<u>Total Project Costs</u>	\$74,410,356
<u>Debt</u>	
Interim Borrowing	
Maximum Amount Borrowed During Construction	\$59,299,650
Long Term Borrowing	
Borrowing No. 1 - Q3 2017	\$3,000,000
Borrowing No. 2 - Q2 2018	\$4,949,731
Operating Line of Credit	\$250,000
Total Long Term Borrowing	\$8,199,731
Debt Limit Extension	
Interim Financing (To Expire 31 Dec 2019)	\$63,000,000
Long Term Borrowing	\$8,400,000
Long Term Debt as Factor of Annual Revenue	
2019 Annual Revenue	\$5,340,754
Debt as a a factor of Annual Revenue in 2019	1.5
Annual Debt Servicing Costs	
Annual Debt Payments	\$505,972
Annual Payments as % of 2019 Revenue	9%

Table 6.4
North Red Deer Regional Wastewater System
Rate Calculation - Cash Basis
2016 - 2020

Index	2016	2017	2018	2019	2020
Projected Annual Volume (Table 6.2)	-	-	1,616,778	2,527,432	2,665,395
Total Expenditure (Table 6.3.1)	\$0	\$0	\$3,009,846	\$4,741,887	\$5,664,964
Less: SR Station Revenue (Table E3)	\$0	\$0	(\$26,742)	(\$81,342)	(\$83,196)
Less: Other Revenue					
Net Expenditures and Surplus to be R	\$0	\$0	\$2,983,103	\$4,660,546	\$5,581,768
Rate Per M3 Required			\$1.85	\$1.84	\$2.09
Projected Rate Per M3	\$0.00	\$0.00	\$1.85	\$1.85	\$2.09
%Increase Year over Year				0.0%	13.2%
Rate Components					
Governance and Administration					\$0.03
Wastewater Treatment Services			\$1.18	\$1.23	\$1.28
O & M, Operating Reserves, Surplus			\$0.64	\$0.50	\$0.48
Capital Purposes			\$0.03	\$0.12	\$0.30
	\$0.00	\$0.00	\$1.85	\$1.85	\$2.09
Sales Revenue					
City of Lacombe	\$0	\$0	\$1,783,001	\$2,722,715	\$3,167,763
Town of Blackfalds	\$0	\$0	\$1,097,764	\$1,733,571	\$2,085,622
Lacombe County	\$0	\$0	\$110,275	\$219,464	\$328,383
Revenue raised from Rates	\$ -	\$ -	\$ 2,991,040	\$ 4,675,750	\$ 5,581,768

**Table D1
North Red Deer Regional Wastewater System
Capital Cost Estimates and Cash Flow Requirements**

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Task Name	Cost Oct 2017 (\$000)	Cost Dec 2017 (\$000)		2015				2016				2017			
				Q1 Jan-Mar	Q2 Apr-Jun	Q3 Jul-Sep	Q4 Oct-Dec	Q1 Jan-Mar	Q2 Apr-Jun	Q3 Jul-Sep	Q4 Oct-Dec	Q1 Jan-Mar	Q2 Apr-Jun	Q3 Jul-Sep	Q4 Oct-Dec
NRDRWSC Design - Preliminary Design															
Preliminary Design	\$780,000	\$780,000	pd	\$0	\$156,000	\$156,000	\$156,000	\$156,000	\$156,000	\$0	\$0	\$0	\$0	\$0	\$0
NRDRWSC Design - Specialty Services															
Legal Survey	\$290,000	\$290,000	l	\$0	\$0	\$0	\$36,250	\$36,250	\$36,250	\$36,250	\$36,250	\$0	\$0	\$36,250	\$36,250
Geotech	\$160,000	\$160,000	oc	\$0	\$0	\$0	\$32,000	\$16,000	\$32,000	\$32,000	\$48,000	\$0	\$0	\$0	\$0
Locators	\$40,000	\$40,000	oc	\$0	\$0	\$0	\$5,000	\$5,000	\$15,000	\$15,000	\$0	\$0	\$0	\$0	\$0
Utility Rate Analysis	\$7,000	\$7,000	oc	\$0	\$0	\$0	\$1,400	\$1,400	\$1,400	\$1,400	\$1,400	\$0	\$0	\$0	\$0
Land Acquisition	\$240,000	\$360,000	l	\$0	\$0	\$0	\$36,000	\$36,000	\$54,000	\$72,000	\$72,000	\$36,000	\$18,000	\$18,000	\$9,000
Environment	\$180,000	\$180,000	oc	\$0	\$0	\$0	\$9,000	\$9,000	\$27,000	\$36,000	\$18,000	\$18,000	\$18,000	\$18,000	\$18,000
	\$917,000	\$1,037,000		\$0	\$0	\$0	\$119,650	\$103,650	\$165,650	\$192,650	\$175,650	\$54,000	\$36,000	\$72,250	\$63,250
Contract 1 (CRD WWTP to OMF)															
Land Acquisition	\$400,000	\$400,000	l	\$0	\$0	\$0	\$0	\$0	\$200,000	\$200,000	\$0	\$0	\$0	\$0	\$0
Detailed Design (60% - June 2016; 90% - Aug 2016)	\$94,000	\$239,000	dd	\$0	\$0	\$0	\$0	\$0	\$29,875	\$89,625	\$89,625	\$29,875	\$0	\$0	\$0
Tender (Oct 2016)	\$20,000	\$48,408	et	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$48,408	\$0	\$0	\$0
Construction	\$3,220,000	\$2,571,881	c	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$642,970	\$642,970	\$642,970
Additional Work to Provide Oversizing	\$6,251,700	\$6,251,700	c										\$1,562,925	\$1,562,925	\$1,562,925
Lower Connection	\$858,000	\$858,000	c										\$214,500	\$214,500	\$214,500
Construction Services	\$220,000	\$619,621	cs	\$0					\$0	\$0	\$0	\$0	\$154,905	\$154,905	\$154,905
Post Construction	\$14,000	\$33,886	pc	\$0					\$0	\$0	\$0	\$0	\$0	\$0	\$0
	\$11,077,700	\$11,022,496		\$0	\$0	\$0	\$0	\$0	\$229,875	\$289,625	\$89,625	\$78,283	\$2,575,301	\$2,575,301	\$2,575,301
Contract 2 (OMF)															
Land Acquisition	\$100,000	\$100,000	l	\$0	\$0	\$0	\$0	\$0	\$50,000	\$50,000	\$0	\$0	\$0	\$0	\$0
Detailed Design (60% - June 2016; 90% - July 2016)	\$108,000	\$108,000	dd	\$0	\$0	\$0	\$0	\$0	\$54,000	\$54,000	\$0	\$0	\$0	\$0	\$0
Tender (Sept 2016)	\$24,000	\$19,605	et	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$19,605	\$0	\$0	\$0	\$0
Construction	\$4,715,000	\$3,921,000	c	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$784,200	\$980,250	\$980,250	\$980,250
Construction Services	\$255,000	\$211,734	cs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$42,347	\$52,934	\$52,934	\$52,934
Post Construction	\$17,000	\$13,724	pc	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	\$5,219,000	\$4,374,063		\$0	\$0	\$0	\$0	\$0	\$104,000	\$104,000	\$19,605	\$826,547	\$1,033,184	\$1,033,184	\$1,033,184
Contract 3 (OMF to Blackfalds LS)															
Land Acquisition	\$1,000,000	\$1,000,000	l	\$0	\$0	\$0	\$0	\$0	\$500,000	\$500,000	\$0	\$0	\$0	\$0	\$0
Detailed Design (60% - June 2016; 90% - Aug 2016)	\$196,000	\$196,000	dd	\$0	\$0	\$0	\$0	\$0	\$65,333	\$65,333	\$65,333	\$0	\$0	\$0	\$0
Tender (Oct 2016)	\$43,000	\$42,689	et	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$42,689	\$0	\$0	\$0	\$0
Construction	\$8,538,000	\$8,537,864	c	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,707,573	\$1,707,573	\$1,707,573	\$1,707,573
Construction Services	\$461,000	\$546,423	cs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$109,285	\$109,285	\$109,285	\$109,285
Post Construction	\$30,000	\$29,883	pc	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	\$10,268,000	\$10,352,859		\$0	\$0	\$0	\$0	\$0	\$565,333	\$565,333	\$108,023	\$1,816,857	\$1,816,857	\$1,816,857	\$1,816,857
Contract 4 (Blackfalds LS)															
Land Acquisition	\$0	\$0	l	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Detailed Design (60% - June 2016; 90% - July 2016)	\$195,000	\$196,000	dd	\$0	\$0	\$0	\$0	\$0	\$98,000	\$98,000	\$0	\$0	\$0	\$0	\$0
Tender (Sept 2016)	\$43,000	\$50,380	et	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,380	\$0	\$0	\$0	\$0
Construction	\$8,510,000	\$10,076,000	c	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$839,667	\$2,099,167	\$2,099,167	\$2,099,167	\$2,099,167

