

BY-LAW 23-97
ACHESON NORTH WATER & WASTEWATER TRUNKLINE EXTENSION
"External Borrowing By-law"
OF PARKLAND COUNTY
IN THE PROVINCE OF ALBERTA

**THIS BY-LAW AUTHORIZES THE COUNCIL OF
PARKLAND COUNTY TO INCUR AN
INDEBTEDNESS BY THE ISSUANCE OF
DEBENTURES (THE "DEBENTURES") TO THE
ALBERTA MUNICIPAL FINANCING
CORPORATION (A.M.F.C.) FOR THE PURPOSE OF
THE ACHESON NORTH WATER & WASTEWATER
TRUNKLINE EXTENSION PROJECT.**

WHEREAS:

The Council of Parkland County has decided to issue a by-law pursuant to Section 263 of the *Municipal Government Act* to authorize the financing, undertaking, and completing of the Acheson North Water & Wastewater Trunkline Extension.

The Council, as represented by the Director of Transportation and Utilities, has made plans, specifications, and estimates for the project and confirms the total cost of the said project is Seven Hundred and Eighty-five Thousand Three Hundred and Thirty-three Dollars (\$785,333).

The County has estimated the following grants and contributions will be received or applied to the project.

1. Five Hundred Thousand Dollars (\$500,000) -- local improvement tax,
2. Two Hundred and Eighty-five Thousand Three Hundred and Thirty-three Dollars (\$285,333) -- Federal/Provincial National Infrastructure Program Share.

In order to construct and complete the said project, it will be necessary for Parkland County to borrow the sum of Five Hundred Thousand Dollars (\$500,000) (the "indebtedness") on the terms and conditions referred to in this By-Law.

Parkland County will repay the indebtedness over a period of twenty (20) years in annual installments, with interest not exceeding fourteen per cent (14%), or the interest rate fixed from time to time by the Alberta Municipal Financing Corporation, per annum, payable annually.

The amount of the existing debenture debt of Parkland County at December 31, 1996, is One Million Three Hundred and Eight Thousand Seven Hundred and Fourteen Dollars (\$1,308,714), no part of which is in arrears.

The estimated lifetime of the project is thirty (30) years.

The proposed construction will ultimately serve about four (4) quarter sections of industrial land.

All required approvals for the project have been obtained and the project is in compliance with applicable acts and regulations of the Province of Alberta.

The County has received a request to undertake and complete the construction of a water and wastewater trunkline, the costs or a portion of the costs thereof to be assessed against abutting (or benefitting) owners in accordance with the attached Schedule "A", and a valid request to construct the project has been received by the County.

THEREFORE, THE COUNCIL OF PARKLAND COUNTY DULY ASSEMBLED ENACTS AS FOLLOWS:

1. That for the purpose of a water and wastewater trunkline North of Acheson Industrial Park the sum of Five Hundred Thousand Dollars (\$500,000) be borrowed from the A.M.F.C. by way of debenture on the credit and security of Parkland County at large, is to be paid by the County at large and Five Hundred Thousand Dollars (\$500,000) is to be collected by way of a local improvement tax as herein provided in attached Schedule "A".
2. The debentures to be issued under this by-law shall not exceed the sum of Five Hundred Thousand Dollars (\$500,000), and may be in any denomination not exceeding the amount authorized by this by-law and shall be dated having regard to the date of the borrowing.
3. The debentures shall bear interest during the currency of the debentures, at a rate not exceeding fourteen per cent (14%), or the interest rate fixed from time to time by the A.M.F.C., per annum, payable annually.
4. The debentures shall be issued in such a manner that the principal and interest will be combined and be made payable in, as nearly as possible, equal annual installments over a period of twenty (20) years, in accordance with the schedule attached and forming a part of each debenture.
5. The debentures shall be payable in lawful money of Canada at the (Royal Bank) in the City of Spruce Grove, or at such other bank or financial institution as the Council of Parkland County may authorize as its banking agency during the currency of the debenture.
6. The Chief Elected Official and Chief Administrative Officer of Parkland County shall authorize such bank or financial institution to make payments to the holder of the debentures, on such date and in such amounts as specified in the repayment schedule forming part of each debentures.
7. The debentures shall be signed by the Chief Elected Official and the Chief Administrative Officer of Parkland County, and the Chief Administrative Officer shall affix the corporate seal of Parkland County to the debentures.

