



**GUIDELINES FOR ESTABLISHING SECURITY IN  
DEVELOPMENT AGREEMENTS**

**EFFECTIVE MAY 1, 2021**

## Table of Contents

|                                                       |    |
|-------------------------------------------------------|----|
| 1. SUMMARY.....                                       | 2  |
| 2. DATE EFFECTIVE.....                                | 2  |
| 3. ACCEPTABLE FORMS OF SECURITY .....                 | 2  |
| 4. DEFINITION OF DEVELOPER .....                      | 2  |
| 5. SECURITY CATEGORIES AND PROCESS.....               | 3  |
| STEP 1: Categorize .....                              | 3  |
| STEP 2: Determine Amount of Securities.....           | 4  |
| STEP 3: Pay Securities by Applicable Deadline .....   | 6  |
| STEP 4: Release of the Security .....                 | 6  |
| 6. SECURITY ADJUSTMENTS .....                         | 7  |
| 7. RE-CATEGORIZATION.....                             | 7  |
| Positive Performance.....                             | 7  |
| Negative Performance .....                            | 8  |
| 8. MINOR AND MAJOR BREACHES .....                     | 8  |
| Minor Breach .....                                    | 8  |
| Major Breach .....                                    | 8  |
| SCHEDULE "A": LETTER OF CREDIT REQUIREMENTS.....      | 10 |
| SCHEDULE "B": DEVELOPMENT BOND REQUIREMENTS .....     | 11 |
| SCHEDULE "C": DEVELOPMENT BOND FORM .....             | 12 |
| SCHEDULE "D": OTHER MUNICIPALITY REFERENCES FORM..... | 13 |
| SCHEDULE "E": EXTENSION APPLICATION FORM.....         | 14 |
| 9. Definitions .....                                  | 15 |

## **1. SUMMARY**

These Guidelines provide details about the process and factors that determine Security when entering into a Development Agreement with the City of Beaumont.

Developers are first categorized based on their past performance. The amount, timing, and release of Security is determined by category.

Where these Guidelines contradict or provide direction that is different from the Development Agreement, the Development Agreement shall take precedence.

## **2. DATE EFFECTIVE**

These Security Guidelines are effective May 1, 2021 and will apply to all projects where a Security amount has not yet been provided to the Developer. These Guidelines will not be applied retroactively to existing Development Agreements.

## **3. ACCEPTABLE FORMS OF SECURITY**

The City of Beaumont will accept Security submitted as part of the Development Agreement or Development Permit in the form of:

- Letter of Credit/Guarantee in accordance with the Letter of Credit Requirements outlined in Schedule "A"; or
- Development Bond (otherwise known as a surety bond) in accordance with the Development Bond Requirements outlined in Schedule "B" and Schedule "C"; or
- Certified Cheque; or
- Bank Draft; or
- A combination thereof totaling the amount of securities owing.

Note: Insurance Bonds and payments by Credit Card will not be accepted

If the Security is submitted in the form of a Letter of Credit, a portion of the Letter of Credit may be post-dated at the direction and discretion of the City for Developers in Category A and B.

## **4. DEFINITION OF DEVELOPER**

Developers will be categorized based on past performance with the City of Beaumont or other municipalities with any of the following as outlined in Table 1, in order of importance:

- Development Agreements with the City of Beaumont
- Development Agreements or their equivalent with other municipalities through the provision of references

Identifying Developers for the purpose of assessing past performance will be determined by the following:

- a) Legal company name: The Developer has entered into Development Agreements or equivalent as described above using the same legal company name.
- b) Multiple company names: Developers using multiple legal company names to enter into agreements may be considered on a case by case basis as one Developer at the discretion of the City.

- c) Joint ventures (agreements where one or more Developers have jointly entered into agreements) that fall into different categories under this Guideline will be considered on a case by case basis at the discretion of the City.

