

Bylaw No. 2024 - 12
RM of Edenwold No. 158

A Bylaw Establishing Development Levies

Whereas, pursuant to Section 169 of *The Planning and Development Act, 2007*, a municipality is authorized to adopt a bylaw establishing development levies to recover the capital costs of services and facilities.

The Council of the Rural Municipality of Edenwold No. 158, in the Province of Saskatchewan, enacts as follows:

1. DEFINITIONS

In this Bylaw, including this section:

- 1.1 **Act** shall mean *The Planning and Development Act, 2007*, as amended or repealed and replaced from time to time.
- 1.2 **Capital Costs** shall mean the Municipality's estimated 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; and/or
 - d. recreational facilities.
- 1.3 **Council** shall mean the Council of the RM of Edenwold No. 158.
- 1.4 **Developable Land** shall mean development lands that could reasonably be developed, for example plains or areas with minimal slope, but excludes creeks, lagoons, dense vegetation, ponds (measured at a 1 in 50-year flood level), areas with extreme slope or slope instability, public road rights-of-way, undevelopable easements, environmental or municipal reserve and municipal utility parcels.
- 1.5 **Development** shall mean the carrying out of any building, engineering, mining, or other operations in, on, or over land or the making of any material change in the use or intensity of the use of any building or land which does not involve the subdivision of land.
- 1.6 **Development Lands** shall mean those lands (or any part thereof) within the Municipality where no previous Servicing Agreement applies for the proposed development, and as a result of the proposed development, the Municipality will incur additional capital costs.
- 1.7 **Development Levy** shall mean a levy imposed by this Bylaw pursuant to Section 169 of the Act to recover additional capital costs, incurred by the Municipality as a result of the proposed development.
- 1.8 **Development Levy Agreement** shall mean a development levy agreement as described in Section 171 of the Act which may contain terms and conditions set out in Section 173 of the Act, including conditions adopted by council from time to time necessary to facilitate the agreement.
- 1.9 **Development Officer** shall mean an employee of the Municipality appointed by a resolution of Council to act as a Development Officer.
- 1.10 **Development Permit** shall mean a permit issued by the Development Officer that authorizes development.
- 1.11 **Municipality** shall mean the Rural Municipality of Edenwold No. 158.
- 1.12 **Proposed Development** shall mean a permitted or discretionary use for which an applicant has applied for a development permit.

ad

1.13 **Servicing Agreement** shall mean a servicing agreement as described in Section 172 of the Act.

2. GENERAL REGULATIONS

- 2.1 This Bylaw may be referred to as the 'Development Levy Bylaw'.
- 2.2 This Bylaw shall apply to development lands that benefit or will benefit from municipal services installed or to be installed by or on behalf of the Municipality.
- 2.3 The development levy is intended to recover all, or a part of, the additional capital costs incurred by the Municipality because of a proposed development, as set out in Appendix A, attached to and forming part of this Bylaw.
- 2.4 Council hereby delegates to the Development Officer all duties outlined pursuant to Section 169(8) of the Act.

3. CALCULATION OF LEVY

- 3.1 The basis of the Development Levy adopted in this Bylaw is set out in Appendix B, attached to and forming part of this Bylaw. The Development Levy is calculated in accordance with the study that determines the capital costs of municipal servicing and recreational requirements that service the area for which the levy is applied, and consideration by council of future land use patterns and development and phasing of public works.

4. IMPOSITION OF LEVY

- 4.1 Council hereby imposes a development levy on development lands in the amount set out in Appendix A.
- 4.2 The total development levy required for development lands shall be calculated using:
 - a. Area of developable land in hectares x development levy per hectare = development levy total.
- 4.3 Pursuant to section 3.1, any change of Development Levy rates set out in Appendix A shall be approved by the Council, and shall be only applicable to future development levy agreements.
- 4.4 Pursuant to Section 169(3) of the Act, the development levy shall only be imposed if, as a result of the proposed development, additional capital costs will be incurred by the Municipality.
- 4.5 Council may consider an exemption of one or more components of the development levy in circumstances where:
 - a. the proposed development would not utilize one or more of the capital cost components contributing to the calculation of the Development Levy; or
 - b. the development is temporary.
- 4.6 The amount of fees levied may be reduced at the discretion of Council where:
 - a. the proposed development provides off-site infrastructure that, in the opinion of the Municipality, provides public benefit beyond the boundaries of the Development Lands; or
 - b. the proposed development undertakes construction works related to services and facilities listed in section 1.2 for which Development Levies are being collected.
- 4.7 Without limiting the generality of sections 4.5 and 4.6, the following forms of development are not subject to development levies:
 - a. residential renovations and expansions that do not increase the number of principal dwelling units on the site;

