

To: Mayor and Members of Council

February 1, 2010

Re: Development Agreement – Great Plains Leaseholds Ltd. (Bower Estates West Phase II)

### **Background**

In January 2010, Council adopted a resolution to create a Planning and Development Committee to advise the Administration on matters related to land use planning, policy and development. The Committee, with support of Council, agreed to meet with the Great Plains Leaseholds Ltd. with the purpose of negotiating a Development Agreement for the proposed Bower Estates West Phase II subdivision. Committee representatives have concluded negotiations and wish to present the Agreement, attached hereto as Appendix "A", for Council approval.

### **Discussion**

A Development Agreement is a legal contract that a municipal council may require with a subdivision applicant under *Section 172 of the Planning and Development Act, 2007*. With such an agreement, a council accepts responsibility for maintaining services in a new subdivision in exchange for the developer installing the services needed for the subdivision. A servicing agreement is meant to provide services and facilities that directly or indirectly serve a subdivision. It ensures that:

- a municipality will not incur all the costs of servicing a new subdivision; and
- new services are installed to municipal specifications and standards.

The Development Agreement negotiated by Committee members with Great Plains Leaseholds Ltd would seem to embody the aforementioned principles.

During a brief discussion about a development agreement for the Bower Estates West Phase II subdivision, it was noted that a park concept plan was required. A concept plan prepared in the initial stage of a development has the benefit of providing lot purchasers with the opportunity to see what type and where various recreation and park

amenities would be developed. Concept plans are typically used to market the sale of lots and also have the potential to reduce conflict with home owners when the amenities are developed at some future point. For example, someone may or may not wish to be in proximity to any or a particular type of park amenity. If they have the benefit, even if it is only conceptually, of knowing the nature and location of a particular amenity it would give them the opportunity to make a more informed decision on the purchase of their lot. In consideration of this Council asked the Administration to obtain a price for the preparation of a concept for the subdivision. The Administration contacted a landscape architect and they advised the preparation of a concept plan for the subdivision would be approximately \$1,000.00. They suggested it might even be less if they were provided with the digital file for the subdivision.

## **Budget Implications**

*The Planning and Development Act, 2007 Section 169 (2)* states, "A Council may impose development levies for the purpose of recovering all or a part of the municipality's capital cost of providing, altering, expanding or upgrading the following services and facilities associated, directly or indirectly with a proposed development:

- (a) sewage, water or drainage works;
- (b) roadways and related infrastructure;
- (c) parks;
- (d) recreation facilities."

The attached Development Agreement provides for the Developer to pay to the Town the aggregate sum of \$8,500.00 as an off-site service charge plus a service charge of \$700.00 as a lift station connect fee for each residential unit comprised in the development. The development would generate service fees in the amount of \$864,800.00 based on 94 lots.

It is proposed that the per lot development levy be applied as follows:

- \$1,500 SaskWater; and
- \$7,700 to be applied against capital projects as identified in the Town's Annual Council approved budget for projects related to:

- i) Sewage, water or drainage works;
- ii) Roadways and related infrastructure;
- iii) Parks;
- iv) Recreation facilities.

The cost to develop a park concept plan that would show the recreation and park amenities would be approximately \$1,000.00. There is the potential for the Town to recover all or a portion of the cost of this initiative through the Developer since it was suggested that a concept plan was a requirement.

### **Conclusion**

Representatives of the Planning and Development Committee have negotiated a Development Agreement with Great Plains Leasehold Ltd. with respect to the Bower Estates West Phase II proposed subdivision. The Agreement includes the provision to apply development levies in the amount of \$9,200.00 per lot. The Committee is proposing that Council execute the Agreement.

The establishment of development levies must be established by bylaw. The Administration would prepare a bylaw for Council approval that formally establishes the levies and how such levies would be used.

Council had requested that the Administration determine the cost of preparing a park concept plan for the subdivision. The Administration met with a landscape architect and was advised that a plan could be developed for approximately \$1,000.00. Given the value of having a concept plan as part of the lot sales initiative, the Administration proposes that the Town proceed to develop a plan.

### **Recommendation**

1. The Planning and Development Committee recommends that the Development Agreement with Great Plains Leasehold Ltd. for the Bower Estates West Phase II subdivision be approved;

2. Council apply the collection of the levies for the Bower Estates West Phase II subdivision on a per lot basis as follows:

- Sewage, water or drainage works;
- Roadways and related infrastructure;
- Parks;
- Recreation facilities.

3. Council direct the Administration to forward a copy of the executed Development Agreement including the authorizing motion to Municipal Affairs for their consideration and subsequent registration of the Plan; and

4. Council authorize the Administration to engage a landscape architect to prepare a park concept for the Bower Estates West Phase II subdivision.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Bryan Dimen', enclosed within a hand-drawn oval.