## 5. SECURITY CATEGORIES AND PROCESS

### STEP 1: Categorize

Each Developer will be placed into one of four (4) categories using the following criteria:

| <b>Table 1: Categories and Criteria</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|-----------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Category</b>                         | <b>Criteria</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>A</b>                                | Describes a Developer whose past performance includes the following criteria:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|                                         | <p>Has completed at least \$100,000 of total construction costs for municipal improvements in all their previous agreements combined that included subdivision and development coordination; AND</p> <p>a) Has record of being party to two (2) or more Development Agreements with the City of Beaumont in the past five (5) years where all Construction Completion Certificates were issued within the timelines set out in the agreements.</p>                                                                                                                                                                          |
| <b>B</b>                                | Describes a Developer whose past performance includes one or a combination of the following criteria:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|                                         | <p>Has completed at least \$100,000 of construction costs for municipal improvements in all their previous agreements combined that included subdivision and development coordination; AND</p> <p>b) Has record of being party to one (1) Development Agreement with the City of Beaumont in the past five (5) years where all Construction Completion Certificates were issued within the timelines set out in the agreements; OR</p> <p>c) Can provide references from another municipality in Alberta certifying the completion of one (1) Development Agreement or equivalent agreement in the past five (5) years.</p> |
| <b>C</b>                                | Describes a Developer whose past performance includes one or a combination of the following criteria:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|                                         | <p>a) No previous Development Agreements with the City of Beaumont in the past five (5) years; OR</p> <p>b) No previous Development Agreements have been completed or equivalent agreements with other municipalities in Alberta in the past five (5) years; OR</p> <p>c) Has entered into Development Agreements with the City of Beaumont in the past five (5) years where not all Construction Completion Certificates have been issued within the timelines set out in the agreement; OR</p>                                                                                                                            |

|          |                                                                                                                                                                                                                                                                                                                                                                                        |
|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|          | d) Developer is in the process of completing their first Development Agreement with the City of Beaumont.                                                                                                                                                                                                                                                                              |
| <b>D</b> | Describes a Developer who:                                                                                                                                                                                                                                                                                                                                                             |
|          | <p>a) Has had a major breach of the terms and conditions of a previous Development Agreement with the City of Beaumont; OR</p> <p>b) Has had frequent minor breaches* of the terms and conditions of a previous Development Agreement with the City of Beaumont.</p> <p>* Minor breach and major breach are outlined in more detail in Section 8 – <i>Major and Minor Breaches</i></p> |

It is the Developer’s responsibility to provide references from other municipalities in Alberta at their discretion by providing all information as outlined in Schedule “D”

Developers who have previously satisfied all their conditions of a Development Agreement to Beaumont’s satisfaction within the past five (5) years prior to these Guidelines coming into effect will be considered to have one (1) complete Development Agreement and will start in Category B. These Developers will be required to complete one (1) additional Development Agreement to the satisfaction of the City within Beaumont after these Guidelines come into effect to be eligible to move up to a Category A.

A Developer with no prior experience with the City of Beaumont or references from other municipalities will start in Category C. Developers that are initiating a new Development Agreement before an existing Development Agreement is complete (has received Construction Completion Certificates) will remain in Category C until the Developer has successfully completed a Development Agreement.

A Developer may be placed into Category D in the event of a major or frequent minor breaches, regardless of whether the Developer was in Category A, B, or C previous to the breach(es).

If the Developer has worked with the City of Beaumont previously, past performance with the City within the allocated timeframes will take precedence over references from other municipalities.

**STEP 2: Determine Amount of Securities**

Developers will provide Security based on the Security amounts prescribed for their category. The amount of Securities required will be calculated based on the prescribed percentage of *the total construction costs and Landscaping costs*:

- The minimum Security amount required is \$30,000.
- The percentage of construction costs required varies by Developer category. The amount of Security is equal to the percentage of the construction costs plus engineering contingency as prescribed for the applicable category ranging from 10% (Category A) to 100-200% (Category D).
- Securities will be reduced in accordance with Table 2. Certificates of Construction Completion will be granted individually, but the reduction of Security may be released in accordance with the terms outlined in the Development Agreement. If there are any outstanding deficiencies, securities will not be released for those items based on their Developer category.

