



**DEVELOPMENT AGREEMENT 2021**



**Development:**

**Developer:**

**Consultant:**

**Date:**

CITY OF RED DEER ENGINEERING SERVICES  
**REQUEST FOR CHANGE TO PUBLICATION FORM**

**PROCEDURE FOR COMPLETING THIS FORM:**

1. Complete the below 'Requested Publication Change' section. This 'Request for Change to Publication' form is to be included as a cover sheet for all requested changes to the City of Red Deer publication(s). Please use multiple Change Request Forms for multiple requests.
2. Complete the below 'Supporting Documents Checklist' section. Requested publication changes are to be accompanied by all required background information, rationale and supporting documents for the requested change. Request forms which are not accompanied by supporting documentation will be returned to the applicant without consideration.
3. Submit this completed form and all supporting documentation to City of Red Deer Engineering Services Mailbox (Engineering@reddeer.ca). The deadline for publication change requests is November 30<sup>th</sup> of each calendar year. Requests received after this date shall be deferred to the subsequent years' publication review.

**REQUESTED PUBLICATION CHANGE:**

DOCUMENT TITLE AND PUBLICATION DATE \_\_\_\_\_

SECTION NUMBER & NAME \_\_\_\_\_

SUB-SECTION NUMBER & NAME \_\_\_\_\_

REQUESTED BY: \_\_\_\_\_ DEPARTMENT: \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_ DATE REQUESTED: \_\_\_\_\_

**SUPPORTING DOCUMENTS CHECKLIST:**

- DESCRIPTION OF THE REQUESTED CHANGE:  
Provide a description of the problem, opportunity, or reason for the requested change. Include what the impact of NOT implementing the requested change will be.
- SOLUTION RECOMMENDED:  
Provide a redline markup or include a separate document showing the exact change(s) requested to the specified section of the publication.
- SUPPORTING DOCUMENTS:  
Include any other supporting document (including correspondence, technical information, product information etc.) that supports the rationale for the change being requested.

**REVIWER USE ONLY:**

REVIEWED BY \_\_\_\_\_ DATE REVIEWED \_\_\_\_\_

- REQUEST APPROVED
- REQUEST DENIED
- POSTPONED UNTILL NEXT YEAR
- MORE INFORMATION REQUIRED FROM APPLICANT

# **2021 Development Agreement Revisions**

## **General Revisions:**

1. Updated the template version number of all parts of the Agreement to V2021.0.
2. Replaced the term “Professional Engineer” with “Professional Member” in all Sections of the document

## **Part One, Memorandum of Agreement**

3. Section added for “Electronic Execution and Transmission of Agreement” to allow for agreements to be executed and scanned or otherwise signed electronically and delivered by electronic transmission.
4. City signature / authority changed from “Director of Development Services” to “General Manager or Engineering Services Manager”.

## **Part Two, General Conditions**

5. **Clause 2.2 General Conditions, Item .1 Default:** Added “Surety Bonds” to paragraph 1 as accepted form of Security.
6. **DA Amendment Template, Clause 1.1 Obligations of the Developer, Item .9:** Added “Surety Bond” as accepted form of Security.

## **Part Three, Obligations of the Developer**

7. **Clause 3.11 Soil Retaining Walls:** New Clause added for “Soil Retaining Walls” to the Agreement detailing the Developer’s obligations monitoring of retaining walls over 0.9m in height.
8. **Clause 3.18 Building Permits,** Item .1.7 edited requiring Plan of Subdivision, Utility Rights of Way (Easement) Plan, and Utility Rights of Way (Easement) Agreement to be registered with the Land Titles Office prior to building permit release.
9. **Clause 3.19 Water Main Commissioning:** New clause added requiring Water Mains to be CCC’d prior to commissioning by Environmental Services.
10. **Clause 3.26 Maintain and Provide Copies of Security:** Added “Surety Bonds” as accepted form of Security.

## **Part Five, Security Requirements**

11. **Clause 5.1 General, Item .1:** “Surety Bonds” added as accepted form of Security.

## **2021 Development Agreement Revisions**

12. **Clause 5.1 General, Item .3:** Item .3 added indicating that Surety Bonds are to be in conformance with the appended sample.
13. **Clause 5.1 General, Item .4:** Item .4 added indicating that the surety bond must be from a City approved surety provider with a minimum AM Best rating of A-.
14. **Clause 5.3 Security for Deferred Payments, Item .1:** “Surety Bonds” added as accepted form of Security.

### **Part Five, Appendix B, Surety Bond**

15. New Appendix B added to include Development Agreement Surety Bonds Sample.

### **Part Six, Construction Completion and Acceptance**

16. **Clause 6.3 Maintenance Periods;** Item .2 added indicating that the maintenance period for Permanent Thermoplastic Pavement Markings may be reduced to 2 years provided that the installation contractor assumes the maintenance responsibilities for the remaining 3 years of warranty and the Developer can present the City of Red Deer with a 5 year Plastic Pavement Marking Warranty signed by the installation contractor.
17. **Clause 6.4 Final Acceptance Certificate (FAC);** Item 6.4.8 added indicating that the Engineer will review the FAC applications within 45 days (consistent with CCC applications).

### **Part 6, Table 1 Maintenance Periods:**

18. **Item 1.3 Major Thoroughfare and / o r Subdivision Roadway Construction:** Minor edit to section note ii) for clarity.
19. **Item 1.7 Optional Enhanced Amenities:** Note i) added indicating that maintenance periods for Optional / Enhanced Amenities not listed in the maintenance period table will be determined on a case-by case basis.

### **Part Six, Form 1 CCC:**

20. **Part Six, Form 1, Construction Completion Certificate** – “Professional Engineer” changed to “Professional Member”.

### **Part Six, Form 2 FAC:**

21. **Part Six, Form 1, Final Acceptance Certificate** – “Professional Engineer” changed to “Professional Member”.

## 2021 Development Agreement Revisions

### Part Six, Form 3 Thermoplastic Warranty Sheet:

22. **Part Six, Form 3:** Added Form 3 – Thermoplastic Pavement Marking Warranty Sample

### Part Eight, Definitions and Rules of Interpretation

23. **Clause 8.1 Definitions and Rules of Interpretation; Item 16:** Text changes to definition of “Consulting Engineer”.
24. **Clause 8.1 Definitions and Rules of Interpretation; Item 49:** Definition for “Professional Engineer” removed and replaced with “Professional Member.

### Appendix A, Part Three, Development Levies / Charges / Costs:

25. **Item #1 Off-site Levy Rates:** Updated text in item 1 to reflect the current Off-site Levy Bylaw basin system.
26. **Item #2 Recreation Amenity Fund Fee:** Rate adjusted to \$15,285/ha
27. **Item #4 Entrance Sign (Feature) Maintenance Fee:** Removed references to specific types of Optional / Enhanced Amenities.
28. **Item #5 Decorative Sign Pedestals Maintenance Fee:** Removed references to specific types of Optional / Enhanced Amenities. Added new heading for Optional / Enhanced Amenity Maintenance Fees, and added not indicating that long term maintenance provisions will be determined on a case-by-case basis.
29. **Item #8 Land Value:** (Now #6) Updated Land Value to 2021, (rate unchanged).

### Appendix A, Part Four, Detailed Developer Cost Calculations:

30. **Item #8 Optional /Enhanced Amenities Maintenance:** Removed references to specific types of Optional / Enhanced Amenities. Added a general table for all Optional / Enhanced Amenity Maintenance Fees, and added a note indicating that long term maintenance provisions for optional / enhanced amenities will be determined on a case-by-case basis.
31. **Item #8 Optional /Enhanced Amenities Maintenance:** Removed reference to Wet Pond maintenance Fees. Moving forward the City will no longer be collecting maintenance fees from Developers for wet ponds which are in compliance with City of Red Deer and Provincial stormwater management guidelines. Maintenance Fees have been removed from Appendix A, Part Four of the Development Agreement.

## **2021 Development Agreement Revisions**

### **Appendix A, Part Five, Detailed Cost Calculations:**

32. There is no change shown in this section of the DA template however please be informed that the Off-site Bylaw no longer includes provisions for the construction (i.e. reimbursement) of neighborhood stormwater management facilities. Storm ponds are now the sole responsibility of the developer and the City will no longer make reimbursements for PUL lands, infrastructure, and landscaping and excavation costs relating to stormwater management ponds under this part of the DA.

### **Appendix B, Record of Submissions**

33. **Added Item 5;** Phase Geotechnical Update Memo - per Section 13 of the Design Guidelines

### **Appendix C, Approval Documents**

34. Amended the Appended Submission list to be consistent with Appendix B.

### **Appendix E, Part Two Security and Indemnity Documents**

35. Added "Surety Bond" as accepted Security

## **INDEX**

### **DESCRIPTION**

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**FORWARD**

SUBDIVISION

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DEVELOPER

---

CONSULTANT

---

GROSS AREA

---

NET AREA

---

DWELLING UNITS

---

DATED this \_\_ day of \_\_\_\_\_,

Between

**THE CITY OF RED DEER**  
(“The City”)

- AND -

**“NAME OF THE DEVELOPER”**  
(the "Developer")

- A. The Developer is, or is entitled to be, the registered and equitable owner of those lands situated in the City of Red Deer, Alberta, legally described as **[insert legal description]**, and shown in Appendix C, (the "Development").
- B. The Developer has submitted to The City’s Planning Department, and the Municipal Planning Commission has approved, a Plan of Subdivision which includes the Development; and
- C. The Developer, subject to the approval of the proper officials of The City, proposes to install and construct Municipal Improvements respecting the Development; and
- D. The Developer has submitted, and has received the Engineer's approval in principle of, Construction Drawings and Construction Specifications for the Municipal Improvements; and
- E. The Developer has confirmed receipt of approval and consent to construct the Municipal Improvements from all applicable provincial and federal government agencies and other third parties.

NOW THEREFORE the parties agree as follows:

**DOCUMENTS CONSTITUTING THE DEVELOPMENT AGREEMENT**

1. The following documents (collectively the “Development Agreement”) constitute and contain the terms and costs applicable to this Agreement:

Part One:	Memorandum of Agreement
Part Two:	General Conditions
Part Three:	Obligations of the Developer
Part Four:	Obligations of The City
Part Five:	Security Requirements
Part Six:	Construction Completion and Acceptance
Part Seven:	Supplementary Conditions
Part Eight:	Definitions
Appendix A:	Development Costs
Appendix B:	Record of Submissions
Appendix C:	Approval Documents
Appendix D:	Development Schedule
Appendix E:	Summary of Construction Costs and Security Amounts
	Approved Construction Drawings and Specifications

**ADDRESSES FOR NOTICES**

2. Any notice under the Agreement shall be delivered or sent by mail to the parties at the following addresses:

to The City at:

Attn: Engineering Services Manager  
The City of Red Deer  
City Hall  
Box 5008, 4914 – 48 Avenue  
Red Deer, AB T4N 3T4

and to the Developer at:

(by mail)  
Attn:

**ELECTRONIC EXECUTION AND TRANSMISSION OF AGREEMENT**

1. This agreement may be executed and scanned or otherwise signed electronically and delivered by electronic transmission and when so executed will be deemed an original and binding on the parties. This agreement may be executed in one or more counterparts, each of which taken together, shall constitute only one legal instrument.

IN WITNESS WHEREOF, the parties have caused this agreement to be duly executed as of the day and year first above written.

**[Insert: Name of Developer]**

By:

\_\_\_\_\_  
Name (Please print)

\_\_\_\_\_  
Authorized Signing Officer

\_\_\_\_\_  
Name (Please print)

\_\_\_\_\_  
Authorized Signing Officer

\_\_\_\_\_  
Date:

**Developers Seal:**

**The City of Red Deer**

By:

\_\_\_\_\_  
General Manager  
or  
Engineering Services Manager

\_\_\_\_\_  
Date:

**City's Seal:**

## **2.1 DEFINITIONS**

This Agreement shall be interpreted in accordance with the definitions set out in Part Eight, except where the context otherwise requires.

## **2.2 GENERAL CONDITIONS**

The following general conditions shall apply to this Agreement.

### **.1 Default**

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 the full extent of the Irrevocable Letter of Credit, Surety Bond or other such security provided by the Developer.

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.

The Developer agrees that until all its obligations under this Agreement have been carried out to The City's satisfaction, the acceptance by The City of the Development may be withheld.

### **.2 The City's Right To Do Work**

The Developer has agreed to construct the Municipal Improvements listed in Appendix E - Summary of Construction Costs and Security Amounts, in a timely manner and in accordance with the Development Schedule included in Appendix D.

Should the Developer fail to execute any part of the work to be undertaken as an obligation of this Development Agreement within 180 days ( $\pm 6$  months) of the time noted in the Development Schedule, The City, after 14 days written notice to the Developer, may without prejudice to any other remedy it may have, make good any deficiencies and may deduct the cost thereof from the security provided.

### **.3 The City's Right To Stop Work**

If, at any time, the Engineer is of the opinion that:

- a. there exists a danger to life or to property, or

- b. the work is not being completed in accordance with the Construction Specifications or Construction Drawings, or
- c. work proceeds before the Developer or Consulting Engineer receives a Notice to Proceed, then

The Engineer may issue a Stop Work Order to stop the construction and installation of the work. The Engineer may issue a Stop Work Order by hand to the Consulting Engineer at the Development. Should the Consulting Engineer be absent from the Development, the Engineer may issue the written order by firstly providing the Developer with notice of the order and secondly either posting a copy of the written order at the Development or hand delivering a copy to the Contractor or its agent at the Development. Without limiting The City's other remedies, any work completed while a Stop Work Order is in effect may be deemed to be unacceptable by the Engineer.

**.4 Arbitration**

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.

A single arbitrator will be selected by mutual agreement of the parties and in the event that the parties cannot agree, each party shall appoint an arbitrator, and each 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.

The decision of the single arbitrator or the majority decision of the Board of Arbitration shall be final and binding upon the parties. Agreement to submit to arbitration is an integral part of this Agreement.

**.5 Amendments to the Development Agreement**

- .1 Any amendment to this Agreement shall be in the form included at the end of this Part, duly executed by both parties hereto.
- .2 The Developer agrees that he shall obtain relevant amendments to this Agreement before doing any work that was not apparent to the parties prior to the execution of this Agreement or providing any work or materials for which The City is required to pay, either in whole or in part. The price for said work shall be mutually agreed upon by both parties before the work is started.

- .3 The City agrees to obtain relevant amendments to this Agreement before providing any work or materials for which the Developer is required to pay, either in whole or in part. The price for said work shall be mutually agreed upon by both parties before the work is started.

**.6 Changes (Revisions) to Approved Construction Drawings**

- .1 The approved Construction Drawings form an integral part of this Agreement.
- .2 The Consulting Engineer shall submit revised Construction Drawings if significant design changes are made following approval and submission of the original Construction Drawings and execution of the Development Agreement. Changes include revisions to drainage boundaries, pipe sizes, pipe or roadway grades, roadway cross-sections, pavement structures and / or other significant changes. All changes shall be identified on the original Approved Construction Drawings by crossing out the original information and adding the revised information (similar to the method used for preparing "Plan of Record" Drawings). A new drawing may be submitted if significant changes are being made.
- .3 If new drawings are required the Engineer shall notify in writing to the Consulting Engineering the need for them.
- .4 The Engineer must approve any significant changes to the Approved Construction Drawings. Changes deemed significant enough in the opinion of the Engineer may cause this Agreement to be formally amended.

**.7 Time**

Time shall be of the essence in matters relating to this Agreement.

**.8 Permits**

This Agreement does not constitute a development permit or any other permit of The City.

**.9 Assignments**

The Developer shall not assign its rights, duties, or obligations under this Agreement without the written consent of The City first having been obtained.

ENGINEERING SERVICES DEPARTMENT

**“Subdivision Name & Phase Number”  
Development Agreement No. 2013-000  
(the “Development Agreement”)**

**Amendment Number \_\_\_\_\_**  
(“this Amendment”)

DATED: \_\_\_\_ day of \_\_\_\_\_, 2013.

**The City of Red Deer**  
(“The City”)

- and -

**[Name of Developer]**  
(the “Developer”)

**1. DESCRIPTION OF AMENDMENT**

This Amendment modifies the Development Agreement as follows:

**1.1 Obligations of the Developer**

- .1 The Developer agrees to pay the additional development charges:
  - .1 calculated in attached amended Part 4 of the Development Agreement;
  - .2 as summarized in attached amended Part 2 of the Development Agreement.
- .2 The Developer agrees to construct the following Municipal Improvements:
  - a.
- .3 This Amendment revises the EL&P total costs table included in Appendix A - Part Four of the Development Agreement, as follows:
- .4 The Developer agrees to pay the revised deferred payment amount as calculated in attached amended Part 4.6 of the Development Agreement when the invoice is issued on completion of the work.

- .5 The Developer proposes to construct a Subdivision Entrance Sign at the following location(s):

a.

The Developer agrees to pay the Subdivision Entrance Sign Maintenance Fee as calculated in attached amended Part 4.7.1 of the Development Agreement.

- .6 The Developer proposes to construct the following Level Four - Enhanced Landscaping Amenities.

a.

The Developer agrees to pay the Level Four - Enhanced Landscaping Amenities Maintenance Fee as calculated in attached amended Part 4.7.2 of the Development Agreement.

- .7 The Developer proposes to construct the following miscellaneous construction (features).

a. Decorative Sign Pedestal (Cairn)

The Developer agrees to pay the associated Maintenance Fee for these miscellaneous features as calculated in attached Part 4.7.2 of the Development Agreement.

- .8 The Developer agrees to provide additional security as follows:

For this amendment, the existing security will be adjusted in conjunction with the issuance of C.C.C.'s based on the revised Security Amounts calculated in this Amendment.

OR

- .9 Prior to further construction, the Developer shall provide an original Irrevocable Letter of Credit or Surety Bond in form according with the Development Agreement, for the following additional security:

- . 10 Attached are submissions in support of and forming part of this Amendment.

## 1.2 **Obligations of The City**

- .1 The Developer has constructed and paid for the following Municipal Improvements on behalf of The City, pending budget review and approval.

- .2 The City has now received budget approval for the above noted work.

Accordingly, The City hereby agrees to reimburse the Developer for the following work:

a.

The costs to be reimbursed are summarized in attached Part 2.2 of this Amendment.

.3 Attached are submissions in support of and forming part of this Amendment.

## **2. GENERAL**

2.1 The parties agree to abide by the Development Agreement and this Amendment.

2.2 Except where otherwise expressly stated, words used in this Amendment shall have the meaning given them in the Development Agreement.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed as of the date first above written.

**[INSERT: NAME OF DEVELOPER]**

BY:

\_\_\_\_\_  
AUTHORIZED SIGNING OFFICER

\_\_\_\_\_  
AUTHORIZED SIGNING OFFICER

\_\_\_\_\_  
DATE

DEVELOPER'S SEAL

**THE CITY OF RED DEER**

BY:

\_\_\_\_\_  
GENERAL MANAGER / ENGINEERING SERVICES MANAGER

\_\_\_\_\_  
DATE

CITY'S SEAL

### **3.1 GENERAL**

- .1 The Developer shall complete the construction and installation of all Municipal Improvements within two years of the date of this Agreement, in accordance with the Construction Drawings and Construction Specifications and subject to the terms of this Agreement.
- .2 The Developer shall ensure that all work is competently designed and the construction is diligently pursued, under the supervision of the Consulting Engineer.
- .3 The City may require the Developer to provide “Plan of Record” costs in accordance with the current capital asset reporting requirements established by the Public Sector Accounting Board (PSAB), for all Municipal Improvements constructed under this Agreement. This information is to be provided, at the Developer’s cost, upon written request from the Engineer.

