



North Red Deer Regional Wastewater Services Commission

Regular Meeting Agenda

Date:	September 18, 2023	Time:	10:00 am
Location:	COUNCIL CHAMBERS, CITY OF LACOMBE, AB		
Invitees:	<p>Members: Mayor Grant Creasey, City of Lacombe – Chair Mayor Jamie Hoover, Town of Blackfalds – Vice Chair Councillor John Ireland, Lacombe County – Director</p> <p>NRDRWWSC CAO: Director Jordan Thompson, City of Lacombe</p> <p>Others: Councillor Thalia Hibbs, City of Lacombe Councillor Marina Appel, Town of Blackfalds Councillor Ken Weenink, Lacombe County CAO Kim Isaak, Town of Blackfalds CAO Matthew Goudy, City of Lacombe Director Preston Weran, Town of Blackfalds Director Michael Minchin, Lacombe County Manager Tim Timmons, Lacombe County Senior Manager Tracey McKinnon, City of Lacombe Manager Amber Mitchell, City of Lacombe Manager Chris Huston, City of Lacombe Legislative Coordinator Denise Bellabono, City of Lacombe</p> <p>Guests: Joel Sawatzky, Stantec Consulting Ltd. Todd Simenson, Stantec Consulting Ltd. Stephen Weninger, Stantec Consulting Ltd.</p>		
Recorded by:	Iwalani Post - Administrative Assistant NRDRWWSC		
	1. Call to Order by Chair		
	2. Adoption of Agenda		
	3. Adoption of Minutes		
	3.1 Regular Meeting Minutes – June 19, 2023		
	4. Presentations		
	5. Reports		

5.1 Administration

5.2 Chair

6. New Business / Emergent Items:

6.1 Blackfalds Lease Amendment Request

6.2 City of Lacombe Management Services Contract Renewal (2024-2027)

7. In Camera

7.1 Legal (FOIP Section 24)

8. Next Meeting Date

November 6, 2023 at 10:00 am in Council Chambers, City of Lacombe

9. Adjournment

MEETING MINUTES
June 19, 2023
COUNCIL CHAMBERS
LACOMBE AB

In Attendance:

Members: Mayor Grant Creasey, NRDRWWSC Chair, City of Lacombe
Mayor Jamie Hoover, NRDRWWSC Vice-Chair, Town of Blackfalds
Councillor John Ireland, Lacombe County

Others: Jordan Thompson, NRDRWWSC CAO
Denise Bellabono, NRDRWWSC Administrative Assistant
Matthew Goudy, CAO, City of Lacombe
Councillor Ken Weenink, Lacombe County
Preston Weran, Director of Infrastructure & Property Services, Town of Blackfalds
Tracey McKinnon, Sr. Manager of Finance, City of Lacombe
Amber Mitchell, Engineering Manager, City of Lacombe
Chris Huston, Utilities Manager, City of Lacombe
Angela Smith, Regional Utilities Foreman, City of Lacombe
Iwalani Post, Administrative Assistant, City of Lacombe

Guests

Regrets: Justin DeBresser, Acting CAO, Town of Blackfalds
Tim Timmons, County Manager, Lacombe County
Michael Minchin, Director of Corporate Services, Lacombe County
Chris Huston, Utilities Manager, City of Lacombe

1. Call to Order:

Chair Creasey called the meeting to order at 12:10 pm.

2. Adoption of the Agenda:

MOVED by Councillor Ireland that the Regular Meeting Agenda for June 19, 2023, be adopted as presented.

CARRIED UNANIMOUSLY

3. Adoption of Minutes:

3.1. Regular Meeting Minutes of April 3, 2023

MOVED by Vice-Chair Hoover that the minutes for April 3, 2023 meeting be adopted as circulated.

CARRIED UNANIMOUSLY

4. Presentations

5. Reports:

5.1. Administration

CAO Thompson presented the Administration Report highlighting a meeting with the CAO of the South Red Deer Regional Wastewater Commission to discuss rate modeling and other areas of mutual interest.

YTD revenue and expenses are lower than budgeted and the Commission's net deficit is approximately \$96K due to budget timing of expenses.

Operations noted that the Commission is no longer participating in the University of Calgary wastewater monitoring as only a few communities were selected to continue with the program. Planned spring maintenance includes inspections, weed control at all sites, and sampling of the biofilter media at Blackfalds and OMF.

MOVED by Councillor Ireland that the Commission accept the Administration Report as information.

CARRIED UNANIMOUSLY

6. New Business / Emergent Items

7. Next Meeting:

Monday, September 18, 2023, at 10:00 am, City of Lacombe Council Chambers.

8. Adjournment:

MOVED by Vice-Chair Hoover that the North Red Deer Regional Wastewater Services Commission meeting of June 19, 2023, be adjourned at 12:14 pm.

CARRIED UNANIMOUSLY

Chair

Administrator



ADMINISTRATION REPORTS

Administrative, Financial & Operational

Date: September 18, 2023

Created by: CAO, Sr. Finance Manager, Operations Supervisor

ADMINISTRATIVE

- Administration has initiated its internal budget preparation processes.
- The Board typically considers the budget during their November regular meeting.

FINANCIAL

Table 1 - Wastewater volumes (in cubic meters) - January to July

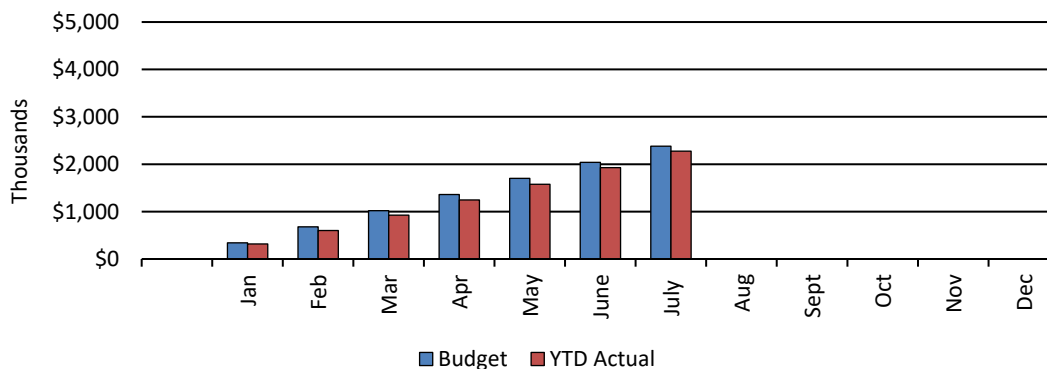
Member	2022	2023
City of Lacombe	811,180	763,868
Town of Blackfalds	387,415	388,861
Lacombe County	14,253	30,338
Septic Receiving Station	0	500
Total	1,212,848	1,183,567

Wastewater volumes have decreased over the prior year by 29,281 cubic meters or 2.4%.

