



File #: AR-20-274, **Version:** 1

TAMRMS#: B09

Development Bonds

Presented by: Johnathan Reid, Manager of Development Engineering, Engineering Services

RECOMMENDATION(S)

That the Community Growth & Infrastructure Standing Committee recommend to Council

1. That revised Council Policy C-P&E-03 Development Security, provided as Attachment 1, be approved.
2. That revised Council Policy C-CAO-01 Chief Administrative Officer Delegations, provided as Attachment 2, be approved.
3. That the following Council Motion C95-2016 be rescinded:

That the Development Agreements provided as Attachments 1 and 2 to the February 22, 2016 agenda report entitled "Standard Development Agreement Template, Final Engagement Feedback" be approved for use as the City's new standard form development agreements.

PURPOSE OF REPORT

The report recommends measures to facilitate allowing development bonds as an acceptable form of development security by the City. The report also requests a rescission of the Council Motion that approved standard development agreement templates, together with an amendment of the Chief Administrative Officer (CAO) Delegations Policy to remove the clause that says the CAO has to use Council-approved development agreement templates.

ALIGNMENT TO COUNCIL STRATEGIC PRIORITY

Strategic Priority #1: Growth Policy Framework: Develop a robust policy framework to guide growth.

- Consider new governance and investment strategies to enhance and maintain St. Albert.

Strategic Priority #2: Economic Development: Enhance business/commercial growth.

- Develop and recommend Green Tape 2.0 initiatives to enable increased growth, investment, and commerce in St. Albert focusing on a strong collaborative model with the development industry.

ALIGNMENT TO SERVICE DELIVERY

Land Development Project Management

- Project review and ongoing management of land and real estate developments in the city for developer stakeholders.

ALIGNMENT TO COUNCIL (OR COMMITTEE) DIRECTION OR MANDATORY STATUTORY PROVISION

On March 17, 2014 Council passed the following motion:

(C130-2014)

That Policy C-P&E-03, Letter of Credit / Security, provided as Attachment 1 to the Agenda Report dated March 17, 2014, be approved.

On February 22, 2016, Council passed the following motion:

(C95-2016)

That the Development Agreements provided as Attachments 1 and 2 to the February 22, 2016 agenda report entitled "Standard Development Agreement Template, Final Public Engagement Feedback" be approved for use as the City's new standard form development agreements.

On January 21, 2019 Council passed the following motion on Consent Agenda:

(AR-19-003)

That the amendments indicated in Schedules "A" - "G", provided as an attachment to the January 21, 2019 agenda report entitled "Council Policy Amendments - New Organizational Structure", be approved.

BACKGROUND AND DISCUSSION

Development Bonds

On June 8, 2020 Administration made a presentation to the Covid-19 Recovery Task Force about development bonds as a form of security for new developments in the City. Administration also provided an overview of the changes that would be required to permit development bonds to be permitted as a development security option and recommended proceeding.

Attachment 3 Memorandum- Surety Bonding for Developments dated July 31, 2020, and previously distributed to Council, outlines the rationale for this recommendation and provides a comparison between the City's existing acceptable forms of security and development bonds.

Development Agreement Templates

Since February 22, 2016, Administration has been using the latest Council-approved templates to execute subdivision and development agreements. As the development industry has evolved, in particular the increasing popularity of homeowners' associations and now the request for more flexible forms of development security, there is a need for the City to adapt to these changes.

Council is being asked to rescind its original Motion that approved the templates and to amend the CAO Delegations policy to remove the clause that says the CAO has to use Council-approved development agreement templates. Administration is planning to continue to utilize these templates as a standard, but it is requesting the ability to have some flexibility in how these agreements are updated and executed.

Council will continue to be responsible for the decisions that govern much of the content contained in the templates. Decisions related to security, off-site levy payments, and OSL project front-ending reimbursement, are managed through either bylaw or Council policies. Of note, any substantive changes to the templates will also have to be approved by the development industry as they are co-parties to these agreements.

Introducing the development bond initiative, allowing deferred off-site levy payment options for private recreational amenities, and making improvements to development's CCC/FAC approval process will all require updates or additions to the development agreement templates. These functions are administrative in nature and Administration is seeking the ability to be responsive to change when appropriate.

STAKEHOLDER COMMUNICATIONS OR ENGAGEMENT

As the request to allow for the option of using development bonds in place of Letters of Credit (LOC) for security with development was initiated by the St. Albert Committee of the Urban Development Institute's (UDI), it is expected that adopting this option will be well-received by the development community.

It is further anticipated that allowing Administration some flexibility in how it addresses unique scenarios within subdivision and development agreements without having to bring forward those items to Council for approval will also be well-received by the development community.

IMPLICATIONS OF RECOMMENDATION(S)

Financial:

As the City of Edmonton is already accepting development bonds on a pilot basis, it is critical that the City move quickly to adopt a similar security policy so that developers' decision criteria on St. Albert opportunities are not negatively impacted. This is especially true given the uncertainty surrounding the COVID-19 pandemic, and the potential for the region's growth and development to slow.

Legal / Risk:

The new proposed development bond product has been tailored to function like an LOC when a municipality asserts a deficiency, and is payable upon demand. This eliminates traditional concerns with bonding for development security centered around the ability to draw on an LOC quickly when required vs. having to submit and justify a claim to a bonding company, which created uncertainties around ultimate values and timing of draws.

Program or Service:

It is anticipated that the recommended actions will result in a higher level of developer satisfaction as developers will have the option of acquiring a development bond from an approved surety company instead of being required to have cash tied up as a deposit with the financial institution issuing the LOC. Being able to address one-off development scenarios within subdivision and development agreements administratively will condense the agreement approval timeline and streamline processes, which is also supported by the development industry.

Organizational:

Enabling the use of development bonds is not expected to require additional time or resources from Administration as it relates to the typical development process, though there will be some additional effort required initially of Administration to convert existing LOCs to development bonds.

ALTERNATIVES AND IMPLICATIONS CONSIDERED

If Council does not wish to support the recommendations, the following alternatives could be considered:

Alternative 1.

That the agenda report Development Bonds be received as information.

This would result in the status quo with regards to accepting development security and processing development agreements. This has the potential to make the City appear less competitive or attractive to development when compared with adjacent municipalities.

Alternative 2.

That Recommendation 1 be approved and that Recommendations 2 and 3 not be approved.

This would allow for the acceptance of development bonds as an option for development security. However, this alternative would continue to require changes to subdivision and development agreement templates be approved by Council. This could result in development delays and require Council approval for non-substantive updates to the templates.

Report Date: August 24, 2020

Author: Tanya Hynes

Department: Engineering Services

Deputy Chief Administrative Officer: Kerry Hilts

Chief Administrative Officer: Kevin Scoble



City of St. Albert

ADMINISTRATIVE PROCEDURES

Development Security

AUTHORITY	SIGNATURE		dd mm yyyy
Chief Administrative Officer		APPROVED:	20 03 2014
		REVISED:	21 01 2019

Definitions

“As-Built Drawing” means upon completion of construction, the submission of a set of drawings with red line markups reflecting how the development was actually constructed;

“City” means the municipal corporation of the City of St. Albert;

“City Engineer” means the professional engineer or individual so designated by the Chief Administrative Officer, or that individual’s appointed designate;

“City Standards” means the standards and specifications as set out in the City of St. Albert Municipal Engineering Standards (presently in effect and as may be amended in future from time to time) for design, construction and installation of all Local Improvements as published by the City’s Engineering Department from time to time, 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, the Plans, any condition to the approval of Plans imposed by the City Engineer, and all applicable codes, regulations, legislation, design and engineering standards;

“Construction Completion Certificate (CCC)” means a certificate issued by the City to signify that offsite infrastructure has been constructed to City Standards but is still under warranty and may be subject to minor deficiencies corrections. Once any infrastructure (leviable or non-leviable) has received a CCC (notwithstanding any warranty period prior to FAC) the City assumes ownership of that infrastructure;

“Developer” means the person, firm, or corporation named within a Development Permit or Development Agreement, whether as the owner or an agent for the owner of the land included therein;

“Development Agreement” means an agreement between a developer or property owner and the City that defines the terms and conditions under which a development must be carried out;

“Development Area” means the lands or site on which a development exists or occurs for which an approved Development Permit or Development Agreement has been issued or executed;

“Development Bond” means an irrevocable Development Bond issued by a surety corporation licensed to transact the business of suretyship in the Province of Alberta and Canada;

“Development Permit (DP)” means the document authorizing a development that is issued by a Development Officer, or by Council in a Direct Control District, under the City’s Land Use Bylaw or any previous Land Use Bylaw, and a DP may include any plans or conditions of approval;

“Final Acceptance Certificate (FAC)” means a certificate issued by the City at the completion of a warranty period provided the infrastructure is free of defects and deficiencies at that time;

“Letter of Credit (LOC)” means an irrevocable Letter of Credit issued by a Chartered Bank, Credit Union, or from ATB Financial, or a cash deposit in the form of a certified cheque or bank draft;

“Local Improvements” means and includes all those improvements specified in the Development Permit or Development Agreement whether within or outside the Development Area and such additional improvements as are shown on the Plans, as are requested by the City Engineer, or as specified by the Subdivision Authority, Development Authority, a Development Officer, or the Subdivision and Development Appeal Board;