### **3.2 DESIGN GUIDELINES AND CONSTRUCTION SPECIFICATIONS**

- .1 The Developer acknowledges that it is familiar with The City's current Design Guidelines and Contract Specifications, and agrees that all materials installed and work performed under this Agreement shall conform to those standards, as amended. The Developer shall submit for approval, a complete set of Construction Drawings and Construction Specifications for all Municipal Improvements. The City's approval of these Construction Drawings and Construction Specifications does not relieve the Developer of its obligation to meet the minimum requirements of the Design Guidelines, Contract Specifications, and good engineering practice.

### **3.3 DEVELOPMENT LEVIES/CHARGES/COSTS**

- .1 The Developer agrees to pay to The City the Development Levies/Charges/Costs set out in the Appendices. Appendix A - Part One is intended to summarize the relevant Development Levies/Charges/Costs. Payment amounts are calculated by the Engineer.
- .2 The Developer agrees that The City is entitled to require the payment by the Developer to The City of the various sums prescribed in this Agreement, and further:
  - .1 that The City is fully entitled in law to recover from the Developer the sums specified in this Agreement;
  - .2 the Developer for itself and its successors and assigns hereby:

- .1 waives any and all rights, defences, actions, causes of action, claims, demands, suits and proceedings of any nature or kind, which the Developer has, or hereafter may have, against The City in respect to the Developer's refusal to pay the sums specified in this Agreement; and
- .2 releases and forever discharges The City from all actions, claims, demands, suits and proceedings of any nature or kind, which the Developer has, or may hereinafter have, against The City in respect to any right or claim for the refund or repayment of any sums paid by the Developer to The City pursuant to this Agreement.

### **3.4 PAYMENTS BY DEVELOPER**

- .1 The Developer shall pay in full to The City on or before the date of this Agreement, the Development Levies/Charges/Costs listed under Developer Costs in Appendix A- Part One – Item 1.3 “Net Cost Payable by Developer”.
- .2 Notwithstanding Clause 3.4.1, the Developer may defer part of the Off-site Levy payment as follows:
  - .1 The Developer may elect to pay 25% of the Off-site Levy on execution of this Agreement, and the remaining 75% before the expiry of one year from the date of this Agreement. Where the deferred payment option is chosen, the Developer agrees to pay interest on the outstanding balance at the current Alberta Capital Finance Authority (ACFA) 3 year rate plus 0.50%.
- .3 The Developer shall pay the EL&P Costs as detailed in Clause 3.7
- .4 The Developer may elect to pay 50% of the estimated cost of Work by City on Behalf of Developer on or before the execution of this Agreement. The final payment will be based on the actual cost of construction, plus a 10% fee to cover overhead, less the amount paid on signing this Agreement. Final payment will be invoiced when the work is substantially complete.
- .5 The Developer agrees to provide security for deferred payments as outlined in Clause 5.3 of this Agreement.
- .6 Invoices will be issued by The City for deferred payments. These amounts are subject to, and the Developer agrees to pay, a 1 ½ % per month interest penalty if not paid to The City within 30 days of the date they become due.
- .7 Where, as a result of a delay by the Developer, The City (Environmental Services) 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.

- .8 The Developer agrees 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 The City shall be entitled to apply such funds to damages and not as penalty or forfeiture.
- .9 Boundary and/or Oversize Improvements
  - .1 Where the Developer will benefit from Municipal Improvements (Area Road, Boundary, and/or Oversize Improvements) constructed by others, The City shall provide cost estimates or preliminary costs estimates included in other development agreements (or like documents) for the applicable improvements, the recovery of which will be included in this Agreement. The amount to be paid by the Developer will be included in Appendix A - Part Six - Boundary and/or Oversize Improvements Cost Recovery Calculations.
  - .2 Where the Developer is required to construct Municipal Improvements (Boundary, and/or Oversize Improvements) to benefit future development areas, the Developer shall provide cost estimates acceptable to the Engineer, for the applicable improvements, which will be included in this Agreement. The cost estimate should clearly distinguish the basic improvements costs from the oversizing cost component. The City will endeavour to assist in the recovery from future development areas the oversize costs as outlined in Part Four. The amount is calculated in Appendix A - Part Seven - Boundary and/or Oversize Improvements Future Cost Recovery Calculations (Endeavours to Assist).
- .10 Where the Developer is required to obtain a Crossing, Proximity, Ground Disturbance and/or Encroachment agreement, the Developer shall be responsible for payment of all application fees, advertising costs, extra costs, damage claims, and/or insurance costs related to the noted agreements.

### **3.5 GENERAL LANDSCAPING REQUIREMENTS**

- .1 The Developer shall provide Level One, Level Two, and Level Three Landscaping to the standards outlined in the Design Guidelines for medians, boulevards, utility lots, public reserve parcels, and buffer areas within the Development.
- .2 The Developer shall provide Level Four Landscape features in accordance with all written application approvals and discretionary standards provided to the Developer by the Recreation Parks and Culture (RPC) Manager and the Engineer.

The City will not consider or approve Level Four Landscape features unless the Developer has made adequate application for City approval prior to this Agreement. The Developer shall be responsible for all costs associated with the construction of Level Four Landscape features.

### **3.6 NEIGHBOURHOOD PARK SITE(S)**

- .1 The Developer shall be responsible for topsoil stripping, site grading, topsoil placement, and rough grading of the topsoil for the Neighbourhood Park Site(s) in accordance with the landscaping and site development plans approved by the Recreation Parks and Culture (RPC) Manager.
- .2 The City will arrange to complete the development of the Neighbourhood Park Site(s), or the RPC Manager may make arrangements with the Developer to have a qualified contractor complete certain portions of the work in accordance with approved drawings and standards.

### **3.7 ELECTRIC, LIGHT, AND POWER SERVICING AND COSTS**

- .1 The Developer shall make arrangements for the installation of street and walkway lighting and electrical distribution (excluding service leads) within the Development, as detailed in the Design Guidelines. The Developer shall make payments to The City as follows:

- .1 “Option One” – City Installation of Electric, Light and Power

If the Developer arranges for The City to complete the electric, light and power installations, the Developer may elect to pay as follows:

- a. Pay 100% of the Electric, Light, and Power Cost, including GST, on or before the execution of this Agreement. The Developer will be obligated to pay the difference between actual and estimated costs upon completion, or
- b. Pay 50% of the Electric, Light, and Power Cost, including GST, on or before the execution of this Agreement, and the remaining 50% upon invoicing when the work is substantially complete.
- c. EL&P costs to be paid by the Developer are determined as follows:
  - i. For construction started between May 1 and October 14, the EL&P cost will be the cost quoted in the letter provided by EL&P (copy included in Appendix A – Part Four). The amount quoted will be charged regardless of the actual construction costs. The amount quoted is an estimate only. The Developer shall be responsible to pay the cost of the actual work done by

the EL&P, which may be higher than the estimates.

- ii. For construction started between October 15 and April 30, the EL&P cost will be based on the actual cost to complete the work. This charge will be invoiced as a lump sum with no detailed cost breakdown provided. (Developers may make a special request to be charged a firm cost during this period. This request must be made before construction commences).

#### “Option Two” – Contractor Installation of Electric, Light and Power

If the Developer arranges for a contractor to complete the electric, light and power installations, the Developer agrees to pay to The City all costs of electric, light and power inspection by The City’s Inspector(s), and the costs of any or all electric, light and power work which The City reserves the right to perform or correct itself for safety and security reasons. Payment for inspection services and City EL&P work shall be made as outlined in Option One.

- .3 The costs for either EL&P “Option” shall be as set out in Appendix A - Development Costs.
- .2 EL&P will not thaw the ground for digging URD and streetlight trenches to service URD Subdivisions. EL&P will make every attempt to complete projects under winter conditions, but if in EL&P’s sole discretion EL&P feels work cannot be continued, the job will be shut down until the next spring, or until the Developer can arrange to have the ground thawed.
- .3 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 metres 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 Electric, Light, and Power work forces shall be at the discretion of The City, having regard to its commitment to other projects.

### 3.8 TESTING REQUIREMENTS

- .1 The Developer shall, at its expense, appoint an accredited material testing firm to act on behalf of the Consulting Engineer and to supply to the Engineer such information on construction materials and procedures as required by the Consulting Engineer and as specified in the Design Guidelines and Contract Specifications. In general and without limiting the foregoing requirements, the Developer shall supply to the Engineer, copies of the following test results:
  - .1 leakage tests on all pressure water mains;

- .2 bacteriological tests of water samples; and
  - .3 asphalt mix design, concrete mix design, control tests during construction, and core test results.
- .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. The Developer shall be required to undertake and pay for all third party testing or technical review of the proposed material, to the satisfaction of the Engineer.
  - .3 The Developer shall advise all contractors and lot purchasers that they must use alkali-resistant materials for concrete basements and foundations, unless specific site tests indicate that this is not necessary.
  - .4 The Developer agrees that in any area where it has pre-graded and filled a site with material to a depth of greater than 1.2 metres above the original ground level, it shall inform all purchasers of lots in that area of the depth of fill on such lots.

### **3.9 FRONT STREET / PRIMARY ACCESS SERVICING**

- .1 As a condition of this Development Agreement, the Developer agrees to apply the following specified construction and maintenance procedures for areas where front street or primary access servicing occurs in addition to the standard procedures for construction and maintenance as detailed in the City of Red Deer Design Guidelines and City of Red Deer Contract Specification. The Developer also agrees to the extended maintenance periods for areas with front street/primary access servicing. The roadways for which the Front Servicing / Primary Access Servicing construction methods and maintenance periods apply (if any) will be identified in Part Seven (Supplementary Conditions).
- .2 The Developer shall provide full time inspection during backfilling operations. Written certification of the compaction, stamped and sealed by a Professional Member licensed to practice in the Province of Alberta, is to be provided to the City of Red Deer at the time of application for the Construction Completion Certificate for the deep underground utilities and lot services.

#### **3.9.1 MAINTENANCE PERIODS AND PROCEDURES**

- .1 The maintenance period for Gravel Base, Catch Basins and Concrete work, including separate sidewalks, shall be four (4) years. If settlement occurs within the road right-of-way after the final lift has been constructed and prior to the issuance of the Final Acceptance Certificate for the final lift of asphalt, the maintenance period for Gravel Base, Catch Basins and Concrete work, including

separate sidewalks shall be extended to coincide with the maintenance period of the final lift of asphalt.

- .2 The maintenance period for the initial lift of asphalt shall be two (2) years.
- .3 The final lift of asphalt may be constructed once the following conditions are met:
  - i. Two (2) years have passed from the completion of the initial lift of asphalt. The date of completion for the initial lift of asphalt will be considered to be the date of inspection noted on the Construction Completion Certificate inspection report that has been signed by both the City's Development Inspector and the Developer's representative.
  - ii. 75% of the houses in the phase have been constructed to a weather-tight state.
  - iii. The Final Acceptance Certificate inspection of the initial lift has been performed and all deficiencies have been rectified to the satisfaction of the City of Red Deer.
- .5 If settlements occur after the final lift of asphalt has been constructed and prior to the issuance of the Final Acceptance Certificate for the final lift of asphalt, the Developer will be responsible to correct any asphalt deficiencies, which may include, but is not limited to, milling and overlays as well as the correction of any concrete curb or sidewalk deficiencies to the satisfaction of the City of Red Deer.
- .6 The maintenance period for the final lift of asphalt shall be two (2) years. This maintenance period shall be extended by an additional two (2) years if the Final Acceptance Certificate inspection for the initial lift of asphalt has not been completed and/or all deficiencies have not been rectified to the satisfaction of the City of Red Deer prior to construction of the final lift of asphalt.
- .7 Once four (4) years from the date of construction of the initial lift of asphalt paving has passed, the final lift of asphalt shall be constructed regardless of the number of houses that have been constructed to date. The date of construction of the initial lift of asphalt will be considered to be the date of inspection noted on the Construction Completion Certificate inspection report that has been signed by both the City's Development Inspector and the Developer's representative.

### **3.10 CLOSED CIRCUIT TELEVISION (CCTV) VIDEO CAMERA INSPECTIONS**

- .1 The Developer shall be responsible for providing and paying for all CCTV inspections of the sanitary and storm sewers in the phase covered by this Development Agreement in accordance with the current City of Red Deer Contract Specifications, including the re-camera of mains due to identified deficiencies or improper flushing, prior to application for both the Construction

Completion Certificate (CCC) and the Final Acceptance Certificate (FAC) for sanitary and storm sewers.

- .2 The Developer shall submit the CCTV video and reports to Engineering Services, in accordance with the City of Red Deer Contract Specification, for review and acceptance. The video and reports shall be submitted not more than 3 weeks following an initial CCC or FAC inspection or following any subsequent partial re-inspections being performed due to deficiencies.

### **3.11 SOIL RETAINING WALLS**

- .1 The Developer shall be responsible for providing and paying for all 3D scans for soil retaining walls over 0.9m in height in accordance with the City of Red Deer Contract Specifications. This includes a wall scan or Engineer approved alternative prior to application for both the Construction Completion Certificate (CCC) and Final Acceptance Certificate (FAC) for the retaining wall.
- .2 The Developer shall submit the 3D wall scans(s) to Engineering Services for review and acceptance. The 3D wall scans shall be submitted not more than 3 weeks following the initial CCC of FAC inspection or following any subsequent partial re-inspection being performed due to deficiencies.

### **3.12 DEVELOPMENT AGREEMENT SUBMISSIONS**

- .1 The Developer shall have conveyed to the Engineer for preparation of this Agreement the plans and information listed in Appendix B.

### **3.13 TRAFFIC CONTROLS (PAVEMENT MARKINGS, SIGNAGE)**

- .1 The Developer is responsible for the design, supply, and installation of the required pavement markings, traffic control signs, street name identification signs, Subdivision Map Signs, and Subdivision Information Signs. Information to be displayed on the map and information signs is detailed in Section 1 of the Design Guidelines.
- .2 The Developer shall arrange for completion of traffic controls including, without limitation, pavement markings and signage, in accordance with one of the following options:
  - .1 Option One – City Completes Traffic Controls, Markings, Signage

The Developer shall arrange with The City for the supply and installation of the work and pay to The City the costs of such work. (Work Order to be signed at the Public Works Office) as part of Work by City on Behalf of the Developer.

Cost quotations provided by Public Works (included in Appendix A – Part Four) are estimates only. Where costs relate to work to be completed by City forces, the Developer shall be responsible to pay the costs of the actual work done by the City, which may be higher than the estimates.

.2 Option Two – Contractor Completes Traffic Controls, Markings, Signage

The Developer shall have a qualified contractor complete the work in conformance with The City’s Design Guidelines and Contract Specifications. The Developer shall provide security for this work, pursuant to Part 5, Clause 5.2.

.3 When access is required from a private site onto a public road, the following will apply:

- .1 provisions such as medians, pavement markings and traffic control signage may be required on private property to properly direct traffic onto City roads;
- .2 the Developer must submit detailed design drawings, stamped by a Professional Member, of all access intersections for review and approval by The City;
- .3 no public use of private accesses will be allowed until pavement markings, signage and signals, if applicable, have been installed at the access intersections in accordance with the approved drawings; and
- .4 traffic control provisions on private accesses will not be included in applications for a Final Acceptance Certificate. The Developer is responsible for on-going maintenance of private access traffic controls.

### **3.14 UTILITY RIGHTS OF WAY**

- .1 The Developer shall grant to The City such utility rights of way or easements as are required to install, replace, maintain, and repair Municipal Improvements within the Development, and further agrees to execute and deliver to The City all signed agreements and documents as may be required to give effect to such grants. The City’s standard Utility Rights of Way Agreement form is appended at the end of the Part as Form 1. The City reserves the right to amend the wording of its standard agreements from time to time, and further may require the Developer to enter a specific form of Rights of Way or Easement Agreement depending on the circumstances.
- .2 The Developer shall be responsible to provide for the installation of and payment for the services provided by all utility companies.

### **3.15 CITY CONNECTIONS**

- .1 The Developer may not make connections to The City's Lateral Sewer/Water System and Trunk Storm, Sanitary, and Water respectively nor extend City roadways to the Development without prior written consent of the Engineer.
- .2 The Developer shall pay to The City the cost for completing any connections as set out in Appendix A – Development Costs.
- .3 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.

### **3.16 USE OF PUBLIC RIGHTS OF WAY**

- .1 When The City grants approval for the Developer to make connections to existing Trunks or mains, including service connections, in rights of way at the boundary of the Development, The City grants the Developer the right to excavate in the said rights of way in order for the Developer to make the approved connections. The Developer agrees to restore the rights of way to the pre-existing conditions (i.e. gravel lane, paved roadway, etc.).
- .2 The Developer shall identify applicable sections of rights of way, including any existing improvements, on the Construction Drawings. A plan of construction activities including a plan of restoration shall be submitted to the Engineer. The Developer shall submit supporting cost estimates that include any restoration costs in the construction cost for service connections.
- .3 Any required rights of way restoration, as determined by the Engineer, shall be completed by the Developer as soon as reasonably possible, but no later than 30 calendar days following the Developer's connections.
- .4 Following completion of the connections, including repairs of the surface, the Developer shall submit a Construction Completion Certificate certifying completion of the repairs within the boundary right of way.
- .5 After the issuance of the Construction Completion Certificate, the Developer shall be responsible for any and all repairs and replacements to any Municipal Improvements or public rights of way which may become necessary from any cause whatsoever, up to the end of the maintenance period stated in the said Construction Completion Certificate and until the issuance of the Final Acceptance Certificate by the Engineer.

### **3.17 BUILDING GRADE CERTIFICATES**

- .1 Prior to the issuance of a Construction Completion Certificate for water, sanitary, and storm services, the Developer shall provide to The City the relevant Building Grade Certificate for each lot in the Development. This information shall be provided in the form indicated in the current Design Guidelines and include Plan of Record information.

### **3.18 BUILDING PERMITS**

- .1 The Developer acknowledges and agrees that no Building Permits will be issued by The City until:
  - .1 this Agreement has been duly executed by both the Developer and The City, and all monies and securities due under the Agreement have been provided;
  - .2 water, sanitary sewer, and storm sewer mains and services have been constructed to each lot and are commissioned and operational in accordance with the Construction Drawings and Specifications to the satisfaction of the Engineer;
  - .3 Building Grade Certificates for each lot in the Development have been provided to and accepted by the Engineer;
  - .4 the required water leakage test and certified negative bacteria test have been performed for the water distribution system, including service connections to property line and satisfactory results have been provided to the Engineer;
  - .5 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;
  - .6 vehicular access, including temporary road signage, is provided to the satisfaction of The City's Fire Marshal (confirmed in writing); and
  - .7 the Plan of Subdivision, Utility Rights of Way (Easement) Plan, and Utility Rights of Way (Easement) Agreement have been registered at the Land Titles Office.