- All construction costs provided for the purposes of determining any Security amounts must be dated, stamped and signed by a Professional Engineer. The City reserves the right to use its own cost estimate for the purposes of determining the Security Amount, if the cost estimate provided by the consultant is not acceptable.

| <b>Table 2: Security Amounts</b> |                                         |                              |                         |                           |                            |
|----------------------------------|-----------------------------------------|------------------------------|-------------------------|---------------------------|----------------------------|
| <b>Category</b>                  | <b>Percentage of Construction Costs</b> | <b>Reduction (after ccc)</b> | <b>Minimum Security</b> | <b>Landscape Holdback</b> | <b>Final Lift Holdback</b> |
| <b>A</b>                         | 10%                                     | 5%                           | \$30,000                | 50%                       | 100%                       |
| <b>B</b>                         | 25%                                     | 10%                          | \$30,000                | 100%                      | 100%                       |
| <b>C</b>                         | 50%                                     | 25%                          | \$30,000                | 100%                      | 100%                       |
| <b>D</b>                         | 100% - 200%                             | 100%                         | \$30,000                | 200%                      | 100%                       |

**Notes:**

- **Engineering contingency:** The engineering contingency of 12% will continue to be applied to the construction costs when calculating securities.
- **Off-site Improvements:** Off-site improvements and unique on-site improvements may require specific Security amounts (examples may include: off-site transportation improvements, recreation amenities, enhanced Landscaping.) The City will deal with these unique arrangements on a case by case review.
- **Temporary roads/interim servicing:** Temporary roads and interim servicing arrangements require specific Security amounts. Interim servicing cannot receive Final Acceptance Certificate (FAC) and temporary roads will be assessed individually. The City will deal with these unique arrangements on a case by case review.
- **Development Permit Only Securities:** For Categories A, B, and C, the City may accept \$7,000 minimum Security for agreements related to Development Permits only.
- **Landscaping Holdback:** The amount of Landscape holdback is equal to the percentage of the Landscaping costs. The percentage of Landscaping costs required varies by Developer category. Landscaping holdback is the amount of Security that will be held until Landscaping has achieved FAC. The value is based on the total construction value of Landscaping, regardless of whether Landscaping has been partially completed. The Landscaping Holdback will apply when the securities are adjusted after Construction Completion Certificate (CCC).
  - Hardscaping, enhanced amenities like playgrounds or gazebos will not be included in the Landscaping holdback amount and will be treated like any other Security item that may be reduced once a Construction Completion Certificate is issued.
- **Final Lift Hold Back:** The final lift holdback will be the amount of security that will be held until the final lift of paving has achieved FAC. The value is based on the total construction value of the paving, regardless of whether the final lift has been partially completed. The Final Lift Holdback will apply when the securities are adjusted after CCC.

- **Minimum Security:** See Development Agreement Schedule F for details on the minimum security.

**STEP 3: Pay Securities by Applicable Deadline**

The terms and conditions of when securities, fees, Certificate of Insurance, and Developer contributions must be provided to the City vary by Developer Category.

Developers must submit Security and a Certificate of Insurance:

- a) Prior to execution of the Development Agreement, OR
- b) Prior to commencement of construction for a development permit.

Securities in the amount applicable to the Development category will be provided for stripping and grading prior to commencement of stripping and grading activity The Securities for stripping and grading will correspond to the applicable Developer Category.

**STEP 4: Release of the Security**

The terms and conditions of when securities, fees, Certificate of Insurance, and Developer contributions must be provided to the City vary by Developer Category.

| <b>Table 3: Release of Security</b> |                                                                                                                                                                                                                                                                                                                                                                   |
|-------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Category                            | Conditions of Releasing Security                                                                                                                                                                                                                                                                                                                                  |
| <b>A</b>                            |                                                                                                                                                                                                                                                                                                                                                                   |
|                                     | <p>Upon issuance of all Construction Completion Certificates for <u>permanent</u> municipal improvements the Security amount will be reduced as per the Development Agreement, to the greater of:</p> <ul style="list-style-type: none"> <li>a) 5% of the total original estimated construction costs; OR</li> <li>b) \$30,000, whichever is greater.</li> </ul>  |
| <b>B</b>                            |                                                                                                                                                                                                                                                                                                                                                                   |
|                                     | <p>Upon issuance of all Construction Completion Certificates for <u>permanent</u> municipal improvements the Security amount will be reduced as per the Development Agreement, to the greater of:</p> <ul style="list-style-type: none"> <li>a) 10% of the total original estimated construction costs; OR</li> <li>b) \$30,000, whichever is greater.</li> </ul> |
| <b>C</b>                            |                                                                                                                                                                                                                                                                                                                                                                   |
|                                     | <p>Upon issuance of all Construction Completion Certificates for <u>permanent</u> municipal improvements the Security amount will be reduced as per the Development Agreement, to the greater of:</p> <ul style="list-style-type: none"> <li>a) 25% of the total original estimated construction costs; OR</li> <li>b) \$30,000, whichever is greater.</li> </ul> |