ad

- b. home-based businesses; and
 - c. secondary suites and garage suites.
- 4.8 The development levy amount shall be based on the levy in place at the time of the submission of a complete development or building permit application to the Development Officer, deemed complete by the Development Officer.

5. AUTHORITY TO ENTER INTO AN AGREEMENT

- 5.1 Development Levy Agreements and all obligations to pay the applicable development levy shall be binding on successors on title to the original owners, regardless of whether the Municipality registers an interest against the development lands for the Development Levy Agreement.
- 5.2 Nothing in this Bylaw shall prevent the Municipality from imposing additional or new development levies on any portion of the development lands where the Municipality has not previously collected the development levy or entered into a Development Levy Agreement or Servicing Agreement.
- 5.3 The Municipality may register an interest based on a Development Levy Agreement in the land registry against the land subject to the agreement.

6. PAYMENT AND ENFORCEMENT

- 6.1 The fee payment schedule outlined below is based on the Developer's Classification Table as shown in Appendix C. The payment schedule for each development shall be outlined in the Development Agreement document.
- 6.2 For most developments, the first trigger point will be the date of signing of the Development Agreement.
- 6.3 Payment deadlines can be extended by written mutual agreement by the Developer and Council in the case of extenuating circumstances.
- 6.4 The following table represents a minimum requirement for each Developer Class, but a larger first payment or a more restrictive timeline may be required at Council's discretion:

Developer Class	Minimum Percentage of Fees Due at First Trigger Point	Schedule for Remaining Fees	Payment Deadline
A	25%	Optional (as lots or units are sold, as groups of lots or units are sold, etc.)	5 years after the first trigger point
B	50%	An equal portion of outstanding fees shall be required each year	5 years after the first trigger point
C	75%	An equal portion of outstanding fees shall be required each year	3 years after the first trigger point
D	100%	n/a	n/a

7. PERFORMANCE SECURITIES

- 7.1. Performance Securities shall be provided to the Municipality as assurance that the Developer will carry out all development in accordance with the terms, conditions and timelines of the Development Agreement.

aw
B

- 7.2. Performance Securities shall be provided to the Municipality as a letter of credit or a certified cheque.
- 7.3. The Performance Security schedule outlined below is based on the Developer's Classification Table as shown in Appendix C. The amount of security to be provided shall be based on the total value of Tangible Capital Assets for the development, which includes all costs related to the design, construction and installation of infrastructure and services for the development including roads, water lines/facilities, sewer lines/facilities and stormwater facilities. This table represents a minimum requirement for each Developer Class, but a higher percentage of security may be required at Council's discretion.
- 7.4. For most developments, the first trigger point will be the date of signing of the Development Agreement.

Category	Security Required at the First Trigger Point
A	25%
B	40%
C	60%
D	75%

8. APPEALS

8.1. Section 176 of the Act outlines appeal options related to development levy agreements. Any appeal related to a development levy agreement shall be made to the Saskatchewan Municipal Board.

9. SEVERABILITY

9.1. This Bylaw shall not be construed to hold the Municipality or its agents responsible or liable for any damage to persons or property caused by the administration of the Bylaw.

9.2. If a court of competent jurisdiction should declare any part, section, sentence, clause, phrase, or other portion of this Bylaw to be invalid, that portion shall not be construed as having persuaded or influenced Council to pass the remainder of this Bylaw. The part, section, sentence, clause, phrase, or other portion of this Bylaw is to be deemed a separate, distinct, and independent provision, and the holding of the Court shall not affect the validity of the remaining portions of this Bylaw.

