

THIS (INSERT NAME OF SUBDIVISION & STAGE #) DEVELOPMENT AGREEMENT

made on _____.

BETWEEN:

THE CITY OF ST. ALBERT,
a Municipal Corporation
in the Province of Alberta,
(hereinafter called "the City")

- and -

(INSERT NAME OF DEVELOPER),
Body Corporate
in the Province of Alberta,
(hereinafter called "the Developer")

PREAMBLE

WHEREAS:

The Developer is or is entitled to become the registered owner of the Lands, which are located in the City of St. Albert

The Developer applied to the Subdivision Authority of the City to subdivide the Lands and to develop or provide for development of the Development Area

The Subdivision Approving Authority approved the subdivision of the Lands subject to conditions, including the entering into of this Development Agreement

This Development Agreement reflects the commitment of the City and the Developer to the planned and orderly development of the Lands, the neighbourhood within which the Lands fall and the City of St. Albert

The Developer now wants to proceed with the orderly servicing of the Development Area through the construction and installation of Local Improvements and Landscaping in accordance with the terms and conditions contained in this Agreement

The Developer has submitted a completed Development Agreement Request form to the City and has satisfied the obligations contained in that Development Agreement Request form

The Developer and the City are therefore willing to enter into this Agreement under which

- The Developer will construct Local Improvements and Landscaping to serve the Development Area, which include roadway infrastructure, water infrastructure, sanitary sewer infrastructure, storm sewer infrastructure and parks and boulevards;
- The Developer will construct or pay for the construction of improvements with Excess Capacity or provide funds to the City to compensate the City or other developers who have constructed or paid for the construction of improvements with Excess Capacity;

- The Developer will pay off-site levies under the Off-Site Levy Bylaw to assist the City in meeting the need, which arises from the proposed development, for the eventual expansion of the City's roadway infrastructure, water infrastructure, sanitary sewer infrastructure and storm sewer infrastructure and the purchase of lands required for that expansion;
- The City will provide the Developer access to Public Land to enable the Developer to construct the Local Improvements and Landscaping and the City will undertake duties related to the proposed subdivision and development in accordance with this Development Agreement.

In consideration of the mutual and other covenants contained in this Development Agreement, the parties agree as follows:

PART I DEFINITIONS, INTERPRETATION AND SCHEDULES

1. INTERPRETATIONS AND DEFINITIONS

1.1 In this Agreement:

- (a) "Act" means the *Municipal Government Act*, R.S.A. 2000, c.M-26;
- (b) "Acceptance" means the City Engineer's acceptance of Local Improvement Plans for the construction of Local Improvements;
- (c) "Agreement" and "this Agreement" and any similar expression means the whole of this Agreement including the Schedules;
- (d) "Approval" means the approval by the Subdivision Authority or the Subdivision and Development Appeal Board as set out in Schedule "C" and any changes, amendments or extensions made to that approval;
- (e) "As-Built Plan" means a document that:
 - (i) shows the Local Improvements as actually constructed, installed, or commissioned; and
 - (ii) identifies variances, if any, between the Local Improvements as shown in the Local Improvement Plans and the Local Improvements actually constructed, installed, or commissioned;
- (f) "Bylaw" means the Off-Site Levy Bylaw 30/2013;
- (g) "CCC" means Construction Completion Certificate;
- (h) "Certificates of Insurance" means the certificates evidencing the insurance required under article 17;
- (i) "City Engineer" means the professional engineer designated as the City Engineer;
- (j) "City Servicing" means:

- (i) Municipal Infrastructure;
- (ii) a pedestrian walkway system, and connections with other walkway systems, public utilities other than telecommunication systems or works, off-street or other parking facilities and loading and unloading facilities, whether or not located on the Development Area; or
- (iii) both

constructed or installed by the City which benefit the Development Area;

(k) "City Servicing Amounts" means the costs of the City Servicing as referenced in Schedule "N":

(l) "City Standards" means:

- (i) the standards and specifications for design, construction and installation set out in the City of St. Albert Municipal Engineering Standards and Design Principles published by the City's Engineering Department in effect on the date of signing this Agreement; and
- (ii) any additional standards, conditions or requirements imposed upon the Development Area by the City's Development Authority, Subdivision Authority, Subdivision and Development Appeal Board, Development Officer or the City Engineer;

(m) "Deficiency" means a defect in the construction, installation, repair, restoration or maintenance of the Local Improvement or Landscaping;

(n) "Deficiency List" means the list of Deficiencies prepared in accordance with this Agreement;

(o) "Developable Lands" means developable lands as defined in the Bylaw;

(p) "Developer's Engineer" means the consulting professional engineer retained by the Developer;

(q) "Developer's Geotechnical Engineer" means the consulting geotechnical professional engineer retained by the Developer;

(r) "Development Area" means those lands which are outlined in blue on Schedule "A" to this Agreement;

(s) "Development Officer" means the Director of Planning and Development or a person appointed as a development officer by the City;

(t) "Environmental Reserve" means environmental reserve as defined in the Act;

(u) "Essential Local Improvements" means the Local Improvements listed in Schedule "D" to this Agreement;

(v) "Excess Capacity" means any capacity in excess of that required for a proposed development or subdivision;

(w) "Excess Capacity Improvement" means

- (i) Municipal Infrastructure; or
- (ii) a pedestrian walkway system, and connections with other walkway systems, public utilities other than telecommunication systems or works, off-street or other parking facilities and loading and unloading facilities, whether or not located on the Development Area

that is constructed or installed with Excess Capacity, whether or not constructed or installed at the time of subdivision approval;

- (x) "Excess Capacity/Oversizing Reimbursement" means the amount payable by the Developer as a result of another developer constructing a Local Improvement with Excess Capacity, which amount is as noted in Schedule "N";
- (y) "FAC" means Final Acceptance Certificate;
- (z) "Financial Security" means:
 - (i) cash;
 - (ii) a bank draft; or
 - (iii) an irrevocable letter of credit, or;
 - (iv) a development bond;
- (aa) "Lands" means those lands legally described in the certificate of title attached as Schedule "B";
- (bb) "Landscaping Plans" means the plans and specifications prepared and submitted by the Developer to the City for the construction and installation of Landscaping;
- (cc) "Landscaping" means the landscaping and fencing described in Schedule "F";
- (dd) "Local Improvements" means all those improvements described in Schedule "E";
- (ee) "Local Improvement Plans" means the plans and specifications prepared and submitted by the Developer to the City for the construction and installation of Local Improvements;
- (ff) "Maintenance Periods" means the periods of time set out in Schedule "L" to this Agreement;
- (gg) Municipal Infrastructure means Municipal Infrastructure as defined in the Bylaw;
- (hh) "Municipal Reserve" means municipal reserve as defined in the Act;
- (ii) "Off-site Levy" means the off-site levy charges imposed against the Developable Lands in accordance with the Bylaw and set out in Schedule "M";
- (jj) "Off-site Levy Framework" means the City's Policy C-P&E-08;
- (kk) "Public Lands" means

- (i) road rights of way;
 - (ii) easements in favour of the City;
 - (iii) public parks;
 - (iv) public utility lots;
 - (v) Municipal Reserves;
 - (vi) Environmental Reserves;
 - (vii) school reserves; and
 - (viii) other properties in the Development Area owned or administered by the City or a school board with jurisdiction within the City, or which are to be dedicated by the Developer to the City or a school board;
- (ll) "Record Drawing" means a document which shows the final design of the project including design changes to the Local Improvement Plans;
- (mm) "Show Home" means a dwelling unit that is used to exhibit dwelling units for sale;
- (nn) "Subdivision Area" means that portion of the Lands that are outlined in red on Schedule "A" to this Agreement;
- (oo) "Subdivision Authority" means the St. Albert Subdivision Authority;
- (pp) "Subdivision Plan" means the plan of subdivision required to be approved by the Subdivision Authority or the Subdivision and Development Appeal Board and registered with the Land Titles Office; and
- (qq) "Works" means all work done or required to be done by the Developer under this Agreement including but not limited to construction and installation of the Local Improvements and Landscaping.

1.2 In this Agreement:

- (a) the Preamble forms part of this Agreement and is intended to assist in explaining the background to this Agreement, but if there is a conflict between the Preamble and any other provision in this Agreement, the provision prevails;
- (b) the Schedules form part of this Agreement, but if there is a conflict between the Schedules and any other provision in this Agreement, the Schedules prevail;
- (c) words importing the plural include the singular, and vice versa, and words importing a gender include the opposite or neutral gender, as the case may be, unless the context otherwise requires;
- (d) references to a person include references to an individual, firm, company, corporation, or unincorporated body of persons;
- (e) references to an act, regulation, City bylaw, City standard or City policy shall be interpreted as a reference to the act, regulation, City bylaw, City standard or City policy as amended, or replaced from time to time, except where this Agreement specifies their application at a point in time;
- (f) the word "may" is to be construed as permissive and empowering;

- (g) the words "must" and "shall" are to be construed as imperative;
- (h) the division of this Agreement into articles, sections and clauses is for convenience of reference only, and the use of such divisions or headings does not modify or affect the interpretation of this Agreement;
- (i) the word "including" or "includes" means including or includes without limiting the generality of the foregoing;
- (j) any approval or authorization required under this Agreement from the City or an official of the City must be in writing to be effective; and

To the extent that any provision of this agreement is intended to and would operationally have a retroactive effect, the parties acknowledge and ratify the application and enforceability of such provisions having such retroactive effect.

- (k) any reference to:
 - (i) the City Engineer includes a reference to a lawful delegate of the City Engineer;
 - (ii) a Development Officer includes a reference to a lawful delegate of the Development Officer;
 - (iii) a Development Authority includes a reference to a lawful delegate of the Development Authority; and
 - (iv) a Subdivision Authority includes a reference to a lawful delegate of the Subdivision Authority.

1.3 The following Schedules form part of this Agreement:

- (a) Schedule "A" - Subdivision Area;
- (b) Schedule "B" - Certificate of Title;
- (c) Schedule "C" - Approving Authority Decision;
- (d) Schedule "D" - Essential Local Improvements;
- (e) Schedule "E" - Local Improvements;
- (f) Schedule "F" - Landscaping;
- (g) Schedule "G" - Accepted Engineering Local Improvement Plans;
- (h) Schedule "H" - Financial Security;
- (i) Schedule "I" - Certificate of Insurance;
- (j) Schedule "J" - Construction Completion Certificate ("CCC");
- (k) Schedule "K" - Final Acceptance Certificate ("FAC");
- (l) Schedule "L" - Maintenance Periods;

- (m) Schedule "M" – Off-site Levy;
- (n) Schedule "N" – City Servicing Amount and Excess Capacity Reimbursement;
- (o) Schedule "O" – Acknowledgement of Voluntary Excess Capacity Construction;
- (p) Schedule "P" – Arbitration Process and Powers.

1.4 This Agreement does not constitute approval of any subdivision and is not a development permit or other permit granted by the City.

PART II APPLICATION PROCESS

2. APPROVING AUTHORITY DECISION

2.1 This Agreement incorporates by reference and includes as obligations on the Developer all conditions referenced in the City of St. Albert Subdivision Authority Decision dated (INSERT DATE DECISION IS SIGNED) (referenced as File No. (INSERT FILE NO.) C.200??.?) attached as Schedule "C".