Table D1
North Red Deer Regional Wastewater System
Capital Cost Estimates and Cash Flow Requirements

[Index](#)

Task Name	Cost Oct 2017 (\$000)	Cost Dec 2017 (\$000)		2015				2016				2017			
				Q1 Jan-Mar	Q2 Apr-Jun	Q3 Jul-Sep	Q4 Oct-Dec	Q1 Jan-Mar	Q2 Apr-Jun	Q3 Jul-Sep	Q4 Oct-Dec	Q1 Jan-Mar	Q2 Apr-Jun	Q3 Jul-Sep	Q4 Oct-Dec
Construction Services	\$460,000	\$544,104	cs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$45,342	\$113,355	\$113,355	\$113,355	\$113,355
Post Construction	\$30,000	\$35,266	pc	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	\$9,238,000	\$10,901,750		\$0	\$0	\$0	\$0	\$0	\$98,000	\$98,000	\$935,389	\$2,212,522	\$2,212,522	\$2,212,522	\$2,212,522
Contract 5 (Blackfalds LS to Lacombe LS)															
Land Acquisition	\$1,500,000	\$1,500,000	l	\$0	\$0	\$0	\$0	\$0	\$0	\$750,000	\$750,000	\$0	\$0	\$0	\$0
Detailed Design (60% - Aug 2016; 90% - Oct 2016)	\$510,000	\$511,000	dd	\$0	\$0	\$0	\$0	\$0	\$0	\$170,333	\$170,333	\$170,333	\$0	\$0	\$0
Tender (Dec 2016)	\$110,000	\$111,023	et	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$111,023	\$0	\$0	\$0
Construction	\$22,205,000	\$22,204,512	c	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$6,661,354	\$5,551,128	\$5,551,128
Construction Services	\$1,199,000	\$1,421,089	cs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$426,327	\$355,272	\$355,272
Post Construction	\$78,000	\$77,716	pc	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	\$25,602,000	\$25,825,339		\$0	\$0	\$0	\$0	\$0	\$0	\$920,333	\$920,333	\$281,356	\$7,087,680	\$5,906,400	\$5,906,400
Contract 6 (Lacombe LS)															
Land Acquisition		\$0	l	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Detailed Design (60% - Aug 2016; 90% - Oct 2016)	\$185,000	\$185,000	dd	\$0	\$0	\$0	\$0	\$0	\$0	\$92,500	\$92,500	\$0	\$0	\$0	\$0
Tender (Dec 2016)	\$40,000	\$40,250	et	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$40,250	\$0	\$0	\$0
Construction	\$8,050,000	\$8,050,000	c	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,610,000	\$1,610,000	\$1,610,000	\$1,610,000
Construction Services	\$435,000	\$434,700	cs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$86,940	\$86,940	\$86,940	\$86,940
Post Construction	\$28,000	\$28,175	pc	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	\$8,738,000	\$8,738,125		\$0	\$0	\$0	\$0	\$0	\$0	\$92,500	\$92,500	\$1,737,190	\$1,696,940	\$1,696,940	\$1,696,940
Total Project	\$71,839,700	\$73,031,631		\$0	\$156,000	\$156,000	\$275,650	\$259,650	\$1,318,858	\$2,262,442	\$2,341,125	\$7,006,755	\$16,458,483	\$15,313,453	\$15,304,453

**Table D1
North Red Deer Regional Wastewater System
Capital Cost Estimates and Cash Flow Requirements**

[Index](#)

