



COURT FILE NUMBER 1903-04121
COURT COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE EDMONTON

IN THE MATTER OF THE TRUSTEE ACT, RSA 2000,
C T-8 SECTIONS 43 AND 46

APPLICANTS WESTPOINT INVESTMENT TRUST BY ITS TRUSTEE
MUNIR VIRANI AND MARNIE KIEL

RESPONDENTS WESTPOINT CAPITAL CORPORATION, WESTPOINT
CAPITAL MANAGEMENT CORPORATION, WESTPOINT
CPAITAL SERVICES CORPORATION, WESTPOINT
SYNDICATED MORTGAGE CORPORATION, CANADIAN
PROPERTY DIRECTI CORPORATION, WESTPOINT
MASTER LIMITED PARTNERSHIP, RIVER'S CROSSING
LTD., 1897849 ALBERTA LTD., 1780384 ALBERTA
LTD., 1897837 ALBERTA LTD.

DOCUMENT THIRD REPORT TO THE COURT OF BDO CANADA
LIMITED IN ITS CAPACITY AS JUDICIAL TRUSTEE OF
WESTPOINT INVESTMENT TRUST

DATED JANUARY 6, 2023

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List of Exhibits

1. Claim Process Court Order, dated September 2, 2022
2. Notice to Creditors to Prove Claim
3. Newspaper ads ran on September 12 and 13, 2022
4. Judicial Trustee's Statement of Receipts and Disbursements for the period March 8, 2019, to December 31, 2022
5. The City of Spruce Grove claim
6. Supplemental Affidavit of Robin Pedlar, dated October 27, 2022
7. Notice of Disallowance to the City of Spruce Grove
8. Notice of Objection of the City of Spruce Grove to the Notice of Disallowance of the Trustee
9. Flow Charts illustrating the transaction resulting from the Arrangement Agreement

Introduction

1. As described in the First Report filed on April 2, 2019, on March 8, 2019, the Court of Queen’s Bench of Alberta (the “**Court**”) granted an Order (the “**Judicial Trustee Order**”) appointing BDO Canada Limited as a Judicial Trustee (“**BDO**” or the “**Trustee**”) pursuant to an application made on behalf of Westpoint Investment Trust (“**WIT**” or the “**Trust**”) by Munir Virani and Marnie Kiel (the “**Former Trustees**”).
2. In addition to the above Order, the Court also granted an Interim Receiver Order (the “**Interim Receiver Order**”) appointing BDO as Interim Receiver of Westpoint Capital Corporation (“**WCC**”), Westpoint Capital Management Corporation (“**WCMC**”), Westpoint Capital Services Corporation (“**WCSC**”), Westpoint Syndicated Mortgage Corporation (“**WSMC**”), Canadian Property Direct Corporation (“**CPDC**”), Westpoint Master Limited Partnership (“**WMLP**”), River’s Crossing Ltd. (“**RCL**”), 1897849 Alberta, Ltd. (“**1897849**”), 1780384 Alberta Ltd. (“**178 AB**”), 1897837 Alberta Ltd. (“**1897837**”), (collectively the “**Companies**”).
3. On April 10, 2019, the Court granted an Order (the “**Receivership Order**”) appointing BDO Canada Limited as Receiver (“**BDO**” or the “**Receiver**”) of the companies referred to in the previous paragraph, and on May 30, 2019, the Court granted a further Order, amending the Receivership Order to add The Village at Paldi Ent. Ltd. (“**Paldi**”) as a party in receivership (the companies in receivership are collectively referred to as the “**Companies**”).
4. The purpose of this report (the “**Third Report**”) is to provide this Honourable Court with:
 - a. A summary of the Judicial Trustee’s activities since the Second Report;
 - b. A Statement of Receipts and Disbursements for the period March 8, 2019, to December 31, 2022; and
 - c. Information regarding the claim filed by the City of Spruce Grove.

Limitation of Report

5. The information contained in the Trustee's Third Report has been obtained from the records of the Company, publicly available information including an Affidavit sworn by Munir Virani on February 25, 2019, which was filed in these proceedings on February 26, 2019, (the "Virani Affidavit"), and/or based upon discussions with and representations made by the Company's management and other professional advisors retained in this matter. The information was not audited nor otherwise verified by the Trustee as to its accuracy or completeness, nor has it necessarily been prepared in accordance with generally accepted accounting principles, and the reader is cautioned that this report may not disclose all significant matters about the Company. Accordingly, we do not express an opinion or any other form of assurance on the information presented herein. The Trustee may refine or alter its observations as further information is obtained or is brought to its attention after the date of this Third Report.
6. The Trustee assumes no responsibility or liability for any loss or damage occasioned by any party because of circulation, publication, reproduction, or use of the Trustee's Third Report. Any use that any party makes of this Third Report or reliance on or decisions to be made based on its responsibility of such party.
7. A copy of the Trustee's Third Report and other relevant documents in the receivership proceedings are available on the Receiver's website at <http://www.extranets.bdo.ca/WestpointInvestmentTrust>

Background

8. Included as part of the Interim Receiver's First Report was background information that is important to this Third Report. The background information is repeated below.
9. Westpoint Investment Trust was established by way of a Declaration of Trust dated June 1, 2015 (a copy is attached as Exhibit "A" to the Virani Affidavit). The Declaration of Trust was amended and restated by an agreement on September

- 3, 2015 and made effective June 30, 2015. The Trust is a mutual fund trust with the purpose of investing in mortgage and real estate assets (a copy is attached as Exhibit "B" to the Virani Affidavit).
10. Prior to WIT being established, the assets of the Trust were part of two (2) Mortgage Investment Corporations, Westpoint Capital Performance Mortgage Investment Corporation ("PMIC") and Westpoint Capital High Yield Mortgage Investment Corporation ("HMIC") (the "MICs"). The MICs held assets in British Columbia and Alberta, primarily mortgages.
 11. To further complicate matters, PMIC was the limited partner of Westpoint Capital Performance Limited Partnership ("PMIC LP"), and Westpoint Capital Performance GP Ltd. was the general partner of PMIC LP.
 12. WCC provided mortgage administration, capital raising and mortgage brokerage services to the MICs. Another corporation, WCSC, provided business support services, staffing and office space to the MICs.
 13. The Trust, WCC and the MICs entered into an Arrangement Agreement (a copy is attached as Exhibit "C" to the Virani Affidavit) whereby:
 - a. The MIC's affairs were rearranged; and
 - b. The MIC's assets were consolidated into the Trust by way of MIC shareholders exchanging their shares in exchange for units of the Trust (the "Arrangement").
 14. The reason expressed by Virani in the Virani Affidavit for the Arrangement was that there were income tax concerns arising from the MICs' interest in real estate assets because of foreclosure actions, and the complexity of the reorganization found in the Arrangement Agreement was largely driven by income tax and securities law considerations. Investors in the MICs received information circulars in support of the Arrangement.
 15. On July 14, 2015, the Arrangement was approved by way of a Court Order granted by this Honourable Court.

16. Later in this report, the transactions set out in the Arrangement Agreement will be outlined to facilitate tracing of the liability relating to the Letter of Credit at issue in the Spruce Grove Claim.
17. Section 2.5 of the Declaration of Trust states that:
“The Trust is an unincorporated open-ended, limited purpose mutual fund trust established for the purposes specified in Section 4.1.”
18. Section 4.1 of the Declaration of Trust provides that:
“[t]he Trust is a limited purpose trust, and its operations and activities shall be investing its funds subject to the provisions of this Article 4 and subject to such investment guidelines and restrictions as the Trustees may establish or amend from time to time....”
19. Section 4.2 provides that:
“The Trust’s primary investment objective is to acquire, invest and reinvest, directly or indirectly through subsidiaries, in Trust Assets and to earn investment income either directly from such Trust Assets or indirectly through its ownership of such subsidiaries. The Trust may enter into joint ventures, partnerships, syndication agreements or other arrangements with third parties to facilitate such investment objectives.”
20. “Trust Assets” is defined broadly to include:
“...the monies, receivables, loans, real properties and other assets as are at such time held, directly or indirectly, by the Trust or by the Trustees on behalf of the Trust, including (i) the Initial Contribution; (ii) all Subscription Funds; (iii) shares of Westpoint Management Corporation; (iv) Master LP Units and units of any other Westpoint LP held by Master LP; (v) any Permitted Investments held from time to time, including mortgage assets, real property and tax lien certificates; (vi) any proceeds of disposition of any of the foregoing property; and (vii) all income, dividends, distributions, interest, profit, return of capital, gains and accretions and all substituted assets, rights and benefits of any kind or nature whatsoever arising directly or indirectly from or in connection with or accruing to such foregoing property or such proceeds of disposition, including, for certainty, all assets that may be acquired from time to time, directly or indirectly, by Master LP;”
21. WIT holds a beneficial interest in assets which comprised mostly of mortgages and some real estate holdings, which were held by various Companies in trust for WIT.

22. The foregoing is intended as a very brief overview. More detail of the foregoing is contained in the Munir Affidavit filed in these proceedings, a copy of which can be found on the website established by BDO as set out above.

Trustee's Activities Since the Second Report

23. The Trustee has taken the following actions since its Second Report:

- a) On September 6, 2022, the Trustee sent to all known creditors of WIT, notice of the claim procedure established by this Honourable Court pursuant to an Order granted September 2, 2022. Attached as **Exhibit 1** is a copy of the Claim Process Order. Attached as **Exhibit 2** is a copy of the Notice to Creditors issued by the Trustee;
- b) On September 12, 2022, the Trustee ran ads in the Edmonton Journal and the Vancouver Sun. On September 13, 2022, the Trustee ran an ad in the Globe and Mail regarding the claims process. Attached as **Exhibit 3** are copies of the ads ran in each newspaper;
- c) The Trustee received a total of two (2) external claims. Both claims were known to the Trustee before the claims process was undertaken, and no new claims from creditors were received;
- d) Based on a review of each claim, the Receiver admitted one (1) claim, and disallowed one (1) claim;
- e) The Trustee received approximately 21 claims from investors of WIT. Based on the Claims Process Order, the Trustee did not take any further steps with the investor's claims;
- f) On November 3, 2022, the Trustee sent a notice of disallowance to the City of Spruce Grove for its claim. The Notice of disallowance is discussed further below;
- g) The Trustee dealt with various investor inquiries regarding the updated contact information; and

- h) Uploaded documents to the following website for public viewing:
<http://www.extranets.bdo.ca/Westpoint Investment Trust>.

Receiver's Statement of Receipts and Disbursements

24. Attached as **Exhibit 4** is a copy of the Trustee's Statement of Receipts and Disbursements for WIT. As of December 31, 2022, the Receiver has approximately \$4.4 million in trust.

City of Spruce Grove Claim

25. On October 4, 2022, the City of Spruce Grove, through its legal counsel Kennedy Agrios Oshry Law ("KAOL"), filed a claim for \$704,668 ("**Spruce Grove Claim**"). Attached as **Exhibit 5** is a copy of the Spruce Grove Claim.
26. The Affidavit of Robin Pedlar (the "**Pedlar Affidavit**") provides key information on where the claim comes from, as well as provides support for the amount.
27. Paragraph 2 of the Pedlar Affidavit states:

"On August 8, 2014, Westpoint Capital Performance Mortgage Investment Corporation ("PMIC") issued an irrevocable letter of credit to Spruce Grove in the amount of \$1,155,378 (the "LOC") at the request of its client, 1831575 Alberta Ltd. (the "Developer") in relation to a development project known as Spruce Grove Ridge Gardens - Stages 3 (the "Project")."

28. The LOC expressly states that it would be automatically extended, without amendment, from year to year unless, at least 30 days prior to any expiration date, we notify the Municipality in writing by registered mail that we elect not to consider this Letter of Credit to be renewable for any additional period.
29. The Pedlar Affidavit goes on to indicate that the City of Spruce Grove was not aware of PMIC taking steps to rearrange their corporate affairs.
30. Paragraph 8 of the Pedlar Affidavit states:

"Article 2.1 of the Articles of Arrangements states, in part, that Westpoint Investment Trust ("WIT") "will, directly or indirectly, assume all the obligation of HMIC and PMIC." As Spruce Grove was never given notice of non-renewal in the form required by the LOC (or in any form) the LOC

continued to be automatically renewed and constituted an obligation of PMIC which was to be assumed by WIT under the Articles of Arrangements.”

31. The Pedlar Affidavit indicates that the City of Spruce Grove was not made aware of articles of arrangements nor the Order of Madam Justice Viet until 2018.
32. The Trustee reviewed the Spruce Grove Claim and was unable to determine how the amount was calculated. On October 28, 2022, the Trustee obtained an additional affidavit to support the amount of the claim. Attached as **Exhibit 6** is the Supplemental Affidavit of Robin Pedlar.
33. As indicated above, on November 3, 2022, the Trustee issued its notice of disallowance for the following reasons:
 - a) That the claim was statute barred due to the two (2) year limitation period being exceeded; and
 - b) That the liability represented by the Letter of Credit was not assumed by WIT but by WCMC. The reference to section 2.1 of the Arrangement Agreement by the City of Spruce Grove as the basis for the claim is insufficient to support the claim because, by its own terms, section 2.1 " ... is only intended to be a general statement of the purpose of the Arrangement and is qualified in its entirety by the specific provisions of the Arrangement, and the specific provisions do not result in the assumption by WIT of the PMIC liability.

Attached as **Exhibit 7** is a copy of the Notice of Disallowance.

34. On November 18, 2022, KAOL sent a Notice of Objection of the City of Spruce Grove to the Notice of Disallowance of the Trustee. Attached as **Exhibit 8** is a copy of the Notice of Objection.
35. The Trustee is advised by its legal counsel that the first basis of the reasons for disallowance are not supported by decided Court decisions on the issue, and accordingly, is withdrawn by the Judicial Trustee and will not be referred to further.

Arrangement Agreement

36. The transactions contemplated by the Arrangement Agreement are complex, but it is necessary to review the transactions in order to determine where the liability occasioned by the Letter of Credit underlying the Spruce Grove Claim ended up.
37. On August 14, 2014, a letter of credit entitled “Irrevocable Letter of Credit” and identified as Standby Letter of Credit No. 1246 was issued by Westpoint Capital Performance Mortgage Investment Corporation (previously defined herein as “PMIC”) in favour of the City of Spruce Grove in regard to a borrower, 1831575 Alberta Ltd., in the face amount of \$1,175,378.
38. As previously indicated, the Arrangement Agreement, made effective the 4th day of June, 2015 was entered into by Westpoint Capital Performance Mortgage Investment Corporation, Westpoint Capital Performance GP Ltd., Westpoint Capital Performance Limited Partnership, Westpoint Capital High Yield Mortgage Investment Corporation, Westpoint Capital High Yield GP Ltd., Westpoint Capital High Yield Limited Partnership, Westpoint Investment Trust and Westpoint Capital Corporation and was approved by an Order of the Court of Queen’s Bench issued July 14, 2015.
39. The Arrangement contemplated a complex 15 step transaction, which is simplified and outlined in the Virani Affidavit, paragraph 17.
40. It is necessary to go through the transaction steps to determine where the PMIC obligations ended up. To assist the Court, a series of flowcharts which graphically illustrate the transaction steps are attached as **Exhibit 8**.
41. As a starting point, the City of Spruce Grove relies on Article 2.1 of the Articles of Arrangement to support their claim, which reads as follows:
“2.1 The following is only intended to be a general statement of the purpose of the Arrangement and is qualified in its entirety by the specific provisions of the Arrangement:
The purpose of the Arrangement is to effect a reorganization and restructuring of the corporate structures of HMIC and PMIC into a

single unit trust structure in order to provide for greater operational efficiency, eliminate certain investment restrictions and provide greater capitalization synergies between mortgage investment and direct real estate investment. The Arrangement will result in the consolidation of the assets of HMIC and PMIC into a single unit trust to which the Shareholders will sell their Shares in HMIC and PMIC in exchange for units of the Trust having substantially similar rights and restrictions as were associated with the Shares. Upon completion of the Arrangement, the Trust will own, directly or indirectly, the same assets that HMIC and PMIC collectively owned immediately prior to the effective time of the Arrangement and the Trust will, directly or indirectly, assume all of the obligations of HMIC and PMIC, which will be amalgamated and wound up, respectively."

[Emphasis added]

42. The reference to "Trust" is WIT. The steps are set out in Article 3.1 of the Articles of Arrangement, and are summarized as follows:

- a) Sale of Common Shares of HMIC and PMIC by Common Shareholders to WCC (Article 3.1 (b));
- b) Sale of Preferred Shares of HMIC and PMIC by Preferred Shareholders to WIT in exchange for Class A and Class B Trust Units of WIT (Article 3.1 (c));
- c) Transfer of Preferred Shares of PMIC and HMIC by WIT to WCMC in exchange for a promissory note and 99,800 Class B nonvoting shares of WCMC (Article 3.1 (d));
- d) Transfer to to HMIC LP of all beneficial and equitable title and interest in the real estate assets of PMIC LP and in consideration therefor, all liabilities of PMIC LP relating to the PMIC LP Assets were assumed by HMIC LP and units of HMIC LP were issued to PMIC LP, having a value equal to the difference between the fair market value of the PMIC LP Liabilities and the PMIC LP Assets (Article 3.1 (e));
- e) Transfer of PMIC Common Shares and PMIC GP Shares by WCC to WCMC (Article 3.1 (f));

- f) Each of the individuals previously holding HMIC Common Shares and PMIC Common Shares were issued Class C Trust Units in WIT (Article 3.1 (d));
- g) Transfer of PMIC Preferred Shares and PMIC GP Common Shares by WCMC to HMIC in exchange for fully paid and non-assessable Class C HMIC Shares (Article 3.1 (h));
- h) All assets of PMIC GP were transferred to HMIC, all liabilities of PMIC GP were assumed by HMIC, and PMIC GP was wound up and dissolved into HMIC (Article 3.1 (i));
- i) HMIC assumed all of the remaining liabilities of PMIC LP and as consideration therefor, HMIC increased its general partner capital account in PMIC LP by an amount equal to the fair market value of the PMIC LP Remaining Liabilities assumed (Article 3.1 (k));
- j) All assets of PMIC were transferred to HMIC, all liabilities of PMIC were assumed by HMIC, and PMIC was wound up and dissolved into HMIC (Article 3.1 (l));
- k) PMIC LP was dissolved and all equitable title and interest in the remaining assets of PMIC LP were transferred, assigned, and conveyed to HMIC (Article 3.1 (m));
- l) All beneficial and equitable title and interest in the mortgage assets of HMIC were transferred, assigned and conveyed to Westpoint Mortgage Limited Partnership (“MLP”) and as consideration therefor, all liabilities of HMIC in respect of the HMIC Mortgage Assets were assumed by MLP and fully paid and non-assessable limited partnership units of MLP were issued to HMIC having a fair market value equal to the difference between the fair market value of the HMIC Mortgage Assets and the HMIC Mortgage Liabilities (Article 3.1 (n));
- m) WCC sold its 100 Class “A” HMIC GP Common Shares to WCMC (Article 3.1 (o));

n) All MLP LP Units and HMIC LP units owned by HMIC were transferred from HMIC to Westpoint Master Limited Partnership (“**Master LP**”) Article 3.1 (p)); and

o) MLP GP, HMIC GP and HMIC were amalgamated into WCMC.

43. As part of the restructuring, PMIC was wound up into HMIC and HMIC was amalgamated with WCMC, so WCMC is the combination of the PMIC and HMIC predecessor entities.

44. As a result of the foregoing, the liability resulting from the letter of credit issued by PMIC currently resides with WCMC and not WIT as alleged by the City of Spruce Grove.

Pay Creditors based on the claims

45. To make a distribution to the investors, the Trustee first must make payment to the proven creditors. The Trustee will be seeking an Order directing the payment of the proven creditors of WIT.

Residual Funds to be Paid to Investors

46. Once the claims of creditors have been addressed, the remaining funds will be distributed to the Investors.

Intended Course of Action

47. If the Trustee's recommendations are approved, the Trustee's intended course of action thereafter is as follows:

- a. Proceed with the payment of creditor(s) claims;
- b. Proceed with payment to the investors in a manner based upon the direction of this honourable court; and
- c. Complete the administration of the Judicial Trustee, leading to an application for discharge.

Dated at Edmonton, Alberta this 6th day of January 2022.
BDO CANADA LIMITED, solely in its
Capacity as Court Appointed Judicial Trustee Of
Westpoint Investment Trust and
not in its personal Capacity



Per: _____

David Lewis, CPA, CIRP, LIT
Senior Vice-President

EXHIBIT 1

**To the Judicial Trustee's Third Report to Court
Dated January 6, 2023**

CERTIFIED *E. Wheaton*
by the Court Clerk as a true copy of the
document digitally filed on Sep 2, 2022

COURT FILE NUMBER

1903-04121

COURT

COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE

EDMONTON

**IN THE MATTER OF THE TRUSTEE ACT, RSA 2000
C T-8 SECTIONS 43 AND 46**



APPLICANTS

**WESTPOINT INVESTMENT TRUST BY TRUSTEE
MUNIR VIRANI AND MARNIE KIEL**

RESPONDENTS

**WESTPOINT CAPITAL CORPORATION, WESTPOINT
CAPITAL MANAGEMENT CORPORATION,
WESTPOINT CAPITAL SERVICES CORPORATION,
WESTPOINT SYNDICATED MORTGAGE
CORPORATION, CANADIAN PROPERTY DIRECT
CORPORATION, WESTPOINT MASTER LIMITED
PARTNERSHIP, RIVER'S CROSSING LTD., 1897869
ALBERTA LTD., 1780384 ALBERTA LTD., 1897837
ALBERTA LTD. and THE VILLAGE AT PALDI ENT.
LTD.**

**DOCUMENT
ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
PARTY FILING THIS DOCUMENT**

CLAIMS PROCESS ORDER

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Lawyer's Name: Terrence Warner
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File No.: 240413.1**

DATE ON WHICH ORDER WAS PRONOUNCED: September 2, 2022

PLACE WHERE ORDER WAS PRONOUNCED: Edmonton, Alberta

NAME OF JUSTICE WHO MADE THIS ORDER: ACJ K. Nielsen

ORDER

UPON the application of BDO Canada Limited in its capacity as the Judicial Trustee (the "Trustee") of Westpoint Investment Trust ("WIT"); AND UPON reviewing the Judicial Trustee Order issued March 8, 2019 and the Receivership Order issued April 10, 2019 (the "Receivership Order"); AND Upon being advised that the entire service list was served with notice of the Application in this matter; AND Upon reviewing the Second Report of the Trustee to the Court; AND UPON HEARING the submissions of counsel for the Trustee;

IT IS HEREBY ORDERED AND DECLARED THAT:

1. A process for submitting and establishing Claims of Creditors, as such are defined herein, as against WIT, shall be established in accordance with the terms of this Order. Notwithstanding anything herein to the contrary, this Order applies only to Claims of

Creditors as against WIT, and the definition of "Claim" herein applies exclusively to Claims against WIT, and excludes any claims of any nature whatsoever as against the Respondent Corporations.

2. For the purposes of this Order, in addition to terms defined elsewhere herein, the following terms shall have the following meanings:

- (a) "**Assessments**" means Claims of Her Majesty the Queen in Right of Canada or of any Province or Territory or Municipality or any other taxation authority in any Canadian or foreign jurisdiction, including, without limitation, amounts which may arise or have arisen under any notice of assessment, notice of reassessment, notice of objection, notice of appeal, audit, investigation, demand or similar request from any taxation authority;
- (b) "**Business Day**" means a day, other than a Saturday or a Sunday, on which banks are generally open for business in Edmonton, Alberta;
- (c) "**Claim**" means:
 - (i) any right or claim of any Person against WIT **other than Unitholders**, whether or not asserted, in connection with any indebtedness, liability or obligation of any kind of WIT in existence on the date of the Judicial Trustee Appointment, whether or not such right or claim is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, perfected, unperfected, present, future, known, unknown, by guarantee, by surety or otherwise, and whether or not such right is executory or anticipatory in nature, including any Assessment and any right or ability of any Person to advance a claim for contribution or indemnity or otherwise with respect to any matter, action, cause or chose in action, whether existing at present or commenced in the future, which indebtedness, liability or obligation is based in whole or in part on facts that existed prior to the Judicial Trustee Appointment and any other claims that would have been claims provable in bankruptcy had WIT become bankrupt on the date of the Judicial Trustee Appointment, including for greater certainty any claim against the former Trustees, in each case, where such monies remain unpaid as of the date hereof (each, a "**Claim**");
 - (ii) any right or claim of any Person against WIT in connection with any indebtedness, liability or obligation of any kind whatsoever alleged to be owed by WIT to such Person arising out of (A) the disclaimer, rescission, termination or breach by WIT on or after the date of the Judicial Trustee Appointment of any contract, lease or other agreement or arrangement whether written or oral or (B) the termination of employment with the Applicant on or after the date of the Judicial Trustee Appointment, whether arising by contract, under statute or otherwise (each, a "**Trust Claim**"); and
 - (iii) any right or claim of any Person against one or more of the Former Trustees howsoever arising, whether or not such right or claim is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, perfected, unperfected, present, future, known, or unknown, by

guarantee, surety or otherwise, and whether or not such right is executory or anticipatory in nature, including any Assessment and any right or ability of any Person to advance a claim for contribution or indemnity or otherwise with respect to any matter, action, cause or chose in action, whether existing at present or commenced in the future, for which any Former Trustee is alleged to be, by statute or otherwise by law or equity, liable to pay in his or her capacity as a Former Trustee (each a "**Former Trustee Claim**"), provided that "Claim" shall not include an Excluded Claim;

- (d) "**Claim Document Package**" means a document package that contains a copy of the Instruction Letter, the Notice to Creditors, a Claim Statement and Notice of Dispute of Claim Statement (in respect of a Claim Document Package delivered to a Listed Creditor), a Proof of Claim (in respect of a Claim Document Package delivered to a Creditor other than a Listed Creditor), and such other materials as the Trustee may consider appropriate or desirable;
- (e) "**Claim Statement**" means a statement prepared by the Trustee, based upon the Trustee's review of the books and records of WIT, providing details of the Claim of a Known Creditor, as such is reflected in the books and records of WIT;
- (f) "**Claims Bar Date**" means 5:00 p.m. on October 5, 2022, or such later date as may be ordered by the Court;
- (g) "**Creditor**" means any Person having or asserting a Claim, **other than Unitholders**;
- (h) "**Former Trustee**" means all former trustees (or their estates) of WIT, in such capacity, and "**Former Trustee**" means any one of them;
- (i) "**Date of Judicial Appointment**" means March 8, 2019;
- (j) "**Known Creditors**" means with respect to WIT:
 - (i) those Creditors, **other than Unitholders** that the books and records of WIT disclose were owed monies by one or more of WIT as of the Date of Judicial Appointment, where such monies remain unpaid in full or in part as of the date hereof;
 - (ii) any Person who has commenced a legal proceeding against WIT, **other than Unitholders**, in respect of a Claim, which legal proceeding was commenced and served prior to the Date of Judicial Appointment;
- (k) "**Person**" means any individual, partnership, limited partnership, joint venture, trust, corporation, unincorporated organization, government or agency or instrumentality thereof, or any other corporate, executive, legislative, judicial, regulatory or administrative entity howsoever designated or constituted, including, without limitation, any present or former shareholder, supplier, customer, employee, agent, client, contractor, lender, lessor, landlord, sublandlord, tenant, sub-tenant, licensor, licensee, partner or advisor; and

- (l) **“Proof of Claim”** means a Proof of Claim form in substantially the form attached hereto as part of Schedule A, amended as may be required under the circumstances;
 - (m) **“Unitholders”** means:
 - (i) Unitholders as such is defined in the Westpoint Investment Trust Amended and Restated Declaration of Trust, made as of the 3rd day of September, 2015 with retroactive effect to 30th day of June, 2015 (“Declaration of Trust”).
 - (ii) The holders of redemption security as that term is defined in the Declaration of Trust.
 - (iii) Any Unitholder or former Unitholder who has requested redemption of their units in whole or in part and whose units subject to redemption have not yet been redeemed and including, but not limited to, those persons listed on the Investor’s Redemption Queue Master List attached as Exhibit 8 to the Judicial Trustee’s Second Report to this Honourable Court dated August 4, 2022.
3. The Claims Procedure and the forms of Notice to Creditors, Instruction Letter, Proof of Claim, Claim Statement and Notice of Dispute of Claim Statement are hereby approved. Notwithstanding the foregoing, the Trustee may, from time to time, make non-substantive changes to the forms as the Trustee, in its sole discretion, may consider necessary or desirable.
4. The Trustee is hereby authorized to use reasonable discretion as to the adequacy of compliance with respect to the manner in which forms delivered hereunder are completed and executed, and may waive strict compliance with the requirements of this Claims Procedure Order as to completion, execution and submission of such forms and to request any further documentation from a Creditor that the Trustee may require.
5. There shall be no presumption of validity or deeming of the amount due in respect of amounts claimed in any Assessment.
6. Copies of all forms delivered hereunder, as applicable, shall be maintained by the Trustee.

NOTICE TO CREDITORS

7. It is hereby ordered that:
- (a) the Trustee shall, not later than ten (10) Business Days following the granting of this Claims Procedure Order, mail by prepaid ordinary mail, courier, personal delivery, facsimile transmission or email to each of the Known Creditor or their counsel, a copy of the Notice to Creditors and a blank Proof of Claim Form, in the form attached hereto as Schedule “A”;
 - (b) the Trustee shall cause to be published on or before September 14, 2022, the Notice to Creditors in the following newspapers: (i) The Globe and Mail (National Edition); (ii) the Edmonton Journal and (iii) the Vancouver Sun in the form attached hereto as Schedule “B”;

- (c) the Trustee shall post a copy of this Claims Procedure Order, the on its website at www.extranets.bdo.ca (the "Trustee's Website");
- (d) the Trustee shall deliver as soon as reasonably possible following receipt of a request therefor, a copy of the Claim Document Package to any Person claiming to be a Creditor and requesting such material in writing; and
- (e) any notices of disclaimer or resiliation delivered to Creditors by the Trustee after the Filing Date shall be accompanied by a Claim Document Package and upon becoming aware of any other circumstance giving rise to a Trust Claim, the Trustee shall send a Claim Document Package to the Creditor in respect of such Trust Claim.

CLAIM STATEMENT

8. The Trustee may determine to deliver a Claim Statement to a Known Creditor, substantially in the form attached as Schedule "C", by including such Claim Statement in the Claim Document Package delivered to such Known Creditor, which shall be based on the books and records of WIT (the "Listed Claim").
9. The Trustee shall be entitled to rely on the accuracy and completeness of the information obtained from the books and records of WIT regarding the Known Creditors. For greater certainty, the Trustee shall have no liability in respect of the information provided to it or otherwise obtained by it regarding the Known Creditors and shall not be required to conduct any independent inquiry and/or investigation with respect to that information.
10. Any Creditor who does not dispute the amount or nature of the amount set forth in the Claim Statement delivered to such Creditor is not required to take any further action and the Listed Claim of such Creditor shall, be deemed to be the Claim of such creditor.
11. Any Creditor who wishes to dispute the amount and/or nature of the Listed Claim set forth in the Claim Statement delivered to such Creditor or to assert an additional Claim in relation to WIT other than the Listed Claim shall be required to deliver a Notice of Dispute of Claim Statement, substantially in the form attached as Schedule "D" to the Trustee so that it is actually received by the Trustee by no later than the Claims Bar Date.
12. If, after the date on which a Claim Statement is initially delivered to a Creditor, the Trustee determines that it is appropriate to change the amount or nature of the Listed Claim set forth in such Claim Statement, the Trustee shall cause an amended Claim Statement (an "Amended Claim Statement") to be delivered to such Creditor, which Amended Claim Statement and the revised Listed Claim specified therein shall thereafter supersede any previous Claim Statement delivered to such Creditor.
13. If the Creditor wishes to dispute the amount and/or nature of the Listed Claim set forth in the Amended Claim Statement, such Creditor shall be required to deliver a Notice of Dispute of Statement or Claim so that it is actually received by the Trustee on or before the later of (i) the Claims Bar Date and (ii) thirty (30) days after the date on which the Amended Claim Statement is delivered to the Creditor.
14. Any Creditor that does not deliver a Notice of Dispute of Claim Statement in respect of a Claim Statement or an Amended Claim Statement, if applicable, shall be forever barred

from disputing amount or nature of the Listed Claim set forth in the Claim Statement or Amended Claim Statement, as applicable, and any Claim of a different classification or nature or in excess of the amount specified in the Claim Statement or Amended Claim Statement, as applicable, shall be forever barred and extinguished.

PROOFS OF CLAIM

15. Every Creditor asserting a Claim against WIT shall set out its aggregate Claim in a Proof of Claim, including supporting documentation, and deliver that Proof of Claim to the Trustee so that it is actually received by the Trustee by no later than the Claims Bar Date.
16. Any Person that does not deliver a Proof of Claim in respect of a Claim in the manner required by this Claims Procedure Order such that it is actually received by the Trustee on or before the Claims Bar date shall be and is hereby forever barred from making or enforcing such Claim against WIT, and such Claim shall be and is hereby extinguished without any further act or notification.
17. The Trustee will review the submitted proofs of claim by no later than six weeks following the Claims Bar Date. In the event that the Trustee determines not to accept a creditor's Proof of Claim, the Trustee shall send a Notice of Disallowance to the affected creditor by registered or other recorded mail, courier service or email to the physical address or email address stipulated in the Proof of Claim.
18. If the affected Creditor wishes to challenge the disallowance, it must notify the Trustee of its objection in writing by registered mail, courier service or email within fifteen days after the issuance of the Notice of Disallowance.
19. The affected Creditor shall thereafter serve on the Trustee, a Notice of Motion in these proceedings returnable within fifteen days after it gave its Notice of Objection to the Notice of Disallowance issued by the Trustee. In the event that the affected Creditor fails to file a motion in accordance within the time period set out above, unless otherwise ordered by this Court, the affected creditor shall be conclusively deemed to have accepted the assessment of its claim set out in the Notice of Disallowance.
20. Nothing in this Claims Procedure Order shall affect any right of set-off which the Applicant may have against any Creditor.

TRANSFER OF CLAIMS

21. If the holder of a Claim transfers or assigns the whole of such Claim to another Person, the Trustee shall not be obligated to give notice or otherwise deal with the transferee or assignee of such Claim in respect thereof unless and until written notice of such transfer or assignment, together with satisfactory evidence of such transfer or assignment, has been received by the Trustee and the Trustee has provided written confirmation acknowledging the transfer or assignment of such Claim, and thereafter such transferee or assignee shall for the purposes hereof constitute the "Creditor" in respect of such Claim.
22. Any such transferee or assignee of a Claim shall be bound by any notices given or steps taken in respect of such Claim in accordance with this Claims Procedure Order prior to receiving written confirmation by the Trustee acknowledging such assignment or transfer. After the Trustee has delivered a written confirmation acknowledging the notice

of the transfer or assignment of a Claim, the Trustee shall thereafter be required only to deal with the transferee or assignee and not the original holder of the Claim. A transferee or assignee of a Claim takes the Claim subject to any rights of set-off to which the Debtor may be entitled with respect to such Claim.

23. For greater certainty, a transferee or assignee of a Claim is not entitled to set-off, apply, merge, consolidate or combine any Claims assigned or transferred to it against or on account or in reduction of any amounts owing by such Person to the Debtor. Reference to transfer in this Claims Procedure Order includes a transfer or assignment whether absolute or intended as security.
24. If a Creditor or any subsequent holder of a Claim, who in any such case has previously been acknowledged by WIT or the Trustee as the holder of the Claim, transfers or assigns the whole of such Claim to more than one Person or part of such Claim to another Person, such transfers or assignments shall not create separate Claims and such Claims shall continue to constitute and be dealt with as a single Claim notwithstanding such transfers or assignments. The Trustee shall not, in each case, be required to recognize or acknowledge any such transfers or assignments and shall be entitled to give notices to and to otherwise deal with such Claim only as a whole and then only to and with the Person last holding such Claim, provided such Creditor may, by notice in writing delivered to the Trustee, direct that subsequent dealings in respect of such Claim, but only as a whole, shall be dealt with by a specified Person and in such event, such Person shall be bound by any notices given or steps taken in respect of such Claim with such Creditor or in accordance with the provisions of this Claims Procedure Order.

SERVICE AND NOTICE

25. The Trustee may, unless otherwise specified by this Claims Procedure Order, serve and deliver or cause to be served and delivered the Claim Document Package, any letters, notices or other documents to Creditors or any other interested Person by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery, facsimile transmission or email to such Persons or their counsel (including counsel of record in any ongoing litigation) at the physical or electronic address, as applicable, last shown on the books and records of the Debtor or set out in such Creditor's Proof of Claim or Notice of Dispute of Claim Statement, if one has been filed.
26. Any such service and delivery shall be deemed to have been received: (i) if sent by ordinary mail, on the third Business Day after mailing within Canada, and the fifth Business Day after mailing internationally; (ii) if sent by courier or personal delivery, on the next Business Day following dispatch; and (iii) if delivered by facsimile transmission or email by 5:00 p.m. on a Business Day, on such Business Day and if delivered after 5:00 p.m. or other than on a Business Day, on the following Business Day.
27. Service of this Order shall be deemed good and sufficient by serving the same on the parties attending or represented at the application for this Order and by posting a copy of this Order on the Trustee's website, and service on any other person is hereby dispensed with.
28. Service of this Order may be effected by facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following transmission or delivery of this Order.

29. Any notice or communication required to be provided or delivered by a Creditor to the Trustee under this Claims Procedure Order shall be in writing in substantially the form, if any, provided for in this Claims Procedure Order and will be sufficiently given only if delivered by prepaid registered mail, courier, personal delivery or email addressed to:

BDO Canada Limited
900, 10130 103 Street NW
Edmonton, Alberta T5J 3N9
Attention: David Lewis
email: dlewis@bdo.ca

Any such notice or communication delivered by a Creditor shall be deemed to be received upon actual receipt thereof before 5:00 p.m. on a Business Day or if delivered outside of normal business hours, the next Business Day.

30. The publication of the Notice to Creditors and the mailing of the Claim Document Packages as set out in this Claims Procedure Order shall constitute good and sufficient notice to Creditors of the Claims Bar Date and the other deadlines and procedures set forth herein, and that no other form of notice or service need be given or made on any Person, and no other document or material need be served on any Person in respect of the claims procedure described herein.
31. In the event that this Claims Procedure Order is subsequently amended by further Order of the Court, the Trustee shall serve notice of such amendment on the Service List in these proceedings and the Trustee shall post such further Order on the Trustee's website and such posting shall constitute adequate notice to all Persons of such amended Claims Procedure Order.

GENERAL PROVISIONS

32. All references to time herein shall mean Edmonton Time and any reference to an event occurring on a Business Day shall mean prior to 5:00 p.m. on such Business Day unless otherwise indicated herein.
33. All Claims shall be denominated in Canadian dollars. Any Claims denominated in a foreign currency shall be converted to Canadian dollars at the Bank of Canada daily average exchange rate on the Filing Date.
34. The Trustee and any interested party, shall be at liberty to apply for further advice, assistance and direction as may be necessary in order to give full force and effect to the terms of this Order.
35. This Honourable Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in any of its provinces or territories or in any foreign jurisdiction, to act in aid of and to be complimentary to this Court in carrying out the terms of this Order, to give effect to this Order and to assist the Trustee and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such order and to provide such assistance to the Trustee, as an officer of the Court, as may be necessary or desirable to give effect to this Order or to assist the Trustee and its agents in carrying out the terms of this Order.

36. A copy of this Order shall be served upon the service list and service may be effected by email, facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following the transmission or delivery of such documents.



Justice of the Court of Queen's Bench of Alberta

SCHEDULE "A"

NOTICE TO CREDITORS OF WESTPOINT INVESTMENT TRUST

RE: Notice of Claims Procedure for the creditors of Westpoint Investment Trust

DEADLINE: **October 5, 2022 (Mountain Standard Time)**

INTRODUCTION

Notice is hereby given that pursuant to an Order of the Court of Queen's Bench of Alberta (the "Court") granted September 2, 2022 (the "Claims Procedure Order") the Court has ordered a procedure for the filing of claims by creditors against Westpoint Investment Trust (as outlined in the Claims Procedure Order). A copy of the Claims Procedure Order and a blank proof of claim form are enclosed herein or may also be obtained from BDO Canada Limited, the Court-Appointed Judicial Trustee ("Trustee") by contacting David Lewis or by phone at 780-441-2159.

Any person who believes that they have a claim against WIT must send a completed Proof of Claim to the Trustee, which must be delivered no later than **5:00 PM (Mountain Standard Time) on October 5, 2022** (the "Claims Bar Date").

Claims which are not received by the Claims Bar Date will not be entitled to share in the distribution of funds by the Trustee.

CONTACT INFORMATION AND FILING OF PROOF OF CLAIM

Completed proofs of claim **must include a statement of account or other similar documentation evidencing the debt owed by one or more of the Companies**, and may be delivered to the Trustee by mail, fax, courier, personal delivery or email as follows:

BDO Canada Limited
Attn: Jacob Furneaux
900, 10130 103 Street NW
Edmonton, Alberta T5J 3N9
Fax: (780) 424-3222
Email: jfurneaux@bdo.ca

If you have any questions respecting anything contained in this Notice, have any questions respecting the completion of the Proof of Claim Form, wish copies of any of the documents or have any other inquiries you may contact the Trustee at the address and contact information indicated herein.

BDO CANADA LIMITED in its capacity as Court-Appointed Judicial Trustee.

Per: _____
David Lewis

PROOF OF CLAIM

In the matter of the Trustee Act, RSA 2000, C T-8 Sections 43 and 46;

And in the matter of the Appointment of the Judicial Trustee in regard to Westpoint Investment Trust, of the City of Edmonton, in the Province of Alberta

All notices or correspondence regarding this claim must be forwarded to the following address:

I, _____ (name of creditor or representative of the creditor), of the City of _____, in the Province of _____, do hereby certify:

1. That I am a creditor of Westpoint Investment Trust (or I am _____ (position/title) of _____ (Creditor), a creditor of Westpoint Investment Trust.
2. That I have knowledge of all the circumstances connected with the claim referred to below.
3. That Westpoint Investment Trust was, at the date of the Appointment of the Judicial Trustee in regard to Westpoint Investment Trust, namely the 8th day of March 2019, and still is, indebted to the Creditor in the sum of \$ _____, as specified in the statement of account (or affidavit) attached and marked Schedule "A", after deducting any counterclaims to which the debtor is entitled. (The attached statement of account or affidavit must specify the vouchers or other evidence in support of the claim.)
4. (check and complete appropriate category.)

A. UNSECURED CLAIM OF \$ _____.

(other than as a customer contemplated by Section 262 of the *Bankruptcy and Insolvency Act*.)

That in respect of this debt, I do not hold any assets of Westpoint Investment Trust as security and (check appropriate description)

Regarding the amount of \$ _____, I claim a right to a priority under section 136 of the *Bankruptcy and Insolvency Act*.

Regarding the amount of \$ _____, I do not claim a right to a priority.

(Set out on an attached sheet details to support priority claim.)

B. SECURED CLAIM OF \$ _____

That in respect of this debt, I hold assets of the debtor valued at \$ _____ as security, particulars of which are as follows:

(Give full particulars of the security, including the date on which the security was given and the value at which you assess the security, and attach a copy of the security documents.)

That, to the best of my knowledge, the above-named creditor is not related to Westpoint Investment Trust within the meaning of the section 4 of the *Bankruptcy and Insolvency Act*, and has not dealt with Westpoint Investment Trust in a non-arm's length manner.

Dated at _____, _____ this ____ day of _____, 2022.

Witness

Creditor

Phone Number:

Fax Number:

Email Address:

Note: If an affidavit is attached, it must have been made before a person qualified to take affidavits.

Warning: Subsection 201(1) of the *Bankruptcy and Insolvency Act* provides severe penalties for make any false claim, proof, declaration or statement of account.

Note: If a copy of this Form is sent electronically by means such as email, the name and contact information of the sender, prescribed in Form 1.1, must be added at the end of the document.

SCHEDULE "B"

**IN THE COURT OF QUEEN'S BENCH OF ALBERTA
(COMMERCIAL LIST)**

**IN THE MATTER OF THE TRUSTEE ACT, RSA 2000, C T-8 SECTIONS 43 AND 46
AND IN THE MATTER OF WESTPOINT INVESTMENT TRUST**

Notice To Creditors of Westpoint Investment Trust ("WIT")

RE: NOTICE OF CLAIMS PROCEDURE FOR WIT PURSUANT TO THE CLAIMS PROECUDRE ORDER

PLEASE TAKE NOTICE that this notice is being published pursuant to an order of the Court of Queen's Bench for Alberta dated September 2, 2022 (the "**Claims Procedure Order**") establishing a procedure for determining the amount of Claims (as defined in the Order) against WIT. The Court has ordered that the Trustee send Proof of Claim forms to the known creditors of WIT. Any person who has not received a Proof of Claim form and who believes that they have a claim against WIT should send a completed Proof of Claim to the Trustee to be received by **5:00 p.m. (Mountain Standard Time) on October 5, 2022** (the "**Claims Bar Date**").

CLAIMS WHICH ARE NOT RECEIVED BY THE TRUSTEE BY THE CLAIMS BAR DATE WILL BE BARRED AND EXTINGUISHED FOREVER.

Creditors who have not received a Proof of Claim from the Trustee may download a copy from our website at <http://www.extranets.bdo.ca/WCC> ET. AL., or alternatively you may contact David Lewis at BDO Canada Limited, the Court-Appointed Trustee of WIT to obtain a Proof of Claim package.

DATED at Edmonton, this 12th day of September 2022

BDO CANADA LIMITED
900, 10130 103 Street NW
Edmonton, Alberta T5J 3N9
Attention: David Lewis
Email: dlewis@bdo.ca
Phone: 780-441-2159
Fax: 780-424-3222



SCHEDULE "C"

CLAIM STATEMENT

WESTPOINT INVESTMENT TRUST ("WIT")

To: [Insert Name of Known Creditor] (the "Creditor")
[Insert Address of Known Creditor]

This Claim Statement is delivered to the Creditor, as a Known Creditor of WIT, pursuant to the Order of the Court of Queen's Bench of Alberta dated September 2, 2022 (the "Claims Procedure Order") in proceedings in respect of WIT. Pursuant to the Claims Procedure Order, the Court-appointed Trustee of WIT, BDO Canada Limited (the "Trustee"), has been directed to conduct a claims procedure with respect to claims against the Companies in accordance with the terms of the Claims Procedure Order. Unless otherwise defined, all capitalized terms used herein have the meanings given to those terms in the Claims Procedure Order.

According to the books, records and other relevant information of WIT in the possession of the Trustee, the Claim of the Creditor is set out in the table below (the "Listed Claim"):

Amount of Claim^{1,2}	Name of Debtor	Nature of Claim
[Insert amount of Claim]	Westpoint Investment Trust	[Unsecured Claim / Unsecured Priority Claim / Secured Claim]

If the Listed Claim accurately reflects the Claim that the Creditor has in respect of WIT you are not required to take any further action or to file a Proof of Claim with the Trustee.

If the Creditor wishes to dispute the classification, amount and/or nature of the Listed Claim or to assert an additional Claim in relation to WIT other than the Listed Claim, the Creditor must complete a Notice of Dispute of Claim Statement and deliver it to the Trustee such that it is received by the Trustee by no later than 5:00 p.m. (Edmonton time) on October 5, 2022 (the "Claims Bar Date").

If a completed Notice of Dispute of Claim Statement in respect of the Listed Claim is not received by the Trustee by the Claims Bar Date, the Creditor shall be forever barred from disputing the amount or nature of the Listed Claim and any Claim in excess of the amount specified in the Listed Claim shall be forever barred and extinguished.

IF A NOTICE OF DISPUTE OF CLAIM STATEMENT IS NOT RECEIVED BY THE TRUSTEE WITHIN THE PRESCRIBED TIME PERIOD, THE CLAIM AS SET OUT IN THE CLAIM STATEMENT WILL BE DEEMED TO BE THE CLAIM OF THE CREDITOR AND WILL BE FINAL AND BINDING ON THE CREDITOR FOR ALL PURPOSES.

Creditors requiring further information or Claim documentation, or who wish to submit a Notice of Dispute of Claim Statement, may contact the Trustee at the following address:

BDO Canada Limited
Attn: David Lewis
616, 10216 124 Street Edmonton AB T5N 4A3
Fax: (780) 424-3222
Email: dlewis@bdo.ca

Dated at _____ this _____ day of _____, 2022.

¹ Amount is in Canadian dollars. Claims in a foreign currency have been converted to Canadian dollars at the Bank of Canada daily average exchange rate for September 19, 2017. The Canadian dollar/U.S. dollar daily average exchange rate for that date was CDN\$1.2277 / USD\$1.00.

² If applicable, additional information with respect to the Listed Claim is provided in a schedule to this Claim Statement.

SCHEDULE "D"

NOTICE OF DISPUTE OF CLAIM STATEMENT

WESTPOINT INVESTMENT TRUST ("WIT")

Capitalized terms not defined herein have the meanings given to them in the Order of the Court of Queen's Bench of Alberta dated September 2, 2022 (the "Claims Procedure Order") or the Claim Statement.

I. PARTICULARS OF CREDITOR

Full Legal Name of Creditor

Full Mailing Address of Creditor

Telephone Number

Email Address

Attention (Contact Person)

Have you acquired this Claim by assignment?

Yes:

No:

(if yes, attach documents evidencing assignment)

If Yes, Full Legal Name of Original Creditor(s): _____

II. DISPUTE OF CLAIM SET OUT IN CLAIM STATEMENT

The Creditor hereby disputes the classification, amount and/or nature of the Listed Claim set out in the Claim Statement and asserts the Claim(s) as set out in the following table:

Debtor	Amount of Claim	Nature of Claim
	[Insert amount of Claim]	[Unsecured Claim / Unsecured Priority Claim / Secured Claim]

III. REASONS FOR DISPUTE

Provide full particulars below as to the basis for the Creditor's dispute of the Listed Claim as set out in the Claim Statement and provide supporting documentation. This includes, without limitation, amounts, description of transaction(s) or agreement(s) giving rise to the Claim, the date and number of all invoices and supporting documentation, and particulars of all credits, discounts, rebates and similar items claimed. The particulars provided must support the value of the Claim as stated by the Creditor in the table above.

Dated at _____ this _____ day of _____, 2022.

Signature of Creditor or its
Authorized Signatory

This Notice of Dispute of Claim Statement MUST be delivered to the Trustee at the below address such that it is received by the Trustee by no later than 5:00 p.m. (Edmonton time) on October 5, 2022 (the "**Claims Bar Date**"):

BDO Canada Limited
Attn: David Lewis
616, 10216 124 Street Edmonton AB T5N 4A3
Fax: (780) 424-3222
Email: dlewis@bdo.ca

If a completed Notice of Dispute of Claim Statement in respect of the Listed Claim is not received by the Trustee by the Claims Bar Date, the Creditor shall be forever barred from disputing amount or nature of the Listed Claim and any Claim in excess of the amount specified in the Listed Claim shall be forever barred and extinguished.

IF A NOTICE OF DISPUTE OF CLAIM STATEMENT IS NOT RECEIVED BY THE TRUSTEE WITHIN THE PRESCRIBED TIME PERIOD, THE CLAIM AS SET OUT IN THE CLAIM STATEMENT WILL BE DEEMED TO BE THE CLAIM OF THE CREDITOR AND WILL BE FINAL AND BINDING ON THE CREDITOR FOR ALL PURPOSES.

EXHIBIT 2

**To the Judicial Trustee's Third Report to Court
Dated January 6, 2023**

SCHEDULE "A"
NOTICE TO CREDITORS OF
WESTPOINT INVESTMENT TRUST

RE: Notice of Claims Procedure for the creditors of Westpoint Investment Trust

DEADLINE: **October 5, 2022 (Mountain Standard Time)**

INTRODUCTION

Notice is hereby given that pursuant to an Order of the Court of Queen's Bench of Alberta (the "Court") granted September 2, 2022 (the "Claims Procedure Order") the Court has ordered a procedure for the filing of claims by creditors against Westpoint Investment Trust (as outlined in the Claims Procedure Order). A copy of the Claims Procedure Order and a blank proof of claim form are enclosed herein or may also be obtained from BDO Canada Limited, the Court-Appointed Judicial Trustee ("Trustee") by contacting David Lewis or by phone at 780-441-2155.

Any person who believes that they have a claim against WIT must send a completed Proof of Claim to the Trustee, which must be delivered no later than **5:00 PM (Mountain Standard Time) on October 5, 2022** (the "Claims Bar Date").