3. PLAN OF SUBDIVISION

3.1 Within ONE YEAR of the Subdivision Authority's endorsement of the Subdivision Plan, the Developer must cause the Subdivision Plan to be registered in the Land Titles Office.

3.2 Prior to registering the Subdivision Plan, the Developer must:

- (a) obtain from an accredited land surveyor a list of the exact area in square metres for each lot in the Subdivision Area; and
- (b) submit that list to the City Assessor.

3.3 On the direction of the City Engineer, the City may require the Developer to register a restrictive covenant over all lots in the Development Area to address geotechnical issues, infill or slope stability or any other issues. The Developer must register the restrictive covenant prior to or concurrently with the registration of the Subdivision Plan. For greater certainty, if the City determines that a restrictive covenant is required, the Developer must register it prior to the transfer of title of any lots in the Development Area.

3.4 The restrictive covenant must:

- (a) be satisfactory to the City in form and substance;
- (b) impose building restrictions on lots in the Development Area in accordance with the conditions of Approval; and
- (c) be registered as a first charge on the title of the Lands and each lot created under the Approval, subject only to easements and utility rights of way contemplated by section 6.7 and 6.9.

Signage

3.5 On the direction of the City Engineer, the City may require the Developer to place signage on the Development Area. The Developer must place the required signage as directed. The signage must be to the satisfaction of the City Engineer and include:

- (a) the nature of the development proposed on the Lands;
- (b) the location of parks, roadways, walkways, Environmental Reserve, and school reserve;
- (c) the location and zoning of all lots in the Development Area;
- (d) the location of all commercial and multi-family lots in the Development Area; and
- (e) any other details that the City Engineer reasonably requires.

3.6 The City Engineer, acting reasonably, may require the Developer to change the type, size, location and construction of signage from time to time.

3.7 The signage must remain in place until all lots in the Development Area have been developed, or an earlier date approved in writing by the City Engineer.

3.8 For greater certainty, the Developer must ensure the type, size, location and construction of signage complies with the Land Use Bylaw.

4. SHOW HOMES

4.1 If the Developer wishes to construct a show home before the Developer has received CCCs for the Essential Local Improvements, the Developer must enter a separate agreement with the City on terms and conditions acceptable to the City Engineer.

5. REQUIREMENT FOR PERMITS

5.1 The Developer must, at its own expense, obtain any required permits before any development in the Development Area.

PART III LOCAL IMPROVEMENT PLANS AND LANDSCAPING PLANS

6. LOCAL IMPROVEMENT PLANS

6.1 As a condition precedent to the validity of this Agreement, the Developer must submit all Local Improvement Plans to the City Engineer together with such other material, information and specifications as are reasonably required by the City Engineer.

6.2 This condition precedent is for the benefit only of the City and the City may, in its sole discretion determine whether the condition is met, or may be waived.

6.3 The Developer must ensure that:

- (a) the Local Improvement Plans; and

- (b) any drawings, additions or amendments to the originally accepted Local Improvement Plans

conform to the City Standards or to any other specifications established by the City Engineer.

6.4 The City Engineer must, within a reasonable time after receiving the Local Improvement Plans, consider the Local Improvement Plans and may:

- (a) reject the Local Improvement Plans; or
- (b) accept the Local Improvement Plans.

6.5 If accepted by the City Engineer, the

- (a) Local Improvement Plans; and
- (b) drawings, additions or amendments to the Local Improvement Plans

submitted by the Developer are incorporated by reference and form part of this Agreement.

6.6 The Developer must adhere to the Local Improvement Plans accepted by the City Engineer, and any drawings, additions or amendments that the City Engineer may accept.

6.7 The City Engineer must not accept the Local Improvement Plans unless the Local Improvement Plans designate and dedicate to the City:

- (a) public utility lots;
- (b) right-of-way widths; and
- (c) roads

adequate to meet the needs of the City and utility companies for the supply of roads, water, sanitary sewer, storm sewer, natural gas, electricity, telephone service, cable television, and internet/broadband, to the Development Area.

6.8 The Developer must dedicate all lands required to be dedicated to the City pursuant to section 6.7 or pursuant to the Approval concurrently with registration of the Subdivision Plan.

6.9 Forthwith upon registration of the Subdivision Plan and prior to the transfer of title of any lots or parcels in the Development Area, the Developer must:

- (a) grant to the City such easements and rights-of-way as requested by the City for the purposes set out in section 6.7, or required by the Approval; and
- (b) must register or cause to be registered these easements and rights-of-way, as a first charge, contemporaneously with the registration of the Subdivision Plan.

6.10 Forthwith upon registration of the Subdivision Plan and prior to the transfer of title of

any lots or parcels created by registration of the Subdivision Plan, the Developer must provide to the City at no cost to the City a Certified Copy of Title to all required reserve and other parcels created, dedicated or to be dedicated to the City showing clear title in the name of the City.

7. LANDSCAPING PLANS

7.1 Before the Developer applies for a CCC for underground Local Improvements, the Developer must submit all Landscaping Plans to the City Engineer together with such other material, information and specifications as are reasonably required by the City Engineer.

7.2 The Developer must ensure that:

- (a) the Landscaping Plans; and
- (b) any drawings, additions or amendments to the originally accepted Landscaping Plans

conform to the City Standards or to any other specifications established by the City Engineer.

7.3 The City Engineer must, within a reasonable time after receiving the Landscaping Plans, consider the Landscaping Plans and may:

- (a) reject the Landscaping Plans; or
- (b) accept the Landscaping Plans.

7.4 If accepted by the City Engineer, the

- (a) Landscaping Plans; and
- (b) drawings, additions or amendments to the Landscaping Plans

submitted by the Developer are incorporated by reference and form part of this Agreement.

7.5 The Developer must adhere to the Landscaping Plans accepted by the City Engineer, and any drawings, additions or amendments that the City Engineer may accept.

7.6 If:

- (a) the City Engineer rejects any of the Landscaping Plans submitted by the Developer; and
- (b) the Developer's Landscape Architect certifies in writing to the City that in his professional opinion the submitted Landscaping Plans do comply with City Standards

the Developer is entitled to refer the City Engineer's rejection of the Landscaping Plans to arbitration as provided in this Agreement.

PART IV DEVELOPER OBLIGATIONS

8. DEVELOPER'S ENGINEER

8.1 The Developer must retain a professional engineer who:

- (a) is a member in good standing with the Association of Professional Engineers and Geoscientists of Alberta;
- (b) undertakes as part of the retainer with the Developer to complete the obligations of the Developer's Engineer under this Agreement; and
- (c) must prepare As-Built Plans and Record Drawings and must, in the case of Record Drawings, accept professional responsibility for design changes to the Local Improvement Plans made in the course of the Works.

8.2 The Developer must retain a professional engineer who:

- (a) is a member in good standing with the Association of Professional Engineers and Geoscientists of Alberta;
- (b) undertakes as part of the retainer with the Developer to complete the obligations of the Developer's Geotechnical Engineer under this Agreement; and
- (c) must address geotechnical issues, infill or slope stability or any other matters in the course of the Works and the obligations of the Developer under article 27.

8.3 The Developer is responsible for all costs and expenses in relation to retaining the Developer's Engineer and the Developer's Geotechnical Engineer and in any services provided by the Developer's Engineer and the Developer's Geotechnical Engineer, in relation to or under this Agreement.

9. COMPLIANCE WITH THE LAW AND OBLIGATION TO MAINTAIN SAFETY

9.1 If the Developer fails to comply with any obligation under article 9, the City may terminate this Agreement immediately upon learning of the non-compliance.

9.2 The Developer is responsible for obtaining any applicable permits, approvals, or licenses, whether municipal, provincial or federal, and must not commence any part of the Works requiring any such permit, approval, or license until the permit, approval or license has been obtained.

9.3 The Developer must comply with:

- (a) all terms of:
 - (i) an Approval, or
 - (ii) a development permit granted by the Development Authority or the Subdivision and Development Appeal Board;
- (b) all other applicable permits, approvals, and licenses, whether municipal,

provincial or federal; and

- (c) all legislation, regulations and bylaws, whether municipal, provincial or federal, including, but not limited to:
 - (i) the *Occupational Health and Safety Act*, RSA 2000, c.0-2, and any other work safety legislation; and
 - (ii) environmental legislation, and legislation dealing with noise or vibrations.

9.4 The City may, in its sole discretion, make application for, or be a party to, the application for any of the permits, approvals, or licenses required for the Works, in which case the City must advise the Developer accordingly in writing.

9.5 In relation to any application for or involvement with a permit, approval or license by the City under section 9.4, the Developer:

- (a) remains primarily responsible for ensuring that any required permit, approval, or license is obtained;
- (b) must cooperate with the City in the process of obtaining any such permit, approval, or license;
- (c) must not commence any part of the Works for which a permit, approval, or license is required until same has been obtained; and
- (d) must comply with, and ensure compliance with, all terms and conditions of any such permit, approval, or license.

9.6 The Developer must ensure that:

- (a) the Development Area is kept in a reasonably clean and tidy condition including mowing the grass on the Development area and eliminating weeds, refuse, litter and undesirable vegetation, all as the City Engineer in the City Engineer's sole discretion may require;
- (b) no debris or garbage from the Development Area goes into the City's storm sewers, the Sturgeon River or any other watercourse; and
- (c) all reasonable steps are taken to limit mud and dust from leaving the Development Area, including, in the case of mud, being tracked onto Public Lands.

9.7 When anything provided for in this Agreement cannot lawfully be done without the approval or permission of any authority, person or board, the Developer must take all necessary steps by way of application or otherwise to obtain the necessary approval or permission.

9.8 The Developer is responsible to ensure worksite safety.

9.9 Without restricting or limiting the foregoing, or any other provision of this Agreement, the Developer must ensure that safety is given paramount attention throughout the performance and completion of the Works, and must ensure that:

- (a) all reasonable measures are taken to prevent unauthorized persons, neighbours, visitors, children and pets from entering any excavation area, dangerous area, or any area in which equipment is being used or stored;
- (b) appropriate warning signs and barriers are in place at the work site prior to commencement of the Works, and are monitored and maintained throughout the performance of the Works; and
- (c) all reasonable measures are taken, including such additional measures as may be directed by the City Engineer from time to time, to ensure work site safety for workers, unauthorized persons, neighbours, visitors, children and pets.

10. CONSTRUCTION OF LOCAL IMPROVEMENTS

10.1 The Developer must start the construction and installation of the Local Improvements within 12 months from the effective date of this Agreement, except for the Landscaping, which are to be dealt with in accordance with article 11.

10.2 Within 24 months from the effective date of this Agreement, unless otherwise agreed to in writing by the City Engineer, the Developer must complete the Local Improvements.

10.3 The Developer must construct and install the Local Improvements and undertake the Works:

- (a) at its own cost and expense;
- (b) in a good and workmanlike manner;
- (c) in conformance with the Local Improvement Plans, City Standards; and
- (d) in accordance with the requirements of all applicable laws.

10.4 The Developer acknowledges that:

- (a) the Developer and Developer's Engineer are solely responsible for ensuring that the Developer complies with the obligations under section 10.3; and
- (b) inspections by the City do not eliminate or lessen the obligation of the Developer and the Developer's Engineer to ensure compliance with the obligations under section 10.3.