“Maintenance or Warranty Period” means the period of time established in the City Standards where the Developer is solely responsible for the maintenance of the Local Improvements. This period begins to run from the date on which the City Engineer issues to the Developer a CCC for all, or a portion thereof, of a Local Improvement. During this period the Developer shall be responsible to correct any defects or deficiencies in design, material, and/or installation that are noted during the maintenance or warranty period. This period does not expire until the City has issued a FAC for all, or a portion thereof, of a Local Improvement;

“Off-site” means a location other than the site which is the subject of a development, which is Public Lands;

“On-site” means a location on the site which is the subject of a development, which is private property;

“Plans” means plans and specifications prepared by the Consulting Engineer at the Developer's expense covering the design, construction and installation of the Local Improvements pursuant to the terms of the Development Permit or Development Agreement, the Landscaping and Fencing Plans and such additional plans, and specifications (and amendments thereto) as may be subsequently approved by the City Engineer all of which shall become Plans and form part of the Development Permit or Development Agreement once they have been approved by the City Engineer;

“Public Lands” means roads, municipal easements, public parks, public utility lots, municipal reserves, environmental reserves, school reserves and other properties in the Development Area owned or administered by any municipal or school authority, or which are to be dedicated by the Developer to any municipal or school authority;

“Record Drawing” means the finalized submission of the development drawings that has incorporated the red line mark ups from the As-Built Drawings;

“Security” means a Letter of Credit, Development Bond, or a cash deposit held as a security by the City to ensure that the engineering and landscaping components of a development project are completed to City Standards in accordance with accepted civil engineering and landscape design drawings.

Responsibilities

1. Chief Administrative Officer:
 - a. shall ensure the policy is followed;
 - b. hereby designates the City Engineer as the administrator of this policy.
2. City Engineer:
 - a. shall be authorized to revise the standard CCC and FAC documents referred to in this policy as may be required, from time to time;
 - b. shall receive, review, and respond to all applications for CCC and FAC approvals;
 - c. shall receive, review, and respond to all written applications for partial reductions in Security;
 - d. shall receive, review, and respond to all written applications for project extensions such that Security is preserved;
 - e. shall maintain a Security register which records the development project security held by the City;
 - f. shall review the progress of individual development projects annually and offer a reduction in the Security where appropriate;
 - g. shall contact developers that have a Security older than five years or with a Security under \$20,000 and detail what items are outstanding and what actions developers must take to close out their project;
 - h. shall send a year end Security reconciliation to the Finance Department for the Year End Audit;
 - i. may delegate his or her responsibilities hereunder as he or she deems appropriate.
3. Legal Services:
 - a. shall provide legal advice, as required, for instances when the City is considering drawing on the Security;
 - b. shall assist, as required, with cashing an LOC or Development Bond.
4. Developer:
 - a. shall submit detailed construction cost calculations with the first submission of the detailed civil engineering drawings or with the development agreement application;
 - b. shall submit Security in the correct amount upon execution of a development agreement or prior to the commencement of any development project approved with a valid development permit;
 - c. shall submit applications for CCC and FAC approvals;
 - d. shall submit written requests for partial reductions in Security and project extensions such that Security is preserved.

Standards

Administration will use the following Standards, in addition to those Standards detailed in Council Policy, C-P&E-03, to implement this Council Policy:

1. Security Specifications:

- a. Security may be posted by way of LOC, Development Bond, or a cash deposit in the form of a certified cheque or bank draft;
- b. Performance Bonds will not be accepted;
- c. A Letter of Credit or Development Bond must contain a reference to the project in which the LOC or Development Bond applies and must be as follows for a:
 - i. Development Agreement-
"Covering all obligations, terms, and conditions under the Development Agreement as amended, extended, or renewed for _____."
 - ii. Development Permit-
"Covering all obligations, terms, and conditions under the Development Permit as amended, extended, or renewed for Development Permit No. _____."
 - iii. Subdivision or Bareland Condominium Approval-
"Covering all conditions under the Subdivision/Bareland Condominium Approval for _____."
 - iv. Owner/Permit/Customer Link (used where the recipient of the development permit and entity providing the letter of credit are not the same)-
"Covering all obligations, terms, and conditions under the Development Permit as amended, extended, or renewed for Development Permit No. _____ issued to _____ on land owned by _____."

2. Security Valuation:

- a. The assigned value of Security is directly proportional to the construction costs of the components of each development project;
- b. If cost estimates are not provided, the City assigns values to the construction work;
- c. The value of Security is calculated based on the following:
 - i. Development Permit Project:

Development Component	Security value – calculated based on percentage of construction cost
On-site Landscaping	100%
Off-site Landscaping	100%
On-site Water Service	20%
On-site Sanitary Service	20%
On-site Storm Service	20%
Off-site Water, Sanitary and Storm Services	100%
On-site Surface Construction (such as asphalt & concrete)	20%
Off-site Surface Construction	100%

Development Component	Security value – calculated based on percentage of construction cost
Landscaping as-built & record drawing package	\$5,000 (fixed cost)
Engineering as-built & record drawing package	\$5,000 (fixed cost)
Permit Deposit (SSP & OSCP)	\$5,000 (fixed cost)

ii. Development Agreement:

Development Component	Security value – calculated based on percentage of construction cost
On-site Landscaping	100%
Off-site Landscaping	100%
Fencing & Signage	100%
Site Grading	20%
On-site Water, Sanitary and Storm Services, Roads & Local Improvements	20%
Off-site Water, Sanitary and Storm Services, Roads & Local Improvements	20%
On-site Surface Construction (such as asphalt & concrete)	20%
Landscaping as-built & record drawing package	\$10,000 (fixed cost)
Engineering as-built & record drawing package	\$10,000 (fixed cost)
Permit Deposit (SSP & OSCP)	\$5,000 (fixed cost)
Service Connection Inspection	\$5,000 (fixed cost)
Operation & Maintenance Manual	\$10,000 per manual (as required)

Procedures

1. Accepting Security:
 - a. The City Engineer will review submitted detailed construction cost calculations to ensure they are appropriate for the proposed Local Improvements;
 - b. The City Engineer will either accept the construction costs submitted by the Developer to calculate the Security or it will assign costs to the construction work to calculate the Security;
 - c. The City Engineer will provide a Security checklist and a current sample of an acceptable format for the LOC to the Developer to ensure their Security meets the criteria of the City;
 - d. The City Engineer will review each submitted Security instrument to ensure it meets the criteria of the City;
 - e. The City Engineer will assign a unique file number to the Security and enter it into the Security register.
2. Reducing Security:

- a. The City Engineer will review the Security after executing a CCC or FAC for that Development project;
 - b. If warranted, the City Engineer will authorize reducing the existing Security by a specific sum related to the Local Improvements for which the CCC or FAC was executed;
 - c. In the case of an LOC or Development Bond, the City Engineer will issue a letter to the LOC issuer/Developer or surety corporation/Developer offering a reduction in the Security being held and requesting that the issuer/developer provide the City with a renewed irrevocable LOC or Development Bond in the approved format or an amendment to the existing guarantee in the new Security amount. The letter will also inform the issuer/Developer of outstanding project requirements;
 - d. Once the City receives a renewed irrevocable LOC or Development Bond in the approved format or an amendment to their existing guarantee in the new Security amount, the Engineering Financial Officer will return the original LOC to the LOC issuer or the Development Bond to the surety corporation.
3. Releasing Security:
- a. Once it has been determined that there are no outstanding project requirements, the City Engineer will authorize the release of the Security;
 - b. The City Engineer will issue a letter to the Security issuer informing them that the project has now been closed and the Security is being released;
 - c. The City Engineer will then remove the Security from the active listings in the Security register and add it to the closed Security files.
4. Reviewing the Security register for Older or Stagnant Files:
- a. On an annual basis the City Engineer will review all active Securities in the Security register;
 - b. Any development project older than five years or with Security under \$20,000.00 will be classified as an Older or Stagnant File;
 - i. By March 31 of each year, those Developers will receive a letter listing outstanding project requirements and what actions Developers must take to close out their project.
 - ii. Developers will be given until October 15 of that same year to address those outstanding project requirements or the City may take actions to draw upon the Security.
 - iii. Developers may apply in writing to the City Engineer for an extension to complete their project. The City Engineer will review each proposed work plan and approve these requests on a case by case basis.
5. Drawing upon Security:
- a. The City Engineer will determine whether circumstances are appropriate for Security to be drawn upon;
 - b. Legal Services will be consulted to ensure that drawing on the Security is an appropriate action;
 - c. Once it has been determined that Security is to be drawn upon, a notice will be sent through registered mail to the Developer informing them that the City is taking that action;
 - d. In extreme cases in response to an immediate danger or hazard, the City Engineer may take any action that is required to rectify the situation without notifying the Developer

that the City is drawing upon the Security to recover the costs associated with resolving the situation.

PREVIOUSLY DISTRIBUTED



City of St. Albert
CITY COUNCIL POLICY

Development Security

AUTHORITY City Council	APPROVED	Res. No. C130-2014	mm dd 03 17	REVISED	Res. No. AR-19-003	mm dd 01 21
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Purpose

To provide direction to Administration on the implementation and management of Development Security policy and to establish when Security is required, acceptable forms of Security, and when Security may be reduced, released or drawn upon.

Policy

The City of St. Albert utilizes a well-defined Development Security policy to ensure adherence to the City's engineering and landscaping standards in a consistent and equitable manner.