|          |                                                                                               |
|----------|-----------------------------------------------------------------------------------------------|
| <b>D</b> |                                                                                               |
|          | The full Security amount will be released upon issuance of all Final Acceptance Certificates. |

The full Security amount will be released upon issuance of all Final Acceptance Certificates in accordance with the Development Agreement.

Landscaping holdback will be released upon issuance of the Final Acceptance Certificate for the Landscaping improvement(s).

Holdbacks for final lift of paving will be released upon issuance of the Final Acceptance Certificate for the final lift.

Temporary Roads/Interim servicing/off-site improvements will be released as per the terms set out in the Development Agreement.

## **6. SECURITY ADJUSTMENTS**

Notwithstanding and in accordance with the terms and conditions set forth in the Development Agreement, the Security provided by the Developer may be increased or decreased by the Municipality. The Developer will be provided written notice if the Municipality determines the Security or insurance deposited is excessive or insufficient in relation to the costs or protection to the Municipality.

The Municipality may also require an increase in Security if the Developer has failed to comply with the construction timetable approved through the Development Agreement, or if the Developer has been issued a notice of default in the Development Agreement.

A Developer may apply for an extension for items within the construction timetable through a formal process to track and approve the request. The Developer will not be considered to be in breach of their Development Agreement with an approved extension as outlined in Section 8 – *Major and Minor Breaches*.

## **7. RE-CATEGORIZATION**

### **Positive Performance**

The categorization of a Developer may be adjusted based on positive performance as follows:

- A Developer will be re-categorized from Category C to Category B once the criteria for Category B have been met, as per these Guidelines.
- Similarly, a Developer will be re-categorized from Category B to Category A once the criteria for Category A have been met, as per these Guidelines.
- A Developer will be re-categorized from Category D to Category C under the following circumstances:
  - the conditions of the Development Agreement(s) for which the Developer failed to meet have been met to the satisfaction of the City at the discretion of the City; or
  - once the Developer is able to demonstrate they have achieved the criteria to be moved into Category C by successfully completing a Development Agreement with the City of Beaumont with positive performance.



- A Category D must transition from a Category D to a Category C, but a Category C or B may be able to go straight to a Category A with positive performance that meets the criteria outlined for the subject Developer category.

### **Negative Performance**

The categorization of a Developer may be adjusted based on negative performance as follows:

- A Developer may be re-categorized down a category for minor breaches of the terms of a Development Agreement(s) at the discretion of the City.
- A Developer will be re-categorized from Category A, Category B, or Category C to Category D for repetitive minor breaches of the terms of a Development Agreement(s) at the discretion of the City.
- A Developer will be re-categorized from Category A, Category B or Category C, directly to Category D for a major breach of the terms of a Development Agreement.

## **8. MINOR AND MAJOR BREACHES**

The following provides more information about how the City classifies minor and major breaches. A Developer may apply for an extension for items within the construction timetable through a formal process to track and approve the request. The Developer will not be considered to be in breach of their Development Agreement if they apply for an extension as outlined below. Please note, the City wants to ensure extensions are applied for at the appropriate time and has outlined applications be submitted no earlier than 4 weeks and no later than 2 weeks prior to the applicable deadline.

