



CATEGORY: Administration  
POLICY #: C.d. 018  
OWNER DEPT: CAO  
DATE APPROVED BY COUNCIL:  
January 20, 2015

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## TITLE: DEVELOPMENT PROCESS POLICY

### POLICY STATEMENT:

The Town of Slave Lake will promote and ensure quality development through clear processes and procedures which outline the obligations of both the developer and the Town.

### POLICY OBJECTIVE:

The objective of this policy is to:

1. Ensure the Development Process is consistent with the Town's Development Standards and Procedures.
2. Minimize risk to the Town that might occur through improper design and construction.
3. Facilitate positive relationships between Developer and the Town through clear expectations.
4. Provide a consistent, fair and transparent process.
5. Allow for efficient use of Town resources.

SIGNED: Ben Vane  
CAO

DATE: Feb. 5 2015

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**1.0 DEFINITIONS**

1.01 *“Consulting Engineer”* shall mean the consulting Professional Engineer registered to practice engineering in the Province of Alberta, retained by the Developer, at the Developer’s expense.

1.02 *“Subdivision Area”* shall mean that portion of the lands which are delineated and outlined in the pertinent Development Agreement.

1.03 *“Town Engineer”* shall mean the Professional Engineer or Engineers employed or retained by the Town at the Town’s expense or as otherwise indicated in this Agreement

1.04 *“Acceptance”* shall mean a written acceptance by the Town of the Municipal Improvements, or a portion(s) thereof, required as part of a Development Agreement, prior to the expiration of the Guarantee Period.

1.05 *“Guarantee Period”* with respect to the Municipal Improvements shall mean a period of two (2) years from the date on which the Director of Operations notifies the Developer in writing that the Town has accepted the said Municipal Improvements, or any of them, as constructed and installed by the Developer, and until the issue of the (“F.A.C.”) Final Acceptance Certificate, for such Municipal Improvements.

1.06 *“Municipal Improvement”* shall mean and include the following within the Subdivision Area and such of the following as agreed to outside the Subdivision Area:

- (a) Sanitary sewers and all appurtenances incidental thereto;
- (b) Storm drainage system and all appurtenances incidental thereto;
- (c) Water mains, including all fittings, valves and hydrants and other appurtenances incidental thereto;
- (d) Service connections from the sanitary sewers, water mains and storm drainage system where required to the property line of lots within the Subdivision Area;
- (e) Paved roads and lanes where provided in the subdivision design;
- (f) Lighting systems for streets and Public Properties;
- (g) Underground electric power lines and facilities;
- (h) Natural gas service;
- (i) Telephone service;
- (j) Cable Television service;
- (k) Surface drainage systems for positive lot drainage;
- (l) Concrete curbs, gutters and sidewalks;
- (m) Preliminary lot grading to permit positive natural drainage;
- (n) All traffic signs and traffic control devices, street signs and subdivision entrance signs;
- (o) Upgrading of Survey Control Monuments to Development Area Standards and re-establishing network as required by the Town;
- (p) Uniform Fencing;

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- (q) Park Development on Dedicated Lands including but not limited to grading and draining to final design grades, placing of topsoil, seeding and landscaping to an approved tree and shrub planting plan;
- (r) Landscaping and all other improvements of the Developer's lands, all boulevards, buffer strips, playground areas, and public properties;
- (s) All other improvements as listed in Schedule "C";
- (t) Oversize of Municipal Improvements to accommodate future developments on lands adjacent to the Subdivision Area.

1.07 "Town" shall mean the Town of Slave Lake.

**2.0 RESPONSIBILITIES**

2.01 Town Council :

Sets the policy with regard to the Development Process and approves development agreements for the development of specific parcels of land.

2.02 Chief Administrative Officer (CAO):

Ensures the policy is applied and makes decisions with regard to deviations to the Town's standards.

2.03 Director of Operations

Ensures the policy is followed and makes decisions with respect to the issuance of the Initial Acceptance Certificate and the Final Acceptance Certificate. Make recommendations to Council with respect to development requests that deviate from the Town's Policies or the Development Standards and Procedures.

2.04 Director of Planning & Development

Ensures the policy is followed and makes decisions with respect to the type of development agreement that will be utilized. Make recommendations to Council with respect to approval of the development agreement and handles requests that deviate from the Town's Policies or the Development Standards and Procedures.