Definitions

In this policy,

"City" means the municipal corporation of the City of St. Albert;

"City Engineer" means the professional engineer or individual so designated by the Chief Administrative Officer, or that individual's appointed designate;

"City Standards" means the standards and specifications as set out in the City of St. Albert Municipal Engineering Standards (presently in effect and as may be amended in future from time to time) for design, construction and installation of all Local Improvements as published by the City's Engineering Department from time to time, 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, the Plans, any condition to the approval of Plans imposed by the City Engineer, and all applicable codes, regulations, legislation, design and engineering standards;

"Construction Completion Certificate (CCC)" means a certificate issued by the City to signify that offsite infrastructure has been constructed to City Standards but is still under warranty and may be subject to minor deficiencies corrections. Once any infrastructure (leviable or non-leviable) has received a CCC (notwithstanding any warranty period prior to FAC) the City assumes ownership of that infrastructure;



“Development Agreement (DA)” means an agreement between a developer or property owner and the City that defines the terms and conditions under which a development must be carried out;

“Development Bond” means an irrevocable Development Bond issued by a surety corporation licensed to transact the business of suretyship in the Province of Alberta and Canada;

“Development Permit (DP)” means the document authorizing a development that is issued by a Development Officer, or by Council in a Direct Control District, under the City’s Land Use Bylaw or any previous Land Use Bylaw, and a DP may include any plans or conditions of approval;

“Final Acceptance Certificate (FAC)” means a certificate issued by the City at the completion of a warranty period provided the infrastructure is free of defects and deficiencies at that time;

“Letter of Credit (LOC)” means an irrevocable Letter of Credit issued by a Chartered Bank, Credit Union, or from ATB Financial, or a cash deposit in the form of a certified cheque or bank draft;

“Local Improvements” means and includes all those improvements specified in the Development Permit or Development Agreement whether within or outside the Development Area and such additional improvements as are shown on the Plans, as are requested by the City Engineer, or as specified by the Subdivision Authority, Development Authority, a Development Officer, or the Subdivision and Development Appeal Board;

“Maintenance or Warranty Period” means the period of time established in the City Standards where the Developer is solely responsible for the maintenance of the Local Improvements. This period begins to run from the date on which the City Engineer issues to the Developer a CCC for all, or a portion thereof, of a Local Improvement. During this period the Developer shall be responsible to correct any defects or deficiencies in design, material, and/or installation that are noted during the maintenance or warranty period. This period does not expire until the City has issued a FAC for all, or a portion thereof, of a Local Improvement;

“Security” means a Letter of Credit, Development Bond, or a cash deposit held as a security by the City to ensure that the engineering and landscaping components of a development project are completed to City Standards in accordance with accepted civil engineering and landscape design drawings.

Responsibilities

1. Council approves the Development Security policy.
2. The implementation of this policy and the development of administrative procedures pursuant to this policy are delegated to the Chief Administrative Officer or his designate.

Standards



1. Security is required when:
 - a. a Development Permit is issued for a major development project; -
 - b. a Developer enters into a Development Agreement for a neighbourhood subdivision development; or
 - c. a Developer enters into a specialized agreement appurtenant to development.
2. Security Specifications:
 - a. Security must be:
 - i. in the form of an irrevocable Letter of Credit issued by a Chartered Bank, Credit Union, or from ATB Financial issued in favour of the City; or
 - ii. in the form of an irrevocable Development Bond, issued by an approved licensed surety corporation that has a rating of A- or greater; or
 - iii. a cash deposit in the form of a certified cheque or bank draft;
 - b. No payment of interest will be made on a cash deposit;
 - c. Security can be for a limited term or an LOC may have an automatic renewal/extension clause;
 - i. With an automatic renewal/extension clause there must be a clause requiring the financial institution to notify the City of St. Albert in writing by registered mail at least 30 days prior to the expiration of the LOC if the LOC will not be renewed.
 - ii. If the surety corporation delivers at least 60 days prior written notice to the City and to the Developer of its intention to terminate the Development Bond, the Developer shall deliver to the City, not less than thirty (30) days prior to termination of the Development Bond, replacement Security in the amount of the Development Bond in a form acceptable to the City. If the replacement Security is not provided by the Developer or is not accepted by the City, the Development Bond shall remain in effect,
 - d. There must not be any restrictions on the City's ability to demand on the LOC or Development Bond;
 - e. Security amounts will be determined as per the values outlined in the Administrative Procedures.
3. Security may be reduced by the following amounts when:
 - a. Construction is complete for a Development Permit (DP);
 - i. The Security may be reduced by 100% of the full value for Engineering items completed under a DP; and
 - ii. The Security may be reduced by 50% for the full value of the Landscaping items completed under a DP.
 - b. A Construction Completion Certificate (CCC) has been issued for the work completed as defined in a Development Agreement (DA).
 - i. The Security may be reduced by 50% of the full value for Engineering items completed under a DA; and
 - ii. The Security may be reduced by 50% for the full value of the Landscaping items completed under a DA.
 - c. Conditions have been met in relation to release of Security as detailed in an agreement referred to in 1.c.



- d. Reductions in Security can be applied for at any time. However the tendency is for reductions to occur at the end of the construction season.
4. Security may be fully released when:
- a. Under a DP:
 - i. Construction is complete;
 - ii. All landscaping has passed applicable warranty period (typically two years);
 - iii. All Engineering and Landscaping As-Built & Record Drawing packages have been submitted and accepted by the City Engineer;
 - iv. There are no further deficiencies on the work and a Final Acceptance Certificate (FAC) has been issued.
 - b. Under a DA:
 - i. Construction is complete;
 - ii. All Engineering and Landscaping infrastructure has passed the applicable warranty period (typically one to two years);
 - iii. All Engineering and Landscaping As-Built & Record Drawing packages have been submitted and accepted by the City Engineer;
 - iv. There are no further deficiencies on the work and a FAC has been issued.
5. Security Forfeiture:
- a. Security may be forfeit, and an LOC or Development Bond may be drawn upon under the following circumstances as determined by the City Engineer:
 - i. a non-performance or failure to complete work to City Standards;
 - ii. a failure to comply with an order to repair deficiencies;
 - iii. substantial project delays;
 - I. Where completion of work issued under a Development Permit exceeds 4 years.
 - II. Where completion of work issued under a Development Agreement exceeds 5 years.
 - iv. where restoration of the site to its pre-development condition is required and there is a failure to do so in a timely manner;
 - v. any other default.

Cross References: Bylaw 9/2005, Land Use Bylaw; City of St. Albert Municipal Engineering Standards





CITY OF ST. ALBERT CITY COUNCIL POLICY

NUMBER	TITLE
C-CAO-01	Chief Administrative Officer Delegations
ORIGINAL APPROVAL DATE	DATE LAST REVISED
September 09, 2001	August 24, 2020

Purpose

To delegate specific authorities and matters to the Chief Administrative Officer, and to establish limits on those delegations where necessary. This Policy provides additional delegations to the Chief Administrative Officer to supplement the *Chief Administrative Officer Bylaw*.

Policy Statement

As authorized by provincial legislation, Council may delegate certain responsibilities and authorities to the Chief Administrative Officer, in the spirit of maintaining Council's ability to govern the municipality and maximizing the Chief Administrative Officer's ability to administer the municipality effectively and efficiently.

Therefore, in addition to the responsibilities and authorities provided to the Chief Administrative Officer within the *Chief Administrative Officer Bylaw*, or other policies or bylaws duly authorized by Council, the Chief Administrative Officer shall be delegated certain authorities.

Service Standards/ Expectations

1. Organizational Responsibility

- a. The Chief Administrative Officer shall promptly address any practice, activity, decision, or organizational circumstance that is discovered to be either unlawful, imprudent, or in violation of commonly accepted business and professional ethics.

2. Resident, Client, Customer and Supplier Relations

- a. With respect to interactions with residents, clients, customers and suppliers, the Chief Administrative Officer shall address any known

conditions, procedures, or decisions that are unsafe, undignified, unnecessarily intrusive, or that fail to provide appropriate confidentiality or privacy.

b. The Chief Administrative Officer shall:

- i. Use methods of collecting, reviewing, transmitting, or storing information that protect against improper access to or disclosure of the material elicited.
- ii. Provide a reasonable level of privacy for residents, clients, customers, suppliers, and employees.
- iii. Make available information on the bylaws, policies and processes regarding the delivery of city services, including the grievance procedures.
- iv. Provide advice which is beneficial to the community and the Corporation.
- v. Respond to inquiries and requests for information on behalf of the City, including stating the City's position, subject to any Council policy, procedure, standard or guideline, or as otherwise directed by Council.
- vi. Address matters of public interest upon being made aware of such by a member of the public, Administration, or Council.

3. Human Resources

a. With respect to the treatment of paid and volunteer staff, the Chief Administrative Officer shall ensure that organizational conditions support a rewarding, enriching and learning work environment for employees, and that conditions are as safe, fair and dignified as possible.

b. The Chief Administrative Officer shall:

- i. ensure that written personnel policies exist in areas that include but are not limited to:
 - employment hiring and separation;
 - harassment;
 - nepotism;
 - preferential treatment in the workplace;
 - safety;
 - training and development;

- expression of ethical dissent (i.e., where employees refuse to carry out an action due to personal ethics or beliefs);
- conflict resolution;
- celebration of success and recognition of performance.
- inform staff about their rights under this policy.

