

FOR THE REGULAR MEETING OF RED DEER
CITY COUNCIL TO BE HELD ON MONDAY, MARCH 19, 1990,
AT 4:30 P.M., IN THE COUNCIL CHAMBERS OF
CITY HALL, RED DEER

- 1) Engineering Department Manager - Re: Standard
Development Agreement .. 1

660-042

DATE: March 14, 1990
TO: City Clerk
FROM: Engineering Department Manager
RE: STANDARD DEVELOPMENT AGREEMENT

We respectfully request City Council's approval to use the attached Standard Development Agreement for private subdivision developments in the City.

This document has been revised from the current approved Development Agreement (last amended in January 1987) for clarification and updating purposes. The following groups/people have had input pertaining to these revisions:

1. Community Services
2. Electric, Light, and Power
3. Engineering Department
4. City Solicitor
5. Director of Financial Services
6. Urban Development Institute

Many of the revisions relate to general housekeeping items to clarify or simplify the document, where the basic intent is unchanged. Listed below are items that have changed significantly since the 1987 amendment:

- a. Carrying costs on the cost of oversize municipal improvements extended to service future developments has been defined under Clauses 1.7 and 3.5.1. In general, where said improvements are extended in a logical sequence to facilitate new development, carrying costs will be based on City interest rates. Where leapfrog development occurs, carrying costs may be limited to current construction costs. In either event, carrying costs would be assessed for a maximum 10 year period.

It should be noted that the 10 year limitation would not apply to major trunk facilities. Trunks often service more than 10 years of development area. See Clauses 3.4.1 and 3.4.2.

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- b. Oversize improvements eligible for reimbursement have been limited to the following minimum pipe sizes (see Clause 3.5.2):

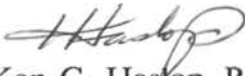
Water Mains	300 mm
Sanitary Sewers	375 mm
Storm Sewers	450 mm

This was done for several reasons:

- 1) The additional cost to oversize a normal pipe requirement to that noted above is minimal.
 - 2) To reduce the administrative problems related with collecting these oversize costs (plus carrying costs) from future developers.
 - 3) Developers for which the laterals are oversize are somewhat disadvantaged if they must pay the entire cost of all oversizing because they must extend laterals further to their developments than the developers who happen to own property on the trunk alignment. This revised policy will help to alleviate this disadvantage somewhat without overburdening the developer providing the oversize.
- c. Developers may defer payment of 75% of off-site charges for a period of 1 year (if their development area is greater than 2 ha) to help their cash flow. This deferred portion of the payment will collect interest and must be secured by letter of credit. See Clauses 4.1.3 and 4.1.5.
- d. Security requirements for work to be performed by the developer have been reduced to 40% of construction costs upon signing the Development Agreement and 15% after construction completion. See Clause 5.1.2. This is in accordance with a previous Council resolution.
- e. Under Clause 9.1, the developer will be responsible to erect a sign at the entrance of the subdivision illustrating the proposed development plan and informing the public where they can obtain current information pertaining to zoning, parks, land

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use, transportation, school sites, servicing, etc. Because this later information changes frequently, it was determined that it should not be posted on the sign directly.


Ken G. Haslop, P. Eng.
Engineering Department Manager

TCW/emg
Att.

c.c. Director of Community Services
c.c. Director of Financial Services
c.c. E. L. & P. Manager
c.c. City Solicitor
c.c. Public Works Manager
c.c. UDI President
c.c. Streets and Utilities Engineer
c.c. Design Administrator

Commissioners' Comments

We would concur with the recommendations of the Engineering Department Manager that Council approve the Development Agreement.

Council should note that apart from various City departments the changes to this agreement have been thoroughly discussed with the Urban Development Institute. While we cannot say that developers are ever happy with an agreement which costs them money, we are satisfied that the UDI accepts this agreement as being realistic and appropriate to everyone's interests.

"R.J. MCGHEE"
Mayor

"M.C. DAY"
City Commissioner

FORWARD

SUBDIVISION

DEVELOPER

CONSULTANT

GROSS AREA

NET AREA

DWELLING UNITS

AGREEMENT NUMBER

DATE OF EXECUTION

REVISED AND APPROVED
BY COUNCIL

DATE: _____

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DEVELOPMENT AGREEMENT

MEMORANDUM OF AGREEMENT made in triplicate this _____

day of _____ 19__, between:

THE CITY OF RED DEER
(A Municipal Corporation hereinafter called the "CITY")

OF THE FIRST PART

- AND -

(hereinafter called the "DEVELOPER")

OF THE SECOND PART

WHEREAS the Developer(s) is/are the registered and equitable owner(s) of those lands situated in the City of Red Deer, in the Province of Alberta, and being part of the _____ Quarter of Section _____, in Township 38, Range 27, West of the 4th Meridian, including _____ hectares more or less, and _____ lots more or less; shown more specifically in Schedule C, Appendix 1; the said lands hereinafter called the "DEVELOPMENT".

WHEREAS the Developer, subject to the approval of the proper officials of the City, proposes to install and construct municipal improvements in the Development;

AND WHEREAS the Developer has submitted to the Red Deer Regional Planning Commission, and the Commission has approved for registration in the Land Titles Office for Northern Alberta, the Plan of Subdivision which includes the Development;

AND WHEREAS the Developer has submitted Construction Drawings and Specifications, and has received the Engineer's approval in principle of these Drawings and Construction Specifications for the construction of the Municipal Improvements in the Development;

AND WHEREAS the approval and consent to construct these Municipal Improvements has been obtained by the Developer for all applicable Municipal, Provincial, and Federal Government Agencies.

Now, therefore, this Agreement witnesseth that in consideration of due mutual covenants and agreements herein contained, the parties hereto agree together as follows:

PART ONE - DEFINITIONS

Except where the context otherwise requires, the following expressions or words, when used in this Agreement, shall have the following meanings:

- 1.1 "Area Improvement Charge" shall mean a charge payable by the Developer for the recovery of the cost of designated Area Improvements constructed or to be constructed by another Developer, as determined by the Engineer, based on the actual or estimated cost, plus carrying costs and the proportion of the benefiting area within the Development, divided by the total area benefiting from the Area Improvement;
- 1.2 "Area Improvements" shall mean those Municipal Improvements which have been constructed or will be constructed in the Service Area, and will directly benefit the Development;
- 1.3 "As-constructed Plans" shall mean those plans showing the actual (as determined by field measurement) location, length, size, material, classification of material, gradient, and year of construction of roadworks and underground Municipal Improvements within the Development. The Developer shall transcribe on a set of plans, the as-constructed information using the City's engineering symbols and format, as they are actually measured in place after construction. This information is to be submitted as outlined in the Design Guidelines - Section One, and to the satisfaction of the Engineer;
- 1.4 "Boundary Improvement Charge" shall mean a charge payable by the Developer for the recovery of the costs of Boundary Improvements constructed or to be constructed by another Developer, as determined by the Engineer, based on the actual or estimated cost, plus Carrying Costs and the proportion of benefiting length of the Development frontage divided by the total frontage benefiting from the Boundary Improvement;
- 1.5 "Boundary Improvements" shall mean those Municipal Improvements which have been constructed or will be constructed along the boundary of a Development, and will directly benefit the Development;
- 1.6 "Carriageway" shall mean the width of road between curbs from face of curb to face of curb, or in the case of gravelled lanes, the width of gravel from shoulder to shoulder;