Task Name			2018				2019	Total (\$M)
	Cost Oct 2017 (\$000)	Cost Dec 2017 (\$000)	Q1 Jan-Mar	Q2 Apr-Jun	Q3 Jul-Sep	Q4 Oct-Dec	Q1 Jan-Mar	
NRDRWWSC Design - Preliminary Design								
Preliminary Design	\$780,000	\$780,000	\$0	\$0	\$0	\$0		\$780,000
NRDRWWSC Design - Specialty Services								
Legal Survey	\$290,000	\$290,000	\$36,250	\$0	\$0	\$0		\$290,000
Geotech	\$160,000	\$160,000	\$0	\$0	\$0	\$0		\$160,000
Locators	\$40,000	\$40,000	\$0	\$0	\$0	\$0		\$40,000
Utility Rate Analysis	\$7,000	\$7,000	\$0	\$0	\$0	\$0		\$7,000
Land Acquisition	\$240,000	\$360,000	\$9,000	\$0	\$0	\$0		\$360,000
Environment	\$180,000	\$180,000	\$9,000	\$0	\$0	\$0		\$180,000
	\$917,000	\$1,037,000	\$54,250	\$0	\$0	\$0	\$0	\$1,037,000.00
Contract 1 (CRD WWTP to OMF)								
Land Acquisition	\$400,000	\$400,000	\$0	\$0	\$0	\$0		\$400,000
Detailed Design (60% - June 2016; 90% - Aug 2016)	\$94,000	\$239,000	\$0	\$0	\$0	\$0		\$239,000
Tender (Oct 2016)	\$20,000	\$48,408	\$0	\$0	\$0	\$0		\$48,408
Construction	\$3,220,000	\$2,571,881	\$642,970	\$0	\$0	\$0		\$2,571,881
Additional Work to Provide Oversizing	\$6,251,700	\$6,251,700	\$1,562,925					\$6,251,700
Lower Connection	\$858,000	\$858,000	\$214,500					\$858,000
Construction Services	\$220,000	\$619,621	\$154,905	\$0	\$0	\$0		\$619,621
Post Construction	\$14,000	\$33,886	\$33,886	\$0	\$0	\$0		\$33,886
	\$11,077,700	\$11,022,496	\$2,609,186	\$0	\$0	\$0	\$0	\$11,022,496
Contract 2 (OMF)								
Land Acquisition	\$100,000	\$100,000	\$0	\$0	\$0	\$0		\$100,000
Detailed Design (60% - June 2016; 90% - July 2016)	\$108,000	\$108,000	\$0	\$0	\$0	\$0		\$108,000
Tender (Sept 2016)	\$24,000	\$19,605	\$0	\$0	\$0	\$0		\$19,605
Construction	\$4,715,000	\$3,921,000	\$196,050	\$0	\$0	\$0		\$3,921,000
Construction Services	\$255,000	\$211,734	\$10,587	\$0	\$0	\$0		\$211,734
Post Construction	\$17,000	\$13,724	\$13,724	\$0	\$0	\$0		\$13,724
	\$5,219,000	\$4,374,063	\$220,360	\$0	\$0	\$0	\$0	\$4,374,063
Contract 3 (OMF to Blackfalds LS)								
Land Acquisition	\$1,000,000	\$1,000,000	\$0	\$0	\$0	\$0		\$1,000,000
Detailed Design (60% - June 2016; 90% - Aug 2016)	\$196,000	\$196,000	\$0	\$0	\$0	\$0		\$196,000
Tender (Oct 2016)	\$43,000	\$42,689	\$0	\$0	\$0	\$0		\$42,689
Construction	\$8,538,000	\$8,537,864	\$1,707,573	\$0	\$0	\$0		\$8,537,864
Construction Services	\$461,000	\$546,423	\$109,285	\$0	\$0	\$0		\$546,423
Post Construction	\$30,000	\$29,883	\$29,883	\$0	\$0	\$0		\$29,883
	\$10,268,000	\$10,352,859	\$1,846,740	\$0	\$0	\$0	\$0	\$10,352,859
Contract 4 (Blackfalds LS)								
Land Acquisition	\$0	\$0	\$0	\$0	\$0	\$0		\$0
Detailed Design (60% - June 2016; 90% - July 2016)	\$195,000	\$196,000	\$0	\$0	\$0	\$0		\$196,000
Tender (Sept 2016)	\$43,000	\$50,380	\$0	\$0	\$0	\$0		\$50,380
Construction	\$8,510,000	\$10,076,000	\$839,667	\$0	\$0	\$0		\$10,076,000

Table D1
North Red Deer Regional Wastewater System
Capital Cost Estimates and Cash Flow Requirements

[Index](#)

Task Name			2018				2019	Total (\$M)
	Cost Oct 2017 (\$000)	Cost Dec 2017 (\$000)	Q1 Jan-Mar	Q2 Apr-Jun	Q3 Jul-Sep	Q4 Oct-Dec	Q1 Jan-Mar	
Construction Services	\$460,000	\$544,104	\$45,342	\$0	\$0	\$0		\$544,104
Post Construction	\$30,000	\$35,266	\$35,266	\$0	\$0	\$0		\$35,266
	\$9,238,000	\$10,901,750	\$920,275	\$0	\$0	\$0	\$0	\$10,901,750
Contract 5 (Blackfalds LS to Lacombe LS)								
Land Acquisition	\$1,500,000	\$1,500,000	\$0	\$0	\$0	\$0		\$1,500,000
Detailed Design (60% - Aug 2016; 90% - Oct 2016)	\$510,000	\$511,000	\$0	\$0	\$0	\$0		\$511,000
Tender (Dec 2016)	\$110,000	\$111,023	\$0	\$0	\$0	\$0		\$111,023
Construction	\$22,205,000	\$22,204,512	\$4,440,902	\$0	\$0	\$0		\$22,204,512
Construction Services	\$1,199,000	\$1,421,089	\$284,218	\$0	\$0	\$0		\$1,421,089
Post Construction	\$78,000	\$77,716	\$77,716	\$0	\$0	\$0		\$77,716
	\$25,602,000	\$25,825,339	\$4,802,836	\$0	\$0	\$0	\$0	\$25,825,339
Contract 6 (Lacombe LS)								
Land Acquisition		\$0	\$0	\$0	\$0	\$0		\$0
Detailed Design (60% - Aug 2016; 90% - Oct 2016)	\$185,000	\$185,000	\$0	\$0	\$0	\$0		\$185,000
Tender (Dec 2016)	\$40,000	\$40,250	\$0	\$0	\$0	\$0		\$40,250
Construction	\$8,050,000	\$8,050,000	\$1,610,000	\$0	\$0	\$0		\$8,050,000
Construction Services	\$435,000	\$434,700	\$86,940	\$0	\$0	\$0		\$434,700
Post Construction	\$28,000	\$28,175	\$28,175	\$0	\$0	\$0		\$28,175
	\$8,738,000	\$8,738,125	\$1,725,115	\$0	\$0	\$0	\$0	\$8,738,125
Total Project	\$71,839,700	\$73,031,631	\$12,178,762	\$0	\$0	\$0	\$0	\$73,031,631

Table D2
North Red Deer Regional Wastewater System
Land Related Costs

Index		
Preliminary		Allocated to Contracts
Survey	\$290,000	
Initial Approach to Owners	\$360,000	
	<u>\$650,000</u>	
Stage 1		
Contract 1 (CRD WWTP to OMF)	\$400,000	\$486,667
Contract 2 (OMF)	\$100,000	\$121,667
Contract 3 (OMF to Blackfalds LS)	\$1,000,000	\$1,216,667
Contract 4 (Blackfalds LS)	\$0	\$0
Contract 5 (Blackfalds LS to Lacombe LS)	\$1,500,000	\$1,825,000
Contract 6 (Lacombe LS)	\$0	\$0
	<u>\$3,000,000</u>	<u>\$3,650,000</u>
	<u>\$3,650,000</u>	<u>\$3,650,000</u>

