

BY-LAW 25-97
COUNTY WASTEWATER TRUNKLINE
"External Borrowing By-law"
OF PARKLAND COUNTY
IN THE PROVINCE OF ALBERTA

THIS BY-LAW AUTHORIZES PARKLAND COUNTY TO
INCUR AN INDEBTEDNESS BY THE ISSUANCE OF
DEBENTURES FOR THE PURPOSE OF THE
CONSTRUCTION OF A WASTEWATER TRUNKLINE
AND TO CARRY OUT A LOCAL IMPROVEMENT
WITHIN THE NE 01 AND SE 12-53-01-W5M.

WHEREAS:

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 Duffield Sewer Lagoon and Collection System.

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 **Three Hundred and Thirty-five Thousand Nine Hundred and Twenty-eight Dollars and Forty-four Cents (\$335,928.44)**.

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

1. **One Hundred and Thirty Thousand Seven Hundred and Seven Dollars and Fifty Cents (\$130,707.50)** local improvement tax,
2. **Two Hundred and Five Thousand Two Hundred and Twenty Dollars and Ninety-four Cents (\$205,220.94)** Federally and Provincially funded through the National Infrastructure Program.

In order to construct and complete the said project, it will be necessary for Parkland County to borrow the sum of **One Hundred and Thirty Thousand Seven Hundred and Seven Dollars and Fifty Cents (\$130,707.50)** (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 (A.M.F.C.), 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 (\$1,308,714.00)**, no part of which is in arrears.

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

The proposed construction will serve about Ninety-one (91) Hectares.

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.

Parkland County has received a request to undertake and complete the construction of the 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".

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

1. That for the purpose of the construction of a **Wastewater System And To Carry Out A Local Improvement Within The NE 01 And SE 12-53-01-W5M** the sum of **One Hundred and Thirty Thousand Seven Hundred and Seven Dollars and Fifty Cents (\$130,707.50)** be borrowed from the A.M.F.C. by way of debenture on the credit and security of Parkland County at large, of which amount the sum of **One Hundred and Thirty Thousand Seven Hundred and Seven Dollars and Fifty Cents (\$130,707.50)** 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 **One Hundred and Thirty Thousand Seven Hundred and Seven Dollars and Fifty Cents (\$130,707.50)**, 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 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 27th day of May, 1997.

READ a second time in Council this 27th day of May, 1997.

READ a third time in Council and passed this 27th day of May, 1997.


REEVE


MANAGER, ADMINISTRATION SERVICES

MEMORANDUM OF AGREEMENT entered into this 22 day of October, A.D., 1996.

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

GERARD DEVELOPMENTS LIMITED, a body
corporate incorporated under the laws of the Province of
Alberta, (hereinafter referred to as "Gerard"),

OF THE SECOND PART,

WHEREAS Parkland (by agreement to purchase) and Gerard are the owners of those
lands within Parkland which are hereinafter defined as the Parkland Lands and the Gerard Lands
respectively; and

WHEREAS Parkland and Gerard are both interested in having their respective lands
serviced with water and sanitary sewer services and Gerard is prepared to construct and install
the water and sanitary sewer services to the Parkland Lands and the Gerard Lands, and Parkland
is prepared to enter into an Agreement with Gerard 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
Gerard, in consideration of the mutual covenants and agreements hereinafter set forth, covenant
and agree with each other as follows:

Article I

DEFINITIONS

1.1 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 Gerard relating to the construction of the Services including, without

restricting the generality of the foregoing, all engineering, land acquisition, 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) "Gerard Lands" shall mean those lands in Parkland which are legally described as follows:

MERIDIAN 5 RANGE 1 TOWNSHIP 53

SECTION 12

QUARTER SOUTH EAST

CONTAINING 64.7 HECTARES (160 ACRES) MORE OR LESS EXCEPTING THEREOUT:

A) ALL THAT PORTION OF THE SAID QUARTER SECTION REQUIRED FOR PUMP STATION SITE AS SHOWN OUTLINED IN RED ON FILED PLAN 1290TR, CONTAINING 16.2 HECTARES (40 ACRES) MORE OR LESS

B) 1.21 HECTARES (3 ACRES) MORE OR LESS, AS SHOWN ON ROAD PLAN 792 0770

EXCEPTING THEREOUT ALL MINES AND MINERALS.

- d) "Parkland Lands" shall mean those lands in Parkland which are legally described as follows:

PT. LOT 1, PLAN 952 0308

- e) "Points of Connection" shall mean the point(s) shown on Schedule "A" attached hereto at which the Water Service is connected to the Town of Stony Plain waterline and the Sewer Service is connected to the Capital Region Sewage Commission Line;
- f) "Points of Delivery" shall mean those points shown on Schedule "A" attached hereto at which the Services are delivered to the Gerard Lands and the Parkland Lands;
- g) "Services" shall mean the water and sanitary sewer Services;
- h) "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 2 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 Gerard for review and approval.
- 2.2 The Plans and Specifications shall be prepared in accordance with all relevant acts, regulations, and by-laws, and Gerard shall not commence construction of the Services until:
 - a) the Plans and Specifications have been approved in writing by Parkland; and
 - b) Parkland shall have indicated Parkland's satisfaction in writing with the quotation provided by Gerard to Parkland pursuant to paragraph 2.3 of this Agreement for the construction of the Services.
- 2.3 Upon the approval in writing of the Plans and Specifications by Parkland, Gerard shall supply Parkland with a quotation in writing for the cost of constructing the Services in accordance with the Plans and Specifications approved in writing by Parkland.
- 2.4 Upon the submission to Parkland of a quotation in writing for the cost of constructing the Services, Parkland shall be at liberty to either, accept in writing the quotation submitted by Gerard, or to reject in writing the quotation submitted by Gerard.