Claims which are not received by the Claims Bar Date will not be entitled to share in the distribution of funds by the Trustee.

CONTACT INFORMATION AND FILING OF PROOF OF CLAIM

Completed proofs of claim **must include a statement of account or other similar documentation evidencing the debt owed by one or more of the Companies**, and may be delivered to the Trustee by mail, fax, courier, personal delivery or email as follows:

BDO Canada Limited
 Attn: Jacob Furneaux
 900, 10130 103 Street NW
 Edmonton, Alberta T5J 3N9
 Fax: (780) 424-3222
 Email: jfurneaux@bdo.ca

If you have any questions respecting anything contained in this Notice, have any questions respecting the completion of the Proof of Claim Form, wish copies of any of the documents or have any other inquiries you may contact the Trustee at the address and contact information indicated herein.

BDO CANADA LIMITED in its capacity as Court-Appointed Judicial Trustee.

Per: _____



David Lewis

BDO Canada Limited
 900, 10130 103 Street NW
 Edmonton, Alberta T5J 3N9
 Attention: David Lewis
 email: dlewis@bdo.ca

PROOF OF CLAIM

In the matter of the Trustee Act, RSA 2000, C T-8 Sections 43 and 46;

And in the matter of the Appointment of the Judicial Trustee in regard to Westpoint Investment Trust, of the City of Edmonton, in the Province of Alberta

All notices or correspondence regarding this claim must be forwarded to the following address:

I, _____ (name of creditor or representative of the creditor), of the City of _____, in the Province of _____, do hereby certify:

1. That I am a creditor of Westpoint Investment Trust (or I am _____ (position/title) of _____ (Creditor), a creditor of Westpoint Investment Trust.
2. That I have knowledge of all the circumstances connected with the claim referred to below.
3. That Westpoint Investment Trust was, at the date of the Appointment of the Judicial Trustee in regard to Westpoint Investment Trust, namely the 8th day of March 2019, and still is, indebted to the Creditor in the sum of \$ _____, as specified in the statement of account (or affidavit) attached and marked Schedule "A", after deducting any counterclaims to which the debtor is entitled. (The attached statement of account or affidavit must specify the vouchers or other evidence in support of the claim.)
4. (check and complete appropriate category.)

A. UNSECURED CLAIM OF \$ _____.
 (other than as a customer contemplated by Section 262 of the *Bankruptcy and Insolvency Act*.)

That in respect of this debt, I do not hold any assets of Westpoint Investment Trust as security and (check appropriate description)

Regarding the amount of \$ _____, I claim a right to a priority under section 136 of the *Bankruptcy and Insolvency Act*.

Regarding the amount of \$ _____, I do not claim a right to a priority.
 (Set out on an attached sheet details to support priority claim.)

B. SECURED CLAIM OF \$ _____

That in respect of this debt, I hold assets of the debtor valued at \$ _____ as security, particulars of which are as follows:

(Give full particulars of the security, including the date on which the security was given and the value at which you assess the security, and attach a copy of the security documents.)

That, to the best of my knowledge, the above-named creditor is not related to Westpoint Investment Trust within the meaning of the section 4 of the *Bankruptcy and Insolvency Act*, and has not dealt with Westpoint Investment Trust in a non-arm's length manner.

Dated at _____, _____ this ____ day of _____, 2022.

Witness

Creditor

Phone Number:

Fax Number:

Email Address:

Note: If an affidavit is attached, it must have been made before a person qualified to take affidavits.

Warning: Subsection 201(1) of the *Bankruptcy and Insolvency Act* provides severe penalties for make any false claim, proof, declaration or statement of account.

Note: If a copy of this Form is sent electronically by means such as email, the name and contact information of the sender, prescribed in Form 1.1, must be added at the end of the document.

EXHIBIT 3

**To the Judicial Trustee's Third Report to Court
Dated January 6, 2023**

IN THE COURT OF QUEEN'S BENCH OF ALBERTA
(COMMERCIAL LIST)

IN THE MATTER OF THE TRUSTEE ACT, RSA 2000, C T-8 SECTIONS 43 AND 46
AND IN THE MATTER OF WESTPOINT INVESTMENT TRUST

Notice To Creditors of Westpoint Investment Trust (the "WIT")

RE: NOTICE OF CLAIMS PROCEDURE FOR WESTPOINT INVESTMENT TRUST PURSUANT TO
THE CLAIMS PROCEDURE ORDER

PLEASE TAKE NOTICE that this notice is being published pursuant to an order of the Court of Queen's Bench for Alberta dated September 2, 2022 (the "Claims Procedure Order") establishing a procedure for determining the amount of Claims (as defined in the Order) against WIT. The Court has ordered that the Receiver send Proof of Claim forms to the known creditors of the WIT. Any person who has not received a Proof of Claim form and who believes that they have a claim against the WIT should send a completed Proof of Claim to the Receiver to be received by 5:00 p.m. (Mountain Standard Time) on October 5, 2022 (the "Claims Bar Date").

CLAIMS WHICH ARE NOT RECEIVED BY THE TRUSTEE BY THE CLAIMS BAR DATE WILL BE BARRED AND EXTINGUISHED FOREVER.

- a) Creditors who have not received a Proof of Claim from the Trustee may download a copy from our website at <https://www.bdo.ca/en-ca/extranets/westpointinvestmenttrust/> or alternatively you may contact Jacob Furneaux at BDO Canada Limited, the Court-Appointed Judicial Trustee of WIT, to obtain a Proof of Claim package.

DATED at Edmonton, this 12th day of September 2022

BDO CANADA LIMITED
920, 10130 103 Street
Edmonton, AB T5J 3N9
Attention: Jacob Furneaux
Email: jfurneaux@bdo.ca
Phone: 780-669-7833
Fax: 780-424-3222



EXHIBIT 4

**To the Judicial Trustee's Third Report to Court
Dated January 6, 2023**

**In the Matter of the Judicial Trustee of
Westpoint Investment Trust
Interim Statement of Receipts and Disbursements
for the period March 8, 2019 to December 31, 2022**

Receipts

Transferred from WCC	\$ 4,655,755
Interest allocation	48,933
	<u>4,704,688</u>

Disbursements

Receivers Fees	312,256
GST	19,228
Advertisements	2,555
Postage, courier & printing expenses	28,504
Legal fees & disbursements	41,139
Travel	203
	<u>403,885</u>

Funds held in trust	<u><u>\$ 4,300,804</u></u>
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EXHIBIT 5

**To the Judicial Trustee's Third Report to Court
Dated January 6, 2023**

KENNEDY AGRIOS OSHRY | LAW

1325 Manulife Place, 10180-101 Street
Edmonton, AB, Canada T5J 3S4

Phone: (780) 969-6900
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Delivered Via Courier and Email

Scott E. B. Harwardt
Direct Line: 780-969-6907
Sharwardt@kennedyagrios.com

October 4, 2022

Our File: 76009-3

BDO Canada Limited.
900 10130-103 Street NW
Edmonton AB T5J 3N9
Fax: 780-424-3222
Email: JFurneau@BDO.ca

Attention: Jacob Furneaux

Dear Sir:

Re: Proof of Claim in Respect of Westpoint Investment Trust.

We are counsel for the City of Spruce Grove in respect of its claim against Westpoint Investment Trust.

Further to the Proof of Claim procedure set out in the Order of the Court of King's Bench of Alberta, granted September 2, 2022, we are providing a copy of our client's completed Proof of Claim together with an affidavit in support of the claim, attached thereto as Schedule "A"

Please advise of any issues with respect to receipt of the above referenced Proof of Claim.

Yours Truly,
KENNEDY AGRIOS OSHRY LAW

Per: 

SCOTT E. B. HARWARDT
SEH/sp

cc. Terrence M. Warner
twarner@millerthomson.com

BDO Canada Limited
 900, 10130 103 Street NW
 Edmonton, Alberta T5J 3N9
 Attention: David Lewis
 email: dlewis@bdo.ca

PROOF OF CLAIM

In the matter of the Trustee Act, RSA 2000, C T-8 Sections 43 and 46;

And in the matter of the Appointment of the Judicial Trustee in regard to Westpoint Investment Trust, of the City of Edmonton, in the Province of Alberta

All notices or correspondence regarding this claim must be forwarded to the following address:

40 Kennedy Aerial Oshry Law, 1325 Marulife Place
10180-101st NW, Edmonton, AB T5T 3S4

I, Robin Pedlar (name of creditor or representative of the creditor), of the City of Spruce Grove, in the Province of Alberta, do hereby certify:

1. That ~~I am a creditor of Westpoint Investment Trust~~ (or I am Supervisor of Land Development (position/title) of City of Spruce Grove (Creditor), a creditor of Westpoint Investment Trust.
2. That I have knowledge of all the circumstances connected with the claim referred to below.
3. That Westpoint Investment Trust was, at the date of the Appointment of the Judicial Trustee in regard to Westpoint Investment Trust, namely the 8th day of March 2019, and still is, indebted to the Creditor in the sum of \$704,667.91, as specified in the statement of account (or affidavit) attached and marked Schedule "A", after deducting any counterclaims to which the debtor is entitled. (The attached statement of account or affidavit must specify the vouchers or other evidence in support of the claim.)
4. (check and complete appropriate category.)

A. UNSECURED CLAIM OF \$704,667.91
 (other than as a customer contemplated by Section 262 of the *Bankruptcy and Insolvency Act*.)
 That in respect of this debt, I do not hold any assets of Westpoint Investment Trust as security and (check appropriate description)
 Regarding the amount of \$_____, I claim a right to a priority under section 136 of the *Bankruptcy and Insolvency Act*.

Regarding the amount of \$704,667.91, I do not claim a right to a priority.
 (Set out on an attached sheet details to support priority claim.)

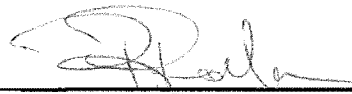
B. SECURED CLAIM OF \$_____
 That in respect of this debt, I hold assets of the debtor valued at \$_____ as security, particulars of which are as follows:
 (Give full particulars of the security, including the date on which the security was given and the value at which you assess the security, and attach a copy of the security documents.)

That, to the best of my knowledge, the above-named creditor is not related to Westpoint Investment Trust within the meaning of the section 4 of the *Bankruptcy and Insolvency Act*, and has not dealt with Westpoint Investment Trust in a non-arm's length manner.

Dated at Spruce Grove, Alberta this 11th day of October, 2022.



Witness
Scott Harwardt
Barrister and Solicitor



Creditor Robin Pedlar

Phone Number: 780.962-2611

Fax Number:

Email Address: rpedlar@sprucegrove.org

Note: If an affidavit is attached, it must have been made before a person qualified to take affidavits.

Warning: Subsection 201(1) of the *Bankruptcy and Insolvency Act* provides severe penalties for make any false claim, proof, declaration or statement of account.

Note: If a copy of this Form is sent electronically by means such as email, the name and contact information of the sender, prescribed in Form 1.1, must be added at the end of the document.

Schedule "A"

CANADA

PROVINCE OF ALBERTA

IN THE MATTER OF SECTION 43 AND 46 OF THE *TRUSTEE ACT*, RSA 2000, c. T-8
AND IN THE MATTER OF THE APPOINTMENT OF THE JUDICIAL TRUSTEE IN
REGARD TO WESTPOINT INVESTMENT TRUST, OF THE CITY OF EDMONTON, IN
THE PROVINCE OF ALBERTA

AFFIDAVIT

I, Robin Pedlar, of the City of Spruce Grove, in the Province of Alberta MAKE OATH
AND SAY THAT:

1. I am the Supervisor of Land Development for the City of Spruce Grove ("Spruce Grove"). In this capacity I have personal knowledge of the matter to which I hereinafter attest, except where stated to be based upon information and belief, and where so stated I verily believe same to be true.
2. On August 8, 2014, Westpoint Capital Performance Mortgage Investment Corporation ("PMIC") issued an irrevocable letter of credit to Spruce Grove in the amount of \$1,155,378.50 (the "LOC") at the request of its client, 1831575 Alberta Ltd. (the "Developer") in relation to a development project known as Spruce Grove Ridge Gardens - Stage 3 (the "Project"). A copy of the LOC is attached hereto as **Exhibit "A"**.
3. The LOC expressly states that it would be automatically extended, without amendment, from year to year unless, at least 30 days prior to any expiration date, PMIC notified Spruce Grove in writing by registered mail that it had elected not to renew for any additional period. No such notice has ever been delivered in respect of the LOC to Spruce Grove and, as such, the LOC continued to automatically extend and existed as an obligation of PMIC.
4. Under the terms of the LOC, the amount "may be drawn on by [Spruce Grove] at any time and from time to time, upon written demand for payment made upon [PMIC] by [Spruce Grove], which demand [PMIC] shall honour without enquiring whether [Spruce Grove] has the right as between [Spruce Grove] and the [Developer] to make such demand, and without recognizing any claim of the [Developer], or objection by the [Developer] to payment by [PMIC]."
5. The LOC was required pursuant to a development agreement (the "Development Agreement") between Spruce Grove and the Developer, which was developing the Project. A copy of the Development Agreement is attached hereto as **Exhibit "B"**.
6. Unknown to Spruce Grove, in or about 2015, PMIC and other related entities began taking steps to rearrange their corporate affairs.

7. On or about July 14, 2015, PMIC was dissolved pursuant to Articles of Arrangement filed at the Corporate Registry, as approved by the Order of Madam Justice Veit of the same date. Spruce Grove was not provided with any notice of either the Articles of Arrangement or the application before Madam Justice Veit to approve the Articles of Arrangement. A copy of the Articles of Arrangement is attached hereto as **Exhibit "C"**. A copy of the Order of Madam Justice Veit is attached hereto as **Exhibit "D"**.

8. Article 2.1 of the Articles of Arrangement states, in part, that Westpoint Investment Trust ("WIT") "will, directly or indirectly, assume all of the obligations of HMIC and PMIC." As Spruce Grove was never given notice of non-renewal in the form required by the LOC (or in any form) the LOC continued to be automatically renewed and constituted an obligation of PMIC which was to be assumed by WIT under the Articles of Arrangement.

9. Following the Order of Madam Justice Veit approving the Articles of Arrangement, Spruce Grove was not served or otherwise provided with a copy of the Articles of Arrangement or the Order of Madam Justice Veit, nor was it made aware of same until 2018.

10. In 2018, issues arose with the Project. Specifically, Spruce Grove identified deficiencies in the municipal improvements which had not been corrected by the Developer. As such, Spruce Grove delivered notice to the Developer that it intended to draw upon the LOC to use the funds to complete the remedial work itself. A copy of Spruce Grove's letter to the Developer is attached hereto as **Exhibit "E"**.

11. As no objection was received from the Developer, on July 26, 2018, Spruce Grove issued a written demand to PMIC for payment in amount of \$1,155,378.50 pursuant to the terms of the LOC. Subsequently, on August 27, 2018, Spruce Grove received a response from the chief operating officer of Westpoint Capital Corporation ("WCC"), indicating that PMIC had been dissolved and therefore could not honour the LOC. A copy of Spruce Grove's written demand is attached hereto as **Exhibit "F"**. A copy of WCC's response to the written demand is attached hereto as **Exhibit "G"**.

12. I have been advised by Spruce Grove's solicitors that, on September 6, 2018, they wrote a letter to WCC and WIT reiterating the demand for payment. On September 25, 2018, copies of the demand letters were personally served on the counter of WCC and WIT's registered offices. A copy of the letter from Spruce Grove's solicitors is attached hereto as **Exhibit "H"**. A copy of an affidavit of service in respect of the solicitor's letter is attached hereto as **Exhibit "I"**.

13. Despite the demands, the LOC was not honoured and Spruce Grove commenced litigation, initially naming WCC as the sole defendant. Subsequently, the Statement of Claim was amended to add Westpoint Capital Management Corporation and WIT as defendants, this was based upon a further review of the Articles of

Arrangement (particularly Article 2.1) which indicated that PMIC's liabilities had been assumed by WIT.

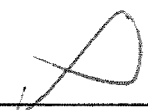
14. Subsequent to the commencement of the action and the appointment of the receiver/judicial trustee, Spruce Grove began undertaking the work which was to have been funded by the LOC, which consisted of repairs and remedial work on deficiencies in the surface and underground municipal improvements.

15. In total, Spruce Grove has paid \$689,068.75 (inclusive of GST) for work required to complete the municipal improvements and remediate deficiencies in the Project. In addition, Spruce Grove currently holds a holdback in respect of the deficiency work in the amount of \$15,599.16, which must be paid out following the completion of inspections and the post-inspection waiting period. Copies of the invoices rendered relating to the completion and repair of the deficiencies in the municipal improvements are attached collectively as **Exhibit "J"**.

16. The work required to remediate the deficiencies in the municipal improvements, which was to be funded by the LOC, has now been completed and further expense is not anticipated, beyond the payment of the holdback detailed above. As such, although Spruce Grove is entitled to the full amount of \$1,155,378.50 under the terms of the LOC pursuant to its written demand, it is prepared to limit its claim to \$704,667.91.


17. I make this affidavit in support of Spruce Grove's Proof of Claim in the *Trustee Act* proceedings regarding Westpoint Investment Trust, and for no other or improper purpose.

SWORN before me at the City of Spruce Grove, in the Province of Alberta, this 4th day of October, 2022.



A Commissioner for Oaths in and for the Province of Alberta

Scott Harwardt
Barrister and Solicitor

}


Robin Pedlar

This is Exhibit "A" referred to in the Affidavit of

Robin Pedlar

Sworn before me this 4th day of October, 2022.



A Commissioner in and for the Province of Alberta

Scott Harwardt
Barrister and Solicitor



WESTPOINT
CAPITAL*

COPY

Irrevocable Letter of Credit

August 8, 2014

City of Spruce Grove
315 Jespersen Avenue
Spruce Grove, Alberta T7X 3E8

Attention: Robin Pedlar, C.E.T.

Dear Sir:

RE: STANDBY LETTER OF CREDIT NO. 1246

We hereby authorize you to draw on the Westpoint Capital Performance Mortgage Investment Corporation (the Bank), 4636 Calgary Trail NW, Edmonton, Alberta for the account of 1831575 Alberta Ltd. (the Customer) up to an aggregate amount of \$1,155,378.50.

Pursuant to the request of the customer, we the Bank, hereby establish and give the City of Spruce Grove (the Municipality) an Irrevocable Letter of Credit in favor of the Municipality in the above amount which may be drawn on by the Municipality at any time and from time to time, upon written demand for payment made upon us by the Municipality, which demand we shall honour without enquiring whether the Municipality has the right as between the Municipality and the Customer to make such demand, and without recognizing any claim of the Customer, or objection by the Customer to payment by us.

This Letter of Credit we understand relates to an Agreement between the Customer and the Municipality dated August 7, 2014 and referred to as the Spruce Grove Ridge Gardens - Stage 3.

The amount of this Letter of Credit may be reduced from time to time as advised by notice in writing to us from time to time by the Municipality.

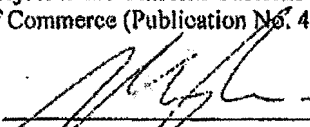
It is a condition of this Letter of Credit that it shall be deemed to be automatically extended without amendment from year to year from the present or any future expiration date hereof, unless at least 30 days prior to any such expiration date, we notify the Municipality in writing by registered mail, that we elect not to consider this Letter of Credit to be renewable for any additional period.

We engage with the Municipality that all drawings presented under or in compliance with, the terms of this credit will be duly honored on delivery of documents as specified, if present the counters of the bank, on or before August 7, 2016, or any automatically extended date as hereinbefore set forth.

Except so far as otherwise expressly stated, this Letter of Credit is subject to the Uniform Customs and Practice for Documentary Credits (1983 Revision) International Chambers of Commerce (Publication No. 400).



Countersigned



Authorized Signature

This is Exhibit "B" referred to in the Affidavit of

Robin Pedlar

Sworn before me this 4th day of October, 2022.



A Commissioner in and for the Province of Alberta

Scott Harwardt
Barrister and Solicitor

Development Agreement
SPRUCE RIDGE GARDENS

PHASE 3



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SCHEDULES

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SCHEDULE IV -	OFFSITE LEVIES AND DEVELOPER CONTRIBUTIONS
SCHEDULE V -	2014 MUNICIPAL DEVELOPMENT STANDARDS
SCHEDULE VI -	IRREVOCABLE LETTER OF CREDIT

MEMORANDUM OF AGREEMENT made in duplicate *20* day of *August*, 2014.

BETWEEN:

THE CITY OF SPRUCE GROVE, a Municipal Corporation of the Province of Alberta (hereinafter called "the City"),

OF THE FIRST PART,

And

1831575 ALBERTA LTD.

A body corporate, having its head office at
The **CITY OF EDMONTON** in the Province of Alberta
(hereinafter called "the Developer").

OF THE SECOND PART,

WHEREAS the Developer is the registered and equitable owner of those lands situated in the City of Spruce Grove, Province of Alberta outlined in heavy black on Schedule I attached hereto (hereinafter called the "Said Lands");

AND WHEREAS the Developer has applied for a redistricting of the Said Lands to R1 – Mixed Low to Medium Density Residential

AND WHEREAS Council requires confirmation that necessary infrastructure and servicing are available or will be constructed or contributed to by the Developer;

AND WHEREAS if redistricting is approved for the Said Lands and if the Developer seeks a subdivision of the Said Lands and if such subdivision is approved, the City and the Developer agree that the terms of the within Agreement will become effective and apply and bind the Developer and the City;

AND WHEREAS upon this Agreement becoming effective, the Developer has agreed to install and construct Municipal Improvements to service the Said Lands in accordance with the terms, conditions and provisions herein contained;

AND WHEREAS the parties upon entering into this Agreement provided for the development of the Said Lands, and agree at the same time to other commitments necessary to integrate the Said Lands with facilities within the City;

AND WHEREAS the development of the Said Lands will create a need to expand municipal facilities in areas other than the Said Lands proposed by the Developer;

NOW THEREFORE in consideration of the premises and mutual terms, covenants and conditions to be observed and performed by each of the parties hereto, the City agrees with the Developer and the Developer agrees with the City as follows:

I. INTERPRETATIONS

1. "**Adjoining Land**" shall include contiguous land, adjacent land and all parts of a parcel of land only a part of which is actually adjoining or adjacent to any other land.
2. "**Benefited Lands**" means land whether owned by either of the parties to this Agreement or any other person or body corporate which, because of the construction of Oversize and/or Boundary Municipal Improvements (in the Said Lands), has had or will have its value enhanced.
3. "**Boundary Municipal Improvements**" shall mean Municipal Improvements constructed on the perimeter of the Said Lands.
4. "**Carriageway**" shall mean the width of any road measured from the face of one curb to the face of the opposite curb, or in the case of graveled lanes or roads the width of gravel at the surface from shoulder to shoulder.
5. "**Construction Completion Certificate**" shall mean an assurance in writing issued by the Engineer that construction of the Improvement has been completed in accordance with this Agreement.
6. "**Consulting Engineer**" shall mean the Consulting Professional Engineer, Engineers or Landscape Architect (for landscape infrastructure) retained by the Developer at the Developer's expense.
7. "**Contributing Hectares**" are those hectares remaining in the Said Lands after deducting Municipal and Environmental Reserve Lands.
8. "**Dwelling Unit**" shall mean a legally authorized self contained room or self-contained rooms provided with sleeping, cooking and toilet facilities intended to be used or being used as a residence for one or more persons living together as a single housekeeping unit.
9. "**Essential Services**" shall mean all those Municipal Improvements defined under Article I, Clause 13, (a), (b), (c), (d), (e) and (f) of this Agreement.
10. "**Final Acceptance Certificate**" shall mean an assurance in writing issued by the Engineer that the improvement and maintenance has been completed as herein required.

11. **"Landscape Plans"** shall mean Plans and specifications as prepared by the Developer, indicating the landscaping of all lands as may be required by the City, either within or adjacent to the Said Lands, including but not limited to berms, buffer strips, utility lots, boulevards and recreation and playground areas, and included in such Landscaping Plans shall be details for uniform fencing and such recreational equipment and facilities as may be required within the development area which may serve the residents who reside in the development area, all of which will be subject to the approval of the Engineer.
12. **"Municipal Development Standards"** shall mean the standards and specifications set out and contained in Schedule V hereto annexed and attached for the design, construction and installation of Municipal Improvements in and adjacent to the Said Lands, including any alterations to or amendments to such standards and specifications which may be agreed upon in writing by the City and the Developer, and as well shall include all the conditions imposed by the City.
13. **"Municipal Improvements"** shall mean and include:
 - a. Water mains including all fittings, valves, pressure reducing valves, hydrants and other related appurtenances.
 - b. Water connections from water mains to the property of each lot in accordance with municipal specifications.
 - c. Sanitary sewer mains including all manholes and other related appurtenances.
 - d. Sanitary sewer connections from the sanitary mains to the property of each lot in accordance with municipal specifications.
 - e. Storm sewer system including pipe, catch basins, culverts, manholes, ditches, swales and other related appurtenances.
 - f. Storm water management facilities.
 - g. Concrete sidewalks and asphalt trails.
 - h. Concrete curbs and gutters.
 - i. Roads with gravel base and asphalt surface.
 - j. Lanes with gravel base and asphalt surface.
 - k. Street lighting with underground wiring.
 - l. Underground power distribution.
 - m. Underground telephone distribution.
 - n. Underground cable T.V. distribution.
 - o. Natural gas distribution mains.
 - p. Landscaping, including uniform fencing and subdivision identification signs,
 - q. Traffic signs and street name signs.
 - r. Third Order Alberta Survey Control Monuments complete with survey ties.

- s. Mail boxes; including concrete pad. (coordination of site locations with Canada Post)
 - t. Transit Stops.
14. "**Offsite**" shall mean any area, place, construction or work or improvement required to service the Said Lands with Municipal Improvements but not actually within the boundaries of the Said Lands.
 15. "**Oversize**" shall mean the extra size and/or depth of underground Municipal Improvements excluding water mains and/or the total cost of extending underground Municipal Improvements excluding water mains to the boundaries of the Said Lands which are required to service lands other than the Said Lands.
 16. "**Plans**" shall mean Plans and specifications stamped "Reviewed" by the Engineer for the Municipal Improvements required to service the Said Lands in accordance with the Municipal Engineering Standards.
 17. "**Prime Rate**" shall mean the Prime Rate of interest quoted by the City's primary financial institution at Spruce Grove, Alberta on the first day of each month in which the rate is to be applied, as the Prime Rate of interest for Canadian dollar commercial loans made in Canada.
 18. "**Public Reserve Land**" shall include roads, lanes, streets, parks, utility lots, walkway lots, boulevards and ornamental parks and all land which the Developer is obliged to transfer to or place in the name of the City by reason of the provisions of the Municipal Government Act and the Subdivision and Development Regulation In force in the Province.
 19. "**Said Lands**" mean the lands outlined in heavy black on Schedule I attached hereto.
 20. "**Security**" shall mean an Irrevocable Letter of Credit issued by a chartered bank or the Treasury Branch.
 21. "**Sewer Outlet Acceptance Point**" shall mean the point designated on Schedule II as such or some other point on the perimeter of the Said Lands which has been designated and agreed to in writing by the parties hereto with the approval of the Engineer, at which point the City will accept for disposal all the sanitary sewage waste from the Said Lands.
 22. "**Storm Water Management Facility**" shall mean a storm water pond used for controlling the rate of storm water discharge and storm water runoff quality from a specified area.
 23. "**Surface Improvements**" shall mean all those Municipal Improvements defined under Article I, Clause 13, (g), (h), (i), (j), (q), (s) and (t) of this Agreement.
 24. "**The Engineer**" shall mean the General Manager of Planning and Infrastructure or his designate as employed or retained by the City.

25. **"Water Inlet Acceptance Point"** shall mean the point designated in Schedule II on the perimeter of the Said Lands which has been designated and agreed to in writing by the parties hereto and approved by the Engineer at which point the City will deliver water to the Said Lands.
26. **"Working Days"** shall mean any day, other than a Saturday or Sunday or a Statutory or Civic Holiday, when atmospheric and/or ground conditions are such that the Contractor is able to work, on one or more of the main work items, at least seven (7) hours during the period between 7:00 a.m. and 10:00 p.m. local time.

II. SUBDIVISION PLAN

1. The Developer shall at his own expense cause a Plan of Subdivision of the Said Lands, to be prepared and approved by the City and all other necessary approving authorities and in accordance with the law in that respect and in accordance with the requirements imposed upon the Developer by the City. Should the Developer propose to amend, change or phase the subdivision of Said Lands, an amendment to the Development Agreement will be required.
2. For the purposes hereof, approval of the plan of subdivision shall be deemed to have been obtained by the signing of the final Plan of Subdivision by the General Manager of Planning and Infrastructure of the City or his designate.
3. Forthwith upon approval of the Plan of Subdivision of the Said Lands, the Developer shall cause the same to be registered at the Land Titles Office for the Northern Alberta Land Registration District.

III. MUNICIPAL IMPROVEMENTS PLANS

1. The Developer or Consulting Engineer shall, at its own expense, prepare and submit overall Municipal Improvements Plans for the Said Lands attached hereto as Schedule II and III illustrating:
 - a. water mains and sanitary sewers including sizes;
 - b. storm sewer systems and roadways including carriageway widths, curbs and gutters, sidewalks;
 - c. landscaping including fencing, tree types, shrub types, seed mixes, etc.
2. Subject to Article XIII Clause 2, the Developer or Consulting Engineer shall, at its own expense and in accordance with good engineering practice, prepare and submit a complete comprehensive set of Plans and specifications for all Municipal Improvements, to the Engineer for the Said Lands for review prior to the commencement of construction of that stage of development and the Engineer shall not unduly delay commenting on or examining the Plans and specifications.

3. These Plans and specifications shall be consistent with the overall Municipal Improvements Plans and in strict conformance with the Municipal Development Standards attached hereto as Schedule V unless approved otherwise in advance in writing by the Engineer.

IV. CONSTRUCTION AND INSTALLATION OF MUNICIPAL IMPROVEMENTS

1. Subject to Article IV, Clause 2, the Developer agrees to commence and carry through to completion the construction and installation of all Municipal Improvements within and to the Said Lands in accordance with the Plans submitted to and stamped Reviewed by the Engineer pursuant to Article III, Clause 2., and in accordance with the Municipal Development Standards attached hereto in Schedule V.
2.
 - a. The Developer agrees that it shall complete the Surface Improvements, excluding the second lift of asphalt on roads, within any stage approved under the provisions of Article IV, Clause 2., within 120 Working Days of the date of the execution of the Development Agreement, unless an extension of time is granted by the Engineer as set forth in writing.
 - b. If an extension is granted pursuant to Article IV(3)(a), the Developer shall make its Purchasers aware of this requirement and the terms and conditions of any such extension at the time any given lot so affected is sold.
 - c. It is understood that the asphalt paving on roads will be placed in two (2) lifts with the second lift to be placed in the calendar year prior to issuance of a Final Acceptance Certificate, or as may be mutually agreed in writing.
3. The Developer agrees to construct or cause the construction and installation of Municipal Improvements to be constructed in good and workmanlike manner and during the course of such works to minimize damage to or interference with existing Municipal Improvements necessarily affected by carrying out such work and upon completion of such work to restore all damaged Municipal Improvements to the condition, as nearly as practicable, in which they existed prior to the commencement of construction of the Municipal Improvements by the Developer.
4. The Developer agrees at all times during the construction or installation of the Municipal Improvements, and except as authorized by the Engineer in writing, to maintain or to provide alternative means of providing services to premises receiving service through existing Municipal Improvements necessarily disrupted by the Developer in carrying out the construction or installation of the Municipal Improvements, and without restricting the generality of the foregoing, the Developer shall maintain physical access to such premises for garbage removal and police and fire protection.

5.
 - a. The Developer agrees to permit free and uninterrupted access to the Engineer to any part of the Said Lands for the purpose of making inspections and taking samples of materials used in the construction or installation of the Municipal Improvements or for the purposes of testing soil or ground conditions.
 - b. The Developer agrees to solely bear all costs incurred if the Municipal Improvements installed do not conform in all respects with the Plans and specifications stamped Reviewed by the Engineer and the Engineer has ordered that the Municipal Improvements be replaced or altered by the Developer to conform to the Plans.
6. The Developer agrees to appoint an accredited testing company to carry out such tests as are reasonably required, at the Developer's expense, and, upon request, provide copies of the test results to the Engineer.
7. The Developer and the City mutually agree that in a case of conflict between the body of this Agreement and the Municipal Development Standards attached hereto as Schedule V, the body of this Agreement shall take precedence,
8. It is understood and agreed between the parties hereto that the Developer shall complete all Essential Services and construct all weather, all season access as set out in the Municipal Development Standards to the satisfaction of the Engineer prior to the issuance of a Showhome Agreement or a Development Permit for any development within the Said Lands.
9. At the discretion of the Engineer, the Developer agrees to install new Alberta Survey Control Monuments or replace any existing monument disturbed by the Developer's activities to ensure an approximate density of 300 to 500 meters within the boundaries of the Said Lands and also to provide survey ties to the said Monuments all to the satisfaction of the Director of Surveys.
10. The Developer agrees that if a temporary turnaround is deemed necessary by the Engineer for effective traffic movement that it will be constructed to a temporary standard by the Developer to the Engineer's satisfaction. Concrete barrier curbs or equivalent shall be installed by the Developer to prevent construction or other vehicle traffic from traveling on undeveloped areas.

11. The developer agrees to submit to the City an Erosion and Sedimentation Control Plan for review as part of the Plans submitted pursuant to Article III, Clause 2. This plan should define all procedures to minimize erosion and sedimentation from entering receiving watercourses and other areas that may arise from construction activities including but not limited to the following:
 - a. Mud tracking onto adjacent properties and streets
 - b. Silt and debris washing into receiving watercourses
 - c. Windblown dust
 - d. To minimize this issue the developer agrees to the following:
 - e. Ensure construction and vehicular traffic enters and exits from a designated point where measures have been undertaken to minimize tracking of mud and debris.
 - f. Undertake erosion control measures that include silt fencing, sealing entrances to watercourses, constructing sumps or temporary management facilities to minimize erosion and sedimentation to receiving watercourses.
 - g. Ensure all temporary and permanent facilities, including catchbasins are maintained in a clean and operational condition.

V. CONTRACTS

1. The City shall look solely to the Developer for the carrying out of this Agreement. The Developer is the Prime Contractor pursuant to the Occupational Health and Safety Act for the purposes of the work performed to carry out this Agreement. The City has no obligation to look to any other party for performance of the Developer's obligations. This clause is not subject to arbitration. However, any contract by the Developer for the performance of all or any part of the construction and installation of Municipal Improvements on the Said Lands shall provide that:
 - a. the Developer and the Contractor shall indemnify and save harmless the City from and with respect to any damage, claims or demands whatsoever arising out of the performance of any work undertaken by the Developer or Contractor or arising in any way from the negligence of the Developer's or Contractor's servants, agents, or employees;
 - b. the Contractor shall comply with the provisions of the Workers' Compensation Act for the Province of Alberta;
 - c. the Contractor shall allow the Engineer access to the work for the purpose of inspection;
 - d. The Contractor shall coordinate with City forces and others to facilitate the installation of utilities and shall protect such utilities from damage.

VI. CONSTRUCTION COMPLETION CERTIFICATES, MAINTENANCE AND FINAL ACCEPTANCE CERTIFICATES

1. A Construction Completion Certificate will be required by the Developer from the City for each Municipal Improvement or group of Municipal Improvements to be constructed and installed by the Developer; namely:
 - a. Underground Utilities (Sanitary and storm sewers, water distribution systems including service connections and storm water management facilities for utility purposes);
 - b. Surface Improvements (Paved Roads, paved Lanes, sidewalks, curbs and gutters, catch basins and concrete or asphalt walkways);
 - c. Landscaping (Municipal reserve (MR), school reserve (SR), boulevards, turf, utility lots, playgrounds complete with improvements/equipment, uniform fencing, and trees or shrubs and Storm Water Management Facility).
2. Prior to making application for either a Construction Completion Certificate or Final Completion Certificate for sanitary sewers, the Developer agrees at his expense, to check all the sanitary sewer lines with a television camera and provide the results of that inspection to the Engineer for review for deficiencies.
3. The Developer, upon the completion of each improvement or group of improvements as set out in Clause 1 of this Article, shall make application to the Engineer for the issuance of a Construction Completion Certificate. No such application will be considered by the Engineer unless:
 - a. it is requested in respect of all of the Said Lands, or
 - b. it is accompanied by a certificate from a Professional Engineer and / or a Landscape Architect certifying that the Municipal Improvements are constructed in accordance with and in compliance with this Agreement, and
 - c. it is received by the Engineer no less than 14 days prior to inspection.Provided these conditions are met, the Engineer, subject to the performance of all conditions, terms and provisions herein contained to be observed and performed by the Developer at the date of making such application, shall, within thirty (30) days:
 - d. issue a Construction Completion Certificate if satisfied upon inspection that the improvements have been constructed and installed in accordance with this Agreement and are operational within the whole of the Said Lands, or
 - e. issue a Construction Completion Certificate, with the acknowledgment of minor defects or deficiencies as recorded by the Consulting Engineer and signed by the Engineer at or near the time of inspection. All minor defects or deficiencies must not, in the opinion of the Engineer, impair the operation of the improvements of which the Developer is making application for Construction Completion

Certificate. All minor defects and deficiencies must be rectified prior to making application for Final Acceptance Certificate or as determined by the Engineer, or

- i.) notify the Developer in writing of all terms, conditions and provisions required to be observed or performed by the Developer prior to the issuance of a certificate.

Provided further, that if the Engineer shall fail to issue the Construction Completion Certificate or notify the Developer of the cause, thereof, the improvements shall be deemed to have been completed in accordance with the Plans and to be operational, and the maintenance period shall commence upon the expiration of the thirty (30) day period. Notwithstanding anything herein contained, if adverse conditions prevent the Engineer from completing an inspection of the improvements within 30 days of application for a Construction Completion Certificate, the City shall, as soon as conveniently possible, complete the inspection and, if satisfied upon carrying out the inspection that the improvements had been constructed in accordance with the terms hereof, the Certificate shall be predated to the date of application therefore.

4. If the Municipal Improvements do not comply with the Plans, or are not operational, or the Developer has failed to comply with any terms hereof, the Developer shall correct all the defects and deficiencies in the improvements or comply with the terms hereof, as the case may be, and shall resubmit his application for a Construction Completion Certificate in accordance with Article VI, Clause 3 above.
5. For the purposes of this Article, water and sewer systems, including storm sewer systems, shall not be deemed to be operational unless they are free of all obstructions and foreign material including, without restricting the generality of the foregoing, rocks, silt and gravel, and the water system has been inspected and sterilized to the satisfaction of the Engineer.
6. During the maintenance periods pursuant to this Agreement the Developer shall maintain the Municipal Improvements to a reasonable level to the satisfaction of the Engineer. This maintenance shall include but not limited to street cleaning, snow removal etc. to provide reasonable access for residents, emergency vehicles, garbage trucks, etc. Should the Developer not maintain Municipal Improvements to a reasonable level, the City will undertake any necessary work on behalf of the Developer and submit costs to the Developer accordingly. The Developer shall forthwith pay to the City any such costs. The Developer shall maintain all Municipal Improvements constructed to the standard to which they were constructed, reasonable wear and tear excepted, for the period commencing upon the issuance of a Construction Completion Certificate and continuing for the periods specified below for each Municipal Improvement; namely:

- a. Essential Services (Underground utilities including Storm Water Management Facilities).....one (1) year
 PROVIDED FURTHER that notwithstanding the issuance of the Final Acceptance Certificate for such services, the Developer shall, as a condition precedent to the issuance of a Final Acceptance Certificate for Surface Improvements, repair all damage to roads caused by subsidence of such services, and without limiting the generality of the foregoing the Developer shall recompact the trench and re camera the sewer lines if such action is deemed necessary by the Engineer;
- b. Surface Improvements, as well as concrete or asphalt walkways and catch basins.....two (2) years
 Provided that the final lift of asphalt is placed prior to FAC.
- c. Landscaping
 - i.) Trees, shrubs, turf (grass seed and sod).....two (2) years
 - ii.) Entrance Features, masonry pillars, retaining walls.....two(2) years
 - iii.) Fencing (located on private property).....no maintenance period following CCC
 - iv.) Fencing (located on City property).....one (1) year
 - v.) Site Furniture.....no maintenance period following CCC
 - vi.) Trails, paved surfaces and pads (asphalt, gravel, concrete, paving stone).....two(2) years

7. The Developer shall, prior to Final Acceptance Certificate, provide to the City "as constructed" record drawings, (as well as in digitized auto cad and PDF) of each improvement. Further, said "as constructed" record drawings, are a condition precedent to the issuance of the relevant Final Acceptance Certificate.

8. Upon application by the Developer, received by the Engineer at least fourteen (14) days prior to the expiration of the maintenance period for the Municipal Improvements, the Engineer shall, at the expiry of the maintenance period:

- a. issue the Final Acceptance Certificate if satisfied that the Municipal Improvement has been constructed and installed and maintained in accordance with this Agreement and is operational within the whole of the Said Lands.

PROVIDED FURTHER, that if the Engineer shall fail to issue the Final Acceptance Certificate or notify the Developer of the cause thereof within 30 days following the receipt of the application fro the Final Acceptance Certificate, the improvements shall be deemed to have been maintained as required and the Final Acceptance Certificate issued therefore.

From and after the issuance of a Final Acceptance Certificate for a Municipal Improvement, the City shall assume full ownership and responsibility for the Municipal Improvement to which the Final Acceptance Certificate applies unless a deficiency arises with an underground Municipal Improvement directly attributable to the Developer, contractor or builder prior to occupancy, which shall be rectified at the sole expense of the Developer.

9. In the event that a Final Acceptance Certificate is not issued upon application because there are defects or deficiencies in the improvements, the Developer shall rectify all defects and deficiencies or comply with the terms hereof, as the case may be, and thereafter shall resubmit his application for a Final Acceptance Certificate. The maintenance period upon work to rectify major defects and deficiencies shall be the same periods as set out in Article VI (7) of this Agreement.

VII. USE OF PUBLIC RIGHTS OF WAY BY DEVELOPER

1. The City agrees to permit the Developer to use the City owned lands within the Said Lands, or lands to be vested in the City upon registration of the Plan of Subdivision, for the purposes of constructing and installing the Municipal Improvements herein required to be constructed, installed and maintained by the Developer, such rights to commence upon the date that the Plans for the Municipal Improvements have been stamped Examined and to continue until the Final Acceptance Certificate for the Municipal Improvements installed has been issued by the City provided:
 - a. that the performance of such work shall be done under the supervision of the Engineer whose requirements shall be strictly followed,
 - b. that the Developer shall do as little damage as possible in the performance of such work, and will cause as little obstruction to such public places as possible,
 - c. that upon completion of such work the Developer shall restore all such public places to a condition and state of repair equivalent to that which prevailed prior to the performance of such work, including, but not limited to, cleaning streets of mud, dirt and debris, where necessary the replanting or replacement of trees and shrubs and shall maintain such restored portions of such public places, including such replaced or replanted trees and shrubs for a period of one (1) year thereafter, ordinary wear and tear expected,
 - d. that the Developer shall indemnify and save harmless the City from and against all losses, costs, claims, and suits, or demands of any nature which may arise by reason of the performance of the work by the Developer in any such public place.

VIII. INDEMNITY AND SECURITY

1. The Developer shall indemnify and save harmless the City from any and all losses, costs, damages, actions, causes of action, suits, claims and demands, resulting from anything done or omitted to be done by the Developer or its agents or contractors in pursuance or purported pursuance of this Agreement.
2. The Developer shall continuously carry comprehensive liability insurance with coverage of not less than Two (2) Million Dollars per occurrence in such form as shall meet the reasonable requirements of the City and such liability insurance can only be cancelled at the end of the Maintenance Period, or upon issuance of the Final Acceptance Certificate. The City shall be a named insured under such liability insurance. The Developer shall also carry such insurance as would a reasonable Developer to cover their activities.
3. Upon execution of this Agreement by the parties, to ensure to the City full compliance by the developer with the terms, covenants and conditions of this Agreement respecting the construction and installation of said Municipal Improvements and the maintenance of the same, the Developer shall deliver to and deposit with the City Security as hereinafter prescribed as follows:
 - a. For Developers (including Developers who are managing developments under different company names), whom in the opinion of the Engineer, do not have pervious development agreement default or performance issues, and are undertaking other developments within the City at the time of the execution of this development agreement:
 - i.) If the Developer has entered into a minimum of three development agreements with the City within the previous five years prior to the execution of this development agreement and have Security in place for other developments within the City that exceeds fifty percent (50%) the value of the Municipal Improvements within Said Lands will deposit with the City Security as hereinafter prescribed to a value equal to ten percent (10%) of the estimated costs of the Municipal Improvements for Said Lands plus fifty percent (50%) of the Developer Charges identified on Schedule IV of this Agreement. The Security, unless drawn upon, will be returned to the Developer upon the issuance of all Final Acceptance Certificates by the City.
 - ii.) If the Developer has entered into a minimum of three development agreements with the City within the previous five years prior to the execution of this development agreement and have Security in place for other developments within the City that is less than fifty percent (50%) the value of the Municipal Improvements within Said Lands will deposit

with the City Security as hereinafter prescribed to a value equal to twenty five percent (25%) of the estimated costs of the Municipal Improvements for Said Lands plus fifty percent (50%) of the Developer Charges identified on Schedule IV of this Agreement. The Developer may apply to the City, upon issuance of a Construction Completion Certificate for Surface Improvements, for a reduction to ten percent (10%) of the estimated costs of the Municipal Improvements plus fifty percent (50%) of the developer charges identified on Schedule IV of this Agreement. The Security retained by the City, unless drawn upon, will be returned to the Developer upon the issuance of all Final Acceptance Certificates by the City.

iii.) If the Developer has not entered into a minimum of three development agreements with the City within the previous five years prior to the execution of this development agreement will deposit with the City Security as hereinafter prescribed to a value equal to fifty (50%) of the estimated costs of the Municipal Improvements for Said Lands plus fifty percent (50%) of the Developer Charges identified on Schedule IV of this Agreement. The Developer may apply to the City, upon issuance of a Construction Completion Certificate for Surface Improvements, for a reduction to ten percent (10%) of the estimated costs of the Municipal Improvements plus fifty percent (50%) of the Developer Charges identified on Schedule IV of this Agreement. The Security retained by the City, unless drawn upon, will be returned to the Developer upon the issuance of all Final Acceptance Certificates by the City.

b. For Developers, whom in the opinion of the Engineer, have previous development agreement default or performance issues will deposit with the City Security as hereinafter prescribed to a value equal to one hundred percent (100%) of the estimated costs of the Municipal Improvements for Said Lands plus one hundred percent (100%) of the Developer Charges identified on Schedule IV of this agreement. The Developer may apply to the City, upon issuance of a Construction Completion Certificate for Surface Improvements, for a reduction to ten percent (10%) of the estimated costs of the Municipal Improvements plus one hundred and fifty percent (150%) of the estimated cost of completing the construction of Municipal Improvements as required by the Plans plus one hundred percent (100%) of the Developer Charges identified on Schedule IV of this Agreement. The Security retained by the City, unless drawn upon, will be

returned to the Developer upon the issuance of a Final Acceptance Certificate by the City.

- c. The Engineers opinion as to the applicable Security provision or determining the required Security shall be final.
 - d. The City will not return all of the Security in any of the above noted options until Final Acceptance Certificate has been issued and the Developer has paid all Developer Charges outlined on Schedule IV of this Agreement.
 - e. The estimated cost of Municipal Improvements shall be determined by the Engineer based upon detailed construction cost estimates provided by the Consulting Engineer. In the event the Developer does not agree with the estimated costs of such Municipal Improvements as determined by the Consulting Engineer and as accepted by the Engineer, he may appeal the decision of the Engineer to the City Manager who shall then determine the estimated cost of the said Municipal Improvements. In the further event the Developer does not agree with the determination of the City Manager as to the estimated costs of the said Municipal Improvements, the Developer may appeal the decision of the City Manager to the City Council. The decision of the City Council as to the estimated costs of the said Municipal Improvements shall be final and binding on the Developer.
4. The said Security as above referred to shall be maintained in full force and effect during the period prior to the issuance of a Construction Completion Certificate and evidence of renewal thereof shall be produced to the Engineer. After the issuance of a Construction Completion Certificate the provisions of Article VIII, Clause 6, (b) shall apply.
5. Any Irrevocable Letter of Credit shall be in the form set out in Schedule VI to this Agreement and shall contain the following terms and conditions:
- a. a statement that the said Irrevocable Letter of Credit is issued in favour of the City;
 - b. an acknowledgement by the issuing bank that the City shall be entitled to draw on the said Irrevocable Letter of Credit in accordance with the provisions of this Agreement, and an Undertaking by the issuing bank to promptly honour and pay draws made by the City.
- 6.
- a. Any Security herein required to be deposited by the Developer may be required to be increased or decreased within thirty (30) days of each anniversary of the execution of this Agreement throughout the currency of this Agreement, if it shall appear to the City that the Security deposited is excessive or insufficient in

relation to the costs or protection to the City, for which Security has been provided.

- b. The decision as to the amount of increase or decrease in any Security as aforesaid shall be determined in the first instance by the Engineer, provided that the decision of the Engineer may be appealed to the City Manager.
7. In the event of a Default by the Developer, the City may make one or more demands for payment as obligee under the Security.

IX. EASEMENTS AND UTILITY RIGHTS OF WAYS

1. The Plans as approved by the Engineer shall designate right of ways of widths to meet the needs of the City and of utility companies, for the supply of natural gas, power and telephone service and cable television services to the Said Lands and for the sanitary sewer, water and storm drainage systems.
2. Forthwith upon registration of the Plan of Subdivision in the Land Titles Office, the Developer shall grant to the City, easements or grants of right of ways for such purposes and shall register or cause to be registered such easements or grants of right of ways contemporaneously with the registration of the Plan of Subdivision. The easements or rights-of-way shall be registered on each affected land title.
3. Such easements or grants of right of ways shall provide that the City shall have the right either:
 - a. to assign all or part of the rights thereby granted to the operators of the respective utilities, or
 - b. to grant permits or licenses to install, repair and replace gas, power and telephone lines and the drainage system.

X. OVERSIZE AND BOUNDARY MUNICIPAL IMPROVEMENTS

1. The Developer acknowledges that Municipal Improvements on the Said Lands may require over sizing to serve not only the Said Lands but to also provide adequate capacity to service lands other than the Said Lands (which other lands, as identified by the Engineer, are herein referred to as "Benefited Lands").
2. In the event that the Developer is required to construct Oversize Municipal Improvements on the Said Lands, then the parties hereto agree that,
 - a. The Developer and the Engineer shall mutually agree, in writing, on the area and description of the land outside the Said Lands ("Benefited Lands") which will be serviced by the Oversize installation on the Said Lands;

- b. The Developer shall submit a copy of the calculations for the Oversizing requirements as well as a statement certifying that the Oversizing is required and that the specified size is sufficient to service the Said Lands and the "Benefited Lands".
 - c. To qualify for Oversizing cost recoveries, the Developer shall, prior to the issuance of a Final Acceptance Certificate by the Engineer for the Municipal Improvements, submit to the Engineer, for ratification, calculations of the Oversize cost benefit to any parcel of in the Benefited Lands.
3. Any such Oversize cost benefit for Oversize installations shall be prorated over the area of the Benefited Lands outside the Said Lands and the ratification of the Oversize costs by the Engineer shall be final and binding on the parties hereto and shall form the basis for charge to the owner or developer of the Benefited Lands.
- a. The City shall advise the owners of the "Benefited Lands" that Municipal Improvements have been Oversized to accommodate the development of their lands with such notification identifying the particular Oversized Municipal Improvements as well as the associated base costs which the Developer of the Said Lands would be entitled to recover from the Benefited Lands owner and/or developer.
4. Any reference in this Agreement or in this Article to the construction of Oversize Municipal Improvements constructed by the Developer on the Said Lands shall be construed to mean either on or off the Said Lands and shall be constructed for the purpose inter alia of serving the Said Lands.
5. The Developer shall be entitled to recover a share of the cost of all Boundary Municipal Improvements installed by the Developer which benefit an Adjoining Land as determined by the Engineer according to the extent of benefit derived by the Adjoining Land. The extent of that share shall be determined by the Engineer, acting reasonably, taking into account the extent of the benefit derived by the Adjoining Land and applicable engineering and development industry standards. This recovery shall be payable by the owner or developer of the Adjoining Land in accordance with the payment provisions referenced in Clauses 4 and 5 of this Article.
6. In the calculation of recovery costs for both Oversize and Boundary Municipal Improvements the Developer shall be entitled to a markup of fifteen percent (15%) on the actual Oversize or Boundary Municipal Improvements construction costs to cover engineering and overhead. In addition, the Developer shall be entitled to carrying costs calculated from the date of issuance of the Final Acceptance Certificate for the particular Oversize or Boundary Municipal Improvements to the date of the payment of the Oversize or Boundary Municipal Improvements recovery costs by the benefiting lands.