### **3.19 WATER MAIN COMMISSIONING**

- .1 Prior to Environmental Services commissioning water mains in a new development, the Developer shall obtain a Construction Completion Certificate for the Water Mains. The Engineer may defer the submission of the underground Plan of Record until approval of the Construction Completion Certificate for Sanitary Mains or Storm Mains, whichever comes first.

### **3.20 CONSTRUCTION INSPECTION**

- .1 The Developer agrees to The City's appointment of a City Field Inspector to act on behalf of The City in checking that construction is in accordance with the approved drawings, specifications, and this Agreement. The Developer acknowledges and agrees to be responsible for the costs of such monitoring and the general costs associated with review and approval of Construction Specifications and Construction Drawings, the recording of Plan of Record Drawings, and preparation of this Agreement. The cost of such services are incorporated in the General Administrative Fee.
- .2 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. Without limiting any other available remedies of The City, in the event that design, installation, and/or materials of the Development fail to conform to the minimum standards as laid out in the Design Guidelines, Construction Specifications, and/or Construction Drawings, the Engineer may refuse to accept the Municipal Improvements in question, reject application for the Construction Completion Certificate, and withhold any or all Building Permits.
- .3 The City is not liable for any damages or claims by the Developer for delays resulting from any inspection. The Engineer's acceptance or lack of comment regarding construction of the Municipal Improvements shall not relieve the Developer of its responsibility for completing the work in accordance with the Construction Drawings and Construction Specifications.

### **3.21 DEVELOPMENT SCHEDULE**

- .1 The Developer has provided a schedule for the construction of all Municipal Improvements associated with the Development. The schedule has been included in Appendix D.
- .2 The Developer shall give a minimum of two weeks advance notice to the Engineer for commencement of City force's work related to service connections, electrical distribution, painted pavement markings and signage installations 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.

- .3 The Developer shall provide a minimum of two days notice to the Engineer prior to commencing construction of any Municipal Improvement.
- .4 The Developer shall give notice to the Engineer of any change in the construction schedule, as soon as the change occurs. Revised copies of the construction schedule shall be forwarded to all concerned parties, including shallow utility companies. The City shall be entitled to charge, and the Developer agrees to pay to The City, on demand, any increased costs incurred by The City resulting from change by the Developer in the construction schedule.

### **3.22 ACCESS TO SITE**

- .1 The Developer shall provide adequate access to the Development for construction, police, fire, ambulance, garbage removal, etc. at all times, during and after construction until the Construction Completion Certificate for paved roads and sidewalks has been issued by the Engineer.
- .2 The Developer shall construct and maintain temporary access roadways to the Development as specified in Appendix C or as directed by the Engineer.
- .3 The Developer shall maintain temporary roadways until such time as adequate alternate access is provided to the satisfaction of the Engineer.
- .4 The Indemnity and Insurance provisions outlined in this Part Three shall apply to all temporary roadways.

### **3.23 MAINTENANCE BY DEVELOPER**

- .1 The Developer shall operate and maintain each Municipal Improvement covered under this Agreement during and following construction until the Construction Completion Certificate for that improvement has been issued by the Engineer.
- .2 The Developer shall maintain each Municipal Improvement covered under this Development Agreement following issuance of the Construction Completion Certificate until the last Final Acceptance Certificate for that Municipal Improvement has been issued by the Engineer.
- .3 Maintenance for which the Developer shall be responsible includes, but is not limited to the following:
  - .1 failure of, or damage to, all Municipal Improvements resulting from defective materials or improper installation;

- .2 adjustments and repairs to water mains, hydrants, valves, and service lines;
- .3 repairs, replacements, and adjustments to sewer mains, sewer services, manholes, catch basins, catch basin leads, and frames and covers;
- .4 grading, gravelling, repairs, and/or replacement of road and lane surfaces, sidewalks, curbs and gutters, and temporary access roads;
- .5 re-grading of drainage course, swales, or ditches;
- .6 empty garbage receptacles, repairs or replacement of any damaged facility and watering; and
- .7 repairs, replacement and adjustments to painted and thermoplastic pavement markings and signs

If, during the maintenance period as defined in Part Six, any defects become apparent in any of the Municipal Improvements installed or constructed under this Agreement, and the Engineer requires repairs, replacements, and/or adjustments to be done, the Developer shall, within a reasonable time after notice, cause such repairs, replacements, and/or adjustments to be done.

- .4 The Developer shall take effective means to control dust, dirt, noise, or any other annoyance originating within the Development from development work and construction procedures, including building contractors, until the Final Acceptance Certificate for paved roads and gravel lanes has been issued by the Engineer. The Developer shall take effective remedial measures within 48 hours of notification from the Engineer with regard to complaints of dust, dirt, noise, or other annoyance.
- .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 of roads, sidewalks, lanes, PUL's, and MR's, where the final grades vary from the grades initially approved on the plans, or as established in the field.
- .6 If the Developer fails to maintain any Municipal Improvement, or remedy any annoyance, 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 the work noted at the expense of the Developer, and the Developer shall make payment of all such costs to The City on demand.

### **3.24 INDEMNITY**

- .1 The Developer shall indemnify and save harmless The City, its officers, employees, and agents from, of, and against all claims, proceedings, demands,

damages, actions, judgments 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 respecting the Development and any work or act committed or omitted by the Developer in performance of this Agreement.

### **3.25 INSURANCE**

#### **.1 The Developer**

Without in any way limiting the obligations or liabilities of the Developer, the Developer shall provide and keep in force during the term of this Agreement insurance policies acceptable to and approved by The City. The insurance policies shall be maintained until the date of issuance of the last Final Acceptance Certificate. This protection shall include, but not be limited to the Developer's contingent liability with respect to the activities of anyone, including contractors and subcontractors, or anything done pursuant to this Agreement. The Developer will furnish the following insurance with limits not less than that drawn hereunder:

- .1 commercial / general liability insurance in an amount not less than \$2,000,000 per occurrence;
- .2 automobile liability insurance in an amount not less than \$2,000,000 per occurrence;
- .3 excess / umbrella liability insurance in an amount not less than \$2,000,000 per occurrence and
- .4 the Developer shall be solely responsible for payment of every deduction amount provided in any policy of insurance furnished pursuant to this Article. Any deductible amount must be disclosed by the Developer and stated on the certificate upon submission.

The City of Red Deer shall be named as an additional insured with respect to coverage under such policies in respect of this Agreement.

The City of Red Deer shall be named as a Certificate Holder and be provided with 30 days written notice of cancellation or material change applicable to the coverage provided in the noted policies.

The Developer shall submit evidence of insurance coverage as outlined in Part 3, Article 3.21.1.1-3 and in the form shown in Part 3, Form 2. Evidence of insurance is required at the time of execution of this agreement.

**.2 The Contractor(s)**

The Developer shall provide a copy/copies of the Certificate(s) of Insurance showing evidence of satisfactory insurance coverage between the Developer and the Contractor(s). The Certificate(s) shall name the Developer, the Consultant, and The City of Red Deer as additional insured with respect to every Contractor contract with the Developer.

A sample Certificate of Insurance is included as Form 2 at the end of this Part.

**3.26 MAINTAIN AND PROVIDE COPIES OF SECURITY**

.1 The Developer shall provide a signed original of every Irrevocable Standby Letter of Credit, Surety Bond and other form(s) of security required pursuant to Part Five of this Agreement.

**3.27 WORKERS' COMPENSATION INSURANCE**

.1 The Developer shall comply with the requirements and regulations under The Workers' Compensation Act and shall arrange such insurance as required by that Act. The Developer shall comply with the requirements and regulations under The Occupational Health and Safety Act.

**3.28 PLAN OF RECORD DRAWINGS**

.1 The Developer shall transcribe on a set of construction drawings the Plan of Record information as actually measured in place after construction. This information is to be submitted using the standard engineering symbols and format in accordance with the procedure outlined in the Design Guidelines, and to the satisfaction of the Engineer.

**THE LAND TITLES ACT**  
**UTILITY RIGHT-OF-WAY**

**[GRANTOR]**, of \_\_\_\_\_, in the Province of Alberta (hereinafter referred to as the “GRANTOR”), being the registered owner of an estate in fee simple, subject however to such encumbrances, liens, and interests as are registered upon title as of the date of this Agreement, in all that certain tract of land situated in the Province of Alberta and legally described as follows:

***[LEGAL DESCRIPTION]***

EXCEPTING THEREOUT ALL MINES AND MINERALS

(hereinafter referred to as the “LANDS”);

**DOES HEREBY** in consideration of the sum of one (\$1.00) dollar (the receipt and sufficiency of which is hereby acknowledged) paid to the GRANTOR by the **CITY OF RED DEER** (hereinafter referred to as the “GRANTEE”), and in consideration of the covenants contained within this Agreement, do hereby grant, convey, transfer and set over to and unto the GRANTEE, its servants, agents, contractors, successors, assigns and licensees, the right, license, liberty, privilege and easement across, over, under, on and through that portion of the LANDS described as follows:

ALL THAT PORTION OF THE SAID LANDS WHICH LIES WITHIN THE LIMITS OF RIGHT OF WAY PLAN \_\_\_\_\_, CONTAINING \_\_\_\_\_ HECTARES (\_\_\_\_\_ ACRES) MORE OR LESS  
***[IF YOU USE THIS OPTION, DO NOT ATTACH A DIAGRAM]***

**OR**

***[METES AND BOUNDS DESCRIPTION MUST BE INSERTED]***  
as more particularly shown within Schedule “A” attached hereto

**OR**

as more particularly shown within Schedule “A” attached hereto ***[UNLESS AGREEMENT SHALL BE REGISTERED BY CAVEAT ONLY, IN WHICH THE RIGHT OF WAY MAY BE DEFINED BY REFERENCE TO THE DIAGRAM IN SCHEDULE “A”]***

(hereinafter referred to as the “RIGHT-OF-WAY”), for the laying down, installing, constructing, operating, inspecting, maintaining, repairing, altering, removing and reconstructing from time to time sanitary sewer, storm sewer, drainage, water, gas, electrical, telephone, telecommunications, and cable television lines, services, or distribution systems, together with any and all appurtenances incidental or necessary in relation thereto, together with the right of ingress and egress over the LANDS with vehicles, supplies and equipment for all purposes useful or

convenient in connection with or incidental to the exercise and enjoyment of the rights and privileges granted within this Agreement, on the following terms and conditions:

1. The term of the Agreement shall be for so long as the GRANTEE, or its successors, assigns and licensees, shall require the use and enjoyment of the rights and privileges granted within this Agreement.
2. The GRANTOR hereby grants to the GRANTEE, during the installation, construction, maintenance, repair, replacement or removal of any of the above-named lines, services or systems, the right to use as a working area an additional portion of the LANDS, not exceeding an additional \_\_\_\_\_ (\_\_\_\_\_) meters in perpendicular width and parallel to the RIGHT-OF-WAY (hereinafter referred to as the "WORKING AREA"), which WORKING AREA may be located along [***NORTH/SOUTH/EAST/WEST BOUNDARY OF OR ONE OR BOTH SIDES OF***] the RIGHT-OF-WAY. The GRANTEE shall be entitled to use the WORKING AREA for all purposes in connection with the laying down, installation, construction, operation, inspection, maintenance, repair, replacement and removal of the lines, services or systems.
3. From and after the execution of this Agreement, the GRANTEE, its agents, employees, contractors and licensees shall be entitled to enter upon the LANDS and occupy the RIGHT-OF-WAY and the WORKING AREA, with or without vehicles and equipment, for the purposes of exercising the rights and privileges granted to the GRANTEE under this Agreement.
4. The GRANTOR shall not without the prior written consent of the GRANTEE, excavate, drill, install, erect, or permit to be excavated, drilled, installed or erected on, over, under or through the RIGHT-OF-WAY any pit, well, foundation, pavement, building, fence, sidewalk, or other structure or installation of any kind whatsoever, but otherwise the GRANTOR shall have the right fully to use and enjoy the LANDS, including the RIGHT-OF-WAY and the WORKING AREA, so long as such use and enjoyment does not interfere with or detract from the exercise and enjoyment of rights and privileges granted to the GRANTEE.
5. The GRANTEE shall have the right to do all such acts and execute all such documents in order that it may obtain registration of its interest in the LANDS pursuant to this Agreement subject only to the non-financial encumbrances existing on the title to the LANDS as of the date of the Agreement. The GRANTOR shall do such acts and execute all such other documents as may be required by the GRANTEE in order to give effect to the terms, covenants and conditions contained within this Agreement.

6. The GRANTEE shall have the right to do whatever may be requisite for the enjoyment of the rights herein granted, including, but not limited to, the right to clear the RIGHT-OF-WAY and WORKING AREA of timber or brush.
7. The GRANTEE shall indemnify and save harmless the GRANTOR from any and all liabilities, damages, costs, claims, suits or actions caused by or resulting from the construction, operation, maintenance and/or repairs of the said lines, services or systems and/or any related fixtures and appurtenances affixed to the RIGHT-OF-WAY, other than those resulting from the negligence or willful act of the GRANTOR, its employees, agents, tenants, licensees, invitees and those for whom the GRANTOR is responsible in law.
8. The GRANTEE shall install, construct, operate and maintain any utility lines, services or systems constructed within the RIGHT-OF-WAY in a good and workmanlike manner so as to minimize damage to the LANDS and the RIGHT-OF-WAY. The GRANTEE shall, upon request by the GRANTOR, insofar as it may be practicable to do so, strip the grass and topsoil from the RIGHT-OF-WAY prior to construction and replace it as near as possible to its original condition following construction. The GRANTEE shall not, however, be responsible for the occurrence of subsequent subsidence after leveling.
9. **[OPTIONAL]** The GRANTEE shall be responsible for the repair and restoration of the LANDS, the RIGHT-OF-WAY, and the WORKING AREA after each and every entry upon the LANDS, the RIGHT-OF-WAY and the WORKING AREA by the GRANTEE pursuant to the terms of this Agreement. The GRANTEE shall also be responsible for the maintenance and repair of all line, lines, services, systems, utilities and related fixtures constructed or installed upon or within the RIGHT-OF-WAY in a good workmanlike manner at all times throughout the existence of this Agreement. Without restricting the generality of the foregoing, the GRANTEE shall:
  - (a) repair any and all damage caused to the RIGHT-OF-WAY, the WORKING AREA, and the LANDS by the GRANTEE, or its employees, agents, contractors or invitees; and
  - (b) after completion of any work upon the LANDS, the RIGHT-OF-WAY, or the WORKING AREA pursuant to this Agreement, restore the LANDS, the RIGHT-OF-WAY, and the WORKING AREA to a condition substantially similar to what existed prior to the commencement of any such work.

10. Upon the abandonment of the RIGHT-OF-WAY and release of all the rights hereby granted, the GRANTEE shall restore the surface of the LANDS to the same condition, so far as may be practicable so to do, as the same were in prior to the entry thereof by the GRANTEE.
11. The GRANTEE, by performing and observing the covenants and conditions on its part to be performed and observed, shall and may peaceably hold and enjoy the rights, licenses, liberties, privileges and easement hereby granted without hindrance, molestation or interruption on the part of the GRANTOR, or any person, firm or corporation claiming by, through or under the GRANTOR.
12. *[OPTIONAL]* The GRANTEE shall compensate the GRANTOR for reasonable damage to buildings or other structures belonging to the GRANTOR arising out of the activities of the GRANTEE, its agents, or employees required for the enjoyment of the rights and privileges granted to the GRANTEE under this Agreement. If at any time the GRANTEE, or any person or corporation acting on its behalf, shall deem it necessary to move or destroy any fences situated on the RIGHT-OF-WAY and belonging to the GRANTOR, then the GRANTEE shall replace the said fences in substantially the same condition and location as existed prior to its removal.
13. *[OPTIONAL]* The GRANTEE shall, insofar as it is practicable to do so and as soon as weather and soil conditions permit, bury and maintain all pipelines so as not to interfere unreasonable with the drainage or ordinary cultivation of the LANDS except, for such parts which are required to project above the ground.
14. *[OPTIONAL]* The GRANTEE shall at all times comply with any and all applicable codes, statutes, laws, regulations, permits, licenses, orders and directions of any government authority from time to time in force in the Province of Alberta.
15. All notices to be given in relation to this Agreement, and all requests for prior written consent required under this Agreement, may be sent by pre-paid courier or registered mail addressed to the parties as follows:
- (a) to the GRANTEE at:
- City of Red Deer  
4914 – 48 Avenue  
City Hall  
P.O. Box 5008  
Red Deer, AB T4N 3T4  
Attention: Land and Economic Development; and

**(b)** to the GRANTOR at the address for the registered owner of the LANDS as stated on the title to their LANDS from time to time;

or at such other address, in either case, as the GRANTOR or GRANTEE respectively may from time to time appoint in writing. Any notice sent in accordance with this paragraph shall be deemed to be given to and received by the addressee seven (7) days after the mailing thereof, postage prepaid, save and except for during the periods of postal interruption and seven (7) days thereafter, in which case all notices shall be sent by pre-paid courier or hand delivered and shall be deemed to have been given upon delivery.

- 16.** This Agreement may be assigned by the GRANTEE, either in whole or in part, and as to all or any portion of the rights, licenses, liberties, and privileges granted within this Agreement. Without limiting the generality of the foregoing, the GRANTEE shall be entitled to grant licenses to use the RIGHT-OF-WAY and WORKING AREA in accordance with the terms, covenants and conditions contained within this Agreement.
- 17.** The GRANTOR agrees that any line, lines, services, systems, utilities, or appurtenances to be constructed, installed and maintained over, under or through the RIGHT-OF-WAY shall remain chattels, and notwithstanding any rules of law to the contrary, shall remain the sole and exclusive property of the GRANTEE.
- 18.** This Agreement, and each of the terms, covenants and conditions contained herein, shall be of the same force and effect for all intents and purposes as a covenant running with the LANDS, and this Agreement, together with all the terms, covenants and conditions contained herein shall extend to, shall be binding upon (joint and several where applicable), and shall endure to the benefit of the successors, assigns, and licenses of the GRANTEE, the heirs, executors, administrators, successors, and assigns of the GRANTOR, and all successors in title to the LANDS.
- 19.** The terms contained within this Agreement, and any Schedules attached hereto, shall constitute the entire agreement between the parties. Words herein importing number or gender shall be construed in grammatical conformance with the context or the party or parties in reference. Any term or provision of this Agreement which is found to be invalid or unenforceable shall be severed from the balance of the document, and shall not affect the enforceability of the remainder of this Agreement.
- 20.** The parties hereby acknowledge and confirm that each was advised by the other to obtain independent legal or other professional advice, and that each has had an opportunity to read, review and understand the nature and effect of the provisions of this Agreement

prior by executing this Agreement. Each hereby confirms that it had had the opportunity to seek independent legal or professional advice prior to executing this Agreement and has either:

- (a) obtained such legal or other professional advise; or
- (b) waived the right to obtain such independent legal or other professional advice.