10.5 At all times:

- (a) the Developer and the Developer's Engineer must provide the City Engineer with free and immediate access to all records relating to the performance of the Works including all design, inspection, material testing and as-constructed records; and
- (b) the City Engineer, acting reasonably, may but is not obligated to:
 - (i) exercise supervision of the Developer's Engineer and the performance of the Works as the City Engineer considers necessary and advisable;

- (ii) reject any unsatisfactory design, material or Works;
- (iii) order the re-execution of any unsatisfactory design and the replacement of any unsatisfactory material, at the Developer's cost;
- (iv) order that any unsatisfactory Works be re-executed at the Developer's cost;
- (v) order that the performance of the Works or a part of the Works be stopped until the City Engineer's orders are obeyed; and
- (vi) order the testing of any materials that are incorporated in or to be incorporated in the Works.

10.6 Unless authorized under a show home agreement between the Developer and the City, the Developer shall not allow any building in the Development Area to be occupied until all Essential Local Improvements and shallow utilities necessary to service that building have been constructed and installed and are in operation.

Lighting

10.7 The Developer must coordinate the installation of street and area lighting in residential areas and along arterial roads and other roads with the franchise distributor.

10.8 The Developer must ensure that all lighting installed in the Development Area is LED lighting unless otherwise specified by the City.

10.9 If the City receives any rebate for the lot servicing from the franchise distributor for lighting installation costs in the Development Area, it will pay the amount of the rebate to the Developer, but will retain any amount of the rebate related to street lights on City property.

10.10 The Developer must repair any damage to Local Improvements or Landscaping or other existing infrastructure caused by the Developer, its contractors, sub-contractors, employees, servants or agents.

11. CONSTRUCTION OF LANDSCAPING

11.1 The Developer must complete the Landscaping within 24 months of the effective date of this Agreement.

11.2 The Developer must construct and install the Landscaping:

- (a) at its own cost and expense;
- (b) in a good and workmanlike manner;
- (c) in conformance with the Landscaping Plans, City Standards; and
- (d) in accordance with the requirements of all applicable laws.

11.3 Except as permitted in writing by the City Engineer, the Developer must:

- (a) grade;
- (b) cover with top soil;

- (c) seed; and
- (d) plant trees and shrubs

on the Public Lands forming part of the Development Area to the satisfaction of the City Engineer within 36 months of the date of this Agreement.

11.4 Section 11.3 does not apply to Environmental Reserves which must be left in their natural state.

11.5 At its own expense, the Developer must construct a fence around the Development Area in accordance with City Standards pursuant to the Landscaping Plans within 36 months of the date of this Agreement.

11.6 The Developer must not construct any fences on Public Lands. The Developer must construct all fences in accordance with City Standards.

11.7 If, as part of the Landscaping Plans, a wall system includes any of the following:

- (a) decorative elements;
- (b) concrete;
- (c) masonry; or
- (d) a sound barrier

the wall system must be constructed as close as possible to the property lines on non-Public Land lots.

12. DEVELOPER'S USE OF PUBLIC LANDS

12.1 Subject to sections 12.2, 12.3 and 12.4, and only to the extent required to fulfill the obligations of the Developer under this Agreement, the City permits and grants to the Developer the right to access and use City-owned Public Lands within, bordering, or adjacent to the Development Area. For greater certainty, the rights under this section include the right to break up, dig, trench and excavate in and on those City-owned Public Lands for the purposes of laying, operating, maintaining, repairing, extending, relaying and removing water and sewer mains or pipelines forming part of the Local Improvements.

12.2 In addition to any other obligations in this Agreement:

- (a) the Developer must do the least amount of damage possible and cause the least possible obstruction to Public Lands;
- (b) upon completion of the Works, the Developer must:
 - (i) restore all Public Lands to a condition and state of repair equivalent to that which prevailed before the performance of the Works, including where necessary the replanting or replacement of trees and shrubs; and
 - (ii) maintain and upkeep the restored landscaped portions of the Public Lands, including the replaced or replanted trees and shrubs for 24

months after completion of the restoration under section 12.2(b)(i);

- (c) the Developer must not obstruct traffic or allow traffic to be obstructed in the performance of the Works, except where authorized by the City Engineer and then on any terms and conditions imposed by the City Engineer;
- (d) the Developer must give written notice to the City Engineer of its intention to construct or install each of the Local Improvements at least 48 hours before doing so;
- (e) the Developer must not interfere with or damage existing infrastructure unless necessary to carry out the Works;
- (f) if any interference or damage is necessary to carry out the Works, the Developer must:
 - (i) minimize the interference with or damage to the Public Lands or the existing infrastructure in or on them; and
 - (ii) restore any damage done to ensure that the Public Lands or the existing infrastructure in or on them is restored to the same condition in which they existed before the start of the Works;
- (g) the Developer must maintain or provide alternative means of providing services to premises receiving services through infrastructure necessarily disrupted by the Developer in undertaking the Works, except where authorized by the City Engineer and then on any terms and conditions imposed by the City Engineer;
- (h) without restricting the generality of section 12.2(g), the Developer must maintain physical access to all premises affected by the Works, including physical access necessary for police and fire protection and for collecting refuse and recyclables;
- (i) the Developer must, at its sole expense, remove, relocate or abandon any existing infrastructure if required to do so by the City Engineer. The Developer must perform such removal, relocation or abandonment to the satisfaction of the City Engineer and in accordance with City Standards and the Local Improvement Plans;
- (j) the Developer must comply with all the provisions of any applicable statutes respecting builders' liens and must take all steps necessary to ensure that no lien attaches to Public Lands. If any such lien arises, the Developer must immediately notify the City and must immediately initiate proceedings to cause the lien to be discharged and its registration to be vacated;
- (k) if a lien is not discharged and the registration of the lien vacated within 30 days of being filed, the City may in its sole discretion, but is not obligated to, make such payment or take such action as may be necessary or expedient to discharge the lien, whether or not the validity of the lien is admitted or denied by the Developer;
- (l) the Developer must indemnify the City from any lien claim and must reimburse the City forthwith for any payment, cost or expense, including solicitor and own client costs, incurred by the City taking any action permitted

under sections 12.2(j) and 12.2(k); and

- (m) if the Developer does not pay the City within 5 days of any demand for indemnification under section 12.2(l) for any payment, cost or expense, including solicitor and own client costs that the City incurs, the City may draw upon any security provided by the Developer.

12.3 Despite the permission and rights granted under section 12.1, the Developer must obtain specific permission from the City to access or use Public Lands that are Environmental Reserve, Municipal reserve or school reserve.

12.4 For greater certainty, the City's permission and rights granted under section 12.1, extend only to Public Lands that belong to the City and the Developer acknowledges that the Developer must obtain permission from:

- (a) appropriate school boards, Provincial and Federal authorities before the Developer may perform any work on school reserves or school grounds, Crown land or on highways; and
- (b) private landowners before it may perform any work on private land.

PART V REVIEW AND ACCEPTANCE BY CITY

13. CONSTRUCTION COMPLETION CERTIFICATES FOR LOCAL IMPROVEMENTS AND LANDSCAPING

13.1 The Developer may make an application for a CCC for:

- (a) all of the Local Improvements, if the Developer has completed all of the required Local Improvements;
- (b) a category of Local Improvements as set out in Schedule "E" if the Developer has completed all of the elements of that category; or
- (c) all of the Landscaping, if the Developer has completed all of the required Landscaping.

13.2 The Developer acknowledges that if the Developer makes an application for a CCC for a category of Local Improvement, the City Engineer will not consider the application or issue a CCC for that category unless all the Works, construction and installation contemplated by that category are completed.

13.3 Before a Developer makes an application for an inspection, the Developer must ensure that the site is prepared to facilitate the City conducting the inspection.

13.4 The Developer must make the application for an inspection in writing in the form required by the City.

13.5 The City is not required to consider an application for a CCC under section 13.3 unless:

- (a) the Developer has complied with the obligations with respect to Landscaping Plans set out in article 7; and

- (b) the Developer's Engineer has certified to the City that:
 - (i) the Developer's Engineer has fully inspected the Local Improvements, or category in respect of the Local Improvements for which the application for a CCC has been made, or Landscaping; and
 - (ii) in the Developer's Engineer's professional opinion:
 - (A) the construction or installation of the Local Improvements or category of Local Improvements or Landscaping is constructed or installed in accordance with this Agreement;
 - (B) is free of deficiencies; and
 - (C) the site is ready for an inspection by the City.

Inspection

13.6 Where a complete application for a CCC is filed, the City must make an inspection of the Local Improvement or the category of Local Improvement or Landscaping.

13.7 Subject to sections 13.8, 13.9 and 13.10, the City must make the inspection within 30 days after the Developer has filed a completed application for a CCC.

13.8 The City Engineer may determine, in the City Engineer's sole discretion, that the weather or ground conditions are so adverse as to prevent the City Engineer from completing an inspection of the Local Improvement or category of Local Improvement or Landscaping within the time required under section 13.7.

13.9 If the City Engineer determines that the onsite inspection cannot proceed within the time required under section 13.7, the City Engineer must give notice in writing to the Developer and the Developer's Engineer and must start the inspection as soon as reasonably possible after weather and ground conditions permit.

13.10 The Developer's Engineer must coordinate and be present for the City's inspection. If the Developer's Engineer is not able to be present on the date of the City's inspection, the City is not obligated to conduct the inspection and may reschedule to the next date that is convenient for both the City and the Developer's Engineer.

Deficiencies

13.11 If the City Engineer finds Deficiencies, the City Engineer must advise the Developer's Engineer of the Deficiencies, and the Developer's Engineer must prepare a written Deficiency List documenting the Deficiencies found by the City Engineer.

13.12 The Developer's Engineer must provide the Deficiency List to the City Engineer no later than 2 weeks from the date of the inspection. If the Developer's Engineer fails to provide the Deficiency List to the City Engineer in the time specified in this section, the Developer must apply for another inspection by the City at the Developer's cost.

13.13 The City Engineer may amend the Deficiency List provided by the Developer's Engineer within 14 days of receiving the Deficiency List.

13.14 The combination of the defects identified in the Developer's Engineer's Deficiency List as amended the City Engineer forms the Finalized Deficiency List.

13.15 The Developer must forthwith repair the Deficiencies identified on the Finalized

Deficiency List.

13.16 When the Developer has repaired the Deficiencies identified on the Finalized Deficiency List, the Developer may apply for a re-inspection.

Re-inspection

13.17 The provisions of sections 13.1 to 13.16 apply to re-inspections with all necessary changes to make them effective.

13.18 Where the Developer files a complete application for a re-inspection, the City Engineer must perform the re-inspection.

13.19 The process of inspection and re-inspection may continue as often as is necessary until all Deficiencies have been rectified.

Issuance of CCC only when Local Improvements or Landscaping Satisfactorily Completed

13.20 Subject to sections 13.21 and 13.22, after conducting the inspection and, if necessary, re-inspection, if the City Engineer is satisfied, that the Local Improvements or any category of Local Improvements or the Landscaping has been constructed, installed, and maintained in accordance with this Agreement, the City Engineer must issue the CCC effective the date of the inspection or re-inspection, as the case may be, in the form set out in Schedule "J" for the applicable Local Improvements or the category of Local Improvements or the Landscaping.