4. Financial Planning and Budgeting

- a. Financial planning for any fiscal year or the remaining part of any fiscal year shall be materially consistent with Council's policies, priorities and strategic plan, minimize fiscal jeopardy, and be consistent with multi-year business/financial plans.
- b. The Chief Administrative Officer shall ensure recommended budgeting:
 - i. contains sufficient information to enable:
 - credible projection of revenues and expenses;
 - separation of operational, capital and utility items;
 - adequate cash flow projections;
 - disclosure of key planning assumptions or to carry out critical impact analysis.
 - ii. does not negatively impact future budget years without informing Council prior to budget approval;
 - iii. does not provide for the incurrence of debt that places the corporation beyond provincial and/or corporation debt guidelines without Council approval.

5. Financial Conditions and Activities

- a. The Chief Administrative Officer shall protect the City from fiscal jeopardy and shall make certain that actual expenditures do not deviate materially from Council's priorities established in the City's Business Plan and the budget.
- b. The Chief Administrative Officer shall:
 - i. settle and properly account for payroll and debts in a timely manner;
 - ii. pursue receivables responsibly;
 - iii. provide quarterly financial reports to Council;

- iv. file all tax payments or other government-ordered payments or filings accurately and in a timely manner.

c. The Chief Administrative Officer may:

- i. Approve and enter into revenue contracts (exclusive of grant or rebate type agreements) provided that the anticipated annual revenue to the City does not exceed \$100,000.
- ii. Approve and enter into grant or rebate type agreements related to Council approved projects without limitation.
- iii. Approve and enter into contracts for the supply of goods or services, including professional/consulting services, provided that the total value of the contract does not exceed \$100,000 in value. If the total value of the contract exceeds \$100,000 the contract may only be approved by the Chief Administrative Officer if:
 - subject to section 5(c)(vi), funds for the deliverable goods or services are in an approved budget for the first fiscal year during which the contract is in effect;
 - the contract has been subject to a competitive bid process;
 - the contract is to be awarded to the lowest qualifying bid or best evaluated bid; and
 - the contract approval is in accordance with legislation and trade agreements, and approved policies, procedures, standards or guidelines.
- iv. Approve and execute sole-source contracts, not related to the acquisition or disposition of land or an estate or interest in land, provided that the expenditure or fixed revenue of each sole source contract does not exceed \$100,000.
- v. Prepare and award all tenders where the expenditure is included in an approved budget, and approve and execute contracts required for the completion of such tenders in accordance with legislation and trade agreements and approved policies, procedures, standards or guidelines.
- vi. For projects with no change to scope, award contracts in excess of the approved budget for the project, where the funds for the delivered goods or services do not exceed either of the following amounts:
 - 10% of the value of the original budget
 - \$50,000

If approving contracts in excess of the approved budget amount, within the limits established above, the Chief Administrative Officer should have reasonable assurance that the overage will be offset and remain within the overall approved capital budget for the fiscal year.

- vii. Approve change orders related to budgeted projects, within the original project scope, provided that the adjusted cost of the project remains within the approved budget amount.
- viii. Approve project scope changes, within the original budgeted amount, provided the cumulative value of the scope changes on the applicable project does not exceed either of the following amounts:
 - 10% of the value of the original budget;
 - \$250,000.

Desired/required scope changes exceeding the approved budget must be approved by Council.

- ix. Approve and enter into licenses, easements or encroachment agreements for use of City-owned land or facilities, or for City use of non-owned land or facilities, provided the term of any such agreement does not exceed ten (10) years.
- x. Approve and enter into leases of City-owned land and buildings if:
 - selection of the tenant was based on a competitive process, or the result of a renewal of a longstanding lease with a community partner;
 - the rent to be charged is at fair market value, or a rate that can be justified as being of fair value considering the intended use of the space or the offering of additional subsidies;
 - the term of the lease does not exceed ten (10) years (including renewals); and
 - the rent to be paid to the City, excluding any amounts paid to the City as a sharing of revenue earned by the lessee, does not exceed \$100,000 per year.
- xi. Approve and enter into leases of land and buildings for City use if:
 - the term of the lease does not exceed ten (10) years (including renewals); and

- funds for the payment of rent are in an approved budget for the first fiscal year during which the lease is in effect.
- xii. Approve and enter into agreements required as a result of, or proposed in conjunction with, the development or subdivision of land within the city including development/servicing agreements and developer contribution agreements.
- xiii. Approve and enter into an agreement on behalf of the City to sell real property provided that:
- the amount to be paid for the property is the highest amount offered up to the time of approval;
 - the amount to be paid is equivalent to or greater than the market value of the property, which market value shall be determined on an annual basis and expressed as the range that is +/-5% of a City-commissioned appraised value, which appraised value shall be reviewed as conditions warrant, consistent with the City's Land Transactions Policy C-ED-03;
 - the proposed use of the property is consistent with the City's applicable land use bylaws and policies; and
 - the amount offered does not exceed \$499,999.
- xiv. Approve and execute agreements to acquire land at or below fair market value, provided that the value of the acquisition does not exceed \$499,999.
- xv. Approve emergency expenditures and advise Council as to the appropriate next steps when possible.

6. Emergency Succession

- a. To protect Council from sudden loss of Chief Administrative Officer services, the Chief Administrative Officer shall ensure that at least two members of the Senior Leadership Team are familiar with Council and Chief Administrative Officer issues and processes.
- b. The Chief Administrative Officer may appoint an Acting Chief Administrative Officer to act on his or her behalf, during temporary absences.

7. Asset Protection

- a. The Chief Administrative Officer shall not knowingly allow the City's assets to be unprotected, inadequately maintained, or subject to unnecessary risk.
- b. The Chief Administrative Officer shall:
 - i. Operate with written financial policies that include but are not limited to:
 - purchasing policy;
 - investment policy;
 - reserves policy;
 - debt policy.
 - ii. Adequately insure against theft and casualty losses.
 - iii. Adequately insure against liability of Council members, staff, and the corporation itself in an amount comparable to similar municipalities.
 - iv. Establish policies about the handling of cash, including bonding of personnel where appropriate.
 - v. Limit exposure of the corporation, its Council, or staff to claims of liability.
 - vi. Develop policies to protect the City's interest in its intellectual property.
 - vii. Protect information and files from loss or significant damage.
 - viii. Receive, process, or disburse funds under controls that are sufficient to meet the generally accepted auditing standards.
 - ix. Engage in activities that maintain or enhance the corporation's public image or credibility.
- c. The Chief Administrative Officer may enter into agreements necessary to provide insurance coverage and performance bonds for the City.

8. Compensation and Benefits

- a. With respect to employment, compensation, and benefits to employees, consultants, contract workers, and volunteers, the Chief Administrative Officer shall maintain the City's fiscal integrity, reputation, and/or public image.

- b. The Chief Administrative Officer shall not:
 - i. change his or her own compensation and benefits;
 - ii. promise or imply permanent or guaranteed employment;
 - iii. establish current compensation and benefits that deviate materially from the geographic or professional market for skills employed.
- c. The Chief Administrative Officer may set hours of work and other working conditions for City employees, within approved budgets and Council policy / service level parameters where applicable.

9. Communication and Support to Council

- a. The Chief Administrative Officer shall provide information required to enable Council to fulfill its obligations.
- b. The Chief Administrative Officer shall:
 - i. Submit information required by Council in a timely, accurate, and understandable fashion, directly addressing Council policies being monitored.
 - ii. Inform Council of trends, anticipated adverse media coverage, and material external and internal changes, particularly changes in the assumptions upon which any Council policy has previously been established.
 - iii. Advise Council, if in the Chief Administrative Officer's opinion, Council is not in compliance with its own policies, particularly in the case of Council behaviour that is detrimental to the working relationship between Council and the Chief Administrative Officer.
 - iv. Assemble such staff and external points of view, issues, and options as may reasonably be considered necessary for fully informed Council choices.
 - v. Provide a mechanism for official Council and/or committee communications.
 - vi. Deal with Council as a whole except when:
 - fulfilling individual requests for information; or
 - responding to committees duly charged by Council.

- vii. Report in a timely manner on actual or anticipated non-compliance with any policy of Council.
- viii. Inform Council of an immediate need to expend funds in unforeseen and unbudgeted circumstances.

10. Global Council / Chief Administrative Officer Relationship

- a. Council's primary role is to set policy whereas the Chief Administrative Officer ensures the implementation of and adherence to Council policy.
- b. Council's sole official connection to the operation of the corporation will be through the Chief Administrative Officer, unless the Chief Administrative Officer provides written authorization for certain communications to flow directly to or from other persons reporting directly or indirectly to the Chief Administrative Officer.

11. Unity of Control

- a. Only decisions of Council are binding on the Chief Administrative Officer, subject to the following:
 - i. If authorized by Council, decisions or instructions of individual Council members or committees are binding on the Chief Administrative Officer.
 - ii. In the case of Council members or committees requesting information or assistance with Council authorization, the Chief Administrative Officer shall comply with such requests.

12. Accountability of the Chief Administrative Officer

- a. The Chief Administrative Officer is accountable to Council for the conduct and performance of all staff.

13. Policy Review

- a. Council shall review this policy, at minimum, every four years from the date of its last revision.