**IN WITNESS WHEREOF**, the GRANTOR and the GRANTEE have executed and delivered this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**CITY OF RED DEER**

Per: \_\_\_\_\_  
(corporate seal)

Per: \_\_\_\_\_

***[GRANTOR]***

Per: \_\_\_\_\_  
(corporate seal)

Per: \_\_\_\_\_

**OR**

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
***[GRANTOR]***

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
***[GRANTOR]***

Name of Insurance Broker:  
Address:

Certificate of Insurance No.: \_\_\_\_\_

Name and Address of  
Certificate Holder:

Name and Address of  
Insured:

Re: Confirmation of Insurance - "Name of Project"

This is to certify that the insurance policies listed below have been arranged for the insured named above. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this Certificate may be issued or may pertain, the insurance is subject to all the terms, exclusions, and conditions contained in the policies. Aggregate limits shown may have been reduced by paid claims.

	INSURANCE COMPANY AND POLICY NUMBER	EFFECTIVE DATE M/D/Y	EXPIRY DATE M/D/Y	LIMITS OF LIABILITY
Commercial / General Liability				Minimum \$2,000,000 per occurrence
Automobile Liability				Minimum \$2,000,000 per occurrence
Excess Liability				Minimum \$2,000,000 per occurrence

If so indicated above:

- (1) The policy is endorsed to provide that 30 days prior written notice of cancellation or material change will be mailed to the Certificate Holder.
- (2) The Certificate Holder is added as additional insured to the noted policies, but only arising out of the Named Insured's operation. Policy Limits are not increased by such additions.

This Certificate of Insurance is issued at the request and for the benefit of the insured and the Certificate Holder. "Name of Broker" shall have no liability to any other party who places any reliance hereon.

\_\_\_\_\_  
Signed by Broker Authorized to Sign for Insurers

Broker's Name \_\_\_\_\_

Date \_\_\_\_\_

#### **4.1 CONSTRUCTION DRAWINGS AND SPECIFICATIONS**

- .1 The City will review the Construction Drawings and Construction Specifications submitted by the Developer and approve them or advise what amendments are required, without undue delay.

#### **4.2 MAJOR THOROUGHFARE AND/OR TRUNK EXTENSION**

- .1 Where, in the Engineer's opinion, the Development necessitates extension of a Major Thoroughfare and/or Trunk Sanitary/Sewer/Water through the Development, the following shall apply:
  - .1 Where the Development is next in line, following a logical extension of services as determined by the Engineer, and subject to Council approval:
    - .1 The City will reimburse the Developer from the applicable Off-site Levy fund for construction of those Major Thoroughfare and/or Trunk Extension in accordance with the costs set out under Detailed City Cost Calculations in Appendix A – Part Five; and
    - .2 The City will pay to the Developer, on execution of this Agreement, 50% of the estimated "City of Red Deer Costs" listed under Appendix A - Part One for Major Thoroughfare and/or Trunk Extensions. The final payment will be based on the actual cost of construction, plus a 10% engineering fee, less the amount paid on signing of this Agreement. Final payment will be made upon issuance by The City of the applicable Construction Completion Certificate and receipt of a copy of the final progress payment.
  - .2 Where the Development is not next in line, as determined by the Engineer, reimbursement to the Developer of extension costs for those Major Thoroughfare and/or Trunk Extensions as set out under Future Cost Recoveries in Appendix A - Part Five, may be delayed until the infill development proceeds to a point where the Development becomes next in line, as determined by the Engineer.

#### **4.3 ENDEAVOUR TO ASSIST**

- .1 Where the Developer has paid for Municipal Improvements in excess of its requirements, and where future development will utilize those Improvements, The City will Endeavour to Assist the Developer to collect the various sums as listed in Boundary and/or Oversize Improvements Future Cost Recoveries, Appendix A - Part Seven. The City does not guarantee the collection of all or any portion of such sums or costs. For example, as per the current servicing study, oversized underground utilities may be required at the time of this Agreement; however,

future servicing studies or concepts may recommend an alternate servicing plan which will not utilize the oversize capacity and therefore no oversize costs would be recovered.

- .2 The total future cost recovery will be based on one of the two options listed below:

Option 1 – Original Cost Plus Carrying Costs

- .1 Use the quantities as noted in the original Agreement or the “Plan of Record” quantities as shown on The City’s Record Drawings.
- .2 Use unit prices as noted in the original Agreement.
- .3 Apply Carrying Costs for a maximum period of **10 Years** beginning in the year following construction completion. After 10 years, the recovery costs will be calculated as outlined in Option 2.

Notes:

- .1 Carrying Costs are not applicable for the remainder of the year in which the Municipal Improvements were constructed.
- .2 Carrying Costs, if applicable, are applied on a monthly basis for the current year (i.e. 7/12). The calculation is based on the month in which the Development Agreement is prepared.

Option 2 – Current Day Cost

- .1 Use “Plan of Record” quantities as shown on The City’s Record Drawings or as noted in the original Agreement.
- .2 Use current day unit prices as determined by the Engineer.

#### **4.4 MAINTENANCE BY CITY**

- .1 Upon issuance of a Construction Completion Certificate by the Engineer for Lateral Sewer/Water Systems, The City will assume responsibility for their operation and normal maintenance, except that the Developer shall be responsible for the cost of removing obstructions such as gravel, rocks, silt, etc., which have entered the mains as a result of construction activities.
- .2 Upon issuance of a Construction Completion Certificate by the Engineer for paved roads and gravel or paved lanes, The City will assume responsibility for normal snow removal and street sweeping operations.

- .3 Upon issuance of Construction Completion Certificates by the Engineer for Level Three Landscaping, The City will be responsible for normal maintenance, excluding garbage collection. The Developer will be responsible to empty garbage receptacles weekly from April 1 to October 31 and monthly from November 1 to March 31. The Developer will be responsible for the repair of any broken or damaged improvements (i.e. fences, bollards, site furnishings, play structures, etc.).
  
- .4 Except as otherwise provided in this Agreement, The City will assume full responsibility for maintenance of a Municipal Improvement in the same manner and to the same standard of maintenance as it provides to other Municipal Improvements within The City, upon issuance of a Final Acceptance Certificate for that Municipal Improvement.

## 5.1 GENERAL

- .1 In order to ensure performance of its covenants and obligations under this Agreement, the Developer shall supply to The City on or before the date of this Agreement, security in the form of an Irrevocable Letter of Credit, Surety Bond or other form of security satisfactory to The City Solicitor, in the amount shown in Appendix E and defined below. An Irrevocable Letter of Credit or Surety Bond shall be effective for a period of one year and shall be automatically renewed 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 as outlined in Clause 5.2 of this Part.
- .2 The Letter of Credit shall be similar to the Sample Form appended to this Part and shall include the following statements:
  - .1 “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 30 days prior to the present or future expiration date, we notify you in writing by registered mail that the Letter of Credit shall not be renewed for any additional period.”
  - .2 “We understand that this Letter of Credit relates to those Municipal Improvements and financial obligations set out in the Development Agreement between the Developer and The City of Red Deer for *(insert name of Development, including Phase Number)*.”
- .3 The Surety Bond shall be in accordance with the Sample Form appended to this Part and to the satisfaction of The City.
- .4 The surety bond must be from a City approved surety provider that has a minimum AM Best rating of A-. If the surety provider’s AM best rating becomes lower than A- at any time, the City may require the developer to replace the surety bond with a Letter of Credit.

## 5.2 SECURITY AMOUNTS FOR MUNICIPAL IMPROVEMENTS

- .1 The Developer shall provide a cost estimate for each Municipal Improvement to be constructed under this Agreement, including cost estimates for any work to be constructed by the Developer on behalf of The City as listed in Appendix E. The cost of each Municipal Improvement is to include an allowance for engineering and contingencies. A summary of the estimated cost of the Municipal Improvements is included in Appendix E, Part One.
- .2 The initial security amounts to be provided for the construction of all Municipal Improvements shall be as follows:

- .1 An amount equal to 25% of the total cost of Municipal Improvements to be constructed by the Developer.
- .2 Minimum Security Amount = \$30,000.
- .3 After The City has issued the Construction Completion Certificates (CCC's) for any of the Municipal Improvements listed in Appendix E, the security may be reduced as follows:
  - .1 To an amount equal to:
    - .1 25% of the total cost of Municipal Improvements for which Construction Completion Certificates have not been issued, plus
    - .2 15% of the total cost of Municipal Improvements for which Construction Completion Certificates have been issued.
  - .3 Minimum Security Amount = \$30,000
- .4 After The City has issued the Final Acceptance Certificates (FAC's) for any of the Municipal Improvements listed in Appendix E, the security may be reduced as follows:
  - .1 To an amount equal to:
    - .1 25% of the total cost of Municipal Improvements for which Construction Completion Certificates have not been issued, plus
    - .2 15% of the total cost of Municipal Improvements for which Construction Completion Certificates have been issued and Final Acceptance Certificates have not been issued, plus
    - .3 0% of the total cost of Municipal Improvements for which Final Acceptance Certificates have been issued.
  - .4 Minimum Security Amount = \$30,000.
- .5 Upon receipt of written application from the Developer, the Engineer may consider reducing the minimum-security amount below \$30,000, subject to the following conditions:
  - .1 The City has issued Construction Completion Certificates for all of the Municipal Improvements listed in Appendix E.
  - .2 The estimated construction cost for Municipal Improvements for which

Final Acceptance Certificates have not been issued is less than \$15,000.

In such circumstances, the minimum-security amount shall be the lessor of \$30,000 or twice construction cost of the Municipal Improvements for which Final Acceptance Certificates have not yet been issued.

### **5.3 SECURITY FOR DEFERRED PAYMENTS**

- .1 For deferred payments, the amount of security shall be 100% of the amount shown under Appendix A, Part 1.1 - Deferred Payment Amounts. The City may draw on the Letter of Credit or Surety Bond should the Developer default in making the payments stipulated in Clause 3.4.2.
- .2 The security may be reduced as payments are made, but must, at all times, cover the full, unpaid balance previously referred to.

### **5.4 PRE-CONSTRUCTION ASSURANCE DOCUMENTS**

Throughout the course of this Agreement, the Developer shall maintain with The City a current list of the Developer's Contractors and contracts. The Developer shall not commence construction under any Contractor contract until copies of the following document has been provided for that contract, to The City's satisfaction:

- .1 Certificate of Insurance.

### **5.5 DEFAULT**

- .1 At any time during which the Developer is in default of the terms, conditions, or obligations contained in this Agreement, in addition to any other remedy The City may have available, The City may realize upon the security provided to it by the Developer, as follows.
  - .1 for the purposes of completing the construction and installation of all Municipal Improvements not then complete;
  - .2 for the purposes of repairing, replacing or maintaining such Municipal Improvements as herein required to be repaired, replaced or maintained by the Developer;
  - .3 for payment of any amount owing to The City; and
  - .4 for damages and extra costs incurred by The City.

**5.6 NOTICE TO AMEND SECURITY**

If at any time(s) during the currency of this Agreement it shall appear to The City, in its discretion, that the security provided by the Developer is excessive or insufficient in relation to the costs or protection to The City for which the security has been provided, then the Developer shall increase, decrease, or otherwise alter said security as directed in written notice from The City.

**5.7 FLEXIBLE USE**

If The City has negotiated or called upon the security provided by the Developer, The City may, at its option or discretion, use any funds thereby obtained in any manner that The City deems fit to discharge the obligations of the Developer under this Agreement.

Name and Address of Financial Institution: Irrevocable Standby Letter of Credit:

Name and Address of Applicant: Document Identification Number :

Beneficiary: Amount: \$ \_\_\_\_\_ CAD  
The City of Red Deer Maximum "Amount in words"  
Box 5008 Canadian dollars \_\_\_\_\_  
Red Deer, Alberta, Canada T4N 3T4

Date of Issue: \_\_\_\_\_

We hereby authorize you to draw on "Name and Address of Financial Institution" for the account of the Applicant up to an aggregate of the amount mentioned above.

Pursuant to the request of the Applicant, we "Name of Financial Institution" hereby establish and give you an Irrevocable Standby Letter of Credit in your favour in the above amount which may be drawn on by you at any time and from time to time, upon written demand for payment made upon us by you, which demand we shall honour without inquiring whether you have the right as between yourself and the Applicant to make such demand and without recognizing any claim of the Applicant, or objection by it to payment by us.

The amount of this Letter of Credit may be reduced from time to time as advised in writing to the undersigned from time to time by the Beneficiary.

We understand that this Letter of Credit relates to those Municipal Improvements and Financial Obligations set out in the Development Agreement between the Developer and The City of Red Deer.

The amount of this Letter of Credit will continue in force up to "Date one year after Date of Issue", but shall be subject to the condition hereinafter set forth.

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 30 days prior to the present or future expiration date, we notify you in writing that we elect not to consider this Letter of Credit to be renewable for any additional period.

This Irrevocable Standby Letter of Credit is not transferable or assignable.

Except so far as is expressly stated herein, this credit is subject to the Uniform Customs and Practice for Documentary Credits, International Chamber of Commerce, Paris, Publication No. 500 (Latest Revision) and engages us in accordance with the terms thereof.

\_\_\_\_\_  
Signed by Authorized Representative(s) of Financial Institution

Bond No: \_\_\_\_\_

Bond Amount: \_\_\_\_\_

KNOW ALL PERSONS BY PRESENTS THAT

\_\_\_\_\_  
(the "Principal") AND

a corporation created and existing under the laws of Canada, and duly authorized to transact the business of suretyship in the Province of Alberta as Surety (the "Surety"), are held and firmly bound unto The City of Red Deer, a municipal corporation, as Obligee (the "Obligee"), in the amount of \_\_\_\_\_ dollars (\$ \_\_\_\_\_), lawful money of Canada (hereinafter called "Bond Amount"), for payment of which sum, well and truly to be made, the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally firmly by these presents.

WHEREAS, the Principal has or will be entering into a development agreement or multiple development agreements, including a Development Permit Development Agreement (DPDA) with the Obligee to develop their Development approval number subdivision approval number including construction drawings numbered Development Agreement Number, hereinafter referred to as the Agreement.

NOW, THE CONDITION OF THIS BOND IS SUCH THAT, if the Principal shall, in the sole and absolute determination of the Obligee, promptly and faithfully performs all its obligations under the Agreement, then this Bond is null and void; but otherwise shall remain in force and effect to the terms thereof.

On determination by the Obligee, in its sole and absolute discretion, that the Principal is in default of its obligations under the Agreement, the Surety and Principal agree that the Surety will make payments to the Obligee for amounts demanded by the Obligee, up to an aggregate of the Bond Amount, within seven (7) business days after the Surety's receipt of a demand from the Obligee at the address noted herein by hand or courier and in the form of a Notice of Default, the form of which is attached to this Bond as Schedule "A".

The Surety and the Principal expressly waive any defense that the Principal is not in default of its obligations under the Agreement following the delivery of a Notice of Default to the Surety as defined in this Bond. The Notice of Default delivered to the Surety shall be accepted by the Surety and Principal as conclusive evidence that the amount demanded within the Notice of Default is payable to the Obligee; and all payments shall be made free and clear without deduction, set-off, or withholding.

If the Surety, at any time, gives ninety (90) days notice by registered letter to both the Principal and Obligee of its intention to terminate this Bond, then this Bond and all accruing responsibility thereunder shall from and after the last day of such ninety (90) days aforesaid terminate only if the Principal has provided financial security to the Obligee in at least the same amount as this Bond in a form acceptable to the Obligee. If the Principal does not provide such financial security to replace this Bond, then the Surety shall, at its sole discretion, either immediately pay

the full Bond Amount to the Obligee within seven (7) business days, or confirm to the Obligee in writing that this Bond will remain in full force.

The Surety shall not be liable for a greater sum than the Bond Amount.

This Bond shall be governed by and construed in accordance with the laws of the Province of Alberta and the laws of Canada applicable thereto and shall be treated, in all respects, as a contract entered into in the Province of Alberta without regard to conflict of laws principles. The Principal and Surety hereby irrevocably and unconditionally attorn to the jurisdiction of the courts of the Province of Alberta.

It is a condition of this Bond that any suit or action under this Bond must be commenced before the expiration of one (1) year from the date of the last Final Acceptance Certificate required under the Agreement is acknowledged by the Obligee.

Any notice hereunder is to be given:

in the case of the Obligee, to:

Engineering Services Manager  
The City of Red Deer, City Hall  
Box 5008, 4914 – 48 Avenue  
Red Deer, AB T4N 3T4

in the case of the Principal, to:

*INSERT PRINCIPAL'S ADDRESS*

IN WITNESS WHEREOF, this bond is duly signed, sealed and delivered this day of \_\_\_\_\_, 20\_\_\_\_.

**THE PRINCIPAL:**

Per: \_\_\_\_\_  
Name of Person Signing

Per: \_\_\_\_\_  
Signature

Date: \_\_\_\_\_

Affix Seal:

**THE SURETY:**

Per: \_\_\_\_\_  
Name of Person Signing

Per: \_\_\_\_\_  
Signature

Date: \_\_\_\_\_

Affix Seal:

**SCHEDULE A  
NOTICE OF DEFAULT**

Date: \_\_\_\_\_

Surety: \_\_\_\_\_

Address: \_\_\_\_\_

Attention: \_\_\_\_\_

Re: Development Agreement Bond No. \_\_\_\_\_ *(The "Bond")*

Principal: \_\_\_\_\_ *(The "Principal")*

Obligee: \_\_\_\_\_ *(The "Obligee")*

Agreement: \_\_\_\_\_ *(The "Development Agreement")*

Dear Sir:

Pursuant to the above referenced Bond, The City of Red Deer hereby declares a default under the Development Agreement.

We hereby demand that the Surety honour its seven (7) day payment obligation as per the terms of the Bond and we hereby certify that we are entitled to draw on the Bond pursuant to the terms of the Development Agreement and demand payment of \$ \_\_\_\_\_ under the terms of the Bond.

Payment Instructions: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Yours Truly,

The City of Red Deer

## 6.1 CONSTRUCTION COMPLETION CERTIFICATE (CCC)

- .1 Upon completion of construction of a Municipal Improvement or a group of Municipal Improvements, the Consulting Engineer shall make arrangements with the Engineer to jointly inspect said improvement(s) as per the process described in the City of Red Deer's Design Guidelines. The Developer shall rectify all deficient work and material identified during the inspection prior to making application to the Engineer for a CCC.

Landscape Plan of Record drawings shall be submitted prior to arranging the joint inspection(s) of the Level 2 landscaping.