**3.0 STANDARDS/GUIDELINES**

3.01 All standards and guidelines shall be in accordance with the Town's prevailing Development Standards and Procedures.

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**4.0 POLICY PROCEDURES**

**PRELIMINARY DISCUSSIONS**

- 4.01 Initial discussions with respect to subdivision should take place with the Director of Planning and Development and the Director of Operations.
- 4.02 The Developer will be required to present the Town with a Preliminary Development Proposal. The proposal must be in accordance with the Municipal Development Plan and any other planning and engineering studies and reports.
- 4.03 The Developer shall engage a Consulting Engineer to prepare submissions, drawings, studies and reports.

**DEVELOPMENT AGREEMENT**

- 4.04 A Development Agreement may be required from the Town prior to the approval of a development permit application or subdivision application.
- 4.05 The drafting of Development Agreements will not commence until a decision has been rendered by the Municipal Planning Commission with respect to a subdivision.
- 4.06 The Developer will work with the Director of Planning and Development and the Director of Operations with respect to the preparation of the Development Agreement.
- 4.07 The Director of Planning and Development will prepare the Development Agreement based on the standard formula used for all developers and may outsource the drafting of the agreement to the Town's legal counsel. The Type of Development Agreement utilized and the cost recovery of the costs to outsource the drafting of the agreement is established in Policy C.d. 017 Cost Contribution Policy and Policy C.d. 015 Recovery of Legal Cost – Development Agreements.
  - 4.07-1 The Director of Planning and Development will notify the Developer within ten (10) days of Subdivision Approval if in his/her opinion the complexity of the development is such that the drafting of the Development Agreement will be outsourced.
  - 4.07-2 The Director of Planning and Development will ensure the Developer signs the Acknowledgment Form RE: Legal Costs (Appendix "A") prior to engaging legal counsel for drafting of the agreement.
  - 4.07-3 The Director of Planning and Development will provide the Developer with a cost estimate to prepare the Development Agreement and notify the Developer of the Cost Recovery process as established in Policy C.d. 015 Recovery of Legal Costs – Development Agreements. The Developer will be further notified that the cost estimate is for the original draft of the Development Agreement and does not include costs for

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further amendments to the Development Agreement initiated by the Developer.

- 4.07-4 The Director of Planning and Development will provide the Developer with a copy of our standard form Development Agreement within seven (7) days of the Developer signing the Acknowledgement Form RE: Legal Costs.
- 4.07-5 The Director of Planning and Development will provide the Developer with the initial draft of the outsourced Development Agreement within twenty one (21) days of the Developer signing the Acknowledgement Form RE: Legal Costs.
- 4.08 The Developer will be required to deliver and deposit with the Town, security in the form of an Irrevocable Letter of Credit that guarantees the performance of all the terms and conditions of the Development Agreement. The amount of security required is determined by the Director of Operations in accordance with the Development Standards and Procedures.
  - 4.08-1 Letters of Credit shall be irrevocable and unconditional.
  - 4.08-2 Letters of Credit shall only be accepted if they are issued by a recognized banking institute and shall be subject to the approval of the Town.
  - 4.08-3 Letters of Credit shall contain an automatic renewal clause and the Bank shall provide the Town with notice of expiry.
- 4.09 The Developer will be required to submit cost estimates, prepared by his/her Consulting Engineer, for the municipal services required for the subdivision.
  - 4.09-1 The Director of Operations will review the cost estimates with the Town Engineer to ascertain if the estimates are reasonable. Within fourteen (14) days of receipt of the cost estimates, the Director of Operations will then notify the Developer and request security in the form of an Irrevocable Letter of Credit in accordance with the Development Standards and Procedures.
  - 4.09-2 Any requests for a form of security other than an Irrevocable Letter of Credit must be approved by Council. In the event the Developer requests an alternate form of security, the Director of Operations will prepare a Report to Council with a recommendation.
- 4.10 The Development Agreement will include the construction of all Municipal Improvements within the defined "Subdivision Area". This may require the Developer to front-end construction that may benefit future adjacent development lands. The Town will, in these cases allow in the Development Agreement, a recovery mechanism for these

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shared costs from future developers as a precondition to the Town entering into a Development Agreement with such future developers.