Bryan Dimen,  
Town Manager

To: Mayor and Members of Council

February 1, 2010

Re: Town Employees and Council – Cost of Living Adjustment

### **Background**

In a report prepared by the Administration to the December 21, 2009 Regular Meeting of Council, members considered the matter of a cost of living adjustment for Town Employees and Council remuneration for 2010. The following resolution was adopted by Council:

‘that Council instruct the Administration to include an amount equal to 4% of the total cost of permanent position salaries/wages and Council remuneration to the 2010 Budget so Council may make a final decision on compensation in context of the 2010 Budget process and that any adjustment would be retroactive to October, 2009.’

It has come to the attention of the Administration that the recording of the motion may not have accurately reflected Councils intent.

The purpose of this report is to seek clarity on the motion and make the necessary correction.

### **Discussion**

The motion prepared by the Administration at the December 21, 2009 Council meeting suggested that any increase (up to 4%) in employee salaries and Council remuneration would be authorized by Council as part of the 2010 Budget process. It was recently brought to the attention of the Administration that the intent of Council was to make the 4% cost of living adjustment effective immediately and that it was to be retroactive to October 1, 2009.

### **Budget Implications**

A 4% cost of living adjustment applied to permanent/part time Town employee positions and councillors remuneration would represent an increase in the 2010 Budget of approximately \$22,000. The Administration would ensure the 2010 Budget is adjusted accordingly.

## **Conclusion**

The Administration regrets the apparent misunderstanding with Council that has occurred with respect to the process in dealing with employee and Council compensation/remuneration for 2010. It appears Councils intent was to approve a 4% increase in salaries and remuneration for 2010 effective immediately and that it would be retroactive to October 1, 2009. The motion recorded by the Administration deferred the decision on the matter to the 2010 Budget process. In consideration of the misunderstanding, the Administration is seeking clarification and approval to proceed as per Councils wishes.

## **Recommendation**

Your Administration recommends that:

1. Council confirm how they wish to proceed with the 2010 cost of living adjustment for permanent/part time employees and Council remuneration.

Respectfully submitted,

A handwritten signature in black ink, enclosed within a hand-drawn oval. The signature appears to be 'Bryan Dimen'.

Bryan Dimen,  
Town Manager

**THIS AGREEMENT** made this 15th day of January, 2010.

**BETWEEN:**

**TOWN OF WHITE CITY**  
(hereinafter called "the Town")

OF THE FIRST PART

- and -

**GREAT PLAINS LEASEHOLDS LTD.,**

a body corporate, registered and incensed to conduct  
business in the Province of Saskatchewan  
(hereinafter called the "Developer")

OF THE SECOND PART

WHEREAS the Town deems it in the public interest that the Developer undertakes to:

\* develop a residential housing on the lands described as **NW ¼, SEC 13-TWP-17 RGE-18, W2MER**, in stages as outlined in Schedule "A" (94 Lots in total – Stage 1 comprising of 34 lots) (attached hereto), within a time frame mutually agreeable to the Town and Developer;

(the aforesaid lands collectively referred to as "the Lands");

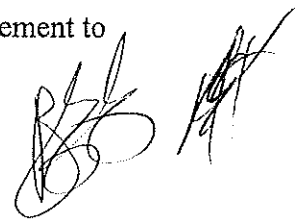
\* comply with the Town's requirements regarding installation and supply of utilities and services;

\* maintain a safe environment in the said subdivision until completion of the said subdivision; and

\* comply with all rules, regulations and laws of every nature and kind in force from time to time during the currency of and within scope of this agreement and the Developer has undertaken and does hereby so undertake to conform to, and maintain and perform the said undertakings.

AND WHEREAS the Developer wishes to develop residential housing on the Lands.

AND WHEREAS the Developer and the Town have signed a letter of Agreement dated August 7, 2009, agreeing to substantial parts of the Service Agreement. (See Appendix A). It is the intention of the parties to alter Item 1 of the Agreement to conform with Schedule A and Item 6 to be addressed in Schedules B and D.



NOW THEREFORE, THIS AGREEMENT WITNESSETH that in consideration of the premises and mutual covenants herein contained, the parties hereto do hereby agree as follows:

**ARTICLE 1 – DEFINITIONS**

1.01 In the Agreement:

- (a) "Agreement" means this Development Agreement;
- (b) "Council" means the Council of the Town of White City
- (c) "Developer" means Great Plains Leaseholds Ltd.;
- (d) "Parcel" means subdivision of part of **NW ¼ Sec. 13-TWP-17-RGE 18, W 2 MER. to be known as Bower Estates West Phase II; with a new Registered Plan No. \_\_\_\_\_ to follow.**
- (e) "Services" means the facilities and amenities listed in Schedule B. Hereto to be constructed, installed, and/or provided by the Developer on **Bower Estates West Phase II.**
- (f) "Town" means the Town of White City.