- 1.7 "Carrying Costs" shall mean the additional costs of interest or inflation, as determined by the Engineer, on the cost of an Oversize Improvement from the time of construction completion of the said improvement until the time of repayment;
- In general, and at the discretion of the Engineer, where Area or Boundary Improvements are extended in a natural progression or sequence to facilitate new development, Carrying Costs will be based on the interest rate determined by the City's Director of Financial Services and would be assessed for a maximum period of 10 years. Where Area or Boundary Improvements are extended beyond other development areas which are next in line for services (i.e. leapfrog development), Carrying Costs may be limited to the current day construction value (i.e. for recovery calculation purposes, the actual or estimated costs of the Area or Boundary Improvement plus Carrying Costs would not exceed the cost to construct that Municipal Improvement at the time subsequent developers connect to the improvement);
- 1.8 "City" shall mean the Corporation of The City of Red Deer in the Province of Alberta;
- 1.9 "City Recreation Charge" shall mean a charge determined by the Director and payable to the City by the Developer (based on the net developable area) for the cost of developing standard recreation facilities in each residential neighbourhood;
- 1.10 "Construction Completion Certificate" shall mean the Certificate in the form attached as Schedule O to this Agreement;
- 1.11 "Construction Drawings" shall mean those engineering Plans and Profiles prepared by the Consulting Engineer, showing the details of the installation of the various Municipal Improvements within the Development using standard engineering symbols and forms, and conforming to the Design Guidelines. Submission of plans, etc. shall be as outlined in the Design Guidelines - Section One;
- 1.12 "Construction Specifications" shall be the documents prepared by the Consulting Engineer specifying the legal, administrative, and technical aspects of the Municipal Improvements, all of which shall conform to the minimum requirements as outlined in the City's Design Guidelines and the City's Detailed Construction Specifications;

- 1.13 "Consulting Engineer" shall mean a Professional Engineer who is an authorized officer of a consulting engineering firm, retained by the Developer, who has designed the Municipal Improvements and/or supervised the installation of the same within the Development according to the approved plans and specifications;
- 1.14 "Developer" shall mean the registered and equitable owner of the development lands including, but not restricted to the Consulting Engineers, contractors, and/or subcontractors acting for or on behalf of the owner;
- 1.15 "Development" shall mean the area to be serviced, as determined by the Developer, approved by the Engineer, and more specifically illustrated by plan included in Schedule C, Appendix 1;
- 1.16 "Director" shall mean the Director of Community Services of the City or his duly authorized representative;
- 1.17 "Electrical Specifications" shall mean the City's Electric, Light, and Power Design and Construction Specifications included in the Design Guidelines, to which the power and lighting portions of the Municipal Improvements must conform;
- 1.18 "Endeavour to Assist" shall be the assistance provided by the City, on behalf of the Developer, to recover from future developers the designated portion of the oversize costs of various Municipal Improvements paid for by the Developer. The City does not guarantee reimbursement of these costs;
- 1.19 "Engineer" shall mean the Director of Engineering Services of the City or his duly authorized representative;
- 1.20 "Final Acceptance Certificate" shall mean the Certificate in the form attached as Schedule P to this Agreement;
- 1.21 "Gross Area" shall mean each and every hectare or part thereof as shown on the plan of survey for the Development, including any area which may be dedicated for roads, lanes, walkways, parks, reserve parcels, schools, or any other public use;
- 1.22 "Lateral Sewer/Water System" shall mean that portion of the piping extending from the Trunk Sanitary, Trunk Storm, or Trunk Water Mains, including all service connections;

- 1.23 "Level One Landscaping" shall consist of site grading, placing and levelling topsoil, seeding to grass, and establishing turf; all in accordance with the Parks Department's Landscape Specifications;
- 1.24 "Level Two Landscaping" shall consist of planting shrubs, trees, or constructing other park amenities in areas designated by the Director and as specified in Schedule J; all in accordance with the Parks Department's Landscape Specifications.
- 1.25 "Municipal Improvements" shall mean all improvements within the Development, including, but not restricted to:
- a. Paved roadways (excluding "Public Roadways");
 - b. Sidewalk, curb and gutter;
 - c. Paved or gravel lanes and walkways;
 - d. Water, sanitary, and storm sewer mains (excluding "Trunk Mains");
 - e. Water, sanitary, or storm service connections;
 - f. Shallow utilities including electrical distribution (excluding service leads), streetlighting, natural gas, telephone, and cable television;
 - g. Landscaped boulevards, medians, municipal reserves, and public utility lots;
- 1.26 "Net Area" shall mean the area remaining after deletion of areas required for major arterial roadways from the Gross Area;
- 1.27 "Off-site Charges" shall mean those charges payable to the City by the Developer for the use and benefits received from the existing or proposed Public Roadways, Trunk Water Mains, Trunk Sanitary Mains, and Trunk Storm Mains in the Service Basin within which the Development is located;
- 1.28 "Oversize Improvements" shall mean a larger size Municipal Improvement, not designated by the City as Public Roadway or Trunk Main, which provides additional capacity required to service other lands within the Service Area not owned or under the control of the Developer;

- 1.29 "Plan of Subdivision" shall mean a plan of survey prepared and registered under The Land Titles Act for the purpose of effecting subdivision of the Development;
- 1.30 "Professional Engineer" shall mean a licensed member of The Association of Professional Engineers, Geologists, and Geophysicists of Alberta;
- 1.31 "Public Roadway" shall mean a major arterial roadway (including the land for right of way, storm drainage, traffic signals, and streetlighting) existing or proposed, that has been designated an arterial roadway by the City; the cost of same having been included in the calculation of the Off-site Charges for each Service Basin;
- 1.32 "Service Area" shall mean an area, consisting of a number of developments, served by a common system of collector and/or local roadways, water distribution mains, lateral sanitary mains, and/or lateral storm mains; the boundaries of which are determined by the Engineer;
- 1.33 "Service Basin(s)" shall mean an area, consisting of a number of Service Areas, serviced by a common system of major arterial roadways (Public Roadways), Trunk Water Mains, Trunk Sanitary Mains, or Trunk Storm Mains; the boundaries of which are determined by the Engineer;
- 1.34 "Trunk Sanitary Sewer" shall mean an existing or proposed sanitary sewer; generally having an internal diameter of 375 mm or greater, complete with related pumping facilities; that has been designated by the City as a trunk main, the cost of same having been included in the calculation of the Off-site Charges for each Service Basin;
- 1.35 "Trunk Storm Sewer" shall mean an existing or proposed storm sewer; generally defined as having an internal diameter of 1200 mm or greater, complete with related storage facilities; that has been designated by the City as a trunk main, the cost of same having been included in the calculation of the Off-site Charges for each Service Basin;
- 1.36 "Trunk Water Main" shall mean an existing or proposed water main; generally having an internal diameter of 300 mm or greater, complete with related pumping and storage facilities; that has been designated by the City as a trunk main, the cost of same having been included in the calculation of the Off-site Charges for each Service Basin;

PART TWO - COVENANTS OF THE DEVELOPER

2.1 The Developer shall, subject to the terms and conditions hereinafter contained, construct and install all Municipal Improvements as defined in Part One and as set out in the Construction Drawings and Specifications, and complete all Municipal Improvements on or before the expiration of two years from the date of execution of this Agreement.

2.2 The Developer shall submit, prior to the execution of this Agreement, his proposed construction schedule; which will show estimated commencement and completion dates for each Municipal Improvement to be constructed.

The Developer shall give notice to the Engineer, of any change in the construction schedule, as soon as the change occurs. Two days prior notice shall be given to the Engineer prior to commencing construction of any Municipal Improvement.

2.3 The Developer acknowledges that he is familiar with the City's current Design Guidelines and standard Construction Specifications, and agrees that all materials installed and workmanship to be performed by the Developer under this Agreement shall conform to these standards, and to any amendments or additions thereto for the duration of this Agreement. The Developer shall submit for approval, a complete set of Construction Drawings and Specifications covering the installation of all Municipal Improvements covered under this Agreement. The City's approval of these Construction Drawings and Specifications does not relieve the Developer of his obligation to comply with the Design Guidelines and good engineering practise.

2.4 The Developer shall give responsible attention to the prosecution and completion of all works and improvements, and to have all works and improvements competently designed and the construction of same supervised by a Professional Engineer.

2.5.1 The Developer shall, at his expense, appoint an accredited materials testing firm to act on behalf of the Professional Engineer and to supply such information on construction materials and procedures as required by that Professional Engineer and specified in the Design Guidelines. In addition, the Developer shall supply to the Engineer, copies of the following results completed by the testing firm:

- a. Leakage tests on all pressure water mains.

