

AMENDED BY:

BY-LAW #

C-108-90

TOWN OF SPRUCE GROVE

22 Oct. 1990

By-law No. 657-82

MOBILE HOME AREA STRUCTURE PLAN

Being a by-law to adopt the Mobile Home Development Area S½.S.W.9.53.27.W4 Area Structure Plan of the Town of Spruce Grove in the Province of Alberta.

Whereas the Planning Act, being Chapter P-9 of the Revised Statutes of Alberta 1980, including amendments thereto, requires that Council of the Town adopt or approve for information an Area Structure Plan, and

Whereas the Council of the Town of Spruce Grove in its open meeting assembled pursuant to the provision of the Planning Act, hereby adopts as follows:

AMENDED BY:

BY-LAW #

C-113-90

10 DEC. 1990

1. The Area Structure Plan to be known as "The Town of Spruce Grove Mobile Home Development Area Structure Plan".
2. The Area Structure Plan shall cover all land uses falling into the general area described as the south half of the SW¼ of 9, Twp 53, Range 27, West of the 4th Meridian.
3. The Mobile Home Development Area Structure Plan Map, see Schedule "B", and development objectives, Schedule "A", which is attached hereto, are hereby adopted as part of this by-law and shall be maintained under separate cover at the Town Office in the Town of Spruce Grove.
4. The Mobile Home Development Area Structure Plan shall become a general guide to the preparation of detailed subdivision plans and servicing and Development Agreements, and shall be an information document only for the purposes of interpreting and clarifying this by-law.
5. This by-law may be amended by by-law in accordance with the provisions of the Planning Act.
6. This development shall conform to the Spruce Grove General Municipal Plan and to the Land Use By-law of the day and shall occur following subdivision approval and the signing of a Development Agreement concerning the subject lands between the developer and the Town of Spruce Grove.

This by-law shall take effect on the date of its final reading.

First Reading carried 30 November 1982

Second Reading carried 24 January 1983

Third Reading carried 24 January 1983

MAYOR

MUNICIPAL SECRETARY

DIVISION: POLLUTION CONTROL
BRANCH: MUNICIPAL ENGINEERING
AGREEMENT NO. 83-0812

GOVERNMENT OF THE PROVINCE OF ALBERTA

DEPARTMENT OF THE ENVIRONMENT

THIS AGREEMENT made this 11th day of January, A.D. 1983

BETWEEN:

HER MAJESTY THE QUEEN in right
of the Province of Alberta, as
represented by the Minister of
the Environment,

OF THE FIRST PART

and

THE TOWN OF SPRUCE GROVE,

OF THE SECOND PART

and

THE TOWN OF STONY PLAIN,

OF THE THIRD PART

and

THE COUNTY OF PARKLAND NO. 31,

OF THE FOURTH PART

REYNOLDS, MIRTH & COTE

BARRISTERS & SOLICITORS
1700 CENTURY PLACE
9803 - 102A AVENUE
EDMONTON, ALBERTA T5J 2C7

GOVERNMENT OF THE PROVINCE OF ALBERTA
DEPARTMENT OF THE ENVIRONMENT

THIS AGREEMENT made this 11th day of January, A.D. 1983.

HER MAJESTY THE QUEEN in right
of the Province of Alberta, as represented
by the Minister of the Environment,

(hereinafter referred to as "**Minister**"),

OF THE FIRST PART,

-and-

THE TOWN OF SPRUCE GROVE,
a municipal corporation incorporated under
the laws of the Province of Alberta,

(hereinafter referred to as "**Spruce Grove**"),

OF THE SECOND PART,

-and-

THE TOWN OF STONY PLAIN,
a municipal corporation incorporated under
the laws of the Province of Alberta,

(hereinafter referred to as "**Stony Plain**"),

OF THE THIRD PART,

-and-

THE COUNTY OF PARKLAND NO. 31,
a municipal corporation incorporated under
the laws of the Province of Alberta,

(hereinafter referred to as "**Parkland**"),

OF THE FOURTH PART.

