

Council Meeting

Council Chambers Municipal Building - Jubilee Centre 9909 Franklin Avenue, Fort McMurray

Tuesday, February 27, 2007 6:00 p.m.

Agenda

Call to Order

Opening Prayer

Adoption of Agenda

Minutes of Previous Meetings

- A. Regular Meeting February 13, 2007
- B. Public Hearing February 13, 2007

Delegations

A. Mr. Cliff Maron, UDI Wood Buffalo re: Introduction of the Urban Development Institute – Wood Buffalo

(The Chair will provide an opportunity for those attending the meeting and wishing to address an item on the agenda to identify themselves and come forward to speak to Council. Consistent with all delegations, each presentation will be allowed a maximum of five minutes. This does not apply to Public Hearings or Bylaws for which a Public Hearing is required to be held, as the process for these items is regulated by the Municipal Government Act.)

Public Hearings

None Scheduled

Updates

- A. Reporting of Councillors on Boards and Committees (Councillors Carbery, Chadi, Slade, Vyboh and Wiltzen)
- B. Mayor's Update

Reports

- A. Memorandum of Understanding University of Calgary/Regional Municipality
- B. Reserve Bids for Tax Recovery Auction
- C. Allocation of 2007 Community Development Funding
- D. Lease of Office Space 9717 Franklin Avenue
- E. Lease of Office Space 9816 Hardin Street
- F. Appointment of Members Regional Advisory Committee on Inclusion, Diversity and Equality
- G. RCMP Staff Realignment
- H. Title Partnership MacDonald Island Park Redevelopment Project

Bylaws

- A. Bylaw No. 07/003 BRZ Tax Levy Bylaw
- B. Bylaw No. 07/005 Roads & Transportation Bylaw Amendment

- C. Bylaw No. 07/007 Debenture Borrowing Bylaw Vacuum Street Sweepers
- D. Bylaw No. 07/008 Debenture Borrowing Bylaw Heavy Equipment Replacements
- E. Bylaw No. 07/010 Debenture Borrowing Bylaw Fort Chipewyan Airport Maintenance Garage
- F. Bylaw No. 07/011 Debenture Borrowing Bylaw Regional Landfill
- G. Bylaw No. 07/012 Debenture Borrowing Bylaw 2007 Sanitary Sewer Main Replacement
- H. Bylaw No. 07/013 Debenture Borrowing Bylaw 2007 Storm Main Replacement
- I. Bylaw No. 07/014 Debenture Borrowing Bylaw Franklin/Riedel Update and Rehabilitation
- J. Bylaw No. 07/015 Debenture Borrowing Bylaw Jubilee Centre Hot Water Distribution System
- K. Bylaw No. 07/016 Debenture Borrowing Bylaw Jubilee Centre Fire Alarm System
- L. Bylaw No. 07/017 Debenture Borrowing Bylaw Beacon Hill Pump House Reservoir Roof Replacement

New and Unfinished Business

Adjournment



Request To Make A Presentation At A Council Meeting Or Public Hearing

Requests to make a public presentation must be received by 12:00 noon on the Wednesday immediately preceding the scheduled meeting/hearing. Presentations are a maximum of 5 minutes in duration. Additional information may be submitted to support your presentation.

	POTTA CTONITONAL TONIO
Name of Presenter:	CLIFF HARON
Mailing Address:	102 - 9908 FLANKLIN AVE FORT MCHURRAY AB THAKS
Telephone Number:	790-1034 (Day) If we cannot confirm your attendance, your request may be removed from the Agenda.
E-Mall Address (If applicable):	cliff ma csmengineering.ca
	PRESENTATEDAMENTATEDA
Preferred Date of Presentation:	FEBRUARY 27 2007
Topic:	INTRODUCTION OF URBAN DEURLOPMENT INSTITUTE OF
Please List Specific Points/Concerns:	1. WOOD BOFFALO (UDI-WOOD BUFFALO)
If speaking at a Public Hearing, clearly state your support or opposition to the bylaw along with any related information:	2,
	3.
Action Being Requested of Council:	HONE

As per Procedure Bylaw No. 06/020, a request to make a presentation may be referred or denied.

Please return completed form, along with any additional information, to:

Chief Legislative Officer
Regional Municipality of Wood Buffalo
9909 Franklin Avenue
Fort McMurray, AB T9H 2K4
Telephone: (780) 743-7001

Fax: (780) 743-7028

RECEIVED

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LEGISLATIVE & LEGAL SERVICES

Please Note:

All presentations are heard at a public meeting; therefore, any information provided is subject to FOIP guidelines and may be released upon request.

To: Mayor and Council

From: Office of the Regional Manager

Date: 27 February 2007

Subject: Memorandum of Understanding – University of Calgary/ Regional Municipality

ISSUE:

To determine Council's interest in entering into a Memorandum of Understanding (MOU) with the University of Calgary to collaborate on a number of significant issues of mutual interest.

HISTORY:

The Regional Municipality of Wood Buffalo and the University of Calgary have a number of mutual interests. The Parties have worked to develop a non-binding agreement expressing best intentions to work together and collaborate on the research and development of many interests, including but not limited to, the demand for a rapidly expanding workforce, sustainable community and a viable infrastructure.

OPTIONS:

- 1. Sign the MOU
- 2. Refer the MOU back to Administration for amendment
- 3. Reject the MOU

ANALYSIS:

The attached MOU identifies many similar opinions shared by the Parties. They agree that both will continue to emphasize the need for strategic provincial investment dedicated to post-secondary education, research and innovation that will help Alberta's energy industry, but also look for economic diversification. They both also support the development of a long-term sustainable funding arrangement with municipalities as a basis for sustainable healthy communities capable of providing sustainable oil sands development. The agreement is without term, but can be terminated by either Party.

ATTACHMENTS:

1. Draft Memorandum of Understanding

ADMINISTRATIVE RECOMMENDATION:

THAT the Regional Municipality of Wood Buffalo enter into the Memorandum of Understanding with the University of Calgary to identify their intent to work collaboratively with the University to address many regional issues.





THIS MEMORANDUM OF UNDERSTANDING ("MOU") made this 6^{th} day of March 2007

BETWEEN

THE GOVERNORS OF THE UNIVERSITY OF CALGARY

(Hereinafter known as the "University")

AND

THE REGIONAL MUNICIPALITY OF WOOD BUFFALO

(Hereinafter known as the "Region")

Whereas, this MOU is intended to be an expression of the parties' interests and their intent to collaborate diligently in good faith on the subject matters outlined below. This MOU is only an expression of this intent and does not, except as expressly indicated in this MOU, create any binding obligations between the parties.

Now therefore the parties agree:

Introduction

- 1. The Premier of the Province of Alberta in December 2006 announced his government's intention to address five priorities including:
 - Governing with integrity and transparency
 - Managing growth pressures

- Improving Albertans' quality of life
- Building a stronger Alberta, and
- Providing safe and secure communities
- 2. The Province of Alberta recognizes that strong communities and better educated citizens contribute to economic growth and prosperity. The province further recognizes the critical role the energy industry and in particular, oil sands development in an environmentally sustainable manner, plays in the economic and social prosperity of Albertans.
- 3. The energy industry accounts for half of the province's exports and about a quarter of Gross Domestic Product ("GDP"). When the direct and indirect linkages are considered (such as through the large contributions to government revenues and the purchases of goods and services from other sectors), they account for about one-half of the entire Alberta economy. Our energy industry also plays a key role in the North American energy market and provides significant global opportunities for Alberta's businesses and citizens.
- 4. Central to much of the energy activity in the province is that which exists in the oil sands, and much of the oil sands activity in the province today, is connected to the work being done in Fort McMurray, the Regional Municipality of Wood Buffalo, the five First Nations Communities in the Region and by those who live, work, learn and play in the Northern regions of Alberta and beyond.

- 5. The people of Alberta and Canada owe a debt of gratitude to those who work in the Region. It is through the hard work, creative and innovative entrepreneurial spirit of the people in and around the Regional Municipality of Wood Buffalo, that Canada today enjoys much of the prosperity it is currently experiencing.
- 6. It is through the innovative and creative research at the University of Calgary and specifically the discovery of the SAG-D extraction process that the Region has now increased its ability to access more than 80% of the resources through "in situ" recovery technology. Today the Institute of Sustainable Energy, Environment and the Economy (ISEEE) is engaged in applied research aimed at discovering new technologies to enhance development and protect the economy.
- 7. To address the rapidly expanding demand for a skilled workforce, for sustainable communities, and for sustainable development of those communities and the industries that support them there is a need for a closer working relationship between the Regional Municipality of Wood Buffalo and the University of Calgary. That relationship was renewed with the signing of a Memorandum of Understanding in March of 2006 with Keyano College and SAIT Polytechnic. We believe that together we can enhance career development opportunities, accelerate applied and basic research critical to sustainable development, a sustainable environment and a viable regional infrastructure.

- 8. The Regional Municipality of Wood Buffalo is a community whose immediate past and foreseeable future is built on the energy sector and dependent upon responsible oil sands development that is economically and environmentally sustainable.
- 9. The University of Calgary is a post-secondary institution committed to the concept of a Campus Alberta, and through working together with its partners will not only strive to make post-secondary education more accessible, but will also strive to work together with the Region, the Province and the Federal government to address the important challenges of the Region and oil sands development.
- 10. The University and the Region are particularly well suited as partners.
 - The Regional Municipality of Wood Buffalo and the people living in the Region consistently demonstrate a strong entrepreneurial spirit. The University of Calgary is one of the most entrepreneurial Universities in Canada located in one of the most entrepreneurial cities in the nation.
 - The Region Municipality of Wood Buffalo places significant emphasis on infrastructure challenges spanning the gap from financing to transportation to the provision of adequate health care. The University as a leading research institution in Canada has an area of expertise which matches one for one, almost every challenge the Region faces.
 - The Regional Municipality of Wood Buffalo is committed to the concept of sustainable development. The University through the Institute of Sustainable Energy, Environment and Economy, and the Faculties that partner with ISEEE is

- dedicated to addressing the issues and challenges associated with sustainable development.
- The University is dedicated to developing healthy, educated citizens who are capable of making positive contributions to society. The Region is dedicated to providing sustainable and healthy communities for citizens now and into the future.
- The University is interested in furthering its involvement in oil sands-related
 research and in environmental sustainability. The Regional Municipality of
 Wood Buffalo, through its planning exercise "Future Forward," is interested in
 fostering the development of research focused agencies, institutions and
 enterprises.
- The University is dedicated to expanding learner opportunities with its many educational partners in Campus Alberta and in particular Keyano College in the Regional Municipality of Wood Buffalo. The Region is interested in working with Keyano College and its various partners, including the University of Calgary, in expanding access to post-secondary education under the auspices of Campus Alberta.
- 12. In collaboration with our energy industry associates and other Alberta post-secondary institutions and municipalities, the parties will continue to stress the need for an emphasis on strategic provincial investment dedicated to post-secondary education, research and innovation that will help Alberta's energy industry and that will support the development of a "long-term strategy for technology commercialization and economic

diversification" as directed by the Premier of Alberta in his December 15, 2006 letter to

the Minister of Advanced Education and Technology.

13. The parties support the development of a "long-term sustainable funding

arrangement with municipalities" (a priority identified by the Premier of Alberta on 13

December 2006) as a basis for sustainable healthy communities capable of providing

sustainable oil sands development.

Term / Termination

14. This MOU shall, to the extent it is legally binding, take effect on March 6, 2007 and

remain in effect until terminated by either party upon sixty (60) days prior written notice

to the other party

Notices:

15. Any notices under this MOU shall be in writing and shall be sent by courier or

facsimile, as follows:

a) if to the Regional Municipality of Wood Buffalo

Regional Municipality of Wood Buffalo

9909 Franklin Avenue

Fort McMurray, AB T9H 2K4

Attention: Melissa Blake, Mayor

Fax: (780) 743-7099

b) if to the University of Calgary

University of Calgary

2500 University Drive N.W.

Calgary, Alberta, T2N 1N4

Attention: Dr. Alan Harrison, Provost & Vice President (Academic)

Fax (403) 289-6800

16. Confidentiality

- a) The Regional Municipality of Wood Buffalo and the University of Calgary acknowledge that they are entering into this MOU in good faith for the purpose of facilitating an exchange of valuable information with the intent that it will be used solely for their mutual benefit in the pursuit of the goals outlined. Accordingly, all confidential information exchanged among the parties in discussions related to the subject matter of this MOU and resulting activities will be maintained in the strictest confidence by the party receiving such information and all governors, directors, officers, employees, contractors, subcontractors and affiliates of such party who are provided with access to such information.
- b) Each party agrees that it will use such confidential information solely for the purpose of pursuing collaborative arrangements related to this MOU. If the parties fail to conclude and enter into such collaborative arrangements, each will promptly, upon request of the

other party, return or destroy the confidential information of the other party, including all copies thereof and notes and derivative materials containing confidential information.

General

- 17. This MOU, to the extent it is legally binding, shall be governed by the laws of Alberta and the federal laws of Canada applicable thereto.
- 18. The Regional Municipality of Wood Buffalo and the University of Calgary believe collaboration is critical to realizing the opportunity to help address skilled labour shortages experienced by companies operating within Alberta's energy industry, and to ensure that Albertans have access to new education and training opportunities. Both organizations are committed to establishing specific coordination and communication mechanisms to support and continuously strengthen energy and environment-related collaboration between the Regional Municipality of Wood Buffalo and the University of Calgary. It is understood that each party is responsible for their own costs in the implementation of this Memorandum of Understanding and its mandate.

Entire Agreement and Amendments

19. This Memorandum of understanding embodies the entire agreement between the Parties as to the subject matter, and the Parties should not be bound by, or liable for any statement, representation, promises or understandings of any kind which are not documented in this Memorandum of Understanding. Any amendments to this

Memorandum of	Understanding sh	all be made upo	n mutual agre	ement and shal	l be in
writing and signe	d by the parties.				

IN WITNESS WHEREOF the parties have executed this MOU as of the date first written

Accepted on behalf of

The Regional Municipality of Wood Buffalo

Melissa Blake Mayor

The Governors of the University of Calgary

Harvey P. Weingarten President and Vice-Chancellor

To: Mayor & Council From: Corporate Services Date: January 29, 2007

Subject: Reserve Bids for Tax Recovery Auction

ISSUE:

Establish reserve bids and sale conditions for tax recovery auction March 30, 2007.

REFERENCE:

Municipal Government Act (MGA).

HISTORY:

As required under the MGA, the properties listed for 2007 tax sale were placed in Tax Recovery Notification with the Provincial Registrar prior to March 31, 2005. The Provincial Registrar endorsed the Certificate of Title for the properties, and prior to August, 2005, sent a notice to the owner(s) of each property advising of the endorsement. The property owners were also notified by mail prior to the Tax Recovery Notification process being started in 2005.

ANALYSIS:

Under Section 418 of the MGA, municipalities must offer for sale at public auction any property shown on its tax arrears list if the tax arrears are not paid by a certain date, which in this case is March 30. This section also permits the Municipality to enter into an agreement with the owner of a property shown on its tax arrears list based on specific criteria. Those properties are removed from the tax sale for as long as the owner maintains the agreed-to set payments, and is removed from the tax arrears list once all the arrears are paid.

The Municipality must advertise the tax sale in the Alberta Gazette not less than 40 days and not more than 90 days before the auction, in accordance with Section 421 (1) of the MGA. The notice was placed in the Alberta Gazette February 15 2007, which is 42 days before the auction date. In addition, a copy of the Gazette advertisement must be sent to the owner of each property, and to any other party named on the Certificate of Title obtained from the Province, not less than four weeks before the auction date. The letters were sent by registered mail February 20, 2007, which is six weeks before the auction date. The arrears list of properties offered for public auction must also appear in at least one of the local newspapers having a general circulation in the Municipality. On March 9, 2007, an advertisement will be placed in the newspaper and the tax recovery list will be posted at Jubilee Centre and all rural Municipal offices.

For 2007, there are potentially two properties in tax arrears which could be sold at a public auction, as listed on Schedule A.

The public auction is set for March 30, 2007 at 2:00 p.m. third floor Boardroom, in the Municipal Tower of the Jubilee Centre, at 9909 Franklin Avenue, Fort McMurray. Prior to the auction, Provincial Legislation requires that a reserve bid be established for the property being offered for sale. The reserve bid is as reasonably close as possible to market value. Market value is determined by comparing sales of similar properties. Details of the reserve bids and conditions of the sale are set out in Attachment 1.

ATTACHMENTS:

1. Reserve Bids for Tax Sale Properties.

ADMINISTRATIVE RECOMMENDATION:

THAT the reserve bids and sale conditions be established as listed in Attachment 1 – Reserve Bids for Tax Sale Properties, dated January 29, 2007.

JANUARY 29, 2007

REGIONAL MUNICIAPLITY OF WOOD BUFFALO PROPERTIES SCHEDULED FOR PUBLIC AUCTION MARCH 30, 2007, 2:00 A.M., THIRD FLOOR BOARDROOM JUBILEE CENTRE 9909 FRANKLIN AVENUE FORT MCMURRAY, AB T9H 2K4

PLAN	BLOCK	LOT	ROLL#	RESERVE BID	LOCATION
912 2126	3	31	8260003940	37,980	Fort Chipewyan
012 2336		Unit 210	71043110	10,000	Urban, Condo Parking Stall

Each parcel will be offered for sale subject to a reserve bid and the reservations and conditions contained in the existing Certificate of Title.

The Regional Municipality of Wood Buffalo may, after public auction, become the owner of any parcel of land that is not sold at the public auction.

Terms: Cash, Bank Draft, or Certified Cheque made payable to the Regional Municipality of Wood Buffalo.

Redemption may be affected by payment of all arrears of taxes and costs at any time prior to the sale.

To: Mayor and Council From: Community Services Date: February 27, 2007

Subject: Allocation of 2007 Community Development Funding

ISSUE:

The dispersal of Community Development Funding to community organizations for social preventative programs.

REFERENCE:

- 1. Family & Community Support Services Act Alberta Regulation 218/94
- 2. Community Services Advisory Committee Bylaw

HISTORY:

The process for notifying community organizations about the opportunity to receive funding included an information session held Tuesday, December 19, 2006 and advertising for submissions placed in The Fort McMurray Today on three consecutive Fridays with a closing date of January 19, 2007. Funding in the amount of \$100,000.00 is available for dispersal in 2007. Administration reviewed ten proposals requesting a total of \$125,887.10 in funding. All community groups have been advised of our funding limitations and were encouraged to access further funding through other government programs, non-profit and the private sector.

OPTIONS:

- 1. Allocate funding as per recommendations.
- 2. Do not allocate funding.

ANALYSIS:

Applications were screened for compliance with the Family & Community Support Services Act & Regulations. All applications and recommended allocations were reviewed and supported/endorsed by the Community Services Advisory Committee on February 5, 2007. A total of \$100,000.00 is recommended for allocation for ten projects in 2007.

ATTACHMENTS:

1. Funding Summary & Recommendations of Applications

ADMINISTRATIVE RECOMMENDATION:

THAT \$100,000 of 2007 Community Development Funding be allocated as follows:

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Canadian Mental Health Association	\$8,000
Conklin Community Association	\$8,000
Fellowship Baptist Church – Centre of Hope	\$12,000
Fort McMurray Association for Community Living	\$12,000
Fort McMurray Golden Years Society	\$12,000
Nistawoyou Association Friendship Centre	\$11,000
Timberlea School Parents Advisory Council	\$4,000
Wood Buffalo Educare Society	\$12,000
Wood Buffalo Senior Support Society	\$11,000
YMCA of Wood Buffalo – Out of School Care Program	
	Conklin Community Association

2007 COMMUNITY DEVELOPMENT FUNDING



			- "	
CDF 2007	Organization	Funding Requested	Recommended Funding Allocation	Percentage of Funding Allocation Request
CDF 07-001	Canadian Mental Health Association	\$10,000.00	\$8,000.00	80%
CDF 07-002	Conklin Community Association	\$8,600.00	\$8,000.00	93%
CDF 07-003	Fellowship Baptist Church – Centre of Hope	\$16,680.00	\$12,000.00	72%
CDF 07-004	Fort McMurray Association for Community Living	\$15,000.00	\$12,000.00	80%
CDF 07-005	Fort McMurray Golden Years Society	\$12,000.00	\$12,000.00	100%
CDF 07-006	Nistawoyou Association Friendship Centre	\$12,157.18	\$11,000.00	90%
CDF 07-007	Timberlea School Parents Advisory Council	\$4,500.00	\$4,000.00	89%
CDF 07-008	Wood Buffalo Educare Society	\$25,212.00	\$12,000.00	48%
CDF 07-009	Wood Buffalo Senior Support Society	\$11,737.92	\$11,000.00	94%
CDF 07-010	YMCA of Wood Buffalo – Out of School Care Program	\$10,000.00	\$10,000.00	100%
	TOTALS	\$125,887.10	\$100,000.00	

Note: All community groups have been advised of our funding limitations and were encouraged to access and leverage further funding through government, non-profit and private sector

COMMUNITY DEVELOPMENT FUNDING - 2007 \$100,000.00 AVAILABLE FOR ALLOCATION



GRANT#	NAME	PURPOSE	COMMENT
CDF 07-001	Canadian Mental Health Association – Mental Illness Support Group	The program provides a venue where all those in need of information, referrals, resources and support sharing specific to mental illness can come together. Specialized presenters would be planned, resources shared and community awareness highlighted.	This program is focused on helping people develop independence, strengthen coping skills, develop interpersonal and group skills and provide supports that help sustain people as active participants in the community.
CDF 07-002	Conklin Community Association – Alberta Future Leader	A youth leadership/ development program for youth between the ages of 18-24 to enhance awareness and skills through summer sports programs, recreation and arts opportunities	This is a great program that promotes investment in the development of aboriginal youth.
CDF 07-003	Fellowship Baptist Church – Centre of Hope – Homelessness Education Initiative	Curriculum designed for students, families and teachers to gain a greater awareness of the causes and prevention of homelessness.	This is a new innovative program for school age children focused on raising awareness of the causes of homelessness and the devastating impact it has on people's lives. The program facilitates education, awareness and prevention of homelessness.
CDF 07-004	Fort McMurray Association for Community Living – Low Income Transit Pass Program	The request for funding is focused on support for delivery of the Low Income Transit Pass Program due to increased demand for passes and subsequent need for assessments. The Low Income Transit Pass Program provides transportation for low income residents to access services within the community.	Programs that promote individuals to access social supports and education and prevent social isolation are eligible for FCSS funding.
CDF 07-005	Fort McMurray Golden Years Society - Seniors Advisory Program	A program designed to provide services and support to improve senior citizens skills and maintain their independence.	This program assists seniors with accessing available resources and maintaining independence.