The aforesaid carrying costs shall be calculated annually using the Prime Rate on the anniversary date of the Final Acceptance Certificate with interest compounded annually. Carrying costs shall only be applicable for a maximum of five (5) years from the date of issuance of the Final Acceptance Certificate after which date the recovery costs shall remain fixed.

7. Prior to permitting the owners or developers of the Benefited Lands to connect in any way to the Oversize installations, the City shall use its best efforts to require the owners or developers of the Benefiting Lands to pay their proportionate share of the Oversize Municipal Improvements or provide evidence that cost recovery obligations to the Developer of the Said Lands regarding the Oversize Municipal Improvements have been satisfied. Insofar as the City is legally able, it shall require the owners or developers of the Benefited Lands to pay their proportionate share of the Boundary Municipal Improvements or provide evidence that cost recovery obligations to the Developer of Said Lands regarding Boundary Municipal Improvements carried out by the Developer of the Said Lands have been satisfied before permitting the Benefited Lands or any portion thereof to be subdivided.

XI. LEVIES AND DEVELOPER CONTRIBUTIONS

1. OFFSITE LEVIES

As acknowledgement that existing or future municipal infrastructure provides benefit to the development of the Said Lands and/or that development of the Said Lands may require expansion of certain municipal infrastructure, the Developer agrees to pay the City Offsite levies for each contributing hectare within the Said Lands for the following:

- a. Arterial Road System
- b. Water Supply, Transmission and Storage Facilities
- c. Trunk Sanitary Sewer Systems
- d. Trunk Storm Sewer Systems

The amount of such Offsite Levies shall be in accordance with the rates established by Council by Bylaw or resolution and as calculated in Schedule IV of this Agreement.

2. DEVELOPER CONTRIBUTIONS

As acknowledgement that existing municipal infrastructure including certain facilities provide benefit to the development of the Said Lands and/or that development of the Said Lands may require expansion of certain infrastructure and facilities, the Developer agrees to make contributions for each contributing hectare within the Said Lands to the City for the following:

- a. Neighborhood Park Development
- b. District Park Development
- c. Recreation Facilities
- d. Administration Studies
- e. Land Acquisition
- f. MR – Cash in Lieu

The amount of such developer contributions shall be in accordance with the rates established by Council by Policy or resolution and as calculated in Schedule IV of this Agreement.

- 3. It is mutually agreed that the Offsite Levies and Developer Contributions set out in Clauses 1 and 2 of this Article will be paid as follows:
 - a. 10% due prior to the execution of this development agreement;
 - b. 30% due upon 8 months after the execution of this development agreement;
 - c. 30% due upon 16 months after the execution of this development agreement; and
 - d. 30% due upon 24 months after the execution of this development agreement.

The amounts payable are indicated in Schedule IV attached hereto. It is further agreed that interest at Prime Rate plus three percent (3%) will commence accruing on any amounts remaining unpaid thirty (30) days after invoices have been rendered.
- 4. It is mutually agreed that the Offsite Levies and Developer Contributions set out in this Article will remain unchanged unless authorized by City Council when granting extension on payment terms.
- 5. Amounts remaining unpaid 120 days from invoice date will be considered a default under this development agreement and if no extension is granted from City Council then appropriate steps will be taken to collect outstanding amounts. The Developer must apply for an extension from City Council prior to the 120 day period expiring. If no extension is granted from City Council then appropriate steps will be taken to collect outstanding amounts, including but not limited to:
 - a. Drawing of funds from the Developer Letter of Credit;
 - b. Issuance of a Stop Work Order;
 - c. Refusal of Development Permits;
 - d. Placing a lien on Said Land.
- 6. In the event that City Council grants an extension for the payment of Offsite Levies and Developer Contributions, the Developer agrees that such extension will include a carrying cost at Prime Rate of interest applied on any unpaid balance for which an extension has been granted; PROVIDED further that City Council in granting an extension for the payment of Offsite Levies and Developer Contributions may also require the Developer to

provide an irrevocable Letter of Credit to the City in an amount equivalent to the Offsite Levies and Developer Contributions for which an extension has been granted. Such irrevocable Letter of Credit shall be in favour of the City, unconditional, and in a form approved by the Engineer.

XII. OTHER CHARGES TO BE BORNE BY THE DEVELOPER

1. "Other" costs to be paid by the Developer shall include:
 - a. **Engineering Costs.**
All reasonable and justifiable charges or accounts rendered to the City in respect of this Agreement or its enforcement by Consulting Engineers that may be engaged by the City from the time Plans are submitted until final acceptance of all Municipal Improvements
 - b. **Legal Costs**
All reasonable and justifiable legal charges or accounts rendered to the City in respect of this Agreement by solicitors from the time of application for subdivision until Final Acceptance of all Municipal Improvements;
 - c. **Cost of Additional Work**
Cost of additional work performed or of work repaired or redone by reason of orders and direction by the Engineer under the terms of this Agreement;
 - d. **Cost of Insurance and Security**
Cost of providing the Security and insurance required to be provided by the Developer under the terms of this Agreement;
 - e. **Cost of Preparing Easement Documents**
Cost of preparation of an easement or utility right of way documents to be provided by the Developer including cost of registration of same.
2. **Interest on Overdue Payments**
Unless otherwise specified herein, the Developer shall pay interest to the City upon all amounts required to be paid to the City commencing thirty (30) days after the City's account is rendered. Interest shall be calculated at Prime Rate plus three percent (3%).

XIII. LANDSCAPING

1. The City and the Developer acknowledge that the Developer's minimum requirements for Landscaping shall be as per Schedules III and V. Landscaping in excess of these requirements shall be at the discretion of the Developer.

2. The Developer agrees to submit Landscaping Plans to the Engineer prior to issuance of Construction Completion Certificate of the Surface Improvements. The agreed upon Landscape Plans will be included as an amendment to Schedule III of this agreement.
3. The Engineer agrees to process and review the Landscaping Plans to the Developer within 30 day of submission.
4. In the event the Engineer and the Developer fail to agree on the requirements for landscaping, the terms of Article XVII shall apply.
5. The Developer agrees to complete the landscaping within Said Lands according to the approved Plans prior to the issuance of a Final Acceptance Certificate for Surface Improvements for Said Lands.
6. If existing trees or natural areas within Said Lands are to be retained, the Developer agrees to erect protection fencing around the drip line of all protected trees prior to any grading or development activity. Where a buffer area has been established in an arborist report for a tree stand or in a natural areas assessment for a wetland or other water body, protection fencing shall be located around the outside of the buffer area.
7. Where an arborist report or natural areas assessment has been conducted for any portion within Said Lands, the Developer agrees to adhere to the identified mitigation measured throughout the development process and until such time that a Final Acceptance Certificate for Surface Improvements has been issued.

XIV. MUNICIPAL IMPROVEMENT SERVICING PUBLIC PROPERTIES

1. The Developer shall bear the full cost of Municipal Improvements benefiting dedicated school and park sites within the Said Lands and shall install and construct any necessary Municipal Improvements to service such school and park sites, all to the extent identified on the Plans.
2. With respect to any other site for which the City is to acquire title within the Said Lands, the City shall pay the Developer an appropriate pro rata share as calculated and approved by the Engineer of the cost of Municipal Improvements which benefit such other sites.

XV. MINIMUM LOT DEVELOPMENT STANDARDS

1. The Developer agrees that prior to the City granting Development and Building Permits that all requirements contained in the Land Use Bylaw must be satisfied.

XVI. DEFAULT BY THE DEVELOPER

1. In the event that the City claims that the Developer is in default in the observance and/or performance of any terms, covenant or condition of this Agreement (other than the terms, covenants and conditions of Article VI hereof), the City shall give the Developer written notice of such claimed default with such notice requiring the Developer to rectify the same within a thirty (30) day period from the date of the written notice.
2. If the Developer denies that it is in default as claimed in such notice, the Developer shall immediately request a reference to arbitration pursuant to the provisions of Article XVII hereof. If the Arbitrator confirms the claimed default, the Developer shall, notwithstanding the provisions of subparagraph 1 hereof, have a period of thirty (30) days from the receipt of the ruling of the Arbitrator within which to rectify such default. If the said default is not rectified the City may complete and rectify such default in the work and shall be entitled to invoice the Developer under the provisions of Article VIII hereof and make demands as obligee on the Security. Time shall be of the essence hereof.
3.
 - a. In the event that the City claims that the Developer is in default in the observance and performance of the terms, covenants and conditions of Article VI of this Agreement, the City shall give the Developer notice in writing of such claimed default, and shall by such notice either require the Developer to rectify such default with five (5) days of the receipt of such notice or notify the Developer that the City intends to rectify such default at the Developer's cost and expense.
 - b. If the Developer denies that it is in default as claimed in such notice, the Developer shall immediately request a reference to arbitration pursuant to the provisions of Article XVII hereof.
 - c. If the Arbitrator confirms that the Developer is in default as claimed by the City, and if the City by its notice of claimed default has required the Developer to rectify same, the Developer shall have a period of five (5) days from receipt of the decision of the Arbitrator within which to rectify the default.
 - d. If the Arbitrator confirms that the Developer is in default as claimed by the City, and if the City by its notice of claimed default has elected to rectify the default as the Developer's cost and expense, the City shall proceed to rectify the default at the Developer's cost and expense immediately.
 - e. Notwithstanding anything to the contrary herein, in the event that the Engineer in his absolute discretion considers it necessary to undertake any immediate work for the repair of any of the said paved or unpaved public roads, water and sewer lines and storm drainage system, in a situation the Engineer considers to be an emergency, the Engineer shall be entitled to cause such work to be done at the

Developer's cost and expense without notification to the Developer; PROVIDED THAT upon completion of the said emergency repair work, the City shall give notice in writing at the earliest possible date to the Developer describing the nature of the work and advising that an invoice will be forthcoming.

4. The decision of the Arbitrator in any reference respecting a claimed default on the part of the Developer shall be final and binding upon the City and the Developer and shall not be the subject of any action or proceeding in any court.
5. In the event that:
 - a. A confirmed default by the Developer has not been rectified by the Developer in accordance with the foregoing provisions;
 - b. A confirmed default by the Developer has been rectified by the City in accordance with the foregoing provisions and the Developer fails to pay the cost and expense of such rectification within the five (5) days after receipt from the City of an account thereof;
 - c. Emergency repair work has been done to the paved or unpaved public roads, water and or sewer lines and/or storm drainage system by the City in accordance with the foregoing provisions and a default on the part of the Developer has been confirmed as rendering such repair work necessary and if the Developer fails to pay the cost and expense of such repair work within five (5) days after receipt from the City of an account thereof;

The City may invoke the provisions of Article VIII hereof and make demands as obligee under any Security provided by the Developer pursuant to the requirements of this Agreement.

XVII. ARBITRATION

1. Subject to the provisions of this Agreement, if any dispute or difference between the parties shall arise under this Agreement, either party may give to the other notice of such dispute or difference and require that such dispute or difference be referred to arbitration.
2. Arbitration hereunder shall be by reference to one arbitrator, with relevant qualifications, appointed by the parties. If the parties fail to agree upon an arbitrator, then, within five (5) days of the receipt of notice from the other party an arbitrator with relevant qualifications shall be appointed by a Justice of the Court of Queen's Bench upon application of either party.
3. All charges, fees and expenses of the Arbitrator will be borne and paid by the City or Developer, or proportionately by both the City and the Developer, depending upon their respective fault as found by the Arbitrator.

4. The foregoing provisions shall not authorize any reference to arbitration as to any matter or questions which under this Agreement is expressly or by implication required or permitted to be decided by the City or the Engineer, or as to the grounds upon which, or the mode in which, any opinion may have been formed or discretion exercised by the City or the Engineer.
5. Neither party hereto shall be liable to any claim in respect of any such dispute or difference until the liability and the amount of liability in respect of same shall, if not admitted, have been referred to and determined by arbitration, the award under which shall be a condition precedent to liability of any such part or to any right of action against any such party in respect of the claim.

XVIII. COMPLIANCE WITH LAW

1. The Developer shall at all times comply with all valid Federal and Provincial legislation and regulations and City bylaws, resolutions, regulations and standards.
2. This Agreement is not a Development Permit or other authorization issued by the City.
3. Where anything provided for herein cannot lawfully be done without the approval or permission of any authority, body, official, person or board not within the jurisdiction and control of the City the obligation to do it does not come into force until such approval or permission is obtained PROVIDED the parties will without delay, do all things necessary by way of application or otherwise in an effort to obtain such approval or permission.

XIX. STOP WORK ORDER

1. The Engineer may:
 - a. exercise such supervision of the Developer, their engineers, contractors, servants, agents or employees, and of the performance of the work as the Engineer may deem necessary and advisable to ensure full and proper compliance by the Developer's undertakings to the City, and to ensure the proper performance of the work;
 - b. reject any unsatisfactory design, material or work;
 - c. order that any unsatisfactory work be re executed at the Developer's cost;
 - d. order the re execution of any unsatisfactory design and the replacement of any unsatisfactory material, at the Developer's cost, as the Engineer may deem necessary to insure the proper performance of the work;
 - e. order that the performance of the work or part thereof be stopped until his said orders can be obeyed;
 - f. order the testing of any materials to be incorporated in the work; and the Developer shall comply with the said orders and requirements of the Engineer

unless the Developer shall take issue with any such order or requirement, in which case the Developer shall request in writing that such issue be arbitrated in accordance with the provisions of Article XVII herein, AND PROVIDED FURTHER that the work shall stop until such arbitration has taken place;

- g. Issue a stop order pursuant to s.645 of the *Municipal Government Act, RSA 2000, C.M-26*.

XX. LAW OF ALBERTA APPLICABLE

1. The validity and interpretation of this Agreement, and of each Article and part thereof, shall be governed by the laws of the Province of Alberta.

XXI. FURTHER ASSURANCE

1. Both parties shall exercise and deliver such further documents and assurance and do all things necessary to give effect to the true intent of this Agreement.

XXII. WAIVER

1. A waiver by either party hereto of the strict performance by the other of any covenant or provision of this Agreement shall not of itself constitute a waiver of any subsequent breach of such covenant or provision or of any other covenant provision or terms of this Agreement.

XXIII. NOTICES

1. Any notice to be given to the Developer hereunder may be delivered to the office of the Developer at:

1831575 ALBERTA LTD.
201, 2520 Ellwood Drive
Edmonton, Alberta T6X 0A9

2. Any notice to be given to the City hereunder may be delivered to:

General Manager of Planning and Infrastructure
City of Spruce Grove
315 Jespersen Avenue
Spruce Grove, Alberta
T7X 3E8

XXIV. ASSIGNMENT

1. This agreement shall not be assignable by the Developer without the written approval of the City which shall not be unreasonably withheld, provided, without restricting the generality of the foregoing, the Developer shall only assign his entire interest within the Development Agreement and such assignment shall be subject to the City making arrangements with the Assignee satisfactory to the City, in which the City shall be sole judge to secure payment of the assignee of the expense to be borne by the Developer under this Agreement.
2. The City will assist the Developer in providing information to mortgage companies regarding the installation of Municipal Improvements.

XXV. CAVEAT

It is hereby agreed and understood that the City may file a Caveat against the Said Lands in order to protect its interest in the within Agreement, provided that the City covenants at the request of the Developer, to postpone any Caveat filed hereunder in favour of any mortgage(s) or other encumbrance which provides financing for the required servicing and development of the Said Lands by the Developer.

XXVI. SPECIAL CLAUSES


Notwithstanding anything contained herein the Developer and the City jointly agree:

1. The Developer agrees to construct a 1.8 m wood fence or chainlink fence as illustrated on the Schedule III. The Developer agrees to register a restricted covenant on all lots abutting the fences to protect the style and color of the fence and the clearly identify the private homeowners obligation of maintenance of this fence. The fences shall be placed approximately 0.15 m inside the private lots.
2. It is mutually understood that the Developer does not own said lands at the time when this agreement was entered into. It is also mutually understood that the Developer will obtain ownership of said lands soon after entering into this development agreement. The Developer agrees to not start any work (other than grading work included in a development permit) until the Developer owns said lands.

This AGREEMENT shall ensure to the benefit of and be binding upon the parties hereto, their heirs, executors, administrators, successors and assigns.


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

THE CITY OF SPRUCE GROVE

PER: 

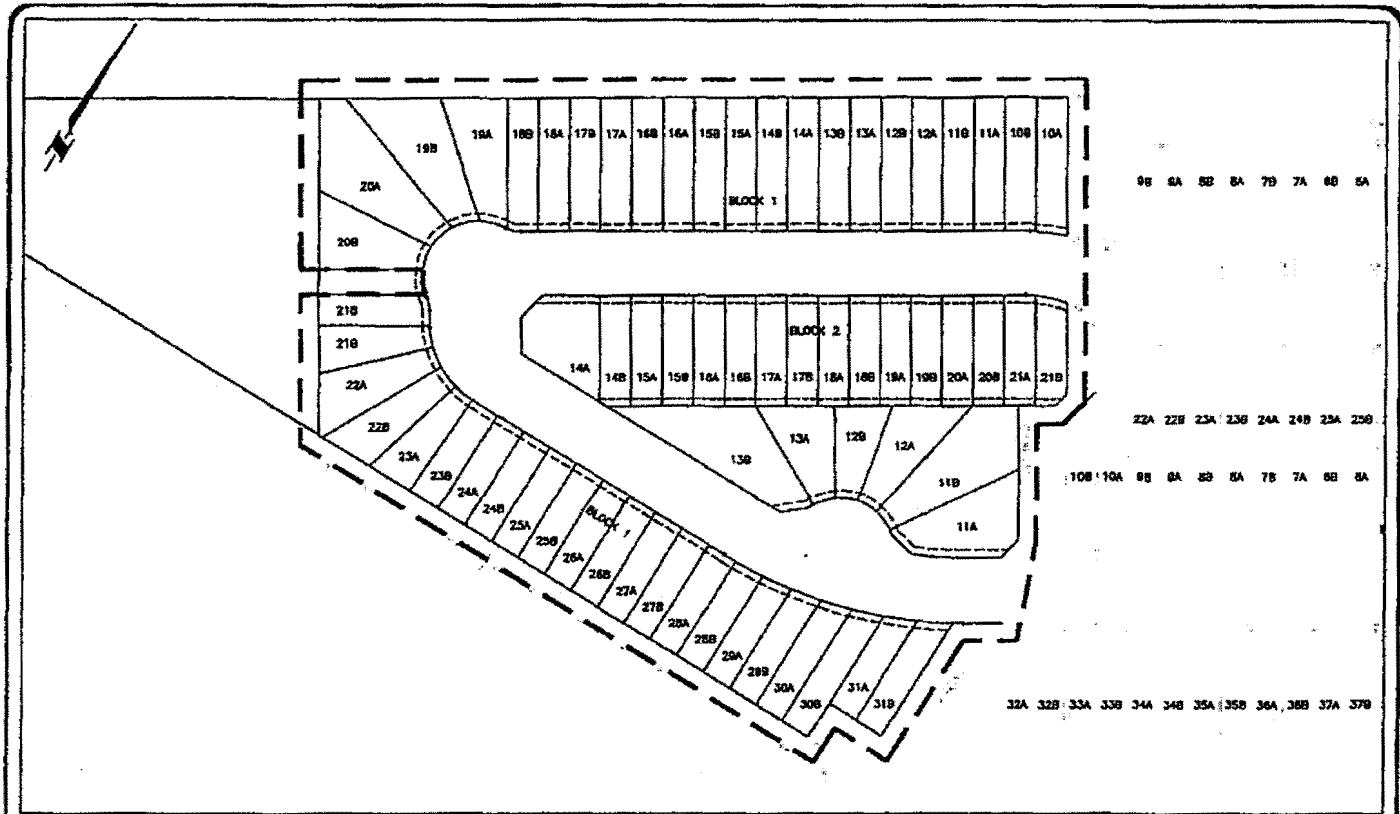
PER: _____

1831575 ALBERTA LTD.


PER: 

PER: _____

SCHEDULE I



SHOWING SUBDIVISION PART OF
 LOT 2, BLOCK B, PLAN 022 4883
 IN THE
 S.E. 1/4 SEC. 8, TWP. 53, RGE. 27, W. 4M.
 CITY OF SPRUCE GROVE, ALBERTA

AREA AFFECTED BY THIS SUBDIVISION OUTLINED
 THUS  CONTAINS 2.870 ha
 TOTAL NO. RESIDENTIAL LOTS 42

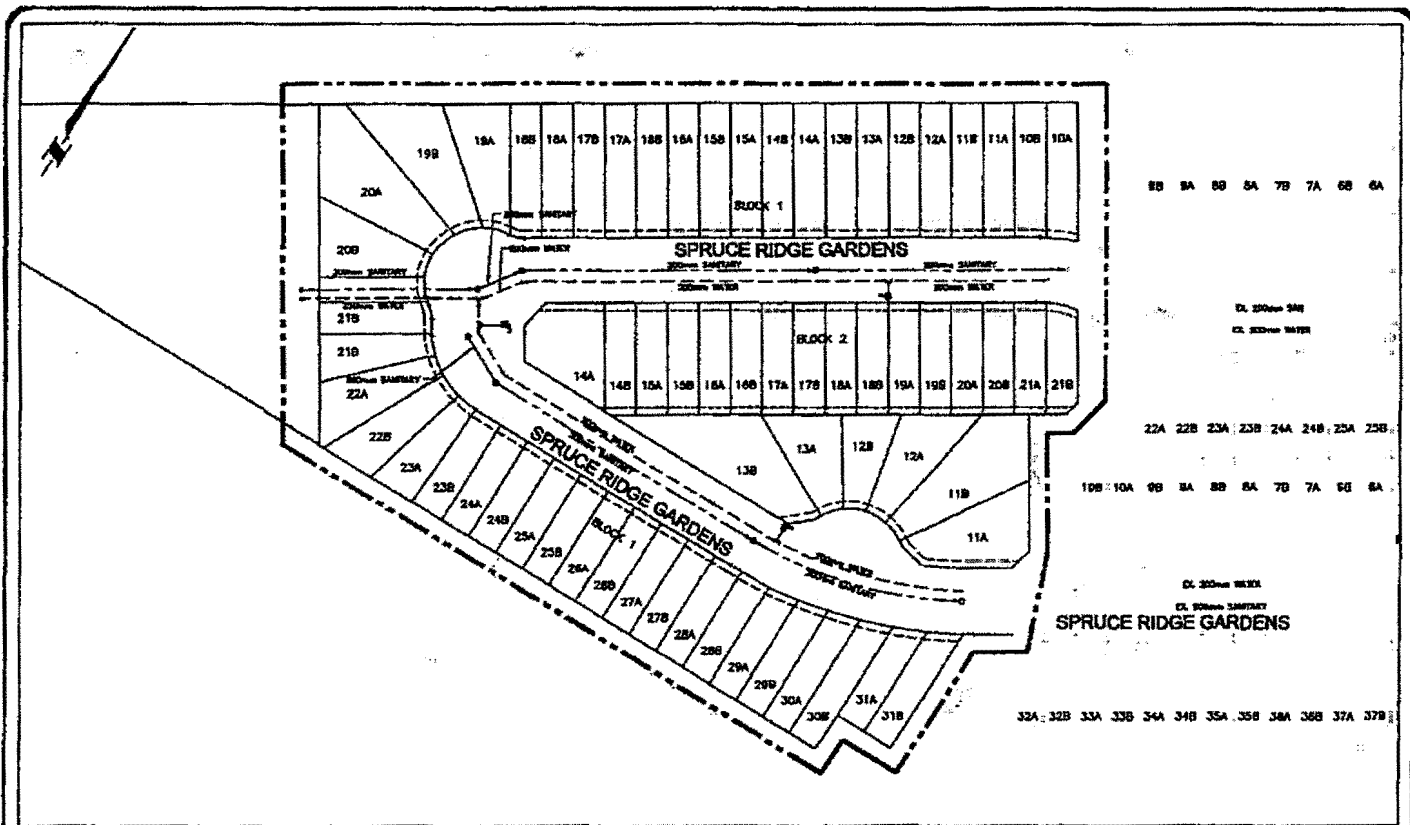
SPRUCE RIDGE GARDENS PHASE 3
 DEVELOPMENT AGREEMENT






SCHEDULE I
 TENTATIVE PLAN



DATE: 2014-07-23

SCHEDULE II



-  CONSTRUCTION BOUNDARY
-  EXISTING WATER MAIN
-  PROPOSED WATER MAIN
-  EXISTING SANITARY SEWER
-  PROPOSED SANITARY SEWER

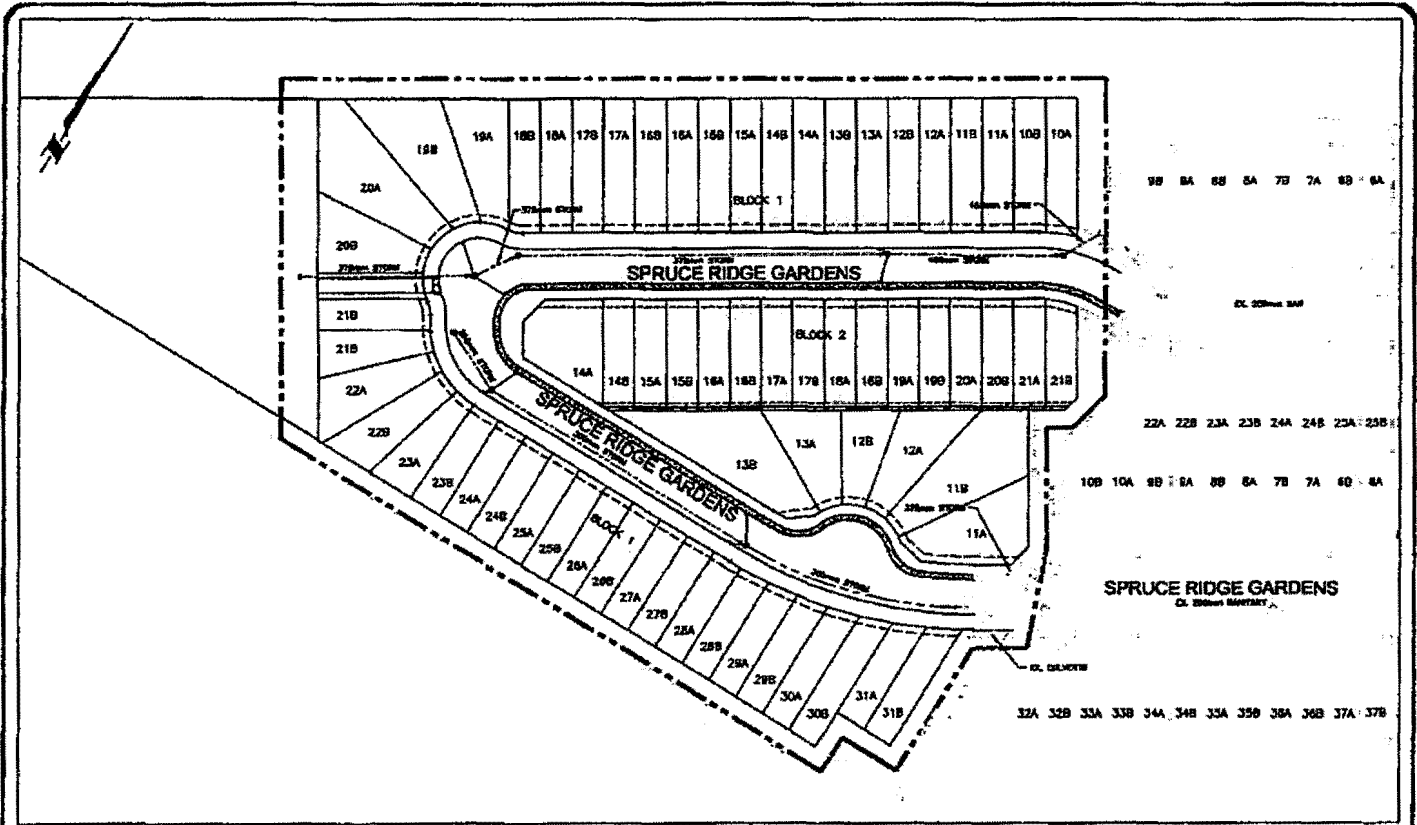
**SPRUCE RIDGE GARDENS PHASE 3
DEVELOPMENT AGREEMENT**






**SCHEDULE II
WATER AND SANITARY SEWER**



DATE: 2014-07-23

SCHEDULE II



-  CONSTRUCTION BOUNDARY
-  PROPOSED ROLLED FACE CURB
-  PROPOSED MONOWALK SIDEWALK
-  EXISTING STORM SEWER
-  PROPOSED STORM SEWER

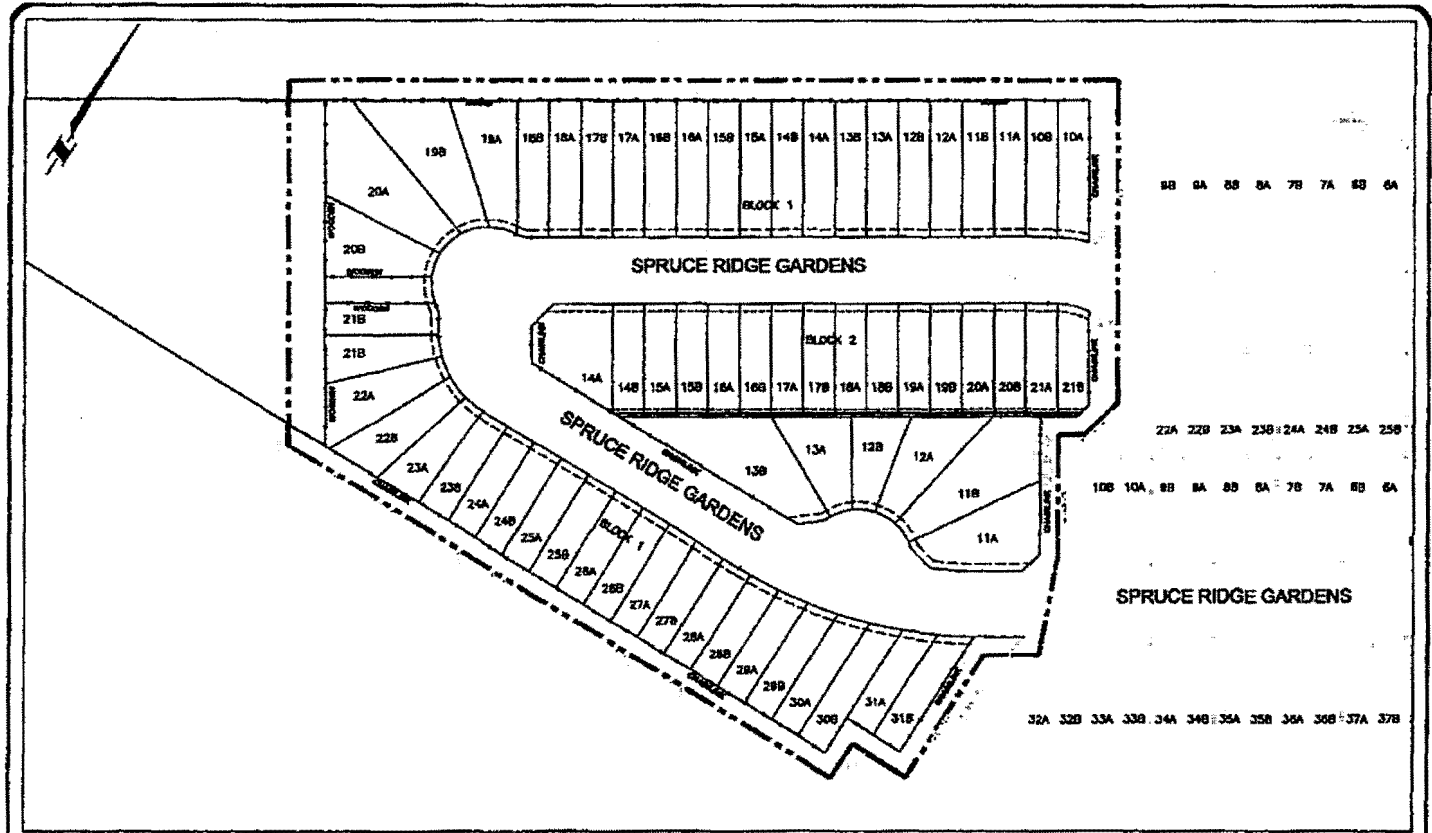
**SPRUCE RIDGE GARDENS PHASE 3
DEVELOPMENT AGREEMENT**






**SCHEDULE III
STORM AND ROAD**



DATE: 2014-07-23

SCHEDULE III



-  CONSTRUCTION BOUNDARY
-  EXISTING WOOD FENCE
-  PROPOSED WOOD FENCE
-  EXISTING CHAIN LINK FENCE
-  PROPOSED CHAIN LINK FENCE

**SPRUCE RIDGE GARDENS PHASE 3
DEVELOPMENT AGREEMENT**

**SCHEDULE IV
LANDSCAPE AND FENCING**



DATE: 2014-07-23

SCHEDULE IV

SCHEDULE IV - OFFSITE LEVIES AND DEVELOPER CONTRIBUTIONS

SANITARY AREA - BOUNDARY NORTH

1. DEVELOPMENT CHARGES - RESIDENTIAL			
<u>OFFSITE LEVIES</u>			
Water supply and storage		\$18,037	/ha
Sanitary sewer		\$12,570	/ha
<u>DEVELOPER CONTRIBUTIONS</u>			
Arterial roadway system		\$52,480	/ha
Neighborhood park development		\$9,758	/ha
District park development		\$9,230	/ha
Administrative studies		\$1,351	/ha
Land acquisition		\$0	/ha
Other		\$0	/ha
TOTAL DEVELOPMENT CHARGES - RESIDENTIAL		\$103,426	/ha
2. DEVELOPMENT CHARGES - NON-RESIDENTIAL			
<u>OFFSITE LEVIES</u>			
Water supply and storage		N/A	/ha
Sanitary sewer		N/A	/ha
<u>DEVELOPER CONTRIBUTIONS</u>			
Arterial roadway system		N/A	/ha
Administrative studies		N/A	/ha
MR - Cash in Lieu		N/A	/ha
Other		\$0	/ha
TOTAL DEVELOPMENT CHARGES - NON-RESIDENTIAL		\$0	/ha
3. CONTRIBUTING AREA			
	Residential	Non Residential	
<u>GROSS CONTRIBUTING AREA</u>	2.87 ha	0.00	ha
less Environmental Reserve	ha		ha
less Municipal Reserve	ha		ha
less Arterial Road widening	ha		ha
TOTAL CONTRIBUTING AREA	2.87 ha	0.00	ha
4. RESIDENTIAL CHARGES			
<i>Total charges = Area x Residential charge/ha =</i>	2.87	ha x	\$103,426 \$296,833
5. NON-RESIDENTIAL CHARGES			
<i>Total charges = Area x Non Residential charge/ha =</i>	0.00	ha x	\$0 \$0
6. PAYMENT OF CHARGES			
Development Agreement Date:			
at signing date of DA: 10%	7/24/2014		\$29,683
at signing date of DA + 8 months: 30%	3/24/2015		\$89,050
at signing date of DA + 16 months: 30%	11/24/2015		\$89,050
at signing date of DA + 24 months: 30%	7/24/2016		\$89,050
NOTE:			
Total residential charges		\$296,833	
Total non-residential charges		\$0	
Total charges		\$296,833	

SCHEDULE VI

Form of Irrevocable Letter of Credit

{Date}

City of Spruce Grove
(Address)

Attention:

Dear Sirs:

RE: STANDBY LETTER OF CREDIT NO. _____

We hereby authorize you to draw on the (issuing Bank's name) (the Bank), (location), {City, Province} for the account of {name of customer} (the Customer) up to an aggregate amount of \$_____.

Pursuant to the request of the Customer, we the Bank, hereby establish and give the {name of the municipality} (the Municipality) and Irrevocable Letter of Credit in favour of the Municipality in the above amount which may be drawn on by the Municipality at any time and from time to time, upon written demand for payment made upon us by the Municipality, which demand we shall honour without enquiring whether the Municipality has the right as between the Municipality and the Customer to make such demand, and without recognizing any claim of the Customer, or objection by the Customer to payment by us.

This Letter of Credit we understand relates to an Agreement between the Customer and the Municipality dated _____ and referred to as the {name of project}.

The amount of this Letter of Credit may be reduced from time to time as advised by notice in writing to us from time to time by the Municipality.

It is a condition of this Letter of Credit that it shall be deemed to be automatically extended without amendment from year to year from the present or any future expiration date hereof, unless at least 30 days prior to any such expiration date, we notify the Municipality in writing by registered mail, that we elect not to consider this Letter of Credit to be renewable for any additional period.

We engage with the Municipality that all drawings presented under or in compliance with, the terms of this credit will be duly honored on delivery of documents as specified, if present the counters of the bank, on or before {expiry date}, or any automatically extended date as hereinbefore set forth.

Except so far as otherwise expressly stated, this Letter of Credit is subject to the Uniform Customs and Practice for Documentary Credits (1983 Revision) International Chambers of Commerce (Publication No. 400).

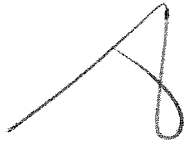
Countersigned

Authorized Signature

This is Exhibit "C" referred to in the Affidavit of

Robin Pedlar

Sworn before me this 4th day of October, 2022.



A Commissioner in and for the Province of Alberta

Scott Harwardt
Barrister and Solicitor



10000207116541712

CAN: 2016191732

Articles of Arrangement

Business Corporations Act
Section 193

ita

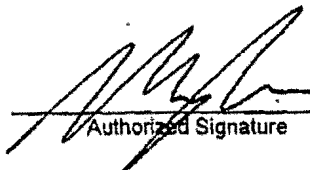
1. Name of Corporation	2. Corporate Access Number
WESTPOINT CAPITAL HIGH YIELD MORTGAGE INVESTMENT CORPORATION	2014957175

3. In accordance with the order approving the arrangement, the articles of the corporation are amended as follows:

In accordance with the Final Order of the Court of Queen's Bench of Alberta, Judicial Centre of Edmonton, dated the 14th day of July, 2015 granted by Justice Joanne B. Veit approving an arrangement pursuant to Section 193 of the *Business Corporations Act* (Alberta), the Plan of Arrangement, a copy of which is attached hereto as Schedule "A" (which is incorporated into and forms a part hereof), involving **Westpoint Capital Performance Mortgage Investment Corporation** (CAN: 2016191732), **Westpoint Capital Performance GP Ltd.** (CAN: 2016245157), **Westpoint Capital Performance Limited Partnership** (LP16245219), **Westpoint Capital High Yield Mortgage Investment Corporation** (CAN: 2014957175), **Westpoint Capital High Yield GP Ltd.** (CAN: 2014865790), **Westpoint Capital High Yield Limited Partnership** (LP15119860), **Westpoint Investment Trust** and **Westpoint Capital Corporation** (CAN: 2014865568) is hereby effected, and includes the following:

1. Dissolution of Westpoint Capital Performance GP Ltd.;
2. Dissolution of Westpoint Capital Performance Mortgage Investment Corporation.

There are no amendments to any of the Articles of the Corporations involved in the Plan of Arrangement.



 Authorized Signature

Munir Virani

 Name of Person Authorizing
 (please print)

July 14, 2015

 Date

N/A

 Identification

Director

 Title (please print)

15 0099

SCHEDULE ONE

To the Arrangement Agreement made effective
the 4th day of June, 2015 among
Westpoint Capital Performance Mortgage Investment Corporation, Westpoint Capital
Performance GP Ltd., Westpoint Capital Performance Limited Partnership, Westpoint Capital
High Yield Mortgage Investment Corporation, Westpoint Capital High Yield GP Ltd.,
Westpoint Capital High Yield Limited Partnership, Westpoint Investment Trust and Westpoint
Capital Corporation

PLAN OF ARRANGEMENT MADE PURSUANT TO SECTION 193
OF THE
BUSINESS CORPORATIONS ACT (ALBERTA)

ARTICLE 1 INTERPRETATION

1.1 In this Arrangement, the following words shall have the following meanings:

- (a) "ABCA" means the *Business Corporations Act (Alberta)*, R.S.A. 2000, c. B-9, as amended, including the regulations promulgated thereunder;
- (b) "Amalco" means the corporation resulting from the amalgamation of HMIC and WCMC pursuant to the Amalgamation Agreement;
- (c) "Amalgamation Agreement" means the amalgamation agreement to be entered into between HMIC and WCMC on or about the second day following the date of the Final Order;
- (d) "Arrangement", "herein", "hereof", "hereto", "hereunder" and similar expressions mean and refer to the arrangement, pursuant to section 193 of the ABCA, on the terms and conditions set forth in this Plan of Arrangement as supplemented, modified or amended, and not to any particular article, section or other portion hereof;
- (e) "Arrangement Agreement" means the arrangement agreement made effective June 4, 2015 among PMIC, PMIC GP, PMIC LP, HMIC, HMIC GP, HMIC LP, the Trust and WCC with respect to the Arrangement and all amendments thereto;
- (f) "Articles of Arrangement" means the articles of arrangement in respect of the Arrangement required by subsection 193(10) of the ABCA to be filed with the Registrar after the Final Order has been granted to give effect to the Arrangement;
- (g) "Certificate" means the certificate or proof of filing to be issued by the Registrar on the Effective Date pursuant to subsection 193(11) or subsection 193(12) of the ABCA giving effect to the Arrangement;
- (h) "Class A HMIC Shares" means the Class "A" Principal Preferred Shares in the capital of HMIC;
- (i) "Class A PMIC Shares" means the Class "A" Preferred Shares in the capital of PMIC;
- (j) "Class A Units" means the Class A Trust Units in the unit capital of the Trust;

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- (k) "Class B HMIC Shares" means the Class "B" Bonus Preferred Shares of HMIC;
- (l) "Class B PMIC Shares" means the Class "B" Common Shares in the capital of PMIC;
- (m) "Class B Units" means the Class B Trust Units in the unit capital of the Trust;
- (n) "Class C HMIC Shares" means the Class "C" Common Shares in the capital of HMIC;
- (o) "Class C Units" means the Class C Trust Units in the unit capital of the Trust;
- (p) "Common Share" means a Class C HMIC Share or Class B PMIC Share, as the context requires;
- (q) "Common Shareholder" means a holder of Class C HMIC Shares and/or Class B PMIC Shares;
- (r) "Court" means the Court of Queen's Bench of Alberta;
- (s) "Declaration of Trust" means the declaration of trust of the Trust dated June 1, 2002, as amended, supplemented or restated from time to time;
- (t) "Effective Date" means the date shown on the Certificate, if any, and in the absence of a Certificate, the date upon which the Final Order is granted;
- (u) "Effective Times" means, notwithstanding the Effective Date, the retroactive effective times of the various transactions set out in Article 3;
- (v) "Encumbrance" means any encumbrance, lien, charge, security interest, option, privilege or other restriction or right of any kind or nature, and any right or privilege capable of becoming any of the foregoing;
- (w) "Final Order" means the final order of the Court approving the Arrangement pursuant to paragraph 193(9)(a) of the ABCA, as such order may be affirmed, amended or modified by any court of competent jurisdiction;
- (x) "HMIC" means Westpoint Capital High Yield Mortgage Investment Corporation;
- (y) "HMIC Common Shareholder" means a holder of Class C HMIC Shares;
- (z) "HMIC GP" means Westpoint Capital High Yield GP Ltd., the general partner of HMIC LP;
- (aa) "HMIC LP" means Westpoint Capital High Yield Limited Partnership;
- (bb) "HMIC Meeting" means the special meeting of HMIC Shareholders to be held on Thursday, July 9, 2015 to consider, among other things, the Arrangement, and any adjournment(s) thereof;
- (cc) "HMIC Preferred Shareholder" means a holder of Class A HMIC Shares and, as applicable, Class B HMIC Shares;

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- (dd) "HMIC Preferred Shares" means the Class A HMIC Shares and the Class B HMIC Shares;
- (ee) "HMIC Shareholder" means a holder of HMIC Shares;
- (ff) "HMIC Shares" means the Class A HMIC Shares, Class B HMIC Shares and/or the Class C HMIC Shares;
- (gg) "Income Tax Act" means the *Income Tax Act* (Canada), including the regulations thereunder, as amended;
- (hh) "Interim Order" means the interim order of the Court pursuant to subsection 193(4) of the ABCA containing declarations and directions with respect to this Arrangement, as such order may be affirmed, amended or modified by any court of competent jurisdiction;
- (ii) "Master LP" means Westpoint Master Limited Partnership, a limited partnership established pursuant to the Partnership Act;
- (jj) "Meetings" means, collectively, the HMIC Meeting and the PMIC Meeting, and "Meeting" means either one of them, as the context requires;
- (kk) "MLP" means Westpoint Mortgage Limited Partnership, a limited partnership to be established pursuant to the Partnership Act;
- (ll) "Partnership Act" means the *Partnership Act* (Alberta), R.S.A. 2000, c. P-3, including the regulations thereunder, as amended;
- (mm) "Person" means an individual, partnership, association, body corporate, trust, unincorporated organization, government, regulatory authority or other entity;
- (nn) "Plan of Arrangement" means this Plan of Arrangement, as amended, modified or supplemented from time to time;
- (oo) "PMIC" means Westpoint Capital Performance Mortgage Investment Corporation; ←
- (pp) "PMIC Common Shareholder" means a holder of Class B PMIC Shares;
- (qq) "PMIC GP" means Westpoint Capital Performance GP Ltd., the general partner of PMIC LP;
- (rr) "PMIC LP" means Westpoint Capital Performance Limited Partnership;
- (ss) "PMIC Meeting" means the special meeting of PMIC Shareholders to be held on Thursday, July 9, 2015 to consider, among other things, the Arrangement, and any adjournment(s) thereof;
- (tt) "PMIC Preferred Shareholder" means a holder of Class A PMIC Shares;
- (uu) "PMIC Preferred Shares" means the Class A PMIC Shares;
- (vv) "PMIC Shareholder" means a holder of PMIC Shares;

- (ww) "PMIC Shares" means the Class A PMIC Shares and/or the Class B PMIC Shares;
 - (xx) "Preferred Shareholder" means a HMIC Preferred Shareholder or PMIC Preferred Shareholder, as the context requires;
 - (yy) "Registrar" means the Registrar of Corporations duly appointed under section 263 of the ABCA;
 - (zz) "Shareholder" means a holder of HMIC Shares and/or PMIC Shares;
 - (aaa) "Shares" means all or any of the issued and outstanding HMIC Shares and/or PMIC Shares, as the context requires;
 - (bbb) "Tax Act" means the Income Tax Act, R.S.C. 1985, c.1, (5th Supp.), and the Income Tax Regulations applicable with respect thereto, as amended from time to time;
 - (ccc) "Trust" means Westpoint Investment Trust, a mutual fund trust within the meaning of the Tax Act, existing under and governed by the laws of the province of Alberta pursuant to the Declaration of Trust;
 - (ddd) "Trust Units" means the trust units of the Trust authorized for issuance by the Trust pursuant to the Declaration of Trust;
 - (eee) "Unitholders" means the holders of Trust Units;
 - (fff) "WCMC" means Westpoint Capital Management Corporation;
- 1.2 The division of this Plan of Arrangement into articles and sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Arrangement.
- 1.3 Unless reference is specifically made to some other document or instrument, all references herein to articles, sections and subsections are to articles, sections and subsections of this Plan of Arrangement.
- 1.4 Unless the context otherwise requires, words importing the singular number shall include the plural and vice versa; and words importing any gender shall include all genders.
- 1.5 References in this Plan of Arrangement to any statute or sections thereof shall include such statute as amended or substituted and any regulations or rules promulgated thereunder from time to time in effect.
- 1.6 Unless otherwise stated, all references in this Plan of Arrangement to sums of money are expressed in lawful money of Canada.

ARTICLE 2 PURPOSE AND EFFECT OF THE ARRANGEMENT

- 2.1 The following is only intended to be a general statement of the purpose of the Arrangement and is qualified in its entirety by the specific provisions of the Arrangement:

The purpose of the Arrangement is to effect a reorganization and restructuring of the corporate structures of HMIC and PMIC into a single unit trust structure in order to provide for greater operational efficiency, eliminate certain investment restrictions and provide

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greater capitalization synergies between mortgage investment and direct real estate investment. The Arrangement will result in the consolidation of the assets of HMIC and PMIC into a single unit trust to which the Shareholders will sell their Shares in HMIC and PMIC in exchange for units of the Trust having substantially similar rights and restrictions as were associated with the Shares. Upon completion of the Arrangement, the Trust will own, directly or indirectly, the same assets that HMIC and PMIC collectively owned immediately prior to the effective time of the Arrangement and the Trust will, directly or indirectly, assume all of the obligations of HMIC and PMIC, which will be amalgamated and wound up, respectively. ←

- 2.1 The Arrangement shall be binding upon HMIC, PMIC, HMIC LP, HMIC GP, PMIC LP, PMIC GP, WCC and the Trust.
- 2.2 Articles of Arrangement shall be filed with the Registrar with the purpose and intent that none of the provisions of the Arrangement shall become effective unless all of the provisions of the Arrangement shall have become effective. The Certificate shall be conclusive evidence that the Arrangement has become effective and that each of the provisions of Article 3 has become effective on the Effective Date in the sequence set out therein.

ARTICLE 3 ARRANGEMENT

- 3.1 Effective at the Effective Times set out below, each of the events set out below shall occur and shall be deemed to occur without any further authorization, act or formality:
- (a) any agreements among any of, and the constating documents of the Trust, HMIC, PMIC, HMIC LP, HMIC GP, PMIC LP, PMIC GP and WCC shall be amended to the extent necessary to facilitate the Arrangement and the implementation of the steps and transactions contemplated herein;
- (b) Sale of Common Shares of HMIC and PMIC by Common Shareholders to WCC
- (i) On July 1, 2015 at 7:00 a.m., each of the PMIC Common Shareholders and the HMIC Common Shareholders will sell their respective Common Shares of PMIC ("PMIC Common Shares") and HMIC ("HMIC Common Shares") to WCC. As consideration for such sale of shares, the PMIC Common Shareholders and HMIC Common Shareholders will each receive \$1.00 for each PMIC Common Share and HMIC Common Share sold to WCC. The total PMIC Common Shares and HMIC Common Shares to be purchased by WCC will be 200 common shares for two hundred (\$200) dollars.
- (c) Sale of Preferred Shares of HMIC and PMIC by Preferred Shareholders to the Trust
- (i) On July 1, 2015 at 8:00 a.m., each of the PMIC Preferred Shareholders will sell all of their PMIC Preferred Shares to the Trust and will receive, as consideration, Class A Trust Units on a 1:1 basis and each of the HMIC Preferred Shareholders will sell all of their HMIC Preferred Shares to the Trust and will receive Class A Trust Units and Class B Trust Units calculated on the basis of (i) 0.8 Class A Trust Units and (ii) 0.2 Class B Trust Units being issued to a HMIC Preferred Shareholder for each Class "A" HMIC Preferred Share held by a HMIC Preferred Shareholder. Any PMIC Preferred Shareholder and any HMIC Preferred Shareholder who has submitted a redemption notice (the "Redemption Notice") pursuant to the Articles of Incorporation of PMIC or HMIC, as the case may be, prior to the date of the

Meetings, and whose shares have not been redeemed, will receive a redemption note of the Trust (the "Redemption Note"). Only the relative priority of satisfaction and the calculation of the face value of each Redemption Note will be determined based on the timing of the Redemption Notice and the respective redemption amount and redemption rights associated with the PMIC Preferred Shares and the HMIC Preferred Shares for which the Redemption Notice was given and all other rights and entitlements associated with the Redemption Note will be determined in accordance with the schedule of unit rights to the Declaration of Trust.

