

**DEVELOPMENT AGREEMENT**

**BETWEEN:**

**TOWN OF CARSTAIRS**

**AND**

---

A body corporate duly authorized to carry on business in the Province of Alberta (hereinafter referred to as "the Developer")

# Table of Contents

|  |    |
|--|----|
| 1. INTERPRETATIONS .....   | 6  |
| 2. PLAN OF SUBDIVISION .....   | 7  |
| 3. PLANS.....  | 8  |
| 4. DRAINAGE STANDARDS.....   | 9  |
| 5. CONSTRUCTION AND INSTALLATION OF MUNICIPAL IMPROVEMENTS .....                       | 9  |
| 6. USE OF PUBLIC PROPERTIES IN THE PERFORMANCE OF THE WORK.....                        | 12 |
| 7. INSTALLATION OF OTHER UTILITIES .....   | 13 |
| 8. CONTRACTS FOR INSTALLATION OF THE MUNICIPAL IMPROVEMENTS .....                      | 14 |
| 9. COMPLIANCE WITH ALL PLANS AND SPECIFICATIONS .....                                  | 14 |
| 10. ACCEPTANCE OF MUNICIPAL IMPROVEMENTS TRANSFER OF MUNICIPAL IMPROVEMENTS TO TOWN .. | 15 |
| 11. MAINTENANCE OF MUNICIPAL IMPROVEMENTS BY DEVELOPER .....                           | 17 |
| 12. UTILITY EASEMENTS AND OTHER INSTRUMENTS .....                                      | 18 |
| 13. MUNICIPAL SERVICES .....   | 18 |
| 14. FENCING.....   | 19 |
| 15. MAINTENANCE OF BOULEVARDS AND OTHER PUBLIC AREAS.....                              | 19 |
| 16. OVERSIZING AND SHARING OF SERVICING COSTS.....                                     | 20 |
| 17. LEVIES AND FEES .....  | 22 |
| 18. INTEREST ON MONIES OWED TO TOWN.....   | 23 |
| 19. AMOUNTS PAYABLE UNDER THIS AGREEMENT .....   | 23 |
| 20. DEFAULT BY THE DEVELOPER.....  | 24 |
| 21. ARBITRATION .....  | 24 |
| 22. INDEMNITY AND SECURITY .....   | 25 |

23. DELIVERY OF DOCUMENTS TO TOWN ..... 27

24. COMPLIANCE WITH LAW ..... 28

25. LAW OF ALBERTA APPLICABLE..... 28

26. FURTHER ASSURANCES ..... 28

27. WAIVER..... 28

28. NOTICES ..... 29

29. ADDITIONAL PROVISIONS ..... 29

30. CAVEATS..... 29

31. NON-ASSIGNABILITY OF AGREEMENT ..... 29

32. TIME OF THE ESSENCE..... 30

33. LEGAL, ENGINEERING COSTS, FEES AND EXPENSES ..... 30

34. EXECUTION OF AGREEMENT..... 30

SCHEDULE "A" – LEGAL DESCRIPTION OF LAND ..... 31

SCHEDULE "B" – THE DEVELOPMENT AREA ..... 32

SCHEDULE "C" - MUNICIPAL IMPROVEMENTS..... 33

SCHEDULE "D" – ADDITIONAL PROVISIONS ..... 35

SCHEDULE "E" – LOT GRADING AND SITE DRAINAGE CONSTRUCTION STANDARDS..... 36

SCHEDULE "F" – COST SHARING FOR MUNICIPAL IMPROVEMENTS..... 37

SCHEDULE "G" – LEVIES AND FEES ..... 38

SCHEDULE "H" – SECURITY ..... 39

SCHEDULE "I" – TOWN REPRESENTATIVES ..... 41

SCHEDULE "J" – TOWN ORGANIZATION ..... 42

SCHEDULE "K" – LANDSCAPING PLANS..... 43

SCHEDULE "L" - CONSTRUCTION AND INFRASTRUCTURE DESIGN STANDARDS.....44

**SCHEDULE "M" - LETTER OF CREDIT.....52**  
**SCHEDULE "N" – CONSTRUCTION COMMENCEMENT NOTIFICATION.....53**  
**SCHEDULE "O" – CONSTRUCTION COMPLETION CERTIFICATE.....54**  
**SCHEDULE "P" – FINAL ACCEPTANCE CERTIFICATE.....57**

**TOWN OF CARSTAIRS,**

a municipal corporation, (hereinafter referred to as "the Town")  
OF THE FIRST PART  
- and –

---

a body corporate duly authorized to carry on business in the Province of Alberta,  
(hereinafter referred to as the "Developer")  
OF THE SECOND PART

WHEREAS the Developer is, or is entitled to become, the registered owner of those lands situated in the Town as described in Schedule "A" attached to this Agreement;

AND WHEREAS the Developer proposes to develop a portion of the said lands (hereinafter referred to as "the Development Area") as shown on the Plan attached as Schedule "B" to this Agreement;

AND WHEREAS the Town and the Developer are agreeable to the development of the Development Area by the Developer in accordance with the provisions of this Agreement;

AND WHEREAS the Town and the Developer have agreed to enter into an Agreement to provide services required within and adjacent to the Development Area;

AND WHEREAS the Town is agreeable to the Developer developing the Development Area in accordance with the terms and conditions of this Agreement;

AND WHEREAS the Town and the Developer agree that the Developer shall construct and install the Municipal Improvements required throughout and adjacent to the Development Area at the Developer's sole cost and expense;

AND WHEREAS upon satisfactory completion of the construction and installation of the Municipal Improvements and the Final Acceptance of them by the Town, the said Municipal Improvements which are on or under Public Property and those on or under land subject to easements and utility rights of way shall become the property of the Town;

AND WHEREAS the Town and the Developer have agreed that the said construction and installation of the Municipal Improvements and all matters and things incidental thereto and all other matters or things relating to the development of the Development Area, shall be subject to the terms, conditions and covenants hereinafter set forth:

NOW THEREFORE, in consideration of the premises and of the mutual terms, conditions and covenants 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:

## 1. INTERPRETATIONS

- 1.1 "Construction Completion Certificate" shall mean the Certificate issued by the Town, as contemplated in Section 10, certifying the completion of the Municipal Improvements, or a portion thereof, once the Municipal Improvements have been constructed and installed by the Developer to the satisfaction of the Town in accordance with this Agreement. Attached as Schedule N.
- 1.2 "Commencement of Construction" or "Commence Construction" shall mean the date upon which the Town issues a striping and grading permit to the Developer and the Developer commences the actual stripping and grading of the Development Area for purposes of servicing the Development Area, or such other date so may be agreed upon in writing by the Town and the Developer; provided, that commencement of stripping and grading shall not include the placement of machinery or equipment within the Development Area nor any work preparatory to stripping and grading such as the removal of any buildings, materials or things whatsoever within or under the Development Area. Attached as Schedule P.
- 1.3 "Construction and Infrastructure Design Standards" shall mean the procedures, standards and specifications set out in the Municipal Engineering Standards adopted by the Town from time to time, namely that version in place at the time of commencement of construction, provided that the Town and the Developer may, by written agreement only, vary or change any of the procedures, standards or specifications set forth in the Construction and Infrastructure Design Standard as Schedule "L".
- 1.4 "Developer's Consultant" shall mean the consulting professionals retained by the Developer and shall include, but not be limited to professional engineers, landscape architects, land use planners, and land surveyors.
- 1.5 "Development Area" shall mean that portion of the lands legally described in Schedule "A" and which are delineated and outlined in red on the map attached hereto as Schedule "B" to this Agreement.
- 1.6 "Essential Services" shall mean:
- (a) those Municipal Improvements described in clauses (a), (b), (c), (d), (e), (g), (i) and (k) of Schedule "C" of this Agreement; and
  - (b) natural gas, electrical power and telecommunication services.
- 1.7 "Final Acceptance Certificate" shall mean a written acceptance, as contemplated in Section 10, issued by the Town for the Municipal Improvements, or a portion thereof, upon the completion of any repairs for defects or deficiencies and the expiration of the Guarantee Period. Attached as Schedule O.
- 1.8 "Guarantee Period" with respect to the Municipal Improvements, subject to Sections 10 and 24 of this Agreement, shall mean a period of TWO (2) years.
- 1.9 "Landscaping Plans" shall mean the Landscaping Plans for the Public Properties attached to this Agreement as Schedule "K".
- 1.10 "Municipal Improvements" shall mean and include, within and without the Development Area, those services and facilities identified in Schedule "C" to this Agreement.
- 1.11 "Plans" shall mean plans and specifications prepared by the Developer's Consultant covering the design, construction and installation of all Municipal Improvements and shall include a "Construction Management Plan" which shall delineate, to the Town's satisfaction, the procedures and actions for the overall implementation and coordination of activities for the construction and installation of the Municipal Improvements.
- 1.12 "Plan of Subdivision" or "Plans of Subdivision" shall mean the subdivision or subdivisions, which subdivide the Development Area into separate lots for further development.

- 1.13 "Prime Rate" shall mean the prime-lending rate established from time to time at the Carstairs, Alberta branch of the ATB Financial.
- 1.14 "Public Property" or "Public Properties" shall include all properties within and adjacent to the Development Area to be owned or administered by the Town, including roadways and utility rights-of-way, following the registration of the Plan or Plans of Subdivision for the Development Area.
- 1.15 "Town" shall mean the municipal corporation of TOWN OF CARSTAIRS and the Town shall be represented by those persons specified in Schedule "I" of this Agreement.
- 1.16 Telecommunications shall mean but not limited to television cable, internet and fibre optic systems.

## **2. PLAN OF SUBDIVISION**

- 2.1 In the event that at the time of the execution of this Agreement, the Developer has not obtained subdivision approval for the subdivision of the Development Area, the Developer at its sole cost and expense shall cause a Plan or Plans of Subdivision for the Development Area to be prepared and approved by all necessary approving authorities and in accordance with the law in that respect; PROVIDED, and it is a strict requirement of this Agreement, that any Plan of Subdivision must first have received approval in writing of the Town.
- 2.2 The Developer covenants and agrees that it shall register in the Land Titles Office for the Alberta Land Registration District a Plan of Subdivision for the Development Area within Twelve (12) months of the date of this Agreement and further, the Developer agrees:
- (a) that in the event that the Plan of Subdivision for the Development Area is not registered within the said Twelve (12) months, then the Town shall be entitled to terminate this Agreement;
  - (b) that the termination of this Agreement in whole or in part as provided in Clause (a) shall be effective upon the Town serving written notice of termination on the Developer;
  - (c) that in the event that this Agreement is terminated in whole or in part as provided in Clause (a), then the Developer shall not be entitled to register any plans of subdivision for any portion of the Development Area unless and until a further written agreement is entered into between the Developer and the Town.
  - (d) that in the event that the Town terminates this Agreement in whole or in part pursuant to the provisions of this Paragraph, it is understood and agreed that any financial obligations of the Developer to the Town shall survive and the Town shall be entitled to enforce such financial obligations as if this Agreement remained in full force and effect.
- 2.3 The Developer covenants and agrees that it shall comply fully with all conditions of any subdivision approval which may be imposed by the subdivision approving authority.
- 2.4 No Plan of Subdivision shall be registered unless, and until, the Town, in its discretion, has rezoned the Development Area to permit the land uses being proposed by the Developer and has passed any amendments deemed appropriate by the Town, in the Town's discretion, to any bylaw or municipal plan, including the Area Structure Plan which applies to the Development Area.
- 2.5 Providing that the Developer is not in default of any of the provisions of this Agreement or any condition of subdivision approval, the Town shall, at the request of the Developer, deliver to Alberta Environment and Parks any confirmations or undertakings reasonably required (and in respect to which the Town can attest) in order for the Developer to obtain any necessary permits and licenses from the said Alberta Environment and Parks.

2.6 In the event that the Plan of Subdivision for the Development Area has been registered by the Developer, and the Developer fails to proceed with the construction and installation of the Municipal Improvements within the time limits herein specified, the Developer shall, upon receiving written notice from the Town to do so, immediately proceed to take all steps necessary to cancel the registration of said Plan of Subdivision, and further, the Developer, in all events, shall have obtained the cancellation of the registration of the said Plan of Subdivision within THREE (3) months of the Town providing written notice to the Developer as herein provided.

### **3. PLANS**

3.1 Prior to commencing construction and installation of the Municipal Improvements within or adjacent to the Development Area, the Developer shall submit Plans to the Town for approval and the Plans shall give all necessary details of the Municipal Improvements to be constructed by the Developer, including any necessary specifications to be attached thereto.

3.2 The Developer acknowledges that approval of the Plans shall be in the sole discretion of the Town. The Town agrees that it shall not unduly delay in granting its approval, or in rejecting, Plans which have been submitted by the Developer to the Town.

3.3 The Plans for the construction and installation of the Municipal Improvements for the development of the Development Area shall conform strictly to the Design Standards in place at the time of the commencement of the installation of the Municipal Improvements.

