

CITY OF
Lethbridge

SERVICE AGREEMENT

DEVELOPMENT PHASE ##

Date:

Name of Development

Agreement No.

Developer

Development Phase ##

####-####

Developer Name

City of Lethbridge

Service Agreement

Development Phase ##

SUBDIVISION: **Development Phase ##**

DEVELOPER: **Developer Company Name**
Contact: Developer Contact
Phone: Developer Phone

CONSULTANT: **Consultant Company Name**
Contact: Consultant Contact
Phone: Consultant Phone

DEVELOPMENT AREA: **Gross Development Area**

NUMBER OF LOTS: **## Lots**

AGREEMENT NUMBER: **####-####**

THIS AGREEMENT made this _____ day of _____ **A.D. 20** _____

BETWEEN:

THE CITY OF LETHBRIDGE

a Municipal Corporation

(hereinafter referred to as "The City")

-and-

Developer Company Name

(hereinafter referred to as "the Developer")

SERVICE AGREEMENT FOR

Development Phase ##

PREAMBLE

WHEREAS the developer is the Owner of those lands situated in the City of Lethbridge, Province of Alberta, and located in the ____ of Section _____, 1 In Township _____, Range _____, West of the Fourth Meridian, known as:

- Development Phase ## -

shown outlined in red on the plan attached hereto, as Schedule "A", (hereinafter called "the Development Area");

AND WHEREAS the Council of the City of Lethbridge has authorized the Subdivision Authority to require a Service Agreement as a condition of subdivision approval;

AND WHEREAS the Subdivision Authority of the City has approved, subject to the Service Agreement being entered into, the said Plan of Subdivision for Registration in the Land Titles Office for the Southern Alberta Land Registration District;

AND WHEREAS the Developer, pursuant to this Service Agreement and subject to the approval of the proper officials of the City of Lethbridge, proposes to install and construct utilities and other municipal improvements in the Development Area comprising of _____ Hectares more or less and _____ lots more or less:

NOW THEREFORE THIS AGREEMENT WITNESSED AND THE PARTIES HERETO AGREE AS FOLLOWS:

SPECIAL CONDITIONS

Development Phase ##

1. The Developer is responsible for limiting access from the development to adjacent land. This may include installation of barbless wire fence along outer limits of the phase or strategic placement of jersey barriers at access points. The Developer will, at the request of the Urban Construction Coordinator acting reasonably, take steps as necessary to further limit access to undeveloped areas beyond the site as issues are identified.
2. This Developer has chosen to take advantage of paying 50% of the Offsite Levies upon execution of this agreement with the remainder due before Building Permits may be issued. This clause supersedes Section 1.9 of the Service Agreement.
3. For all park development the Developer is responsible for advising the City if the park will be landscaped to the minimum standards laid out in this agreement or if more extensive landscaping is planned. If landscaping above the minimum standards is proposed a Concept Plan is to be agreed upon before the civil work is completed. The Concept Plan will show grading, topography, drainage, and proposed elements, along with a statement noting the function/purpose for the park, and the size of the park. Any landscaping above the minimum requires the Developer to enter into an Open Space Agreement with the Parks Department to cost share the work. Prior to entering into an Open Space Agreement the Developer must work with the City to develop a detailed plan for the park including a budget and proposed cost sharing. The Open Space agreement must be signed before landscaping construction begins.
4. Any relevant Boundary Conditions will also be added here

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Schedule "B"	Costs Payable by Developer to the City
Schedule "C"	Construction Completion Certificate (CCC)
Schedule "D"	Final Acceptance Certificate (FAC)
Schedule "E"	Costs Payable by the City to the Developer
Schedule "F"	Consulting Engineer's Confirmation
Schedule "G"	Required CCC and FAC Documents

PART I

DEVELOPMENT, ACCESS, TESTS, PRICES SURCHARGE, OFF-SITE LEVIES, TIMING

1.1 DEFINITIONS

For the purposes of this agreement the following definitions apply:

City – is the City of Lethbridge, a municipal corporation in the Province of Alberta

City Engineer – is the City of Lethbridge’s Director of Infrastructure or duly delegated City representative.

Consulting Engineer – is a Professional Engineer, and his duly accredited representatives, hired by the Developer and who is a member in good standing of the Association of Professional Engineers, Geologists and Geophysicists of Alberta.

Developer – is the individual and/or corporation who proposes to install and construct the Work as outline in this agreement. The Developer, by employing a Consulting Engineer, shall ensure that all materials supplied and the construction, installation and inspection of all of the Work conforms in all respects to the City approved construction designs and specifications, or as otherwise required by the City Engineer.

Development Area – is the area outlined in Schedule “A” and includes all Municipal, School and Environmental Reserve upon which work will be performed.

Work – is the stripping and grading of the site, the installation and construction of utilities, the construction of surface improvements, parks development, landscaping, and other such services as identified in this Agreement and all published related documentation (i.e. approved drawings, letters, memos, and site meeting minutes).

1.2 AUTHORIZATION TO DEVELOP

The Developer is hereby authorized, subject to the terms and conditions of this Agreement, to develop all lands contained in the Development Area shown outlined on the Plan attached hereto as Schedule “A”.

The Developer is responsible for managing safety on site (act as, or delegate Prime Contractor responsibly) while all utility construction occurs within public spaces. This includes all infrastructure covered under the Construction Completion process as well as Shallow Utility Infrastructure installation.

This agreement covers only the infrastructure show in the approved drawings as outlined in Section 2.2. Any infrastructure components mentioned in the body of this agreement that do not pertain to this development area are not applicable.

1.3 WRITTEN PERMISSION REQUIRED BEFORE COMMENCING

The Developer shall submit detailed Construction drawings and specifications for all utilities and other municipal improvements they are proposing to install and construct within the Development Area, and no construction or development shall commence without prior written approval of the City Engineer.

1.4 CONSULTING ENGINEER

The Developer shall designate one consulting engineering firm to oversee the work carried out within the Development Area pursuant to this agreement. The Developer is responsible for ensuring that work is performed in accordance with the intent of this agreement and shall instruct the Consulting Engineer to conduct field inspections as per the ***City of Lethbridge, Consulting Engineer's Land Development Field Services Guidelines*** in effect at the time this agreement is executed.

Within the consulting engineering firm one Professional Engineer (Consulting Engineer) will be identified and shall sign the Schedule "F" as attached to this agreement. Said Professional Engineer shall be considered the Engineer on Record.

If the Developer chooses to employ an alternate engineering firm, the Developer shall advise the City Engineer in writing prior to the alternate firm undertaking work within the Development Area.

If the Developer chooses to employ additional consulting firm(s), the Developer shall instruct the Consulting Engineer to review all submissions put forward to the City to verify that all work within the Development Area is coordinated. The Consulting Engineer shall be the primary technical contact for the City of Lethbridge.

1.5 MATERIALS, WORKMANSHIP AND STANDARDS

The Developer agrees that all materials and workmanship installed or to be performed by the Developer under this Agreement, including specific conditions required by the City Engineer shall conform to the City's standards and procedures in force on the date on which this Agreement is executed.

The Developer shall be responsible for ensuring that all materials and workmanship conform to the City's standards and shall instruct the Consulting Engineer to perform this task. The City Engineer reserves the right to stop work if the Consulting Engineer is not on-site during key stages of the servicing of the subdivision as specified in the Field Services Guidelines.