- b. Bacteriological, including standard plate count, tests of water samples.
 - c. Asphalt mix design, concrete mix design, control tests during construction, and core test results for curbs, sidewalk, pavement, lanes, and utility trench construction.
 - 2.5.2 The Developer shall supply samples of any material not currently approved by the City, but proposed to be used in any Municipal Improvement under this Agreement.
 - 2.5.3 The Developer shall advise all contractors and lot purchasers that they must use alkali-resistant materials for concrete basements and foundations, if the soils report indicates that this is necessary, unless specific site tests indicate otherwise.
 - 2.5.4 The Developer agrees that in any area where he has pregraded and filled a site with material to a depth of greater than 1 m above the original ground level, he shall inform all purchasers of lots in that area of the depth of fill on such lots.
 - 2.6 The Developer agrees to the appointment, by the City, of a City Field Inspector to act on behalf of the City in checking that the construction is in accordance with the approved drawings, specifications, and the Development Agreement. The Developer also acknowledges and agrees to be responsible for the costs of such monitoring and the general costs associated with Construction Drawing approval, the recording of as-built drawings, and the Development Agreement preparation. The Developer shall pay to the City for such services, a fee based on the net Development Area as follows:
 - a. Residential Developments: \$1400 per hectare up to 16 ha, plus \$1100 for each additional hectare.
 - b. Industrial/Commercial Developments: \$1050 per ha.
 - c. In any event a minimum fee of \$2,000 shall apply.
- All costs are set out in Part Four - Summary of Costs.
- 2.7 The Developer shall grant to the Engineer, free and uninterrupted access to all parts of the Development for the purposes of inspection of construction procedures and the sampling of materials used in construction. In the event of failure of the design, installation, and/or materials to conform to the minimum standards as laid out in the Design Guidelines, Construction

Drawings, and/or Specifications, the Engineer may refuse to accept the Municipal Improvement in question, reject application for the Construction Completion Certificate, and withhold Building Permits in the area affected by the Municipal Improvement.

- 2.8 The City shall not be liable for any damages or claims by the Developer for delay occasioned by any inspection, and extension of completion time will not be granted for delay resulting therefrom. The acceptance, or the lack of comment on the part of the Engineer of methods of construction employed by the Developer shall not relieve the Developer of this responsibility for any errors therein and shall not be deemed an acceptance by the City or the Engineer of responsibility for, or acceptance of the work done by the Developer.
- 2.9 The Developer agrees that before doing any work that was not apparent to the parties prior to the execution of this Agreement, and/or providing any work or materials for which the City is required to pay, either in whole or in part, he shall obtain the written authorization of the Engineer. The price for said work shall be mutually agreed upon by both parties before the work is started.
- 2.10 The Developer shall grant to the City, Northwestern Utilities Ltd., Alberta Government Telephones, and Shaw Cablesystems Ltd. such easements as are required to install, replace, maintain, and repair their respective Municipal Improvements in the Development, and further agrees to execute and deliver to the City all signed Utility Right of Way Agreements and duplicate copies of the registered Utility Right of Way Plan in substantial compliance with the forms set forth in Schedule C.
- 2.11 The Developer shall be responsible to provide for the installation of and payment for the services provided by other utility companies, including but not limited to Northwestern Utilities Ltd., Alberta Government Telephones, and Shaw Cablesystems Ltd.
- 2.12 The Developer shall have the following plans and information conveyed to the Engineer prior to the submission of this Agreement to City Council:
- a. Tentative Plan of Subdivision approved by the Local Approving Authority.
 - b. Utility Right of Way Plan.
 - c. Approved Land Use By-law.

- d. Approved Construction Drawings and Specifications for all Municipal Improvements.
- e. Estimated construction costs of all Municipal Improvements proposed to be constructed in connection with the subject Development.

- 2.13 The Developer shall at all times after any premises are occupied as dwellings within the Development, maintain access to the premises occupied for garbage removal, police and fire protection, up to the issuance of the Construction Completion Certificate for roads and sidewalks. The Developer shall take effective means to control dust, dirt, noise, or any other annoyance originating within the Development from construction procedures. In the event that the Developer fails to comply with these requirements, the City shall be at liberty to take whatever measures the Engineer deems necessary to abate the annoyance at cost to the Developer. Before any steps are taken by the City, the Engineer shall first attempt to notify the Developer or Developer's representative, and failing either contact with the Developer or the Developer failing to take effective remedial measures within 24 hours of notification, the Engineer may then proceed to eliminate the problem. The Engineer will notify the Developer of the action taken and the cost of the work involved.
- 2.14 The Developer shall adequately maintain, including oiling, any access roads to the Development until the Construction Completion Certificate has been issued, and before being released from this requirement for maintenance the Developer shall, if required by the Engineer, rebuild or reinstate said access roads to a condition satisfactory to the Engineer. Access roads, as defined herein, are as shown in Schedule L. Clause 2.13 shall also apply to designated access roads.
- 2.15 The Developer shall provide to each lot purchaser the relevant building grades in the Development. These shall include, but not be limited to, sanitary and storm invert elevations at property/easement line, lot corner elevations, and depth of fill if greater than 1 m for each lot. Before the Final Acceptance Certificate is granted by the City to the Developer, all Building Grade Certificates shall be turned over to the Engineer.
- 2.16 The Developer shall make arrangements with the Engineer to make connections of the storm, sanitary, and water mains within the Development to the City storm, sanitary, and water mains respectively; or to extend City roadways to the Development and shall pay to the City the costs incurred for completing said connections or extending City roadways as set out in Part Four - Summary of Costs. The Developer may not make connections to the City's storm, sanitary, water mains, or roadways without prior written consent of the Engineer.

- 2.17 The Developer shall give a minimum of two weeks advance notice to the Engineer for commencement of City Forces' work related to service connections and power distribution specified herein. The City will endeavour to commence construction in accordance with the Developer's proposed schedule subject to the availability of manpower, equipment, and materials. No compensation will be made to the Developer for any delay in the commencement or completion of this work.
- 2.18 The Developer agrees to pay to the City a fee for extension of the Survey Control Network into the Development. Pursuant to the Surveys Act, the City will undertake to have the necessary plans and approvals prepared and arrange to undertake the field work to extend the Network into the Development. The Developer agrees to pay to the City a fee of \$250 per hectare for this work, as set out under Part Four - Summary of Costs. The Developer agrees to protect all survey monuments and to pay for their reinstatement if destroyed or affected.
- 2.19 The Developer agrees to pay to the City, Off-site Charges based on the Net Area of the Development and the approved rates set by City Council for the Service Basin within which the Development is located; as determined by the Engineer and set out in Part Four - Summary of Costs.
- 2.20 The Developer agrees to pay to the City, the applicable Boundary Improvement and Area Improvement Charges as defined under Part One and as set out under Part Four - Summary of Costs.
- 2.21.1 The Developer agrees to pay to the City, a Recreation Charge as defined under Part One and as set out in Part Four - Summary of Costs. In lieu of the Recreation Charge, the Developer, with approval from the Director, may undertake the work of installing all required recreational improvements on the neighbourhood recreation site after executing a Recreation Development Agreement in accordance with Schedule K. Detailed design drawings and specifications must be prepared by the Developer and submitted to the Director for approval. Security shall be provided by the Developer for this work, pursuant to Clause 5.1.
- 2.21.2 All improvements to the balance of public reserves, boulevards, public utility lots, medians, and buffer strips within the Development are the responsibility of the Developer, in accordance with plans which shall be submitted to the Director for approval. These improvements shall be carried out in accordance with Clause 2.25 of this Agreement.