3.4 If the Town does not approve whatever Plans may be required to be submitted to the Town by the Developer, the Developer shall be entitled to refer any matter in dispute to the Town Council and the decision of the Town Council shall be final and binding and any such dispute or difference shall not be subject to arbitration.

3.5 The Developer covenants and agrees that the Construction Management Plan include a construction timetable for the construction and installation of all of the Municipal Improvements within and adjacent to the Development Area and the Developer shall, upon approval of the Construction Management Plan by the Town, comply with all time limits and complete all of the Developer's work within the dates specified in the construction timetable as reasonably possible.

3.6 The Developer covenants and agrees that the landscaping for Public Properties shall comply with the Design Standards, the Landscaping Plans attached to this Agreement as Schedule "K" and shall include all landscaping required by the Town including, but not so as to limit the generality of the foregoing, landscaping of all utility rights-of-ways and public walkways, construction of berms, construction of uniform fencing, installation of recreational equipment and facilities and the landscaping of other Public Properties. The Developer agrees that it shall submit the landscaping Plans, to be completed by a qualified landscape architect, for the Town's approval within 30 days of the date of execution of this Agreement.

3.7 Subject to the terms of this Agreement, it is understood and agreed between the Town and the Developer that the Developer shall be entitled to construct the Municipal Improvements in accordance with the Plans once such Plans have been approved by the Town.

3.8 It is understood and agreed that the Town's approval of the Plans for the Municipal Improvements shall be in principle only and, in the case of unforeseen conditions which may adversely affect development, or in the case where a Municipal Improvement to be built in accordance with the Plans would not be suitable for the purposes intended, the detailed design specifications for any of the Municipal Improvements shall be subject to review and revision, from time to time, by the Town in accordance with the Construction and Infrastructure Design Standards and in accordance with accepted engineering and construction practices.



- 3.9 The Developer shall not Commence Construction or commence installation of the Municipal Improvements, or any portion, until such time as the Municipality has issued written approval of the Plans, in whole or in part.
- 3.10 The Developer acknowledges and agrees that the Municipality's approval of the Plans is in no way intended to be a warranty, representation or guarantee by the Municipality or its engineer respecting the content of the Plans, including, without restricting the generality of the foregoing:
- (a) whether the Plans are suitable for the intended purpose;
  - (b) whether the Plans comply with any required federal, provincial or municipal legislation or regulation;
  - (c) whether the Plans comply with the Design Standards; and
  - (d) whether the Plans are in accordance with standard acceptable engineering practices.

#### **4. DRAINAGE STANDARDS**

- 4.1 The Developer covenants that the preparation of the drainage Plans, the construction and installation of all storm water management systems both within private and public lands, all testing associated with storm water management systems (including testing for the height of water tables, soil alkalinity and soil compaction), all necessary approvals from Alberta Environment and Parks and other affected approving authorities and the maintenance of all storm water management systems during the Guarantee Period shall be undertaken and conducted in accordance with accepted engineering and construction practices and in accordance with the Design Standards.
- 4.2 The Developer covenants that all proposed purchasers and optionees of any of the lots within the Development Area shall be fully advised of the requirements of the Town relating to the management and disposal of storm water within lots in the Development Area.
- 4.3 It is agreed between the Town and the Developer that all of the storm water management standards and requirements of the Town pursuant to this Agreement shall be and hereby constitute covenants running with the lands and are binding upon the Developer and any subsequent owners of any lots within the Development Area.

#### **5. CONSTRUCTION AND INSTALLATION OF MUNICIPAL IMPROVEMENTS**

- 5.1 Except as otherwise specified in the construction timetable approved under paragraph 3.5, the Developer shall commence construction and installation of the Municipal Improvements within the Development Area within 60 days of the date of execution of this Agreement. The Developer shall construct and install the Municipal Improvements, at the Developer's own cost and expense, and in a good and workmanlike manner, in strict conformance with the Plans and proper and accepted engineering and construction practices, in accordance with the requirements of this Agreement, and in accordance with the Development Standards and Procedures and in accordance with the requirements of law applicable to the work; PROVIDED, and without restricting the generality of the foregoing or of anything hereinafter set forth, the failure of the Developer to pay any proper account or accounts of its contractors or other parties for whose accounts the Developer is responsible in respect to work or materials supplied to the job, when such account or accounts fall due, shall constitute a breach of this Agreement by the Developer. The Developer shall have completed the construction and installation of the Municipal Improvements within the Development Area in accordance with the terms of this Agreement within Two (2) Years from the date of the execution of this Agreement.

- 5.2 In the event that the Developer has not complied with the time limits specified in Paragraph 5.1, then the Town shall be entitled to terminate this Agreement, and further, the Developer agrees that without limiting the generality of anything included herein, including the Town's rights to enforce the security granted in Section 22 hereof:
- (a) that the termination of this Agreement in whole or in part as provided in this paragraph shall be effective upon the Town serving written notice of termination on the Developer;
  - (b) that in the event that this Agreement is terminated in whole or in part as provided in this paragraph, the provisions of Section 2 relating to the cancellation of plans of subdivision shall apply;
  - (c) that in the event that this Agreement is terminated in whole or in part as provided in this paragraph, then the Developer shall not be entitled to commence or continue construction of the Municipal Improvements until a further written agreement is entered into between the Developer and the Town.
- 5.3 The Developer covenants and agrees that it shall, upon being directed by the Town to do so, construct and install within THIRTY (30) days those Municipal Improvements described in clause (g) of Schedule "C", failing which the Town may, in its discretion, construct and install such Municipal Improvements and the Developer shall forthwith pay to the Town all costs incurred by the Town in connection with the construction and installation of such Municipal Improvements.
- 5.4 In the event that it is necessary or reasonable, in the opinion of the Town, to construct or install any temporary or emergency access during the construction and installation of the Municipal Improvements, the Developer shall construct and install any such temporary or emergency accesses in accordance to specifications, and in such locations, as determined by the Town acting reasonably and the Developer shall grant to the Town an easement, in a form acceptable to the Town, across the required land for the period for which the access is required.
- 5.5 The Developer covenants and agrees that it shall, prior to the public having access to the Development Area, complete the installation of all traffic control signs, street identification signs, development identification signs and any temporary signage required by the Town.
- 5.6 In respect to the establishment or re-establishment of survey monuments and iron posts, the Developer covenants and agrees that the following provisions shall apply:
- (a) the Developer shall install or replace, whether on public or private land, and to the Town's satisfaction, survey control stations on a grid of approximately 0.5 kilometer spacing;
  - (b) the Developer shall replace all survey control stations within or on the boundaries of all road allowances which are removed, disturbed or damaged during the construction or maintenance of the Municipal Improvements; and
  - (c) all costs and expenses shall be borne solely by the Developer.
- 5.7 At all times during the construction and installation of the Municipal Improvements and during all work by the Developer or its agents related thereto:
- (a) The Town shall have free and immediate access to all records of or available to the Developer and the Developer's Consultant relating to the performance of the work, including, but without limiting the generality of the foregoing, all design, inspection, material testing and "as constructed" records.

- (b) The Town may:
- (i) exercise such inspection of the performance of the work as the Town may deem necessary and advisable to ensure to the Town the full and proper compliance by the Developer with the Developer's undertakings to the Town, and to ensure the proper performance of the work;
  - (ii) reject any design, material or work which is not in accordance with the Construction and Infrastructure Design Standards or accepted engineering and construction practices;
  - (iii) order that any unsatisfactory work be re-executed at the Developer's cost;
  - (iv) order the re-execution of any unsatisfactory design and the replacement of any unsatisfactory material, at the Developer's cost;
  - (v) order the Developer within a reasonable time to bring on the job and use additional labour, machinery and equipment, at the Developer's cost, as the Town deems reasonably necessary to the proper performance of the work;
  - (vi) order that the performance of the work or part thereof be stopped until the said orders can be obeyed;
  - (vii) order the testing of any materials to be incorporated in the work and the testing of any Municipal Improvements;

and the Developer at its own cost and expense shall comply with the said orders and requirements of the Town unless the Developer takes 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 Section 22 hereof; PROVIDED, that in no event shall the Developer be entitled to dispute nor arbitrate any decision made by the Town pursuant to clauses 5.7 (b)(v), (b)(vi) or (b)(vii); AND PROVIDED FURTHER, that the affected work, except as otherwise agreed by the Town in writing, shall stop until such arbitration has taken place.

5.8 Notwithstanding anything expressed or implied in paragraph 5.7, it is agreed between the Town and the Developer:

- (a) that the Town shall have no obligation or duty to exercise any of the Town's powers of inspection nor any obligation or duty to discover or advise the Developer of any deficiencies in construction or workmanship during the course of the construction and installation of the Municipal Improvements;
- (b) that the Developer shall during the course of the construction and installation of the Municipal Improvements shall provide and maintain adequate inspection services, supervised by a professional engineer, to the Town of Carstairs Construction and Infrastructure Design Standards.
- (c) that nothing set forth in paragraph 5.11 shall in any way be construed so as to relieve the Developer of any responsibilities as set forth in this Agreement, and without restricting the generality of the foregoing, the Developer shall fulfill all responsibilities in respect to the design, construction, installation and maintenance of the Municipal Improvements as required by the terms of this Agreement.

5.9 The Developer covenants and agrees that during the construction and installation of the Municipal Improvements, and during the Guarantee Period for the Municipal Improvements, that the Developer shall pay all contractors and other parties hired by the Developer to fulfill the Developer's obligations under this Agreement and that the failure of the Developer to pay any such contractors or other parties shall constitute a breach of this Agreement by the Developer unless there is a bona fide dispute between the Developer and the contractor or other party.

- 5.10 The Developer shall take effective measures to reasonably control dust and dirt in the Development Area, including, and without limiting the generality of the foregoing, on any loam stockpile site and seeding so that dust and dirt originating therein shall not be conveyed therefrom by any means whatsoever or cause annoyance or become a nuisance to property owners and others within or adjacent to the Development Area. The Developer acknowledges and agrees that any loam stockpile site shall not exceed a height five (5) meters and a slope of 3:1 for any drop off zone or any other height or slope set by Town at its sole discretion. The Developer is solely responsible for ensuring dust and dirt control within the Development Area.
- 5.11 In the event, however, that the Town deems that there is dust or dirt problems the Town shall attempt to notify the Developer of the problem by telephoning the Developer, or the Developer's Consultant. If the Town is not able to contact the Developer, or the Developer's Consultant, or if the Developer, or the Developer's Consultant, shall fail to take effective measures to control the dust or dirt problem after being notified, then the Town may take such steps as are necessary to eliminate the dust or dirt problem at the expense of the Developer and shall within SEVENTY-TWO (72) hours notify the Developer in writing of the action taken by the Town.
- 5.12 Upon the completion of the work by the Developer, and prior to the issuance of Construction Completion Certificates for the Municipal Improvements, the Developer's Consultant shall submit to the Town a statement under his professional seal certifying that the Developer's Consultant has provided adequate periodic inspection services during the course of the work and that the Developer's Consultant is satisfied that the work has been completed in a good and workmanlike manner in accordance with the Plans and in accordance with accepted engineering and construction practices.
- 5.13 The Developer shall undertake television camera video inspection of all storm and sanitary sewer lines no less than SIXTY (60) days prior to the Final Acceptance of any such lines by the Town.
- 5.14 It is understood and agreed between the Town and the Developer that during the course of constructing the Municipal Improvements, the re-execution or replacement of unsatisfactory work which is of a minor nature (as determined by the Town in its discretion) and which does not pose a health or safety danger, may be re-executed or replaced by the Developer, in its discretion, at any time prior to the request by the Developer for a Construction Completion Certificate for the Municipal Improvements in question.
- 5.15 Notwithstanding anything hereinbefore contained to the contrary, the Developer covenants and agrees (such covenant being of the essence of this Agreement) that it shall plan and stage the development of the Development Area so as to guarantee and ensure to the Town that all Essential Services shall have been installed and rendered operative in any part of the Development Area before any buildings or facilities are occupied in any such part of the Development Area, except as otherwise permitted in writing by the Town.

