

Development Agreement



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SCHEDULES

**SCHEDULE I
SCHEDULE II
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SCHEDULE VIII**

**SAID LANDS
ISSUED FOR CONSTRUCTION CIVIL DRAWINGS
ISSUED FOR CONSTRUCTION LANDSCAPE AND FENCING DRAWINGS
DEVELOPMENT SECURITY
OVERSIZE AND BOUNDARY MUNICIPAL IMPROVEMENTS
CONSTRUCTION APPROVAL FORM
CONSTRUCTION COMPLETION CERTIFICATE
FINAL ACCEPTANCE CERTIFICATE**

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MEMORANDUM OF AGREEMENT made in duplicate this ?? day of ???? 20??.

BETWEEN:

THE TOWN OF PINCHER CREEK, a Municipal Corporation of the Province of Alberta (hereinafter called “the Town”,

OF THE FIRST PART,

And

??DEVELOPER??

A body corporate, having its head office at

The **??CITY/TOWN??** in the Province of Alberta

(hereinafter called “the Developer”),

OF THE SECOND PART,

WHEREAS the Developer is the registered and equitable owner of those lands situated in the Town of Pincher Creek, Province of Alberta outlined in heavy black on Schedule I attached hereto (hereinafter called the “Said Lands”);

AND WHEREAS the Developer has applied for a redistricting of the Said Lands to “LAND USE DISTRICT **eg R-1**”

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

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

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

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

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

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

I. INTERPRETATIONS

1. “**Adjoining Land**” shall include contiguous land, adjacent land and all parts of the parcel of land only a part of which is actually adjoining or adjacent to any other land.
2. “**Benefited Lands**” means land whether owned by either of the parties to this Agreement or any other person or body corporate which, because of the construction of Oversize and/or Boundary Municipal Improvements (in the Said Lands), has had or will have its value enhanced.
3. “**Boundary Municipal Improvements**” shall mean Municipal Improvements constructed on the perimeter of the Said Lands.
4. “**Carriageway**” shall mean the width of any road measured from the face of one curb to the face of the opposite curb, or in the case of graveled lanes or roads the width of gravel at the surface from shoulder to shoulder.
5. “**Construction Approval Form**” shall mean a document issued by the Town authorizing the commencement of construction, placement or erection of an improvement in the form attached as Schedule VI.
6. “**Construction Completion Certificate**” shall mean an assurance in writing issued by the Engineer that construction of the Improvement has been completed in accordance with this Agreement in the form attached as Schedule VII.
7. “**Consulting Engineer**” shall mean the Consulting Professional Engineer, Engineers or Landscape Architect (for landscape infrastructure) retained by the Developer at the Developer’s expense.
8. “**Contributing Hectares**” are those hectares remaining in the Said Lands after deducting Municipal and Environmental Reserve Lands.
9. “**Development**” has the same meaning as it has in the Municipal Government Act, and basically means an excavation or stockpile and the creation of either of them; a building or an addition to or replacement or repair of a building and the construction or placing of any of them on, in, over or under land; a change of use of land or a building or an act done in relation to land or a building that results in or is likely to result in a change in the use of the land or building; or a change in the intensity of use of land or a building or an act done in relation to land or a building that results in or is likely to result in the intensity of use of the land or building.
10. “**Dwelling Unit**” shall mean a legally authorized self contained room or self-contained rooms provided with sleeping, cooking and toilet facilities intended to be used or being used as a residence for one or more persons living together as a single housekeeping unit.
11. “**Easement**” or right-of way shall mean an agreement that confers a legal right held by one party in land owned by another, typically for access or to accommodate a public or

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private utility, over a described portion of the property and generally registered on the title to the Said Lands.

12. **“Essential Services”** shall mean issuance of a Construction Completion Certificate for underground utilities and a functioning storm water management facility as deemed by the Engineer.
13. **“Final Acceptance Certificate”** shall mean an assurance in writing issued by the Engineer that the improvement and maintenance has been completed as herein required in the form attached as Schedule VIII.
14. **“Landscape Plans”** shall mean Plans and specifications as prepared by the Developer, indicating the landscaping of all lands as may be required by the Town, either within or adjacent to the Said Lands, including but not limited to berms, buffer strips, utility lots, boulevards and recreation and playground areas, and included in such Landscaping Plans shall be details for uniform fencing and such recreational equipment and facilities as may be required within the development area which may serve the residents who reside in the development area, all of which will be subject to the approval of the Engineer.
15. **“Municipal Development Standards”** shall mean the standards and specifications established by the Town from time to time for the design, construction and installation of Municipal Improvements in and adjacent to the Said Lands, including any alterations to or amendments to such standards and specifications which may be agreed upon in writing by the Town and the Developer, as well shall include all the conditions imposed by the Town. Where the Towns Construction Specifications are vague or incomplete, the City of Lethbridge’s Construction Specifications shall be applied.
16. **“Municipal Improvements”** shall mean and include:
 - a. Underground Utilities includes water mains, hydrants, valves, sanitary and storm sewers, manholes, catch basins, service connections and any other related components.
 - b. Surface Improvements includes paved roads and alleys, monolithic sidewalks, separate sidewalks, para ramps, shared use paths, multi-use trails, walkways, curbs and gutters, catch basin frame and covers, concrete swales, road islands and roundabouts, bus pads, mailbox pads, traffic signs, street signs, traffic control devices and other related components.
 - c. Storm Water Management Facility includes inlets, outlets, sediment trap concrete slab, rip rap, grading, ditches, culverts, signage and other related components.
 - d. Landscaping Improvements
 - i. Landscaping includes Municipal Reserve (MR), School Reserve (SR), boulevards, turf, public utility lots, grass swales, road islands (medians), roundabouts, trees and planting beds and Storm Water Management Facility and other related components.
 - ii. Fencing includes uniform fencing and other related components.
 - iii. Site Furniture includes benches, waste receptacles, bollards and other related components.