Table D3
North Red Deer Regional Wastewater System
Project Expense Breakdown

[Index](#)

Cost by Type

Engineering and Other Non - Construction Costs

Engineering - Preliminary Design	\$780,000
Engineering - Detailed Design	\$1,435,000
Engineering - Tender	\$312,355
Specialty Services	\$387,000
Post Construction	\$218,648

Sub-total Engineering and Other Costs \$3,133,003

Land \$3,650,000

Construction

Construction	\$62,470,957
Construction Services	\$3,777,671

Total Construction \$66,248,628

Total Project Cost \$73,031,631

Cost by Facility

	Construction Related	Preliminary Design	Specialty Services	Total
Contract 1 (CRD WWTP to OMF)	\$11,022,496	\$120,727	\$160,505	\$11,303,728
Contract 2 (OMF)	\$4,374,063	\$47,908	\$63,693	\$4,485,664
Contract 3 (OMF to Blackfalds LS)	\$10,352,859	\$113,393	\$150,754	\$10,617,006
Contract 4 (Blackfalds LS)	\$10,901,750	\$119,405	\$158,747	\$11,179,902
Contract 5 (Blackfalds LS to Lacombe LS)	\$25,825,339	\$282,860	\$376,059	\$26,484,258
Contract 6 (Lacombe LS)	\$8,738,125	\$95,707	\$127,241	\$8,961,073
	<u>\$71,214,631</u>	<u>\$780,000</u>	<u>\$1,037,000</u>	<u>\$73,031,631</u>

Tangible Capital Asset Breakdown					
	Land	Pipeline	Building	Equipment	Total
Contract 1 (CRD WWTP to OMF)	\$486,667	\$10,817,061			\$11,303,728
Contract 2 (OMF)	\$121,667		\$3,000,000	\$1,363,998	\$4,485,664
Contract 3 (OMF to Blackfalds LS)	\$1,216,667	\$9,400,339			\$10,617,006
Contract 4 (Blackfalds LS)	\$0		\$3,000,000	\$8,179,902	\$11,179,902
Contract 5 (Blackfalds LS to Lacombe LS)	\$1,825,000	\$24,659,258			\$26,484,258
Contract 6 (Lacombe LS)	\$0		\$3,000,000	\$5,961,073	\$8,961,073
	<u>\$3,650,000</u>	<u>\$44,876,659</u>	<u>\$9,000,000</u>	<u>\$15,504,973</u>	<u>\$73,031,631</u>

Memorandum of Agreement

Between

Alberta Transportation

and

**North Red Deer Regional Wastewater
Services Commission**

For

Water for Life Program

And

Clean Water and Wastewater Fund

MEMORANDUM OF AGREEMENT made as of the _____ of _____, 2016

BETWEEN:

HER MAJESTY THE QUEEN,

in right of Alberta, as represented by Alberta Transportation
("Alberta")

-and-

North Red Deer Regional Wastewater Services Commission

in the Province of Alberta (the "Municipality")

WHEREAS, the Municipality has proposed the **Lacombe/Blackfalds Regional Wastewater Line** and the schedule of costs for the project is set out in **Schedule "A"** (the "Project"); and

WHEREAS, the Project has been approved for a federal contribution by Her Majesty the Queen in Right of Canada, as represented by the Minister of Infrastructure, Communities and Intergovernmental Affairs ("Canada");

WHEREAS, Alberta is responsible for the program entitled Water for Life ("W4L") and wishes to provide funding support for approved water and wastewater projects in the Province;

WHEREAS, Canada is responsible for the Program entitled the Clean Water and Wastewater Fund (hereafter "CWWF") and wishes to provide financial support for approved clean drinking water, and water and wastewater projects in the Province;

WHEREAS, Alberta has agreed to provide a cost shared funding towards projects that are approved to be funded under the CWWF and W4L to eligible smaller municipalities to assist in the construction of municipal water supply and treatment, and wastewater treatment and disposal facilities.

WHEREAS, Alberta agrees this Project is beneficial to both the Municipality, and within the intent of CWWF and W4L;

WHEREAS, under the *Government Organization Act R.S.A. 2000 Chapter G-10, section 13*, and the Transportation Grants Regulations passed pursuant to the Act, Alberta may enter into grant agreements;

WHEREAS Alberta and Canada have agreed to contribute funding to be used only for the Eligible Expenditures incurred on the Project; and

WHEREAS pursuant to this Agreement Alberta will contribute on behalf of itself and Canada a cost sharing grant towards the Eligible Expenditures for the Project, and the Municipality will accept and use these funds in accordance with the terms and conditions contained in this Agreement;

NOW THEREFORE in consideration of the mutual terms and conditions hereinafter specified, Alberta and the Municipality agree as follows:

1. In addition to the terms and conditions defined in the recitals and elsewhere in this Agreement, a capitalized term has the meaning given to it in this section.

"Agreement" means this funding agreement including the recitals and all its schedules, as may be amended from time to time.

"Agreement End Date" means March 31, 2020.

"Asset" means any real or personal property or immovable or movable asset, acquired, constructed, purchased, rehabilitated or improved, in whole or in part, with funds provided by Canada or Alberta under the terms and conditions of this Agreement.

"Communications Activities" include, but are not limited to, public or media events or ceremonies including key milestone events, news releases, reports, web and social media products or postings, blogs, news conferences, public notices, physical and digital signs, publications, success stories and vignettes, photos, videos, multi-media content, advertising campaigns, awareness campaigns, editorials, multi-media products and all related communication materials.

"Effective Date" means the date filled in by Alberta on the first page of this Agreement.

"Eligible Expenditures" mean those costs of a Project incurred and eligible for payment as set out in Schedule "B".

"Fiscal Year" means the period beginning April 1 of a year and ending March 31 the following year.

"Joint Communications" are events, news releases, and signage that relate to the promotion of the CWWF program, W4L program as it relates to the Project and/or the Project and are collaboratively developed and approved by Canada, Alberta and the Municipality, and are not operational in nature.

"Oversight Committee" means the committee established by Alberta and Canada to monitor the bilateral agreement between Alberta and Canada for the CWWF and who may recommend amendments to the bilateral agreement which may affect this Agreement.

"Project Incrementality" means a Project that would not otherwise have been undertaken in 2016-17 or 2017-18 and/or a Project that would not have been undertaken without federal funding.