- .2 Every Municipal Improvement required to be completed must ultimately be the subject of a CCC application, but application may be made for a group of Municipal Improvements (e.g. water mains, sanitary sewer mains, storm sewer mains, and services) at the same time, using one application form.
- .3 The City will not consider a CCC application complete without the following documentation (where applicable):
  - .1 a CCC application form, to be provided by the Engineer, duly completed and signed by the Consulting Engineer;
  - .2 a map outlining the Development and location of the applicable Municipal Improvement(s), to the Engineer's satisfaction;
  - .3 a copy of the construction completion inspection report and, if applicable, a copy of the deficiency list and report detailing the action taken to correct the deficiencies;
  - .4 for water mains, a copy of the current water quality and leakage test results dated to within 2 weeks of the water commissioning request;
  - .5 for sanitary sewer and storm sewer mains, a copy of the camera inspection report and video;
  - .6 for underground utilities construction, a copy of the Standard Proctor test result and the field density results;
  - .7 for surface construction, a copy of the related materials testing results, including, but not limited to, Standard Proctors, field densities, field marshalls, core tests, concrete strength, sieve analysis of aggregates, etc., as applicable;
  - .8 Plan of Record Drawings and digital drawing files for those Municipal Improvements for which a CCC is being applied for, as detailed in the

Design Guidelines – Section 2;

- .9 a Building Grade Certificate for each lot in the Development.
- .4 A separate CCC application form is required where residential lots have been front serviced and surface improvements are subject to the Front Street/Primary Access Servicing maintenance periods defined in Part Three of this agreement.
- .5 Plan of Record Drawings and digital drawing files for paved roadways may be submitted with the CCC application for curb, gutter, and sidewalk, as the grades and cross section dimensions can be recorded at this stage of construction.
- .6 For each Municipal Improvement, the maintenance period will start on the date of issuance shown on the applicable CCC.
- .7 Following issuance of the CCC, the Developer agrees that the Municipal Improvement(s) covered by it shall become the property of The City at no cost to The City.
- .8 If all of the information required by The City for issuance of a CCC is not received, the application will be returned to the Consulting Engineer without being processed.
- .9 Once a complete application for a CCC has been submitted by the Developer, the Engineer will review the application received within 45 days and will process same without undue delay.

**6.2 REQUIREMENTS FOR CONSTRUCTION COMPLETION**

- .1 The Engineer will only issue a CCC when the Developer’s application satisfies the Engineer that the subject Municipal Improvements have been constructed in accordance with the Construction Drawings and Construction Specifications, and all defects and deficiencies have been rectified.
- .2 The City will not issue a CCC until the applicable Plan of Record Drawings and digital drawing files have been received and approved by The City.
- .3 Without limiting the foregoing, for the groups of Municipal Improvements listed below, the Developer’s CCC application(s) must satisfy the Engineer of the following before the improvements shall be considered “complete” for issuance of the CCC to occur.

*.1 Water Mains and Service Connections*

The water mains and service connections, 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.

.2 *Sanitary and Storm Sewer Mains, Catch Basins, 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. Said information is to be confirmed by a camera inspection report. All manholes and catch basins 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. The Engineer will not issue the CCC for sanitary or storm mains until the camera inspection videos and reports have been reviewed and the sewers deemed acceptable by the Engineer. Where a storm treatment unit is installed, technical and maintenance manuals are to be provided to the City's Engineering Department.

.3 *Roadway Gravel Base, Sidewalks, Curbs and Gutters*

The roadway gravel subbase, base, and all sidewalks, curbs and gutters have been constructed and appurtenances adjusted to the approved design grades and sections in accordance with the Construction Drawings and Construction Specifications, and are free of damage.

.4 *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 Construction Specifications. All appurtenances have been adjusted to the proper grades and drainage has been properly accommodated. All pavement markings, traffic control signs, street name signs, and subdivisions signs have been installed, and the Subdivision Information Sign has been installed or revised. 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 lift of asphalt may be delayed for a period of one year from the date of the Construction Completion Certificate for roads, in which case, a separate Construction Completion Certificate will be issued for roadway paving. The Engineer will not issue the Construction Completion Certificate for roadways until the signage and pavement marking drawing(s) have been provided by the Developer and approved by the Traffic Engineer.

.5 *Gravelled Lanes and/or Paved Lanes*

All lanes within the Development have been constructed to the proper cross section and grades in accordance with the Construction Drawings and Construction Specifications, appurtenances have been repaired and 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.

.6 *Landscaping*

All public utility lots, boulevards, parks, playgrounds, and recreational improvements have been properly constructed and/or properly graded, topsoiled, seeded, fenced, and planted and all forming, machinery, and stockpiles of surplus materials are removed and the site is in a tidy, clean condition.

.7 *Grading of Neighbourhood Park Site*

The Neighbourhood Park shall have been graded to the design grades shown on the Drawings and topsoil placed to rough finished grades.

.8 *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.

.9 *Subdivision Entrance Signs and Decorative Sign Pedestals*

The Subdivision Entrance Signs and Decorative Sign Pedestals have been constructed in accordance with the approved Construction Drawings and Construction Specifications.

### **6.3 MAINTENANCE PERIODS**

- .1 The maintenance period for each Municipal Improvement shall be the period shown in Table 1 appended at the end of this Part. The maintenance period shall start from the date of the issuance of the applicable CCC, and shall continue until the Final Acceptance Certificate for such Municipal Improvement is issued by the Engineer.
- .2 The maintenance period for Permanent Thermoplastic Pavement Markings may be reduced to 2 years provided that the installation contractor assumes the maintenance responsibilities for the remaining 3 years of warranty and the

Developer can present the City of Red Deer with a 5 year Plastic Pavement Marking Warranty signed by the installation contractor. The Plastic Pavement Marking Warranty shall be in accordance with the Sample Form appended to this Part and to the satisfaction of The City.

- .3 The Developer shall maintain the wet pond for a minimum period of five years following issuance of the Construction Completion Certificate for construction of the wet pond. The maintenance period will be extended until all roadways and lanes are constructed within the detention pond major/minor catchment area. The catchment area is illustrated on the drawing included in Appendix C.
- .4 The Developer shall harvest weeds, remove sediment from the stormwater treatment units, cleanup debris, repair edge treatment, and perform other maintenance procedures identified by The City prior to the expiry of the maintenance period and the issuance of the Final Acceptance Certificate. After that time, The City's Environmental Services Department will take over maintenance.

#### **6.4 FINAL ACCEPTANCE CERTIFICATE (FAC)**

- .1 Upon expiry of the maintenance period for a Municipal Improvement or a group of Municipal Improvements covered by a CCC, the Consulting Engineer shall make arrangements with the Engineer to jointly inspect the Municipal Improvement(s) covered under said CCC. The Developer shall rectify all deficient and defective work and materials identified during said inspection prior to making application to the Engineer for an FAC.
- .2 For each Municipal Improvement to be accepted by the Engineer, the Developer shall apply for FAC on the form provided by the Engineer. Application must be made for the same group of Municipal Improvements covered by the applicable CCC.
- .3 The City will not consider an FAC application complete without the following documentation (where applicable):
  - .1 an FAC application form, to be provided by the Engineer, duly completed and signed by the Consulting Engineer;
  - .2 a map outlining the Development and location of the applicable Municipal Improvement(s), to the Engineer's satisfaction;
  - .3 a copy of the CCC for the applicable Municipal Improvement(s);
  - .4 a copy of the final completion inspection report and, if applicable, a copy of the deficiency list and report detailing the action taken to correct the

deficiencies; and

- .5 for storm and sanitary sewer mains, a copy of the camera inspection reports and related videos. The camera inspections of mains shall be conducted no earlier than 90 days prior to the end of the CCC maintenance period.
6. for Level 1 landscaping, turf must be well established and have a minimum of three grass cuttings. Grass to be maintained between 50 mm and 100 mm in height.
- .4 A separate FAC application form is required where residential lots have been front serviced and surface improvements are subject to the Front Street/Primary Access Servicing maintenance periods defined in Part Three of this agreement.
- .5 One month before applying for the FAC for gravel lanes, the Developer shall reshape the lanes to design grades and slopes, remove deleterious material, and repair and adjust manholes, all valves and catch basins.
- .6 The Developer agrees to maintain and warranty landscaping as specified in The City of Red Deer Contract Specifications.
- .7 The Developer agrees to maintain the Municipal Improvements beyond the maintenance periods shown in Table 1, until the Engineer issues the applicable FAC.
- .8 Once a complete application for a FAC has been submitted by the Developer, the Engineer will review the application received within 45 days and will process same without undue delay.

#### **6.5 INSTALLATION OF SERVICE CONNECTIONS IN EXISTING RIGHTS OF WAY ADJACENT TO PROPOSED DEVELOPMENT PHASE**

Where the Developer will be installing service connections to mains located in existing road, lane and/or public utility lot rights of way adjacent to the Development, the Developer agrees to assume maintenance responsibility for the noted section of rights of way as described below.

- .1 Where construction of the applicable section of rights of way has not been started, no maintenance responsibility will apply pursuant to this Agreement, subject to inspection and issuance of a CCC for the installation in accordance with this Agreement.
- .2 Where construction of the adjacent section of rights of way has been completed in accordance with the requirements of a prior Development Agreement and a CCC

has been issued and an FAC has not been issued, the Developer agrees to restore (reconstruct) and maintain the applicable section of rights of way, pursuant to this Agreement, for a period of 2 years following the issuance of the CCC for service connections. The Developer agrees to sign any future document amendments prepared by The City which reflect the above, if deemed necessary by The City, including without limitation, any document(s) transferring maintenance responsibility, including applicable security amounts, from the original Development Agreement to this Agreement.

- .3 Where an FAC has been issued for the applicable section of rights of way, the Developer agrees to restore (reconstruct) and maintain the applicable section of rights of way for a period of 2 years following the issuance of the Developer's CCC for service connections under this Agreement.

<b><i>Municipal Improvement</i></b>	<b><i>Maintenance Period</i></b>	<b><i>Refer to Section Note</i></b>
Note: CCCs and FACs are not required for any Items marked "N/A"		
<b>1.1 Clearing, Stripping and Grading</b>		
1. Site Clearing, Topsoil Stripping, Stockpiling and/or Off-site Disposal and Grading	N/A	
2. Erosion and Sediment Control		
a. Permanent Erosion and/or Sediment Control Measures	2 Years	
b. Temporary Erosion and/or Sediment Control Measures	Indefinite	(i)
3. Stormwater Management Storage Facilities		
a. Storm Pond: Including Pond Connection(s) to Existing Storm Sewer System, Pond Inlet/Outlet Structures and Outlet Control Structures.	2 Years	(ii)
b. Subgrade Fine Grading, Topsoil Placement, Topsoil Fine Grading and Level One Landscaping	1 Year	(iii)
<p>Section 1.1 Notes:</p> <ul style="list-style-type: none"> <li>i) The Developer shall maintain temporary erosion and sedimentation control measures until either: 80% - 90% of the lots are built out to a completed landscape state, or the City is satisfied that the remaining areas of undeveloped lots do not pose an erosion or sedimentation hazard.</li> <li>ii) If the pond is a wet pond the Developer will be responsible for maintenance of the wet pond for 5 years. Also refer to Part Six, Clause 6.3, Item 2.</li> <li>iii) Turf must be well established and have received a minimum of three grass cuttings prior to FAC. Grass to be maintained between 50 mm and 100 mm in height.</li> </ul>		

<i>Municipal Improvement</i>	<i>Maintenance Period</i>	<i>Refer to Section Note</i>
<b>1.2 Trunk and/or Subdivision Utility Infrastructure Construction</b>		
1. Water Mains	2 Years	
2. Sanitary Sewer Mains	2 Years	
3. Storm Sewer Mains	2 Years	
4. Service Connections	2 Years	(i)
Section 1.2 Notes: i) Includes the cost for the reconstruction of surface improvements in existing right of ways as outlined in the Development Agreement part 6.5.		
<b>1.3 Major Thoroughfare and/or Subdivision Roadways Construction (No Front Servicing)</b>	<i>Maintenance Period</i>	<i>Refer to Section Note</i>
1. Roadway - Gravel Base, Catch Basins and Concrete Work	2 Years	(i)
2. Roadway - Asphaltic Concrete Paving (without front servicing)		
a. Local Roadways, Collector Roadways and Major Thoroughfares – Initial Lift or Full Depth	2 Years	(i), (iii)
b. Local Roadways, Collector Roadways and Major Thoroughfares – Final Lift(s)	2 Years	(i), (ii), (iii)
c. Paved Walkways within Road Right of Ways	2 Years	
3. Traffic Controls (Pavement Markings and Signage)		
a. Temporary Pavement Marking	N/A	
b. Permanent Traffic Control Signage	2 Years	(iv)
c. Street Name Identification Signs	2 Years	
d. Permanent Thermoplastic Pavement Markings	5 Years	(vi)
e. Painted Pavement Markings	2 Years	(v)

<i>Municipal Improvement</i>	<i>Maintenance Period</i>	<i>Refer to Section Note</i>
4. Subdivision Signage		
a. Subdivision Map Sign	N/A	
b. Information and/or Warning Signs	N/A	
<p>Section 1.3 Notes:</p> <ul style="list-style-type: none"> <li>i) Refer to Section 1.8 (Miscellaneous Construction) of the Maintenance Table for Front Serviced Roadway / Primary Access Serviced maintenance periods and provisions.</li> <li>ii) If the final lift of paving is deferred for one year after the completion of the initial lift the maintenance period may be reduced to a minimum of one year.</li> <li>iii) If both initial and final lift are deferred for one year after the underground utilities are installed, the maintenance periods will be reduced to one year from the date of the completion of asphalt paving, but not less that two years from completion of gravel base work and concrete work.</li> <li>iv) Where City forces install traffic control signs, street name signs and/or sign posts, the Developer shall be responsible for all costs associated with the repair, replacement of all damaged, vandalized or stolen signs for the two year maintenance period of the initial lift of pavement. Costs associated with this will be invoiced directly to the Developer.</li> <li>v) Where City forces install the painted pavement markings, the Developer shall be responsible for all costs associated with re-painting the pavement markings as-required for the maintenance period of the final lift of pavement. Costs associated with this will be invoiced directly to the Developer.</li> <li>vi) The maintenance period for Permanent Thermoplastic Pavement Markings may be reduced to 2 years provided that the installation contractor assumes the maintenance responsibilities for the remaining 3 years of warranty and the Developer can present the City of Red Deer with the 5 year Plastic Pavement Marking Warranty signed by the installation contractor. (See Form 3, Part 6).</li> </ul>		

<i>Municipal Improvement</i>	<i>Maintenance Period</i>	<i>Refer to Section Note</i>
<b>1.4 Lane Construction</b>		
1. Gravel Lanes		
a. Initial Construction (including Reshaping Granular Surface at FAC)	2 Years	(i)
2. Paved Lanes (Reshaping Granular Surface and Paving)		
a. Initial Gravel Base Construction	2 Years	(i)
b. Reshaping Granular Surface and Paving	2 Years	(ii)
<p>Section 1.4 Notes:</p> <ul style="list-style-type: none"> <li>i) If gravel lane construction is deferred for one year after the underground utilities are installed within such lanes, the maintenance period may be reduced to one year, or until the Final Acceptance Certificate for the underground utilities within the lane(s) is issued; whichever occurs last.</li> <li>ii) If lane paving is deferred for one year after the underground utilities are installed within such lanes, the maintenance period for lane paving may be reduced to one year, or until the Final Acceptance Certificate for the underground utilities within the lane(s) is issued; whichever occurs last.</li> </ul>		
<b>1.5 Shallow Utilities</b>	<i>Maintenance Period</i>	<i>Refer to Section Note</i>
1. Power & Street lighting (Private Contractor)	2 Years	(i)
2. Power & Street lighting (City Forces)	N/A	
3. Telephone	N/A	
4. Cable TV	N/A	
5. Natural Gas	N/A	
<p>Section 1.5 Notes:</p> <ul style="list-style-type: none"> <li>i) Two years maintenance shall apply if any contractor other than City Forces installs the electrical system, including street lighting.</li> </ul>		

<i>Municipal Improvement</i>	<i>Maintenance Period</i>	<i>Refer to Section Note</i>
<b>1.6 Landscaping</b>		
1. Level 1 Landscaping - Top Soil Placement, Fine Grading & Seeding	1 Year	(i)
2. Level 2 Landscaping - Tree Planting	2 Years	(ii)
3. Level 3 Landscaping - Parks Amenities		
a. Post and Cable Fences, Bollards, Bicycle Barriers, etc.	1 Year	
b. Paved Walkways within Public Utility Lots, Environmental Reserves and Municipal Reserves	2 Years	
c. Shale and/or Gravel Walkways within Environmental and Municipal Reserves	2 Years	
d. Site furnishings (e.g. garbage receptacles, benches, etc.)	1 Year	(iii), (iv)
e. Tot lots and playschool play structures	2 Years	
f. Trail Signage	2 Years	
4. Collector Tree Planting	2 Years	(ii)
<p>Section 1.6 Notes:</p> <ul style="list-style-type: none"> <li>i) Turf must be well established and have received a minimum of three grass cuttings. Grass is to be maintained between 50 mm and 100 mm in height.</li> <li>ii) Maintenance includes watering and weed control as specified in the Contract Specifications</li> <li>iii) Maintenance includes emptying garbage receptacles weekly from April 1 to October 31, and monthly from November 1 to March 31.</li> <li>iv) Maintenance includes repair or removal and replacement of any damaged site furnishings. (e.g., vandalism, graffiti, etc.).</li> </ul>		

<b><i>Municipal Improvement</i></b>	<b><i>Maintenance Period</i></b>	<b><i>Refer to Section Note</i></b>
<b>1.7 Optional / Enhanced Subdivision Amenities</b>		
1. Subdivision Entrance Signs	3 Years	(i)
2. Level Four Landscaping Amenities	2 Years	(i)
3. Sound Attenuation Walls	3 Years	(i)
4. Stormwater Retention (wet) pond - water fountains / Aeration Equipment (if installed)	5 Years	
i) Maintenance periods for Optional / Enhanced Amenities not listed here will be determined on a case-by case basis.		
<b>1.8 Miscellaneous Construction (if applicable)</b>		
	<b><i>Maintenance Period</i></b>	<b><i>Refer to Section Note</i></b>
1. Stormwater Management Storage Facility Maintenance Accesses/Paths and Pond Perimeter Drainage System(s)	2 Years	
2. Roadway - Gravel Base, Catch Basins and Concrete Work (without front servicing)		
a. Roadway - Gravel Base, Catch Basins, Curb & Gutter and Mono Walk	2 Years	
b. Separate Sidewalks	2 Years	
c. Concrete Drainage Swales and Gravel Base	2 Years	
3. Front Serviced Roadway / Primary Access Serviced Lane – Gravel Base, Catch basins and Concrete Work	4 Years	(i)
4. Front Serviced Roadway / Primary Access Serviced Lane – Asphaltic Concrete Paving - Initial Lift(s)	2 Years	(i)
5. Front Serviced Roadway / Primary Access Serviced Lane – Asphaltic Concrete Paving - Final Lift(s)	2 Years	(i)
6. Primary Access Lanes (no services)- Gravel Base, Catch Basins, and Concrete Work	2 Years	
7. Primary Access Lanes (no services)- Initial Lift Asphaltic Concrete Paving	2 Years	
8. Primary Access Lanes (no services) - Final Lift Asphaltic Concrete Paving	2 Years	
9. Decorative Sign Pedestals (Cairns)	3 Years	
Section 1.8 Notes:		
i) Maintenance provisions for Front Serviced Roadways / Primary Access Services Lanes (i.e. front servicing) are defined in Part Three, Clause 3.9 of this agreement.		