**ARTICLE II – SALE, SUBDIVISION, EASEMENTS, ETC.**

2.01 It is understood and agreed that the Town is to carry out and complete the following:

- (a) Provide zoning and subdivision approval of the Parcel to permit single residential development

The Town shall pay the costs associated with performance of the foregoing obligations, subject to reimbursement as provided in Article 4.05.

2.02 The Town shall begin performing the obligations stated in Article 2.01 within thirty (30) days of signing this Agreement and utilize reasonable expediency to complete the obligations in consideration of legal and practical requirements that may be encountered.

2.03 The Developer agrees to provide to the Town, promptly and at no costs, all plans, applications and information required by the Town to make applications for subdivision and rezoning.

2.04 This Agreement shall be terminated should the Town not receive approvals of the subdivision, or zoning; and there will be no requirements that the Town reimburse the Developer for any costs incurred pertaining to Article 2.03.



**ARTICLE III – CONDITIONS**

3.01 This Agreement is subject to the following conditions for the benefit of the Developer:

- (a) That the Town will have approved all aspects of the Developer's development of the Parcel, preliminary conceptual design plans for all services and any other plans require to be approved by the Town as the Municipal authority having jurisdiction over the Lands;
- (b) That adequate water services and sewer services are available to the Town to accommodate servicing of the Lands. Provided it is understood that the estimated available sewer capacity the Town can accommodate is a total of **94 single** dwelling residential lots, with an estimated population of **263 persons**. If a Lift Station is required for the development, the developer will be responsible to construct at his cost.
- (c) **If it is determined that additional sewer treatment capacity is required to accommodate the Parcel's Services, the Town would take the necessary action to provide additional capacity suitable to the needs of and without encumbering the development.**

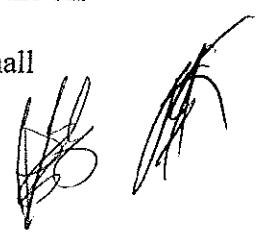
**ARTICLE IV – SERVICING AND OTHER DEVELOPMENT OBLIGATIONS**

4.01 This Town covenants that the Developer shall have the right to construct the services required for the Lands from the property line of the Lands to the location of existing services now provided by the Town in White City, and to make all necessary connections to the existing services. The Developer shall be responsible for the construction and cost of all services from the property line to the location of existing services with the Developer responsible to repair the surface and landscaping and ensure proper connections to the same condition as appeared prior to servicing.

4.02 The Developer shall pay to the Town the aggregate sum of **\$8,500.00** as an off-site service charge plus **\$700.00** as a lift station connect fee for each residential unit comprised in the developments to be paid as follows:

- (a) the balance when each lot is sold and paid for or within **6 months** after construction is completed, whichever is earlier; and in any event within **three years** from the date of execution of this Agreement. The fees to be paid **quarterly** to the Town for lots transferred to owners from the developer.

The Developer shall not be required to make any further payment as or in lieu of subdivision fee or off-site service charge. The off-site service charges shall be paid to the Town at the earlier of the sale of lots at the time of preparing title transfer documents, and at any rate within **three years** from Execution of this Agreement. As security for the off-site charges, the Developer shall provide the Town with a Letter of Credit from a chartered bank in the sum of **\$100,000.00** in such form as the Town's solicitors shall

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reasonably require. If the Developer prefers, he may pay the total amount due for offsite charges for this subdivision upfront, at the time of signing the agreement – if this option is chosen the \$100,000 letter of credit is not required.

(c) To satisfy the Municipal Reserve requirement of the Act, the Developer shall provide a park area as indicated in Schedule A as **MR4, MR3, MR1, MB5, AND MB6** and to satisfy the 10 % municipal reserve requirements.

4.03 The Developer shall be responsible to relocate and to pay the cost of relocating electrical, power and gas lines and any other utility lines on the Parcels so as to render the Parcels in a developable condition.

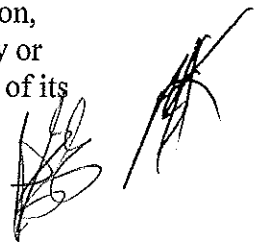
4.04 The Developer shall be responsible for the installation and cost of all Services on the Parcels including all roads. The Town shall have no responsibility for the cost of servicing the Parcels within the Parcel boundaries.

4.05 The Developer shall pay to the Town the cost of re-zoning, and advertising associated with carrying out this Agreement, payable before bylaw advertising begins.

4.06 The Developer agrees to provide to the Town copies of the detailed design plans and specifications for all services to be constructed by the Developer carrying the seal of a professional engineer responsible for same and signed by him. Such design plans and specifications shall conform to standards established by the Town engineer and advisors as set out in Schedules B and C hereto and the Developer will obtain the written approval of the Town prior to or at the time of application for development permit to construct the services, such approval not to be unreasonably withheld. The Developer further agrees to provide "as built" plans on completion of each service.