GRANT#	NAME	PURPOSE	COMMENT
CDF 07-006	Nistawoyou Association Friendship Centre – Senior and Low Income Social Program	To successfully integrate aboriginal seniors and low income families and individuals into mainstream society by making them aware of the services they can access to reach their personal goals of becoming self-sufficient & educated and to provide the opportunity to share concerns in a trusting, understanding and caring atmosphere.	This is a continuation of a previous project to help aboriginal seniors and low income families and individuals.
CDF 07-007	Timberlea School Parents Advisory Council – Raising Strong Caring Kids Project	The goal of this program is to reduce the level of violence, aggression and bullying amongst youth in our schools and community and strengthen the relationships within the family, school and community supports.	This program focused on providing school age children, families and community agencies with a framework to teach and strengthen character and moral development.
CDF 07-008	Wood Buffalo Educare Society – Educare Early Intervention	The program prepares children for social and academic success by providing programs that integrate language, literacy, family wellness and early childhood development.	The FCSS Act clearly states that programs that enhance social development of preschool children are eligible for funding, however, programs that promote education preparation fall outside of the FCSS mandate.
CDF 07-009	Wood Buffalo Senior Support Society	The program is aimed at supporting, maintaining and improving senior citizens' skills to maximize supports necessary to maintain independence for community living. The program will develop a natural, social support system.	This program has been beneficial for seniors living in seniors apartments and has been funded by FCSS since 1997.
CDF 07-010	YMCA of Wood Buffalo – Out of School Care Program – Let's Get Moving	This is an out of school care project that promotes social and physical development in school age children. It has a strong primary prevention focus on wellness and active living.	Services that promote the development of children and their families, including support services for young school age children, are eligible for funding.

To: Mayor and Council

From: Planning and Development

Date: February 27, 2007

Subject: Lease of Office Space – 9717 Franklin Avenue

ISSUE:

Office space lease of 14,000 square feet on main level and 14,000 on basement level at 9717 Franklin Avenue, currently the Brick furniture store.

REFERENCE:

- Space Allocation Study dated 2006 by CPV Consultants, Red Deer
- 2007 Operating Budget approved by Council Dec 12, 2006 authorizing 140.3 new positions.

HISTORY:

In December 2006, Council approved 140.3 new positions for the Municipality for 2007. As a result of this upsurge in hiring, the Municipality will require approximately 20,000 square feet of additional office space.

In December of 2006, Council approved the purchase of the Pomona Building at 9715 Main Street, subject to satisfactory building condition report. In January, administration conducted reviews of the building and determined that necessary upgrades were significantly higher than estimated and requested an extension to the purchase agreement in order to come back to Council for further direction. The request was denied by the owner and the agreement to purchase terminated.

The building at 9717 Franklin Avenue currently housing the Brick will become available approximately mid-April, 2007. Administration has negotiated a 10 year lease at an annual payment of \$364,000 which translates to \$18.00 per square foot for the main level and \$8.00 per square foot for the lower level. The Municipality would be responsible for all other costs related to the operation of the building such as gas, electricity, water, snow removal etc.

At the end of the 5th year the lease rate will be adjusted by the lesser of market rent at the end of year 5 or the increase in Consumer Price Index for Alberta x 1.25(Fort McMurray Factor) over the CPI for 2007.

The cancellation of the 9715 Main Street purchase will allow the funds to be utilized for the lease of office space. This purchase was approved from the 2006 Emerging Issues Reserve. Per the Emerging Issues Reserve bylaw, each year Council approves the transfer of the uncommitted

balance in the Emerging Issues Reserve to a specific reserve. A report will be forthcoming identifying the uncommitted 2006 Emerging Issues Reserve balance.

OPTIONS:

- 1. Approve the offer to lease.
- 2. Reject the offer to lease.

ANALYSIS:

Alternative 1 Approve the Offer to Lease.

This would allow the Municipality to provide for anticipated increased staffing and continue to meet service delivery goals.

The building consists of 2 levels with approximately 14,000 square feet on each level. The building is open concept and in good condition.

It will require significant investment to provide adequate washrooms, improved lighting and HVAC distribution. Also some investment will need to be made for private offices that would be required but for the most part we recommend utilizing the "open office "concept.

It is estimated that a total of \$1,500,000 will need to be expended in 2007 for rent, maintenance, utilities janitorial services, and renovations.

The main floor is best suited for office space and the basement level is best suited for meeting rooms, washrooms, lunch room and storage including furniture and equipment. With the increased activity in office renovations and moves, a central furniture and equipment storage location would be desirable.

<u>Alternative 2 Reject the Offer.</u> This would seriously hamper the ability of the Municipality to achieve service delivery.

ATTACHMENTS:

1. Sketch of Premises

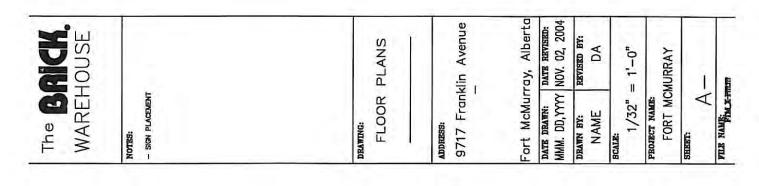
ADMINISTRATIVE RECOMMENDATION:

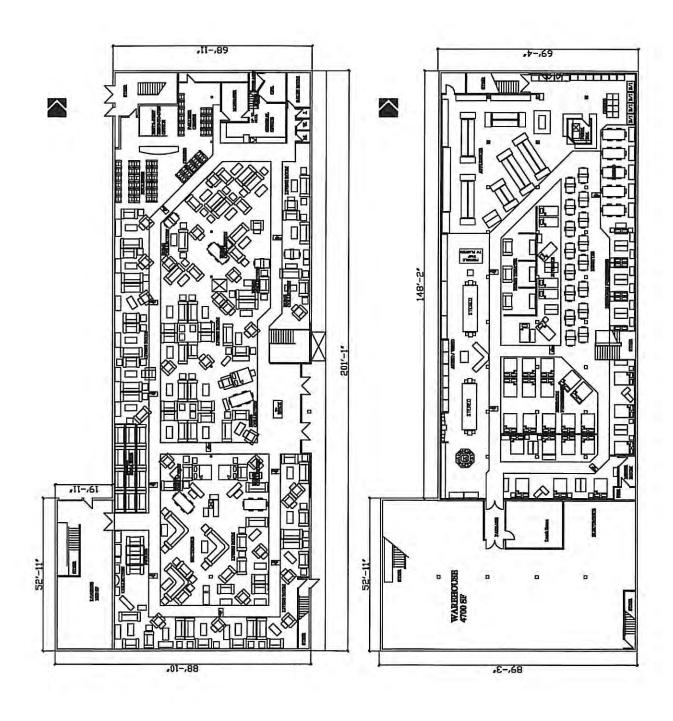
THAT administration be directed to complete lease for the Brick building at 9717 Franklin Avenue for a 10 year term for the net annual rent of \$364,000, with a revision in the rent years 6 to 10 equal to the lesser of market rent or current rent plus the CPI increase over 2007 base year x 1.25;

THAT the purchase of 9715 Main Street funded with \$2,000,000 from the Emerging Issues Reserve and \$2,000,000 from the Asset Addition Reserve be cancelled;

THAT \$1,500,000 be approved from the Emerging Issues Reserve for the cost of rent, renovations and furniture at 9717 Franklin Avenue; and

THAT \$500,000 be approved from the Emerging Issues Reserve for upcoming renovations in other office leases anticipated in 2007.





To: Mayor and Council

From: Planning and Development

Date: February 27, 2007

Subject: Lease of Office Space - 9816 Hardin Street

ISSUE:

Assume lease of 2,095 square feet of main floor office space at 9816 Hardin Street from Fort McMurray Regional Business Development Centre.

REFERENCE:

- Space Allocation Study dated 2006 by CPV Consultants, Red Deer
- 2007 Operating Budget approved by Council Dec 12, 2006 authorizing 140.3 new positions
- Council resolution dated August 8, 2006 to assume lease from Fluor Canada for 3,084 square feet on main floor 9816 Hardin Street

HISTORY:

In August, 2006, due to growth pressures on Municipal staff, Council approved the assumption of the Fluor Canada lease of 3,084 square feet at 9816 Hardin Street for expansion of our Human Resources Department.

In December 2006, Council approved 140.3 new positions for the Municipality for 2007. As a result of this upsurge in hiring, Human Resources will require additional staff.

Currently, Fort McMurray Regional Business Development Centre (FMBRDC) leases 2,095 square feet adjacent to the new Human Resources space at 9816 Hardin Street. They recently received a renewal which saw their rent increase significantly to \$28.50 per square foot. That increase coupled with a notification that one of their sub-tenants is moving out has motivated them to consider other options.

Administration has negotiated an assumption of their lease providing that the Municipality will offer cheaper accommodation in an alternate location. Administration has negotiated a sublease of approximately 1200 square feet at \$15.00 per square foot gross rent in the lower level of the Brick Building which the Municipality has optioned for 10 years subject to Council approval. The Municipality would provide FMBRDC demising walls and supply all utilities. FMBRDC would be responsible for interior improvements to the space

OPTIONS:

Alternative 1: Accept offer to assume lease from FMBRDC at 9816 Hardin Street.

Alternative 2. Reject the offer to assume the lease of FMRBDC at 9816 Hardin Street.

ANALYSIS:

Alternative 1 Assume Lease

This alternative allows Human Resources to expand as required without splitting the department for the foreseeable future. Since the 2,095 square feet is more than is needed at the moment, this option could also allow for expansion space for other Jubilee tenants who may be displaced due to growth pressures.

This alternative will require approximately \$60,000 for rent, common area charges, parking and janitorial services for the balance of 2007 plus \$50,000 for furniture and \$50,000 for renovations plus \$50,000 for upgrades to 9717 Franklin Avenue to accommodate FMRBDC.

Alternative 2 Reject the Offer to Assume the Lease

This alternative will force Human Resources to place employees in separate locations or if additional space is not readily available elsewhere, could hamper the ability of the Municipality to effectively and efficiently recruit staff.

ATTACHMENTS:

1. Copy of Lease Renewal for FMRBDC from Citium Properties Inc.

ADMINISTRATIVE RECOMMENDATIONS:

THAT administration be directed to complete the assumption of the Fort McMurray Business Development Centre lease for 2,095 square feet of space at 9816 Hardin Street for the annual rent of \$59,707.50 plus additional rent charges plus GST effective June 1, 2007 or later as circumstances dictate;

THAT administration complete the lease to the Fort McMurray Regional Business Development Centre of 1200 square feet of lower level space in the old Brick Building at \$15.00 per square foot gross depending on availability; and

THAT the cost of rent, common area maintenance, parking, renovations and furniture to a total of \$250,000 be funded from the Planning and Development 2007 operating budget.

LEASE EXTENSION AND AMENDING AGREEMENT

This indenture of Lease made as of the 21st day of November, 2006

RETWEEN:

CITIUM PROPERTIES (HARDIN) INC. a body corporate, authorized to conduct business in the Province of Alberta (hereinafter referred to as the "Landlord")

OF THE FIRST PART

and

FORT MCMURRAY REGIONAL BUSINESS DEVELOPMENT CENTRE

e body corporate, authorized to conduct business in the Province of Alberta (hereinafter referred to as the 'Tanant')

OF THE SECOND PART

WHEREAS:

- A. By a Lease indenture (hereinafter referred to as the "Lease") made as of the 10th day of February, 2006. 9816 Herdin Street Inc. leased and demised unto Fort McMurray Regional Business Development Centre certain premises comprising Two Thousand Ninety-live (2,095) square feet, in the Hardin Street Building, in the City of Fort McMurray, in the Province of Alberta, all as described in the Lease, for a term of one (1) year, the term expiring on the 31st day of January, 2007.
- B. Citium Properties (Hardin) Inc. is the successor in title to 9816 Hardin Street Inc. as the Landlord.
- The Landlord and the Tenant have agreed to enter into a Lease Extension and Amending Agreement for the Lessed Premises for a further term of one (1) year and four (4) menths from and including the 1st day of Fabruary, 2007, to and including the 31st day of May, 2008 (the "First Renewal Term"), on the same terms contained in the Lease save and except Minimum Rent payable, any provisions for free tent, bonuses, leasehold improvements, or inducements and that the Tenant shall have no further right to
- D. The Landlord and the Tenant have deemed it expedient and advisable to enter into this Lease Extension and Amending Agreement to reflect and set out the agreements and arrangements that have been made respecting the First Renewal Term.

NOW THEREFORE the Lendlord end the Tenant agree as follows:

- The Lease shall be renewed for a Term of one (1) year and four (4) months to be computed from February 1, 2007, and to expire on May 31, 2008 (hereinafter referred to as the "First Renewal Term").
- 2. The Minimum Annual Rent payable by the Tenant pursuent to Section 3 of the Lease, yearly, throughout the First Renewal Term shall be:

Filty-nine Thousand Seven Hundred Seven Dollars and Fifty Cents (\$59,707.50) per annum plus GST, payable in equal monthly installments of Four Thousand Nine Hundred Seventy-five Dollars and Sixtythree Cents (\$4,975.63) plus GST on the first day of each and every month in advance, based on a rate of Twenty-eight Dollars and Fifty Cents (\$28.50) per square foot per annum.

The first payment of Rent under this Lease Extension and Amending Agreement is to be made on the 1^lpha day of February, 2007, and subject to all terms, conditions, obligations and covenants to be observed and performed by the Tenant more particularly set forth in the Lease.

- 3. The Tenant is continuing occupation of the Leased Premises in its "As is" condition and the Landlord is not required to perform any work to the Lessed Premises.
- Section 32 Parking of the Lease shall be deleted in its entirety and replaced with the following:

The Tenent shall continue to lease three (3) parking stalls within the surface parking facility for the Building on a month-to-month at market rate, currently Two Hundred Dollers (\$200.00) per month, per parking stall. The Landlord and Tenant acknowledge the parking stalls are #67, #68, and #69.

5. The Landlord acknowledges that the sum of Three Thousand Thirty-five Dollars and Fifty-eight Cents (\$3,035.5B) is currently being held by the Landlord as a security deposit.

INITIAL I

far as the same relates to the herein contained, islons for free, capped or fixed Rent, bonuses, and Options to Renew) all of the terms and ned, the terms and conditions thereof being econent by reference.
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To: Mayor and Council

From: Legislative and Legal Services

Date: February 27, 2007

Subject: Appointment of Members – Regional Advisory Committee on Inclusion,

Diversity and Equality

ISSUE:

Appointment of members to the Regional Advisory Committee on Inclusion, Diversity and Equality for the period January 1-December 31, 2007.

REFERENCE:

Bylaw No. 06/045 – Regional Advisory Committee on Inclusion, Diversity and Equality Bylaw

HISTORY:

On December 12, 2006, Council adopted Bylaw No. 06/045, establishing the Regional Advisory Committee on Inclusion, Diversity and Equality, and appointed Councillor John Vyboh as Council's representative on the Committee. The Committee held its inaugural meeting on January 31, 2007, at which time the appointment of a chairperson was discussed, and a motion passed to appoint Mr. Ali Fayad to the position for the period January 1, 2007-December 31, 2007.

In keeping with the provisions of the Regional Advisory Committee on Inclusion, Diversity and Equality Bylaw, a Council Resolution is required to effect the appointment of individuals to the Committee.

ADMINISTRATIVE RECOMMENDATION:

THAT the following individuals be appointed to the Regional Advisory Committee on Inclusion, Diversity and Equality for the period January 1, 2007 – December 31, 2007:

- Jacob Irving (RIWG)
- Ali Fayad (RCMP)
- Brian Fayant (Metis Locals)
- Carol Penner (Multicultural Association)
- Dan McIsaac (Catholic Board of Education)
- Roy Vermillion (Athabasca Tribal Council)
- Myra MacKay (YMCA Immigrant Program)
- Mrs. Kapila Chugh (public-at-large)

To: Mayor and Council

From: RCMP

Date: February 27, 2007

Subject: RCMP Staff Realignment

ISSUE:

Approval required in support of additional municipal positions for increased supervision and specialized responsibilities within the RCMP.

HISTORY:

Due to tremendous growth in the Wood Buffalo region, the area's remoteness and uniqueness has resulted in the need for more police officers throughout the region.

As the detachment continues to grow and change operationally, a gap has been identified within the detachment as it relates to support staff. Seven key supervisory and specialized positions have been identified at a total cost of \$400,000. The gap was first realized when Supt. Clark was leaving the detachment in September 2006 and was confirmed by Supt. Enger when she arrived in late October 2006. This gap has been confirmed recently in the Regional Policing Needs Assessment, the 2007 RCMP Strategic Planning Session and a Risk Assessment that was commenced at the end of 2006. All positions will be accommodated within the current detachment and leased space at the Hardin Street location.

Unfortunately, by the time these urgent positions were identified, it was too late to accommodate within the 2007 budget process. As these positions are urgently required, it is requested that funding for these positions be approved in 2007 in order that they may be filled as soon as possible.

OPTIONS:

- 1. Reject the proposal.
- 2. Support a modified model that identifies only four key positions at a cost of approximately \$275,000.
- 3. Approve the additional positions in the amount of \$400,000.

ANALYSIS:

Status quo – This alternative continues to overload the current supervisor. By maintaining status quo in financial positions, the municipality is not receiving best value in financial accounting from the RCMP due to capacity issues of resources. There is no current capacity to perform

audits in Court or CPIC functions which continues to present a high risk to both the municipality and RCMP of possible litigation.

Modified Model – This alternative would include filling four positions of most urgent need. Other duties of the three remaining positions would be redistributed to remaining municipal staff.

Preferred Option – This option provides relief to move the RCMP detachment forward for increased administrative efficiency and financial accountability to the municipality. This option also addresses the needs of supervisory and specialized positions.

ATTACHMENTS:

- 1. Summary of 2007 Emerging Issues Reserve
- 2. Business Case for Staffing Additional RCMP Support Staff Positions

ADMINISTRATIVE RECOMMENDATION:

- 1. THAT \$400,000 be utilized from the RCMP budget to fund the new RCMP support staff positions; and
- 2. THAT in the event the entire amount cannot be accommodated within the RCMP operating budget, the balance be funded from a 2007 Corporate operating surplus; and
- 3. THAT in the event a 2007 Corporate operating surplus is insufficient or non-existent, the funds be committed from the 2007 Emerging Issues Reserve.

Regional Municipality of Wood Buffalo Summary of 2007 Emerging Issues Reserve Updated February 15, 2007

Funding Source

Emerging Issue	Resolution No. Date	Departmental/ Corporate Surplus/EIR*	Emerging Issues Reserve
	Total Emerging Issues	0.00	0.00
2007 Beginning balance, Emerging Issues Reserve ** Less:			1,100,000.00
Items approved for funding from Emerging Issues Resc Commitment in the event Corporate Savings/Surplus is			0.00 0.00
	Uncommitted Emerging Issues Reserve	е	1,100,000.00
Emerging Issues - pending approval ***	RCMP Staff Realignment		400,000.00
	Uncommitted Emerging Issues Reserve	e including pending	700,000.00

^{*} The items identified under the funding source "Departmental/Corporate Surplus\EIR" have been approved by Council to be managed within the 2007 Operating Budget. In the event that the item cannot be accommodated within the 2007 budget, it will be funded from the Emerging Issues Reserve.

^{**} The beginning balance in the Emerging Issues Reserve includes the 2007 budgeted reserve addition of \$1,100,00. The 2006 year end operating surplus will be added upon completion of the year end audit.

^{***} Emerging Issues that are currently following the approval process but have not been formally tabled with Council to date.

Business Case for Staffing Additional RCMP Support Staff Positions

1. Positions Requested

One full-time Operational Office Supervisor working 40 hours per week.

One full-time Strategic Research Analyst working 40 hours per week.

One full-time Business Analyst working 40 hours per week.

One full-time Records Coordinator working 40 hours per week.

One full-time Technical Support Coordinator working 40 hours per week.

One full-time Finance Assistant working 40 hours per week.

One full-time Fleet Coordinator working 40 hours per week.

2. Situation Assessment/Problem Statement

The current municipal support staff of the detachment is comprised of 40 employees.

The municipality has grown substantially in the last several years and is still rapidly growing today. The increase in the municipality's population, remoteness and uniqueness has resulted in a need for more police officers throughout the region. In the last two years, the number of members has increased by 35. As the detachment continues to grow and change operationally, a gap has been identified within the detachment as it relates to support staff.

In recent months, we have had several incidents that have put the municipality and RCMP in a position of possible liability.

Recently our new Officer In Charge noticed significant experience and specialized position gaps. A team of four support staff and one operational officer visited the BC Lower Mainland in January to look at best practices and operational efficiencies. The following information was obtained as comparative data:

Fort McMurray Detachment 40 Municipal Support Staff

141 Regular Members

Richmond Detachment 87 Municipal Support Staff

219 Regular Members

Chilliwack Detachment 54 Support Staff

96 Regular Members

Coquitlam Detachment 82 Municipal Support Staff

200 Regular Members

City of Grande Prairie 40 Municipal Staff

95 Regular Members

City of Red Deer 42 Municipal Staff

102 Regular Members

The detachment has recently completed a strategic planning exercise and risk assessment which has confirmed the need for increased supervision and specialized positions within the municipal support staff.

The positions identified are required as follows:

Operational Office Supervisor – This position will work with operational staff and municipal employees to supervise the areas of Records, Police Clerks, Information Readers and the Exhibit Custodian.

Strategic Research Analyst – Facilitates the employees of the RCMP and municipality in strategic planning. Researches, collates and provides statistical and environmental data internally and externally.

Business Analyst – The RCMP currently has four budgets: municipal, provincial post budget, municipal post budget and federal. This position would accomplish financial analysis for all four budgets. This position will also research revenue opportunities that may be available.

Records Coordinator – This position would oversee the operational requirements of Court Detail, CPIC and Criminal Records Checks. A recent risk analysis done in the detachment, these three areas present a significant risk in relation to errors and litigation. Auditing of these records is not presently being done due to capacity and lack of management and training in these systems.

Technical Support Coordinator – This position oversees the Information Technology of the detachment. This would include the oversight and technical work on the RCMP systems (network, computer software and hardware), RCMP portable and police vehicle radios, RCMP telephone system and the municipal network, computer hardware and software within the detachment.

Finance Assistant – This position would assist the Business Analyst in the data entry and analysis of the three RCMP budgets and provide variance and projection information from the municipal budget.

Fleet Coordinator – The fleet of RCMP police vehicles and Bylaw vehicles will be over 60 by the end of 2007. This position would perform minor repair,

schedule maintenance and repair of detachment vehicles including service checks and verification of work performed. Due to the sheer number of vehicles, a coordinator is required to ensure the ongoing safety of these vehicles.

Options

- 1) **Status Quo** This would mean maintaining existing service levels and overloading the current supervisor. By maintaining status quo in financial positions, the municipality is not receiving best value in financial accounting from the RCMP due to capacity issues of resources. If we don't provide intermediate levels of coordination and supervision in other areas, we remain at risk.
- 2) **Modified Model** this would include filling the positions that include: Operational Office Supervisor, Strategic Research Analyst, Business Analyst and Records Coordinator. The Fleet Coordinator, Finance Assistant and User Support Tech duties would be redistributed to the remaining municipal staff.
- 3) **Preferred Option** Introduce additional support staff as identified in this business case to the RCMP detachment to move the detachment forward while increasing administrative efficiency, supervision and financial accountability to the municipality. This option will meet the anticipated needs of supervisory and specialized positions that are paramount to reduce the likelihood of errors that may result in liability.

4. Cost/Benefit Analysis of Proposed Option

The introduction of additional support staff within the RCMP detachment will cost approximately \$400,000.