13.21 The City Engineer must not issue a CCC:

- (a) for any Local Improvements or category of Local Improvements or Landscaping until all easements, utility rights-of-way, restrictive covenants and encroachments required by the City with respect to the Development Area have been registered to the satisfaction of the City at the Land Titles Office;
- (b) for the Local Improvements or category of Local Improvements or any structure forming part of the Landscaping that crosses a pipeline or located on a pipeline right-of-way until the Developer has submitted:
 - (i) a copy of a Pipeline Crossing Agreement permitting the Local Improvements to cross the pipeline, or in the case of a structure forming part of the Landscaping on the right-of-way, permitting the landscaping to be located on the pipeline right-of-way; and
 - (ii) an assignment, in form and content satisfactory to the City, of all the rights under the Pipeline Crossing Agreement in favour of the City.

13.22 The City Engineer must not issue a CCC for Landscaping until the City Engineer is satisfied that:

- (a) there has been successful seeding;
- (b) there has been successful germinating of grass areas or the sodding of those areas; and

- (c) the planting of trees and shrubs has been completed where and as designated by the Landscaping Plans.

Arbitration where CCC not Issued

13.23 If:

- (a) the City refuses to issue a CCC for any Local Improvements or category of Local Improvements or Landscaping; and
- (b) after the inspection or re-inspection, as the case may be, the Developer's Engineer has certified that in the professional opinion of the Developer's Engineer the Local Improvements or category of Local Improvements or Landscaping in question are completed in accordance with this Agreement

the Developer may refer the issue to arbitration as provided for in this Agreement.

13.24 If the Arbitrator finds in favour of the Developer for the purposes of section 13.23, then the Arbitrator may direct the City to issue a CCC for the Local Improvements or category of Local Improvements or Landscaping in question.

Transfer of Local Improvements or category of Local Improvements or Landscaping to the City

13.25 Upon the issuance of a CCC for the Local Improvements or category of Local Improvements or Landscaping in question, the Developer must and hereby does transfer to the City all right, title, and interest to the Local Improvements or category of Local Improvements or Landscaping in question for which a CCC was issued without any cost or expense to the City, and the Local Improvements or category of Local Improvements or Landscaping in question becomes the property of the City.

13.26 If no formal transfer documents are prepared or executed by the Developer, this subsection is good and sufficient evidence of transfer of title to the City.

13.27 Neither the issuance of a CCC nor the transfer of title to any portion of the Local Improvements, Landscaping or the Development Area releases the Developer of any maintenance obligations imposed under this Agreement.

13.28 Within 90 days of the issuance of each CCC for Local Improvements or a category of Local Improvements, the Developer must deliver to the City:

- (a) all inspection and testing records; and
- (b) all Record Drawings and As-Built Plans prepared by the Developer's Engineer.

14. MAINTENANCE PERIOD

14.1 The Maintenance Period for the Local Improvements or a category of Local Improvements or Landscaping starts with the issuance of the CCC and ends after the period specified in Schedule "L".

14.2 For the duration of the Maintenance Period, the Developer must:

- (a) maintain the Local Improvements or category of Local Improvements or Landscaping in good condition and repair, ordinary wear and tear excepted; and
- (b) repair or replace the Local Improvements or category of Local Improvements or Landscaping where the City Engineer determines that repair or replacement is necessary as a result of any cause other than negligence by the City, its servants, agents or contractors in the use and operation of the Local Improvements or category of Local Improvements or Landscaping.

14.3 In addition to the obligation imposed under section 14.2 and Schedule "L", if the whole or any portion of the Local Improvements or category of Local Improvements or Landscaping become damaged within 5 years following the issuance of the final CCC for the Local Improvements or category of Local Improvements or Landscaping as a result of any subsidence or settlement of fill material where the Developer has placed fill material measuring 1 metre or more on the Development Area, the Developer must repair that damage, including replacement of any components of the Local Improvements or category of Local Improvements or Landscaping which are damaged beyond reasonable repair.

14.4 For greater certainty, section 14.3 applies in addition to and without restricting the obligations under section 14.2.

15. FINAL ACCEPTANCE CERTIFICATE

15.1 Where the Maintenance Period for the Local Improvements or category of Local Improvements or Landscaping is complete, the Developer may apply to the City for a FAC for the Local Improvements or category of Local Improvements or Landscaping.

15.2 Within 30 days of receipt of complete application, the City Engineer must consider an application for a FAC and must conduct an inspection of the status of the Local Improvements or category of Local Improvements or Landscaping.

15.3 The process for inspection, identification of Deficiencies and re-inspection in relation to FACs shall be the same as that for CCCs with any necessary modifications.

15.4 The Developer must forthwith repair the Deficiencies identified on the Finalized Deficiency List.

15.5 The City Engineer must issue a FAC in the form set out in Schedule "K" for the Local Improvements or category of Local Improvements or Landscaping if the City Engineer is satisfied that the Developer:

- (a) has provided all inspection and testing records, and all As-Built Plans and Record Drawings required under section 13.28;
- (b) has complied with the Developer's obligations to maintain, repair and replace the Local Improvements or category of Local Improvements or Landscaping for the Maintenance Period; and
- (c) the Local Improvements meet the City Standards.

15.6 Despite the issuance of a FAC, the Developer continues to have an obligation to repair and must repair any damage caused to Local Improvements or category of Local

Improvements or Landscaping or other existing infrastructure caused by the Developer, its contractors, sub-contractors, employees, servants or agents.

15.7 Despite the issuance of a FAC for the Landscaping, the Developer must, at its own expense, continue keeping the Development Area in a reasonably clean and tidy condition, including mowing the grass and eliminating weeds, refuse, litter and undesirable vegetation, all as the City Engineer in the City Engineer's sole discretion may require, except for:

- (a) those lands within the Development area which have been sold to an arms' length third party; and
- (b) Public Lands.

PART VI DEVELOPER'S FINANCIAL OBLIGATIONS

16. INDEMNITY

16.1 The Developer shall indemnify and save harmless the City, its elected officials, officers, employees and agents from, of, and against any and all losses, costs, damages, actions, causes of action, suits, claims, penalties, fines, and demands, and loss of any kind, including solicitor and own client costs:

- (a) resulting from anything done or omitted to be done by the Developer, its employees, agents, contractors, subcontractors or suppliers, the Developer's Engineer and anyone else for whom the Developer is responsible at law:
 - (i) in pursuance or purported pursuance of this Agreement or the Works;
 - (ii) in relation to the carrying out of Works on Public Lands or any use or access by the Developer to Public Lands; or
 - (iii) arising directly or indirectly from any breach or any noncompliance with this Agreement or any permit, approval, or license required to be obtained by the Developer;
- (b) arising from the construction, installation or presence of the Local Improvements and the Landscaping; and
- (c) subject to section 16.2, resulting from the placement of fill material within the Development Area including the settlement of that fill material or slope instability created by the placement of that fill material within the Development Area.

16.2 The Developer has no obligation to indemnify the City for damages that arise solely from the settlement of re-compacted soil in a service trench, if the City has issued a FAC for the Local Improvements constructed or installed in that service trench.

17. INSURANCE

17.1 At its own expense, the Developer must obtain and maintain the following insurance, all with insurers and in a form satisfactory to the City in its sole discretion:

- (a) Commercial General Liability Insurance for bodily injury, death and damage to property in the amount of at least FIVE MILLION (\$5,000,000.00) DOLLARS

for any one occurrence, which must include:

- (i) the City, its elected officials, officers, employees and agents as additional insureds;
 - (ii) a provisions that the insurance is primary and non-contributory to any insurance carried by the City of St. Albert;
 - (iii) coverage for products and completed operations;
 - (iv) blanket contractual liability, including this Agreement and any obligations under any development permit for the Lands, Subdivision Area and Development Area;
 - (v) coverage for any shoring, blasting, excavating, underpinning, demolition, pile driving and caisson work, work below surface, tunneling and grading that is to be undertaken;
 - (vi) employees of the Developer, independent contractors of the Developer, and agents of the Developer, as additional insureds;
 - (vii) coverage for personal injury liability;
 - (viii) a cross liability clause providing that the policy is applicable to any claim or action brought by one insured against any other insured, to the same extent as if a separate policy had been issued to each insured;
 - (ix) a severability of interest clause providing that the policy must apply separately to each insured in the same manner and to the same extent as if a separate policy had been issued to each;
 - (x) non-owned automobile liability coverage;
 - (xi) contingent employers liability endorsements;
 - (xii) a broad form property damage cover;
 - (xiii) an occurrence property damage cover;
 - (xiv) coverage for attached machinery;
 - (xv) a waiver of subrogation; and
 - (xvi) such additional coverage as the City may from time to time reasonably require.
- (b) A Standard Automobile Policy providing coverage of at least \$2,000,000 per occurrence, for bodily injury, death and damage to property, for all vehicles owned, leased or operated by the Developer which are used in conjunction with the Works and coverage of at least \$5,000,000 per accident if hauling hazardous material.
- (c) Professional liability insurance for any professionals employed or under

contract to the Developer to provide inspection, design or design/build services for the Works. The coverage must be a minimum of \$2,000,000 per claim. Coverage must be retroactive to the date the professional began offering their services for the Works and must be maintained throughout the Works and for 5 years following completion of the Works.

17.2 The Developer must provide to the City a certificate confirming the required insurance coverage:

- (a) before the City approves and signs this Agreement, and in any event before commencing any Works; and
- (b) at any other time, upon the request of the City.

17.3 The City makes no warranties as to the adequacy of any insurance requested in this Agreement or as is approved by the City.

17.4 Nothing in this Agreement precludes the Developer from obtaining such additional insurance as the Developer may determine necessary.

17.5 The Developer must:

- (a) ensure that the insurance policies required under this article remains in effect for the period starting on the date the Developer signs this Agreement continuing until the final FAC is issued for all Works, Local Improvements and Landscaping;
- (b) renew the insurance policies at least 30 days before the lapse of the insurance policies and forthwith provide the City proof in writing of the renewal; and
- (c) notify the City immediately of any change to or cancellation of any insurance policies required to be maintained under this article.

17.6 If the City, acting reasonably, determines that the insurance is insufficient in relation to the cost or protection to the City for which the insurance has been provided, the City may notify the Developer to increase, at the Developer's cost, the amount of the insurance as determined by the City.

17.7 All insurance required to be placed by the Developer must:

- (a) as permitted by law, be and provide that it is available to the City as primary coverage insurance and is not excess coverage to any other insurance available to the City;
- (b) contain a clause providing that the insurer must notify the City at least 30 days prior to any cancellation or material change to the policy; and
- (c) not be subject to a deductible which exceeds \$10,000, except for Professional Liability insurance which may have a higher deductible if approved by the City Engineer in the City Engineer's discretion, acting reasonably.

17.8 The Developer's liability and obligations under this Agreement are not limited to or by any insurance limit or coverage.

Developer's Obligation to Maintain WCB Coverage

17.9 The Developer must maintain all required Workers' Compensation coverage and provide proof of same to the City before commencement of Works and whenever requested by the City.

18. FINANCIAL SECURITY

Obligation to post Financial Security

18.1 The Developer must deliver and deposit Financial Security with the City in the amounts set out in Schedule "H" to this Agreement.

18.2 The Developer must deliver the Financial Security required under section 18.1 to the City before the City will consider approving and signing the Agreement.