## **6. USE OF PUBLIC PROPERTIES IN THE PERFORMANCE OF THE WORK**

- 6.1 The Town hereby grants to the Developer the right, permission and power to use, break-up, dig, trench, or excavate in the public highways, streets, roads, lanes, boulevards, parks and similar Public Places under the control of the Town, within or adjacent to the Development Area, and otherwise to do such work therein and thereon as may be necessary from time to time to construct, develop, erect, lay, operate, maintain, repair, extend, relay and remove any Municipal Improvements forming part of the work of the Developer, as may be necessary for the purpose of this Agreement, PROVIDED:
- (a) That not less than fourteen (14) days prior to the date that the Developer intends to enter upon any Public Property (except in the case of emergency repair work) the Developer shall provide to the Town detailed written proposals, for approval by the Town, for the work to be done within any such property, including:
- (i) a specific work schedule and procedures proposed to be followed;

- (ii) detailed engineering drawings of all connections to existing municipal services;
  - (iii) provisions to be implemented for temporary access and services;
  - (iv) installation of temporary traffic control devices and personnel deployment to minimize traffic disruption;
  - (v) form and schedule of notification and public relation strategy to be utilized.
- (b) No such work shall be commenced prior to the Developer obtaining the written consent of the Town to enter upon such Public Properties; and the Town shall not unreasonably delay or unreasonably withhold such written consent;
  - (c) In the event of emergency repair work, the Developer shall notify the Town in writing as soon as possible and in any event within 24 hours of such work being commenced.
  - (d) That the work within Public Properties by the Developer and its agents, contractors and subcontractors shall be subject to the inspection rights of the Town as set forth in this Agreement and all directions and requirements of the Town shall be obeyed;
  - (e) 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 Properties as possible;
  - (f) That upon completion of such work the Developer shall restore all such Public Properties to a condition and state of repair equivalent to that which prevailed prior to the performance of such work, including, where necessary, the re-planting or replacement of trees and shrubs, and shall maintain such restored portions of such Public Properties, including such replaced or re-planted trees and shrubs, for a period of TWO (2) years thereafter, ordinary wear and tear excepted;
  - (g) That the restoration of Public Properties shall be part of the Municipal Improvements to be constructed and installed by the Developer and the Developer shall be required to obtain Construction Completion Certificates and Final Acceptance Certificates for the restoration work;
  - (h) That the Developer shall indemnify and save harmless the Town from and against all losses, costs, claims, suits or demands of any nature (including all legal costs and disbursements on a solicitor and client basis) which may arise by reason of the performance of any work by the Developer.

## **7. INSTALLATION OF OTHER UTILITIES**

- 7.1 The Developer shall at its own expense be solely responsible for all costs and expenses relating to the installation, to the Town's satisfaction, of electric power and natural gas to the Development Area and within the streets adjoining the lots to be created in the Development Area.
- 7.2 The said electric power and natural gas within the Development Area shall be installed within the roadways, utility lots or easement areas, in accordance with the Plans, adjacent to the lots that are intended to be served by such services and shall be installed in a manner and in locations which will permit lot owners within the Development Area to hook up to such services upon paying the normal hook-up fees charged by the Utility Company or franchise holder.
- 7.3 The Developer shall be responsible for making arrangements with telecommunication providers for the provision of telecommunication services to lots within the Development Area upon any such lot being occupied and the Developer shall be solely responsible for all costs and expenses relating to the installation of such telecommunication services excepting the normal hook-up costs charged to the customer.

## **8. CONTRACTS FOR INSTALLATION OF THE MUNICIPAL IMPROVEMENTS**

- 8.1 Notwithstanding anything contained in this Section, the Developer acknowledges, understands and agrees that the Developer shall be fully responsible to the Town for the performance by the Developer of all the Developer's obligations as set forth in this Agreement; AND FURTHER the Developer acknowledges, understands and agrees that the Town shall not be obligated in any circumstances whatsoever to commence or prosecute any claim, demand, action or remedy whatsoever against any person with whom the Developer may contract for the performance of the Developer's obligations.
- 8.2 The Developer covenants and agrees that any contract entered into between the Developer and a Third Party in respect to the performance of all or any of the Developer's obligations as set out in this Agreement to construct and maintain the Municipal Improvements, or any of them, shall provide:
- (a) That the Third Party shall indemnify and save harmless the Town and the Developer from and with respect to any damages, claims or demands whatsoever (including all legal fees and disbursements on a solicitor and his own client full indemnity basis) arising out of the performance of any work undertaken by the Third Party or arising in any way from the negligence of the Third Party's servants, agents or employees;
  - (b) That the Third Party shall provide reasonable proof of financial responsibility;
  - (c) That the Third Party shall comply with the provisions of the Workers Compensation Act for the Province of Alberta;
  - (d) That the Third Party will allow the Town access to the work for the purpose of inspection;
  - (e) That the works to be performed by the Third Party shall not be deemed to be duly and adequately completed under the contract except upon the issuance of a Construction Completion Certificate for the same by the Town;
  - (f) The Third Party shall coordinate with the Town work forces and others to facilitate the installation of utilities and shall protect such utilities from damage;
  - (g) That the Third Party will carry adequate public liability insurance of an amount and coverage satisfactory to the Town to protect the Third Party and the Town from any claims, actions or demands arising from the pursuance or purported pursuance of the work being performed by such Third Party.
  - (h) That, at the option of the Town, the Developer will ensure that the Third Party shall carry a Labour and Materials Payment Bond in the amount of Fifty percent (50%) of the contract price.

## **9. COMPLIANCE WITH ALL PLANS AND SPECIFICATIONS**

- 9.1 The Developer shall, at all times during the construction and installation of the Municipal Improvements comply fully with all terms, conditions, provisions, covenants and details as may be set out in the Plans, as approved by the Town, and such terms and conditions as may otherwise be required pursuant to this Agreement or be agreed upon in writing between the Town and the Developer.
- 9.2 The provisions of this Agreement shall be additional to and not in substitution for any law, whether Federal, Provincial or Municipal, prescribing requirements relating to construction standards and the granting of development, building and occupancy permits.

## **10. ACCEPTANCE OF MUNICIPAL IMPROVEMENTS TRANSFER OF MUNICIPAL IMPROVEMENTS TO TOWN**

- 10.1 For purposes of this Section, the Town and the Developer agree that no Municipal Improvement shall be considered complete unless and until:
- (a) the Municipal Improvement has been fully constructed and installed in accordance with the approved Plans;
  - (b) the Municipal Improvement has been constructed and installed in accordance with the Construction and Infrastructure Design Standards and accepted engineering and constructed practices;
  - (c) all testing has been completed and the results approved by the Town;
  - (d) all easements, utility rights-of-way and restrictive covenants have been registered in a form acceptable to the Town;
  - (e) all Public Properties which have been disturbed or damaged have been fully restored by the Developer; and
  - (f) the Municipal Improvement is suitable for the purpose intended.
- 10.2 When the Developer claims that the Municipal Improvements have been constructed and installed in accordance with the requirements of this Agreement, then the Developer shall give notice in writing of such claimed completion to the Town by submitting the Construction Completion Certificate(s). All of the information must also be provided on a disk(s) in AutoCAD format. All features such as hydrants, valves, catch basins, manholes, tees, bends, crosses, etc. shall be identified by a node (point) under its appropriate layer. All appropriate features will show its symbol located on its appropriate node. All lines shall be drawn from a node to the next node as one line under its appropriate layer
- 10.3 Within SIXTY (60) days of receipt of such claim of completion, the Town may undertake an inspection of the Municipal Improvements or may rely on certified as-built drawings of the Municipal Improvements and shall notify the Developer in writing of its acceptance of the Municipal Improvements by issuing the Construction Completion Certificate(s) or of its rejection of the Municipal Improvements so completed.
- 10.4 Notwithstanding paragraph 10.3, the Town may give notice to the Developer of the Town's inability to conduct an inspection within the said SIXTY (60) days due to adverse site or weather conditions, and in such an event the time limit for such an inspection shall be extended until THIRTY (30) days following the elimination of such adverse site or weather conditions.
- 10.5 It is understood and agreed between the Developer and the Town that the notices required under paragraphs 10.2 and 10.3 shall be given only between the Town and the Developer and in no event shall either the Town or the Developer give such notices through any contractor or sub-trade which may be engaged by the Developer in the construction of the Municipal Improvements.
- 10.6 In the event that any inspection contemplated in paragraph 10.3 or 10.4 reveals any deficiencies (ordinary wear and tear excepted) in relation to a particular Municipal Improvement, the Town may refuse to issue a Construction Completion Certificate for the Municipal Improvement and require the Developer to repair or replace the whole or any portion of any such Municipal Improvements; PROVIDED, that upon completion of the repairs or replacement required to correct any such deficiencies, the Developer may request a further inspection and issuance of a Construction Completion Certificate.

- 10.7 It is understood and agreed between the Developer and the Town that the Town shall be at liberty in its sole discretion to issue a written conditional Construction Completion Certificate for the Municipal Improvements and such Certificate shall be conditional upon the completion of minor deficiencies by the Developer within a time specified by the Town; PROVIDED, that the commencement of the Guarantee Period in relation to any such deficiency, if rectified within THIRTY (30) days, shall be back-dated to the date of the said conditional Construction Completion Certificate; AND PROVIDED FURTHER, that the Guarantee Period in relation to any such deficiency, if not rectified within the said THIRTY (30) days, shall not commence until such time as such deficiency has been rectified by the Developer and received acceptance of the Town in accordance with this Agreement.
- 10.8 Within not more than NINETY (90) days nor less than SIXTY (60) days prior to the expiration of any Guarantee Period for the Municipal Improvements the Developer shall give notice to the Town of expiration of the Guarantee Period for the Municipal Improvements and the Developer shall request a Final Acceptance in respect to the Municipal Improvements.
- 10.9 Within SIXTY (60) days of the receipt by the Town of a request for a Final Acceptance Certificate, the Town shall undertake an inspection of the Municipal Improvements and the Town shall within the said SIXTY (60) days advise the Developer in writing of any deficiencies (ordinary wear and tear excepted) in relation to the Municipal Improvements; PROVIDED, that the provisions of paragraph 10.4 shall also apply to any request for the issuance of a Final Acceptance Certificate.
- 10.10 In the event that any inspection contemplated in paragraph 10.9 reveals any deficiencies (ordinary wear and tear excepted) in relation to a particular Municipal Improvement the Town may refuse to issue the Final Acceptance of the Municipal Improvements and require the Developer to repair or replace the whole or any portion of any such Municipal Improvements; PROVIDED, that upon completion of the repairs or replacement required to correct any such deficiencies, the Developer may request that a further inspection and issuance of a Final Acceptance Certificate.
- 10.11 In the event that any inspection contemplated in paragraph 10.9 reveals that there are no deficiencies in relation to the Municipal Improvements, the Town shall issue in writing its Final Acceptance Certificate for the Municipal Improvements.
- 10.12 It is understood between the Town and the Developer that the Town shall be at liberty to issue a conditional Final Acceptance for the Municipal Improvements and such acceptance shall be conditional upon the completion of minor deficiencies by the Developer within THIRTY (30) days.
- 10.13 Upon the issuance of a Construction Completion Certificate by the Town for the Municipal Improvements, the Developer hereby acknowledges that all right, title and interest in the Municipal Improvements (excluding facilities owned by private utility companies) located on or under Public Properties (including utility rights-of-way and easement areas) vests in the Town without any cost or expense to the Town therefor, and the Municipal Improvements shall become the property of the Town.
- 10.14 Notwithstanding anything contained in this Agreement to the contrary, the Developer acknowledges and agrees that the Guarantee Period for the Municipal Improvements shall not expire before the issuance of a Final Acceptance Certificate for the Municipal Improvements by the Town to the Developer; PROVIDED, that in the event that either party refers to arbitration the Developer's right to the issuance of a Final Acceptance Certificate for the Municipal Improvement, the arbitrator shall, in accordance with the terms of this Agreement, determine the date upon which any such Final Acceptance Certificate is to be effective.
- 10.15 Following the issuance of a Construction Completion Certificate for the Municipal Improvements, the Town agrees that it shall assume the normal operation and maintenance (excluding repairs or matters arising from inadequate or deficient design or construction) of the Municipal Improvements excluding landscaping, fencing and facilities owned by private utility companies.



- 10.16 The Town and the Developer agree that the Developer may apply for FIVE (5) separate Construction Completion Certificates and Final Acceptance Certificates, and the Town may issue FIVE (5) separate Construction Completion Certificates and Final Acceptance Certificates, for underground Municipal Improvements, landscaping, and above ground Municipal Improvements as follows:

Underground Municipal Improvements  
Storm Water Management System, Water System and Sanitary System

Above Ground Municipal Improvements  
Roadway, Paving and Surface Works Sidewalk, Curb and Gutter Services

Stage 3 – Landscaping  
Including but not limited to Boulevard and other Public Area Landscaping

- 10.17 The Town and the Developer agree, notwithstanding the issuance of a Final Acceptance Certificate for the Municipal Improvements, that the Developer shall be responsible, for a period of FIVE (5) years following the issuance of a Final Acceptance Certificate for the Municipal Improvements, to repair or replace any of the Municipal Improvements where there were any hidden or latent defects (which were reasonably not detected by inspections or tests actually undertaken) in any of the Municipal Improvements which were not discovered prior to the issuance of the Final Acceptance Certificate.