5. Impact of Change – Workspace and Employees

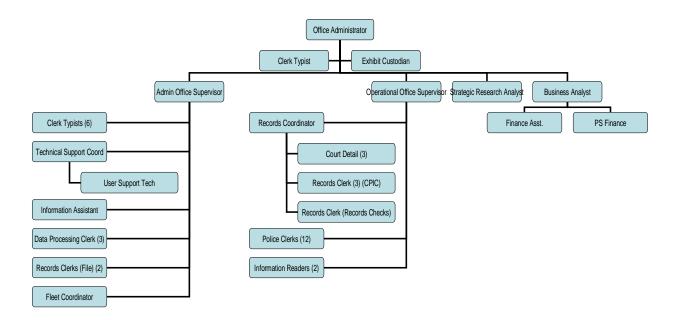
All positions will be accommodated within the current Detachment and Hardin Street space.

The estimated ongoing annual costs are as follows:

Operating Budget

Impact	2007	2008
Salaries	\$297,480 (May-Dec)	\$464,069
Benefits	\$59,653	\$87,709
Other (Cost of Living	\$42,867	\$65,800
And Wellness)		
Total	\$400,000	\$617,578

RCMP Support Staff Re-alignment



REGIONAL MUNICIPALITY OF WOOD BUFFALO COUNCIL REPORT

To: Mayor and Council

From: Office of the Regional Manager

Date: February 27, 2007

Subject: Title Partnership - MacDonald Island Park Redevelopment Project

ISSUE:

To consider entering into agreement with Suncor Energy Foundation for the award of naming rights for the MacDonald Island Park Recreation Complex.

REFERENCE:

• Community Identification System (Policy No.: PRL 040-2006)

• Ketchum Canada Inc. Fundraising Strategy Report

HISTORY:

Originally built in 1976, the C. A. Knight Recreation Centre was named, in 1993, to honour C. A. 'Chuck' Knight who was a mayor, city councilor, and visionary for the growth and development of Fort McMurray. Over the past 30 years, the building has been home to many sports teams, community groups and individuals pursuing recreation, culture and leisure activities.

In early 2005, the Suncor Energy Foundation approached the Municipality to determine their interest in allowing Suncor Energy to become the lead sponsor for the MacDonald Island Park Redevelopment Project. Professional fundraising consultants, Ketchum Canada Incorporated, were retained to develop a strategy and fundraising goals for the project. The report was shared with the Suncor Energy Foundation who expressed their interest in continuing with the development of the lead sponsor concept. While details had yet to be worked out, on December 6, 2005, the Suncor Energy Foundation formally announced their commitment to the project with an initial payment of \$750,000.00. At the same time, the municipality had to resolve how "Naming Rights" for community facilities would fit with the mandate provided for the Community Identification Committee and the MacDonald Island Park Board. A Naming Rights Policy and a template sponsorship agreement also had to be developed. Over the last year the details of their commitment have been discussed, resulting in the attached naming agreement proposal. Suncor Energy Foundation has agreed to a contribution of \$3.0 million for naming rights for a 10-year term.

The Knight family has been advised and has agreed, in principle, to discuss alternative options for the use of the C.A. Knight name.

ALTERNATIVES:

- (1) Accept the Agreement
- (2) Refer the Agreement back to Administration with instructions for renegotiation.
- (3) Reject the Agreement

ANALYSIS:

Alternative 1 - Accept the Agreement

Council could accept the Naming Rights Agreement with Suncor Energy, as attached, thereby accepting Suncor, and their employees, as the lead sponsor for the MacDonald Island Park Recreation Complex. The Municipality would not only secure \$3 million towards the fundraising goal of \$18.7 million dollars, but gain a substantial partner on the fundraising committee. The \$3M dollars agreed to by Suncor exceeds the valuation estimate provided by Ketchum and the comparative results provided by our Fundraising Manager.

The addition of Suncor to the Fundraising Campaign brings a profile in the community, and the province, that would be difficult to achieve otherwise. The MacDonald Island Park Board (MIP) has reviewed and supports the Agreement, with a caveat that the Agreement contains some operational matters that need to be worked out between MIP and the Municipality. The MacDonald Island Park Fundraising Campaign has recently commenced and it's important that the Lead Sponsor be identified and engaged to allow the sale of the rest of the components to proceed. Ratification of this agreement does not preclude Suncor from purchasing additional components or contributing financially to the facility in some other way.

Alternative 2 – Refer the Agreement Back to Administration

Should Council choose not to accept the proposed Naming Rights Agreement, but is still interested in engaging Suncor as the lead sponsor, Council could provide additional instructions to Administration as a basis to re-approach Suncor to amend the agreement. Deferring the project may also allow Council to send the proposed agreement to the Community Identification Committee, which Council has charged with a review of naming rights. This Suncor Agreement has not been reviewed by the Committee, to this point, and Council will need to waive those portions of the Community Identification System Policy dealing with Naming Rights should they want to proceed with the Suncor Agreement.

On the other hand, it has been over a year since Suncor Energy Foundation's initial contribution to the redevelopment project, and although we have been working with Suncor representatives to develop this agreement over the past several months, one might expect that private sector donors may get frustrated with the slowness of government process. There are many high-profile,

worthy projects in the Wood Buffalo area and further delays may impact the interest Suncor has in making MacDonald Island their flagship. Relations between Suncor Energy Foundation and the Municipality may suffer as a result. Any delay in signing the agreement will also have an impact on the timing of the fundraising campaign.

(1) Reject the Agreement

Council doesn't have to sell naming rights to major facilities. Naming a municipal facility can sometimes be a sensitive matter and selling the rights, rather than coming up with a community name, could be something Council may choose to reconsider.

On the other hand, regardless of the Ketchum Canada evaluation, and given the potential interest from other sponsors, Council may choose to reject the Suncor Agreement and pursue a sponsorship arrangement which provides for a shorter term and/or a greater contribution in lieu of naming rights for the facility. However, Suncor Energy Foundation has negotiated in good faith with the Municipality since November 2005, donated funds and has publicly announced the partnership. Based on our evaluation, this is a fair agreement. Rejection would slow fundraising efforts and seriously undermine the credibility of the Municipality in their future fundraising efforts.

ATTACHMENTS:

(1) Suncor Energy Foundation Naming Agreement

ADMINISTRATIVE RECOMMENDATION:

- 1. That Articles 02.03 (d), 03.06 (d) and 03.07 of the Community Identification System Policy 040-2006 be waived.
- 2. THAT the Municipality be authorized to enter into the agreement with Suncor Energy Foundation, dated February 2007, for external naming rights of MacDonald Island Park Recreation Complex for \$3,000,000.00.

Suncor Energy Foundation Naming Agreement

This Agreement dated as of the _____ day of February, 2007.

BETWEEN:

Suncor Energy Foundation ("Suncor")

And

Regional Municipality of Wood Buffalo ("RMWB")

WHEREAS:

- A. The RMWB intends to design, construct, operate and maintain a leisure centre facility (the "Facility");
- B. The Facility presents high profile marketing opportunities and other benefits for Suncor; and
- C. Suncor desires to become the lead donor for the Facility and the RMWB has agreed to recognize Suncor as the lead donor of the Facility, all in accordance with the provisions contained in this document.

In consideration of the mutual covenants set out in this Agreement, the RMWB and Suncor mutually agree to the following:

ARTICLE 1 - DEFINITIONS AND INTERPRETATION

- 1.1 <u>Definitions.</u> In this Agreement, except as otherwise defined, the following terms have the meanings given below:
 - (a) "Affiliate" shall have the meaning ascribed to it in the Canada Business Corporations Act;
 - (b) "Agreement" means this agreement, including the attached Schedules;
 - (c) "Effective Date" means January 1, 2008;
 - (d) "Facility" means the recreational facility constructed or to be constructed on the Facility Lands;
 - (e) "Facility Lands" means the lands owned by the RMWB located in Fort McMurray and legally described as Plan 1897TR, Block 1, Lot 1 & 3 and with civic address described as MacDonald Island Park, 151 MacDonald Drive, Fort McMurray, AB T9H 5H5 excepting thereout all mines and minerals;

- (f) "First Right of Refusal/Negotiation" means the contractual right granting a donor the right to match any offer, in the donor's product category, the Facility receives during a specific period of time;
- (g) "Grand Opening Event" means the public event to be held on a date agreed to by the Parties to celebrate the opening of the Facility;
- (h) "Party" means Suncor or the RMWB, as applicable;
- (i) "Schedules" to this Agreement are the following: Schedule "A" Payment Schedule;
- (j) "Signage" means the building identification signage on the exterior facade of the Facility at all public entrances to the Facility;
- (k) "Term" means the period of time during which this Agreement is in effect as more particularly described in Article 11.
- 1.2 <u>Interpretation</u>. In this Agreement, unless the contrary intention appears from the context or express provisions of this Agreement:
 - (a) the inclusion of headings and a table of contents are for convenience of reference only and are not to be considered or taken into account in construing the provisions of this Agreement or to in any way qualify, modify or explain the effect of any such provisions;
 - (b) references to an Article, Section or Schedule are references to an Article, Section or Schedule, as the case may be, in this Agreement;
 - (c) words importing the singular shall include the plural and vice versa and words importing a particular gender shall include all genders;
 - (d) all monetary amounts are expressed in Canadian currency;
 - (e) where a period of time is specified, dated or calculated from a date or event, the period shall be calculated excluding such date or the date on which such event occurs, as the case may be;
 - (f) time shall be of the essence; and
 - (g) where a term is defined in this Agreement, a derivative of that term shall have a corresponding meaning unless the context otherwise requires.
- 1.3 <u>Business Day</u>. If, pursuant to this Agreement, a notice must be given or an action taken within a specified period or on or before a specified date and such period ends on, or such date falls on, a day that is not a Business Day, such notice may be given or such action may be taken on the next succeeding Business Day.

- 1.4 <u>Governing Law.</u> This Agreement shall be interpreted, construed and enforced in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable in the Province of Alberta.
- 1.5 <u>Conflicts.</u> If there is a conflict or inconsistency between any provision of the main body of this Agreement and Schedule "A", the provision contained in the main body of this Agreement shall govern and prevail to the extent of the conflict or inconsistency.
- 1.6 <u>Schedule</u>. Schedule "A" is attached to and forms a part of this Agreement.

ARTICLE 2 - CONSIDERATION

- 2.1 <u>Suncor Contribution.</u> Suncor shall pay to the RMWB an aggregate amount of Three Million Dollars (\$3,000, 000.00) (the "donation") by way of six (6) annual installments in accordance with the Schedule "A" Payment Schedule. The Payment Schedule may be amended upon the mutual agreement in writing of both Parties. The Parties agree that of the aggregate amount, Two Million Five Hundred Thousand Dollars (\$2,500,000.00) shall be allocated to the naming rights set forth in Article 4 and that Five Hundred Thousand Dollars (\$500,000.00) shall be allocated to the other benefits described in Article 5 of the Agreement.
- 2.2 <u>Timing of Payments.</u> The annual installment payments contemplated by this Agreement shall be made by Suncor in accordance with Schedule "A". The date of payment may be changed upon the mutual agreement in writing of both Parties.

ARTICLE 3 - GRANT OF RIGHTS

3.1 <u>Donor Rights</u>. For the Term of this Agreement the RMWB grants to Suncor the highest level status of recognition for the Facility, as defined in Article 4, being the exclusive "Lead Donor" level with all of the special privileges and prerequisites as set forth in this Agreement. As the Lead Donor, with the highest level status of recognition for the Facility, no other donor may receive greater tangible or intangible rights or benefits in relation to similar naming rights agreements.

ARTICLE 4 - NAMING AND ADVERTISING RIGHTS

- 4.1 <u>Naming and Advertising Rights Term</u>. All of the rights granted pursuant to Article 4 shall be in effect throughout the Term.
- 4.2 Naming Rights. The RMWB agrees that the Facility shall be named the 'Suncor Place' or such other name as may be mutually-agreed upon by the Parties to maximize the benefit of this Agreement. During the Term the RMWB shall not change the name of the Facility without the prior written consent of Suncor. If Suncor changes its name or corporate image, the RMWB shall, at the request and cost of Suncor, change the name of the Facility and all related promotional advertising, company letterhead, products, products packaging, services, press releases, posters, visual presentations, media releases and the like and shall make such mutually agreeable adjustments to its public recognition of Suncor's contribution as Suncor may reasonably request.

- 4.3 <u>Use of Name</u>. The RMWB shall ensure that the Facility is referred to at all times in promotions, signage and advertising as Suncor Place or such other name as the parties agree upon from time to time.
- 4.4 <u>Advertising</u>. The RMWB grants to Suncor the following rights and entitlements, subject to the RMWB's approval, in connection with the promotion of Suncor products and Suncor's name in connection with the Facility:
 - (a) Suncor shall be granted the right to be the most visibly displayed donor and to display prominently its corporate name and advertising logos, trademarks and other associated promotional items on the exterior of the Facility.
 - (b) Suncor logos/trade-marks/names shall be included in all applicable donor recognition publications and event advertisements in newspapers or other print publications related to the Facility and on all program guides, event advertisements, media releases and other promotional materials.
 - (c) Suncor shall have the right to develop, with the RMWB, a press kit/media information guide encompassing this agreement related to the Facility.
 - (d) Suncor grants to the RMWB the right to use, according to the standards provided by Suncor, the Facility-specific visual identity of Suncor's logo on the RMWB's promotional advertising, company letterhead, products, products packaging, services, press releases, posters, visual presentations, media releases and the like; and use of a composite visual identity incorporating one or more of the above logos with the RMWB logos/trade-marks
 - (e) The parties intend to jointly develop a visual identity for the Facility. When such a visual identity is developed, the provisions in section 4.4(d) shall apply to that Facility-specific visual identity.
- 4.5 <u>Display Advertising</u>. The RMWB grants to Suncor the following rights and entitlements in connection with display advertising:
 - (a) Building identification signage on the exterior facade of the Facility at all public entrances to the Facility, the size, shape and design to be mutually agreed upon by the Parties, installed at the RMWB's sole cost, on the face of the Facility (the "Facility Signage");
 - (b) The RMWB and its supplier shall be responsible for properly and promptly producing and installing the Facility Signage in accordance with section 4.5(a).
- 4.6 Change of Name. The RMWB acknowledges that Suncor's name or corporate image may change during the term of this Agreement and agrees that, at Suncor's request, from time to time, upon reasonable notice, the Signage shall be changed to reflect any change in name or visual identity as requested by Suncor, provided that any joint visual identity shall be acceptable to both parties. The costs of making changes to any related visual identity on the Signage, materials published in connection with the Facilty, or other products containing the visual identity such as promotional advertising, company

- letterhead, products, products packaging, services, press releases, posters, visual presentations, media releases and the like; shall be borne by Suncor.
- 4.7 <u>Promotional Opportunities</u>: The RMWB shall ensure that Suncor is recognized as the lead donor at various Special Events and Suncor shall have the following additional rights in connection with the Grand Opening Event:
 - the right to erect, at Suncor's cost, temporary booths and other displays in the Facility as agreed to by the RMWB and Suncor, subject only to the provisions of this Agreement;
 - (b) the right, subject to the RMWB's approval, to use the RMWB's logo/trademarks on Suncor's promotional advertising, company letterhead, products, products packaging, services, press releases, posters, visual presentations, media releases and the like; and use of a composite logo incorporating one or more of the above logos with Suncor logo/trademarks, provided all such use is related to the Facility;
 - (c) the first right of refusal/negotiation to conduct cross-promotional activities with other Facility sponsors and/or donors subject to approval by the RMWB;
 - (d) the right to be included in corporate media releases in connection with the opening of the Facility and other key events throughout the Term of the Agreement;
 - (e) the right to use the RMWB's Facility photographs and to take Suncor's own Facility photographs; and
 - (f) the first right of negotiation to enter into additional promotional, cross-marketing and employee involvement opportunities to be jointly developed by the RMWB and Suncor in order to maximize Suncor's benefit from being the Lead Donor. If negotiations are not concluded within 60 days, the RMWB has the right to seek the involvement of other potential sponsors in activities such as promotional, cross-marketing and employee involvement opportunities.

ARTICLE 5 - EMPLOYEE INVOLVEMENT, TRAINING AND FACILITY ACCESS

- 5.1 <u>Facility Access</u>. Suncor will have the option of negotiating, with RMWB or its designate, for access rights and discounts to the facility:
 - (a) Discounts.
 - Suncor will have the option of negotiating, with RMWB, for discounts on the retail price of passes and memberships for Suncor employees, retirees, and their families.
 - ii) If this discount program is implemented, Suncor shall advise the RMWB of the details and the RMWB shall administer the discount process based on terms agreed to by both parties. The portion of any discount offered to Suncor employees, retirees, and their families pursuant to this section is not included in the donation and shall be paid by Suncor to the RMWB as an additional cost of this agreement.

- (b) <u>Use of Facility.</u> Suncor will have the option of negotiating, with RMWB, for rights to book and use the Facility Lands, venues within the Facility, meeting rooms and sports facilities within the Facility for company purposes, such as leadership training, teambuilding or employee events on dates and at times mutually agreed to by the parties, at no charge to Suncor.
- (c) <u>Displays</u>. Suncor shall have the first right of refusal/negotiation to display or erect Suncor advertising displays within the Facility at mutually agreed upon locations and times.
- (d) <u>Free Day Passes.</u> The RMWB will provide Suncor with free day passes to be used by Suncor to promote the donation to its employees at the time of the Grand Opening Event. The specific value and amount of passes will be negotiated with Suncor will need to be determined.

ARTICLE 6 - THE RMWB RIGHTS

- 6.1 With Suncor assistance, the RMWB will have the option to utilize a number of vehicles to distribute promotional materials to Suncor employees.
- 6.2 Suncor's senior leadership and an appropriate number of employees/retirees will participate in the 'I'm building it!' fundraising campaign related special events.
- 6.3 Suncor will publicly recognize/acknowledge the leading edge, partnership approach to the MacDonald Island Park's Suncor Centre.
- 6.5 Suncor will actively encourage employee participation at the Facility and its events and will remain engaged as an active partner for the duration of the Agreement.

ARTICLE 7 - COORDINATED ACTIVITIES

- 7.1 The Parties shall co-ordinate communications relating to this Agreement and Facilityrelated activities, such as Special Events and the Grand Opening Event, and without limiting the foregoing,
 - (a) The RMWB agrees and acknowledges that it will, at Suncor's request, be prepared to speak on Suncor's behalf about Suncor's involvement as a partner.
 - (b) Suncor will be given the opportunity to pre-approve in a timely manner, not to exceed seven (7) business days, key messages and other plans for public communication related to the opening of the facility, as it pertains to the terms of this letter and the proposed agreement.
- 7.2 Representatives of the RMWB will meet with Suncor representatives at least annually, or as agreed in writing, to discuss the donation arrangement and to identify any emerging opportunities and issues.

ARTICLE 8 - OPERATION OF THE FACILITY

- 8.1 Notwithstanding any other provision in this agreement,
 - (a) The RMWB and Suncor acknowledge and agree that the RMWB shall be solely responsible for managing the design, construction, operation and maintenance of the Facility and nothing in this agreement shall relieve the RMWB of any liability whatsoever, of a direct or indirect nature, in relation to the operation, construction, management or maintenance of the Facility.
 - (b) The RMWB hereby forever releases Suncor, its Affiliates, agents, employees and contractors, officers, directors or anyone else for whom Suncor is responsible in law from any and all liability for damages, injury or loss suffered or incurred by the RMWB or any third party, of a direct or indirect nature, in relation to the operation, construction management or maintenance of the Facility, excluding damages caused by the negligence or willful misconduct of Suncor, its Affiliates, agents employees, contractors, officers, directors or anyone else for whom Suncor is responsible in law.
 - (c) The RMWB shall indemnify and save harmless Suncor, its Affiliates, agents, employees, contractors, officers, directors or anyone else for whom Suncor is responsible in law from and against any losses, costs, claims, proceedings, demands and liabilities suffered or incurred by Suncor or its Affiliates, agents, employees, contractors, officers or directors in respect of injury, loss or damage to persons or property and arising out of or as a direct or indirect nature relating to the operation, construction or maintenance of the Facility, excluding damages caused by the negligence or willful misconduct of Suncor, its Affiliates, agents employees, contractors, officers, directors or anyone else for whom Suncor is responsible in law.

ARTICLE 9 - CONFIDENTIALITY

9.1 Confidential Information. For the purposes of this Agreement, "Confidential information" means any information disclosed directly or indirectly by one Party (the "disclosing Party") to the other Party (the 'receiving party"), or otherwise learned or obtained by the receiving Party, whether orally, in writing, by site visits, by electronic means or otherwise, which is expressly identified by the disclosing Party as confidential and is related to or connected in any way with activities conducted pursuant to this Agreement. or is provided by the disclosing Party in accordance with its obligations under this Agreement, including, without limitation, trade secrets and proprietary and confidential information acquired by the disclosing Party through the expenditure of time, effort and money, of a technical or business nature, and information relating to the assets, liabilities, finances, commercial arrangements, customer information, data, programs, codes, methods, processes, techniques, formulas, designs, prototypes, compilations of information, business opportunities, research and development, management, labour relations, operations, equipment and facilities of the disclosing Party or any of its affiliates. Confidential information shall also include the terms of this Agreement and any discussions or negotiations between the Parties hereunder.

- 9.2 <u>Use and Disclosure.</u> The receiving Party shall use confidential information only for the purposes of this Agreement and shall not disclose any confidential information to any third party, except:
 - (a) With the prior written consent of the disclosing Party;
 - (b) As required by law, order, or the rules of any recognized stock exchange on which shares of the receiving Party or any Affiliate of the receiving Party are listed or proposed to be listed;
 - (c) To its directors, officers, employees, agents and consultants ("Representatives") on a strict "need to know" basis, provided such Representative are first made aware of the confidential nature of such information and agree to be bound by the provisions of this Section;
 - (d) To the extent it is or becomes part of the public domain through no fault or action of the receiving Party, or
 - (e) To the extent it is or becomes rightfully available to the receiving Party prior to its disclosure to the receiving Party hereunder.
- 9.4 <u>Freedom of Information and Protection of Privacy Act (Alberta).</u> The parties acknowledge and agree that notwithstanding anything to the contrary, the terms of this Agreement are subject to the requirements of the Freedom of Information and Protection of Privacy Act (Alberta).
- 9.4 Press Releases. Except as may be required by applicable law, by a government department, ministry, board, commission or agency or by a court or other tribunal of competent jurisdiction or by a securities commission or stock exchange having jurisdiction over a Party or an Affiliate of a Party, no Party or its respective Affiliates, agents or representatives shall issue any press releases or other public disclosures of this Agreement or the subject matter hereof without the prior written consent of the other Party, such consent not to be unreasonably withheld or delayed. The Parties agree to consult and cooperate with each other on public disclosure with a view to joint disclosure whenever practicable and appropriate.

