North Red Deer Regional Wastewater Services Commission
5432-56 Avenue, Lacombe AB T4L1E9 Tel: (403)782-1254 Fax: (403)782-5655 mgoudy@lacombe.ca

July 24, 2017
Time 9:30 am-10:30am

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
Myron Thompson, CAO, Town of Blackfalds
Preston Weran, Director of Infrastructure & Property Services, Town of Blackfalds
Terry Hager, County Commissioner, Lacombe County
Tim Timmons, Manager of Corporate Services, 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.

AGENDA

1. Call to Order

2. Adoption of Agenda

3. Adoption of Previous Minutes

   May 29, 2017

4. Financial Report

5. RCP Funding Update

North Red Deer Regional Wastewater Services Commission
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6. Bylaw 3 Draft

7. Repayment of Lacombe County Loan

8. Engineers Report

9. Project Tour

10. Next Meeting Date

    - Monday August 28, 2017 at 9:00 AM in the City of Lacombe Council Chambers

11. Adjournment

Attachments:[1]

NRDRWWSC Minutes-Draft – May 29, 2017

NRDRWWSC- Capital Report- June 2017

NRDRWWSC- Operating Report- June 2017

RCP Grant Agreement with "Schedule A"

RCP Grant Agreement Amendment with "Revised Schedule A"

Bylaw 2 NRDRWWSC

Bylaw 3 NRDRWWSC

Consolidated Funding Agreement

Engineer's Report July 12, 2017

[1] Documents addressing redaction are covered under Section 17(1) FOIP clause

North Red Deer Regional Wastewater Services Commission

REGIONAL WASTERWATER MEETING MINUTES
May 29, 2017
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, Acting CAO , City of Lacombe
Keith Boras, Manager of Environmental & Protective Services, Lacombe County
Preston Weran, Director of Infrastructure & Property Services, Town of Blackfalds
John Van Doesburg, Commission Administrator, C&J Vanco Services Ltd.
Denise Bellabono, Recording Secretary, City of Lacombe

Guests: Joel Sawatzky, Stantec Consulting Ltd.
Todd Simenson, Stantec Consulting Ltd.

Regrets: Myron Thompson, CAO, Town of Blackfalds
Tim Timmons, Manager of Corporate Services, Lacombe County
Terry Hager, County Commissioner, Lacombe County

1. Call to Order:

Chairperson Christie called the meeting to order at 9:06am.

2. Adoption of the Agenda:

MOVED by Councillor Wigmore that the agenda for May 29, 2017 be adopted as amended.

CARRIED

3. Adoption of Previous Minutes

Meeting of April 10, 2017

MOVED by Vice Chairperson Stol that the minutes for April 10, 2017 be adopted as presented.

CARRIED

4. Financial Information

The Commission was updated with the Capital and Operational Reports as April 30, 2107. On the Capital end, $8.3million has been expended to date on the various projects within the budget. It is expected to have a greater part of the expenses comes through this summer, with contract 5 expending the majority of their budget between now and November. From the Operational end, costs of the opening ceremony were not included in the original budget, but will be covered within the existing budget. Administration is looking to recoup all, if not most of the Legal fees from the Regional Collaboration Program and is awaiting confirmation of eligibility

MOVED by Councillor Wigmore that the Commission accept the Financial Report of April 30, 2017 as information.

CARRIED

5. Tour of Sites

Administration proposed a Tour of Sites for the Commission, as the majority of the projects have started with the OMF ahead of schedule.

MOVED by Councillor Wigmore that the Commission attend the Tour of Sites after the regular Commission meeting to be held on Monday, July 24, 2017, in the fall, and after completion.

6. Engineers Report

Mr. Sawatzky updated the Commission that all CN crossing approvals have been obtained, and land acquisitions and CP crossing approvals are coming to an end. Field investigations are ongoing with the Bird Survey, historical monitoring, and approvals have been received for two of the five applications to the Departmental Land Occupation to date. Construction updates on each of the contracts were given with all on target or earlier, with the exception of contract 6. Contract 6 has requested an extension on their completion date by a few weeks due to challenges with sub-consultants and soil anchors, but will be within the projects overall schedule.

MOVED by Vice Chairperson Stol to accept the Engineer's Report of May 24, 2017 as information.

CARRIED

7. In Camera

MOVED by Councillor Wigmore to move IN CAMERA at 9:28am to discuss Financials.

CARRIED

MOVED by Vice Chairperson Stol to move OUT OF CAMERA at 9:50am.

CARRIED

8. Next Meeting

The next meeting is scheduled for Monday July 24, 2017 at 9:00am in the City of Lacombe Council Chambers.

9. Adjournment:

MOVED by Chair Christie that the North Red Deer Regional Wastewater Services Commission meeting of May 29, 2017 be adjourned at 9:53am.

CARRIED

_____ _____

Chairperson Administrator

North Red Deer Regional Wastewater Services Commission

AGENDA REPORT

SUBJECT:	**Updated Financial Statement**
PREPARED BY:	**John Van Doesburg, Administrator**
PRESENTED BY:	**Matthew Goudy, CAO**
DATE:	**July 9, 2017**

PURPOSE:
To provide an update of the financial status of the capital and the operational budgets to the Commission.

BACKGROUND:
To improve the understanding of the financial statements outlining the present status of the project and operations.

FINANCIAL IMPLICATIONS:
None at this time

LEGISLATIVE AUTHORITY:
MGA Act 602.24

ALTERNATIVES:

N/A

ATTACHMENTS:
Financial Statements

ACTION/RECOMMENDATION:

THAT Commission accept the Financial Reports of June 2017 as information.

Reviewed By CAO

NRD WWSC Capital Report
As of June 30, 2017

	Cost Center	GL Code	Project	Total Project Budget	2015 Expenditures	Expenditures: 2016 Expenditures	Expenditures: 2017 YTD Expenditures	Remaining Budget	Budget Remaining (-negative Overage)
Total Project Cost per Contract								Column 6	Column 8
Contract 1 - Whissell Contracting Ltd	WW001	05-6-48-61100	OMF to WWTP Pipline	8,950,892			1,468,896	8,950,892	7,481,996
Contract 2 -Alpha Construction Ltd	WW002	05-6-48-61100	OMF - Alpha Construction Ltd	3,920,952			1,077,700	3,920,952	2,843,252
Contract 3 - Pidnerney's Inc	WW003	05-6-48-61100	OMF to Blackfalds Regional Lift - Pipline	11,858,183			5,697,255	11,858,183	6,160,928
Contract 4 - Alpha Construction Ltd	WW004	05-6-48-61100	Blackfalds Regional Lift Station - Alpha Construction Ltd	10,076,190		461,313	2,364,656	9,614,877	6,788,908
Contract 5 - Hamm Construction Ltd	WW005	05-6-48-61100	Lacombe to Blackfalds Pipeline	17,456,676			2,402,985	17,456,676	15,053,691
Contract 6 - Chando's Construction Ltd	WW006	05-6-48-61100	Lacombe Lift Station	7,989,337			812,369	7,989,337	7,176,968
Total Project Cost per Contract				**60,252,231**		**461,313**	**13,823,861**	**59,790,918**	**45,505,743**
Less Holdback									
Engineering		05-6-48-61100	Stantec / Morrison Hersfield / Parkland Geo		575,535	2,252,843	1,556,931		
Insurance						12,394	35,980		
Land						510,874	2,427,778		
Land - Appraisal						10,226	15,246		
Land - Legal						19,864	61,242		
Project Mgmt - CJ Vanco		05-6-48-61114	Project Management			37,569	24,382		
Misc			Fortis, ACFA			2,948			