## **11. MAINTENANCE OF MUNICIPAL IMPROVEMENTS BY DEVELOPER**

- 11.1 The Guarantee Period in respect to any of the Municipal Improvements shall commence with the Town's written Construction Completion Certificate for any such Municipal Improvements in good condition and repair (ordinary wear and tear excepted), and the Developer shall subject to Paragraph 10.15 repair or replace the whole or any portion thereof during such Guarantee Period where such repair or replacement is required, as determined by the Town, as a result of any cause other than the neglect by the Town, its servants, agents or contractors in the use and operation thereof.
- 11.2 The Developer acknowledges and agrees that prior to the issuance of a Final Acceptance Certificate for any landscaping work, or portion thereof, the Town shall be entitled to require the Developer to replace any trees, shrubs or grass which may have died or failed to achieve proper growth, as determined by the Town in its discretion; AND FURTHER, the Town shall be entitled to require the replacement or repair of any other landscaping works such as berming, noise attenuation, fencing or screen fencing which is not in accordance with the Plans as a result of any cause other than neglect by the Town, its servants, agents or contractors in the use and operation thereof.
- 11.3 The Developer covenants that it shall fully comply with the Construction and Infrastructure Design Standards and accepted engineering and construction practices, in undertaking and completing the repair or replacement of any of the Municipal Improvements pursuant to the requirements of this Section.
- 11.4 The Developer agrees that in the event of any emergency arising during the Guarantee Period, the Town being the sole judge of what constitutes an emergency, then the Town shall have the right in its discretion to undertake any repair or remedial work to the Municipal Improvements deemed necessary or appropriate by the Town and all costs and expenses incurred by the Town in that regard shall be paid by the Developer to the Town upon demand.
- 11.5 The Town and the Developer agree that during the Guarantee Period that the Town shall perform the normal maintenance requirements of the Town respecting the cleaning and flushing of sanitary sewers, where applicable; PROVIDED, that the Town's costs and expenses of the final cleaning and the removal of obstructions, immediately prior to the issuance of the Final Acceptance Certificate, shall be paid by the Developer to the Town before the Final Acceptance Certificate is issued.

- 11.6 The Developer covenants that during the Guarantee Period that the Developer shall be responsible, at the Developer's own cost and expense, for adjusting and maintaining all hydrants, valve boxes (for both hydrants and mains) and appurtenances thereto until the Town has assumed responsibility for the maintenance of roadways as provided in this Agreement.
- 11.7 The Developer covenants and agrees that in the event that the Town is of the opinion that any repair or replacement required during the Guarantee Period is of a major nature, the Town shall be entitled, in its discretion, to require a further full Guarantee Period for the particular Municipal Improvement, or portion thereof, and such further Guarantee Period shall commence upon the Town issuing a Construction Completion Certificate for the repair or replacement work.

## **12. UTILITY EASEMENTS AND OTHER INSTRUMENTS**

- 12.1 The Plans, as approved by the Town, shall designate rights-of-way of widths adequate to the needs of the Town and utility companies, for the construction and installation of Municipal Improvements and services, natural gas, power, and telephone service to the Development Area, and for storm drainage systems, and shall be of a width and in such locations as required by the Town.
- 12.2 Upon registration of a Plan of Subdivision, and prior to the sale of any lots within the Development Area covered by the Plan of Subdivision, the Developer shall grant to the Town easements or utility rights-of-way for such purposes and shall register or cause to be registered such easements or utility rights-of-way contemporaneously with the registration of the Plan of Subdivision.
- 12.3 The Developer shall within ONE (1) month of registration of the Plan of Subdivision, and prior to the sale of any lots within the Development Area, provide to the Town proof of the registration of all easements and utility rights-of-way required by the Town.
- 12.4 The Developer agrees that the easements and utility rights-of-way shall be in a form acceptable to the Town and shall be a first charge (excepting other easements and utility rights-of-way) and that the Developer shall obtain and register postponements of all liens, charges and encumbrances in favour of the easements.
- 12.5 Such easements or utility rights-of-way shall provide that the Town shall have the right either:
- (a) to assign all or any parts of the rights thereby granted to operators of the respective utilities; or
  - (b) to grant permits or licenses to install, repair and replace gas, power and telecommunication lines, and all drainage systems.
- 12.6 The Developer covenants that it shall register or cause to be registered against the Development Area or other lands controlled by the Developer, in a form acceptable to the Town, restrictive covenants and other instruments which are required by any subdivision approval for the Development Area or otherwise required under the terms of this Agreement.

## **13. MUNICIPAL SERVICES**

- 13.1 As lots are developed in parts of the Development Area, the Town will provide thereto, as required, subject to the terms of this Agreement, all municipal services which are normally supplied to all other similar parts of the Town and to the same standards and costs, subject to such limitations that may be imposed by reason of the progress of the Developer's work or the availability of such services.
- 13.2 The Developer shall, at all times after any premises within the Development Area are occupied and used, provide and ensure continuous roadway access to such occupied premises.

## **14. FENCING**

- 14.1 The Developer shall, at its own expense, as part of the development of the Development Area, construct fences of the type hereinafter referred to where required by the Town, including public utility lots and walkways, as shown in yellow on Schedule "B" of this Agreement.
- 14.2 All fences to be constructed by the Developer pursuant to the requirements hereof shall be of uniform design and the design and construction thereof shall be subject to the approval of the Town.
- 14.3 Any uniform fencing as contemplated herein which is wholly located upon Public Properties and does not abut upon other properties, shall be maintained by the Developer during the Guarantee Period as provided in this Agreement.
- 14.4 Any uniform fencing which is intended to separate Public Properties from other lands shall be constructed wholly upon such other lands and shall not be constructed on the boundary line between the Public Properties and the other lands.
- 14.5 Any uniform fencing which is not wholly located upon Public Properties shall be maintained by the Developer until the expiration of the Guarantee Period for such uniform fencing and thereafter shall be maintained by the owners of the properties upon which the uniform fencing is located, and further, in order to ensure the maintenance obligations of such owners, the Developer shall, prior to selling or transferring any such properties, register against such properties a restrictive covenant, in a form acceptable to the Town, which shall impose such maintenance obligations upon the future owners of such properties.
- 14.6 The Developer covenants that in addition to the requirements of any permanent fencing within the Development Area, that the Developer shall prior to the issuance of a Construction Completion Certificate for the above ground Municipal Improvements, at the Developer's own cost and expense, construct and maintain temporary fencing of a type and to a standard acceptable to the Town around all municipal and environmental reserve parcels within the Development Area.

## **15. MAINTENANCE OF BOULEVARDS AND OTHER PUBLIC AREAS**

- 15.1 The Developer shall be responsible, at the Developer's expense, save as hereinafter specifically limited, to maintain the Developer's lands and all Public Properties within the Development Area in such condition as may be reasonably required by the Town, by mowing grass thereon, and eliminating weeds, refuse, litter and undesirable vegetation.
- 15.2 Where the Developer has sold a lot (and transferred possession) within the Development Area, the Developer's obligations under paragraph 15.1, in respect only to such lot, shall cease.
- 15.3 The Developer covenants and agrees that it shall, at the Developer's own cost and expense, be responsible for the cleanup and removal of all construction debris, foreign material and dirt from all Public Properties, including roadways, within and adjacent to the Development Area, subject to the following conditions:
  - (a) it shall be the responsibility of the Developer to monitor the condition of Public Properties and take immediate action as necessary to comply with the provisions of this paragraph; and
  - (b) in the event that the Town considers that any cleanup or removal of construction debris, foreign material or dirt is required, the Developer shall, within FORTY-EIGHT (48) hours of receiving notice from the Town, take all necessary action as determined by the Town, failing which, the Town may take action and charge back all costs and expenses to the Developer.
- 15.4 The Town shall assume the normal maintenance of all other Public Properties which have been seeded to grass, such as parks, buffer strips, and the like, after satisfactory germination and establishment of grass sown by the Developer on such Public Properties, and after the expiration of the Guarantee Period.

## **16. OVERSIZING AND SHARING OF SERVICING COSTS**

- 16.1 The Developer recognizes and agrees that the Development within the Development Area will benefit from the oversizing or construction of Municipal Improvements which have been or will be constructed by parties other than the Developer in areas adjacent to the Development Area and other benefiting areas, and therefore, the Developer agrees that it shall bear and pay its proportionate share of such other Municipal Improvements as determined in the discretion of the Town.
- 16.2 Unless otherwise specifically provided within Schedule "F" attached to this Agreement, the Developer's proportionate share of existing or currently contemplated oversizing be calculated and paid at the time of, or as part of the satisfaction of a condition of, the Town's issuance of the applicable development permit, and in any event prior to Commencement of Construction. Any deferral of payment of oversizing costs by the Developer beyond the above-noted deadlines shall be subject to specific agreement between the Town and the Developer as contained within Schedule "F" attached to this Agreement, and such conditions or other requirements that maybe imposed therein (including, without restriction, the requirement for security for payment, and/or registration and reliance upon the charge contained within paragraph 20.2 of this Agreement). If at the time of the issuance of the applicable development permit the Town has not calculated or imposed oversizing costs, and subsequently the Town imposes such charges, nothing in this Agreement precludes the Town from collecting the Developer's proportionate share of oversizing costs at that time or at any further development or subdivision.
- 16.3 In the event that the Developer's proportionate share of existing or currently contemplated oversizing is capable of being determined as of the date of this Agreement, the Developer's proportionate share for such existing or currently contemplated oversizing shall be as shown within Schedule "F" attached to this Agreement. Otherwise, the method of calculating the Developer's proportionate share of such Municipal Improvements constructed by other parties shall be determined solely by the Town in accordance with good engineering and construction practices, the provisions of any relevant bylaws of the Town and in accordance with any agreements which the Town has entered into, or may enter into, with contractors, other developers or other persons in respect to the construction of such Municipal Improvements.
- 16.4 Nothing in this Agreement shall preclude the Town from levying in a lawful manner any special frontage assessment or uniform unit rate assessment or special local benefit assessment for the construction, expansion or extension of Municipal Improvements, other than such Municipal Improvements or portions of such Municipal Improvements, which are covered by the provisions of this Section 16.
- 16.5 The Developer, in constructing the Municipal Improvements as contemplated herein, shall bear the costs of oversizing and extending Municipal Improvements designed and installed to accommodate future developments on land adjacent to the Development Area and other benefiting areas, and shall design, construct and install the Municipal Improvements so that such future developments can utilize or benefit from such oversizing or extensions. The Town's requirements for oversizing shall be evidenced within the additional provisions contained within Schedule "D" attached to this agreement, within the Design Standards, or otherwise required to be shown within the Developer's Plans at the time of the Town's review and approval.
- 16.6 The costs of the oversizing or extensions contemplated in paragraph 16.5 shall be shared costs and the Town and the Developer acknowledge that the Developer shall be entitled to recover such shared costs in accordance with this Agreement.

- 16.7 The Town shall not be responsible for payment of any portion of the shared costs, except as may be specifically provided elsewhere in this Agreement, or except in respect to lands owned or acquired by the Town, but the Town shall use reasonable efforts to give such assistance to the Developer as it can legally give in the recovery of shared costs by making it a term of any Development Agreement between the Town and owners of any future benefiting developments that such owners pay their proportionate share of such shared costs to the Developer and by requiring payment of the same by such owners as a condition of the use of the Municipal Improvements or as a condition of the approval of any development applications.
- 16.8 The Developer shall, so soon as reasonably possible, provide the Town with the details of the costs of oversizing or extension of the Municipal Improvements that accommodate future development on land adjacent to the Development Area and in other benefiting areas for approval by the Town, and upon the Town approving the said details, the same shall govern for the purpose of determining the amount of shared costs to be paid by such benefiting owners pursuant to paragraph 16.7.
- 16.9 The Town agrees that in the event any land adjacent to the Development Area, and other benefiting areas which may benefit from the Municipal Improvements oversized or extended by the Developer, is intended to be developed and the Town is advised of any such development, the Town will endeavor to notify the Developer in writing of the intended development. The Developer agrees that upon notice of such intended development being sent by the Town, the Developer shall notify the Town in writing of any claims it has in writing under this Agreement for recovery of shared costs with detailed calculations setting out the amount claimed by the Developer. Until such notice has been delivered by the Developer to the Town, the Town shall not be required to request from the owners of adjacent lands the payment to the Developer of the shared costs attributable to the lands intended to be developed. Upon receipt of any such notice from the Developer to the Town, the Town will take the steps contemplated by this Agreement to facilitate the recovery by the Developer of the applicable shared costs.
- 16.10 The Town agrees that in calculating any shared costs payable to the Developer, the Town shall include interest, calculated from the date of Construction Completion of all of the Municipal Improvements, compounded annually, at the Prime Rate plus TWO (2%) per cent; PROVIDED, that interest shall cease to accrue FIVE (5) years from the date of the issuance of Construction Completion Certificates for all of the Municipal Improvements.
- 16.11 For purposes of calculating interest payable under paragraph 16.10, the Prime Rate established on the first business day of a particular month shall be utilized and shall be deemed to be the Prime Rate for that entire month.
- 16.12 Due to the potential for significant passage of time between the development of the Development Area and the development of other properties, and the corresponding potential for change in development and servicing needs in the near and long term (including, without restriction, alternative servicing based upon proper planning and servicing principles), some oversized Municipal Improvements becoming obsolete or require replacement or renewal prior to payment of all potential proportionate shares by other developers. For these reasons, as well as the lack of further and other development in general, there shall always exist the potential for adjacent or other lands never becoming benefited by some oversized Municipal Improvements. Consequently, and notwithstanding the foregoing and anything to the contrary contained within this Agreement, the Town can not and will not guarantee eventual recovery of proportionate shares of oversizing costs.
- 16.13 The decision of the Town shall be final and binding on all parties relative to cost recovery under this Agreement.