Article 3 CONSTRUCTION OF SERVICES BY GERARD

- 3.1 Upon the approval in writing of the Plans and Specifications by Parkland and the acceptance of the quotation submitted by Gerard pursuant to paragraph 2.4 of this Agreement, Gerard shall construct and install the Services from the Point of Connection to the Points of Delivery in a good and workmanlike manner, in strict conformity with the Plans and Specifications, the General Design Standards, and proper and accepted engineering practices, and in accordance with any requirements of law applicable to the work.
- 3.2 Gerard shall complete the construction of the Sewer Service in accordance with the Plans and Specifications and the General Design Standards by the 15th day of November, A.D., 1996. Water Service shall be completed by the 15th day of November 1997, or such other date as shall be mutually agreed upon in writing between both Parkland and Gerard.

- 3.3 At all times during the performance of the work relative to the construction and installation of the Services by Gerard, Parkland shall have free and immediate access to all records relating to the construction and installation of the Services including, without limiting the generality of the foregoing, all design, inspection, material testing, and "as-constructed" records.
- 3.4 Parkland shall be at liberty to reject any materials or work which does not comply with the Plans and Specifications and the General Design Standards.
- 3.5 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.
- 3.6 Gerard, its servants, agents, and contractors, shall do as little damage as possible in the construction of the Services and shall cause as little obstruction as possible to the movement of traffic and other works within Parkland during the progress of the work, and at all times shall restore the streets, highways, avenues, lanes, public areas, and privately owned lands and improvements affected to a state of repair as nearly as possible equal to their state of repair existing at the commencement of construction.
- 3.7 It shall be the responsibility of Parkland to obtain whatever consents and approvals may be required from the Town of Stony Plain, Capital Region Sewage Commission, or any other relevant authority to enable the Services to be connected to the Capital Region Sewage main at the Point 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.
- 3.8 Gerard shall protect and indemnify Parkland against any damage or expense caused or incurred by Gerard, its agents, servants, or contractors as a result of the performance by Gerard of any work or undertaking to be performed or carried out by Gerard pursuant to this Agreement.
- 3.9 Gerard shall take all proper steps to ensure that the Services conform to all applicable by-laws, regulations, or standards promulgated pursuant to the provisions of any statute, by-law, or regulation.
- 3.10 Gerard shall carry comprehensive liability insurance in such form and amount as shall meet the requirements of Parkland. Gerard shall be at liberty to cancel such liability insurance upon the completion of construction of the Services by Gerard.
- 3.11 Gerard shall at all times ensure that any work to be performed or carried out by Gerard pursuant to this Agreement is properly marked with such warning signs and devices as shall be necessary to alert the public that the said work is taking place. Gerard, if

requested by Parkland, shall supply and put up such additional warning signs and devices as Parkland shall deem necessary.

Article 4

COST OF CONSTRUCTION AND INSTALLATION OF SERVICES

- 4.1 The Cost of Construction of the Services will be paid equally by Parkland and Gerard.
- 4.2 The portion of the Cost of Construction of the Services which are the responsibility of Gerard shall be paid for by Parkland by way of a debenture or debentures. Gerard's portion of the cost shall be paid by way of a local improvement charge levied against the Gerard Lands.
- 4.3 In the event that Parkland shall be unable by reason of a petition or for any other reason to charge the said portion of the Cost of Construction of the Services against the Gerard Lands, Gerard shall be responsible for the payment of the portion of the Cost of Construction of the Services which Parkland is unable to charge against the Gerard Lands by way of a local improvement charge.

Article 5

RECOVERY AND PAYMENT FOR OVERSIZING

- 5.1 In the event that Parkland shall require Gerard to construct or to pay for the construction of the Services of a size and of a capacity to service other lands in the vicinity of the Gerard Lands and the Parkland Lands, Parkland shall endeavour to recover through a local improvement charge, or any other form of levy or charge, a portion of the Cost of Construction of the Services from the owner or owners of the other lands in the vicinity of the Gerard Lands and the Parkland Lands. At such time as Parkland receives payment from the owner or owners of the other lands and subject to the compliance by Gerard with all of the terms and conditions set out in this Agreement, Parkland shall pay to Gerard ~~forty percent (40%)~~ ^{50%} of any payment or payments received by Parkland from the owner or owners of such other lands. Nothing in this Article shall obligate Parkland to pay to Gerard any amount which Parkland is prevented by law from recovering from the owner or owners of such other lands, and no interest shall be included in any payment or payments by Parkland to Gerard.