Revenue

As of July, YTD (year to date) actual revenues are lower than YTD budgeted revenues by \$104,110 or 4%. The YTD revenue variances can be attributed to our budgeting allocation which involves evenly distributing the Wastewater treatment revenue budget evenly across all months of the year.

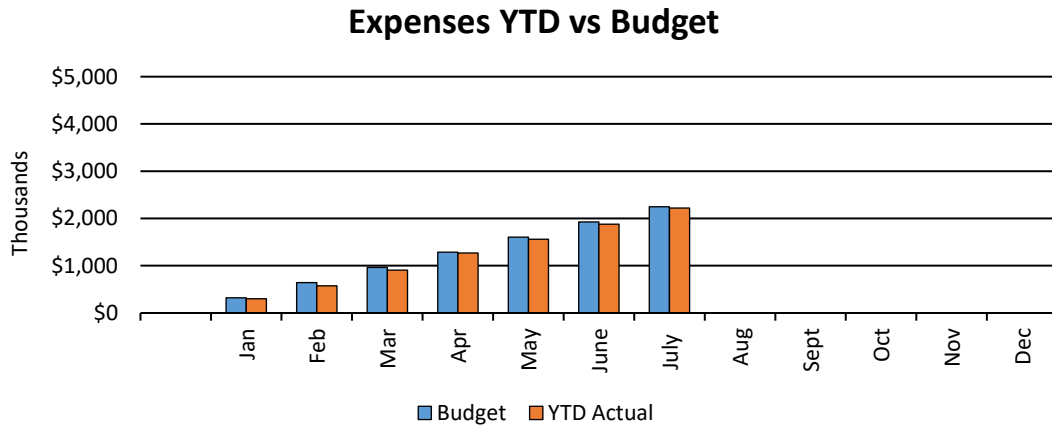
Revenue YTD vs Budget



Expenses

As of July, the YTD actual expenses are lower than YTD budget by \$26,772 or 1%. The YTD wastewater treatment fees are under budget by \$97k which correlates to the YTD revenue variance. Bulk chemical purchases and annual insurance payments are over the year-to-

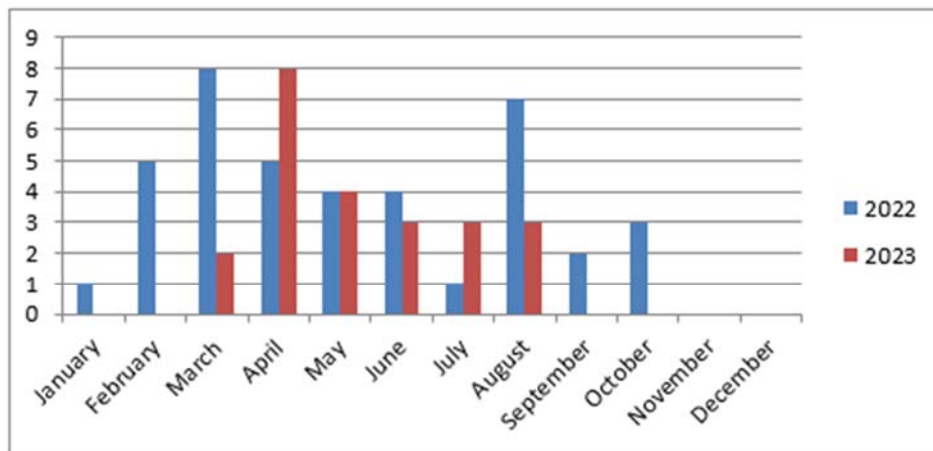
date budget by \$68k deficit, but this is a budget timing difference that is expected to disappear by the end of the year.



YTD Surplus/Deficit

As of July 2023, the YTD net deficit is approximately \$77,338, largely due to budget timing of expenditures (i.e., Insurance, natural gas, and bulk chemical purchases).

OPERATIONAL



June - 3 July - 3 August - 3
2022 = 40 locates completed (2021 = 59)
2023 to date = 23 requests

Notable activities since last report

Lacombe:

- Wastewater meters were tested in August.

Blackfalds:

- The goats arrived in August for weed control at the site. They will be back in October to polish off the tansy and absinth, along with any other sprouts.
- Stantec, T&T power, and Vector Electric are ensuring the new harmonic filters are operating at design parameters.
- Biofilter media is scheduled for sampling and testing in mid-September.

OMF:

- The water well and wet well are scheduled for inspection starting late September.
- Biofilter media is scheduled for sampling and testing in mid-September.

Planned Fall/Winter maintenance activities:

- Inspect and ensure all heat tape is operational, and generally get the sites ready for Winter.

ATTACHMENTS: N/A



REQUEST FOR DECISION

Blackfalds Lease Amendment Request

Date: September 18, 2023

Prepared by: Jordan Thompson, CAO

Presented by: Jordan Thompson, CAO

PURPOSE:

To seek the Board's approval to amend its Lease Agreement with the Town of Blackfalds, returning a leased lagoon cell, to the Town for their municipal use. The NRDRWWSC does not require the cell for emergency storage.

ACTION/RECOMMENDATION:

THAT the Commission Directs Administration to enter into the amending lease agreement with the Town of Blackfalds, returning the Town's easternmost lagoon cell to the Town for their municipal use, as presented.

ISSUE ANALYSIS:

The Town plans to use the easternmost lagoon cell as a hydro-vac dump area for semi-solids and grit from cleaning the Town's lift stations in the spring and fall. The Town's waste would remain in the proposed cell until it is mostly evaporated, ultimately, the remaining materials would be tested and dredged and hauled to landfill. The Town had previously been disposing of its materials at the Red Deer wastewater treatment facility dumping station, but the City of Red Deer no longer permits this activity from contractors, or other municipalities outside of the City of Red Deer.