## 17. LEVIES AND FEES

- 17.1 The Developer agrees that the Development Area will benefit from new or expanded off-site water, sanitary sewer, roadway and storm drainage facilities which will be utilized to provide municipal services to the Development Area, and accordingly, the Developer covenants and agrees to pay to the Town off-site levies as established by the Town.
- 17.2 The Developer covenants and agrees that the off-site levies currently established by the Town and payable by the Developer to the Town are the amounts specified in Schedule "G" of this Agreement and that off-site levies, subject to paragraph 17.3, shall be paid prior to release of building permits.
- 17.3 The Developer acknowledges that the amounts of the off-site levies specified in Schedule "G" are subject to adjustment by the Town and the Developer and the Town further covenant and agree that the following provisions shall apply:
- (a) that in the event that at the time of the payment of an off-site levy for the Development Area, the Town has not as yet established the off-site levies for the applicable calendar year:
    - (i) the Developer, at the time a payment is required, shall pay off-site levies to the Town equal to levies based upon the amounts specified in Schedule "G", or levies based upon the amounts established for the previous calendar year, whichever is greater;
    - (ii) within THIRTY (30) days of the new off-site levies being established by the Town for the applicable calendar year, the amount of the off-site levies shall be adjusted upward or downward and the difference shall be paid by the Developer to the Town, or paid by the Town to the Developer, as the case may be;
  - (b) that the amount of the off-site levies shall only be adjusted in accordance with the provisions of the Town's off-site levy by-law which shall be a by-law of general application which shall establish the various off-site levies applicable to similar types of development within the Town.
- 17.4 Inasmuch as the Town will incur costs and expenses in the checking of the Plans for the Municipal Improvements and costs and expenses for the testing and inspection of the Municipal Improvements, and inasmuch as such costs and expenses are properly part of the costs of constructing and installing the Municipal Improvements and should properly be borne by the Developer, the Town and the Developer agree:
- (a) the Developer shall, upon the execution of this Agreement, pay to the Town, subject to adjustment as provided herein, approval and inspection fees as set forth in Schedule "G" for each hectare within the Development Area.
- 17.5 The Developer acknowledges that the amount of the approval and inspection fees specified in Schedule "G" are subject to adjustment by the Town and the Developer and the Town further covenant and agree that the following provisions shall apply:
- (a) that in the event that at the time of the payment of the approval and inspection fees the Development Area the Town has not as yet established the approval and inspection fees for the applicable calendar year:
    - (i) the Developer, at the time a payment is required, shall pay approval and inspection fees to the Town in an amount equal to fees calculated on the basis of the rate per gross hectare specified in Schedule "G", or fees calculated on the basis of the rate per gross hectare established by the Town for the previous calendar year, whichever is greater.

- (ii) within THIRTY (30) days of the new approval and inspection fees being established by the Town for the applicable calendar year, the amount of the payment shall be adjusted upwards or downwards and the difference shall be paid by the Developer to the Town, or paid by the Town to the Developer, as the case may be;
- (b) that the amount of the approval and inspection fees shall only be adjusted so that the new approval and inspection fees are of general application to similar types of development within the Town.

## **18. INTEREST ON MONIES OWED TO TOWN**

- 18.1 Except as otherwise specifically provided in this Agreement, all sums or monies owed by the Developer to the Town shall bear interest calculated semi-annually and calculated from the date upon which such sum or monies are due and payable and such interest shall be calculated at the rate set out in the Town of Carstairs Rates Bylaw No. 1026, as amended from time to time.
- 18.2 In the event that the Town, pursuant to this Agreement, is holding any monies, for the purposes of security, belonging to the Developer, the Town shall invest such monies and upon the Town returning such monies, the Developer shall be entitled to both the principal amount and interest thereon at the Prime Rate less TWO (2%) percent (less any amounts lawfully owing from the Developer to the Town).
- 18.3 For purposes of calculating interest under paragraphs 18.1 and 18.2, the Prime Rate established on the first business day of a particular month shall be utilized and shall be deemed to be the Prime Rate for that entire month.

## **19. AMOUNTS PAYABLE UNDER THIS AGREEMENT**

- 19.1 The Developer acknowledges and agrees that the Town and the Developer are properly and legally entitled to make provision in this Agreement, for the purposes specified herein, for the payment by the Developer to the Town of the various sums prescribed in this Agreement, AND FURTHER:
  - (a) The Developer acknowledges and agrees that the Agreement by the Developer to pay the said sums is an inducement offered by the Developer to the Town to enter into this Agreement;
  - (b) The Developer acknowledges that the Town has agreed to enter into this Agreement on the representation and agreement by the Developer to pay to the Town the sums specified in this Agreement;
  - (c) The Developer agrees that the Town is fully entitled in law to recover from the Developer the sums specified in this Agreement;
  - (d) The Developer hereby waives for itself and its successors and assigns any and all rights, defences, actions, causes of action, claims, demands, suits and proceedings of any nature or kind whatsoever, which the Developer has, or hereafter may have, against the Town in respect to the Developer's refusal to pay the sums specified in this Agreement;
  - (e) The Developer for itself and its successors and assigns hereby releases and forever discharges the Town from all actions, claims, demands, suits and proceedings of any nature or kind whatsoever which the Developer has, or may hereinafter have, if any, against the Town in respect to any right or claim, if any, for the refund or repayment of any sums paid by the Developer to the Town pursuant to this Agreement.

19.2 The Town and the Developer agree that any amounts of money presently or hereafter owing by the Developer to the Town pursuant to the provisions of this Agreement, whether by way of a liquidated or unliquidated claim, and howsoever arising, shall be a charge and encumbrance against the lands described in Schedule "A" of this Agreement, and further, that the Town shall be entitled to recover any such monies owing, together with all costs on a solicitor and client basis, by enforcing the charge and encumbrance against the lands described in Schedule "A" of this Agreement.

## **20. DEFAULT BY THE DEVELOPER**

- 20.1 In the event that the Town claims that the Developer is in default in the observance and performance of any of the terms, covenants or conditions of this Agreement, the Town may give the Developer THIRTY (30) days' notice in writing of such claimed default and requiring the Developer to rectify same within the said period of THIRTY (30) days.
- 20.2 If the Developer denies that it is in default as claimed in such notice, the Developer shall within TEN (10) days of receipt of such notice request a reference to arbitration pursuant to the provisions of Section 22-- hereof. If the Arbitrator confirms the claimed default, the Developer shall, notwithstanding the provisions of paragraph 20.1, have a period of THIRTY (30) days from the receipt of the arbitration ruling within which to rectify such default.
- 20.3 The Developer agrees that in the event that the Town has given the Developer written notice of default and the Developer does not, within TEN (10) days of receipt of the written notice, dispute that it is in default, then the Developer shall conclusively be deemed to have acknowledged the default.
- 20.4 Notwithstanding anything to the contrary herein, in the event that the Town, in its discretion, considers it necessary to undertake any immediate work in connection with the construction, installation or repair of the Municipal Improvements in a situation which the Town considers to be an emergency, the Town shall notify the Developer of such situation and shall be entitled to then cause such work to be done; PROVIDED, that upon completion of said emergency work, the Town shall give notice in writing to the Developer if the Town claims that such repair work was made necessary by reason of a default on the part of the Developer in the observance or performance of the terms, covenants and conditions of this Agreement, and if the Developer denies the claimed default, it shall within TEN (10) days request a reference to arbitration pursuant to the provisions of Section 22 hereof.
- 20.5 The Developer agrees that the Town shall, for purposes of undertaking any emergency work, have free and uninterrupted access to all portions of the Development Area and any other areas under the control of the Developer and that the Town shall not be hindered nor restricted in any manner whatsoever in obtaining or exercising such right of access.
- 20.6 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.
- 20.7 The Town and the Developer agree that any rights and remedies available to the Town whether specified in this Agreement or otherwise available at law, are cumulative and not alternative and the Town shall be entitled to enforce any right or remedy in any manner the Town deems appropriate in its discretion without prejudicing or waiving any other right or remedy otherwise available to the Town.

## **21. ARBITRATION**

- 21.1 Subject to any other provisions of this Agreement to the contrary, 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 refer such dispute or difference to arbitration in accordance with the provisions of this Agreement.



- 21.2 Arbitration hereunder shall be by a reference to an independent person to be selected jointly by the Town and the Developer, and his decision shall be final and binding. In the event that the Town and the Developer shall fail to agree on an arbitrator within FORTY-EIGHT (48) hours of either party giving to the other party notice of a dispute or difference pursuant to paragraph 22.1 hereof, then an application shall be made to a Justice of the Court of Queen's Bench of Alberta to select the arbitrator.
- 21.3 All charges, fees and expenses of the arbitrator shall be borne and paid by the Town or the Developer, or proportionately by both the Town and the Developer, depending upon their respective fault as found by the arbitrator.
- 21.4 Nothing in this Agreement shall authorize any reference to arbitration as to any matter or question which under this Agreement is expressly or by implication required or permitted to be decided by the Town, the Committee of the Whole or the Council of the Town or as to the grounds upon which, or the mode in which, any opinion may have been formed or discretion exercised by the Town, the Committee of the Whole or the Council of the Town. In any such instance the discretion, decision, opinion or determination of the Town, the Committee of the Whole or the Council of the Town, as the case may be, shall be final and binding upon the Developer.

## **22. INDEMNITY AND SECURITY**

- 22.1 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 in pursuance or purported pursuance of this Agreement.
- 22.2 The Developer covenants and agrees that it shall carry comprehensive liability insurance and that the following provisions shall apply to such insurance:
- (a) the Town shall be a named insured in all public liability policies;
  - (b) all policies shall provide that an event of default on the part of the Developer, its servants or agents, shall not be an event of default on the part of the Town;
  - (c) none of the policies shall be cancelled unless THIRTY (30) days prior written notice of cancellation is first given to the Town;
  - (d) copies of all policies of insurance shall immediately be provided to the Town upon written request by the Town;
  - (e) the insurance policies shall have the following minimum limits of coverage: *(Recommend confirming sufficiency of amounts with the Town insurer)*
    - (i) Public Liability or Property Damage - Bodily Injury - each person TWO MILLION (\$2,000,000.00) DOLLARS; each accident FOUR MILLION (\$4,000,000.00) DOLLARS - Property Damage (aggregate) each accident FIVE HUNDRED THOUSAND (\$500,000.00) DOLLARS; (these amounts may need to be increased)
    - (ii) Automobile Public Liability and Third Party Property Damage - Owned and Non-Owned Vehicles – Bodily Injury - each person TWO MILLION (\$2,000,000.00) DOLLARS; each accident FOUR MILLION (\$4,000,000.00) DOLLARS - Property Damage, each accident FIVE HUNDRED THOUSAND (\$500,000.00) DOLLARS.
- 22.3 In order to ensure to the Town full compliance by the Developer with the terms, covenants and conditions of this Agreement, the Developer hereby covenants and agrees that it shall deliver and deposit with the Town security in the form hereinafter prescribed and that the following provisions, inclusive of Schedule "H", shall apply to determining the amount of the security and the time or times at which the security shall be deposited with the Town:

- (a) the security shall be deposited by the Developer with the Town upon the execution of this Agreement;
- (b) the security provided shall be an amount equal to the sum of the following amounts:
  - (i) FIFTY (50%) percent of the estimated costs of constructing and installing Municipal Improvements listed in paragraphs (a), (b), (c), (d), (e), of Schedule "C" attached to this Agreement which shall be reduced to TEN (10%) Percent after the issuance of CCC's;
 

ONE HUNDRED (100%) percent of the estimated costs of constructing and installing Municipal Improvements listed in paragraphs (f), (k), (m), (n), of Schedule "C" attached to this Agreement which shall be reduced to FIFTY (50%) Percent after issuance of the CCC's;

ONE HUNDRED AND FIFTY (150%) percent of the estimated costs of constructing and installing Municipal Improvements listed in paragraphs (j), (l), (p), of Schedule "C" attached to this Agreement which shall be reduced to ONE HUNDRED (100%) Percent after the issuance of CCC's; and

FIFTY (50%) percent of the estimated costs of constructing and installing Municipal Improvements listed in paragraphs (g), (h), (i), (o), of Schedule "C" attached to this Agreement which shall be reduced to ZERO (0%) Percent after the issuance of the CCC's; and
  - (c) for purposes of this paragraph 22.3, the estimated costs for the Municipal Improvements shall be determined as follows:
    - (i) where actual tendered costs are available, the tendered costs shall be used;
    - (ii) where actual tendered costs are not available, the Developer's Consultant shall prepare cost estimates which shall be submitted to the Town for approval, and if approved by the Town, such cost estimates shall be used.