Legal References

Municipal Government Act
Freedom of Information and Protection of Privacy Act
Charter of Rights and Freedoms
Employment Standards Code
Labour Relations Code

Cross References

Chief Administrative Officer Bylaw
Collective Agreements
Human Resources Services Policy Manual
City Council Policy C-FS-01 Financial Reserves
City Council Policy C-ED-03 Land Transactions
City Council Policy A-FS-02 Contract Awards/Signing Authority
City Council Policy C-Chief Administrative Officer-14 Monitoring Chief Administrative Officer Performance

REVIEW	REVISION
2021 – Legal and Legislative Services	Nov 11, 2002 – C588-2002 May 26, 2014 – C286-2014 Dec 12, 2016 – AR-16-488 June 26, 2017 - AR-17-333 September 24, 2018 – CB-18-011 January 21, 2019 – AR-19-003 August 24, 2020 -
REVIEW DATES	

MEMORANDUM

FILE: A21

DATE: July 31, 2020

TO: Kerry Hilts, DCAO
Office of the Deputy Chief Administrative Officer

FROM: Jason Casault, Acting on behalf of
Dawny George, Director of Engineering
Engineering Department

SUBJECT: SURETY BONDING FOR DEVELOPMENTS

This memo is being provided as a follow-up to a presentation to the Covid-19 Recovery Task Force. Administration is expected to formally bring the recommendations in this memo, including the proposed changes to policy documents, forward to the Community Growth & Infrastructure Standing Committee on August 24, 2020, and upon the Committee's recommendation, to Council subsequently.

On June 8, 2020 Administration made a presentation to the Covid-19 Recovery Task Force about development bonds as a form of security for new developments in the City of St. Albert (City). Administration also provided an overview of the changes that would be required to permit development bonds to be permitted as a development security option and recommended proceeding.

The Urban Development Institute's (UDI) St. Albert Committee chair has requested that the City allow the option of using surety bonds in place of Letters of Credit (LOC) for security with development. On April 1, 2020, the City of Edmonton (Edmonton) introduced development bonds as a security option under a pilot program. The cities of Calgary and Grande Prairie already accept development bonds. The key benefit for developers is that instead of being required to have cash tied up as a deposit with the financial institution issuing the LOC, they can acquire a bond from a surety company for a fee instead; the funds that would have been tied up as a deposit become cash on hand that can be deployed for current or future development.

Municipalities' traditional concerns with bonding for development security centered around the ability to draw on an LOC quickly when required vs. having to submit and justify a claim to a bonding company, which created uncertainties around ultimate values and timing of draws. The new proposed development bond product has been tailored to function like an LOC when a municipality asserts a deficiency, and is payable

upon demand. Of note, since Edmonton is already accepting development bonds on a pilot basis, it is critical that the City move quickly to adopt a similar security policy so that developers' decision criteria on St. Albert opportunities are not negatively impacted. This is especially true given the uncertainty surrounding the COVID-19 pandemic, and the potential for the region's growth and development to slow.

To expedite the adoption of development bonds as development security, Administration is recommending that the City adopt a strategy based on Edmonton's. Edmonton's strategy includes:

- The surety companies must be licensed in Alberta and Canada with a rating of A- or greater. This is to limit the risk of the surety company not being able to payout the bond in case of the developer defaulting on their obligations.
- The language of the development bond is consistent with the language of the LOC requirements and is a standard template. There will be no opportunity for the developer to negotiate the terms stipulated in the development bond requirements.
- The pilot program duration is five years to align with the full cycle of a typical Development Agreement. The pilot program will be reviewed after five years to determine its efficacy and to determine if the program should be discontinued or altered.
- Developers will be able to convert existing LOCs to development bonds, under certain conditions.

To enable the City to adopt an approach like Edmonton's, Administration is recommending Council Policy C-P&E-03 Letter of Credit/Security be updated to allow development bonds. Further, Administration recommends the clause requiring the CAO to use approved templates be removed from Council Policy C-CAO-1 – City Manager Delegations to give Administration more flexibility in subdivision and development agreements. Finally, Administration recommends that the original motion approving the development agreement templates be rescinded.

Enabling the use of development bonds is not expected to require additional time or resources from Administration as it relates to the typical development process, though there will be some additional effort required of Administration to convert existing LOCs to development bonds. Administration is recommending that only LOCs valued over \$50,000 would be eligible for conversion (security holdings less than \$50,000 would likely represent development near completion anyway). Further, Administration is recommending a staged approach for conversion where LOCs valued over \$500,000 would be converted first, followed by LOCs over \$250,000, and finally LOCs over \$50,000.

The following table compares existing forms of securities to development bonds:

	Cash or Certified Cheque	Letter of Credit	Development Bond
Liquidity	Instant	5 business days notice must be given prior to draw	7 business days notice must be given prior to draw
Developer	Full security amount required to be paid. No interest paid.	Fee for letter, generally full amount to be held as security with financial institution.	Fee for bond. No security held.
Administrative requirements	Consistent for all security options.	Consistent for all security options.	Consistent for all security options.
Reviewing developer's financial capabilities	City does not review.	City does not review. Bank may review.	City does not review. Surety bond company reviews.
Risk to the City	No risk as cash is held.	Low risk - payment guaranteed by Bank.	Low risk - payment guaranteed by Surety.

The table indicates that the additional risks to the City are minimal relative to the other forms of security with no extra work moving forward for administration after the existing LOCs have been exchanged for bonds. Note also that bond companies will be more diligent in ensuring that the developers are in a positive financial situation prior to obtaining a bond, which may increase the likelihood that the developers will be able to fulfill their commitments.

Next steps:

1. Engineering is recommending that development bonds be accepted as development security by the City.

2. Any documents that need to be approved by Council will be revised and presented to the Community Growth & Infrastructure Committee and, if approved, Council for approval in Q3 2020.

If approved, existing LOCs will be converted as outlined in this memo.



Jason Casault, Acting on behalf of

Dawny George
Director of Engineering Services

cc: Adryan Slaght
John Reid
Jason Casault

PREVIOUSLY DISTRIBUTED





City of St. Albert
CITY COUNCIL POLICY

Letter of Credit / Development Security

AUTHORITY City Council	APPROVED	Res. No. C130-2014	mm dd 03 17	REVISED	Res. No. AR-19-003	mm dd 01 21
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Purpose

To provide direction to Administration on the implementation and management of a Letter of Credit / Development Security policy and to establish when Security is required, acceptable forms of Security, and when Security may be reduced, released or drawn upon.

Policy

The City of St. Albert utilizes a well-defined Letter of Credit / Development Security policy to ensure adherence to the City's engineering and landscaping standards in a consistent and equitable manner.

Definitions

In this policy,

"City" means the municipal corporation of the City of St. Albert;

"City Engineer" means the professional engineer or individual so designated by the Chief Administrative Officer, or that individual's appointed designate;

"City Standards" means the standards and specifications as set out in the City of St. Albert Municipal Engineering Standards (presently in effect and as may be amended in future from time to time) for design, construction and installation of all Local Improvements as published by the City's Engineering Department from time to time, 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, the Plans, any condition to the approval of Plans imposed by the City Engineer, and all applicable codes, regulations, legislation, design and engineering standards;

"Construction Completion Certificate (CCC)" means a certificate issued by the City to signify that offsite infrastructure has been constructed to City Standards but is still under warranty and may be subject to minor deficiencies corrections. Once any infrastructure (leviable or non-leviable) has received a CCC (notwithstanding any warranty period prior to FAC) the City assumes ownership of that infrastructure;



“Development Agreement (DA)” means an agreement between a developer or property owner and the City that defines the terms and conditions under which a development must be carried out;

“Development Bond” means an irrevocable Development Bond issued by a surety corporation licensed to transact the business of suretyship in the Province of Alberta and Canada;

“Development Permit (DP)” means the document authorizing a development that is issued by a Development Officer, or by Council in a Direct Control District, under the City’s Land Use Bylaw or any previous Land Use Bylaw, and a DP may include any plans or conditions of approval;

“Final Acceptance Certificate (FAC)” means a certificate issued by the City at the completion of a warranty period provided the infrastructure is free of defects and deficiencies at that time;

“Letter of Credit (LOC)” means an irrevocable Letter of Credit issued by a Chartered Bank, Credit Union, or from ATB Financial, or a cash deposit in the form of a certified cheque or bank draft;

“Local Improvements” means and includes all those improvements specified in the Development Permit or Development Agreement whether within or outside the Development Area and such additional improvements as are shown on the Plans, as are requested by the City Engineer, or as specified by the Subdivision Authority, Development Authority, a Development Officer, or the Subdivision and Development Appeal Board;

“Maintenance or Warranty Period” means the period of time established in the City Standards where the Developer is solely responsible for the maintenance of the Local Improvements. This period begins to run from the date on which the City Engineer issues to the Developer a CCC for all, or a portion thereof, of a Local Improvement. During this period the Developer shall be responsible to correct any defects or deficiencies in design, material, and/or installation that are noted during the maintenance or warranty period. This period does not expire until the City has issued a FAC for all, or a portion thereof, of a Local Improvement;

“Security” means a Letter of Credit, Development Bond, or a cash deposit held as a security by the City to ensure that the engineering and landscaping components of a development project are completed to City Standards in accordance with accepted civil engineering and landscape design drawings.

Responsibilities

1. Council approves the ~~LOC~~/Development Security policy.
2. The implementation of this policy and the development of administrative procedures pursuant to this policy are delegated to the Chief Administrative Officer or his designate.