10. COMING INTO FORCE

10.1. This Bylaw shall come into force and take effect on the date it is approved by the Saskatchewan Ministry of Government Relations.

1st Reading: June 25, 2024
 2nd Reading: October 22, 2024
 3rd Reading: October 22, 2024

Reeve:

de Trainor

Administrator:

Kokawa



APPROVED
 REGINA, SASK.
 NOV 08 2024

 Minister of Government Relations

CERTIFIED A TRUE AND CORRECT COPY OF
Bylaw No. 2024-12
Kokawa, Administrator
 DATED AT EMERALD PARK, SASK.
 THIS 22nd DAY OF October 2024

Appendix A to Bylaw 2024-12

North of Highway 1 within the Development Overlay Area:	\$20,711/hectare
South of Highway 1 within the Development Overlay Area:	\$21,995/hectare
Outside of the Development Overlay Area:	\$14,139/hectare

as
kg

Appendix B to Bylaw 2024-12 Development Levy Bylaw

1. Introduction

The RM's 2021-2026 Strategic Plan identifies a goal to "develop a plan to expand, upgrade or improve infrastructure and community services to address existing gaps". Increasing the level of service provided is a key pillar of the RM's strategic approach to creating economic development opportunities, but such improvements require significant financial planning and investment.

As the RM continues to experience substantial residential, commercial and industrial growth, it is critical that the associated infrastructure expansions and upgrades are funded in a proactive and sustainable manner that does not place undue strain on the existing tax base. Creating a long-term infrastructure funding strategy involves identifying and prioritizing capital projects needed to accommodate growth and planning for how these projects will be funded. The collection of development charges, encompassing both development levies and servicing agreement fees, is an important funding source for future capital investments.

The calculations in this report will be used as the basis of the development charges included in the RM's Development Levy Bylaw and Servicing Agreement Fees and Securities Policy. The projects and costs used to calculate development charges should be re-evaluated periodically to adjust for changes in project scope and cost. With the adoption and regular review of the Development Levy Bylaw and Servicing Agreement Fees and Securities Policy, the RM seeks to align development charges with off-site capital expenses as closely as possible.

The scope of this study includes off-site projects that provide service to the parcel boundaries of a development site, but does not include on-site infrastructure which the developer will continue to wholly fund.

2. Supporting Legislation

RM of Edenwold Official Community Plan Bylaw 2019-20

2.4 Growth Management Strategy

This OCP promotes a fair approach with respect to who is responsible for paying for growth. According to this Plan, developers are responsible for paying for all capital costs related to infrastructure, facilities and services that service the new developments. All members of the community, including those in new developments and existing citizens and businesses, are responsible for contributing equitably to the capital costs for the development of new facilities and services that benefit everyone.

6.6 Servicing Agreements

Council may require a Servicing Agreement as part of a subdivision in accordance with Section 172 of The Planning and Development Act, 2007. When a Servicing Agreement is required by Council, the agreement will become a requirement of the approving authority for subdivision approval.

...

The following items may be included in a Servicing Agreement:

- Specifications regarding the design, construction and/or installation of any facility, infrastructure, utility or service component within or outside of the development area (design plans that meet the requirements shall be required to be attached to the agreement)
- Fee requirements with respect to fees established by Council for payment in whole or in part for the capital cost of any facility, infrastructure component or service that will directly or indirectly service the proposed development
- Time limits for the completion of any work or payment of any fees specified in the agreement
- Provisions for the applicant and the municipality to share the costs of any item contemplated within the agreement
- Performance security requirements or other assurances Council may consider necessary

The fees to be charged to the developer, the amounts required as performance security and the timelines for payment shall be in accordance with the municipality's Servicing Agreement Fees and Securities Policy. This policy shall define the projects for which fees are being collected, the areas affected by each project, the expected cost of each project, the cost sharing breakdown for each project between existing and new development and the cost share breakdown per lot (or other unit). The Servicing Agreement Fees and Securities Policy and any schedules to the bylaw shall be kept current by the municipality.