(d) Transfer of Preferred Shares by Trust to WCMC

- (i) On July 1, 2015 at 9:00 a.m., each PMIC Preferred Share and HMIC Preferred Share owned by the Trust shall be transferred, pursuant to subsection 85(1) of the Tax Act, to WCMC (free and clear of any encumbrances) in exchange for (i) a promissory note ("Transfer Note") and (ii) 99,800 fully paid and non-assessable class B non-voting Common Shares of WCMC ("WCMC Shares"), together having a fair market value equal to the aggregate fair market value of all of the PMIC Preferred Shares and HMIC Preferred Shares transferred to the Trust ("Aggregate Fair Market Value"). The Transfer Note will be in a principal amount equal to eighty percent (80%) of the Aggregate Fair Market Value plus the total amount of the non-capital losses carried forward in HMIC at its June 30, 2015 taxation year-end ("Cumulative Amount"). The stated capital account maintained for the WCMC Shares will be increased by an amount equal to the Aggregate Fair Market Value less the amount of the Transfer Note, in accordance with subsection 28(3) of the ABCA.

(e) Transfer of Real Estate Assets and Liabilities by PMIC LP to HMIC LP

- (i) On July 1, 2015 at 10:00 a.m., all beneficial and equitable title and interest in the real estate assets of PMIC LP ("PMIC LP Assets") shall be transferred, assigned and conveyed (the "PMIC LP Transfer") to HMIC LP pursuant to subsection 97(2) of the Tax Act and, in consideration therefor, all liabilities of PMIC LP relating to the PMIC LP Assets ("PMIC LP Liabilities") shall be assumed (the "PMIC LP Assumption") by HMIC LP. Bare legal title to the PMIC LP Assets shall remain in the wholly-owned subsidiaries of WCC and the PMIC LP Transfer and PMIC LP Assumption shall be deemed to:
- (1) transfer, assign and convey to HMIC LP all beneficial and equitable interest in all rights, defenses and counter-claims, of any kind whatsoever, that PMIC LP ever had, now has or may have in the future in connection with the PMIC LP Assets and PMIC LP Liabilities; and
 - (2) operate as a novation by substituting HMIC LP for PMIC LP as beneficial and equitable owner of all rights, benefits and interests in connection with the PMIC LP Assets and PMIC LP Liabilities that PMIC LP ever had, now has or may have in the future;
- (ii) On July 1, 2015 at 10:00 a.m. and as further consideration for the PMIC LP Transfer, HMIC LP will issue fully paid and non-assessable limited partnership units of HMIC LP to PMIC LP ("HMIC LP Units"), having a value

- equal to the difference between the fair market value of the PMIC LP Liabilities and the PMIC LP Assets;
- (iii) Following the PMIC LP Transfer, WCC (and/or its applicable wholly-owned subsidiaries) will acknowledge its continued obligations as trustee for HMIC LP and HMIC LP will appoint WCC as bare legal trustee of the PMIC LP Assets;
 - (f) Transfer of PMIC Common Shares and PMIC GP Shares by WCC to WCMC
 - (i) On July 1, 2015 at 11:00 a.m., 100 Class "B" Common Shares of PMIC and 100 Class "A" Common Shares of PMIC GP owned by WCC will be transferred to WCMC by WCC, and in consideration therefore, WCMC shall pay to WCC one hundred (\$100) dollars for the 100 Class "B" Common Shares of PMIC and a further one hundred (\$100) dollars for the 100 Class "A" Common Shares of PMIC GP.
 - (g) Subscription for Class C Trust Units by the Common Shareholders
 - (i) On July 1, 2015 at 11:15 a.m., each of the individuals previously holding HMIC Common Shares and PMIC Common Shares will subscribe for 1 Class C Unit of the Trust for a subscription price of \$1.00 per Class C Unit.
 - (h) Transfer of PMIC Preferred Shares and PMIC GP Shares by WCMC to HMIC
 - (i) On July 1, 2015 at 11:30 a.m., all of the PMIC Preferred Shares then outstanding and the 100 Class "A" Common Shares of PMIC GP owned by WCMC shall be transferred from WCMC, pursuant to subsection 85(1) of the Tax Act, to HMIC (free and clear of any encumbrances) in exchange for fully paid and non-assessable Class C HMIC Shares (the "HMIC Transfer Shares") having a fair market value equal to the PMIC Preferred Shares and 100 Class "A" Common Shares of PMIC GP so transferred.
 - (ii) On July 1, 2015 at 11:30 a.m. and upon the issuance of the HMIC Transfer Shares, there shall be added to the stated capital account maintained for the HMIC Transfer Shares, in accordance with subsection 28(3) of the ABCA, an amount equal to the fair market value equal to the PMIC Preferred Shares and 100 Class "A" Common shares of PMIC GP so transferred.
 - (i) Wind-up of PMIC GP into HMIC
 - (i) On July 1, 2015 at 12:00 p.m., all assets of PMIC GP shall be transferred to HMIC pursuant to subsection 88(1) of the Tax Act, all liabilities of PMIC GP shall be assumed by HMIC and PMIC GP shall be wound up and dissolved into HMIC.
 - (j) Reduction in Stated Capital of PMIC Shares
 - (i) On July 1, 2015 at 12:00 p.m., the stated capital account of the 100 Class "B" PMIC Common Shares shall be, and shall be deemed to be, reduced to \$1.00, without any payment to the PMIC Common Shareholder. Further, the stated capital account of the outstanding PMIC Preferred Shares shall be,

and shall be deemed to be, reduced to \$1.00, without any payment to the holder of the PMIC Preferred Shares;

(k) Assumption of PMIC LP Remaining Liabilities by HMIC

(i) On July 1, 2015 at 12:30 p.m., HMIC will assume all of the remaining liabilities of PMIC LP ("PMIC LP Remaining Liabilities") and as consideration therefor, HMIC shall increase its general partner capital account in PMIC LP by an amount equal to the fair market value of the PMIC LP Remaining Liabilities assumed. This assumption shall be deemed to:

- (1) transfer, assign and convey to HMIC all beneficial and equitable interest in all rights, defenses and counter-claims, of any kind whatsoever, that PMIC LP ever had, now has or may have in the future in connection with the PMIC LP Remaining Liabilities; and
- (2) operate as a novation by substituting HMIC for PMIC LP as beneficial and equitable owner of all rights, benefits and interests in connection with the PMIC LP Remaining Liabilities that PMIC LP ever had, now has or may have in the future;

(l) Wind-up of PMIC into HMIC

(i) On July 1, 2015 at 12:45 p.m., all assets of PMIC will be transferred to HMIC pursuant to subsection 88(1) of the Tax Act, all liabilities of PMIC will be assumed by HMIC and PMIC will be wound up and dissolved into HMIC.

(m) Wind-up of PMIC LP into HMIC

(i) On July 1, 2015 at 12:45 p.m., PMIC LP will dissolve according to the Partnership Act and all beneficial and equitable title and interest in the remaining assets of PMIC LP ("PMIC LP Remaining Assets") shall be transferred, assigned and conveyed (the "PMIC LP Remaining Transfer") to HMIC on a tax-deferred basis pursuant to subsection 98(5) of the Tax Act. Bare legal title to the PMIC LP Remaining Assets shall remain in WCC and the PMIC LP Remaining Transfer shall be deemed to:

- (1) transfer, assign and convey to HMIC all beneficial and equitable interest in all rights, defenses and counter-claims, of any kind whatsoever, that PMIC LP ever had, now has or may have in the future in connection with the PMIC LP Remaining Assets; and
- (2) operate as a novation by substituting HMIC for PMIC LP as beneficial and equitable owner of all rights, benefits and interests in connection with the PMIC LP Remaining Assets that PMIC LP ever had, now has or may have in the future;

(ii) Following the PMIC LP Remaining Transfer, WCC will acknowledge its continued obligations as trustee for HMIC and HMIC will appoint WCC as bare legal trustee of the PMIC LP Remaining Assets.

(n) Transfer of Mortgage Assets and Liabilities from HMIC to MLP

CR1501295 0107

CR1501295 0108

- (i) On July 1, 2015 at 1:00 p.m., all beneficial and equitable title and interest in the mortgage assets of HMIC ("HMIC Mortgage Assets") shall be transferred, assigned and conveyed (the "HMIC Mortgage Transfer") to MLP pursuant to subsection 97(2) of the Tax Act and, as consideration therefor, all liabilities of HMIC in respect of the HMIC Mortgage Assets ("HMIC Mortgage Liabilities") shall be assumed (the "HMIC Mortgage Assumption") by MLP. Bare legal title to the HMIC Mortgage Assets shall remain in WCC, or in any other third-party trustee in which legal title was previously vested, and the HMIC Mortgage Transfer and HMIC Mortgage Assumption shall be deemed to:
 - (1) transfer, assign and convey to MLP all beneficial and equitable interest in all rights, defenses and counter-claims, of any kind whatsoever, that HMIC ever had, now has or may have in the future in connection with the HMIC Mortgage Assets and HMIC Mortgage Remaining Liabilities; and
 - (2) operate as a novation by substituting MLP for HMIC as beneficial and equitable owner of all rights, benefits and interests in connection with the HMIC Mortgage Assets and HMIC Mortgage Liabilities that HMIC ever had, now has or may have in the future;
- (ii) On July 1, 2015 at 1:00 p.m. and as further consideration for the HMIC Mortgage Transfer, MLP will issue fully paid and non-assessable limited partnership units of MLP to HMIC ("MLP LP Units") having a fair market value equal to the difference between the fair market value of the HMIC Mortgage Assets and the HMIC Mortgage Liabilities and the fair market value of the MLP LP Units will be added to the capital account of HMIC.
- (o) Sale of Common Shares of HMIC GP by WCC to WCMC
 - (i) On July 1, 2015 at 1:30 p.m., WCC will sell its 100 Class "A" HMIC GP Common Shares to WCMC. As consideration for such sale of shares, WCC will receive \$1.00 for each Class "A" HMIC GP Common Share sold to WCMC.
- (p) Transfer of HMIC LP Units and MLP Units by HMIC to Master LP
 - (i) On July 1, 2015 at 2:00 p.m., all MLP LP Units and HMIC LP units owned by HMIC shall be transferred from HMIC to Master LP pursuant to subsection 97(2) of the Tax Act, and in consideration therefor, Master LP will:
 - (1) issue a one (\$1.00) dollar credit to the limited partner capital account for HMIC;
 - (2) issue a promissory note having a principal amount of eighty (80%) percent of the Cumulative Amount to HMIC ("Master LP Debt"); and
 - (3) issue a further promissory note having a principal amount equal to twenty (20%) of the Cumulative Amount less one (\$1.00) dollar to HMIC ("Subscription Debt").

ARTICLE 4 PROCESS

- 4.1 Each of the transactions and events set out in Article 3 shall be deemed to occur in the order and at the Effective Times prescribed therein.
- 4.2 With respect to each Share to which Section 3.1(b) and Section 3.1(c) applies, at the applicable Effective Times:
- (a) the Shareholder thereof shall cease to be a holder of such Share and such Shareholder's name shall be removed from the share register with respect to such Shares; and
 - (b) The Trust shall be, and be deemed to be, the transferee of such Shares (free and clear of any Encumbrances) and shall be entered in the share register as the shareholder thereof.

ARTICLE 5 AMENDMENTS

- 5.1 The Trust, HMIC, PMIC, HMIC LP, HMIC GP, PMIC LP, PMIC GP and WCC reserve the right to amend, modify and/or supplement this Plan of Arrangement at any time and from time to time prior to the Effective Date provided that any such amendment, modification or supplement must be contained in a written document that is: (a) filed with the Court and, if made following the Meetings, approved by the Court; and (b) communicated to the Shareholders and/or Unitholders, as the case may be, in the manner required by the Court (if so required).
- 5.2 Any amendment, modification or supplement to this Plan of Arrangement may be proposed by the Trust, HMIC, PMIC, HMIC LP, HMIC GP, PMIC LP, PMIC GP and WCC at any time and from time to time prior to or at the Meetings with or without any other prior notice or communication, and if so proposed and accepted by the Persons voting at the Meetings (other than as may be required under the Interim Order), shall become part of this Plan of Arrangement for all purposes.
- 5.3 Any amendment, modification or supplement to this Plan of Arrangement which is approved by the Court following the Meetings shall be effective only: (a) if it is consented to by the Trust, HMIC, PMIC, HMIC LP, HMIC GP, PMIC LP, PMIC GP and WCC; and (b) if required by the Court or applicable law, it is consented to by the Shareholders and/or Unitholders, as the case may be.

ARTICLE 6 FURTHER ASSURANCES

Notwithstanding that the transactions and events set out herein shall occur and be deemed to occur in the order set out in this Plan of Arrangement and specifically at the Effective Times associated with each transaction and event, without any further act or formality, each of the parties to the Arrangement Agreement shall make, do and execute, or cause to be made, done and executed, all such further acts, deeds, agreements, transfers, assurances, instruments or documents as may reasonably be required by any of them in order further to document or evidence any of the transactions or events set out herein.

This is Exhibit "D" referred to in the Affidavit of

Robin Pedlar

Sworn before me this 4th day of October, 2022.

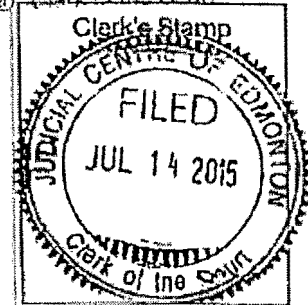


A Commissioner in and for the Province of Alberta

Scott Harwardt
Barrister and Solicitor

I hereby certify this to be a true copy of the original.

for Clerk of the Court



COURT FILE NUMBER 1503-08010

COURT COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE EDMONTON

APPLICANTS WESTPOINT CAPITAL PERFORMANCE MORTGAGE INVESTMENT CORPORATION, WESTPOINT CAPITAL HIGH YIELD MORTGAGE INVESTMENT CORPORATION, WESTPOINT CAPITAL PERFORMANCE GP LTD., WESTPOINT CAPITAL PERFORMANCE LIMITED PARTNERSHIP, WESTPOINT CAPITAL HIGH YIELD GP LTD., WESTPOINT CAPITAL HIGH YIELD LIMITED PARTNERSHIP, WESTPOINT INVESTMENT TRUST AND WESTPOINT CAPITAL CORPORATION

RESPONDENTS NOT APPLICABLE

IN THE MATTER OF SECTION 193 OF THE BUSINESS CORPORATIONS ACT, R.S.A. 2000, c. B-9, AS AMENDED

AND IN THE MATTER OF A PROPOSED ARRANGEMENT INVOLVING WESTPOINT CAPITAL PERFORMANCE MORTGAGE INVESTMENT CORPORATION, ITS SHAREHOLDERS, WESTPOINT CAPITAL HIGH YIELD MORTGAGE INVESTMENT CORPORATION, ITS SHAREHOLDERS, WESTPOINT CAPITAL PERFORMANCE GP LTD., WESTPOINT CAPITAL PERFORMANCE LIMITED PARTNERSHIP, WESTPOINT CAPITAL HIGH YIELD GP LTD., WESTPOINT CAPITAL HIGH YIELD LIMITED PARTNERSHIP, WESTPOINT INVESTMENT TRUST AND WESTPOINT CAPITAL CORPORATION

DOCUMENT FINAL ORDER

PARTIES FILING THIS DOCUMENT WESTPOINT CAPITAL PERFORMANCE MORTGAGE INVESTMENT CORPORATION, WESTPOINT CAPITAL HIGH YIELD MORTGAGE INVESTMENT CORPORATION, WESTPOINT CAPITAL PERFORMANCE GP LTD., WESTPOINT CAPITAL PERFORMANCE LIMITED PARTNERSHIP, WESTPOINT CAPITAL HIGH YIELD GP LTD., WESTPOINT CAPITAL HIGH YIELD LIMITED PARTNERSHIP, WESTPOINT INVESTMENT TRUST AND WESTPOINT CAPITAL CORPORATION

ADDRESS FOR SERVICE OF LAWYER OF RECORD BRYAN & COMPANY LLP
2600 Manulife Place
10180 - 101 Street
Edmonton, AB T5J 3Y2

LAWYER IN CHARGE Liza J. Wold
Phone: 780.423.5730
Fax: 780.428.6324
Email: ljwold@bryanco.com
File No.: 30160-1

DATE ON WHICH ORDER WAS PRONOUNCED:	July 14, 2015
NAME OF JUSTICE WHO MADE THIS ORDER:	Madam Justice J. Veit
LOCATION OF HEARING:	Edmonton, Alberta

FINAL ORDER

UPON the Originating Application of Westpoint Capital Corporation ("WCC"), Westpoint Capital Performance Mortgage Investment Corporation ("PMIC"), Westpoint Capital High Yield Mortgage Investment Corporation ("HMIC"), Westpoint Capital Performance GP Ltd. ("PMIC GP"), Westpoint Capital Performance Limited Partnership ("PMIC LP"), Westpoint Capital High Yield GP Ltd. ("HMIC GP"), Westpoint Capital High Yield Limited Partnership ("HMIC LP") and Westpoint Investment Trust (the "Trust") pursuant to Section 193 of the *Business Corporations Act*, R.S.A., 2000, c. B-9, as amended ("ABCA");

AND UPON reading the said Originating Application, and the Affidavits of Munir Virani sworn June 8, 2015 and July 10, 2015, and the Affidavit of Jordan Mertz sworn June 11, 2015, filed herein;

AND UPON it appearing that the notice and time and place of hearing of this Application was given to the Shareholders and that no Notices of Intention to Appear have been received by counsel for the Applicants or filed with this Honourable Court with respect to this Application;

AND UPON NOTING that a special meeting (the "Meeting") of the Shareholders was called and conducted on July 9, 2015, in accordance with the Interim Order of this Honourable Court dated June 12, 2015 (the "Interim Order"), that the required quorum was present at the Meeting, and that the Shareholders approved the Arrangement in the manner and by the requisite majorities provided for in the Interim Order;

AND UPON hearing representations by counsel for the Applicant;

AND UPON NOTING THAT for the purposes of this Order the capitalized terms not defined in this Order shall have the meaning ascribed to them in the Management

Information Circular of HMIC (the "HMIC Circular") and the Management Information Circular of PMIC (the "PMIC Circular") (the HMIC Circular and the PMIC Circular, collectively, the "Information Circulars"), which are attached in their final forms as Exhibits "1A" and "1B" to the Affidavit of Munir Virani sworn July 10, 2015.

IT IS HEREBY ORDERED, DECLARED AND DIRECTED THAT:

GENERAL

1. The plan of arrangement (the "Arrangement") proposed by the Applicants is approved pursuant to Section 193 of the ABCA, and will, upon the filing of the Articles of Arrangement under the ABCA, become effective in accordance with its terms and will be binding on and after the respective Effective Times contemplated by, and defined in, the Arrangement.
2. The applicable statutory procedures respecting arrangements, as set out in the ABCA, have been met, the application has been put forward in good faith and the arrangement is fair and reasonable.
3. The Articles of Arrangement in respect of the Arrangement shall be filed pursuant to Section 193 of the ABCA on such date as the Applicants determine, provided that such date is not later than July 31, 2015.
4. Service of notice of this Application, of the notices in respect of the Meeting, and of the Interim Order is hereby deemed good and sufficient.
5. Service of this Order shall be made on all such persons who appeared on this Application, either by counsel or in person.
6. The Applicants or any of them, shall be entitled at any time to seek leave to vary this Order or to seek the advice and direction of this Court as to the implementation of this Order upon such terms and the giving of such notice as this Court may direct.

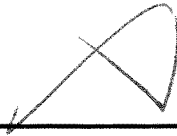
J. Veit

Justice of the Court of Queen's Bench of Alberta

This is Exhibit "E" referred to in the Affidavit of

Robin Pedlar

Sworn before me this 4th day of October, 2022.



A Commissioner in and for the Province of Alberta

Scott Harwardt
Barrister and Solicitor



June 12th, 2018

1831575 Alberta Ltd.
RR 2
Leduc, AB T9E 2X2

Attention: Steve Froese

Via Registered Mail

RE: Development Agreement – Spruce Ridge Gardens Stage 2

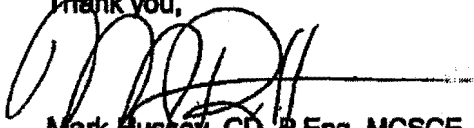
The City of Spruce Grove was advised by Roy Weibe on June 1st, 2018, via telephone, that the City should draw upon the security held by the City to complete the deficiencies necessary so that Final Acceptance Certificates can be issued as outlined in the Development Agreement between The City of Spruce Grove and 1831575 Alberta Ltd., signed on the 20th day of August, 2014. Both Mr. Weibe and Mr. Terrence Kozmech of Descon Engineering Services, acting as the developer's engineer, have been made aware of the outstanding requirements.

The City intends to rely upon this direction and proceed to draw on the security and carry out the necessary work. In addition, the City will look to 1831575 Alberta Ltd. for any deficiency of funds should the security not be sufficient to carry out the necessary work.

The City will proceed in this manner and draw upon your Letter of Credit (Westpoint Capital Ref# 1246) unless you are in contact with the City prior to July 6th, 2018.

Should you have any questions or would like further information, please contact me at (780) 962-7624.

Thank you,



Mark Hussey, CD, P.Eng, MCSCE
Director of Engineering
City of Spruce Grove

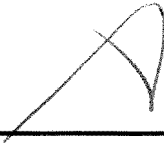
cc: Corey Levasseur – City of Spruce Grove

The Community of Choice

This is Exhibit "F" referred to in the Affidavit of

Robin Pedlar

Sworn before me this 4th day of October, 2022.



A Commissioner in and for the Province of Alberta

Scott Harwardt
Barrister and Solicitor



July 26th, 2018

Westpoint Capital Performance
Mortgage Investment Corporation
#201, 1230 91 Street SW
Edmonton Alberta T6X 0P2

Via Courier


RE: 1831575 Alberta Ltd. Letter of Credit for Spruce Ridge Gardens Stage 3

Please be advised that the City of Spruce Grove is requesting payment in full of the Letter of Credit No. 1246 in the amount of \$1,155,378.50.

We ask that the required funds be forwarded to the City immediately to allow for all outstanding deficiencies and issues to be resolved in fairness to all parties involved.

Should you have any questions, please contact me at (780) 962-7624.

Thank you,



Mark Hussey, CD, P.Eng, MCSCE
Director of Engineering
City of Spruce Grove

cc: Corey Levasseur – City of Spruce Grove
Steve Froese – 1831575 Alberta Ltd.

The Community of Choice

This is Exhibit "G" referred to in the Affidavit of

Robin Pedlar

Sworn before me this 4th day of October, 2022.



A Commissioner in and for the Province of Alberta

Scott Harwardt
Barrister and Solicitor

Tracey Higgins

From: Marnie Kiel <mkiel@westpointcapital.ca>
Sent: Monday, August 27, 2018 11:00 AM
To: Robin Pedlar
Subject: RE: 1831575 Alberta Ltd. LOC No. 1246

Hello Robin,

I hope you are doing well. Unfortunately, Westpoint Performance Mortgage Investment Corporation, the company that issued the Letter of Credit, was dissolved in 2015 and therefore does not exist to fund the Letter of Credit.

All the best,

Marnie Kiel

Chief Operations Officer
Westpoint Capital Corporation
Phone: 780-433-5516
www.westpointcapital.ca

The information contained in this correspondence is proprietary and confidential and is not intended to solicit investment funds in any jurisdiction. If you are not the named addressee you should not disseminate, distribute, or copy this email. If you have received this email in error please delete and notify the sender.

From: Robin Pedlar [<mailto:rpedar@sprucegrove.org>]
Sent: Wednesday, August 22, 2018 9:45 AM
To: Marnie Kiel <mkiel@westpointcapital.ca>
Cc: Mark Hussey <mhussey@sprucegrove.org>; Corey Levasseur <clevasseur@sprucegrove.org>
Subject: 1831575 Alberta Ltd. LOC No. 1246
Importance: High

Good morning Marnie,

Further to my voicemail this morning, the City of Spruce Grove sent the attached letter via courier on July 26th, 2018 requesting payment in full of Letter of Credit No. 1246 provided by Westpoint Capital on behalf of 1831575 Alberta Ltd.

The City requires these fund in order to rectify the default of the Development Agreement for Spruce Ridge Gardens Stage 3 between 1831575 Alberta Ltd. and the City of Spruce Grove by completing the deficiencies outstanding in the development.

Further to the letter couriered, I also left a voicemail last week with Munir Virani, CA, Chief Executive Officer with no response.

Please contact me.

Regards,

Robin Pedlar, C.E.T. | Supervisor of Land Development | City of Spruce Grove
414 King Street | Spruce Grove, AB | T7X 2C7
Mailing Address | 315 Jespersen Avenue | Spruce Grove, AB | T7X 3E8

This is Exhibit "H" referred to in the Affidavit of

Robin Pedlar

Sworn before me this 2th day of October, 2022.



A Commissioner in and for the Province of Alberta

Scott Harwardt
Barrister and Solicitor

Michelle L. Neveu

From: Michelle L. Neveu
Sent: Friday, September 07, 2018 10:06 AM
To: 'mkiel@westpointcapital.ca'
Subject: Letter of Credit for Spruce Grove Ridge Gardens Stage 3
Attachments: Letter to Marnie Kiel with attached Standy Letter of Credit No 1246.pdf

Please see attached correspondence from Sheila McNaughtan, Q.C.,

Michelle L. Neveu | Legal Assistant
Direct: 780.497.3322 | mneveu@rurf.com



3200 Manulife Place | 10180 - 101 Street | Edmonton AB Canada T5J 3W8
Fax: 780.429.3044 | Toll Free: 1.800.661.7673 | www.rurf.com



Reynolds
Mirth
Richards
& Farmer LLP

WRITER'S EMAIL smcnaughtan@rmrf.com
YOUR FILE

WRITER'S DIRECT PHONE 780.497.3362
OUR FILE 78607-218-SCM

September 6, 2018

Delivered by Email to mkiel@westpointcapital.ca

Attention: Marnie Kiel, Chief Operations Officer

Westpoint Investment Trust and
Westpoint Capital Corporation Trustee
201, 1230 – 91 Street SW
Edmonton, AB T6X 0P2

Dear Ms. Kiel:

Re: Letter of Credit for Spruce Grove Ridge Gardens Stage 3

We are the solicitors for the City of Spruce Grove. We have been provided a copy of your email dated August 27, 2018 directed to Robin Pedlar at the City of Spruce Grove with respect to Stand-by Letter of Credit No. 1246 issued by Westpoint Capital Performance Mortgage Investment Corporation dated August 8, 2014 on behalf of the client, 1831575 Alberta Ltd. The City of Spruce Grove demanded draw down of the entire amount of the Letter of Credit in the amount of \$1,155,378.50.

The Stand-by Letter of Credit No. 1246 a copy of which is attached is automatically extended without amendment from year-to-year unless at least 30 days prior to any such expiration date, the municipality is notified in writing by registered mail that the issuer of the letter of credit elects not to consider the letter of credit renewable for any additional period. The City of Spruce Grove has never been provided with any such notice and accordingly, understands that the Stand-by Letter of Credit No. 1246 continues to be a valid letter of credit.

Your email to Ms. Pedlar indicates that Westpoint Capital Performance Mortgage Investment Corporation was dissolved in 2015 and therefore does not exist to fund the letter of credit.

We have reviewed the documents filed at Alberta Corporate Registry with regard to Westpoint Capital Performance Mortgage Investment Corporation. The Arrangement Agreement dated June 4, 2015 filed at Corporate Registry as approved by Order of Justice Veit of the Alberta Court of Queen's Bench specifically provides in Article 2.1 that upon completion of the arrangement, the trust, being defined as Westpoint Investment Trust will own directly or

September 6, 2018

R M R F

indirectly the assets of Westpoint Capital Performance Mortgage Investment Corporation and the trust will, indirectly or directly, assume all of the obligations of Westpoint Capital Performance Mortgage Investment Corporation. We understand the effect of this Arrangement Agreement is while Westpoint Capital Performance Mortgage Investment Corporation has been wound-up or dissolved the obligations prior to that winding up or dissolution have become the obligations of Westpoint Investment Trust. Based on documents on the Court file, we understood Westpoint Capital Corporation is the Trustee of that Trust.

Accordingly, the demand made by the City of Spruce Grove who had no knowledge of this arrangement agreement, and who have continued to hold the Stand-by Letter of Credit No. 1246 require it to be honoured in accordance with the drawdown letter dated July 26, 2018.

By this letter, as the solicitor and agent of the City of Spruce Grove, we reiterate the demand for payment in full of the Letter of Credit.

We ask that you provide the funds to our office immediately.

Yours truly,

REYNOLDS MIRTH RICHARDS & FARMER LLP

PER:


SHEILA MCNAUGHTAN, Q.C.

SCM/mln

Enclosure

cc. Robin Pedlar

2156433.doc



WESTPOINT
CAPITAL

COPY

Irrevocable Letter of Credit

August 8, 2014

City of Spruce Grove
315 Jespersen Avenue
Spruce Grove, Alberta T7X 3E8

Attention: Robin Pedlar, C.E.T.

Dear Sir:

RE: STANDBY LETTER OF CREDIT NO. 1246

We hereby authorize you to draw on the Westpoint Capital Performance Mortgage Investment Corporation (the Bank), 4636 Calgary Trail NW, Edmonton, Alberta for the account of 1831575 Alberta Ltd. (the Customer) up to an aggregate amount of \$1,155,378.50.

Pursuant to the request of the customer, we the Bank, hereby establish and give the City of Spruce Grove (the Municipality) an Irrevocable Letter of Credit in favor of the Municipality in the above amount which may be drawn on by the Municipality at any time and from time to time, upon written demand for payment made upon us by the Municipality, which demand we shall honour without enquiring whether the Municipality has the right as between the Municipality and the Customer to make such demand, and without recognizing any claim of the Customer, or objection by the Customer to payment by us.

This Letter of Credit we understand relates to an Agreement between the Customer and the Municipality dated August 7, 2014 and referred to as the Spruce Grove Ridge Gardens – Stage 3.

The amount of this Letter of Credit may be reduced from time to time as advised by notice in writing to us from time to time by the Municipality.

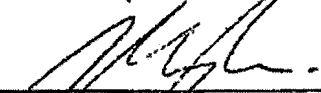
It is a condition of this Letter of Credit that it shall be deemed to be automatically extended without amendment from year to year from the present or any future expiration date hereof, unless at least 30 days prior to any such expiration date, we notify the Municipality in writing by registered mail, that we elect not to consider this Letter of Credit to be renewable for any additional period.

We engage with the Municipality that all drawings presented under or in compliance with, the terms of this credit will be duly honored on delivery of documents as specified, if present the counters of the bank, on or before August 7, 2016, or any automatically extended date as hereinbefore set forth.

Except so far as otherwise expressly stated, this Letter of Credit is subject to the Uniform Customs and Practice for Documentary Credits (1983 Revision) International Chambers of Commerce (Publication No. 400).



Countersigned

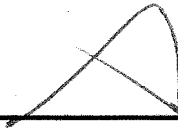


Authorized Signature

This is Exhibit "I" referred to in the Affidavit of

Robin Pedlar

Sworn before me this 4th day of October, 2022.



A Commissioner in and for the Province of Alberta

Scott Harwardt
Barrister and Solicitor

IN THE MATTER OF A LETTER DATED SEPTEMBER 6, 2018

ADDRESSED TO WESTPOINT INVESTMENT TRUST

AFFIDAVIT OF SERVICE

I, RICK POLO, of the City of Edmonton, in the Province of Alberta, Process Server,
MAKE OATH AND SAY THAT:

1. I did on Tuesday the 25th day of September, 2018 at 1:48 p.m., serve the registered office of WESTPOINT INVESTMENT TRUST with a Letter dated September 6, 2018 in this matter, which is hereunto annexed and marked as Exhibit "A" respectively to this my Affidavit, by delivering the said copy to and by leaving the same at the registered office located at 201, 1230 91 Street, Edmonton, Alberta.

SWORN BEFORE ME at the City of Edmonton, in the Province of Alberta, this 25th day of September, 2018.


A COMMISSIONER FOR OATHS IN AND FOR ALBERTA
Julie D. Desjardins
My Commission Expires:
November 10, 2019



RICK POLO



Reynolds
Mirth
Richards
& Farmer LLP

BARRISTERS SOLICITORS

WRITER'S EMAIL smcnaughtan@rmrf.com
YOUR FILE

WRITER'S DIRECT PHONE 780.497.3362
OUR FILE 78607-218-SCM

September 6, 2018

Delivered by Email to mkiel@westpointcapital.ca

Attention: Marnie Kiel, Chief Operations Officer

Westpoint Investment Trust and
Westpoint Capital Corporation Trustee
201, 1230 - 91 Street SW
Edmonton, AB T6X 0P2

This is Exhibit "A" referred to in the
Affidavit of
Rick Palo
Sworn before me this 25 day
of September A.D. 2018.

A Notary Public / A Commissioner for Oaths
in and for the Province of Alberta

Julie G. Desjardins
My Commission Expires
November 10, 2019

Dear Ms. Kiel:

Re: Letter of Credit for Spruce Grove Ridge Gardens Stage 3

We are the solicitors for the City of Spruce Grove. We have been provided a copy of your email dated August 27, 2018 directed to Robin Pedlar at the City of Spruce Grove with respect to Stand-by Letter of Credit No. 1246 issued by Westpoint Capital Performance Mortgage Investment Corporation dated August 8, 2014 on behalf of the client, 1831575 Alberta Ltd. The City of Spruce Grove demanded draw down of the entire amount of the Letter of Credit in the amount of \$1,155,378.50.

The Stand-by Letter of Credit No. 1246 a copy of which is attached is automatically extended without amendment from year-to-year unless at least 30 days prior to any such expiration date, the municipality is notified in writing by registered mail that the issuer of the letter of credit elects not to consider the letter of credit renewable for any additional period. The City of Spruce Grove has never been provided with any such notice and accordingly, understands that the Stand-by Letter of Credit No. 1246 continues to be a valid letter of credit.

Your email to Ms. Pedlar indicates that Westpoint Capital Performance Mortgage Investment Corporation was dissolved in 2015 and therefore does not exist to fund the letter of credit.

We have reviewed the documents filed at Alberta Corporate Registry with regard to Westpoint Capital Performance Mortgage Investment Corporation. The Arrangement Agreement dated June 4, 2015 filed at Corporate Registry as approved by Order of Justice Veit of the Alberta Court of Queen's Bench specifically provides in Article 2.1 that upon completion of the arrangement, the trust, being defined as Westpoint Investment Trust will own directly or

indirectly the assets of Westpoint Capital Performance Mortgage Investment Corporation and the trust will, indirectly or directly, assume all of the obligations of Westpoint Capital Performance Mortgage Investment Corporation. We understand the effect of this Arrangement Agreement is while Westpoint Capital Performance Mortgage Investment Corporation has been wound-up or dissolved the obligations prior to that winding up or dissolution have become the obligations of Westpoint Investment Trust. Based on documents on the Court file, we understood Westpoint Capital Corporation is the Trustee of that Trust.

Accordingly, the demand made by the City of Spruce Grove who had no knowledge of this arrangement agreement, and who have continued to hold the Stand-by Letter of Credit No. 1246 require it to be honoured in accordance with the drawdown letter dated July 26, 2018.

By this letter, as the solicitor and agent of the City of Spruce Grove, we reiterate the demand for payment in full of the Letter of Credit.

We ask that you provide the funds to our office immediately.

Yours truly,

REYNOLDS MIRTH RICHARDS & FARMER LLP

PER:

SHEILA MCNAUGHTAN, Q.C.

SCM/mln

Enclosure

cc. Robin Pedlar

2156433.doc



WESTPOINT
CAPITAL

COPY

Irrevocable Letter of Credit

August 8, 2014

City of Spruce Grove
315 Jespersen Avenue
Spruce Grove, Alberta T7X 3E8

Attention: Robin Pedlar, C.E.T.

Dear Sir:

RE: STANDBY LETTER OF CREDIT NO. 1246

We hereby authorize you to draw on the Westpoint Capital Performance Mortgage Investment Corporation (the Bank), 4636 Calgary Trail NW, Edmonton, Alberta for the account of 1831575 Alberta Ltd. (the Customer) up to an aggregate amount of \$1,155,378.50.

Pursuant to the request of the customer, we the Bank, hereby establish and give the City of Spruce Grove (the Municipality) an Irrevocable Letter of Credit in favor of the Municipality in the above amount which may be drawn on by the Municipality at any time and from time to time, upon written demand for payment made upon us by the Municipality, which demand we shall honour without enquiring whether the Municipality has the right as between the Municipality and the Customer to make such demand, and without recognizing any claim of the Customer, or objection by the Customer to payment by us.

This Letter of Credit we understand relates to an Agreement between the Customer and the Municipality dated August 7, 2014 and referred to as the Spruce Grove Ridge Gardens – Stage 3.

The amount of this Letter of Credit may be reduced from time to time as advised by notice in writing to us from time to time by the Municipality.

It is a condition of this Letter of Credit that it shall be deemed to be automatically extended without amendment from year to year from the present or any future expiration date hereof, unless at least 30 days prior to any such expiration date, we notify the Municipality in writing by registered mail, that we elect not to consider this Letter of Credit to be renewable for any additional period.

We engage with the Municipality that all drawings presented under or in compliance with, the terms of this credit will be duly honored on delivery of documents as specified, if present the counters of the bank, on or before August 7, 2016, or any automatically extended date as hereinbefore set forth.

Except so far as otherwise expressly stated, this Letter of Credit is subject to the Uniform Customs and Practice for Documentary Credits (1983 Revision) International Chambers of Commerce (Publication No. 400).

Countersigned

Authorized Signature



July 26th, 2018

Westpoint Capital Performance
Mortgage Investment Corporation
#201, 1230 91 Street SW
Edmonton Alberta T6X 0P2

Via Courier

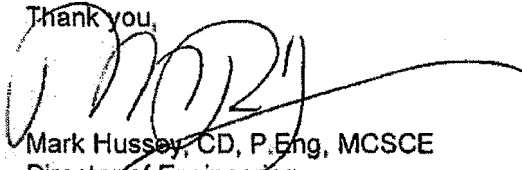
RE: 1831575 Alberta Ltd. Letter of Credit for Spruce Ridge Gardens Stage 3

Please be advised that the City of Spruce Grove is requesting payment in full of the Letter of Credit No. 1246 in the amount of \$1,155,378.50.

We ask that the required funds be forwarded to the City immediately to allow for all outstanding deficiencies and issues to be resolved in fairness to all parties involved.

Should you have any questions, please contact me at (780) 962-7624.

Thank you,



Mark Hussey, CD, P.Eng, MCSCE
Director of Engineering
City of Spruce Grove

cc: Corey Levasseur – City of Spruce Grove
Steve Froese – 1831575 Alberta Ltd.

The Community of Choice

This is Exhibit "J" referred to in the Affidavit of

Robin Pedlar

Sworn before me this 4th day of October, 2022.



A Commissioner in and for the Province of Alberta

Scott Harwardt
Barrister and Solicitor



PLANNING & INFRASTRUCTURE
Engineering

MEMORANDUM – Tender Award Approval

Date: March 21, 2021

To: Mark Hussey, Director of Engineering

From: Trevor Crawford, Supervisor of Capital Projects

2022 Surface Improvement Program

Background:

The 2022 Surface Improvement Program was tendered to contractors and closed on March 8, 2022. Tenders were received electronically by Select Engineering. Nine bids were received and evaluated based on the criteria provided in the Bid Documents. Tender results are as follows:

D & H Concrete Services Ltd.	\$1 407 157.92 (197.5 pts)
Border Paving Ltd.	\$1 464 145.70 (196.1 pts)
DeFord Contracting Inc.	\$1 438 078.75 (195.3 pts)
Rulam	\$1 501 647.25 (188.1 pts)
E Construction	\$1 522 283.30 (181.5 pts)
Knelson Sand and Gravel	\$1 445 353.04 (177.8 pts)
Kantrax	\$1 449 751.89 (177.6 pts)
O'Hanlon Paving Ltd.	\$1 953 986.00 (164.5 pts)
NorthWest Paving	\$2 299 670.00 (138.3 pts)

This project tender includes 2 different areas of work and is funded by:

- 2022 Concrete Rehab and Asphalt Resurfacing - Budget \$1 608 869.00 and ✓
- 2022 Spruce Ridge Gardens Phase 3 Rehabilitation - Budget \$450 000.00 ✓

The D & H Concrete tender breaks down as:

- 2022 Concrete Rehab and Asphalt Resurfacing \$1 208 363.27
- 2022 Spruce Ridge Gardens Phase 3 Rehabilitation \$198 794.65

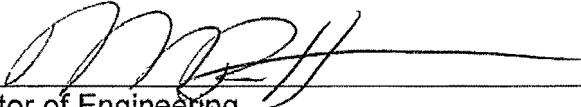
Recommendation:

That the 2022 Surface Improvement Program project be awarded to D & H Concrete in the amount of \$1 407 157.00 & a total project cost of \$1 908 869.00

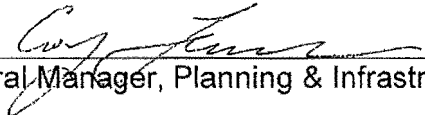
- \$1 608 869.00 - 2022 Concrete Rehab and Asphalt Resurfacing (\$1 208 363.27 Tender plus \$400 505.73 for Engineering/Testing and Contingency.

- \$300 000.00 - 2022 Spruce Ridge Gardens Phase 3 Rehabilitation (\$198 794.65 Tender plus \$101 205.35 for Engineering/Testing and Contingency)

APPROVED AS PER RECOMMENDATION:



Date: March 21, 2022
Director of Engineering



Date: March 21, 2022
General Manager, Planning & Infrastructure



Select Engineering Consultants Ltd.

Suite 100, 17413 – 107 Avenue NW, Edmonton AB T5S 1E5
T: 780 651 5777 F: 780 651 5757 selecteng.ca

September 26, 2022

File No.: 02-22093-4.5

Trevor Crawford
Supervisor of Capital Projects
City of Spruce Grove
3rd Fl., Shenfield Centre
315 Jespersen Avenue
Spruce Grove AB T7X 3E8

Dear Trevor,

Re: 2022 Spruce Ridge Gardens Infrastructure Improvements - Culvert End Reconstruction
GS Construction Invoice 22109*01 – September 19, 2022

Please find attached the above noted GS Construction Invoice No. 22109*01 for \$89,605.00, plus GST of \$4,480.25 for a total of **\$94,085.25**. This invoice pertains to the reconstruction of the existing culvert end for the above noted project.

We recommend payment directly to GS Construction.

Should you have any questions or require additional information, please feel free to call me at (780) 651-5782.

Sincerely,

Select Engineering Consultants

A handwritten signature in black ink, appearing to read 'Justin Young', is written over a white background.

Justin Young, P.Eng.
Project Manager
jyoung@selecteng.ca

Attachment

cc:

GS Construction
 27060 Acheson Rd
 Acheson, AB T7X 6B1
 1 780 962-3544



Invoice 22109*01

Bill to: City of Spruce Grove	Job: 22109 SG Spruce Gardens Culvert 36 Spruce Gardens Crescent Spruce Grove, AB
----------------------------------	---

Invoice #: 22109*01 Date: 09/19/22 Payment Terms: Net 30 Customer Code: SPRUCEGROV	Customer P.O. #: Salesperson:
---	----------------------------------

Remarks:

Quantity	Description	U/M	Unit Price	Extension
1.000	SG 900 CSP Repair	LS	89,605.000	89,605.00
			Total:	89,605.00
			GST 5%:	4,480.25
			Current Due:	94,085.25

Engineering

GL Code	AA Code	Subtotal	Description
3-615-10-52-04-00	S.R.GARDENS	\$89 605.00	

Trevor Crawford
 2022-09-29

DocuSigned by:

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Mark Hussey
 2022-09-29

DocuSigned by:

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TCA Approval

GL Code	AA Code	Subtotal	Description
3-615-10-52-04-00	S.R.GARDENS	89,605.00	SG 900 CSP Repair

AP Gross

89,605.00

Carolyn Soloducha
 2022-09-29

DocuSigned by:

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9912 – 107 Street
PO Box 2415
Edmonton AB T5J 2S5

Email: ebusiness.support@wcb.ab.ca
Tel: (780) 498-3999 (1-866-922-9221)
Fax: (780) 498-7999
WCB website: www.wcb.ab.ca

September 19, 2022

Reference Number: 588732

CITY OF SPRUCE GROVE
315 JESPERSEN AVE
SPRUCE GROVE AB T7X 3E8

Dear Sir or Madam:

Re: G S HOLDINGS COMPANY LTD.
27060 ACHESON RD
ACHESON AB T7X 6B1

The above named subcontractor has an account with WCB-Alberta in the following industry(ies):

account	trade names(s)/industry	effective date	coverage
1315419	GS CONSTRUCTION SEWER & WATER LINES/ROADWORK	May 21, 1974	worker coverage personal coverage for: TERRAN SANDWICH

Thank you for checking into the status of this contractor or subcontractor. Under Section 126 of the Workers' Compensation Act, you are responsible for obtaining a clearance on your contractor or subcontractor, in order to release you from any liability for unpaid WCB premiums owed by them. Please ensure clearance has been issued in the correct name and that there is coverage in the industry(ies) for which work was performed.

Please accept this letter as a clearance for work completed between the effective date of the account and the date of this letter. For this account, you are cleared of any liability under Section 126 of the Workers' Compensation Act up to the date of this letter. Any holdback may be released for contracts completed, and/or for work completed to the date of this letter. For an account that shows closed under the effective date, the clearance is only valid for work completed up to the close date. If work has not started, obtain a clearance prior to releasing final payment.

Please note, if any directors of the corporation are injured at work, you are protected from lawsuit if they have personal coverage. If they do not have personal coverage, you may not be protected in the case of a workplace injury.

If your contractor or subcontractor is performing work outside Alberta, contact the WCB in that jurisdiction to determine your clearance and any other WCB requirements.

Any alteration of this document is strictly prohibited.

Yours truly,

eBusiness Support Team (13619207)



Select Engineering Consultants

Suite 100, 17413—107 Avenue NW Edmonton AB T5S 1E5
office 780 651 5777 fax 780 651 5757 selecteng.ca

City of Spruce Grove
Trevor Crawford
315 Jespersen Avenue
Spruce Grove, AB T7X 3E8

Invoice number 2206-0099
Date 06/16/2022

Project **0002-22093 SPRUCE RIDGE GARDENS
INFRASTRUCTURE COMPLETION**

To period ending June 01, 2022

Invoice Summary

Description	Budget Amount	Percent Complete	Total Billed	Prior Billed	Remaining	Current Billed
DETAILED DESIGN	15,920.00	100.00	15,920.00	15,920.00	0.00	0.00
TENDER PREPARATION AND ADMINISTRATION	238.00	100.00	238.00	238.00	0.00	0.00
CONTRACT MANAGEMENT	6,361.00	100.00	6,361.00	2,544.40	0.00	3,816.60
POST CONSTRUCTION ADMINISTRATION	7,140.00	0.00	0.00	0.00	7,140.00	0.00
FINAL ACCEPTANCE ADMINISTRATION	1,904.00	0.00	0.00	0.00	1,904.00	0.00
Subtotal	31,563.00	71.35	22,519.00	18,702.40	9,044.00	3,816.60
GST						190.83
Total						4,007.43

City of Spruce Grove
 Project 0002-22093 SPRUCE RIDGE GARDENS INFRASTRUCTURE COMPLETION

Invoice number 2206-0099
 Date 06/16/2022

Description	Budget Amount	Percent Complete	Total Billed	Prior Billed	Remaining	Current Billed
CONTRACT MANAGEMENT	6,361.00	100.00	6,361.00	2,544.40	0.00	3,816.60
Total	6,361.00	100.00	6,361.00	2,544.40	0.00	3,816.60

Invoice subtotal 3,816.60
 GST 190.83
 Invoice total 4,007.43

Engineering


GL Code	AA Code	Amount	Description
3-615-10-52-04-00	S.R.GARDENS	\$3 816.60	

Approved by:

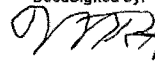


Steve Brittain

Trevor Crawford
 2022-06-21

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Mark Hussey
 2022-06-22

DocuSigned by:

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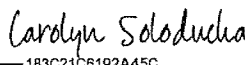
GST #82066 8952 RT0001

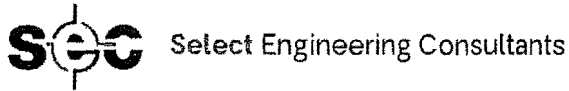
TCA Approval

GL Code	AA Code	Amount	Description
3-615-10-52-04-00	S.R.GARDENS	3,816.60	Contract Administratio

AP Gross 3,816.60

Carolyn Soloducha
 2022-06-22

DocuSigned by:

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Suite 100, 17413--107 Avenue NW Edmonton AB T5S 1E5
 office 780 651 5777 fax 780 651 5757 selecteng.ca

City of Spruce Grove
 Trevor Crawford
 315 Jespersen Avenue
 Spruce Grove, AB T7X 3E8

Invoice number 2202-0033
 Date 02/10/2022

Project **0002-22093 SPRUCE RIDGE GARDENS
 INFRASTRUCTURE COMPLETION**

To period ending January 28, 2022

Invoice Summary

Description	Budget Amount	Percent Complete	Total Billed	Prior Billed	Remaining	Current Billed
DETAILED DESIGN	15,920.00	30.00	4,776.00	0.00	11,144.00	4,776.00
TENDER PREPARATION AND ADMINISTRATION	4,760.00	0.00	0.00	0.00	4,760.00	0.00
CONTRACT MANAGEMENT	15,920.00	0.00	0.00	0.00	15,920.00	0.00
POST CONSTRUCTION ADMINISTRATION	7,140.00	0.00	0.00	0.00	7,140.00	0.00
FINAL ACCEPTANCE ADMINISTRATION	1,904.00	0.00	0.00	0.00	1,904.00	0.00
Subtotal	45,644.00	10.46	4,776.00	0.00	40,868.00	4,776.00
GST						238.80
Total						5,014.80

Engineering

GL Code	AA Code	Amount	Description
3-615-10-52-04-00	S.R.Gardens	\$4 776.00	

Trevor Crawford
 2022-02-17

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Mark Hussey
 2022-02-17

DocuSigned by:

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TCA Approval

GL Code	AA Code	Amount	Description
3-615-10-52-04-00	S.R.Gardens	4,776.00	Detailed Design

AP Gross 4,776.00

Carolyn Soloducha
 2022-02-22

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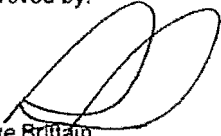
City of Spruce Grove
Project **0002-22093 SPRUCE RIDGE GARDENS INFRASTRUCTURE COMPLETION**

Invoice number 2202-0033
Date 02/10/2022

Description	Budget Amount	Percent Complete	Total Billed	Prior Billed	Remaining	Current Billed
DETAILED DESIGN	15,920.00	30.00	4,776.00	0.00	11,144.00	4,776.00
Total	15,920.00	30.00	4,776.00	0.00	11,144.00	4,776.00

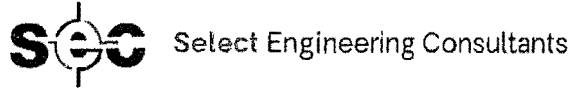
Invoice subtotal 4,776.00
GST 238.80
Invoice total **5,014.80**

Approved by:



Steve Brittain

GST #82066 8952 RT0001



Suite 100, 17413-107 Avenue NW Edmonton AB T5S 1E5
 office 780 651 5777 fax 780 651 5757 selecteng.ca

City of Spruce Grove
 Trevor Crawford
 315 Jespersen Avenue
 Spruce Grove, AB T7X 3E8

Invoice number 2205-0187
 Date 05/26/2022

Project **0002-22093 SPRUCE RIDGE GARDENS
 INFRASTRUCTURE COMPLETION**

To period ending April 30, 2022

Invoice Summary

Description	Budget Amount	Percent Complete	Total Billed	Prior Billed	Remaining	Current Billed
DETAILED DESIGN	15,920.00	100.00	15,920.00	11,940.00	0.00	3,980.00
TENDER PREPARATION AND ADMINISTRATION	238.00	100.00	238.00	0.00	0.00	238.00
CONTRACT MANAGEMENT	6,361.00	40.00	2,544.40	0.00	3,816.60	2,544.40
POST CONSTRUCTION ADMINISTRATION	7,140.00	0.00	0.00	0.00	7,140.00	0.00
FINAL ACCEPTANCE ADMINISTRATION	1,904.00	0.00	0.00	0.00	1,904.00	0.00
Subtotal	31,563.00	59.25	18,702.40	11,940.00	12,860.60	6,762.40
GST						338.12
Total						7,100.52

Engineering

GL Code	AA Code	Amount	Description
3-615-10-52-04-00	S.R. Gardens	\$6 762.40	

Trevor Crawford
 2022-05-28

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Mark Hussey
 2022-06-01

DocuSigned by:

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TCA Approval

GL Code	AA Code	Amount	Description
3-615-10-52-04-00	S.R. Gardens	6,762.40	Design/Tender/Contract Mgmt

AP Gross **6,762.40**

Carolyn Soloducha
 2022-06-02

DocuSigned by:

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City of Spruce Grove
 Project **0002-22093 SPRUCE RIDGE GARDENS INFRASTRUCTURE COMPLETION**

Invoice number 2205-0187
 Date 05/26/2022

Description	Budget Amount	Percent Complete	Total Billed	Prior Billed	Remaining	Current Billed
DETAILED DESIGN	15,920.00	100.00	15,920.00	11,940.00	0.00	3,980.00
TENDER PREPARATION AND ADMINISTRATION	238.00	100.00	238.00	0.00	0.00	238.00
CONTRACT MANAGEMENT	6,361.00	40.00	2,544.40	0.00	3,816.60	2,544.40
Total	22,519.00	83.05	18,702.40	11,940.00	3,816.60	6,762.40

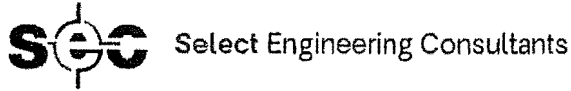
Invoice subtotal	6,762.40
GST	338.12
Invoice total	7,100.52

Approved by:



Steve Brittain

GST #82066 8952 RT0001



Suite 100, 17413-107 Avenue NW Edmonton AB T6S 1E5
 office 780 651 5777 fax 780 651 5757 selecteng.ca

City of Spruce Grove
 Trevor Crawford
 315 Jespersen Avenue
 Spruce Grove, AB T7X 3E8

Invoice number 2203-0077
 Date 03/09/2022

Project **0002-22093 SPRUCE RIDGE GARDENS
 INFRASTRUCTURE COMPLETION**

To period ending February 25, 2022

Invoice Summary

Description	Budget Amount	Percent Complete	Total Billed	Prior Billed	Remaining	Current Billed
DETAILED DESIGN	15,920.00	75.00	11,940.00	4,776.00	3,980.00	7,164.00
TENDER PREPARATION AND ADMINISTRATION	4,760.00	0.00	0.00	0.00	4,760.00	0.00
CONTRACT MANAGEMENT	15,920.00	0.00	0.00	0.00	15,920.00	0.00
POST CONSTRUCTION ADMINISTRATION	7,140.00	0.00	0.00	0.00	7,140.00	0.00
FINAL ACCEPTANCE ADMINISTRATION	1,904.00	0.00	0.00	0.00	1,904.00	0.00
Subtotal	45,644.00	26.16	11,940.00	4,776.00	33,704.00	7,164.00
GST						358.20
Total						7,522.20

Engineering

GL Code	AA Code	Amount	Description
3-615-10-52-04-00	S.R.Gardens	\$7,164.00	

Trevor Crawford
 2022-03-14

DocuSigned by:

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Mark Hussey
 2022-03-15

DocuSigned by:

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City of Spruce Grove
 Project **0002-22093 SPRUCE RIDGE GARDENS INFRASTRUCTURE COMPLETION**

Invoice number 2203-0077
 Date 03/09/2022

Description	Budget Amount	Percent Complete	Total Billed	Prior Billed	Remaining	Current Billed
DETAILED DESIGN	15,920.00	75.00	11,940.00	4,776.00	3,980.00	7,164.00
Total	15,920.00	75.00	11,940.00	4,776.00	3,980.00	7,164.00

Invoice subtotal	7,164.00
GST	358.20
Invoice total	7,522.20

Approved by:



Steve Brittain

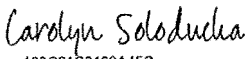
GST #82066 8952 RT0001

TCA Approval

GL Code	AA Code	Amount	Description
3-615-10-52-04-00	S.R.Gardens	7,164.00	design

AP Gross 7,164.00

Carolyn Soloducha
 2022-03-16

DocuSigned by:

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Select Engineering Consultants Ltd.