- 2.22 The Developer acknowledges and agrees that no Building Permits will be issued by the City until:
- a. The Development Agreement has been duly executed by both the Developer and the City, and all monies and securities due under the Agreement have been provided;
 - b. Sewer and Water Mains and services have been constructed to property line and are operational in accordance with the Construction Drawings and Specifications;
 - c. The required water leakage test and certified negative bacteria test have been performed for the water distribution system, including service connections to property line;
 - d. The Electric, Light, and Power Manager has indicated that sufficient facilities have been installed to make electrical saw service available to the buildings to be constructed, unless approved otherwise by the Electric, Light and Power Manager;
 - e. Payment has been received for any outstanding recreational levies;
 - f. An approved public information billboard is installed as per Clause 9.1 of this Agreement;
 - g. Vehicular access is provided to the satisfaction of the City Fire Marshal (confirmed in writing);
 - h. The Subdivision Plan, Easement Plan, and Easement Agreement have been released by the City for registration;
- 2.23 When the water distribution system within the Development, or any portion thereof, is pressurized and is being used for domestic or other purposes, the Developer shall not, without the consent of the Engineer, shut off the water supply to any mains or fire hydrants.
- 2.24 In addition to the work included in the Construction Drawings, the Developer shall construct, when approved by the City, all driveway crossings until the end of the maintenance period. Driveway crossings installed after the Construction Completion Certificate has been issued by the Engineer, shall be first approved by the City and shall be constructed in accordance with City requirements by the Developer at the cost of the property owner concerned therewith.

2.25 The Developer shall provide Level One Landscaping as described in Schedule J, in all medians, boulevards, utility lots, public reserves, and buffer areas within the Development.

The Developer shall provide Level Two Landscaping as described in Schedule J, in all areas described in the preceding paragraph, except the neighbourhood recreation site (unless otherwise provided for under Schedule K).

2.26 The Developer shall strip and stockpile all topsoil within the Development, in a location previously approved by the Director. Whenever possible, stockpiles shall be placed so as to permit some recreational development to occur prior to the removal of all stockpiles. No stockpiles of aggregate will be permitted within the public reserve areas unless approved by the Director.

All topsoil that is surplus to the requirements of the Development shall either be disposed of by the Developer prior to the issuance of the last Final Acceptance Certificate or left in stockpiles and dedicated to the City at no expense for the City's use, as determined by the Director.

2.27.1 The Developer shall make arrangements for the installation of street and walkway lighting, and electrical distribution (excluding service leads) within the Development in accordance with one of the following alternatives:

- a. Arrange with the City for the installation and pay to the City the costs of such work as set out in Part Four - Summary of Costs; or
- b. The Developer shall, subject to the terms and conditions herein contained, have a qualified contractor complete all electrical installations in conformance to the Electrical Specifications. The Developer shall pay to the City all costs of electrical inspection by a City Electrical Inspector, and the costs of such work which the City reserves the right to perform itself for safety and security reasons; these costs being set out in Part Four - Summary of Costs.

2.27.2 The Developer shall provide an unobstructed working right of way which is graded to within 150 mm of final grade, for not less than 2 m on each side of the alignment of the electrical system on streets, lanes, and easements throughout the Development. The City shall not be obligated to commence construction of any electrical system in any area of the Development not so graded, and any rescheduling of the work forces of the Electric, Light, and Power Department of the City shall be at the discretion of the City, having regard to its commitment to other projects.

- 2.28 The Developer shall indemnify and save harmless the City, its officers, employees, and agents from, of, and against all claims, proceedings, demands, damages, actions, judgements of every nature or kind; including, without limiting the generality of the foregoing, all damages for personal injury or death arising out of or attributable to all actions or conduct of the Developer, its employees, agents, and contractors upon the Development lands; including, but not limited to any work or act committed or omitted by the Developer in the performance of this Agreement.
- 2.29 The Developer and the contractor, shall provide and maintain comprehensive general public liability and property damage insurance applying to all activities, including but not limited to the use of owned or non-owned vehicles and equipment of the Developer in connection with this Agreement. This protection shall include, but not be limited to the Developer's contingent liability with respect to the activities of anyone, including subcontractors, or anything done pursuant to this Agreement. The Developer shall have the City added as a co-insured and the minimum amount of coverage shall be \$1,000,000 per occurrence for bodily injury, death, and damage to property, including the loss of use thereof, in form satisfactory to the City.
- 2.30 The Developer shall comply with the requirements and regulations under the Workers' Compensation Act and shall arrange such insurance as required by the said Act. The Developer shall comply with the requirements and regulations under the Occupational Health and Safety Act.
- 2.31 The Developer agrees that no field work other than clearing and preliminary site grading shall occur within the Development without written approval of the Engineer.

PART THREE - COVENANTS OF THE CITY

- 3.1 The City will review the Construction Drawings and Specifications submitted to the City by the Developer, and approve or advise what amendments are required for approval of same without undue delay. The City will determine oversize requirements within the Development, but in doing so will not unreasonably delay the Developer in the preparation of the Construction Drawings.
- 3.2 The City shall establish building regulations and land uses for the Development, and subject to the provisions of Clause 2.22, the Zoning By-law and other by-laws, issue Building Permits for development upon the lots to be serviced.
- 3.3.1 Upon issuance of a Construction Completion Certificate for a Municipal Improvement, the City will endeavour to provide municipal service within the Development to the same standard, in the same manner, and subject to the same terms and conditions as the City is able to provide to all other residents of the City.
- 3.3.2 Upon issuance of a Final Acceptance Certificate for a Municipal Improvement installed by the Developer, the City shall maintain such Municipal Improvement in the same manner and to the same standard of maintenance as it provides to all other Municipal Improvements within the City.
- 3.4.1 Where the Development is next in line, following a logical extension of services as determined by the Engineer, and the Engineer requires the Developer to extend a Public Roadway, Trunk Sanitary, Trunk Storm, or Trunk Water Main through the Development, the City will reimburse the Developer for construction of same in accordance with the costs set out in Part Four - Summary of Costs. Funding for these trunks will come from off-site levies collected within the Service Basin.
- 3.4.2 Where the Development is not next in line, reimbursement to the Developer of the costs set out in Part Four, may be delayed until the infill development proceeds to a point where the Development becomes next in line, as determined by the Engineer. In this case, costs to be recovered, including Carrying Costs, may be limited to current day construction value.

- 3.5.1 Where the Development is next in line, as determined by the Engineer, and the Engineer requires the Developer to construct an Oversize Improvement, the City will reimburse the Developer the additional costs incurred as determined by the Engineer and set out in Part Four - Summary of Costs. The City will recover this cost plus carrying charges through an Area Improvement Charge assessed to future developments benefiting from the oversized facility.
- 3.5.2 Where the Development is not next in line, the additional costs set out in Part Four may not be reimbursed to the Developer until the infill development proceeds to a point where the Development becomes next in line, as determined by the Engineer. In this case, costs to be recovered, including Carrying Costs, may be limited to current day construction value.
- 3.5.3 The City will not be obliged to make payment under the two preceding paragraphs unless, in the case of a storm sewer lateral, the internal diameter is greater than 450 mm; or in the case of an oversized roadway, the Carriageway is wider than 12 m or the pavement structure is greater than 280 mm of asphalt (or equivalent). No reimbursement will be made for oversized sanitary and water main laterals.
- 3.6 Where the Developer has paid for Municipal Improvements in excess of his requirements and where future development will utilize same, the City will Endeavour to Assist the Developer to collect the various sums as listed in Schedule F. It should be noted that the City does not guarantee the collection of any portion of such sums or costs.

PART FOUR - SUMMARY OF COSTS

4.1 DEVELOPER'S COSTS

4.1.1 The Developer shall pay in full to the City on or before the execution date of this Agreement, unless otherwise provided herein, the following sums arrived at by calculations attached in the applicable Schedules and made part hereof:

Item	Charges	Total Cost	Payments to be Made on Execution of Agreement	Deferred Payments
a.	Off-site	_____	_____	_____
b.	Recreation	_____	_____	0
c.	Boundary Improvement	_____	_____	0
d.	Area Improvement	_____	_____	0
e.	E. L. & P.	_____	_____	_____
f.	Administration	_____	_____	0
g.	Survey Network	_____	_____	0
h.	City Connection(s)	_____	_____	_____
i.	Money in lieu of Reserve Dedication	_____	_____	0
TOTAL PAYMENTS BY DEVELOPER		_____	_____	_____

4.1.2 In the case where City facilities are not constructed prior to the date of signing of the Development Agreement, the Developer may elect to pay 50% of the costs referred to in Items 4.1 e and 4.1 h on or before the date of execution of this Agreement and the remaining 50% upon completion of the work (with the exception of the streetlight work which may not be completed). The completion date(s) will be established by the City.

