

SCHEDULE B:

Village of Wabamun Water and Wastewater Matters Bylaws for Repeal

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LIST OF BYLAWS AND RATIONALE FOR REPEAL

1. Village of Wabamun Bylaw No. 03-2008: West Inter-Lake District Commission Authorization Bylaw

Parallel Parkland County Bylaws: None.

Rationale for repeal: This bylaw provides authorization for the Village of Wabamun to become a member of the West Inter-Lake District Commission (WILD). During the transition to Parkland County, the Village of Wabamun's membership in the WILD Commission is included in Parkland County's membership in the WILD Commission. This bylaw is therefore no longer necessary.

Bylaw document: available at [Appendix A](#).

2. Village of Wabamun Bylaw No. 01-2008: Waste Agreement Bylaw

Parallel Parkland County Bylaws: None.

Rationale for repeal: This bylaw relates to an expired agreement with a previous contractor. There is an existing contract with a different contractor and, as such, this bylaw is no longer necessary.

Bylaw document: available at [Appendix B](#).

3. Village of Wabamun Bylaw No. 10-89: Water and Sewer Connections Agreements

Parallel Parkland County Bylaws: None.

Rationale for repeal: This bylaw relates to an expired agreement. Parkland County is now responsible for water and sewer connections in the Hamlet of Wabamun. This bylaw is therefore no longer necessary.

Bylaw document: available at [Appendix C](#).

4. Village of Wabamun Bylaw No. 05-94: Water Treatment Plant Agreement Bylaw

Parallel Parkland County Bylaws: None.

Rationale for repeal: This bylaw relates to a completed, one-time agreement for the design and construction services for a water treatment plant. This bylaw is therefore no longer necessary.

Bylaw document: available at [Appendix D](#).

**APPENDIX A:
WABAMUN BYLAW NO. 03-2008: WEST INTER-LAKE DISTRICT COMMISSION AUTHORIZATION
BYLAW**

**BY-LAW NO. 03-2008
OF THE
VILLAGE OF WABAMUN
IN THE PROVINCE OF ALBERTA**

**A BY-LAW OF THE VILLAGE OF WABAMUN, IN THE PROVINCE OF ALBERTA,
TO AUTHORIZE THE VILLAGE OF WABAMUN TO TAKE THE NECESSARY
ACTION TO BECOME A MEMBER OF THE WEST INTER-LAKE DISTRICT
WATER COMMISSION**

WHEREAS, the Village of Wabamun wishes to become a member of the West Inter-Lake District Water Commission pursuant to Part 15.1 of the Municipal Government Act (R.S.A. 2000, c.M-26 as amended);

NOW THEREFORE, the Council of the Village of Wabamun, in the Province of Alberta, by virtue of the power conferred upon it by the Municipal Government Act, duly assembled enacts as follows:

1. That this By-Law shall be known and may be cited as the "West Inter-Lake District Water Commission Authorization By-Law."
2. That the Council of the Village of Wabamun is hereby authorized to make any necessary Agreements and take the necessary action together with the Council of any other Municipality or Municipalities for the purpose of becoming a member of the West Inter-Lake District Water Commission as per Part 15.1 of the Municipal Government Act.

READ A FIRST TIME IN COUNCIL THIS 15TH DAY OF JANUARY, A.D. 2008.

READ A SECOND TIME IN COUNCIL THIS 15TH DAY OF JANUARY, A.D. 2008.

READ A THIRD TIME IN COUNCIL AND FINALLY PASSED THIS 15TH DAY OF JANUARY, A.D. 2008.

SIGNED by the MAYOR and ADMINISTRATOR this 17th day of JANUARY, 2008.


MAYOR


ADMINISTRATOR

APPENDIX B:
WABAMUN BYLAW NO. 01-2008: WASTE AGREEMENT BYLAW

BY-LAW NO. 01-2008
OF THE
VILLAGE OF WABAMUN
IN THE PROVINCE OF ALBERTA

A BY-LAW OF THE VILLAGE OF WABAMUN TO AUTHORIZE THE ENTERING INTO OF AN AGREEMENT WITH EVER GREEN ECOLOGICAL SERVICES FOR THE COLLECTION, REMOVAL AND DISPOSAL OF WASTE.

WHEREAS, the Village of Wabamun wishes to enter into an agreement with Ever Green Ecological Services for the collection, removal and disposal of waste.

WHEREAS, the Municipal Government Act, S.A. 2000 c.M-26.1, provides that Council may pass a bylaw authorizing the entering into an agreement for the disposal of waste.

