Winnipeg



A Guide to Understanding the Development Agreement Parameters

January 1, 2006

This document has been prepared for the convenience of the user and is intended only as a guide to the City of Winnipeg's 2002 Development Agreement Parameters. The 2002 Development Agreement Parameters, adopted by City Council on July 17, 2002, should be consulted for all purposes. The City of Winnipeg expressly disclaims any responsibility for errors or omissions. The contents of this guide may be amended or updated without notice. For a copy of the 2002 Development Agreement Parameters, please contact:

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1-PREFACE

1. *Introduction – Development Agreement Parameters*

What: The Development Agreement Parameters serve as guidelines for the City administration and the development industry in setting conditions for development for consideration by the City Council. These parameters convey the general policy of the City toward new and infill development.

Why: The main purpose of the Development Agreement Parameters is to ensure that:

- All Developers pay for their equitable share of costs associated with development
- Development agreement obligations are consistent across all developments
- Development complies with City of Winnipeg's construction specifications

How: The adoption/amendment of Development Agreement Parameters is determined by a majority vote of the Council. Only an enactment of a by-law by the Council or a development agreement signed by a Developer would impose an obligation for payment or reimbursement to a previous Developer.

II - ADMINISTRATION AND FINANCE

There are certain administrative and financial requirements that the Developer and the City need to follow. This section provides information with respect to incorporation of over-sizing, cost sharing, cost recovery, and reimbursement parameters into the agreements. There are additional parameters, which the Developer must follow when contracting out the works and providing securities, to guarantee her/his obligations, as well as a stipulation as to what plans must be included in the development agreement document.

2. Developer Reimbursement

When the City determines that land of a third party directly benefits from the services installed by a Developer, the City may enter into an agreement to recover the costs of a future benefit for the Developer. In other cases, the timing and amount of cost recovery may be calculated on the basis of annual compound interest rate[1] or local improvement rates.[2]

A development agreement may provide that the City, in accordance with these parameters, pay to the Developer the cost and interest subject to and upon capital funding being approved for that payment.

3. Land Value

In cases where the City acquires land for its use, the value of such land will be determined annually by the City on the basis of appraised market value of raw acreage that has imminent development potential.

4. Services Fronting on Privately Owned Lands

When the Developer installs services and improvements that front and directly benefit private lands (see figure 1)., a local improvement[3] by-law may be enacted Such a local improvement by-law must, under the required statute, be enacted before the construction work commences. Upon enactment of the required by-law (and approval of funds in the City's capital budget), the City will pay to the Developer the lesser of:

a) The Developer's cost; or
b) The applicable local improvement cost.

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[1] The interest rate would be equal to the City's capital borrowing rate.

[2] Applicable during the year of recovery

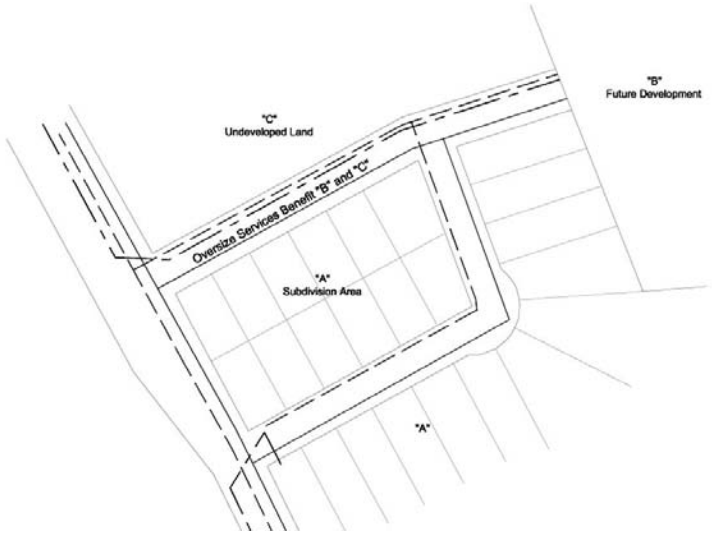
[3] Local Improvement means a project intended to be paid for wholly or partly by local improvement taxes imposed on benefiting property, and includes a project carried out in a local improvement district.

5. Installation of Services Benefiting Other than the Developer

In certain cases the City requires the Developer to install oversize services[4] to, or through, a subdivision (see figure 1). Where local improvements cannot be enacted, the City will endeavour to collect, for the Developer, all or a portion of additional costs of oversizing as follows:

a) A proportionate share of oversize service cost from future Developers, when the said services are extended; and/or
b) From private owners, insofar as it may legally permit, prior to connection to or use of the installed services.

FIGURE 1: (Oversize) Services and Improvements

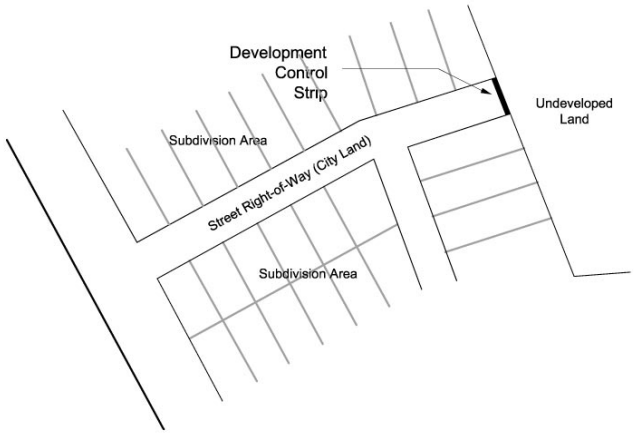


[4] Wastewater and land drainage sewers, watermains, stormwater impoundments, trunk sewers, water feedermains, pumping stations, street pavements, and other municipal services.