4.1.3 If the Net Area of the Development is greater than 2.0 ha, the Developer may elect to pay to the City 25% of the cost referred to in Item 4.1.1 a on or before the execution of this Agreement and the remaining 75% before the expiry of 1 year from the date of execution of this Agreement. Where this payment option is applied, the Developer agrees to pay interest (at a rate determined by the City's Director of Financial Services) on the outstanding balance.

4.1.4 DEVELOPER'S PAYMENT SCHEDULE

- | | | |
|----|--|----------|
| a. | Amount payable upon Agreement execution | \$ _____ |
| b. | Balance payable upon completion of City Power (reference Clause 4.1.2) | \$ _____ |
| c. | Balance payable upon completion of City Connection (reference Clause 4.1.2) | \$ _____ |
| d. | Balance payable one year from Agreement execution (reference Clause 4.1.3) | \$ _____ |
| e. | Interest costs related to Clause 4.1.3 payable one year from Agreement execution | \$ _____ |

4.1.5 The Developer shall provide to the City an Irrevocable Letter of Credit in a form satisfactory to the City and in the full amount of the unpaid balance under Clause 4.1.4 b, c, d, and e. Said Letter of Credit shall be effective for a period of one year and shall automatically renew for additional, successive, one year periods until the City authorizes its lapse in writing. The City may draw on the Letter of Credit should the Developer default in making payments stipulated under Clause 4.1.4. The Letter of Credit may be reduced as payments are made but must, at all times, cover the full unpaid balance previously referred to.

4.1.6 The outstanding costs referred to in Clause 4.1.4 are subject to, and the Developer agrees to pay, a 1½% per month interest penalty if not paid to the City within 30 days of the date they become due.

4.1.7 Where, as a result of a delay by the Developer, the City is required to construct services at a time other than the time for which work was originally scheduled, and such work is done, or expected to be done, under frozen ground conditions, or the delay is longer than three months, then the City, with prior notice to and approval of the Developer, shall be entitled to charge, and the Developer agrees to pay to the City, on demand, any increased costs incurred or estimated to be incurred by the City, to complete such construction.

When dealing with the City E. L. & P. Department, the increased cost will be based on an estimate basis only. If the Developer does not approve the cost increase, the City will not be obliged to proceed with construction until this matter is resolved to the satisfaction of both parties.

4.1.8 The City and the Developer agree that once the legal subdivision plan has been released for registration in the Land Titles Office, there will be no refund of monies paid to the City by the Developer, should the Developer fail to proceed with the approved Development, and such funds retained by the City shall be deemed to be liquidated damages, and not as penalty or forfeiture.

4.2 SUMMARY OF CITY COSTS

4.2.1	a.	Trunk Utilities (Schedule E)	\$ _____
	b.	Oversize Utilities (Schedule E)	\$ _____
	c.	Oversize Roadways (Schedule E)	\$ _____

		TOTAL PAYABLE BY THE CITY	\$ _____
--	--	---------------------------	----------

4.2.2 The City shall pay to the Developer 50% of the costs referred to in Clause 4.2.1 upon the execution date of this Agreement. The remaining 50% of the costs shall be paid upon issuance by the City of the applicable Construction Completion Certificate.

4.2.3

CITY'S PAYMENT SCHEDULE

Amount payable upon Agreement execution \$ _____

Balance payable upon issuance of
Construction Completion Certificate(s) \$ _____

PART FIVE - SECURITY REQUIREMENTS

- 5.1.1 The Developer shall, in order to ensure performance of its covenants and obligations under this Agreement, supply to the City on or before the date of this Agreement, security in the form of an Irrevocable Letter of Credit, or other security satisfactory to the City Solicitor. The Irrevocable Letter of Credit shall be effective for a period of one year and automatically renew for additional, successive one year periods until the City authorizes its lapse in writing. Security shall remain in effect until such time as the last Final Acceptance Certificate has been issued by the City pursuant to this Agreement.
- 5.1.2 The amount of security provided shall be 40% of the estimated construction cost of all Municipal Improvements to be installed by the Developer as per the estimate provided under Clause 2.12(e), but in no case shall said security be less than \$30,000. Said security may be reduced, as noted below, in three stages as construction is completed; but in no case shall the value of security be reduced below \$30,000.
- a. Upon issuance by the City of Construction Completion Certificates for water mains, sanitary sewers, storm sewers, and lot service connections, the security may be reduced to 15% of the estimated cost of these services, plus 40% of the estimated cost of the remaining Municipal Improvements;
 - b. Upon issuance by the City of Construction Completion Certificates for gravel lanes, sidewalks, curbs, gutters, catch basins, paved roads, paved lanes, and paved walkways, the security may be reduced to 15% of the estimated cost of the Municipal Improvements completed, plus 40% of the estimated cost of the remaining Municipal Improvements;
 - c. After issuance of all applicable Construction Completion Certificates and upon issuance of the last Construction Completion Certificate, the security may be reduced to an amount equalling 15% of the estimated cost of all of Municipal Improvements constructed under this Agreement. The reduced security amount shall remain in effect until such time as the last Final Acceptance Certificate has been issued by the City pursuant to this Agreement.
- 5.2 Notwithstanding Clauses 5.1.1 and 5.1.2, the Developer may proceed with construction entirely at his own risk without providing performance security if all other terms and conditions of this Agreement have been met and all provisions for securities and payments under Clause 4.1 have been made.

However, the City will not execute this Development Agreement, release the Plan of Subdivision, release any Building Permits, nor issue any Construction Completion Certificates until the required performance security is provided.

5.3

In addition to any other remedy the City may have available, the City may realize upon the security provided to it by the Developer:

- a. At any time during which the Developer is in default of the terms, conditions, and covenants herein contained for the purposes of completing the construction and installation of all Municipal Improvements not then complete;
- b. For the purposes of maintaining such Municipal Improvements as herein required to be maintained by the Developer;
- c. For payment of any amount owing to the City;
- d. For damages and extra costs incurred by the City.

PART SIX - ACCEPTANCE AND MAINTENANCE PERIODS

6.1 CONSTRUCTION COMPLETION CERTIFICATE

6.1.1 The Developer shall submit to the Engineer triplicate copies of the Construction Completion Certificate, duly signed by the Consulting Engineer for each Municipal Improvement completed. Application may be made for a group of Municipal Improvements (e.g. sanitary, storm, and water mains and services) at one time on the same form. The Certificate must be on a copy of the form provided in Schedule O. The Engineer shall make an inspection within one month from the date of receipt of the Certificate by the City, and if there are no defects or deficiencies apparent at that time, the City shall approve and return the Certificate and advise the Developer of the maintenance period. If, however, defects or deficiencies are apparent to the Engineer in the Municipal Improvement, the Certificate will be returned to the Developer unsigned with a report of the defects and deficiencies listed. The Developer shall then resubmit the Certificate in accordance with the above, once all defects and deficiencies have been corrected. The date of the Certificate shall be the date of submission or resubmission by the Developer.