General Ledger Trial Balance

Date : Jul 19, 2017 Time : 1:05 pm

Fiscal Year : 2017
Account : 05-1-??-????? To 05-2-??-?????
Period : 1 To 6

Account Code	CC1	CC2	CC3	Account Name	Balance	Budget Amt - BV
FUND	5					
CLASS	1			REVENUES		
CATEGORY	48			Regional Wastewater Revenues		
05-1-48-35110				City of Lacombe Requisition	-11,815.00	-23,630
05-1-48-35130				Town of Blackfalds Requisition	-11,815.00	-23,630
05-1-48-35150				Lacombe County Requistion	-11,815.00	-23,630
05-1-48-55100				Interest Revenue	-43,137.29	0
		Category Total			**-78,582.29**	**-70,890**
		REVENUES Total			**-78,582.29**	**-70,890**
CLASS	2			EXPENSES		
CATEGORY	48			Regional Wastewater Expenses		
05-2-48-21100				Travel & Subsistence	41.02	0
05-2-48-21400				Membership Fees	0.00	212
05-2-48-21500				Postage & Freight	195.62	153
05-2-48-21700				Telephone	0.00	1,510
05-2-48-22100				Advertising & Promotions	1,951.00	0
05-2-48-23000				Contracted Management Fees	12,564.80	43,050
05-2-48-23100				Accounting & Audit Fees	2,750.00	18,825
05-2-48-23200				Legal Fees	4,132.25	510
05-2-48-26300				Equipment	0.00	510
05-2-48-27100				Licenses	4,416.25	5,610
05-2-48-51100				Meeting Supplies	2,586.72	0
05-2-48-51400				Office Supplies	1,362.28	510
05-2-48-81400				Bank Charges & Other Penalties	31.13	0
		Category Total			**30,031.07**	**70,890**
		EXPENSES Total			**30,031.07**	**70,890**
		REGIONAL WASTEWATER COMMISSION Total			**-48,551.22**	**0**
		REPORT TOTAL			**-48,551.22**	**0**

North Red Deer Regional Wastewater Services Commission

AGENDA REPORT

SUBJECT:	**Regional Collaboration Grant Funding – Legal Fees Submission**
PREPARED BY:	**Denise Bellabono, Executive Assistant**
PRESENTED BY:	**Matthew Goudy, CAO**
DATE:	**June 28, 2017**

PURPOSE:
To provide the Board an update with respect to the submission of legal fees for expropriation under the Regional Collaboration Program Grant.

BACKGROUND:
In 2013, the Commission received grant funding of $250,000 from the Regional Collaboration Program (RCP). Most recently, Administration submitted an amendment to the Conditional Grant agreement for an extension on February 10, 2017. The amendment and extension for the grant was approved with a final completion date of March 31, 2018, with the total grant funds expended to date at $55,794.85. After discussions with grant administrators the application was expanded, to include an additional task under the 'Project Specific Research and Administration 'activity identified in the "Revised Schedule A" of the Conditional Grant Agreement. Specifically, "Contribute to the cost of legal fees related to land acquisition for the regional wastewater line".

ISSUE ANALYSIS:
As the Commission has completed a number of expropriations for land acquisition in support of the pipeline alignment, it has incurred legal fees, in 2016 and 2017, totalling $81,106. The legal fees associated with the coordination and development of documents needed for the expropriation and the terms of agreement with the land owners can be covered by the RCP grant rather than being funded through the provincial/federal partnership that is currently funding the Capital Project. Currently the projected legal costs to complete all expropriations are estimated at $44,450.00 to $46,200.00.

FINANCIAL IMPLICATIONS:

Current RCP Grant Remaining	$194,205.15
Expropriation Legal Fees 2016	$19,864.35
Expropriation Legal Fees 2017	$61,242.18
Projected Legal Costs as of July 13, 2017	$46,200.00
RCP Grant after recovery of Legal Fees	**$66,898.62**

ALTERNATIVES:
The Commission may choose to:

A. Direct Administration to proceed with submission of the legal fees for expropriation under the Regional Collaboration Program Grant.
   OR
B. Continue to pay for the expropriation legal fees through the Commission expenses.
   OR
C. Direct Administration how they wish to proceed.

ATTACHMENTS:
RCP Grant Agreement with “Schedule A”
RCP Grant Agreement Amendment with “Revised Schedule A”

ACTION/RECOMMENDATION:

THAT the Commission direct administration to proceed with submission of the legal fees for expropriation under the Regional Collaboration Program Grant.

Regional Collaboration Program – Regional Collaboration Component

2012-13 ALBERTA MUNICIPAL AFFAIRS CONDITIONAL GRANT AGREEMENT

BETWEEN: HER MAJESTY THE QUEEN in Right of the Province of Alberta as

Represented by

the Minister of Alberta Municipal Affairs

(hereinafter called **"the Minister"**)

and

CITY OF LACOMBE
5432 – 56 AVENUE
LACOMBE, AB T4L 1E9

(hereinafter called **"the Municipality"**)

WHEREAS the Minister has approved the Municipality's grant application and has agreed to make a one-time conditional grant in the amount of **TWO HUNDRED AND FIFTY THOUSAND DOLLARS ($250,000),** (hereinafter called "the Grant") to the Municipality pursuant to Schedule 1 of the Municipal Affairs Grants Regulation;

AND WHEREAS the Municipality and the Minister are entering into a Conditional Grant Agreement (hereinafter called "the Agreement") governing the use and purpose of the Grant.

Preamble:

The purpose of the grant is to support the collaboration of the Municipality and the Town of Blackfalds and Lacombe County to develop a regional wastewater service delivery plan.

As project manager, the Municipality will manage the administration of funds on behalf of the Project participants.

The parties agree as follows:

1. The Minister shall:

   (a) subject to the provisions of the Agreement, pay the Municipality a one-time conditional grant in the amount of **TWO HUNDRED AND FIFTY THOUSAND DOLLARS ($250,000),** to carry out the Project activities set out in Schedule "A" (hereinafter called "the Project") as attached hereto and forming an integral part of this Agreement;
   (b) provide the Grant to the Municipality by a lump sum payment within two weeks of the Minister signing the Agreement;
   (c) have the right to conduct an evaluation or audit of the Project at any time; and
   (d) have the right to publish and distribute any report submitted by the Municipality, to the Minister, on the Project.