"Project Complete" means the point when a Project can be used for the purpose for which it was intended, all required reports have been received by Alberta from the Municipality and submitted by Alberta to Canada and final payment under the CWWF has been made.

"Total Project Costs" means total Project funding from all sources, including funding from federal, provincial, territorial, and municipal sources, private sources and in-kind contributions.

2. This Agreement will be effective as of the Effective Date and will terminate on the Agreement End Date.

3. The following schedules are attached to, and form part of this Agreement:

- Schedule A: Schedule of Costs
- Schedule B: Schedule of Payment and Eligible Expenses
- Schedule C: Reporting
- Schedule D: Communications Protocol

4. 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 Alberta;
- d) That when undertaking the construction on a Contract basis, the Municipality shall invite tenders and award to the lowest compliant bidder; and where the Municipality decides that any tender other than the low tender be accepted, the Municipality shall submit to Alberta for its information respecting such awarding, together with details of all tenders received;
- 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 to promptly 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;
 - h) To invest all funds (in excess of current expenditures) advanced pursuant to this Agreement, 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 Alberta, copies, certified in a manner satisfactory to the Minister, of any documents that Alberta may deem necessary for the purpose of this Agreement,
 - j) To submit to the Province for its written approval any costs incurred above those listed in Schedule "A" and for items not listed in Schedule "B" for which the municipality is requesting funding, before such costs are incurred,
 - k) To maintain the completed works at the municipality's own expense.
5. The Municipality will comply with all applicable laws and regulations including environmental laws and obligations to consult and, where appropriate, accommodate Aboriginal groups (also referred to as Indigenous Peoples) in the performance of the Project activities. This includes, but is not limited to, the *Agreement on Internal Trade (AIT)*, and the *New West Partnership Trade Agreement (NWPTA)*.
6. Alberta agrees to provide on behalf of itself and Canada a cost-sharing grant up to a maximum as listed in Schedule "A" paid as set out in Schedule "B" to be used for Eligible Expenditures incurred by the Municipality for the Project, and the Municipality will accept and use these funds in accordance with the terms and conditions contained in the Agreement. The Municipality acknowledges and agrees that payments under this Agreement are subject to the following:
- a) The appropriation of funds by the Legislature sufficient to provide Alberta's share of the funding under this Agreement;
 - b) The appropriation of funds by Parliament of Canada sufficient to provide the Canada's share of the funding under this Agreement;
 - c) The Municipality claiming Eligible Expenses incurred in a diligent and a timely manner and submitting all information and proof to support the claims as requested by Alberta;
 - d) That the Project continues to meet the definition for Project Incrementality;

- e) Canada's share of the funding is not intended to replace or displace existing sources of funding for the Municipality's expenditures on the Project so the Municipality is required to attest that expenditures on the Project result in incremental spending;
- f) If the Municipality wants to make any changes or modifications to the Project the Municipality must make a request to Alberta and provide all information as set out in Schedule C and any additional information Alberta or Canada or both requires and the Municipality cannot proceed with the changes or modification to the Project until the Municipality receives approval from Alberta or Canada or both;
- g) The Municipality submitting progress reports to Alberta four (4) times annually on **January 30, April 30, July 31, and October 31**, including the information in **Schedule C**, cash flow estimates, indicating expenditures to date and projected final project costs at completion and an attestation in a format acceptable to Alberta, signed by a delegated senior financial official, that Eligible Expenditures have been incurred and that expenditures on the Project result in incremental spending; and that the accounting of the same has been performed in a manner that complies with the intent and meaning of this Agreement,
- h) To submit a final claim of statement for costs incurred between **April 1, 2016 and March 31, 2018** except where approval has been received for a project completion date beyond **March 31, 2018**. For those projects only, costs incurred between **April 1, 2016 and March 31, 2019**. The final claim shall include copies of documents relating to: **contract progress certificates, engineering invoices, land easement/purchase costs and any other expenditures being claimed for W4L and CWWF funding**.
- i) Alberta may retain a portion of its contribution. Any amount retained will be released when all obligations under this Agreement are fulfilled.
- j) Neither Canada nor Alberta will pay interest for failing to make a payment under this Agreement;
- k) Canada will not pay Alberta any amount to Alberta for this Project until:
 - i. the requirements for Environmental Assessment and Consultations with Aboriginal Groups (also referred to as Indigenous Peoples), if applicable, are, in Canada's opinion, satisfied to the extent possible at the date the claim is submitted to Canada; and
 - ii. all reports as required under Schedule C (Reporting) are received from Alberta and accepted by Canada;
- l) Canada will make payments to Alberta no later than **March 31**, of the year following the Fiscal Year in which the Eligible Expenditures were incurred;

- m) Canada will make the final payment under CWWF to Alberta no later than **October 31, 2019** so all Eligible Expenditures must be incurred and final reporting sent by Alberta and received by Canada by **October 1, 2019**;
 - n) The maximum federal funding to a Project, from all federal sources, will not exceed one half (50%) of the total Eligible Expenditures for that Project. If the Canada's total contribution towards a Project exceeds fifty percent (50%) of that Project's total Eligible Expenditures or if the Total Project Costs received or due in respect of the total Project costs exceeds one hundred per cent (100%) thereof, Canada may recover the excess from Alberta and Alberta may recover the excess from the Municipality; and
 - o) The latest completion date for work undertaken under this Agreement is March 31, 2018, unless written approval is received by Alberta and Canada for an extension.
7. In the event that the Eligible Expenditures incurred for the Project exceed the maximum contribution amounts indicated in Schedule "A", the Municipality is fully responsible for the full amount of any increase to these costs, and there will be no additional shared costs from Alberta or Canada in the case of cost overruns. Alberta may consider contributing additional funding from W4L for justifiable cost overruns.
8. The Municipality accepts the funds granted conditionally by Alberta on the following additional terms and conditions:
- a) Alberta will conduct audits as required under the audit plans approved by the Oversight Committee. The audit plan will cover the term of the Bilateral Agreement and up to two years after the Bilateral Agreement end date.
 - b) Alberta will conduct audits and provide Canada with all relevant audit reports and will require that prompt and timely corrective action is taken in response to any audit findings and recommendations conducted in accordance with the Bilateral Agreement. Alberta will submit to Canada in a timely manner, a report on follow-up actions taken to address recommendations and results of the audit.
 - c) Canada reserves the right to undertake any audit in relation to the Bilateral Agreement and the CWWF funds at its expense. The timing and scope of such audits will be determined in collaboration with Alberta via the Oversight Committee and will be carried out by external independent auditors. In the event where Canada does undertake an audit, it will provide Alberta reasonable notice.
 - d) The Municipality must maintain proper and accurate financial accounts and records, including but not limited to its contracts, invoices, statements, receipts, and vouchers, in respect of a Project for at least six (6) years after the termination of this Agreement and will provide Alberta and its designated representatives with copies or reasonable and timely access to documentation for the purposes of audit and ensuring compliance with this Agreement and to take copies and extracts of them.