6.1.2 As-constructed Plans shall be submitted within 90 days of the date of the Construction Completion Certificate. The parties hereto both acknowledge and agree that a Municipal Improvement shall be considered "complete" when the following conditions are met:

a. Sanitary Sewer Mains and Service Connections

All pipes are of proper specification and size, are laid to approved grades, are undamaged, and are free from obstructions and foreign matter. All manholes are completed with properly formed inverts and rims, and covers set to the approved design grade of the lane or road in which they are installed;

b. Storm Sewer Mains and Service Connections

All pipes are of proper specification and size, are laid to approved grades, are undamaged, and are free from obstructions and foreign matter. All manholes are completed with properly formed inverts and rims, and covers set to the approved design grade of the lane or road in which they are installed;

c. Water Mains and Service Connections

The water mains and service lines, as specified, have been laid to the approved grades, tested, inspected, and sterilized to the satisfaction of the Engineer, and are ready for the supply of water to the public; all the main and service valves, fire hydrants, and other appurtenances are operable and undamaged and at elevations which are satisfactory to the Engineer. All fire hydrants have been pumped to remove water from the barrels;

d. Gravelled Lanes

All lanes within the Development have been constructed to the proper cross section and grades in accordance with the Construction Drawings and Specifications, appurtenances have been adjusted, and drainage has been properly accommodated. All Municipal Improvements proposed for construction within the lanes, as a part of the Development, have been installed;

e. Sidewalks, Curbs and Gutters, and Catch Basins

All sidewalk, curbs, gutters, and catch basins have been constructed to the approved design grades and sections in accordance with the Construction Drawings and Specifications, and are free of damage;

f. Paved Roads, Paved Lanes, and Paved Walkways

All paved roads, lanes, and walkways have been constructed to the proper cross section and grade in accordance with the Construction Drawings and Specifications. All appurtenances have been adjusted to the proper grades and drainage has been properly accommodated. All Municipal Improvements proposed for construction within the roads, lanes, and walkway rights of way, as a part of this Development, have been installed. (Where approval is granted by the Engineer, the final 40 mm - 50 mm lift of asphalt may be delayed for a period of 1 year from the date of the Construction Completion Certificate.);

g. Parks, Boulevards, and Fencing

All public utility lots, boulevards, parks, playgrounds, school grounds, and recreational improvements shall have been properly constructed and/or properly graded, topsoiled, seeded, fenced, and planted; including but not limited to all Level One and Level Two Landscaping so designated in Schedule J and all forming, machinery, and stockpiles of surplus materials are removed and the site is in a tidy clean condition;

h. Electric, Light, and Power

Electrical distribution and streetlighting is completed and all cables and apparatus of proper specification and size are installed and set to approved grades, with properly terminated connections, and successful energizing of all cables and apparatus.

6.2 MAINTENANCE PERIODS

- 6.2.1 After the issuance of the Construction Completion Certificate, the Developer shall be responsible for any and all repairs and replacements to any Municipal Improvements which may become necessary from any cause whatsoever, up to the end of the maintenance periods stated in the said Construction Completion Certificate or up to date of issuance of the Final Acceptance Certificate, whichever occurs last.
- 6.2.2 If, during the maintenance period, any defects become apparent in any of the Municipal Improvements installed or constructed under this Agreement, and the Engineer requires repairs or replacements to be done, the Developer shall, within a reasonable time after notice, cause such repairs and/or replacements to be done.
- 6.2.3 The City will, from the date of the Construction Completion Certificate, flush and clean out the sanitary sewers and keep hydrants pumped as required in ordinary maintenance procedures. The cost of removing obstructions caused by gravel, rocks, or silt; which is other than that deposited from sewage; may be charged to the Developer and be paid upon demand. The City will, from the date of the Construction Completion Certificate, undertake to carry out normal snow removal and street sweeping operations as required in accordance with the current City policy. The Developer shall remove all dirt and debris from the streets and sidewalks upon 48 hours notice in advance of normal street sweeping operations.
- 6.2.4 The Developer shall be responsible for adjusting all hydrants, valve boxes, manholes, and catch basins to the final grades during and after construction of roads, sidewalks, and lanes, and maintaining the valves and appurtenances in an operating condition until such time as the Final Acceptance Certificate has been issued.
- 6.2.5 The Developer shall be responsible for the cost incurred by the City in adjusting the elevation of any electrical facility to correspond to the final grades that the roads, sidewalks, and lanes are constructed to, where the final grades vary from the grades initially approved on the plans, or as established in the field in accordance with Clause 2.27, until such time as the last Final Acceptance Certificate has been issued.

- 6.2.6 Maintenance (without limiting the generality of the term) for which the Developer shall be responsible, includes failure of or damage to underground utilities resulting from defective materials or improper installation; settlement of ditches; grading, gravelling, repairs, and/or replacement of road and lane surfaces, sidewalks, curbs and gutters, catch basins and leads; road surfaces, including the access roads enumerated herein; adjustment and repairs to water mains, main valves, water hydrants, hydrant valves, service lines, and valves and valve operating mechanisms, including the casings enclosing these mechanisms; repairs, replacements, and adjustments to sewer mains, sewer services, manholes, manhole frames and covers.
- 6.2.7 If the Developer fails to maintain any Municipal Improvement, or remedy or repair any deficiency or defect when given notice by the City within the time specified in the notice, the City, by its own Forces or by the services of an independent contractor, may effect such maintenance or repairs at the expense of the Developer, and the Developer shall make payment of all such costs to the City on demand.
- 6.2.8 The maintenance periods provided for in the Construction Completion Certificate shall be the following periods from the date of the Construction Completion Certificate, subject to these periods being extended pursuant Clause 6.3.

ITEM	MAINTENANCE PERIOD
a. Sanitary Sewers	Two Years
b. Storm Sewer	Two Years
c. Water Mains and Hydrants	Two Years
d. Gravel Lanes	Two Years
Includes adjustment and repair of manhole frames and covers, catch basins, catch basin leads, and valve boxes, and maintaining access to valve operating mechanisms.	
e. Sidewalks, Curbs, Gutters, and Catch Basins	Two Years

ITEM	MAINTENANCE PERIOD
f. Paved Roads, Paved Lanes, and Paved Walkways	Two Years
Includes adjustment and repair of manhole frames and covers, catch basins, catch basin leads, and valve boxes, and maintaining access to valve operating mechanisms. Where staged pavement construction is employed, the maintenance period will extend to one year after the completion of the final lift of asphalt.	
g. Electric, Light, and Power	Two Years
Two years maintenance required if the electrical system, including streetlighting, is installed by any contractor other than City Forces.	
h. Landscaping - Levels 1 and 2	One Year
Turf must be well established and have received a minimum of three grass cuttings; grass to be maintained between 50 mm and 100 mm in height.	

6.3 FINAL ACCEPTANCE CERTIFICATE

- 6.3.1 After the second spring thaw following the issuance of the Construction Completion Certificate for gravel lanes, the Developer shall reshape the lanes to design grades and slopes, gravel where considered necessary by the Engineer, repair and adjust manholes, hydrants and all valves, catch basins and catch basin leads. The Developer may then present the Final Acceptance Certificate to the Engineer for approval.
- 6.3.2 Two months before the expiration of the maintenance period for each of the Municipal Improvements; or earlier if weather conditions dictate; the Developer, following a complete inspection of the Municipal Improvements, shall submit to the City triplicate copies of the Final Acceptance Certificate, duly signed and stamped by the Consulting Engineer. The Certificate must be on a copy of the form provided in Schedule P. Within one month after receipt of the Final Acceptance Certificate, the Engineer shall make an inspection, provided weather conditions permit a proper inspection. Should weather conditions prevent a proper inspection within 30 days, the Engineer shall complete the inspection as soon thereafter as weather permits. If the inspection shows, to the satisfaction of the Engineer, that the utility or improvement is acceptable, the Engineer shall approve the Final Acceptance Certificate. If, however, defects or deficiencies are apparent to the Engineer in the Municipal Improvement, the Final Acceptance Certificate will be returned unsigned to the Developer with a report of the defects and

deficiencies listed. Following correction of the deficiencies by the Developer and inspection by the Consulting Engineer, the Final Acceptance Certificate shall again be presented to the City, and following a complete inspection and approval by the Engineer, the Final Acceptance Certificate will be issued. The Developer agrees that the maintenance period will extend beyond the periods outlined in Clause 6.2 until the Final Acceptance Certificate is approved by the Engineer.