ARTICLE 10 - INSURANCE, LIABILITY AND GENERAL INDEMNITY

- 10.1 The RMWB Indemnity. The RMWB shall be liable and agrees to indemnify and hold harmless Suncor for any claims, demands, costs, damages, losses or expenses brought against, suffered or incurred by Suncor arising out of the performance or non-performance of this Agreement which are caused by negligent acts or omissions or willful misconduct of the RMWB or those for whom it is responsible in law, provided that such liability shall be limited to the amount in proportion to which the RMWB, its employees, agents or contractors are at fault.
- 10.2 Suncor Indemnity. Suncor shall be liable and agrees to indemnify and hold harmless the RMWB for any claims, demands, costs, damages, losses or expenses brought against, suffered or incurred by the RMWB arising out of the performance or non-performance of this Agreement which are caused by negligent acts or omissions or willful misconduct of

- Suncor or those for whom it is responsible in law, provided that such liability shall be limited to the amount in proportion to which Suncor, its employees or agents are at fault.
- Mutual Indemnity. Each party shall be liable and agrees to indemnify the other party for any claims, costs demands, damages, losses and expenses, brought against, suffered or incurred by the other party arising out of the misuse of logos and any claims related to the content of advertising prepared by the responsible party.
- 10.4 <u>Limitation</u>. Notwithstanding anything to the contrary, neither party shall be liable to the other for consequential or indirect damages.
- 10.5 <u>The RMWB Insurance</u>. The RMWB shall, without limiting its obligations for liability under this Agreement, at its own expense, obtain and maintain in full force and effect, throughout the entire Term of this Agreement, the following insurance coverage:
 - (a) Comprehensive general liability insurance in an amount not less than TWO MILLION DOLLARS (\$2,000,000.00) inclusive per occurrence against liability for bodily injury, personal injury, death and property damage including loss of use; and without restricting the generality of the foregoing provisions of this section, such coverage shall include blanket contractual liability, products and completed operations and contingent employer's liability. Such insurance shall insure anyone employed directly or indirectly by the RMWB to perform a part or parts of its obligations under this Agreement;
 - (b) All Risk Property Insurance covering all risks of physical loss or damage to property of every description in any way involved in the Project for which the RMWB is legally liable or responsible, for an amount not less than the replacement value of such property.
 - (c) Automobile liability insurance covering all motor vehicles owned or non-owned, operated or licensed by the RMWB or any of its agents or employees and used for the performance of its obligations under this agreement with a minimum bodily injury and property damage limit of TWO MILLION DOLLARS (\$2,000,000.00) inclusive per occurrence.

The RMWB agrees to name Suncor as an additional insured in respect to legal liability relating to the Facility and events associated with Suncor related activities.

- 10.6 <u>Suncor Insurance.</u> Suncor shall, without limiting its obligations for liability under this Agreement, at its own expense, obtain and maintain in full force and effect, throughout the entire Term of this Agreement, the following insurance coverage:
 - (a) Comprehensive general liability insurance in an amount not less than TWO MILLION DOLLARS (\$2,000,000.00) inclusive per occurrence against liability for bodily injury, personal injury, death and property damage including loss of use; and without restricting the generality of the foregoing provisions of this section, such coverage shall include blanket contractual liability, products and completed operations and contingent employer's liability. Such insurance shall insure anyone employed directly or indirectly by Suncor to perform a part or parts of its obligations under this Agreement;

(b) Automobile liability insurance covering all motor vehicles owned or non-owned, operated or licensed by Suncor or any of its agents or employees and used for the performance of its obligations under this agreement with a minimum bodily injury and property damage limit of TWO MILLION DOLLARS (\$2,000,000.00) inclusive per occurrence.

Suncor agrees to name the RMWB as an additional insured on Suncor's insurance policy in respect of legal liability relating to those events and activities associated with this Agreement Notwithstanding the foregoing, Suncor may self-insure to the values set forth in section 10.6.

10.7 <u>Certificates</u>. Each Party will, at the other Party's request, provide evidence of the insurance required to be maintained by it pursuant to this Article.

ARTICLE 11 - TERM AND TERMINATION

- 11.1 <u>Term.</u> The Term of this Agreement is ten (10) years commencing on the Effective Date and, subject to early termination pursuant to this Article, shall continue in full force and effect until December 31, 2017.
- 11.2 Right of First Refusal. Suncor shall have a right of first refusal to renew the terms of the Agreement. The RMWB may not entertain any offers from third parties involving naming rights similar to those set forth in Article 4 until the last year of the Term. If at any time during the last year of the Term the RMWB receives an offer from a third party which includes a right to place its name on the Facility, the RMWB shall give to Suncor written notice of receipt of such proposal and Suncor shall have the right to renew this Agreement on the terms contained in the third party offer. If Suncor elects to exercise its right to match the third party offer, it shall give written notice thereof to the RMWB within thirty (30) days of receipt of the RMWB's notice. If Suncor fails to respond within the thirty (30) day period or otherwise elects not to exercise its right of first refusal, the Term shall expire in accordance with this Agreement. This right of first refusal shall expire at the end of the Term and shall not apply to any renewal terms.
- 11.3 Right to Renew. Subject to a third party offer being received by the RMWB in accordance with section 11.2, the Parties may at any time during the Term, renew all or part of this Agreement on mutually agreed upon terms.
- 11.4 <u>Termination by the RMWB</u>. Notwithstanding anything to the contrary contained herein, the RMWB may terminate this agreement at any time after Suncor has paid the full amount payable upon written notice to Suncor in the event that:
 - (a) Suncor is in breach of any of the provisions of this Agreement, provided such breach has continued for a period of thirty (30) days from the date the RMWB gave notice of breach in writing to Suncor and Suncor has not diligently commenced, with thirty (30) days of receipt of the RMWB's notice, to remedy such breach:
 - (b) Suncor ceases to carry on business as a going concern or makes a voluntary assignment or is petitioned into bankruptcy or a receiver or receiver/manager is appointed with respect to any or all of the assets or undertakings of Suncor, or a resolution is passed or proceedings are initiated for the winding-up or liquidation of Suncor;

- (c) Suncor engages in conduct which in the RMWB's sole opinion, acting reasonably, reflects unfavorably upon the good name, goodwill, reputation and image of the Facility, the RMWB or any related logos or trade-marks; or
- (d) the Facility is substantially damaged or destroyed.
- 11.5 <u>Termination by Suncor</u>. Suncor may terminate this Agreement upon written notice to the RMWB in the event that:
 - (a) The RMWB is in breach of any of the provisions of this Agreement, provided such breach has continued for a period of thirty (30) days from the date Suncor gave notice of breach in writing to Suncor and the RMWB has not diligently commenced, within thirty (30) days of receipt of Suncor's notice, to remedy such breach;
 - (b) The RMWB ceases to carry on business as a going concern or makes a voluntary assignment or is petitioned into bankruptcy, or a receiver or receiver/manager is appointed with respect to any or all of the assets or undertakings of the RMWB, or a resolution is passed or proceedings are initiated for the winding-up or liquidation of the RMWB;
 - (c) The RMWB conducts itself or constructs, operates or maintains the Facility in a manner which in Suncor's sole opinion, acting reasonably, reflects unfavorably upon the good name, goodwill, reputation and image of Suncor or any related logos or trade-marks:
 - (d) at any time after the moneys payable by Suncor to the RMWB hereunder have been paid, Suncor decides that it wishes to terminate the Agreement; or
 - (e) the Facility is substantially damaged or destroyed.
- 11.6 <u>Consequences of Termination</u>.
 - (a) No Return of Contribution. If the RMWB gives notice to Suncor of its intention to terminate this Agreement in accordance with section 11.4, Suncor shall not be entitled to receive any of the monies paid to the RMWB in accordance with this Agreement.
 - (b) Removal of Logos. At the end of the Term or upon earlier termination, all signage and promotional material bearing Suncor's name or logo/trademark or visual image in connection with the Facility, including any joint logos/trademarks or visual images, shall be removed from the Facility and the Facility Lands. The cost of such removal shall be borne by the party receiving notice from the other party except where Suncor gives notice to the RMWB pursuant to paragraph 11.5(d), in which case Suncor shall bear such costs.

ARTICLE 12 - GENERAL

12.1 <u>Suncor Capacity</u>. Suncor represents and warrants to the RMWB that it is a valid and subsisting corporation incorporated under the Canada Business Corporations Act with full authority and power to enter into this Agreement.

- 12.2 The RMWB Capacity. The RMWB represents and warrants to Suncor that:
 - (a) It is a valid and subsisting company limited by guarantee, incorporated under the Companies Act (Alberta) with full authority and power to enter into this Agreement; and
 - (b) As of the date of this Agreement it is the legal and beneficial owner of the Facility Lands
- 12.3 <u>Force Majeure.</u> Neither party shall be responsible for any failure to comply with any of the terms of this Agreement, where such failure is directly or indirectly caused by or results from events of force nature beyond the control of ether party. These events shall include, but not be limited to fire, flood, earthquake, accident, civil disturbances, war, rationing, embargoes, strikes or labour problems, delays in transportation, acts of God, or acts of government.
- 12.4 <u>No Joint Liability</u>. The rights, duties, obligations and liabilities of the Parties under this Agreement are separate and neither joint nor joint and several. Each Party shall be responsible only for its obligations as expressly set forth in this Agreement.
- 12.5 No Partnership or Fiduciary Relationship. The Parties disclaim any intention to create by this Agreement any partnership, agency, joint venture, association, trust, or fiduciary relationship. This Agreement shall not be construed or considered as creating any such partnership, joint venture, association, trust or fiduciary relationship or to constitute any Party as the agent or legal representative of any other Party, nor to permit any Party to enter into agreements or incur any obligations for any other Party.
- 12.6 <u>Governing Law</u>. This Agreement shall be construed in accordance with the laws of the Province of Alberta and the laws of Canada applicable therein.
- 12.7 <u>Severability</u>. If any provision in this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part thereof and the remaining part of such provision and all other provisions hereof shall continue in full force and effect.
- 12.8 <u>Further Assurances</u>. The parties hereto agree to execute and deliver all necessary documents and to do all necessary things to give effect to the intention of this agreement.
- 12.9 <u>Entire Agreement.</u> This Agreement, including the Schedules hereto constitute the entire agreement between the parties hereto pertaining the subject matter hereof and supersedes all previous agreements between the parties.
- 12.10 <u>Amendments and Waivers</u>. No amendment to this Agreement shall be valid or binding unless set forth in writing and duly executed by both parties hereto. No waiver of any breach of any term or condition of this Agreement shall be effective or binding unless made in writing and signed by the party purporting to give the same and, unless otherwise provided in the written waiver, shall be limited to the specific breach waived.
- 12.11 <u>Notices</u>. All demands, notices or other communications to be given in connection with this Agreement ("Notice") shall be in writing and shall be sufficiently given or made if

delivered to the intended recipient personally or by courier during normal business hours on a Business Day at the intended recipient's address as set forth below; or sent by facsimile transmission or sent to the intended recipient by other means of recorded electronic communication:

If to Suncor:

Suncor Energy Foundation P.O. Box 38 112 – 4th Avenue S.W. Calgary, Alberta T2P 2V5 Attention: Cathy Glover Manager

If to the RMWB:

Regional Municipality of Wood Buffalo 9909 Franklin Avenue Fort McMurray, Alberta T9H 2K4 Attention: Stephen Clarke Manager of Community Services

Any such demand, notice or other communication given by personal delivery shall be conclusively deemed to have been given on the day of actual delivery thereof and, if given by registered mail, on the 5th calendar day following the deposit thereof in the mall.

- 12.12 <u>Assignment</u>. Neither party shall assign its interest in this Agreement without the prior written consent of the other.
- 12.13 <u>Successors and Assigns</u>. This Agreement shall insure to the benefit of and be binding upon the successors and permitted assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written

Sunco	r Energy CORPORATION
Per:	
	Sue Lee
	President of Suncor Energy Foundation
	Senior Vice-President of Human Resources and Communications
Regio	nal Municipality of Wood Buffalo
Per:	
	Bill Newell
	Regional Manager

SCHEDULE 'A' PAYMENT SCHEDULE

December 2005	\$ 750,000	(Paid in 2005)
December 2006	\$ 250,000	
December 2007	\$ 600,000	
December 2008	\$ 400,000	
December 2009	\$500,000	
December 2010	\$500,000	

REGIONAL MUNICIPALITY OF WOOD BUFFALO COUNCIL REPORT

To: Mayor and Council From: Corporate Services Date: February 13, 2007

Subject: Bylaw No. 07/003 - 2007 Business Revitalization Zone (BRZ) Operating Budget and

Tax Bylaw

ISSUE:

To approve the 2007 Business Revitalization Zone Tax Bylaw in order to levy \$40,000 from businesses operating in the zone.

REFERENCE:

- 1. Business Revitalization Zone Regulation 377/94
- 2. Bylaw No. 00/014 Fort McMurray Business Revitalization Zone Bylaw

HISTORY:

Since its establishment in 1988, the Downtown Fort McMurray Business Revitalization Zone Association has been partially funded from the taxation of businesses operating in the Business Revitalization Zone (BRZ).

ATTACHMENTS:

- 1. Proposed 2007 Business Revitalization Zone Budget
- 2. 2007 Business Revitalization Zone Tax Bylaw

ADMINISTRATIVE RECOMMENDATION:

- 1. THAT Bylaw No. 07/003 being the Business Revitalization Zone Tax Bylaw, be read a second time.
- 2. THAT Bylaw No. 07/003 be read a third and final time.

6th Floor Provincial Bldg. 9915 Franklin Ave., Ft. McMurray, AB T9H 2K4 Phone: (780) 790-9477 Fax: (780) 743-1466 E-Mail: brz@altech.ab.ca

Fort McMurray City Centre BRZ

Budget 2007

Income:

Donation Donation		
Dusiness Water Frogra	\$	10,000.00
Business Watch Progra	m \$	5,000.00
Calendar Promotion	\$	3,000.00
BRZ Levy	\$	40,000.00
Bank Balance	\$	32,000.00

Expenses:

Total Expenses		\$ 90,000,00
Promotions		\$ 6,000.00
그 그 그 그 그 그 그 그 그 그 그 그 그 그 그 그 그 그 그	afety (former Business Watch)	\$ 18,500.00
Telephone		\$ 1,500.00
Contract Salary		\$ 24,000.00
Office Expenses		\$ 2,000.00
Insurance		\$ 1,000.00
Calendar Expenses		\$ 4,000.00
Beautification		\$ 32,000.00
Advertising		\$ 1,000.00

Here for you www.fmcitycentrebrz.org

BYLAW NO. 07/003

BEING A BYLAW OF THE REGIONAL MUNICIPALITY OF WOOD BUFFALO TO AUTHORIZE A BUSINESS REVITALIZATION ZONE TAX FOR THE 2007 TAX YEAR IN THE MUNICIPALITY.

WHEREAS Section 18 (2) of Alberta Regulation 377/94, authorizes the Municipality to pass a Bylaw providing for the assessment based on floor space, being the area of all floors in a building and the area outside the building that are occupied for the purposes of that business and for the payment to be known as a Business Revitalization Zone Tax;

AND WHEREAS the Regional Council of the Municipality deems it advisable to exercise the said power in the manner prescribed in the said Act;

AND WHEREAS pursuant to the provisions of Bylaw No. 00/014 and amendments thereto, Regional Council has established the Business Revitalization Zone;

AND WHEREAS Bylaw No 00/014 as Amended authorizes the Regional Council to impose and collect a levy to provide for the cost of non-collections, administering and maintaining the Business Revitalization Zone;

AND WHEREAS Council deems it expedient and proper to make provisions for the Business Revitalization Zone Tax Levy and to make provision for the assessment and collection of such Tax Levy.

AND WHEREAS the annual net Business Revitalization Zone (BRZ) tax levy requirement of the Regional Municipality of Wood Buffalo for the 2007 tax year is estimated to be \$40,000.

NOW THEREFORE, THE COUNCIL OF THE REGIONAL MUNICIPALITY OF WOOD BUFFALO DULY ASSEMBLED ENACTS AS FOLLOWS:

SHORT TITLE

1. This Bylaw may be cited as the 2007 Business Revitalization Zone Tax Bylaw.

DEFINITIONS

- 2. Terms referred to in this Bylaw are as follows:
 - (a) "business" means any activity or undertaking of a commercial, merchandising or industrial nature and includes a trade, profession, occupation, employment or calling and the providing of goods or services;
 - (b) "floor space" means the superficial area of every floor in the building in which business is carried on and includes the superficial area of any land not forming the

- site of a building but occupied or used for the purpose of or incidental to the exercise or carrying on of a business;
- (c) "premises" means the store, office, warehouse, factory, building, enclosure, yard or any space occupied or used by a person for the purpose of a business.
- 3. In this Bylaw, unless the context otherwise requires, Business Revitalization Zone means the Business Revitalization Zone established by Bylaw No. 00/014 and amendments thereto.
- 4. The Regional Assessor shall for the 2007 tax year, assess all businesses carried on within the Business Revitalization Zone located within Ward 1 Fort McMurray Urban Service Area, by the dollar rate per unit of floor space as described in amending Bylaw 90/16, which provides for the Assessment and Taxation of Trades, Businesses and Professions Bylaw.
- 5. (a) Where a person carries on a business within the Business Revitalization Zone in any year in respect of which a Business Revitalization Zone levy is imposed by the Municipality:
 - (1) If the person carries on the business therein during every month of the year, they are liable for the payment of the full annual business tax in respect to that business, but
 - (2) If they do not carry on the business therein during every month of that year, they can apply to the Regional Assessor during the tax year for an adjustment to the tax levy proportional to the number of months of that year which they carried on that business, a portion of a month taken as a full month.
 - (b) Notwithstanding subsection (a) where the person carries on the business for less than THIRTY (30) DAYS in that year, whether in one or more months, they are not liable for the payment of the Business Revitalization Zone tax.
- 6. Where any tenant liable to assessment in respect of any premises leased by them sublets the whole or any portion thereof, the Assessor, in their discretion, may assess either the tenant or the sub-tenant in respect of the premises or the portion of the premises sublet.
- 7. The business assessment shall be made in a Business Revitalization Zone Tax Roll and the Regional Assessor shall set in the roll:
 - (a) The name of every person carrying on a taxable trade, business or profession within the Business Revitalization Zone;
 - (b) The assessment value of every taxable trade, business or profession within the Business Revitalization Zone; and

	(c)	The place where every such trade, bu Business Revitalization Zone.	usiness or profession is carried on within the
8.	taxat	the Manager of Corporate services be a tion shown against the assessed value of tice Area Business Revitalization Zone.	authorized and required to levy a rate of fall businesses as shown on the Urban
		Business Revitalization Zone	0.00206
9.		ylaw shall be passed and become effected by the Mayor and Chief Legislative (tive when it receives third reading and is Officer.

READ a first time this 13 th day of February, A.D. 2	2007.
READ A SECOND TIME THISDAY O	OF, A.D. 2007.
READ A THIRD AND FINAL TIME THIS	DAY OF, A.D. 2007.
SIGNED AND PASSED THIS DAY O	F, 2007.
CERTIFIED A TRUE COPY	MAYOR
CHIEF I EGISLATIVE OFFICER	CHIEF I EGISLATIVE OFFICER

REGIONAL MUNICIPALITY OF WOOD BUFFALO COUNCIL REPORT

To: Mayor and Council

From: Operations and Maintenance

Date: February 27, 2007

Subject: Bylaw No. 07/005 - Roads & Transportation Bylaw Amendment

ISSUE:

Amendment of the Roads & Transportation Bylaw to effect a change to the school zone time and the speed limit on a section of Confederation Way.

REFERENCE:

- 1. Roads & Transportation Bylaw, Bylaw 02/079
- 2. Alberta Traffic Safety Act

HISTORY:

The Roads and Transportation Bylaw was approved by Council on November 21, 2002. General improvements and clarifications are required from time to time to meet current highway legislation, and to accommodate growth within the region.

A new school was opened in Fall, 2006, which incorporated school hours outside the time period identified in the existing bylaw for school zones. A change in the existing school zone times and surrounding area speed limits is necessary to accommodate the new school's hours of operation.

Specifically, the recommended amendments include:

- Changing all references to the Highway Traffic Act to the new Traffic Safety Act.
- Changing school zone timing from 8:00 a.m. to 4:30 p.m. to 7:30 a.m. to 4:30 p.m.; and
- Changing the speed limit on the section of Confederation Way between Paquette Drive to Prospect Drive from 70 km/hour to 60 km/hour.

ALTERNATIVES:

- 1. Bylaw to remain as-is.
- 2. Amend the bylaw to incorporate school zone timing and speed limit changes.

ANALYSIS:

Adoption of the proposed changes will provide the necessary controls to ensure the safety of pedestrians and motorists, while allowing for the orderly and efficient movement of traffic. The mentioned changes will prove to be effective control and regulation in the use of highways and

public places within the Urban and Rural Service Areas of the Regional Municipality of Wood buffalo, the traffic and pedestrians moving thereon and the parking of vehicles on the highways.

ATTACHMENTS:

1. Bylaw No. 07/005 - Roads & Transportation Bylaw Amendment

ADMINISTRATIVE RECOMMENDATION:

THAT Bylaw No. 07/005, being a bylaw to amend the Roads and Transportation Bylaw, be read a first time.

BYLAW NO. 07/005

BEING A BYLAW OF THE REGIONAL MUNICIPALITY OF WOOD BUFFALO TO CONTROL AND REGULATE THE SPEED OF VEHICULAR TRAFFIC

WHEREAS the *Traffic Safety Act*, R.S.A. 2000, Chapter T-6, and the *Municipal Government Act*, Chapter M-26.1, empowers Council to pass bylaws dealing with the regulation, control and management of vehicles;

AND WHEREAS Section 191 of the *Municipal Government Act*, Chapter M-26.1 provides that Council may amend or repeal a Bylaw;

AND WHEREAS Council deems it expedient and in the public interest to pass this Bylaw;

NOW THEREFORE the Council of the Regional Municipality of Wood Buffalo, in the Province of Alberta, duly assembles, hereby enacts as follows:

- 1. THAT Bylaw No. 02/079 is amended by.
 - (a) Deleting "*Highway Traffic Act*, R.S.A. 2000, c.H-8" from Section 3.01, and inserting "*Traffic Safety Act*, R.S.A. 2000, c.T-6".;
 - (b) Deleting the existing text from Section 3.01.A. and inserting the following: "Act" means the *Traffic Safety Act*, R.S.A. 2000, c.T-6, as amended.";
 - (c) Deleting the existing text from Section 5.03 and inserting the following: "On any day in which school is held, no person shall operate a vehicle within a school zone at any rate of speed greater than thirty (30) kilometers per hour between the hours of 07:30 and 16:30."
 - (d) Deleting the following from Schedule 1:

70 KM/HOUR Confederation Way	FROM 100 meters east of Paquette Drive	TO Highway #63
and inserting:	EDOM	TO

70 KM/HOUR FROM 100 meters east of Prospect Drive TO Highway #63

FROM

(e) Deleting the following from Schedule 1:

60 KM/HOUR

00 111/110 010	1101/1	<u> </u>
Confederation Way	Thickwood Boulevard	100 meters east of
		Paquette Drive

TO

and inserting:

	<u>60 KM/HOUR</u>	FROM	10
	Confederation Way	Thickwood Boulevard	100 meters east of
			Prospect Drive
2.	THAT this Bylaw shall come in by the Mayor and Chief Legisla		nird reading and been signed
DEAD	O A FIRST TIME THIS	DAY OF	, A.D. 2007.