NOW THEREFORE, the Council of the Village of Wabamun, in the Province of Alberta duly assembled enacts as follows:

1. That the Mayor and Administrator be authorized on behalf of the Village of Wabamun to enter into an agreement with Ever Green Ecological Services.
2. That a copy of the agreement is attached hereto and marked as "Appendix A" to the By-Law.
3. By-Law #04-97 is hereby repealed.

READ A FIRST TIME IN COUNCIL THIS 15TH DAY OF JANUARY, A.D. 2008.

READ A SECOND TIME IN COUNCIL THIS 15TH DAY OF JANUARY, A.D. 2008.

READ A THIRD TIME IN COUNCIL AND FINALLY PASSED THIS 15TH DAY OF JANUARY, A.D. 2008.

SIGNED by the MAYOR and ADMINISTRATOR this _____ day of _____, 2008.

 MAYOR

 ADMINISTRATOR

APPENDIX C:
WABAMUN BYLAW NO. 10-89: WATER AND SEWER CONNECTIONS AGREEMENTS

BY-LAW NO. 10-89

OF THE

VILLAGE OF WABAMUN

IN THE PROVINCE OF ALBERTA

A BY-LAW TO AUTHORIZE THE ENTERING INTO OF AGREEMENTS WITH CERTAIN PROPERTY OWNERS RESPECTING A SANITARY SEWER MAIN TOGETHER WITH WATER AND SEWER SERVICE CONNECTIONS TO PROPERTY LINES.

WHEREAS, *the Village of Wabamun is the owner and operator of a waterworks distribution system and a sewage collection system, and*

WHEREAS, *the Council of the Village of Wabamun and the owners of the properties involved desire to enter into agreements respecting financial arrangements for the sewage collection extension and water and sewer service collections.*

NOW THEREFORE, *THE COUNCIL OF THE VILLAGE OF WABAMUN, DULY ASSEMBLED, ENACTS AS FOLLOWS:*

a) That the signing officials of the Village of Wabamun are hereby empowered and authorized to execute agreements with the following respecting financial arrangements for a sewage collection extension and water and sewer service connection to the property lines.

Legal Description

Pt. N. E. 11-53-4-5
 Plan 6832 M.C., Block B
 Plan 6832 M.C., Block A
 Plan 1497 N.V., Lot D
 Plan 1497 N.V., Pt. C

Property Owner

Edna Ward
 Marian A. Ivan
 Larry and Marilyn LaCoste
 Edward and Helen Moldenhauer
 Fred and Janice Lindsay

**READ A FIRST TIME IN COUNCIL THIS 4th DAY OF JULY
 A.D. 1989.**

**READ A SECOND TIME IN COUNCIL THIS 4th DAY OF JULY
 A.D. 1989.**

**READ A THIRD TIME IN COUNCIL AND FINALLY PASSED THIS 4th
 DAY OF JULY A.D. 1989.**


 MAYOR


 ADMINISTRATOR

EAP:mai

APPENDIX D:
WABAMUN BYLAW NO. 05-94: WATER TREATMENT PLANT AGREEMENT BYLAW

BY-LAW NO. 05-94

OF THE

VILLAGE OF WABAMUN

IN THE PROVINCE OF ALBERTA

BEING A BY-LAW OF THE VILLAGE OF WABAMUN IN THE PROVINCE OF ALBERTA TO PROVIDE FOR ENTERING INTO AGREEMENT WITH FYN ENGINEERING LTD TO SUPPLY ENGINEERING AND CONSTRUCTION SUPERVISION SERVICES WITH REGARDS TO A NEW WATER TREATMENT PLANT, WATER RESERVOIR AND RAW WATER STORAGE POND.

WHEREAS, under the provision of section 296 of the Municipal Government Act, being Chapter M-26, Revised Statutes of Alberta 1980. as amended, a municipality may construct, erect and maintain in and on any land acquired under this Act all reservoirs, waterworks, gas works or wells and shafts, dams, buildings, machinery or other things requisite for the public utilities authorized under this Act, and for conveying water, gas, electricity, heat or power through it by those lines of pipes, ditches, poles or wires as is from time to time be found necessary or expedient.

