



POLICY

POLICY NO:	612	APPROVAL DATE:	March 21, 2016
TITLE:	Land Development Municipal Improvements	REVISION DATE:	
SECTION:	Lands, Roads and Buildings	PAGE	1 OF 5
DEPARTMENT:	Engineering Services Department		

POLICY STATEMENT

The City of Grande Prairie (the “City”) may require a Developer to install and construct certain capital improvements and services as a condition of a development permit or subdivision approval, pursuant to Sections 650 and 655 of the *Act*.

Council wishes to provide clear direction as to the key terms and processes for dealing with such Municipal Improvements under the City's development agreement process.

PURPOSE

To establish certain standardized terms which may be incorporated into individual development agreements and to outline the City's processes and obligations regarding the installation, construction, maintenance and acceptance of the Municipal Improvements to be undertaken by a Developer.

RELATED INFORMATION

A. DEVELOPMENT PLANNING

1. Development areas shall be planned in conformance with the Intermunicipal Development Plan (IDP), the City's Municipal Development Plan (MDP), Area Structure Plans (ASP's), Area Re-development Plans (ARP's), Outline Plans (OP's) and Land Use Bylaw (LUB). Developers are encouraged to reference the City's “Guide to Land Development Process” to understand the steps involved in the City's development review and approval processes associated with ASP's, ARP's and OP's.
2. Not all areas within the City limits are readily serviceable. Development staging is preferred to allow for the most fiscal, social and environmentally sustainable sequence. The City reserves the right to manage land use and development approval within the City limits, pursuant to its jurisdiction under provincial laws.
3. Council will adopt, by Resolution, long range plans to provide an overall framework to guide the provision of Municipal Improvements.
4. The City will consult and consider Developer requests when updating City Standards.

B. DEVELOPMENT AGREEMENTS

1. Developers shall enter into agreements with the City for the provision of Municipal Improvements and Other Utility Services for development. Issues to be addressed in such development agreements may include, but will not be limited to:
 - (i) construction and installation of Municipal Improvements;
 - (ii) installation of Other Utility Services;
 - (iii) contracts for installation of Municipal Improvements;
 - (iv) use of public lands;
 - (v) safety;
 - (vi) construction completion and transfer of Municipal Improvements;
 - (vii) maintenance period and final acceptance;
 - (viii) upkeep of landscaping in development area;
 - (ix) developer responsibility for all costs and expenses;
 - (x) shared costs of oversized Municipal Improvements; and
 - (xi) levies and fees.
2. Municipal Improvements and Other Utility Services shall be constructed in accordance with City Standards.
3. Developers may be required to provide land and rights-of-way to the City for the provision of Municipal Improvements and Other Utility Services in accordance with the *Act*.
4. Municipal Improvements and Other Utility Services shall be extended through development areas to the boundaries of adjacent developments.
5. Developers shall be responsible for the provision of Arterial Roads as per the Transportation Off-Site Levy Bylaw C-1197, as amended or replaced.

C. DEVELOPMENT FINANCING

1. Developers shall be solely responsible for all costs and expenses associated with development, unless otherwise approved by Council.
2. In accordance with Section 651 of the *Act*, the City may require the Developer to construct or pay for Municipal Improvements with an excess capacity. In that regard, the City shall not be responsible for payment of any portion of the costs associated with the construction of Municipal Improvements with Excess Capacity, except as may be specifically provided in a binding agreement with the City, or except in respect to lands owned or acquired by the City. The City shall use reasonable efforts to assist a Developer in the recovery of the Developer's costs in constructing any Municipal Improvements with Excess Capacity by requiring payment of the next developer's proportionate share as a condition of their development permit, subdivision application, or development agreement. The City is not, however, a guarantor of payment by subsequent developers.