8. There shall be levied and raised in each year of the currency of the debentures a rate on all the rateable property in Parkland County, collectible at the same time and in the same manner as other rates, in an amount sufficient pay the principal and interest falling due in such year on such debentures and in addition thereto the amount required to pay any of such debentures which fall due in each year after applying the local improvement tax hereafter provided for.

9. During the currency of the debentures there shall be raised annually for the payment of the owners' portion of the cost and interest thereon, by local improvement tax, the respective sums shown as yearly payments on Schedule "A" hereto attached, and there is hereby imposed on all lands on that portion of the streets or places whereon the improvements are to be laid, a local improvement tax sufficient to cover the owners' portion of the cost of the said work and the interest thereon payable at the unit rate or rates set forth in said Schedule "A". The said local improvement tax shall be in addition to all other rates and taxes.

10. The indebtedness is contracted on the credit and security of Parkland County at large.

11. The net amount realized by the issue and sale of debentures authorized under this by-law shall be applied only for the purposes for which the indebtedness was created.

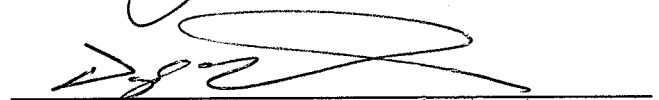
12. This by-law shall take effect on the day of the final passing thereof.

READ a first time in Council this 11th day of June, 1997.

READ a second time in Council this 11th day of June, 1997.

READ a third time in Council and passed this 11th day of June, 1997.


REEVE


MANAGER, ADMINISTRATION SERVICES

MEMORANDUM OF AGREEMENT (Contract 97-07) entered into this 8 day of MAY, A.D., 1997.

BETWEEN:

PARKLAND COUNTY, a municipal corporation incorporated under the laws of the Province of Alberta, (hereinafter referred to as "Parkland"),

OF THE FIRST PART,

and

HUNTERS TRAILER & MARINE LTD., a body corporate incorporated under the laws of the Province of Alberta, (hereinafter referred to as "Hunters"),

OF THE SECOND PART,

WHEREAS Hunters is the owner of those lands within Parkland which are hereinafter defined as the Hunters' Lands; and

WHEREAS Hunters is interested in having the Hunters' Lands serviced with water and sanitary sewer services and Parkland is prepared to construct and install the water and sanitary sewer services to the Hunters' Lands, and Parkland is prepared to enter into an Agreement with Hunters to provide for the said installation, all on the terms and subject to the conditions hereinafter set forth;

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT Parkland and Hunters, in consideration of the mutual covenants and agreements hereinafter set forth, covenant and agree with each other as follows:

Article I DEFINITIONS

In this Agreement, unless the context indicates otherwise:

- a) "Cost of Construction of the Services shall mean all costs which are approved by Parkland and Hunters relating to the construction of the Services including, without restricting the generality of the foregoing, all engineering, land acquisition, direct administration, expenses, construction, permit and approval costs associated with the construction and installation of the Services.
- b) "General Design Standards" shall mean the standards that are approved by Parkland for the construction and installation of the Services.

- c) "Hunters' Lands" shall mean those lands in Parkland which are legally described as follows:
**THE NORTH EAST QUARTER OF SECTION NINE (9)
TOWNSHIP FIFTY THREE (53)
RANGE TWENTY SIX (26)
WEST OF THE FOURTH MERIDIAN, CONTAINING 64.7 HECTARES,
(160 ACRES) MORE OR LESS
EXCEPTING THEREOUT
A) PLAN 962 3262, 17.94 HECTARES, 44.33 ACRES, MORE OR LESS
EXCEPTING THEREOUT ALL COAL AND ALSO EXCEPTING
THEREOUT ALL MINES AND MINERALS.**
- d) "Points of Connection" shall mean the point(s) shown on Schedule A attached hereto at which the Water Service is connected to the Acheson Industrial Park waterline and the Sewer Service is connected to the Acheson Industrial Area Trunk Line.
- e) "Points of Delivery" shall mean those points shown on Schedule A attached hereto at which the Services are delivered to Hunters' Lands.
- f) "Services" shall mean the water and sanitary sewer services provided for in this Agreement.
- g) "Plans and Specifications" shall mean the detailed plans and specifications approved by Parkland for the construction and installation of the Services from the Points of Connection to the Points of Delivery.