NOW THEREFORE, THE COUNCIL OF THE VILLAGE OF WABAMUN; IN THE PROVINCE OF ALBERTA; DULY ASSEMBLED, ENACTS AS FOLLOWS:

1. The Village of Wabamun is hereby authorized to enter into agreement with FYN Engineering Ltd., the terms of which are attached hereto and marked Exhibit "A" to this By-Law.
2. The Mayor and Administrator of the Village of Wabamun are hereby authorized to sign and execute an agreement, the terms of which are set out in Exhibit "A" herebefore referred to.

READ A FIRST TIME IN COUNCIL THIS 7th DAY OF November A.D. 1994.

READ A SECOND TIME IN COUNCIL THIS 7th DAY OF November A.D. 1994.

READ A THIRD TIME IN COUNCIL AND FINALLY PASSED THIS 7th DAY OF November A.D. 1994.


MAYOR


ADMINISTRATOR

:lgb

EXHIBIT "A"

THE STANDARD FORM OF AGREEMENT BETWEEN
CLIENT AND ENGINEERApproved by the Association of Consulting
Engineers of Canada

THIS AGREEMENT

made in duplicate the _____ day
of _____ November _____ in the year Nineteen Hundred and _____ Ninety Four
by and between

The Village of Wabamun, a Municipal Body Incorporated in the
Province of Alberta hereinafter called the "Client",

and

FYN Engineering Ltd.
21115 108 Avenue, Edmonton, Alberta

hereinafter called the "Engineer"

WHEREAS the Client desires that engineering services be rendered for the following project:

Water Treatment Plant, Treated Water Storage Reservoir
and Raw Water Storage Reservoir

NOW THEREFORE, the Client and the Engineer for the considerations, and upon the terms and conditions hereinafter named, agree as follows:

ARTICLE I. BRANCHES OF THE PROJECT:

The Engineer will perform engineering services as outlined in Article II, for the following branches of the project:

Pre-design, detailed design and construction supervision of the following three main components:

1. 1,000,000 litre cast in place concrete treated water storage reservoir, subsurface drainage and interconnecting piping.
2. 17.4 litre per second water treatment plant process equipment, piping, pumps, controls, and necessary building structure.
3. Earthwork, raw water reservoir, underground piping, and site landscaping.

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ARTICLE II. ENGINEERING SERVICES:

The Engineer will perform the following services under this contract:

Category 2 - Pre-design Services

1. Site survey and geotechnical testing
2. Pilot plant analysis of conditions or methods of treatment, analysis of plant/reservoir locations, and similar matters undertaken to establish the sizes, capacities, design parameters, locations, methods of operation and other principal features to form the basis for the detailed design of the project.
3. Preparation and submission of the Pilot testing report and design parameters to Alberta Environment for approval of the process.

Category 3 - Detailed Design Services

(Regardless of treatment process selected)

1. Resolution of detailed problems, equipment selection, major equipment preselection/ordering and development of specification notes
2. Preparation of detailed calculations, design drawings and specifications
3. Preparation of project schedules
4. Preparation of tender packages, invitational tender call
5. Tender evaluation, recommendations and award

Category 4 - Contract Administration and Engineering Review During Construction

1. Administration of the Contract, periodic progress site visits, progress reports
2. Shop drawing review, progress claim review and recommendations
3. Contract document interpretation as required by Contractor or Client
4. Final review of construction and issue of Construction Completion Certificate

Category 5 - Resident Engineering During Construction

1. Survey layout and construction staking
2. Quantity measurement and construction records
3. Site inspections of construction for compliance with the drawings and specifications
4. Resolution of construction problems and communication with the client regarding matters of direct interest or concern

Category 6 - Post Construction Services

1. Commissioning and start-up assistance, operator training and operator software
2. Coordination of the Operation and Maintenance Manuals
3. Preparation of record drawings
4. Determination of deficiencies during the guarantee period and final acceptance at its expiry.

ARTICLE III. FEE:

The Client agrees to pay the Engineer the following fees for furnishing the engineering services described in Article II:

Category 2; Site Survey and Geotechnical Report
 Quoted fee = \$ 3,670 (100% complete)

 Pilot Testing
 Fixed fee = \$ 20,000 (48% complete)

 Pre-design
 Fixed fee = \$ 10,000 (30% complete)

The above noted pilot testing fixed fee includes all subcontract fees as well as any costs incurred for the physical pilot plant setup including connections and equipment.