4.07 The Developer agrees to construct the services in good and workmanlike manner and strictly in accordance with the design plans and specifications approved by the Town and the Developer will afford the Town the opportunity to carry out all such inspections as the Town may deem reasonably necessary for that purpose. The Developer will carry out promptly any remedial work as may be directed by the Town and in the event of such failure to do so, the Developer may be enjoined at the suit of the Town from further construction of the services. Nothing herein contained shall limit or restrict the rights and powers of the Town as the municipal authority having jurisdiction over the Lands. The Developer shall complete the construction of all services prior to construction of residences unless otherwise agreed to between the Developer and the Town.

4.08 The Developer agrees that during the period of the design, construction and installation of the services on the Parcels and thereafter, in the case of services not located on the Parcels, during the warranty period, it will indemnify and save harmless the Town, its employees, officers, agents, contractors and consultants from any claim, suit, action, liability or proceeding whatsoever arising out of the design, construction, installation and maintenance of the services (except any claim, suit, action, liability or proceedings arising out of any act of fault by the Town or any breach by the Town of its



covenants hereunder) and further agrees to reimburse the Town and its employees, officers, agents, contractors and consultants for all reasonable costs incurred in defending any such action, suit or proceeding (except as aforesaid) as may be commenced or as may arise there from. The Developer will ensure dust control guidelines are adhered to when installing services or leveling the area as per The Clean Air Act and to address the complaints from Sask. Environment or residents from the adjacent development area.

4.09 The developer will obtain and maintain until completion of construction of all services, comprehensive general liability insurance against all claims for bodily injury, death or property damages arising out of the design, construction, installation or maintenance of the services, such insurance to be to a limit of not less than **\$2,000,000.00** and the Developer provide satisfactory and continuing evidence to the Town that the insurance policy is in full force and effect.

4.10 The provisions set out in Articles 4.11 to 4.19 hereof shall apply to the construction of services on the Parcels sold to and divided by the Developer hereunder.

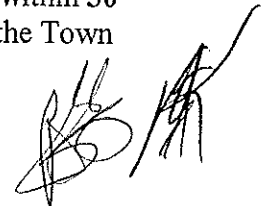
4.11 The Developer will supply and deliver to the Town at the time the development plan is approved by the Town as security for the due performance of the Developer in construction of services, provided the Town provides to the Developer all documents, including the approved Development Permit, necessary to commence construction a Bond of Indemnity in the sum of **\$2,000,000.00** in such form and content as the Town's solicitors shall reasonably require. The Developer will warranty all services for a period of **one year**, at which time the Town will assume the maintenance of the services, and release the Bond of Indemnity. The Developer will commence construction of services no later than thirty (30) days after receipt of a registered plan number from Land Titles. If the said **Bond of Indemnity is not delivered** to the Town at the time of issuing the Development Permit, the Town shall **withhold issuance of the Development permit** and commence action to halt any construction commenced in breach of the Permit.

4.12 The Bond of Indemnity may be accessed by the Town in the event of insolvency or bankruptcy of the Developer or in the event of any default by the Developer under the provisions of this Agreement with respect to construction of the services.

4.13 The Developer shall provide a warranty equal to 100 % of replacement or repair including labour, materials, engineering and any other costs related to replacement or repair under warranty. The Developer agrees to replace or repair all defective materials

and workmanship for the Services. The Developer further agrees that the warranty period shall be for one year after completion of each of the services.

4.14 The Developer agrees that the Town is authorized to replace or repair defective materials and professional workmanship in the event of an emergency, without notification to the Developer if deemed necessary by the Town; and in that latter event, the Developer shall pay to the Town the amount of the replacement or repair within **30 days** of receiving the invoice for the cost. In the event of default hereunder, the Town

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has the authority to access the developments for maintenance, repair and replacement of defective materials and workmanship and completion of service upon with the Developer has defaulted.

The Developer further agrees that the Town is authorized to replace or repair defective materials and professional workmanship, that are not deemed by the Town as emergency, by providing the Developer **30 days** notice in writing; and in the event the Developer does not within the time limit arrange for immediate replacement or repair, the Town has the authority to make the replacement or repair without further notice to the Developer. In that event, the Developer must pay to the town the amount of the replacement or repair within **30 days** of receiving the invoice for the cost; and if such does not occur, the Town has the authority to take the payment from the lot title for park development and warranty. The Developer further agrees that any repair or replacement made by the Town will not void any warranty provision stated in this Agreement.

4.15 The Developer agrees to keep the Town informed of and make available to it all pertinent information in relation to the progress of the Developer in the construction and installation of services, including advice to the Town of progress being made by contractors and subcontractors, by providing written progress reports **every 3 months and more often** if necessary. The Developer shall advise the Town promptly of any delay or issue threatening the progress of such work.