6.7 Development Levies and Agreements

In accordance with sections 169 and 170 of The Planning and Development Act, 2007, Council may establish, by bylaw, development levies for recovering all or part of the capital costs for providing, altering, expanding or upgrading services and facilities associated with a proposed development. When Council determines development levies are required for a proposed development, the execution of the development levy agreement and the payment of the fees become requirements of the development permit.

...

The following items may be included in a Development Levy Agreement:

- Specifications regarding the design, construction and/or installation of any facility, infrastructure, utility or service component within or outside of the development area (design plans that meet the requirements shall be required to be attached to the agreement)
- Fee requirements with respect to fees established by Council for payment in whole or in part for the capital cost of any facility, infrastructure component or service that will directly or indirectly service the proposed development
- Time limits for the completion of any work or payment of any fees specified in the agreement
- Provisions for the applicant and the municipality to share the costs of any item contemplated within the agreement
- Performance security requirements or other assurances Council may consider necessary

The fees to be charged to the developer, the amounts required as performance security and the timelines for payment shall be in accordance with the municipality's Development Levy Bylaw. A schedule to this bylaw shall define the projects for which fees are being

collected, the areas affected by each project, the expected cost of each project, the cost sharing breakdown for each project between existing and new development and the cost share breakdown per lot (or other unit). The Development Levy Bylaw and any schedules to the bylaw shall be kept current by the municipality.

Planning and Development Act, 2007

168 In this Part, "**capital cost**" means the municipality's estimated cost of providing construction, planning, engineering and legal services that are directly related to the matters for which development levies and servicing agreement fees are established pursuant to sections 169 and 172, as the case may be, but does not include any cost of maintaining roadways, other related infrastructure and public facilities.

169

- 1) If a council has adopted an official community plan that authorizes the use of development levies, the council may, by bylaw, establish development levies to recover the capital costs of services and facilities as prescribed in subsections (2) and (3).
- 2) If a development does not involve the subdivision of land, a council may impose development levies for the purpose of recovering all or a part of the municipality's capital costs 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) Recreational facilities.

...

- 3) The development levy bylaw shall only permit development levies to be imposed if the municipality will incur additional capital costs as a result of the proposed development.
- 4) The levies in the development levy bylaw must be based on:
 - a) a study or studies that determine the capital costs of municipal servicing and recreational requirements that service the area for which the levy is applied; and
 - b) consideration by council of future land use patterns and development and the phasing of public works.

172

- 1) If there is a proposed subdivision of land, the municipality in which the subdivision is located may require a subdivision applicant to enter into a servicing agreement to provide services and facilities that directly or indirectly serve the subdivision.
- 2) Subdivision applicants shall not receive a certificate of approval from the approving authority if a servicing agreement is required by the municipality and has not been signed by the parties to the agreement.
- 3) Servicing agreements may provide for:
 - ...
 - b) if council can reasonably demonstrate costs associated with the proposed subdivision, the payment by the applicant of fees that the council may establish as payment in whole or in part for the capital cost of providing, altering, expanding or upgrading sewage, water, drainage and other utility services, public highway facilities, or park and recreation space facilities, located within or outside the proposed subdivision, and that directly or indirectly serve the proposed subdivision;

3. Methodology

Because of the size and diversity of the RM, service levels vary depending on the area. For example, municipal water and wastewater are not available to all properties in the RM. For this reason, and to ensure the properties benefiting from infrastructure are the ones contributing to capital costs, development charges have been determined based on specified geographic sub-areas in accordance with Section 169(5) of *The Planning and Development Act*. In some cases, all sub-areas will contribute to the same projects if there is in fact general benefit to multiple areas of the RM.