6.3.3

The Developer agrees that after approval of the Final Acceptance Certificate has been given, the Developer shall have no further interest in the Municipal Improvements and the Municipal Improvements, together with the easements referred to in Clause 2.10 hereof, shall become the property of the City and/or the various utility companies referred to in Clause 2.10 without an additional expense. The Developer acknowledges and agrees that the City shall be entitled to protect the interest it has acquired hereunder to register this Agreement by filing a Caveat respecting same with the North Alberta Registration District Edmonton Land Titles Office.

PART SEVEN - DEFAULT

- 7.1 Should the Developer default in the performance of any obligation required under this Agreement, and where such default continues for a period of 30 days after the date upon which a notice in writing specifying such default has been mailed by the City to the Developer by prepaid post, the City may draw on, to the full extent of the Irrevocable Letter of Credit or other such security provided by the Developer.
- 7.2 The City shall not be under any obligation to complete all or any of the work required to be performed by the Developer pursuant to this Agreement.
- 7.3 The Developer agrees that until all his obligations under this Agreement have been carried out to the City's satisfaction, the acceptance by the City of the Development may be withheld.

PART EIGHT - ARBITRATION

- 8.1 Any matter in dispute relating to whether the Municipal Improvements, as constructed, meet the required specifications, may be submitted to arbitration at the request of either party. No one shall be nominated or act as arbitrator who is in any way financially interested in the conduct of the work or in the business affairs of either party.
- 8.2 A single arbitrator will be selected by mutual agreement between the parties hereto, and in the event that the parties cannot agree, each party shall appoint an arbitrator, and each such arbitrator so appointed shall appoint a third arbitrator within 14 days thereafter, and such persons so appointed shall constitute the Board of Arbitration, and the last person appointed shall act as Chairman thereof.
- 8.3 The decision of the single arbitrator or the majority decision of the three arbitrators shall be final and binding upon the parties. Agreement to submit to arbitration is to be construed as an integral part of this Agreement.

PART NINE - GENERAL CLAUSES

- 9.1 The Developer shall erect a sign at the entrance of the subdivision, which illustrates the proposed development plan and states that:

The public may obtain current information related to existing and proposed subdivision development in this area from the following sources:

- a. City By-laws and Inspections Department, 342-8190
- Zoning
- b. City Community Services Division, 342-8327
- Parks and Playgrounds
- c. Red Deer Regional Planning Commission, 343-3394
- Land Use and Transportation Network
- d. Red Deer School District No. 104, 343-1405
- Public School Sites
- e. Red Deer Catholic Board of Education, 343-1055
- Catholic School Sites
- f. Developer's Corporate Name, Phone Number
- Subdivision Servicing and Lot Sales

- 9.2 Any notice of commitment required under this Agreement shall be delivered or sent by prepaid registered mail addressed to the City at:

Director of Engineering Services
The City of Red Deer
Engineering Department
City Hall
4914-48 Avenue
Box 5008
RED DEER, ALBERTA
T4N 3T4

and addressed to the Developer at:

- 9.3 This Agreement may be amended only by memorandum in writing, duly executed by both parties hereto.
- 9.4 Time shall be of the essence in matters relating to this Agreement.
- 9.5 This Agreement does not constitute a Development Permit or any other permit of the City.
- 9.6 The Developer shall not assign its rights, duties, or obligations under this Agreement without the written consent of the City first having been obtained.
- 9.7 This Agreement shall be interpreted and carried out pursuant to the laws of the Province of Alberta.
- 9.8 Whenever the singular and masculine are used throughout this Agreement, it shall be construed to mean the plural and feminine where the context, or the party or parties hereto so require, and the rest of the sentence shall be construed as if the necessary grammatical changes thereby rendered necessary had been made.

IN WITNESS WHEREOF, the Developer and the City hereto have caused to be affixed their respective seals attested by the signatures of their respective seals, attested by the signatures of their respective duly authorized signing officers, as of the day and year first above written.

THE CITY OF RED DEER

BY:

MAYOR

CITY CLERK

DATE

CITY'S SEAL

DEVELOPER

BY:

AUTHORIZED SIGNING OFFICER

AUTHORIZED SIGNING OFFICER

DATE

DEVELOPER'S SEAL

PART TEN - SCHEDULES

- A. Submissions
- B. Appendix 1 - Development Location Plan (1:5000)
Appendix 2 - Approved Land Use By-law and Map
- C. Appendix 1 - Approved Subdivision Plan
Appendix 2 - Approved Utility Right of Way Plan
Appendix 3 - Sample Utility Right of Way Agreement Form
- D. Developer's Costs
- E. City's Costs
- F. Calculation of Costs to be Recovered from Future Developers
- G. Security Requirements
- H. Development Schedule
- I. Council Resolutions
 - Approval of Development Agreement
 - Land Use By-law Approval
- J. Letters Approving Landscaping Plans For:
 - Level One
 - Level Two
- K. Alternate Recreation Agreement
- L. Special Conditions
- M. Shallow Utility Alignment Approval
- N. Miscellaneous Approvals
 - 1. Super Mailbox Locations
 - 2. Fire Department Approval
 - 3. Bus Stop Locations
- O. Sample Construction Completion Certificate
- P. Sample Final Acceptance Certificate

SCHEDULE A
SUBMISSIONS

<u>Item</u>	<u>Date Submitted</u>	<u>Approved By</u>
1. Plans and Profiles	_____	_____
2. Construction Specifications	_____	_____
3. Geotechnical Report	_____	_____
4. Line Assignments:		
4.1 Northwestern Utilities	_____	_____
4.2 Alberta Government Telephones	_____	_____
4.3 Shaw Cable	_____	_____
4.4 Electrical, Light, & Power	_____	_____
5. Fire Department Approval	_____	_____
6. Parks Approval of Landscape Plans	_____	_____
7. Development Schedule	_____	_____
8. Mailbox Locations	_____	_____
9. Bus Stop Locations	_____	
10. Cost Estimates For:		
10.1 Electrical, Light, & Power	_____	_____
10.2 Developer's Costs for Municipal Improvements to determine Security Requirements	_____	_____
10.3 Recreation Levy or Alternate Recreation Agreement	_____	_____
10.4 Money in lieu of Reserve Dedication	_____	_____
11. Plans		
11.1 Approved Land Use Plan	_____	_____
11.2 Approved Tentative Plan of Subdivision	_____	_____
11.3 Utility Right of Way Plan	_____	_____

SCHEDULE B

Attached, as part of Schedule B, are the following:

Appendix 1 - Development Location Plan

Appendix 2 - Approved Land Use Plan

SCHEDULE C

Attached, as part of Schedule C, are the following:

Appendix 1 - Subdivision Plan

Appendix 2 - Utility Right of Way Plan

Appendix 3 - Sample Utility Right of Way Agreement Forms

SCHEDULE D

SUMMARY OF DEVELOPER'S COSTS

1. GENERAL

The Developer shall pay to the City the following sums arrived at by the calculations attached to this schedule.