Article II PLANS AND SPECIFICATIONS

- 2.1 Parkland shall prepare the Plans and Specifications in accordance with the General Design Standards and shall submit the Plans and Specifications to Hunters for review.
- 2.2 The Plans and Specifications shall be prepared in accordance with all relevant acts, regulations, and by-laws, and construction of the Services should not commence until the Plans and Specifications have been reviewed in writing by Hunters.
- 2.3 Upon review of the Plans and Specifications by Hunters, Parkland shall prepare a bid package to obtain competitive prices for the cost of constructing the Services in accordance with the Plans and Specifications approved in writing by Hunters.
- 2.4 Upon the submission to Parkland of bids for the costs of constructing the Services, Hunters and Parkland shall be at liberty to either, accept or reject any or all of the bids submitted.

Article III CONSTRUCTION OF SERVICES BY PARKLAND

- 3.1 Upon review of the Plans and Specifications by Hunters and the acceptance of the bid or bids submitted pursuant to paragraph 2.4 of this Agreement by both Parkland and Hunters, Parkland shall proceed with the construction of the Service in accordance with the accepted bid or bids.
- 3.2 Parkland shall endeavor to have the construction of the Services completed by September 15, 1997, or such other date as shall be mutually agreed upon in writing between both Parkland and Hunters.
- 3.3 It shall be the responsibility of Parkland to obtain any easements and rights-of-way across private lands which may be required for the construction and installation of the Services. The cost of acquiring all such easements and rights-of-way shall be included in the Cost of Construction of the Services. Hunter's will arrange to meet with the County and dedicate required easements and rights-of-way on Hunters' property. In the event that Parkland shall be unable to obtain any easements or rights-of-way required the project shall be terminated.
- 3.4 It shall be the responsibility of Parkland to obtain whatever consents and approvals may be required from the Capital Region Parkland Water Commission, Capital Region Sewage Commission, or any other relevant authority to enable the Services to be connected to the Capital Region Parkland Water Services Water Line and the Capital Region Sewage main at the Points of Connection, and any amount or amounts paid by Parkland for this connection shall form a part of the Cost of Construction of the Services.
- 3.5 Hunter's shall protect and indemnify Parkland against any damage or expense caused or incurred by Parkland, its agents, servants, or contractors as a result of the performance by Parkland of any work or undertaking to be performed or carried out by Parkland pursuant to and in compliance with this Agreement.
- 3.6 Parkland shall take all proper steps to ensure that the Services conform to all applicable by-laws, regulations, or standards promulgated pursuant to the provisions or any statute, by-law, or regulation.

Article IV COST OF CONSTRUCTION AND INSTALLATION OF SERVICES

- 4.1 Hunters acknowledges and agrees that the Services will be oversized to provide water service and sanitary sewer service to other lands in the area of the Hunters' Lands.

- 4.2 With respect to the portion of the Cost of Construction of the Services which relates to sanitary sewer service, Hunters shall pay to Parkland all of those costs including all of those costs which relate to the oversizing of the sanitary sewer service to serve other lands in the area of the Hunters' Lands. Parkland shall endeavour to recover costs through any form of levy or charge that portion of the Cost of Construction of the Services which relates to the oversizing of the sanitary sewer service from the owner or owners of other lands in the vicinity of the Hunters' Lands. At such time as Parkland receives payment from the owner or owners of the other lands and subject to the compliance by Hunters with all of the terms and conditions set out in this Agreement, Parkland shall pay to Hunters the payment or payments received by Parkland from the owner or owners of such other lands in accordance with Schedule A. Nothing in this Article shall obligate Parkland to pay to Hunters any amount which Parkland is prevented by law from recovering from the owner or owners of such other lands, and interest shall only be included as detailed in Schedule A in any payment or payments by Parkland to Hunters.
- 4.4 **Security**
Prior to Award of contract to successful bidder, Hunters will be required to furnish security in a form satisfactory to the County. This will be a surety bond, cash deposit, or irrevocable letter of credit in the amount of one hundred percent (100%) of the contract tender price, as a guarantee for the payment of the sanitary sewer service contract. The security shall be discharged after payment is made by Hunters to Parkland for the total cost of sanitary sewer services including all holdbacks.