Suite 100, 17413 – 107 Avenue NW, Edmonton AB T5S 1E5
T: 780 651 5777 F: 780 651 5757 selecteng.ca

June 2, 2022

File No.: 02-22090-4.5

Scot Williams
Field Services Coordinator
City of Spruce Grove
3rd Fl., Shenfield Centre
315 Jespersion Avenue
Spruce Grove AB T7X 3E8

Dear Scot,

Re: 2022 Street Improvement Program
Progress Certificate No. 1

Please find enclosed Progress Certificate No. 1 for the above noted project.

Payment in the amount of \$346,980.10 plus G.S.T. of \$17,349.01 for a total of **\$364,329.11** is recommended directly to D&H Concrete Services Ltd. A 10% holdback in the amount of \$38,553.34 has been retained until release of holdback.

Should you have any questions or require additional information, please feel free to call me at (780) 651-5782.

Sincerely,

Select Engineering Consultants

A handwritten signature in black ink, appearing to read 'Justin Young', is written over a light blue horizontal line.

Justin Young, P.Eng.
Project Manager
jyoung@selecteng.ca

cc: Scot Williams (swilliams@sprucegrove.org)

Attachment: Progress Claim and D&H Concrete Services Ltd Invoice

D&H Concrete Services Ltd.

27541 Acheson Road
Acheson, Alberta T7X 6B1

INVOICE

Invoice No.: 6213
Date: May 25, 2022
Page: 1

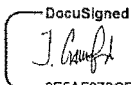
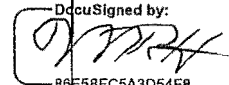
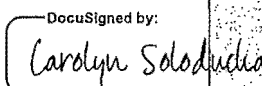
Sold to:

CITY OF SPRUCE GROVE
315 JESPERSEN AVENUE
SPRUCE GROVE, ALBERTA T7X 3E8

Ship to:

C/O SELECT ENGINEERING
2022 STREET IMPROVEMENT PROGRAM
PROGRESS # 1

Business No.: 101378115RP0001

Item No.	Unit	Quantity	Description	Tax	Unit Price	Amount
			AS PER PROGRESS INVOICE PAYMENT SHEET # 22-007 ATTACHED	G		346,980.10
			G - GST 5%			17,349.01
			GST			
Engineering						
GL Code		AA Code	Amount		Description	
3-615-10-52-04-00		S R Gardens	\$133 707.13			
3-615-10-52-04-01		Concrete Rehab	\$213 272.97			
Trevor Crawford		DocuSigned by:	Mark Hussey		DocuSigned by:	
2022-06-14			2022-06-15			
		8E5AF378CE07406...			86E58FC5A3D54F8...	
TCA Approval						
GL Code		AA Code	Amount		Description	
3-615-10-52-04-00		S.R.Gardens	148,563.47			
3-615-10-52-04-00		Concrete Rehab	236,969.97			
4-282-10-52-04-00			-14,856.34		SR Gardens - D&H HB	
4-282-10-52-04-00			-23,697.00		Concrete Rehab-D&H HB	
AP Gross			346,980.10			
Carolyn Soloducha						
Comment:	Payment Terms 30 Day net	2022-06-16	DocuSigned by:	Total Amount		364,329.11
						
			183C21C6192A45C...			

PROGRESS CERTIFICATE



CERTIFICATE 1 - CLAIM 1

PERIOD COVERED FROM: April 25, 2021 to May 25, 2021

**CITY OF SPRUCE GROVE
2022 STREET IMPROVEMENT PROGRAM**

OWNER: City of Spruce Grove File: 02-22090-4.5
 CONTRACTOR: D&H Concrete Services Ltd. Date: May 25, 2022
 27541 Acheson Road
 Acheson AB, T7X 6B1

	TENDER AMOUNT	TOTAL TO DATE	SUMMARY OF PREVIOUS CLAIM	THIS CLAIM	AMOUNT TO COMPLETE
SCHEDULE 'A' - Greenwood Drive (West) & Bubble	\$ 23,924.62	\$ -	\$ -	\$ -	\$ 23,924.62
SCHEDULE 'B' - Greenwood Place	\$ 96,972.45	\$ -	\$ -	\$ -	\$ 96,972.45
SCHEDULE 'C' - Greystone Drive	\$ 401,274.08	\$ 5,800.00	\$ -	\$ 5,800.00	\$ 395,474.08
SCHEDULE 'D' - Greystone Close	\$ 96,413.17	\$ 13,781.07	\$ -	\$ 13,781.07	\$ 82,632.10
SCHEDULE 'E' - Greystone Bay	\$ 78,034.00	\$ -	\$ -	\$ -	\$ 78,034.00
SCHEDULE 'F' - Greenwood Drive (East)	\$ 359,739.65	\$ 182,191.82	\$ -	\$ 182,191.82	\$ 177,547.83
SCHEDULE 'G' - Greenwood Crescent	\$ 109,654.94	\$ 32,823.83	\$ -	\$ 32,823.83	\$ 76,831.11
SCHEDULE 'H' - Spruce Garden Crescent	\$ 201,794.65	\$ 148,563.47	\$ -	\$ 148,563.47	\$ 53,231.18
SCHEDULE 'I' - Miscellaneous Concrete Replacement	DO NOT EXTEND	DO NOT EXTEND	\$ -		
SCHEDULE 'X' - Additional Work	\$ -	\$ 2,373.25	\$ -	\$ 2,373.25	\$ (2,373.25)
Asphalt Holdback		\$ -	\$ -	\$ -	
SCHEDULE TOTAL	\$ 1,367,807.56	\$ 385,533.44	\$ -	\$ 385,533.44	\$ 982,274.12
LESS 10% CONTRACT HOLDBACK		\$ 38,553.34	\$ -	\$ 38,553.34	
CONTRACT TOTAL	\$ 1,367,807.56	\$ 346,980.10	\$ -	\$ 346,980.10	
PLUS 5% GST				\$ 17,349.01	
TOTAL AMOUNT DUE THIS PAYMENT				\$ 364,329.11	

This Certificate of Payment has been prepared to the best of the Engineer's knowledge, information and belief based on its professional judgement and subject to the scope of its field services furnished to the owner. The Engineer shall not by the act of issuing this Certificate of Payment be deemed to have represented that it has made exhaustive or continuous on-site inspections to check the quality or quantity of work, or that it has approved the means, methods, techniques, sequences and procedures of construction. This Certificate of Payment does not constitute acceptance of any work not in accordance with the requirements of the Contract Documents whether or not such defects or deficiencies could have been observed or discovered prior to the date hereof nor an assumption or responsibility by the Engineer for any defective or deficient work by the Contractor.

APPROVED FOR PAYMENT
 Select Engineering Consultants Ltd.

Per: Justin Young

May 25, 2022

Date

CITY OF SPRUCE GROVE
2022 Street Improvement Program



SCHEDULE 'A' - Greenwood Drive (West) & Bubble

Item	Description	Unit	Approximate Quantity	Unit Price	Amount
Asphalt Work					
1.	Full width Milling to a Depth of 50mm c/w Disposal of Milling to the City's Yard	sq.m	0.0	\$ 4.52	\$ _____
2.	60mm Depth Asphalt Concrete Pavement Overlay (ACO) or Equivalent Including Tack Coat	sq.m	0.0	\$ 19.65	\$ _____
3.	Adjustment of Fixtures to Final Grade:				
a)	Existing NF-80 Frame and Cover	ea.	0.0	\$ 158.40	\$ _____
b)	Existing Water Valve Casing	ea.	0.0	\$ 105.82	\$ _____
Concrete Work - Spot Repairs					
4.	Remove & Replace High Profile Rolled Face Monolithic Walk c/w Granular Base Compacted to 100% SPD and Topsoil Replacement with Sodding as per Detail	m(lin)	0.0	\$ 271.62	\$ _____
5.	Remove Existing High Profile Rolled Face Monolithic Walk and Replace with Low Profile Rolled Face Monolithic Walk c/w Granular Base Compacted to 100% SPD and Topsoil Replacement with Sodding as per Detail	m(lin)	0.0	\$ 251.43	\$ _____
6.	Remove & Replace High Profile Rolled Face Curb and Gutter c/w Granular Base Compacted to 100% SPD and Topsoil Replacement with Sodding as per Detail	m(lin)	0.0	\$ 198.15	\$ _____
7.	Remove Existing High Profile Rolled Face Curb and Gutter and Replace with Low Profile Rolled Face Curb and Gutter c/w Granular Base Compacted to 100% SPD and Topsoil Replacement with Sodding as per Detail	m(lin)	0.0	\$ 177.96	\$ _____
8.	Remove and Replace Existing Commercial Crossing c/w Granular Base Compacted to 100% SPD and Topsoil Replacement with Sodding as per Detail	sq.m	0.0	\$ 218.67	\$ _____
9.	Remove & Replace Para Ramp c/w Granular Base Compacted to 100% SPD and Topsoil Replacement with Sodding as per Detail	sq.m	0.0	\$ 236.11	\$ _____
10.	Remove & Replace Existing Concrete Driveway and/or Private Concrete Walks with a Thickness of 100mm to have Positive Drainage with New Curb Installation	sq.m	0.0	\$ 163.41	\$ _____
11.	Remove & Re-Install Existing Private Walk Paver Stones c/w Granular Base Compacted to 100% SPD and Topsoil Replacement with Sodding	sq.m	0.0	\$ 131.47	\$ _____

**CITY OF SPRUCE GROVE
2022 Street Improvement Program**



SCHEDULE 'A' - Greenwood Drive (West) and Bubble - Continue

Item	Description	Unit	Approximate Quantity	Unit Price	Amount
12.	Supply & Install New Private Walk Blocks c/w Granular Base Compacted to 100% SPD and Topsoil Replacement with Sodding	ea.	0.0	\$ 52.16	\$
13.	Supply & Install 65mm Depth Asphalt Driveway and Lane Tie Ins c/w Granular Base Compacted to 100% SPD and Topsoil Replacement with Sodding as per Detail	tonne	0.0	\$ 314.05	\$
14.	Supply & Install 150mm Depth Granular Base Driveway c/w Compaction to 100% SPD and Topsoil Replacement with Sodding as per Detail	tonne	0.0	\$ 60.25	\$
15.	Provisional				
a)	Cash Allowance for Hydrovac-ing Shallow Utilities	L.S	0.0	\$ 5,000.00	\$
b)	Supply and Install Additional Landscaping Including Cut Backs, Removal of Additional Material, Topsoil to a Depth of 150mm and Sod	sq.m	0.0	\$ 26.49	\$
c)	Remove and Dispose offsite 50mm Depth of Granular Base Course	sq.m	0.0	\$ 4.86	\$
d)	Supply and Place 50mm Depth Asphalt Trench Inlay	sq.m	0.0	\$ 21.14	\$
TOTAL SCHEDULE 'A'					\$

CITY OF SPRUCE GROVE 2022 Street Improvement Program



SCHEDULE 'B' - Greenwood Place

Item	Description	Unit	Approximate Quantity	Unit Price	Amount
Asphalt Work					
1.	Full width Milling to a Depth of 50mm c/w Disposal of Milling to the City's Yard	sq.m	0.0	\$ 5.65	\$
2.	60mm Depth Asphalt Concrete Pavement Overlay (ACO) or Equivalent Including Tack Coat	sq.m	0.0	\$ 19.65	\$
3.	Adjustment of Fixtures to Final Grade:				
a)	Existing NF-80 Frame and Cover	ea.	0.0	\$ 158.40	\$
Concrete Work - Full Replacement					
4.	Remove Existing High Profile Rolled Face Curb and Gutter and Replace with New Profile Rolled Face Curb and Gutter c/w Granular Base Compacted to 100% SPD and Topsoil Replacement with Sodding as per Detail	m(lin)	0.0	\$ 174.31	\$
5.	Remove & Replace Existing Concrete Driveway and/or Private Concrete Walks with a Thickness of 100mm to have Positive Drainage with New Curb Installation	sq.m	0.0	\$ 163.41	\$
6.	Remove & Re-Install Existing Private Walk Paver Stones c/w Granular Base Compacted to 100% SPD and Topsoil Replacement with Sodding	sq.m	0.0	\$ 131.47	\$
7.	Supply & Install New Private Walk Blocks c/w Granular Base Compacted to 100% SPD and Topsoil Replacement with Sodding	ea.	0.0	\$ 52.16	\$
8.	Supply & Install 150mm Depth Granular Base Driveway c/w Compaction to 100% SPD and Topsoil Replacement with Sodding as per Detail	tonne	0.0	\$ 60.18	\$
9.	Supply and Install Wick Drain c/w Connection to Catchbasin	m(lin)	0.0	\$ 2.21	\$
9a.	Supply and Install New 1.0m Wide Concrete Swale c/w Granular Base Compacted to 100% SPD as per Detail	m(lin)	0.0	\$ 348.01	\$
10.	Provisional				
a)	Cash Allowance for Hydrovacing Shallow Utilities	L.S	0.0	\$ 2,000.00	\$
b)	Supply and Install Additional Landscaping Including Cut Backs, Removal of Additional Material, Topsoil to a Depth of 150mm and Sod	sq.m	0.0	\$ 26.49	\$
c)	Remove and Dispose offsite 50mm Depth of Granular Base Course	sq.m	0.0	\$ 4.86	\$
d)	Supply and Place 50mm Depth Asphalt Trench Inlay	sq.m	0.0	\$ 21.14	\$
TOTAL SCHEDULE 'B'					\$

CITY OF SPRUCE GROVE
2022 Street Improvement Program



SCHEDULE 'C' - Greystone Drive

Item	Description	Unit	Approximate Quantity	Unit Price	Amount
Asphalt Work					
1.	Full width Milling to a Depth of 90mm c/w Disposal of Milling to the City's Yard	sq.m	0.0	\$ 6.58	\$
2.	Full width Milling to a Depth of 50mm c/w Disposal of Milling to the City's Yard	sq.m	0.0	\$ 5.65	\$
4.	60mm Depth Asphalt Concrete Pavement Overlay (ACB) Including Tack Coat	sq.m	0.0	\$ 19.65	\$
5.	40mm Depth Asphalt Concrete Pavement Overlay (ACO) Including Tack Coat	sq.m	0.0	\$ 11.75	\$
6.	Adjustment of Fixtures to Final Grade:				
a)	Existing NF-80 Frame and Cover	ea.	0.0	\$ 158.40	\$
b)	Existing Water Valve Casing	ea.	0.0	\$ 105.82	\$
Concrete Work - Spot Repairs					
7.	Remove & Replace Straight Face Curb and Gutter c/w Granular Base Compacted to 100% SPD and Topsoil Replacement with Sodding as per Detail	m(lin)	0.0	\$ 195.28	\$
8.	Remove & Replace Straight Face Monolithic Curb and Gutter c/w Granular Base Compacted to 100% SPD and Topsoil Replacement with Sodding as per Detail	m(lin)	0.0	\$ 363.85	\$
9.	Remove and Replace 1.5m Wide Separate Side Walk c/w Granular Base Compacted to 100% SPD and Topsoil Replacement with Sodding as per Detail	sq.m	0.0	\$ 156.29	\$
10.	Remove & Replace Para Ramp c/w Granular Base Compacted to 100% SPD and Topsoil Replacement with Sodding as per Detail	sq.m	0.0	\$ 235.08	\$
11.	Remove & Replace Existing Concrete Driveway and/or Private Concrete Walks with a Thickness of 100mm to have Positive Drainage with New Curb Installation	sq.m	0.0	\$ 162.38	\$
12.	Remove & Replace Existing 1.0m Concrete Swale c/w Granular Base Compacted to 100% SPD as per Detail	sq.m	0.0	\$ 348.01	\$
13.	Remove and Replace Existing Commercial Crossing c/w Granular Base Compacted to 100% SPD and Topsoil Replacement with Sodding as per Detail	sq.m	0.0	\$ 218.67	\$
Landscaping					
14.	Remove and Replace Existing Landscaping Boulevard and Replace with 150mm Depth of Topsoil and Sod	sq.m	0.0	\$ 26.49	\$

SCHEDULE 'C' - Greystone Drive - Continue

**CITY OF SPRUCE GROVE
2022 Street Improvement Program**



Item	Description	Unit	Approximate Quantity	Unit Price	Amount
15.	Pavement Markings - Paint				
	a) zebra Crossing	m(lin)	0.0	\$ 48.36	\$
	b) 300mm Solid White Stop Bar	m(lin)	0.0	\$ 37.76	\$
	c) 100mm Solid White Pedestrian Crossing	m(lin)	0.0	\$ 7.02	\$
15.	Provisional				
	a) Cash Allowance for Hydrovacing Shallow Utilities	L.S	0.58	\$ 10,000.00	\$ 5,800.00
TOTAL SCHEDULE 'C'					\$ 5,800.00

CITY OF SPRUCE GROVE
2022 Street Improvement Program



SCHEDULE 'D' -Greystone Close

Item	Description	Unit	Approximate Quantity	Unit Price	Amount
Asphalt Work					
1.	Full width Milling to a Depth of 50mm c/w Disposal of Milling to the City's Yard	sq.m	0.0	\$ 5.65	\$
2.	60mm Depth Asphalt Concrete Pavement Overlay (ACO) or Equivalent Including Tack Coat	sq.m	0.0	\$ 19.65	\$
3.	Adjustment of Fixtures to Final Grade:				
a)	Existing NF-80 Frame and Cover	ea.	0.0	\$ 158.40	\$
b)	Existing Water Valve Casing	ea.	0.0	\$ 105.82	\$
Concrete Work - Spot Repairs					
4.	Remove & Replace High Profile Rolled Face Curb and Gutter c/w Granular Base Compacted to 1.00% SPD and Topsoil Replacement with Sodding as per Detail	m(lin)	71.9	\$ 191.67	\$ 13,781.07
5.	Remove & Replace Existing Concrete Driveway and/or Private Concrete Walks with a Thickness of 100mm to have Positive Drainage with New Curb Installation	sq.m	0.0	\$ 162.38	\$
6.	Supply & Install New Private Walk Blocks c/w Granular Base Compacted to 1.00% SPD and Topsoil Replacement with Sodding	ea.	0.0	\$ 52.16	\$
7.	Provisional				
a)	Cash Allowance for Hydrovac-ing Shallow Utilities	L.S	0.0	\$ 1,000.00	\$
b)	Supply and Install Additional Landscaping Including Cut Backs, Removal of Additional Material, Topsoil to a Depth of 150mm and Sod	sq.m	0.0	\$ 24.45	\$
c)	Remove and Dispose offsite 50mm Depth of Granular Base Course	sq.m	0.0	\$ 4.86	\$
d)	Supply and Place 50mm Depth Asphalt Trench Inlay	sq.m	0.0	\$ 21.14	\$
TOTAL SCHEDULE 'D'					\$ 13,781.07

CITY OF SPRUCE GROVE
2022 Street Improvement Program



SCHEDULE 'E' - Greystone Bay

Item	Description	Unit	Approximate Quantity	Unit Price	Amount
Asphalt Work					
1.	Full width Milling to a Depth of 50mm c/w Disposal of Milling to the City's Yard	sq.m	0.0	\$ 5.65	\$
2.	60mm Depth Asphalt Concrete Pavement Overlay (ACO) or Equivalent Including Tack Coat	sq.m	0.0	\$ 19.65	\$
3.	Adjustment of Fixtures to Final Grade:				
a)	Existing NF-80 Frame and Cover	ea.	0.0	\$ 158.40	\$
Concrete Work - Full Replacement					
4.	Remove Existing High Profile Rolled Face Curb and Gutter and Replace with New Profile Rolled Face Curb and Gutter c/w Granular Base Compacted to 100% SPD and Topsoil Replacement with Sodding as per Detail	m(lin)	0.0	\$ 172.25	\$
5.	Remove & Replace Existing Concrete Driveway and/or Private Concrete Walks with a Thickness of 100mm to have Positive Drainage with New Curb Installation	sq.m	0.0	\$ 149.92	\$
6.	Supply & Install New Private Walk Blocks c/w Granular Base Compacted to 100% SPD and Topsoil Replacement with Sodding	ea.		\$ 52.16	\$
7.	Supply and Install Wick Drain c/w Connection to Catchbasin	m(lin)	0.0	\$ 2.21	\$
8.	Provisional				
a)	Cash Allowance for Hydrovacating Shallow Utilities	L.S	0.0	\$ 1,000.00	\$
b)	Supply and Install Additional Landscaping Including Cut Backs, Removal of Additional Material, Topsoil to a Depth of 150mm and Sod	sq.m	0.0	\$ 26.49	\$
c)	Remove and Dispose offsite 50mm Depth of Granular Base Course	sq.m	0.0	\$ 4.86	\$
d)	Supply and Place 50mm Depth Asphalt Trench Inlay	sq.m	0.0	\$ 21.14	\$
TOTAL SCHEDULE 'E'					\$

CITY OF SPRUCE GROVE
2022 Street Improvement Program



SCHEDULE 'F' - Greenwood Drive (East)

Item	Description	Unit	Approximate Quantity	Unit Price	Amount
Asphalt Work					
1.	Full width Milling to a Depth of 50mm c/w Disposal of Milling to the City's Yard	sq.m	0.0	\$ 4.52	\$
2.	60mm Depth Asphalt Concrete Pavement Overlay (ACO) or Equivalent Including Tack Coat	sq.m	0.0	\$ 19.65	\$
3.	Adjustment of Fixtures to Final Grade:				
a)	Existing NF-80 Frame and Cover	ea.	0.0	\$ 158.40	\$
b)	Existing Water Valve Casing	ea.	0.0	\$ 105.82	\$
Concrete Work - Spot Repairs					
4.	Remove & Replace High Profile Rolled Face Monolithic Walk c/w Granular Base Compacted to 100% SPD and Topsoil Replacement with Sodding as per Detail	m(lin)	287.8	\$ 271.62	\$ 78,172.24
5.	Remove Existing High Profile Rolled Face Monolithic Walk and Replace with Low Profile Rolled Face Monolithic Walk c/w Granular Base Compacted to 100% SPD and Topsoil Replacement with Sodding as per Detail	m(lin)	77.6	\$ 251.43	\$ 19,510.97
6.	Remove & Replace High Profile Rolled Face Curb and Gutter c/w Granular Base Compacted to 100% SPD and Topsoil Replacement with Sodding as per Detail	m(lin)	295.0	\$ 191.67	\$ 56,542.65
7.	Remove & Replace Para Ramp c/w Granular Base Compacted to 100% SPD and Topsoil Replacement with Sodding as per Detail	sq.m	33.25	\$ 236.11	\$ 7,850.66
8.	Remove & Replace Existing Concrete Driveway and/or Private Concrete Walks with a Thickness of 100mm to have Positive Drainage with New Curb Installation	sq.m	77.69	\$ 162.38	\$ 12,615.30
9.	Remove & Re-Install Existing Private Walk Paver Stones c/w Granular Base Compacted to 100% SPD and Topsoil Replacement with Sodding	sq.m	0.0	\$ 131.47	\$
10.	Supply & Install 65mm Depth Asphalt Driveway and Lane Tie Ins c/w Granular Base Compacted to 100% SPD and Topsoil Replacement with Sodding as per Detail	tonne	0.0	\$ 314.05	\$
11.	Supply & Install 150mm Depth Granular Base Driveway c/w Compaction to 100% SPD and Topsoil Replacement with Sodding as per Detail	tonne	0.0	\$ 60.25	\$

**CITY OF SPRUCE GROVE
2022 Street Improvement Program**



SCHEDULE 'F' - Greenwood Drive (East) - Continue

Item	Description	Unit	Approximate Quantity	Unit Price	Amount
12.	Provisional				
a)	Cash Allowance for Hydrovac-ing Shallow Utilities	L.S	1.0	\$ 7,500.00	\$ 7,500.00
b)	Supply and Install Additional Landscaping Including Cut Backs, Removal of Additional Material, Topsoil to a Depth of 150mm and Sod	sq.m	0.0	\$ 26.49	\$
c)	Remove and Dispose offsite 50mm Depth of Granular Base Course	sq.m	0.0	\$ 4.86	\$
d)	Supply and Place 50mm Depth Asphalt Trench Inlay	sq.m	0.0	\$ 21.14	\$
TOTAL SCHEDULE 'F'					\$ 182,191.82

CITY OF SPRUCE GROVE
2022 Street Improvement Program



SCHEDULE 'G' - Greenwood Crescent

Item	Description	Unit	Approximate Quantity	Unit Price	Amount
Asphalt Work					
1.	Full width Milling to a Depth of 50mm c/w Disposal of Milling to the City's Yard	sq.m	0.0	\$ 5.65	\$
2.	60mm Depth Asphalt Concrete Pavement Overlay (ACO) or Equivalent Including Tack Coat	sq.m	0.0	\$ 19.65	\$
3.	Adjustment of Fixtures to Final Grade:				
a)	Existing NF-80 Frame and Cover	ea.	0.0	\$ 158.40	\$
b)	Existing Water Valve Casing	ea.	0.0	\$ 105.82	\$
Concrete Work - Full Replacement					
4.	Remove Existing High Profile Rolled Face Monolithic Walk and Replace with New Profile Rolled Face Monolithic Walk c/w Granular Base Compacted to 100% SPD and Topsoil Replacement with Sodding as per Detail	m(lin)	65.0	\$ 250.78	\$ 16,300.70
5.	Remove Existing High Profile Rolled Face Curb and Gutter and Replace with New Profile Rolled Face Curb and Gutter c/w Granular Base Compacted to 100% SPD and Topsoil Replacement with Sodding as per Detail	m(lin)	82.6	\$ 172.25	\$ 14,227.85
6.	Remove & Replace Existing Concrete Driveway and/or Private Concrete Walks with a Thickness of 100mm to have Positive Drainage with New Curb Installation	sq.m	15.3	\$ 149.92	\$ 2,295.28
7.	Remove & Re-Install Existing Private Walk Paver Stones c/w Granular Base Compacted to 100% SPD and Topsoil Replacement with Sodding	sq.m	0.0	\$ 131.47	\$
8.	Supply and Install Wick Drain c/w Connection to Catchbasin	m(lin)	0.0	\$ 2.21	\$
9.	Provisional				
a)	Cash Allowance for Hydrovacating Shallow Utilities	L.S	0.0	\$ 2,000.00	\$
b)	Supply and Install Additional Landscaping Including Cut Backs, Removal of Additional Material, Topsoil to a Depth of 150mm and Sod	sq.m	0.0	\$ 26.49	\$
c)	Remove and Dispose offsite 50mm Depth of Granular Base Course	sq.m	0.0	\$ 4.86	\$
d)	Supply and Place 50mm Depth Asphalt Trench Inlay	sq.m	0.0	\$ 21.14	\$
TOTAL SCHEDULE 'G'					\$ 32,823.83

CITY OF SPRUCE GROVE
2022 Street Improvement Program



SCHEDULE 'H' -Spruce Garden Crescent

Item	Description	Unit	Approximate Quantity	Unit Price	Amount
Asphalt Work					
1.	40mm Depth Asphalt Concrete Pavement Overlay (ACO) Including Tack Coat	sq.m	3,890.0	\$ 13.32	\$ 51,814.80
2.	Asphalt Concrete Pavement Prefill (ACO) Including Tack Coat	Tonne	30.59	\$ 131.24	\$ 4,014.63
3.	Remove and Replace 110mm Depth of Asphalt Concrete Pavement Overlay (ACO) within Two Lifts on Fairways Drive c/w Granular Base Compacted to 100% SPD and Tack Coat	sq.m	0.0	\$ 51.41	\$
4.	Adjustment of Fixtures to Final Grade:				
	a) Existing NF-80 Frame and Cover	ea.	17.0	\$ 158.40	\$ 2,692.80
	b) Existing Water Valve Casing	ea.	5.0	\$ 105.82	\$ 529.10
Concrete Work - Spot Repairs					
5.	Remove & Replace Rolled Face Curb and Gutter c/w Granular Base Compacted to 100% SPD and Topsoil Replacement with Sodding as per Detail	m(lin)	211.3	\$ 191.67	\$ 40,499.87
6.	Remove & Replace Rolled Face Monolithic Walk c/w Granular Base Compacted to 100% SPD and Topsoil Replacement with Sodding as per Detail	m(lin)	139.2	\$ 271.70	\$ 37,820.64
6a.	Remove & Replace Existing Concrete Driveway and/or Private Concrete Walks with a Thickness of 100mm to have Positive Drainage with New Curb Installation	sq.m	54.64	\$ 149.92	\$ 8,191.63
7.	Provisional				
	a) Cash Allowance for Hydrovacating Shallow Utilities	L.S	1.0	\$ 3,000.00	\$ 3,000.00
TOTAL SCHEDULE 'H'					\$ 148,563.47

CITY OF SPRUCE GROVE 2022 Street Improvement Program



SCHEDULE "I" - Miscellaneous Concrete Replacement

Item	Description	Unit	Approximate Quantity	Unit Price	Amount
NOTE: ALL LOCATIONS ARE TO BE DETERMINED PRIOR TO CONSTRUCTION AND IS SUBJECT TO CONSTRUCTION BUDGETS					
1.	Remove & Replace Rolled Face Curb and Gutter Including Granular Base and Topsoil Replacement with Sodding				
	a) Maximum 20 m Length	m(lin)	100.0	\$ 280.00	DO NOT EXTEND
	b) Greater Than 20 m Length	m(lin)	100.0	\$ 238.00	DO NOT EXTEND
2.	Remove & Replace Straight Face Curb and Gutter Including Granular Base and Topsoil Replacement with Sodding				
	a) Maximum 20 m Length	m(lin)	100.0	\$ 292.52	DO NOT EXTEND
	b) Greater Than 20 m Length	m(lin)	100.0	\$ 242.16	DO NOT EXTEND
3.	Remove & Replace Rolled Face Monolithic Walk Including Granular Base and Topsoil Replacement with Sodding				
	a) Maximum 20 m Length	m(lin)	100.0	\$ 380.18	DO NOT EXTEND
	b) Greater Than 20 m Length	m(lin)	100.0	\$ 314.09	DO NOT EXTEND
4.	Remove & Replace Straight Face Monolithic Walk Including Granular Base and Topsoil Replacement with Sodding				
	a) Maximum 20 m Length	m(lin)	100.0	\$ 394.76	DO NOT EXTEND
	b) Greater Than 20 m Length	m(lin)	100.0	\$ 344.67	DO NOT EXTEND
5.	Remove & Replace Separate Walk Including Granular Base and Topsoil Replacement with Sodding				
	a) Maximum 20 m Length	sq.m	150.0	\$ 197.58	DO NOT EXTEND
	b) Greater Than 20 m Length	sq.m	150.0	\$ 184.25	DO NOT EXTEND
6.	Remove & Replace Para Ramp Including Granular Base and Topsoil Replacement with Sodding	sq.m	100.0	\$ 287.24	DO NOT EXTEND
7.	Remove & Replace Commercial/Lane Crossing Including Granular Base and Topsoil Replacement with Sodding	sq.m	100.0	\$ 268.00	DO NOT EXTEND
8.	Miscellaneous Asphalt Patching as Required (Concrete Replacement Road Patching, Etc.)	tonne	50.0	\$ 205.78	DO NOT EXTEND
9.	Provisional				
	a) Cash Allowance for Hydrovacating Shallow Utilities	L.S	1.0	\$ 2,500.00	DO NOT EXTEND
TOTAL SCHEDULE "I"					DO NOT EXTEND

CITY OF SPRUCE GROVE
2022 Street Improvement Program



SCHEDULE 'X' - Additional Work

Item	Description	Unit	Approximate Quantity	Unit Price	Amount
1.	Manhole Ring Replacement in Spruce Ridge Gardens	L.S	1.0	\$ 938.85	\$ 938.85
2.	Spruce Ridge Crescent Butt Joints	L.S	1.0	\$ 1,434.40	\$ 1,434.40
TOTAL SCHEDULE "X"				\$	2,373.25

**CITY OF SPRUCE GROVE
2022 Street Improvement Program**



Summary

Item	Description	Total Amount
SCHEDULE 'A'	Greenwood Drive (West) & Bubble	\$ _____
SCHEDULE 'B'	Greenwood Place	\$ _____
SCHEDULE 'C'	Greystone Drive	\$ 5,800.00
SCHEDULE 'D'	Greystone Close	\$ 13,781.07
SCHEDULE 'E'	Greystone Bay	\$ _____
SCHEDULE 'F'	Greenwood Drive (East)	\$ 182,191.82
SCHEDULE 'G'	Greenwood Crescent	\$ 32,823.83
SCHEDULE 'H'	Spruce Garden Crescent	\$ 148,563.47
SCHEDULE 'I'	Miscellaneous Concrete Replacement	DO NOT EXTEND
SCHEDULE 'X'	Additional Work	\$ 2,373.25
TOTAL		\$ 385,533.44



January 25, 2022

File No.: 02-21088-4.5

Scot Williams
Field Services Coordinator
City of Spruce Grove
3rd Fl., Shenfield Centre
315 Jespersion Avenue
Spruce Grove AB T7X 3E8

Dear Scot,

Re: Spruce Ridge Gardens Infrastructure Completion – ~~Landscaping~~ **UNDERGROUND**
Progress Certificate No. 3 – Release of Holdback

Please find enclosed Progress Certificate No. 3-Release of Holdback for the above noted project.

Nikiforuk Construction Ltd. has provided a statutory declaration and WCB clearance letter required for the release of holdback on the underground that was completed in Spruce Ridge Gardens stage 3. Providing the City of Spruce Grove has not required any other 3rd party claims against this project release of the holdback it is recommended at this time in the amount of \$11,601.00 plus G.S.T. of \$580.05 for a total of **\$12,181.05**.

Should you have any questions or require additional information, please feel free to call me at (780) 651-5782.

Sincerely,

Select Engineering Consultants

Justin Young, P.Eng.
Project Manager
jyoung@selecteng.ca

CITY OF SPRUCE GROVE
Spruce Ridge Garden Infrastructure Completion
Underground & Surface Program



SCHEDULE 'A' - Undregound & Surface

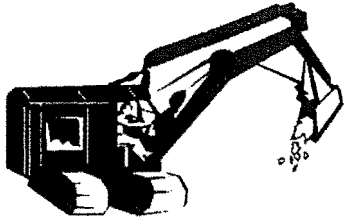
ITEM No.	Tech. Spec Reference	Description	Unit	Approximate Quantity	Unit Price	AMOUNT
Watermain						
1.		Remove and Replace Bent Water Service CC c/w All Nessesary Fitting, Hydrovacing and Surface Restoration				
	33 11 16	a) Clay Back Fill Surface Restoration Blk 1 Lot 13B, 16A, 18A, Blk2 14A, 15B, 31A, 28B, 26B, 25B	ea.	9	\$ 550.00	\$ 4,950.00
	33 11 16	b) Concrete Driveway Surface Restoration Blk 2 Lot 18A	ea.	1	\$ 1,200.00	\$ 1,200.00
2.	33 11 16	Supply and Install CC Extension Blk 1 Lot 22A	ea.	1	\$ 300.00	\$ 300.00
3.	33 11 16	Supply and Install CC Cap Blk 1 Lot 14B, 16B, 22B, 26B Blk 2 Lot 15A, 16B	ea.	1	\$ 300.00	\$ 300.00
4.	33 11 16	Remove and Replace Top Casing and CC Cap Blk 1 Lot 21B	ea.	1	\$ 380.00	\$ 380.00
5.	33 11 16	Remove and Replace Existing 200mm Gate Valve FOL 31B Blk 1	ea.	0	\$ 11,000.00	\$
6.	33 11 16	Remove and Replace Hydrant Valve Insert and Raise, Also Install Stortz Connection Blk 1 Lot 21A; Blk 2 Lot 13B, 19A	ea.	3	\$ 2,400.00	\$ 7,200.00
7.	33 11 16	Remove and Replace All Hydrant Side Port Gaskets	ea.	8	\$ 30.00	\$ 240.00
8.	33 11 16	Raise 200mm Gate Valve Blk 2 Lot 13B	ea.	5	\$ 1,500.00	\$ 7,500.00
9.	33 11 16	Remove and Replace Valve Insert and Raise Existing 200mm Gate Valve Blk 1 Lot 21A	ea.	1	\$ 600.00	\$ 600.00
10.	33 11 16	Remove and Replace Existing WM Gate Valve Rods and Install Longer Valve Rod and Rock Guard as per City Standards.	ea.	9	\$ 450.00	\$ 4,050.00
11.	33 11 16	Perform a Watermain Pressure Test to Verify the System is in Working Order	L.S	1	\$ 2,500.00	\$ 2,500.00
Sanitary Sewer System						
12.	33 31 13	Remove Existing Manhole Step and Replace with Two Steps to meet the City Standards. SMH05, SMH06, SMH07, SMH10	ea.	0	\$ 600.00	\$
13.	33 31 13	Add a Steps to meet the City Standards. SMH11	ea.	0	\$ 400.00	\$

CITY OF SPRUCE GROVE
Spruce Ridge Garden Infrastructure Completion
Underground & Surface Program



SCHEDULE 'X' - Additional Work

ITEM No.	Tech. Spec Reference	Description	Unit	Approximate Quantity	Unit Price	AMOUNT
1.		Additional Excavation to the directed depth for the concrete Swale	L.S	1	\$ 26,360.00	\$ 26,360.00
2.		Additional Flushing of Storm Main to Remove all Sediments.	L.S	1	\$ 5,000.00	\$ 5,000.00
3.		Perform Additional Testing on the Existing Watermain to Determine Water Pressrue Failure	L.S	1	\$ 3,500.00	\$ 3,500.00
4.		Remove and Replace Existing Leaking CC at 39 and 41 Spruce Ridge Gardens	L.S	1	\$ 19,500.00	\$ 19,500.00
TOTAL SCHEDULE 'X'						\$ 54,360.00



NIKIFORUK

CONSTRUCTION LTD.
Water & Sewer Installation Since 1967

Invoice No.
2022-006

25-Jan-22

23150 - 18 Street, Edmonton, Alberta T5Y 6B5
Phone: (780) 473-5565 Fax: (780) 473-5501

INVOICE
PAGE 1 OF 1

Customer

Name: **CITY OF SPRUCE GROVE**
Address: **315 JESPERSEN AVENUE**
City: **SPRUCE GROVE** Province: **AB** Postal: **T7X 3E8**
Phone:

Misc

Statement/Due Date:
Contacts: **Justin Young**

Hours	Description	Unit Price	TOTAL
	CITY OF SPRUCE GROVE 2021 SPRUCE RIDGE GARDENS INFRASTRUCTURE COMPLETION - UNDERGROUND FILE #02-21088-4.5		
	PROGRESS PAYMENT #1 RELEASE OF HOLDBACK		\$ 9,196.00
	PROGRESS PAYMENT #2 RELEASE OF HOLDBACK		\$ 2,405.00

Payment

Name _____
Date Rec'd _____
Chq/Cash _____

SubTotal	\$	11,601.00
GST #103885372	5%	\$ 580.05
PST	0%	
INVOICE TOTAL	\$	12,181.05

Please make cheques payable to: Nikiforuk Construction Ltd., 23150 - 18 St., Edmonton, AB T5Y 6B5
Unpaid balances will accrue interest at the rate of 5% per month compounded monthly.

Thank you for your business!

9912 - 107 Street
PO Box 2415
Edmonton AB T5J 2S5

Email: ebusiness.support@wcb.ab.ca
Tel: (780) 498-3999 (1-866-922-9221)
Fax: (780) 498-7999
WCB website: www.wcb.ab.ca

January 25, 2022

Reference Number: 588732

CITY OF SPRUCE GROVE
K HARASYMCHUK/S O'CONNELL
315 JESPERSEN AVE
SPRUCE GROVE AB T7X 3E8

Dear Sir or Madam:

Re: NIKIFORUK CONSTRUCTION LTD
23150 18 ST NW
EDMONTON AB T5Y 6B5

The above named subcontractor has an account with WCB-Alberta in the following industry(ies):

account	trade names(s)/industry	effective date	coverage
1010630	INSTAL SEWER&WATER LINES,ETC	Jan 01, 1967	worker coverage personal coverage for: NICK JR C NIKIFORUK

Thank you for checking into the status of this contractor or subcontractor. Under Section 126 of the Workers' Compensation Act, you are responsible for obtaining a clearance on your contractor or subcontractor, in order to release you from any liability for unpaid WCB premiums owed by them. Please ensure clearance has been issued in the correct name and that there is coverage in the industry(ies) for which work was performed.

Please accept this letter as a clearance for work completed between the effective date of the account and the date of this letter. For this account, you are cleared of any liability under Section 126 of the Workers' Compensation Act up to the date of this letter. Any holdback may be released for contracts completed, and/or for work completed to the date of this letter. For an account that shows closed under the effective date, the clearance is only valid for work completed up to the close date. If work has not started, obtain a clearance prior to releasing final payment.

Please note, if any directors of the corporation are injured at work, you are protected from lawsuit if they have personal coverage. If they do not have personal coverage, you may not be protected in the case of a workplace injury.

If your contractor or subcontractor is performing work outside Alberta, contact the WCB in that jurisdiction to determine your clearance and any other WCB requirements.

Any alteration of this document is strictly prohibited.

Yours truly,

eBusiness Support Team (13125184)

Carbon Copy Events**Status****Timestamp**

Cherine Campbell

ccampbell@sprucegrove.org

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Accounts Payable

apayables@sprucegrove.org

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Accepted: 10/5/2021 2:24:24 PM
ID: 65ffcaba-c4f3-4441-8d5c-79a41b96e55f
Company Name: City of Spruce Grove

Witness Events**Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

1/26/2022 9:08:19 AM

Payment Events**Status****Timestamps****Electronic Record and Signature Disclosure**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact The City of Spruce Grove:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: awatt@sprucegrove.org

To contact us by paper mail, please send correspondence to:

The City of Spruce Grove
315 Jespersen Avenue
Edmonton, T7X 3E8

To advise The City of Spruce Grove of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at awatt@sprucegrove.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from The City of Spruce Grove

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to awatt@sprucegrove.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with The City of Spruce Grove



Select Engineering Consultants Ltd.

Suite 100, 17413 – 107 Avenue NW, Edmonton AB T5S 1E5
T: 780 651 5777 F: 780 651 5757 selecteng.ca

December 15, 2021

File No.: 02-21088-4.5

Scot Williams
Field Services Coordinator
City of Spruce Grove
3rd Fl., Shenfield Centre
315 Jespersion Avenue
Spruce Grove AB T7X 3E8

Dear Scot,

**Re: Spruce Ridge Gardens Infrastructure Completion - Underground
Progress Certificate No. 2**

Please find enclosed Progress Certificate No. 2 for the above noted project.

Payment in the amount of \$21,645.00 plus G.S.T. of \$1,082.25 for a total of \$22,727.25 is recommended directly to Nikiforuk Construction Ltd. A 10% holdback in the amount of \$2,405.00 has been retained until release of holdback.

Should you have any questions or require additional information, please feel free to call me at (780) 651-5782.

Sincerely,

Select Engineering Consultants

A handwritten signature in black ink, appearing to read 'Justin Young', is written over a faint, illegible printed name.

Justin Young, P.Eng.
Project Engineer
jyoung@selecteng.ca

Attachment

cc:

CITY OF SPRUCE GROVE
Spruce Ridge Garden Infrastructure Completion
Underground & Surface Program



SCHEDULE 'A' - Undregound & Surface

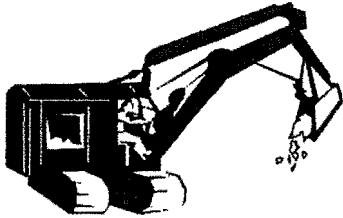
ITEM No.	Tech. Spec Reference	Description	Unit	Approximate Quantity	Unit Price	AMOUNT
		Watermain				
1.		Remove and Replace Bent Water Service CC c/w All Neseary Fitting, Hydrovacng and Surface Restoration				
	33 11 16	a) Clay Back Fill Surface Restoration Blk 1 Lot 13B, 16A, 18A, Blk2 14A, 15B, 31A, 28B, 26B, 25B	ea.	9	\$ 550.00	\$ 4,950.00
	33 11 16	b) Concrete Driveway Surface Restoration Blk 2 Lot 18A	ea.	1	\$ 1,200.00	\$ 1,200.00
2.	33 11 16	Supply and Install CC Extension Blk 1 Lot 22A	ea.	1	\$ 300.00	\$ 300.00
3.	33 11 16	Supply and Install CC Cap Blk 1 Lot 14B, 16B, 22B, 26B Blk 2 Lot 15A, 16B	ea.	1	\$ 300.00	\$ 300.00
4.	33 11 16	Remove and Replace Top Casing and CC Cap Blk 1 Lot 21B	ea.	1	\$ 380.00	\$ 380.00
5.	33 11 16	Remove and Replace Existing 200mm Gate Valve FOL 31B Blk 1	ea.	0	\$ 11,000.00	\$
6.	33 11 16	Remove and Replace Hydrant Valve Insert and Raise, Also Install Stortz Connection Blk 1 Lot 21A; Blk 2 Lot 13B, 19A	ea.	3	\$ 2,400.00	\$ 7,200.00
7.	33 11 16	Remove and Replace All Hydrant Side Port Gaskets	ea.	8	\$ 30.00	\$ 240.00
8.	33 11 16	Raise 200mm Gate Valve Blk 2 Lot 13B	ea.	5	\$ 1,500.00	\$ 7,500.00
9.	33 11 16	Remove and Replace Valve Insert and Raise Existing 200mm Gate Valve Blk 1 Lot 21A	ea.	1	\$ 600.00	\$ 600.00
10.	33 11 16	Remove and Replace Existing WM Gate Valve Rods and Install Longer Valve Rod and Rock Guard as per City Standards.	ea.	9	\$ 450.00	\$ 4,050.00
11.	33 11 16	Perform a Watermain Pressure Test to Verify the System is in Working Order	L.S	1	\$ 2,500.00	\$ 2,500.00
		Sanitary Sewer System				
12.	33 31 13	Remove Existing Manhole Step and Replace wtih Two Steps to meet the City Standards. SMH05, SMH06, SMH07, SMH10	ea.	0	\$ 600.00	\$
13.	33 31 13	Add a Steps to meet the City Standards. SMH11	ea.	0	\$ 400.00	\$

CITY OF SPRUCE GROVE
Spruce Ridge Garden Infrastructure Completion
Underground & Surface Program



SCHEDULE 'X' - Additional Work

ITEM No.	Tech. Spec Reference	Description	Unit	Approximate Quantity	Unit Price	AMOUNT
1.		Additional Excavation to the directed depth for the concrete Swale	L.S	1	\$ 26,360.00	\$ 26,360.00
2.		Additional Flushing of Storm Main to Remove all Sediments.	L.S	1	\$ 5,000.00	\$ 5,000.00
3.		Perform Additional Testing on the Existing Watermain to Determine Water Pressrue Failure	L.S	1	\$ 3,500.00	\$ 3,500.00
4.		Remove and Replace Existing Leaking CC at 39 and 41 Spruce Ridge Gardens	L.S	1	\$ 19,500.00	\$ 19,500.00
TOTAL SCHEDULE 'X'						\$ 54,360.00



NIKIFORUK

CONSTRUCTION LTD.

Water & Sewer Installation Since 1967

Invoice No.
2021-131

10-Dec-21

23150 - 18 Street, Edmonton, Alberta T5Y 6B5
Phone: (780) 473-5565 Fax: (780) 473-5501

INVOICE
PAGE 1 OF 1

Customer

Name: **CITY OF SPRUCE GROVE**
 Address: **315 JESPERSEN AVENUE**
 City: **SPRUCE GROVE** Province: **AB** Postal: **T7X 3E8**
 Phone: _____

Misc

Statement/Due Date: _____
 Contacts: **Justin Young**

Hours	Description	Unit Price	TOTAL
	CITY OF SPRUCE GROVE 2021 SPRUCE RIDGE GARDENS INFRASTRUCTURE COMPLETION - UNDERGROUND FILE #02-21088-4.5 PROGRESS PAYMENT #2		\$ 24,050.00
	LESS 10% HOLDBACK		\$ (2,405.00)

Payment

Name _____
 Date Rec'd _____
 Chq/Cash _____

	SubTotal	\$	21,645.00
GST #103885372	5%	\$	1,082.25
PST	0%		
INVOICE TOTAL		\$	22,727.25

*Please make cheques payable to: Nikiforuk Construction Ltd., 23150 - 18 St., Edmonton, AB T5Y 6B5
 Unpaid balances will accrue interest at the rate of 5% per month compounded monthly.*

Thank you for your business!

Statutory Declaration

TO BE MADE BY THE CONTRACTOR OR SUBCONTRACTOR TO ACCOMPANY
PROGRESS PAYMENT #2

IN THE MATTER OF THE CONTRACT/SUBCONTRACT

Between "City of Spruce Grove." and "Nikiforuk Construction Ltd. "2021 – Spruce Grove Gardens
Infrastructure Completion - Underground."