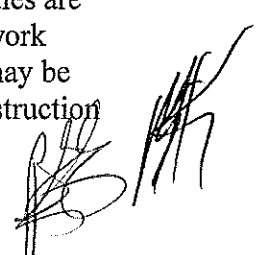
4.16 The Developer further undertakes and agrees as follows:

(i) To assume responsibility for the construction of services in accordance with approvals granted by the appropriate authority and further, to assume responsibility for the preservation of all monuments, bench marks and other permanent control points;

(ii) To provide the Town with results of all tests, evaluations, and reports taken, had, or obtained for all systems and materials to be used in the construction and installation of the services;

(iii) To assume the primary responsibility to perform or cause to be performed, all inspections and tests required by Governmental authorities and tests required by the town in order to satisfy itself and the town that the services have been designed, constructed and installed in accordance with the covenants of the Developer herein and the Developer shall give the Town timely notice of all such inspections and testing. The Developer expressly agrees to provide notice to the Town of inspections and testings, including providing to the town the results thereof, involving underground services before the covering up of same;

(iv) Immediately to cease or desist in the construction and installation of services upon written order of the Town or of any governmental authority having jurisdiction in respect of the services, provided that such governmental authorities are properly and lawfully entitled to issue such orders. In the event of such stop work orders, the Developer agrees to effect such design or construction changes as may be required by any of such persona and/or authorities and not to recommence construction



until such time as written authorization to do so has been received. It is understood and agreed between the parties that the issuance of such stop work orders by the Town shall not be unreasonable and shall not be inconsistent with any prior approvals given, except in the case of emergencies or changes in conditions not within the contemplation of the Town or the Developer at the time such approvals and designs were requested and provided.

4.17 It is agreed between the parties that all Services when constructed on, in or under any street, avenue, lane, public place, as well as any right of way granted by virtue of any easement contemplated hereunder, shall be the property of the Town, subject to the Developer's responsibility for the installation and repair or replacement of the same during the warranty period.

4.18 The Developer shall provide the following documents to the Town on construction completion of each service:

(i) **a Completion Certificate or a Certificate of Substantial Performance regarding construction of such portion of the service; as determined by the Developer's Engineer. This certificate will initiate the one year warranty period. The Developer will notify the Town three (3) months prior to the end of the warranty period, to arrange for a joint inspection between the Town and the Developer to determine any warranty work that may be required before the end of the warranty period.**

(ii) a statutory declaration under The Builder's Lien Act of Saskatchewan declaring that all bills for work have been paid and that no person, firm or corporation has filed or is entitled to file a lien either for unpaid wages, material supplied or work performed;

(iii) a Worker's Compensation Board Clearance Certificate confirming that assessments have been paid; and

(iv) a Department of Labour Clearance Certificate or Letter confirming that no claims under The Labour Standards Act have been made.

#### **ARTICLE V – TAX INCENTIVES**

5.01 The Town agrees that, after the Plan of Subdivision ("the Plan") is registered:

(a) municipal taxes will be abated against any of the Lots for the balance of the calendar year in which the Plan is registered;

(b) municipal taxes will be abated against any of the Lots for the balance of the following calendar year;

(c) the exemption granted hereinbefore shall expire if the Plan is not registered with one year from the date of this Agreement; and

(d) the present assessment and municipal taxes assessed against the Land shall continue until the Plan is registered.

Nothing in this provision waives or exempts the Lands from assessments for school assessments and taxes.

**ARTICLE VI - GENERAL**

6.01 The Developer may assign the Agreement to a joint venture or company of which the Developer is a principal; subject to the foregoing, the Developer shall not assign this Agreement without the consent in writing of the Town first has and obtained.

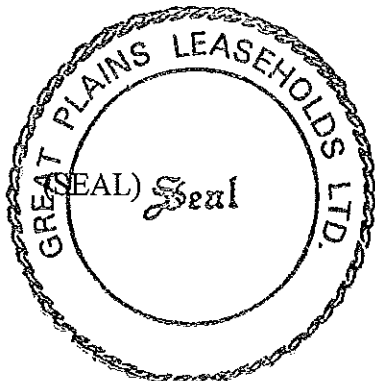
6.02 The Town may register a Caveat, pursuant to The Planning and Development Act, to protect its interest under this Agreement.

6.03 It is understood by both parties to this Agreement that the provisions of this Agreement will apply generally to development of the Parcel shown on Schedule "A" and that certain other agreements may be required for specific matters that may arise that are not covered in this Agreement.

6.04 The Town and the Developer shall abide by the architectural controls approved by the Town. The Town shall refuse to grant a building permit if the plans submitted to do not conform to the attached architectural controls.