**DEVELOPMENT AGREEMENT  
CONSTRUCTION COMPLETION  
CERTIFICATE**

Date of Application:		Date Received by City:
Development Agreement No.:		Dated:
Subdivision Name:		
Developer:		
Consulting Firm/Engineer:		
Contractor:		
Municipal Improvement(s)		
D.A. Item No.	Description of Work (As described in the applicable Development Agreement)	Maintenance Period (Years)
_____	_____	_____
_____	_____	_____
_____	_____	_____
<p>I hereby certify that construction of the above noted Municipal Improvement(s) is/are complete as defined by the Development Agreement, and are constructed as far as can be practically ascertained according to The City of Red Deer's Design Guidelines and Contract Specifications.</p> <p>If The City approves this Certificate, the maintenance period for the above noted Municipal Improvement(s) will be effective from the date of issuance, and until The City issues the Final Acceptance Certificate for the noted Municipal Improvements.</p> <p>I hereby recommend that The City of Red Deer issue this Construction Completion Certificate.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Professional Member</p>		<p>(Stamp)</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Date</p>
Plan of Record Drawings Accepted By City:		Date:
CCC Recommended by City Inspector:		Date:
CCC Rejected by City Inspector:		Date:
<b>Effective Date of Issuance(to be completed by Engineering Services Manager):</b>		<b>Date:</b>
Approved by Engineering Services Manager:		Date:
Remarks		

Original: Engineering Accountant  
Copy: File, Consultant, Contractor, Development Coordinator



**DEVELOPMENT AGREEMENT  
FINAL ACCEPTANCE CERTIFICATE**

Date of F.A.C. Submission:	Date Received by City:	
Development Agreement No.:	Dated:	
Subdivision Name:		
Developer:		
Consulting Firm/Engineer:		
Contractor:		
<b>Municipal Improvement(s)</b>		
D.A. Item No.	Description of Work (As described in the applicable Development Agreement and corresponding Construction Completion Certificate)	Date - Start of Maintenance Period (Date of Issuance of CCC)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
<p>I hereby certify that as of the above noted date(s), the above noted Municipal Improvement(s) meet all of the requirements for Final Acceptance as specified in the Development Agreement.</p> <p>I hereby recommend that The City of Red Deer issue this Final Acceptance Certificate.</p>		<p>(Stamp)</p>
<p>_____</p> <p>Professional Member</p>		<p>_____</p> <p>Date</p>
F.A.C. Recommended by City Inspector:	Date:	
F.A.C. Rejected by City Inspector:	Date:	
Approved Engineering Services Manager:	Date:	
Remarks		

Original: Engineering Accounting  
Copy: File, Consultant, Contractor, Development Coordinator

**PLASTIC PAVEMENT MARKING WARRANTY**

Contract \_\_\_\_\_

Contractor \_\_\_\_\_

Plastic Pavement Marking Subcontractor \_\_\_\_\_

The Contractor hereby guarantees the plastic pavement markings according to Section 32 17 13. The Contractor will ensure the material is intact with the following percentages:

1. The first year from the date stated in the Construction Completion Certificate, all lines and symbols must be 100% intact.
2. The second year from the date stated in the Construction Completion Certificate, each line and symbol must be 95% intact. For lines that exceed 3m in length, each 3m section of that line must be 95% intact.
3. The third year from the date stated in the Construction Completion Certificate, each line and symbol must be 90% intact. For lines that exceed 3m in length, each 3m section of that line must be 90% intact.
4. The fourth year from the date stated in the Construction Completion Certificate, each line and symbol must be 85% intact. For lines that exceed 3m in length, each 3m section of that line must be 85% intact.
5. The fifth year from the date stated in the Construction Completion Certificate, each line and symbol must be 80% intact. For lines that exceed 3m in length, each 3m section of that line must be 80% intact.

\* Percentages are in reference to the length of line remaining and/or the percentage of line intact.

All conditions outlined in Section 00 71 00 will apply to the plastic pavement markings warranty with the exception that the maintenance period will be **Five (5)** years instead of two years.

At the end of the two-year maintenance period, the above noted Subcontractor will assume the Contractor's responsibilities for the remaining three years of the warranty period in regard to the plastic pavement markings. The Subcontractor acknowledges that the payments made to it under the Contractor's contract with the City are good consideration for this warranty, and entitles the City to make a claim directly against the Subcontractor hereunder.

**Contractor**

\_\_\_\_\_  
Signature of Contractor's Signing Officer

\_\_\_\_\_  
Date

**Plastic Pavement Marking Subcontractor**

\_\_\_\_\_  
Signature of Subcontractor's Signing Officer

\_\_\_\_\_  
Date

**Approved by The City of Red Deer**

\_\_\_\_\_  
Engineering Services Department

\_\_\_\_\_  
Date

No Supplementary Conditions have been identified for this Agreement.

OR

The following special conditions have been identified for this Agreement.

- a.
- b.
- c.

## 8.1 DEFINITIONS AND RULES OF INTERPRETATION

Except where the context otherwise requires, this agreement shall be interpreted in accordance with the following definitions and Rules of Interpretation:

1. **Administration Fee** means a cost payable by the Developer based on rates established by City Council for the recovery of relevant City administrative costs, including but not limited to the following:
  - .1 General Administrative Fee – includes the cost of preparing and administering all aspects of the Development Agreement Process. This may include the review of the Construction Specifications and Construction Drawings, field inspection of Municipal Improvement construction, updating the record drawings, etc.;
  - .2 Survey Network Fee – includes the cost of maintaining and extending the Alberta Survey Control Monuments throughout the Development; and
  - .3 Legal Base Mapping Fee – includes the cost of updating The City’s legal base mapping.
2. **Area Road Improvement Costs** means a charge payable by the Developer for reimbursement or recovery of the cost of designated Area Road Improvements constructed or to be constructed by another Developer or The City. The Engineer will determine the charge based on the actual or estimated cost of the Area Road Improvements plus Carrying Costs, multiplied by the proportion of the benefiting area within the Development, divided by the total area benefiting from the Area Road Improvements.
3. **Area Road Improvements** means municipal road improvements that have been constructed or will be constructed in the service area which are required to give access to the Development or which will directly benefit the Development.
4. **Plan of Record Drawings** means those drawings showing the actual (as determined by field measurement) location, length, size, material, classification of material, gradient, and year of construction of road works and underground Municipal Improvements constructed within the Development.
5. **Boundary Improvement Costs** means a charge payable by the Developer for reimbursement or recovery of the costs of Boundary Improvements constructed or to be constructed by another Developer. The Engineer will determine the charge based on the actual or estimated cost of the Boundary Improvements plus Carrying Costs, and the proportion of

benefiting Development frontage divided by the total frontage benefiting from the Boundary Improvement.

6. **Boundary Improvements** means municipal improvements, other than Area Road Improvements, that have been constructed or will be constructed along the boundary of a Development which are necessary to service the Development or which will directly benefit the Development.
7. **Carriageway** means 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.
8. **Carrying Costs** means the additional costs of interest, as determined by the Engineer, on the cost of Area, Boundary, or Oversize Improvements from the time of construction completion of the said improvement until the time of repayment. In general, Carrying Costs will be based on the Consumer Price Index Inflation Rate determined by Statistics Canada for The Province of Alberta. Carrying costs will be applied for a maximum period of 10 Years.
9. **Changes (Revisions)** means the deletion, extension, increase, decrease or alteration of lines, grades, dimensions, methods, specification drawings, or materials of the work or part thereof, within the scope of the work contemplated by the contract documents or Development Agreement.
10. **Collector Roadway Boulevard Tree Planting** means the work of planting trees in the boulevard adjacent to residential lots on collector roadways, in accordance with the Recreation, Parks, and Culture Department's Policy No. 1.11, the Design Guidelines, and the Contract Specifications.
11. **Contractor** is the person, firm, or corporation retained by the Developer to construct the Municipal Improvements in accordance with the approved Construction Specifications and Drawings.
12. **Contract Specifications** means the current document prepared by The City's Engineering Services Department, which provides guidance for the safe, efficient, and uniform construction and maintenance of Municipal Improvements using defined standards, definitions, drawings and specifications.
13. **Construction Completion Certificate** means the Certificate in the form appended to Part Six of this Agreement.
14. **Construction Drawings** means 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 and Contract Specifications. Submission of plans, etc. shall be as outlined in the Design Guidelines - Section Two.

15. **Construction Specifications** means The City's minimum requirements as outlined in The City's current Design Guidelines and the Contract Specifications. Variances from or additions to the Design Guidelines and the standard specifications must be prepared by the Consulting Engineer specifying the legal, administrative and technical aspects and be approved for usage by The City.
16. **Consulting Engineer** means a Professional Member 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.
17. **Decorative Sign Pedestal** means any structure used to support or embellish street signs that the Developer has constructed throughout a subdivision.
18. **Decorative Street Name Marker** means any sign used to identify street names which is not in conformance with the Manual on Uniform Traffic Control Devices (MUTCD).
19. **Design Guidelines** means the current document prepared by The City's Engineering Services Department which provides information regarding The City's standards governing subdivision design, servicing standards, and the design and construction process.
20. **Developer** means the registered and equitable owner(s) of the Development.
21. **Developer's Lands** means all lands that the Developer owns within the Neighbourhood Area Structure Plan that contains the Development.
22. **Development** means the lands to be serviced, as determined by the Developer, approved by the Engineer, and more specifically illustrated by Plan of Subdivision included in Appendix C.
23. **Development Levies/Charges/Costs** means the levies, fees, charges and/or costs attributed to the Developer in the attached Appendices, including, but not limited to those levies, fees, charges and/or costs which The City is entitled to collect from the Developer based on current rates

approved by City Council.

24. **Electric, Light, and Power Cost** means a charge payable by the Developer for the recovery of the costs of constructing power and/or streetlighting necessary to serve the Development.
25. **Electrical Specifications** means The City's Electric, Light & Power Department (EL&P) design and construction specifications included in the Design Guidelines and Contract Specifications, to which the power and lighting portions of the Municipal Improvements must conform.
26. **Endeavour to Assist** means the assistance provided by The City, on behalf of the Developer, to try to recover from future Developers any portion of excess capacity costs respecting various Municipal Improvements paid for by the Developer.
27. **Engineer** means the Engineering Services Manager or his duly authorized representative.
28. **Final Acceptance Certificate** means the Certificate in the form appended to Part Six of this Agreement.
29. **Front Servicing** means the installation of service connections to private lots from municipal deep utilities (Sanitary Sewer, Storm Sewer, and Water Mains) within a paved street (local or collector roadway) or a paved primary access lane.
30. **Gross Area** means each and every hectare or part thereof as shown on the Plan of Subdivision for the Development, including any area which may be dedicated for roads, lanes, walkways, parks, reserve parcels, schools, or any other public use.
31. **Land Value** means the land value set by The City annually. For the purpose of this agreement, the value set is used to calculate the compensation to Developers for land needed for Offsite Levy funded storm ponds and Boundary Improvement Costs.
32. **Lateral Sewer/Water System** means that portion of the piping extending from the Trunk Sanitary, Trunk Storm, or Trunk Water mains, including all service connections.
33. **Level One Landscaping** means the work of preparing the site to specified grades, placing and levelling topsoil, seeding to grass, and establishing turf, all in accordance with the Design Guidelines, Contract Specifications, and approved landscape drawing(s).

- 34. Level Two Landscaping** means the work of planting trees and shrubs in designated areas and as specified in Appendix C, all in accordance with the Design Guidelines, Contract Specifications, and approved landscape drawing(s).
- 35. Level Three Landscaping** means the work of supplying and installing various parks facilities and/or amenities (e.g., trails, trail directional signs, playground equipment, bollards, post and cable fencing, site furnishing, etc.) in designated areas and as specified in Appendix C, all in accordance with the Design Guidelines, Contract Specifications, and approved landscape drawing(s).
- 36. Level Four Landscaping** means the work of supplying and installing optional/enhanced amenities (e.g. ornamental structures, sculptures, feature walls, water features, fountains, spray pools, etc.). Level Four Landscaping standards are at the discretion of the Recreation, Parks & Culture Department, and will only be considered if application is made to the department prior to entering this Agreement. Administrative and capital costs of Level Four Landscaping are the full responsibility (100%) of the Developer.
- 37. Major Thoroughfare** means an existing or proposed expressway, divided arterial roadway or an undivided arterial roadway (including the land for right of way, storm drainage, traffic signals, and streetlighting), that has been designated as a Major Thoroughfare by The City and the cost of same having been included in the calculation of the Major Thoroughfare Off-site Levy rate.
- 38. Maintenance Fee** means a cash payment made as a part of the Agreement by the Developer to The City for the long-term maintenance of any special feature and/or structure after the issuance of the Final Acceptance Certificate.
- 39. Multi-Neighbourhood/Park Site** refers to a ±20 hectare site containing high school(s), as well as major sport facilities serving several quarter-section neighbourhoods.
- 40. Municipal Improvements** means all improvements and oversized/shared improvements within, adjacent to, and/or serving the Development, including, but not restricted to:
- .1 paved roadways, including pavement markings;
  - .2 sidewalk, curb and gutter;
  - .3 paved or gravel lanes and walkways;

- .4 Lateral Sewer/Water System;
  - .5 shallow utilities including electrical distribution, streetlighting, natural gas, telephone, and cable television;
  - .6 landscaped berms, boulevards, medians, municipal reserves, and public utility lots;
  - .7 traffic control signs, street name identification signs, and Subdivision Information Signs; and
  - .8 optional / enhanced subdivision amenities, including but not limited to, Subdivision Entrance Signs, Level Four Landscaping, sound attenuation walls, storm water retention ponds, Decorative Sign Pedestals and decorative street name markers.
- 41. Neighbourhood Park Site** means a  $\pm 2.5$  to  $\pm 5.0$  hectare site containing active and passive recreation amenities. A Neighbourhood Park Site may be contained within a single neighbourhood or be part of a dual neighbourhood park development. A Neighbourhood Park Site may also contain a school site.
- 42. Net Development Area** means the area remaining after deletion of lands required for major arterial roadways, environmental reserve, and other non-developable lands from the Gross Area.
- 43. Off-site Levies** means those charges payable to The City by the Developer for the use and benefits received from existing or proposed Major Thoroughfares, Trunk Water, Trunk Sanitary, and Trunk Storm. These charges are more particularly described in The City's Off-Site Levy Bylaw.
- 44. Oversize Improvement Costs** means a charge payable by the Developer for the recovery of the cost of designated Oversize Improvements constructed by The City or another Developer, as determined by the Engineer, based on the actual or estimated cost of the Oversize Improvements plus Carrying Costs multiplied by the proportion of the benefiting area within the Development, divided by the total area benefiting from the Oversize Improvement.
- 45. Oversize Improvements** means a larger size Municipal Improvement, not designated by The City as Major Thoroughfare 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. Oversizing will normally apply to the Lateral Sewer/Water System, and occasionally

roadways. Water mains 300 mm diameter or less are not considered Oversize Improvements.

46. **Parks Manager** means The City's Recreation, Parks, and Culture Department Manager or his duly authorized Representative.
47. **Plan of Subdivision** means a plan of survey prepared and registerable under The Land Titles Act for the purpose of effecting subdivision of the Development.
48. **Primary Access Lane** means a paved road or lane which serves as the principal vehicular route for accessing a property.
49. **Professional Member** means an individual who is authorized (licensed) to engage in the practice of Engineering under the Association of Professional Engineers and Geoscientists of Alberta (APEGA), or the Association of Science and Engineering Technology of Alberta (ASET).
50. **Recreation Amenity Fund Fee** means a charge payable to The City by the Developer for the cost of developing standard recreation amenities within Neighbourhood Park Site(s) as identified in the Community Services "Neighbourhood Planning Design Standards" and the corresponding Neighbourhood Area Structure Plan.
51. **Service Area** means an area consisting of a number of developments served by a common Lateral Sewer/Water System and system of collector and/or local roadways, the boundaries of which are determined by the Engineer.
52. **Service Basin** means an area consisting of a number of Service Areas serviced by a common system of Major Thoroughfares, Trunk Water, Trunk Sanitary, and/or Trunk Storm, the boundaries of which are determined by the Engineer.
53. **Subdivision Entrance Sign** means the major decorative feature sign or signs which the Developer has constructed at the entrance to the Development to identify the specific neighbourhood.
54. **Subdivision Information Signs** means those signs which the Developer is required to place in the Development to inform the public where they may obtain information related to the existing and proposed subdivision development, information regarding proposed school location and construction, information regarding the Neighbourhood Park Site, and any other amenities which would be of interest to the public or prospective homeowners. Subdivision Information Signs includes the following 4 signs: general information sign, future school site sign, neighbourhood

recreation sign, and storm detention pond warning sign.

- 55. Subdivision Map Sign** means a sign placed near each major entrance to the subdivision, which shows applicable approved Neighbourhood Area Structure plans. This sign is to be produced in full colour to ensure that initial and subsequent purchasers are aware of the total development proposal. Land uses and secondary suites are to be shown on the sign.
- 56. Trunk Sanitary** means an existing or proposed sanitary sewer, generally having an internal diameter of 375 mm or greater, or having a depth of cover greater than 6.0 m, complete with related pumping facilities, that has been designated by The City as a trunk facility, the cost of same having been included in the calculation of the Sanitary Off-site Levy rate.
- 57. Trunk Storm** means an existing or proposed storm sewer, generally defined as having an internal diameter of 1,200 mm or greater, as well as stormwater storage facilities and associated outlet piping, that has been designated by The City as a trunk facility, the cost of same having been included in the calculation of the Storm Off-site Levy rate.
- 58. Trunk Water** means an existing or proposed water main, generally having an internal diameter of 350 mm or greater, complete with related pumping and storage facilities, that has been designated by The City as a trunk facility, the cost of same having been included in the calculation of the Water Off-site Levy rate.
- 59. Underground Residential Development (URD)** means development having more than one residential lot and dwelling in conjunction with joint-use shallow utility requirements, and/or deep utility requirements, and/or vehicle roadway development requirements.
- 60. Work by City on Behalf of the Developer** means a charge payable by the Developer for the recovery of costs associated with The City's and/or its agent's construction or connection, on behalf of the Developer, of municipal improvements to serve the Development (for example, installation of utility mains, municipal services, roadwork, pavement marking, and signage).

#### **Rules of Interpretation**

- 61. Provincial Laws**  
This Agreement shall be interpreted and carried out pursuant to the laws of the Province of Alberta.
- 62. Gender**  
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.

**63. Severability**

In the event any of the terms or conditions of this Agreement or their application to a party or circumstance is held invalid by any court, the other terms and conditions of this Agreement and the application of such terms and conditions to the Party or circumstances will not be affected.

# APPENDICES

## APPENDIX A - DEVELOPMENT COSTS

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- Part Three - Development Levies/Charges/Costs
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**APPENDIX A**  
**DEVELOPMENT COSTS**

**Appendix A**  
**Part One**

**Summary of**  
**Development Costs**

**“Subdivision Name and Phase Number”**

**1.1 DEVELOPER COSTS**

Notes: Payments include G.S.T and/or interest, where applicable.  
See “Detailed Calculations” for applicable G.S.T amounts.