- e) All accounting terms will have the meanings assigned to them, all calculations will be made and all financial data to be submitted will be prepared, in accordance with the Public Sector Accounting Standards in effect in Canada.
9. The Municipality shall use the funds paid to it under this Agreement in accordance with this Agreement and only for the purposes and Eligible Expenditures of the Project and the Municipality shall not use the funds for any other purpose without the prior written consent of Alberta.
 10. The Municipality agrees it is not entitled to claim compensation for its costs, expenses, inconvenience or time expended in relation to the administration of the funds advanced conditionally under this Agreement nor in respect to this Agreement.
 11. The Municipality acknowledges that this Agreement and all reports and other records submitted to Alberta will be subject to the access and disclosure provisions of the Freedom of Information and Protection of Privacy Act and that Alberta may provide copies of these to Canada and these may be disclosed if Canada receives an access request under the Federal Privacy Laws.
 12. Subject to any applicable laws, the Municipality shall allow Alberta or Canada access to or provide copies to Alberta or Canada of any data or information acquired, collected or produced under this Agreement.
 13. The Municipality shall provide to Alberta and Alberta may provide to Canada the following information:
 - a) A description of the accomplishments made relative to the goals as identified in Schedule C ; and
 - b) Other information as required by Canada.
 14. For federal funding contributions under CWWF, the Municipality must submit to Alberta within six (6) months of completion of the Project or on or before **August 1, 2019**, whichever is the earlier:
 - a) A final project report, and a final outcomes report both as set out in **Schedule C**; and
 - b) The final accounting for the Project CWWF,
 15. Unless otherwise agreed to by Alberta and Canada, the Municipality must retain title to and ownership of an Asset for five (5) years after the Agreement End Date.

- a) If at any time within five (5) years from the Agreement End Date for a Project, the Municipality sells, leases, or otherwise disposes of, directly or indirectly, any Asset purchased, acquired, constructed, rehabilitated or renovated, in whole or in part, under this Agreement, other than to Canada, Alberta a local government, or with Canada's consent, the Municipality may be required to reimburse Canada, via Alberta, any CWWF funds provided by Canada via Alberta for the Project.
16. The Municipality agrees to participate in public communications activities, including public announcements, official Project openings, the placement of Project cost-sharing signs, Project or recognition plaques, or other such activities as requested by Alberta or Canada and must comply with the Communications Protocol attached as **Schedule "D"**.
17. In the event the Municipality breaches any provision of this Agreement, the Municipality must repay all or a portion of the payments made to the Municipality by Alberta for Alberta's or Canada's contribution under this Agreement.
18. The Municipality will at all times indemnify and save harmless Canada and Alberta, their respective officers, servants, employees or agents, from and against all actions, whether in contract, tort or otherwise, claims and demands, losses, costs, damages, suits or other proceedings by whomsoever brought or prosecuted in any manner based upon or occasioned by any injury to persons, damage to or loss or destruction of property, economic loss or infringement of rights caused by, in connection with or arising directly or indirectly from this Agreement, or the Project, except to the extent to which such actions, claims, demands, losses, costs, damages, suits or other proceedings relate to the negligence or breach of the Agreement by an officer, servant, employee or agent of Alberta in the performance of his or her duties.
19. The Municipality shall allow Canada, Alberta and/or their agents or representatives, access to the following:
 - a) Project site;
 - b) Any engineering drawings or documents pertaining to the Project;
 - c) Any books of accounts relating to expenditures claimed under this Agreement; and
 - d) Any other such Project related documents as deemed necessary by Alberta or Canada in performing an audit of the Project undertaken under this Agreement.

20. Any notice, demand, or other document required or permitted to be given under the terms of this Agreement, shall be sufficiently given to the party to whom it is addressed, if delivered or forwarded by registered mail to:

Assistant Deputy Minister

Delivery Services
Alberta Transportation
2nd floor, 4999 – 98 Avenue
Edmonton, AB T6H 2X3

Concurrently with a copy to: **Mr. Barry Pape**
Alberta Transportation
4999-98 Avenue
Edmonton, Alberta T6B 2X3
Fax: 780-427-0783

Or to the Municipality at: **Mr. Steve Christie**
Chairperson
North Red Deer Regional Wastewater
Services Commission
5432 – 56 Ave.
Lacombe, AB T4L 1E9

Concurrently with a copy to: **Mr. Matthew Goudy**
Commission Manager
North Red Deer Regional Wastewater
Services Commission
5432 – 56 Ave.
Lacombe, AB T4L 1E9

21. The relationship of Alberta to the Municipality is Alberta contributing funding on its and Canada's behalf towards the Municipality's Eligible Expenditures. Nothing in this Agreement makes, or shall be construed to make, the Municipality or any of its employees, agents or volunteers an agent of Alberta. Nothing in this Agreement creates, or shall be construed to create an employer-employee relationship, a joint venture, or a partnership between Alberta and the Municipality or any of its employees, agents or volunteers.

The Parties acknowledge that Canada's role in the Project is limited to making a financial contribution to Alberta for the Project and that Canada will have no involvement in the implementation of the Project or its operation. Canada is neither a decision-maker nor an administrator to the Project.

22. Alberta and the Municipality shall both:
- a) Ensure that their employees comply with the provisions of this Agreement; and
 - b) Contract with their agents to comply with this Agreement.

23. Each party will perform the acts, execute and deliver the writings, do all such things and give the assurances necessary to give full effect to this Agreement.
24. The Municipality shall not assign, transfer or dispose of this Agreement or any of the rights and privileges conferred hereby without first obtaining the written consent of Alberta. Any attempt by the Municipality to assign any of the rights, duties or obligations of this Agreement without Alberta's express written consent is void.
25. The rights, remedies and privileges of Alberta under this Agreement are cumulative and any one or more may be exercised.
26. No waiver of any breach of a covenant or provision of this Agreement shall take effect or be binding upon a party unless it is expressed in writing. A waiver by a party of any breach shall not limit or affect that party's rights with respect to any other or future breach.
27. The parties shall not change this Agreement except by mutual consent and by written agreement.
28. This Agreement shall be interpreted and applied according to the laws in force, in the Province of Alberta.
29. In this Agreement, words in the singular include the plural and words in the plural include the singular.
30. This Agreement may be executed in any number of counterparts, each of which when executed and delivered is an original but all of which taken together shall constitute one and the same instrument. This Agreement may be executed and delivered by facsimile transmission or an original by courier or sent to any party hereto.
31. This Agreement shall endure to the benefit of and be binding to the parties hereto and their successors and assigns.
32. This Agreement embodies the entire Agreement between Alberta and the Municipality. All documents, negotiations, provisions, undertakings or agreements concerning the subject of this Agreement become null and void from the Effective Date of this Agreement. No representation or warranty express, implied or otherwise, is made by Alberta to the Municipality, except as expressly set out in this Agreement.
33. The Parties' rights and obligations, which by their nature, extend beyond the termination of this Agreement, will survive any termination of this Agreement.
34. If for any reason a provision of this Agreement that is not a fundamental term of this Agreement between the Parties is found to be or becomes invalid or unenforceable, in whole or in part, and if both Parties agree, it will be deemed to be severable and will be deleted from this Agreement, but all the other terms and conditions of this Agreement will continue to be valid and enforceable.