1.6 ACCESS

The Developer shall grant to the City Engineer, or its duly authorized representatives, free and uninterrupted access to any and all parts of the Development Area for the purpose of making inspections and taking samples of materials being used. If any materials, design or installation work does not conform to the City standards, the City Engineer may stop any further work and order the removal of unsatisfactory materials from the area.

1.7 TESTS

The Developer shall, at no expense to the City, and when required by the City Engineer:

- (1) Supply test results, from an accredited testing company, of alkalinity and soil resistivity for determining abnormal soil conditions requiring special consideration

for sanitary sewers, storm sewers and water mains;

- (2) Supply Standard Proctor and Density test results from an accredited testing company, for sidewalk, paving and lane construction and utility trenches;
- (3) Supply samples of any materials proposed to be used or installed in any utility or improvement under this Agreement, which samples shall be suitable for testing and visual inspection by an inspection and testing company under contract with the City;
- (4) Supply test results for asphalt and concrete used in the Development Area.

1.8 WORK AND MATERIALS PAID BY THE OTHER PARTY

The parties hereto shall, before doing any work or supplying any materials for which the other is required to pay, either in whole or in part, obtain the written authorization of the other party, and that party will authorize the work to proceed and the materials to be supplied at prices agreed upon by the City Engineer and the Developer.

1.9 OFF-SITE LEVIES

The Developer shall pay to the City with respect to each hectare within the Development Area, all charges as established by the Off-Site By-Law, in force at the date this Agreement is executed. The total sum as set out in the attached Schedule "B" shall be paid upon execution of this Agreement and prior to commencing construction in the Development Area. For the purpose of this clause, Development Area is defined as the total area outlined in red on Schedule "A", less all environmental reserves, municipal reserves, storm pond parcels, and roadways purchased by the City.

1.10 URBAN CONSTRUCTION ADMINISTRATION FEE

The Developer shall pay to the City an administration fee as set out in Schedule "B". This fee will cover costs associated with overseeing the development, connection to City systems and the City's administration processes required to facilitate the development. The fee will be charged to all land within the Development Area, less all environmental reserve.

1.11 SEQUENCE OF SERVICING INSTALLATIONS

The proper order of installation of utilities and improvements is of considerable concern to the City Engineer and Utility Companies. Upon completion of area grading the following sequence of installation of utilities and improvements is recommended:

- (1) Sewers
- (2) Water
- (3) Service connections
- (4) Sidewalks, curbs and gutters
- (5) Paving
- (6) Electric system, gas, telephone and cable television installations & street lighting

(7) Parks and other improvements

In the event that the Developer wishes to proceed out of the sequence specified above, the Developer shall give adequate notice to the City Engineer. The Developer may only proceed after authority has been received from the City Engineer acting reasonably.

The Developer is responsible for coordinating the installation of all services and utilities, and ensuring that appropriate notice is given to all parties involved in the construction.

1.12 REQUESTS MADE BY CITY ENGINEER

The City Engineer looks forward to working with the Developer in bringing this development to completion. From time to time situations may arise where the City Engineer or a City representative acting on behalf of the City Engineer, will make requests of the Developer. It is understood that the City Engineer will act in a reasonable manner to achieve the best outcome for all parties involved.

Should the Developer feel that a request put forward by the City Engineer's representative is not reasonable; appeals can be made to the Director of Infrastructure.

PART II

PLANS

2.1 PLANS, PROFILES AND SPECIFICATIONS

The Developer shall submit to the City Engineer for approval a copy of the specifications, plans and profiles, as required, showing all the work proposed to be done. Plans and profiles shall conform to the City's requirements as to size, scale, symbols and number of copies. Without restricting the generality of the above, the drawings shall include:

- Cover sheet outlining the development and specifying the Developer & Consulting Engineer and a list of drawings;
- Approved tentative plan & utility rights-of-way;
- Contour plan of existing elevations at no more that 0.25 metre intervals, superimposed with a building grade plan;
- Overall plans for water distribution and sanitary sewer including existing utilities;
- A plan describing the storm drainage area(s), complete with flow calculations for the minor (5 year) storm drainage system;
- Lot drainage direction;
- The major drainage system design per an approved storm water management report, including ponding areas and elevations of overflow points and major overland catchment areas;
- If the Developer is installing the electrical system, detailed electrical plans shall be included;
- All plans in SI Metric (Standard International);
- A space for Sea level coordinates based on the NAD-1983 3 Degree Transverse Mercator 114 Grid for all valves, tees, crosses, bends, plugs, reducers, hydrants, curb stops, corporation (main) stops, manholes and catch basins to be added to record drawings;
- A table listing the oversize of any sanitary or storm sewers and water mains;
- Extra width and base depth of roads and lanes required
- Lot corner elevations;
- Ground elevation at front, back and side of building; lowest foundation opening elevations for each lot;
- Water connection diameters
- Sewer connection diameters and invert elevations at the property line, or at easement line front for each lot with an easement;
- Roadway dimensions showing pavement, sidewalk and curb widths.
- Landscaping plans of entry ways, parks and other landscape improvements to be handed over to the City.

2.2 FINAL APPROVAL OF PLANS AND SPECIFICATIONS

Copies of the plans and specifications as amended pursuant to the requirements of the City shall be supplied to the City Engineer for final approval and signing before any construction work will be authorized. The Developer shall ensure that all contractors employed by the Developer are provided with copies of the approved plans and specifications.

2.3 PERMISSION TO CONSTRUCT

Written permission to proceed with construction will be provided by the City Engineer after:

- Fees as laid out in Schedule "B" have been received by the City;
- The appropriate bond or letter of credit has been received.

The Developer is responsible for obtaining any and all Provincial and Federal permits and permission required for undertaking the proposed development.

2.4 COMMENCING CONSTRUCTION

Prior to commencing construction, the Developer shall invite the City Engineer to the Pre-construction meeting as set out in the Field Services Guidelines for the purpose of providing the City Engineer with the proposed construction schedule for distribution to relevant City departments. Should the City Engineer not be available to attend the meeting the schedule will be distributed to the City Engineer by the Consulting Engineer immediately after the meeting.

2.5 CHANGE IN PLANS AND SPECIFICATIONS

If, during the progress of the work, departures from the approved plans or specifications seem to be desirable, the Developer shall first submit at least four copies of the detailed plans and/or specifications showing the proposed changes and receive the written approval of the City Engineer, which approval shall be given as soon as reasonably possible.

2.6 GEO-TECHNICAL REQUIREMENTS

Where the Subdivision approving authority requires a geo-technical investigation of the site prior to granting approval of the plan of Subdivision, and where the resultant geo-technical report recommends special measures with respect to servicing of the development area, e.g. servicing design and/or specifications, control of cuts and fills, etc., the Developer shall follow the recommendations of the geo-technical report, and provide verification from an appropriately qualified Professional Engineer that such recommendations have been implemented.

Final approval of the plans, as required by Section 2.3 and the Final Acceptance Certificate as set out in Section 16.8 & .9 shall not be issued until the Developer has complied with the recommendations of the geo-technical report.

2.7 “AS-BUILT” DRAWINGS AND RECORDS

30 days prior to the expiration of the Underground services warranty the Developer shall supply the City Engineer with as-built drawings. These drawings shall have been prepared or marked up using survey data by the Engineer of Record or field staff under the direct supervision and control of the engineer. The drawings shall record design changes for which the engineer has accepted responsibility. The drawings are to be signed and sealed by the Engineer of Record.