- 4.10-1 Once the Development Agreement is complete and the Developer has signed and sealed all three original copies, the Director of Planning and Development will prepare a Report to Council with a recommendation for endorsement of the Development Agreement.
- 4.10-2 Once Council endorses the Development Agreement, the Director of Planning and Development will ensure the Mayor and Chief Administrative Officer sign and seal all three copies of the agreement.
- 4.10-3 The Director of Planning and Development will send two original signed and sealed copies of the Development Agreement to the Developer along with a copy of the Development Process Package (Appendix "B") and give the remaining original copy to the Administration Department for filing in the Agreements Files.
- 4.10-4 The Director of Planning and Development will ensure a copy of the Development Agreement is filed in the pertinent Subdivision file.

4.11 Once the Development Agreement has been executed, the subdivision will then be then be registered with Alberta Land Titles.

- 4.11-1 The Director of Planning and Development will ensure all conditions of Subdivision Approval have been met prior to preparing the Subdivision Authority Approval Letter (Appendix "C"). This will include the receipt of the required security under the agreement.
- 4.11-2 Once the Subdivision Authority Approval Letter has been signed and sealed by the Chief Administrative Officer, it is sent to the applicant with an Endorsement Cover Letter (Appendix "D" ). The applicant then forwards all required documentation to Alberta Land Titles for registration.
- 4.11-3 The Director of Planning and Development will diarize the date of endorsement to ensure the subdivision has been registered with Alberta Land Titles within the specified one year time frame.
- 4.11-4 The Director of Planning and Development will notify the Director of Operations once the Development Agreement has been signed and the subdivision has been registered with Alberta Land Titles at which time construction of the municipal improvements may commence.

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**DESIGN APPROVAL**

- 4.12 The Developer must retain a Consulting Engineer who shall be responsible for the design and construction of the municipal improvements and the coordination of power, gas, phone, lighting and cable TV utilities.
- 4.13 The Consulting Engineer shall initiate preliminary discussions with the Director of Operations and the Director of Planning and Development about the proposed development concepts that may be considered by the Developer. Such concepts shall be in accordance with the various land use planning documents that have been adopted by the Town. Where other alternatives are suggested by the Developer, the Consulting Engineer will be required to supply the necessary design reports, which will support the request for a change in concept. The Director of Operations may require additional design briefs, alternate designs, pre-design report or geotechnical reports in support of a development proposal.
- 4.14 The Director of Operations will make available information, plans, reports or other details that might have been previously prepared and which may be relevant to the proposed development.
- 4.15 All municipal services shall be designed and constructed in accordance with the prevailing Development Standards and Procedures and shall be in accordance with accepted engineering design and practices.
  - 4.15-1 In the event the Developer is requesting a design or standard that is not consistent with the Town's Development Standards and procedures; that request must be submitted in writing and must outline the rationale for the proposed change, verify the proposal meets accepted engineering design and practices and ensure the proposal has been substantiated by the Consulting Engineer.
  - 4.15-2 The Director of Operations will review the proposal and provide the developer with written notification of acceptance or rejection of the proposal within fourteen (14) days of receipt of the proposal. The Director of Operations will ensure a copy of the letter accepting or rejecting the proposal is filed in the appropriate Subdivision and Operations files.
  - 4.15-3 The Developer may appeal the decision of the Director of Operations to the Chief Administrative Officer.
- 4.16 The Consulting Engineer shall, in his design work, take full consideration of existing conditions and services and base his/her design on a thorough understanding of soil and groundwater conditions, existing services, climatic exposures, and any special environmental concerns. Where considered necessary by the Director of Operations, special surveys, investigations or reports may be required in support of the proposed design.

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- 4.17 The quality of existing as-built information supplied by the Town is not in all cases reliable and must be verified in the field by the Consulting Engineer. The Developer will be required to extend the network of Alberta Survey Control Monuments in the Subdivision Area to the standard density for urban subdivisions.
- 4.18 During the design process the construction requirements for the subdivision area will be discussed between the Consulting Engineer and the Director of Operations.