WITNESS WHEREOF this Agreement has been duly executed by the parties hereto as of the date first above written.

SIGNED ON BEHALF OF

Alberta  Transportation

SIGNED ON BEHALF OF

North Red Deer Regional Wastewater
Services Commission
as represented by the Chairperson

Authorized Department Official

Chairperson

Witness

Clerk (seal)

Date Signed

Date Signed

Schedule A

“Schedule of Costs”

Grant Programs: W4L, CWWF

Municipality	North Red Deer Regional Wastewater Services Commission	
Project Name	Lacombe/Blackfalds Regional Wastewater Line	
Grant Number	W4L	705089
	CWWF	305138

Financial Information	
W4L Estimated Project Cost (Total)	\$68,239,700
CWWF Ineligible Cost and/or Interest (Less)	\$ 3,000,000
CWWF Estimated Eligible Project Cost (Total)	\$65,239,700
Engineering (Eligible Cost Only)	N/A
Other (Please Specify)	N/A
Water for Life (40.17%)	\$27,410,614
CWWF Eligible Costs = 50%	\$32,619,850
Municipality Share (12.03%)	\$ 8,209,236
W4L/CWWF Grant Percent (Blended)	87.97%

Schedule “B”

Schedule of Payments and Eligible Expenses

1. Alberta hereby agrees to contribute its share of the grant funding with respect to the Project, subject to the provisions in the Agreement and paid as follows:
 - a) An initial payment prior to March 31, 2017 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 (1) and (a) above, upon identifying available budget funds in any fiscal year, Alberta may issue at its discretion, any payments, including advance payments and/or payment in full.

2. **Eligible Expenditures for Payment by Canada and Alberta under the CWWF and W4L**

Eligible Expenditures include the following:

- a) All costs considered by Canada to be direct and necessary for the successful implementation of an approved eligible project, excluding those identified below under Section 4 – Ineligible Costs;
- b) Costs of consultation, and if appropriate, accommodation with Aboriginal groups (also referred to as “indigenous Peoples”); and
- c) Costs incurred between April 1 2016 and March 31, 2016 except where Canada has approved a Project completion date beyond March 31, 2018. For those projects only, costs incurred between April 1, 2016 and March 31, 2019;

3. **Ineligible Costs for Payment by Canada and Alberta under the CWWF**

Ineligible Costs include the following:

- a) Costs incurred prior to April 1, 2016 and costs incurred after March 31, 2018 except where Canada has approved a Project completion date beyond March 31, 2018. For those Projects only, costs incurred prior to April 1, 2016 and after March 31, 2019;
- b) Costs incurred for cancelled Projects;

- c) Land acquisition; leasing land, buildings and other facilities; leasing equipment other than equipment directly related to the construction of the project; real estate fees and related costs;
- d) Financing charges, legal fees and loan interest payments, including those related to easements (e.g. surveys);
- e) Any goods and services costs which are received through donations or in kind;
- f) Provincial Sales Tax and Goods and Services Tax/Harmonized Sales Tax, for which the Municipality is eligible for a rebate, and any other costs eligible for rebates; and
- g) Costs associated with operating expenses and regularly scheduled maintenance work.

4. Ineligible Costs for Payment by Alberta under the W4L

Ineligible Costs include the following:

- a) Costs incurred prior to April 1, 2016 and costs incurred after March 31, 2018 except where Canada has approved a Project completion date beyond March 31, 2018. For those Projects only, costs incurred prior to April 1, 2016 and after March 31, 2019;
 - b) Costs incurred for cancelled Projects;
 - c) Financing charges, legal fees and loan interest payments, including those related to easements (e.g. surveys);
 - d) Any goods and services costs which are received through donations or in kind;
 - e) Provincial sales tax and Goods and Services Tax/Harmonized Sales Tax, for which the Municipality is eligible for a rebate, and any other costs eligible for rebates; and
 - f) Costs associated with operating expenses and regularly scheduled maintenance work.
-

Schedule “C”

Reporting

1. Project Progress Report

On a semi-annual basis, the Municipality will provide to Alberta and Alberta will provide to Canada a progress report that will include the following information:

Project Information	
Funding Program	
Unique Project Id (<i>Grant No.</i>)	
Ultimate Recipient Legal Name	
Project Title	
Project Description	
Financial Information	
Total Project Cost	\$
Total Eligible Cost	\$
Eligible Expenditures	
Program Contribution	\$
Other Federal Contributions	\$
Provincial Contribution	\$
Municipal Contribution	\$
Other Contribution <i>(Must include details on any other sources of Federal Funding)</i>	\$
Progress Information	
Federal Signage Installed	(Y/N)
Forecasted Start Date	(YYYY/MM/DD)
Forecasted End Date	(YYYY/MM/DD)
Actual Start Date	(YYYY/MM/DD)
Actual End Date	(YYYY/MM/DD)
Project Complete	(Y/N)
Progress Status Note	
Risk Assessment	
Risk Factors	
Mitigation Measures	

2. Outcomes Progress Report

The Municipality will provide to Alberta and Alberta will provide to Canada relevant baseline data for the relevant performance indicators identified below at the beginning of this Agreement, on Alberta's request throughout this Agreement and when Project Complete.

