



URBAN DEVELOPMENT INSTITUTE - CALGARY

INFORMATION BULLETIN # 101

2009 Master Development Agreements

July 22, 2009

We are pleased to advise our members that the 2009 Master Development Agreements have been finalized. *We have added all three Agreements (Residential, Commercial and Industrial) to our Documents of Interest page on the UDI – Calgary website.*

Here are some of the key issues/changes to note for the 2009 Master Development Agreement:

- To address the current economic challenges faced by the development industry, UDI's Board of Directors approached the Mayor and City Administration with regard to freezing the 2009 Assessment Levies at the 2008 rates. We are pleased to inform our members that Council approved a rate freeze. The 2009 Levies are as follows:

| | |
|-----------------------------------|-----------|
| Community & Recreation Levy | \$ 48,794 |
| Transportation Assessment Levy | \$ 63,507 |
| Traffic Signage and Road Markings | \$ 613 |
| Inspection Fee | \$ 2,208 |

Storm Sewer Levies (rates vary so refer to the Agreement)

- The Developer Funded Infrastructure Stabilization Fund (Oversize Fund) per hectare rates remain unchanged at:

| | |
|----------------------------|----------|
| Utilities | \$ 5,000 |
| Major Roads | \$11,800 |
| Community & District Parks | \$ 5,500 |

- The instances where the City has been requesting bus laybys has increased over the past few years and the Unit Rate schedule for major roads did not include a provision for bus laybys. UDI negotiated the inclusion of a separate oversize allowance for Bus Laybys. The cost recovery rates (including 5% for Engineering and 5% for Administration) are as follows:

| | |
|----------------------------|-----------|
| 20 Metre Length – lump sum | \$ 14,960 |
| 25 Metre Length – lump sum | \$ 17,050 |
| 37 Metre Length – lump sum | \$ 22,220 |

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- The definition of “Deep Fills Report” contained in Section 1.01(20) was updated to provide added clarity.
- Revisions were made to Pathway Lighting Section 15.02(8) to add a tolerance of 50mm between the top of the concrete base of the poles and grade.
- The definition of the environmental capacity of a Primary Collector – Clause 1.01(60) was revised from 5,000 – 10,000 to 5,500 - 12,500 vehicle trips per day.
- To ensure that the correct Storm Pond Cost Sharing rate is applied, UDI conducted an analysis of the actual cost associated with construction of storm ponds. The analysis concluded that the individual basic cost component was \$21,500. The Development Agreement was revised accordingly.
- New definition Clause 1.01(4) was added for as-built drawings. The wording of Clause 4.07 pertaining to as-builts was amended to provide added clarity. Also, to ensure timely submission of as-built drawings prior to FAC, Clause 4.11(2) was added.
- Numerous revisions were made throughout the Development Agreement to correct references to “thoroughfare category” and replace them with “Major Road Standard”.
- Clause 12.02(6) was added to require the Developer to notify the Manager of Urban Development regarding the use of any hard surfaced or gravelled road to be used as an access road.
- Clause 21.01(4) was amended to provide clarity on what constitutes undevelopable lands for the purpose of boundary recoveries.
- Clause 22.06(3) was added to require the submission of 4 copies of the compaction testing report for obtaining a CCC.
- The date for submission of a FAC for Community and District Parks was changed from September 1st to September 30th to reflect current practice.
- All references to “completion date” were changed to “payment date” to better reflect the obligations associated with that date.
- General Construction Obligations Clause 2.08(4)(d) was amended to clarify that claims against recoveries are subject to a six year time limit.
- To address issues with multiple reviews and resubmissions of as-built drawings typically associated with incomplete, inaccurate submissions or failure to address requested revisions prior to resubmission, Clause 4.11(2) was added. This Clause allows the Manager of Urban Development to charge the Developer \$125.00 where, at the Manager’s sole discretion, the extra review is required as a result of the Developer’s failure to provide complete and accurate submissions or to address requested revisions prior to re-submission.

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- To address the need for emergency access during construction and to ensure worker safety, Clause 25.02(1) was added to require that the Developer, at all times, provide and continuously maintain access to the Development Area for the provision of emergency services.

If you have any questions regarding the 2009 Development Agreement, you can contact our office or Urban Development with The City of Calgary.

For your convenience, all UDI – Calgary bulletins are posted on our website in the “Members Resources” section at www.udicalgary.com