The Commission's 99-year (\$1/year) lease with the Town is to utilize their former lagoon cells as emergency storage in the event the lift station shuts down due to failure or for planned maintenance. The lift station engineer of record, Stantec, confirmed that the small easternmost lagoon cell is NOT calculated into the Commission's emergency storage volumes. Transferring the cell back to the Town does not impact Commission operations.

ALTERNATIVES:

The Commission may choose to:

- A. ***[Recommended]*** THAT the Commission Directs Administration to enter into the amending lease agreement with the Town of Blackfalds, returning the Town's easternmost lagoon cell to the Town for their municipal use, as presented.

OR

- B. ***[Alternative]*** THAT the Commission Directs Administration to negotiate the following terms and return the amended agreement to a future meeting for the Board's consideration:
- ***[mover to specify terms]***

OR

- C. ***[Alternative]*** THAT the Commission accept this report as information.

ATTACHMENTS:

1. NRDRWWSC/Town of Blackfalds Facility Ground Lease Agreement 2019
2. Facility Ground Lease Amending Agreement 2023

THIS FACILITY GROUND LEASE AGREEMENT MADE THIS 3 DAY

OF JULY, 20 .

BETWEEN:

Town of Blackfalds
Province of Alberta

(the "Town")

- and -

North Red Deer Regional Wastewater Services Commission

(the "Commission")

LIFT STATION/LAGOON FACILITY GROUND LEASE AGREEMENT

IN CONSIDERATION of the mutual covenants and agreements contained in this Facility Ground Lease Agreement ("**Lease**"), the receipt and sufficiency of which consideration is acknowledged by the Town and the Commission, the Parties agree as follows:

1. Lands

1.1 The Town is registered owner of those lands in the Province of Alberta legally described as:

Part of Lot F
NW 1/4 SEC 23 TWP 39 RGE 27
West of the 4th Meridian
As per the attached diagram

(the "**Lands**")

1.2 On the Lands is situated a **Lagoon/Lift Station** of approximately **4.71 hectares** as more particularly shown as the shaded shown area on Schedule "A" hereto which the Commission wishes to lease from the Town on the terms of this Agreement and additionally that area labelled as the "proposed access r/w" on Schedule "A" (herein the "**Leased Area**").

2. Term and Rent

2.1 The Commission shall lease the Leased Area for a Ninety-nine (99) year term commencing on **July 1, 2018** and terminating on **June 30, 2117** unless renewed, extended or terminated as per this Agreement

2.2 The Commission shall pay an annual rent of **One (\$1.00)** Dollar for the original term of this Lease which rent shall be prepaid in full by the payment of \$99.00 to be payable on the execution of this Agreement.

2.3 If a Court or Governing body of competent authority determines that the length of this lease is contrary to Law, the Parties agree that the lease term as set by such Authority shall prevail and the Lease continue on that basis.

3. Renewal

3.1 The Commission shall have the option to a renewal of this Lease if it is not in default under this Lease for a further term of Ninety-nine Years from the date the term of this Lease expires, on the identical terms and conditions, including the rent. The Commission shall notify the Town in writing not less than 90 days before the expiry of the term of this Lease of its intention to renew failing which the option to renew shall be null and void.

4. The Commission's Covenants with the Town:

4.1 The Commission will not, without having obtained permission of the Town in writing, whose permission may be withheld arbitrarily in the Town's sole discretion, use the Leased Area for any purpose other than the operation of a wastewater storage or treatment site and all other usage reasonably related to or connected with this operation.

4.2 The Commission shall promptly comply with any statutes, ordinances, by-laws, rules, order or regulations issued by any competent provincial, municipal or federal government authority or by any insurance organization on account of, or applying to, the occupancy of the Leased Area.

4.3 If any laws, directions, orders, rules, regulations or by-laws require any changes to the Leased Area, the Commission shall, at its sole expense, pay for the required changes after first obtaining Town's consent to the proposed changes.

4.4 The Commission will not, without having obtained permission of the Town in writing, whose permission may be withheld arbitrarily in the Town's sole discretion, assign or sublet its interest, or any part of its interest, under this Lease. Any assignment of this Lease shall not relieve the Commission from the covenants and agreements contained in this Lease, notwithstanding the assignment. An approved assignee must covenant with the Town to be bound by this Lease.

4.5 The Commission shall, at its cost, obtain and maintain comprehensive general liability insurance in accordance with industry standards, in no event less than a minimum of \$5,000,000.00 per occurrence, for the mutual benefit of the Town and the Commission, against claims for personal injury, death or property damage arising in or upon the Leased Area. Any insurance maintained shall note the Town as an additional named insured, and each policy shall be fully exhausted before calling into contribution any other insurance available to the Town. Any insurance policy shall be without rights of cross claim or subrogation against the Town. Proof of insurance must be provided to the Town with a

provision that the insurer will not cancel the insurance without first giving at least sixty (60) days' notice to the Town of any breach by the Commission. The Commission shall, at its cost, obtain and maintain automobile liability insurance and environmental impairment liability insurance covering all activities upon the Leased Area, and "all risks" property insurance on the facilities and any property owned by the Commission. Without limiting the generality of the foregoing, the Commission shall obtain, at its sole cost, any other form of insurance as the Town or Commission may reasonably require from time to time in form, in amounts and for insurance risks against which a prudent tenant under similar circumstances would insure.

- 4.6 The Commission may register this Lease at Land Titles Office by filing a Caveat.
- 4.7 Unless otherwise specifically provided for in this Lease, the taking of possession shall be conclusive evidence as against the Commission that at such time the Leased Area were in good and satisfactory condition on an "as is, where is" basis.
- 4.8 The Commission will be responsible and required to pay for all associated cost of improvements that may arise under current or future bylaw infringements, future local improvements or provincial/federal enforcement orders resulting within the lease lands.
- 4.9 The Commission shall maintain, operate and keep the Leased Area and the Lift Station and Lagoon in good order, condition and repair as would a careful and prudent owner during the term of this Lease. The Commission shall be responsible for periodically repairing, reconstructing or replacing any portions of the Lift Station and Lagoon as necessary due to age, obsolescence, wear and tear or inefficiency.
- 4.10 The Commission will take on the liability of any failure to comply with then applicable environmental laws or Alberta Environment and Parks (or its successor entity) rules and will be the sole responsibility of the Commission who will indemnify the Town in respect of the same for the Lagoon.
- 4.11 The Commission shall be responsible for any and all improvements constructed upon or installed in the Leased Area by the Commission with the approval of the Town in its sole discretion prior to being commenced and must be in accordance with all relevant laws and permitting requirements. Upon the expiry of the Lease or earlier termination, the Town may require the removal of the Commission, any improvements constructed upon or installed upon the Leased Area and/or the restoration of the Leased Area to the same condition that the Leased Area was in prior to the installation of the improvements. Additionally, should any improvements remain upon the Leased Area at the expiry of the Lease, at the discretion of the Town, these improvements shall become the property of the Town.
- 4.12 The Commission shall, during the term of this Lease or any renewal thereof, be responsible for all business, sales, machinery, equipment and all other taxes and assessments, including school taxes and improvement taxes, utilities, charges and rates, as well as permit or license fees, as well as those property, business, sales or income taxes arising from or related to the Commission's use and lease of the Leased Area.
- 4.13 The Commission covenants not to permit any construction, mechanics' or other liens,