6.05 The Developer acknowledges and agrees that it shall prepare and provide to the Town for approval by the Town engineers a plan for drainage and lot elevations prior to construction of services or development of any lots with respect to the Parcels. The Developer covenants and agrees to abide by the said approved plans.

(SEAL)



**TOWN OF WHITE CITY:**

Per: [Signature]

Title: MAYOR

**DEVELOPER:**

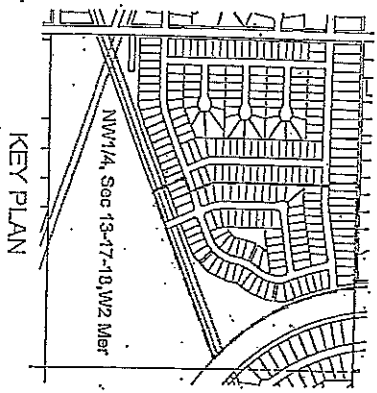
Per: [Signature]

Title: President

# Schedule A



Stage One  
 Lots 20-23 Block 17  
 Lots 1-22 Block 18  
 Lots 7-14 Block 19  
 NW1/4, Sec 13-17-18, W2 Mer



Owner: GREAT PLAINS LEASEHOLDS LTD.

NOTE:  
 -MEASUREMENTS ARE IN METRES AND DECIMALS THEREOF.  
 -SETBACKS ARE ACTION AND 7/11.  
 -AREA TO BE APPROVED IS OUTLINED BY A BOLD DASHED LINE  
 -AND CONTAINS APPROXIMATELY 16.87 HA.  
 -MUNICIPAL RESERVE MR3 AREA 0.10 HA.  
 -MUNICIPAL RESERVE MR4 AREA 0.23 HA.  
 -MUNICIPAL RESERVE MR5 AREA 0.05 HA.  
 -MUNICIPAL RESERVE MR6 AREA 0.04 HA.


BOWER WEST - PHASE II  
 PLAN SHOWING  
 PROPOSED SUBDIVISION  
 OF PART OF  
 NW 1/4 SEC13, TWP17, RGE18, W2Mer  
 WHITE CITY, SASKATCHEWAN  
 2008  
 SCALE=1:2000  
 REDUCED DRAWING

Handwritten signatures and initials, including a large signature that appears to be 'R. P.' and other initials.

**SCHEDULE B forming part of Development Agreement  
Dated the 15<sup>th</sup> day of January, 2010**

**SERVICES**

- electrical power, natural gas, telephone lines, T.V. cable and connection thereof to existing Town services where now located
- access streets, streets and pavement thereof and connection thereof to existing Town services where now located
- street lighting will be designed as recommended by Sask Power for proper illumination
- street and traffic signs, as necessary
- gravity flow sewage distribution system with capacity to accommodate future increased household use and future development and connection thereof to existing Town services where now located
- central water distribution system including fire hydrants, with capacity to accommodate future increased household use and future development, and connection where now located
- all necessary utility easements
- all landscaping shall be approved by the Town
- engineering specifications for drainage of area to be approved by the Town
- park development to include paved pathways, trees, two park benches, and ~~play structure located therein~~ <sup>or highlighted</sup>, as approved by the Town
- at least two garbage containers of type, size and design acceptable to Town and Developer, for municipal reserve or park area



**SCHEDULE C forming part of Development Agreement  
Dated the 15<sup>th</sup> day of January, 2010**

**WATER AND SEWERAGE SYSTEMS ROAD CONSTRUCTION GENERAL  
SPECIFICATIONS**

**1. Water Main and Appurtenances**

Pipe

150 mm dia. Polyvinyl chloride (PVC), Class 150 SDR 18 conforming to AWWA C900 and CSA B 137.3.

Fittings

Tees, bends, and plugs of polyvinyl chloride (PVC), Class 150, CSA 137.3, compatible with AWWA C900 PVC pipe.

Couplings

Robar or equal nylon coated with stainless steel nuts and bolts. Coupling to be wrapped with 6 mil polyethylene film or Denso past and tape.

Valves

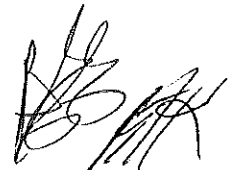
Resilient seat gate valves conforming to AWWA C509, epoxy coated interior, asphalt enamel exterior coating, non-rising stem, counter clockwise rotation opening, ends to suit pipe, stainless steel bolting, and a 50 mm municipal operation nut. Mueller A 2360 or approved equal.

Adjustable cast iron or PVC-cast iron to suit burial complete with hood, top section with separate lid, stone disc and rod with 50 mm wrench nut.