Fixed fee basis for Categories 3 thru 6 inclusive expressed as a percentage of the final project construction costs. Estimated conceptual project construction costs are \$890,000.00, and Engineering fees for the various categories of service are:

Category 3; 6.7% of the estimated project conceptual
 construction costs to a maximum of \$ 59,630

Category 4; 1.0% of the estimated project conceptual
 construction costs to a maximum of \$ 8,900

Category 5; 2.0% of the estimated project conceptual
 construction costs to a maximum of \$ 17,800

Category 6; 1.5% of the estimated project conceptual
 construction costs to a maximum of \$ 13,350

The total estimated Engineering fees, including subconsultants for this project are ; \$133,350 Plus GST
Fees will be billed monthly based on the percentage complete.

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ARTICLE IV. GENERAL CONDITIONS OF AGREEMENT:

The following provisions, terms and conditions shall apply hereto:

1. Cooperation

The client shall give due consideration to all sketches, drawings, reports, tenders, proposals and other information laid before him by the Engineer and shall give his decisions in such reasonable time as not to delay the work of the Engineer.

Wherever required the Client shall furnish the Engineer with the following information and plans, except where the Engineer is specifically required to furnish same according to his agreement.

(a) All pertinent information which may affect the work to be done, together with a correct survey of the site and existing facilities and utilities. Where existing buildings or works are involved, the Client shall furnish complete and accurate information regarding all construction matters affecting the same.

(b) Prints of building plans and structural plans, drawn to proper scale, "frozen" as to design and suitable for tracing.

(c) Copies of all bids and contracts for the work the Engineer is responsible for and copies of all quotations, all certificates for payment and final accounts in connection with the work, if they do not originate in the Engineer's office.

2. Cost of Work

(a) The "Cost of Work" shall mean the total cost to the Owner of the project of all materials and labour (plus all Contractors' overhead and profit) necessary to complete the work for which the Engineer prepares drawings and specifications or for which he is responsible.

(b) Whenever the Owner furnishes material or equipment, labor, or other service that is incorporated in the work, the fair market value of the materials or equipment as though they were purchased new, and current prices of labor or other service when the work was executed, shall be included in the total cost of the work.

(c) Whenever used material or equipment are furnished by the Owner or the Contractor at the Owner's request, the fair market value of the materials or equipment as though they were purchased new, shall be used to compute the cost of work.

(d) No deduction shall be made from the Engineer's fees on account of any penalties or damages claimed by the Owner from the Contractors, or of other sums withheld from the Contractors.

(e) The cost of the work shall not include professional fees and reimbursements due the Engineer.

3. Payment of Engineers' Fee

(a) Where the fee is on a percentage basis, the fee due for "Planning and Designing" shall be based on the total value of the work for which the Engineer prepared plans and specifications, and of any work for which the Engineer is responsible which might be added after the Contract has been let. The portion of the percentage fee due for "Supervision" shall be based on the cost of the work actually constructed or installed.

(b) Where the fee is on a percentage basis and any part of the Engineering Services is completed but tenders for the work have not been called, and the Engineer's fee is due, his fee shall be determined either upon his estimate of the value of the work, or on a "Time Basis" agreed to by him and the Client. When and if tenders are called and received, or the value of the work is ascertained, his fee shall be adjusted accordingly.

(c) The fees due the Engineer shall not be contingent upon the performance of the work designed by him or upon the outcome of any action before a court of law, arbitration board or the like.

(d) When the work is being performed by Contractors, the fees due the Engineer shall be paid to him whether or not payment is made to or withheld from the contractors.

(e) Unless otherwise agreed, payments for Planning and Designing become due when the various phases thereof are completed. Payments for Supervision shall be made monthly and based on the cost of the construction or installation work done during the month as certified by the Engineer. Unless

otherwise agreed, payments for services performed by the Engineer on a "Time Basis" shall be due at the end of each month during which such services have been rendered. Payments for Special Services and Travelling or other Expenses shall be made during the month following that in which the services were rendered or in which the expenses were incurred.

4. Compensation for Change in Plans, Etc.

If, after the drawings and specifications for any part of the work are completed in accordance with the Client's previous decisions, or with "frozen" Architectural or Engineering plans, it should become necessary for the Engineer to redraw the plans or to make revisions for reasons over which he has no control, or if the Engineer is put to labor and expense by the delinquency or insolvency of the Client or a Contractor or Sub-Contractor, or as a result of suspension of work or damage to the work in progress by fire or otherwise, the Engineer shall be equitably paid for such extra work on a "Time Basis", plus any out of pocket expenses. In any such case, the situation shall be called to the attention of the Client prior to starting the additional work and separate cost records shall be kept by the Engineer.