- 22.4 It is understood and agreed by the Developer that the Developer shall, during the currency of this Agreement (including the Guarantee Period for the Municipal Improvements prescribed by this Agreement), maintain in full force and effect all security and liability insurance prescribed herein.
- 22.5 The said security as above referred to shall consist of an Irrevocable Letter of Credit issued by a Chartered Bank or the Treasury Branch, or such other security as may be approved by the solicitors for the Town; PROVIDED, that all security shall be in terms and form to be approved by the Town's solicitors as per schedule M.
- 22.6 Any Irrevocable Letter of Credit provided as security by the Developer shall contain a covenant by the issuer that if the issuer has not received a release from the Town SIXTY (60) days prior to the expiry date of the security, then the security shall automatically be renewed, upon the same terms and conditions, for a further period of ONE (1) year.
- 22.7 Any security or insurance herein required to be deposited by the Developer may be required to be increased or decreased by the Town upon written notice to the Developer at any time during the currency of this Agreement if it shall appear to the Town in its discretion that the security or insurance deposited is excessive or insufficient in relation to the costs or protection to the Town, for which security or insurance has been provided.

22.8 The amount of security and insurance to be provided by the Developer to the Town may, in the sole and absolute discretion of the Town, be reduced on application by the Developer upon the Developer having received a Construction Completion Certificate or Final Acceptance Certificate for the Municipal Improvements so completed; PROVIDED, that, after the issuance of any Construction Completion Certificates and prior to the issuance of Final Acceptance Certificates for all of the Municipal Improvements, the security shall not be less than the amounts set out in section 22.3 (b) of this agreement based on the estimated costs of constructing and installing the municipal services.

22.9 In the event that the Town is of the opinion that:

- (a) a default by the Developer has not been rectified by the Developer in accordance with the provisions of this Agreement.
- (b) a default by the Developer has been rectified by the Town in accordance with the provisions of this Agreement and the Developer has failed to pay the costs and expenses of such rectification within THIRTY (30) days after receipt from the Town of an account therefor;
- (c) emergency repair work has been done to Municipal Improvements by the Town in accordance with the provisions of this Agreement and the Developer fails to pay the costs and expenses of such repair work within THIRTY (30) days after receipt from the Town of an account therefor;
- (d) the Developer by any act or omission is in default of any term, condition or covenant of this Agreement;
- (e) the security to be provided by the Developer to the Town pursuant to this Agreement is due to expire within a period of SIXTY (60) days and the Developer has not deposited with the Town a renewal or replacement of such security in terms and form acceptable to the Town's solicitors; the Town may invoke the provisions of this Section, and make demands as payee and beneficiary under the Irrevocable Letter of Credit provided by the Developer to the Town pursuant to the requirements of this Agreement.

22.10 In the event that the Town has negotiated or called upon the security to be deposited by the Developer with the Town in circumstances where the said security was due to expire within the said SIXTY (60) day period, then the Town shall be entitled to hold any funds thereby obtained in lieu of the security which has been negotiated or called upon.

22.11 In the event that the Town has negotiated or called upon the security to be deposited by the Developer with the Town, the Town may, at its option and discretion, use any funds thereby obtained in any manner the Town deems fit to discharge the obligations of the Developer pursuant to this Agreement.

## **23. DELIVERY OF DOCUMENTS TO TOWN**

23.1 Prior to the issuance of a Construction Completion Certificate for the above ground Municipal Improvements, the Developer shall, in addition to the requirements specified elsewhere in this Section, deliver to the Town all other documentation and information relating to the development of the Development Area which the Town considers, in its discretion, necessary or desirable for the delivery of municipal services to the Development Area and the Developer agrees that not less than thirty (30) days prior to its application for a Construction Completion Certificate for the above ground Municipal Improvements that the Developer shall request from the Town a list of all documents and information required by the Town.

23.2 Forthwith upon the completion of the construction and installation of the Municipal Improvements and the issuance of a Construction Completion Certificate, the Developer shall, not later than SIX (6) months prior to the expiration of the Guarantee Period, deliver to the Town all inspection and testing records and "as built" Plans and records, as herein required, in a form and to standards specified by the Town which may include paper form, reproducible nylon, video tapes, computer records or design, or any other form required by the Town. The Final Acceptance Certificate shall not be issued prior to the expiration of the Guarantee Period.

## **24. COMPLIANCE WITH LAW**

24.1 The Developer shall at all times comply with all Federal, Provincial and Municipal legislation, regulations, bylaws and resolutions relating to the development of the Development Area by the Developer.

24.2 This Agreement does not constitute approval of any subdivision and is not a development permit, building permit nor other permit granted by the Town, and it is understood and agreed that the Developer shall obtain all approvals and permits which may be required by the Town or by any other governmental authority.

24.3 Where anything provided for herein cannot lawfully be done without the approval or permission of any authority, person or board, the rights or obligations to do it do not come into force until such approval or permission is obtained; PROVIDED, that the parties will do all things necessary by way of application or otherwise in an effort to obtain such approval or permission.

24.4 If any provision hereof is contrary to law, the same shall be severed and the remainder of this Agreement shall be of full force and effect.

## **25. LAW OF ALBERTA APPLICABLE**

25.1 The validity and interpretation of this Agreement and of each clause and part hereof shall be governed by the laws of the Province of Alberta.

## **26. FURTHER ASSURANCES**

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

## **27. WAIVER**

27.1 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 any other covenant or provision of this Agreement.

## **28. NOTICES**

- 28.1 Whenever under the provisions of this Agreement any notice, demand or request is required to be given by either party to the other, such notice, demand or request may be given by delivery by hand to, or by registered mail sent to, the respective addresses of the parties being:

Town of Carstairs  
Box 370  
Carstairs, Alberta T0M 0N0  
Phone: 403.337.3341  
Fax: 403.337.3343

ATTENTION: Carl McDonnell, CAO

All notices sent to the Town under this Agreement shall be copied to:

And

PROVIDED, HOWEVER, that such addresses may be changed upon TEN (10) days' notice; AND PROVIDED, FURTHER, that if in the event that notice is to be served at a time when there is an actual or anticipated interruption of mail service affecting the delivery of such mail, the notice shall not be mailed but shall be delivered by hand.

## **29. ADDITIONAL PROVISIONS**

- 29.1 The Developer covenants and agrees that in addition to the provisions contained in the text of this Agreement, the Developer shall be bound by the additional provisions found in Schedules of this Agreement as if the provisions of the Schedules were contained in the text of this Agreement.

## **30. CAVEATS**

- 30.1 The Developer acknowledges and agrees that the Town shall be at liberty, pursuant to the *Municipal Government Act*, R.S.A. 2000, Chapter M-26, as amended, upon the execution of this Agreement, to file at the Land Titles Office for the Alberta Land Registration District a caveat against the Development Area for the purposes of protecting the Town's interests and rights pursuant to this Agreement.

## **31. NON-ASSIGNABILITY OF AGREEMENT**

- 31.1 This Agreement shall not be assignable by the Developer without the express written approval of the Town. Such approval shall be subject to paragraph 31.2 and may be withheld by the Town in its discretion.

- 31.1 It is understood between the Town and the Developer that no assignment of this Agreement by the Developer shall be permitted by the Town unless and until:
- (a) The proposed assignee enters into a further agreement with the Town whereby such assignee undertakes to assume and perform all of the obligations and responsibilities of the Developer as set forth in this Agreement;
  - (b) The proposed assignee has deposited with the Town all insurance and security as required by the terms of this Agreement.

**32. TIME OF THE ESSENCE**

- 32.1 Time shall in all respects be of the essence in this Agreement.

**33. LEGAL, ENGINEERING COSTS, FEES AND EXPENSES**

- 33.1 The Developer shall be responsible for, and within Thirty (30) days of the presentation of an account, paying to the Town all legal, planning and engineering costs, fees, expenses and disbursements incurred by the Town through its solicitors and engineers for all services rendered in connection with the preparation, fulfillment, execution and enforcement of this Agreement.

**34. EXECUTION OF AGREEMENT**

- 34.1 The Developer hereby acknowledges that it is hereby executing this Agreement having been given the full opportunity to review the same and seek proper and independent legal advice and that the Developer is executing this Agreement freely and voluntarily and of its own accord without any duress or coercion whatsoever and that the Developer is fully aware of the terms, conditions and covenants contained herein and the legal effects thereof.

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

**Town of Carstairs**

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

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

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

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

**SCHEDULE "A" – LEGAL DESCRIPTION OF LAND**

## SCHEDULE "B" – THE DEVELOPMENT AREA



## SCHEDULE "C" - MUNICIPAL IMPROVEMENTS

Municipal Improvements shall mean and include the following to be constructed in and adjacent to the Development Area. Municipal Improvements that have been installed and Final Acceptance Certificate have been issued within this development area, shall be exempt from this agreement.

- (a) All sanitary sewer mains and appurtenances, all as and where required by the Town; and
- (b) All drainage systems, including storm sewers, storm sewer connections, provisions for weeping tile flow where a high water table or other subsurface conditions cause continuous flow in the weeping tile, storm retention ponds and associated works, all as and where required by the Town; and
- (c) All water mains, including all fittings, valves, and hydrants and looping as required by the Town, in order to safeguard and ensure the continuous and safe supply of water in the Development Area, all as and where required by the Town; and
- (d) All preliminary lot stripping and grading to permit positive natural drainage, all as and where required by the Town; and
- (e) Surface drainage systems for positive lot drainage, all as and where required by the Town; and
- (f) All concrete curbs, gutters, sidewalks and sub-grade, base and asphaltic pavement, all as and where required by the Town; and
- (g) All lighting systems for streets, walkways, parking areas and Public Properties, all as and where required by the Town; and
- (h) Such electrical conduit as may be required by the Town for the installation of traffic control signals and traffic control devices; and
- (i) All traffic signs, street signs, development identification signs, zoning signs, and directional signs, berming and noise attenuation devices, all as and where required by the Town; and
- (j) All walkway systems and landscaping on both private property and Public Property which are to be constructed and installed to the satisfaction of the Town, and in accordance with the landscaping Plan to be submitted for the approval of the Town; and
- (k) Such construction or development of roads, streets and lanes in or providing access to the Development Area as may be required by the Town; including, but in no manner limited to, a second or temporary access for vehicular traffic from the Development Area; and
- (l) The restoration of all Public Properties to the Town's satisfaction which are disturbed or damaged in the course of the Developer's work; and
- (m) The relocation, to the Town's satisfaction, of all existing utilities and Municipal Improvements as required by the Town as a result of the installation and construction of other utilities and Municipal Improvements pursuant to this Agreement; and
- (n) The establishment, or re-establishment, of any survey monuments or iron posts (including pins on individual lots) as and where and when required by the Town throughout and adjacent to the Development Area; and
- (o) Public information signs, of a size and location to be approved by the Town, and to contain such public information regarding the completion of services and the completion of the construction of other facilities as may be required by the Town in order to provide proper and complete and up to date information to proposed purchasers and residents within the Development Area; and

- (p) Such uniform fencing, (noise attenuation, or screen) either permanent or temporary, of a standard and of a design satisfactory to the Town, all of which is to be constructed and located to the satisfaction of the Town; and
- (q) All utilities including electricity, natural gas, telephone and cable television services; such utilities to be provided in a location and a standard to be approved by the appropriate utility company and the Town; and
- (r) Oversize of Municipal Improvements to accommodate future development on lands adjacent to the Development Area.

## **SCHEDULE "D" – ADDITIONAL PROVISIONS**

Provide a map showing a designated washout area

## **SCHEDULE "E" – LOT GRADING AND SITE DRAINAGE CONSTRUCTION STANDARDS**

### **GENERAL**

The standards specified herein are to supplement the Alberta Building Code and the TOWN OF CARSTAIRS Land Use By-Law.

### **LOT GRADING**

The finished elevations at all corners of the lot and the ground next to the building shall be as approved by the Town and as specified in the Development Permit.

Any changes must be approved, in writing, by the Town.

### **SITE DRAINAGE**

Positive drainage must be established away from the building to the gutter or drainage channels as designed.

An initial minimum gradient of 10% shall be established and maintained for the ground within 1.5 meters adjacent to the building and 2% for the balance of the unpaved portion, of the lot. Overburden and slope on excavated areas may be governed by the standard of back filling which is achieved.

Drainage patterns demonstrated in the attached drawing may be used as guidelines.

### **DRAINAGE OF BUILDING FOUNDATIONS**

Weeping tiles and other foundation drains shall meet Alberta Building Code requirements. Disposal of weeping tile and other foundation drainage shall be subject to Town approval. Disposal into the sanitary sewerage system is prohibited. In most cases, this will require the provision of a sump pump discharging to the surface drainage system or discharge into a storm sewer system designed to accommodate the anticipated weeping tile flow.

### **BACKFILL OF TRENCH AND BUILDING EXCAVATIONS**

Native material may be used for backfill of trench and building excavations within the site.