The three sub-areas used to differentiate development charge amounts are as follows:

- a) **Outside of Development Overlay Area (DOA):** The RM of Edenwold Official Community Plan (OCP) defines a Development Overlay Area where growth and intensification is both encouraged through policy, and most cost effective based on availability of services. Outside of the DOA, development is mostly agricultural and related residential uses with lower servicing requirements and associated costs. For example, development outside of the DOA typically has on site water and wastewater and does not necessitate capital expenditures related to the municipal water and wastewater systems; therefore development in these areas should not be expected to contribute to these projects through development charges.
- b) **Within the DOA North of Highway 1:** Development within the DOA north of Highway 1 is a mix of light industrial, commercial, and country residential. Many developments are serviced by both municipal water and wastewater. In some instances, the infrastructure needed to service this area provides exclusive benefit to properties on the north side of the highway, with little general benefit throughout the DOA. For this reason, the fees for this area have been calculated separately based on the projects specific to its future capital needs.
- c) **Within the DOA South of Highway 1:** Development within the DOA south of Highway 1 primarily consists of the urban community of Emerald Park, including substantial residential, commercial, and light industrial development, with significant growth potential in the future. Almost all developed properties in this area are serviced by both municipal water and wastewater, and the OCP directs all future development to connect to both systems. This area has a well-established local road network that will require upgrades and expansion as development occurs. It is also the area with the most investment into parks and recreation facilities, due to the density of local residential development. In many instances, the infrastructure needed to service this area provides exclusive benefit to properties on the south side of the highway, with little general benefit throughout the DOA. For this reason, the fees for this area have been calculated separately based on the projects specific to its future capital needs.

4. Per Hectare vs. Per Lot Fees

Development levies are charged on a per hectare basis, recognizing that the capital needs for development generally increase with the site size. Per hectare fees also incentivize efficient use of land.

aw
B

5. Allocation of Benefit

The allocation of benefit concept acknowledges that some capital projects provide general benefit to both new and existing development; therefore, there are some instances where it is inequitable to charge the full extent of new infrastructure costs to new development. The RM has chosen to allocate 50% of the capital infrastructure costs to new development and 50% to existing development, recognizing that most of the projects listed provide some benefit to existing development.

6. WCRM158 Wastewater Management Authority

The RM of Edenwold jointly owns and operates a wastewater authority with the Town of White City called the WCRM158 Wastewater Management Authority (WCRM158 WMA). The WCRM158 WMA operates a wastewater treatment plant located in the RM, outside the southeast borders of the Town. Connection fees are established by the Board and the same fee is charged to any developments connected to the system whether they are located in the Town or the RM.

7. Timeline

Each project was assigned an estimated timeline for completion, with a maximum timeline of 10 years. Therefore, all projects considered during the calculation of these development levies are assumed to be scheduled and initiated before 2034. These timelines should be updated regularly in response to changing council priorities and budgets, or availability of external funding sources (i.e. grants).

The per hectare levy was determined with consideration for the anticipated timeline of each project. For example, a project that has a 2-year timeline has the total project cost distributed over 2 years, resulting in a higher levy compared to a project with the same project cost that has a timeline of 5 years. The per hectare contributions are intended to meet the RM's financial needs to complete these short to medium term projects at their projected timelines.

8. Inflation

The impact of inflation on capital costs was taken into account by applying a 3% per year interest rate compounded over the timeline for each project.

9. Calculation of Capital Costs

All costs are shown in 2024 dollars.

a. By infrastructure category

Category	Total Cost
Wastewater	\$10,600,000
Water	\$4,720,000
Drainage	\$770,000
Roads	\$17,680,000
Parks and Recreation	\$20,400,000
Total Costs	\$54,170,000
Total Costs with 20% Planning & Engineering Contingency	\$65,004,000

CW
K

b. Costs by sub-area

Sub-area	Total (without planning & engineering contingency)	Total (With 20% planning & engineering contingency)
North of Highway 1 within Development Overlay Area	\$7,020,000	\$8,424,000
South of Highway 1 within Development Overlay Area	\$7,650,000	\$9,180,000
All areas, including development outside of Development Overlay Area	\$39,500,000	\$47,400,000
Total Costs	\$54,170,000	\$65,004,000

c. Summary

	North of Highway 1 within DOA	South of Highway 1 within DOA	All Development	Total (Without planning & engineering contingency)	Total (With 20% planning & engineering contingency)
Wastewater	\$5,000,000	\$5,500,000	\$100,000	\$10,600,000	\$12,720,000
Water	\$0	\$0	\$4,720,000	\$4,720,000	\$5,664,000
Drainage	\$420,000	\$250,000	\$100,000	\$770,000	\$924,000
Roads	\$1,600,000	\$1,900,000	\$14,180,000	\$17,680,000	\$21,216,000
Parks and Recreation	\$0	\$0	\$20,400,000	\$20,400,000	\$24,480,000
Total (without planning & engineering contingency)	\$7,020,000	\$7,650,000	\$39,500,000	\$54,170,000	
Total (with 20% planning & engineering contingency)	\$8,424,000	\$9,380,000	\$47,400,000		\$65,004,000