Standards



1. Security is required when:
 - a. a Development Permit is issued for a major development project; ~~or;~~
 - b. a Developer enters into a Development Agreement for a neighbourhood subdivision development; or;
 - c. a Developer enters into a specialized agreement appurtenant to development.
2. Security Specifications:
 - a. Security ~~for an LOC~~ must be:
 - i. in the form of an irrevocable Letter of Credit issued by a Chartered Bank, Credit Union, or from ATB Financial issued in favour of the City; or
 - ii. in the form of an irrevocable Development Bond, issued by an approved licensed surety corporation that has a rating of A- or greater; or
 - iii. a cash deposit in the form of a certified cheque or bank draft;
 - b. No payment of interest will be made on a cash deposit;
 - c. Security can be for a limited term or an LOC may have an automatic renewal/extension clause;
 - i. With an automatic renewal/extension clause there must be a clause requiring the financial institution to notify the City of St. Albert in writing by registered mail at least 30 days prior to the expiration of the LOC if the LOC will not be renewed.
 - ii. If the surety corporation delivers at least 60 days prior written notice to the City and to the Developer of its intention to terminate the Development Bond, the Developer shall deliver to the City, not less than thirty (30) days prior to termination of the Development Bond, replacement Security in the amount of the Development Bond in a form acceptable to the City. If the replacement Security is not provided by the Developer or is not accepted by the City, the Development Bond shall remain in effect.
 - d. There must not be any restrictions on the City's ability to demand on the LOC or Development Bond;
 - e. Security amounts will be determined as per the values outlined in the Administrative Procedures.
3. Security may be reduced by the following amounts when:
 - a. Construction is complete for a Development Permit (DP);
 - i. The Security may be reduced by 100% of the full value for Engineering items completed under a DP; and
 - ii. The Security may be reduced by 50% for the full value of the Landscaping items completed under a DP.
 - b. A Construction Completion Certificate (CCC) has been issued for the work completed as defined in a Development Agreement (DA).
 - i. The Security may be reduced by 50% of the full value for Engineering items completed under a DA; and
 - ii. The Security may be reduced by 50% for the full value of the Landscaping items completed under a DA.
 - c. Conditions have been met in relation to release of Security as detailed in an agreement referred to in 1.c.



ed. Reductions in Security can be applied for at any time. However the tendency is for reductions to occur at the end of the construction season.

4. Security may be fully released when:

a. Under a DP:

- i. Construction is complete;
- ii. All landscaping has passed applicable warranty period (typically two years);
- iii. All Engineering and Landscaping As-Built & Record Drawing packages have been submitted and accepted by the City Engineer;
- iv. There are no further deficiencies on the work and a Final Acceptance Certificate (FAC) has been issued.

b. Under a DA:

- i. Construction is complete;
- ii. All Engineering and Landscaping infrastructure has passed the applicable warranty period (typically one to two years);
- iii. All Engineering and Landscaping As-Built & Record Drawing packages have been submitted and accepted by the City Engineer;
- iv. There are no further deficiencies on the work and a FAC has been issued.

5. Security Forfeiture:

a. Security may be forfeit, and an LOC or Development Bond may be drawn upon under the following circumstances as determined by the City Engineer:

- i. a non-performance or failure to complete work to City Standards;
- ii. a failure to comply with an order to repair deficiencies;
- iii. substantial project delays;
 - I. Where completion of work issued under a Development Permit exceeds 4 years.
 - II. Where completion of work issued under a Development Agreement exceeds 5 years.
- iv. where restoration of the site to its pre-development condition is required and there is a failure to do so in a timely manner;
- v. any other default.

Cross References: Bylaw 9/2005, Land Use Bylaw; City of St. Albert Municipal Engineering Standards ~~April 2013~~





City of St. Albert

ADMINISTRATIVE PROCEDURES

~~Letter of Credit~~/Development Security

AUTHORITY	SIGNATURE		dd mm yyyy
Chief Administrative Officer		APPROVED:	20 03 2014
		REVISED:	21 01 2019

Definitions

“As-Built Drawing” means upon completion of construction, the submission of a set of drawings with red line markups reflecting how the development was actually constructed;

“City” means the municipal corporation of the City of St. Albert;

“City Engineer” means the professional engineer or individual so designated by the Chief Administrative Officer, or that individual’s appointed designate;

“City Standards” means the standards and specifications as set out in the City of St. Albert Municipal Engineering Standards (presently in effect and as may be amended in future from time to time) for design, construction and installation of all Local Improvements as published by the City’s Engineering Department from time to time, 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, the Plans, any condition to the approval of Plans imposed by the City Engineer, and all applicable codes, regulations, legislation, design and engineering standards;

“Construction Completion Certificate (CCC)” means a certificate issued by the City to signify that offsite infrastructure has been constructed to City Standards but is still under warranty and may be subject to minor deficiencies corrections. Once any infrastructure (leviable or non-leviable) has received a CCC (notwithstanding any warranty period prior to FAC) the City assumes ownership of that infrastructure;

“Developer” means the person, firm, or corporation named within a Development Permit or Development Agreement, whether as the owner or an agent for the owner of the land included therein;

“Development Agreement” means an agreement between a developer or property owner and the City that defines the terms and conditions under which a development must be carried out;

“Development Area” means the lands or site on which a development exists or occurs for which an approved Development Permit or Development Agreement has been issued or executed;

"Development Bond" means an irrevocable Development Bond issued by a surety corporation licensed to transact the business of suretyship in the Province of Alberta and Canada;

"Development Permit (DP)" means the document authorizing a development that is issued by a Development Officer, or by Council in a Direct Control District, under the City's Land Use Bylaw or any previous Land Use Bylaw, and a DP may include any plans or conditions of approval;

"Final Acceptance Certificate (FAC)" means a certificate issued by the City at the completion of a warranty period provided the infrastructure is free of defects and deficiencies at that time;

"Letter of Credit (LOC)" means an irrevocable Letter of Credit issued by a Chartered Bank, Credit Union, or from ATB Financial, or a cash deposit in the form of a certified cheque or bank draft;

"Local Improvements" means and includes all those improvements specified in the Development Permit or Development Agreement whether within or outside the Development Area and such additional improvements as are shown on the Plans, as are requested by the City Engineer, or as specified by the Subdivision Authority, Development Authority, a Development Officer, or the Subdivision and Development Appeal Board;

"Maintenance or Warranty Period" means the period of time established in the City Standards where the Developer is solely responsible for the maintenance of the Local Improvements. This period begins to run from the date on which the City Engineer issues to the Developer a CCC for all, or a portion thereof, of a Local Improvement. During this period the Developer shall be responsible to correct any defects or deficiencies in design, material, and/or installation that are noted during the maintenance or warranty period. This period does not expire until the City has issued a FAC for all, or a portion thereof, of a Local Improvement;

"Off-site" means a location other than the site which is the subject of a development, which is Public Lands;

"On-site" means a location on the site which is the subject of a development, which is private property;

"Plans" means plans and specifications prepared by the Consulting Engineer at the Developer's expense covering the design, construction and installation of the Local Improvements pursuant to the terms of the Development Permit or Development Agreement, the Landscaping and Fencing Plans and such additional plans, and specifications (and amendments thereto) as may be subsequently approved by the City Engineer all of which shall become Plans and form part of the Development Permit or Development Agreement once they have been approved by the City Engineer;

"Public Lands" means roads, municipal easements, public parks, public utility lots, municipal reserves, environmental reserves, school reserves and other properties in the Development Area owned or administered by any municipal or school authority, or which are to be dedicated by the Developer to any municipal or school authority;

“Record Drawing” means the finalized submission of the development drawings that has incorporated the red line mark ups from the As-Built Drawings;

“Security” means a Letter of Credit, Development Bond, or a cash deposit held as a security by the City to ensure that the engineering and landscaping components of a development project are completed to City Standards in accordance with accepted civil engineering and landscape design drawings.

Responsibilities

1. Chief Administrative Officer:
 - a. shall ensure the policy is followed;
 - b. hereby designates the City Engineer as the administrator of this policy.
2. City Engineer:
 - a. shall be authorized to revise the standard CCC and FAC documents referred to in this policy as may be required, from time to time;
 - b. shall receive, review, and respond to all applications for CCC and FAC approvals;
 - c. shall receive, review, and respond to all written applications for partial reductions in Security;
 - d. shall receive, review, and respond to all written applications for project extensions such that Security is preserved;
 - e. shall maintain a Security register which records the development project security held by the City;
 - f. shall review the progress of individual development projects annually and offer a reduction in the Security where appropriate;
 - g. shall contact developers that have a Security older than five years or with a Security under \$20,000 and detail what items are outstanding and what actions developers must take to close out their project;
 - h. shall send a year end Security reconciliation to the Finance Department for the Year End Audit;
 - i. may delegate his or her responsibilities hereunder as he or she deems appropriate.
3. Legal Services:
 - a. shall provide legal advice, as required, for instances when the City is considering drawing on the Security;
 - b. shall assist, as required, with cashing an LOC or Development Bond.
4. Developer:
 - a. shall submit detailed construction cost calculations with the first submission of the detailed civil engineering drawings or with the development agreement application;
 - b. shall submit Security in the correct amount upon execution of a development agreement or prior to the commencement of any development project approved with a valid development permit;
 - c. shall submit applications for CCC and FAC approvals;
 - d. shall submit written requests for partial reductions in Security and project extensions such that Security is preserved.

Standards

Administration will use the following Standards, in addition to those Standards detailed in Council Policy, C-P&E-03, to implement this Council Policy:

1. Security Specifications:

- a. Security may be posted by way of LOC, Development Bond, or a cash deposit in the form of a certified cheque or bank draft;
- b. Performance Bonds will not be accepted;
- c. A Letter of Credit or Development Bond must contain a reference to the project in which the LOC or Development Bond applies and must be as follows for a:

- i. Development Agreement-

"Covering all obligations, terms, and conditions under the Development Agreement as amended, extended, or renewed for _____."