The drawings shall represent the on-site conditions that are not shown on the original drawings. All of the changes made to the original design should be incorporated into one drawing representing what was built. The Drawings shall include all grading, location of all underground utilities, surface works and improvements including parks. The plans shall show sea level coordinates based on the 3 Degree Transverse Mercator Grid for all valves, tees, crosses, bends, plugs, reducers, hydrants, curb stops, corporation (main) stops, manholes, catch basins and gutter high points adjacent to trapped lows.

The plans shall contain profile and elevations in geodetic of all surface works and installations of outfalls, manholes, lift stations, railway crossing details, types of plants etc. to the satisfaction of the City Engineer.

The Developer is responsible for having as built and record drawings reviewed for accuracy and completeness.

2.8 COST OF PLANS

The cost of preparing and supplying all plans and specifications referred to herein shall be borne by the Developer.

PART III

SANITARY SEWERS

3.1 SANITARY SEWERS AT DEVELOPER'S EXPENSE

The Developer shall, at no expense to the City except as hereinafter provided, construct and install all sanitary sewers complete with manholes and other accessories which may in the opinion of the City Engineer be required to serve the Development Area.

3.2 OVERSIZE COSTS - SANITARY SEWER

When the City Engineer requires sanitary sewer lines to be larger than necessary to serve the Development Area, the City shall pay the additional cost in accordance with the Off-site By-law and as set out on Schedule "E" attached to this Agreement.

3.3 SERVICE LINES TO PROPERTY LINES

The Developer shall, at no expense to the City, install service lines from the sanitary sewer to the property as per the City Standards for all single-detached or semi-detached properties within the Development Area.

3.4 TIME OF CONNECTION

No connection shall be made from the sanitary sewer service at the property line or easement line, to any building until the sanitary sewers are complete as defined in Clause 15.2(1) hereof.

3.5 TELEVISION INSPECTION

The Developer shall pay the cost of television inspection of the sanitary sewer. The inspection shall be submitted as part of the as-built drawing package which shall be submitted one month prior to the expiration of the warranty period. The City Engineer shall be given advance notice of the inspection and shall be provided with copies of inspection results, photographs and the video tapes, or electronic media.

3.6 SEWAGE LIFT STATION

The Developer shall design and install, where required by the City Engineer and to the satisfaction of the City Engineer, a sewage lift station of such size and capacity as is required to service the Drainage Area.

When the City Engineer requires a sewage lift station to be larger than necessary to serve the Development Area, the City shall pay the Developer its proportionate share of the oversize cost as set out in Schedule "E". The work shall be done at a cost mutually agreed upon prior to commencing construction of the sewage lift station.

PART IV

STORM WATER MANAGEMENT SYSTEM

4.1 STORM SEWERS AT THE DEVELOPER'S EXPENSE

The Developer shall, at no expense to the City, except as hereinafter provided, install and construct a storm sewer system, (complete with sewers, manholes, storm ponds, control structures, catch basins, catch basin leads and other storm facilities) and other storm facilities, which may in the opinion of the City Engineer, be required to serve the Development Area.

4.2 INLETS, OUTLETS

The Developer shall, at no expense to the City, except as hereinafter provided, erect or construct any drainage inlet or outlet structures with the necessary leads connected to the storm sewer to and from the Development Area in accordance with the standards as may be required by the City Engineer.

4.3 OVERSIZE COSTS - STORM SEWER

When the City Engineer requires storm sewer or other storm facilities to be larger than necessary to service the Development Area, the City shall pay the Developer for the additional cost in accordance with the Off-site By-law and as set out in Schedule "E".

4.4 DRAINAGE DURING DEVELOPMENT

The Developer shall, at no expense to the City, during the development of the area, arrange for the disposal of all storm drainage in and from the Development Area including the drainage which may be "cut-off" from its natural drainage course through the construction of the Development Area, to the satisfaction of the City Engineer. The Developer shall save harmless the City and others from any loss or damage which the City and others may sustain as a result of the activities of the Developer.

4.5 DRAINAGE AND LOT GRADE CONTROL IN DEVELOPMENT AREAS

In order to establish lot grades and/or to control surface drainage in the subdivision, the Developer shall, at no expense to the City:

- (1) Install concrete swales or alternate grade control mechanisms at the back of lots, to the satisfaction of the City Engineer.
- (2) Register a Restrictive Covenant against all laneless lots within the subdivision to ensure that the design drainage pattern is maintained in perpetuity.
- (3) Design and construct surface drainage features as required by the City Engineer.
- (4) The Developer shall be required to provide overland flow relief at trapped lows in lanes and streets to the satisfaction of the City Engineer.

4.6 SERVICE LINES TO PROPERTY LINES

Where required by the City Engineer the Developer shall, at no expense to the City, install service lines from the storm sewer to the property as per the City Standards for all single-detached or semi-detached properties within the Development Area.

4.7 TIME OF CONNECTION

No connection shall be made from the storm sewer service at the property line or easement line, to any building until the storm sewers are complete as defined in Clause 15.2(1) hereof.

4.8 TELEVISION INSPECTION

The Developer shall pay the cost of television inspection of the storm sewer. The inspection shall be submitted as part of the as-built drawing package which shall be submitted one month prior to the expiration of the warranty period., The City Engineer shall be given advance notice of the inspection and shall be provided with copies of inspection results, photographs and the video tapes.

PART V

WATER

5.1 WATER MAINS AT THE DEVELOPER'S EXPENSE

The Developer shall, at no expense to the City except as hereinafter provided, construct and install all water mains complete with valves, hydrants, hydrant control valves, fittings and appurtenances which may in the opinion of the City Engineer be required to serve the Development Area.

5.2 OVERSIZE COSTS - WATER MAIN

When the City Engineer requires water mains to be larger than necessary to serve the Development Area, the City shall pay the Developer for the additional cost in accordance with Off-site By-law and as set out on Schedule "E".

5.3 CONNECTIONS TO CITY WATER SUPPLY SYSTEM

The Developer shall make arrangements with the City Engineer to have the water mains within the Development Area approved and put into service as part of the City water distribution system.

5.4 SERVICE LINES TO PROPERTY LINES

The Developer shall install service lines from the water main to the property as per the City Standards for all single detached and semi-detached properties within the Development Area.

5.5 TIME OF CONNECTION

No connection shall be made to the water service line at the property line or easement line, to any building until the water mains and the lot service connections are complete as defined in Clause 15.3 hereof.

5.6 EMERGENCY SHUT-OFF

When the water supply within the Development Area or any portion thereof has been turned on and is being used for domestic or other purposes, the Developer shall not, without the consent of the City Engineer, shut off the water supply within any mains or fire hydrants, except in case of an extreme emergency. In such emergencies, it shall be the Developer's responsibility to immediately notify the Public Works 24-hour number (320-3850), the Fire Dispatcher (329-1225) and all affected water customers.

5.7 WATERMAIN TESTING

The Developer is responsible for hiring an Engineer who can verify all new water mains are pressure tested, disinfected and flushed before being put into service in accordance with the latest edition of AWWA Standard C651 for Disinfecting Water Mains and the Field Services Guidelines. This work is to be completed to the satisfaction of the City Engineer who will authorize putting the system into service.