2. The Municipality shall:

   (a) carry out the Project as set out in Schedule "A", without material alteration;
   (b) use the entire amount of the Grant for the purpose of carrying out the Project;
   (c) apply any income earned on the Grant to the Project;
   (d) complete the Project and use the Grant, including any income earned thereon, by December 31, 2013;
   (e) not use any part of the Grant, including any income earned thereon, to pay for work done or materials obtained before April 1, 2012;
   (f) be responsible for any cost over-runs incurred in carrying out the Project;
   (g) notify and seek approval from Municipal Affairs in writing of any significant changes in circumstances that may affect the project time lines specified in sub-clause 2(d) above, or the implementation of the Project as described in Schedule "A";
   (h) submit a prescribed **Reporting Documents package** to the satisfaction of the Minister **within 30 days** after the Project completion date outlined in 2(d) above, or sooner if the project is completed prior to the Project completion date, including:
      - Basic Information – contact details of the person who has completed the reporting templates;
      - Financial Reporting (Statement of Funding and Expenditures) – project information on the grant amount received, income earned and financial information, including expenditures;
      - Reporting on Results – actual results achieved; and
      - Acknowledgement of Compliance – a signed certification that the grant funds were spent on the purpose intended;
   (i) carry out the Project in accordance with all applicable laws, regulations and generally accepted standards;
   (j) ensure that all resource personnel involved in the Project are suitably qualified; and
   (k) refund any unexpended portion of the Grant and any amounts expended for purposes other than for those specified in this Agreement to the Government of Alberta.

3. The Municipality represents and warrants to the Minister that:

   (a) the execution of the Agreement has been duly and validly authorized by the Municipality in accordance with all applicable laws;
   (b) the Municipality as the project manager has or will obtain motions or council resolutions from the Project participants; and
   (c) in accordance with this Agreement, it will provide all the required Project administration, compliance reporting, and documentation, as required.

4. If the Municipality does not meet all of its obligations under this Agreement, or uses the Grant for any unauthorized purpose, the Minister will notify the Municipality of such breach in writing and the Municipality will have 30 days to remedy such breach. If, in the opinion of the Minister, the Municipality does not remedy the breach, the Minister may terminate the Agreement without further notice to the Municipality and demand the immediate refund of the Grant, or such lesser amount as the Minister may determine, to the Government of Alberta.

5. The Minister may terminate this Agreement for any reason by notifying the Municipality in writing upon 60 days notice. Upon receipt of the notice of termination, the Municipality shall only use the Grant to pay reasonable wind-down costs and committed expenses related to the Project. Immediately upon termination of the Agreement, the Municipality shall refund to the Government of Alberta any unexpended portion of the Grant and any amounts expended for purposes other than those specified in this Agreement.

6. This Agreement shall come into effect on the date that the Minister or his representative signs the Agreement.

7. This Agreement shall cease to be in effect on the date that the Municipality has met all provisions of this Agreement, unless terminated earlier by the Minister in accordance with this Agreement.

8. Amendments to this Agreement, including changes to Schedule "A", may be necessary from time to time and may be initiated by either the Minister or the Municipality in writing and shall be agreed upon by both parties.

9. The Minister and the Municipality acknowledge that the Freedom of Information and Protection of Privacy Act (FOIP) applies to all information generated, collected or provided under this Agreement, and will comply with its provisions.

10. The Municipality will indemnify and hold harmless the Minister, his employees, servants and agents against any claim, demand, action, suit or proceeding that may at any time be brought against the Minister, his employees, servants or agents arising out of the use of the Grant or the performance or non-performance of this Agreement.

11. The Agreement, including the attached Schedule "A", is the entire agreement between the Minister and the Municipality with respect to the Grant from the Minister for the Project. There are no other agreements, representations, warranties, terms, conditions or commitments except as expressed in this Agreement.

12. The following clauses shall survive conclusion or termination of this Agreement:

    (a) FOIP – Clause 9,
    (b) Indemnity – Clause 10, and
    (c) Entire Agreement – Clause 11.

13. Any notice under this Agreement shall be deemed to be given to the other party if in writing and personally delivered, sent by prepaid registered mail, sent by facsimile transmission, or emailed to the addresses as follows:

The Minister

c/o Director, Municipal Grants
Alberta Municipal Affairs
17th Floor Commerce Place
10155 - 102 Street
Edmonton, AB T5J 4L4

Fax: 780-422-9133
Email: rcp.grants@gov.ab.ca

The Municipality

c/o Chief Administrative Officer
City of Lacombe
5432 - 56 Avenue
Lacombe, AB T4L 1E9

Fax: 403-782-5655
Email: nmacquarrie@lacombe.ca

14. The rights, remedies, and privileges of the Minister under this Agreement are cumulative and any one or more may be exercised.

15. If any portion of this Agreement is deemed to be illegal or invalid, then that portion of the Agreement shall be deemed to have been severed from the remainder of the Agreement and the remainder of the Agreement shall be enforceable.

16. This Agreement is binding upon the parties and their successors.

17. The parties agree that this Agreement will be governed by the laws of the Province of Alberta.

The parties have therefore executed this Agreement, each by its duly authorized representative(s), on the respective dates shown below.

HER MAJESTY THE QUEEN
in Right of the Province of
Alberta as Represented by
the Minister of Municipal Affairs

[redacted]

Witness (or Seal)

Per: [redacted]
DEPUTY MINISTER

Date: Feb 4/13

CITY OF LACOMBE

Witness (or Seal)

Per: [redacted]
CHIEF ELECTED OFFICIAL

Date: January 28/13

Witness (or Seal)

Per: [redacted]
DULY AUTHORIZED SIGNING OFFICER

Date: January 28/13

Alberta Municipal Affairs

2012/13 Regional Collaboration Program

Regional Collaboration Component

CITY OF LACOMBE

CONDITIONAL GRANT AGREEMENT

Schedule "A"

The City of Lacombe, as the designated project manager, will carry out the following work on behalf of the Project participants:

- Hire a consultant to coordinate and develop documents for regional wastewater service delivery, including:
  - a business and implementation plan; and
  - options for future infrastructure upgrades.

- Undertake any related activities which may include:
  - stakeholder consultations;
  - supporting plans and studies;
  - development of agreements;
  - development or amendment of bylaws; or
  - project specific research and administration.

Alberta Municipal Affairs

Grants and Education
Property Tax Branch
15th Floor, Commerce Place
10155 - 102 Street
Edmonton, Alberta T5J 4L4
Canada
Telephone 780-422-7125

Batch No.: AM00048

CITY OF LACOMBE
RECEIVED
JUN 12 2017
Lacombe, Alberta

May 30, 2017

Mr. Dion Pollard, Chief Administrative Officer
City of Lacombe
5432 - 56 Avenue
Lacombe AB T4L 1E9

Dear Mr. ~~Pollard~~: Dion

Re: Regional Collaboration Program (RCP) – Regional Collaboration Component – Project Amendment and Time Extension – Project No. 1213-RC-3

Thank you for returning the amending conditional grant agreement for the City of Lacombe's North Red Deer Regional Wastewater Service project, funded by a 2012/13 RCP grant of $250,000.

On behalf of the Honourable Shaye Anderson, Minister of Municipal Affairs, I have approved the amendment and extension of the project completion date from December 31, 2016 to March 31, 2018. The attached copy of the signed amended conditional grant agreement reflects this change. Please be advised that no further time extensions will be considered.

I look forward to learning of the successful completion of the project.