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- iv. Playgrounds includes equipment, site improvements, drainage and other related components.
 - v. Structural Improvements includes entry features, subdivision identification signs, retaining walls and other related components.
 - e. Shallow Utilities includes street lighting, pedestals, power, natural gas, telephone and cable distribution and other related components.
17. **“Municipal Reserve Land”** shall include parks, public utility lots, walkway lots, boulevards, buffer strips, and ornamental parks, and all land which the Developer is obliged to transfer to or place in the name of the Town by reason of the provisions of the Municipal Government Act and the Subdivision and Development Regulation in force in the Province.
18. **“Offsite”** shall mean any area, place, construction or work or improvement required to service the Said Lands with Municipal Improvements but not actually within the boundaries of the Said Lands.
19. **“Oversize”** shall mean the extra size and/or depth of underground Municipal Improvements and/or the total cost of extending underground Municipal Improvements to the boundaries of the Said Lands which are required to service lands other than the Said Lands.
20. **“Plans”** shall mean Plans and specifications stamped “Reviewed” by the Engineer for the Municipal Improvements required to service the Said Lands in accordance with the Municipal Engineering Standards.
21. **“Prime Rate”** shall mean the Prime Rate of interest quoted by the Town’s primary financial institution at Pincher Creek, Alberta on the first day of each month in which the rate is to be applied, as the Prime rate of interest for Canadian dollar commercial loans made in Canada.
22. **“Public Land”** shall include roads, lanes, streets, public utility lots, walkway lots, boulevards, and all land which the Developer is obliged to transfer to or place in the name of the Town or under the control and management of the Town by reason of the provisions of the Municipal Government Act and the Subdivision and Development Regulation in force in the Province.
23. **“Said Lands”** shall mean the lands outlined in heavy black on Schedule I attached hereto.
24. **“Security”** shall mean an irrevocable letter of credit issued by a chartered bank or the Treasury Branch, an irrevocable development bond issued by a qualified surety company with a rating of A- or better, or a cash deposit in the form of a certified cheque or bank draft.
25. **“Sewer Outlet Acceptance Point”** shall mean the point designated on Schedule II as such or some other point on the perimeter of the Said Lands which has been designated and agreed to in writing by the parties hereto with the approval of the Engineer, at which point the town will accept for disposal all the sanitary sewage waste from the Said Lands.

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26. **"Storm Water Management Facility"** shall mean a storm water pond used for controlling the rate of storm water discharge and storm water runoff quality from a specified area.
27. **"Subdivision"** means the division of a parcel of land, as defined by the Municipal Government Act, by an instrument, and "subdivide" has a corresponding meaning.
28. **"Subdivision Approval"** shall mean the approval of a subdivision application, subject to any conditions, by the municipal subdivision approving authority as designated in a Municipal Development and Subdivision Authority Bylaw adopted by the municipality.
29. **"Subdivision Authority"** shall mean the person, board, body, organization or appointed designate empowered to approve a subdivision and decide upon associated approval matters in accordance with the Town of Pincher Creek Municipal Development and Subdivision Authority Bylaw.
30. **"Subdivision Final Endorsement"** shall mean the authorized signing of the Subdivision Authority Approval Endorsement, in the manner as prescribed by Land Titles, by the Subdivision Authority of the Town or their designate pertaining to the approval of an instrument or final plan of subdivision for filing of registration at Land Titles.
31. **"The Engineer"** shall mean the Chief Administrative Officer or their designate as employed or retained by the Town.
32. **"Water Inlet Acceptance Point"** shall mean the point designated in Schedule II on the perimeter of the Said Lands which has been designated and agreed to in writing by the parties hereto and approved by the Engineer at which point the Town will deliver water to the Said Lands.

II. SUBDIVISION PLAN

1. The Developer shall at their own expense cause a Plan of Subdivision of the Said Lands to be prepared, and approved by the Subdivision Authority for the Town and all other necessary approving authorities and in accordance with the law in that respect and in accordance with the requirements imposed upon the Developer by the Town.
2. Should the Developer propose to amend, change or phase the subdivision of Said Lands in a manner different from the approval granted by the Subdivision Authority, the Developer shall first obtain the approval of the Subdivision Authority and if approved, an amendment to the Development Agreement will be required. If any phasing of the subdivision of Said Lands was agreed to solely through the terms of this Development Agreement proposed changes to the agreed to phasing, will require an amendment to the Development Agreement.
3. For the purposes hereof, conditional approval of the plan of subdivision shall be deemed to have been obtained by the signing of the Subdivision Decision or Resolution by the Subdivision Authority.
4. Final Endorsement of the Plan of Subdivision by the Subdivision Authority of the Town or their designate shall be deemed to have been obtained by the signing of the Subdivision Authority Approval Endorsement.

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5. Forthwith upon signing of the Final Endorsement of the Plan of Subdivision of the Said Lands, the Developer shall cause the same to be registered at the Land Titles Office for the Southern Alberta Land Registration District, which must occur within one year after the date on which it is endorsed unless a time extension has been granted.

III. MUNICIPAL IMPROVEMENTS PLANS

1. The Developer or Consulting Engineer shall, at its own expense, prepare and submit Issued for Construction Plans for the Said Lands attached hereto as Schedule I, which must meet the Municipal Development Standards and include all required Municipal Improvements.
2. The Developer or Consulting Engineer shall, at its own expense and in accordance with good engineering practice, prepare and submit a complete comprehensive set of Plans and specifications for all Municipal Improvements, to the Engineer for the Said Lands for review prior to the commencement of construction of that stage of development and the Engineer shall not unduly delay commenting on or examining the Plans and specifications.
3. These Plans and specifications shall be consistent with the overall Municipal Improvements Plans and in strict conformance with the Municipal Development Standards unless approved otherwise in advance in writing by the Engineer.

IV. CONSTRUCTION AND INSTALLATION OF MUNICIPAL IMPROVEMENTS

1. Subject to Article IV, Clause 2, the Developer agrees to commence and carry through to completion the construction and installation of all Municipal Improvements within and to the Said Lands in accordance with the Plans submitted to and stamped Reviewed by the Engineer pursuant to Article III, Clause 2., and in accordance with the approved Municipal Development Standards as of the date of execution of this Development Agreement. In the event that the construction and installation of the Municipal Improvements is not completed in accordance with the requirements of this Agreement, the Municipal Development Standards in effect at the time of execution of any further or future Development Agreement shall be applied.
2. The Developer agrees that it shall complete the Surface Improvements, excluding the final lift of asphalt on roads, within any stage approved under the provisions of Article IV, Clause 2 within two consecutive construction seasons of the date of execution of the Development Agreement, unless an extension of time is requested by the Developer and granted by the Engineer as set forth in writing.
 - a. If an extension is granted pursuant to Article IV(2)(a), the Developer shall make its Purchasers aware of this requirement and the terms and conditions of any such extension at the time any given lot so affected is sold.
 - b. It is understood that the asphalt paving on roads, shall include a final lift of asphalt placed prior to issuance of and within the same construction season as a Final Acceptance Certificate.