PART VI

STREETS & LANES

6.1 STREETS AND LANES AT DEVELOPER'S EXPENSE

The Developer shall, at no expense to the City, except as hereinafter provided, construct all streets and lanes to the profile and the width, depth, and density of materials which may in the opinion of the City Engineer be required to serve the development area.

6.2 PAVEMENT MARKINGS, TRAFFIC AND STREET NAME SIGNS

The City shall, at the expense of the Developer, supply and install all traffic control and street name signs within the Development Area, the number and location of said signs to be determined by the City Engineer. The City shall, at the expense of the Developer, also contract the installation of all required thermoplastic roadway pavement markings including inlay and surface applied, as required for the Development Area. The Developer shall pay to the City the amount set out in Schedule "B".

6.3 ACCESS ROADS

The Developer is required to construct and adequately maintain, including dust control, any access roads into the Development Area until the last Construction Completion Certificate has been issued, and before being released from this requirement for maintenance the Developer shall, if required by the City Engineer, rebuild or reinstate said access roads to a condition satisfactory to the City Engineer. Access roads are designated in the special conditions of this agreement.

6.4 FENCING

The Developer shall, at no expense to the City, and to the satisfaction of the City Engineer, construct a wood, or approved equal, 1.8 m. high fence along the rear property line of all double frontage lots including lots adjacent to arterial roadways, to screen the property.

6.5 TREE INSTALLATION ON COLLECTOR ROADWAYS

The Developer shall pay for one tree per abutting lot along all collector roadways. The trees shall be planted by the City Parks Department between the curb and sidewalk where there is a separate curb and sidewalk or behind the sidewalk where there is mono curb and sidewalk at the request of the home owner or home builder.. The tree species shall be subject to the approval by the City Engineer. Should the Developer choose to plant the trees in conjunction with the development the dollar value for the trees will still be taken as part of this agreement. After the two year FAC period the City will refund the amount for any healthy tree abutting a completed home. The City will retain the money for any diseased, damaged or dead trees as well as any trees where the home has not yet been constructed. In either case the boulevard must be graded, loamed and seeded to prevent erosion.

6.6 LANDSCAPING OF BOULEVARDS & ENTRANCE WAYS TO SUBDIVISION

The Developer shall landscape entrance ways to the subdivision in an appropriate manner. Plans for boulevard landscaping shall be submitted to the City Engineer for approval. All medians are to include an irrigation and electrical connection. The City is prepared to assume the ongoing maintenance costs for trees and turf at these entrance ways after the issuance of the Final Acceptance Certificate for the roadway in question.

6.7 MAINTENANCE OF ROADWAYS BETWEEN CONSTRUCTION AND FAC

The City Engineer may request that the Developer clean the streets a maximum of two times until FAC is issued.

PART VII

ARTERIAL ROAD CONDITIONS

7.1 ARTERIAL ROADS AT DEVELOPER'S EXPENSE

Arterial road ways are constructed with funding from the offsite levy account. Developers are required to pay the arterial road levy component of the offsite levy in accordance with the Off-site By-law.

Developers are responsible for the costs of all connections of their subdivision to the arterial roadway network that will be required within 10 years of the development agreement. This includes road works from the development property line to the arterial road surface and any intersection improvements including traffic control and or traffic signals.

PART VIII

SIDEWALKS, CURBS & GUTTERS

8.1 SIDEWALKS, CURBS, AND GUTTERS AT DEVELOPER'S EXPENSE

The Developer shall, at no expense to the City, except as hereinafter provided, install or construct all sidewalks, curbs and gutters and lane crossings which may in the opinion of the City Engineer be required to serve the Development Area. All private sidewalk crossings shall be applied for through the City and shall be subject to the terms and conditions of the current City of Lethbridge Streets Bylaw.

PART IX

MUNICIPAL RESERVES, SCHOOL RESERVES, ENVIRONMENTAL RESERVES, BOULEVARDS, WALKWAYS AND SITE CONTROL

9.1 MUNICIPAL RESERVES AND SCHOOL RESERVES

All municipal reserve parcels including school reserves must be included in an adjacent phase of development. The Developer shall, at no expense to the City, provide the following infrastructure:

- Grade the site according to an approved grading plan and loam with 150mm (6") of topsoil.
- Seed and establish Turf which includes maintenance of the project for two full summer maintenance seasons (years) after CCC.
- Install post and chain fencing on road frontage and on walkway entrances to parks, MR or SR.
- Install a minimum 1.2m (4ft) chain link fence between the adjacent private lots and the parcel.
- Install water and electrical services to the property line of the parcel
- Install pathways and trees as per City Standards
- Provide the City Engineer with surveyed as-built drawings.

No Reserve shall be used as a dumping site for waste material.

9.2 SURPLUS MATERIAL STOCK PILES

Surplus material stockpiles may only be placed on private property. Piles cannot be placed in arterial right-of-ways or future arterial right-of-ways. Placement of piles on MR parcels must be discussed with the Parks Department beforehand. If requested, the Developer will provide the City with a life cycle plan for removal of any stockpile.

If there is excess topsoil in the development area the Developer is encouraged to contact the City Engineer about disposal of the topsoil at City sites.

9.3 BOULEVARDS

The Developer shall be responsible for the loaming and seeding of all boulevards which shall include the area between curbs in a median, the area between a separate curb and a separate sidewalk, and the area from the back of sidewalk to the property line should the property owner not have access. Seeding mix used will be either appropriate for irrigated turf or dry land mix as approved by the City Engineer. The Developer is responsible for maintenance of the turf until establishment as per the City minimum standards.

9.4 WALKWAYS

Designated walkways shall be developed and landscaped at the Developer's expense to meet the current City of Lethbridge standards, including vehicular traffic

control and lighting where required by the City Engineer. If paved, the Developer shall ensure that the paved surface of such walkways shall meet City of Lethbridge standards. Where deemed necessary by the City Engineer, concrete steps, ramps, landings and handrails will be supplied and installed by the Developer in compliance with current City standards.

9.5 WEED CONTROL

The Developer shall, at no expense to the City, and to the satisfaction of the City Engineer, ensure that the entire Development Area is maintained in a “weed free” condition, as required under the Alberta Weed Control Act and the current City By-Law until the last Final Acceptance Certificate for the phase is issued.

9.6 DUST AND EROSION CONTROL

The City brings to the attention of the Developer their responsibility for Dust and Erosion Control on any development area within the City. For this development area the City requests that the Developer submit an Erosion and Control Plan for the City’s review and approval before construction activity is undertaken. For any lots larger than single family the City will require the lot to be seeded if construction has not started by the spring following the CCC inspection. Once the development has Final Acceptance (FAC) then the Developer is responsible for removing all erosion control measures no longer required,

9.7 ENVIRONMENTAL RESERVES AND OTHER DESIGNATED AREAS

The Developer shall, at no expense to the City, and prior to the approval for stripping and rough grading of the Development Area, erect a permanent fence meeting City Standards on those property lines of Environmental Reserve Parcels and other areas designated by the City Engineer. Once a lot has been sold the fence will become the responsibility of the property owner. In addition, the Developer shall, at no expense to the City, grade, loam, seed and restore to the satisfaction of the City Engineer, the portions of the Environmental Reserve Parcels and other designated areas that are disturbed as a result of this development. Disturbed areas are to be restored to native cover.