Hydrants

Dry-barrel, compression type with 1 3/4 " pentagon operating nut and nozzle cap nuts that open counter-clockwise conforming to AWWA C502. Hydrants to have safety stem and coupling, main valve minimum diameter 133 mm, epoxy coating in boot, stainless steel bottom bolting, bell inlet for AWWA C900 PVC pipe, drain, operating thread (permanent) lubrication. Hose nozzles to be 3 17/64: OD 6 TPI.

Colour to be teem green or fluorescent green above grade. Mueller Modern Centurion A442 or approved equal.



Construction

Concrete for thrust blocking shall be Type 50 sulphate resistant cement and 20 mPa at valves, tees, bends, etc.

Anchors and strapping shall be provided at valves and fittings as required.

Minimum cover from finished surface to crown of pipe shall be 2.7 metres.

Bedding sand shall be placed prior to pipe installation.

Pipe interiors, fittings, etc., shall be free of dirt, debris and foreign material.

All water mains shall be disinfected.

Pressure/leakage tests shall be carried out at pipe class designation pressure and maintained for one (1) hour.

All water main trenches are to be compacted to 95 % standard Proctor density within the road structure **unless there is a freeze and a thaw period before construction of the road is initiated**. Compaction testing to be carried out by a geotechnical engineering firm.

**2. Sewer Mains and Manholes**

Pipe

Polyvinyl chloride (PVC) sewer pipe, SDR35, conforming to ASTM D3034 and CSA 182.2 bell and spigot type with gaskets for gravity main. Minimum size 200 mm.

Polyvinyl chloride (PVC), Series 160, conforming to CSA B137.3 bell and spigot ends with gaskets for low pressure sewage main. Minimum size 75 mm.

Fittings (Pressure System)

PVC with rubber gasket joints conforming to CSA B137.3.

Valves (Pressure System)

Resilient sealed, with ends to suit pipe and fitting connection, complete with extension operator, valve box and cap, for ground level operation.



Manholes

1050 mm diameter, complete with base and rungs, ASTM Specification C478.

Portland sulphate resistant Type 50 cement conforming to CSA CAN 3-A5-M Standard.

Covers and frames shall be **Norwood Foundry Model F-39 or approved equal**, conforming to ASTM A27, Grade 70.36.

Manhole steps shall be 19 mm diameter, hot dipped galvanized billet steel safety rungs.

Manhole joints shall be made watertight using mortar, and precast bases shall be of a minimum of 20.7 mPa concrete.

Spacing not to exceed 120 m.

Construction

Male Camlock connectors shall be installed together with bronze gate valves in the pressure sewerage system as necessary.

Bedding sand shall be placed prior to pipe installation.

Minimum bury shall be 2.7 m and 2.3 m at crossings with other infrastructure for low pressure sewerage system.

Gravity sewer system shall be installed to grade and elevations specified.

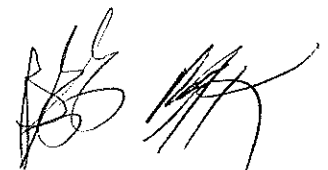
Perform pressure/leakage tests for either gravity system or low pressure sewerage system.

All sewer main trenches are to be compacted to 95 % standard Proctor density within the road structure **unless there is a freeze and a thaw period before construction of the road is initiated**. Compaction testing to be carried out by a geotechnical engineering firm.

**3. Building Services**

Water Pipe

20 mm, copper type K 1.1 mPa pressure class conforming to CSA HC66, together with a curb stop terminated at the property line.

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38 mm, polybutylene, 1.1 mPa pressure class conforming to CSA C902, CSA 137.7, complete with plastic inserts for compression fittings.

Unions

Standard brass compression type suitable for size and type of pipe. Mueller or Ford.

Stops

Main stops to be standard brass corporation stop with Mueller topping thread and compression type joint suitable for size and type of pipe Mueller H-15008 or approved equal.

Curb stops to be standard brass with drain with compression type joints. Mueller Mark II Oriseal H15219 or approved equal.

Valve box and extension to be Schedule 40 iron pipe, Mueller A714 or equal, complete with Mueller A808 or equal lid to suit depth requirements. Steel rod and cutter pin to be stainless steel.

Sewer Pipe

Low pressure sewage service to be polyvinyl chloride (PVC) Series 160, conforming to CSA B137.7 together with fittings and a curb stop terminated at the property line.

Gravity sewer system to be polyvinyl chloride (PVC) sewer pipe, **SDR35** conforming to CSA B182.1, bell and spigot ends with rubber gasket joints. The connections shall be PVC tee wye, wye branch tee, or saddle connections conforming to CSA 182.1.

Construction

For water service installation, lay the upper half of the water main at a 45 degree angle, install corporation cocks and provide goose neck. Leave all main stops open before backfilling.

For gravity sewer service installation, lay sewer pipe according to manufacturer's instructions and at a minimum grade of 2.0 % for 100 mm pipe.

Water and pressure sewer services to be in separate trenches.