### **Minor Breach**

- 1) The following circumstances are considered a minor breach:
  - a. Failure to apply to the City to extend any deadlines outlined in the Development Agreement.
  - b. Failure to apply for an extension for unmet deadlines or conditions as outlined within the striping and grading permit.
  - c. Failure to Submit Record Drawings within the timelines set out in the Development Agreement
  - d. Failure to start construction and installation of municipal improvements within the timelines set out in the Development Agreement.
  - e. Failure to complete seasonal conditions of approved CCC by set timelines.

### **Major Breach**

- 2) The following circumstances are considered a major breach:
  - a. Commencement of construction prior to the approval of the Engineering Drawings or without a signed Development Agreement.
  - b. Commencement of striping and grading activities prior to the approval of the Engineering Drawings or without a signed construction permit.

- c. Failure to complete upgrades to existing transportation infrastructure such that it is open and operational to traffic within the timeline set out in the Development Agreement or as per approved extension.
- d. Failure to complete improvements for underground services that do not meet the timelines set out in the Development Agreement or as per approved extension.
- e. Failure to complete deficiencies listed in CCC reports in accordance with the timelines set out in the Development Agreement or as per approved extension.
- f. Failure to complete deficiencies listed in FAC reports in accordance with the timelines set out in the Development Agreement or as per approved extension.
- g. Failure to apply for Construction Completion Certificates for municipal improvements within the timelines set out in the Development Agreement or as per approved extension.
- h. Failure to apply for Final Acceptance Certificates for municipal improvements within the timelines set out in the Development Agreement or as per approved extension.
- i. Failure to submit or renew the Security, if required for the type of Security posted, in accordance with the terms of the Development Agreement.
- j. Failure to submit required fees and charges in accordance with the terms of the Development Agreement.
- k. Failure to provide Insurance coverage prior to construction in accordance with the terms of the Development Agreement.
- l. Failure to renew Insurance coverage in accordance with the terms of the Development Agreement.
- m. Failure to rectify deficiencies or City concerns and directives within a reasonable period of time as determined by the City.
- n. Having buildings occupied before all conditions are met for essential services and CCC approvals.
- o. Contamination of the existing water system by improper testing and chlorination procedures.
- p. Environmental contamination to creek or water courses.

## **SCHEDULE "A": LETTER OF CREDIT REQUIREMENTS**

Any Irrevocable Letter of Credit provided as security by the Developer shall contain provisions for either:

(a) a covenant by the issuer that if the issuer has not received a release from the Municipality Thirty (30) days prior to the expiry date of the security, then the security shall automatically be renewed, upon the same terms and conditions, for a further period of One (1) year; or

(b) a right on the part of the Municipality to draw upon the full amount of the Irrevocable Letter of Credit, or any portion thereof, in the event that the Municipality has not received a replacement letter, or confirmation of an extension or renewal of the existing letter, at least Sixty (60) days prior to the expiry of the security.

## **SCHEDULE "B": DEVELOPMENT BOND REQUIREMENTS**

If a Development Bond is provided as Security, there are Guidelines that must be followed when the customer's Surety issues the Development Bond:

- a) Must be entered into with a City of Beaumont approved surety
- b) Must be stated in Canadian dollars (numeric and text)
- c) Shall be an unconditional, irrevocable, and payable on demand
- d) The term of the Development Bond must match the term of the applicable Development Agreement
- e) The Surety provider is responsible for the Security, maintenance and validity of the Development Bond.
- f) The Development Bond must be in a form and content acceptable to the City
- g) Must use the Development Bond Form provided in the following (3) pages:

**SCHEDULE "C": DEVELOPMENT BOND FORM**

[TO BE INSERTED]

## SCHEDULE "D": OTHER MUNICIPALITY REFERENCE FORM



### Security Guidelines Schedule D: Other Municipality Reference Form

Includes:

- Development Agreement References From

City of Beaumont  
Planning & Development  
5600-49 Street  
Beaumont, AB T4X 1A1  
Phone: 780-929-8782  
Email: [planning@beaumont.ab.ca](mailto:planning@beaumont.ab.ca)

Planning & Development  
 5600 - 49 Street  
 Beaumont, AB T4X 1A1  
 780-929-8782  
 planning@beaumont.ab.ca