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3. The Developer agrees to construct or cause the construction and installation of Municipal Improvements to be constructed in good and workmanlike manner, and during the course of such works to minimize damage to or interference with existing Municipal Improvements necessarily affected by carrying out such work. Upon completion of such work all damaged Municipal Improvements will be restored to the same or better condition, in which they existed prior to the commencement of construction of the Municipal Improvements by the Developer.
4. The Developer agrees at all times during the construction or installation of the Municipal Improvements, and except as authorized by the Engineer in writing, to maintain or to provide alternative means of providing services to premises receiving service through existing Municipal Improvements necessarily disrupted by the Developer in carrying out the construction or installation of the Municipal Improvements, and without restricting the generality of the foregoing, the Developer shall maintain physical access to such premises for garbage removal and emergency services.
5. The Developer agrees to permit free and uninterrupted access to the Engineer to any part of the Said Lands for the purpose of making inspections and taking samples of materials used in the construction or installation of the Municipal Improvements or for the purposes of testing soil or ground conditions.
6. The Developer agrees to solely bear all costs incurred if the Municipal Improvements installed do not conform in all respects with the Plans and specifications stamped "Reviewed" by the Engineer and the Engineer has ordered that the Municipal Improvements be replaced or altered by the Developer to conform to the Plans.
7. The Developer agrees to appoint an accredited testing company to carry out such tests as are reasonably required, at the Developer's expense, and provide copies of the test results to the Engineer.
8. The Developer and the Town mutually agree that in the case of a conflict between the body of this Agreement and the Municipal Development Standards, the body of this Agreement shall take precedence.
9. It is understood and agreed between the parties hereto that the Developer shall complete all Essential Services and construct an access or accesses in accordance with the minimum requirements as set out in the Municipal Development Standards to the satisfaction of the Engineer prior to the issuance of a Development Permit for any development within the Said Lands. At the Town's discretion, a Development Permit for a show home may be issued prior to all essential services being constructed.
10. It is understood and agreed between the parties hereto that the Town will receive the street lighting investment through Fortis at the time of electric facilities installation approval and energization.
11. At the discretion of the Engineer, the Developer agrees to install new Alberta Survey Control Monuments or replace any existing monument disturbed by the Developer's activities to ensure an approximate density of 300 to 500 meters within the boundaries

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of the Said Lands and also to provide survey ties to the said Monuments all to the satisfaction of the Engineer.

12. The Developer agrees that if a temporary turnaround is deemed necessary by the Engineer for effective traffic movement that it will be constructed and maintained by the Developer to the Engineer's satisfaction. Concrete barrier curbs or equivalent shall be installed by the Developer to prevent construction or other vehicle traffic from travelling on undeveloped areas.
13. The developer agrees to submit to the Town an Erosion and Sedimentation Control Plan as outlined in the Municipal Development Standards as part of the plans submitted pursuant to Article III, Clause 2 and attached hereto in Schedule II.

V. CONTRACTS

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

VI. CONSTRUCTION PERMISSIONS APPROVAL

1. All construction permissions require approval by the Director of Operations and Infrastructure and/or Designate at the sole cost and expense of the Developer, before construction approval will be issued and delivered. No Development or work related to the construction and installation of Improvements shall be undertaken by the Developer unless and until Construction Approval has been obtained or as may otherwise be approved in writing by the Town as established under the Construction Approval Form contained in Schedule "VI".
2. Notwithstanding the approval of the Town, the Developer has the sole responsibility for and remains responsible for the design, construction and maintenance of the Improvements in accordance with the provisions of this Agreement, and for the

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purposes of the *Occupational Health and Safety Act, SA 2020 c. O-2.2*, is the prime contractor for the Subdivision Lands and those lands outside the Subdivision Lands affected by this Agreement.

3. When the Director of Operations and Infrastructure and/or Designate has approved the Plans and the Developer has obtained all of the consents from the appropriate inspection authorities for the items referred to in this Agreement, construction permissions approval may be issued.

VII. CONSTRUCTION COMPLETION CERTIFICATE, MAINTENANCE AND FINAL ACCEPTANCE CERTIFICATES

1. A Construction Completion Certificate will be required by the Developer from the Town for each Municipal Improvement constructed and installed by the Developer; namely:
 - a. Underground Utilities include water mains, hydrants, valves, sanitary and storm sewers, manholes, catch basins, service connections and Storm Water Management Facility includes inlets, outlets, sediment trap concrete slab, rip rap, grading, ditches, culverts, signage, and any other related components.
 - b. Surface Improvements include paved roads, alleys, monolithic sidewalks, separate sidewalks, wheelchair ramps, shared use paths, multi-use trails, walkways, curbs and gutters, catch basin frame and covers, concrete swales, road islands and roundabouts, bus pads, mail box pads, traffic signs, street signs, traffic control devices, and other related components.
 - c. Landscaping Improvements include Municipal Reserve (MR), School Reserve (SR), boulevards, turf, public utility lots, road islands, roundabouts, trees, shrubs, benches, waste receptacles, playground equipment, Storm Water Management Facility, and other related components.
 - d. Rough Grading includes stripping and grading and erosion settlement control devices, and other related components.
2. Prior to making application for Construction Completion Certificate and Final Acceptance Certificate for all sewers, the Developer agrees at their expense, to check all the sewer lines with a CCTV camera and provide the results of that inspection to the Engineer for review for deficiencies.
3. The Developer, upon the completion of each group of improvements as set out in Article I, Clause 16 of this Agreement, shall make application to the Engineer for the issuance of a Construction Completion Certificate. No such application will be considered by the Engineer unless:
 - a. It is requested in respect of all of the Said Lands.
 - b. It is accompanied by a Construction Completion Certificate Form, Map outlining the Municipal Improvement area and all other required documents as outlined in the Municipal Development Standards.
 - c. It is accompanied by a certificate from a Professional Engineer and/or a Landscape Architect certifying that the Municipal Improvements are constructed in accordance with and in compliance with this Agreement, and

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Provided these conditions are met, the Engineer, shall within thirty (30) days of receiving a completed application:

- d. Complete a formal Construction Completion Certificate joint inspection of the Municipal Improvements within Said Lands with the Consulting Engineer.
- e. Provide notice in writing to the Developer and the Consulting Engineer that an inspection cannot proceed within the time required under this Agreement and must schedule the inspection as soon as reasonably possible providing weather and ground conditions are determined to be sufficient. This determination will be the sole discretion of the Engineer.