mortgages, or conditional sales contracts to be registered against title to the Leased Area. Whenever and so often as any such lien, mortgage or contract shall be registered on title or claim be filed, the Commission shall within sixty (60) days after the Commission has notice of the claim, lien, mortgage or contract, procure the discharge thereof by payment or by giving security therefor in such other manner as is or may be required or permitted by law. The Town shall have the right, but not the obligation to procure the discharge as aforesaid whereupon all sums paid by the Town to procure the discharge, as well as all the Town's costs including legal fees on a solicitor and client basis, shall be repaid forthwith upon demand by the Commission. Notwithstanding the foregoing, the Commission may contest the validity of any such lien, provided the Commission shall first either obtain an order from a Court of competent jurisdiction discharging the lien or encumbrance from the title to the Leased Area by payment into Court, or furnish to the Town against all loss or damage which the Town might suffer or incur thereby, security satisfactory to the Town in format and amount.

5. Environmental Obligations

- 5.1 Without limiting any other provision of the Lease including Section 4.10 hereof, the Commission agrees to comply in all respects with all laws, ordinances, rules and regulations relating to the storage, transport, use or disposal of toxic and hazardous material (hereinafter called "**Hazardous Substance**"), including specifically, without limitation, the *Waste Control Regulation, Environmental Protection and Enhancement Act, Canadian Environmental Protection Act, the Clean Air Act, and the Workplace Hazardous Materials Information System* legislation. The Commission agrees to indemnify and hold the Town harmless from and against any and all claims, losses, costs, damages, liabilities, civil fines and penalties, criminal fines and penalties, expenses (including legal costs on a solicitor and his own client full indemnity basis), cleanup costs or other injury resulting from or arising out of the Commission's (including employees, contractors and agents) failure to comply with the foregoing sentence. The Commission agrees to post and keep posted in a prominent location of the working area of the Leased Area any memorandum or bulletin from the Town concerning Hazardous Substances. The foregoing indemnity shall survive the termination of the Lease, any subsequent renewals and shall continue until the applicable statute of limitation runs out.
- 5.2 Excepting the presence of any wastewater that is stored or treated on the Leased Area which composition of wastewater is within all applicable laws in force from time to time, in which case the Town expressly consents to the presence thereof, the Commission shall not cause or permit any Hazardous Substance, as defined or declared to be such pursuant to any environmental laws, to be brought upon, kept or used in or about the Leased Area or any part thereof without the prior written consent of the Town, which consent will not be unreasonably withheld if the Commission demonstrates to the Town's reasonable satisfaction that the Hazardous Substance is reasonably necessary for the Commission's permitted use of the Leased Area and that it will be used, kept, stored and disposed of in a manner that complies with all environmental laws regulating the Hazardous Substances.
- 5.3 The Commission shall at the Commission's own expense comply with all environmental laws regulating the manufacture, use, storage, transportation and disposal of Hazardous Substances and shall make, obtain and deliver all reports and studies required by any authority.

- 5.4 The Commission shall not cause or permit any Hazardous Substance, as defined or declared to be such pursuant to any environmental laws, to be brought upon, kept or used in or about the Leased Area or any part thereof without the prior written consent of the Town, which consent will not be unreasonably withheld if the Commission demonstrates to the Town's reasonable satisfaction that the Hazardous Substance is reasonably necessary for the Commission's permitted use of the Leased Area and that it will be used, kept, stored and disposed of in a manner that complies with all environmental laws regulating the Hazardous Substances.
- 5.5 The Town may at any time and from time to time inspect the Leased Area and the Commission's records for the purpose of identifying the existence, nature and extent of any Hazardous Substance on the Leased Area and the Commission's use, storage and disposal of any Hazardous Substance, and the Commission agrees to cooperate with the Town in its performance of such inspection. If the Town, acting reasonably, determines following any such inspection that further testing or investigation is required in order to monitor the Commission's compliance with any environmental laws, the Town may at its option require the Commission, at its expense, to arrange for such testing or investigation, or may arrange for such testing or investigation itself, in which case the Town's cost of any such testing or investigation shall be paid by the Commission to the Town forthwith upon demand thereof.
- 5.6 If any authority shall require the cleanup of any Hazardous Substances held, released, spilled, abandoned or placed upon the Leased Area or released into the environment by the Commission in the course of the Commission's operations or as a result of the Commission's use or occupancy of the Leased Area, then the Commission shall at its own expense, prepare all necessary studies, plans and proposals and submit the same for approval, provide all bonds and other security required by authorities and carry out and complete the work required, provide to the Town full information with respect to proposed plans and the status from time to time of its cleanup work and comply with the Town's reasonable requirements with respect to such plans.
- 5.7 If the Commission creates or brings to the Leased Area any Hazardous Substance or if the conduct of the Commission's operations shall cause there to be any Hazardous Substance at the Leased Area then, notwithstanding any provision in this Lease or rule or law to the contrary, such Hazardous Substance shall be and remain the sole and exclusive property of the Commission and shall not become the property of the Town notwithstanding the degree of affixation to the Leased Area of the Hazardous Substance or the goods containing the Hazardous Substance, and notwithstanding the expiry or early termination of the Lease.
- 5.8 Upon the expiration or early termination of the Term, the Commission at its sole expense shall comply with all environmental laws that are in place as may exist at that respective time, governing the wastewater lagoon, with respect to reclamation of the wastewater lagoon at the time.