**APPROVAL OF DETAILED PLANS BY THE TOWN**

- 4.19 The Town will not review any submissions of servicing arrangements from the Consulting Engineer unless the Developer has entered into a Development Agreement with the Town.
- 4.20 The Consulting Engineer shall submit two (2) complete sets of detailed plans and specifications for approval by the Town Engineer. A Consulting Engineer registered in the Province of Alberta must seal the plans and specifications.
- 4.21 A "Development Meeting" shall be scheduled by the Consulting Engineer during which preliminary drawings can be reviewed by all affected parties and all comments by the Director of Operations and/or the Town Engineer, and franchised utility companies, can be provided to the Consulting Engineer prior to submission of detailed drawings for approval.
- 4.22 The review of drawings by the Town Engineer will be expedited as much as conveniently possible. Should it be determined that special reports, such as network analysis, geotechnical reports, specialty design reports including pavement design, structural design reports, etc. are required, these reports will be submitted by the Consulting Engineer with the detailed Plan and Specifications for approval.
  - 4.22-1 The Developer shall submit a complete detailed design package to the Director of Operations. Within seven (7) days of receipt of the design package the Director of Operations shall notify the Developer in writing if the package is not complete and specify which elements are outstanding. A copy of the letter shall be filed in the pertinent Subdivision and Operations files.
  - 4.22-2 The Director of Operations will, within twenty one (21) days of receipt of a complete design package, either approve the detailed plans and Specifications (with or without required revisions) or advise the Consulting Engineer in writing of required changes or additions. A copy of the letter shall be filed in the pertinent Subdivision and Operations files.
  - 4.22-3 All costs associated with the Town Engineer's review of any more than one required revision to the detailed servicing plans and specifications shall be borne solely by the Developer, as per the Development Standards and Procedures. The Director of Planning & Development will ensure the Town Engineer has been notified of any special design provisions contemplated

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and approved in the Development Agreement that will impact the detailed design drawings.

4.23 The detailed drawings and specifications shall be complete and shall adequately detail all the municipal services to be constructed by the Developer. The drawings must include those drawings as specified in the Development Standards and Procedures.

**APPROVAL AND PERMITS BY OTHER AGENCIES**

4.24 The Consulting Engineer shall make application and obtain approval for all required permits from the various Government Agencies. The issuance of any approvals from the Town does not exempt the Developer from any additional requirements or approvals from any other agency.

4.25 The Consulting Engineer shall apply for installation of all franchised utilities and obtain complete plans for installation of all franchised utilities within the Subdivision Area. The Consulting Engineer shall ensure that there are no conflicts between the various alignments of utilities and prepare the necessary overall drawing showing the franchised utilities. The approval of the utility companies shall be shown on the drawing that will be submitted for approval to the Town Engineer.

4.26 Copies of applications, correspondence and approvals shall be forwarded to the Director of Planning and Development with complete detailed plans and specification. The Director of Planning and Development shall ensure all correspondence is filed on the appropriate Subdivision file.

4.27 The Developer shall pay all necessary permit fees, capital contributions or levies charged by the Town and other agencies or utility companies.

**CONSTRUCTION OF MUNICIPAL IMPROVEMENTS**

4.28 Construction of the Municipal Improvements shall only be commenced after the following conditions have been met:

- Signing of the Development Agreement
- Submission of the specified security, levies or development charges
- Approval of plans and specifications by the Town Engineer
- All permits and licenses have been obtained
- Registration of the Subdivision with Alberta Land Titles

4.29 A copy of all approved drawings and specifications shall be maintained at the construction site during the installation of services.

4.30 Construction shall be carried out in accordance with the requirements of all regulatory agencies. Construction sites shall be maintained in a safe, clean and organized manner. Adequate access shall be maintained to existing facilities and services. Service and/or traffic interruptions shall be scheduled in advance with the approval from the Director of

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Operations.

**ACCEPTANCE OF MUNICIPAL IMPROVEMENTS:**  
**TRANSFER OF MUNICIPAL IMPROVEMENTS TO TOWN**

4.31 When the Developer claims that the Municipal Improvements have been constructed and installed, the Developer shall give notice in writing to the Town. Only notices in writing received from the Developer or Consulting Engineer will be considered proper notification.

4.31-1 A completed Initial Acceptance/Final Acceptance Inspection Checklist (Appendix "E") must be submitted along with the Notification of Completion.

4.31-2 Upon receipt of Notification of Completion, the Director of Operations will forward a copy of the Development Process Package (Appendix "B") to the Developer.