In accordance with good construction practice, all trench and foundation backfill must be adequately consolidated at the time of construction by mechanical compaction to ensure that when subsequent natural settlement is complete, that final grades will be acceptable. The Town will inspect backfill prior to issuance of an Occupancy Permit or the permit may be issued after provision of an appropriate performance bond if weather conditions preclude adequate consolidation and inspection prior to occupancy.

### **SITE IMPROVEMENTS**

Site improvements shall not alter or disrupt the drainage pattern as established by the Town.

Landscaping and structures such as solid fences, retaining walls and permanent or temporary buildings which may disrupt surface drainage shall not be permitted.

## SCHEDULE "F" – COST SHARING FOR MUNICIPAL IMPROVEMENTS

1. The Municipal Improvements which, at present, have been or are proposed to be constructed by the Town or other parties and which will be of benefit to lands within the Development Area are as follows:

| <u>Description of<br/>Municipal<br/>Improvements</u> | <u>Actual or Estimated Cost</u> | <u>Developer's Proportionate<br/>Share of Cost</u> |
|--|---------------------------------|--|
|--|---------------------------------|--|

2. The Municipal Improvements which are to be extended or oversized by the Developer, and which are eligible for the recovery of shared costs are as follows:

| <u>Description of Municipal Improvements</u> | <u>Actual or Estimated Total Cost</u> |
|--|---------------------------------------|
|--|---------------------------------------|

The lands which benefit from the Municipal Improvements which are to be extended or oversized by the Developer are shown on the attached map which forms part of this Schedule.

**SCHEDULE "G" – LEVIES AND FEES**

**OFFSITE LEVIES**

The Offsite Levies for this project shall be per lot and based on \_\_\_ lots:

Water:

Sanitary:

Storm:

Roadway:

**Total:**

Town of Carstairs

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

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



## SCHEDULE "H" – SECURITY

1. For purposes of calculating the security required to be deposited by the Developer pursuant to Section 22.3 and subject to the provisions below, the cost estimates for the construction and installation of the Municipal Improvements for the Development Area are as follows:

### **Underground Improvements**

|                                     |             |
|-------------------------------------|-------------|
| Water Distribution System Onsite:   | \$XXXXXXXX  |
| Water Distribution System Off site: | \$ XXXXXXXX |
| Service Connections:                | \$ XXXXXXXX |
| Sanitary Sewer System:              | \$ XXXXXXXX |
| Storm Sewer System:                 | \$ XXXXXXXX |
| Engineering and Contingency:        | \$ XXXXXXXX |

**Underground Subtotal:** \$ XXXXXXXX

### **Surface Improvements**

|                              |             |
|------------------------------|-------------|
| Earthworks and Berming:      | \$ XXXXXXXX |
| Sidewalk, Curb and Gutter:   | \$ XXXXXXXX |
| Granular Base:               | \$ XXXXXXXX |
| Asphalt:                     | \$ XXXXXXXX |
| Signage:                     | \$ XXXXXXXX |
| Engineering and Contingency: | \$ XXXXXXXX |

**Above Ground Subtotal:** \$ XXXXXXXX

### **Landscaping Improvements**

|                          |             |
|--------------------------|-------------|
| Landscaping and Pathway: | \$ XXXXXXXX |
|--------------------------|-------------|

**Landscaping Subtotal:** \$ XXXXXXXX

**Total Value of all Municipal Improvements & Services:** \$ XXXXXXXX

2. In the event that any of the costs for the construction and installation of the Municipal Improvements for the Development Area, as set out above, are estimates, and in the further event that actual tendered costs become available prior to the Developer commencing the construction and installation of the Municipal Improvements for the Development Area, THEN, the estimated costs set out above shall be adjusted in accordance with paragraph 22.3.



## **SCHEDULE "I" – TOWN REPRESENTATIVES**

The following representatives of the Town of Carstairs have been delegated the responsibilities of ensuring that the Municipal Improvements are designed and constructed to the Town's satisfaction:

### **Engineering Contact:**

Stantec  
600, 4808 Ross St  
Red Deer, AB T4N 1X5  
Phone: 403.341.3320

### **Planning Contact:**

Urban Systems  
101 – 2716 Sunridge Way NE  
Calgary, AB T1Y 0A5  
Phone: 403.291.1193

## **SCHEDULE "J" – TOWN ORGANIZATION**

The following representatives of Town of Carstairs have been delegated the responsibilities of ensuring that the Municipal Improvements are designed and constructed to the Town's satisfaction:

**Development Officer:** Overall responsibility for the administration of the Development Agreement including off-site levies, securities and insurance. All correspondence from and to the Developer will be directed via the Development Officer.

**Town Engineer:** Responsible for all engineering matters including items:  
a, b, c, d, e, f, g, h, i, j, k, l, m, o, p, q and r as identified in Schedule "C".

The Chief Administrator Officer of the Town of Carstairs may, upon written notice to the Developer, revise the above responsibilities from time to time in their sole discretion.

Copies of all correspondence to any Town official or employee shall be sent to the Town Engineer.

**SCHEDULE "K" – LANDSCAPING PLANS**

## SCHEDULE “L” – CONSTRUCTION AND INFRASTRUCTURE DESIGN STANDARDS



### Construction and Infrastructure Design Standards

The Developer and or contractor shall be governed by the latest versions of the City of Calgary’s Design Guidelines for Subdivision Servicing Standard Specifications: Sewer Construction, Standard Specifications: Waterworks Construction, Standard Specifications: Roads Construction, Development Guidelines and Standard Specifications: Landscape Construction and the Stormwater Management and Design manual, but not so as to restrict the generality of the foregoing, the following special clauses noted shall have precedence.

#### 1. GENERAL

- 1.1.1. The Developer shall notify the Town of award of construction contracts for the various municipal improvements and shall state the name of the Contractor, address, phone number and contact. The Developer shall ensure that the Contractor(s) are properly bonded for the performance of the work and that the Contractor carries Liability, Course of Construction and Equipment Insurance as required by the Town and names the Town and the Town Engineers as insured parties.
- 1.2. All local improvements constructed under this Agreement shall be extended to area boundaries, and through or along adjacent boundary roads, lanes or rights-of-way as necessary to accommodate a continuity of infrastructure with adjacent lands.

#### 2. SPECIAL CONSIDERATIONS

##### 2.1. Sanitary Sewer

- 2.1.1. Sewer mains shall be polyvinyl chloride (PVC) and shall meet CSA designations.
- 2.1.2. Alberta Environment and Parks – Wastewater Systems Standards for Performance and Design shall apply to minimum pipe grades.
- 2.1.3. Separation of water and sewer lines shall conform to Alberta Environment and Parks – Standards for Municipal Waterworks.
- 2.1.4. Design flows for residential developments shall be calculated using a per capita flow of 320 litres per person per day with a peaking factor utilizing the Harmon’s formula plus an infiltration and inflow rate of 0.2 litres per second per ha of development.
- 2.1.5. Manhole covers shall not have the name of the City of Calgary on them.

- 2.1.6. Connection of foundation weeping tile to the sanitary sewers is not permitted. Weeping tile, if required, shall be by sump pump discharge to the surface of the yard.

## 2.2. Storm Sewer

- 2.2.1. Sewer mains shall be polyvinyl chloride (PVC) meeting CSA designations or concrete meeting A.S.T.M. designations.
- 2.2.2. Alberta Environment and Parks – Stormwater Management Guidelines shall apply to minimum pipe grades.
- 2.2.3. Separation of water and sewer lines shall conform to Alberta Environment and Parks – Standards for Municipal Waterworks.
- 2.2.4. Surface water should not be permitted to run a distance greater than 150m in streets and 200m in lanes or swales without interception by a catch basin.
- 2.2.5. Manhole covers shall not have the name of the City of Calgary on them.
- 2.2.6. Connection of foundation weeping tile to the storm sewers is not permitted. Weeping tile, if required, shall be by sump pump discharge to the surface of the yard.
- 2.2.7. Catch basin leads shall be 300mm concrete pipe installed at minimum grades of 1.0%.
- 2.2.8. Surface drainage from any public area shall not flow over any sidewalk.
- 2.2.9. Catch basins shall be Type “K” storm back.
- 2.2.10. Extend drainage pipe from catch basins at all lows for the full width of the roadway. The pipe shall be 150 mm minimum complete with screened rock and filter cloth.
- 2.2.11. Culverts shall be 450mm minimum diameter where open ditches are used.
- 2.2.12. Drainage swales across roadways shall be 2m in width and conform to specifications set out in Appendix B.

## 2.3. Water Mains

- 2.3.1. Water valves shall open counter clockwise and have dust covers installed in all valve boxes.
- 2.3.2. Hydrants shall be compression type as manufactured by Clow with triangular operating units. Hydrants shall be yellow with black caps and top in color and shall have the pumper connection size of 4.925”.
- 2.3.3. Hydrant spacing shall be a maximum of 150m.

- 2.3.4. Water mains shall be PVC in accordance with the latest AWWA and CSA Standards.
- 2.3.5. All valves, fittings and hydrants shall be coated in accordance with the latest version of the City of Calgary Standard Specifications: Waterworks Construction and catholically protected with zinc anodes and cad welded to each fitting.
- 2.3.6. Design flows for residential developments shall be based on a per capita consumption of 320 litres per person per day.
- 2.3.7. Alberta Environment and Parks – Guidelines for Municipal Waterworks shall apply for operating pressures of the water distribution system.
- 2.3.8. In areas where sidewalks are only required on one side of the roadway, the fire hydrant shall be installed on the opposite side.

#### 2.4. Service Connections

- 2.4.1. Water service lines shall be series Pex Pipe (Crosslinked Polyethylene Pipe), minimum 25mm in size.
- 2.4.2. Sewer service lines shall be PVC.
- 2.4.3. Lots for semi-detached and multiple units shall have one separate service for each unit.
- 2.4.4. Curb stands shall be marked with a wooden 2X4 extended 1m above finished grade.
- 2.4.5. Services shall generally be installed in the center of the lot avoiding installation under any driveways. The service shall be terminated a minimum of 3m into the lot, beyond any shallow utility installation and shall be protected by utility right-of-way providing access to the Town.
- 2.4.6. For industrial lots, minimum service size shall be 150mm sanitary and 50mm water unless the size of the lot or proposed land use requires a larger size. Water valves shall be located a minimum of 3m into the lot, beyond any shallow utilities installation and shall remain closed and uncharged until the property is developed.

#### 2.5. Roadway

- 2.5.1. Roadway and right-of-way widths shall follow the guidelines set out in Appendix A:
- 2.5.2. Roadway widths shall be measured from face of curb.

2.5.3. Structural sections of roadway shall meet or exceed the following:

Residential roadways:

- 80mm of asphalt concrete
- 100mm of crushed gravel
- 200mm of pit run gravel
- Geo textile under all roadway gravels

Collector roadways:

- 140mm of asphalt concrete
- 100mm of crush gravel
- 200mm of pit run gravel
- Geo textile under all roadway gravels

Major Collector and Industrial roadways:

- 160mm of asphalt concrete
- 100mm of crush gravel
- 300mm of pit run gravel
- Geo textile under all roadway gravels

The proposed structural design section may be reduced if supported by an investigative report and recommendations from a qualified Geotechnical Engineer and approved by the Town.

2.6. Sidewalks, Curb and Gutter

- 2.6.1. In residential areas curb and gutter shall be low profile rolled section except adjacent to reserves where standard faced curbs shall be constructed. For commercial, industrial or major collector roadways with no driveway accesses, standard faced curb shall be constructed.
- 2.6.2. In residential areas sidewalks shall be low profile rolled monolithic curb and gutter with a sidewalk width of 1.1m. Where standard faced curbs are required, the width shall increase to 1.31m. Adjacent to school sites or commercial areas, the sidewalk width shall be increased by 0.4m to 1.5m and 1.71m accordingly. Collector roads shall have a sidewalk width of 1.5m.
- 2.6.3. Sidewalks are required on both sides of the street for Arterial and Collector roads, local roadways shall have sidewalks on one side of the road, crescents shall have a sidewalk on one side if there are more than 40 dwelling units and cul-de-sacs shall have a sidewalk on one side if there are more than 20 dwelling units.
- 2.6.4. Surface drainage from any public area shall not flow over any sidewalk.
- 2.6.5. Industrial developments do not require sidewalks unless the type of development or the need to connect a pathway to other areas, dictates the need for sidewalks.
- 2.6.6. Wheelchair ramps are required at all intersections and designated crosswalks.

- 2.6.7. Class A concrete is required for all sidewalks, curbs and gutters.
- 2.6.8. Gutter widths shall be 0.25m except for major collector roadways which shall be 0.5m.
- 2.6.9. The structural gravel pit run section shall be placed beneath all concrete sidewalks, curb and gutter with a top layer of 20mm crushed road gravel to a minimum distance of 150mm behind the concrete structure.
- 2.6.10. In areas in which a sidewalk will be constructed on only one side of the roadway, the watermain and fire hydrant will be installed on the opposite side of the roadway.
- 2.6.11. Radii for curb returns shall be 9m for residential local roadways, 10m for collector roadways and 15m for major collectors and industrial roadways.