READ A SECOND TIME THIS _______ DAY OF _______, A.D. 2007.

READ A THIRD AND FINAL TIME THIS _______ DAY OF _______, A.D. 2007.

SIGNED and PASSED this ______ day of ________, 2007.

MAYOR

CHIEF LEGISLATIVE OFFICER

REGIONAL MUNICIPALITY OF WOOD BUFFALO COUNCIL REPORT

To: Mayor and Council

From: Operations and Maintenance.

Date: February 27, 2007

Subject: Bylaw No. 07/007 - Debenture Borrowing Bylaw - Vacuum Street Sweepers

ISSUE:

Approval of Debenture Bylaw No. 07/007 to borrow \$700,000 for the purchase of two Vacuum Street Sweepers.

REFERENCE:

- 1. Municipal Government Act Section 251(1)
- 2. 2007 Capital Budget

HISTORY:

This item was approved in the 2007 Capital Budget and requires Debenture Borrowing Bylaw.

ANALYSIS:

On December 12, 2006 Regional Council approved the 2007 Capital Budget. Part of this budget included the Vacuum Street Sweepers (2). The Municipal Government Act Section 251(1) requires Regional Council to pass Bylaws approving Debenture Financing for Capital Projects.

ATTACHMENTS:

- 1. Bylaw No. 07/007
- 2. Amortization Schedule
- 3. 2007 Capital Budget Request Sheet

ADMINISTRATIVE RECOMMENDATION:

THAT Bylaw No. 07/007, being a borrowing bylaw to purchase two vacuum street sweepers, be read a first time.

BYLAW NO. 07/007

BEING A BYLAW OF THE REGIONAL MUNICIPALITY OF WOOD BUFFALO TO AUTHORIZE THE COUNCIL OF THE REGIONAL MUNICIPALITY OF WOOD BUFFALO TO INCUR AN INDEBTEDNESS BY THE ISSUANCE OF DEBENTURES IN THE AMOUNT OF SEVEN HUNDRED THOUSAND DOLLARS (\$700,000.00) FOR THE PURPOSE OF THE VACUUM STREET SWEEPERS.

WHEREAS the Council of the Regional Municipality of Wood Buffalo has decided to issue a by-law pursuant to Section 258 of the Municipal Government Act to authorize the financing, undertaking and completion of the Vacuum Street Sweepers;

WHEREAS the Regional Municipality of Wood Buffalo has made plans, specifications and estimates for the project and confirms the total cost of the Vacuum Street Sweepers is \$700,000.00.

WHEREAS in order to complete the said project, it will be necessary for the Regional Municipality of Wood Buffalo to borrow the sum of \$700,000.00, for a period not to exceed five (5) years, from the Alberta Capital Finance Authority or another authorized financial institution, by the issuance of debentures and on the terms and conditions referred in this bylaw.

WHEREAS the principal amount of the outstanding debt of the Regional Municipality of Wood Buffalo at December 31, 2005 is \$56,136,951.00 and no part of the principal or interest is in arrears;

WHEREAS the estimated lifetime of the project financed under this by-law is equal to, or in excess of five (5) years;

AND WHEREAS all required approvals for the project have been obtained and the project is in compliance with all Acts and Regulations of the Province of Alberta;

NOW, THEREFORE, the Council of the Regional Municipality of Wood Buffalo, duly assembled, hereby enacts as follows:

- 1. That for the purpose of the Vacuum Street Sweepers the sum of SEVEN HUNDRED THOUSAND DOLLARS (\$700,000.00) be borrowed from the Alberta Capital Finance Authority or another authorized financial institution by way of debenture on the credit and security of the Regional Municipality of Wood Buffalo at large, of which amount the full sum of \$700,000.00 is to be paid by the Regional Municipality of Wood Buffalo at large.
- 2. The proper officers of the Municipality are hereby authorized to issue debentures on behalf of the Municipality for the amount and purpose as authorized by this bylaw, namely the Vacuum Street Sweepers.
- 3. The Municipality shall repay the indebtedness according to the repayment structure in effect, namely semi-annual or annual equal payments of combined principal and interest installments not to exceed five (5) years calculated at a rate not exceeding the interest rate

fixed by the Alberta Capital Finance Authority or another authorized financial institution on the date of the borrowing, and not to exceed fourteen (14) percent.

- 4. The Municipality shall levy and raise in each year municipal taxes sufficient to pay the indebtedness.
- 5. The indebtedness shall be contracted on the credit and security of the Municipality.
- 6. The net amount borrowed under the bylaw shall be applied only to the project specified by this bylaw.
- 7. This bylaw shall become effective when it has received third reading and been signed by the Mayor and Chief Legislative Officer.

READ a first time this	day of	, 2007.	
READ a second time this	_ day of	, 2007	
READ a third and final time this _	day of _	,	, 2007.
SIGNED and PASSED this	day of	,	, 2007.
CERTIFIED A TRUE COPY		MAYOR	
CHIEF LEGISLATIVE OFFICER		CHIEF LEGISLAT	IVE OFFICER

Debenture Schedule

Vacuum Street Sweepers

principal interest term payments		\$700,000.00 5.00% 5 \$161,682.36			
year	bal.begin	interest	payment	principal	balance end \$700,000.00
1	\$700,000.00	\$35,000.00	\$161,682.36	\$126,682.36	\$573,317.64
2	\$573,317.64	\$28,665.88	\$161,682.36	\$133,016.48	\$440,301.16
3	\$440,301.16	\$22,015.06	\$161,682.36	\$139,667.30	\$300,633.86
4	\$300,633.86	\$15,031.69	\$161,682.36	\$146,650.67	\$153,983.20
5	\$153,983.20	\$7,699.16	\$161,682.36	\$153,983.20	\$0.00
		108,411.79	808,411.79	700,000.00	



2007 - 2011 CAPITAL REQUEST

PROJEC1	NAME: V	acuum Stre	eet Sweepers	(2)			\$700,000
PROJECT	LOCATION:	Fort McMu	rray	~	ГТур	e of Cost Estimate	-
	DEPARTMENT:		& Maintenance	~	O De	etailed (+/-15%)	8.
	R DIVISION:				100	eliminary (+/-30	~ 0
		Infrastructu				onceptual (+/- 50	
MUNICIPA	L FUNCTION:	32 - Road 7	Transport	~	O St	rategic (+/- 100°	%)
Pro	ject Timeline						
	Pre-Desi		Desi		Construction	201010000000000000000000000000000000000	
	Start (mmm/yy)	Finish (mmm/yy)	Start (mmm/yy)	Finish (mmm/yy)	Start (mmm/yy)	Finish (mmm/yy)	
				·	Jan-07	Apr-07	
	n formation: cost \$350,000 per unit			- 2		-	
		Federal Grants	Provincial Grants	Reserves	Operating Budget	Other Sources	Debenture Financing
Year Prior	Annual Cost -			Reserves			Financing
year	cost \$350,000 per unit Annual			Reserves			Financing
Year Prior 2007	Annual Cost -			Reserves			Financing
Year Prior 2007 2008 2009 2010	Annual Cost -			Reserves			Financing
Year Prior 2007 2008 2009	Annual Cost -			Reserves			
Year Prior 2007 2008 2009 2010 2011 TOTAL Operating	Annual Cost 700,000 - 700,000 Budget Impacts:	Grants	Grants		Budget	Sources	Financing 700,000
Year Prior 2007 2008 2009 2010 2011 TOTAL Operating	Annual Cost 700,000 - 700,000 Budget Impacts:	Grants	Grants		Budget	Sources	Financing 700,000
Year Prior 2007 2008 2009 2010 2011 TOTAL Operating ave operatin Accountal Sponsor De	Annual Cost 700,000 700,000 The properties of	Grants	Grants		Budget	Sources	700,000
Year Prior 2007 2008 2009 2010 2011 TOTAL Operating Accountal Sponsor De Project Lear	Annual Cost 700,000 700,000 Budget Impacts: g impacts been budget bility Roles: epartment: d Contact: known)	Grants	Grants - 20097 Yes enance		Budget	Sources - D	Financing 700,000

REGIONAL MUNICIPALITY OF WOOD BUFFALO COUNCIL REPORT

To: Mayor and Council

From: Operations and Maintenance Department

Date: February 27, 2007

Subject: Bylaw No. 07/008 - Debenture Borrowing Bylaw – Heavy Equipment

Replacements 2007

ISSUE:

Approval of debenture Bylaw No. 07/008, to borrow \$606,136.00 for heavy equipment replacement 2007.

REFERENCE:

1. Municipal Government Act Section 251(1)

2. 2007 Capital Budget

HISTORY:

This item was approved in the 2007 Capital Budget and requires Debenture Borrowing Bylaw.

The 2007 Capital Budget and financial plan identify the replacement of the following heavy duty equipment.

Unit	Year	Description	Primary	Service	Future Replace
		_	User	Years	\$
Unit 01-02	1999	Street Sweeper	Streets	8	\$260,000.00
			Solid		
Unit 04-12	1999	SA Garbage Truck	Waste	8	\$225,136.00
Unit 10-76	1999	1Ton c/w Aerial Lift	Streets	8	\$121,000.00
TOTAL:					\$606,136.00

ANALYSIS:

On December 12, 2006 Regional Council approved the 2007 Capital Budget. Part of this budget included the Heavy Equipment Replacements 2007. The Municipal Government Act Section 251(1) requires Regional Council to pass Bylaws approving Debenture Financing for Capital Projects.

ATTACHMENTS:

1. Bylaw No. 07/008

- 2. Amortization Schedule
- 3. 2007 Capital Budget Request Sheet

ADMINISTRATIVE RECOMMENDATION:

THAT Bylaw No. 07/008, being a borrowing bylaw to replace heavy equipment, be read a first time.

BYLAW NO. 07008

BEING A BYLAW OF THE REGIONAL MUNICIPALITY OF WOOD BUFFALO TO AUTHORIZE THE COUNCIL OF THE REGIONAL MUNICIPALITY OF WOOD BUFFALO TO INCUR AN INDEBTEDNESS BY THE ISSUANCE OF DEBENTURES IN THE AMOUNT OF SIX HUNDRED SIX THOUSAND ONE HUNDRED THIRTY SIX DOLLARS (\$606,136.00) FOR THE PURPOSE OF THE HEAVY EQUIPMENT REPLACEMENTS.

WHEREAS the Council of the Regional Municipality of Wood Buffalo has decided to issue a bylaw pursuant to Section 258 of the Municipal Government Act to authorize the financing, undertaking and completion of the Heavy Equipment Replacements;

WHEREAS the Regional Municipality of Wood Buffalo has made plans, specifications and estimates for the project and confirms the total cost of the Heavy Equipment Replacements is \$1,563,757.00.

WHEREAS in order to complete the said project, it will be necessary for the Regional Municipality of Wood Buffalo to borrow the sum of \$606,136.00, for a period not to exceed five (5) years, from the Alberta Capital Finance Authority or another authorized financial institution, by the issuance of debentures and on the terms and conditions referred in this bylaw.

WHEREAS the principal amount of the outstanding debt of the Regional Municipality of Wood Buffalo at December 31, 2005 is \$56,136,951.00 and no part of the principal or interest is in arrears;

WHEREAS the estimated lifetime of the project financed under this by-law is equal to, or in excess of five (5) years;

AND WHEREAS all required approvals for the project have been obtained and the project is in compliance with all Acts and Regulations of the Province of Alberta;

NOW, THEREFORE, the Council of the Regional Municipality of Wood Buffalo, duly assembled, hereby enacts as follows:

- 1. That for the purpose of the Heavy Equipment Replacement the sum of SIX HUNDRED SIX THOUSAND ONE HUNDRED THIRTY SIX DOLLARS (\$606,136.00) be borrowed from the Alberta Capital Finance Authority or another authorized financial institution by way of debenture on the credit and security of the Regional Municipality of Wood Buffalo at large, of which amount the full sum of \$606,136.00 is to be paid by the Regional Municipality of Wood Buffalo at large.
- 2. The proper officers of the Municipality are hereby authorized to issue debentures on behalf of the Municipality for the amount and purpose as authorized by this bylaw, namely the Heavy Equipment Replacement.

- 3. The Municipality shall repay the indebtedness according to the repayment structure in effect, namely semi-annual or annual equal payments of combined principal and interest installments not to exceed five (5) years calculated at a rate not exceeding the interest rate fixed by the Alberta Capital Finance Authority or another authorized financial institution on the date of the borrowing, and not to exceed fourteen (14) percent.
- 4. The Municipality shall levy and raise in each year municipal taxes sufficient to pay the indebtedness.
- 5. The indebtedness shall be contracted on the credit and security of the Municipality.
- 6. The net amount borrowed under the bylaw shall be applied only to the project specified by this bylaw.
- 7. This bylaw shall become effective when it has received third reading and been signed by the Mayor and Chief Legislative Officer.

READ a first time this da	ıy of	, 2007.
READ a second time this	day of	, 2007.
READ a third and final time this	day of	, 2007.
SIGNED and PASSED this	day of	, 2007.
CERTIFIED A TRUE COPY		AYOR
CHIEF LEGISLATIVE OFFICER		HEF LEGISLATIVE OFFICER

Heavy Equipment Replacements

principal interest term payments		\$606,136.00 5.00% 5 \$140,002.14			
year	bal.begin	interest	payment	principal	balance end \$606,136.00
1	\$606,136.00	\$30,306.80	\$140,002.14	\$109,695.34	\$496,440.66
2	\$496,440.66	\$24,822.03	\$140,002.14	\$115,180.11	\$381,260.55
3	\$381,260.55	\$19,063.03	\$140,002.14	\$120,939.11	\$260,321.44
4	\$260,321.44	\$13,016.07	\$140,002.14	\$126,986.07	\$133,335.37
5	\$133,335.37	\$6,666.77	\$140,002.14	\$133,335.37	\$0.00
		93,874.70	700,010.70	606,136.00	



PROJEC	T NAME: H	eavy Equip	ment Replace	ement 2007			\$1,563,757
PROJECT	LOCATION:	Fort McMu	ırray	~	ГТур	e of Cost Estimate	-
	R DEPARTMENT:	ř	s & Maintenance	▼	O Detailed (+/-15%)		b)
	R DIVISION:	Infrastruct		~		eliminary (+/-3	10100
	AL FUNCTION:					onceptual (+/- 5	
		31 - Comm	non Services	~	Ust	rategic (+/- 100)%)
F Pro	ject Timeline		ı,				1
	Pre-Designment Pre-De	gn Finish (mmm/yy)	Desi Start (mmm/yy)	gn Finish (mmm/yy)	Construction Start (mmm/yy)	or Purchase Finish (mmm/yy)	
					Jan-07	Dec-07	
	nformation:		1		42-11-11		
PAYG leases	s from User Division bud	lgets. Mobile ed	quipment reserve if a	available. Street flu	usher will be paid fr	om Capital Infras	tructure Reserve
Year	s from User Division bud Annual Cost	gets. Mobile ed	quipment reserve if a Provincial Grants	Reserves	usher will be paid fr Operating Budget	om Capital Infras Other Sources	tructure Reserve Debenture Financing
Year Prior	Annual Cost	Federal	Provincial	Reserves	Operating Budget	Other	Debenture Financing
Year Prior	Annual	Federal	Provincial		Operating	Other	Debenture Financing
Year Prior 2007 2008 2009	Annual Cost	Federal	Provincial	Reserves	Operating Budget	Other	Debenture Financing
Year Prior 2007 2008	Annual Cost	Federal	Provincial	Reserves	Operating Budget	Other	Debenture
Year Prior 2007 2008 2009 2010 2011 TOTAL	Annual Cost	Federal	Provincial	Reserves	Operating Budget	Other	Debenture Financing 606,13
Year Prior 2007 2008 2009 2010 2011 TOTAL Decreased re	Annual Cost - 1,563,757	Federal Grants - costs. ed in years 2007 cy Elder, Superinte	Provincial Grants	Reserves 240,000	Operating Budget 717,621	Other Sources	Debenture Financing

REGIONAL MUNICIPALITY OF WOOD BUFFALO COUNCIL REPORT

To: Mayor and Council

From: Manager, Operations and Maintenance

Date: February 27, 2007

Subject: Bylaw No. 07/010 - Debenture Borrowing Bylaw - Fort Chipewyan Airport

Maintenance Garage

ISSUE:

Approval of Debenture Bylaw No. 07/010 to borrow \$4,090,000.00 for the construction of the Fort Chipewyan Airport Maintenance Garage.

REFERENCE:

- 1. Municipal Government Act Section 251(1)
- 2. 2007 Capital Budget

HISTORY:

This item was approved in the 2007 Capital Budget and requires Debenture Borrowing Bylaw.

ANALYSIS:

On December 12, 2006 Regional Council approved the 2007 Capital Budget. Part of this budget included the Fort Chipewyan Airport Maintenance Garage. The Municipal Government Act Section 251(1) requires Regional Council to pass Bylaws approving Debenture Financing for Capital Projects.

ATTACHMENTS:

- 1. Bylaw No. 07/010
- 2. Amortization Schedule
- 3. 2007 Capital Budget Request Sheet

ADMINISTRATIVE RECOMMENDATION:

THAT Bylaw No. 07/010, being a borrowing Bylaw to construct the Fort Chipewyan Airport Maintenance Garage, be read a first time.

BEING A BYLAW OF THE REGIONAL MUNICIPALITY OF WOOD BUFFALO TO AUTHORIZE THE COUNCIL OF THE REGIONAL MUNICIPALITY OF WOOD BUFFALO TO INCUR AN INDEBTEDNESS BY THE ISSUANCE OF DEBENTURES IN THE AMOUNT OF FOUR MILLION NINETY THOUSAND DOLLARS (\$4,090,000.00) FOR THE PURPOSE OF THE FORT CHIPEWYAN AIRPORT MAINTENANCE GARAGE.

WHEREAS the Council of the Regional Municipality of Wood Buffalo has decided to issue a bylaw pursuant to Section 258 of the Municipal Government Act to authorize the financing, undertaking and completion of the Fort Chipewyan Airport Maintenance Garage;

WHEREAS the Regional Municipality of Wood Buffalo has made plans, specifications and estimates for the project and confirms the total cost of the Fort Chipewyan Airport Maintenance Garage is \$4,090,000.00.

WHEREAS in order to complete the said project, it will be necessary for the Regional Municipality of Wood Buffalo to borrow the sum of \$4,090,000.00, for a period not to exceed twenty (20) years, from the Alberta Capital Finance Authority or another authorized financial institution, by the issuance of debentures and on the terms and conditions referred in this bylaw.

WHEREAS the principal amount of the outstanding debt of the Regional Municipality of Wood Buffalo at December 31, 2005 is \$56,136,951.00 and no part of the principal or interest is in arrears;

WHEREAS the estimated lifetime of the project financed under this bylaw is equal to, or in excess of twenty (20) years;

AND WHEREAS all required approvals for the project have been obtained and the project is in compliance with all Acts and Regulations of the Province of Alberta;

NOW, THEREFORE, the Council of the Regional Municipality of Wood Buffalo, duly assembled, hereby enacts as follows:

- 1. That for the purpose of the Fort Chipewyan Airport Maintenance Garage the sum of FOUR MILLION NINETY THOUSAND DOLLARS (\$4,090,000.00) be borrowed from the Alberta Capital Finance Authority or another authorized financial institution by way of debenture on the credit and security of the Regional Municipality of Wood Buffalo at large, of which amount the full sum of \$856,064.00 is to be paid by the Regional Municipality of Wood Buffalo at large.
- 2. The proper officers of the Municipality are hereby authorized to issue debentures on behalf of the Municipality for the amount and purpose as authorized by this bylaw, namely the Fort Chipewyan Airport Maintenance Garage.
- 3. The Municipality shall repay the indebtedness according to the repayment structure in effect,

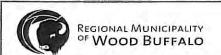
namely semi-annual or annual equal payments of combined principal and interest installments not to exceed twenty (20) years calculated at a rate not exceeding the interest rate fixed by the Alberta Capital Finance Authority or another authorized financial institution on the date of the borrowing, and not to exceed fourteen (14) percent.

- 4. The Municipality shall levy and raise in each year municipal taxes sufficient to pay the indebtedness.
- 5. The indebtedness shall be contracted on the credit and security of the Municipality.
- 6. The net amount borrowed under the bylaw shall be applied only to the project specified by this bylaw.
- 7. This bylaw shall become effective when it receives third reading and has been signed by the Mayor and Chief Legislative Officer.