The Developer shall ensure that the proposed grades of the adjacent lands are compatible with the existing grades of the Environmental Reserve Parcels.

PART X

ELECTRICAL DISTRIBUTION AND STREET LIGHTING

10.1 GENERAL

All Electrical Distribution within the Development Area to be installed as per the requirements of the City of Lethbridge Electric Utility.

The Developer shall enter into an agreement with the Electric Utility separate and distinct from this Service agreement.

PART XI

EASEMENTS

11.1 EASEMENTS

The Developer covenants with the City that it shall at its own expense register all easements necessary for the supply of municipal utilities, gas, telephone and cable television to and within the Development Area. The Developer further covenants that it will execute and deliver registerable Easement Agreements to the City which will be registered concurrently with the subdivision plan.

In the event that the Developer is not the owner of lands on which the easement is required, the Developer covenants to obtain a registerable easement from the registered owner and be responsible for the registration of the said Easement Agreement. The Developer shall provide the City with proof of registration as well as a copy of the Easement Agreement registered on the title.

PART XII

BONDS AND SECURITIES

12.1 BONDS OR OTHER SECURITIES

The Developer shall provide the City with a performance bond, irrevocable "Letter of Credit", or other form of security satisfactory to the City Engineer, in an amount of Five Hundred Dollars (\$500.00) for each lot contained in the Development Area, and such bond or other security shall be in a form and with a bonding company approved by the City Solicitor, the bond shall secure the performance of this Agreement or any alterations or extensions thereof. The minimum bond, irrevocable "Letter of Credit" or other security, required under this clause shall be in the amount of Twenty-five Thousand Dollars (\$25,000.00).

12.2 REDUCTION OF SECURITY AFTER ISSUANCE OF CONSTRUCTION COMPLETION CERTIFICATE

The amount of the security may, upon the Developer's request, be reduced by the City to Two Hundred and Fifty Dollars (\$250.00) per lot when all the Construction Completion Certificates have been issued. The minimum security required under this clause shall be \$12,500.00.

12.3 RELEASE OF SECURITY

The security will not be released by the City until all the Final Acceptance Certificates have been issued and all the requirements under this Agreement have been met by the Developer.

PART XIII

INDEMNITY CLAUSES

13.1 DEVELOPER TO INDEMNIFY CITY UNTIL ISSUANCE OF THE LAST FINAL ACCEPTANCE CERTIFICATE

The Developer, from the commencement of any activity, which shall, notwithstanding the generality of this agreement, be deemed to include activities of work or construction identified under this Agreement, whether or not commenced prior to the execution of this Agreement with The City of Lethbridge and whether or not the activity is along the boundaries of, within, or outside of the actual Development Area, shall indemnify, pay on behalf of, and save harmless the City, its officers, officials, agents, representatives, employees or volunteers, from any and all claims losses, damages, demands, actions, causes of actions, suits, or cost which may be brought against the City, its agents, or employees, by reason of any act or omission of the Developer during the period from the commencement of any activity identified under this Agreement until the last Final Acceptance Certificate has been approved and signed by the City Engineer issued in respect of such activity.

The Developer agrees that the Development Area, or such other areas, wherein the Developer is installing utilities and constructing improvements, is on a private Development Area.

13.2 WORK BY CITY

The City acknowledges that the indemnifications contained in Clause 13.1 above shall not apply to any work done by the City, its Agents employees, or any Contractors working under Contract by the City in the Development Area.

PART XIV

BOUNDARY CONDITIONS RECOVERY OR PAYMENT OF COSTS

14.1 DEFINITION

“Boundary Conditions” shall mean any infrastructure that becomes public domain, which defines the outer limit of the land owned or controlled by the Developer, from which an adjacent development will obtain a benefit for access and/or utilities.

14.2 RECOVERY OF COSTS

When the Developer is required to install underground utilities and/or surface improvements in boundary conditions, it is agreed that the City shall endeavour to assist in the recovery of a portion of the costs (exclusive of oversize) from the developer of the adjoining benefiting property for the improvements that are installed and/or constructed as the boundary condition defined in Clause 14.1. The amount to be recovered from the developer of the adjoining property shall be based on the estimated construction cost of the boundary condition improvement if such improvement were to be constructed at the date of signing the Service Agreement for the benefiting property.

14.3 PAYMENT OF COSTS

When the Development Area obtains a benefit for access and/or utilities within an existing boundary condition, the Developer shall pay a portion of the costs as defined in Clause 14.2.

14.4 SPECIFIED BOUNDARY CONDITION

The City shall endeavour to assist in the recovery of costs from subsequent developers for the following boundary conditions as listed in the special conditions of this agreement.

The Developer shall pay for a proportional share of the existing utilities and improvements as listed in the special conditions of this agreement.

PART XV

CONSTRUCTION COMPLETION CERTIFICATE

15.1 CONSTRUCTION COMPLETION CERTIFICATE (CCC)

When all utilities and improvements are substantially complete the Developer shall request an inspection of the completed work. Prior to the inspection, the following criteria shall be met:

CIVIL WORK CCC

Underground Utilities:

- A successful Bacteriological Test
- A successful Watermain Pressure Test
- Water has been turned on by City forces
- Notice of a completed pre-inspection by the Consulting Engineer and Contractor

Surface Improvements:

- Notice of a completed pre-inspection by the Consulting Engineer and Contractor.

LANDSCAPING IMPROVEMENTS CCC

- Notice of a completed pre-inspection by the Consulting Engineer and Contractor.

OTHER IMPROVEMENTS CCC

- This may include improvements not found in a standard development such as
 - Lift Station
 - Pathway
- Notice of a completed pre-inspection by the Consulting Engineer and Contractor.

The City Engineer shall cause an inspection to be made within thirty (30) days from the date of the request.

If defects or deficiencies in the utility or improvements are apparent during the inspection, a report of the defects and deficiencies will be submitted to the City Engineer, Developer and Contractor. Upon correction of the items listed in this report, the Consulting Engineer shall submit a minimum of two (2) copies of the Construction Completion Certificate attached as Schedule "C", duly signed and sealed by the Engineer on record.

When the City Engineer is satisfied that all identified defects have been corrected, in accordance with the approved plans and applicable specifications, the City Engineer shall sign the Construction Completion Certificate and shall indicate there on the date when the Developer shall be eligible to apply for a Final Acceptance Certificate.

If the Developer is not advised of any deficiencies within thirty (30) days of receipt of the Certificate by the City Engineer, the utility or improvement shall be deemed by the Developer to be completed. The warranty period shall therefore commence on the date of issuance of the Certificate or thirty (30) days after receipt of the Certificate by the City Engineer, if the Certificate is deemed to be issued.

15.2 CONDITIONS OF COMPLETION

The Developer understands and the parties hereto both agree that a utility or improvement shall be considered "complete" when the following conditions are met:

(1) SANITARY SEWERS

Sanitary sewers and service lines have been laid to approved grades and standards, all manholes are completed with properly formed inverts, free from obstructions and foreign matter such as rocks, silt and gravel. If upon inspection, the manhole rims and covers are not finished to the approved design grades of the lane or road in which they are installed, the Developer will be allowed to make the final adjustments until the issuance of the Final Acceptance Certificate.

(2) STORM SEWERS

The Storm Sewers shall be the same as the sanitary sewers above including catch basins and catch basin leads.