I, Nick C. Nikiforuk of the City of Edmonton, in the Province of Alberta DO SOLEMNLY DECLARE:

1. That I the Managing-Director of Nikiforuk Construction Ltd. and that I have personal knowledge of the facts hereunder declared.
2. That all assessments and levies under the Workers' Compensation Act, the Unemployment Insurance Act, the Income Tax Act, and other Social and Labor Legislation with respect to the above contract have been duly paid in full.
3. That no person, firm or corporation has any right or claims to builder's lien against the premises and that all sub-contracting and material suppliers and employees have been paid in full.
4. That I know of no existing lien, charge, encroachment, easement, or encumbrance on said land.
5. That all claims concerning this contract have been filed with the Engineer.

AND I MAKE THIS SOLEMN DECLARATION conscientiously believing it to be true and knowing it is of the same force and effect as if made under oath.

DECLARED before me at

Edmonton

In the Province of Alberta,

This 16 day of December 2021

Elaine Brunelle

Signed _____



Nick C. Nikiforuk

ELAINE ANN BRUNELLE
EXPIRY DATE: JANUARY 8, 2024
APPOINTEE # 0732725

Certificate Of Completion

Envelope Id: 02DED42F1D31444BA7C7944B76C1722E
 Subject: Please DocuSign: Nikiforuk Construction Ltd. 2021-131 (20211210) PC2, Doc1.docx
 Source Envelope:
 Document Pages: 10 Signatures: 1
 Certificate Pages: 5 Initials: 0
 AutoNav: Enabled
 EnvelopeId Stamping: Enabled
 Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Status: Sent

Envelope Originator:
 Tawnya Dubhan
 315 Jespersen Avenue
 Spruce Grove, AB T7X 3E8
 tdubhan@sprucegrove.org
 IP Address: 50.65.206.160

Record Tracking

Status: Original
 12/16/2021 2:40:13 PM

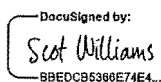
Holder: Tawnya Dubhan
 tdubhan@sprucegrove.org

Location: DocuSign

Signer Events

Scot Williams
 swilliams@sprucegrove.org
 Engineering Technologist - Capital Projects
 Security Level: Email, Account Authentication (None)

Signature



Signature Adoption: Pre-selected Style
 Using IP Address: 216.123.218.254

Timestamp

Sent: 12/16/2021 2:49:01 PM
 Viewed: 12/21/2021 10:46:32 AM
 Signed: 12/21/2021 10:48:56 AM

Electronic Record and Signature Disclosure:

Accepted: 12/21/2021 10:46:32 AM
 ID: d9367326-b8eb-418e-b354-aa7fb0e4ad48
 Company Name: The City of Spruce Grove

Mark Hussey
 mhussey@sprucegrove.org
 Director of Engineering
 The City of Spruce Grove
 Security Level: Email, Account Authentication (None)

Sent: 12/21/2021 10:48:59 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Carolyn Soloducha
 csoloducha@sprucegrove.org
 Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Accepted: 12/21/2021 10:42:26 AM
 ID: 2ec4543c-3f44-47f7-a6ce-ce1ce6c3c5bf
 Company Name: The City of Spruce Grove

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, The City of Spruce Grove (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to awatt@sprucegrove.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify The City of Spruce Grove as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by The City of Spruce Grove during the course of your relationship with The City of Spruce Grove.



Select Engineering Consultants Ltd.

Suite 100, 17413 – 107 Avenue NW, Edmonton AB T5S 1E5
T: 780 651 5777 F: 780 651 5757 selecteng.ca

August 26, 2021

File No.: 02-21088-4.5

Scot Williams
Field Services Coordinator
City of Spruce Grove
3rd Fl., Shenfield Centre
315 Jespersion Avenue
Spruce Grove AB T7X 3E8

Dear Scot,

**Re: Spruce Ridge Gardens Infrastructure Completion - Underground
Progress Certificate No. 1**

Please find enclosed Progress Certificate No. 1 for the above noted project.

Payment in the amount of \$82,764.00 plus G.S.T. of \$4,138.20 for a total of **\$86,902.20** is recommended directly to Nikiforuk Construction Ltd. A 10% holdback in the amount of \$9,196.00 has been retained until release of holdback.

Should you have any questions or require additional information, please feel free to call me at (780) 651-5782.

Sincerely,

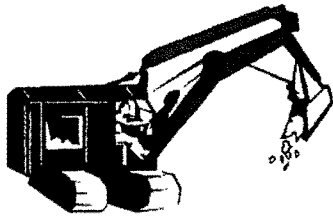
Select Engineering Consultants

A handwritten signature in black ink, appearing to read 'Justin Young', is written over a faint, illegible printed name.

Justin Young, P.Eng.
Project Engineer
jyoung@selecteng.ca

Attachment

cc:



NIKIFORUK

CONSTRUCTION LTD.

Water & Sewer Installation Since 1967

23150 - 18 Street, Edmonton, Alberta T5Y 6B5
 Phone: (780) 473-5565 Fax: (780) 473-5501

Invoice No.
2021-77

25-Aug-21

INVOICE
PAGE 1 OF 1

Customer

Name: **CITY OF SPRUCE GROVE**
 Address: **315 JESPERSEN AVENUE**
 City: **SPRUCE GROVE** Province: **AB** Postal: **T7X 3E8**
 Phone: _____

Misc

Statement/Due Date: _____
 Contacts: **Justin Young**

Hours	Description	Unit Price	TOTAL
	CITY OF SPRUCE GROVE 2021 SPRUCE RIDGE GARDENS INFRASTRUCTURE COMPLETION - UNDERGROUND FILE #02-21088-4.5 PROGRESS PAYMENT #1		\$ 91,960.00
	LESS 10% HOLDBACK		\$ (9,196.00)

Payment

Name _____
 Date Rec'd _____
 Chq/Cash _____

SubTotal	\$ 82,764.00
GST #103885372 5%	\$ 4,138.20
PST 0%	
INVOICE TOTAL	\$ 86,902.20

Please make cheques payable to: Nikiforuk Construction Ltd., 23150 - 18 St., Edmonton, AB T5Y 6B5
 Unpaid balances will accrue interest at the rate of 5% per month compounded monthly.

Thank you for your business!

CITY OF SPRUCE GROVE
Spruce Ridge Garden Infrastructure Completion
Underground & Surface Program



SCHEDULE 'A' - Undregound & Surface

ITEM No.	Tech. Spec Reference	Description	Unit	Approximate Quantity	Unit Price	AMOUNT
Watermain						
1.		Remove and Replace Bent Water Service CC c/w All Nesseary Fitting, Hydrovacing and Surface Restoration				
	33 11 16	a) Clay Back Fill Surface Restoration Blk 1 Lot 13B, 16A, 18A, Blk2 14A, 15B, 31A, 28B, 26B, 25B	ea.	9	\$ 550.00	\$ 4,950.00
	33 11 16	b) Concrete Driveway Surface Restoration Blk 2 Lot 18A	ea.	1	\$ 1,200.00	\$ 1,200.00
2.	33 11 16	Supply and Install CC Extension Blk 1 Lot 22A	ea.	1	\$ 300.00	\$ 300.00
3.	33 11 16	Supply and Install CC Cap Blk 1 Lot 14B, 16B, 22B, 26B Blk 2 Lot 15A, 16B	ea.	1	\$ 300.00	\$ 300.00
4.	33 11 16	Remove and Replace Top Casing and CC Cap Blk 1 Lot 21B	ea.	1	\$ 380.00	\$ 380.00
5.	33 11 16	Remove and Replace Existing 200mm Gate Valve FOL 31B Blk 1	ea.	1	\$ 11,000.00	\$ 11,000.00
6.	33 11 16	Remove and Replace Hydrant Valve Insert and Raise, Also Install Stortz Connection Blk 1 Lot 21A; Blk 2 Lot 13B, 19A	L.S	1	\$ 2,400.00	\$ 2,400.00
7.	33 11 16	Remove and Replace All Hydrant Side Port Gaskets	ea.	8	\$ 30.00	\$ 240.00
8.	33 11 16	Raise 200mm Gate Valve Blk 2 Lot 13B	L.S	1	\$ 1,500.00	\$ 1,500.00
9.	33 11 16	Remove and Replace Valve Insert and Raise Existing 200mm Gate Valve Blk 1 Lot 21A	L.S	1	\$ 600.00	\$ 600.00
10.	33 11 16	Remove and Replace Existing WM Gate Valve Rods and Install Longer Valve Rod and Rock Guard as per City Standards.	ea.	9	\$ 450.00	\$ 4,050.00
11.	33 11 16	Perform a Watermain Pressure Test to Verify the System is in Working Order	L.S	0	\$ 2,500.00	\$
Sanitary Sewer System						
12.	33 31 13	Remove Existing Manhole Step and Replace with Two Steps to meet the City Standards. SMH05, SMH06, SMH07, SMH10	ea.	0	\$ 600.00	\$
13.	33 31 13	Add a Steps to meet the City Standards. SMH11	ea.	0	\$ 400.00	\$

CITY OF SPRUCE GROVE
Spruce Ridge Garden Infrastructure Completion
Underground & Surface Program



SCHEDULE 'X' - Additional Work

ITEM No.	Tech. Spec Reference	Description	Unit	Approximate Quantity	Unit Price	AMOUNT
1.		Additional Excavation to the directed depth for the concrete Swale	L.S	1	\$ 26,360.00	\$ 26,360.00
TOTAL SCHEDULE 'X'						

Engineering

<i>GL Code</i>	<i>AA Code</i>	<i>Subtotal</i>	<i>Holdback</i>	<i>Total</i>
3-675-10-52-04-01	S.R.Gardens	\$91,960.00	\$9,196.00	\$82,764.00

Scot Williams

2021-09-27

DocuSigned by:
Scot Williams
BBEDCB5366E74E4...

Carbon Copy Events**Status****Timestamp**

Cherine Campbell

ccampbell@sprucegrove.org

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Accounts Payable

apayables@sprucegrove.org

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Accepted: 7/14/2021 9:29:07 AM

ID: 6c456b92-a203-45e2-b81f-372cabdc9775

Company Name: The City of Spruce Grove

Witness Events**Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

8/27/2021 7:31:44 AM

Payment Events**Status****Timestamps****Electronic Record and Signature Disclosure**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

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The City of Spruce Grove

315 Jespersen Avenue

Edmonton, T7X 3E8

To advise The City of Spruce Grove of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at awatt@sprucegrove.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

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To withdraw your consent with The City of Spruce Grove



Select Engineering Consultants Ltd.

Suite 100, 17413 – 107 Avenue NW, Edmonton AB T5S 1E5
T: 780 651 5777 F: 780 651 5757 selecteng.ca

January 13, 2022

File No.: 02-21088-4.5

Scot Williams
Field Services Coordinator
City of Spruce Grove
3rd Fl., Shenfield Centre
315 Jespersion Avenue
Spruce Grove AB T7X 3E8

Dear Scot,

**Re: Spruce Ridge Gardens Infrastructure Completion – Landscaping
Progress Certificate No. 3 – Release of Holdback**

Please find enclosed Progress Certificate No. 3-Release of Holdback for the above noted project.

Land Tec has provided a statutory declaration and WCB clearance letter required for the release of holdback on the Landscaping that was completed in Spruce Ridge Gardens stage 3. Providing the City of Spruce Grove has not required any other 3rd party claims against this project release of the holdback it is recommended at this time in the amount of \$26,041.48 plus G.S.T. of \$1,302.07 for a total of **\$27,343.55**.

Should you have any questions or require additional information, please feel free to call me at (780) 651-5782.

Sincerely,

Select Engineering Consultants

A handwritten signature in black ink, appearing to read 'Justin Young', with a long horizontal stroke extending to the right.

Justin Young, P.Eng.
Project Manager
jyoung@selecteng.ca



CITY OF SPRUCE GROVE
Spruce Ridge Garden Infrastructure Completion
Landscaping Program

SCHEDULE 'A' -Landscaping

ITEM No.	Tech. Spec Reference	Description	Unit	Approximate Quantity	Unit Price	AMOUNT
Earthworks						
1.	31 23 16	Sub Grade Fine Grading of Existing Back of Lots	cu.m	1448.11	\$ 5.25	\$ 7,602.58
2.	Section 2	Supply and Install Sod on 150mm Depth of Topsoil	sq.m	507	\$ 12.50	\$ 6,337.50
3.	Supply and Install Trees As Per Drawing					
	Section 6	a) Malus 'Thunderchild' Crabapple Tree	ea.	10	\$ 465.00	\$ 4,650.00
	Section 6	b) Colorado Blue Spruce Tree	ea.	15	\$ 465.00	\$ 6,975.00
4.	Section 6	Supply and Install 100mm Depth Shredded Wood Mulch as per Detail	sq.m	300	\$ 8.00	\$ 2,400.00
5.	Section 7	Two Year Warranty for all Landscaping	L.S	0	\$ 9,830.00	\$
Ditch Work						
6.	31 23 16	Remove and Dispose of Existing Sediments with in Bottom of Ditch to Provide Positive Drainage	cu.m	200	\$ 45.00	\$ 9,000.00
7.	Section 2	Supply and Install Coconut Matting in Ditch Bottom as per Drawing	sq.m	190	\$ 7.00	\$ 1,330.00
8.	Section 2	Supply and Install General Parks Mix Seed on 150mm Depth Topsoil	cu.m	495	\$ 7.50	\$ 3,712.50
9.	Section 2	Supply and Install Hydroseed Spread to a Depth of 50mm over 150mm Depth Topsoil	cu.m	410	\$ 7.50	\$ 3,075.00
10.		Supply and Install Retaining Wall as Per Detail Supply to Provided Signed and Sealed Structural Drawing for Review Prior to Construction	sq.m	79.73	\$ 1,132.00	\$ 90,254.36
11.	31 27 00	Supply and Install Class II Rip Rap on Existing Culvert Ends c/w Filter Fabric Envelope	sq.m	0	\$ 70.00	\$
Fence Work						
12.	32 31 29	Supply and Install 1.2m High Chain Link Fence as Per Detail	m(lin)	363.52	\$ 54.00	\$ 19,630.08
13.	32 31 29	Supply and Install 1.8m High Wood Screen Fence as Per Detail	m(lin)	315	\$ 159.00	\$ 50,085.00
14.	32 31 29	Supply and Install 1.8m High Step Down Wood Screen Fence as Per Detail	m(lin)	75	\$ 159.00	\$ 11,925.00
	32 31 29	Supply and Install Split Rail Cedar Fence As Per Detail	m(lin)	70	\$ 132.00	\$ 9,240.00
Provisional						
15.	31 23 16	Cash Allowance for Hydro Vacing Shallow Utilities	L.S	0.4	\$ 5,000.00	\$ 2,000.00
TOTAL SCHEDULE 'A'						\$ 228,217.02



CITY OF SPRUCE GROVE
Spruce Ridge Garden Infrastructure Completion

SCHEDULE SUMMARY

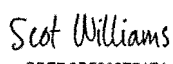
DESCRIPTION	AMOUNT
SCHEDULE 'A' -Landscaping	\$ 228,217.02
SCHEDULE 'X' - Additional Work	\$ 32,197.80
TOTAL SCHEDULE SUMMARY	\$ 260,414.82

Engineering

GL Code	AA Code	Amount	Description
4-282-10-52-04-00	Release of holdback	\$26,041.48	

Scot Williams

2022-01-21

DocuSigned by:

 BBEDCB5366E74E4...

Statutory Declaration

TO BE MADE BY THE CONTRACTOR WHEN APPLYING FOR RELEASE
OF HOLDBACK, SECURITY DEPOSIT OR BOTH UPON
SUBSTANTIAL/TOTAL PERFORMANCE

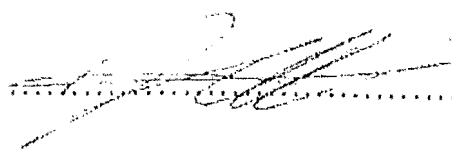
IN THE MATTER OF THE CONTRACT
between City of Spruce Grove
....., Owner
and LAND TEC LANDSCAPE CONTRACTORS LTD.
....., Contractor
for Spruce Ridge
.....
(Insert title of the Work and the Project)

I, Jeff Oudyk of the CITY of EDMONTON
in the Province of ALBERTA DO SOLEMNLY DECLARE:

THAT I am MANAGER (See Note 1) of LAND TEC LANDSCAPE
CONTRACTORS LTD., the Contractor named in the Contract abovementioned,
and as such have personal knowledge of the facts hereunder declared, and that all accounts for labour, subcontracts, products, construction machinery and equipment and other indebtedness which may have been incurred by the Contractor in the Performance of the Work (See Note 2) and for which the Owner might in any way be held responsible have been paid in full except holdback monies properly retained.

AND I MAKE THIS SOLEMN DECLARATION conscientiously believing it to be true and knowing it is of the same force and effect as if made under oath.

DECLARED before me at the
..... CITY of EDMONTON
in the PROVINCE
of ALBERTA this 5
day of January 2002

Signed 

A Commissioner for Oaths, Notary Public, Justice of the Peace.

Christopher Michael Brown

NOTE 1: The Declaration must be made by the President, a Vice President, the Secretary, the Treasurer, or a Director of an incorporated company except that another individual may make the Declaration provided that two copies of the by-law issued under the Corporation seal authorizing such individual to execute documents accompanies the first Declaration on each Contract. For a partnership the Declaration must be made by one of the partners and for a sole proprietorship the sole proprietor himself must make the Declaration. The position of the declarant and the name of the Contractor must be clearly noted.

NOTE 2: Other indebtedness shall mean only such debts incurred by the Contractor to persons in privity of contract with him, debts arising out of statutory requirements, and in the case of the Contractor's workers any debt arising out of collective bargaining agreements, legislation applying to worker's compensation, unemployment insurance, and minimum wage standards where applicable.

Carbon Copy Events**Status****Timestamp**

Cherine Campbell

ccampbell@sprucegrove.org

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Accounts Payable

apayables@sprucegrove.org

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Accepted: 10/5/2021 2:24:24 PM

ID: 65ffcaba-c4f3-4441-8d5c-79a41b96e55f

Company Name: City of Spruce Grove

Witness Events**Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

1/14/2022 11:49:06 AM

Payment Events**Status****Timestamps****Electronic Record and Signature Disclosure**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

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The City of Spruce Grove
315 Jespersen Avenue
Edmonton, T7X 3E8

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To withdraw your consent with The City of Spruce Grove



Select Engineering Consultants Ltd.

Suite 100, 17413 – 107 Avenue NW, Edmonton AB T5S 1E5
T: 780 651 5777 F: 780 651 5757 selecteng.ca

December Invoice

January 12, 2022

File No.: 02-21088-4.5

Scot Williams
Field Services Coordinator
City of Spruce Grove
3rd Fl., Shenfield Centre
315 Jespersion Avenue
Spruce Grove AB T7X 3E8

Dear Scot,

Re: Spruce Ridge Gardens Infrastructure Completion
Progress Certificate No. 2

Please find enclosed Progress Certificate No. 2 for the above noted project.

Payment in the amount of \$6,730.20 plus G.S.T. of \$336.51 for a total of **\$7,066.71** is recommended directly to Land Tec Landscape Contractors Ltd. A 10% holdback in the amount of \$747.80 has been retained until release of holdback.

Should you have any questions or require additional information, please feel free to call me at (780) 651-5782.

Sincerely,

Select Engineering Consultants

Justin Young, P.Eng.
Project Engineer
jyoung@selecteng.ca

Attachment

cc:



CITY OF SPRUCE GROVE
Spruce Ridge Garden Infrastructure Completion
Landscaping Program

SCHEDULE 'A' -Landscaping

ITEM No.	Tech. Spec Reference	Description	Unit	Approximate Quantity	Unit Price	AMOUNT
Earthworks						
1.	31 23 16	Sub Grade Fine Grading of Existing Back of Lots	cu.m	1448.11	\$ 5.25	\$ 7,602.58
2.	Section 2	Supply and Install Sod on 150mm Depth of Topsoil	sq.m	507	\$ 12.50	\$ 6,337.50
3.	Supply and Install Trees As Per Drawing					
	Section 6	a) Malus 'Thunderchild' Crabapple Tree	ea.	10	\$ 465.00	\$ 4,650.00
	Section 6	b) Colorado Blue Spruce Tree	ea.	15	\$ 465.00	\$ 6,975.00
4.	Section 6	Supply and Install 100mm Depth Shredded Wood Mulch as per Detail	sq.m	300	\$ 8.00	\$ 2,400.00
5.	Section 7	Two Year Warranty for all Landscaping	L.S	0	\$ 9,830.00	\$
Ditch Work						
6.	31 23 16	Remove and Dispose of Existing Sediments with in Bottom of Ditch to Provide Positive Drainage	cu.m	200	\$ 45.00	\$ 9,000.00
7.	Section 2	Supply and Install Coconut Matting in Ditch Bottom as per Drawing	sq.m	190	\$ 7.00	\$ 1,330.00
8.	Section 2	Supply and Install General Parks Mix Seed on 150mm Depth Topsoil	cu.m	495	\$ 7.50	\$ 3,712.50
9.	Section 2	Supply and Install Hydroseed Spread to a Depth of 50mm over 150mm Depth Topsoil	cu.m	410	\$ 7.50	\$ 3,075.00
10.		Supply and Install Retaining Wall as Per Detail Supply to Provided Signed and Sealed Structural Drawing for Review Prior to Construction	sq.m	79.73	\$ 1,132.00	\$ 90,254.36
11.	31 27 00	Supply and Install Class II Rip Rap on Existing Culvert Ends c/w Filter Fabric Envelope	sq.m	0	\$ 70.00	\$
Fence Work						
12.	32 31 29	Supply and Install 1.2m High Chain Link Fence as Per Detail	m(lin)	363.52	\$ 54.00	\$ 19,630.08
13.	32 31 29	Supply and Install 1.8m High Wood Screen Fence as Per Detail	m(lin)	315	\$ 159.00	\$ 50,085.00
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Provisional						
15.	31 23 16	Cash Allowance for Hydro Vacing Shallow Utilities	L.S	0.4	\$ 5,000.00	\$ 2,000.00
TOTAL SCHEDULE 'A'						\$ 228,217.02

Land Tec Landscape Contractors Ltd.

14210-141 st.
Edmonton, Alberta T6V 1H7

INVOICE

Invoice No.: 16412
Date: 01/05/2022
Page: 1

Sold to:
CITY OF SPRUCE GROVE (715)
C/O SELECT ENGINEERING
315 JESPERSEN AVE
SPRUCE GROVE, AB T7X 3E8

Ship to:
SPRUCE RIDGE

Business No.: 120731567RP0001

Item No.	Unit	Quantity	Description	Tax	Unit Price	Amount
			AS PER ATTACHED PROGRESS CLAIM #2 LESS 10% HOLDBACK	G G		7,478.00 -747.80
			G - GST 5.00% GST			336.51
Land Tec Landscape Contractors Ltd. GST: #120731567RP0001						
Comment:					Total Amount	7,066.71



9912 - 107 Street
PO Box 2416
Edmonton AB T5J 2S5

Email: ebusiness.support@wcb.ab.ca
Tel: (780) 498-3999 (1-866-922-9221)
Fax: (780) 498-7999
WCB website: www.wcb.ab.ca

January 5, 2022

Reference Number: 588732

CITY OF SPRUCE GROVE
K HARASYMCHUK/S O'CONNELL
315 JESPERSEN AVE
SPRUCE GROVE AB T7X 3E8

Dear Sir or Madam:

Re: LANDTEC LANDSCAPE CONTRACTORS LTD.
14210 141 ST NW
EDMONTON AB T6V 1H7

The above named subcontractor has an account with WCB-Alberta in the following industry(ies):

account	trade names(s)/Industry	effective date	coverage
2186532	LANDSCAPING &/OR MAINT INCL SNOW REMOVAL	Jun 29, 1981	worker coverage personal coverage for: RON R OUDYK

Thank you for checking into the status of this contractor or subcontractor. Under Section 126 of the Workers' Compensation Act, you are responsible for obtaining a clearance on your contractor or subcontractor, in order to release you from any liability for unpaid WCB premiums owed by them. Please ensure clearance has been issued in the correct name and that there is coverage in the industry(ies) for which work was performed.

Please accept this letter as a clearance for work completed between the effective date of the account and the date of this letter. For this account, you are cleared of any liability under Section 126 of the Workers' Compensation Act up to the date of this letter. Any holdback may be released for contracts completed, and/or for work completed to the date of this letter. For an account that shows closed under the effective date, the clearance is only valid for work completed up to the close date. If work has not started, obtain a clearance prior to releasing final payment.

Please note, if any directors of the corporation are injured at work, you are protected from lawsuit if they have personal coverage. If they do not have personal coverage, you may not be protected in the case of a workplace injury.

If your contractor or subcontractor is performing work outside Alberta, contact the WCB in that jurisdiction to determine your clearance and any other WCB requirements.

Any alteration of this document is strictly prohibited.

Yours truly,

eBusiness Support Team (13079901)

Carbon Copy Events**Status****Timestamp**

Cherine Campbell

ccampbell@sprucegrove.org

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Accounts Payable

apayables@sprucegrove.org

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Accepted: 10/5/2021 2:24:24 PM

ID: 65ffcaba-c4f3-4441-8d5c-79a41b96e55f

Company Name: City of Spruce Grove

Witness Events**Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

1/14/2022 11:45:30 AM

Payment Events**Status****Timestamps****Electronic Record and Signature Disclosure**

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The City of Spruce Grove

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Edmonton, T7X 3E8

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To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at awatt@sprucegrove.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from The City of Spruce Grove

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to awatt@sprucegrove.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with The City of Spruce Grove



Select Engineering Consultants Ltd.

Suite 100, 17413 – 107 Avenue NW, Edmonton AB T5S 1E5
T: 780 651 5777 F: 780 651 5757 selecteng.ca

August 23, 2021

File No.: 02-21088-4.5

Scot Williams
Field Services Coordinator
City of Spruce Grove
3rd Fl., Shenfield Centre
315 Jespersion Avenue
Spruce Grove AB T7X 3E8

Dear Scot,

**Re: Spruce Ridge Gardens Infrastructure Completion
Progress Certificate No. 1**

Please find enclosed Progress Certificate No. 1 for the above noted project.

Payment in the amount of \$227,643.14 plus G.S.T. of \$11,382.16 for a total of **\$239,025.30** is recommended directly to Land Tec Landscape Contractors Ltd. A 10% holdback in the amount of \$25,293.68 has been retained until release of holdback.

Should you have any questions or require additional information, please feel free to call me at (780) 651-5782.

Sincerely,

Select Engineering Consultants

A handwritten signature in black ink, appearing to read 'Justin Young', is written over a faint, larger signature.

Justin Young, P.Eng.
Project Engineer
jyoung@selecteng.ca

Attachment

cc:



CITY OF SPRUCE GROVE
Spruce Ridge Garden Infrastructure Completion
Landscaping Program

SCHEDULE 'A' -Landscaping

ITEM No.	Tech. Spec Reference	Description	Unit	Approximate Quantity	Unit Price	AMOUNT
Earthworks						
1.	31 23 16	Sub Grade Fine Grading of Existing Back of Lots	cu.m	1448.11	\$ 5.25	\$ 7,602.58
2.	Section 2	Supply and Install Sod on 150mm Depth of Topsoil	sq.m	507	\$ 12.50	\$ 6,337.50
Supply and Install Trees As Per Drawing						
3.	Section 6	a) Malus 'Thunderchild' Crabapple Tree	ea.	10	\$ 465.00	\$ 4,650.00
	Section 6	b) Colorado Blue Spruce Tree	ea.	15	\$ 465.00	\$ 6,975.00
4.	Section 6	Supply and Install 100mm Depth Shredded Wood Mulch as per Detail	sq.m	300	\$ 8.00	\$ 2,400.00
5.	Section 7	Two Year Warranty for all Landscaping	L.S	0	\$ 9,830.00	\$
Ditch Work						
6.	31 23 16	Remove and Dispose of Existing Sediments with in Bottom of Ditch to Provide Positive Drainage	cu.m	200	\$ 45.00	\$ 9,000.00
7.	Section 2	Supply and Install Coconut Matting In Ditch Bottom as per Drawing	sq.m	190	\$ 7.00	\$ 1,330.00
8.	Section 2	Supply and Install General Parks Mix Seed on 150mm Depth Topsoil	cu.m	495	\$ 7.50	\$ 3,712.50
9.	Section 2	Supply and Install Hydroseed Spread to a Depth of 50mm over 150mm Depth Topsoil	cu.m	410	\$ 7.50	\$ 3,075.00
10.		Supply and Install Retaining Wall as Per Detail Supply to Provided Signed and Sealed Structural Drawing for Review Prior to Construction	sq.m	79.73	\$ 1,132.00	\$ 90,254.36
11.	31 27 00	Supply and Install Class II Rip Rap on Existing Culvert Ends c/w Filter Fabric Envelope	sq.m	0	\$ 70.00	\$
Fence Work						
12.	32 31 29	Supply and Install 1.2m High Chain Link Fence as Per Detail	m(lin)	363.52	\$ 54.00	\$ 19,630.08
13.	32 31 29	Supply and Install 1.8m High Wood Screen Fence as Per Detail	m(lin)	315	\$ 159.00	\$ 50,085.00
14.	32 31 29	Supply and Install 1.8m High Step Down Wood Screen Fence as Per Detail	m(lin)	75	\$ 159.00	\$ 11,925.00
	32 31 29	Supply and Install Split Rail Cedar Fence As Per Detail	m(lin)	70	\$ 132.00	\$ 9,240.00
Provisional						
15.	31 23 16	Cash Allowance for Hydro Vacing Shallow Utilities	L.S	0.4	\$ 5,000.00	\$ 2,000.00
TOTAL SCHEDULE 'A'						\$ 228,217.02



CITY OF SPRUCE GROVE
Spruce Ridge Garden Infrastructure Completion

SCHEDULE SUMMARY

DESCRIPTION	AMOUNT
SCHEDULE 'A' -Landscaping	\$ 228,217.02
SCHEDULE 'X' - Additional Work	\$ 24,719.80
TOTAL SCHEDULE SUMMARY	\$ 252,936.82



9912 - 107 Street
PO Box 2416
Edmonton AB T5J 2S5

Email: ebusiness.support@wcb.ab.ca
Tel: (780) 498-3999 (1-866-922-9221)
Fax: (780) 498-7999
WCB website: www.wcb.ab.ca

August 23, 2021

Reference Number: 588732

CITY OF SPRUCE GROVE
K HARASYMCHUK/C MORETTI
315 JESPERSEN AVE
SPRUCE GROVE AB T7X 3E8

Dear Sir or Madam:

Re: LANDTEC LANDSCAPE CONTRACTORS LTD.
14210 141 ST NW
EDMONTON AB T6V 1H7

The above named subcontractor has an account with WCB-Alberta in the following industry(ies):

account	trade names(s)/industry	effective date	coverage
2166532	LANDSCAPING &/OR MAINT INCL SNOW REMOVAL	Jun 29, 1981	worker coverage personal coverage for: RON R OUDYK

Thank you for checking into the status of this contractor or subcontractor. Under Section 126 of the Workers' Compensation Act, you are responsible for obtaining a clearance on your contractor or subcontractor, in order to release you from any liability for unpaid WCB premiums owed by them. Please ensure clearance has been issued in the correct name and that there is coverage in the industry(ies) for which work was performed.

Please accept this letter as a clearance for work completed between the effective date of the account and the date of this letter. For this account, you are cleared of any liability under Section 126 of the Workers' Compensation Act up to the date of this letter. Any holdback may be released for contracts completed, and/or for work completed to the date of this letter. For an account that shows closed under the effective date, the clearance is only valid for work completed up to the close date. If work has not started, obtain a clearance prior to releasing final payment.

Please note, if any directors of the corporation are injured at work, you are protected from lawsuit if they have personal coverage. If they do not have personal coverage, you may not be protected in the case of a workplace injury.

If your contractor or subcontractor is performing work outside Alberta, contact the WCB in that jurisdiction to determine your clearance and any other WCB requirements.

Any alteration of this document is strictly prohibited.

Yours truly,

eBusiness Support Team (12823234)

Carbon Copy Events**Status****Timestamp**

Cherine Campbell

ccampbell@sprucegrove.org

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**
Not Offered via DocuSign

Accounts Payable

apayables@sprucegrove.org

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**
Accepted: 7/14/2021 9:29:07 AM
ID: 6c456b92-a203-45e2-b81f-372cabdc9775
Company Name: The City of Spruce Grove**Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

8/23/2021 2:24:57 PM

Payment Events**Status****Timestamps****Electronic Record and Signature Disclosure**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact The City of Spruce Grove:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: awatt@sprucegrove.org

To contact us by paper mail, please send correspondence to:

The City of Spruce Grove
315 Jespersen Avenue
Edmonton, T7X 3E8

To advise The City of Spruce Grove of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at awatt@sprucegrove.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

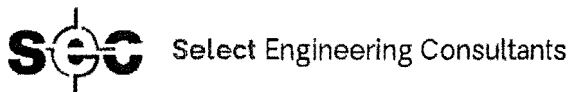
If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from The City of Spruce Grove

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to awatt@sprucegrove.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with The City of Spruce Grove

2021 INVOICE



Suite 100, 17413-107 Avenue NW Edmonton AB T5S 1E5
 office 780 651 5777 fax 780 651 5757 selecteng.ca

City of Spruce Grove
 Trevor Crawford
 315 Jespersen Avenue
 Spruce Grove, AB T7X 3E8

Invoice number 2201-0084
 Date 01/18/2022
 Project 0002-21088 SPRUCE RIDGE
 INFRASTRUCTURE COMPLETION

To period ending December 31, 2021

Invoice Summary

Description	Budget Amount	Percent Complete	Total Billed	Prior Billed	Remaining	Current Billed
DETAILED DESIGN	12,960.00	100.00	12,960.00	12,960.00	0.00	0.00
TENDER PREPARATION AND ADMINISTRATION	3,080.00	100.00	3,080.00	3,080.00	0.00	0.00
CONTRACT MANAGEMENT	13,640.00	100.00	13,640.00	13,640.00	0.00	0.00
POST CONSTRUCTION ADMINISTRATION	4,320.00	100.00	4,320.00	2,160.00	0.00	2,160.00
WARRANTY/FINAL ACCEPTANCE ADMINISTRATION	1,000.00	0.00	0.00	0.00	1,000.00	0.00
Subtotal	35,000.00	97.14	34,000.00	31,840.00	1,000.00	2,160.00
GST						108.00
Total						2,268.00

Engineering

GL Code	AA Code	Amount	Description
3-675-10-52-04-01	S.R. Gardens	\$2 160.00	

Trevor Crawford
 2022-01-19

DocuSigned by:

 8E5AF378CED7406...

Mark Hussey
 2022-01-20

DocuSigned by:

 86E58F05A3D54F8...

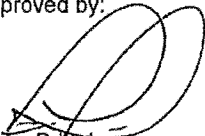
City of Spruce Grove
 Project **0002-21088 SPRUCE RIDGE INFRASTRUCTURE COMPLETION**

Invoice number 2201-0084
 Date 01/18/2022

Description	Budget Amount	Percent Complete	Total Billed	Prior Billed	Remaining	Current Billed
POST CONSTRUCTION ADMINISTRATION	4,320.00	100.00	4,320.00	2,160.00	0.00	2,160.00
Total	4,320.00	100.00	4,320.00	2,160.00	0.00	2,160.00

Invoice subtotal	2,160.00
GST	108.00
Invoice total	2,268.00

Approved by:



Steve Brittain

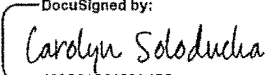
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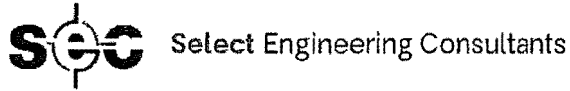
TCA Approval

GL Code	AA Code	Amount	Description
3-675-10-52-04-01	S.R. Gardens	2,160.00	Post Const Admin

AP Gross 2,160.00

Carolyn Soloducha
 2022-01-20

DocuSigned by:

 183C21C6192A45C...



Suite 100, 17413—107 Avenue NW Edmonton AB T5S 1E5
 office 780 651 5777 fax 780 651 5757 selecteng.ca

City of Spruce Grove
 Trevor Crawford
 315 Jespersen Avenue
 Spruce Grove, AB T7X 3E8

Invoice number 2112-0087
 Date 12/08/2021

Project 0002-21088 SPRUCE RIDGE
 INFRASTRUCTURE COMPLETION

To period ending November 26, 2021

Invoice Summary

Description	Budget Amount	Percent Complete	Total Billed	Prior Billed	Remaining	Current Billed
DETAILED DESIGN	12,960.00	100.00	12,960.00	9,072.00	0.00	3,888.00
TENDER PREPARATION AND ADMINISTRATION	3,080.00	100.00	3,080.00	3,080.00	0.00	0.00
CONTRACT MANAGEMENT	13,640.00	100.00	13,640.00	8,640.00	0.00	5,000.00
POST CONSTRUCTION ADMINISTRATION	4,320.00	50.00	2,160.00	2,160.00	2,160.00	0.00
WARRANTY/FINAL ACCEPTANCE ADMINISTRATION	1,000.00	0.00	0.00	0.00	1,000.00	0.00
Subtotal	35,000.00	90.97	31,840.00	22,952.00	3,160.00	8,888.00
GST						444.40
Total						9,332.40

Engineering

GL Code	AA Code	Subtotal	Holdback	Total
3-675-10-52-04-01	S.R.Gardens			\$9,332.40

Trevor Crawford
 2021-12-13

DocuSigned by:

 8E6AF378CED7406...

Mark Hussey
 2021-12-13

DocuSigned by:

 86E58FC5A3D54F8...

Capital Approval

GL Code	AA Code	Subtotal	Description
3-675-10-52-04-01	S.R.Gardens	8,888.00	Design & Contract Admin

AP Gross 8,888.00

Carolyn Soloducha
 2021-12-13

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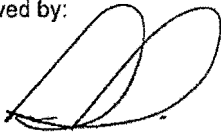
City of Spruce Grove
Project 0002-21088 SPRUCE RIDGE INFRASTRUCTURE COMPLETION

Invoice number 2112-0087
Date 12/08/2021

Description	Budget Amount	Percent Complete	Total Billed	Prior Billed	Remaining	Current Billed
DETAILED DESIGN	12,960.00	100.00	12,960.00	9,072.00	0.00	3,888.00
CONTRACT MANAGEMENT	13,640.00	100.00	13,640.00	8,640.00	0.00	5,000.00
Total	26,600.00	100.00	26,600.00	17,712.00	0.00	8,888.00

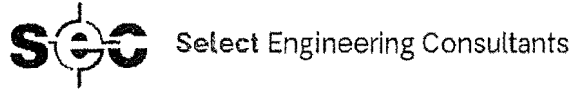
Invoice subtotal 8,888.00
GST 444.40
Invoice total 9,332.40

Approved by:



Steve Brittain

GST #82066 8952 RT0001



Suite 100, 17413—107 Avenue NW Edmonton AB T5S 1E5
 office 780 651 5777 fax 780 651 5757 selecteng.ca

City of Spruce Grove
 Trevor Crawford
 315 Jespersen Avenue
 Spruce Grove, AB T7X 3E8

Invoice number 2108-0143
 Date 08/24/2021

Project **0002-21088 SPRUCE RIDGE
 INFRASTRUCTURE COMPLETION**

To period ending July 30, 2021

Invoice Summary

Description	Budget Amount	Percent Complete	Total Billed	Prior Billed	Remaining	Current Billed	
DETAILED DESIGN	12,960.00	70.00	9,072.00	9,072.00	3,888.00	0.00	
TENDER PREPARATION AND ADMINISTRATION	3,080.00	100.00	3,080.00	3,080.00	0.00	0.00	
CONTRACT MANAGEMENT	8,640.00	100.00	8,640.00	5,616.00	0.00	3,024.00	
POST CONSTRUCTION ADMINISTRATION	4,320.00	50.00	2,160.00	0.00	2,160.00	2,160.00	
WARRANTY/FINAL ACCEPTANCE ADMINISTRATION	1,000.00	0.00	0.00	0.00	1,000.00	0.00	
	Subtotal	30,000.00	76.51	22,952.00	17,768.00	7,048.00	5,184.00
	GST						259.20
	Total						5,443.20

City of Spruce Grove
Project 0002-21088 SPRUCE RIDGE INFRASTRUCTURE COMPLETION

Invoice number 2108-0143
Date 08/24/2021

Description	Budget Amount	Percent Complete	Total Billed	Prior Billed	Remaining	Current Billed
CONTRACT MANAGEMENT	8,640.00	100.00	8,640.00	5,616.00	0.00	3,024.00
POST CONSTRUCTION ADMINISTRATION	4,320.00	50.00	2,160.00	0.00	2,160.00	2,160.00
Total	12,960.00	83.33	10,800.00	5,616.00	2,160.00	5,184.00

Invoice subtotal 5,184.00
GST 259.20
Invoice total 5,443.20

Approved by:



Steve Brittain

GST #82066 8952 RT0001

Certificate Of Completion

Envelope Id: CE5439C38A484C8D984EDABF14B3A350
Subject: Please DocuSign: Select Engineering Consultants 2108-0143 (20210824)
Source Envelope:
Document Pages: 3 Signatures: 4
Certificate Pages: 5 Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Status: Completed

Envelope Originator:
Lorie Sprokkreeff
315 Jespersen Avenue
Spruce Grove, AB T7X 3E8
lsprokkreeff@sprucegrove.org
IP Address: 50.99.89.61

Record Tracking

Status: Original
8/27/2021 8:37:47 AM

Holder: Lorie Sprokkreeff
lsprokkreeff@sprucegrove.org

Location: DocuSign

Signer Events

Cherine Campbell
ccampbell@sprucegrove.org
Senior Administrative Assistant, Engineering
The City of Spruce Grove
Security Level: Email, Account Authentication
(None)

Signature

DocuSigned by:
Cherine Campbell
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Signature Adoption: Pre-selected Style
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Viewed: 8/30/2021 10:22:47 AM
Signed: 8/30/2021 10:23:44 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Trevor Crawford
tcrawford@sprucegrove.org
Supervisor of Capital Projects
Security Level: Email, Account Authentication
(None)

DocuSigned by:
Trevor Crawford
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Signature Adoption: Uploaded Signature Image
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Company Name: The City of Spruce Grove

Mark Hussey
mhussey@sprucegrove.org
Director of Engineering
The City of Spruce Grove
Security Level: Email, Account Authentication
(None)

DocuSigned by:
Mark Hussey
86E58FC5A3D54F8...

Signature Adoption: Drawn on Device
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Carolyn Soloducha
csoloducha@sprucegrove.org
Accountant
Security Level: Email, Account Authentication
(None)

DocuSigned by:
Carolyn Soloducha
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Signature Adoption: Pre-selected Style
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Electronic Record and Signature Disclosure:
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ID: 2cd46a23-0886-4de6-a07f-29e8d6a2dd8d
Company Name: The City of Spruce Grove

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events Cherine Campbell ccampbell@sprucegrove.org Senior Administrative Assistant, Engineering The City of Spruce Grove Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Timestamp Sent: 8/31/2021 2:51:05 PM
Accounts Payable apayables@sprucegrove.org Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 7/14/2021 9:29:07 AM ID: 6c456b92-a203-45e2-b81f-372cabdc9775 Company Name: The City of Spruce Grove	COPIED	Timestamp Sent: 8/31/2021 3:37:03 PM
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Notary Events	Signature	Timestamp
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Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		



Select Engineering Consultants

Suite 100, 17413—107 Avenue NW Edmonton AB T5S 1E5
office 780 651 5777 fax 780 651 5757 selecteng.ca

City of Spruce Grove
Trevor Crawford
315 Jespersen Avenue
Spruce Grove, AB T7X 3E8

Invoice number 2107-0018
Date 07/23/2021

Project **0002-21088 SPRUCE RIDGE
INFRASTRUCTURE COMPLETION**

To period ending June 30, 2021

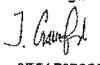
Invoice Summary

Description	Budget Amount	Percent Complete	Total Billed	Prior Billed	Remaining	Current Billed
DETAILED DESIGN	12,960.00	70.00	9,072.00	9,072.00	3,888.00	0.00
TENDER PREPARATION AND ADMINISTRATION	3,080.00	100.00	3,080.00	3,080.00	0.00	0.00
CONTRACT MANAGEMENT	8,640.00	65.00	5,616.00	2,592.00	3,024.00	3,024.00
POST CONSTRUCTION ADMINISTRATION	4,320.00	0.00	0.00	0.00	4,320.00	0.00
WARRANTY/FINAL ACCEPTANCE ADMINISTRATION	1,000.00	0.00	0.00	0.00	1,000.00	0.00
Subtotal	30,000.00	59.23	17,768.00	14,744.00	12,232.00	3,024.00
GST						151.20
Total						3,175.20

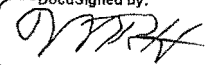
Engineering

GL Code	AA Code	Subtotal	Holdback	Total
3-675-10-52-04-01	S.R. Gardens			

Trevor Crawford
2021-08-04

DocuSigned by:

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Mark Hussey
2021-08-04

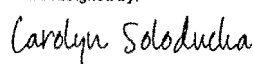
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Capital Approval

GL Code	AA Code	Subtotal	Description
3-675-10-52-04-01	S.R.Gardens	3,024.00	Contract Mgmt

AP Gross 3,024.00

Carolyn Soloducha
2021-08-05

DocuSigned by:

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City of Spruce Grove
Project **D002-21088 SPRUCE RIDGE INFRASTRUCTURE COMPLETION**

Invoice number 2107-0018
Date 07/23/2021

Description	Budget Amount	Percent Complete	Total Billed	Prior Billed	Remaining	Current Billed
CONTRACT MANAGEMENT	8,640.00	65.00	5,616.00	2,592.00	3,024.00	3,024.00
Total	8,640.00	65.00	5,616.00	2,592.00	3,024.00	3,024.00

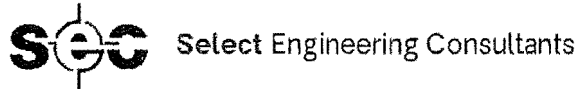
Invoice subtotal	3,024.00
GST	151.20
Invoice total	3,175.20

Approved by:



Steve Brittain

GST #82066 8952 RT0001



Suite 100, 17413-107 Avenue NW Edmonton AB T5S 1E5
 office 780 651 5777 fax 780 651 5757 selecteng.ca

City of Spruce Grove
 Trevor Crawford
 315 Jespersen Avenue
 Spruce Grove, AB T7X 3E8

Invoice number 2106-0181
 Date 07/01/2021

Project 0002-21088 SPRUCE RIDGE
 INFRASTRUCTURE COMPLETION

To period ending June 01, 2021

Invoice Summary

Description	Budget Amount	Percent Complete	Total Billed	Prior Billed	Remaining	Current Billed	
DETAILED DESIGN	12,960.00	70.00	9,072.00	9,072.00	3,888.00	0.00	
TENDER PREPARATION AND ADMINISTRATION	3,080.00	100.00	3,080.00	3,080.00	0.00	0.00	
CONTRACT MANAGEMENT	8,640.00	30.00	2,592.00	0.00	6,048.00	2,592.00	
POST CONSTRUCTION ADMINISTRATION	4,320.00	0.00	0.00	0.00	4,320.00	0.00	
WARRANTY/FINAL ACCEPTANCE ADMINISTRATION	1,000.00	0.00	0.00	0.00	1,000.00	0.00	
	Subtotal	30,000.00	49.15	14,744.00	12,152.00	15,256.00	2,592.00
	GST						129.60
	Total						2,721.60

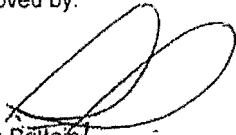
City of Spruce Grove
Project 0002-21088 SPRUCE RIDGE INFRASTRUCTURE COMPLETION

Invoice number 2106-0181
Date 07/01/2021

Description	Budget Amount	Percent Complete	Total Billed	Prior Billed	Remaining	Current Billed
CONTRACT MANAGEMENT	8,640.00	30.00	2,592.00	0.00	6,048.00	2,592.00
Total	8,640.00	30.00	2,592.00	0.00	6,048.00	2,592.00

Invoice subtotal	2,592.00
GST	129.60
Invoice total	2,721.60

Approved by:



Steve Brittain

GST #82066 8952 RT0001

Certificate Of Completion

Envelope Id: B28AE6D19FA3464798812E163F7347BD

Status: Completed

Subject: Please DocuSign: Select Engineering Consultants 2106-0181 (20210630) June Invoice, Doc1.docx

Source Envelope:

Document Pages: 3

Signatures: 5

Envelope Originator:

Certificate Pages: 5

Initials: 0

Tawnya Dubhan

AutoNav: Enabled

315 Jespersen Avenue

EnvelopeId Stamping: Enabled

Spruce Grove, AB T7X 3E8

Time Zone: (UTC-07:00) Mountain Time (US & Canada)

tdubhan@sprucegrove.org

IP Address: 50.65.206.160

Record Tracking

Status: Original

Holder: Tawnya Dubhan

Location: DocuSign

7/7/2021 2:19:43 PM

tdubhan@sprucegrove.org

Signer Events

Cherine Campbell

ccampbell@sprucegrove.org

Senior Administrative Assistant, Engineering

The City of Spruce Grove

Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:
Cherine Campbell
EC43082A3D40413...

Signature Adoption: Pre-selected Style

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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Trevor Crawford

tcrawford@sprucegrove.org

Supervisor of Capital Projects

Security Level: Email, Account Authentication (None)

DocuSigned by:
Trevor Crawford
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Signature Adoption: Uploaded Signature Image

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ID: 28062d3b-b32d-4bd5-a7d3-0ad8d9129df0
Company Name: The City of Spruce Grove

Mark Hussey

mhussey@sprucegrove.org

Director of Engineering

The City of Spruce Grove

Security Level: Email, Account Authentication (None)

DocuSigned by:
Mark Hussey
8E58F0C5A3D54F8...

Signature Adoption: Drawn on Device

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Viewed: 7/8/2021 1:37:21 PM

Signed: 7/8/2021 1:37:35 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Carolyn Soloducha

csoloducha@sprucegrove.org

Accountant

Security Level: Email, Account Authentication (None)

DocuSigned by:
Carolyn Soloducha
183C21C8192A45C...

Signature Adoption: Pre-selected Style

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Electronic Record and Signature Disclosure:
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ID: fc26407c-1594-4108-8212-973e72b53fb7
Company Name: The City of Spruce Grove

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events Cherine Campbell ccampbell@sprucegrove.org Senior Administrative Assistant, Engineering The City of Spruce Grove Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	<div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 0 auto;">COPIED</div>	Timestamp Sent: 7/8/2021 1:37:37 PM
Accounts Payable apayables@sprucegrove.org Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 6/8/2021 2:00:10 PM ID: ad4c2365-c079-4dee-9824-798f907630d0 Company Name: City of Spruce Grove	<div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 0 auto;">COPIED</div>	Sent: 7/9/2021 1:37:25 PM
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Notary Events	Signature	Timestamp
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Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		



Suite 100, 17413--107 Avenue NW Edmonton AB T5S 1E5
 office 780 651 5777 fax 780 651 5757 selecteng.ca

City of Spruce Grove
 Trevor Crawford
 315 Jespersen Avenue
 Spruce Grove, AB T7X 3E8

Invoice number 2102-0145
 Date 02/23/2021

Project **0002-21088 SPRUCE RIDGE
 INFRASTRUCTURE COMPLETION**

To period ending January 29, 2021

Invoice Summary

Description	Budget Amount	Percent Complete	Total Billed	Prior Billed	Remaining	Current Billed	
DETAILED DESIGN	12,960.00	20.00	2,592.00	0.00	10,368.00	2,592.00	
TENDER PREPARATION AND ADMINISTRATION	3,080.00	0.00	0.00	0.00	3,080.00	0.00	
CONTRACT MANAGEMENT	8,640.00	0.00	0.00	0.00	8,640.00	0.00	
POST CONSTRUCTION ADMINISTRATION	4,320.00	0.00	0.00	0.00	4,320.00	0.00	
WARRANTY/FINAL ACCEPTANCE ADMINISTRATION	1,000.00	0.00	0.00	0.00	1,000.00	0.00	
	Subtotal	30,000.00	8.64	2,592.00	0.00	27,408.00	2,592.00
	GST						129.60
	Total						2,721.50

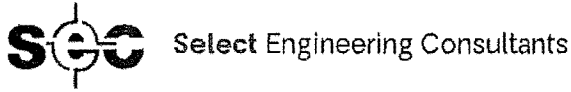
Engineering

GL Code	AA Code	Subtotal	Holdback	Total
3-675-10-52-04-01	S.R. Gardens			

2021-03-01 Trevor Crawford DS

2021-03-03 Mark Hussey DocuSigned by:

86E58FC5A3D54F8...