Article 6 NOTICES

6.1 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) **Gerard Developments Limited**
Spruce Grove, Alberta

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 7 FURTHER ASSURANCES

7.1 Parkland and Gerard 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 and kind for the better or more perfect or absolute performance of the terms and conditions of this Agreement.

Article 8
ENUREMENT

8.1 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 Gerard 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

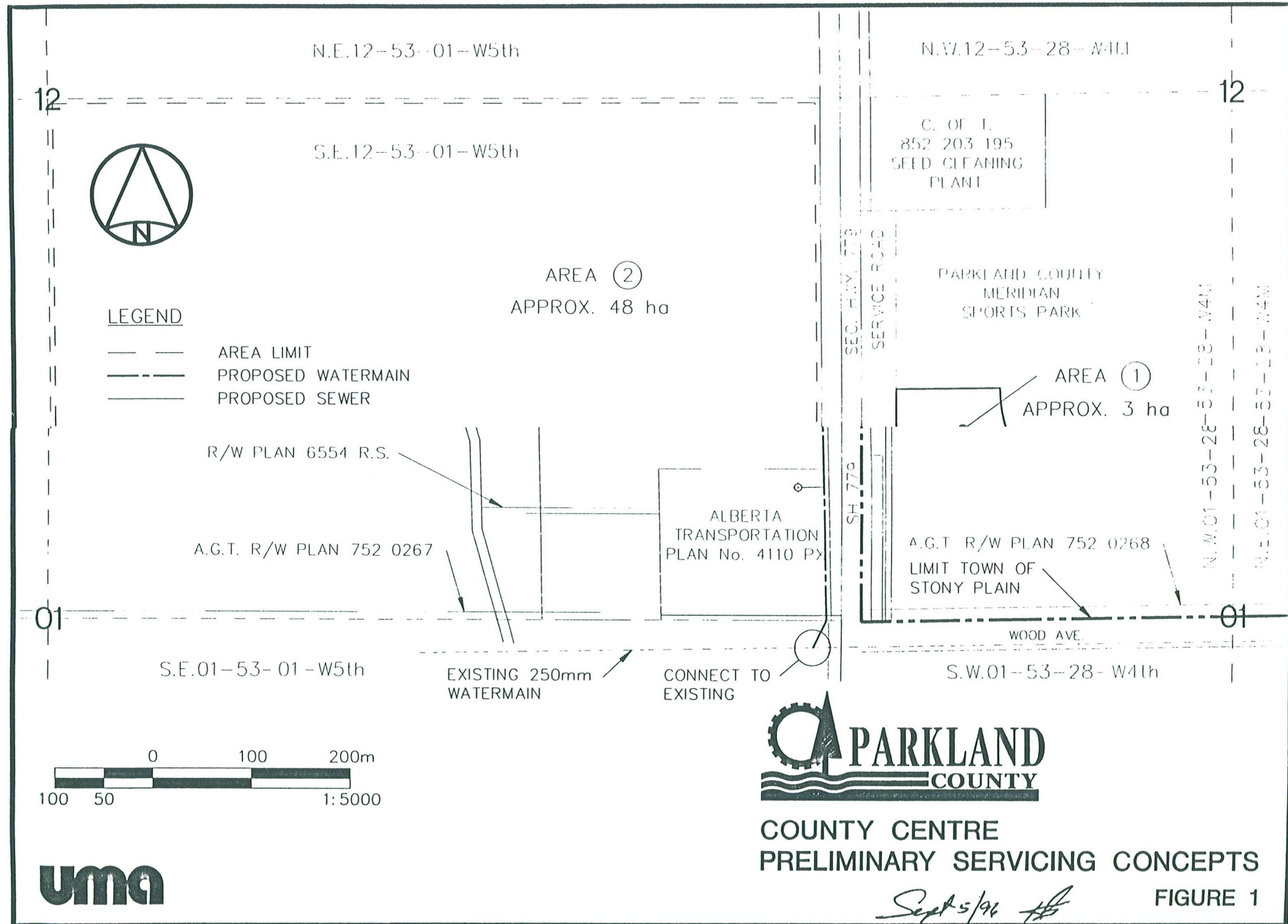

Manager, Administration Services

SIGNED, SEALED, AND DELIVERED
in the presence of:



GERARD DEVELOPMENTS LIMITED





**AFFIDAVIT VERIFYING
CORPORATE SIGNING AUTHORITY**

I, GERARD LEVASSEUR of SPRUCE GROVE
make oath and say:

1. I am an officer or a director of GERARD DEVELOPMENTS LTD named in the
within or annexed instrument (or caveat).
2. I am authorized by the corporation to execute the instrument
(or caveat) without affixing a corporate seal.

SWORN BEFORE ME AT

_____)
in the Province of Alberta)

this 7 day of OCT)

A.D. 1996)

GERARD ROZANSKI

GERARD ROZANSKI

Commissioner for Oaths in and
for the Province of Alberta

025963.

mar 1997.

BRUNO STEINBACK
(signature of witness)