WHEREAS Spruce Grove, Stony Plain and Parkland (hereinafter together referred to as "the Municipalities") consider it a benefit to their respective Municipalities to enter into an agreement wherein the Minister shall provide to the Municipalities funds for the acquisition of land interests and rights-of-way necessary for the construction of a sanitary sewage transmission facility from a point near the west end of Stony Plain to a point of connection to the City of St. Albert gravity outfall line (hereinafter referred to as the "Parkland Sewage Transmission System") to provide sanitary sewage transmission service to the Municipalities; and

WHEREAS the Municipalities have entered into an Agreement amongst themselves pursuant to Section 113 of the Municipal Government Act providing for the joint negotiation for and the acquisition of the rights-of-way and interests in land necessary for the construction of the Parkland Sewage Transmission System and have delegated to a joint committee known as the Parkland Sewer Board (hereinafter referred to as "the Board") the power, on behalf of the Municipalities, to negotiate for and to acquire such rights-of-way and interests in land as shall be required for the construction of the Parkland Sewage Transmission System; and

WHEREAS the Minister under the provisions of Section 90 of the Water Resources Act is authorized to enter into an agreement with the Municipalities on the terms and conditions hereinafter set forth; and

WHEREAS the Municipalities pursuant to the provisions contained in the Municipal Government Act R.S.A. 1980 c. M-26 are empowered to construct and operate the Parkland Sewage Transmission System and to acquire, by expropriation or otherwise, the necessary rights-of-way and other land interests required therefor; and

WHEREAS the Municipalities are prepared to acquire the said land interests and rights-of-way on the terms and subject to the conditions hereinafter set forth;

NOW THEREFORE THIS AGREEMENT WITNESSETH that the parties hereto agree as follows:

1. (1) The Minister shall pay to the Municipalities, in accordance with Section 6 of this Agreement, the costs of the land interests and rights-of-way purchased by the Municipalities after January 1, 1980, for the construction of the Parkland Sewage Transmission System or any other lands or interests in lands to be mutually agreed upon by the parties hereto in writing and the above costs incurred shall form part of the total project cost for the Parkland Sewage Transmission System.

- (2) The payments to be made by the Minister for the acquisition of the land interests and rights-of-way for the Parkland Sewage Transmission System under this Agreement shall not exceed the sum of FOUR MILLION (\$4,000,000.00) DOLLARS in total during the period commencing January 1, 1980 and ending December 31, 1985.
2. The payment or payments to be made by the Minister in each fiscal year pursuant to this Agreement shall be subject to the appropriation of funds by the Legislative Assembly of the Province of Alberta in an amount or amounts sufficient to pay to the Municipalities the amounts provided for herein.
3. (1) Any land interests and rights-of-way required for the construction of the Parkland Sewage Transmission System that are not the property of the Municipalities or of the Province of Alberta shall be acquired by the Municipalities and shall be registered in the name of the Municipalities.

(2) The Minister shall keep the Municipalities informed of the amount or amounts of funds from time to time appropriated by the Legislative Assembly of the Province of Alberta for payment to the Municipalities for the interests in land and rights-of-way acquired by the Municipalities and the Municipalities shall not be under any duty or obligation to acquire any interests in land or rights-of-way or both if the

funds to pay for them have not been appropriated by the Legislative Assembly of the Province of Alberta.

- (3) Where the Minister pays for or contributes to the cost of acquisition of any land interests and rights-of-way under this Agreement, the Municipalities shall provide the Minister with the legal description of the interest in land or the right-of-way acquired, the date upon which title to the interest in land or right-of-way is registered in the name of the Municipalities, the Certificate of Title number or numbers, the cost of the interest in land or right-of-way and the terms and conditions of acquisition of the interest in land or right-of-way.
- (4) Whenever in respect of land interests and rights-of-way referred to in subsection (3) a survey is performed, the Municipalities shall provide the Minister with a copy of the plan of the survey.
- (5) The acquisition of the land interests and rights-of-way shall be conducted with due dispatch subject only to the Municipalities being able to ascertain that sufficient funds will be or are available from the Minister to pay for the cost of the land interests and rights-of-way being acquired.
- (6) The Minister, his servants, workmen, agents and contractors shall be at liberty from time to time to enter upon the interests in land and the rights-of-way acquired by the Municipalities

pursuant to this Agreement for the purpose of constructing the Parkland Sewage Transmission System, subject to the compliance by the Minister and his servants, workmen, agents and contractors with terms, conditions and restrictions contained in any easement or agreement pertaining to the acquisition of the said interests in land and rights-of-way by the Municipalities.