- ii. Development Permit-

"Covering all obligations, terms, and conditions under the Development Permit as amended, extended, or renewed for Development Permit No. _____."

~~"This Letter of Credit is to cover all obligations, terms, and conditions under the Development Permit as amended, extended, or renewed for Development Permit No. _____."~~

- iii. Subdivision or Bareland Condominium Approval-

"Covering all conditions under the Subdivision/Bareland Condominium Approval for _____"

~~"This Letter of Credit is to cover all conditions under the Subdivision/Bareland Condominium Approval for _____"~~

"_____"

- iv. Owner/Permit/Customer Link (used where the recipient of the development permit and entity providing the letter of credit are not the same)-

"Covering all obligations, terms, and conditions under the Development Permit as amended, extended, or renewed for Development Permit No. _____ issued to _____ on land owned by _____."

~~"This Letter of Credit is to cover all obligations, terms, and conditions under the Development Permit as amended, extended, or renewed for Development Permit No. _____ issued to _____ on land owned by _____"~~

2. Security Valuation:

- a. The assigned value of Security is directly proportional to the construction costs of the components of each development project;
- b. If cost estimates are not provided, the City assigns values to the construction work;
- c. The value of Security is calculated based on the following:

- i. Development Permit Project:

Development Component	Security value – calculated based on percentage of construction cost
On-site Landscaping	100%
Off-site Landscaping	100%
On-site Water Service	20%
On-site Sanitary Service	20%
On-site Storm Service	20%
Off-site Water, Sanitary and Storm Services	100%
On-site Surface Construction (such as asphalt & concrete)	20%
Off-site Surface Construction	100%
Landscaping as-built & record drawing package	\$5,000 (fixed cost)
Engineering as-built & record drawing package	\$5,000 (fixed cost)
Permit Deposit (SSP & OSCP)	\$5,000 (fixed cost)

ii. Development Agreement:

Development Component	Security value – calculated based on percentage of construction cost
On-site Landscaping	100%
Off-site Landscaping	100%
Fencing & Signage	100%
Site Grading	20%
On-site Water, Sanitary and Storm Services, Roads & Local Improvements	20%
Off-site Water, Sanitary and Storm Services, Roads & Local Improvements	20%
On-site Surface Construction (such as asphalt & concrete)	20%
Landscaping as-built & record drawing package	\$10,000 (fixed cost)
Engineering as-built & record drawing package	\$10,000 (fixed cost)
Permit Deposit (SSP & OSCP)	\$5,000 (fixed cost)
Service Connection Inspection	\$5,000 (fixed cost)
Operation & Maintenance Manual	\$10,000 per manual (as required)

Procedures

1. Accepting Security:
 - a. The City Engineer will review submitted detailed construction cost calculations to ensure they are appropriate for the proposed Local Improvements;

- b. The City Engineer will either accept the construction costs submitted by the Developer to calculate the Security or it will assign costs to the construction work to calculate the Security;
 - c. The City Engineer will provide a Security checklist and a current sample of an acceptable format for the LOC to the Developer to ensure their Security meets the criteria of the City;
 - d. The City Engineer will review each submitted Security instrument to ensure it meets the criteria of the City;
 - e. The City Engineer will assign a unique file number to the Security and enter it into the Security register.
2. Reducing Security:
- a. The City Engineer will review the Security after executing a CCC or FAC for that Development project;
 - b. If warranted, the City Engineer will authorize reducing the existing Security by a specific sum related to the Local Improvements for which the CCC or FAC was executed;
 - c. In the case of an LOC or Development Bond, the City Engineer will issue a letter to the LOC issuer/~~developer~~Developer or surety corporation/Developer offering a reduction in the Security being held and requesting that the issuer/developer provide the City with a renewed irrevocable LOC or Development Bond in the approved format or an amendment to the existing guarantee in the new Security amount. The letter will also inform the issuer/~~developer~~Developer of outstanding project requirements;
 - d. Once the City receives a renewed irrevocable LOC or Development Bond in the approved format or an amendment to their existing guarantee in the new Security amount, the Engineering Financial Officer will return the original LOC to the LOC issuer or the Development Bond to the surety corporation.
3. Releasing Security:
- a. Once it has been determined that there are no outstanding project requirements, the City Engineer will authorize the release of the Security;
 - b. The City Engineer will issue a letter to the Security issuer informing them that the project has now been closed and the Security is being released;
 - c. The City Engineer will then remove the Security from the active listings in the Security register and add it to the closed Security files.
4. Reviewing the Security register for Older or Stagnant Files:
- a. On an annual basis the City Engineer will review all active Securities in the Security register;
 - b. Any development project older than five years or with Security under \$20,000.00 will be classified as an Older or Stagnant File;
 - i. By March 31 of each year, those Developers will receive a letter listing outstanding project requirements and what actions Developers must take to close out their project.
 - ii. Developers will be given until October 15 of that same year to address those outstanding project requirements or the City may take actions to draw upon the Security.

- iii. Developers may apply in writing to the City Engineer for an extension to complete their project. The City Engineer will review each proposed work plan and approve these requests on a case by case basis.

5. Drawing upon Security:

- a. The City Engineer will determine whether circumstances are appropriate for Security to be drawn upon;
- b. Legal Services will be consulted to ensure that drawing on the Security is an appropriate action;
- c. Once it has been determined that Security is to be drawn upon, a notice will be sent through registered mail to the Developer informing them that the City is taking that action;
- d. In extreme cases in response to an immediate danger or hazard, the City Engineer may take any action that is required to rectify the situation without notifying the Developer that the City is drawing upon the Security to recover the costs associated with resolving the situation.

PREVIOUSLY DISTRIBUTED



CITY OF ST. ALBERT CITY COUNCIL POLICY

NUMBER	TITLE
C-CAO-01	Chief Administrative Officer Delegations
ORIGINAL APPROVAL DATE	DATE LAST REVISED
September 09, 2001	January 21, 2019 <u>August 24, 2020</u>

Purpose

To delegate specific authorities and matters to the Chief Administrative Officer, and to establish limits on those delegations where necessary. This Policy provides additional delegations to the Chief Administrative Officer to supplement the *Chief Administrative Officer Bylaw*.

Policy Statement

As authorized by provincial legislation, Council may delegate certain responsibilities and authorities to the Chief Administrative Officer, in the spirit of maintaining Council's ability to govern the municipality and maximizing the Chief Administrative Officer's ability to administer the municipality effectively and efficiently.

Therefore, in addition to the responsibilities and authorities provided to the Chief Administrative Officer within the *Chief Administrative Officer Bylaw*, or other policies or bylaws duly authorized by Council, the Chief Administrative Officer shall be delegated certain authorities.

Service Standards/ Expectations

1. Organizational Responsibility

- a. The Chief Administrative Officer shall promptly address any practice, activity, decision, or organizational circumstance that is discovered to be either unlawful, imprudent, or in violation of commonly accepted business and professional ethics.

2. Resident, Client, Customer and Supplier Relations

- a. With respect to interactions with residents, clients, customers and suppliers, the Chief Administrative Officer shall address any known

conditions, procedures, or decisions that are unsafe, undignified, unnecessarily intrusive, or that fail to provide appropriate confidentiality or privacy.

b. The Chief Administrative Officer shall:

- i. Use methods of collecting, reviewing, transmitting, or storing information that protect against improper access to or disclosure of the material elicited.
- ii. Provide a reasonable level of privacy for residents, clients, customers, suppliers, and employees.
- iii. Make available information on the bylaws, policies and processes regarding the delivery of city services, including the grievance procedures.
- iv. Provide advice which is beneficial to the community and the Corporation.
- v. Respond to inquiries and requests for information on behalf of the City, including stating the City's position, subject to any Council policy, procedure, standard or guideline, or as otherwise directed by Council.
- vi. Address matters of public interest upon being made aware of such by a member of the public, Administration, or Council.

3. Human Resources

a. With respect to the treatment of paid and volunteer staff, the Chief Administrative Officer shall ensure that organizational conditions support a rewarding, enriching and learning work environment for employees, and that conditions are as safe, fair and dignified as possible.

b. The Chief Administrative Officer shall:

- i. ensure that written personnel policies exist in areas that include but are not limited to:
 - employment hiring and separation;
 - harassment;
 - nepotism;
 - preferential treatment in the workplace;
 - safety;
 - training and development;

- expression of ethical dissent (i.e., where employees refuse to carry out an action due to personal ethics or beliefs);
- conflict resolution;
- celebration of success and recognition of performance.
- inform staff about their rights under this policy.

4. Financial Planning and Budgeting

- a. Financial planning for any fiscal year or the remaining part of any fiscal year shall be materially consistent with Council's policies, priorities and strategic plan, minimize fiscal jeopardy, and be consistent with multi-year business/financial plans.
- b. The Chief Administrative Officer shall ensure recommended budgeting:
 - i. contains sufficient information to enable:
 - credible projection of revenues and expenses;
 - separation of operational, capital and utility items;
 - adequate cash flow projections;
 - disclosure of key planning assumptions or to carry out critical impact analysis.
 - ii. does not negatively impact future budget years without informing Council prior to budget approval;
 - iii. does not provide for the incurrence of debt that places the corporation beyond provincial and/or corporation debt guidelines without Council approval.