(3) WATER

The water mains and service lines have been laid to the approved grades and standards, tested, inspected and sterilized to the satisfaction of the City Engineer and are ready for the supply of water to the public, all the main and service valves, curb boxes, fire hydrants and other appurtenances are operable and undamaged and at elevations which are satisfactory to the City Engineer.

(5) SIDEWALKS, CURBS AND GUTTERS, SWALES AND CATCH BASINS

All sidewalks, curbs and gutters, swales and catch basins shall be fully completed to the approved design and grade, and all work shall be free from conditions deemed to be hazardous by the City Engineer.

All sidewalks, curbs and gutters, swales and catch basins outside the development area which are disturbed or damaged in conjunction with development of the subdivision shall be fully restored by the Developer, at no expense to the City in a manner acceptable to the City Engineer.

(6) PAVED STREETS AND WALKWAYS

All utilities located under the pavement in streets, lanes, or walkways shall be fully completed to the approved designs and grade, prior to the issuance of the Construction Completion Certificate for the respective facility. The paved surface of the streets, lanes or walkways shall be fully completed in accordance with the approved plans.

Streets, lanes and walkways outside the development area which are disturbed or damaged in conjunction with development of the subdivision shall be fully restored by the Developer, at no expense to the City in a manner acceptable to the City Engineer.

(7) PARKS AND BOULEVARDS

All parks, open space, boulevards and walkways within the Development Area as specified in Clauses 9.1, 9.3 and 9.4 shall have been completed in compliance with the approved landscaping plans and specifications provided by the Developer.

All parks, open space, boulevards and walkways outside the development area which are disturbed in conjunction with development of the subdivision shall be restored in a manner acceptable to the City Engineer.

(8) IRRIGATION SYSTEM

All piping and required appurtenances have been laid to approved grades and system tested to the satisfaction of the City Engineer. Back flow preventers must also be tested to the satisfaction of the City Engineer.

(9) FENCING

All fencing has been installed and completed to the satisfaction of the City Engineer.

(10) ENVIRONMENTAL RESERVES AND OTHER DESIGNATED AREAS

All environmental reserves and other designated areas in or adjacent the development have been graded, loamed, seeded or restored to the satisfaction of the City Engineer.

PART XVI

WARRANTY AND FINAL ACCEPTANCE

16.1 DEVELOPER RESPONSIBLE FOR WARRANTY

After the issuance of the Construction Completion Certificate the Developer shall be responsible at no expense to the City, for any and all repairs and replacements to any utilities and/or improvements which may become necessary from any cause whatever, until the Final Acceptance Certificate is signed and approved by the City Engineer.

The City will maintain all installed infrastructure between the CCC and FAC periods. Such maintenance may include snow removal and hydrant maintenance among others as needed.

16.2 DEFINITION OF WARRANTY

Without limiting the generality of the term, warranty for which the Developer shall be responsible is failure of or damage to any underground utilities, surface improvements, parks, boulevards and sprinkler systems, electrical distribution, street lighting and walkway lighting installed by or under contract to the Developer, but excluding electrical distribution, street lighting and walkway lighting, parks and sprinkler systems, if installed by the City of Lethbridge.

16.3 WARRANTY TO BE CONTINUOUS

The Developer agrees that warranty is a continuous operation which must be carried on until the signing and approval of the Final Acceptance Certificate for each utility and/or improvement constructed, and no releases from liability of any kind will be given until all repairs or replacements required by the City in his final inspection reports have been made.

16.4 DEVELOPER TO REPAIR OR REPLACE

If, during the construction and warranty period, any defects become apparent in any of the utilities and/or improvements installed or constructed under this Agreement and the City Engineer acting reasonably requires repair or replacements to be done, the Developer shall, within the time specified by the City Engineer, cause such repairs or replacements to be done. If the Developer defaults or an emergency exists, the City may do the repairs or replacement and recover the cost from the Developer as specified in Clause 17.1 herein.

16.5 COMPENSATION FOR USE OF SUBSTANDARD MATERIALS

If, during the construction period, the materials used do not meet standard specifications and the Developer reduces payment to the contractor accordingly, the dollar value of the hold back re substandard materials shall be remitted to the City to compensate for higher anticipated costs of maintaining the improvements constructed with the substandard materials. The City will not pay for material placed that exceeds the standards.

16.6 LITTER CONTROL DURING WARRANTY

During the warranty period the Developer will make reasonable efforts, in comparison to other developments, to collect construction litter from the development area and areas downwind of it. Where the source development of the construction litter is not clear the Developer will work together with the other developers in the area to clean up areas downwind. The Developer will actively encourage builders to contain construction litter on their sites. Where a Developer is unable or unwilling to address an issue related to construction garbage in or around his development, the Urban Construction Coordinator may have the construction garbage cleaned up at the Developers' expense.

16.7 CONDITIONS OF FINAL ACCEPTANCE BY CITY

The Developer also agrees that, until all obligations have been met, e.g. to comply with any geo-technical requirements, supply "as-built" plans, to provide registered Easement Agreements and pay any monies to the City which have been agreed to by the parties hereto, the acceptance by the City Engineer of this private development may be withheld.

16.8 WARRANTY PERIODS (excluding parks)

The Developer shall warranty all utilities and improvements for two (2) years from the date specified on the Construction Completion Certificates (CCC) including:

- Sanitary Sewer Mainlines
- Storm Sewer Mainlines and other Storm Systems (Wet and Dry Pond Civil work)
- Water Mains and Hydrants
- Sewer, Storm and Water connections
- Sidewalk, curbs and gutters, swales and catchbasins
- Paved Roads, Lanes and Pathways within the ROW

16.9 PARKS MAINTENANCE AND WARRANTY PERIODS

The Developer shall maintain and warranty the following applicable Parks infrastructure and improvements, including plantings, for two (2) growing seasons.

- Walkways within the MR or SR,
- Irrigation systems
- Parks
- Environmental Reserves, Storm Ponds and Other Designated Areas, which have been graded, loamed, seeded or restored

A growing season ends October 31 regardless of the date the CCC inspection was performed.

16.10 FINAL ACCEPTANCE CERTIFICATE

Prior to the expiration date of the warranty period as noted on the Construction Completion Certificate, for all of the utilities or improvements, the Developer and the Contractors shall inspect each utility or improvement. The Developer shall ensure that the Contractor corrects all defects and deficiencies. Subsequent to the correction of the said defects and deficiencies, the Developer shall make a request to the City Engineer for Final Acceptance Certificate for each utility or improvement.

The City Engineer shall cause an inspection to be made within thirty (30) days from the date of the request.

If defects or deficiencies in the utility or improvements are apparent during the inspection, a report of the defects and deficiencies will be submitted to the City Engineer, Developer and Contractor by the Consulting Engineer. Upon correction of the items listed in this report, the Consulting Engineer shall submit a minimum of two (2) copies of the Final Acceptance Certificate attached as Schedule "D", duly signed and sealed by the Engineer on Record.

When the City Engineer is satisfied that all identified defects have been corrected, in accordance with the approved plans and applicable specifications, the City Engineer shall sign the Final Acceptance Certificate.

16.11 PLOT PLANS

The Developer or their authorized representative shall affix a Vertical Grade Control Stamp on each Plot plan prepared for each lot developed within the Development Area as of April 1, 1998. This stamp approves the Vertical Grades as shown on the plot plan as being those elevations as shown on the submitted and approved Grading Plan prepared by the Developers Engineer.