Pursuant to a completed onsite Construction Completion Certificate joint inspection:

- f. The Consulting Engineer must provide a complete deficiency list to the Engineer no later than ten (10) business days from the date of inspection. If the Consulting Engineer fails to provide the deficiency list in the time specified, the Developer must apply for another Inspection by the Town.
- g. The Town may amend the deficiency list provided by the Consulting Engineer within fourteen (14) business days of receiving the deficiency list.
- h. The combination of the defects identified in the Consulting Engineer's deficiency list as amended by the Town forms the finalized deficiency list for the Construction Completion Certificate inspection.

Provided these conditions are met and upon the receipt of all required documentation and quality assurance and control testing as outlined in the Municipal Development Standards, the Engineer, subject to the performance of all conditions, terms and provisions herein contained to be observed and performed by the Developer, shall within sixty (60) days:

- i. Issue a Construction Completion Certificate, in triplicate, if satisfied upon inspection that the Municipal Improvement has been constructed and installed in accordance with this Agreement and are operational within the whole of the Said Lands, or
- j. Issue a Construction Completion Certificate, with the acknowledgement of minor defects or deficiencies as recorded by the Consulting Engineer and signed by the Engineer at or near the time of inspection. All minor defects or deficiencies must not, in the opinion of the Engineer, impair the operation of the improvements of which the Developer is making application for Construction Completion Certificate. All minor defects and deficiencies must be rectified prior to making application for Final Acceptance Certificate or as determined by the Engineer, or
- k. Notify the Developer in writing of all terms, conditions and provisions required to be observed or performed by the Developer prior to the issuance of a Construction Completion Certificate.

Provided further, that if the Engineer shall fail to issue the Construction Completion Certificate or notify the Developer of the cause, thereof, the Municipal Improvement shall be deemed to have been completed in accordance with the Plans and to be

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operational, and the maintenance period shall commence upon the expiration of the sixty (60) day period.

4. If the Municipal Improvements do not comply with the Plans, or are not operational, or the Developer has failed to comply with any terms hereof, the Developer shall correct all the defects and deficiencies in the improvements or comply with the terms hereof, as the case may be, and shall resubmit their application for a Construction Completion Certificate in accordance with Article VII, Clause 3 above. All deficiencies must be corrected within the same construction season, and signed off within six (6) months from the time of the initial inspection or a full re-inspection will be required.
5. The Developer shall deliver "as-built" record drawings of all Municipal Improvements to the Town within six (6) months of the Construction Completion Certificate being issued. Further, said "as-builts" record drawings are a condition precedent to the scheduling of a Final Acceptance inspection for any Municipal Improvement.
6. For the purposes of this Article, water and sewer systems, including storm sewer systems, shall not be deemed to be operational unless they are free of all obstructions and foreign material including, without restricting the generality of the foregoing, rocks, silt and gravel, and the water system has been inspected and sterilized to the satisfaction of the Engineer. During the maintenance periods pursuant to this Agreement the Developer shall maintain the Municipal Improvements or category of Municipal Improvements or Landscaping in good condition and repair, ordinary wear that does not affect functionality or safety excepted. The maintenance shall be to the same level of service as provided by the Town and shall also include but is not limited to street cleaning, snow removal etc. to provide reasonable access for residents, emergency vehicles, garbage trucks, etc. Should the Developer not maintain Municipal Improvements to a reasonable level, the Town will undertake any necessary work on behalf of the Developer and submit costs to the Developer accordingly. The Developer shall forthwith pay to the Town any such costs. The Developer shall maintain all Municipal Improvements to the standard in which they were constructed, reasonable wear and tear excepted, for the period commencing upon the issuance of a Construction Completion Certificate and continuing for the periods specified below for each Municipal Improvement, as described in Article IV, Clause 1:
 - a. Underground Utilities One (1) year
Provided Further that notwithstanding the issuance of the Final Acceptance Certificate for such services, the Developer shall, as a condition precedent to the issuance of a Final Acceptance Certificate for Surface Improvements, repair all damage to roads caused by subsidence of such services, and without limiting the generality of the foregoing the Developer shall recompact the trench and re-camera the sewer lines if such action is deemed necessary by the Engineer.
 - b. Surface Improvements Two (2) years
 - c. Landscaping Improvements, as specified below:
 - i. Landscaping Two (2) years
 - ii. Fencing (located on Town property) Two (2) years

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- iii. Site Furniture no maintenance period following CCC
 - iv. Playgrounds no maintenance period following CCC
 - v. Structural Improvements Two (2) years
7. The Developer may, within fourteen (14) days of the expiration of the maintenance period for a Municipal Improvement, make application to the Engineer for the issuance of a Final Acceptance Certificate. No such application will be considered by the Engineer unless:
- a. It is requested in respect of all of the Said Lands,
 - b. It is accompanied by a Final Acceptance Certificate Request Form, Map outlining the Municipal Improvement area and all other required documents as outlined in the Municipal Development Standards.
 - c. It is accompanied by a certificate from a Professional Engineer and/or Landscape Architect certifying that the Municipal Improvements are constructed and maintained in accordance with and in compliance with this Agreement.
- Provided these conditions are met, the Engineer shall, within thirty (30) days of the request:
- d. Complete a formal Final Acceptance Certificate joint inspection of the Municipal Improvements within the Said Lands with the Consulting Engineer,
 - e. Provide notice in writing to the Developer and the Consulting Engineer that an inspection cannot proceed within the time required under this Agreement and must schedule the inspection as soon as reasonably possible providing weather and ground conditions are determined to be sufficient. This determination will be to the sole discretion of the Engineer.
- Pursuant to a completed onsite Final Acceptance Certificate inspection:
- f. The Consulting Engineer must provide a complete Deficiency List to the Engineer no later than ten (10) business days from the date of inspection. If the Consulting Engineer fails to provide the Deficiency List in the time specified, the Developer must apply for another Inspection by the Town.
 - g. The Town may amend the Deficiency List provided by the Consulting Engineer within fourteen (14) business days of receiving the Deficiency List.
 - h. The Combination of the defects identified in the Consulting Engineer's Deficiency List as amended by the Town forms the Finalized Deficiency List for the Construction Completion Certificate inspection.
 - i. The Developer must rectify all defects and deficiencies as noted on the Deficiency List on record.
- Provided these conditions are met, and upon the receipt of all required documentation and quality assurance and control testing as outlined in the Municipal Development Standards, the Engineer, subject to the performance of all conditions, terms and provisions herein contained to be observed and performed by the Developer, shall, within sixty (60) days:
- j. Issue a Final Acceptance Certificate, in triplicate, if satisfied upon inspection that the Municipal Improvement has been constructed, installed and maintained in

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accordance with this Agreement and is operational within the whole of the Said Lands, or

- k. Notify the Developer in writing of all terms, conditions and provisions required to be observed or performed by the Developer prior to issuance of a Final Acceptance Certificate.