18.3 If the City does not approve and sign the Agreement, the City must return the Financial Security to the Developer as soon as reasonably possible after the decision, unless the Developer has begun any work in the Development Area without the approval in writing of the City, in which case the City may without restricting any other remedies available to the City call on or use the Financial Security to restore any property to the state it was in before the Developer began the work or to remedy any damage caused by the Developer.

Form and content of Financial Security to be acceptable to the City

18.4 The Financial Security must be acceptable to the City Engineer in form and content and must, in the sole opinion of the City Engineer, provide coverage for the period from the signing of this Agreement until the final FAC is issued for all Works, Local Improvements and Landscaping, and provide full security for the City to enable the City to remedy any breach of the terms, covenants and conditions of the Agreement to ensure the complete construction, installation and maintenance of the Local Improvements and Landscaping in accordance with terms of this Agreement.

Provisions relating to cash and bank drafts

18.5 Without limiting the discretion of the City Engineer under section 18.4, the City may accept cash or a bank draft.

18.6 If the City accepts a bank draft, the City will negotiate the bank draft.

18.7 The City will hold the cash provided or the amount derived from the bank draft as security without any obligation to pay interest to the Developer.

Provisions relating to letters of credit or development bonds as Financial Security

18.8 Without limiting the City Engineer's discretion under section 18.4, if the Developer provides a letter of credit or development bond as Financial Security, the letter of credit or development bond must:

- (a) be irrevocable and unconditional;
- (b) in the case of a letter of credit be issued by a Schedule I chartered bank

(unless the City's Finance Department approves a letter of credit being issued by a Schedule II bank), credit union or Alberta Treasury Branch and in the case of a development bond be issued by an approved surety corporation that has a rating of A- or greater and is licensed to transact the business of suretyship in the Province of Alberta and Canada;

- (c) specify the name and address of the issuing financial institution or surety corporation;
- (d) specify the date the letter of credit or development bond was issued;
- (e) bear a unique number that identifies the letter of credit or development bond;
- (f) specify the amount in respect of which the irrevocable letter of credit or development bond is established;
- (g) refer to the project to which the letter of credit or development bond applies as follows:

Covering all obligations, terms and conditions under the Development Agreement as amended, extended, or renewed for **(INSERT NAME OF SUBDIVISION & STAGE #)**;

- (h) provide that the letter of credit or development bond is deemed to be automatically extended without amendment from year to year from the present or any future expiration date thereof, unless in the case of a development bond at least 30 days prior to any such expiration date, the issuing or surety corporation notifies the City in writing by certified mail that the issuing financial institution or surety corporation elects not to consider the letter of credit or development bond to be renewable for any additional period;
- (i) provide that the letter of credit or development bond is issued in favour of the City in consideration of the City entering into this Agreement with the Developer;
- (j) provide that the letter of credit or development bond may be drawn by the City at any time and from time-to-time upon written demand for payment made by the City;
- (k) provide that partial drawings are permitted;
- (l) provide a statement that the issuing financial institution or surety company is obligated under the letter of credit or development bond and agrees that it shall honour the City's demand for payment without inquiring whether the City has a right as between itself and the Developer to make such demand and without recognizing any claim for the Developer;
- (m) provide that the letter of credit or development bond is not transferable or assignable;
- (n) include an express acknowledgment that all demands for payment made within the terms and currency of the letter of credit or development bond will be honoured if presented at the offices of the issuing financial institution or

surety corporation and confirm and undertake to ensure that all demands for payment will be duly honoured by the issuing financial institution or surety corporation;

- (o) include an acknowledgement by the issuing financial institution or surety corporation that the City is entitled to call upon the letter of credit or development bond;
- (p) otherwise be consistent with the City's Development Security Policy.

18.9 The City may, in its sole discretion accept a letter of credit or development bond for a period shorter than that set out in section 18.4, but if the City does so, the Developer must

- (a) renew or replace the irrevocable letter of credit or development bond at least 30 days before the lapse of the irrevocable letter of credit or development bond from time to time; and
- (b) provide the City with notice in writing immediately of each renewal or replacement

so that there is at all times a letter of credit or development bond, in form and content acceptable to the City Engineer, in effect for the period starting on the date the Developer signs this Agreement and continuing until the final FAC is issued for all Works, Local Improvements and Landscaping.

18.10 In addition to any other rights that the City may have to call a letter of credit or development bond, if the Developer fails to comply with any of the obligations under section 18.9, the City may call on the irrevocable letter of credit or development bond immediately without notice to the Developer or at such time as the City considers necessary.

City's right to require increased amount or changed type of Financial Security

18.11 At any time, if the City Engineer, acting reasonably, determines that the amount or type of security provided by the Developer under section 18.1 and section 18.4 is insufficient in relation to the cost or protection to the City for which the security has been provided, the City may, by notice in writing, require the Developer at the Developer's cost, to change the type of security or to increase the amount of the security as determined by the City Engineer.

18.12 Within 30 days of the issuance of a notice under section 18.11, the Developer must provide the increased security in the amount and form required by the City Engineer.

Developer may apply to reduce the amount of Financial Security

18.13 The Developer may apply in writing to the City to reduce the amount of Financial Security required under section 18.1:

- (a) on any anniversary of the date the City signs this Agreement; or
- (b) upon the Developer having received a CCC or a FAC for the Local Improvements or category of Local Improvements or Landscaping or any of them which have been completed.

18.14 The City may, in the sole discretion of the City Engineer and on terms acceptable to

the City Engineer, reduce the amount of Financial Security in accordance with the Council approved Development Security Policy.

Partial drawings on Financial Security permitted

18.15 If the City calls on the Financial Security posted by the Developer, the City may call it in such amounts as the City in its sole discretion determines and any one call does not limit future or other calls on the Financial Security.

19. DEVELOPER'S OBLIGATION TO PAY OFFSITE LEVIES, TO CONSTRUCT MUNICIPAL INFRASTRUCTURE AND TO MAKE EXCESS CAPACITY/OVERSIZING REIMBURSEMENTS

Amount Payable by Developer in respect of Off-site Levies

19.1 The Developer must pay and the City must collect the Off-site Levy in the amounts and on the terms set out in section 1 to Schedule "M" to this Agreement.

Developer Payments for Previously Constructed or Installed Excess Capacity

19.2 If the City has:

- (a) constructed or installed City Servicing, the Developer must pay the City Servicing Amount; and
- (b) required another developer to construct or pay for an Excess Capacity Improvement which benefits the Development Area, the Developer must pay the City the Excess Capacity/Oversizing Reimbursement

in the amount set out in section 1 to Schedule "N" to this Agreement and on the terms set out in Schedule "N".

19.3 The City acknowledges that the monies paid by the Developer under section 19.2 are paid for the purpose of allowing the City to reimburse:

- (a) the City for the City Servicing Amount; or
- (b) previous developers pursuant to commitments made by the City in other development agreements to reimburse those developers for Excess Capacity constructed or installed by them; or
- (c) both.

Developer Construction of Excess Capacity or Municipal Infrastructure Without City Authorization

19.4 If the Developer includes in the Plans any Municipal Infrastructure or any improvement with excess capacity as defined in section 651(5) of the Act that is not expressly required by the City in writing:

- (a) the Developer acknowledges that the Developer is:

- (i) not being required by the City to construct or install that Municipal Infrastructure or improvement with excess capacity; and
- (ii) constructing or installing that Municipal Infrastructure or an improvement with excess capacity at the Developer's own volition for the Developer's own reasons at the Developer's own costs and without any right of reimbursement, indemnity or any payment of any kind from the City, including any reimbursement under the Off-site Levy Framework.

(b) the Developer must execute the release at Schedule "O" of this Agreement.

Private Agreements by Developers do not Bind City

19.5 Nothing in this Agreement restricts the Developer from entering into a private agreement with other landowners or developers for the sharing or reimbursement of costs incurred for the construction or installation of any Municipal Infrastructure or any improvement with excess capacity as defined in section 651(5) of the Act that is not expressly required by the City in writing. If the Developer enters into such a private agreement, the Developer acknowledges that the City is not a party to any such agreement and has no obligations under any such agreement, including no obligation to seek reimbursement for the Developer or other parties to any such agreements, or to assist the Developer in effecting cost recovery from any person.

Obligations in relation to Off-site Levies and Excess Capacity/Oversizing Reimbursement do not limit Developer's Obligations

19.6 In addition to the Off-site Levies under sections 19.1, the City Servicing Amount and the Excess Capacity/Oversizing Reimbursement, the Developer must pay to the City when due any additional charges, taxes, fees and levies as may be imposed or applicable to the Subdivision Area and permitted by law, from time to time.

19.7 The obligations in this article to:

- (a) pay the Off-site Levy under sections 19.1,
- (b) pay the City Servicing Amount, and
- (c) pay the Excess Capacity/Oversizing Reimbursement

do not relieve the Developer from any other obligations under this Agreement and, for greater clarity, are obligations that are in addition to the requirements under this Agreement that the Developer must complete the Works at the Developer's own cost..

City's Rights to Obtain Funding from Other Sources is not Limited

19.8 The imposition and collection by the City of an Off-Site Levy, the City Servicing Amount and Excess Capacity/Oversizing Reimbursement, if any, does not preclude the City from obtaining funding for Municipal Infrastructure through other sources including:

- (a) the imposition of local improvement taxes;
- (b) special assessments;
- (c) redevelopment levies;

but nothing herein shall be interpreted as obliging the City to do so.

PART VII ENFORCEMENT

20. DEFAULT BY DEVELOPER

20.1 If the Developer defaults on any of its obligations under this Agreement or breaches any term, covenant or condition of this Agreement, including any default in respect of the Developer's obligations:

- (a) to perform all Works and to complete the Local Improvements and Landscaping in accordance with this Agreement;
- (b) to repair any deficiency in the Local Improvements and Landscaping or to perform any maintenance to or on the Local Improvements and Landscaping when required;
- (c) to ensure that the Works are undertaken with proper regard for public health and public safety and the protection of property;
- (d) to pay any amounts due pursuant to this Agreement when due;
- (e) to discharge any builders' lien from Public Lands as required under section 12.2(j); or
- (f) to submit the Subdivision Plan contemplated by the Approval to the Subdivision Authority within the time prescribed by section 657 of the Act;

the City may notify the Developer of the default or breach and require the Developer to remedy the default or breach.

20.2 In the notice of default or breach under section 20.1, the City must describe in general terms the nature of the default or breach and may require the Developer to:

- (a) remedy the default or breach within 10 days of the notice if, in the City Engineer's sole opinion, the default or breach is capable of being remedied within 10 days; or
- (b) to commence as soon as reasonably possible and diligently pursue remedy of the default or breach if, in the City Engineer's sole opinion, the default or breach is not capable of being remedied within 10 days.

20.3 If the Developer does not remedy the default or breach in compliance with a notice issued under section 20.2, the City has the right, but not the obligation, to remedy the default or breach at the sole cost and expense of the Developer. For greater certainty, the City may require the Developer to pay any costs and expenses, incurred by the City as a result of any default by the Developer under this Agreement, including solicitor and own client costs incurred by the City and including the costs and expenses incurred by the City:

- (a) to take action or do work to protect public safety or public health, or to protect property from damage or destruction;
- (b) to remedy any defaults caused by the Developer's failure to
 - (i) construct, install and complete Local Improvements and Landscaping as and when required and in accordance with this Agreement;

- (ii) repair any and all damage to Local Improvements and Landscaping caused by the Developer, its employees, servants or agents during the process of rectifying deficiencies identified on a CCC or FAC Deficiency List or revision to the Deficiency List;
- (iii) limit the amount of damage and obstruction to Public Lands and where damage did occur, to restore Public Lands to the required condition and state of repair required under section 12.2;
- (c) to enforce the obligation to pay any amounts due pursuant to this Agreement when due;
- (d) to call upon or realize upon any Financial Security; and
- (e) to discharge any builders' lien from Public Lands as required under section 12.2(j).