Yours truly,

[redacted]

Janice Romanyshyn, Executive Director
Grants and Education Property Tax

Attachment

cc: Brad Pickering, Deputy Minister

Alberta Municipal Affairs
Regional Collaboration Program – Regional Collaboration Component
North Red Deer Regional Wastewater Service

2012/13 AMENDING CONDITIONAL GRANT AGREEMENT

BETWEEN: HER MAJESTY THE QUEEN in Right of the Province of Alberta as Represented by the Minister of Municipal Affairs

(hereinafter called "the Minister")

and

CITY OF LACOMBE, in the Province of Alberta

(hereinafter called "the Grant Recipient")

(hereinafter called "the Parties")

WHEREAS the Parties entered into a Regional Collaboration Program Conditional Grant Agreement (hereinafter called the "Original Agreement") dated February 4, 2013;

AND WHEREAS the Parties have, by written agreement, amended the Original Agreement on November 26, 2013, March 23, 2015 and February 4, 2016;

AND WHEREAS the Parties wish to amend the Original Agreement;

THEREFORE the Parties agree as follows:

1. The Original Agreement is amended by:

   a. deleting "Schedule A" and replacing it with "Revised Schedule A"

   b. deleting the clause under 2.(d) and replacing it as follows:

      "complete the Project and use the Grant, including any income earned thereon, by March 31, 2018;"

THIS SPACE INTENTIONALLY LEFT BLANK

2. Except as amended herein, all other provisions of the Original Agreement as amended from time to time remain in full force and effect.

3. This Amending Conditional Grant Agreement shall come into effect on the date that the Minister's representative signs this Agreement.

The parties have therefore executed this Agreement, each by its duly authorized representative(s), on the respective dates shown below.

HER MAJESTY THE QUEEN
in Right of the Province of
Alberta as Represented by
the Minister of Municipal Affairs

[redacted]
Witness (or Seal)

Per: [redacted]
EXECUTIVE DIRECTOR, GRANTS AND EDUCATION PROPERTY TAX

Date: May 31, 2017

CITY OF LACOMBE

[redacted]
Witness (or Seal)

Per: [redacted]
CHIEF ELECTED OFFICIAL

Date: April 24, 2017

[redacted]
Witness (or Seal)

Per: [redacted]
DULY AUTHORIZED SIGNING OFFICER

Date: April 24, 2017

Date: _____

Alberta Municipal Affairs

2012/13 Regional Collaboration Program

Regional Collaboration Component

CITY OF LACOMBE

AMENDING CONDITIONAL GRANT AGREEMENT

Revised Schedule "A"

The City of Lacombe, as the designated project manager, will carry out the following work on behalf of the Project participants:

- Hire a consultant to coordinate and develop documents for regional wastewater service delivery, including:
  - a business and implementation plan; and
  - options for future infrastructure upgrades;

- Contribute to the cost of legal fees related to land acquisition for the regional wastewater line.

- Undertake any related activities which may include:
  - stakeholder consultations;
  - supporting plans and studies;
  - development of agreements;
  - development or amendment of bylaws; or
  - project specific research and administration.

North Red Deer Regional Wastewater Services Commission

AGENDA REPORT

SUBJECT:	**Servus Credit Union Borrowing (Bylaw #3)**
PREPARED BY:	**Denise Bellabono, Executive Assistant**
PRESENTED BY:	**Matthew Goudy, CAO**
DATE:	**July 18, 2017**

PURPOSE:
To provide short-term borrowing capacity for the construction for the capital portion of the project, Administration proposes to repeal Bylaw 2 and has prepared Bylaw #3; a borrowing bylaw authorizing $25M of indebtedness.

BACKGROUND:
The Commission previously approved Bylaw 2 at the February 13, 2017 regular meeting, in order to improve the cash flow and the project time lines short- term borrowing was required by administration to ensure funds are available to pay all contracts on time. The debenture was taken into contract with Servus Credit Union, with an interest rate of prime +0%.

ISSUE ANALYSIS:
The proposed debenture will continue to be with Servus Credit Union. This bylaw will allow an increase up to $25M at an interest rate of prime +0%.

FINANCIAL IMPLICATIONS:
The short-term borrowing costs are the responsibility of the commission. Working with the province, Commission administration will endeavour to keep the borrowing to a minimum.

LEGISLATIVE AUTHORITY:
Municipal Government Act- 602.07
Municipal Government Act- 602.27

ATTACHMENTS:
Bylaw 2- NRDRWWSC.
Bylaw 3- NRDRWWSC.

ACTION/RECOMMENDATION:

THAT the Commission give three readings to Bylaw 3 and the repeal of Bylaw 2

AND

THAT the Commission approve submission of Bylaw 3 to Servus Credit Union for information as part of the loan application.

BYLAW 2

OF THE NORTH RED DEER REGIONAL WASTEWATER SERVICES COMMISSION
hereinafter referred to as the "Commission"
IN THE PROVINCE OF ALBERTA

THIS BYLAW AUTHORIZES THE BOARD OF THE COMMISSION TO INCUR AN INDEBTEDNESS FROM THE SERVUS CREDIT UNION, BY THE ISSUANCE OF A REVOLVING AUTHORIZED OVERDRAFT TO FINANCE THE CONSTRUCTION OF THE REGIONAL WASTEWATER LINE

WHEREAS, the board of the Commission has decided to issue a bylaw pursuant to Sections 602.07 and 602.27 of the Municipal Government Act to authorize short term financing to construct a capital property.

In order to finance short term obligations, it will be necessary for the Commission to borrow up to the aggregate amount of Ten million dollars ($10,000,000.00) on the terms and conditions referred to in this Bylaw.

The Commission will repay the indebtedness by making monthly interest payments on the amount borrowed at the SERVUS CREDIT UNION not to exceed the prime lending rate + 0% as established by SERVUS CREDIT UNION from time to time. Such interest will be calculated daily and due and payable on the last day of each and every month.

THEREFORE, the Board of the North Red Deer Regional Wastewater Services Commission duly assembled enacts as follows:

1. That the North Red Deer Regional Wastewater Services Commission borrow from time to time from the SERVUS CREDIT UNION, a sum or sums not exceeding the aggregate amount of Ten Million Dollars ($10,000,000.00) which the Board deems necessary to expend to meet expenditures during construction of the Wastewater line.

2. That for the purpose of financing short term obligations, the sum of Ten Million dollars ($10,000,000.00) be borrowed from the SERVUS CREDIT UNION by way of an authorized overdraft lending and security as promised in the agreement between the SERVUS CREDIT UNION and the Commission which is to be paid with sources of money from:

    a) Provincial Grant monies
    b) Federal Grant monies; and/or
    c) Requisition from Member Municipalities.

3. The authorized overdraft shall bear interest on the amount drawn, not exceeding the prime rate + 0% as set by the SERVUS CREDIT UNION from time to time and interest shall be payable on a monthly basis on the amount drawn.

4. The authorized overdraft shall be payable in lawful money of Canada at the SERVUS CREDIT UNION in the City of Lacombe.

5. The authorized overdraft shall be signed by the Chairman and the Manager of the Commission and the Manager shall affix the corporate seal of the Commission to the loan papers.

6. The indebtedness is contracted on the credit and security as outlined in the Security Documents section of the Banking Agreement.