6. Reclamation Obligations

- 6.1 Upon the expiry of the Lease or the early termination thereof, the Commission shall, within

no longer than eighteen (18) months of the date of early termination of the Lease or the expiration of the Term, without limiting the generality of anything contained herein:

- (a) comply with all environmental obligations with respect to closure and remediation obligations of any wastewater lagoon as imposed by all applicable authorities at the time;
- (b) submit a reclamation plan to the Town to obtain its approval, as the lessor of the Leased Area, which approval shall be granted by the Town, acting reasonably;
- (c) in the event of any ambiguity or discrepancy as contained in this Agreement or in any applicable law as applicable, the Commission shall comply with the obligation that is more restrictive or onerous;

6.2 Without limiting Section 6.1, the Commission acknowledges that the Commission shall provide to the Town, for the Town's written approval, a proposed closure plan that sets forth sufficient detail as to the Commission's plans for its closure and reclamation obligations of the lagoon and the Leased Area. This proposed closure plan shall provide such detail as the Town reasonably requires, such that the Town is able to determine with reasonable certainty what steps, in sequential order, that the Commission will embark upon and when the aforesaid steps will be embarked upon to achieve the Commission's obligations in Section 6.1. This plan shall be provided by the Commission to the Town prior to the Lease Commencement Date. The Commission will provide written updates to the Town with respect to any revisions to the proposed closure plan.

7. Indemnity

7.1 The Commission shall indemnify and hold harmless the Town, including all employees, councilors, administrators, insurers and contractors, from all costs, liabilities, claims, damages or expenses, including without limitation, any claims for personal injury, death or property damage, arising out of any work done by or on behalf of the Commission or any act, neglect or omission of the Commission or its employees, agents, contractors, invitees, concessionaires or licensees in or about the Leased Area, or due to or arising out of any breach by the Commission or any provision in this Lease, including all expenses incurred in connection with any claim, action or proceedings brought. These expenses will include the Town's legal costs on a solicitor and his own client full indemnity basis; as well, cover any losses suffered as a result of the Lease and the Commission's use and occupation of the Leased Area (including any environmental liabilities), in addition to the existing indemnity provisions. This indemnity is to survive the termination of the Lease indefinitely.

8. Termination of Lease

8.1 The parties may terminate this Lease by written agreement. For absolute certainty, the Town shall be entitled to terminate this Lease, without cause or without the Commission having defaulted on its obligations to the Town, by the provision of no less than sixty (60)

months to the Commission.

9. Town's Covenants with Commission:

- 9.1 Upon Commission paying the rents and performing and observing the terms, covenants and conditions set out in this Lease it shall and may peaceably and quietly enjoy the Leased Area for the term of this Lease or any renewal thereof without any interruption, hindrance or disturbance by Town or any other person(s) making a claim under it.
- 9.2 It is agreed that the Town's current or future use of the remainder of the Lands shall not interfere with the operation of the Commission on the Leased Area unless necessary planned or emergency interference is required by the Town. In this event, the Town shall communicate to the Commission its plan to mitigate the change in use in a timely manner.
- 9.3 The Town shall at all times during the currency of this Lease grant to the Commission unlimited and unrestricted access over the balance of the Lands to the Leased Area at no additional cost to the Commission unless in emergency or planned access closure is communicated.

10. Default and Remedies

10.1 Events of Default

- (a)** Any of the following in this Section 10.1(a) shall constitute an "**Event of Default**":
- (i) the Commission fails to pay when due and fails to pay within thirty (30) days any amounts that may be payable to the Town herein;
 - (ii) any Hazardous Substances are deposited on the Leased Area during the Term of this Lease and the Commission fails to comply with its covenants and obligations under this Lease with respect to the removal or clean-up of such Hazardous Substances or fails to comply immediately with any order or directive issued by any governmental authority, including the municipal authorities constituting the Town, to remove or clean up any and all Hazardous Substances located on the Leased Area, subject always to the right of the Commission to exercise any statutory right of appeal which has the effect of staying any order to clean up such Hazardous Substances located on the Leased Area;
 - (iii) if the Commission shall make a general assignment for the benefit of its creditors, shall be declared to be bankrupt, shall file a petition in bankruptcy or insolvency or for any readjustment of debts or creditor's arrangement, or shall make a proposal under the *Bankruptcy and Insolvency Act* (Canada), or shall take advantage of any legislation for the relief of bankrupt or insolvent debtors in respect of its debts;
 - (iv) if a receiver, receiver and manager, custodian, or any official having similar powers shall be appointed with respect to property on the Leased Area, or

the property, business or affairs of the Commission;

- (v) steps are taken or proceedings are instituted for the dissolution, winding up, or other termination of the Commission's existence or the liquidation of its assets;
- (vi) if any execution, attachment, or other process or action shall be issued or commenced against the Commission or any encumbrance or creditor shall take any action or proceeding whereby any of the Improvements on the Leased Area or any portion thereof or any interest of the Commission in the Leased Area shall be taken or seized;
- (vii) a report or statement required from the Commission under this Lease is false or misleading in a material respect and such breach is not rectified within thirty (30) days of written notice from the Town of such breach; or
- (viii) the Commission breaches or fails to observe, perform, or fulfill any of the terms, covenants, or conditions of this Lease, on the Commission's part to be observed, performed or fulfilled, and such default shall continue, for thirty (30) days after the date of written notice from the Town to the Commission specifying the nature of the breach or default (or such breach or default would reasonably require more than thirty (30) days to rectify), the Commission has not commenced rectification within such thirty (30) day period and thereafter has not promptly and diligently and continuously proceeded with the rectification of the breach. Notwithstanding this ninety thirty (30) right of rectification, the Commission acknowledges that it has no right to rectify an Event of Default in Section (iii), (iv) or (vi) and upon an occurrence of one of the foregoing Events of Default, the Town may immediately avail itself of its remedies. The Commission covenants to advise the Town as soon as possible if an Event of Default in Section (iii), (iv) or (vi) has occurred.

(b) If an Event of Default occurs, without limiting the generality of anything contained herein, the Town may at its option, such option exercised by the Town acting reasonably, declare a default on the part of the Commission to the Town, but without notice, forthwith enter upon and take possession of the Leased Area or any part thereof. The Town may seize and sell such goods, chattels and equipment of the Commission as are in or on the Leased Area. Any such sale may be effected in the discretion of the Town either by public auction or by private sale and either in bulk or by individual item or partly by one means and partly by another, all as the Town in its sole discretion may decide.