Item	Total Costs	Initial Payments	Deferred Payments
.1 Off-site Levy Payment			
a. Off-site Levy Payment for Subdivision Lands	\$0.00	\$0.00	\$0.00
b. Off-site Levy Payment for Remainder of Developer’s Lands	\$0.00	\$0.00	\$0.00
c. Total Off-site Levy Payment Amounts	\$0.00	\$0.00	\$0.00
.2 Recreation Amenity Fund Fee	\$0.00	\$0.00	\$0.00
.3 Administration Fee			
a. General Administrative Fee	\$0.00	\$0.00	\$0.00
b. Survey Network Fee	\$0.00	\$0.00	\$0.00
c. Legal Base Mapping Fee	\$0.00	\$0.00	\$0.00
.4 Electric, Light, and Power Costs	\$0.00	\$0.00	\$0.00
.5 Work by City on behalf of the Developer			
a. Environmental Services Connections	\$0.00	\$0.00	\$0.00
b. Pavement Marking and Signage Costs	\$0.00	\$0.00	\$0.00
c. Other Work on behalf of the Developer	\$0.00	\$0.00	\$0.00
.6 Area Road Improvement Cost	\$0.00	\$0.00	\$0.00
.7 Municipal Improvement (Area, Boundary and/or Oversize) Cost Recovery Charges	\$0.00	\$0.00	\$0.00
.8 Optional/Enhanced Subdivision Amenities Maintenance Fee	\$0.00	\$0.00	\$0.00
<b>Total Development Costs to be Paid by Developer</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

**1.2 CITY OF RED DEER COSTS**

Item	Total Costs	Initial Payments	Deferred Payments
.1 Major Thoroughfare and/or Trunk Extensions			
a. Trunk Water	\$0.00	\$0.00	\$0.00
b. Trunk Sanitary	\$0.00	\$0.00	\$0.00
c. Trunk Storm	\$0.00	\$0.00	\$0.00
d. Major Thoroughfares	\$0.00	\$0.00	\$0.00
<b>Total Development Costs to be Paid by City</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

**1.3 NET DEVELOPMENT COSTS**

Item	Total Costs	Initial Payments	Deferred Payments
.1 Total Development Costs to be Paid by Developer	\$0.00	\$0.00	\$0.00
.2 Total Development Costs to be Paid by City	\$0.00	\$0.00	\$0.00
<b>Net Cost Payable by Developer (or City)</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

**“Subdivision Name and Phase Number”**

**1.4 SUMMARY OF BOUNDARY AND/OR OVERSIZE IMPROVEMENTS FUTURE COST RECOVERIES**

Item	Total Estimated Costs
.1 Total Future Boundary Improvement Cost	\$0.00
.2 Total Future Oversize Improvement Cost	\$0.00
Total Estimated Boundary and/or Oversize Improvements Future Costs Recoveries	\$0.00

**Appendix A**  
**Part Two**

**Development Area**  
**Calculations**

**“Subdivision Name and Phase Number”**

**1. SUBDIVISION LEVY AREA**

Item		Area (hectares)
.1	<b>Area As Per Plan of Subdivision</b>	0.000
.2	<b>Areas To Be Added to Subdivision Plan Area</b>	
	a. Not applicable	0.000
	b. <i>"Insert Parcel Description"</i>	0.000
	Total Area to be added	0.000
.3	<b>Areas To Be Deleted From Subdivision Plan Area</b>	
	a. Not applicable	0.000
	b. <i>"Insert Parcel Description"</i>	0.000
	Total Area to be deleted	0.000
.4	<b>Gross Development Area</b>	<b>0.000</b>

**2. SUBDIVISION OFF SITE LEVY AREA ADJUSTMENTS**

Item	Area (hectares)			
	Water	Sanitary	Storm	Major Thoroughfare
.1	<b>Deferred Off-site Levy Payment Areas</b>			
	a. Not applicable	0.000	0.000	0.000
	b. <i>"Insert Parcel Description"</i>	0.000	0.000	0.000
	Total Deferred Off-site Levy Payment Areas	0.000	0.000	0.000
.2	<b>Previously Paid Off-site Levy Areas</b>			
	a. Not applicable	0.000	0.000	0.000
	b. <i>"Insert Parcel Description"</i>	0.000	0.000	0.000
	Total Previously Paid Off-site Levy Areas	0.000	0.000	0.000
.3	<b>Off-site Levy Not Applicable Areas</b>			
	a. Not applicable	0.000	0.000	0.000
	b. <i>"Insert Parcel Description"</i>	0.000	0.000	0.000
	Off-site Levy Not Applicable Areas	0.000	0.000	0.000
.4	<b>Area Summary</b>			
	a. Gross Development Area	0.000	0.000	0.000
	b. Excluded from this Development (Previously Paid Levy Area)	0.000	0.000	0.000
	c. Net Development Area	0.000	0.000	0.000

**“Subdivision Name and Phase Number”**

**3. REMAINING LANDS OF SUBDIVISION PLAN TO BE DEVELOPED**

Item	Gross Development Area		
	Plan of Subdivision	All Development Area (included in this DA)	Balance of Plan of Subdivision for future Development
.1 Trunk Water	0.000	0.000	0.000
.2 Trunk Sanitary	0.000	0.000	0.000
.3 Trunk Storm	0.000	0.000	0.000
.4 Major Thoroughfares	0.000	0.000	0.000

**4. RECREATION AMENITY FUND AREA**

Item	Area (hectares)
<b>.1 Gross Development Area As Per Part 1.4</b>	<b>0.000</b>
<b>.2 Reserve Areas To Be Added</b>	
a. Not applicable	0.000
b. <i>"Insert Parcel Description"</i>	0.000
Total Area to be added	<b>0.000</b>
<b>.3 Reserve Areas To Be Excluded</b>	
a. Not applicable	0.000
b. <i>"Insert Parcel Description"</i>	0.000
Total Area to be excluded	<b>0.000</b>
<b>.4 Net Developable Area for Recreation Amenity Fund Calculation</b>	<b>0.000</b>

**Appendix A**  
**Part Three**

**Development Levies / Charges / Costs**  
**- With Approved Council Rates**

**1. OFF-SITE LEVY RATES**

The Off-site Levy Rates have been applied in accordance with the City of Red Deer Off-Site Bylaw 3631/2019, approved by City Council on November 25, 2019. The Off-site Levy rate for basin \_\_\_\_ have been applied as follows:

a. Trunk Water	\$ _____ /ha
b. Trunk Sanitary	\$ _____ /ha
c. Trunk Storm	\$ _____ /ha
d. Major Thoroughfare	\$ _____ /ha
Total Off-site Levy Rate:	\$ _____ /ha

**2. RECREATION AMENITY FUND FEE**

The follow Recreation Amenity Fund Rate is as follows:

Basic Rate for Miscellaneous Developments (based on 57 ha) *	\$15,285 /ha
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\* If the net area changes (more or less) the rate will change proportionately to recover the full capital cost.

**3. ENGINEERING SERVICES DEPARTMENT ADMINISTRATION FEES**

The Administration Fees are as follows:

a. General Administrative Fee	\$3,100 /ha + 5% GST
Minimum General Administrative Fee	\$3,500 + 5% GST
b. Survey Network Fee	\$50 /ha
c. Legal Base Mapping Fee	\$250 /ha

**4. AREA ROAD IMPROVEMENT COST**

The following Area Road Improvement cost is interim and subject to change.

The Engineering Services Department calculates Area Road Improvement Costs on a site-specific basis. Charges vary and may not apply to all sites.

a. Kingston Drive from Gaetz Avenue to west property line of Lot 1, Plan 800 HW	\$10,040 /ha
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**5. OPTIONAL / ENHANCED AMENITY MAINTENANCE FEES**

Long term Maintenance provisions for optional / enhanced amenities will be determined on a case-by –case basis.

**6. LAND VALUE**

a. Land Value for 2021	\$222,387 /ha
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**Appendix A**  
**Part Four**

**Detailed Developer**  
**Cost Calculations**

**“Subdivision Name and Phase Number”**

**1. OFF-SITE LEVIES**

**.1 Off-Site Levy on Development**

Off-site Levy charges are not applicable for this Agreement.

OR

For this Agreement, the Developer has elected to pay the total Off-site Levy payment amount on signing the Agreement. The total Off-site Levy payment amounts for this Development are as follows:

OR

For this Agreement, the Developer has elected to pay 25% of the Off-site Levy payment amount on signing the Agreement, and to defer payment of the remaining 75% for one year as detailed in Part Three of this Agreement. Interest at the rate noted below to be applied to the Deferred Payment Amount. The Off-site Levy payment amounts for this Development are as follows:

Enter <b>25%</b> if Developer has elected to defer payment of the Off-site Levies as noted in the following statement.		<b>100%</b>
Use the current Alberta Capital Finance Authority (ACFA) 3-Year rate plus one half of a percent as the interest rate to be applied to deferred payments. (See the ACFA website - <a href="http://www.acfa.gov.ab.ca">www.acfa.gov.ab.ca</a> - for current rate.) Enter Interest Rate in Cell H26.	Current Rate	
	Admin. Fee	<b>0.500%</b>
	Total Rate	<b>0.500%</b>

**.2 Total Off-Site Levy Amounts on Development**

Item	Area	Rate/ha	Total Cost
a. Trunk Water	0.000	\$ _____	\$0.00
b. Trunk Sanitary	0.000	\$ _____	\$0.00
c. Trunk Storm	0.000	\$ _____	\$0.00
d. Major Thoroughfare	0.000	\$ _____	\$0.00
Total Off-site Levy: Development		\$ _____	\$0.00

**“Subdivision Name and Phase Number”**

.3 Deferred Off-Site Levy Amounts on Development

Item	Initial Payment Amounts	Deferred Payment Amount	Interest	Total Deferred Payment Amount
	100%	0%	0.500%	
a. Trunk Water	\$0.00	\$0.00	\$0.00	\$0.00
b. Trunk Sanitary	\$0.00	\$0.00	\$0.00	\$0.00
c. Trunk Storm	\$0.00	\$0.00	\$0.00	\$0.00
d. Major Thoroughfare	\$0.00	\$0.00	\$0.00	\$0.00
Total Off-site Levy: Development	\$0.00	\$0.00	\$0.00	\$0.00

2. **RECREATION AMENITY FUND FEE**

The Recreation Amenity Fund Fee is not applicable for this Agreement.

OR

The Recreation Amenity Fund fee for this Agreement is as follows:

Item	Area	Rate/ha	Total Cost
Basic Rate for Miscellaneous Developments (based on 57 ha)	0.000	\$15,285	\$0.00

3. **ADMINISTRATION FEE**

An Administration Fee is not applicable for this Agreement.

OR

The Administration Fee payment amounts for this Development is as follows:

Item	Rate/ha	Rate/ha	Cost
a. General Administrative Fee	0.000	\$3,100	\$0.00
<b>OR</b>			
Minimum Administrative Fee		\$3,500	\$0.00
GST (5%)			\$0.00
Subtotal			\$0.00
b. Survey Network Fee	0.000	\$50	\$0.00
c. Legal Base Mapping Fee	0.000	\$250	\$0.00
d. Miscellaneous Developer Costs Paid by City (Advertising, Agreement Costs, Etc)			\$0.00
<b>Total Administration Fee</b>			<b>\$0.00</b>

**“Subdivision Name and Phase Number”**

**4. ELECTRIC, LIGHT AND POWER COST**

Electric, Light and Power costs are not applicable for this Agreement.

OR Note: Enter 100% if Developer wants to pay all of the EL&P costs on signing the DA.

The total Electric, Light and Power cost of this work is shown in the following table. A copy of the EL&P estimate is included at the end of this Appendix.

Item of work	Base Cost	G.S.T	Total Cost
Power distribution and street lighting	\$0.00	\$0.00	\$0.00
<b>OR</b>			
Electric, Light, and Power Inspection Charge	\$0.00	\$0.00	\$0.00
<b>Total Electric Light, and Power Costs</b>	\$0.00	\$0.00	\$0.00
a. Initial Payment	\$0.00	\$0.00	\$0.00
b. Deferred Payment	\$0.00	\$0.00	\$0.00

Note: The EL & P charges shown in this Agreement are valid for work started between May 1 and October 14. Costs for work started between October 15 and April 30 will be as detailed in Part Three - Clause 3.7.3 of this agreement.

**5. WORK BY CITY ON BEHALF OF THE DEVELOPER**

Costs for Work by The City on behalf of the Developer are not applicable for this Agreement.

OR

.1 The Environmental Services Department will be installing the following connections on behalf of the Developer.

.1 Not Applicable or enter description

.2 On signing this Agreement, the Developer agrees to pay 50% of the estimated cost for the work listed above. Following substantial completion of the work, The City of Red Deer will invoice the Developer for the actual cost of construction, plus a 10% Administration Fee (if applicable), less the amount paid on signing of the Agreement.

.3 The total estimated cost to be paid by the Developer for above noted Work is shown in the following table. A copy of the Environmental Services estimate is included at the end of this Appendix.

Enter 100% if Developer wants to pay all of the City Work costs on signing the Agreement

Item	Base Cost, including Contingency	Administration Charge	Total Cost
Total estimated cost for connections to existing mains by City Forces	\$0.00	\$0.00	\$0.00
Total estimated cost for connections to existing mains by Others on behalf of the City	\$0.00	N/A	\$0.00
Total estimated cost for connections to existing mains	\$0.00	\$0.00	\$0.00

**“Subdivision Name and Phase Number”**

a. Initial Payment Amount	\$0.00	N/A	\$0.00
b. Estimated Deferred Payment Amount	\$0.00	\$0.00	\$0.00

- .4 The Public Works Department will be installing the required traffic signage on behalf of the Developer.

The Public Works Department will be installing the required painted pavement markings on behalf of the Developer.

- .1 Not Applicable for this Agreement

OR

Item	Base Cost	G.S.T.	Total Cost
Signage	\$0.00	\$0.00	\$0.00
Painted Pavement Markings	\$0.00	\$0.00	\$0.00
<b>Total Payment</b>	\$0.00	\$0.00	\$0.00

Note: On signing this Agreement, the Developer agrees to pay 100% of the estimated cost for the work by City Forces listed in above, including a 10% Public Works Administration Fee. Detailed Cost Estimates for this work are included at the end of this Appendix under Supporting Documents.

- .5 The City, as part of a major construction project, will be completing the following Work on behalf of the Developer. See Part Seven - Supplementary Conditions for additional information regarding cost sharing, etc.

- .1 Not Applicable or enter description

**6. AREA ROAD IMPROVEMENT COSTS**

Area Road Improvement costs based on Council approved rates are not applicable for this Agreement.

OR

The City has constructed or will be constructing the following Area Road Improvements for the benefit of the Developer's Lands.

Area Road Improvement costs based on rates approved by Council are as follows:

Item	Area	Rate/ha	Total Cost
a. Kingston Drive from Gaetz Avenue to west property line of Lot 1, Plan 800 HW	0.000	\$0.00	\$0.00
<b>Total Area Road Improvement Cost</b>			\$0.00

**“Subdivision Name and Phase Number”**

**7. BOUNDARY AND/OR OVERSIZE IMPROVEMENT COSTS**

There are no Boundary and/or Oversize Improvement costs applicable to this Agreement.

OR

Boundary and/or Oversize Improvements have been constructed by the following Developer(s) for the benefit of this Development. The City has provided an "Endeavor to Assist" in prior development agreements for the recovery of all or a portion of these costs in this Agreement.

Detailed cost recovery calculations are included in Appendix A - Part 6.

Improvement Charges Payable to:	Boundary Improvement Costs	Oversize Improvement Costs	Improvement Cost Subtotals
“Name of Developer A”			
“Development Name and Phase”	\$0.00	\$0.00	\$0.00
“DA Number”			
<b>Total Improvement Charges payable by Developer</b>	\$0.00	\$0.00	\$0.00

**8. OPTIONAL/ENHANCED SUBDIVISION AMENITIES MAINTENANCE**

Optional / enhanced subdivision amenity maintenance fees are not applicable for this Agreement.

OR

Optional / enhanced subdivision amenity maintenance fees are as follows:

Item	Estimated Cost	Amount of Maintenance Fee	Total Maintenance Cost
a. "Describe Amenities"	\$0.00		\$0.00
Total Optional Enhanced Amenity Maintenance Fee			\$0.00

*\*Long term maintenance provisions for optional /enhanced amenities will be determined on a case-by-case basis.*

**“Subdivision Name and Phase Number”**

**Appendix A – Part Four Support Documents**

**INDEX**

Attached are estimates for the following:

1. Electric, Light, and Power costs
2. Work by City on behalf of the Developer

**Appendix A  
Part Five**

**Detailed City  
Cost Calculations**

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**“Subdivision Name and Phase Number”**

**1. GENERAL**

The Developer is not required to construct any trunk infrastructure and/or major thoroughfares on behalf of The City as a condition of this Agreement.

OR

The Developer agrees to construct the following trunk infrastructure and/or major thoroughfares on behalf of The City with The City agreeing to pay for the costs as detailed in the following clause.

On signing this Agreement, the City agrees to pay 50% of the estimated cost for the work listed below. Following issuance of the Construction Completion Certificates for the noted work, the Developer will invoice The City for the actual cost of construction, plus a 10% engineering fee, less the amount paid on signing of this Agreement. Costs will be based on the final progress payment to the Contractor.

OR

The City agrees to present the estimated cost of constructing the noted facilities to City Council for their consideration during the 20xx budget review. The City will reimburse the Developer the cost of these off-site levy facilities when and if the budget is approved by City Council. If approved, the City will pay the outstanding balance for the noted improvements.

Following issuance of the Construction Completion Certificates for the noted work, the Developer will invoice The City for the actual cost of construction, plus a 10% engineering fee, less the amount paid on signing of this Agreement. Costs will be based on the final progress payment to the Contractor.

OR

The Developer is required to construct the following trunk infrastructure and/or major thoroughfares on behalf of The City as a condition of this agreement. It is agreed that this development is not next in line following a logical extension of services as determined by The Engineer.

The City agrees to present to City Council for their consideration during future budget review the costs when future development has infilled to the boundaries of this development and the trunk infrastructure or major thoroughfares are required. All costs recoveries will be subject to Council approval and cost to be recovered will be limited to current construction costs.

**2. DESCRIPTION OF TRUNK INFRASTRUCTURE AND/OR MAJOR THOROUGHFARE**

- a. Trunk Water
  - i.
- b. Trunk Sanitary
  - i.
- c. Trunk Storm
  - i.

**“Subdivision Name and Phase Number”**

d. Major Thoroughfares

i.

**3. SUMMARY OF TRUNK INFRASTRUCTURE AND/OR MAJOR THOROUGHFARE**

The following is a summary of the Development Costs payable by The City in this Agreement:

Item	Total Estimated Cost	Initial Payment Amounts	Estimated Deferred Payment Amounts
.1 Trunk Infrastructure and/or Major Thoroughfare Costs			
a. Trunk Water	\$0.00	\$0.00	\$0.00
b. Trunk Sanitary	\$0.00	\$0.00	\$0.00
c. Trunk Storm	\$0.00	\$0.00	\$0.00
d. Major Thoroughfares	\$0.00	\$0.00	\$0.00
<b>Total City Costs</b>	\$0.00	\$0.00	\$0.00

**“Subdivision Name and Phase Number”**

**Appendix A – Part Five Support Documents**

**INDEX**

Attached are drawings illustrating the following:

- .1 Trunk Infrastructure and/or Major Thoroughfare Costs
  - a. Trunk Water
  - b. Trunk Sanitary
  - c. Trunk Storm
  - d. Major Thoroughfares

**Appendix A**  
**Part Six**

**Boundary and/or Oversize Improvements**  
**Cost Recovery Calculations**

**“Subdivision Name and Phase Number”**

**1. DESCRIPTION OF BOUNDARY AND/OR OVERSIZE MPROVEMENTS**

Boundary and/or Oversize Improvements cost recovery charges are not applicable for this Agreement.