## 2.7. Landscaping

- 2.7.1. All municipal reserves (MR), walkways, boulevards and public utility lots (PUL), shall be loamed with a minimum of 150mm of suitable topsoil, graded to the design grades and hydro-seeded or sodded accordingly to the latest version of the City of Calgary Parks-Development Guidelines and Standard Specifications – Landscape Construction.
- 2.7.2. Each residential lot shall receive a minimum of one 35mm caliper tree in the front yard.
- 2.7.3. For all MR, walkways, major collector boulevards and PUL's, the developer shall prepare a detailed landscaping plan for approval by the Town.
- 2.7.4. Major collector roadways shall require one 35 mm caliper deciduous tree for every lot.
- 2.7.5. For MR's and walkways as a minimum, the Developer shall install one 35mm caliper tree and 10 shrubs for every 100 square meters of area and as a minimum, no less than 10 per parcel. Tree and shrubs shall be planted in bed clusters with mulch and edging for ease of grass cutting. For PUL's shrubs will be required but large caliper trees will not be permitted.
- 2.7.6. Ratio of deciduous to coniferous trees shall be 3 to 1. Poplar trees will not be permitted. The type of trees and shrubs selected shall consider the local climate conditions and to minimize maintenance and operation in the future.

## 2.8. Pedestrian Walkways

- 2.8.1. Pedestrian walkways where required shall be asphalt, 2.5m or 3m in width, in accordance with the latest version of the City of Calgary's Design Guidelines for Subdivision Servicing.



## 2.9. Traffic Control and Signage

- 2.9.1. The Developer's Consulting Engineer shall prepare a design drawing outlining traffic signs, street signs and pavement markings conforming to the Manual of Uniform Traffic Control Devices for the Town to approve.
- 2.9.2. Upon approval by the Town and following construction of the roadways, the Town shall install the signs and pavement markings according to the approved design and standard practices. The Developer will be invoiced for all the labour and material costs.

## 2.10. Shallow Utility Servicing

- 2.10.1. The Developer shall contact each shallow utility company to determine servicing requirements for the development including alignments, right-of-ways requirements and location of poles, pedestals, transformers, and lot services drops.
- 2.10.2. Final alignments for shallow utilities require approval by the Town. As part of the detailed design submission for municipal improvements, the Consulting Engineer shall supply a design drawing noting the above plus supply the Town with a letter from each shallow utility company agreeing to these requirements.
- 2.10.3. Upon approval of the design drawings, the Developer shall arrange for design and installation of shallow utility servicing either with the shallow utility provider or if acceptable, with private sector contractors according to current provincial or federal codes for the utility.
- 2.10.4. Testing, inspections and installation monitoring shall either be provided by the shallow utility company or the consulting engineer and upon completion, shall verify the installation was completed to the proper code or standard.
- 2.10.5. Charging or energizing the lines shall be done by or in cooperation with the shallow utility companies.
- 2.10.6. As built drawings will be required for each shallow utility service.

## 2.11. Park & Recreation Facilities and Development

- 2.11.1. Park and Recreation facilities shall be developed in accordance with the approved overall landscaping plan prepared during the concept plan stage.
- 2.11.2. All park areas shall be loamed, graded, grassed and landscaped according to the standards outlined herein and approved design drawings.
- 2.11.3. For park areas, walkways or PUL's Town approved fencing shall be installed according to current standards along all roadways and lanes preventing vehicle access to the area other than maintenance equipment and pedestrians.
- 2.11.4. For lots backing onto park areas, the Developer should consider specifying and installing uniform fencing.
- 2.11.5. In park areas, the Town may request recreational facilities including construction

of tot lots, playground equipment, playing fields or other facilities deemed necessary to service the development area and if required, the Developer shall prepare a detailed drawing outlining the recreational facilities for approval by the Town. The recreational facilities shall be in accordance with the latest version of the City of Calgary's Development Guidelines and Standard Specifications: Landscape Construction.

Once approved, the Developer shall install the recreational park, playground, playing field or any other facilities according to the approved plan and specifications when Building Permits have been issued on 50% of the lots within the development area and they shall maintain the facilities for a period of two (2) years.

## 2.12. Fencing

- 2.12.1. Uniform fencing may be required for noise attenuation along railway tracks, screening, perimeter fencing or along backs of lots adjacent to park areas. When required, the fencing shall consider its intended use and shall be designed accordingly considering heights, construction material, spacing, appearance and maintenance. The Developer shall consider all the factors and shall prepare a detailed design drawing according to the latest version of the City of Calgary's Development Guidelines and Standard Specifications: Landscape Construction for approval by the Town.
- 2.12.2. Once approved, the Developer shall construct the fencing according to the approved design drawings and specifications and maintain the fencing for a period of two (2) years.
- 2.12.3. The selection of fencing material will be one of the critical factors in the Town's approval and shall consider yearly maintenance, life cycle replacement and graffiti. The Town encourages such fencing to be located on private property where practical and if installed on private property, shall be covered by a caveat on the property limiting the modifications, removal or changing of color by the property owner.

**Appendix A**  
**Town of Carstairs**  
**Construction and Infrastructure Design Standards**

| <b>Classification</b>           | <b>Width</b>   | <b>Right of Way</b>                             |
|---------------------------------|--|---|
| Pathway                         | 2.5m to 3m   | 6.0m (unless required to accommodate utilities) |
| Lane                            | 6.0m   | 6.0m (10.0m where lane is serviced)             |
| Residential Local               | 11.0m  | 15.0m   |
| Residential Collector Undivided | 12.5m  | 21.0m   |
| Major Collector Divided         | With Parking – 19.0m<br>W/O Parking – 15.0 m<br>Median – 3.5 m | With Parking – 32.0m<br>W/O Parking – 27.0m     |
| Cul-de-sac Bulbs                | 25.0m  | 30.0m   |

**SCHEDULE "M" – LETTER OF CREDIT**

A "Standby" Municipal Letter of Credit

**SCHEDULE "N" – CONSTRUCTION COMMENCEMENT NOTIFICATION**



Town of Carstairs  
Box 370, 844 Centre Street, Carstairs, AB T0M 0N0  
(403) 337-3341 Fax (403) 337-3343

**Construction Commencement Notification**

Development Agreement # \_\_\_\_\_

Developer: \_\_\_\_\_ Subdivision Phase \_\_\_\_\_

Consultant: \_\_\_\_\_ Consultant Representative: \_\_\_\_\_

Contractor: \_\_\_\_\_ Contractor Representative: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Construction on the above noted subdivision will commence on: \_\_\_\_/\_\_\_\_/2014.

Inspections will be required from the Town of Carstairs for the following utilities:

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

Additional Requirements: \_\_\_\_\_

\_\_\_\_\_  
(Consultant/Contractors Signature)

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

The Town of Carstairs gives \_\_\_\_\_ permission to commence construction.

\_\_\_\_\_  
Town of Carstairs

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

**SCHEDULE “O” – CONSTRUCTION COMPLETION CERTIFICATE**



**TOWN OF CARSTAIRS  
CONSTRUCTION COMPLETION CERTIFICATE**

SUBDIVISION: PHASE:  
 DEVELOPER: AGREEMENT NUMBER:  
 UTILITY:  
 CONSULTING ENGINEER: CONTRACTOR:

BOUNDARY OF AREA: See Map Attached.

**CONSULTING ENGINEER'S CERTIFICATE**

I \_\_\_\_\_, Professional Engineer am employed by the Consulting Engineer who is engaged by the Developer to design and inspect the construction and installation of utilities and improvements. I do hereby certify that the utilities or improvements noted within the area shown on the attached plan have been constructed, installed and inspected in conformance in all respects to the Municipality's specifications and approved designs, or as otherwise required by the Town, and that all defects and deficiencies in work and materials have been reported to the Developer and the Municipality and have been remedied by the Developer.

I confirm that I have been empowered by the Developer to honor, comply with and perform all of the Consulting Engineer's obligations and to provide all of the Field Services as specified in the document entitled "Consulting Engineer's Field Services Guidelines", latest edition as issued by the Urban Development Institute/City of Calgary.

|                                   |   |        |
|-----------------------------------|---|--------|
| Signature of Engineer's Inspector | (permit to practice)  | (seal) |
| Signature of Consulting Engineer  | Acknowledgment of Receipt of Consulting Engineer's Certificate  | Date   |
| Stantec                           | Acknowledgement of Receipt of Consulting Engineer's Certificate | Date   |
| Town of Carstairs                 |   | Date   |



## **CONSTRUCTION COMPLETION CERTIFICATE SUBMISSION LIST**

A Construction Completion Certificate is required for each group of the following municipal improvements to be installed and constructed by the developer, namely:

Sanitary sewer, storm sewer, water mains and hydrants, sewer and water main service connections. Concrete sidewalks, curbs, gutters, swales, paved roads, lanes and pathways. Landscaping including walkways, boulevards, parks playgrounds, recreational facilities, uniform fencing, subdivision signage, irrigation systems, storm water retention and detention ponds.

### **General – all CCC Submissions must contain:**

- a) Four (4) copies of CCC application and reduction plans.
- b) Joint CCC inspection and Deficiency List.
- c) Backfill Compliance Certificate, Material Testing Reports.
- d) Mechanical Operation & Maintenance Manuals if required.
- e) Copy of Town Operational Service clearance letter.

***Plus the following group specific requirements or conditions:***

### **Water Mains, Valves and Hydrants:**

- a) Hydrostatic testing report and bacteriological test results.
- b) Disinfection and de-chlorination witnessed the Town engineer.
- c) Owners consultant declaration of cathodic protection.

### **Storm and Sanitary Sewers:**

- a) Flushing, CCTV and Mandrel Deflection Test report and declaration letter.

### **Storm and Sanitary Service Connections:**

- a) CCTV report and declaration letter (main connections only).
- b) Individual lot plans for each service.

### **Force Mains and Lift Stations:**

- a) Flushing and Hydrostatic testing report and declaration letter.
- b) CCTV report and declaration letter (main connections only).
- c) Commissioning report and declaration letter.

### **Concrete and Asphalt Paving:**

- a) Letter of omission (if top lift deferred to FAC)

### **Landscaping and Storm Ponds:**

- a) Irrigation system inspection, pressure test report and declaration letter.
- b) Preliminary As-builts.
- c) Erosion and Sediment control until re-vegetation.

## **SCHEDULE “P” – FINAL ACCEPTANCE CERTIFICATE**



**TOWN OF CARSTAIRS**  
**FINAL ACCEPTANCE CERTIFICATE**

SUBDIVISION: \_\_\_\_\_ PHASE: \_\_\_\_\_  
 DEVELOPER: \_\_\_\_\_ AGREEMENT NUMBER: \_\_\_\_\_  
 UTILITY: \_\_\_\_\_ CONTRACTOR: \_\_\_\_\_  
 CONSULTING ENGINEER: \_\_\_\_\_  
 BOUNDARY OF AREA: See Map Attached.

**CONSULTING ENGINEER'S CERTIFICATE**

I \_\_\_\_\_, Professional Engineer am employed by the Consulting Engineer who is engaged by the Developer to design and inspect the construction and installation of utilities and improvements. I do hereby certify that the utilities or improvements noted within the area shown on the attached plan have been constructed, installed and inspected in conformance in all respects to the Municipality's specifications and approved designs, or as otherwise required by the Town, and that all defects and deficiencies in work and materials have been reported to the Developer and the Municipality and have been remedied by the Developer.

I confirm that I have been empowered by the Developer to honor, comply with and perform all of the Consulting Engineer's obligations and to provide all of the Field Services as specified in the document entitled "Consulting Engineer's Field Services Guidelines", latest edition as issued by the Urban Development Institute/City of Calgary.

|                                   |   |        |
|-----------------------------------|---|--------|
| Signature of Engineer's Inspector | (permit to practice)  | (seal) |
| Signature of Consulting Engineer  | Acknowledgment of Receipt of Consulting Engineer's Certificate  | Date   |
| Stantec                           | Acknowledgement of Receipt of Consulting Engineer's Certificate | Date   |
| Town of Carstairs                 |   | Date   |





### FINAL ACCEPTANCE CERTIFICATE SUBMISSION LIST

A Final Acceptance Certificate (FAC) is required for each group of the following municipal improvements installed and constructed, namely:

Sanitary sewer, storm sewer, water mains and hydrants, sewer and water main service connections. Concrete sidewalks, curbs, gutters, swales, paved roads, lanes and pathways. Landscaping including walkways, boulevards, parks playgrounds, recreational facilities, uniform fencing, subdivision signage, irrigation systems, storm water retention and detention ponds.

**General – All FAC Submissions must contain:**

- a) Four (4) copies of FAC application and reduction plans.
- b) Two (2) full size cover sheets, as-builts.
- c) Joint FAC Inspection and Deficiency Lists.
- d) Record Drawings.
- e) Top lift paving Compliance Certificate and Materials Testing reports.
- f) Full cost accounting of infrastructure pertaining to sub division.  
(Dollar values, length, widths and depths as they pertain to the infrastructure)