(c) If an Event of Default occurs, without limiting the generality of anything contained herein, the Town shall be entitled to declare the Term ended and this Lease terminated by written notice to the Commission and thereupon this Lease and everything herein contained and the estate hereby granted shall absolutely cease, determine, and be void without re-entry or any other act or any suit or legal proceedings to be brought or taken provided the Town shall nevertheless be entitled to recover from the Commission all sums recoverable pursuant to this

Lease.

10.2 **Re-Entry by the Town**

- (a)** Should the Town re-enter as provided herein, it may either terminate this Lease or it may (without any obligation to so do) without terminating the Commission's obligations under this Lease, undertake such excavation, restoration, reclamation and rehabilitation work on or in respect to the Leased Area considered necessary by the Town all at the sole cost and expense of the Commission in the event the Commission fails to make such excavations, restorations, reclamation and rehabilitation in accordance with its covenants and obligations under the Lease.
- (b)** No re-entry by the Town will be construed as forfeiture or an election on its part to terminate this Lease unless a written notice of such intention is given to the Commission, any rule of law or equity to the contrary notwithstanding. Despite a re-letting without termination, the Town may at any time thereafter elect to terminate this Lease for any previous Event of Default.

10.3 **Termination of Lease**

Should the Town at any time terminate this Lease for any Event of Default, then, in addition to and without prejudice to any other remedies the Town may have, it may recover from the Commission all damages it may incur by reason of the Event of Default including:

- (a)** all costs and expenses payable by the Commission pursuant to this Lease until the date of re-entry or termination, whichever is later; and
- (b)** all expenses which the Town may incur or has incurred in connection with the re-entering or terminating and re-letting or collecting sums due or payable by the Commission or realizing upon assets seized including reasonable brokerage expenses, legal fees, and disbursements on a solicitor and his own client basis, the expense of keeping the Leased Area in good order and the costs of excavating, restoring, reclaiming and rehabilitating the Leased Area,

all of which amounts will be immediately due and payable by the Commission to the Town upon demand. The Town agrees to use its reasonable efforts to mitigate the damages it may incur by reason of an Event of Default by the Commission.

- 10.4** If legal proceedings are brought for recovery of possession of the Leased Area because of an Event of Default by the Commission, the Commission will pay to the Town its expenses, including its full legal fees and disbursements (on a solicitor and his own client full indemnity basis).
- 10.5** The remedies under this Lease are cumulative. No remedy is exclusive or dependent upon any other remedy. Any one or more remedies may be exercised generally or in combination. The specifying or use of a remedy under this Lease does not limit rights to use other remedies available at law or in equity generally.
- 10.6** In addition to all other remedies the Town may have by this Lease at law or in equity, if the Commission defaults in any of its obligations hereunder, the Town may at its option

perform any such obligation after thirty (30) days' written notice to the Commission and in such event the cost of performing the obligation plus an administrative charge of twenty percent (20%) of this cost, shall be payable by the Commission to the Town as Additional Rent, together with interest at the Stipulated Rate of Interest calculated from the date of the performance of the obligation by the Town forthwith upon demand. On default of this payment, the Town shall have the same remedies as on the default of payment of Rent.

11. Notices

11.1 All payments and notices made in accordance with the provisions of this Agreement shall be deemed to have been made or given if personally delivered or mailed by prepaid registered mail to the addresses set out below:

To the **Town** at Box 220, 5018 Waghorn St, Blackfalds, AB T0M 0J0

To the **Commission** at 5432 56 Avenue, Lacombe, AB T4L 1E9

11.2 Any payment or notice so delivered shall be deemed to have been received on the date of delivery and any payment or notice so mailed shall be deemed to have been received on the fifth day after posting same. If normal mail service is interrupted for any reason, any notice shall be personally delivered.

11.3 If a party has provided a facsimile number above, any notice may be given by facsimile transmission directed to the party to whom it is addressed at that party's facsimile number and any notice so transmitted shall be deemed received by the addressee on the date of transmission.

12. Dispute Resolution

12.1 If a dispute or differences arise between the parties, whether it be with respect to interpretation of this Agreement or to any act or omission of either party or to any act which ought to be done by either party, and the parties are unable to resolve the matter between themselves, the parties agree that:

- (a) They shall attend with an accredited mediator for non-binding mediation and the parties shall equally share mediation costs;
- (b) If mediation fails, they shall attend with a single arbitrator appointed pursuant to the provisions of the *Arbitration Act* (Alberta). Any determination made by an arbitrator shall be final and binding upon the parties. The costs of arbitration shall be paid as directed by the arbitrator.

13. Interpreting and Implementing this Lease


13.1 The parties confirm and ratify the matters contained in the recitals of this Lease and all schedules attached to this Lease and agree that the recitals and schedules are expressly incorporated into and form part of this Lease. The headings in this Lease have been inserted for reference only and do not define, limit or enlarge the scope or meaning of any

provision in this Lease.

- 13.2 The rights, remedies, powers and privileges contained in this Lease are cumulative and are not exclusive of any rights, remedies, powers and privileges provided by law.
- 13.3 If any provision of this Lease is or shall become invalid or unenforceable to any extent, that provision is severed and the remainder of this Lease shall be unaffected thereby and each remaining provision shall be valid and shall be enforceable to the fullest extent permitted by law. If conflicts arise between provisions in this Lease and any collateral or supplemental agreements, the provisions in this Lease shall prevail.
- 13.4 No waiver of any breach of any provision of this Lease shall be effective or binding unless made in writing and signed by all affected parties. Any waiver of any default committed by a party to this Lease in the observance or performance of any obligation shall in no way extend to or be taken to affect any other default. Failure by an affected party to complain of any act or failure to act or to declare the other party in default, irrespective of how long such failure continues, shall not constitute a waiver of the affected party's rights under this Lease.
- 13.5 This Lease, including any attached Schedules, constitutes the entire agreement between the parties with respect to the subject matter of this Lease and cancels and supersedes any prior understandings and agreements between the parties. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the parties other than as expressly described in this Lease.
- 13.6 No modification or amendment to this Lease shall be valid or binding unless made in writing and executed by all of the parties.
- 13.7 The parties agree to sign all documents and do all such things as may be necessary to completely and effectively carry out the provisions of this Lease.
- 13.8 If either party shall be successful in enforcing against the other any legal or equitable remedy for a breach of any term of this Lease, then the successful party shall recover the full reasonable expense and legal fees on a solicitor/client basis from the non-prevailing party.
- 13.9 Wherever the singular, plural, masculine, feminine or neuter is used in this Lease, the same shall be construed as meaning the singular, plural, masculine, feminine, neuter or body corporate where the fact or context so requires. Any and all provisions contained in this Lease shall be construed to be joint and several when applicable to more than one party.
- 13.10 This Lease shall ensure to the benefit of and be binding upon the parties and their respective Councils or Board of Directors, successors and assigns.
- 13.11 This Lease shall be governed by and construed in accordance with the laws of the Province of Alberta.
- 13.12 Time shall be of the essence of this Lease.