READ A FIRST TIME THIS	DAY O	F	, 2007.	
READ A SECOND TIME THIS	DAY	OF	, 2007.	
READ A THIRD AND FINAL TIM	IE THIS	DAY OF		_, 2007
SIGNED and PASSED this	_ day of	, 20	07.	
CERTIFIED A TRUE COPY		MAYOR		
CHIEF LEGISLATIVE OFFICER		CHIEF LEGISLA	 TIVE OFFICE	 :R

principal	\$4,090,000.00
interest	6.00%
term	20
payments	\$356,584.84

year	bal.begin	interest	payment	principal	balance end \$4,090,000.00
1	\$4,090,000.00	\$245,400.00	\$356,584.84	\$111,184.84	\$3,978,815.16
2	·	\$238,728.91	\$356,584.84	\$117,855.93	\$3,860,959.23
3	·	\$231,657.55	\$356,584.84	\$124,927.28	\$3,736,031.95
4		\$224,161.92	\$356,584.84	\$132,422.92	\$3,603,609.03
5	\$3,603,609.03	\$216,216.54	\$356,584.84	\$140,368.30	\$3,463,240.73
6	\$3,463,240.73	\$207,794.44	\$356,584.84	\$148,790.39	\$3,314,450.34
7	\$3,314,450.34	\$198,867.02	\$356,584.84	\$157,717.82	\$3,156,732.52
8	\$3,156,732.52	\$189,403.95	\$356,584.84	\$167,180.89	\$2,989,551.63
9	\$2,989,551.63	\$179,373.10	\$356,584.84	\$177,211.74	\$2,812,339.89
10	\$2,812,339.89	\$168,740.39	\$356,584.84	\$187,844.44	\$2,624,495.45
11	\$2,624,495.45	\$157,469.73	\$356,584.84	\$199,115.11	\$2,425,380.34
12	\$2,425,380.34	\$145,522.82	\$356,584.84	\$211,062.02	\$2,214,318.32
13	\$2,214,318.32	\$132,859.10	\$356,584.84	\$223,725.74	\$1,990,592.58
14	\$1,990,592.58	\$119,435.55	\$356,584.84	\$237,149.28	\$1,753,443.30
15	\$1,753,443.30	\$105,206.60	\$356,584.84	\$251,378.24	\$1,502,065.06
16	\$1,502,065.06	\$90,123.90	\$356,584.84	\$266,460.93	\$1,235,604.12
17	\$1,235,604.12	\$74,136.25	\$356,584.84	\$282,448.59	\$953,155.53
18	\$953,155.53	\$57,189.33	\$356,584.84	\$299,395.51	\$653,760.03
19	\$653,760.03	\$39,225.60	\$356,584.84	\$317,359.24	\$336,400.79
20	\$336,400.79	\$20,184.05	\$356,584.84	\$336,400.79	\$0.00
		Interest	Debenture Cost	Principal	
	Total	\$3,041,696.76	\$7,131,696.76	\$4,090,000.00	



556 IS6		Part Chiana			г Тур	e of Cost Estimate		
PROJECT LOCATION: SPONSOR DEPARTMENT: SPONSOR DIVISION: MUNICIPAL FUNCTION:		Fort Chipew		•	Ope	O Detailed (+/-15%)		
		Operations	& Maintenance	~		reliminary (+/-30		
		Fort Chipew	yan Operations	~		onceptual (+/- 5	2.2	
		32 - Road T	ransport	~	O St	O Strategic (+/- 100%)		
Γ Pro	oject Timeline ———							
	Pre-Des	113000	Desi		Construction	The second secon		
	Start (mmm/yy)	Finish (mmm/yy)	Start (mmm/yy)	Finish (mmm/yy)	Start (mmm/yy)	Finish (mmm/yy)		
			Jan-07	Feb-07	Mar-07	Aug-07		
unding l	nformation:	*	,,	nome consequence of a bibliogy of the consequence of				
Year	nformation: Annual Cost	Federal Grants	Provincial Grants	Reserves	Operating Budget	Other Sources	Debenture Financing	
Year Prior	Annual Cost		Provincial	Reserves	Operating Budget	2.00	Financing	
Year	Annual		Provincial	Reserves	Operating Budget	2.00	Financing	
Year Prior 2007 2008 2009	Annual Cost		Provincial	Reserves	Operating Budget	2.00	Financing	
Year Prior 2007 2008 2009 2010	Annual Cost - 4,090,000		Provincial	Reserves	Operating Budget	2.00	Financing	
Year Prior 2007 2008 2009	Annual Cost - 4,090,000 -		Provincial	Reserves	Operating Budget	2.00	Debenture Financing 4,090,00	
Year Prior 2007 2008 2009 2010 2011 TOTAL Perating	Annual Cost 4,090,000 - 4,090,000 4,090,000 Budget Impacts year	Grants -	Provincial Grants		Budget	2.00	Financing 4,090,00	
Year Prior 2007 2008 2009 2010 2011 TOTAL perating 0,000 per	Annual Cost 4,090,000 4,090,000 4,090,000 Budget Impacts year ing impacts been budge	Grants	Provincial Grants - 20097 Yes		Budget	Sources	Financing 4,090,00	
Year Prior 2007 2008 2009 2010 2011 TOTAL perating 0,000 per year eve operating ccountal	Annual Cost 4,090,000 4,090,000 4,090,000 Budget Impacts year ing impacts been budget bility Roles: epartment:	Grants ted in years 2007 -	Provincial Grants - 20097 Yes	-	Budget	Sources	4,090,00	

REGIONAL MUNICIPALITY OF WOOD BUFFALO COUNCIL REPORT

To: Mayor and Council

From: Operations and Maintenance

Date: February 27, 2007

Subject: Bylaw No. 07/011 - Debenture Borrowing Bylaw Amendment – Regional

Landfill

ISSUE:

Approval of an amendment to debenture Bylaw No. 03/025 to increase borrowing by \$1,649,347 for the construction of the 2007 portion of the Regional Landfill.

REFERENCE:

1. Municipal Government Act Section 251(1)

2. 2007 Capital Budget

HISTORY:

Regional Landfill project was approved in the 2007 Capital Budget and requires Debenture Borrowing Bylaw. It is a multi-year project that commenced in 2001 and the source of funding for the project is as follows:

Year	Province	Reserves	Debenture	Annual Costs
Prior	3,043,147	281,853	3,175,000	6,500,000
2007	11,983,153	0	1,649,347	13,632,500
2008	3,247,500	600,000	461,800	3,247,500
2009	1,000,000	0	0	1,000,000
Total	18,212,000	881,853	5,286,147	24,380,000

ANALYSIS:

On December 12, 2006 Regional Council approved the 2007 Capital Budget. Part of this budget included the Regional Landfill. The Municipal Government Act Section 251(1) requires Regional Council to pass Bylaws approving Debenture Financing for Capital Projects.

ATTACHMENTS:

- 1. Bylaw No. 07/011
- 2. Amortization Schedule
- 3. 2007 Capital Budget Request Sheet

ADMINISTRATIVE RECOMMENDATION:

THAT Bylaw No. 07/011, an amendment to Bylaw No. 03/025 for the construction of the 2007 portion of the Regional Landfill, be read a first time.

BEING A BYLAW OF THE REGIONAL MUNICIPALITY OF WOOD BUFFALO TO AMEND DEBENTURE BORROWING BYLAW NO. 03/025 FOR THE REGIONAL LANDFILL PROJECT

WHEREAS the Municipal Council of the Regional Municipality of Wood Buffalo has passed Bylaw No. 03/025 authorizing the issuance of a debenture of THREE MILLION FOUR HUNDRED FIFTY-SIX THOUSAND EIGHT HUNDRED FIFTY-THREE DOLLARS (\$3,456,853.00) xx/100 DOLLARS in respect of the project known as the Regional Landfill, the total cost of which project is estimated to be SIX MILLION FIVE HUNDRED THOUSAND DOLLARS (\$6,500,000.00) xx/100 DOLLARS;

AND WHEREAS the Council of the Regional Municipality of Wood Buffalo wishes to increase the amount of borrowing authorized in respect of the aforesaid project;

NOW, THEREFORE, the Municipal Council of the Regional Municipality of Wood Buffalo, duly assembled, enacts as follows:

- 1. The purpose of this Bylaw is to authorize the borrowing of additional monies to finance the cost of the project known as the Regional Landfill (the "Project");
- 2. The authorized expenditure for the Project is hereby increased from SIX MILLION FIVE HUNDRED THOUSAND DOLLARS (\$6,500,000.00) xx/100 DOLLARS authorized by Bylaw No. 03/025 to TWENTY-FOUR MILLION THREE HUNDRED EIGHTY THOUSAND (\$24,380,00.00) xx/100 DOLLARS;
- 3. The borrowing in the amount of THREE MILLION FOUR HUNDRED FIFTY-SIX THOUSAND EIGHT HUNDRED FIFTY-THREE (\$3,456,853.00) xx/100 DOLLARS for the Project authorized by Bylaw No. 03/025 is hereby increased by ONE MILLION EIGHT HUNDRED TWENTY-NINE THOUSAND TWO HUNDRED NINETY-FOUR (\$1,829,294.00) xx/100 DOLLARS to FIVE MILLION TWO HUNDRED EIGHTY-SIX THOUSAND ONE HUNDRED FOURTY-SEVEN (\$5,286,147.00) xx/100 DOLLARS;
- 4. The maximum rate of interest of the borrowing hereby authorized will be the same as authorized by Bylaw No. 03/025, namely 14% per annum;
- 5. The term of the borrowing hereby authorized will be the same as authorized by Bylaw No. 03/025, being 20 (twenty) years;
- 6. The terms of repayment of the borrowing authorized hereby will be the same as Bylaw No. 03/025, being either annual or semi-annual payments;
- 7. The sources of money to be used to pay the principal and interest owing under the borrowing hereby authorized will be the same as those authorized under Bylaw 03/025;

- 8. Bylaw No. 03/025 is hereby amended in accordance with the terms of this Amending Bylaw;
- 9. This Amending Bylaw shall be advertised in accordance with requirements of the *Municipal Government Act*, SA 2000, c. M-26, as amended.
- 10. This bylaw shall be passed and become effective when it receives third reading and is signed by the Mayor and Chief Legislative Officer.

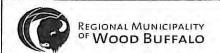
READ a first time in Council this	day of	, 2007.	
READ a second time in Council this _	day of	, 2007.	
READ a third time in Council this	day of	, 2007.	
SIGNED and PASSED thisd	lay of	, 2007.	
CERTIFIED A TRUE COPY	MAY	YOR	
CHIEF LEGISLATIVE OFFICER	CHI	EF LEGISLATIVE OFF	ICER

2007 Regional Landfill

principal	\$5,286,147.00
interest	6.00%
term	20
payments	\$460,870.38

year	bal.begin	interest	payment	principal	balance end
					\$5,286,147.00
1	\$5,286,147.00	\$317,168.82	\$460,870.38	\$143,701.56	\$5,142,445.44
2	\$5,142,445.44	\$308,546.73	\$460,870.38	\$152,323.66	\$4,990,121.78
3	\$4,990,121.78	\$299,407.31	\$460,870.38	\$161,463.08	\$4,828,658.70
4	\$4,828,658.70	\$289,719.52	\$460,870.38	\$171,150.86	\$4,657,507.84
5	\$4,657,507.84	\$279,450.47	\$460,870.38	\$181,419.91	\$4,476,087.92
6	\$4,476,087.92	\$268,565.28	\$460,870.38	\$192,305.11	\$4,283,782.81
7	\$4,283,782.81	\$257,026.97	\$460,870.38	\$203,843.42	\$4,079,939.40
8	\$4,079,939.40	\$244,796.36	\$460,870.38	\$216,074.02	\$3,863,865.38
9	\$3,863,865.38	\$231,831.92	\$460,870.38	\$229,038.46	\$3,634,826.92
10	\$3,634,826.92	\$218,089.62	\$460,870.38	\$242,780.77	\$3,392,046.15
11	\$3,392,046.15	\$203,522.77	\$460,870.38	\$257,347.62	\$3,134,698.53
12	\$3,134,698.53	\$188,081.91	\$460,870.38	\$272,788.47	\$2,861,910.06
13	\$2,861,910.06	\$171,714.60	\$460,870.38	\$289,155.78	\$2,572,754.28
14	\$2,572,754.28	\$154,365.26	\$460,870.38	\$306,505.13	\$2,266,249.15
15	\$2,266,249.15	\$135,974.95	\$460,870.38	\$324,895.44	\$1,941,353.72
16	\$1,941,353.72	\$116,481.22	\$460,870.38	\$344,389.16	\$1,596,964.56
17	\$1,596,964.56	\$95,817.87	\$460,870.38	\$365,052.51	\$1,231,912.04
18	\$1,231,912.04	\$73,914.72	\$460,870.38	\$386,955.66	\$844,956.38
19	\$844,956.38	\$50,697.38	\$460,870.38	\$410,173.00	\$434,783.38
20	\$434,783.38	\$26,087.00	\$460,870.38	\$434,783.38	\$0.00

Interest Debenture Cost Principal Total \$3,931,260.69 \$9,217,407.69 \$5,286,147.00



PROJEC	T NAME:	Regional Landfill					\$24,380,000
PROJECT	LOCATION:	Fort McMu	rray	▼	ГТу	pe of Cost Estimat	e —
SPONSOR DEPARTMENT: SPONSOR DIVISION:		Operations	& Maintenance	-	00	Detailed (+/-15%	6)
		-				Preliminary (+/-3	A STATE OF THE STA
	200000000000000000000000000000000000000	Environme	nt.	~		Conceptual (+/-	100
MUNICIPA	AL FUNCTION:	43 - Solid V	Waste - Coll/Disposal	~	Os	strategic (+/- 10	0%)
☐ Pro	ject Timeline ———					7	
	Pre-De	sign	Desig	gn	Construction	or Purchase	
	Start (mmm/yy)	Finish (mmm/yy)	Start (mmm/yy)	Finish (mmm/yy)	Start (mmm/yy)	Finish (mmm/yy)	1 1
	Feb-02	Sep-02	Jan-06	Sep-06	Aug-07	Sep-07	
Description	on of Project:		***************************************				
	cycling Facility (MRF)	, waste transfer st	ation and waste trans	sfer containers.			
Funding li 5 % Debenti Frant Approv pplication pr	al Recieved in Nover	nber 2002 - \$ 3,04 by Provincial Trea	and Acquisition non-fo 13,147. Land lease co asury Board. Provinci	sts \$100,000 not			
unding li 5 % Debenti rant Approv	ure/Reserve, 75 % P al Recieved in Nover esently under review	nber 2002 - \$ 3,04 by Provincial Trea	3,147. Land lease co	sts \$100,000 not			
Tunding II 5 % Debenter rant Approve opplication processor of the process	ure/Reserve, 75 % Pi al Recieved in Nover esently under review e the RM's grant appl Annual Cost 6,500,000	nber 2002 - \$ 3,04 by Provincial Trea ication. Federal	I3,147. Land lease consury Board. Provincial Grants 3,043,147	osts \$100,000 not al Regional Landfi	Ill Committee has	recently increased Other	Debenture Financing
unding li 5 % Debent rant Approv oplication pr ecommadate Year Prior 2007	ure/Reserve, 75 % Pral Recieved in Nover esently under review e the RM's grant appl Annual Cost 6,500,000 13,632,500	nber 2002 - \$ 3,04 by Provincial Trea ication. Federal	Provincial Grants 3,043,147 11,983,153	osts \$100,000 not al Regional Landf Reserves 281,853	Ill Committee has	recently increased Other	Debenture Financing 3,175,00
winding li 5 % Debenter rant Approve opplication procommadate Year Prior 2007 2008	ure/Reserve, 75 % Pral Recieved in Nover esently under review the RM's grant applace the RM's grant applace for a feet of	nber 2002 - \$ 3,04 by Provincial Trea ication. Federal	Provincial Grants 3,043,147 11,983,153 2,185,700	osts \$100,000 not al Regional Landf Reserves	Ill Committee has	recently increased Other	Debenture Financing 3,175,00
Year Prior 2008 2009	ure/Reserve, 75 % Pral Recieved in Nover esently under review e the RM's grant appl Annual Cost 6,500,000 13,632,500	nber 2002 - \$ 3,04 by Provincial Trea ication. Federal	Provincial Grants 3,043,147 11,983,153	osts \$100,000 not al Regional Landf Reserves 281,853	Ill Committee has	recently increased Other	Debenture Financing 3,175,00
Funding III 5 % Debented from Approve pplication processing the processing from Prior 2007 2008	ure/Reserve, 75 % Pral Recieved in Nover esently under review the RM's grant applace the RM's grant applace for a feet of	nber 2002 - \$ 3,04 by Provincial Trea ication. Federal	Provincial Grants 3,043,147 11,983,153 2,185,700	osts \$100,000 not al Regional Landf Reserves 281,853	Ill Committee has	recently increased Other	their budget to Debenture
Funding lists to be a commandate of the commanda	ure/Reserve, 75 % Pral Recieved in Nover esently under review the RM's grant applace the RM's grant applace for a feet of	nber 2002 - \$ 3,04 by Provincial Trea ication. Federal	Provincial Grants 3,043,147 11,983,153 2,185,700	osts \$100,000 not al Regional Landf Reserves 281,853	Ill Committee has	recently increased Other	Debenture Financing 3,175,00 1,649,34 461,80
Funding II 5 % Debente 5 % Debente 6 rant Approv pplication pr ccommadate Year Prior 2007 2008 2009 2010 2011 TOTAL	ure/Reserve, 75 % Pral Recieved in Nover esently under review the RM's grant application of the	nber 2002 - \$ 3,04 by Provincial Trea ication. Federal Grants -	Provincial Grants 3,043,147 11,983,153 2,185,700 1,000,000	sts \$100,000 not al Regional Landf Reserves 281,853 600,000	Operating Budget	recently increased Other	Debenture Financing 3,175,00 1,649,34 461,80
Funding II 5 % Debente 5 % Debente 6 ant Approv pplication pr ccommadate Year Prior 2007 2008 2009 2010 2011 TOTAL Operating	ure/Reserve, 75 % Pral Recieved in Nover esently under review the RM's grant application of the	nber 2002 - \$ 3,04 by Provincial Trea ication. Federal Grants -	Provincial Grants 3,043,147 11,983,153 2,185,700 1,000,000	sts \$100,000 not al Regional Landf Reserves 281,853 600,000	Operating Budget	recently increased Other	Debenture Financing 3,175,00 1,649,34 461,80
Funding II 5 % Debente Frant Approv pplication pr ccommadate Year Prior 2007 2008 2009 2010 2011 TOTAL Operating	ure/Reserve, 75 % Pral Recieved in Nover esently under review the RM's grant application of the	nber 2002 - \$ 3,04 by Provincial Tres ication. Federal Grants s:	## Provincial Grants 3,043,147	sts \$100,000 not al Regional Landf Reserves 281,853 600,000	Operating Budget	Other Sources	Debenture Financing 3,175,00 1,649,34 461,80
Year Prior 2007 2008 2009 2010 2011 TOTAL Derating ave operatin Ccountal	ure/Reserve, 75 % Pral Recieved in Nover esently under review the RM's grant application of the	nber 2002 - \$ 3,04 by Provincial Trea ication. Federal Grants - S: eted in years 2007 Ves Holodniuk, Mana	### Provincial Grants 3,043,147	sts \$100,000 not al Regional Landf Reserves 281,853 600,000	Operating Budget	Other Sources	Debenture Financing 3,175,00 1,649,34 461,80
Funding II 5 % Debente Frant Approv pplication pr ccommadate Year Prior 2007 2008 2009 2010 2011 TOTAL Operating lave operatin Accountal Sponsor De Project Lea	ure/Reserve, 75 % Pral Recieved in Nover esently under review the RM's grant application of the	nber 2002 - \$ 3,04 by Provincial Trea ication. Federal Grants - S: eted in years 2007 Ves Holodniuk, Mana	## Provincial Grants 3,043,147	sts \$100,000 not al Regional Landf Reserves 281,853 600,000	Operating Budget	Other Sources	Debenture Financing 3,175,00 1,649,34 461,80

REGIONAL MUNICIPALITY OF WOOD BUFFALO COUNCIL REPORT

To: Mayor and Council

From: Operations and Maintenance

Date: February 27, 2007

Subject: Bylaw No. 07/012 - Debenture Borrowing Bylaw – 2007 Sanitary Sewer Main

Replacement

ISSUE:

Approval of Debenture Bylaw No. 07/012 to borrow \$800,000 for the replacement of sections of the Sanitary Sewer System.

REFERENCE:

- 1. Municipal Government Act Section 251(1)
- 2. 2007 Capital Budget

HISTORY:

This item was approved in the 2007 Capital Budget and requires Debenture Borrowing Bylaw.

ANALYSIS:

On December 12, 2006 Regional Council approved the 2007 Capital Budget. Part of this budget included the 2007 Sanitary Sewer Main Replacement. The Municipal Government Act Section 251(1) requires Regional Council to pass Bylaws approving Debenture Financing for Capital Projects.

ATTACHMENTS:

- 1. Bylaw No. 07/012
- 2. Amortization Schedule
- 3. 2007 Capital Budget Request Sheet

ADMINISTRATIVE RECOMMENDATION:

THAT Bylaw No. 07/012, being a borrowing bylaw for the 2007 Sanitary Sewer Main Replacement, be read a first time.

BEING A BYLAW OF THE REGIONAL MUNICIPALITY OF WOOD BUFFALO TO AUTHORIZE THE COUNCIL OF THE REGIONAL MUNICIPALITY OF WOOD BUFFALO TO INCUR AN INDEBTEDNESS BY THE ISSUANCE OF DEBENTURES IN THE AMOUNT OF EIGHT HUNDRED THOUSAND DOLLARS (\$800,000.00) FOR THE PURPOSE OF THE 2007 SANITARY SEWER MAIN REPLACEMENT.

WHEREAS the Council of the Regional Municipality of Wood Buffalo has decided to issue a bylaw pursuant to Section 258 of the Municipal Government Act to authorize the financing, undertaking and completion of the 2007 Sanitary Sewer Main Replacement;

WHEREAS the Regional Municipality of Wood Buffalo has made plans, specifications and estimates for the project and confirms the total cost of the 2007 Sanitary Sewer Main Replacement is \$800,000.00.

WHEREAS in order to complete the said project, it will be necessary for the Regional Municipality of Wood Buffalo to borrow the sum of \$800,000.00, for a period not to exceed twenty (20) years, from the Alberta Capital Finance Authority or another authorized financial institution, by the issuance of debentures and on the terms and conditions referred in this bylaw.

WHEREAS the principal amount of the outstanding debt of the Regional Municipality of Wood Buffalo at December 31, 2005 is \$56,136,951.00 and no part of the principal or interest is in arrears;

WHEREAS the estimated lifetime of the project financed under this bylaw is equal to, or in excess of twenty (20) years;

AND WHEREAS all required approvals for the project have been obtained and the project is in compliance with all Acts and Regulations of the Province of Alberta;

NOW, THEREFORE, the Council of the Regional Municipality of Wood Buffalo, duly assembled, hereby enacts as follows:

- 1. That for the purpose of the 2007 Sanitary Sewer Main Replacement the sum of EIGHT HUNDRED THOUSAND DOLLARS (\$800,000.00) be borrowed from the Alberta Capital Finance Authority or another authorized financial institution by way of debenture on the credit and security of the Regional Municipality of Wood Buffalo at large, of which amount the full sum of \$800,000.00 is to be paid by the Regional Municipality of Wood Buffalo at large.
- 2. The proper officers of the Municipality are hereby authorized to issue debentures on behalf of the Municipality for the amount and purpose as authorized by this bylaw, namely the 2007 Sanitary Sewer Main Replacement.
- 3. The Municipality shall repay the indebtedness according to the repayment structure in effect,

namely semi-annual or annual equal payments of combined principal and interest installments not to exceed twenty (20) years calculated at a rate not exceeding the interest rate fixed by the Alberta Capital Finance Authority or another authorized financial institution on the date of the borrowing, and not to exceed fourteen (14) percent.

- 4. The Municipality shall levy and raise in each year municipal taxes sufficient to pay the indebtedness.
- 5. The indebtedness shall be contracted on the credit and security of the Municipality.
- 6. The net amount borrowed under the bylaw shall be applied only to the project specified by this bylaw.
- 7. This bylaw shall become effective when it has received third reading and been signed by the Mayor and Chief Legislative Officer.