10. Calculation of Per Hectare Development Levy

a) All development, including development outside of Development Overlay Area

Infrastructure/Service	Development Levy Portion*	Cost per Hectare**
Wastewater	\$16,667	\$332
Water	\$481,064	\$9,020
Drainage	\$33,841	\$635
Roads	\$90,969	\$1,706
Parks and Recreation	\$130,477	\$2,446
Total	\$753,018	\$14,139

b) North of Highway 1 within Development Overlay Area

Infrastructure/Service	Development Levy Portion*	Cost per Hectare**
Wastewater	\$326,193	\$6,116
Water	\$0	\$0
Drainage	\$13,844	\$260
Roads	\$10,438	\$196
Parks and Recreation	\$0	\$0
Total	\$350,475	\$6,572

ao k

c) South of Highway 1 within Development Overlay Area

Infrastructure/Service	Development Levy Portion*	Cost per Hectare**
Wastewater	\$382,469	\$7,171
Water	\$0	\$0
Drainage	\$23,406	\$439
Roads	\$10,692	\$200
Parks and Recreation	\$2000	\$46
Total	\$418,567	\$7,856

*Adjusted for inflation

** Total project cost/timeline/50% allocation of benefit/64 hectares per year*20% planning & engineering contingency

11. Per Hectare Levy Summary

Please note that the levies below do not include WCRM158 wastewater connection fees, which will be charged in accordance with the fees in effect at the time of development.

a) Outside of Development Overlay Area

Wastewater	\$332
Water	\$9,020
Drainage	\$635
Roads	\$1,706
Parks and Recreation	\$2,446
Total	\$14,139/hectare

b) North of Highway 1 within Development Overlay Area


Wastewater	\$6,448
Water	\$9,020
Drainage	\$895
Roads	\$1,902
Parks and Recreation	\$2,446
Total	\$20,711/hectare