Provided further, that if the Engineer shall fail to issue the Final Acceptance Certificate or notify the Developer of the cause, thereof, the Municipal Improvement shall be deemed to have been completed in accordance with the Plans and to be operational, and the maintenance period shall commence upon the expiration of the sixty (60) day period. Upon the issuance of a Final Acceptance Certificate for a Municipal Improvement, the Town shall assume full ownership of responsibility for the Municipal Improvement to which the Final Acceptance Certificate applies unless a deficiency arises with an underground Municipal Improvement directly attributable to the Developer, contractor or builder prior to occupancy, which shall be rectified at the sole expense of the Developer.

8. In the event that a Final Acceptance Certificate is not issued within six (6) months of original application, the Developer shall rectify all defects or deficiencies or comply with the terms hereof, as the case may be, and shall resubmit their application for a Final Acceptance Certificate. The maintenance period upon work to rectify major defects and deficiencies shall be the same period as set out in Article VII, Clause 6 of this Agreement.
9. Provided further, that if the Developer shall fail to make an application to the Engineer for the issuance of a Final Acceptance Certificate within twelve (12) months of the expiration of the maintenance period for a Municipal Improvement, the Town will claim that the Developer is in default of this Agreement.
10. In the event that a Final Acceptance Certificate is not issued upon application because there are defects or deficiencies in the Improvements, the Developer shall rectify all defects and deficiencies or comply with the terms hereof, as the case may be, and thereafter shall resubmit their application for a Final Acceptance Certificate. The maintenance period upon work to rectify major defects and deficiencies shall be the same periods as set out in Article VII, Clause 6 of this Agreement.

VIII. USE OF PUBLIC RIGHTS OF WAY BY DEVELOPER

1. The Town agrees to permit the Developer to use the Town owned lands within the Said Lands, or lands to be vested in the Town upon registration of the Plan of Subdivision, for the purposes of constructing and installing the Municipal Improvements herein required to be constructed, installed and maintained by the Developer, such rights to commence upon the date that the Plans for the Municipal Improvements have been stamped "Reviewed" by the Engineer and to continue until the Final Acceptance Certificate for the Municipal Improvements installed has been issued by the Town provided:

Developer Initial Here	Town Initial Here
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- a. That the performance of such work shall be done under the supervision of the Engineer whose requirements shall be strictly followed,
- b. That the Developer shall do as little damage as possible in the performance of such work, and will cause as little obstruction to such public places as possible,
- c. That upon the completion of such work the Developer shall restore all such public places to a condition and state of repair equivalent to that which prevailed prior to the performance of such work, including, but not limited to, cleaning streets of mud, dirt and debris, where necessary the replanting or replacement of trees and shrubs and shall maintain such restored portions of such public places, including such replaced or replanted trees and shrubs for a period of one (1) year thereafter, ordinary wear and tear excepted,
- d. That the Developer shall indemnify and save harmless the Town from and against all losses, costs, claims, and suits, or demands of any nature which may arise by reason of the performance of the work by the Developer in any such public place.

IX. INDEMNITY AND SECURITY

1. The Developer shall indemnify and save harmless the Town from any and all losses, costs, damages, actions, causes of action, suits, claims and demands, resulting from anything done or omitted to be done by the Developer or its agents or contractors in pursuance or purported pursuance of this Agreement.
2. The Developer shall continuously carry comprehensive liability insurance with coverage of not less than Five (5) Million Dollars per occurrence in such form as shall meet the reasonable requirements of the Town and such liability insurance can only be cancelled at the end of the Maintenance Period, or upon issuance of the Final Acceptance Certificate. The Town shall be a named insured under such liability insurance. The Developer shall also carry such insurance as would a reasonable Developer to cover their activities.
3. Upon execution of this Agreement by the parties, to ensure to the Town full compliance by the Developer with the terms, covenants and conditions of this Agreement respecting the construction and installation of said Municipal Improvements and the maintenance of the same, the Developer shall deliver to and deposit with the Town Security as hereinafter prescribed as follows:
 - a. The Developer will deposit with the Town Security as hereinafter prescribed to a value equal to one hundred percent (100%) of the estimated costs of the Municipal Improvements for Said Lands.
 - b. The Engineer's opinion as to the applicable Security provision or determining the required Security shall be final.
 - c. The Security for the Municipal Improvements, unless drawn upon, will be returned. The Town will not return all of the Securities in any of the above noted options until record drawings have been provided to the Town, Final Acceptance Certificate has been issued.

Developer Initial Here	Town Initial Here

- d. The security cost of Municipal Improvements shall be determined by the Engineer based upon detailed and itemized construction cost estimates provided by the Consulting Engineer. In the event the Developer does not agree with the security cost of the Municipal Improvements as determined by the Consulting Engineer, and as accepted by the Engineer, he may appeal the decision to the Town Council. The decision of the Town Council as to the security costs of the said Municipal Improvements shall be final and binding on the Developer.
4. The said Security shall be maintained in full force and effect during the period prior to the issuance of a Construction Completion Certificate and evidence of renewal thereof shall be produced to the Engineer.
5. Any Security shall be to the satisfaction of the Town and outlined in this Agreement and shall contain the following terms and conditions:
- a. A statement that the said Irrevocable Security is issued in favour of the Town;
 - b. An acknowledgement by the issuing bank or surety company that the Town shall be entitled to draw on the said Security in accordance with the provisions of this Agreement, and an Undertaking by the issuing bank or surety company to promptly honour and pay draws made by the Town.
6. Any Security herein required to be deposited by the Developer may be required to be increased or decreased within thirty (30) days of each anniversary of the execution of this Agreement throughout the currency of this Agreement, if it shall appear to the Town that the Security deposited is excessive or insufficient in relation to the costs or protection to the Town, for which Security has been provided. The decision as to the amount of increase or decrease in any Security shall be determined in the first instance by the Engineer, and the decision of the Engineer may be appealed to the Town Council.
7. In the event of a Default by the Developer, the Town may make one or more demands for payment as obligee under the Security. If the Security is insufficient to cover the Default costs the Developer shall pay the Town immediately upon receipt of the Town's invoice, the difference between the balance of the Security and the Default costs.