READ a first time this	day of	, 2007.
READ a second time this	_ day of	, 2007.
READ a third and final time this	day of _	, 2007.
SIGNED and PASSED this	day of	, 2007.
CERTIFIED A TRUE COPY		MAYOR
CHIEF LEGISLATIVE OFFICER		CHIEF LEGISLATIVE OFFICER

2007 Sanitary Sewer Main Replacement

 principal
 \$800,000.00

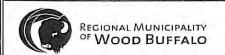
 interest
 6.00%

 term
 20

 payments
 \$69,747.65

year	bal.begin	interest	payment	principal	balance end \$800,000.00
1	\$800,000.00	\$48,000.00	\$69,747.65	\$21,747.65	\$778,252.35
2	\$778,252.35	\$46,695.14	\$69,747.65	\$23,052.50	\$755,199.85
3	\$755,199.85	\$45,311.99	\$69,747.65	\$24,435.65	\$730,764.20
4	\$730,764.20	\$43,845.85	\$69,747.65	\$25,901.79	\$704,862.40
5	\$704,862.40	\$42,291.74	\$69,747.65	\$27,455.90	\$677,406.50
6	\$677,406.50	\$40,644.39	\$69,747.65	\$29,103.26	\$648,303.24
7	\$648,303.24	\$38,898.19	\$69,747.65	\$30,849.45	\$617,453.79
8	\$617,453.79	\$37,047.23	\$69,747.65	\$32,700.42	\$584,753.38
9	\$584,753.38	\$35,085.20	\$69,747.65	\$34,662.44	\$550,090.93
10	\$550,090.93	\$33,005.46	\$69,747.65	\$36,742.19	\$513,348.74
11	\$513,348.74	\$30,800.92	\$69,747.65	\$38,946.72	\$474,402.02
12	\$474,402.02	\$28,464.12	\$69,747.65	\$41,283.52	\$433,118.50
13	\$433,118.50	\$25,987.11	\$69,747.65	\$43,760.54	\$389,357.96
14	\$389,357.96	\$23,361.48	\$69,747.65	\$46,386.17	\$342,971.79
15	\$342,971.79	\$20,578.31	\$69,747.65	\$49,169.34	\$293,802.46
16	\$293,802.46	\$17,628.15	\$69,747.65	\$52,119.50	\$241,682.96
17	\$241,682.96	\$14,500.98	\$69,747.65	\$55,246.67	\$186,436.29
18	\$186,436.29	\$11,186.18	\$69,747.65	\$58,561.47	\$127,874.82
19	\$127,874.82	\$7,672.49	\$69,747.65	\$62,075.16	\$65,799.67
20	\$65,799.67	\$3,947.98	\$69,747.65	\$65,799.67	\$0.00

Interest Debenture Cost Principal Total \$594,952.91 \$1,394,952.91 \$800,000.00



PROJEC'			y Sewer Mair		ent		\$800,000
PROJECT	LOCATION:	Fort McMur	ray	~	ГТу	pe of Cost Estimate	
	R DEPARTMENT:	-	& Maintenance	-	1.50	Detailed (+/-15%	
SPONSO	R DIVISION:	Environmen	t	~	7.79.5	Preliminary (+/-30 Conceptual (+/- 5	70.00
MUNICIPA	AL FUNCTION:	42 - Sanitar	y Sew - Coll/Dispo	sal 🔻	2610	Strategic (+/- 100	
r Pro	ject Timeline ———					-	
	Pre-Desi		Des	V-7	Construction	or Purchase	
	Start (mmm/yy)	Finish (mmm/yy)	Start (mmm/yy)	Finish (mmm/yy)	Start (mmm/yy)	Finish (mmm/yy)	
			Jan-07	Apr-07	Apr-07	Dec-07	
unding l	nformation:				(1.11)		
Year	nformation: Annual Cost	Federal Grants	Provincial Grants	Reserves	Operating Budget	Other Sources	Debenture Financing
	Аппиа			Reserves	Operating Budget		Financing
Year Prior 2007 2008	Annual Cost - 800,000			Reserves	Operating Budget		Financing
Year Prior 2007 2008 2009	Annual Cost -			Reserves	Operating Budget		Financing
Year Prior 2007 2008 2009 2010 2011	Annual Cost - 800,000 - - -			Reserves	Budget		Financing 800,000
Year Prior 2007 2008 2009 2010 2011 TOTAL	Annual Cost - 800,000 - -	Grants -	Grants -		Operating Budget		Financing 800,00
Year Prior 2007 2008 2009 2010 2011 TOTAL perating	Annual Cost - 800,000 800,000	Grants -	Grants -		Budget	Sources	800,000
Year Prior 2007 2008 2009 2010 2011 TOTAL perating ve operatin	Annual Cost 800,000 - 800,000 Budget Impacts: g impacts been budgete bility Roles: epartment: Wes	Grants	Grants -	icable 🔻	Budget	Sources	Financing 800,00
Year Prior 2007 2008 2009 2010 2011 TOTAL Perating ave operatin CCOUntai	Annual Cost - 800,000 - 800,000 800,000 Budget Impacts:	Grants	- 2009? Not appl	icable 🔻	Budget	Sources	800,000 800,000

REGIONAL MUNICIPALITY OF WOOD BUFFALO COUNCIL REPORT

To: Mayor and Council

From: Operations and Maintenance

Date: February 27, 2007

Subject: Bylaw No. 07/013 - Debenture Borrowing Bylaw – 2007 Storm Main

Replacement

ISSUE:

Approval of Debenture Bylaw No. 07/013 to borrow \$800,000 for the replacement of sections of the Storm Sewer System.

REFERENCE:

- 1. Municipal Government Act Section 251(1)
- 2. 2007 Capital Budget

HISTORY:

This item was approved in the 2007 Capital Budget and requires Debenture Borrowing Bylaw.

ANALYSIS:

On December 12, 2006 Regional Council approved the 2007 Capital Budget. Part of this budget included the 2007 Storm Main Replacement. The Municipal Government Act Section 251(1) requires Regional Council to pass Bylaws approving Debenture Financing for Capital Projects.

ATTACHMENTS:

- 1. Bylaw No. 07/013
- 2. Amortization Schedule
- 3. 2007 Capital Budget Request Sheet

ADMINISTRATIVE RECOMMENDATION:

THAT Bylaw No. 07/013, being a borrowing bylaw for the 2007 Storm Main Replacement, be read a first time.

BEING A BYLAW OF THE REGIONAL MUNICIPALITY OF WOOD BUFFALO TO AUTHORIZE THE COUNCIL OF THE REGIONAL MUNICIPALITY OF WOOD BUFFALO TO INCUR AN INDEBTEDNESS BY THE ISSUANCE OF DEBENTURES IN THE AMOUNT OF EIGHT HUNDRED THOUSAND DOLLARS (\$800,000.00) FOR THE PURPOSE OF THE 2007 STORM MAIN REPLACEMENT.

WHEREAS the Council of the Regional Municipality of Wood Buffalo has decided to issue a bylaw pursuant to Section 258 of the Municipal Government Act to authorize the financing, undertaking and completion of the 2007 Storm Main Replacement;

WHEREAS the Regional Municipality of Wood Buffalo has made plans, specifications and estimates for the project and confirms the total cost of the 2007 Storm Main Replacement is \$800,000.00.

WHEREAS in order to complete the said project, it will be necessary for the Regional Municipality of Wood Buffalo to borrow the sum of \$800,000.00, for a period not to exceed fifteen (15) years, from the Alberta Capital Finance Authority or another authorized financial institution, by the issuance of debentures and on the terms and conditions referred in this bylaw.

WHEREAS the principal amount of the outstanding debt of the Regional Municipality of Wood Buffalo at December 31, 2005 is \$56,136,951.00 and no part of the principal or interest is in arrears;

WHEREAS the estimated lifetime of the project financed under this by-law is equal to, or in excess of fifteen (15) years;

AND WHEREAS all required approvals for the project have been obtained and the project is in compliance with all Acts and Regulations of the Province of Alberta;

NOW, THEREFORE, the Council of the Regional Municipality of Wood Buffalo, duly assembled, hereby enacts as follows:

- 1. That for the purpose of the 2007 Storm Main Replacement the sum of EIGHT HUNDRED THOUSAND DOLLARS (\$800,000.00) be borrowed from the Alberta Capital Finance Authority or another authorized financial institution by way of debenture on the credit and security of the Regional Municipality of Wood Buffalo at large, of which amount the full sum of \$800,000.00 is to be paid by the Regional Municipality of Wood Buffalo at large.
- 2. The proper officers of the Municipality are hereby authorized to issue debentures on behalf of the Municipality for the amount and purpose as authorized by this bylaw, namely the 2007 Storm Main Replacement.
- 3. The Municipality shall repay the indebtedness according to the repayment structure in effect, namely semi-annual or annual equal payments of combined principal and interest

installments not to exceed fifteen (15) years calculated at a rate not exceeding the interest rate fixed by the Alberta Capital Finance Authority or another authorized financial institution on the date of the borrowing, and not to exceed fourteen (14) percent.

- 4. The Municipality shall levy and raise in each year municipal taxes sufficient to pay the indebtedness.
- 5. The indebtedness shall be contracted on the credit and security of the Municipality.
- 6. The net amount borrowed under the bylaw shall be applied only to the project specified by this bylaw.
- 7. This bylaw shall become effective when it has received third reading and been signed by the Mayor and Chief Legislative Officer.

READ a first time this	day of	, 2007.	
READ a second time this	_ day of	, 2007	
READ a third and final time this	day of _		, 2007.
SIGNED and PASSED this	day of		, 2007.
CERTIFIED A TRUE COPY		MAYOR	
CHIEF LEGISLATIVE OFFICER		CHIEF LEGISLAT	IVE OFFICER

2007 Storm Main Replacement

principal interest term payments		800,000.00 5.00% 15.00 77,073.83			
year	bal.begin	interest	payment	principal	balance end
					800,000.00
1	800,000.00	40,000.00	77,073.83	37,073.83	762,926.17
2	762,926.17	38,146.31	77,073.83	38,927.52	723,998.65
3	723,998.65	36,199.93	77,073.83	40,873.90	683,124.75
4	683,124.75	34,156.24	77,073.83	42,917.59	640,207.16
5	640,207.16	32,010.36	77,073.83	45,063.47	595,143.69
6	595,143.69	29,757.18	77,073.83	47,316.65	547,827.04
7	547,827.04	27,391.35	77,073.83	49,682.48	498,144.56
8	498,144.56	24,907.23	77,073.83	52,166.60	445,977.96
9	445,977.96	22,298.90	77,073.83	54,774.93	391,203.03
10	391,203.03	19,560.15	77,073.83	57,513.68	333,689.35
11	333,689.35	16,684.47	77,073.83	60,389.36	273,299.99
12	273,299.99	13,665.00	77,073.83	63,408.83	209,891.16
13	209,891.16	10,494.56	77,073.83	66,579.27	143,311.88
14	143,311.88	7,165.59	77,073.83	69,908.24	73,403.65
15	73,403.65	3,670.18	77,073.83	73,403.65	0.00
		356,107.45	1,156,107.45	800,000.00	



PROJECT	TNAME: 20	007 Storm	Main Replace	ment			\$800,000
PROJECT	LOCATION:	Fort McMu	ırray	~	Гту	pe of Cost Estimate	
SPONSOF	R DEPARTMENT:	Operations	s & Maintenance	~		Detailed (+/-15%	1-
	R DIVISION:	Environme		~	100	Preliminary (+/-30	
	AL FUNCTION:				110.300	Conceptual (+/- 5 Strategic (+/- 100	
		37 - Storm	Sew & Drainage	~			,,,,,
L Proj	ject Timeline	. A principle				o de Britada	
	Pre-Desi	gn Finish	Des Start	I gn Finish	Start	or Purchase	
	(mmm/yy)	(mmm/yy)	(mmm/yy)	(mnim/yy)	(mmm/yy)	(mmm/yy)	
1			Jan-07	Mar-07	Apr-07	Dec-07	- 1
Funding li	nformation:						
Year	nformation: Annual Cost	Federal Grants	Provincial Grants	Reserves	Operating Budget	Other Sources	Debenture Financing
Year Prior [Annual Cost			Reserves			Financing
Year	Annual			Reserves			Financing
Year Prior [2007 2008 2009	Annual Cost			Reserves			Financing
Year Prior 2007 2008 2009 2010	Annual Cost			Reserves			
Year Prior 2007 2008 2009	Annual Cost			Reserves			Financing
Year Prior 2007 2008 2009 2010 2011 TOTAL Operating	Annual Cost - 800,000 800,000 Budget Impacts:	Grants	Grants -		Budget	Sources	Financing 800,000
Year Prior 2007 2008 2009 2010 2011 TOTAL	Annual Cost 800,000 800,000 800,000 Budget Impacts: ag impacts been budget bility Roles: epartment: We	Grants - ed in years 200	Grants -	licable 🔻	Budget	Sources	Financing 800,000
Year Prior 2007 2008 2009 2010 2011 TOTAL Operating Accountal Sponsor De	Annual Cost 800,000 800,000 800,000 Budget Impacts: ag impacts been budget bility Roles: epartment: We	Grants - ed in years 200	Grants	licable 🔻	Budget	Sources	800,000 800,000

REGIONAL MUNICIPALITY OF WOOD BUFFALO COUNCIL REPORT

To: Mayor and Council

From: Administration, Operations and Maintenance

Date: February 27, 2007

Subject: Bylaw No. 07/014 - Debenture Borrowing Bylaw – Franklin/Riedel Upgrade and

Rehabilitation

ISSUE:

Approval of Debenture Bylaw No. 07/014 to borrow \$2,000,000 for the upgrade and rehabilitation of Sanitary Sewer Main and Water Main on Franklin Avenue and Riedel Street.

REFERENCE:

1. Municipal Government Act Section 251(1)

2. 2007 Capital Budget

HISTORY:

This item was approved in the 2007 Capital Budget and requires Debenture Borrowing Bylaw. It is a multi-year project commencing in 2007 and completed in 2008.

<u>Year</u>	<u>Debenture</u>
2007	2,000,000
2008	1,537,298

ANALYSIS:

On December 12, 2006 Regional Council approved the 2007 Capital Budget. Part of this budget included the Franklin/Riedel Upgrade Rehabilitation. The Municipal Government Act Section 251(1) requires Regional Council to pass Bylaws approving Debenture Financing for Capital Projects.

ATTACHMENTS:

- 1. Bylaw No. 07/014
- 2. Amortization Schedule
- 3. 2007 Capital Budget Request Sheet

ADMINISTRATIVE RECOMMENDATION:

THAT Bylaw No. 07/014, being a borrowing bylaw for the construction of the 2007 portion of the Franklin/Riedel Upgrade and Rehabilitation, be read a first time.

BEING A BYLAW OF THE REGIONAL MUNICIPALITY OF WOOD BUFFALO TO AUTHORIZE THE COUNCIL OF THE REGIONAL MUNICIPALITY OF WOOD BUFFALO TO INCUR AN INDEBTEDNESS BY THE ISSUANCE OF DEBENTURES IN THE AMOUNT OF THREE MILLION FIVE HUNDRED THIRTY SEVEN THOUSAND TWO HUNDRED NINETY EIGHT DOLLARS (\$3,537,298.00) FOR THE PURPOSE OF THE FRANKLIN/RIEDEL UPGRADE AND REHABILITATION.

WHEREAS the Council of the Regional Municipality of Wood Buffalo has decided to issue a bylaw pursuant to Section 258 of the Municipal Government Act to authorize the financing, undertaking and completion of the Franklin/Riedel Upgrade and Rehabilitation;

WHEREAS the Regional Municipality of Wood Buffalo has made plans, specifications and estimates for the project and confirms the total cost of the Franklin/Riedel Upgrade and Rehabilitation is \$3,537,298.00.

WHEREAS in order to complete the said project, it will be necessary for the Regional Municipality of Wood Buffalo to borrow the sum of \$3,537,298.00, for a period not to exceed ten (10) years, from the Alberta Capital Finance Authority or another authorized financial institution, by the issuance of debentures and on the terms and conditions referred in this bylaw.

WHEREAS the principal amount of the outstanding debt of the Regional Municipality of Wood Buffalo at December 31, 2005 is \$56,136,951.00 and no part of the principal or interest is in arrears;

WHEREAS the estimated lifetime of the project financed under this by-law is equal to, or in excess of ten (10) years;

AND WHEREAS all required approvals for the project have been obtained and the project is in compliance with all Acts and Regulations of the Province of Alberta;

NOW, THEREFORE, the Council of the Regional Municipality of Wood Buffalo, duly assembled, hereby enacts as follows:

- 1. That for the purpose of the Franklin/Riedel Upgrade and Rehabilitation the sum of THREE MILLION FIVE HUNDRED THIRTY SEVEN THOUSAND TWO HUNDRED NINETY EIGHT DOLLARS (\$3,537,298.00) be borrowed from the Alberta Capital Finance Authority or another authorized financial institution by way of debenture on the credit and security of the Regional Municipality of Wood Buffalo at large, of which amount the full sum of \$3,537,298.00 is to be paid by the Regional Municipality of Wood Buffalo at large.
- 2. The proper officers of the Municipality are hereby authorized to issue debentures on behalf of the Municipality for the amount and purpose as authorized by this bylaw, namely the Franklin/Riedel Upgrade and Rehabilitation.

- 3. The Municipality shall repay the indebtedness according to the repayment structure in effect, namely semi-annual or annual equal payments of combined principal and interest installments not to exceed ten (10) years calculated at a rate not exceeding the interest rate fixed by the Alberta Capital Finance Authority or another authorized financial institution on the date of the borrowing, and not to exceed fourteen (14) percent.
- 4. The Municipality shall levy and raise in each year municipal taxes sufficient to pay the indebtedness.
- 5. The indebtedness shall be contracted on the credit and security of the Municipality.
- 6. The net amount borrowed under the bylaw shall be applied only to the project specified by this bylaw.
- 7. This bylaw shall become effective when it has received third reading and been signed by the Mayor and Chief Legislative Officer.

READ a first time this	day of	, 2007.	
READ a second time this	day of	, 2007	
READ a third and final time this _	day of _	,	, 2007.
SIGNED and PASSED this	day of	,	2007.
CERTIFIED A TRUE COPY		MAYOR	
CHIEF LEGISLATIVE OFFICER		CHIEF LEGISLAT	IVE OFFICER

Totals

Franklin/Riedel Upgrade and Rehabilitation

principal interest term payments		3,537,298.00 5.00% 10 458,096.27			
payments		430,030.27			
year	bal.begin	interest	payment	principal	balance end \$3,537,298.00
1	\$3,537,298.00	\$176,864.90	\$458,096.27	\$281,231.37	\$3,256,066.63
2	\$3,256,066.63	\$162,803.33	\$458,096.27	\$295,292.94	\$2,960,773.68
3	\$2,960,773.68	\$148,038.68	\$458,096.27	\$310,057.59	\$2,650,716.09
4	\$2,650,716.09	\$132,535.80	\$458,096.27	\$325,560.47	\$2,325,155.62
5	\$2,325,155.62	\$116,257.78	\$458,096.27	\$341,838.49	\$1,983,317.13
6	\$1,983,317.13	\$99,165.86	\$458,096.27	\$358,930.42	\$1,624,386.71
7	\$1,624,386.71	\$81,219.34	\$458,096.27	\$376,876.94	\$1,247,509.78
8	\$1,247,509.78	\$62,375.49	\$458,096.27	\$395,720.79	\$851,788.99
9	\$851,788.99	\$42,589.45	\$458,096.27	\$415,506.82	\$436,282.17
10	\$436,282.17	\$21,814.11	\$458,096.27	\$436,282.17	\$0.00

Interest \$1,043,664.74 Debenture Cost \$4,580,962.74 Principal \$3,537,298.00



PROJECT	ΓNAME: Fr						
PROJECT	LOCATION:	Fort McMur	ггау	-	ГТуг	pe of Cost Estimate	
SPONSOF	R DEPARTMENT:	Operations	& Maintenance	~	00	Detailed (+/-15%)
					◎ P	Preliminary (+/-3	0%)
	R DIVISION:	Environmen	it	~	1000	Conceptual (+/- 5	3.00
MUNICIPA	AL FUNCTION:	42 - Sanitar	ry Sew - Coll/Dispos	al 🔻	Os	itrategic (+/- 100)%)
r Pro	ject Timeline ———						
	Pre-Desi	gn	Desi	gn	Construction	or Purchase	
	Start	Finish	Start	Finish	Start	Finish	
	(numm/yy)	(mmm/yy)	Jan-07	(mmm/yy) May-07	(mmm/yy) May-07	(mmm/yy) Dec-08	
1			Jan J	Way-07	Ividy or	Dec 55	
main failures rehabilitation Street, to con	Water Main failures are are causing sewer back of these mains are crition inect to the Forcemain a This upgrade also prov	kups resulting in cal. Rehabilitatio at Gordon Avenu	litigation. CCTV and on Plans identify reroue ue with 375mm pipe	alysis of the sanita outing the sanitary . The project inclu	ary main has show main to run under	n numerous proble Franklin Avenue, (ms and down Riedel
Debenture bo	nformation: prowing. To investigate Annual Cost	e over sizing cont Federal Grants	tribution through an Provincial Grants	off-sile levy for ful Reserves	ture development. Operating Budget	Other Sources	Debenture Financing
Prior	Annual Cost	Federal	Provincial	andreas and the state of the second	Operating	Other	Financing
Year Prior 2007	Annual Cost - 2,000,000	Federal	Provincial	andreas and the state of the second	Operating	Other	Financing 2,000,000
Year Prior 2007 2008	Annual Cost	Federal	Provincial	andreas and the state of the second	Operating	Other	Financing
Year Prior 2007 2008 2009	Annual Cost - 2,000,000	Federal	Provincial	andreas and the state of the second	Operating	Other	Financing 2,000,000
Year Prior 2007 2008	Annual Cost - 2,000,000	Federal	Provincial	andreas and the state of the second	Operating	Other	Financing 2,000,000
Year Prior 2007 2008 2009 2010	Annual Cost - 2,000,000	Federal	Provincial	andreas and the state of the second	Operating	Other	Financing 2,000,000
Year Prior 2007 2008 2009 2010 2011 TOTAL Operating Reduced liabi year. (Liability other high prior Have operatin Accountal Sponsor De Project Lead	Annual Cost 2,000,000 1,537,298 - 3,537,298 Budget Impacts: Illities and maintenance of settlements, Sanitary/cority projects. In projects been budgeted bility Roles: In partment: In decorated to in the settlement of the s	Federal Grants requirements for Water Emergent ed in years 2007 s Holodniuk, Managhel Savard, Superir	Provincial Grants The Sanitary Main of the service	Reserves on Franklin Avenuadditional.) Impact	Operating Budget -	Other Sources nance cost estimate will be available for	2,000,000 1,537,298 3,537,298 es - \$12,000 per

REGIONAL MUNICIPALITY OF WOOD BUFFALO COUNCIL REPORT

To: Mayor & Council

From: Operations & Maintenance

Date: February 27, 2007

Subject: Bylaw No. 07/015 - Debenture Borrowing Bylaw – Jubilee Building Hot Water

Distribution System

ISSUE:

Approval of Debenture Bylaw No. 07/015 to borrow \$475,456 for the installation of Hot Water Distribution System in the Jubilee Center Building.

REFERENCE:

- 1. Municipal Government Act Section 251(1)
- 2. 2007 Capital Budget

HISTORY:

This item was approved in the 2007 Capital Budget and requires Debenture Borrowing Bylaw.

ANALYSIS:

On December 12, 2006 Regional Council approved the 2007 Capital Budget. Part of this budget included the Jubilee Building Hot Water Distribution System. The Municipal Government Act Section 251(1) requires Regional Council to pass Bylaws approving Debenture Financing for Capital Projects. Job is jointly being budgeted with Alberta Infrastructure.

ATTACHMENTS:

- 1. Bylaw No. 07/015
- 2. Amortization Schedule
- 3. 2007 Capital Budget Request Sheet

ADMINISTRATIVE RECOMMENDATION:

THAT Bylaw No. 07/015, being a borrowing Bylaw for the installation of the Jubilee Building Hot Water Distribution System, be read a first time.

BEING A BYLAW OF THE REGIONAL MUNICIPALITY OF WOOD BUFFALO TO AUTHORIZE THE COUNCIL OF THE REGIONAL MUNICIPALITY OF WOOD BUFFALO TO INCUR AN INDEBTEDNESS BY THE ISSUANCE OF DEBENTURES IN THE AMOUNT OF FOUR HUNDRED SEVENTY FIVE THOUSAND FOUR HUNDRED FIFTY SIX DOLLARS (\$475,456.00) FOR THE PURPOSE OF THE JUBILEE BUILDING HOT WATER DISTRIBUTION SYSTEM.

