

ENCLOSURE 3 Summary of Terms of Proposed Agreement

Tripartite Infrastructure Agreement for Cambrian Crossing

The proposed agreement provides for the design, construction, installation, financing, and funding of certain municipal infrastructure in order to facilitate the development of the Cambrian Crossing subdivision development.

The proposed agreement includes the following terms:

- County Obligations:
 - *Arterial Roads and Associated Stormwater Management Infrastructure:*
 - undertake detailed design by December 31, 2021 for Range Road 231 from Highway 16 north to the third access point, including temporary accesses, improvements to the existing Highway 16 interchange, the west service road paralleling Highway 16, interim signals at Highway 21 and Township 534 and the Railway Overpass, and provide a partial release of the design as necessary for the pregrading obligations
 - take reasonable steps by September 30, 2022 to acquire lands required as well as necessary external regulatory approvals
 - commence construction by September 30, 2022 (and thereafter continue that construction with reasonable diligence and efforts) for Range Road 231 from Highway 16 north to the first access point into Cambrian as well as interim signals and associated improvements at the intersection of Highway 21 and Township Road 534
 - *Water Infrastructure:* commence construction by September 30, 2022 (and thereafter continue that construction with reasonable diligence and efforts) for the leviable water infrastructure required to service Cambrian Crossing
 - *Wastewater Infrastructure:* commence construction by September 30, 2022 (and thereafter continue that construction with reasonable diligence and efforts) for stage 1 of the leviable wastewater infrastructure required to service Cambrian Crossing
 - *Off-site Levy Bylaw:* prepare and propose applicable amendments to the County's off-site levy bylaw for Council's consideration that update levy rates to incorporate and reflect the cost estimates and actual construction costs for the leviable municipal improvements constructed under this agreement
- Developer (Mattamy) Obligations:
 - *Pregrading Work within the Construction Area:* commence certain pregrading work for the arterial roads and associated stormwater management infrastructure by July 15, 2021 and complete it within 90 days of commencement
 - *Arterial Roads and Associated Stormwater Management Infrastructure:* for Range Road 231 from the second access point to the third access point, commence construction by a date that is no more than 3 months following the County giving notice of commencement of the Railway Overpass construction and complete that construction within 15 months after commencing. However, if that notice is given by the County between October 1, 2021 and April 30, 2022,

then the deadline for commencement is the later of May 1, 2022 or 3 months following delivery of the notice by the County

- *Stormwater Management Infrastructure*: provide options to the County for interim stormwater management infrastructure for the north section of Range Road 231 by July 31, 2021, and then design based on County selected option and then commence and complete construction at the same time and by the same dates as the Arterial Roads and Associated Stormwater Management Infrastructure
- *Financing of County Constructed Municipal Improvements*: pay the County 50% of the costs incurred by the County for County constructed Arterial Roads and Associated Stormwater Management Infrastructure on a progress payment basis aligning with County receipt of contractor invoices for that construction, to be paid within 20 days following the receipt of the County's invoice
- *Reimbursement*:
 - nothing in the agreement impacts the obligation of the Developer to pay applicable off-site levies in accordance with any current or future subdivision approval or development permit
 - reimbursement of a portion of the costs of the Aerial Roads and Associated Stormwater Management Infrastructure is through collection of off-site levies and/or contributions in aid of construction (CIAC) within the North of Yellowhead area (but not as a levy credit)
 - not entitled to such reimbursement until the County has been fully reimbursed for its costs incurred pursuant to this Agreement and otherwise for leviable or CIAC infrastructure for Cambrian Crossing
- *Security*: provide security for performance of obligations, specifically 100% of proportionate share of County's cost of construction of the Arterial Roads and Associated Stormwater Management Infrastructure and 50% of estimated cost of developer construction under this agreement
- *Engineering Professional*: if choose to use a different engineering professional than County engineering professional who designed, then increased cost is not reimbursable
- *On-site Infrastructure*: acknowledgement of responsibility pursuant to current or future subdivision approval or development permit
- *Timing and Interference*: no interference by Developer construction with County construction and no County liability related to timing of County construction impact on Developer work
- Developer (Rohit) Obligations:
 - *Pregrading Work within the Construction Area*: commence certain pregrading work for the arterial roads and associated stormwater management infrastructure by July 15, 2021 and complete it within 90 days of commencement
 - *Arterial Roads and Associated Stormwater Management Infrastructure*: for Range Road 231 from the first access point to the second access point, commence construction by a date that is no more than 3 months following the

County giving notice of commencement of the Railway Overpass construction and complete that construction within 15 months after commencing. However, if that notice is given by the County between October 1, 2021 and April 30, 2022, then the deadline for commencement is the later of May 1, 2022 or 3 months following delivery of the notice by the County