5. Financial Conditions and Activities

- a. The Chief Administrative Officer shall protect the City from fiscal jeopardy and shall make certain that actual expenditures do not deviate materially from Council's priorities established in the City's Business Plan and the budget.
- b. The Chief Administrative Officer shall:
 - i. settle and properly account for payroll and debts in a timely manner;
 - ii. pursue receivables responsibly;
 - iii. provide quarterly financial reports to Council;

- iv. file all tax payments or other government-ordered payments or filings accurately and in a timely manner.

c. The Chief Administrative Officer may:

- i. Approve and enter into revenue contracts (exclusive of grant or rebate type agreements) provided that the anticipated annual revenue to the City does not exceed \$100,000.
- ii. Approve and enter into grant or rebate type agreements related to Council approved projects without limitation.
- iii. Approve and enter into contracts for the supply of goods or services, including professional/consulting services, provided that the total value of the contract does not exceed \$100,000 in value. If the total value of the contract exceeds \$100,000 the contract may only be approved by the Chief Administrative Officer if:
 - subject to section 5(c)(vi), funds for the deliverable goods or services are in an approved budget for the first fiscal year during which the contract is in effect;
 - the contract has been subject to a competitive bid process;
 - the contract is to be awarded to the lowest qualifying bid or best evaluated bid; and
 - the contract approval is in accordance with legislation and trade agreements, and approved policies, procedures, standards or guidelines.
- iv. Approve and execute sole-source contracts, not related to the acquisition or disposition of land or an estate or interest in land, provided that the expenditure or fixed revenue of each sole source contract does not exceed \$100,000.
- v. Prepare and award all tenders where the expenditure is included in an approved budget, and approve and execute contracts required for the completion of such tenders in accordance with legislation and trade agreements and approved policies, procedures, standards or guidelines.
- vi. For projects with no change to scope, award contracts in excess of the approved budget for the project, where the funds for the delivered goods or services do not exceed either of the following amounts:
 - 10% of the value of the original budget
 - \$50,000

If approving contracts in excess of the approved budget amount, within the limits established above, the Chief Administrative Officer should have reasonable assurance that the overage will be offset and remain within the overall approved capital budget for the fiscal year.

- vii. Approve change orders related to budgeted projects, within the original project scope, provided that the adjusted cost of the project remains within the approved budget amount.
- viii. Approve project scope changes, within the original budgeted amount, provided the cumulative value of the scope changes on the applicable project does not exceed either of the following amounts:
 - 10% of the value of the original budget;
 - \$250,000.

Desired/required scope changes exceeding the approved budget must be approved by Council.

- ix. Approve and enter into licenses, easements or encroachment agreements for use of City-owned land or facilities, or for City use of non-owned land or facilities, provided the term of any such agreement does not exceed ten (10) years.
- x. Approve and enter into leases of City-owned land and buildings if:
 - selection of the tenant was based on a competitive process, or the result of a renewal of a longstanding lease with a community partner;
 - the rent to be charged is at fair market value, or a rate that can be justified as being of fair value considering the intended use of the space or the offering of additional subsidies;
 - the term of the lease does not exceed ten (10) years (including renewals); and
 - the rent to be paid to the City, excluding any amounts paid to the City as a sharing of revenue earned by the lessee, does not exceed \$100,000 per year.
- xi. Approve and enter into leases of land and buildings for City use if:
 - the term of the lease does not exceed ten (10) years (including renewals); and

- funds for the payment of rent are in an approved budget for the first fiscal year during which the lease is in effect.
- xii. Approve and enter into agreements required as a result of, or proposed in conjunction with, the development or subdivision of land within the city including development/servicing agreements and developer contribution agreements, ~~provided that the standard forms for such agreements, approved by Council, are utilized.~~
- xiii. Approve and enter into an agreement on behalf of the City to sell real property provided that:
 - the amount to be paid for the property is the highest amount offered up to the time of approval;
 - the amount to be paid is equivalent to or greater than the market value of the property, which market value shall be determined on an annual basis and expressed as the range that is +/-5% of a City-commissioned appraised value, which appraised value shall be reviewed as conditions warrant, consistent with the City's Land Transactions Policy C-ED-03;
 - the proposed use of the property is consistent with the City's applicable land use bylaws and policies; and
 - the amount offered does not exceed \$499,999.
- xiv. Approve and execute agreements to acquire land at or below fair market value, provided that the value of the acquisition does not exceed \$499,999.
- xv. Approve emergency expenditures and advise Council as to the appropriate next steps when possible.

6. Emergency Succession

- a. To protect Council from sudden loss of Chief Administrative Officer services, the Chief Administrative Officer shall ensure that at least two members of the Senior Leadership Team are familiar with Council and Chief Administrative Officer issues and processes.
- b. The Chief Administrative Officer may appoint an Acting Chief Administrative Officer to act on his or her behalf, during temporary absences.

7. Asset Protection

- a. The Chief Administrative Officer shall not knowingly allow the City's assets to be unprotected, inadequately maintained, or subject to unnecessary risk.
- b. The Chief Administrative Officer shall:
 - i. Operate with written financial policies that include but are not limited to:
 - purchasing policy;
 - investment policy;
 - reserves policy;
 - debt policy.
 - ii. Adequately insure against theft and casualty losses.
 - iii. Adequately insure against liability of Council members, staff, and the corporation itself in an amount comparable to similar municipalities.
 - iv. Establish policies about the handling of cash, including bonding of personnel where appropriate.
 - v. Limit exposure of the corporation, its Council, or staff to claims of liability.
 - vi. Develop policies to protect the City's interest in its intellectual property.
 - vii. Protect information and files from loss or significant damage.
 - viii. Receive, process, or disburse funds under controls that are sufficient to meet the generally accepted auditing standards.
 - ix. Engage in activities that maintain or enhance the corporation's public image or credibility.
- c. The Chief Administrative Officer may enter into agreements necessary to provide insurance coverage and performance bonds for the City.

8. Compensation and Benefits

- a. With respect to employment, compensation, and benefits to employees, consultants, contract workers, and volunteers, the Chief Administrative Officer shall maintain the City's fiscal integrity,

reputation, and/or public image.

b. The Chief Administrative Officer shall not:

- i. change his or her own compensation and benefits;
- ii. promise or imply permanent or guaranteed employment;
- iii. establish current compensation and benefits that deviate materially from the geographic or professional market for skills employed.

c. The Chief Administrative Officer may set hours of work and other working conditions for City employees, within approved budgets and Council policy / service level parameters where applicable.

9. Communication and Support to Council

a. The Chief Administrative Officer shall provide information required to enable Council to fulfill its obligations.

b. The Chief Administrative Officer shall:

- i. Submit information required by Council in a timely, accurate, and understandable fashion, directly addressing Council policies being monitored.
- ii. Inform Council of trends, anticipated adverse media coverage, and material external and internal changes, particularly changes in the assumptions upon which any Council policy has previously been established.
- iii. Advise Council, if in the Chief Administrative Officer's opinion, Council is not in compliance with its own policies, particularly in the case of Council behaviour that is detrimental to the working relationship between Council and the Chief Administrative Officer.
- iv. Assemble such staff and external points of view, issues, and options as may reasonably be considered necessary for fully informed Council choices.
- v. Provide a mechanism for official Council and/or committee communications.
- vi. Deal with Council as a whole except when:
 - fulfilling individual requests for information; or

- responding to committees duly charged by Council.
- vii. Report in a timely manner on actual or anticipated non-compliance with any policy of Council.
- viii. Inform Council of an immediate need to expend funds in unforeseen and unbudgeted circumstances.

10. Global Council / Chief Administrative Officer Relationship

- a. Council's primary role is to set policy whereas the Chief Administrative Officer ensures the implementation of and adherence to Council policy.
- b. Council's sole official connection to the operation of the corporation will be through the Chief Administrative Officer, unless the Chief Administrative Officer provides written authorization for certain communications to flow directly to or from other persons reporting directly or indirectly to the Chief Administrative Officer.

11. Unity of Control

- a. Only decisions of Council are binding on the Chief Administrative Officer, subject to the following:
 - i. If authorized by Council, decisions or instructions of individual Council members or committees are binding on the Chief Administrative Officer.
 - ii. In the case of Council members or committees requesting information or assistance with Council authorization, the Chief Administrative Officer shall comply with such requests.

12. Accountability of the Chief Administrative Officer

- a. The Chief Administrative Officer is accountable to Council for the conduct and performance of all staff.

13. Policy Review

- a. Council shall review this policy, at minimum, every four years from the date of its last revision.

Legal References

Municipal Government Act
Freedom of Information and Protection of Privacy Act
Charter of Rights and Freedoms
Employment Standards Code
Labour Relations Code

Cross References

Chief Administrative Officer Bylaw
Collective Agreements
Human Resources Services Policy Manual
City Council Policy C-FS-01 Financial Reserves
City Council Policy C-ED-03 Land Transactions
City Council Policy A-FS-02 Contract Awards/Signing Authority
City Council Policy C-Chief Administrative Officer-14 Monitoring Chief
Administrative Officer Performance

REVIEW	REVISION
2021 – Legal and Legislative Services	Nov 11, 2002 – C588-2002 May 26, 2014 – C286-2014 Dec 12, 2016 – AR-16-488 June 26, 2017 - AR-17-333 September 24, 2018 – CB-18-011 January 21, 2019 – AR-19-003
REVIEW DATES	