Article V NOTICES

Any notice required or permitted to be given or delivered hereunder by the parties shall be in writing and shall be deemed to have been properly given if either delivered to or sent by registered mail addressed to the other party at the following addresses:

- a) **Parkland County**
Attention: James V. Simpson, County Commissioner
4601 - 48 Street
Stony Plain, Alberta
T7Z 1R1
- b) **Hunters Trailer & Marine Ltd.**
Attention: Blair Bondar
26306 Rge Rd 531A
Spruce Grove, Alberta
T7X 3G3

or such other address that a party may notify the other party of in writing. Any notice so given or delivered shall be deemed to have been received on the date on which it was delivered, and any notice sent by registered mail shall be deemed to have been received four days after mailing; provided, however, that if there is any interruption in normal Post Office delivery by reason of strike, lockout, or labour declaration of work-to-rule such notice shall be delivered as aforesaid.

Article VI FURTHER ASSURANCES

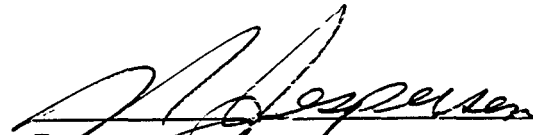
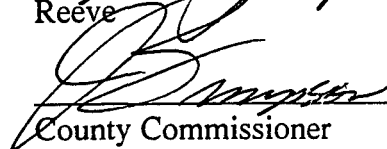
Parkland and Hunters shall, upon the reasonable request of the other party, make, do, execute, or cause to be made, done, or executed all such further and other lawful acts, deeds, things, documents, and assurances of whatsoever nature, intent, and kind for the better or more perfect or absolute performance of the terms and conditions of this Agreement.

Article VII ENUREMENT

This Agreement shall enure to the benefit of, and shall be binding upon, the parties hereto and their respective successors and assigns.

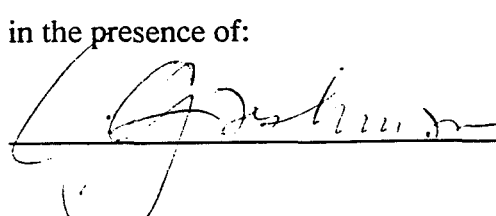
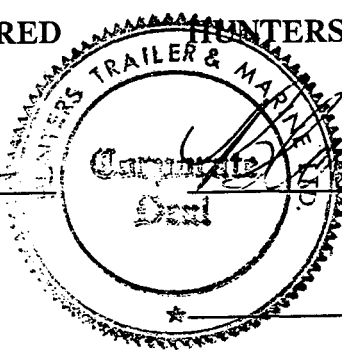
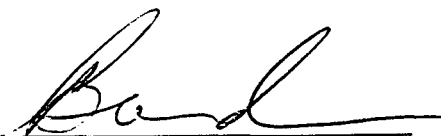
IN WITNESS WHEREOF Parkland and Hunters have entered into this agreement as witnessed by the hands of their proper officers duly authorized on that behalf on the day and year first above written.

PARKLAND COUNTY


Reeve

County Commissioner

SIGNED, SEALED, AND DELIVERED

in the presence of:

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Schedule A
to Memorandum of Agreement (Contract 97-07)
Hunters Trailer and Marine
Water and Sewer Servicing

Part I Sewer Service

- ❖ All cost recovery for sewer main will be paid to Hunters.
- ❖ Hunters will pay 100% of initial project cost.

The sanitary sewer service has been sized and located according to the plan produced by GPEC (based on UMA's plans) showing areas and proposed sizes for connection to the trunk sewer line servicing Acheson Industrial Park.

The principle used for cost recovery is:

Everyone pays for the cost of their basic service (an 8" line) on their property, and Hunters agrees to pay 32.4% of all oversizing (ultimate area basis). Each owner pays for their own collection system.