4. The Municipalities hereby assume all liability for all damages of any nature whatsoever caused by the Municipalities, their servants, workmen, agents or contractors in the performance of this Agreement by the Municipalities and will indemnify and save harmless the Minister in respect of all claims or demands or actions of whatsoever kind and nature that may be made against the Minister or his employees, by reason of anything done by the Municipalities, their servants, workmen or agents in the performance of this Agreement.

5. The Minister hereby assumes all liability for all damages of any nature whatsoever caused by the Minister, his servants, workmen, agents or contractors in performance of this Agreement or in connection with the construction of the Parkland Sewage Transmission System and the Minister shall indemnify and save harmless the Municipalities in respect of all claims or demands or actions of whatsoever kind and nature that may be made against the Municipalities or their employees, by reason of anything done by the Minister, his servants, workmen, agents and contractors in the

performance of this Agreement or in connection with the construction of the Parkland Sewage Transmission System.

6. (1) The Minister shall reimburse the Municipalities for the actual costs incurred by the Municipalities or the Board for the acquisition of land interests and rights-of-way. The Minister shall reimburse the Municipalities based on quarterly payments upon receipt of an invoice from the Municipalities or the Board and the information provided for in Section 3 (3) of this Agreement.
- (2) (a) Costs incurred for the acquisition of land interests and rights-of-way includes the following:
 - actual land acquisition or land purchase costs,
 - expropriation or court costs,
 - legal survey fees,
 - appraisal fees,
 - landman and legal fees,
 - interim financing charges,
 - damage settlements, and
 - any incidental costs approved by the Minister.
- (b) Interim financing includes interest cost of interim financing (including compound interest) less interest

earned by the Municipalities or the Board or both on cash payments by the Minister to the Board or the Municipalities or both under this Agreement or any revenue received by the Municipalities from the interests in land or rights-of-way acquired by the Municipalities pursuant to this Agreement.

- (3) On behalf of the Municipalities, the Board shall assume the responsibility for the financial administration of this Agreement and all funds will be payable to the Board, c/o the Board Secretary, P.O. Box 130, Spruce Grove, Alberta, T0E 2C0 and accordingly the Board shall:
 - (a) keep statements, invoices, accounts, receipts and other records of the costs and expenses incurred and funds received, in undertaking the acquisition of land interests and rights-of-way, and any other documents relating to such costs and expenses, and
 - (b) on reasonable demand, produce to
 - (i) the Minister,
 - (ii) the Auditor General,
 - (iii) the Deputy Provincial Treasurer, or
 - (iv) any one or all of the above, or
 - (v) any one or all of their respective authorized representatives,

every account, record or other document referred to in subclause (a) that may be required, and permit the examination, audit and taking of copies and extracts of such documents, and

(c) deposit and maintain all monies borrowed or received in a Project Bank Account separate from other accounts maintained by the Board or the Municipalities. Accounting of Revenue and Expenditures relative to such account shall be kept as a separate entity.

(4) The funds provided by the Minister shall be deposited in the Project Bank Account and shall only be used for the acquisition of land interests and rights-of-way for the Parkland Sewage Transmission System and any other expenditures authorized by the Minister.

7. This Agreement shall be an agreement to which S. 323 of the Municipal Government Act R.S.A. 1980 c. M-26 shall apply and each of the Municipalities shall be at liberty to pass such by-laws as may be necessary from time to time to finance its share of the sums to be expended by the Municipalities pursuant to this Agreement.