PART XVII

GENERAL MATTERS

17.1 DEFAULT BY DEVELOPER

Should the Developer fail to comply with a notice of default within ninety (90) days of posting the said notice to the Developer, the City shall have the right to terminate this Agreement and after termination of this Agreement the City shall, at its sole option, have the right to complete the development and recover the cost either by way of the Developer's Performance Bond or in like manner as municipal taxes, and the City's election to proceed under either of the above shall not preclude the recovery of the monies owing by any other method available. The City shall, however, be under no obligation to proceed to complete the development.

17.2 ACCESS AFTER BUILDING PERMIT RELEASE

The City will release building permits once the sanitary, storm and water systems are fully operational and the roadways have been paved.

The Developer shall at all times, until issuance of the Construction Completion Certificate, provide and continuously maintain access:

- (1) for garbage removal, police and fire protection
- (2) to all utility poles, pedestals, transformers, service valves, etc., which are used to provide service to the development area

17.3 EROSION CONTROL

The Developer shall take effective measures to control erosion in the Development Area so that deleterious material originating therein shall not be conveyed there from by any means whatsoever and so that it does not become a nuisance, a danger, cause damage to property nor cause unnecessary harm to the environment. This work shall include installation of snow fencing to minimize drifting in new areas.

The Developer is required to submit an erosion control plan designed by an experienced designer for review by the City Engineer before a letter of permission to construct will be issued.

The Developer is required to carry out the plan as approved by the City Engineer and submit a letter, signed by a Professional Engineer, certifying that the plan has been carried out before the Construction Completion Certificate for Surface Works will be issued.

Due diligence must be demonstrated in order to limit the extent and magnitude of erosion off the site. The Developer shall be responsible at his own cost for any remedial work required to restore areas impacted by erosion occurring within or outside the development area caused as a result of development.

In cases where, in the reasonable opinion of the City Engineer, adequate measures have not been implemented to control erosion, the City Engineer can request additional measures to be taken. In cases where the Developer is unwilling to

implement the additional measures the City Engineer may have additional erosion control measures implemented and recover the cost from the Developer.

In emergency situations where erosion is occurring, the City Engineer will notify the Developer or his authorized representative of the erosion problem. If, in the event the Developer fails to promptly comply with the requirements specified by the City Engineer, the City Engineer shall be at liberty to take whatever reasonable measures the City Engineer deems necessary in order to mitigate damages resulting from erosion.

The City Engineer shall, within forty-eight (48) hours, notify the Developer in writing of any such action taken by the City. The Developer covenants to reimburse the City for all reasonable costs incurred to control the erosion problem.

For the purpose of this section the Developer's authorized representative shall be the resident engineer as identified in the beginning of this agreement.

Should there be a change in the construction schedule resulting in an area being left exposed to wind or water erosion for a period greater than 30 days, the Developer will be required to submit an amended erosion control plan for approval by the City Engineer and subsequently stabilize the exposed area in accordance with the approved amendment.

The Developer must also comply with any provincial or federal regulations regarding erosion control that may apply. The Developer is fully responsible for meeting the erosion control and sedimentation requirements of provincial and federal legislation. Compliance with City of Lethbridge requirements does not necessarily mean that the requirements of provincial and federal legislation have been satisfied.

17.4 RESTORATION OF CITY STREETS, BOULEVARDS AND SIDEWALKS

Where streets, boulevards or sidewalks adjacent to the Development Area are disturbed, the Developer shall be responsible for restoration of such disturbed areas as soon as practicable.

The City Engineer shall notify the Developer of the restoration requirements. The Developer shall have thirty (30) days to complete the restoration work, unless the hazard posed by the disturbed area warrants immediate action. Should the Developer fail to comply with the restoration requirements, within the defined time period, the City Engineer shall be at liberty to take whatever measures the City Engineer deems reasonably necessary. The City Engineer shall, within forty-eight (48) hours, notify the Developer in writing of the action taken by the City Engineer. The Developer covenants to reimburse the City for all costs incurred to restore the streets, boulevards or sidewalks.

17.5 INFORMATION TO THE PUBLIC

The Developer shall be responsible for keeping the public informed of all land use designations in accordance with the Lethbridge Land Use By-Law or any other applicable By-Law or Statute; street names within the Development Area, bus routes,

truck routes and arterial roads, a 24-hour trouble number in case of utility or roadway problems during the warranty period, the location of school sites when specified by the School Board, municipal reserve areas, ornamental parks and other amenities in the Development Area and the said information shall be shown in all brochures and billboards and other advertising where maps are used in connection with promotion and sale of lots in the Development Area. The Developer shall, prior to sale of lots within the subdivision, erect a sign to the satisfaction of the City Engineer acting reasonably, showing the above-noted information, and shall maintain the said sign until issuance of the Final Acceptance Certificate.

17.6 SURVEY CONTROL STATIONS

The Developer shall, at no expense to the City, replace any or all of the survey control stations which have been placed throughout the Development Area that have been removed, or damaged due to the development of the area.

17.7 DEVELOPER'S RIGHT TO INSTALL

It is understood that the Developer's right to install and construct utilities and other services within the Development Area under the terms of this Agreement shall cease upon the expiration of twenty-four (24) months from the date of execution of this Agreement, unless prior to the expiration of the said twenty-four (24) month period the Developer obtains the consent in writing of the City Engineer to extend the date of completion. Such consent shall not be unreasonably withheld; however, the Developer may be required to do such other work in accordance with the City requirements in force during the extension period. Termination of the Developer's right to develop upon the expiration of the said twenty-four (24) month period, or under any extension by the City Engineer, does not relieve the Developer from any of his obligations under this Agreement and, in particular, from the obligation to make any payments required to be made to the City.

17.8 PAYMENTS

The Developer agrees to make payments to the City for monies owing for work to be done or materials to be supplied by the City, within sixty (60) days of billing by the City Engineer and the City agrees to pay the Developer on the same basis.

17.9 WAIVER

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 breach of such covenant or provision, or of any other covenant, provision or term of this Agreement.

17.10 ARBITRATION

In the case of any dispute between the parties hereto, with respect to any matter arising out of this contract, either party hereto shall give to the other notice of such dispute. Thereupon each party shall appoint an arbitrator, and these shall jointly select a third and the decision of any two shall be final and binding upon the parties.

Procedure shall conform to the Arbitration Act for the Province of Alberta. In case of failure of the two arbitrators appointed by the parties hereto to agree upon a third arbitrator, such arbitrator shall be appointed by a Judge of the Court of Queen's Bench of Alberta.

The cost of arbitration shall be apportioned against the parties hereto, or against any one of them as the arbitrators shall decide.

17.11 BINDING ON SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon the parties hereto, their successors and assigns.

17.12 AGREEMENT TO BE EFFECTIVE ONLY ON SIGNING BY BOTH PARTIES

This Agreement shall not be in force or bind any of the parties hereto until executed by all the parties named herein.

17.13 TIME

Time shall be of the essence of this Agreement.

IN WITNESS WHEREOF the Developer and the City of Lethbridge have caused to be affixed hereto their respective corporate seals, attested to by their respective proper officials, on the date set out above.