4.31-3 Within ten (10) days of receipt of the Notification of Completion, the Director of Operations will review the Initial Acceptance/Final Acceptance Inspection Checklist submitted by the Developer to determine if the development is ready for inspection. If the development is not ready for inspection, the Director of Operations will inform the Developer in writing and ensure a copy of the letter is filed in the appropriate Subdivision and Operations files.

4.32 Within twenty one (21) days of receipt of Notice of Completion, the Director of Operations shall undertake an inspection unless conditions prevent such an inspection (see Section 4.43). The Director of Operations will notify the Developer in writing of its acceptance or rejection of the Municipal Improvements.

4.32-1 The Director of Operations will complete the Inspection Check Lists (Appendix "E") along with an IAC/FAC Record of Inspection Form (Appendix "F") and file both on the applicable Subdivision and Operations files. The Director of Operations will notify the Director of Planning & Development who will review the Development Agreement to ensure all conditions have been met with respect to issuance of an IAC. The Director of Planning & Development will notify the Director of Operations of any outstanding requirements that would impact the issuance of an IAC i.e. payment of levies or charges.

4.32-2 The Director of Operations will provide the Developer with written acceptance, within the time frame specified in Section 4.32, by completing the Initial Acceptance Certificate Form (Appendix "G") or Rejection of Municipal Improvements Letter (Appendix "H") and attaching the specified Deficiency List. The Director of Operations will ensure a copy of the IAC, Rejection Letter and Deficiency lists are filed in the applicable Subdivision and Operations files.

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4.32-3 Within ten (10) days of issuance of the Initial Acceptance Certificate, the Director of Operations shall provide the Director of Planning and Development with a value for deficiencies not accepted so that the required security can be reduced.

4.32-4 Within ten (10) days of notification from the Director of Operations, the Director of Planning and Development shall reduce the security held for the subdivision in accordance with the Development Standards and Procedures by completing the Letter for Reduction of Security (Appendix "I"). The Director of Planning and Development will ensure a copy of the letter is filed in the applicable Subdivision file.

4.33 Notices required under Sections 4.31 and 4.32 shall be given only between the Town and the Developer.

4.34 The Town shall be at liberty to issue a written conditional acceptance of all or a portion of any particular Municipal Improvement and the acceptance shall be conditional upon the completion of minor deficiencies 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 Acceptance; AND PROVIDED FURTHER, that the Guarantee Period in relation to any such deficiency, if not rectified within thirty (30) days, shall not commence until such time as the deficiency has been rectified by the Developer and received Acceptance from the Town.

4.35 Upon the Acceptance of the Municipal Improvements the Developer acknowledges that the Municipal Improvements shall become the property of the Town.

4.36 Not more than seventy five (75) days nor less than forty five (45) days prior to the expiration of the Guarantee Period the Developer shall give notice to the Town of expiration of the Guarantee Period and request a Final Acceptance Certificate.

4.36-1 A completed Initial Acceptance/Finance Acceptance Inspection Checklist (Appendix "E") must be submitted along with the request for the Final Acceptance Certificate.

4.36-2 Within ten (10) days of receipt of the request for the Final Acceptance Certificate, the Director of Operations will review the Initial Acceptance/Final Acceptance Inspection Checklist submitted by the Developer to determine if the development is ready for inspection. If the development is not ready for inspection, the Director of Operations will inform the Developer in writing and ensure a copy of the letter is filed in the appropriate Subdivision and Operations files. The Director of Operations will notify the Director of Planning & Development who will review the Development Agreement to ensure all conditions have been met with respect to issuance of an FAC. The Director of Planning & Development will notify the Director of Operations of any outstanding

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requirements that would impact the issuance of an FAC i.e. payment of levies or charges.

4.37 Within forty five (45) days of receipt of a request for a Final Acceptance Certificate, the Director of Operations shall conduct an inspection, unless conditions prevent such an inspection (see Section 4.43).

4.38 The Director of Operations will, within the said forty five (45) days, advise the Developer in writing of Final Acceptance issuance or of any deficiencies.

4.38-1 The Director of Operations will provide the Developer with written acceptance, within the time frame specified in Section 4.37, by completing the Final Acceptance Certificate Form (Appendix "J"). The Director of Operations will ensure a copy of the Final Acceptance Certificate form and any other related correspondence are filed in the applicable Subdivision and Operations files.