Suite 100, 17413-107 Avenue NW Edmonton AB T5S 1E5
 office 780 651 5777 fax 780 651 5757 selecteng.ca

City of Spruce Grove
 Trevor Crawford
 315 Jespersen Avenue
 Spruce Grove, AB T7X 3E8

Invoice number 2104-0041
 Date 04/09/2021

Project **0002-21088 SPRUCE RIDGE
 INFRASTRUCTURE COMPLETION**


To period ending March 26, 2021

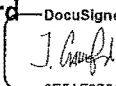
Invoice Summary

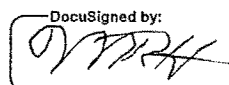
Description	Budget Amount	Percent Complete	Total Billed	Prior Billed	Remaining	Current Billed
DETAILED DESIGN	12,960.00	65.00	8,424.00	2,592.00	4,536.00	5,832.00
TENDER PREPARATION AND ADMINISTRATION	3,080.00	35.00	1,078.00	0.00	2,002.00	1,078.00
CONTRACT MANAGEMENT	8,640.00	0.00	0.00	0.00	8,640.00	0.00
POST CONSTRUCTION ADMINISTRATION	4,320.00	0.00	0.00	0.00	4,320.00	0.00
WARRANTY/FINAL ACCEPTANCE ADMINISTRATION	1,000.00	0.00	0.00	0.00	1,000.00	0.00
Subtotal	30,000.00	31.67	9,502.00	2,592.00	20,498.00	6,910.00
GST						345.50
Total						7,255.50

Engineering

GL Code	AA Code	Subtotal	Holdback	Total
3-675-10-52-04-01	S.R. Gardens			\$7,255.50

Cherine Campbell ^{DS}
 2021-04-15 

Trevor Crawford ^{DocuSigned by:}
 2021-04-15 
 8E5AF378CED7406...

Mark Hussey ^{DocuSigned by:}
 2021-04-21 
 86E58FC5A3D54F8...

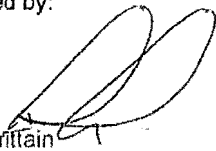
City of Spruce Grove
Project **0002-21088 SPRUCE RIDGE INFRASTRUCTURE COMPLETION**

Invoice number 2104-0041
Date 04/09/2021

Description	Budget Amount	Percent Complete	Total Billed	Prior Billed	Remaining	Current Billed
DETAILED DESIGN	12,960.00	65.00	8,424.00	2,592.00	4,536.00	5,832.00
TENDER PREPARATION AND ADMINISTRATION	3,080.00	35.00	1,078.00	0.00	2,002.00	1,078.00
Total	16,040.00	59.24	9,502.00	2,592.00	6,538.00	6,910.00

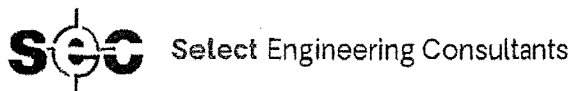
Invoice subtotal	6,910.00
GST	345.50
Invoice total	7,255.50

Approved by:



Steve Brittain

GST #82066 8952 RT0001



Suite 100, 17413-107 Avenue NW Edmonton AB T5S 1E5
 office 780 651 5777 fax 780 651 5757 selecteng.ca

City of Spruce Grove
 Trevor Crawford
 315 Jespersen Avenue
 Spruce Grove, AB T7X 3E8

Invoice number 2105-0072
 Date 05/13/2021

Project **0002-21088 SPRUCE RIDGE
 INFRASTRUCTURE COMPLETION**

To period ending April 30, 2021

Invoice Summary

Description	Budget Amount	Percent Complete	Total Billed	Prior Billed	Remaining	Current Billed
DETAILED DESIGN	12,960.00	70.00	9,072.00	8,424.00	3,888.00	648.00
TENDER PREPARATION AND ADMINISTRATION	3,080.00	100.00	3,080.00	1,078.00	0.00	2,002.00
CONTRACT MANAGEMENT	8,640.00	0.00	0.00	0.00	8,640.00	0.00
POST CONSTRUCTION ADMINISTRATION	4,320.00	0.00	0.00	0.00	4,320.00	0.00
WARRANTY/FINAL ACCEPTANCE ADMINISTRATION	1,000.00	0.00	0.00	0.00	1,000.00	0.00
Subtotal	30,000.00	40.51	12,152.00	9,502.00	17,848.00	2,650.00
GST						132.50
Total						2,782.50

Engineering

GL Code	AA Code	Subtotal	Holdback	Total
3-675-10-52-04-01	SR Gardens			\$2,782.50

Cherine Campbell DocuSigned by: Trevor Crawford
 2021-05-17 2021-05-17
 EC43082A3D40413...

DocuSigned by:

 8E5AF378CED7406...

Mark Hussey
 2021-05-19

DocuSigned by:

 B6E58FC5A3D54F8...

EXHIBIT 6

**To the Judicial Trustee's Third Report to Court
Dated January 6, 2023**

CANADA

PROVINCE OF ALBERTA

IN THE MATTER OF SECTION 43 AND 46 OF THE *TRUSTEE ACT*, RSA 2000, c. T-8
AND IN THE MATTER OF THE APPOINTMENT OF THE JUDICIAL TRUSTEE IN
REGARD TO WESTPOINT INVESTMENT TRUST, OF THE CITY OF EDMONTON, IN
THE PROVINCE OF ALBERTA

SUPPLEMENTAL AFFIDAVIT

I, Robin Pedlar, of the City of Spruce Grove, in the Province of Alberta MAKE OATH
AND SAY THAT:

1. I am the Supervisor of Land Development for the City of Spruce Grove ("Spruce Grove"). In this capacity I have personal knowledge of the matter to which I hereinafter attest, except where stated to be based upon information and belief and where so stated I verily believe same to be true.
2. This Affidavit is supplemental to my Affidavit sworn October 4, 2022 in support of Spruce Grove's Proof of Claim. Defined terms in this Affidavit have the same meaning as set out in my Affidavit sworn October 4, 2022.
3. Attached hereto as **Exhibit "K"** is a reconciliation of the amounts invoiced to Spruce Grove in respect of remedial work relating to the Project, which would have been completed using the funds drawn from the Letter of Credit had same been honoured.
4. One of the invoices included in **Exhibit "J"**, dated May 25, 2022 and bearing invoice number 6213, relates partially to remedial work in respect of the Project which was to be covered under the Letter of Credit and partially to rehabilitation work outside the scope of the Project which was not covered under the Letter of Credit. For this invoice only that portion of the total which relates to remedial work, being \$148,563.47, less a holdback of \$14,856.34, plus 5% GST has been included in the claim.
5. The holdbacks in respect of the remedial work completed in 2021 were later paid under separate invoices which compiled multiple holdbacks such that the holdbacks set out in Nikiforuk invoices 2021-77 and 2021-131 were paid under Nikiforuk invoice 2022-006 and the holdbacks set out in Landtec invoices 16129 and 16412 were paid under Landtec invoice 16129-HB.
6. Spruce Grove has paid the invoices as and when same became due. Attached hereto as **Exhibit "L"** are copies of Spruce Grove's remittance records showing the payments made in respect of the invoices attached to my previous Affidavit as **Exhibit "J"**.

7. Some of the payments set out in the remittance records covered multiple invoices, only some of which relate to the remedial work under the Project, in these instances I have noted that portion of the remittance record that relates to the invoice for the remedial work. The payments in respect of the invoices were made via electronic fund transfers and I have included in the documents at **Exhibit "L"** excerpts from Spruce Grove's accounting software confirming the deposit of those funds.

8. I make this affidavit in support of Spruce Grove's Proof of Claim against Westpoint Investment Trust.

SWORN before me at the City of Spruce Grove, in the Province of Alberta, this 27th day of October, 2022.



A Commissioner for Oaths in and for
the Province of Alberta

Scott Harwardt
Barrister and Solicitor

}

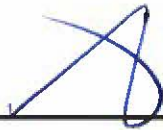


Robin Pedlar

This is Exhibit "K" referred to in the Affidavit of

Robin Pedlar

Sworn before me this 27th day of October, 2022.



**A Commissioner of Oaths in and for the Province of
Alberta**

Scott Harward
Barrister and Solicitor

2021 Spruce Ridge Gardens - Stage 3 Rehabilitation

GL Code **AA Code** **Budget**
 3-675-10-52-04-01 S.R. Gardens \$500,000.00

<u>Contractor/Invoice #</u>	<u>No GST</u>		<u>With GST</u>	<u>Holdback</u>	<u>Date</u>		
SEC 2102-0145	\$2,592.00	1.05	\$2,721.60		01-Mar-21	SEC	\$34,000.00
SEC 2104-0041	\$6,910.00	1.05	\$7,255.50		15-Apr-21	Landtec	\$260,414.82
SEC 2105-0072	\$2,650.00	1.05	\$2,782.50		17-May-21	Nikiforuk	\$116,010.00
SEC 2106-0181	\$2,592.00	1.05	\$2,721.60		08-Jul-21		\$410,424.82
SEC 2107-0018	\$3,024.00	1.05	\$3,175.20		03-Aug-21		
SEC 2108-0143	\$5,184.00	1.05	\$5,443.20		26-Aug-21		
Lanotec PC1 (16129)	\$227,643.14	1.05	\$239,025.30	\$25,293.68	27-Aug-21		
SEC 2112-0087	\$8,888.00	1.05	\$9,332.40		13-Dec-21		
Nikiforuk PC1 (2021-77)	\$82,764.00	1.05	\$86,902.20	\$9,196.00	27-Sep-21	Landtec HB	\$26,041.48
Nikiforuk PC2 (2021-131)	\$21,645.00	1.05	\$22,727.25	\$2,405.00	21-Dec-21	Nikiforuk HB	\$11,601.00
SEC 2201-0084	\$2,160.00	1.05	\$2,268.00		19-Jan-22		
Lanotec PC2 (16412)	\$6,730.20	1.05	\$7,066.71	\$747.80	21-Jan-22		
Lanotec PC3 ROHB (16129-HB)	\$26,041.48	1.05	\$27,343.55		21-Jan-22		
Nikiforuk PC3 ROHB (2022-006)	\$11,601.00	1.05	\$12,181.05		27-Jan-22		
	\$410,424.82		\$430,946.06				

Lanotec PC3 ROHB (16129-HB) is payment of Holdback held from Lanotec PC2 (16412) and Lanotec PC2 (16412)

Nikiforuk PC3 ROHB (2022-006) is payment of Holdback held from Nikiforuk PC1 (2021-77) and Nikiforuk PC2 (2021-131)

2022 Spruce Ridge Gardens - Stage 3 Rehabilitation

Select Eng **\$45,644.00**
 Tender D & H **\$198,794.65**
 \$244,438.65

GL Code **AA Code** **Budget**
 3-615-10-52-04-00 S.R. Gardens **\$300,000.00**

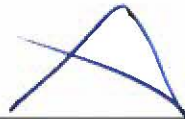
<u>Contractor/Invoice #</u>	<u>No GST</u>		<u>With GST</u>	<u>Holdback</u>	<u>Date</u>	
SEC 2202-0033	\$4,776.00	1.05	\$5,014.80		15-Feb-22	SEC \$22,519.00
SEC 2203-0077	\$7,164.00	1.05	\$7,522.20		10-Mar-22	D & H \$148,563.48
SEC 2205-0187	\$6,762.40	1.05	\$7,100.52		30-May-22	GSC \$89,605.00
D & H PC1 (6213)	\$133,707.13	1.05	\$140,392.49	\$14,856.34	14-Jun-22	\$260,687.48
SEC 2206-0099	\$3,816.60	1.05	\$4,007.43		20-Jun-22	
GS Constuction 22109-01	\$89,605.00	1.05	\$94,085.25		26-Sep-22	
D & H PC2 ROHB	\$14,856.34	1.05	\$15,599.16		Not received	
	\$260,687.48		\$273,721.85			
		2021	\$430,946.06			
	Total 2021 and 2022		\$704,667.91			

D & H PC2 ROHB has not yet been received by the City. It will be payment of Holdback held from D & H PC1 (6213)

This is Exhibit "L" referred to in the Affidavit of

Robin Pedlar

Sworn before me this 27th day of October, 2022.



**A Commissioner of Oaths in and for the Province of
Alberta**

Scott Harwardt
Barrister and Solicitor

Reprint Check Remittance

City of Spruce Grove
 315 Jespersen Avenue
 Spruce Grove AB T7X 3E8

Vendor ID	Vendor Name	Cheque Name	Payment Number	Cheque Date	Cheque Number		
LAN001	LAND TEC LANDSCAPE CONTR	LAND TEC LANDSCAPE CONTRACTO	0000000000172424	2021-09-20	EFT013127		
Payment Type		Cheque Amount					
Cheque		\$239,025.30					
Our Voucher Number	Your Voucher Number	Date	Amount	Amount Paid	Discount	Writeoff	Net
0000000000333879	16129	2021-08-23	\$239,025.30	\$239,025.30	\$0.00	\$0.00	\$239,025.30

Cheque Status ✕

File Edit Tools Help 2022-10-21 >>

Cheque Status	Date Cleared	Amount Cleared
Cleared	2021-09-20	\$239,025.30

Reprint Check Remittance

City of Spruce Grove
 315 Jespersen Avenue
 Spruce Grove AB T7X 3E8

Vendor ID	Vendor Name	Cheque Name	Payment Number	Cheque Date	Cheque Number		
LAN001	LAND TEC LANDSCAPE CONTR	LAND TEC LANDSCAPE CONTRACTO	0000000000175961	2022-01-25	EFT014676		
Payment Type		Cheque Amount					
Cheque		\$34,410.26					
Our Voucher Number	Your Voucher Number	Date	Amount	Amount Paid	Discount	Writeoff	Net
0000000000340950	16412	2021-12-31	\$7,066.71	\$7,066.71	\$0.00	\$0.00	\$7,066.71
0000000000340968	16129-HB	2022-01-05	\$27,343.55	\$27,343.55	\$0.00	\$0.00	\$27,343.55

Cheque Status ✕

File Edit Tools Help 2022-10-21 >>

Cheque Status	Date Cleared	Amount Cleared
Cleared	2022-01-25	\$34,410.26

Reprint Check Remittance

City of Spruce Grove
 315 Jespersen Avenue
 Spruce Grove AB T7X 3E8

Vendor ID	Vendor Name	Cheque Name	Payment Number	Cheque Date	Cheque Number		
NIK001	NIKIFORUK CONSTRUCTION LT	NIKIFORUK CONSTRUCTION LTD.	0000000000173040	2021-10-14	EFT013456		
Payment Type	Cheque Amount						
Cheque	\$86,902.20						
Our Voucher Number	Your Voucher Number	Date	Amount	Amount Paid	Discount	Writeoff	Net
0000000000336161	2021-77	2021-10-01	\$86,902.20	\$86,902.20	\$0.00	\$0.00	\$86,902.20

Cheque Status [Close]

File Edit Tools Help 2022-10-21 >>

Cheque Status	Date Cleared	Amount Cleared
Cleared	2021-10-14	\$86,902.20

Reprint Check Remittance

City of Spruce Grove
 315 Jespersen Avenue
 Spruce Grove AB T7X 3E8

Vendor ID	Vendor Name	Cheque Name	Payment Number	Cheque Date	Cheque Number		
NIK001	NIKIFORUK CONSTRUCTION LT	NIKIFORUK CONSTRUCTION LTD.	0000000000175406	2022-01-07	EFT014445		
Payment Type	Cheque Amount						
Cheque	\$22,727.25						
Our Voucher Number	Your Voucher Number	Date	Amount	Amount Paid	Discount	Writeoff	Net
0000000000339640	2021-131	2021-12-10	\$22,727.25	\$22,727.25	\$0.00	\$0.00	\$22,727.25

Cheque Status [Close]

File Edit Tools Help 2022-10-21 >>

Cheque Status	Date Cleared	Amount Cleared
Cleared	2022-01-07	\$22,727.25

Reprint Check Remittance

City of Spruce Grove
 315 Jespersen Avenue
 Spruce Grove AB T7X 3E8

Vendor ID	Vendor Name	Cheque Name	Payment Number	Cheque Date	Cheque Number		
NIK001	NIKFORUK CONSTRUCTION LT	NIKFORUK CONSTRUCTION LTD.	0000000000176223	2022-02-09	EFT014854		
Payment Type		Cheque Amount					
Cheque		\$12,181.05					
Our Voucher Number	Your Voucher Number	Date	Amount	Amount Paid	Discount	Writeoff	Net
0000000000341156	2022-006	2022-01-25	\$12,181.05	\$12,181.05	\$0.00	\$0.00	\$12,181.05

Cheque Status ✕

File Edit Tools Help 2022-10-21

Cheque Status	Date Cleared	Amount Cleared
Cleared	2022-02-09	\$12,181.05

Reprint Check Remittance

City of Spruce Grove
 315 Jaspersen Avenue
 Spruce Grove AB T7X 3E8

Vendor ID	Vendor Name	Cheque Name	Payment Number	Cheque Date	Cheque Number		
SEL008	SELECT ENGINEERING CONSU	SELECT ENGINEERING CONSULTANT	0000000000166312	2021-03-26	EFT011155		
Payment Type	Cheque Amount						
Cheque	\$2,721.60						
Our Voucher Number	Your Voucher Number	Date	Amount	Amount Paid	Discount	Writeoff	Net
0000000000325949	2102-0145FIX	2021-03-01	\$2,721.60	\$2,721.60	\$0.00	\$0.00	\$2,721.60

11 Cheque Status — X

File Edit Tools Help 2022-10-24 3:30

Cheque Status	Date Cleared	Amount Cleared
Cleared	2021-03-26	\$2,721.60

Reprint Check Remittance

City of Spruce Grove
 315 Jaspersen Avenue
 Spruce Grove AB T7X 3E8

Vendor ID	Vendor Name	Cheque Name	Payment Number	Cheque Date	Cheque Number		
SEL008	SELECT ENGINEERING CONSU	SELECT ENGINEERING CONSULTANT	0000000000167577	2021-04-29	EFT011530		
Payment Type	Cheque Amount						
Cheque	\$70,621.95						
Our Voucher Number	Your Voucher Number	Date	Amount	Amount Paid	Discount	Writeoff	Net
0000000000328298	2104-0038	2021-04-05	\$7,770.00	\$7,770.00	\$0.00	\$0.00	\$7,770.00
0000000000328299	2104-0041	2021-04-05	\$7,255.50	\$7,255.50	\$0.00	\$0.00	\$7,255.50
0000000000328308	2104-0042	2021-04-05	\$7,796.25	\$7,796.25	\$0.00	\$0.00	\$7,796.25
0000000000328327	2104-0036	2021-04-05	\$1,050.00	\$1,050.00	\$0.00	\$0.00	\$1,050.00
0000000000328329	2104-0037	2021-04-05	\$18,375.00	\$18,375.00	\$0.00	\$0.00	\$18,375.00
0000000000328330	2104-0039	2021-04-05	\$24,675.00	\$24,675.00	\$0.00	\$0.00	\$24,675.00
0000000000328331	2104-0040	2021-04-05	\$3,700.20	\$3,700.20	\$0.00	\$0.00	\$3,700.20

11 Cheque Status — X

File Edit Tools Help 2022-10-24 3:30

Cheque Status	Date Cleared	Amount Cleared
Cleared	2021-04-29	\$70,621.95

Reprint Check Remittance

**City of Spruce Grove
315 Jespersen Avenue
Spruce Grove AB T7X 3E8**

Vendor ID	Vendor Name	Cheque Name	Payment Number	Cheque Date	Cheque Number		
SEL008	SELECT ENGINEERING CONSU	SELECT ENGINEERING CONSULTANT	0000000000168961	2021-06-04	EFT011942		
Payment Type		Cheque Amount					
Cheque		\$25,773.30					
Our Voucher Number	Your Voucher Number	Date	Amount	Amount Paid	Discount	Writeoff	Net
0000000000329586	2105-0069	2021-05-13	\$8,085 00	\$8,085 00	\$0 00	\$0 00	\$8,085 00
0000000000329587	2105-0070	2021-05-13	\$2,625 00	\$2,625 00	\$0 00	\$0 00	\$2,625 00
0000000000329588	2105-0071	2021-05-13	\$1,885 80	\$1,885 80	\$0 00	\$0 00	\$1,885 80
0000000000329589	2105-0072	2021-05-13	\$2,782 50	\$2,782 50	\$0 00	\$0 00	\$2,782 50
0000000000329590	2105-0073	2021-05-13	\$10,395 00	\$10,395 00	\$0 00	\$0 00	\$10,395 00

Cheque Status - X

File Edit Tools Help 2022-10-24 >>

Cheque Status	Date Cleared	Amount Cleared
Cleared	2021-06-04	\$25,773.30

Reprint Check Remittance

**City of Spruce Grove
315 Jespersen Avenue
Spruce Grove AB T7X 3E8**

Vendor ID	Vendor Name	Cheque Name	Payment Number	Cheque Date	Cheque Number		
SEL008	SELECT ENGINEERING CONSU	SELECT ENGINEERING CONSULTANT	0000000000170029	2021-07-14	EFT012375		
Payment Type		Cheque Amount					
Cheque		\$77,083.09					
Our Voucher Number	Your Voucher Number	Date	Amount	Amount Paid	Discount	Writeoff	Net
0000000000331276	2106-0009	2021-06-16	\$4,993 24	\$4,993.24	\$0.00	\$0.00	\$4,993 24
0000000000331942	2106-0182	2021-07-01	\$15,592 50	\$15,592.50	\$0.00	\$0.00	\$15,592 50
0000000000331962	2106-0177	2021-07-01	\$26,040 00	\$26,040.00	\$0.00	\$0.00	\$26,040 00
0000000000331963	2106-0178	2021-07-01	\$15,225 00	\$15,225.00	\$0.00	\$0.00	\$15,225 00
0000000000331964	2106-0180	2021-07-01	\$1,218 00	\$1,218.00	\$0.00	\$0.00	\$1,218 00
0000000000331965	2106-0179	2021-07-01	\$11,292 75	\$11,292.75	\$0.00	\$0.00	\$11,292 75
0000000000331966	2106-0181	2021-07-01	\$2,721 60	\$2,721.60	\$0.00	\$0.00	\$2,721 60

Cheque Status - X

File Edit Tools Help 2022-10-24 >>

Cheque Status	Date Cleared	Amount Cleared
Cleared	2021-07-14	\$77,083.09

Reprint Check Remittance

City of Spruce Grove
 315 Jaspersen Avenue
 Spruce Grove AB T7X 3E8

Vendor ID	Vendor Name	Cheque Name	Payment Number	Cheque Date	Cheque Number		
SEL008	SELECT ENGINEERING CONSU	SELECT ENGINEERING CONSULTANT	00000000000171017	2021-08-13	EFT012700		
Payment Type		Cheque Amount					
Cheque		\$51,927.87					
Our Voucher Number	Your Voucher Number	Date	Amount	Amount Paid	Discount	Writeoff	Net
00000000000332545	2107-0015	2021-07-23	\$9,765.00	\$9,765.00	\$0.00	\$0.00	\$9,765.00
00000000000332546	2107-0016	2021-07-23	\$15,225.00	\$15,225.00	\$0.00	\$0.00	\$15,225.00
00000000000332547	2107-0017	2021-07-23	\$11,292.75	\$11,292.75	\$0.00	\$0.00	\$11,292.75
00000000000332548	2107-0018	2021-07-23	\$3,175.20	\$3,175.20	\$0.00	\$0.00	\$3,175.20
00000000000332549	2107-0019	2021-07-23	\$10,395.00	\$10,395.00	\$0.00	\$0.00	\$10,395.00
00000000000333246	2107-0078	2021-08-01	\$2,074.92	\$2,074.92	\$0.00	\$0.00	\$2,074.92

Cheque Status — X

File Edit Tools Help 2022-10-24 >>

Cheque Status	Date Cleared	Amount Cleared
Cleared	2021-08-13	\$51,927.87

Reprint Check Remittance

City of Spruce Grove
 315 Jaspersen Avenue
 Spruce Grove AB T7X 3E8

Vendor ID	Vendor Name	Cheque Name	Payment Number	Cheque Date	Cheque Number		
SEL008	SELECT ENGINEERING CONSU	SELECT ENGINEERING CONSULTANT	00000000000172178	2021-09-16	EFT013086		
Payment Type		Cheque Amount					
Cheque		\$55,255.20					
Our Voucher Number	Your Voucher Number	Date	Amount	Amount Paid	Discount	Writeoff	Net
00000000000333888	2108-0141	2021-08-24	\$15,225.00	\$15,225.00	\$0.00	\$0.00	\$15,225.00
00000000000333889	2108-0143	2021-08-24	\$5,443.20	\$5,443.20	\$0.00	\$0.00	\$5,443.20
00000000000333901	2108-0142	2021-08-24	\$15,057.00	\$15,057.00	\$0.00	\$0.00	\$15,057.00
00000000000334649	2108-0140	2021-08-24	\$19,530.00	\$19,530.00	\$0.00	\$0.00	\$19,530.00

Cheque Status — X

File Edit Tools Help 2022-10-24 >>

Cheque Status	Date Cleared	Amount Cleared
Cleared	2021-09-16	\$55,255.20

Reprint Check Remittance

City of Spruce Grove
 315 Jespersen Avenue
 Spruce Grove AB T7X 3E8

Vendor ID	Vendor Name	Cheque Name	Payment Number	Cheque Date	Cheque Number		
SEL008	SELECT ENGINEERING CONSU	SELECT ENGINEERING CONSULTANT	0000000000175387	2022-01-07	EFT014426		
Payment Type		Cheque Amount					
Cheque		\$94,344.35					
Our Voucher Number	Your Voucher Number	Date	Amount	Amount Paid	Discount	Writeoff	Net
0000000000339520	2111-0056	2021-12-02	\$2,855.22	\$2,855.22	\$0.00	\$0.00	\$2,855.22
0000000000339376	2112-0086	2021-12-08	\$10,899.00	\$10,899.00	\$0.00	\$0.00	\$10,899.00
0000000000339377	2112-0082	2021-12-08	\$10,737.30	\$10,737.30	\$0.00	\$0.00	\$10,737.30
0000000000339379	2112-0083	2021-12-08	\$3,410.93	\$3,410.93	\$0.00	\$0.00	\$3,410.93
0000000000339381	2112-0084	2021-12-08	\$22,890.00	\$22,890.00	\$0.00	\$0.00	\$22,890.00
0000000000339388	2112-0085	2021-12-08	\$34,219.50	\$34,219.50	\$0.00	\$0.00	\$34,219.50
0000000000339389	2112-0087	2021-12-08	\$9,332.40	\$9,332.40	\$0.00	\$0.00	\$9,332.40

Cheque Status			
File	Edit	Tools	Help
			2022-10-24
Cheque Status	Date Cleared	Amount Cleared	
Cleared	2022-01-07	\$94,344.35	

Reprint Check Remittance

City of Spruce Grove
 315 Jespersen Avenue
 Spruce Grove AB T7X 3E8

Vendor ID	Vendor Name	Cheque Name	Payment Number	Cheque Date	Cheque Number		
SEL008	SELECT ENGINEERING CONSU	SELECT ENGINEERING CONSULTANT	0000000000175982	2022-01-25	EFT014896		
Payment Type		Cheque Amount					
Cheque		\$17,830.58					
Our Voucher Number	Your Voucher Number	Date	Amount	Amount Paid	Discount	Writeoff	Net
0000000000340911	2201-0084	2021-12-31	\$2,268.00	\$2,268.00	\$0.00	\$0.00	\$2,268.00
0000000000340913	2201-0083	2021-12-31	\$7,686.00	\$7,686.00	\$0.00	\$0.00	\$7,686.00
0000000000340914	2201-0082	2021-12-31	\$2,887.50	\$2,887.50	\$0.00	\$0.00	\$2,887.50
0000000000340948	2201-0080	2021-12-31	\$2,364.08	\$2,364.08	\$0.00	\$0.00	\$2,364.08
0000000000340949	2201-0081	2021-12-31	\$2,625.00	\$2,625.00	\$0.00	\$0.00	\$2,625.00

Cheque Status			
File	Edit	Tools	Help
			2022-10-24
Cheque Status	Date Cleared	Amount Cleared	
Cleared	2022-01-25	\$17,830.58	

Reprint Check Remittance

City of Spruce Grove
 315 Jespersen Avenue
 Spruce Grove AB T7X 3E8

Vendor ID	Vendor Name	Cheque Name	Payment Number	Cheque Date	Cheque Number		
DHC003	D & H CONCRETE SERVICES LT	D & H CONCRETE SERVICES LTD	00000000000179507	2022-06-22	EFT016393		
Payment Type	Cheque Amount						
Cheque	\$364,329.11						
Our Voucher Number	Your Voucher Number	Date	Amount	Amount Paid	Discount	Writeoff	Net
0000000000348669	6213	2022-06-01	\$364,329.11	\$364,329.11	\$0.00	\$0.00	\$364,329.11

DS_PM Transactions Inquiry - SPGR (tanderson)

OK Options File Tools Help

Actions Options File Help

Voucher Number: 0000000000348669 Vendor ID: DHC003

Account	Purchase Amount	Tax Schedule	Original Tax Amount	Rebatable Tax Amt	Post Amount
Account Description	Entry Type	Project	Phase	Cost Type	Project Post Amount
Distribution Reference	Vendor Type	Employee ID			
3-615-10-52-04-00	\$148,563.47	GST	\$7,428.17	\$141,135.30	\$148,563.47
3-615-10-52-04-00	\$236,969.97	GST	\$11,848.51	\$11,848.51	\$236,969.97
4-282-10-52-04-00	-\$14,856.34	GST	-\$742.82	-\$742.82	-\$14,856.34
4-282-10-52-04-00	-\$23,697.00	GST	-\$1,184.85	-\$1,184.85	-\$23,697.00
Totals				17349.01	\$346,980.10

Above shows the breakdown of the invoice we received from D & H Concrete. You can see the \$148,563.47 and the negative \$14,856.34 going to our Holdback account.

Reprint Check Remittance

**City of Spruce Grove
315 Jespersen Avenue
Spruce Grove AB T7X 3E8**

Vendor ID	Vendor Name	Cheque Name	Payment Number	Cheque Date	Cheque Number		
GSC001	GS CONSTRUCTION	GS HOLDINGS COMPANY LTD	0000000000182724	2022-10-04	EFT017639		
Payment Type	Cheque Amount						
Cheque	\$94,085.25						
Our Voucher Number	Your Voucher Number	Date	Amount	Amount Paid	Discount	Writeoff	Net
0000000000355065	22109*01	2022-09-15	\$94,085.25	\$94,085.25	\$0.00	\$0.00	\$94,085.25

Cheque Status [Close]

File Edit Tools Help 2022-10-24 >>

Cheque Status	Date Cleared	Amount Cleared
Cleared	2022-10-04	\$94,085.25

Reprint Check Remittance

City of Spruce Grove
 315 Jespersen Avenue
 Spruce Grove AB T7X 3E8

Vendor ID	Vendor Name	Cheque Name	Payment Number	Cheque Date	Cheque Number		
SEL008	SELECT ENGINEERING CONSU	SELECT ENGINEERING CONSULTANT	00000000000176609	2022-02-24	EFT015030		
Payment Type		Cheque Amount					
Cheque		\$24,246.96					
Our Voucher Number	Your Voucher Number	Date	Amount	Amount Paid	Discount	Writeoff	Net
00000000000341937	2202-0030	2022-02-05	\$968.32	\$968.32	\$0.00	\$0.00	\$968.32
00000000000341975	2202-0024	2022-02-05	\$1,373.28	\$1,373.28	\$0.00	\$0.00	\$1,373.28
00000000000342077	2202-0032	2022-02-10	\$10,687.16	\$10,687.16	\$0.00	\$0.00	\$10,687.16
00000000000342078	2202-0033	2022-02-10	\$5,014.80	\$5,014.80	\$0.00	\$0.00	\$5,014.80
00000000000342079	2022-0034	2022-02-10	\$6,203.40	\$6,203.40	\$0.00	\$0.00	\$6,203.40

Cheque Status — X

File Edit Tools Help 2022-10-24

Cheque Status	Date Cleared	Amount Cleared
Cleared	2022-02-24	\$24,246.96

Reprint Check Remittance

City of Spruce Grove
 315 Jespersen Avenue
 Spruce Grove AB T7X 3E8

Vendor ID	Vendor Name	Cheque Name	Payment Number	Cheque Date	Cheque Number		
SEL008	SELECT ENGINEERING CONSU	SELECT ENGINEERING CONSULTANT	00000000000177527	2022-03-31	EFT015419		
Payment Type		Cheque Amount					
Cheque		\$38,037.04					
Our Voucher Number	Your Voucher Number	Date	Amount	Amount Paid	Discount	Writeoff	Net
00000000000343262	2203-0075	2022-03-05	\$12,225.15	\$12,225.15	\$0.00	\$0.00	\$12,225.15
00000000000343263	2203-0076	2022-03-05	\$6,193.69	\$6,193.69	\$0.00	\$0.00	\$6,193.69
00000000000343264	2203-0077	2022-03-05	\$7,522.20	\$7,522.20	\$0.00	\$0.00	\$7,522.20
00000000000343265	2203-0078	2022-03-05	\$12,096.00	\$12,096.00	\$0.00	\$0.00	\$12,096.00

Cheque Status — X

File Edit Tools Help 2022-10-24

Cheque Status	Date Cleared	Amount Cleared
Cleared	2022-03-31	\$38,037.04

Reprint Check Remittance

City of Spruce Grove
 315 Jespersen Avenue
 Spruce Grove AB T7X 3E8

Vendor ID	Vendor Name	Cheque Name	Payment Number	Cheque Date	Cheque Number		
SEL008	SELECT ENGINEERING CONSU	SELECT ENGINEERING CONSULTANT	00000000000179262	2022-06-16	EFT016297		
Payment Type		Cheque Amount					
Cheque		\$48,576.20					
Our Voucher Number	Your Voucher Number	Date	Amount	Amount Paid	Discount	Writeoff	Net
00000000000348707	2205-0185	2022-05-26	\$9,450.00	\$9,450.00	\$0.00	\$0.00	\$9,450.00
00000000000348708	2205-0187	2022-05-26	\$7,100.52	\$7,100.52	\$0.00	\$0.00	\$7,100.52
00000000000346709	2205-0189	2022-05-26	\$2,826.60	\$2,826.60	\$0.00	\$0.00	\$2,826.60
00000000000346742	2205-0188	2022-05-26	\$17,535.42	\$17,535.42	\$0.00	\$0.00	\$17,535.42
00000000000347690	2205-0186	2022-06-01	\$11,663.66	\$11,663.66	\$0.00	\$0.00	\$11,663.66

Cheque Status [X]

File Edit Tools Help 2022-10-24 >>

Cheque Status	Date Cleared	Amount Cleared
Cleared	2022-06-16	\$48,576.20

Reprint Check Remittance

City of Spruce Grove
 315 Jespersen Avenue
 Spruce Grove AB T7X 3E8

Vendor ID	Vendor Name	Cheque Name	Payment Number	Cheque Date	Cheque Number		
SEL008	SELECT ENGINEERING CONSU	SELECT ENGINEERING CONSULTANT	00000000000182474	2022-09-29	EFT017586		
Payment Type		Cheque Amount					
Cheque		\$4,007.43					
Our Voucher Number	Your Voucher Number	Date	Amount	Amount Paid	Discount	Writeoff	Net
00000000000354828	2206-0099	2022-09-01	\$4,007.43	\$4,007.43	\$0.00	\$0.00	\$4,007.43

Cheque Status [X]

File Edit Tools Help 2022-10-24 >>

Cheque Status	Date Cleared	Amount Cleared
Cleared	2022-10-03	\$4,007.43

EXHIBIT 7

**To the Judicial Trustee's Third Report to Court
Dated January 6, 2023**

NOTICE OF DISALLOWANCE OF CLAIM

**Scott E.B. Harwardt
Kennedy Agrios Oshry Law
1325 Manulife Place
10180 101 Street
Edmonton, Alberta T5J 3S4**

TAKE NOTICE THAT BDO Canada Limited in its capacity of Judicial Trustee of Westpoint Investment Trust, pursuant to the Claims Procedure Order issued by ACJ K. Nielsen, Justice of the Court of King's Bench Alberta has reviewed your claim, including the following documents:

- 1. Proof of Claim, dated October 4, 2022 and attached Affidavit of Robin Pedlar sworn October 4, 2022;**
- 2. Supplemental Affidavit of Robin Pedlar, sworn October 27, 2022;**
- 3. Affidavit of Munir Virani, sworn February 25, 2019;**
- 4. Corporate searches of all entities related to the matters at issue.**

And the claim has been disallowed in its entirety, for the following reasons:

- 1. The claim against Westpoint Investment Trust ("WIT") is statute barred due to the two (2) year limitation period being exceeded. Based on the information provided in your claim you knew or ought to have known in August 2018 that the claim needed to be pursued against parties other than Westpoint Capital Corporation ("WCC"). WIT was added to the action in December 2020.**
- 2. The claim of the City of Spruce Grove is based upon a Letter of Credit issued on August 8, 2014 on behalf of Westpoint Capital Performance Mortgage Investment Corporation ("PMIC"). As a result of a series of transactions set out in the the Arrangement Agreement made effective the 4 day of June, 2015 among Westpoint Capital Performance Mortgage Investment Corporation, Westpoint Capital Performance GP Ltd., Westpoint Capital Performance Limited Partnership, Westpoint Capital High Yield Mortgage Investment Corporation, Westpoint Capital High Yield GP Ltd., Westpoint Capital High Yield Limited Partnership, Westpoint Investment Trust and Westpoint Capital Corporation, PMIC transferred all assets and liabilities to Westpoint Capital High Yield Mortgage Investment Corporation ("HMIC") and was wound up into HMIC, which subsequently amalgamated with Westpoint Capital Mortgage Corporation ("WCMC"). The liability represented by the Letter of Credit was not assumed by WIT.**

The reference to section 2.1 of the Arrangement Agreement by the City of Spruce Grove as the basis for the claim is insufficient to support the claim because, by its own terms, section 2.1 "...is only intended to be a general statement of the purpose of the Arrangement and is qualified in its entirety by the specific provisions of the Arrangement", and the specific provisions do not result in the assumption by WIT of the PMIC liability.

AND FURTHER TAKE NOTICE THAT if you are dissatisfied with this decision in disallowing your claim in whole or in part, to challenge the disallowance, you must notify the Judicial Trustee of your objection in writing by registered mail, courier service or email within fifteen days after receipt of this Notice of Disallowance.

DATED at Edmonton, Alberta, this the 3rd day of November 2022.

**BDO Canada Limited in its capacity as
Judicial Trustee of Westpoint Investment Trust**


Per:  _____
David Lewis

EXHIBIT 8

**To the Judicial Trustee's Third Report to Court
Dated January 6, 2023**

TO: **BDO Canada Limited**
In its capacity as Judicial Trustee of
Westpoint Investment Trust ("Trustee")
900 10130-103 St. NW
Edmonton, AB T5J 3N9
Attention: David Lewis
E-mail: dlewis@bdo.ca

And To **Miller Thomson LLP**
10155, 102 St. Edmonton,
AB T5J 4G8
Attention: Terrence M. Warner
E-mail: twarner@millერთhompson.com

Re: Notice of Objection of the City of Spruce Grove to the Notice of Disallowance of the Trustee.

TAKE NOTICE THAT the City of Spruce Grove ("Spruce Grove") objects to the Notice of Disallowance of Claim, issued on November 3, 2022 by the Trustee, disallowing Spruce Grove's Claim in its entirety.

Spruce Grove's reasons for objection to the disallowance of its claims are as follows:

1. Although the Trustee states that the claim against Westpoint Investment Trust (the "Trust") is statute-barred due to the expiration of a two year limitation period, that period does not apply given that the claim against the Trust was added to an existing proceeding and, as such, the limitations period is governed by Section 6 of the *Limitations Act* (the "Act"). Pursuant to Section 6(1) of the Act, "notwithstanding the expiration of the relevant limitation period, when a claim is added to a proceeding previously commenced, either through a new pleading or an amendment to pleadings, the defendant is not entitled to immunity from liability in respect of the added claim if the requirements of subsection (2), (3) or (4) are satisfied". Subsection (4) sets out the following requirements:
 - (4) When the added claim adds or substitutes a defendant, or changes the capacity in which the defendant is sued,

- (a) the added claim must be related to the conduct, transaction or events described in the original pleading in the proceeding, and
- (b) the defendant must have received, within the limitation period applicable to the added claim plus the time provided by law for the service of process, sufficient knowledge of the added claim that the defendant will not be prejudiced in maintaining a defence to it on the merits.

Under Rule 3.26(1) of the Alberta Rules of Court, “a statement of claim must be served on the defendant within one year after the date that the statement of claim is filed unless the Court on application filed before the one-year time expires, grants an extension of time for service”.

As noted in the Notice of Disallowance, the claim was discovered on August 27, 2018, with the result that the claim against the Trust would not be limitation barred provided it was added to the existing claim before November 10, 2021, taking into account the 75-day pause in limitations periods instituted by Ministerial Order 27/2020 issued by the Minister of Justice on March 30, 2020. As noted in the Notice of Disallowance, the order adding the Trust as a defendant to the Action was granted in December 2020, well before the time which the claim would become statute-barred.

Further, the Trustee’s invocation of the Act runs expressly counter to its representation on November 20, 2020, wherein counsel requested an adjournment of the application to amend the pleadings and indicated that the limitations period would not be raised as an issue opposing the addition of the Trust and Westpoint Capital Management Corporation (“WCMC”) if that period was imminent.

2. The proper time for raising any objection to Spruce Grove’s claim on the basis of the limitations period was at the time of the application to add the Trust as a defendant to the Statement of Claim. Having failed to do so, the Trustee should not now be raising objections to Spruce Grove’s claim on the basis of the Act.
3. The Trustee’s rejection of the claim is inconsistent with the written representations of its counsel made in April 2022. At that time, the Trustee brought an application in its role as receiver of Westpoint Capital Corporation and related entities, including WCMC. Part of the relief requested included a declaration that any claimants who had not submitted proofs of claim in accordance with the claims process order dated November 13, 2019 would have their claims be extinguished. In response to the application, counsel for Spruce Grove contacted counsel for the Trustee to inquire as to the claims process order, as that order had never been served on Spruce Grove and the Trustee’s counsel had not advised Spruce Grove of its existence, despite correspondence flowing back and forth between counsel regarding the status of the claims process. In response, the Trustee’s counsel confirmed that the Order being sought would not impact Spruce Grove and that Spruce Grove’s claims were intended to be addressed through the claims process that would be set up for the Trust.

The representations of the Trustee's Counsel that Spruce Grove's claim would be addressed as a part of the Trust claims process were relied upon by Spruce Grove in determining how to proceed and, as a result, Spruce Grove did not attempt to challenge the order being sought in the receivership proceedings. Given this reliance the Trustee cannot now resile from its previous position by stating that Spruce Grove's claim should have been addressed in the receivership proceedings, rather than the trust proceedings.

4. Finally, the Trustee's position would render the words used in paragraph 2.1 of the Plan of Arrangement meaningless.

The Plan of Arrangement provides that the Trust would "directly or indirectly" assume all of Westpoint Capital Performance Mortgage Investment Corporation ("PMIC") obligations, which included the Letter of Credit issued to Spruce Grove. The Letter of Credit was not explicitly dealt with in the Plan of Arrangement and, in 2018, WCC advised that the Letter of Credit would not be honoured as the entity that had granted it was dissolved as a result of the Plan of Arrangement.

Though the Trustee frames its position as being that the specific provisions of the Plan of Arrangement override the general provisions, the Letter of Credit was not specifically addressed in the Plan of Arrangement. Instead, the various Westpoint entities involved in the Plan of Arrangement appear to have treated it as simply wiping the Letter of Credit off the books. As such, there are no specific provisions of the Plan of Arrangement dealing with the Letter of Credit that would allegedly be overwritten by the general provision requiring that the Trust assume all PMIC's liabilities.

The Trustee's finding that the Letter of Credit was not assumed by the Trust is entirely inconsistent with the words used in paragraph 2.1, which required the Trust to assume all of PMIC's liabilities. The Trustee's interpretation of this provision requires the insertion of the additional words "unless otherwise dealt with in the arrangement" to achieve the meaning sought by the Trustee; such a reading would, in effect, render section 2.1 meaningless as the Trustee has now taken the position that PMIC's liabilities were assigned by the Plan of Arrangement to various Westpoint entities and were not assumed by the Trust. As such, despite the plain language of the Plan of Arrangement that all of PMIC's liabilities would be assumed by the Trust, under the Trustee's interpretation, the Trust would be left with no liabilities of PMIC. Given this, the interpretation being given to the Plan of Arrangement by the Trustee is entirely inconsistent with the words used in said Plan and cannot stand.

Further take notice that Spruce Grove intends to file an Application returnable within 15 days, pursuant to the Claims Process Order granted on September 2, 2022, or such longer period as may be allowed pursuant to the Notices to Profession of the Court of King's Bench of Alberta.

Dated at Edmonton, Alberta this 18th day of November 2022.