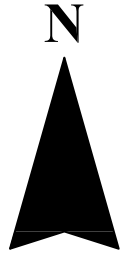
CITY OF LETHBRIDGE:

MAYOR

CITY CLERK

DEVELOPER

SCHEDULE 'A'
SUBDIVISION NAME - PHASE
AREA = XX.XXX HECTARES



**NOTE : Portion to be approved is outlined thus
and contains approximately X.XXX Ha
Distance and areas are approximate and are
subject to change upon final survey.**

SCHEDULE "B"
DEVELOPMENT FEES FOR
SERVICE AGREEMENT PHASE
SERVICE AGREEMENT #

Developer: _____

Total Development Area: 0 _____ ha.

Net Development Area: 0 _____ ha.

Description of Development Fees	Fees	G.S.T (5%)	Total Fees
1 Offsite Levy - Water (clause 1.9)(Net Area)	\$0.00	n/a	\$0.00
2 Offsite Levy - Sanitary Sewer (clause 1.9)(Net Area)	\$0.00	n/a	\$0.00
3 Offsite Levy - Storm Sewer (clause 1.9)(Net Area)	\$0.00	n/a	\$0.00
4 Arterial Roads (clause 7.1)(Net Area)	\$0.00	n/a	\$0.00
5 Urban Construction Administration Fee (clause 1.10)	\$0.00	\$0.00	\$0.00
6 Pavement Markings, Traffic & Street Name Signs (clause 6.2)	\$0.00	\$0.00	\$0.00
7 Trees on Collector Roadways (clause 6.5)	\$0.00	\$0.00	\$0.00
8 Boundary Conditions			
Total Fees	\$0.00	\$0.00	\$0.00
Total Credits (From Schedule "E")	\$0.00	\$0.00	\$0.00
Totals	\$0.00	\$0.00	\$0.00
TOTAL BALANCE DUE TO THE CITY			\$0.00

 URBAN CONSTRUCTION COORDINATOR

 DEVELOPER

 DATE:

 DATE:

SCHEDULE "C"
CONSTRUCTION COMPLETION CERTIFICATE
SERVICE AGREEMENT PHASE
SERVICE AGREEMENT #

Developer: _____

Service Agreement Date: _____

Contractor: _____

Municipal Improvement: _____

Boundaries of Development Area: _____

Date of Application: _____

I _____, OF THE FIRM _____
"CONSULTING ENGINEERS", HERBY CERTIFY THAT THE MUNICIPAL IMPROVEMENT WORK NOTED
HERIN IS COMPLETE AS DEFINED BY THE SERVICE AGREEMENT MENTONED ABOVE AND
CONSTRUCTED, INSTALLED AND INSPECTED, AS FAR AS CAN BE PRACTIACALLY ASCERTAINED
ACCORDING TO THE CITY OF LETHBRIDGE SERVICING STANDARDS IN COMPLIANCE WITH THE
REQUIRMENTS OF THE SERVICE AGREEMENT. I HEREBY RECOMMEND THIS MUNICIPAL
IMPROVEMENT FOR APPROVAL FOR A CONSTRUCTION COMPLETION CERTIVICATE.

Consulting Engineer's Inspector Date

Seal _____
Signing Officer P.Eng. (Consulting Engineering Firm) Date

Approved On _____
City Engineer's Representative

Rejected on _____
City Engineer's Representative

Cause(s) for Rejection: _____

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

Approved _____
Project Engineer (Consulting Engineering Firm)

Date Maintenance Period to Start: _____

Date Maintenance Period to Expire: _____

SCHEDULE "D"

FINAL ACCEPTANCE CERTIFICATE SERVICE AGREEMENT PHASE SERVICE AGREEMENT

Developer: _____

Service Agreement Date: _____

Contractor: _____

Municipal Improvement: _____

Boundaries of Development Area: _____

Date of Application: _____

Maintenance Expiry Date: _____

I _____, OF THE FIRM _____
"CONSULTING ENGINEERS", HERBY CERTIFY THAT AS OF THE ABOVE DATE THE SAID MUNICIPAL
IMPROVEMENT MEETS ALL THE REQUIRMENTS FOR FINAL ACCEPTANCE AS SPECIFIED BY THE
CITY OF LETHBRIDGE SERVICE AGREEMENT, AND I HERBY RECOMMEND THIS MUNICIPAL
IMPROVEMENT FOR FINAL ACCEPTANCE BY THE CITY OF LETHBRIDGE

Consulting Engineer's Inspector Date

Seal _____
Signing Officer P.Eng. (Consulting Engineering Firm) Date

Approved On _____
City Engineer's Representative

Rejected on _____
City Engineer's Representative

Cause(s) for Rejection: _____

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

Approved _____
Project Engineer (Consulting Engineering Firm)

SCHEDULE "E"
CITY DEVELOPMENT CREDITS FOR
SERVICE AGREEMENT PHASE
SERVICE AGREEMENT #

Developer: 0 _____

Total Development Area: 0 _____ ha.

Net Development Area: 0 _____ ha.

	Description of City Development Credits	Credits	G.S.T (5%)	Total Credits
1	Sanitary Sewer Mains Oversize Costs (clause 3.2)	\$0.00	\$0.00	\$0.00
2	Storm Sewer Mains Oversize Costs (clause 4.3)	\$0.00	\$0.00	\$0.00
3	Water Mains Oversize Costs (clause 5.2)	\$0.00	\$0.00	\$0.00
4	Arterial Road Purchase	\$0.00	\$0.00	\$0.00
5	Sewage Lift Station (clause 3.6)	\$0.00	\$0.00	\$0.00
6	Boundary Conditions (clause 14.4)	\$0.00	\$0.00	\$0.00
Totals		\$0.00	\$0.00	\$0.00
TOTAL BALANCE DUE TO DEVELOPER				\$0.00

 URBAN CONSTRUCTION COORDINATOR

 DEVELOPER

 DATE:

 DATE:

SCHEDULE "F"
CONSULTING ENGINEERS CONFIRMATION
SERVICE AGREEMENT PHASE
SERVICE AGREEMENT #

I _____ OF THE FIRM _____

HERBY CERTIFY THAT:

I AM THE RESPONSIBLE ENGINEER ON RECORD FOR THIS PHASE OF DEVELOPMENT;

AND AS A SIGNING REPRESENTATIVE OF

HAVE REVIEWED MY CLIENT'S OBLIGATION UNDER THIS AGREEMENT

PROJECT ENGINEER (CONSULTING ENGINEERING FIRM)

AUTHORIZED REPRESENTATIVE (IF APPLICABLE)

ENGINEER'S STAMP

PERMIT TO PRACTICE NUMBER

SCHEDULE "G"
REQUIRED CCC AND FAC DOCUMENTS
SERVICE AGREEMENT PHASE
SERVICE AGREEMENT #

This agreement will be considered complete once all required improvements have been completed.

IMPROVEMENT	REQUIRED
CIVIL WORK	
- Underground Description	
- Surface Description	
- Wet Pond Description	
- Dry Pond Description	
LANDSCAPING WORK	
- Wet Pond Description	
- Dry Pond Description	
- Street Description	
- Park Description	
OTHER WORK	
- Lift Station Description	
- Pathway Description	
- Other Description	

The Urban Construction Coordinator will be responsible for adding the CCC and FAC dates once they have been issued.

Once all required FAC's have been issued the agreement will be complete.