20.4 If the City Engineer determines, in the City Engineer's sole discretion that as result of a default of the Developer's obligations under this Agreement, it is necessary to undertake any immediate work in order to protect:

- (a) public health or safety; or
- (b) property from injury and destruction

the City may cause that work to be done at the Developer's cost and expense without notification to the Developer.

20.5 If the City causes work to be done under section 20.4, the City must, as soon as reasonably possible after completion of the work, give notice in writing to the Developer of the work undertaken and costs and expenses incurred.

20.6 The costs and expenses incurred by the City under sections 20.3 or 20.4 or both are a debt due to the City by the Developer that are payable on demand.

20.7 Nothing in sections 20.1 through 20.6 relieves the Developer from any liability to the City for the default or breach or for any matters arising out of or in connection with that default or breach.

20.8 The City may call on the Financial Security, if

- (a) the Developer defaults on any of its obligations under this Agreement or breaches any term, covenant or condition of this Agreement and that default remains un-remedied after notice is given and the period of time permitted by the City Engineer under section 20.2 expires;
- (b) the Approval is suspended, lapses or is cancelled; or
- (c) the Developer becomes bankrupt, takes the benefit of any legislation that may be in force for bankrupt or insolvent debtors, becomes involved in any windup proceeding or has a receiver appointed for the business, property affairs or property of the Developer.

20.9 In addition to any rights the City has under this article, the City may, in its sole discretion, terminate this Agreement if

- (a) the Developer defaults on any of its obligations under this Agreement or breaches any term, covenant or condition of this Agreement and that default remains un-remedied after notice is given and the period of time permitted by the City Engineer under section 20.2 expires;
- (b) the Approval is suspended, lapses or is cancelled; or
- (c) the Developer becomes bankrupt, takes the benefit of any legislation that may be in force for bankrupt or insolvent debtors, becomes involved in any windup proceeding or has a receiver appointed for the business, property affairs or property of the Developer.

20.10 A notice of termination under section 20.9 does not release the Developer from any liability arising out of or in connection with this Agreement, of its obligations to indemnify the City pursuant to section 16.1, or from any damage claim available to the City for breach of this Agreement.

20.11 If the Developer is in default under this Agreement, the City may exercise the authority it has under the Act to issue an order under section 645 of the Act.

20.12 Any one or more of the remedies set out in this article are cumulative and not exclusive.

PART VIII ARBITRATION

21. ARBITRATION

Scope of arbitrability

21.1 Where and only where this Agreement specifically requires or allows arbitration, either party may refer the dispute or difference to arbitration, in which event the dispute or difference must be arbitrated as set out in this Part.

Referral to binding arbitration

21.2 In the event:

- (a) any matter is required to be determined by binding arbitration under this Agreement;
- (b) either Party requests binding arbitration where the matter or dispute is arbitrable under this Agreement; or
- (c) the Parties collectively agree in writing to refer a matter or dispute, to arbitration;

the matter or dispute, as the case may be, shall be arbitrated in accordance with Schedule "P".

Option to mediate

21.3 The Parties may, before or instead of having a matter or dispute resolved by arbitration, use a mutually acceptable mediator to attempt to amicably resolve the matter or dispute.

PART IX GENERAL PROVISIONS

22. GST

22.1 All amounts expressed to be payable in this Agreement are exclusive of goods and services tax, sales tax, other value tax, other value-added tax, or any tax similar to the foregoing and where any such tax is payable, that tax is payable by the Developer.

23. INTEREST

23.1 Any sum of money due to the City pursuant to this Agreement and outstanding after the due date bears interest from the day following the due date until paid at the rate of 18% per annum.

24. FORCE MAJEURE

24.1 A party is not in default or breach of this Agreement or under any liability to the other party for non-performance, part performance, defective performance or delay in performance of the obligations under this Agreement as a result of an event of Force Majeure, which means an event which is directly or indirectly caused by or the result of circumstances entirely beyond a party's control, including:

- (a) acts of God;
- (b) acts of war, riot, civil disturbance or acts of terrorism;
- (c) fire, explosion or flood;
- (d) theft, malicious damage, strike, lock-out or industrial action; or
- (e) pandemic

but in no event shall a lack of funds be an event of Force Majeure.

24.2 Despite the relief granted by section 24.1, the party who invokes the benefit of section 24.1 must nevertheless endeavour, acting reasonably, in any situation to perform its obligations and to the extent possible and as soon as possible in the circumstances.

24.3 A party is not entitled to invoke the benefit of section 24.1 in any circumstances in which the party has caused or substantially contributed to the failure or delay in performance by any default on its part.

24.4. In the event that a party wishes to invoke the benefit of section 24.1, the party must promptly notify the other party in writing, including stating the reasons and the likely duration of the period in which there will be non-performance, part performance, or defective performance of its obligations.

24.5 Immediately after the circumstances giving rise to the event of Force Majeure cease, the party who invoked the benefit of section 24.1 must notify the other party of the cessation.

24.6 The party who did not invoke section 24.1 may take reasonable steps and make reasonable inquiries, including site visits, to confirm that the event of Force Majeure exists and may, in its sole discretion, take reasonable steps to remedy the situation or assist in remedying the situation.

25. SEVERANCE

25.1 If any provision of this Agreement is contrary to the law, it shall be severed and the remainder of this Agreement remains in full force and effect.

26. REPRESENTATIONS

26.1 The representations, covenants, warranties, indemnities, and obligations of the Developer contained in this Agreement survive the termination of this Agreement, the issuance of a CCC, and the issuance of a FAC.

27. INFILL AND SLOPE STABILITY

27.1 The Developer acknowledges that the City, the City Engineer and the Subdivision Authority are relying on geotechnical reports provided by, through or on behalf of the Developer (collectively the "Reports"), which Reports include without limitation, reports by (INSERT NAME OF DEVELOPER'S GEOTECHNICAL ENGINEER) on:

(INSERT A LIST OF ALL APPLICABLE GEOTECHNICAL STUDIES)

and supplements to those Reports.

27.2 The Developer warrants that:

- (a) the Reports have analyzed all matters deemed, in accordance with generally accepted engineering practices and standards, to be relevant to the soil conditions in the Development Area;
- (b) no information relating to geotechnical matters, including slope stability, soil conditions, soil compaction, settlement of soil, fill and drainage on the Development Area has been withheld from the City;
- (c) the Reports are accurate within the parameters of generally accepted engineering practices and standards; and
- (d) slope stability, soil conditions, soil compaction, settlement of soil, fill and drainage on the Development Area are, or will be such that the Local Improvements will be free from damage due to sliding or settlement of fill material, or soil instability.

27.3 Throughout the course of construction of the Local Improvements, the Developer must

- (a) be responsible for and must continue to monitor and assess slope stability, the soil conditions, soil compaction, soil settlement, fill or drainage within the Development Area;
- (b) take all necessary precautions in accordance with generally accepted engineering standards and practices to ensure that slope stability, the soil conditions, soil compaction, soil settlement, fill or drainage in the Development Area are satisfactory for:
 - (i) the construction or installation of the Local Improvements and Landscaping; and
 - (ii) construction and development for the intended use of the Development Area.

27.4 The obligations of the Developer in section 27.3 continue, even though the City, the City Engineer, or the Subdivision Authority has accepted the Reports.

27.5 Throughout the course of construction of the Local Improvements and Landscaping, the Developer must cause the Developer's Geotechnical Engineer to continuously assess slope stability, the soil conditions, soil compaction, soil settlement, fill or drainage in proximity to the Local Improvements and Landscaping.

27.6 The Developer's Geotechnical Engineer must provide to the City a written assessment of the conditions including a detailed geotechnical analysis where the Developer's Geotechnical Engineer deems it necessary in accordance with sound engineering principles and practices.

27.7 The Developer must ensure that all Works are performed in accordance with the City Standards and with the recommendations and requirements of the Reports and subsequent geotechnical reports obtained with respect to the Development.

27.8 To the extent that there are any differences between City Standards or the written recommendations and advice of any engineer engaged by the Developer pertaining to such Work, the Developer must comply with the highest standard.

27.9 The City must not issue a CCC nor will it accept construction as complete until the City has received written certification from the Developer's Geotechnical Engineer that the Developer has in the conduct of the Works complied with all geotechnical requirements in the City Standards and any higher standards recommended by the Developer's Geotechnical Engineer.

27.10 Prior to the developer submitting its application for "Consent to Register Plan" form for the Subdivision Plan, the Developer must provide written certification to the City from the Developer's Geotechnical Engineer that the Development Area is suitable for the development.

27.11 The restrictive covenant required under section 3.3 must:

- (a) provide notice of any constraints on development as a result of the soil conditions on the Development Area as identified in the Reports; and

- (b) require that any development that may occur on the Development Area be properly engineered to account for these soil conditions.

27.12 The Developer must ensure that

- (a) notice of the recommendations of the Developer's Geotechnical Engineer; and
- (b) requirements of the Reports and the restrictive covenant to be registered over lots in the Development Area

are given to all prospective purchasers of, and builders on such lots, as soon as reasonably possible and in any event before any sale of the lots.

28. APPLICABLE LAW

28.1 This Agreement is governed by, construed and interpreted in accordance with, the laws of the Province of Alberta.

28.2 Subject to any provision for arbitration set out in section 21, the parties must bring any legal action or proceedings arising out of or in connection with this Agreement in the Court of Queen's Bench in the Province of Alberta, and irrevocably and unconditionally attorn to and accepts the exclusive jurisdiction of that Court.

28.3 To the extent that any limitation period set out in the *Limitations Act*, R.S.A. 2000, c. L-12, applies to the City's right to seek and receive any remedial order with respect to:

- (a) a breach by the Developer of this Agreement; or
- (b) a failure by the Developer to fulfill any obligation under this Agreement or to any other matter arising out of the Developer's responsibilities under this Agreement,

the Developer agrees that the applicable limitation period is extended for an additional 4 years and that the Developer is not entitled to immunity from liability during that additional 4 years.

29. FURTHER ASSISTANCE

29.1 The parties must execute and deliver all further documents and assurances necessary to give effect to this Agreement and to discharge the respective obligations of the parties.

29.2 The parties agree that:

- (a) the construction and installation of Local Improvements and Landscaping to City Standards and all other necessary matters and things incidental to their construction and installation;
- (b) the subdivision of any land in the Development Area;
- (c) the development on the Lands by the Developer; or

- (d) the sale of all or any of the land within the Development Area by the Developer

is subject to the terms, covenants and conditions set forth in this Agreement, and this Agreement and its terms are a covenant running with and affixed to the lands.

29.3 The City may file a Caveat against all appropriate Certificates of Title pursuant to the provisions of the Act.

30. WAIVER

30.1 A waiver by either party to this Agreement of the strict performance by the other of any covenant or provision of this Agreement does not of itself constitute a waiver of any subsequent breach of the covenant or provision or of any other covenant or provision of this Agreement.