Kennedy Agrios Oshry Law

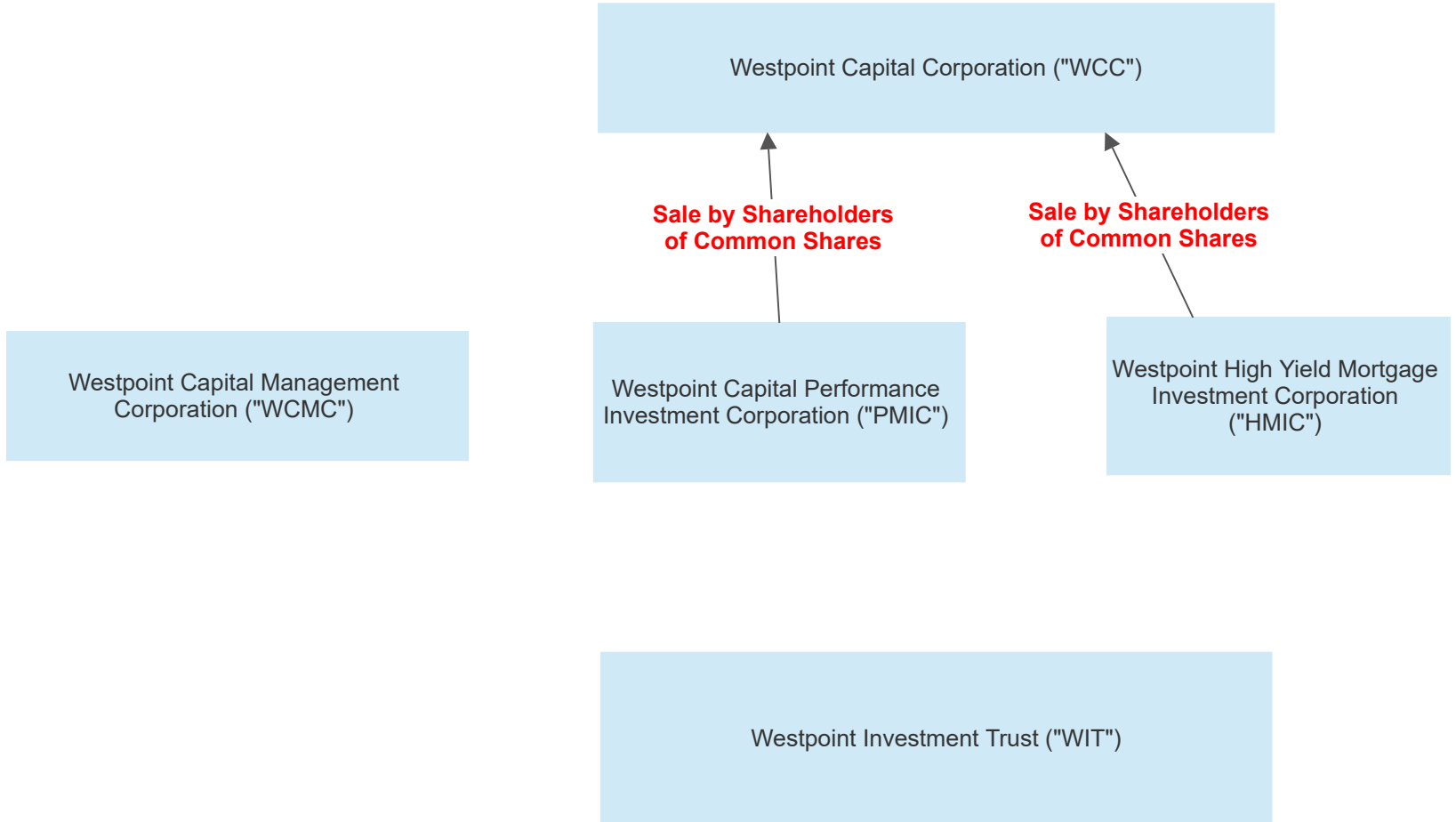
Per:  _____
Scott E. B. Harwardt,

Counsel for City of Spruce Grove

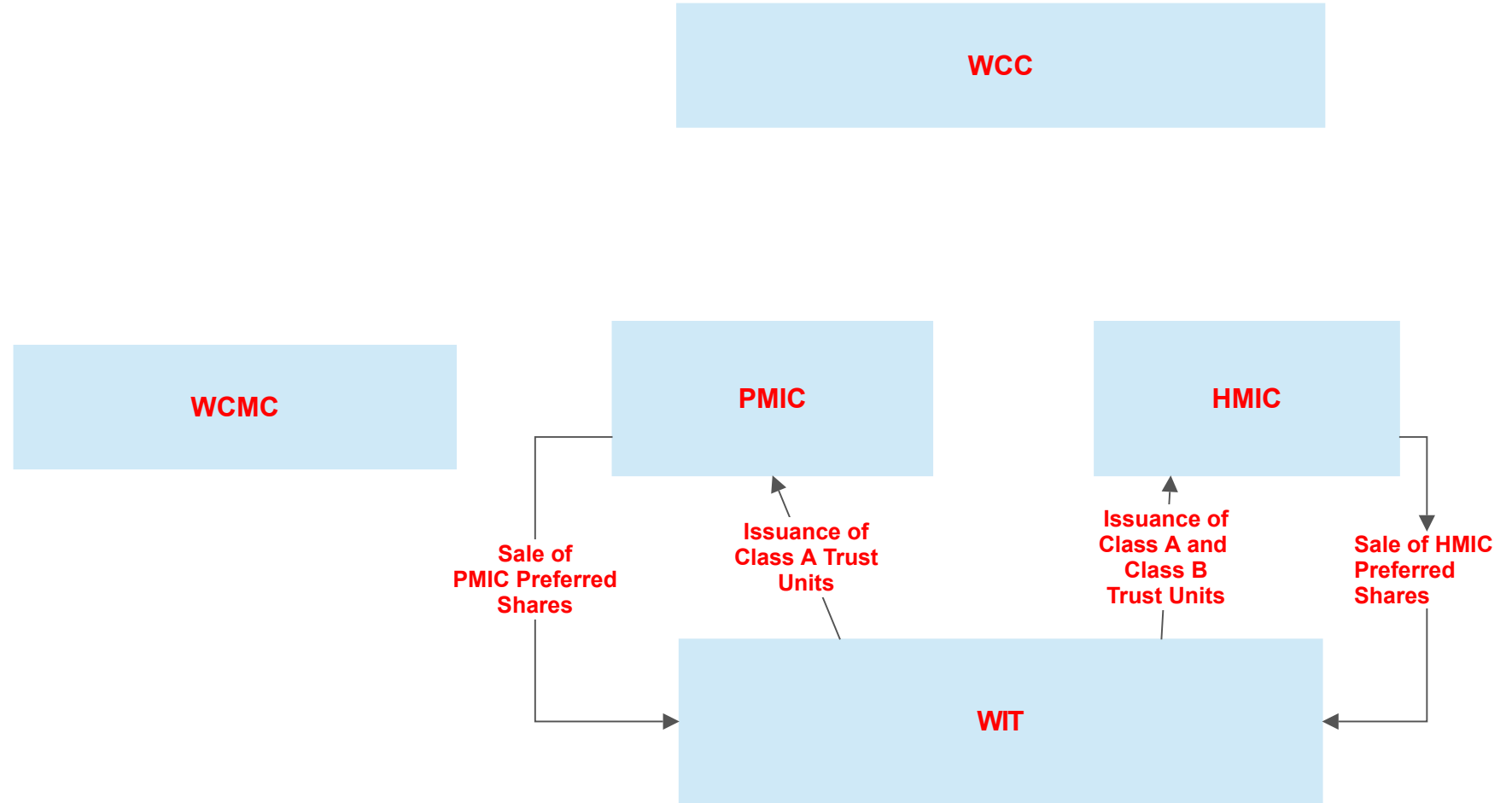
EXHIBIT 9

**To the Judicial Trustee's Third Report to Court
Dated January 6, 2023**

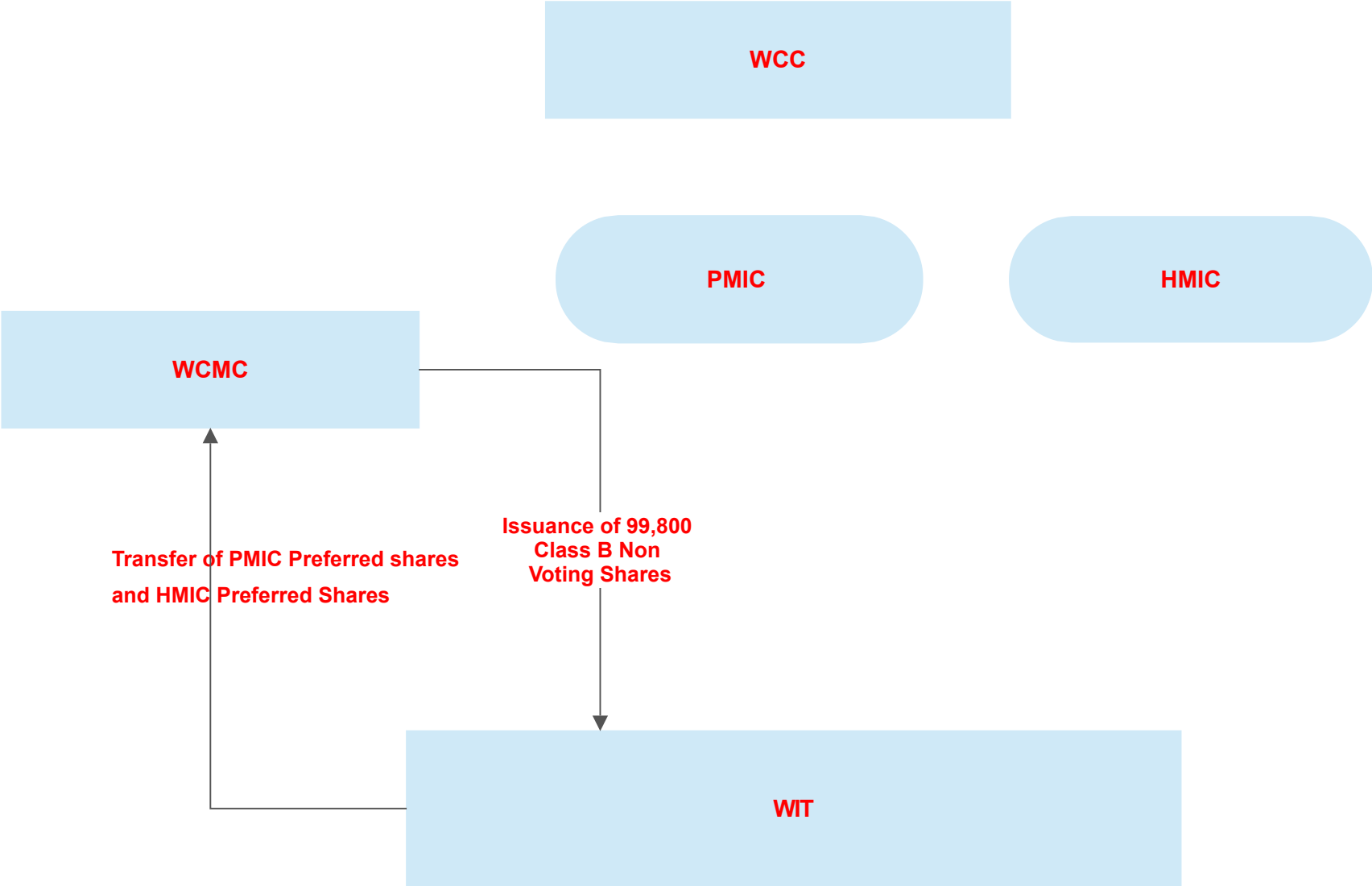
Arrangement Agreement Article 3.1(b)



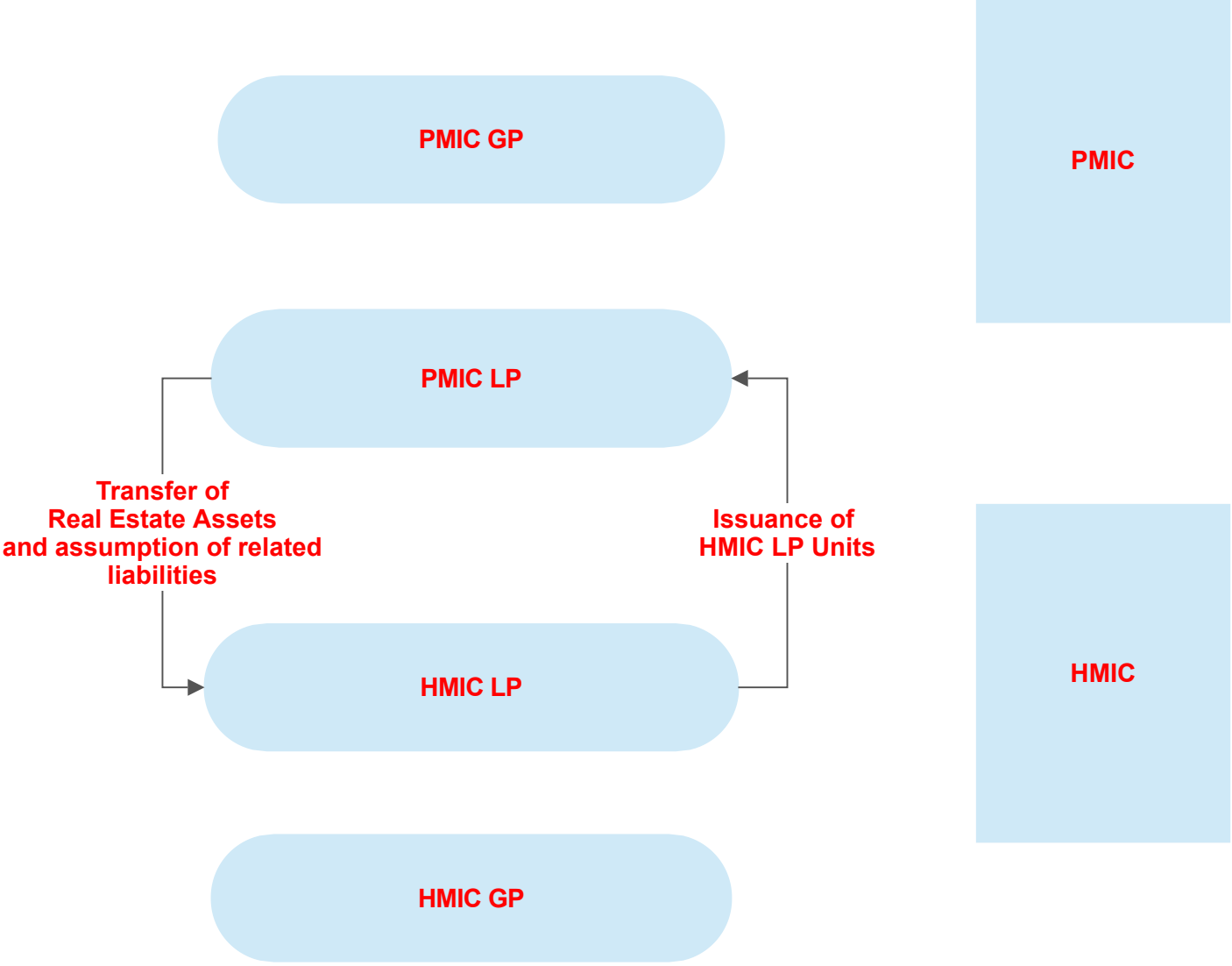
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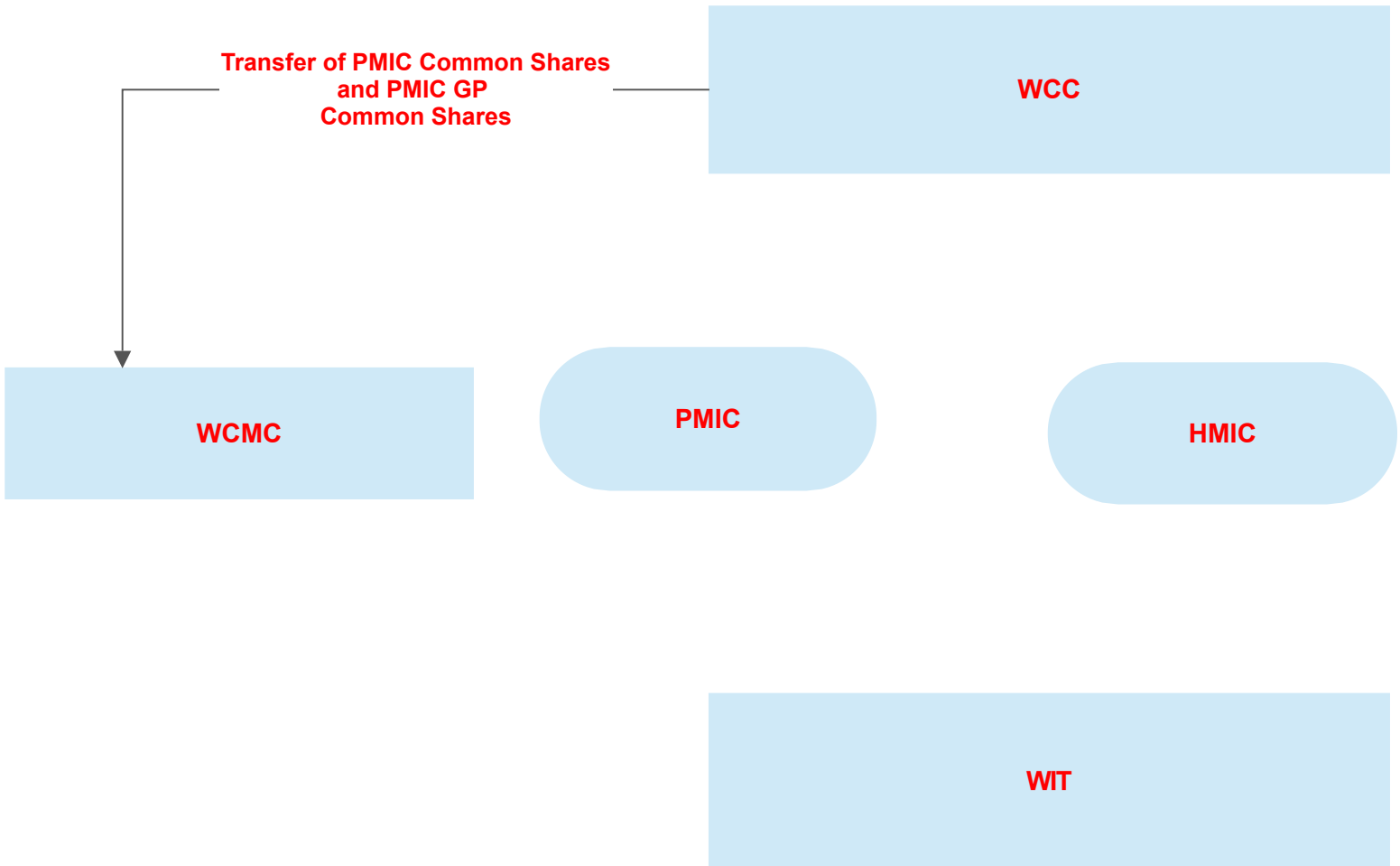
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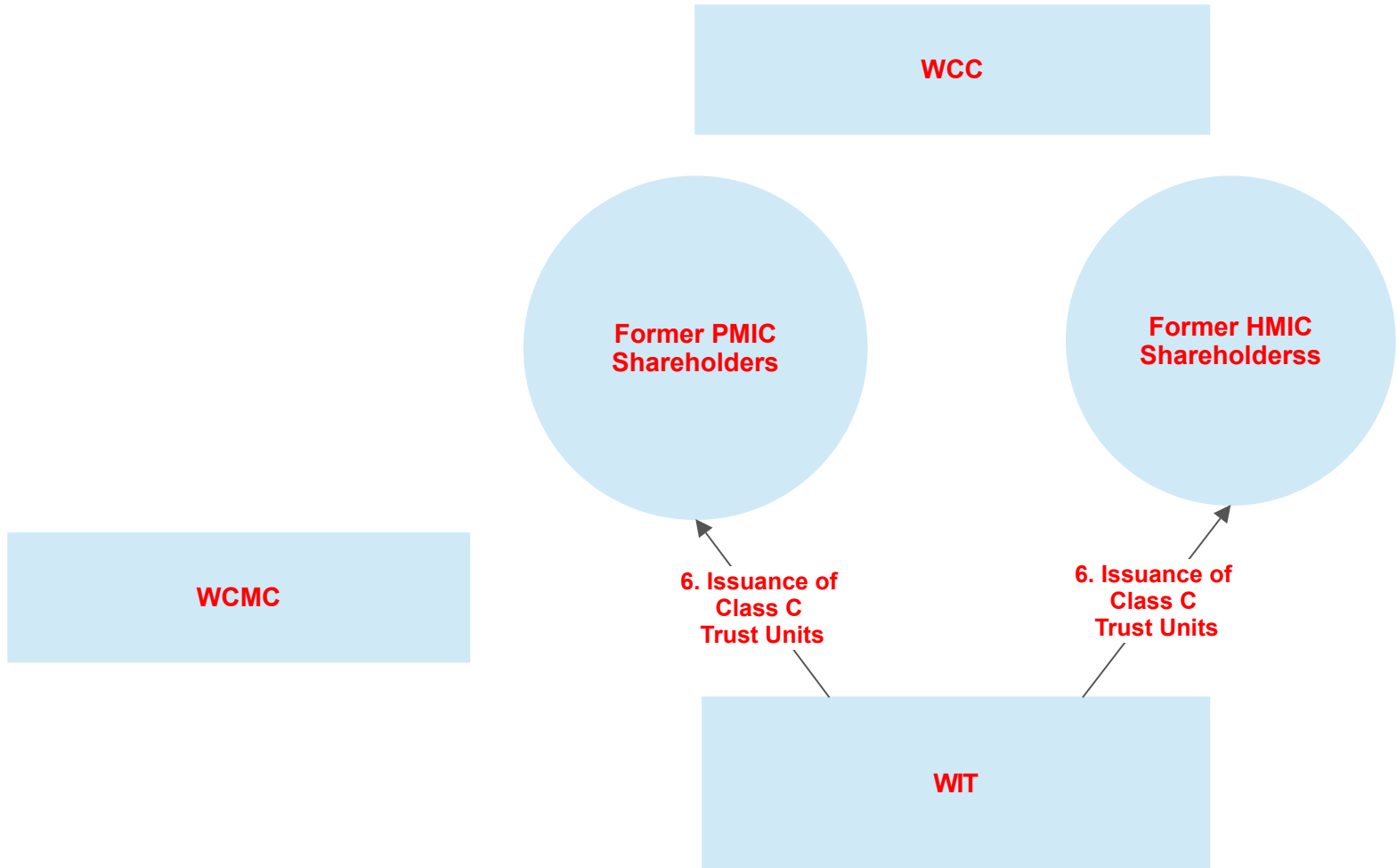
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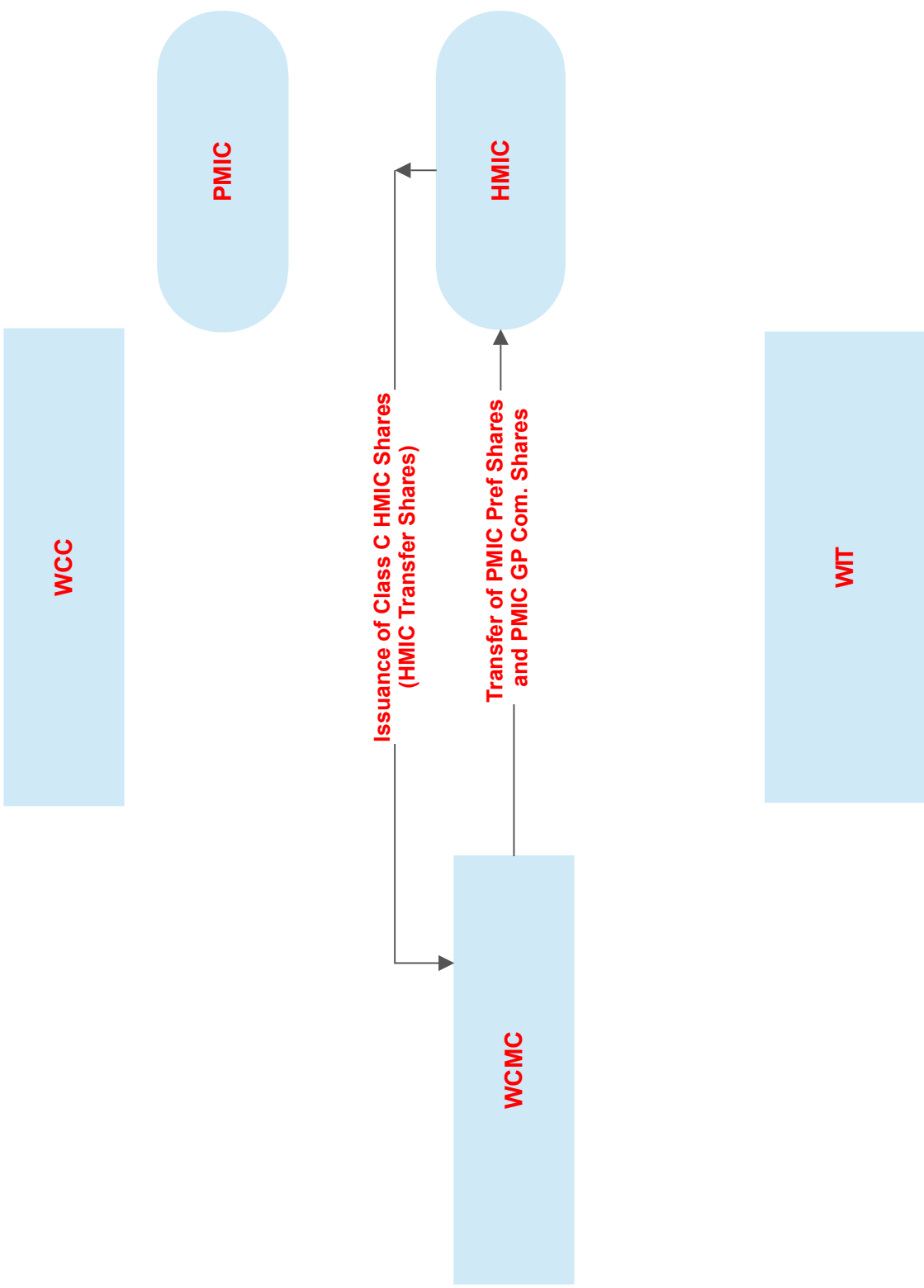
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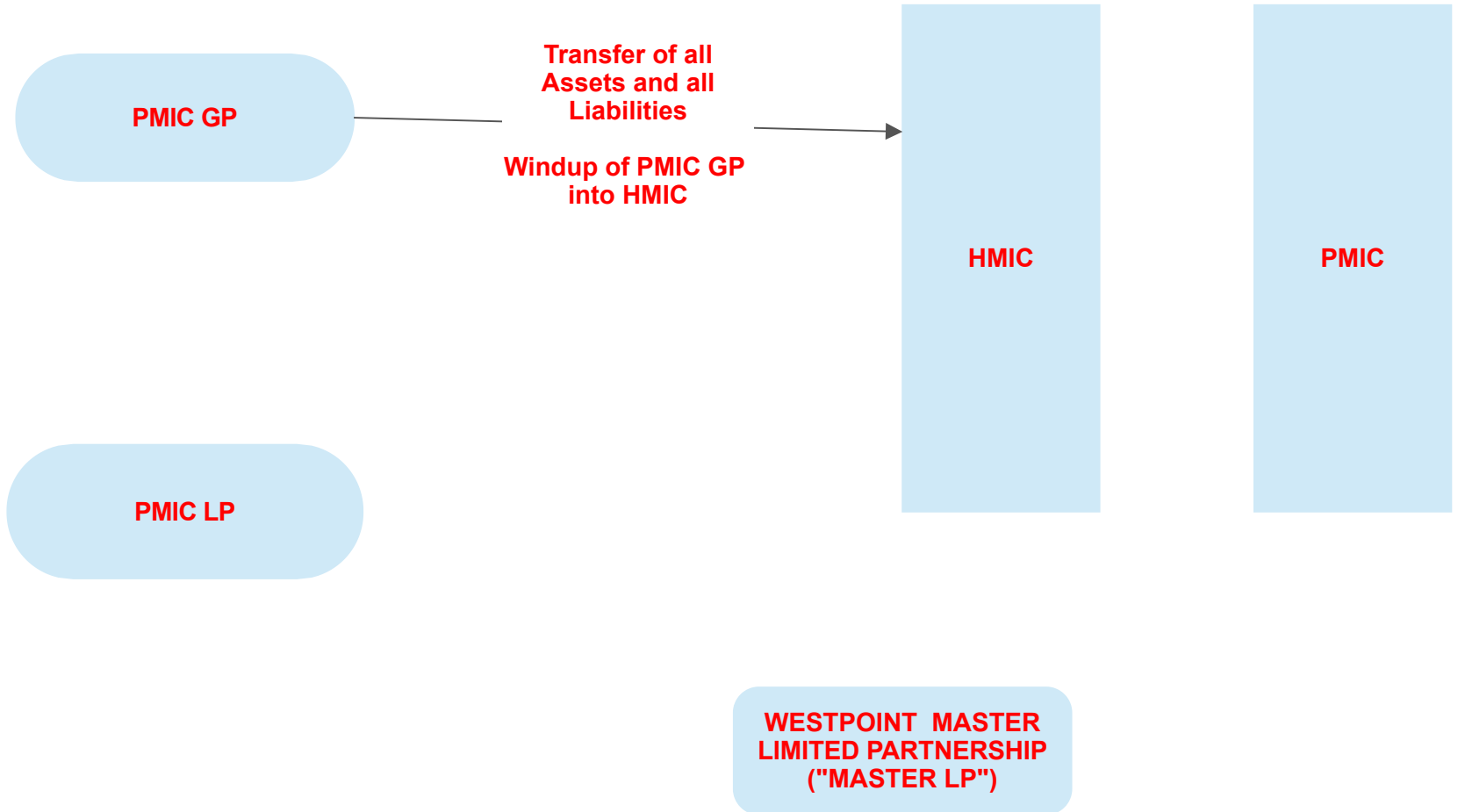
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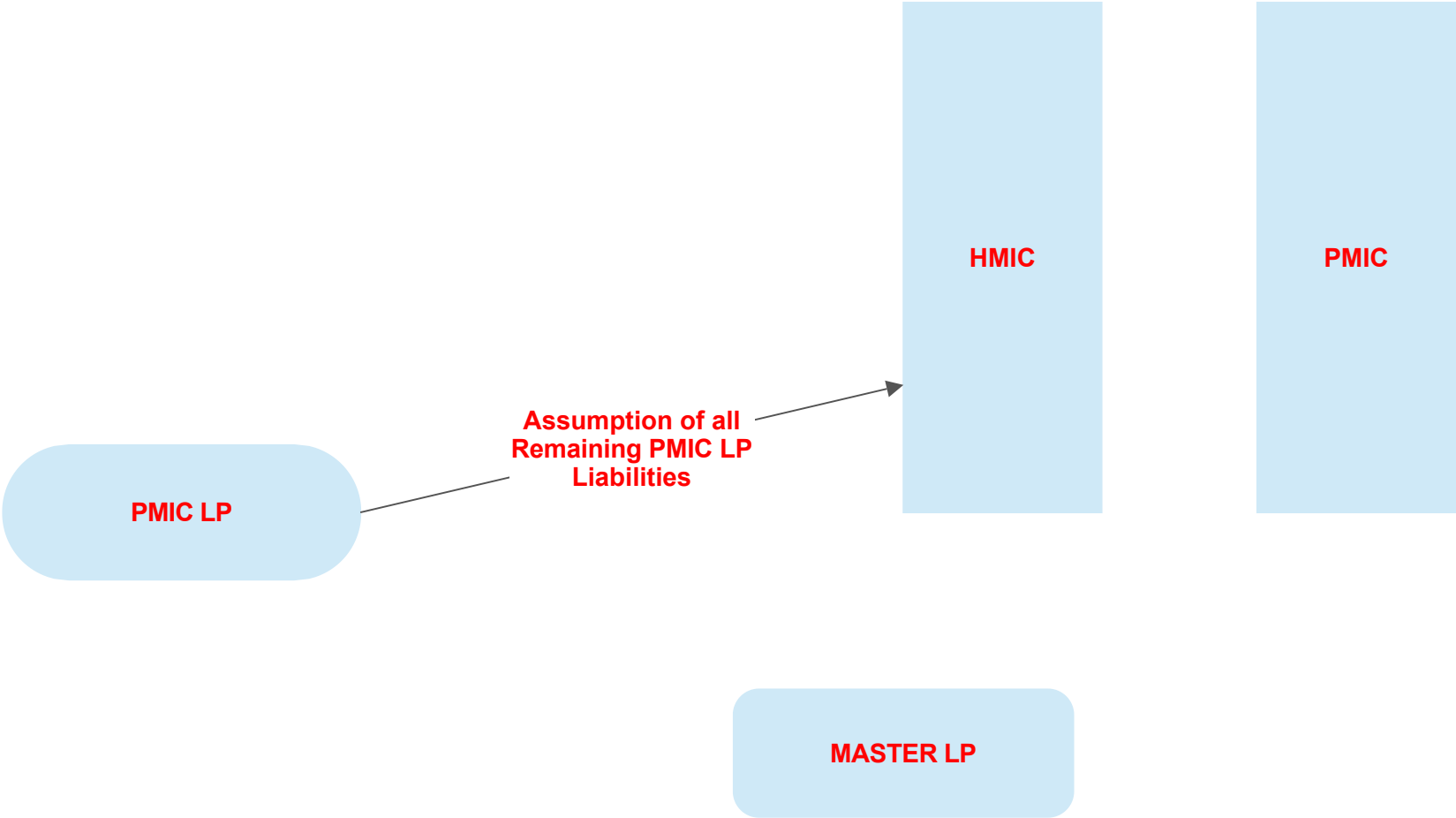
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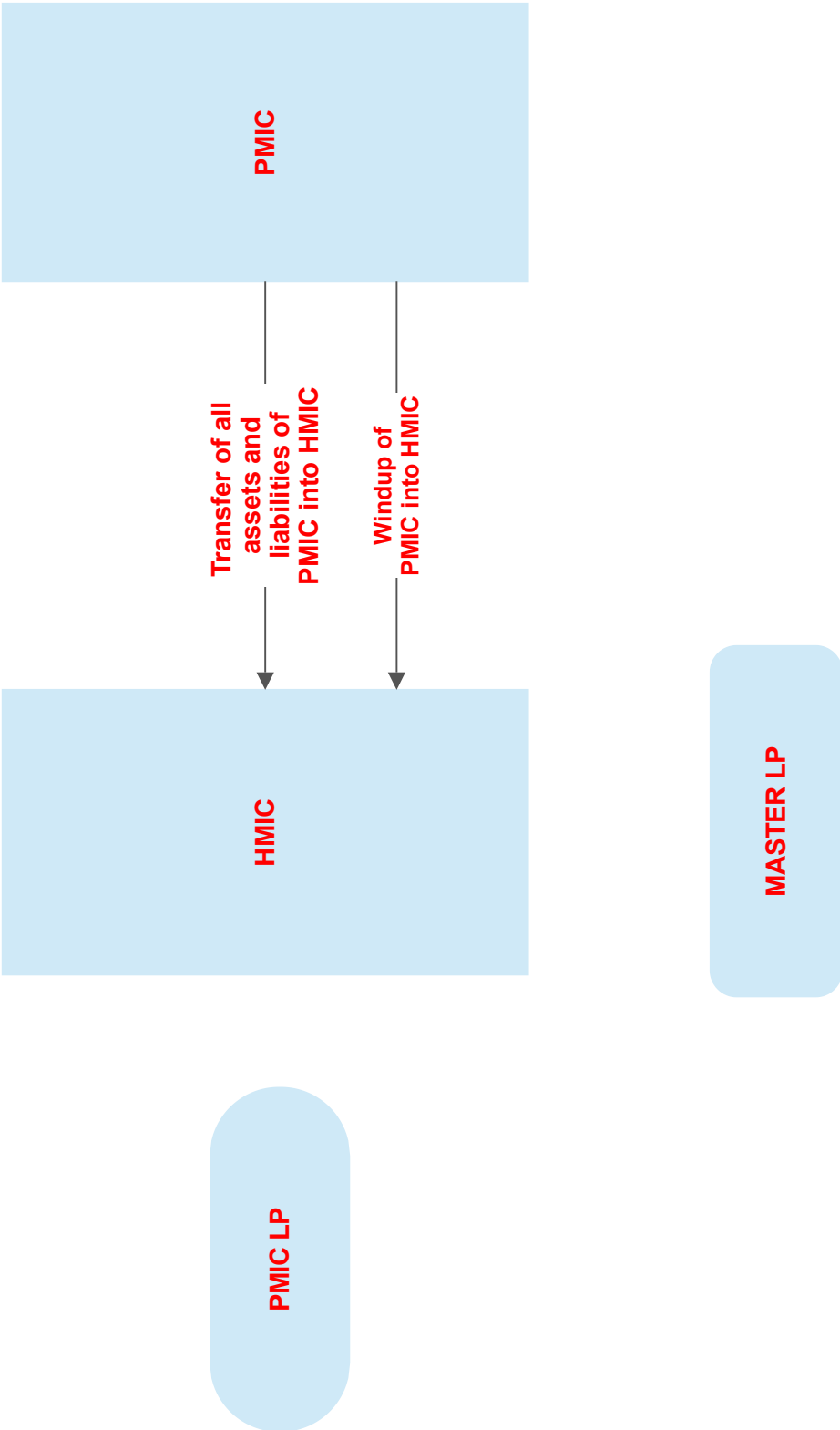
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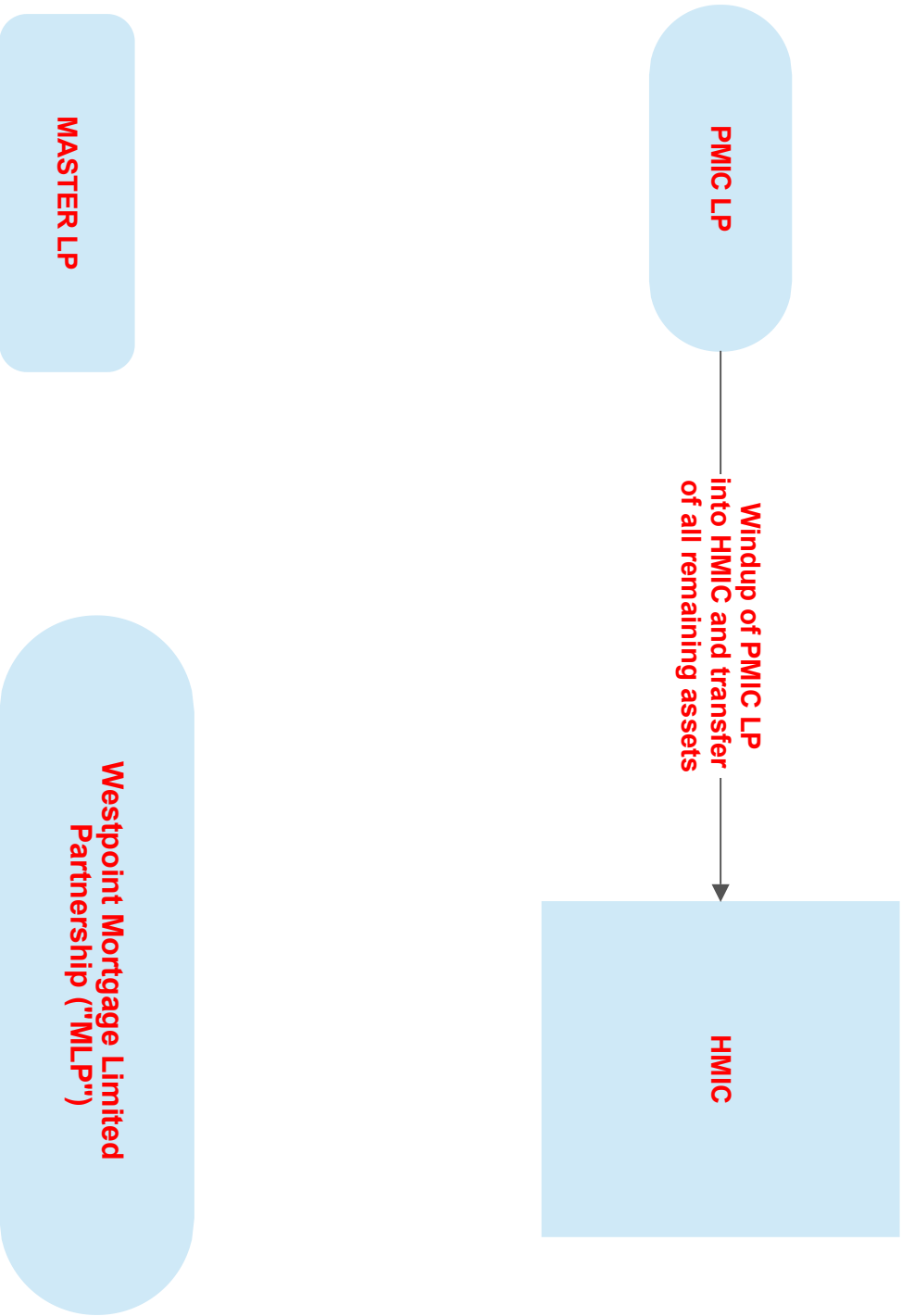
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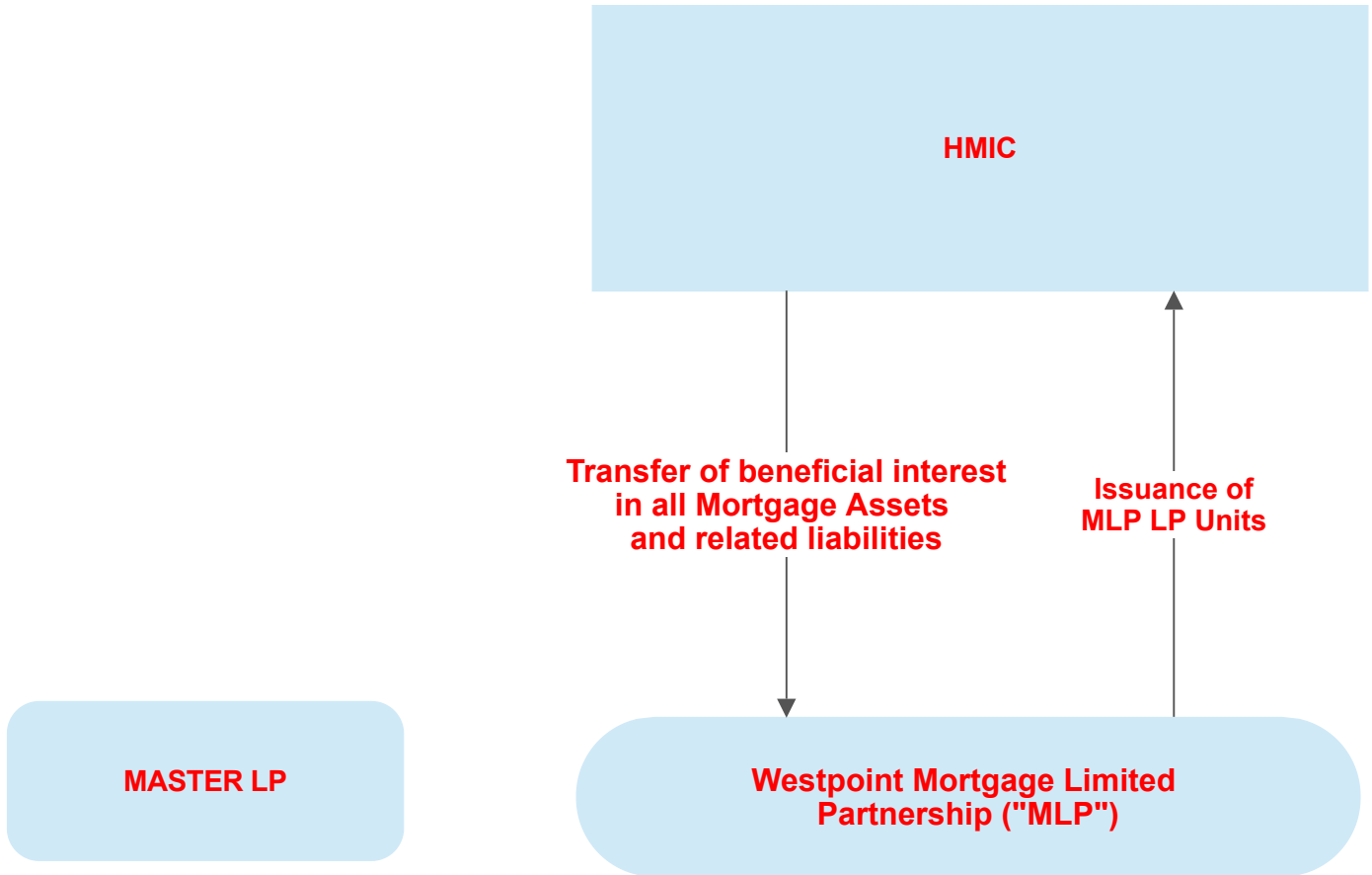
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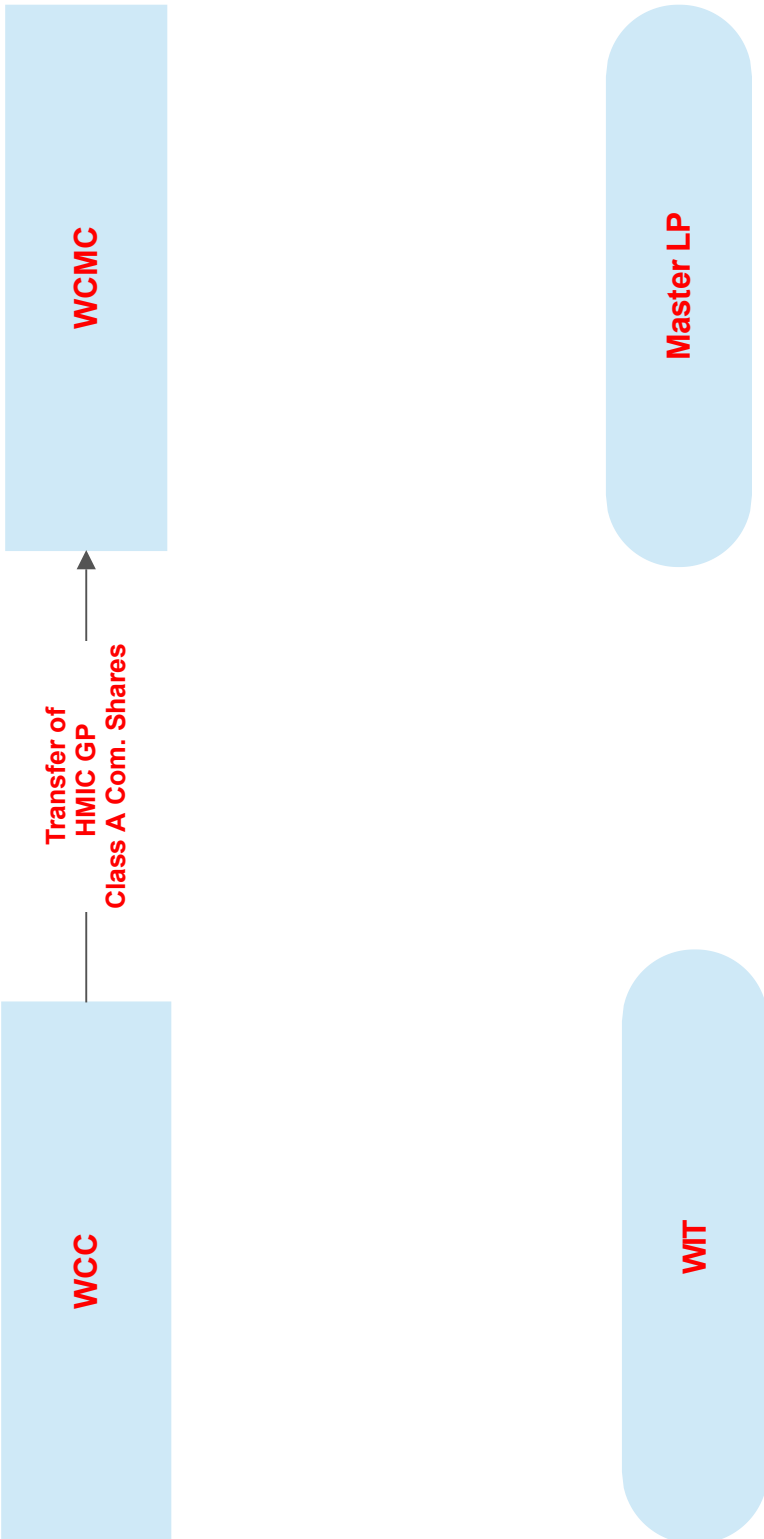
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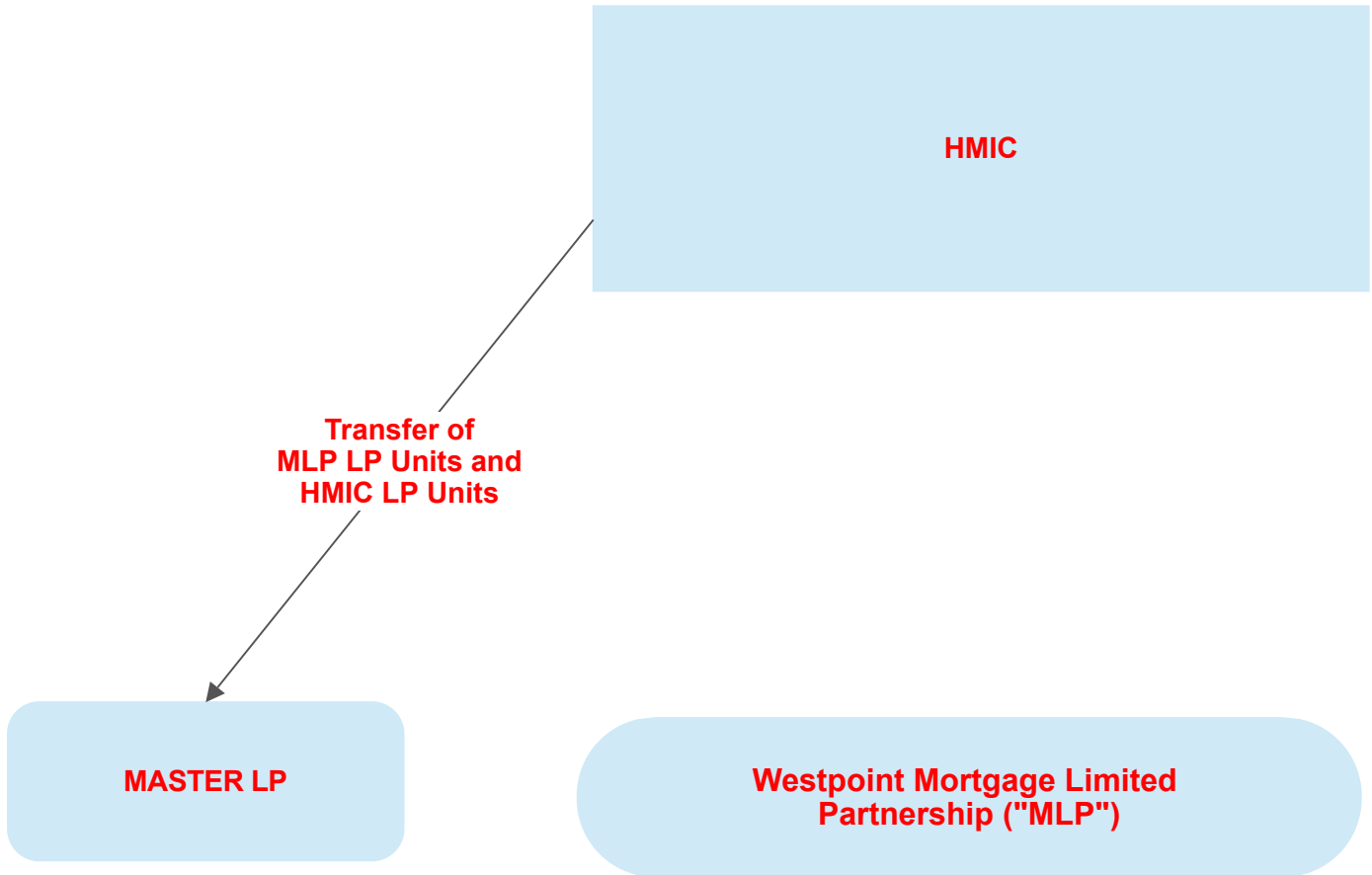
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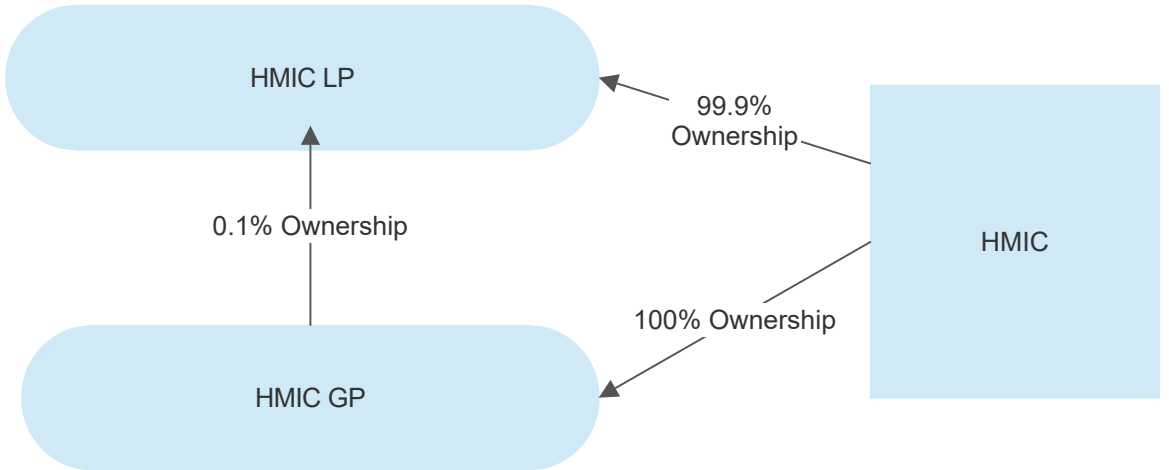
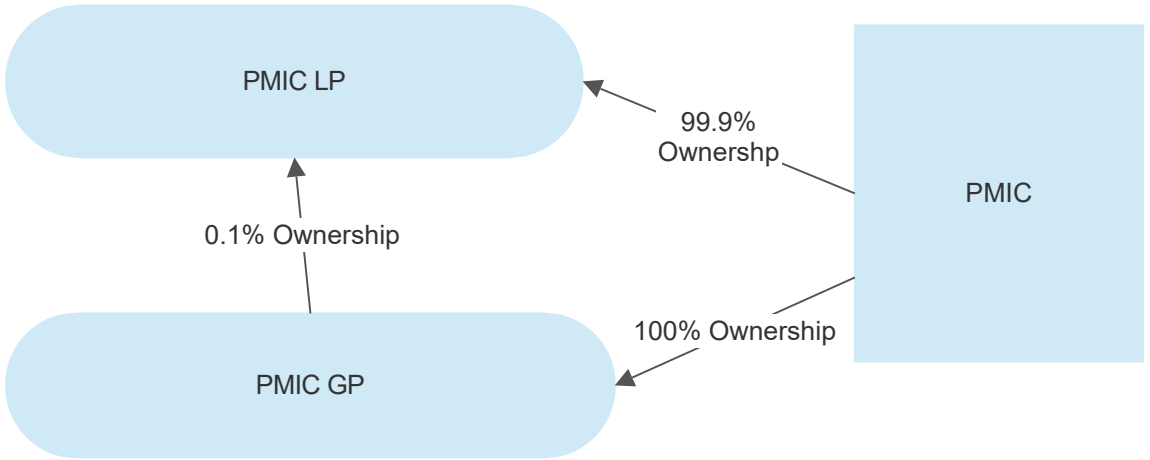


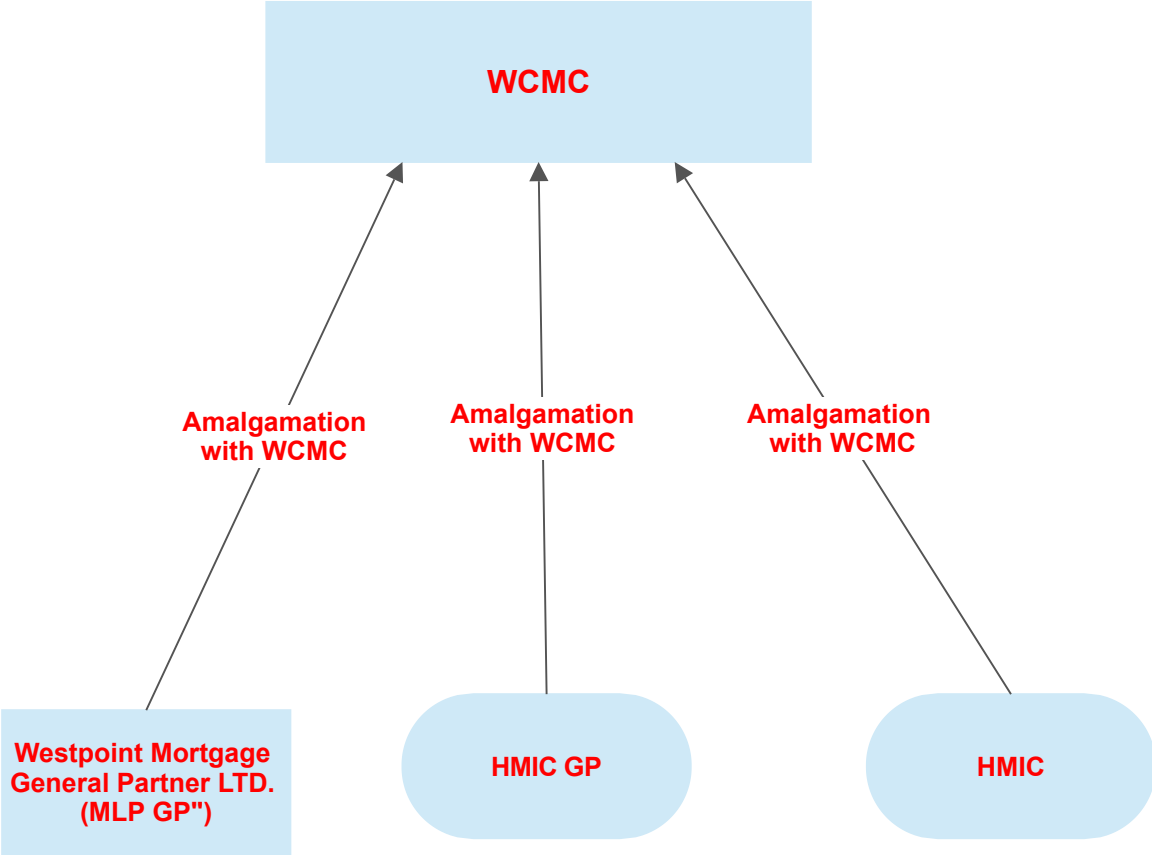
Arrangement Agreement Article 3.1(o)



Arrangement Agreement Article 3.1(p)







WCMC

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graph TD; WCMC[WCMC] -- "General Partner" --> MasterLP([Master LP]); MLP([MLP]) -- "Dissolution of MLP" --> MasterLP;
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General Partner

Master LP

Dissolution of MLP

MLP