IN WITNESS WHEREOF the parties hereto have executed this Lease Agreement under seal as of the day and year first above written.

Town of Blackfalds:

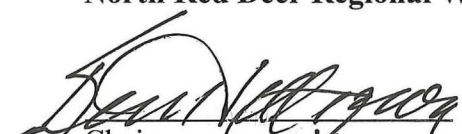


Mayor




Chief Administrative Officer

North Red Deer Regional Wastewater Services Commission:



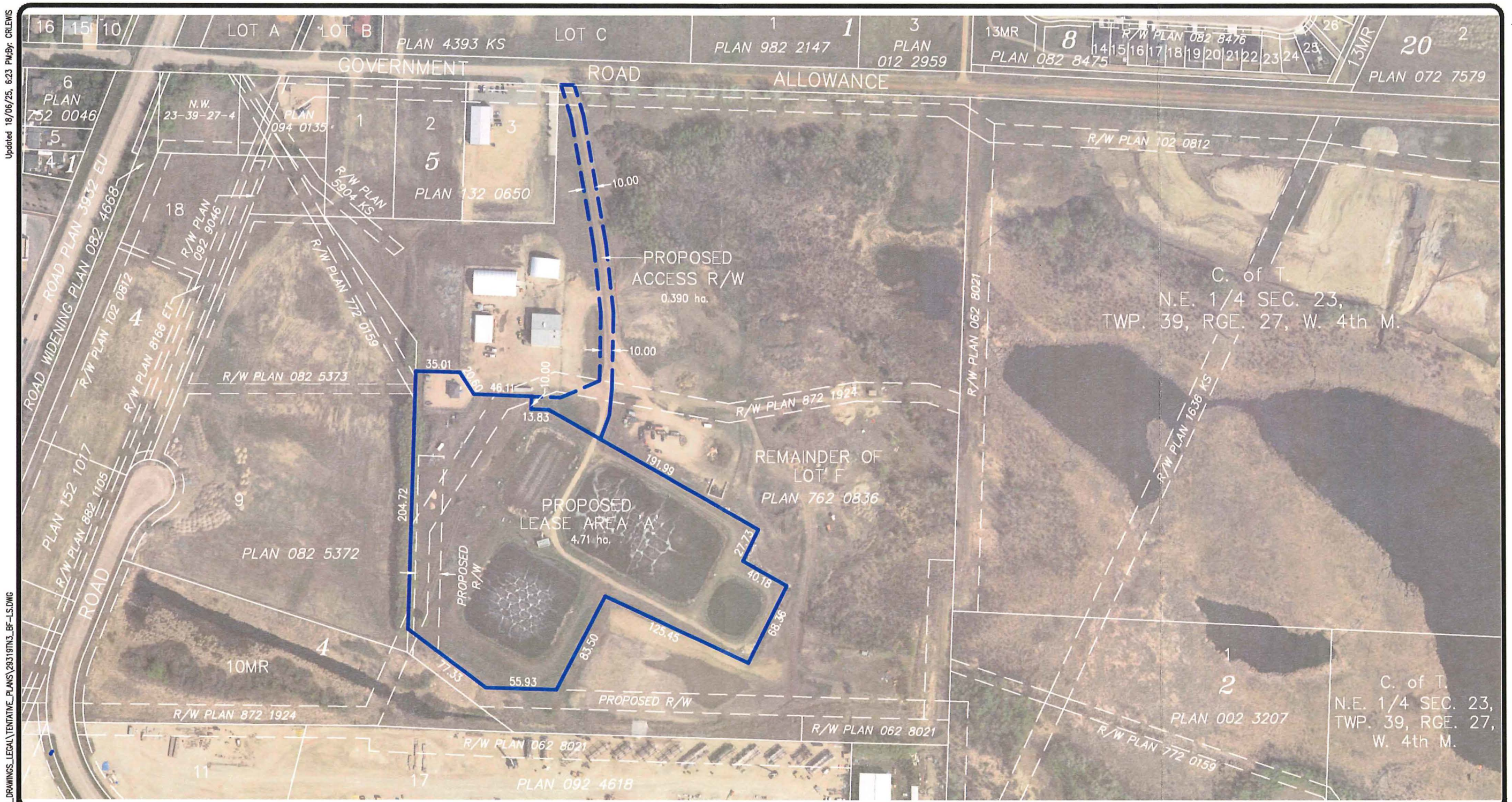
Chair



Chief Administrative Officer

North Red Deer Regional Wastewater Services Commission Lift Station/Lagoon Lease Agreement

SCHEDULE "A"
LAGOON/LIFT STATION LEASED AREA



Updated 18/06/25, 6:23 PM By: CRLEWIS

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Town of Blackfalds
Tentative Plan of Proposed Lease
of
Lot F, Plan 762 0836
all within the
N.W. 1/4 SEC. 23, TWP. 39, RGE. 27, W. 4th M.

NOTE:
-Area to be leased is outlined thus: ——— containing 4.71 ha.
-Area for access R/W is outlined thus: - - - containing 0.390 ha.



Prepared for:
NRDRWWS

DRAWN BY: CL
CHECKED BY: DK
SCALE: 1:3000
PROJECT #: 113929319



JUNE 25, 2018

THIS AMENDING AGREEMENT made to be effective as of the ____ day of _____, 2023.