7. The net amount realized by the issuance of the loan authorized under this bylaw shall be applied only for the purpose for which the indebtedness was created.

8. The Board of the North Red Deer Regional Wastewater Services Commission shall review the terms and conditions set out in this bylaw periodically as determined by the SERVUS CREDIT UNION.

9. That nothing herein contained shall waive, prejudicially affect or exclude any right, power, benefit or security by statute, common-law or otherwise given to or implied in favor of the said Bank.

10. In the event that the Municipal Government Act permits extension of the term of the loan and in the event the board of the Commission decides to extend the loan and SERVUS CREDIT UNION is prepared to extend the loan, any renewal or extension, bill, debenture, promissory note, or other obligation executed by the officers designated in paragraph 3 hereof and delivered to SERVUS CREDIT UNION will be valid and conclusive proof as against the Corporation of the decision of the Board to extend the loan in accordance with the terms of such renewal or extension, bill, debenture, promissory not, or other obligation, and SERVUS CREDIT UNION will not be bound to inquire into the authority of such officers to execute and deliver any such renewal extension document or security.

11. This Bylaw comes into force on the final passing thereof.

Certificate

WE HEREBY CERTIFY that the foregoing resolution was duly passed by the Board of the North Red Deer Regional Wastewater Services Commission therein mentioned at a duly and regularly constituted meeting thereof held on the 13th of February, 2017 at which a quorum was present, as entered in the minutes of the said Commission, and that the Bylaw has come into force and is still in full force and effect.

WITNESS our hands and seal of the Commission this

READ A FIRST TIME THIS 13 day of FEBRUARY 2017.

READ A SECOND TIME THIS 13 day of FEBRUARY 2017.

PRESENTED FOR THIRD AND FINAL READING THIS 13 day of FEBRUARY 2017.

RECEIVED THIRD AND FINAL READING THIS 13 day of FEBRUARY. 2017.

[redacted]

CHAIRMAN

[redacted]

CHIEF ADMINISTRATIVE OFFICER

BYLAW 3

OF THE NORTH RED DEER REGIONAL WASTEWATER SERVICES COMMISSION
hereinafter referred to as the "Commission"
IN THE PROVINCE OF ALBERTA

THIS BYLAW AUTHORIZES THE BOARD OF THE COMMISSION TO INCUR AN INDEBTEDNESS FROM THE SERVUS CREDIT UNION, BY THE ISSUANCE OF A REVOLVING AUTHORIZED OVERDRAFT TO FINANCE THE CONSTRUCTION OF THE REGIONAL WASTEWATER LINE

WHEREAS, the board of the Commission has decided to issue a bylaw pursuant to Sections 602.07 and 602.27 of the Municipal Government Act to authorize short term financing to construct a capital property.

In order to finance short term obligations, it will be necessary for the Commission to borrow up to the aggregate amount of Twenty Five million dollars ($25,000,000.00) on the terms and conditions referred to in this Bylaw.

The Commission will repay the indebtedness by making monthly interest payments on the amount borrowed at the SERVUS CREDIT UNION not to exceed the prime lending rate + 0% as established by SERVUS CREDIT UNION from time to time. Such interest will be calculated daily and due and payable on the last day of each and every month.

THEREFORE, the Board of the North Red Deer Regional Wastewater Services Commission duly assembled enacts as follows:

1. That the North Red Deer Regional Wastewater Services Commission borrow from time to time from the SERVUS CREDIT UNION, a sum or sums not exceeding the aggregate amount of Twenty Five Million Dollars ($25,000,000.00) which the Board deems necessary to expend to meet expenditures during construction of the Wastewater line.

2. That for the purpose of financing short term obligations, the sum of Twenty Five Million dollars ($25,000,000.00) be borrowed from the SERVUS CREDIT UNION by way of an authorized overdraft lending and security as promised in the agreement between the SERVUS CREDIT UNION and the Commission which is to be paid with sources of money from:

    a) Provincial Grant monies
    b) Federal Grant monies; and/or
    c) Requisition from Member Municipalities.

3. The authorized overdraft shall bear interest on the amount drawn, not exceeding the prime rate + 1% as set by the SERVUS CREDIT UNION from time to time and interest shall be payable on a monthly basis on the amount drawn.

4. The authorized overdraft shall be payable in lawful money of Canada at the SERVUS CREDIT UNION in the City of Lacombe.

5. The authorized overdraft shall be signed by the Chairman and the Manager of the Commission and the Manager shall affix the corporate seal of the Commission to the loan papers.

6. The indebtedness is contracted on the credit and security as outlined in the Security Documents section of the Banking Agreement.

7. The net amount realized by the issuance of the loan authorized under this bylaw shall be applied only for the purpose for which the indebtedness was created.

8. The Board of the North Red Deer Regional Wastewater Services Commission shall review the terms and conditions set out in this bylaw periodically as determined by the SERVUS CREDIT UNION.

9. That nothing herein contained shall waive, prejudicially affect or exclude any right, power, benefit or security by statute, common-law or otherwise given to or implied in favor of the said Bank.

10. In the event that the Municipal Government Act permits extension of the term of the loan and in the event the board of the Commission decides to extend the loan and SERVUS CREDIT UNION is prepared to extend the loan, any renewal or extension, bill, debenture, promissory note, or other obligation executed by the officers designated in paragraph 3 hereof and delivered to SERVUS CREDIT UNION will be valid and conclusive proof as against the Corporation of the decision of the Board to extend the loan in accordance with the terms of such renewal or extension, bill, debenture, promissory not, or other obligation, and SERVUS CREDIT UNION will not be bound to inquire into the authority of such officers to execute and deliver any such renewal extension document or security.

11. Bylaw 2 is hereby repealed

12. This Bylaw comes into force on the final passing thereof.

Certificate

WE HEREBY CERTIFY that the foregoing resolution was duly passed by the Board of the North Red Deer Regional Wastewater Services Commission therein mentioned at a duly and regularly constituted meeting thereof held on the _____at which a quorum was present, as entered in the minutes of the said Commission, and that the Bylaw has come into force and is still in full force and effect.

WITNESS our hands and seal of the Commission this

READ A FIRST TIME THIS ____ day of _____ 2017.

READ A SECOND TIME THIS ____ day of _____ 2017.

PRESENTED FOR THIRD AND FINAL READING THIS ____ day of _____ 2017.

RECEIVED THIRD AND FINAL READING THIS ____ day of _____ 2017.

_____

CHAIRMAN

_____

CHIEF ADMINISTRATIVE OFFICER

North Red Deer Regional Wastewater Services Commission

AGENDA REPORT

SUBJECT:	**Repayment of Lacombe County Loan**
PREPARED BY:	**Matthew Goudy, CAO**
PRESENTED BY:	**Matthew Goudy, CAO**
DATE:	**June 22, 2017**

PURPOSE:
To request the Commission's direction on repayment of the approximately $1,000,000 lent by Lacombe County for Detailed Design.