X. EASEMENTS AND UTILITY RIGHTS OF WAYS

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

Developer Initial Here	Town Initial Here
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- a. To assign all or part of the rights thereby granted to the operators of the respective utilities, or
- b. To grant permits or licenses to install, repair and replace gas, power and telephone lines and the drainage system.

XI. OTHER CHARGES TO BE BORNE BY THE DEVELOPER

1. "Other" costs to be paid by the Developer shall include:
 - a. Engineering Costs.
All reasonable and justifiable charges or accounts rendered to the Town in respect of this Agreement or its enforcement by engineers that may be engaged by the Town from the time Plans are submitted until final acceptance of all Municipal Improvements;
 - b. Legal Costs
All reasonable and justifiable legal charges or accounts rendered to the Town in respect of this Agreement by solicitors from the time of application for subdivision until Final Acceptance of all Municipal Improvements;
 - c. Cost of Additional work
Cost of additional work performed or of work repaired or redone by reason of orders and direction by the Engineer under the terms of this Agreement;
 - d. Cost of Insurance and Security
Cost of providing the Security and insurance required to be provided by the Developer under the terms of this Agreement;
 - e. Cost of Preparing Easement Documents
Cost of preparation of an easement or utility right of way documents to be provided by the Developer including cost of registration of same.
2. Interest on Overdue Payments
Unless otherwise specified herein, the Developer shall pay interest to the Town upon all amounts required to be paid to the Town commencing thirty (30) days after the Town's account is rendered. Interest shall be calculated at Prime Rate plus three percent (3%).
3. Discrepancies in Record Drawings
 - a. Costs that arise from inaccurate record drawings will be charged back to the Developer.
 - b. Developers will be requested to review and correct any record drawings that have been indicated to have errors.
 - c. Should errors be noted in the record drawings that have been checked and signed off by the Consulting Engineer, the errors shall be corrected withing sixty (60) days.

XII. LANDSCAPING

1. The Town and the Developer acknowledge that the Developer's minimum requirements for Landscaping shall be as per Municipal Development Standards, and Schedule III.

Developer Initial Here	Town Initial Here

Landscaping in excess of these requirements shall be at the discretion of the Developer.

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

XIII. MUNICIPAL IMPROVEMENT SERVICING PUBLIC PROPERTIES

The Developer shall bear the full cost of Municipal Improvements benefiting dedicated school and park sites within the Said Lands, if required on the approved subdivision plan, and shall install and construct any necessary Municipal Improvements to service such school and park sites, all to the extent identified on the Plans.

With respect to any other site for which the Town is to acquire title within the Said Lands, the Town shall pay the Developer an appropriate pro rata share as calculated and approved by the Engineer of the cost of Municipal Improvements which benefit such other sites.

The Developer shall install and complete the landscaping for any Municipal Reserve lands that are dedicated in the subdivision plan to Town specifications. The Developer shall complete the landscaping for any Municipal Reserve within Said Lands according to the approved Plans.

XIV. MINIMUM LOT DEVELOPMENT STANDARDS

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

XV. DEFAULT BY THE DEVELOPER

1. In the event that the Town claims that the Developer is in default in the observance and/or performance of any terms, covenant or condition of this Agreement (other than the terms, covenants and conditions of Article VII hereof), the Town shall give the Developer written notice of such claimed default with such notice requiring the

Developer Initial Here	Town Initial Here

Developer to rectify the same within a thirty (30) day period from the date of the written notice.

2. If the Developer denies that it is in default as claimed in such notice, the Developer shall immediately request a reference to arbitration pursuant to the provisions of Article XVI hereof. If the Arbitrator confirms the claimed default, the Developer shall, notwithstanding the provisions of subparagraph 1 hereof, have a period of thirty (30) days from the receipt of the ruling of the Arbitrator within which to rectify such default. If the said default is not rectified the Town may complete and rectify such default in the work and shall be entitled to invoice the Developer under the provisions of Article IX hereof and make demands as obligee on the Security. Time shall be of the essence hereof.
3. In the event that the Town claims that the Developer is in default in the observance and performance of the terms, covenants and conditions of Article VII of this Agreement, the Town shall give the Developer notice in writing of such claimed default, and shall by such notice either require the Developer to rectify such default within five (5) days of the receipt of such notice or notify the Developer that the Town intends to rectify such default at the Developer's cost and expense.
 - a. If the Developer denies that it is in default as claimed in such notice, the Developer shall immediately request a reference to arbitration pursuant to the provisions of Article XVI hereof.
 - b. If the Arbitrator confirms that the Developer is in default as claimed by the Town, and if the Town by its notice of claimed default has required the Developer to rectify same, the Developer shall have a period of five (5) days from receipt of the decision of the Arbitrator within which to rectify the default.
 - c. If the Arbitrator confirms that the Developer is in default as claimed by the Town, and if the Town by its notice of claimed default has elected to rectify the default at the Developer's cost and expense, the Town shall proceed to rectify the default at the Developer's cost and expense immediately.
 - d. Notwithstanding anything to the contrary herein, in the event that the Engineer in their absolute discretion considers it necessary to undertake any immediate work for the repair of any of the said paved or unpaved public roads, water and sewer lines and storm drainage system, in a situation the Engineer considers to be an emergency, the Engineer shall be entitled to cause such work to be done at the Developer's cost and expense without notification to the Developer, PROVIDED THAT upon completion of the said emergency repair work, the Town shall give notice in writing at the earliest possible date to the Developer describing the nature of the work and advising that an invoice will be forthcoming.
4. The decision of the Arbitrator in any reference respecting a claimed default on the part of the Developer shall be final and binding upon the Town and the Developer and shall not be the subject of any action or proceeding in court.
5. In the event that:

Developer Initial Here	Town Initial Here

- a. A confirmed default by the Developer has not been rectified by the Developer in accordance with the foregoing provisions;
- b. A confirmed default by the Developer has been rectified by the Town in accordance with the foregoing provisions and the Developer fails to pay the cost and expense of such rectification within the five (5) days after receipt from the Town of an account thereof.
- c. Emergency repair work has been done to the paved or unpaved public roads, water and or sewer lines and/or storm drainage system by the Town in accordance with the foregoing provisions and a default on the part of the Developer has been confirmed as rendering such repair work necessary and if the Developer fails to pay the cost and expense of such repair work within five (5) days after receipt from the Town of an account thereof;

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

XVI. ARBITRATION

1. Subject to the provisions of this Agreement, if any dispute or difference between the parties shall arise under this Agreement, either party may give to the other notice of such dispute or difference and require that such dispute or difference be referred to arbitration.
2. Arbitration hereunder shall be by reference to one arbitrator, with relevant qualifications, appointed by the parties. If the parties fail to agree upon an arbitrator, then, within five (5) days of the receipt of notice from the other party an arbitrator with relevant qualifications shall be appointed by a Justice of the Court of Kings Bench upon application of either party.
3. All charges, fees and expenses of the Arbitrator will be borne and paid by the Town or Developer, or proportionately by both the Town and the Developer, depending upon their respective fault as found by the Arbitrator.
4. The foregoing provisions shall not authorize any reference to arbitration as to any matter or questions which under this Agreement is expressly or by implication required or permitted to be decided by the Town or the Engineer, or as to the grounds upon which, or the mode in which, any opinion may have been formed or discretion exercised by the Town or the Engineer.
5. Neither party hereto shall be liable to any claim in respect of any such dispute or difference until the liability and the amount of liability in respect of same shall, if not admitted, have been referred to and determined by arbitration, the award under which shall be a condition precedent to liability of any such part or to any right of action against any such party in respect of the claim.

XVII. COMPLIANCE WITH LAW

Developer Initial Here	Town Initial Here

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

XVIII. STOP WORK ORDER

1. The Engineer may:
 - a. Exercise such supervision of the Developer, their engineers, contractors, servants, agents or employees, and of the performance of the work as the Engineer may deem necessary and advisable to ensure full and proper compliance by the Developer's undertakings to the Town, and to ensure the proper performance of the work;
 - b. Reject any unsatisfactory design, material or work;
 - c. Order that any unsatisfactory work be re executed at the Developer's cost;
 - d. Order the re execution of any unsatisfactory design and the replacement of any unsatisfactory material, at the Developer's cost, as the Engineer may deem necessary to insure the proper performance of the work;
 - e. Order that the performance of the work or part thereof be stopped until the said orders can be obeyed;
 - f. Order the testing of any materials to be incorporated in the work; and the Developer shall comply with the said orders and requirements of the Engineer unless the Developer shall take issue with any such order or requirement, in which case the Developer shall request in writing that such issue be arbitrated in accordance with the provisions of Article XVI herein, AND PROVIDED FURTHER that the work shall stop until such arbitration has taken place;
 - g. Issue a stop order pursuant to s. 645 of the *Municipal Government Act, RSA 2000, CM-26*.

XIX. LAW OF ALBERTA APPLICABLE

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

XX. FURTHER ASSURANCE

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

XXI. WAIVER

Developer Initial Here	Town Initial Here

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

XXII. NOTICES

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

??Developer??
P.O. Box ???? (123 What Street)
Pincher Creek, Alberta
T0K 1W0

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

Chief Administrative Officer
Town of Pincher Creek
P.O. Box 159 (962 St. John Avenue)
Pincher Creek, Alberta
T0K 1W0

XXIII. ASSIGNMENT

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

XXIV. CAVEAT

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

XXV. SPECIAL CLAUSES

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

Developer Initial Here	Town Initial Here

"SPECIAL CLAUSES VARY WITH EACH DEVELOPMENT AGREEMENT"

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

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

THE TOWN OF PINCHER CREEK

PER: _____

DATE: _____

"DEVELOPER"

PER: _____

DATE: _____

Developer Initial Here	Town Initial Here

SCHEDULE I
“SAID LANDS”

“INSERT IMAGE HERE”

DRAFT

Developer Initial Here	Town Initial Here

SCHEDULE II
“ISSUED FOR CONSTRUCTION CIVIL DRAWINGS”

“INSERT IMAGE HERE”

DRAFT

Developer Initial Here	Town Initial Here

SCHEDULE III

“ISSUED FOR CONSTRUCTION LANDSCAPE AND FENCING DRAWINGS”

“INSERT IMAGE HERE”

DRAFT

Developer Initial Here	Town Initial Here

SCHEDULE IV
“DEVELOPMENT SECURITY”

“INSERT IMAGE HERE”

DRAFT

Developer Initial Here	Town Initial Here

SCHEDULE V

“OVERSIZE AND BOUNDARY MUNICIPAL IMPROVEMENTS”

1. The Developer acknowledges that Municipal Improvements on the Said Lands may require oversizing to serve not only the Said Lands but to also provide adequate capacity to service lands other than the Said Lands (which other lands, as identified by the Engineer, are herein referred to as “Benefited Lands”).
2. In the event that the Developer is required to construct Oversize Municipal Improvements on the Said Lands, then the parties hereto agree that,
 - a. The Developer and the Engineer shall mutually agree, in writing, on the area and description of the land outside the Said Lands (“Benefited Lands”) which will be serviced by the Oversize installation on the Said Lands:
 - b. The Developer shall submit a copy of the calculations for the Oversizing requirements as well as a statement certifying that the Oversizing is required and that the specified size is sufficient to service the Said Lands and the “Benefited Lands:.
 - c. To qualify for Oversizing cost recoveries, the Developer shall, prior to the issuance of a Final Acceptance Certificate by the Engineer for the Municipal Improvements, submit to the Engineer, for ratification, calculations of the Oversize cost benefit to any parcel of in the Benefited Lands.
3. Any such Oversize cost benefit for Oversize installations shall be prorated over the area of the Benefited Lands outside the Said Lands and the ratification of the Oversize costs by the Engineer shall be final and binding on the parties hereto and shall form the basis for charge to the owner or developer of the Benefited Lands.
 - a. The Town shall advise the owners of the “Benefited Lands” that Municipal Improvements have been Oversized to accommodate the development of their lands with such notification identifying the particular Oversized Municipal Improvements as well as the associated base costs which the Developer of the Said Lands would be entitled to recover from the Benefited Lands owner and/or developer.
4. Any reference in this Agreement or in this Schedule to the construction of Oversize Municipal Improvements constructed by the Developer on the Said Lands shall be construed to mean either on or off the Said Lands and shall be constructed for the purpose inter alia of serving the Said Lands.
5. The Developer shall be entitled to recover a share of the cost of all Boundary Municipal Improvements installed by the Developer which benefit an Adjoining Land as determined by the Engineer according to the extent of benefit derived by the Adjoining Land. The extent of that share shall be determined by the Engineer, acting reasonably, taking into account the extent of the benefit derived by the Adjoining Land and applicable engineering and development industry standards. This recovery shall be payable by the owner or developer of the Adjoining Land in accordance with the payment provisions referenced in Clauses 4 and 5 of this Schedule.