All service trenches are to be compacted to 95 % standard Proctor density within the road structure **unless there is a freeze and a thaw period before**

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**construction of the road is initiated.** Compaction testing to be carried out by a geotechnical engineering firm.

#### 4. Roadway Structure

A standard basic road structure of 6.0 m minimum width, with ditch depressions, no driveway culverts, and area drainage where necessary.

Road structure to consist of 50 mm asphalt concrete (Type 71), soil stabilized base course (Type 32 or 33), and sub-base course, for traffic structure. A Bituminous Prime, Tack and Flush Coat shall be applied. For heavy traffic, the base course and sub-base course may vary in thickness depending on soil classification.

Final shaped subgrade to be compacted to 98 % standard Proctor density. Compaction testing to be carried out by a geotechnical engineering firm.

Each layer prior to the final 150 mm layer to be compacted to 95 % standard Proctor density.

If pavement works don't proceed during the same year, apply traffic gravel to road surface.

Maintain dust free surface material until pavement is constructed.

Any imported or borrowed material for roadway construction shall be suitable for this purpose.

Sub-grade, sub-base course and base course densities shall be inspected and determined by the Developer's Engineer.

For the concrete works, the cement shall be Type 10 Normal Portland Cement conforming to requirements of CSA Standard CAN/CSA-A5, with a minimum specified 28 - day compression strength of 32 mPa. A mix design shall be submitted to the Engineer prior to beginning any concrete work. All testing prior to and during placement of concrete shall be inspected by the Engineer.

During asphalt concrete mixing and placement, control testing mix design, and density testing shall be carried out under the jurisdiction of the Developer's Engineer.

#### 5. Pathways

All pathways shall be 1.8 m wide; structure 50 mm hot mix asphalt and 100 mm roller compacted granular base.

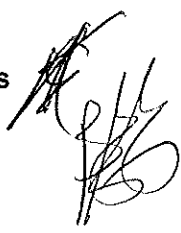
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**6. Connection to Highway No. 48**

The developer agrees to provide the Town copies of the detailed design plans for the intersection at Lott Rd connecting to Highway No. 48. Such design shall carry the seal of a professional engineer for same and signed by him. The developer agrees to provide a street light at the intersection and split the cost of the flashing lights if required.

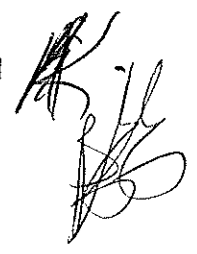
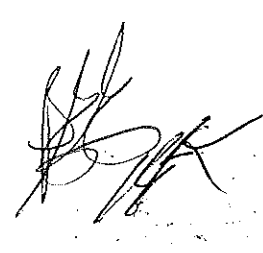
**7. Cattle Crossing**

The developer will explore the possibility of utilizing the cattle crossing as a walkway; for the approval of the town. If that is not acceptable, the developer will extend the walkway to the Lott Road east crossing on both sides of #48 Highway.

A handwritten signature in black ink, appearing to be 'R. J. H.', located to the right of the text for item 7.

**8. Parks Conceptual Plan**

As per #6 in the letter of August 7, 2009 Great Plains Leaseholds Ltd. will work on a parks conceptual plan in consultation with the Town of White City.

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**GREAT PLAINS  
LEASEHOLDS LTD.**

30 - 28 GREAT PLAINS ROAD  
EMERALD PARK, SASKATCHEWAN  
CANADA S4L 1B8  
PH. (306) 525-9516  
FAX (306) 781-3090

August 7, 2009

APPENDIX "A"

*Reg. Howard*  
*Aug 10/2009*

Town of White City  
Office of the Administrator  
Box 220, Station Main  
White City, Saskatchewan  
S4L 5B1

Attention: Bryan Dimen  
Town Manager

Dear Sir: Re: Bower West - Phase II on part of NW 1/4 -13-17-18-W2

This letter is to identify and agree to the substantial parts of the Service Agreement between the Town of White City and Great Plains Leaseholds Ltd.

1. The proposed Subdivision is per the attached plan for 94 single dwelling lots with the first stage being Lot 16 to 28 Block 13; Lot 40 to 49 Block 16; and Lot 20 to 23 Block 17 and the balance to be registered within three years of the date of the agreement of this letter.
2. Great Plains Leaseholds Ltd. to meet all standards of Phase I Bower West with regards to sewer, water, roads, parks and architectural controls and be responsible for the construction of the same.
3. Great Plains Leaseholds Ltd. to pay the Town of White City \$8,500 per lot as off-site charges and \$700 per lot lift station fee as per the terms of Phase I Bower West.
4. The Town of White City if it is determined that additional sewer treatment capacity is required to accommodate the Phase II Services, the Town would take the necessary action to provide additional capacity suitable to the needs of and without encumbering the development.

*+ Different lots only*