Sanitary Sewer Servicing Guidelines:

- ❖ Hunters will pay all costs for the construction of the sanitary sewer based on final construction value (estimated to be \$321,000). All recovery of Costs will be paid to Hunters.
- ❖ Parkland will coordinate, administer, and manage all design and construction activity.
- ❖ The off-site levy for trunk sewer on Hunters' property is to be deferred for seven years. The offsite levy is \$500/ha.
- ❖ During construction phase, a letter of credit for total sewer cost will be taken from Hunters, payable to Parkland.
- ❖ Hunters percentage of serviceable area is 32.4%. Hunters will pay 100% of total initial cost.
- ❖ Re-payment to Hunters will be made with interest equivalent to Royal Bank "Prime Rate" provided it is not greater than the national inflation rate based on the Construction Price Index. This lower rate will then apply.
- ❖ All trunk lines are to be 12" diameter or as otherwise designed by UMA Engineering.
- ❖ The line to the proposed Husky property will be 12" diameter (or as otherwise designed) and dedicated right-of-way will be extended to Township Road 531A.

This sanitary sewer is intended to service the following areas eventually:

Hunters Property	46.89 ha	(32.4%)
Parcels West of Hunters	44.32 ha	(30.6%)
Area South of Hunters West of Highway 60	18.35 ha	(12.7%)
Area East of Highway 60	<u>35.15 ha</u>	(24.3%)
Total Service Area	144.71 ha	

The costs to Hunters is based on the following:

- ❖ 32.4% of total cost of the sewer main for 200m at the west end.
- ❖ 32.4% of the cost of oversizing from 8" to 10" or 12" (with the exception of Westerly 200m).
- ❖ 32.4% of the total cost of engineering and contingencies.
- ❖ 32.4% of the cost of land.
- ❖ No cost for the 600m immediately west of Hunters (based on 8" sewer).
- ❖ 100% of the cost of all line (based on 8") on the Hunters/Husky property.

Estimated cost to others for sanitary sewer:

❖ 67.6% of the most westerly 200m	\$40,500
❖ 600m of sewer west of Hunters (based on 8")	62,200
❖ 67.6% of oversizing cost	13,300
❖ Land and pipeline crossing	<u>44,500</u>
Total Cost to Others	\$160,500

Part II Water Service

- ❖ All cost recovery for water main will be paid to Parkland County.
- ❖ Initial payment of \$95,200 to be made by Hunters by means of debenture; County to pay balance of cost of initial phase.
- ❖ Hunters to pay 100% of cost of public mainline on their property as subdivision and development occurs. Alignment to be determined by Parkland. This will eventually constitute their 16.24% share of the ultimate looped system.

The nearest point of connection to the Acheson Water System is on the north side of the CNR tracks. This is a 150mm (6") line and it is intended that upgrading of the 6" line to 12" not be a part of this project. The topography of the area is such that the elevation at the proposed Husky Site is significantly lower, which will increase flow and also require installation of a pressure reducing valve. The pressure will be within the acceptable range for C900 PVC pipe (or Series 160 polyethylene pipe for services).

The principles used for setting up cost recovery:

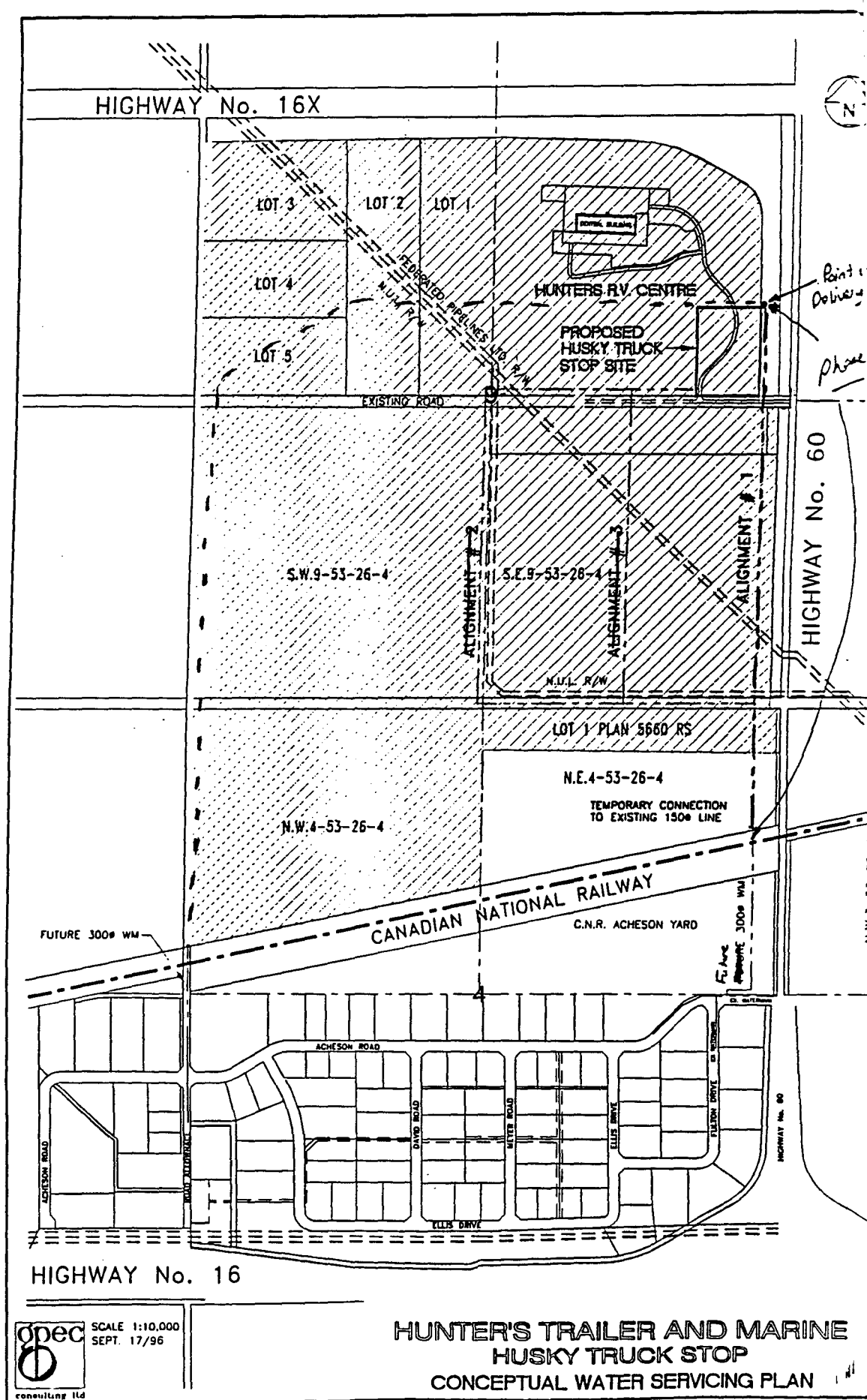
- ❖ All benefitting properties shown will pay their percentage (on an area basis) of the ultimate looped system for the feeder main.
- ❖ All properties pay for their own service and distribution lines