30.2 A waiver of an obligation in this Agreement is not effective unless in writing and signed by the party granting the waiver.

31. NOTICES

31.1 Whenever any notices, demands or requests are required to be given by either party to the other under the provisions of this Agreement, this notice, demand or request may (except where expressly otherwise provided) be given by hand delivery to, by facsimile transmission followed by registered mail to, or by registered mail sent to, the respective addresses hereinafter provided for.

31.2 The respective addresses of the parties are:

- (a) THE CITY OF ST. ALBERT
5 St. Anne Street
St. Albert, Alberta T8N 3Z9

Attention: City Engineer

FAX: 780-458-1974

- and -

- (b) (INSERT NAME, ADDRESS & FAX NUMBER OF DEVELOPER)

31.3 A party may change that party's address on 5 days' notice in writing to the other party.

Deemed receipt

31.4 A properly addressed notice delivered or sent is deemed to be received as follows:

- (a) if delivered by hand or sent by courier, it is deemed to be received by the other Party at the time of delivery to either:

- (i) the person referred to in section 31.2 or subsequently identified under section 31.2, or
 - (ii) any person who reasonably appears to be authorized to receive post or other documents at the address referred to in section 31.2 or such other address identified under section 31.3;
- (b) if sent by facsimile, it is deemed to be received by the other party 24 hours after the time shown on the facsimile transmission sheet that confirms receipt, unless it is sent on a weekend, public or civic holiday in St. Albert, in which case it is deemed to be received by the other party 24 hours after the commencement of the next day that is not a weekend, public or civic holiday in St. Albert; or
- (c) if sent by registered mail, it is deemed to be received 7 days after mailing, subject to the intended recipient demonstrating that it was not, despite diligent efforts of the intended recipient, received within that time, in which case it is effectively delivered on the actual date of receipt. In the event notice is served by registered mail at a time when there is an interruption of mail service affecting the delivery of the mail, then notice is not deemed to have been given until 7 days after the date that normal mail service is restored.

32. NON-ASSIGNMENT OF AGREEMENT

32.1 This Agreement or any portion of it cannot be assigned by the Developer without obtaining the prior written approval of the City which may contain further conditions and may be withheld in its sole discretion and without reason.

32.2 Any assignment by the Developer does not release the Developer of his obligations pursuant to this Agreement and no assignment is effective until such time as the assignee has entered into an agreement with the City agreeing to be bound by the Developer's obligations under this Agreement. In any event, any purchaser of lands within the Subdivision Area shall be bound by the Developer's obligations pursuant to this Agreement.

33. JOINT AND SEVERAL

33.1 Where there is more than one Developer the obligations of the Developer pursuant to this Agreement are joint and several.

34. AMENDMENTS

34.1 Subject to changes to the Local Improvement Plans as contemplated in sections 1.1(e), 1.1(II), 13.28 and 15.5, no amendment to this Agreement are valid and binding unless made in writing and signed by an authorized representative of each of the parties to this Agreement.

35. TIME OF THE ESSENCE

35.1 Time is of the essence under this Agreement.

36. ENTIRE AGREEMENT

36.1 This Agreement, the Schedules attached to it, and the Local Improvement Plans and Reports contemplated by it, constitute the entire agreement between the parties concerning the subject matter hereof. All prior agreements, discussions, representations, warranties and covenants are merged in this Agreement. There are no warranties, representations, covenants or agreements, expressed or implied, between the parties except those expressly set forth in this Agreement.

37. INDEPENDENT COUNSEL

37.1 Each party acknowledges and agrees that

- (a) it has read and fully understands the provisions of this Agreement;
- (b) it has had a reasonable opportunity to obtain or has obtained independent legal advice with respect to this Agreement;
- (c) it has satisfied itself, based on its own review, that the terms and conditions of this Agreement are reasonable;
- (d) all amounts required to be paid under this Agreement are properly due and will not subsequently be contested; and
- (e) it is signing this Agreement freely, voluntarily and without duress.

38. NO CONTRA PROFERENTUM

38.1 In the interpretation of this Agreement, the *contra proferentum* rule shall not apply and none of the provisions of this Agreement shall be construed against or interpreted to the disadvantage of the party responsible for the drafting this Agreement or any provision of it.

(Remainder of page left blank intentionally)

39. COUNTERPARTS AND ELECTRONIC SIGNATURE

39.1 This Agreement may be signed in any number of counterparts, each of which shall be deemed an original for all purposes and all of which when taken together constitute one and the same instrument. The parties consent to the use of electronic signature for this Agreement, including signatures delivered via email or secure electronic signature platforms, which will be binding on the signing party and treated for all purposes as if they were original signatures.

The parties, by their respective authorized signatories, sign and deliver this agreement as follows:

THE DEVELOPER:

(INSERT LEGAL NAME OF DEVELOPER)

Per: _____

Name: _____

Title: _____
I/we have the authority to bind the Developer.

Per: _____

Name: _____

Title: _____
I/we have the authority to bind the Developer.

THE CITY:

THE CITY OF ST. ALBERT

Per: _____

Name: _____

Title: City Engineer

SCHEDULE "A"	SUBDIVISION AREA
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SCHEDULE "B" CERTIFICATE OF TITLE

SCHEDULE "C" APPROVING AUTHORITY DECISION

SCHEDULE "D" ESSENTIAL LOCAL IMPROVEMENTS

Essential Local Improvements means:

- (a) Electrical power;
- (b) Sanitary sewerage mains, storm drainage systems and appurtenances as outlined in the City Standards;
- (c) Water mains including all fittings, valves and hydrants, and the looping of water mains beyond the Subdivision Area and within the Development Area in order to safeguard and ensure the continuous supply of water to the Subdivision Area;
- (d) Service connections from the sanitary sewer and water mains to property lines of individual lots including storm sewer connections where required by the Local Improvement Plans;
- (e) Stormwater management and treatment services within the Development Area;
- (f) Concrete curbs and gutters;
- (g) Roads, including base course asphalt street paving;
- (h) Street identification and regulatory traffic signage;
- (i) Unobstructed emergency vehicle access and adequate fire protection;
- (j) Any other Local Improvements determined to be Essential Local Improvements by the City Engineer.

SCHEDULE "E" LOCAL IMPROVEMENTS

Local Improvements means those improvements shown in the Local Improvement Plans or as required by the City Standards, whether inside or outside the Development Area, including the following categories of Local Improvements:

- (a) Sanitary sewerage mains, and appurtenances;
- (b) Storm drainage systems and appurtenances;
- (c) Water mains including all fittings, valves and hydrants, and the looping of water mains in and beyond the Subdivision Area and the Development Area;
- (d) Service connections from:
 - (i) the sanitary sewer including storm sewer, where there is a combined service;
 - (ii) the storm sewer; and
 - (iii) water mainsto property lines of individuals lots;
- (e) Concrete sidewalks;
- (f) Drainage swales;
- (g) Asphalt trails;
- (h) Walkways as required in public areas and walkway lighting;
- (i) Commercial driveway aprons;
- (j) Concrete curbs and gutters;
- (k) Roads including:
 - (i) base course asphalt street paving; and
 - (ii) surface course asphalt street paving;
- (l) Traffic signs, street signs, subdivision identification signs and traffic control devices;
- (m) The electrical distribution system including:
 - (i) primary cable;
 - (ii) transformers;
 - (iii) secondary conductors;
 - (iv) power bases and pedestals;
 - (v) switching or service cubicles or both;
 - (vi) lighting of the entrance feature;
 - (vii) street lighting;
 - (viii) service connections to each proposed lot within the Lands; and
 - (ix) underground wiring and steel poles;
- (n) Street and area lighting in residential areas and along arterial roads and other roads;

- (o) Alberta Survey Control Monuments;
- (p) Infrastructure for telephone, cable television distribution system, and internet/broadband;
- (q) Infrastructure for natural gas distribution;
- (r) Any other improvements which may be shown on the Local Improvement Plans;
- (s) Any other Local Improvements not listed above, but required by the City Engineer; and
- (t) Any other Local Improvements required by Subdivision Authority, Development Authority, a Development Officer, or the Subdivision and Development Appeal Board.

SCHEDULE "F" LANDSCAPING

Landscaping includes, the following whether inside or outside the Development Area:

- (a) landscaping and fencing shown on the Landscaping Plans; and
- (b) any additional landscaping and fencing, including noise attenuating measures, as may be required by
 - (i) the City Standards;
 - (ii) the City Engineer; or
 - (iii) the City's Subdivision Authority; Development Authority, a Development Officer, or the Subdivision and Development Appeal Board.

SCHEDULE "G" ACCEPTED ENGINEERING LOCAL IMPROVEMENT PLANS

SCHEDULE "H" FINANCIAL SECURITY

(INSERT NAME OF SUBDIVISION & STAGE #)

Security Amount

The amount of the security is **(INSERT AMOUNT OF REQUIRED SECURITY)**
(\$**00.00**) **DOLLARS.**

SCHEDULE "I"

CERTIFICATE OF INSURANCE

(Attach Certificate of Insurance)



SCHEDULE "J" CONSTRUCTION COMPLETION CERTIFICATE ("CCC")

Development Agreement (Area): _____
Developer: _____
Development Agreement Dated: _____
Contractor: _____
Local Improvement(s): _____

Location of Local Improvement(s) referred to herein is as shown, outlined in red, on the plan on the reverse hereof. (Or see attached)

Date of Application: _____

Pursuant to the Development Agreement, I _____ of the firm _____ "Developer's Engineers", hereby certify that the Local Improvement(s) or Landscaping noted herein is complete as defined by the Development Agreement, and constructed as far as can be practically ascertained according to the City of St. Albert Municipal Engineering Standards in compliance with the requirements of the Development Agreement. I, hereby recommend this Local Improvement(s) or Landscaping or approval.

Project Engineer (Developer's Engineering Firm) Date _____

Signing Officer (Developer's Engineering Firm) Date _____

Authorized City Inspector Date _____

Approved on: _____
City Engineer

Rejected on: _____
City Engineer

Reason For Rejection: (See attached report) _____

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

Project Engineer (Developer's Engineering Firm) Date _____

Approved: _____ Date _____
Director of Engineering Services

Date of Maintenance Period to Start: _____
Date of Maintenance Period to Expire: _____



SCHEDULE "K" FINAL ACCEPTANCE CERTIFICATE ("FAC")

Development Agreement (Area): _____

Developer: _____

Development Agreement Dated: _____

Contractor: _____

Local Improvement(s): _____

Location of Local Improvement(s) referred to herein is as shown, outlined in red, on the plan on the reverse hereof. (Or see attached)

Date of Application: _____

Pursuant to the Development Agreement, I _____ of the firm _____ "Developer's Engineers", hereby certify that as of the above date, the said Local Improvement(s) or Landscaping meets all the requirements for Final Acceptance as specified by the Development Agreement, and I hereby recommend this Local Improvement(s) for Final Acceptance.