- *Stormwater Management Infrastructure:* design stormwater management infrastructure for permanent stormwater management routing and storage for all runoff from Range Road 231 from Highway 16 north to the second access point through Cambrian Crossing, and commence construction of that stormwater management infrastructure by a date that is no more than 3 months following the County giving notice of commencement of the Railway Overpass construction and complete that construction with 15 months after commencing. However, if that notice is given by the County between October 1, 2021 and April 30, 2022, then the deadline for commencement is the later of May 1, 2022 or 3 months following delivery of the notice by the County
- *Financing of County Constructed Municipal Improvements:* pay the County 50% of the costs incurred by the County for County constructed Arterial Roads and Associated Stormwater Management Infrastructure on a progress payment basis aligning with County receipt of contractor invoices for that construction, to be paid within 20 days following the receipt of the County's invoice
- *Reimbursement:*
 - nothing in the agreement impacts the obligation of the Developer to pay applicable off-site levies in accordance with any current or future subdivision approval or development permit
 - reimbursement of a portion of the costs of the Aerial Roads and Associated Stormwater Management Infrastructure is through collection of off-site levies and/or contributions in aid of construction (CIAC) within the North of Yellowhead area (but not as a levy credit)
 - not entitled to such reimbursement until the County has been fully reimbursed for its costs incurred pursuant to this Agreement and otherwise for leviable or CIAC infrastructure for Cambrian Crossing
- *Security:* provide security for performance of obligations, specifically 100% of proportionate share of County's cost of construction of the Arterial Roads and Associated Stormwater Management Infrastructure and 50% of estimated cost of developer construction under this agreement
- *Engineering Professional:* if use different engineering professional than County engineering professional who designed, then increased cost is not reimbursable
- *On-site Infrastructure:* acknowledgement of responsibility pursuant to current or future subdivision approval or development permit
- *Timing and Interference:* no interference by Developer construction with County construction and no County liability related to timing of County construction impact on Developer work

- County and Developer Obligations:
 - *Developer Liability:* The Developers are not jointly liable to the County, rather their obligations and liabilities are separate. One Developer is not responsible to the County for the obligations and liabilities of the other Developer, rather each is only responsible for its own obligations and liabilities in accordance with the proposed agreement
 - *Cost Estimates:* Developer provide County cost estimates and update such estimates when change by 10% or based on tender pricing and thereafter, and all cost estimates will inform security amounts, off-site levy models and rates, and budget financing
 - *Easement and Land Acquisition:* Developer grant County easements, utility rights of way, road rights of way, access across, and dedications necessary for the municipal improvements or other infrastructure required to service Cambrian Crossing under this agreement, and any road acquisitions are for consideration-based pre-determined rates based on current market evaluations for all development lands
 - *On-site Development within Cambrian Crossing:* housing development permitted conditional to the completion of leviable water infrastructure, wastewater infrastructure, and arterial roads and associated stormwater management infrastructure (including the Railway Overpass) being completed, with an exception for development permits for show homes prior to issuance of the construction completion certificate
 - *Location and Scope Disputes:* If there is a dispute regarding location and scope of the Municipal Improvements then: (1) if it gives risk to a difference of more than 10% in the cost it will be resolved by negotiations, failing which then by escalation to a senior officer or representative including recording the resolution, or (2) if it gives rise to a difference of less than 10% in cost, then the decision will be made by the County's engineering professional
- County and Developer Conditions:
 - Excepting the obligations to do the Pregrading Work within the Construction Area, the commitments of the County and the Developers pursuant to the proposed agreement with respect to the Municipal Improvements to service Cambrian Crossing are subject to the County: obtaining budget, financing, and borrowing approval from Council; acquiring necessary lands, crossing or utility right of way agreements; obtaining necessary approvals or consents for necessary relocations of existing utilities; complying with public procurement rules and related County policies and procedures; and receiving securities and contributions contemplated under this agreement
 - If these conditions are not satisfied or waived by the County on or before September 30, 2022, then the proposed agreement will terminate and the County must return any security provided to each Developer
- Other Provisions:
 - *Registration Against Title to Lands:* The County is entitled to register a charge against the developer lands in an amount of up to \$2.5M. The County will postpone such charge to a bona fide mortgage granted by the developer on

certain conditions (such as that it secures loans advanced to pay the developer's cost of construction of the Municipal Improvements). The County will partially discharge such charge to facilitate the transfer and sale of any subdivided lot within the Cambrian Crossing subdivision development to a bona fide non-arm's length third party purchaser, provided there is sufficient equity in the remaining lands to cover the amount of the charge. The developers can provide alternate security in lieu of the charge against the lands.

- *Developer Responsibility for Third Party Contractors:* Developer can contract with third parties for performance of obligations but remains fully responsible for the work of those third parties
- *Process for Acceptance by and Transfer to County and Warranty Period for Municipal Improvements:* provisions related to the process for acceptance by the County, requirements before issuance of construction completion certificate, rectification of deficiencies, warranty period, and requirements before issuance of final acceptance certificate by County
- *Arbitration:* provisions for disputes arising under this agreement to be referred to arbitration for final and binding resolution
- *Indemnity:* indemnity by the developer in favour of the County
- The proposed agreement includes many other provisions typically included in County development agreements that facilitate the orderly design and construction and installation of municipal improvements.