Developer Initial Here	Town Initial Here
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6. In the calculation of recovery costs for both Oversize and Boundary Municipal Improvements the Developer shall be entitled to a markup of fifteen percent (15%) on the actual Oversize or Boundary Municipal Improvements construction costs to cover engineering and overhead. In addition, the Developer shall be entitled to carrying costs calculated from the date of issuance of the Final Acceptance Certificate for the particular Oversize or Boundary Municipal Improvements to the date of the payment of the Oversize or Boundary Municipal Improvements recovery costs by the benefiting lands. The aforesaid carrying costs shall be calculated annually using the Prime Rate on the anniversary date of the Final Acceptance Certificate with interest compounded annually. Carrying costs shall only be applicable for a maximum of five (5) years from the date of issuance of the Final Acceptance Certificate after which date the recovery costs shall remain fixed.
7. Prior to permitting the owners or developers of the Benefited Lands to connect in any way to the Oversize installations, the Town shall use its best efforts to require the owners or developers of the Benefiting Lands to pay their proportionate share of the Oversize Municipal Improvements or provide evidence that cost recovery obligations to the Developer of the Said Lands regarding the Oversize Municipal Improvements have been satisfied. Insofar as the Town is legally able, it shall require the owners or developers of the Benefited Lands to pay their proportionate share of the Boundary Municipal Improvements or provide evidence that cost recovery obligations to the Developer of Said Lands regarding Boundary Municipal Improvements carried out by the Developer of the Said Lands have been satisfied before permitting the Benefited Lands or any portion thereof to be subdivided.

Developer Initial Here	Town Initial Here



SCHEDULE VI
"CONSTRUCTION APPROVAL FORM"

Project File Number: _____

Development Area: _____

Developer: _____

Consultant Engineer: _____

Contractor: _____

Approval of Plans: YES or NO

Date: _____

Director of Operations & Infrastructure and/or Designate: _____

Acknowledgement of Receipt of Plans and Construction Permissions Approval

Date: _____

Director of Operations & Infrastructure and/or Designate: _____

Construction of the Improvements identified in the above noted plans will approximately commence on:

Developer Initial Here	Town Initial Here



SCHEDULE VII

"CONSTRUCTION COMPLETION CERTIFICATE"

Project File Number: _____

Developer: _____

Consultant Engineer: _____

Improvements: _____

Location of Improvements referred to herein as shown on the approved plans (See attached plan)

Date of Application: _____

PURSUANT TO THE DEVELOPMENT AGREEMENT, I _____ THE
CONSULTING ENGINEER OF THE FIRM _____, HEREBY CERTIFY
THAT AS OF THE ABOVE DATE, THE TERMS OF THE DEVELOPMENT AND SERVICING
AGREEMENT, INCLUDING THE SERVICING STANDARDS AS SET OUT IN THAT AGREEMENT, HAVE
BEEN COMPLIED WITH REGARDING THE ABOVE DESCRIBED IMPROVEMENTS AND I HEREBY
RECOMMEND THIS IMPROVEMENT FOR APPROVAL AND ISSUE OF THE CONSTRUCTION
COMPLETION CERTIFICATE.

Date: _____

Consulting Engineer Signature: _____

Permit to Practice Stamp

Date: _____

Signing Officer Signature (Consulting Engineering Firm): _____

Date: _____

Acknowledgement of Receipt of Consulting Engineers Certificate: _____

Date: _____

Director of Operations & Infrastructure and/or Designate Signature: _____

Date Approved on: _____

Director of Operations & Infrastructure and/or Designate: _____

Date Rejected on: _____

Reason for rejection: (See attached report) _____

Developer Initial Here	Town Initial Here

I HEREBY CERTIFY THAT THE ITEMS LISTED AS REASONS FOR REJECTION HAVE BEEN CORRECTED:

Date: _____

Consulting Engineer Signature: _____

Date Approved on: _____

Director of Operations & Infrastructure and/or Designate: _____

Date of Maintenance Period to Start: _____

Date of Maintenance Period to Expire: _____

DRAFT

Developer Initial Here	Town Initial Here



SCHEDULE VIII

"FINAL ACCEPTANCE CERTIFICATE"

Project File Number: _____

Developer: _____

Improvements: _____

Location of Improvements referred to herein as shown on the approved plans (See attached plan)

PURSUANT TO THE DEVELOPMENT AGREEMENT, I _____ THE LANDOWNER OF THE ADDRESS _____, HEREBY CERTIFY THAT AS OF THE ABOVE DATE, THE TERMS OF THE DEVELOPMENT AND SERVICING AGREEMENT, INCLUDING THE SERVICING STANDARDS AS SET OUT IN THAT AGREEMENT, HAVE BEEN COMPLIED WITH REGARDIN THE ABOVE DESCRIBED IMPROVEMENTS AND I HEREBY RECOMMEND THIS IMPROVEMENT FOR APPROVAL AND ISSUE OF THE FINAL ACCEPTANCE CERTIFICATE.

Date: _____

Signing Officer Signature (Consulting Engineering Firm): _____

Acknowledgement of Receipt of Consulting Engineers Certificate: _____

Date: _____

Director of Operations & Infrastructure and/or Designate Signature: _____

Date Approved on: _____

Director of Operations & Infrastructure and/or Designate: _____

Date Rejected on: _____

Reason for rejection: (See attached report) _____

I HEREBY CERTIFY THAT THE ITEMS LISTED AS REASONS FOR REJECTION HAVE BEEN CORRECTED:

Date Approved on: _____

Director of Operations & Infrastructure and/or Designate: _____

Date of Maintenance Period to Expire: _____

Developer Initial Here	Town Initial Here