Outcome	CWWF Performance Indicator
Improved Reliability	Average % decrease in unplanned service interruptions per month (not related to weather)
	Average % decrease in volume of water leakage and/or infiltration that can be attributed to funded investments
Improved Efficiency	Total estimated kilowatt-hours saved as a result of funded investments
	Average Life Cycle Cost of applicable water treatment systems after construction
	Average Life Cycle Cost of applicable wastewater treatment and stormwater systems after construction
Improved Rehabilitation	Percentage of assets that have increased their physical condition rating (as per reporting guideline) as a result of funding
	Average number of years of useful life remaining on applicable wastewater treatment and collection components, extended as a result of funded investments
	Average number of years of useful life remaining on applicable storm water components, extended as a result of funded investments
	Average number of years of useful life remaining on applicable water treatment and distribution components, extended as a result of funded investments
Funded Plans Being Implemented	Number of funded water treatment plans and studies that have resulted in identified capital projects that are either included in capital planning documents with associated funding or that are in the process of being implemented
	Number of funded wastewater plans and studies that have resulted in identified capital projects that are either included in capital planning documents with associated funding or that are in the process of being implemented
Safer Drinking Water	Number of water treatment facilities that have improved water quality as a result of funded investments
	Number of drinking water systems that have eliminated boil water advisory as a result of funded investments
	Number of water treatment systems that have met or exceeded applicable regulations and guidelines as a result of funding

Outcome	CWWF Performance Indicator
Cleaner Wastewater and Stormwater	Number of applicable wastewater systems by treatment level (no treatment, Primary, Secondary, Tertiary) after end of construction
	Number of systems that have improved the quality of wastewater effluent or storm water discharge as a result of funded investments
	Number of wastewater systems that have met or exceeded applicable regulations and guidelines as a result of funding.
	Total estimated kilowatt-hours saved as a result of funded investments
Projects are Incremental	Total value of capital expenditures for water and wastewater system projects for year 2016 (to be reported on at final report)
	Total value of capital expenditures for water and wastewater system projects for year 2017 (to be reported on at final report)

3. Final Project Report

The Municipality will provide to Alberta and Alberta will provide to Canada a final report will include the following:

- a) All information required under 1 (Project Progress Report)
- b) An attestation, that:
 - i. Project has been completed;
 - ii. Canada's share of the funding was spent on Eligible Expenditures in accordance with the terms and conditions of the Agreement; and
 - iii. Project incrementally has been respected.

4. **Final Outcomes Report**

The Municipality will provide to Alberta and Alberta will provide to Canada the final outcomes report will include aggregated results on outcomes based on performance indicators at the beginning of the Agreement and when Project Complete.

Schedule “D”

Communications Protocol

1. Purpose

- a) This Communications Protocol outlines the roles and responsibilities of Canada, Alberta and the Municipality with respect to Communications Activities related to Projects.
- b) This Communications Protocol will guide all Communications Activity planning, development and implementation with a view to ensuring efficient, structured, continuous, consistent and coordinated communications to the public.
- c) The provisions of this Communications Protocol apply to all Communications Activities related to this Agreement and the Project funded under this Agreement.

2. Guiding Principles

- a) Communications Activities undertaken through this Communications Protocol should ensure that Canadians are informed of infrastructure investments made to help improve their quality of life and that they receive consistent information about funded Projects and their benefits.
- b) The Communications Activities undertaken to recognize federal and provincial funding will take into account the financial value and duration of the Project(s) and the feasibility of mounting joint Communications Activities.
- c) Alberta will communicate with the Municipality as Alberta becomes aware of activities that do not comply to remind the Municipality of communications responsibilities outlined in this Protocol.

3. Joint Communications

- a) Canada, Alberta and the Municipality will have Joint Communications about the funding and status of the Project(s).
- b) Joint Communications related to the Project funded under this Agreement should not occur without the prior knowledge and agreement of Canada, Alberta and the Municipality.
- c) All Joint Communications material will be approved by both Canada and Alberta and will recognize the funding of all Parties and/or the Total Financial Assistance received for the Project(s).
- d) Each of the Canada, Alberta or the Municipality may request Joint Communications. The requestor will provide at least 15 business days' notice to the other parties. If the Communications Activity is an event, it will take place at a mutually agreed date and location.

- e) The requestor of the Joint Communications will provide the opportunity for the other parties to choose to participate and choose their own designated representative (in the case of an event).
- f) Canada has an obligation to communicate in English and French. Communications products related to events must be bilingual and include the Canada word mark and other parties' logos. In such cases, Canada will provide the translation services and final approval on translated products.
- g) The conduct of all Joint Communications will follow the Table of Precedence for Canada as applicable.

4. Individual Communications

- a) Notwithstanding Section 3 of this Communications Protocol (Joint Communications), Canada retains the right to communicate information to Canadians and the use of funds to meet its legislative and regulatory obligations through its own Communications Activities. Similarly Alberta retains the right to meet its legislated and regulatory obligations to communicate information and the use of funds through its own communication activities.
- b) Canada and Alberta may include general Program messaging and Project examples in their own Communications Activities. Canada, Alberta and the Municipality will not unreasonably restrict the use of, for their own purposes, Communications Activities related to Projects funded through the Agreement and if web- or social-media based, from linking to it.

5. Operational Communications

The Municipality is solely responsible for operational communications with respect to Projects, including but not limited to: calls for tender, contract awards, and construction and public safety notices. Operational communications as described above are not subject to the *Official Languages Act* of Canada.

6. Media Relations

Canada and Alberta will share information promptly with the other should significant media inquiries be received or emerging media or stakeholder issues arise to a Project or the overall fund.

7. Signage

- a) Canada, Alberta and the Municipality may each have signage recognizing their funding contribution to the Projects.
- b) Unless otherwise agreed by Canada, Alberta or the Municipality will produce and install a sign to recognize federal funding at each Project site in accordance with current federal signage guidelines. The federal sign design, content, and installation guidelines will be provided by Canada.

- c) Where the Municipality decides to install a permanent plaque or other suitable marker with respect to the Projects, it will recognize the federal and provincial contribution and be approved by Canada and Alberta.
- d) Alberta agrees to inform Canada of sign installations.
- e) If erected, signage recognizing the federal and provincial contribution will be installed at the Project site(s) thirty (30) days prior to the start of construction, be visible for the duration of the Project, and remain in place until thirty (30) days after construction is completed and the infrastructure is fully operational or opened for public use.
- f) If erected, signage recognizing the federal contribution will be at least equivalent in size and prominence to Project signage for contributions by other orders of government and be installed in a prominent and visible location that takes into consideration pedestrian and traffic safety and visibility.
- g) The Municipality is responsible for the production and installation of Project signage.
- h) In the case of Projects where the deliverable is a document, such as but not limited to plans, reports, studies, strategies, training material, webinars, and workshops, it will clearly recognize Canada and Alberta's contribution and/or the Total Financial Assistance received for the Project(s).

8. Communicating With Municipality's

Alberta agrees to facilitate, as required, communications between Canada and the Municipality for Communications Activities.

9 Advertising Campaigns

Recognizing that advertising can be an effective means of communicating with the public, Canada and Alberta may, at their own cost, organize advertising or public information campaign related to this Agreement or eligible Projects. In the event of such a campaign, the sponsoring Party (Canada or Alberta) or Municipality will inform the others of its intention no less than twenty-one (21) working days prior to the campaign launch.