BACKGROUND:
At the February 23rd, 2015 meeting of the Commission, it was resolved:

> "*THAT the Commission endorse the proposed funding arrangement, whereby Lacombe County will initially pay the costs for Stantec's proposed scope of work*"

Lacombe County, the City of Lacombe, and the Town of Blackfalds, together with the North Red Deer Regional Wastewater Services Commission then entered into a Funding Agreement, on May 5th, 2015. This funding agreement was subsequently amended twice. The first time, on June 10th, 2016, updated the percentages attributed to each party, to align with the flow projections that had been amended through detailed design. The second time, on June 28th of 2016, allowed for inclusion of land acquisition activities into the list of eligible expenditures.

In the Funding Agreement, an interest rate is specified for the funds forwarded:

> *"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.*"

Following execution of the original Funding Agreement, the Commission engaged Stantec Consulting to complete the Detailed Design of the pipeline. An initial request for $500,000 was made September 17th, 2015, under the Agreement. Subsequently, on December 11th a further request for $500,000 was submitted to the County.

Both requests were satisfied promptly by the County. On December 21st, 2016, the Commission received funding for Detailed Design from Alberta Transportation, via a Water for Life Funding Agreement. No further requests were made to the County.

ISSUE ANALYSIS:

Clause 5 of the Funding Agreement contemplates a process for payback of County funds advanced through the Agreement:

> "*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.*"

On April 10th, 2017, Lacombe County requested the Boards consideration for return of the advanced funds. With interest, the current funds owed to the County, by the Commission, is $1,019,849.95

As of July 6th, the Commission's account with Servus Credit Union currently holds a balance of $14,651,047.83. The Commission also holds a credit agreement with Servus, authorizing an Overdraft of $10,000,000. Before the Commission this morning will be a request for authority to increase this to $25,000,000, due to the uncertainty in the timing of grant payments.

ALTERNATIVES:

The Commission may choose to:
A. Credit the County with the advanced funds, as outlined in the Funding Agreement, OR
B. Direct Administration to forward payment for the full amount advanced by the County, OR
C. Direct Administration as the Board sees fit.

ATTACHMENTS:
Consolidated Funding Agreement

ACTION/RECOMMENDATION:
THAT the Commission endorse the Request for Proposal, as attached to this memo.

This Agreement made this 28 day of JUNE, 2016.

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 : (1) 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 T0M 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: [redacted]

Per: [redacted]

LACOMBE COUNTY

Per: [redacted]

Per: [redacted]

CITY OF LACOMBE

Per: [redacted]

Per: [redacted]

NORTH RED DEER REGIONAL WASTEWATER SERVICES COMMISSON

Per: [redacted]

Per: [redacted]

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.

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 geometrics; 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.

Engineer's Report
July 12, 2017
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.
Cody Gillrie, P.Eng., CET
Sam Fritz, Intern

FILE 113929319

1. **Land Acquisition**
    a. The Commission has acquired all previously outstanding land parcels.
    b. All CN, CP, and Highway Crossing approvals have been obtained.
2. **Field Investigations**
    a. Bird survey shall be coordinated by the pipeline contractors.
    b. Stantec completed the Historical Resources field work and submitted the final report to Alberta Culture and Tourism (ACT) for review.
    c. DLO's for wetlands and the Blindman River crossing are ongoing; all applications have been submitted and the Soper and Long parcels have received approval.
3. **Design Progress**
    a. Technical Memos
        i. Stantec is currently finalizing all outstanding technical memos.
    b. Design of the equalization storage systems at Blackfalds and Lacombe is being finalized and will be reviewed by the Tech Committee prior to sending to the Contractor for pricing under the PC Sum line item.

Table 1.0 – Contract Award and Construction Schedule

Contract	Contract Completion Date	ANTICIPATED Construction Completion Date	Schedule	Budget
C1 - WWTP to OMF Pipeline Whissell Contracting	Mar 21 2017 – Jan 31, 2018	January, 2018	On Schedule	On Budget
C2 - OMF Alpha Construction	Dec 9, 2016 – Jan 16, 2018	December, 2017	Ahead	On Budget
C3 - OMF to Blackfalds Pipeline Pidherney's Inc	Jan 11, 2017 – Jan 31, 2018	November, 2017	Ahead	On Budget
C4 - Blackfalds Lift Station Alpha Construction	Nov 28, 2016 – Jan 27, 2018	Late-January, 2018	On Schedule	On Budget
C5 - Blackfalds to Lacombe Pipeline - Hamm Construction	Mar 21, 2017 – Feb 28, 2018	February, 2018	On Schedule	On Budget
C6 - Lacombe Lift Station Chandos Construction	Jan 11, 2017 – Feb 22, 2018	Mid-March, 2018	On Schedule	On Budget

4. Summary of Project Balance

Task Name	Current Budget	Total Spent to June 30, 2017	Construction Spent to June 30, 2017	Estimate to Complete	Percent Complete
Preliminary Design	$780,000	$780,000		-	100.00%
Specialty Services	$1,077,000	$867,433		$209,567	80.54%
SCADA System Development	$254,000	$57,704		$196,296	22.72%
Contract 1	$10,305,721	$3,454,797	$2,455,418	$6,850,924	33.52%
Contract 2	$4,403,372	$1,366,932	$1,139,274	$3,036,441	31.04%
Contract 3	$13,813,095	$7,653,288	$765,000	$6,159,807	55.41%
Contract 4	$10,977,510	$3,968,417	$397,413	$7,009,093	36.15%
Contract 5	$20,456,677	$4,628,071	$2,402,985	$15,828,606	22.62%
Contract 6	$8,781,567	$1,563,027	$1,122,084	$7,218,540	17.80%
Overall Total	**$70,848,942**	$24,339,668	$8,282,174	$46,509,274	34.35%

AT Grant Calculation October 12, 2016: $71,840,000.

5. Construction Progress

a. Contract 1 OMF to WWTP - Whissell:

   i. Whissell is currently working on the twin pipe down the Northland Drive escarpment.

   ii. Whissell is forming and installing waterproofing on the entrance chamber at the CRD WWTP.

b. Contract 2 OMF - Alpha:

   i. Alpha has completed all lower level concrete pours.

   ii. Alpha has subcontracted Whissell to complete the underground work at the facility. The underground site work is to start mid-July.

   iii. Significant unauthorized public traffic to the site has been experienced and brought to the City's attention.

c. Contract 3 Blackfalds to OMF Pipeline – Pidherney's:

   i. Pidherney's is currently completing the south CP rail crossing. Difficulty with the soils arose with auguring the section so they are now proceeding with a horizontal casing hammer.

   ii. Pidherney's is working on the regional waterline crossing north of Precision Drilling.

d. Contact 4 Blackfalds LS - Alpha:

   i. Alpha anticipates completing the third and final level of concrete wall pours mid-July before proceeding to pour the main level.

   ii. All PC Sum equipment has been ordered and delivery timelines are within schedule.

e. Contract 5 Lacombe to Blackfalds - Hamm:

   i. Hamm is currently completing stripping along the alignment.

   ii. ISCO Industries has been retained to complete HDPE fusing.

   iii. Hamm mobilized a horizontal drilling crew to site. They anticipate trenching between drills to start in late August.

f. Contract 6 Lacombe LS - Chandos:

   i. Chandos is currently completing the second and final lift of concrete walls and anticipates completion in early August.

   ii. Chandos updated their construction completion schedule which now conforms to the Contract's completion date of February 22, 2017.