5. Abandonment or Suspension

If the project or any part thereof is abandoned at any stage or if any stage of the Engineer's work is unduly delayed for reasons beyond his control, or if the contracts for the construction and installation of the work are not awarded within 60 days after the completion of the drawings and specifications the Engineer shall be entitled to payment for "Planning and Designing" as called for in his agreement and in the manner as prescribed in Item 3 above.

6. Special Services

(a) Should the Engineer be authorized to do additional work over and above that contemplated in this agreement, such as quantity surveys detailed cost estimates involving labor and material costs, checking and approval of Contractor's expenditures and costs when contracts are not on a fixed sum basis, investigations and reports on special systems or apparatus which are not included in the work, special shop, mill, laboratory or field testing and inspecting of materials, topographic surveys or any other work that does not directly relate to the preparation of plans and specifications and supervision of the work, he shall be additionally compensated.

(b) The Client shall reimburse the Engineer for all permit and examination fees laid out by him.

(c) If particular problems arise which the Engineer considers will require engaging a specialist, the specialist's fee and out of pocket expenses shall be paid by the Client, provided the Client has authorized his engagement.

(d) Nothing in any agreement between Client and Engineer shall be construed to obligate the Engineer to prepare for or appear in litigation on behalf of the Client, unless the Engineer is equitably compensated for such services on a "Time Basis".

7. Travelling and Out of Pocket Expenses

Unless otherwise agreed upon, the Client shall reimburse the Engineer for the cost of any travelling and living expenses incurred by the Engineer or his assistants for inspections or visits to the site or for visits to any plant where he may have been required to investigate or inspect equipment, provided the site is not within the limits of the city in which the Engineer's office is located together with the cost of any long distance telephone messages, telegrams, etc., required by the work.

8. Plans and Specifications

If this agreement is on a percentage fee basis the Engineer shall furnish free up to ten sets of blueprints of the final drawings and ten copies of specifications. Prints needed for the proper planning of the work shall be exchanged between the Engineer and Client on a free reciprocal basis. All original drawings, specifications, construction data, and documents are the property of the Engineer. The Client is entitled to a copy of the plans and specifications for record purposes only, and he shall not use or permit the use of any of these for the construction of another project without obtaining the consent of and remunerating the Engineer for the use of said plans and specifications.

9. Constructional Emergencies

In the event of any constructional emergency arising which in the opinion of the Engineer, requires immediate action in the Client's interests, the Engineer shall have authority to issue such orders on behalf of and at the expense of the Client as he may deem necessary or expedient.

10. Variations in Design

The Engineer is empowered to make such deviations, alterations, additions and omissions in carrying out the work as he may reasonably consider desirable in the Client's interests, provided that no additions to the costs of the contract or order are caused thereby, and no additional change is made in the design of the work.

11. Resident Engineer or Field Representative

The services of a resident engineer or field representative on the job, who would devote substantially all of his work time to the project, will not be furnished by the Engineer unless specifically agreed upon.

12. Confidential Data

In cases where the Engineer renders services to manufacturing industrial or similar types of plants, he shall not divulge any confidential data or information communicated to him regarding equipment, process or the like. The Engineer shall obtain the approval of the Client before using any of such data or information on a similar project.

13. Arbitration

All matters in dispute under this Agreement shall be submitted to arbitration at the instance of either party.

No one shall be nominated or act as arbitrator who in any way financially interested in the conduct of the work in the business affairs of either party.

The award of the arbitrator or arbitrators shall be final binding upon the Parties and this agreement to submit arbitration is to be construed as an integral part of Agreement.

ARTICLE V. SUCCESSORS AND ASSIGNMENT

(a) This Agreement shall inure to the benefit of and binding upon the Parties hereto, and except as hereinafter otherwise provided, their executors, administrators, successors and assigns.

(b) If the Engineer party hereto is an individual and he or becomes incapacitated before his services hereunder have been completed, this Agreement shall be deemed cancelled of the date of his death or incapacity, and the Client shall for the services rendered and disbursements made to the date of cancellation.

(c) If a Party to this Agreement who is an individual should desire to bring in a partner or partners, or if a Party who is a partnership should desire to bring in a new partner or partners to share the benefit and burden of this Agreement, he or they may do so and he or they will promptly notify the other party of such action.

(d) Except as aforesaid neither party may assign this Agreement without the consent in writing of the other.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement.

Witness:

..... }
 }
 }
 }

St. Stephen
[Signature]
[Signature]

Client.

Engineer.