2. DEVELOPMENT AREA

Gross Area _____ ha

Net Area _____ ha (see Schedule D, Appendix 1)

3. OFF-SITE CHARGES

Public Roadway _____ Basin \$ _____/ha x _____ ha = \$ _____

Water _____ Basin \$ _____/ha x _____ ha = \$ _____

Sanitary _____ Basin \$ _____/ha x _____ ha = \$ _____

Storm _____ Basin \$ _____/ha x _____ ha = \$ _____

Total Off-site Charges \$ _____

4. RECREATION CHARGE (see Schedule D, Appendix 2) \$ _____

5. BOUNDARY IMPROVEMENT CHARGES (see Schedule D, Appendix 3)

Roadways and Lanes \$ _____

Water \$ _____

Sanitary \$ _____

Storm \$ _____

Service Connections \$ _____

E. L. & P. \$ _____

Other \$ _____

Total Boundary Improvement Charges \$ _____

6. AREA IMPROVEMENT CHARGES (see Schedule D, Appendix 4)

Roads \$ _____

Water \$ _____

Sanitary \$ _____

Storm \$ _____

E. L. & P. \$ _____

Other \$ _____

Total Area Improvement Charges \$ _____

7. ELECTRICAL DISTRIBUTION/STREETLIGHTING COSTS \$ _____
(see Schedule D, Appendix 5)

8. ADMINISTRATION CHARGES (based on net development area of
_____ ha)(see Clause 2.6)

Residential
(\$1,400/ha x _____ ha) + (\$1100/ha x _____ ha) = \$ _____

Industrial/Commercial
\$1050/ha x _____ ha = \$ _____

OR

Minimum fee of \$2,000

Total Administration Charges \$ _____

9. SURVEY NETWORK CHARGES (based on net Development)

\$250/ha x _____ ha = \$ _____

10. CITY CONNECTION CHARGES (see Schedule D, Appendix 6) \$ _____

11. MONEY IN LIEU OF RESERVE DEDICATION \$ _____
(See Schedule D, Appendix 7)

12. TOTAL DEVELOPER'S COSTS \$ _____

SCHEDULE D

APPENDIX 1

1. Gross Area (as per Plan of Subdivision) _____ ha

2. Areas to be deleted from Gross Area:

Total Area to be Deleted _____ ha

3. Net developable area (1 - 2) _____ ha

SCHEDULE D

APPENDIX 2

DEVELOPMENT AREA CALCULATION FOR RECREATION CHARGE

1. Gross Area (as per Plan of Subdivision) _____ ha
2. Areas to be deleted from Gross Area:

Total Area to be Deleted _____ ha

3. Net developable area (1 - 2) _____ ha

4. Recreation Charge Rate \$ _____/ha

5. Recreation Charge

_____ ha x \$ _____/ha = \$ _____

OR insert letter from the Director of Community Services regarding recreation charges.

SCHEDULE D

APPENDIX 3

BOUNDARY IMPROVEMENT CHARGE CALCULATIONS

SCHEDULE D

APPENDIX 4

AREA IMPROVEMENT CHARGE CALCULATIONS

SCHEDULE D

APPENDIX 5

Insert letter from E. L. & P. for electrical distribution and/or streetlighting costs.

SCHEDULE D

APPENDIX 6

CITY CONNECTION CHARGE CALCULATIONS

SCHEDULE D

APPENDIX 7

CALCULATION OF MONEY IN LIEU OF RESERVE DEDICATION

Insert letter from Red Deer Regional Planning Commission.

SCHEDULE E

SUMMARY OF CITY'S COSTS

1. GENERAL

The City shall pay to the Developer the following sums arrived at by the calculations attached to this Schedule for construction of Municipal Improvements by the Developer on behalf of the City.

2. OVERSIZE IMPROVEMENT CHARGES (see Schedule E, Appendix 1)

a. Roadway \$ _____

b. Storm Mains \$ _____

c. Other \$ _____

Total Oversize Improvement Charges \$ _____

SCHEDULE E

APPENDIX 1

OVERSIZE IMPROVEMENT CALCULATIONS

SCHEDULE F

CALCULATION OF COSTS TO BE RECOVERED FROM FUTURE DEVELOPERS

SCHEDULE G
SECURITY REQUIREMENTS

1.0 **SECURITY REQUIREMENTS FOR MUNICIPAL IMPROVEMENTS
CONSTRUCTED BY DEVELOPER**

Estimated Cost of Construction Pursuant to Clause 2.12 e.:

	<u>ESTIMATED COST</u>
Water	_____
Sanitary	_____
Storm	_____
Services	_____
Streets	_____
Sidewalk, Curb and Gutter	_____
Lanes	_____
Landscaping	_____
Recreation	_____
Other (Specify)	_____
Contingencies	_____
TOTAL	_____

Security Requirements Pursuant to Clauses 5.1.1 and 5.1.2:

40% of Total Cost noted above
(minimum \$30,000)

2.0 **SECURITY REQUIREMENTS FOR UNPAID DEVELOPMENT COSTS**

Unpaid portion of Lighting
and Power Charge

Unpaid portion of City
Connection Charge

Unpaid portion of Off-site Levy

Total Security Requirement Pursuant to
Clause 4.1.6

SCHEDULE H
DEVELOPMENT SCHEDULE

SCHEDULE I

COUNCIL RESOLUTIONS

Insert copies of all Council Resolutions, i.e. zoning approval, approval of Development Agreement.

SCHEDULE J

Insert letter(s) from the Parks Department indicating approval of Level One and/or Level Two Landscaping requirements.

SCHEDULE K

Alternate Recreation Agreement, as per Clauses 2.21.1 and 2.21.2.

SCHEDULE L

SPECIAL CONDITIONS

Access roads which must be maintained by the Developer during construction:

Other Conditions

SCHEDULE M

SHALLOW UTILITY ALIGNMENT APPROVALS

Attached, as part of Schedule M, are letters for the following shallow utilities:

1. Northwestern Utilities Ltd.
2. Alberta Government Telephones
3. The City of Red Deer - Electrical, Light, and Power Department
4. Shaw Cablesystems Ltd.

SCHEDULE N

MISCELLANEOUS APPROVALS

1. Super Mailbox Locations
2. Fire Department Approval
3. Bus Stop Locations

SCHEDULE O

THE CITY OF RED DEER
PRIVATE DEVELOPMENT AGREEMENT

CONSTRUCTION COMPLETION CERTIFICATE

Subdivision Name _____

Developer _____

Private Development Agreement Dated _____

Contractor _____

Municipal Improvement(s) _____

Date of Application _____

I, _____ of the Firm _____ "Consulting Engineers", hereby certify that the Municipal Improvement noted herein is complete as defined by the Private Development Agreement, and constructed as far as can be practically ascertained according to The City of Red Deer's servicing standards.

I hereby recommend The City of Red Deer accept the Municipal Improvement noted herein and issue this Construction Completion Certificate.

DATE _____
Project Engineer (Consulting Engineer)

STAMP

DATE _____
Authorized City Inspector

Date Maintenance Period to Start _____

Date Maintenance Period to Expire _____

Approved/Rejected _____ DATE _____
Director of Engineering Services

Remarks _____

SCHEDULE P

THE CITY OF RED DEER
PRIVATE DEVELOPMENT AGREEMENT

FINAL ACCEPTANCE CERTIFICATE

SubdivisionName _____

Developer _____

Private Development Agreement Dated _____

Contractor _____

Municipal Improvement(s) _____

Date of Application _____

I, _____ of the Firm _____ "Consulting Engineers", hereby certify that as of the above date, the Municipal Improvement noted herein meets all of the requirements for final acceptance as specified by The City of Red Deer Private Development Agreement, and I hereby recommend this Municipal Improvement for final acceptance by The City of Red Deer.

_____ DATE _____
Project Engineer (Consulting Engineer)

_____ DATE _____
Signing Officer, Consulting Engineer

STAMP _____ DATE _____
Authorized City Inspector

Approved/Rejected _____ DATE _____
Director of Engineering Services

NOTE: The Consulting Engineer is to submit a new Final Acceptance Certificate when cause(s) for rejection have been corrected. See attached report for causes(s) for rejection.

I hereby certify that all items listed as reasons for rejection have been corrected.

_____ DATE _____
Project Engineer (Consulting Engineer)

DATE: March 20, 1990
TO: Engineering Department Manager
FROM: City Clerk
RE: STANDARD DEVELOPMENT AGREEMENT

Your report dated March 14, 1990 pertaining to the above matter was considered at the Council meeting of March 19, 1990 and at which meeting Council passed the following motion.

"RESOLVED that Council of The City of Red Deer hereby approves the standard development agreement for private subdivision developments in the City as presented to Council March 19, 1990 by the Engineering Department Manager."

The decision of Council in this instance is submitted for your information and implementation.

Trusting you will find this satisfactory.



C. SEVCIK
City Clerk

CS/jt

c.c. City Commissioner
Director of Community Services
Director of Financial Services
Director of Engineering Services
E. L. & P. Manager
Public Works Manager
Streets and Utilities Engineer
Design Administrator
City Solicitor