DATE RECEIVED  
OFFICE USE ONLY

DATE PAID  
OFFICE USE ONLY

| OFFICE USE ONLY                            |  |
|--------------------------------------------|--|
| File:                                      |  |
| Subdivision Name:                          |  |
| Accepted (Yes/No)<br>Circle which applies: |  |

| 1. Developer Information |                                            |
|--------------------------|--------------------------------------------|
| Developer Name: _____    | Accepted (Yes/No)<br>Circle which applies: |
| E-mail: _____            |                                            |

| 2. Reference Contact Information |                                    |
|----------------------------------|------------------------------------|
| Reference Name: _____            |                                    |
| Reference Title/Position: _____  |                                    |
| Mailing Address: _____           |                                    |
| Municipality: _____              | Province: _____ Postal Code: _____ |
| Phone (required): _____          | Cell Phone: _____                  |
| Email (required): _____          |                                    |

**3. Development Agreement Reference Details - To be filled out by reference**

Year of work (Within 5 years): \_\_\_\_\_

Type of Agreement (Ex. Development Agreement, Servicing Agreement etc.): \_\_\_\_\_

Size and Type of development (# of lots, residential/commercial etc.): \_\_\_\_\_

\*Please attach any relevant information to support the reference as needed

- Check Yes / No for the following item:
- Yes  No     1. To submit required fees and charges in accordance with the terms of their Agreement.
  - Yes  No     2. To provide Insurance coverage prior to construction and renew Insurance in accordance with the terms of their Agreement.
  - Yes  No     3. To meet deadlines outlined in their Agreement or apply for an extension within an appropriate timeframe.
  - Yes  No     4. To meet the deadlines or conditions as outlined within their stripping and grading permit.
  - Yes  No     5. To start construction and installation of municipal improvements within the timelines set out in their Agreement.
  - Yes  No     6. To complete upgrades to existing transportation infrastructure that it is open and operational to traffic within the timeline set out in their Agreement or approved extension.
  - Yes  No     7. To complete improvements for underground services that meet the timelines set out in their Agreement or approved extension.
  - Yes  No     8. To protect existing water system through proper testing and chlorination procedures.
  - Yes  No     9. To protect the environment and creek or water courses.
  - Yes  No     10. To apply for CCC and FAC and complete deficiencies listed in CCC and FAC reports in accordance with the timelines set out in their Agreement or as per approved extension.
  - Yes  No     11. To rectify deficiencies within a reasonable period of time.
  - Yes  No     12. To submit or renew the Security in accordance with the terms of their Agreement.
  - Yes  No     13. To Submit Record Drawings within the timelines set out in their Agreement.

If you answered no to any items above, please explain:

\_\_\_\_\_

\_\_\_\_\_

Summary of developers work. Please include any other information which would assist the City in evaluating the Developers experience in successfully executing Development Agreements and the quality of their work.

\_\_\_\_\_

\_\_\_\_\_

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

This personal information is being collected under the authority of The Municipal Government Act and will be used for the purposes of assessing planning and development applications. It will be treated in accordance with the privacy protection provisions of Part 2 of The Freedom of Information and Protection of Privacy Act. If you have any questions about the collection, contact the Legislative & Records Management Coordinator at 780-929-1374.

## SCHEDULE "E": EXTENSION APPLICATION FORM



# Security Guidelines Schedule E: Extension Application Form

Includes:

- Development Agreement Extension Application

City of Beaumont  
Planning & Development  
5600-49 Street  
Beaumont, AB T4X 1A1  
Phone: 780-929-8782  
Email: [planning@beaumont.ab.ca](mailto:planning@beaumont.ab.ca)



Planning & Development  
 5600 - 49 Street  
 Beaumont, AB T4X 1A1  
 780-929-8782  
 planning@beaumont.ab.ca

DATE RECEIVED  
OFFICE USE ONLY

DATE PAID  
OFFICE USE ONLY

| OFFICE USE ONLY                      |            |
|--------------------------------------|------------|
| File:                                |            |
| Subdivision Name:                    |            |
| Fees                                 | Receipt #: |
| Development Agreement Extension Fee: | _____      |
| <b>Total Fees:</b>                   |            |