3. The City encourages adjacent developers to enter into joint ventures to provide the most equitable manner of development and the sharing of costs.
4. The calculation of off-site levies payable by a Developer shall be conducted in accordance with the provisions of the applicable Off-Site Levy Bylaws, as amended or replaced. The City currently assesses off-site levies for the provision of Arterial Roads to new growth areas as per the Transportation Off-Site Levy Bylaw C-1197, as amended or replaced.
5. A Developer shall, in order to ensure performance of its covenants and obligations under an agreement for a development area, supply security to the City on or before the execution date of the development agreement.
6. Subject to Section 7, the security provided under a development agreement may consist of:
 - (i) a cash security deposit. If security is provided by way of cash, the City shall not accept any cheque which is not certified;
 - (ii) an irrevocable and unconditional Letter of Credit ("Letter of Credit") issued by a Chartered Bank, a Credit Union or ATB Financial in a form acceptable to the City and its solicitor; or
 - (iii) a Subdivision Bond issued by a surety company and in a form acceptable to the City and its solicitor.
7. Security under a development agreement shall be required as follows:
 - (i) Fifty (50%) percent of the estimated costs of constructing and installing of all major Municipal Improvements when the Developer is providing security in the form of a Letter of Credit; or
 - (ii) One Hundred (100%) percent of the estimated costs of constructing and installing of all major Municipal Improvements when the Developer is providing security in the form of a Subdivision Bond; and
 - (iii) One Hundred (100%) percent of the estimated costs of constructing and installing all of minor Municipal Improvements, in any form of acceptable security.

The total amount of the security provided in the form of a Letter of Credit shall at no time be less than the amount owing under the agreement in respect of levies and other fees and charges.

Or

- (iv) A Subdivision Bond in the amount of One Hundred (100%) percent of the estimated costs of constructing and installing all major and minor Municipal Improvements.
8. Off-site levies, fees and other charges required under a development agreement shall be paid or secured by a Letter of Credit.

9. For the purposes of determining the amount of security required under a development agreement, the estimated costs for 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 engineering consultant shall prepare cost estimates which shall be submitted to the City for approval and, if approved by the City, such cost estimates shall be used.
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DEFINITIONS

"Act" means the Municipal Government Act, RSA 2000, Chapter M-26, as amended or replaced.

"Aquatera" means Aquatera Utilities Inc.

"City" means the municipal corporation of the City of Grande Prairie, or the area contained within the boundaries thereof, as the context requires.

"City Standards" means:

- (i) the standards and specifications as set out in the City's "Standard Guidelines for Design & Development of Municipal Improvements" and the City's "Standard Specifications for Construction of Municipal Improvements", presently in effect and as may be amended in future from time to time, for design, construction and installation of all Municipal Improvements;
- (ii) in the case of water and wastewater, Municipal Improvements include standards prescribed by Aquatera in the City's "Standard Guidelines for Design & Development of Municipal Improvements" and the City's "Standard Specifications for Construction of Municipal Improvements";
- (iii) any additional standards, conditions or requirements imposed upon the development by the City's Development Authority, Subdivision Authority, Subdivision and Development Appeal Board or Development Officer or by Aquatera acting reasonably;
- (iv) any condition of the approval of the Plans imposed by the City or Aquatera acting reasonably; and
- (v) all codes, regulations, legislation, design and engineering standards applicable to the development area.

"Council" means the duly elected municipal council of the City.

"Development" has the meaning provided in the *Act*.

"Excess Capacity" means Municipal Improvements installed or constructed with capacity in excess of that required for the servicing of a proposed development area and the City Standards.

“Municipal Improvements” means all those improvements required by the City or Aquatera to be constructed and installed to City Standards to service the development area, including but not limited to:

Major Improvements

- (i) sanitary and storm sewer drainage systems including all necessary connections and equipment;
- (ii) water mains including fittings, valves, hydrants and the looping of water mains beyond the development area in order to safeguard and ensure the continuous supply of water in the development;
- (iii) service connections from the sanitary sewer, storm sewer, and water mains to the property lines of individual lots;
- (iv) oversizing of roadways and water, sewer and storm sewer systems to accommodate future land development areas;
- (v) curbs and gutters;
- (vi) asphalt street paving (excluding Second Lift Asphalt);
- (vii) Traffic control devices of all kinds; and
- (viii) grading of service area.

Minor Improvements

- (i) sidewalks, trails and associated lighting;
- (ii) park development on dedicated lands;
- (iii) extensions to the survey control network;
- (iv) utility lot, boulevard and other landscaping;
- (v) fencing;
- (vi) landscaping and tree planting; and
- (vii) second lift asphalt.

“Other Utility Service” means electric, telecommunications and natural gas services.

RESPONSIBILITIES

City Council will review and approve any revisions to this policy.

City Manager will review and approve any procedures related to this policy.

City Administration will carry out the policy based on established procedures.