Project Engineer (Developer's Engineering Firm) Date _____

Signing Officer (Developer's Engineering Firm) Date _____

Authorized City Inspector Date _____

Approved on: _____
City Engineer

Rejected on: _____
City Engineer

Reason For Rejection: (See attached report) _____

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

Date _____

Project Engineer (Developer's Engineering Firm)

Approved: _____
Director of Engineering Services Date _____

Date of Maintenance Period to Expire: _____

SCHEDULE "L" MAINTENANCE PERIODS

(INSERT NAME OF SUBDIVISION & STAGE #)

1. Subject to section 2 of this Schedule, the Maintenance Periods are:

<u>For Local Improvements</u>	<u>Maintenance Period (in Months)*</u>
Underground Services & Utilities	12
Roads & Sidewalks	24

*If a CCC has been issued for a category of Local Improvements, the Maintenance Period set out here applies to that category only. The Maintenance Period associated with any other category of Local Improvements runs from the date of the issuance of the CCC for that category of Local Improvements.

For Landscaping

Fencing	12
---------	----

Park Landscaping:

- Trees & Shrubs	24
- Grass	12

Boulevard Landscaping:

- Trees & Shrubs	24
- Sod	12

(or upon knitting and catch, to an extent satisfactory to the City Engineer)

- Grass	12
---------	----

2. In the event that an FAC is not issued pursuant to section 15.5 the Maintenance Period for the Local Improvements or Landscaping must be automatically extended until such time as the City Engineer determines that the FAC may be issued.

SCHEDULE "L" MAINTENANCE PERIODS (with Fill)

(INSERT NAME OF SUBDIVISION & STAGE #)

1. Subject to section 2 of this Schedule, the Maintenance Periods for Local Improvements and Landscaping are:

<u>For Local Improvements</u>	<u>Maintenance Period (in Months)*</u>
Underground Services & Utilities	24
Roads & Sidewalks	24

*If a CCC has been issued for a category of Local Improvements, the Maintenance Period set out here applies to that category only. The Maintenance Period associated with any other category of Local Improvements runs from the date of the issuance of the CCC for that category of Local Improvements Park Landscaping:

<u>For Landscaping</u>	
Fencing	12
- Trees & Shrubs	24
- Grass	12
Boulevard Landscaping:	
- Trees & Shrubs	24
- Sod	12 (or upon knitting and catch, to an extent satisfactory to the City Engineer)
- Grass	12

2. In the event that an FAC is not issued pursuant to section 15.5, the Maintenance Period for the Local Improvement or Landscaping is automatically extended until such time as the City Engineer determines that the FAC may be issued.

SCHEDULE "M" OFF-SITE LEVY

(INSERT NAME OF SUBDIVISION & STAGE #)

Amount of Off-site Levy Payable under section 19.1

1. The Developer must pay the City and the City must collect the Off-site Levy in the amount of \$_____ <insert total amount of Levy Payable for all hectares in all categories>

Delivery of Off-site Levy Payment

2. The Developer must deliver the amount required to be paid under section 1 of this Schedule "M" to the City before the City will approve or sign the Agreement. The City will deposit the amount but will not otherwise make any use of the amount unless the City approves and signs the Agreement.

City's Obligation if the City Does Not Approve and sign Agreement

3. If the City does not approve and sign the Agreement, the City must reimburse the Developer for the amount delivered by the Developer to the City under section 2 of this Schedule "M".

Calculation of Off-site Levy Payable under this Agreement

4. The City and the Developer acknowledge that the Off-site Levy payable under this Agreement has been correctly determined and calculated as follows:

Categories of Municipal Infrastructure	Rate /ha	# of Ha	Off-site amount Levy
Sanitary Sewer			
Storm Sewer			
Water			
Roadways			

**SCHEDULE "N" CITY SERVICING AMOUNT AND EXCESS CAPACITY
REIMBURSEMENT**

(INSERT NAME OF SUBDIVISION & STAGE #)

Amount

1. The Developer must pay the City and the City must collect the Excess Capacity Reimbursement and Servicing Amount in the sum of \$_____ <insert total amount of Excess Capacity Reimbursement and Servicing Amount>.

2. The Developer must deliver the amount required to be paid under section 1 of this Schedule "N" to the City before the City will approve or sign the Agreement. The City will deposit the amount but will not otherwise make any use of the amount unless the City approves and signs the Agreement.

City's Obligation if the City Does Not Approve and sign Agreement

3. If the City does not approve and sign the Agreement, the City must reimburse the Developer for the amount delivered by the Developer to the City under section 1 of this Schedule "N".

4. The Developer acknowledges that the amount in section 1 of this Schedule N accurately represents the Developer's proportionate share of:

- (a) the City's Servicing Costs;
- (b) payments made or costs incurred by other developers in respect of Excess Capacity Improvements made by those other developers; and
- (c) reasonable interest on the amounts in (a) and (b) at the rate fixed by the City.

**SCHEDULE "O" ACKNOWLEDGEMENT OF VOLUNTARY EXCESS CAPACITY
CONSTRUCTION**

(INSERT NAME OF SUBDIVISION & STAGE #)

The within release forms part of the Development Agreement between the undersigned Developer and The City of St. Albert for **(INSERT NAME OF SUBDIVISION & STAGE #)** and the capitalized terms have the meanings ascribed to them in the Development Agreement.

1. The Developer hereby acknowledges that:
 - a. it is not being obliged by the City to construct or pay for the construction of any Municipal Infrastructure that is not expressly specified under section 19.2 and Schedule "M" of this Agreement or any Excess Capacity Improvement;
 - b. if it is constructing or paying for the construction of any Municipal Infrastructure that is not expressly specified under section 19.2 and Schedule "M" of this Agreement or any Excess Capacity Improvement in the Development Area it is doing so for its own purposes and at its own volition;
 - c. it is not entitled to any Excess Capacity/Oversizing Reimbursement in respect of any Municipal Infrastructure that is not expressly specified under section 19.2 and Schedule "M" of this Agreement or any Excess Capacity Improvement;
 - d. it is not entitled to any recovery of Off-site Levies in respect of any Municipal Infrastructure that is not expressly specified under section 19.2 and Schedule "M" of this Agreement or any Excess Capacity Improvement;
 - e. the City is not responsible or obliged to collect, recover, or to assist the Developer in the recovery of any Municipal Infrastructure or any Excess Capacity Improvement costs of any kind;
 - f. it is familiar with section 651 of the *Municipal Government Act*, the Bylaw and the Off-site Levy Framework and the concept of excess capacity cost recovery; and
 - g. it acknowledges that the City is relying on this release in its dealings with other owners and developers of land in the City of St. Albert.
2. The Developer does hereby release and forever discharge the City from any obligation to collect, recover, or assist the Developer in the recovery of any Municipal Infrastructure or any Excess Capacity Improvement costs.

Executed by the undersigned Developer this _____ day of _____,
(INSERT YEAR).

(INSERT NAME OF DEVELOPER)

Per: _____

SCHEDULE "P" ARBITRATION PROCESS AND POWERS

A referral to binding arbitration under article 21 of the Agreement shall be subject to the following process and the arbitrator shall have the following duties and powers:

Arbitration Notice

1. The Party desiring arbitration shall notify the other Party in writing of its intention to arbitrate (in this Schedule referred to as the "Arbitration Notice"), which Arbitration Notice shall be personally delivered to the other Party and shall include a statement of all matters which that Party intends to refer to the arbitrator acting pursuant to this Schedule ("Arbitrator").

Response

2. Within 10 days following delivery of the Arbitration Notice, the Party receiving such notice shall deliver to the other Party a statement of any other matters it intends to refer to the Arbitrator (in this Schedule referred to as the "Response Notice") and only those matters which are comprised in or covered by the respective statements shall be considered by the Arbitrator and dealt with in the award.

Priority of Potential Arbitrators

3. The City and the Developer shall within 14 days following delivery of the Response Notice, or if there is no Response Notice then within 14 days of the expiry of the deadline to provide a Response Notice, unless otherwise agreed between the parties, determine the priority list of potential arbitrators.

Appointment of Arbitrator

4. The City and the Developer shall jointly approach, in the order of priority assigned in the list, the arbitrators that they have listed and name the arbitrator who first agrees to serve as Arbitrator to hear the dispute. No one shall be named to act as Arbitrator who is directly affected by the dispute.

Replacement of Arbitrator

5. In case the Arbitrator dies, or refuses to act, or becomes incapable of acting as Arbitrator, before the whole of the matter referred is determined by the Arbitrator, then the Parties shall forthwith thereafter nominate and appoint the next arbitrator listed who is willing to serve as Arbitrator; the person so substituted shall have the same powers and authorities as the Arbitrator would have had if the Arbitrator had acted or continued to act.

Time and Place of Hearing

6. The arbitration shall take place in the City of St. Albert, and the Arbitrator shall fix the dates, times and places for the purpose of hearing such evidence and representations as either of the parties may present.

Notice

7. Unless the circumstances of the matter in dispute require otherwise, the Arbitrator shall give at least 15 clear days' notice to the parties of the date, time and place of the hearing or hearings, if there shall be more than one, which notice shall identify the issue or

issues to be determined, and shall indicate that failure to attend will result in the hearing proceeding on an *ex parte* basis unless such Party presents to the Arbitrator, before the date of the hearing, what the Arbitrator shall consider good and sufficient cause for failure to attend, together with a reasonable proposal for rescheduling the hearing which will not substantially prejudice the other Party.

Adjournments

8. The Arbitrator may, at the Arbitrator's sole discretion, and on the Arbitrator's own motion or on the application of either Party or upon the consent of both parties, adjourn the date of the hearing or any hearing.

Award

9. The Arbitrator shall make the Arbitrator's award in writing with full reasons, signed by the Arbitrator, and personally deliver it to each of the Parties on or before the tenth (10th) day following the completion of the hearing, or such later day to which the Parties shall mutually agree, in writing, to extend the time for making the award.

10. The award shall deal with each item which was in dispute, and may be retroactive in whole or in part.

Powers

11. Subject to the terms of the Agreement, the Arbitrator shall have the power to render any award and grant such remedies as the Arbitrator deems just and reasonable in all the circumstances including the power to:

- (a) make a declaration as to the rights or obligations of either or both of the Parties;
- (b) direct the payment of money to either or both of the Parties;
- (c) make an interim order on any matter with respect to which the Arbitrator may make a final order;
- (d) make any award as to costs as the Arbitrator may consider appropriate; and
- (e) order such further and other remedies as the Arbitrator may consider just and reasonable in all the circumstances.

Final and Binding

12. Any award of the Arbitrator shall be final and binding on the Parties and on the persons claiming under them, and each of the Parties shall abide by and perform in a timely manner any award rendered by the Arbitrator.

13. A judgment of the Court of Queen's Bench of Alberta may be entered upon the award at the instance of either Party on notice to the other Party.

Costs

14. The costs of the arbitration shall be in the discretion of the Arbitrator who shall, in

the Arbitrator's award, direct to and by whom and in what manner, the costs or any part thereof shall be paid, provided that any award of costs, notwithstanding the provisions of the *Arbitration Act* referred to below, shall not necessarily be limited to the scale of rates provided in the said Act.

Apportionment

15. The Arbitrator may charge an adequate and equitable sum of money for his services, and the Arbitrator shall determine, in the Arbitrator's award herein, the apportionment of such charges.

General

16. The provisions of the *Arbitration Act*, R.S.A. 2000, c. A-43, shall apply to any arbitration under this Agreement, except to the extent any of such provisions are contrary or inconsistent with any of the provisions of this Schedule or this Agreement, in which case the provisions of this Schedule or this Agreement shall govern.

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