BETWEEN:

TOWN OF BLACKFALDS
(the "**Town**")

- and -

NORTH RED DEER REGIONAL WASTEWATER SERVICES COMMISSION
(the "**Commission**")

FACILITY GROUND LEASE AMENDING AGREEMENT

WHEREAS:

- A.** The Town and the Commission have entered into a long-term ground lease agreement encompassing a portion of land within the parcel legally described as Lot F, Plan 762 0836 all within NW 1/4 SEC. 23, TWP. 39, RGE. 27, W. 4th M. on which a lagoon and lift station are situated (the "**Lease**");
- B.** The Town and Commission have agreed to amend the terms of the Lease; and
- C.** The Town and Commission wish to reduce to writing their agreement with respect to amending the terms of the Lease.

NOW THEREFORE in consideration of the mutual covenants and agreements contained herein, the parties hereby covenant and agree as follows:

1. The Lease is hereby amended as follows:

- (a) by deleting Section 1.2 in its entirety, and replacing it with the following:

On the Lands is situated a **Lagoon/Lift Station** of approximately **4.32 hectares** as more particularly shown as the black outlined area labeled as "Lease Area 'A'" on Schedule "A" hereto, which the Commission wishes to lease from the Town on the terms of this Agreement, and additionally that area labeled as the "proposed access r/w" on Schedule "A", but excluding the rectangular area labeled as the "Municipal Waste Disposal Lagoon" on Schedule "A" (herein the "**Leased Area**").

- (b) the following is added as Section 4.3.1

The Commission shall allow and grant the Town and its agents, employees, contractors, and invitees the unlimited and unrestricted right to enter upon the Leased Area and travel over, on and through the Leased Area, with or without vehicles or equipment, to access the lagoon cell labelled as the "Municipal Waste Disposal Lagoon" on Schedule "A" attached hereto, for the purposes of:

- (a) hydrovac disposal/dumping of municipal sewer waste;

- (b) performing maintenance and upkeep of the lagoon cell, including but not limited to dredging activities;
- (c) constructing additions or modifications to the lagoon cell as required by applicable legislation or the Town's business purposes; and
- (d) for any other purpose reasonably connected with the use of the lagoon as a dumping area

and the Commission agrees that such entry onto the Leased Area and use of the Lands by the Town shall not constitute an interruption, hindrance or disturbance of the Commission's quiet enjoyment under this Lease.

- (c) the following is added as Section 9.2.1

Notwithstanding Section 9.2, the Commission acknowledges that the Town may access and use that portion of the Lands labeled as the "Municipal Waste Disposal Lagoon" on Schedule "A" for the purposes described in Section 4.3.1, and agrees that such access to and use of the Lands by the Town does not constitute an interference with the operations of the Commission on the Leased Area.

- (d) by deleting Section 9.3 in its entirety, and replacing it with the following:

The Town shall at all times during the currency of this Lease grant to the Commission unlimited and unrestricted access over the balance of the Lands to the Leased Area, excluding that portion of the Lands labeled as the "Municipal Waste Disposal Lagoon" on Schedule "A", at no additional cost to the Commission, unless an emergency or planned access closure is communicated.

- (e) by deleting Schedule "A" in its entirety, and replacing it with the following:

[THIS SECTION LEFT INTENTIONALLY BLANK]

2. All other terms and conditions of the Lease shall remain in full force and effect.
3. This Amending Agreement may be executed in counterparts, in which case (i) the counterparts together shall constitute one agreement, and (ii) communication of execution by fax transmission or e-mailed in PDF shall constitute good delivery.

IN WITNESS WHEREOF the parties have duly executed this Amending Agreement to be effective on the day and year first above written.

TOWN OF BLACKFALDS

Per: _____

Date: _____

**NORTH RED DEER REGIONAL
WASTEWATER SERVICES COMMISSION**

Per: _____

Date: _____



REQUEST FOR DECISION

Management and Operations Services Contract

Date: September 18, 2023

Prepared by: Jordan Thompson, CAO

Presented by: Jordan Thompson, CAO

PURPOSE:

To advise the Board of the City of Lacombe's intent to seek renewal of its Management and Operations Services Contract with the NRDRWWSC.

ACTION/RECOMMENDATION:

THAT the Commission accepts this report as information.

ISSUE ANALYSIS:

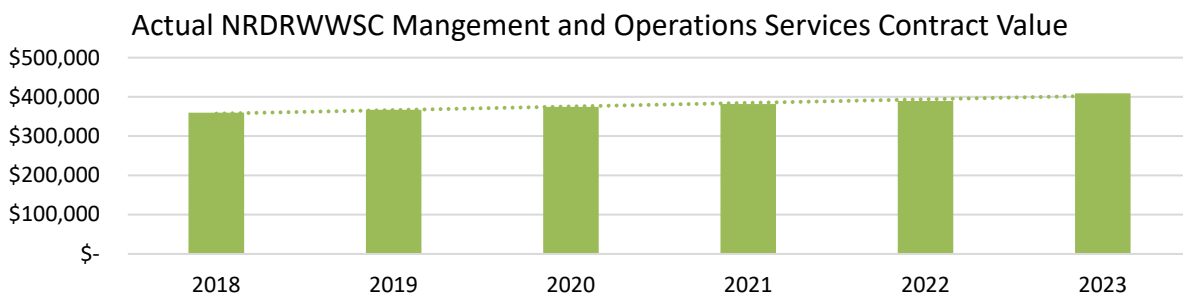
The current contract term with the City of Lacombe ends March 14, 2024. The services agreement indicates the parties will negotiate in good faith to renew the contract for services. To that end, the City has expressed its intent to submit a renewed services proposal at the November 6, 2023, meeting for the Commission's consideration.

The City advises that its rate increase is expected to be between 3-4%.

At the November 6th meeting, the Board will be asked to decide on the following options:

1. Accept the City's proposal and renew the contract with the City of Lacombe, or
2. Negotiate the terms of the City's proposal for consideration at a future meeting, or
3. Invite member municipalities to respond to a Request for Proposal or
4. Issue an open and competitive Request for Proposal.

FINANCIAL IMPLICATIONS:



The 2018-2023 average annual value of the current services contract is \$370,850.

ALTERNATIVES:

The Commission may choose to:

A. THAT the Commission accept this report as information.

OR

B. THAT the Commission direct Administration how it wishes to proceed.

ATTACHMENTS:

IN CAMERA - NRDRWWSC Contract for Services – 2021-2024