8. The Minister appoints M. Znak, B. Kitagawa and M.R. Kamath or any one of them as his duly authorized representative or representatives under this Agreement on his behalf to communicate with the Municipalities or the Board on any matter provided for in this

Agreement or to obtain from the Municipalities and to approve on behalf of the Minister any information, statements or documents required for the administration and carrying out of the provisions of this Agreement.

9. The invoice and items outlined in Section 3(2) should be forwarded to:

Financial Administrator
Municipal Engineering Branch
Pollution Control Division
Alberta Environment
5th Floor, Oxbridge Place,
9820-106 Street,
Edmonton, Alberta
T5K 2J6

10. Any land interests and rights-of-way, the acquisition of which were funded by the Minister, shall be used exclusively for the purposes defined in this Agreement and all said funds will form part of the total project costs of the Parkland Sewage Transmission System.
11. Pursuant to Section 90 of the Water Resources Act, all land interests and rights-of-way acquired through this Agreement will be transferable to the Minister if construction of the Parkland Sewage Transmission System does not proceed on the land acquired by December 31, 1985, upon the payment by the Minister to the Municipalities of all of the costs incurred by the Municipalities pursuant to paragraph 6 of this Agreement.
12. In the event of default by the Municipalities in fulfilling or observing any of the covenants, conditions or terms hereof to be performed or observed by the Municipalities, the Minister may, if within seven (7)

days after mailing notice of default to the Municipalities such default has not been rectified, rectify the default including but not limiting entry onto the land interests and rights-of-way.

13. In the event of default by the Minister in fulfilling or observing any of the covenants, conditions or terms hereof to be performed or observed by it, the Municipalities may, if within seven (7) days after mailing notice of default to the Minister such default has not been rectified, do whatever is necessary to rectify the default.
14. In the event of a dispute respecting the meaning, interpretation or application of the terms hereof, the dispute shall be referred to the Minister, and his decision acting reasonably shall be final and binding upon the parties hereto.
15. Whenever a claim, demand or action under or related to this Agreement is made against a party to this Agreement, that party, within ten (10) days of being served with the claim or with notice thereof, shall notify the other parties to this Agreement of the claim, the nature of the claim and the particulars of the claim.
16. This Agreement shall terminate on December 31, 1985 or on the date that the Minister shall reimburse the Municipalities for all costs incurred by the Municipalities or the Board for the acquisition of land

interests and rights-of-way as provided for in this Agreement.

IN WITNESS WHEREOF the parties have hereunto affixed their seals by the hands of their proper officers in that behalf the day and year first above written.

HER MAJESTY THE QUEEN IN
RIGHT OF ALBERTA

C. J. Slobodian
WITNESS

Errol Bradley
Minister of the Environment

THE TOWN OF SPRUCE GROVE

PER: [Signature]

PER: [Signature]

THE TOWN OF STONY PLAIN

PER: [Signature]

PER: [Signature]

THE COUNTY OF PARKLAND NO. 31

PER: [Signature]

PER: [Signature]

DATED:

BETWEEN:

HER MAJESTY THE QUEEN in right
of the Province of Alberta, as represented
by the Minister of the Environment,

(hereinafter referred to as the "Minister"),

OF THE FIRST PART,

-and-

THE TOWN OF SPRUCE GROVE,
a municipal corporation incorporated under
the laws of the Province of Alberta,

(hereinafter referred to as "Spruce Grove"),

OF THE SECOND PART,

-and-

THE TOWN OF STONY PLAIN,
a municipal corporation incorporated under
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(hereinafter referred to as "Stony Plain"),

OF THE THIRD PART,

-and-

THE COUNTY OF PARKLAND NO. 31,
a municipal corporation incorporated under
the laws of the Province of Alberta,

(hereinafter referred to as "Parkland"),

OF THE FOURTH PART.

A G R E E M E N T

REYNOLDS, MIRTH & COTE
Barristers & Solicitors
1700 Century Place
9803-102A Avenue
EDMONTON, Alberta
T5J 2C7

File No. 42,180(2)-005