OR

- .1 In conjunction with the servicing of the following developments, Boundary and/or Oversize improvements were constructed for the benefit of this development. Previous developers paid for these improvements, and consequently, are entitled to recover these costs as a condition of this Agreement.

The applicable costs of the various improvements are summarized in the following tables.

**.2 Summary of Developer “A” Benefiting Improvements and Costs**

a.	“Name of Developer A”
b.	“Development Name and Phase”
c.	“DA Number Dev A”

The following Improvements have been constructed by Developer “A” for the benefit of this development:

- .1 Boundary Improvements
  - a. Not Applicable or enter description
- .2 Oversize Improvements
  - a. Not Applicable or enter description

Improvement	Boundary Improvement Costs	Oversize Improvement Costs	Municipal Improvement Cost Subtotals
a. Water	\$0.00	\$0.00	\$0.00
b. Sanitary Sewer	\$0.00	\$0.00	\$0.00
c. Storm Sewer	\$0.00	\$0.00	\$0.00
d. Roadway	\$0.00	\$0.00	\$0.00
e. Lane	\$0.00	\$0.00	\$0.00
Developer “A” – Total Improvement Cost Recovery	\$0.00	\$0.00	\$0.00

**“Subdivision Name and Phase Number”**

**2. SUMMARY OF BOUNDARY AND/OR OVERSIZE MPROVEMENTS COST RECOVERY CHARGES**

Improvement	Boundary Improvement Costs	Oversize Improvement Costs	Municipal Improvement Cost Subtotals
Total Improvement Cost Recovery	\$0.00	\$0.00	\$0.00

**Appendix A – Part Six Support Documents**

**INDEX**

Attached are drawings illustrating the following:

- .1 Developer “A” Improvements
  - a. Boundary Improvements
  - b. Oversize Improvements

**Appendix A**  
**Part Seven**

**Boundary and/or Oversize Improvements**  
**Future Cost Recovery Calculations**  
**(Endeavours to Assist)**

**“Subdivision Name and Phase Number”**

**1. DESCRIPTION OF BOUNDARY AND/OR OVERSIZE IMPROVEMENTS**

Future Cost Recovery calculations for the construction of Boundary and/or Oversize Improvements are not applicable to this Agreement.

OR

- .1 The City herein acknowledges that various Improvements as listed in the following tables are eligible as Boundary and/or Oversize Improvements, insomuch as the property owner/developer of adjacent lands will likely be able to utilize the same. The City will therefore Endeavour to Assist the Developer with respect to the collection of the various sums as listed in the following tables.

As detailed in Part Four of this Agreement, The City does not guarantee the collection of any portion of the costs noted in the following tables. Payment, if any, will be made to the Developer as identified in Part One - Memorandum of Agreement.

**.2 Summary of Development Area “A” Future Cost Recoveries**

a. Development Area “A”
-------------------------

The following Improvements have been constructed for the benefit of future Development Area “A”

- .1 Boundary Improvements
  - a. Not Applicable or enter description
- .2 Oversize Improvements
  - a. Not Applicable or enter description

Improvement	Future Boundary Improvement Cost Recoveries	Future Oversize Improvement Cost Recoveries	Total Future Improvement Cost Recoveries
a. Water	\$0.00	\$0.00	\$0.00
b. Sanitary Sewer	\$0.00	\$0.00	\$0.00
c. Storm Sewer	\$0.00	\$0.00	\$0.00
d. Roadway	\$0.00	\$0.00	\$0.00
e. Lane	\$0.00	\$0.00	\$0.00
Developer “A” – Total Future Cost Recovery	\$0.00	\$0.00	\$0.00

**“Subdivision Name and Phase Number”**

**.2 SUMMARY OF BOUNDARY AND/OR OVERSIZE IMPROVEMENT FUTURE COST RECOVERY CALCULATIONS**

Item	Future Boundary Improvement Cost Recoveries	Future Oversize Improvement Cost Recoveries	Total Future Cost Recoveries
Development Area "A"	\$0.00	\$0.00	\$0.00
Total Future Cost Recoveries	\$0.00	\$0.00	\$0.00

**Appendix A – Part Seven Support Documents**

**INDEX**

Attached are drawings illustrating the following:

1. Development Area "A" Improvements
  - a. Boundary Improvements
  - B. Oversize Improvements

**APPENDIX B**

**RECORD  
OF  
SUBMISSIONS**

ITEM	DATE RECEIVED & APPROVED
1. Development Plans /Approvals / Information	
1. Tentative Plan of Survey (Approved by M.P.C.)	
a. Paper Copy	
b. Digital File (CAD)	
2. Utility Right of Way Plan	
a. Paper Copy	
b. Digital File (CAD)	
3. Conditions of Subdivision and/or Conditionally Approved Development Permit	
4. Phase Boundary and Location Plan	
5. Land Title Certificate	
2. Drawings and Specifications	
1. Construction Drawings (excluding specific drawings noted below). The following drawings are to be included in the drawing set:	
a. Water main flushing and disinfection procedures drawing signed by Environmental Construction/Maintenance Superintendent,	
b. Pavement marking and signage drawing signed by Traffic Engineer,	
c. Landscape drawing(s) signed by Recreation, Parks, and Culture	
d. Optional/enhanced subdivision amenities drawing(s)	
i. Subdivision entrance drawings signed by the Recreation, Parks, and Culture Manager,	
ii. Level 4 Landscape drawing(s) signed by Recreation, Parks, and Culture Manager,	
iii. Sound attenuation walls	
iv. equipment (if installed).	
v. ways.	
2. Plan Drawings - digital files	
3. Construction Specifications	
a. Minimum City Standards	
b. Additions / Variances to Standards	

3. Detailed Developer Cost Documentation	
1. Estimate for all municipal improvements	
2. Electric, Light, and Power Costs	
3. Work by City on Behalf of the Developer	
a. Estimated cost for connections to existing mains	
b. Estimate for paint markings & signage (from Public Works)	
4. Estimates for Boundary and/or Oversize Improvements to be constructed by Developer	
5. Cost for the following Optional/Enhanced Amenities to be constructed by Developer, if applicable:	
a. Subdivision Entrance Sign(s)	
b. Level Four Landscaping	
c. Sound Attenuation Walls	
d. Stormwater Retention (Wet) Pond -	
e. Miscellaneous Construction / Features (e.g. Cairns)	
4. Development Schedule	
5. Geotechnical Update Memo - per Section 13 of the Design Guidelines	
6. Approvals	
1. Alberta Environmental Protection	
a. Copy of Written Notification for Extension to a Waterworks, Wastewater or Storm Drainage System	
b. Letter of Authorization for Storm Drainage Treatment Facilities	
c. Approval letter from Alberta Environment under the Water Act for infill or modification to a wetland(s)	
d. Proof of payment of the invoice from the Wetland Restoration Agency for the wetland compensation	
2. Location Approvals	
a. Canada Post - Community Mail Box	
b. Emergency Services Department -	
c. Transit Department - Bus Stops/Routes	
7. Franchise Utility Company Alignment Approvals	
1. ATCO Gas and Pipelines Limited	
2. Shaw Cable Systems Ltd.	
3. Telus Communication Inc.	

8. Crossing, Proximity, Ground Disturbance and/or Encroachment Agreements	
1. High Pressure Gas Mains	
2. EL&P Ducts	
3. Telus Ducts	
4. Railway Rights of Way	
5. River and/or Creeks	
6. AltaLink	
7. Others	
9. Council Resolutions (special resolutions / bylaws specific to this DA)	

**APPENDIX C**

**APPROVAL DOCUMENTS**

**“Subdivision Name and Phase Number”**

**APPENDED APPROVAL DOCUMENTS**

**1. DEVELOPMENT PLANS / APPROVALS / INFORMATION**

- a. Phase boundary and location plan
- b. Land Title Certificate

**2. PLANS/APPROVALS**

- a. Tentative Plan of Survey (MPC Approved)
- b. Utility Right of Way Plan/
- c. Conditions of Subdivision (Planning Approved) and/or Conditionally Approved Development Permit
- d. Construction drawings (Engineering Approved)

**3. ALBERTA ENVIRONMENTAL PROTECTION**

- a. Copy of Written Notification for Extension to a Waterworks, Wastewater or Storm Drainage System
- b. Letter of Authorization for Storm Drainage Treatment Facilities
- c. Approval letter from Alberta Environment under the Water Act to infill or modification to a wetland(s)
- d. Proof of payment of the invoice from the Wetland Restoration Agency for the wetland compensation.

**4. LOCATION APPROVALS**

- a. Canada Post – Location of Community Mail Boxes
- b. Emergency Services Department – Emergency Access and Fire Hydrant Locations
- c. Transit Department – Bus Stops
- d. Temporary Traffic Control Plans

**5. GEOTECHNICAL REQUIREMENTS**

- a. Geotechnical Update Memo - per Section 13 of the Design Guidelines

**6. FRANCHISE UTILITY COMPANY ALIGNMENTS**

- a. ATCO Gas Limited
- b. Shaw CableSystems Ltd.
- c. Telus Communications Inc.

**“Subdivision Name and Phase Number”**

**7. CROSSING, PROXIMITY, GROUND DISTURBANCE AND/OR ENCROACHMENT AGREEMENTS**

- a. High Pressure Gas Main Agreement(s)
- b. EL&P Duct Agreement(s)
- c. Telus Duct Agreements(s)
- d. Railway R/W Crossing Agreement(s)
- e. River and/or Creek Crossing Agreement(s)
- f. AltaLink Agreement(s)
- g. Others

**8. COUNCIL RESOLUTIONS**

**APPENDIX D**

**DEVELOPMENT SCHEDULE**

**“Subdivision Name and Phase Number”**

The following Development Schedule has been submitted by the Developer based on information available at the time of submission. Any changes to the schedule should be mutually agreed to by the Developer and The City as detailed in Part Three of this Agreement. It will be the Developer's responsibility to coordinate the work of Contractors, Public Works Department, Environmental Services Department, EL&P Department, Utility Companies, and others to meet the following Schedule.

Municipal Improvement	Development Schedule	
	Planned Start Date	Planned Finish Date
1.1 Clearing, Stripping and Grading		
.1 Site Clearing, Topsoil Stripping and Grading		
.2 Erosion and Sediment Control		
a. Permanent Erosion and/or Sediment Control Facilities		
b. Temporary Erosion and/or Sediment Control Facilities		
.3 Stormwater Management Storage Facilities		
a. Trunk Storm Mains , Pond Inlet/Outlet and Outlet Control Structures, Pond Perimeter Drainage System		
b. Subgrade Fine Grading, Topsoil Placement, Topsoil Fine Grading, Level One and Level Two Landscaping		
1.2 Trunk and/or Subdivision Utility Infrastructure Construction		
.1 Water Mains		
.2 Sanitary Sewer Mains		
.3 Storm Sewer Mains		
.4 Service Connections		
.5 Connections to existing mains by City Forces		
1.3 Major Thoroughfare and/or Subdivision Roadways Construction		
.1 Gravel Base, Catch Basins and Concrete Work		
.2 Asphaltic Concrete Paving		
a. Initial Lift(s)		
b. Final Lift(s)		
c. Paved Walkways within Road Rights of Way		

**“Subdivision Name and Phase Number”**

Municipal Improvement		Development Schedule	
		Proposed Start Date	Proposed Finish Date
1.3	Major Thoroughfare and/or Subdivision Roadways Construction		
.3	Traffic Marking and Signage,		
	a. Temporary Pavement Marking		
	b. Permanent Traffic Control Signage		
	c. Street Name Identification Signs		
	d. Permanent Plastic Pavement Marking (Private Contractor)		
	e. Painted Pavement Marking (City Forces)		
.4	Subdivision Signage		
	a. Subdivision Map Sign		
	b. Information and/or Warning Signs		
1.4	Lane Construction		
.1	Gravel Lanes		
	a. Initial Gravel Base Construction		
	b. Reshaping Granular Surface prior to FAC		
.2	Paved Lanes		
	a. Initial Gravel Base Construction		
	b. Reshaping Granular Surface and Paving		
1.5	Shallow Utilities		
.1	Power & Streetlighting (Private Contractor)		
.2	Power & Streetlighting (City Forces)		
.3	Telephone		
.4	Cable TV		
.5	Natural Gas		
1.6	Landscaping (includes all Municipal Reserve Parcels, Public Utility Lots, Arterial Roadway berms and/or other areas as shown on the Drawings.)		
.1	Level 1 - Seeding		
.2	Level 2 - Tree Planting		

**“Subdivision Name and Phase Number”**

Municipal Improvement		Development Schedule	
		Proposed Start Date	Proposed Finish Date
.3	Level 3 - Parks Amenities		
a.	Post and Cable Fences, Bollards, Bicycle Barriers, etc.		
b.	Paved Walkways within Public Utility Lots, Environmental Reserves and Municipal Reserves		
c.	Shale and/or Gravel Walkways within Environmental and Municipal Reserves		
d.	Site furnishings (e.g. garbage receptacles, benches, etc.)		
e.	Tot lots and playschool play structures		
f.	Trail Signage		
.4	Collector Roadway Tree Planting		
1.7	Optional/Enhanced Subdivision Amenities		
.1	Subdivision Entrance Sign(s)		
.2	Level Four Landscaping - Optional/Enhanced Landscape Amenities		
a.	"Describe Amenity"		
.3	Sound Attenuation Walls		
.4	Stormwater Retention (Wet) Pond - Water Fountains/Aeration Equipment (if installed)		
1.8	Miscellaneous Construction		
.1	"Provide Description of Work"		
.2	"Provide Description of Work"		
<b>Municipal Improvements Construction Timeframe</b>			

**APPENDIX E**

**SUMMARY OF  
CONSTRUCTION COSTS  
AND  
SECURITY AMOUNTS**

**“Subdivision Name and Phase Number”**

**1. MUNICIPAL IMPROVEMENT CONSTRUCTION COSTS**

Note 1: The cost of each Municipal Improvement shall include an allowance for Engineering and Contingencies.

Municipal Improvement	Construction
1.1 Clearing, Stripping and Grading	
.1 Site Clearing, Topsoil Stripping, Stockpiling and/or Off-site Disposal and Grading	
.2 Erosion and Sediment Control	
a. Permanent Erosion and/or Sediment Control Facilities	
b. Temporary Erosion and/or Sediment Control Facilities	
.3 Stormwater Management Storage Facilities	
a. Pond: Trunk Storm (Pond Connection to Existing Storm Sewer System), Pond Inlet/Outlet Structures Outlet Control Structures, maintenance Access Paths and Pond Perimeter Drainage System	
b. Subgrade Fine Grading, Topsoil Placement, Topsoil Fine Grading and Level One Landscaping	
1.2 Trunk and/or Subdivision Utility Infrastructure Construction	
.1 Water Mains,	
.2 Sanitary Sewer Mains	
.3 Storm Sewer Mains	
.4 Service Connections	
1.3 Major Thoroughfare and/or Subdivision Roadways Construction	
.1 Roadway-Gravel Base, Catch Basins and Concrete Work	
.2 Roadway-Asphaltic Concrete Paving	
a. Local Roadway, Collector Roadways and Major Thoroughfares – Initial Lift or Full Depth	
b. Local Roadway, Collector Roadways and Major Thoroughfares-Final Lift(s)	
c. Paved Walkways within Road Right of Ways	
.3 Traffic Controls (Pavement Markings and Signage)	
a. Temporary Pavement Marking	
b. Permanent Traffic Control Signage	
c. Street Name Identification Signs	
d. Permanent Plastic Pavement Marking	
e. Painted Pavement Marking	
.4 Subdivision Signage	
a. Subdivision Map Sign	
b. Information and/or Warning Signs	
1.4 Lane Construction	

**“Subdivision Name and Phase Number”**

.1	Gravel Lanes (Initial Construction)	
a.	Initial Construction and Reshaping Granular Surface at FAC	
.2	Paved Lanes (Reshaping Granular Surface and Paving)	
a.	Initial Gravel Base Construction	
b.	Reshaping Granular Surface and Paving	
1.5	Shallow Utilities	
.1	Power & Streetlighting (Private Contractor)	
.2	Power & Streetlighting (City Forces)	
.3	Telephone	
.4	Cable TV	
.5	Natural Gas	
1.6	Landscaping (includes all Municipal Reserve Parcels, Public Utility Lots, Expressway and Arterial Roadway berms and/or other areas as shown on the Drawings)	
.1	Level 1 Landscaping - Top Soil Placement, Fine Grading & Seeding	
.2	Level 2 Landscaping - Tree Planting	
.3	Level 3 Landscaping - Parks Amenities	
.4	Collector Roadway Tree Planting	
1.7	Optional/Enhanced Subdivision Amenities	
.1	Subdivision Entrance Sign(s)	
.2	Level Four Landscaping Amenities	
.3	Sound Attenuation Walls	
.4	Stormwater Retention (Wet) Pond-Water Fountains/Aeration Equipment (if installed)	
1.8	Miscellaneous Construction	
.1		
.2		
.3		
.4		
.5		
.6		
	<b>Total Cost of Municipal Improvements to be Constructed by Developer</b>	

**“Subdivision Name and Phase Number”**

**2. SECURITY AMOUNTS**

Security, based on the estimated cost of each Municipal Improvement, is to be provided in accordance with Part Five – Clause 5.2. If required, security, in accordance with Clause 5.3, is to be provided for the Deferred Payments included in Appendix A – Part One.

**2.1 Security Amounts for Cost of Municipal Improvements to be constructed by the Developer**

Item	Security Amounts
.1 Total Cost of Municipal Improvements to be Constructed by Developer	\$0
.2 Delete Cost of Site Clearing, Topsoil Stripping, Stockpiling and/or Off-site Disposal and Grading.	\$0
.3 Net Cost of Municipal Improvements to be Constructed by Developer	\$0
Item	Security Amounts
Total Security Amounts pursuant to Part Five - Clause 5.2 = 25% of Net Cost of Municipal Improvements (Minimum Security Amount = \$30,000)	\$0

**2.2 Security Amount for Deferred Development Charges/Costs**

Item	Security Amounts
.1 Deferred Off-site Levy Charge, including interest payment	\$0
.2 Electric, Light, and Power Department Charges	\$0
.3 Deferred Costs for Work by The City on behalf of the Developer	\$0
Security amounts pursuant to Part Five – Clause 5.3 = 100% of Summary of Deferred Payment Amounts	\$0

**2.3 Other Specified Security Amounts**

Item	Security Amounts
.1 “Describe”	\$0
.2 “Describe”	\$0
Total Other Specified Security Amount Required	\$0

**2.4 Total Security Amount Required**

Item	Security Amounts
.1 Municipal Improvements	\$0
.2 Deferred Payments	\$0
.3 Other Specified Security	\$0
Total Security Amount Required (Minimum Security Amount = \$30,000)	\$0

**“Subdivision Name and Phase Number”**

Attached, as part of this Appendix, are copies of the following:

1. Developer’s Letter(s) of Credit or Surety Bond
2. Developer’s Certificate of Insurance
3. Contractor’s Certificate of Insurance
  - a. Underground Improvements Contractor’s
  - b. Surface Improvements Contractor’s
  - c. Landscape Contractor’s
  - d. Others