WHEREAS the Council of the Regional Municipality of Wood Buffalo has decided to issue a by-law pursuant to Section 258 of the Municipal Government Act to authorize the financing, undertaking and completion of the Jubilee Building Hot Water Distribution System;

WHEREAS the Regional Municipality of Wood Buffalo has made plans, specifications and estimates for the project and confirms the total cost of the Jubilee Building Hot Water Distribution System is \$475,456.00.

WHEREAS in order to complete the said project, it will be necessary for the Regional Municipality of Wood Buffalo to borrow the sum of \$475,456.00, for a period not to exceed five (5) years, from the Alberta Capital Finance Authority or another authorized financial institution, by the issuance of debentures and on the terms and conditions referred in this bylaw.

WHEREAS the principal amount of the outstanding debt of the Regional Municipality of Wood Buffalo at December 31, 2005 is \$56,136,951.00 and no part of the principal or interest is in arrears;

WHEREAS the estimated lifetime of the project financed under this by-law is equal to, or in excess of five (5) years;

AND WHEREAS all required approvals for the project have been obtained and the project is in compliance with all Acts and Regulations of the Province of Alberta;

NOW, THEREFORE, the Council of the Regional Municipality of Wood Buffalo, duly assembled, hereby enacts as follows:

- 1. That for the purpose of the Jubilee Building Hot Water Distribution System the sum of FOUR HUNDRED SEVENTY FIVE THOUSAND FOUR HUNDRED FIFTY SIX DOLLARS (\$475,456.00) be borrowed from the Alberta Capital Finance Authority or another authorized financial institution by way of debenture on the credit and security of the Regional Municipality of Wood Buffalo at large, of which amount the full sum of \$475,456.00 is to be paid by the Regional Municipality of Wood Buffalo at large.
- 2. The proper officers of the Municipality are hereby authorized to issue debentures on behalf of the Municipality for the amount and purpose as authorized by this bylaw, namely the Jubilee Building Hot Water Distribution System.

- 3. The Municipality shall repay the indebtedness according to the repayment structure in effect, namely semi-annual or annual equal payments of combined principal and interest installments not to exceed five (5) years calculated at a rate not exceeding the interest rate fixed by the Alberta Capital Finance Authority or another authorized financial institution on the date of the borrowing, and not to exceed fourteen (14) percent.
- 4. The Municipality shall levy and raise in each year municipal taxes sufficient to pay the indebtedness.
- 5. The indebtedness shall be contracted on the credit and security of the Municipality.
- 6. The net amount borrowed under the bylaw shall be applied only to the project specified by this bylaw.
- 7. This bylaw shall become effective when it has received third reading and been signed by the Mayor and Chief Legislative Officer.

READ A FIRST TIME THIS	DAY OF	· 	, 2007.	
READ A SECOND TIME THIS	DAY ()F	, 2007.	
READ A THIRD AND FINAL TIME	THIS	DAY OF		_, 2007
SIGNED and PASSED this	day of		, 2007.	
CERTIFIED A TRUE COPY		MAYOR		
CHIEF LEGISLATIVE OFFICER		CHIEF LEGISI	ATIVE OFFICE	 R

Jubilee Centre Hot Water Distribution System

principal interest term payments		\$475,456.00 5.00% 5 \$109,818.35			
year	bal.begin	interest	payment	principal	balance end \$475,456.00
1	\$475,456.00	\$23,772.80	\$109,818.35	\$86,045.55	\$389,410.45
2	\$389,410.45	\$19,470.52	\$109,818.35	\$90,347.83	\$299,062.62
3	\$299,062.62	\$14,953.13	\$109,818.35	\$94,865.22	\$204,197.39
4	\$204,197.39	\$10,209.87	\$109,818.35	\$99,608.48	\$104,588.91
5	\$104,588.91	\$5,229.45	\$109,818.35	\$104,588.91	\$0.00
		73,635.77	549,091.77	475,456.00	



PROJECT	T LOCATION:	Fort McMu	rrav	~	$L_{\perp j}$	pe of Cost Estimate	
			& Maintenance	-	0	Detailed (+/-15%	n)
	R DEPARTMENT:				•	Preliminary (+/-3	0%)
	R DIVISION:	Infrastructu	ıre	*	(2)	Conceptual (+/- 5	
/IUNICIP/	AL FUNCTION:	31 - Comm	on Services	~	0:	Strategic (+/- 100	0%)
Γ Pro	oject Timeline					-3	
	Pre-Des	T		sign		n or Purchase	
	Start (mmm/yy)	Finish (mmm/yy)	Start [mmm/yy]	Finish (mmm/yy)	Start (mmm/yy)	Finish (mmm/yy)	
			Jan-07	Mar-07	May-07	Dec-07	
oughout e al of 3 insu	lamp system. Both pipe ach tower. In 2005-06, urance claims have bee it necessary to have tw	7 leaks in the ci	ty tower and in the ith one exceeding !	provincial tower de	eveloped, 4 of which	ch were pin holes th	rough piping. A
	Information: agreement with provin			ion of costs include			
st-sharing Year		ce -50%/50%. C Federal Grants	only municipal porti Provincial Grants	ion of costs include	ed in this capital red Operating Budget	quest. This is a pha Other Sources	ased project. Debenture Financing
st-sharing Year Prior	Annual Cost	Federal	Provincial	~	Operating	Other	Debenture Financing
Year Prior 2007	agreement with proving agreement with a prov	Federal	Provincial	~	Operating	Other	Debenture Financing
Year Prior 2007 2008 2009	Annual Cost	Federal	Provincial	~	Operating	Other	Debenture Financing
Year Prior 2007 2008 2009 2010	Annual Cost	Federal	Provincial	~	Operating	Other	Debenture Financing
Year Prior 2007 2008 2009 2010 2011	Annual	Federal Grants	Provincial	~	Operating	Other	Debenture Financing 475,45
Year Prior 2007 2008 2009 2010 2011 TOTAL Derating	Annual Cost 475,456 - 475,456 - 475,456 Budget Impacts: ag impacts been budge	Federal Grants - ted in years 2007	Provincial Grants Select f	Reserves -	Operating Budget	Other Sources	Debenture

REGIONAL MUNICIPALITY OF WOOD BUFFALO COUNCIL REPORT

To: Mayor and Council

From: Operations & Maintenance

Date: February 27, 2007

Subject: Bylaw No. 07/016 - Debenture Borrowing Bylaw – Jubilee Building Fire Alarm

System

ISSUE:

Approval of Debenture Bylaw No. 07/016 to borrow \$856,064 for the installation of a Fire Alarm System in the Jubilee Center Building.

REFERENCE:

- 1. Municipal Government Act Section 251(1)
- 2. 2007 Capital Budget

HISTORY:

This item was approved in the 2007 Capital Budget and requires Debenture Borrowing Bylaw.

ANALYSIS:

On December 12, 2006 Regional Council approved the 2007 Capital Budget. Part of this budget included the Jubilee Building Fire Alarm System. The Municipal Government Act Section 251(1) requires Regional Council to pass Bylaws approving Debenture Financing for Capital Projects.

ATTACHMENTS:

- 1. Bylaw No. 07/016
- 2. Amortization Schedule
- 3. 2007 Capital Budget Request Sheet

ADMINISTRATIVE RECOMMENDATION:

THAT Bylaw No. 07/016, being a borrowing bylaw for the installation of the Jubilee Building Fire Alarm System, be read a first time.

BEING A BYLAW OF THE REGIONAL MUNICIPALITY OF WOOD BUFFALO TO AUTHORIZE THE COUNCIL OF THE REGIONAL MUNICIPALITY OF WOOD BUFFALO TO INCUR AN INDEBTEDNESS BY THE ISSUANCE OF DEBENTURES IN THE AMOUNT OF EIGHT HUNDRED FIFTY SIX THOUSAND SIXTY FOUR DOLLARS (\$856,064.00) FOR THE PURPOSE OF THE JUBILEE BUILDING FIRE ALARM SYSTEM.

WHEREAS the Council of the Regional Municipality of Wood Buffalo has decided to issue a by-law pursuant to Section 258 of the Municipal Government Act to authorize the financing, undertaking and completion of the Jubilee Building Fire Alarm System;

WHEREAS the Regional Municipality of Wood Buffalo has made plans, specifications and estimates for the project and confirms the total cost of the Jubilee Building Fire Alarm System is \$856,064.00.

WHEREAS in order to complete the said project, it will be necessary for the Regional Municipality of Wood Buffalo to borrow the sum of \$856,064.00, for a period not to exceed five (5) years, from the Alberta Capital Finance Authority or another authorized financial institution, by the issuance of debentures and on the terms and conditions referred in this bylaw.

WHEREAS the principal amount of the outstanding debt of the Regional Municipality of Wood Buffalo at December 31, 2005 is \$56,136,951.00 and no part of the principal or interest is in arrears;

WHEREAS the estimated lifetime of the project financed under this by-law is equal to, or in excess of five (5) years;

AND WHEREAS all required approvals for the project have been obtained and the project is in compliance with all Acts and Regulations of the Province of Alberta;

NOW, THEREFORE, the Council of the Regional Municipality of Wood Buffalo, duly assembled, hereby enacts as follows:

- 1. That for the purpose of the Jubilee Building Fire Alarm System the sum of EIGHT HUNDRED FIFTY SIX THOUSAND SIXTY FOUR DOLLARS (\$856,064.00) be borrowed from the Alberta Capital Finance Authority or another authorized financial institution by way of debenture on the credit and security of the Regional Municipality of Wood Buffalo at large, of which amount the full sum of \$856,064.00 is to be paid by the Regional Municipality of Wood Buffalo at large.
- 2. The proper officers of the Municipality are hereby authorized to issue debentures on behalf of the Municipality for the amount and purpose as authorized by this bylaw, namely the Jubilee Building Fire Alarm System.
- 3. The Municipality shall repay the indebtedness according to the repayment structure in effect, namely semi-annual or annual equal payments of combined principal and interest

installments not to exceed five (5) years calculated at a rate not exceeding the interest rate fixed by the Alberta Capital Finance Authority or another authorized financial institution on the date of the borrowing, and not to exceed fourteen (14) percent.

- 4. The Municipality shall levy and raise in each year municipal taxes sufficient to pay the indebtedness.
- 5. The indebtedness shall be contracted on the credit and security of the Municipality.
- 6. The net amount borrowed under the by-law shall be applied only to the project specified by this bylaw.
- 7. This bylaw shall become effective when it has received third reading and been signed by the Mayor and Chief Legislative Officer.

READ a first time this	day of	, 2007.	
READ a second time this	_ day of	, 2007	
READ a third and final time this	day of _	,	2007.
SIGNED and PASSED this	day of	,	2007.
CERTIFIED A TRUE COPY		MAYOD	
		MAYOR	
CHIEF LEGISLATIVE OFFICER		CHIEF LEGISLAT	IVE OFFICER

Jubilee Centre Fire Alarm System

principal interest term payments		\$856,064.00 5.00% 5 \$197,729.21			
year	bal.begin	interest	payment	principal	balance end \$856,064.00
1	\$856,064.00	\$42,803.20	\$197,729.21	\$154,926.01	\$701,137.99
2	\$701,137.99	\$35,056.90	\$197,729.21	\$162,672.31	\$538,465.68
3	\$538,465.68	\$26,923.28	\$197,729.21	\$170,805.93	\$367,659.75
4	\$367,659.75	\$18,382.99	\$197,729.21	\$179,346.22	\$188,313.53
5	\$188,313.53	\$9,415.68	\$197,729.21	\$188,313.53	\$0.00
		132,582.05	988,646.05	856,064.00	



222 224	5. 2. Sept. 200	F 1 4 4 4			r Ty	pe of Cost Estimate	
	T LOCATION:	Fort McMu			163	Detailed (+/-15%	
SPONSO	R DEPARTMENT:	Operations	s & Maintenance	V		Preliminary (+/-30	
SPONSO	R DIVISION:	Infrastruct	ure	~		Conceptual (+/- 5	
MUNICIP	AL FUNCTION:	31 - Comm	non Services	▼	0.9	Strategic (+/- 100	1%)
Γ Pro	oject Timeline						
	Pre-Desi Start (mmm/yy)	gn Finish (mmm/yy)	Des Slart (mmm/yy)	Finish (mmm/yy)	Construction Start (mmm/yy)	or Purchase Finish (mmm/yy)	
			Jan-07	Feb-07	Mar-07	Dec-07	
ovince is p	Information: planning to upgrade thein cluded in this request.	r fire alarm syste	em in 2007 and proj	jects will be tender	ring jointly. Only th	e costs pertaining t	o the Jubilee
ovince is p	lanning to upgrade their	r fire alarm syste Federal Grants	em in 2007 and proj Provincial Grants	jects will be tender	ring jointly. Only the Operating Budget	e costs pertaining t Other Sources	o the Jubilee Debenture Financing
ovince is p ntre are in Year Prior	olanning to upgrade their cluded in this request. Annual Cost -	Federal	Provincial		Operating	Other	Debenture Financing
vince is pontre are in Year Prior 2007	planning to upgrade their cluded in this request. Annual	Federal	Provincial		Operating	Other	Debenture Financing
ovince is pontre are in Year Prior	olanning to upgrade their cluded in this request. Annual Cost -	Federal	Provincial		Operating	Other	Debenture Financing
Year Prior 2007 2008 2009	Annual Cost - 856,064	Federal	Provincial		Operating	Other	Debenture Financing
Year Prior 2007 2008 2009	Annual Cost - 856,064	Federal	Provincial		Operating	Other	Debenture
Year Prior 2007 2008 2009 2010 2011 TOTAL perating	Annual Cost 856,064 8856,064 Budget Impacts:	Federal Grants	Provincial Grants Not app	Reserves	Operating Budget	Other Sources	Debenture Financing 856,0
Year Prior 2007 2008 2009 2010 2011 TOTAL Derating	Annual Cost 856,064 8856,064 Budget Impacts: Budget Impacts: Budget Impacts:	Federal Grants - ed in years 2007	Provincial Grants Not app	Reserves	Operating Budget	Other Sources	Debenture Financing 856,0

REGIONAL MUNICIPALITY OF WOOD BUFFALO COUNCIL REPORT

To: Mayor & Council

From: Administration, Operations & Maintenance

Date: February 27, 2007

Subject: Bylaw No. 07/017 - Debenture Borrowing Bylaw – Beacon Hill Pump House

Reservoir Roof Replacement

ISSUE:

Approval of Debenture Bylaw No. 07/017 to borrow \$600,000 for the replacement of the Beacon Hill Pump House Reservoir Roof.

REFERENCE:

- 1. Municipal Government Act Section 251(1)
- 2. 2007 Capital Budget

HISTORY:

This item was approved in the 2007 Capital Budget and requires Debenture Borrowing Bylaw.

ANALYSIS:

On December 12, 2006 Regional Council approved the 2007 Capital Budget. Part of this budget included the Beacon Hill Pump House Reservoir Roof Replacement. The Municipal Government Act Section 251(1) requires Regional Council to pass Bylaws approving Debenture Financing for Capital Projects.

ATTACHMENTS:

- 1. Bylaw No. 07/017
- 2. Amortization Schedule
- 3. 2007 Capital Budget Request Sheet

ADMINISTRATIVE RECOMMENDATION:

THAT Bylaw No. 07/017, being a borrowing bylaw to replace the Beacon Hill Pump House Reservoir Roof, be read a first time.

BEING A BYLAW OF THE REGIONAL MUNICIPALITY OF WOOD BUFFALO TO AUTHORIZE THE COUNCIL OF THE REGIONAL MUNICIPALITY OF WOOD BUFFALO TO INCUR AN INDEBTEDNESS BY THE ISSUANCE OF DEBENTURES IN THE AMOUNT OF SIX HUNDRED THOUSAND DOLLARS (\$600,000.00) FOR THE PURPOSE OF THE BEACON HILL PUMP HOUSE RESERVOIR ROOF REPLACEMENT.

WHEREAS the Council of the Regional Municipality of Wood Buffalo has decided to issue a bylaw pursuant to Section 258 of the Municipal Government Act to authorize the financing, undertaking and completion of the Beacon Hill Pump House Reservoir Roof Replacement;

WHEREAS the Regional Municipality of Wood Buffalo has made plans, specifications and estimates for the project and confirms the total cost of the Beacon Hill Pump House Reservoir Roof Replacement is \$600,000.00.

WHEREAS in order to complete the said project, it will be necessary for the Regional Municipality of Wood Buffalo to borrow the sum of \$600,000.00, for a period not to exceed twenty (20) years, from the Alberta Capital Finance Authority or another authorized financial institution, by the issuance of debentures and on the terms and conditions referred in this bylaw.

WHEREAS the principal amount of the outstanding debt of the Regional Municipality of Wood Buffalo at December 31, 2005 is \$56,136,951.00 and no part of the principal or interest is in arrears;

WHEREAS the estimated lifetime of the project financed under this by-law is equal to, or in excess of twenty (20) years;

AND WHEREAS all required approvals for the project have been obtained and the project is in compliance with all Acts and Regulations of the Province of Alberta;

NOW, THEREFORE, the Council of the Regional Municipality of Wood Buffalo, duly assembled, hereby enacts as follows:

- 1. That for the purpose of the Beacon Hill Pump House Reservoir Roof Replacement the sum of SIX HUNDRED THOUSAND DOLLARS (\$600,000.00) be borrowed from the Alberta Capital Finance Authority or another authorized financial institution by way of debenture on the credit and security of the Regional Municipality of Wood Buffalo at large, of which amount the full sum of \$600,000.00 is to be paid by the Regional Municipality of Wood Buffalo at large.
- 2. The proper officers of the Municipality are hereby authorized to issue debentures on behalf of the Municipality for the amount and purpose as authorized by this bylaw, namely the Beacon Hill Pump House Reservoir Roof Replacement.
- 3. The Municipality shall repay the indebtedness according to the repayment structure in effect,

namely semi-annual or annual equal payments of combined principal and interest installments not to exceed twenty (20) years calculated at a rate not exceeding the interest rate fixed by the Alberta Capital Finance Authority or another authorized financial institution on the date of the borrowing, and not to exceed fourteen (14) percent.

- 4. The Municipality shall levy and raise in each year municipal taxes sufficient to pay the indebtedness.
- 5. The indebtedness shall be contracted on the credit and security of the Municipality.
- 6. The net amount borrowed under the bylaw shall be applied only to the project specified by this bylaw.
- 7. This bylaw shall become effective when it has received third reading and been signed by the Mayor and Chief Legislative Officer.

READ a first time this	day of	, 2007.
READ a second time this	_ day of	, 2007.
READ a third and final time this	day of _	, 2007.
SIGNED and PASSED this	day of	, 2007.
CERTIFIED A TRUE COPY		MAYOR
CHIEF LEGISLATIVE OFFICER		CHIEF LEGISLATIVE OFFICER

Beacon Hill Pump House Reservoir Roof Replacement

 Principal
 \$600,000.00

 Interest
 6.00%

 Term
 20

 Payments
 \$52,310.73

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Year	Balance	Interest	Payment	Principal	End Balance
					\$600,000.00
1	\$600,000.00	\$36,000.00	\$52,310.73	\$16,310.73	\$583,689.27
2	\$583,689.27	\$35,021.36	\$52,310.73	\$17,289.38	\$566,399.89
3	\$566,399.89	\$33,983.99	\$52,310.73	\$18,326.74	\$548,073.15
4	\$548,073.15	\$32,884.39	\$52,310.73	\$19,426.35	\$528,646.80
5	\$528,646.80	\$31,718.81	\$52,310.73	\$20,591.93	\$508,054.88
6	\$508,054.88	\$30,483.29	\$52,310.73	\$21,827.44	\$486,227.43
7	\$486,227.43	\$29,173.65	\$52,310.73	\$23,137.09	\$463,090.35
8	\$463,090.35	\$27,785.42	\$52,310.73	\$24,525.31	\$438,565.03
9	\$438,565.03	\$26,313.90	\$52,310.73	\$25,996.83	\$412,568.20
10	\$412,568.20	\$24,754.09	\$52,310.73	\$27,556.64	\$385,011.56
11	\$385,011.56	\$23,100.69	\$52,310.73	\$29,210.04	\$355,801.52
12	\$355,801.52	\$21,348.09	\$52,310.73	\$30,962.64	\$324,838.87
13	\$324,838.87	\$19,490.33	\$52,310.73	\$32,820.40	\$292,018.47
14	\$292,018.47	\$17,521.11	\$52,310.73	\$34,789.63	\$257,228.85
15	\$257,228.85	\$15,433.73	\$52,310.73	\$36,877.00	\$220,351.84
16	\$220,351.84	\$13,221.11	\$52,310.73	\$39,089.62	\$181,262.22
17	\$181,262.22	\$10,875.73	\$52,310.73	\$41,435.00	\$139,827.22
18	\$139,827.22	\$8,389.63	\$52,310.73	\$43,921.10	\$95,906.12
19	\$95,906.12	\$5,754.37	\$52,310.73	\$46,556.37	\$49,349.75
20	\$49,349.75	\$2,960.98	\$52,310.73	\$49,349.75	\$0.00

Total \$446,214.68 \$1,046,214.68 \$600,000.00



		Beacon Hill Roof Replace	Pump House cement	Reservoir			\$600,000
PROJECT	LOCATION:	Fort McMi	ırray	-	ГТу	oe of Cost Estimate	
	R DEPARTMENT:	Operation	s & Maintenance	~		etailed (+/-15%)	Fr. a
	R DIVISION:	Infrastruct	ture	~		reliminary (+/-30	A 4-30
	AL FUNCTION:		r Sup & Distribution	▼		conceptual (+/- 5 trategic (+/- 100	
	ject Timeline ——	71 ***	T Sup & Distribution	18/11	<u></u>		
	Pre-De	esian	Des	ian	Construction	or Purchase	
	Start	Finish	Start	Finish	Start (mmm/yy)	Finish (mmm/yy)	
	(mmm/yy)	(nimm/yy)	(mmm/yy) Apr-07	(mmm/yy) Jun-07	Jun-07	Dec-07	
Replace exitle octable water	on of Project: ng roof over Reserve r contamination. Roo nformation:			roposed product r	oof replacement to	be SBS. Eliminate	e the risk of
Year Prior	Annual Cost	Federal Grants	Provincial Grants	Reserves	Operating Budget	Other Sources	Debenture Financing
				Reserves	Operating Budget		Financing
Prior 2007 2008 2009	Cost -			Reserves	Operating Budget		Financing
Prior 2007 2008 2009 2010	Cost -			Reserves	Operating Budget		
Prior 2007 2008 2009 2010 2011 TOTAL	Cost - 600,000 600,000	Grants		Reserves	Operating Budget		Financing 600,000
Prior 2007 2008 2009 2010 2011 TOTAL Operating dave operatin Accounta Sponsor De	600,000 600,000 600,000 Budget Impact ng impacts been bud bility Roles: epartment:	Grants	7 - 20097 Select fr		Budget	Sources	Financing 600,000
Prior 2007 2008 2009 2010 2011 TOTAL Operating dave operatin Accounta Sponsor De	600,000 600,000 600,000 Budget Impact ng impacts been bud bility Roles: epartment:	Grants s: geted in years 200 Operations & Mainte	7 - 20097 Select fr	om list 🔻	Budget	Sources	Financing 600,000