NRDRWWSC PROJECT SCHEDULE AND CASH FLOW

North Red Deer Regional Wastewater Services Commission Project Summary

Updated July 10, 2017

Task Name	Current Budget	Total Spent to June 30, 2017	Construction Spent to June 30, 2017	Estimate to Complete	Percent Complete
Preliminary Design	$ 780,000	$ 780,000		$ -	100.00%
Specialty Services	$ 1,077,000	$ 867,433		$ 209,567	80.54%
SCADA System Development	$ 254,000	$ 57,704		$ 196,296	22.72%
Contract 1	$ 10,305,721	$ 3,454,797	$ 2,455,418	$ 6,850,924	33.52%
Contract 2	$ 4,403,372	$ 1,366,932	$ 1,139,274	$ 3,036,441	31.04%
Contract 3	$ 13,813,095	$ 7,653,288	$ 765,000	$ 6,159,807	55.41%
Contract 4	$ 10,977,510	$ 3,968,417	$ 397,413	$ 7,009,093	36.15%
Contract 5	$ 20,456,677	$ 4,628,071	$ 2,402,985	$ 15,828,606	22.62%
Contract 6	$ 8,781,567	$ 1,563,027	$ 1,122,084	$ 7,218,540	17.80%
Overall Total	**$ 70,848,942**	$ 24,339,668	$ 8,282,174	$ 46,509,274	34.35%

AT Grant Calculation October 12, 2016 $ 71,840,000

Original Budget	Difference From Original Budget	Reason
$ 780,000	$ -	N/A
$ 917,000	$ (160,000)	Additional Land Agent Costs
$ -	$ (254,000)	Alarm Monitoring System Installation
$ 4,827,000	$ (5,478,721)	Added CRD Infrastructure - Eng. and Const.
$ 5,218,000	$ 814,628	OMF Tender Under Budget
$ 10,268,000	$ (3,545,095)	Pipeline Tender Over Budget
$ 9,238,000	$ (1,739,510)	Blackfalds LS Tender Over Budget
$ 25,603,000	$ 5,146,323	Savings based on latest OPC
$ 8,738,000	$ (43,567)	Negligible
$ 65,589,000	**$ (5,259,942)**	