4.38-2 The Consulting Engineer will be required to sign and stamp the Final Acceptance Certificate and forward it to the Town Office for the signature of the Director of Operations.

4.38-3 Within ten (10) days of issuance of the Final Acceptance Certificate the Director of Operations shall provide the Director of Planning and Development with a value for deficiencies not accepted so that the required security can be reduced.

4.38-4 Within ten (10) days of notification from the Director of Operations, the Director of Planning and Development shall reduce the security held for the subdivision in accordance with the Development Standards and Procedures by completing the Letter for Reduction of Security (Appendix "I"). The Director of Planning and Development will ensure a copy of the letter is filed in the applicable Subdivision file.

4.39 In the event that any inspection contemplated in Section 4.37 reveals any deficiencies, the Director of Operations may refuse to issue the Final Acceptance Certificate and require the Developer to repair or replace the whole or any portion of the Municipal Improvements. Upon completion of the repairs to correct any deficiencies, the Developer may request that a further inspection and issuance of a Final Acceptance Certificate in accordance with Section 4.36.

4.39-1 The Director of Operations will prepare a Rejection of Municipal Improvements Letter (Appendix "H"), within the time frame specified in Section 4.37, and attach the specified Deficiency List. The Director of Operations will ensure a copy of the Rejection Letter and Deficiency list are filed in the applicable Subdivision and Operations files.

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- 4.40 In the event that any inspection contemplated in Section 4.37 reveals that there are no deficiencies the Director of Operations will issue in writing its Final Acceptance Certificate Form (Appendix "J").
- 4.41 The Director of Operations shall be at liberty to issue a conditional Final Acceptance Certificate of all or a portion of any particular Municipal Improvements and shall be conditional upon the completion of minor deficiencies by the Developer within thirty (30) days.
- 4.42 The Town in its discretion, may refuse to issue either an Acceptance or Final Acceptance Certificate for only a portion of the Municipal Improvements to be constructed, all as the Town deems appropriate in the circumstances.
- 4.43 If the Director of Operations and the Town Engineer are prevented, under Section 4.32 or 4.37, by weather or other conditions, from inspecting the Municipal Improvements between the months of November to March inclusive, the Director of Operations shall notify the Developer in writing of same and the time for the Town Engineer to inspect and notify the Developer in writing of Acceptance or Final Acceptance Certificate Issuance (as the case may be) shall be extended for the same period as the Town Engineer's inspection is delayed.
- 4.44 The Guarantee Period for the Municipal Improvements shall not expire before the Final Acceptance Certificate is issued.
- 4.45 Following the Acceptance of Municipal Improvements, the Town will assume the normal, routine operation and maintenance of the Municipal Improvements excluding facilities owned by private utility companies. This includes the checking and maintaining of fire hydrants and their stop valves, cleaning of catch basins when required, and washing and keeping clean the streets in the Subdivision Area to the same standard as is provided to the rest of the Town.

**MAINTENANCE OF MUNICIPAL IMPROVEMENTS BY DEVELOPER**

- 4.46 The Guarantee Period shall commence upon the issuance of the Initial Acceptance Certificate. The Developer's obligation to maintain any Municipal Improvement shall cease upon issuance of the Final Acceptance Certificate.
- 4.47 Maintenance is a continuous operation that the Developer shall carry on until the end of the Guarantee Period.
- 4.48 The Developer shall be responsible for ongoing summer and winter maintenance of the Subdivision Area in a safe, neat and tidy condition as would a prudent Developer of similar lands during the initial course of construction of properties within the Subdivision Area.

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4.49 The Developer shall take measures to minimize any nuisance or annoyance caused by weeds, dust and dirt in the Subdivision Area and shall ensure that weeds, dust or dirt do not become a nuisance to adjoining property owners or others within the Subdivision Area. If a weed or dust problem exists, the Director of Operations shall first notify the Developer in writing of the weed and dust problem. If the Town is not able to contact the Developer, or if the Developer fails to take effective measures to control the dust and weeds from the Subdivision Area after being notified, then the Town may take steps necessary to eliminate the dust and weed problem and shall be at liberty to charge the cost to the Developer.