c) South of Highway 1 within Development Overlay Area

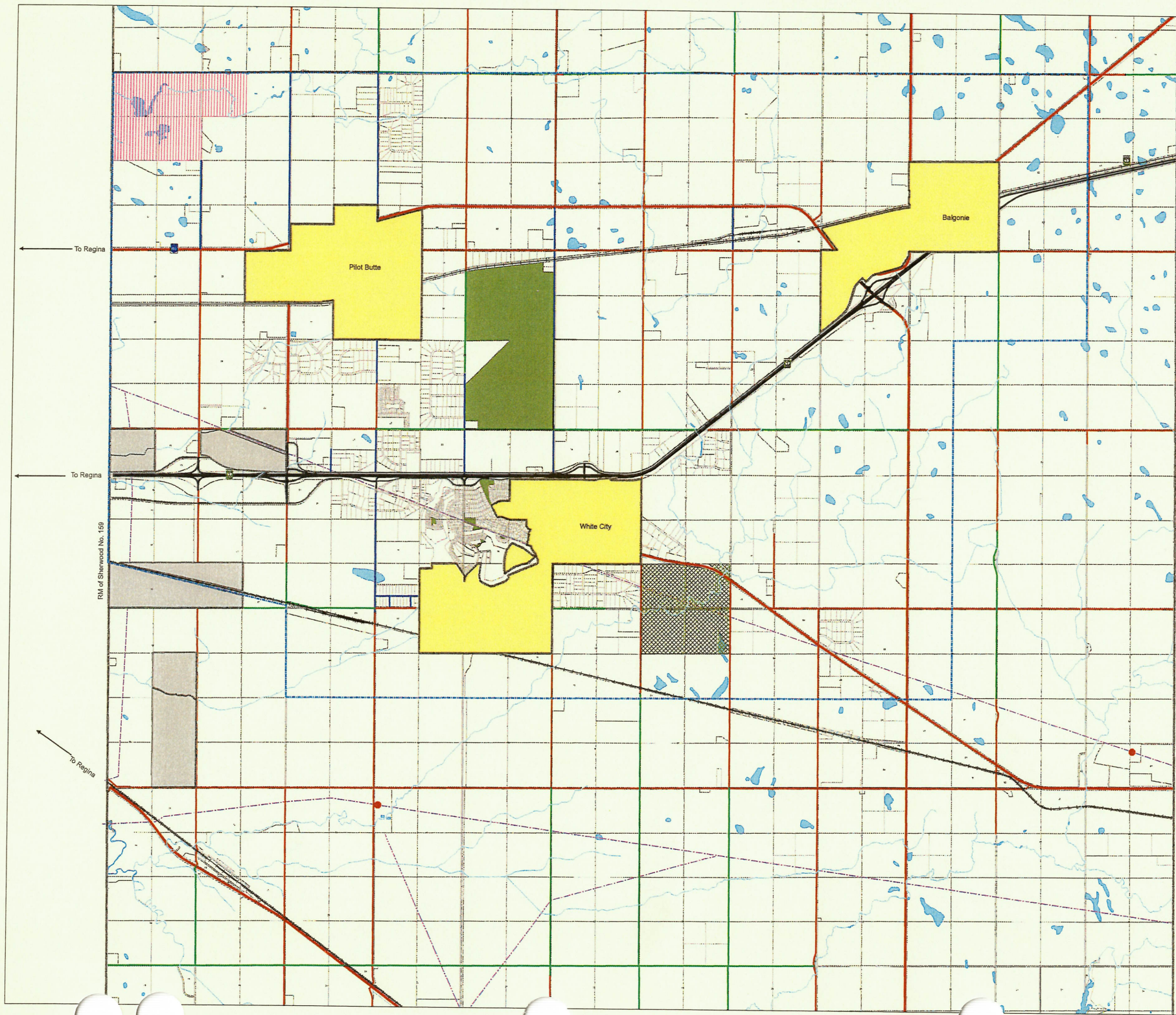
Wastewater	\$7,503
Water	\$9,020
Drainage	\$1,074
Roads	\$1,906
Parks and Recreation	\$2,492
Total	\$21,995/hectare

ao kg

12. Map of Development Overlay Area (excerpt from RM of Edenwold Official Community Plan Bylaw 2019-19)

ad 

aw kj



RM of South Qu'Appelle No. 197

RM of Sherwood No. 159

RM of Lajord No. 128

Regional Context (Map 2) Development Overlay

- Legend**
- Development Overlay Area
 - First Nations Reserve Land
 - Compressor Station
 - RM Boundary
 - Watercourse
 - Urban Municipality
 - Rail Line
 - TransCanada Highway
 - Service Road
 - Municipal Dirt
 - Municipal Gravel
 - Municipal Paved
 - Secondary Highway
 - Pipelines
 - Waterbody
 - Park/Recreation
 - Game Preserve
 - Conservation Land

Map Reference Scale: **1:30,000**
 Author: M. Hodgins
 Prepared For: RM of Edenwold No. 158

DISCLOSURE: THIS MAP IS FOR REFERENCE USE ONLY, AND SHOULD NOT BE USED FOR SITE-SPECIFIC MEASUREMENTS. THE MUNICIPALITY IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS WHICH MAY BE PRESENT ON THIS MAP. PLEASE NOTIFY THE RM OFFICE OF ANY ERRORS OR DISCREPANCIES.