Task Name	Forecasted Cost	Total Forecasted Cost	Total Spent To Date	Past Spent: Spent To Date - End of Q2, 2016 (April-Jun)	Spent To Date - End of Q3, 2016 (Jul-Sept)	Spent to Date - End of Q4, 2016 (Oct-Dec)	Spent to Date - End of Q1, 2017 (Jan-Mar)	Q2 2017: April	May	June	Forecasted: Q3 2017: July	August	September	Q4 2017: October	November	December	Q1 2018: January	February	March	Total Budget ($M)
NRDRWWSC Design - Preliminary Design																				
Preliminary Design	780,000	780,000	780,000	$ 702,000	$ 66,000	$ 12,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	**$ 780,000**
NRDRWWSC Design - Specialty Services																				
Task 501 - Legal Survey/IOP's	290,000		184,609	$ -	$ 5,000	$ 6,000	$ 113,604	$ 9,987	$ 24,139	$ 25,879	$ 15,000	$ 14,000	$ 10,000	$ 8,500	$ 9,000	$ 9,000	$ 8,000	$ 12,000	$ 20,000	**$ 290,109**
Task 502 - Environmental Services	180,000		175,877	$ 19,000	$ 144,000	$ 11,000	$ 1,532	$ -	$ 345	$ -	$ 1,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 3,100	**$ 179,977**
Task 503 - Utility Rate Analysis	7,000		3,463	$ 3,463	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,500	$ 2,000	**$ 6,963**
Task 504 - Geotechnical Investigation	160,000	1,077,000	144,094	$ 18,000	$ 50,000	$ 33,000	$ 4,396	$ 34,543	$ 4,155	$ -	$ 6,000	$ 3,500		$ -	$ -	$ -	$ -	$ 3,500	$ 2,500	**$ 159,594**
Task 505 - Land Agent Services	240,000		240,000	$ 2,290	$ 132,622	$ 75,666	$ 29,423	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	**$ 240,000**
Task 505 - CO#2 - Land Agent	160,000		88,280	$ -	$ -		$ 47,898	$ 31,907	$ -	$ 8,476	$ 10,000	$ 8,000	$ 9,000	$ 10,000	$ 12,000	$ 16,000	$ -	$ -	$ 7,000	**$ 160,280**
Task 506 - Locators	40,000		31,109	$ 2,000	$ 25,000	$ 3,000	$ 1,109	$ -	$ -	$ -	$ 1,000	$ 2,500	$ 2,000	$ -	$ -	$ -	$ 1,200	$ 1,000	$ 1,000	**$ 39,809**
SCADA, Automation and Website Development																				
Entire Project (All Contracts)	254,000	254,000	57,704	$ -	$ -	$ -	$ 4,387	$ 18,222	$ 18,223	$ 16,872	$ 15,500	$ 6,000	$ 6,000	$ 6,000	$ 6,000	$ 4,000	$ 26,000	$ 62,000	$ 65,000	**$ 254,203**
Contract 1 (CRD WWTP to OMF)																				
Land Acquisition	400,000		400,000	$ -	$ -	$ -	$ 400,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	**$ 400,000**
Detailed Design	239,000		239,000	$ 59,000	$ 14,000	$ 166,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	**$ 239,000**
CO #1 Detailed Design	145,000		145,000	$ -	$ -	$ 91,000	$ 54,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	**$ 145,000**
Tender	48,000	10,305,721	46,980	$ -	$ -	$ -	$ 46,980	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	**$ 46,980**
Construction (Actual)	8,950,893		2,455,418	$ -	$ -	$ -	$ -	$ -	$ 1,464,026	$ 991,392	$ 864,000	$ 519,464	$ 451,931	$ 641,642	$ 432,925	$ 810,741	$ 1,068,888	$ 845,230	$ 860,124	**$ 8,950,363**
Construction Services	484,100		168,399	$ -	$ -	$ -	$ 33,836	$ 46,525	$ 43,925	$ 44,113	$ 37,053	$ 38,682	$ 38,264	$ 33,659	$ 36,259	$ 46,123	$ 43,230	$ 42,431	$ -	**$ 484,100**
Post Construction	38,728		-	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 10,000	$ 10,000	$ 18,728	**$ 38,728**
Contract 2 (OMF)																				
Land Acquisition	100,000		-	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 100,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	**$ 100,000**
Detailed Design	108,000		108,000	$ 81,000	$ 27,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	**$ 108,000**
Tender	19,555	4,403,372	20,585	$ -	$ -	$ 6,750	$ 13,835	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	**$ 20,585**
Construction (Actual)	3,920,952		1,139,274	$ -	$ -	$ -	$ 442,097	$ 302,474	$ 333,130	$ 61,574	$ 311,161	$ 456,464	$ 1,215,741	$ 240,670	$ 282,925	$ 195,332	$ 78,855		$ -	**$ 3,920,422**
Construction Services	235,260		99,073	$ -	$ -	$ -	$ 32,226	$ 22,095	$ 26,739	$ 18,014	$ 18,014	$ 18,014	$ 18,014	$ 16,044	$ 21,322	$ 28,970	$ 15,810	$ -	$ -	**$ 235,260**
Post Construction	19,605		-	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 9,605	$ 10,000	$ -	**$ 19,605**
Contract 3 (OMF to Blackfalds LS)																				
Land Acquisition	1,000,000		1,000,000	$ -	$ -	$ -	$ 1,000,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	**$ 1,000,000**
Detailed Design	196,000		196,000	$ 59,000	$ 38,000	$ 44,000	$ 55,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	**$ 196,000**
Tender	59,290	13,813,095	42,690	$ -	$ -	$ 4,000	$ 38,690	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	**$ 42,690**
Construction (Actual)	11,858,183		6,143,749	$ -	$ -	$ -	$ 5,358,181	$ 335,000	$ 330,004	$ 120,563	$ 765,000	$ 860,000	$ 820,000	$ 930,000	$ 885,000	$ 774,000	$ 680,000	$ -	$ -	**$ 11,857,749**
Construction Services	652,190		270,850	$ -	$ -	$ -	$ 85,182	$ 58,413	$ 64,324	$ 62,931	$ 55,287	$ 50,825	$ 56,415	$ 70,275	$ 84,068	$ 64,471	$ -	$ -	$ -	**$ 652,190**
Post Construction	47,432		-	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 10,000	$ 17,432	$ 20,000	$ -	$ -	**$ 47,432**
Contract 4 (Blackfalds LS)																				
Land Acquisition	-		-	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	**$ -**
Detailed Design	196,000		196,000	$ 81,000	$ 115,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	**$ 196,000**
Tender	50,380	10,977,510	50,381	$ -	$ -	$ -	$ 50,381	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	**$ 50,381**
Construction (Actual)	10,076,190		3,418,772	$ -	$ -	$ 461,313	$ 1,186,574	$ 729,223	$ 448,859	$ 592,803	$ 397,413	$ 976,888	$ 2,271,187	$ 1,073,542	$ 433,713	$ 241,344	$ 200,742	$ 150,742	$ 911,873	**$ 10,076,215**
Construction Services	604,560		303,264	$ -	$ -	$ -	$ 123,063	$ 56,122	$ 67,279	$ 56,799	$ 35,162	$ 46,319	$ 35,162	$ 35,162	$ 29,752	$ 33,961	$ 45,332	$ 40,446	$ -	**$ 604,560**
Post Construction	50,380		-	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 10,380	$ 20,000	$ 20,000	**$ 50,380**
Contract 5 (Blackfalds LS to Lacombe LS)																				
Land Acquisition	1,600,000		1,600,000	$ -	$ -	$ -	$ 1,600,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	**$ 1,600,000**
Detailed Design	370,000		370,000	$ -	$ 36,000	$ 56,000	$ 259,465	$ 18,535	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	**$ 370,000**
Tender	100,000	20,456,677	111,025	$ -	$ -	$ -	$ 111,025	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	**$ 111,025**
Construction (Actual)	17,456,677		2,402,985	$ -	$ -	$ -	$ 2,402,985	$ -	$ -	$ -	$ 2,050,000	$ 2,600,000	$ 2,100,000	$ 2,400,000	$ 2,050,000	$ 953,500	$ 1,650,000	$ 750,000	$ 400,000	**$ 17,356,485**
Construction Services	850,000		144,061	$ -	$ -	$ -		$ 26,275	$ 52,550	$ 65,235	$ 67,475	$ 69,639	$ 78,222	$ 68,520	$ 54,714	$ 72,331	$ 100,878	$ 115,160	$ 80,045	**$ 851,045**
Post Construction	80,000		-	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 24,000	$ 28,000	$ 28,000	**$ 80,000**
Contract 6 (Lacombe LS)																				
Land Acquisition	-		-	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	**$ -**
Detailed Design	233,000		233,348	$ -	$ 21,000	$ 212,000	$ 348	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	**$ 233,348**
Tender	39,945	8,781,567	40,250	$ -	$ -	$ -	$ 40,250	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	**$ 40,250**
Construction (Actual)	7,989,337		1,122,084	$ -	$ -	$ -	$ 272,495	$ 411,921	$ 127,954	$ 309,715	$ 493,684	$ 801,931	$ 497,413	$ 1,086,888	$ 1,705,187	$ 1,528,542	$ 314,713	$ 271,344	$ 150,742	**$ 7,972,527**
Construction Services	479,340		167,345	$ -	$ -	$ -	$ 21,617	$ 43,235	$ 48,733	$ 53,761	$ 36,467	$ 36,467	$ 32,143	$ 27,820	$ 28,055	$ 28,055	$ 29,935	$ 43,988	$ 49,065	**$ 479,340**
Post Construction	39,945		-	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 9,945	$ 10,000	$ 20,000	**$ 39,945**
Total ($M)	**70,848,942**	**70,848,942**	**24,339,668**	**$ 1,026,753**	**$ 673,622**	**$ 1,181,729**	**$ 13,830,579**	**$ 2,144,476**	**$ 3,054,383**	**$ 2,428,126**	**$ 5,279,216**	**$ 6,508,692**	**$ 7,641,493**	**$ 6,648,720**	**$ 6,080,919**	**$ 4,823,802**	**$ 4,347,512**	**$ 2,417,341**	**$ 2,639,176**	**$ 70,726,539**
Overall Construction Total ($M)				**$ 1,026,753**	**$ 1,700,375**	**$ 2,882,104**	**$ 16,712,683**	**$ 18,857,159**	**$ 21,911,542**	**$ 24,339,667**	**$ 29,618,883**	**$ 36,127,576**	**$ 43,769,068**	**$ 50,417,789**	**$ 56,498,707**	**$ 61,322,510**	**$ 65,670,022**	**$ 68,087,363**	**$ 70,726,539**	**$ 70,726,539**
									Q2 Total	$ 7,626,985		Q3 forecast	$ 19,429,401		Q4 forecast	$ 17,553,441		Q1 forecast	$ 9,404,030	

North Red Deer Regional Wastewater Services Commission

AGENDA REPORT

SUBJECT:	**Project Tour**
PREPARED BY:	**John Van Doesburg, Commission Administrator**
PRESENTED BY:	**Matthew Goudy, Administrator**
DATE:	**July 9, 2017**

PURPOSE:
To provide an update to the Commission on the progress of the capital projects with a tour of each site for the project to begin at the end of the July 24th meeting.

BACKGROUND:
The Wastewater Transmission system has started the construction of all six individual contracts of the capital project.

ISSUE ANALYSIS:
The site tours will reviews the progress of the project.

10:00 am – Start location will be at Lacombe City Hall, transportation provided
10:00 am – 1:00 pm Tour of six site areas
1:00 pm – Lunch
2:00 pm – End location at Lacombe City Hall

FINANCIAL IMPLICATIONS: N/A

ALTERNATIVES:

N/A

ATTACHMENTS: None

ACTION/RECOMMENDATION:

THAT the Commission attend the Project Tour after the regular Commission meeting of Monday, July 24, 2017 to view the progress.