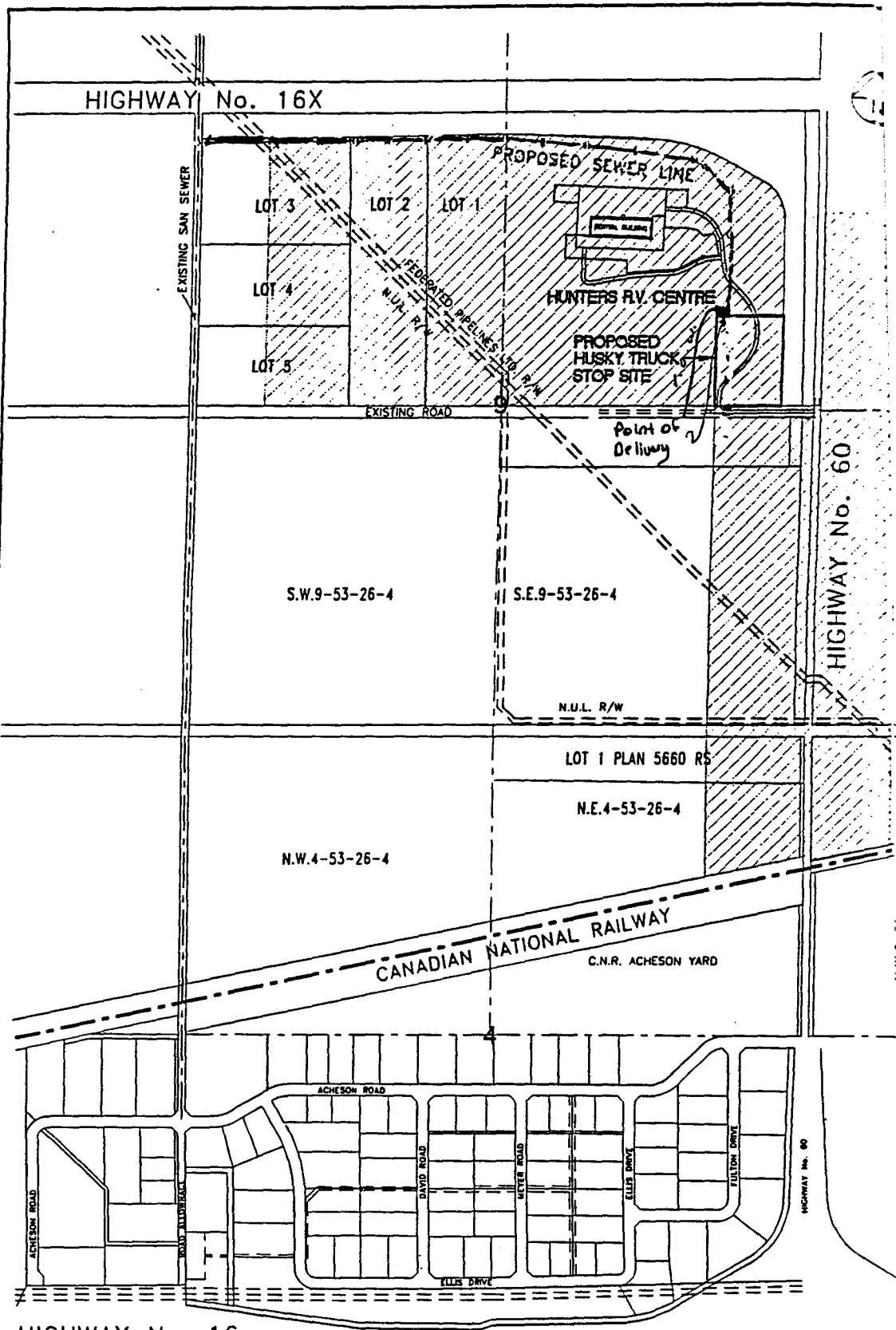
Water Servicing Guidelines:

- ❖ The County will front end all costs for the initial phase. \$95,000 will be recovered from Hunters by means of debenture payments to Parkland County. All recovery of costs will be made to Parkland County from other benefitting properties.
- ❖ Alignment "1" with a 12" diameter line is to be constructed except for the section of line south of the CN tracks. This will remain as it exists.
- ❖ Estimated cost of the initial phase is \$457,000 and estimated cost of the ultimate looped system is \$1,200,000.
- ❖ Hunters share of total area is 16.24% and their share of total cost is to ultimately be approximately 16.24%, of which a minimum of \$95,000 is to be paid by Hunters by means of debenture immediately. Hunters to be responsible for front-ending 100% of costs of transmission line through their property as subdivision or development occurs on their property.
- ❖ Neither of the two "future" connections across the CN line are to be constructed as part of this project.
- ❖ The debenture for Hunters share of cost is to be paid over 20 years to be consistent with other debentures on this system. Debenture rate will be as established by the Alberta Municipal Financing Corporation. The 20 year rate as of March 24, 1997, was 7¼%. This will be finally established at time of debenture.

The total benefitting area for water is established that would share in the cost of connecting. A logical benefitting area is shown as crosshatched and includes the following areas:

NW 04-53-26-W4M	54.774 ha
NE 04-53-26-W4M (lot 1)	14.374 ha
SE 09-53-26-W4M	58.158 ha
SW 09-53-26-W4M	59.582 ha
NE 09-53-26-W4M (Hunters)	46.891 ha
NW 09-53-26-W4M	54.981 ha
 Total Benefitting Area	 288.760 ha
Hunters Area	16.24%





HIGHWAY No. 16

gpec
consulting ltd.
SCALE 1:10,000
SEPT. 17/98

**HUNTER'S TRAILER AND MARINE
HUSKY TRUCK STOP
CONCEPTUAL SANITARY SEWER SERVICING PLAN**