Developer Classification Table

Class	Description
A	<ul style="list-style-type: none"> - Being party to 3 or more Servicing or Development Agreements with the RM of Edenwold in the past 10 years where: <ul style="list-style-type: none"> o All development was carried out in accordance with the terms and conditions of the Servicing or Development Agreement o All payments including Servicing or Development Agreement fees and security items were submitted prior to the deadlines stated in the Servicing or Development Agreement o Infrastructure and services were constructed in accordance with the timelines outlined in the Servicing or Development Agreement <p>AND</p> <ul style="list-style-type: none"> - All taxes levied on all properties owned by the Developer in the RM of Edenwold have been paid in full and on time (the municipality will consider a period of up to 3 years, as applicable)
B	<ul style="list-style-type: none"> - Being party to 1 or more Servicing or Development Agreements with the RM of Edenwold in past 10 years where: <ul style="list-style-type: none"> o All development was carried out in accordance with the terms and conditions of the Servicing or Development Agreement o All payments including Servicing or Development Agreement fees and security items were submitted prior to the deadlines stated in the Servicing or Development Agreement o Infrastructure and services were constructed in accordance with the timelines outlined in the Servicing or Development Agreement <p>OR</p> <ul style="list-style-type: none"> - A reference from another municipality certifies the completion of 2 or more Servicing or Development Agreements in the past 10 years where development was carried out in accordance with the terms and conditions of the Servicing or Development Agreement, all payments including Servicing or Development Agreement fees and security items were submitted prior to the deadlines stated in the Servicing or Development Agreement and infrastructure and services were constructed in accordance with the timelines outlined in the Servicing or Development Agreement <p>AND</p> <ul style="list-style-type: none"> - All taxes levied on all properties owned by the Developer in the RM of Edenwold have been paid in full and on time (the municipality will consider a period of up to 3 years, as applicable)

aw

C	<ul style="list-style-type: none"> - No previous Servicing or Development Agreements with the RM of Edenwold in the past 10 years <p style="text-align: center;">OR</p> <ul style="list-style-type: none"> - Entered into 1 or more Servicing or Development Agreements with the RM of Edenwold where <i>most</i> but not <i>all</i> requirements were met <p style="text-align: center;">AND</p> <ul style="list-style-type: none"> - All taxes levied on all properties owned by the Developer in the RM of Edenwold have been paid in full and on time (the municipality will consider a period of up to 3 years, as applicable)
D	<ul style="list-style-type: none"> - Entered into 1 or more Servicing or Development Agreements with the RM of Edenwold, but was involved in a major breach of the terms and conditions of the Servicing or Development Agreement <p style="text-align: center;">OR</p> <ul style="list-style-type: none"> - Taxes levied on any property owned by the Developer in the municipality were not paid in full by the annual payment deadline (the municipality will consider a period of up to 3 years, as applicable).

Notes

The classification of a developer may be adjusted based on positive performance as follows:

- A developer will be re-classified from Category C to Category B once the criteria for Category B have been met.
- Similarly, a developer will be re-classified from Category B to Category A once the criteria for Category A have been met.
- A developer will be re-classified from Category D to Category C under the following circumstances:
 - o the conditions of the Servicing or Development Agreement(s) for which the developer failed to meet have been met to the satisfaction of the municipality; and
 - o the Developer has paid all taxes owing to the municipality in full by the annual payment deadline for a period of 3 consecutive years.

The classification of a developer may be adjusted based on negative performance as follows:

- A developer will be re-categorized from Category A to Category B or from Category B to Category C for repeated minor breaches (3 or more) of the terms of a Servicing or Development Agreement(s).
- A developer will be re-categorized from Category A to Category B or from Category B to Category C for late payment of taxes levied on any property owned by the Developer up to two months after the payment deadline.
- 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 Servicing or Development Agreement.
- A developer will be re-categorized from Category A, Category B or Category C, directly to Category D for late payment of taxes levied on any property owned by the Developer if not paid within two months of the payment deadline.

The following items are considered a major breach:

- Commencement of construction prior to receiving all necessary permits and approvals from the municipality
- Failure to complete construction within the timelines set out in the Servicing or Development Agreement
- Failure to complete infrastructure to the standard set out in the Servicing or Development Agreement

00

- Failure to renew the Security in accordance with the terms of the Servicing or Development Agreement
- Other infractions of the Servicing or Development Agreement that result in significant negative impacts or potential significant negative impacts on the development, nearby properties or the municipality, as determined by the municipality

The following items are considered a minor breach:

- Infractions of the terms of the Servicing or Development Agreement that result in insignificant negative impacts on the development, nearby properties or the municipality, as determined by the municipality