**1. Property Information**

Development Stage name: \_\_\_\_\_  
 (as it appears on the Development Agreement)

Developer name: \_\_\_\_\_

**4. Applicant and Property Owner Information**

Applicant/Consultant Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Municipality: \_\_\_\_\_ Province: \_\_\_\_\_ Postal Code: \_\_\_\_\_

Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Email (required): \_\_\_\_\_

Is the Applicant also the Registered Owner?  Yes (Do not fill out below)  No (Fill out below - written authorization from registered owner required)

Owner Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Municipality: \_\_\_\_\_ Province: \_\_\_\_\_ Postal Code: \_\_\_\_\_

Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Email (required): \_\_\_\_\_

**3. Development Agreement Details**

Item requesting Extension: \_\_\_\_\_

Original deadline for item as outlined in the DA: \_\_\_\_\_

Has an extension for the item above already been granted?  Yes  No

If answered yes, what was the extension date: \_\_\_\_\_

New Proposed Extension Date: \_\_\_\_\_

Reasons for Extension request:  
 \_\_\_\_\_  
 \_\_\_\_\_

**4. Applicant Authorization**

I, \_\_\_\_\_ hereby certify that  
 I am the registered owner,  
 I am the agent authorized to act on behalf of the registered owner

And that the information given on this form is full and complete and is, to the best of my knowledge, a true statement of the facts relating to this application for a Development Agreement Extension.

Signature: \_\_\_\_\_

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

This personal information is being collected under the authority of The Municipal Government Act and will be used for the purposes of assessing planning and development applications. It will be treated in accordance with the privacy protection provisions of Part 2 of The Freedom of Information and Protection of Privacy Act. If you have any questions about the collection, contact the Legislative & Records Management Coordinator at 780-929-1374.

**5. City Approval (To be filled out by City Administration)**

Extension Granted  Yes  No

The application expiry date will now be: \_\_\_\_\_  
 (date)

Approved by: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_  
 City of Beaumont

THIS EXTENSION AGREEMENT MUST BE ENTERED INTO WITHIN THE TERMS OF BEAUMONT'S SECURITY GUIDELINES. IT IS THE APPLICANT'S RESPONSIBILITY TO TRACK TIMELINES WITHIN THEIR DEVELOPMENT AGREEMENT. THIS FORM MUST BE RETURNED TO THE CITY OF BEAUMONT USING CONTACT INFORMATION ABOVE.

## 9. Definitions

### **Certificate of Insurance**

A Certificate of Insurance is a document that verifies the existence of an insurance policy and provides information on what that insurance covers.

### **Construction Completion Certificate (CCC)**

A document that attests the fact that municipal improvements have been constructed in line with the agreed upon servicing agreement and constructed in accordance with the City of Beaumont's General Design Standards.

### **Developer**

As described in Section 4 – Definition of Developer.

### **Development Agreement**

A legal contract for developments between the City and a Developer that sets out the terms and conditions under which development of the lands are to take place within the city, including the responsibility to construct public facilities and associated financial obligations.

### **Development Bond**

A surety bond that protects the obligee (the party to whom the bond is paid to in the event of a default) against losses, up to the limit of the bond, that result from the principal's (the party with the guaranteed obligation) failure to perform its obligation.

### **Final Acceptance Certificate (FAC)**

A document that confirms that municipal improvements meet all the requirements specified by the applicable Development Agreement.

### **Landscaping**

Landscaping as defined in the Development Agreement may include but is not limited to boulevard landscaping, public utility lots, Municipal Reserve, stormwater management landscaping, sports fields, park sites, natural areas, ditches in road right of ways etc. Hardscaping, enhanced amenities like playgrounds or gazebos will not be included in the Landscaping holdback amount and will be treated like any other Security item that may be reduced once a Construction Completion Certificate is issued.

### **Letter of Credit**

A letter issued by a bank to serve as a guarantee for payments under specified conditions.

### **Security**

Financial holding that serves as a guarantee that no financial or other obligations are transferred to the City due to failure on the part of the Developer to fulfill the terms and conditions of an agreement with the Security that acts similar to a deposit in nature.