6. Bridge Financing of Services

Where the installation of oversize services is required to serve a proposed development, and where the City's capital funding cannot immediately be provided for the cost of oversizing, the Council may approve "bridge financing"[5] by the Developer.

FIGURE 2: Development Control Strips



7. Development Control Strips

In cases where a requested local improvement by-law is not enacted, or a local improvement by-law is otherwise not an appropriate mechanism to attempt cost recovery from the benefiting private lands, the City may include a 1-2 feet parcel of land on a plan of subdivision to act as a control strip to prevent premature development of adjacent lands without the appropriate costs being paid (see figure 2).

8. Insurance

The Developer shall only employ contractors that are licensed by the City and covered by the Contractor's Liability Insurance. The Developer is required to provide such evidence to the City for each contractor employed.

[5] Interim financing to bridge between the construction of the works and the subsequent repayment by the City through recoveries from other developers or capital funding

9. Security[6]

The Developer shall provide and maintain security, in forms and amounts satisfactory to the City, to guarantee performance and completion of all conditions and requirements included in the development agreement. While the development agreement is in effect, the City will review the security requirements on a regular basis and request/authorize an adjustment to amounts as reasonable.

10. Consultants and Administration Fees

The development agreement shall provide that the Developer pay for consulting services associated with the servicing of the development including design and site services. The consultants, although working for the Developer during the design phase, are required to ensure that all of the City's requirements and standards are being met during the provision of site services.

To defray the administrative costs of the development agreement, the Developer shall pay to the City an administration fee prior to the release of subdivision mylars (currently $1,200 per gross acre).

11. Tenders for City/Developer Cost-Shared Services

For the services and improvements where the City shares the cost with the Developer, the City will require that the prices reflect competitive tenders and are satisfactory to the City.

12. Substantial Completion and Construction Completion Certification

- "Substantial Completion" means completion certified by a consulting engineer and/or landscape architect, which is then approved by the City in accordance with the definition for subdivision completion, as included in the pertinent legislation.
- "Construction Completion" means 100 percent completion as certified by a consulting engineer and/or landscape architect, which is thereafter approved by the City.
- The development agreement shall provide for Warranty/Maintenance[7] periods to commence on the "Date of Substantial Completion" or the "Date of Construction Completion," whichever is appropriate.

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[6] Normally includes letters of credit, performance bonds, or cash deposits with the City but other forms of security may be acceptable under certain circumstances.

[7] Outlined in the MAINTENANCE AND COMPLIANCE section

On these dates the responsible Consulting Engineer and/or Landscape Architect shall provide appropriate Completion Certificates to the City as "owner" of public rights-of-way and public reserves. The completion status would be confirmed by a formal inspection arranged by the consultant and attended by appropriate representatives of the City.

13. Final Acceptance Certificates

In general, "Final Acceptance" of any individual improvement, obligation, or responsibility requires that:

- The item has been completed satisfactorily;
- Any warranty/maintenance period has expired; and
- Any deficiencies noted during the end of warranty inspection have been rectified to the satisfaction of the City.

Final Acceptance of any such item shall be formally acknowledged by the release of the security corresponding to that item. Final Acceptance of the entire development is acknowledged by the final release of all securities and by separate formal Final Acceptance Certification for i) Underground, ii) Above Ground, and iii) Boulevard and Tree Works.

14. Permits and Approvals

The Developer/Contractor is required to comply with all applicable Municipal, Provincial, and Federal legislations and obtain all necessary permits and approvals.

15. Plan Requirements

When applicable, each development agreement shall include the following plans:

a) Legal Plan outlining the Planned Area;
b) Master site grading plan; and
c) General servicing plan(s), prepared by a consulting engineer, showing a schematic layout of all the improvements required to fully service the Planned Area and any special plans required to enhance the understanding of the development agreement.

16. *Limited Urban Development Subdivisions*

The City may approve large-lot subdivisions in certain semi-rural areas, for example Wilkes South and Transcona South, based on the following conditions:

- The Developer shall apply for a letter of credit in the amount equal to 50 percent of the estimated cost of installation and construction of all works required to serve the subdivision.
- The Developer, its successors, and assignees shall be required to enter into an agreement with the City to not apply for or request a further subdivision of any parcel within the proposed subdivision, or to request the City to extend its waste water sewer or watermains to the subdivision. Under the agreement the Developer would also be responsible for maintenance of all areas of the street rights-of-way between the traveled road surface and the property line. Such an agreement is registered in the Winnipeg Land Titles Office as a caveat against each lot within that subdivision.
- The Developer shall agree that sewer and water supply services shall be private.

III - LAND ACQUISITION AND DEDICATION

Developers are required to transfer land to the City for various purposes to ensure an orderly development. This section outlines such requirements for street rights-of-way, easements, waterways, retention ponds, and park reserves. (For rights-of-way, see figures 3 and 4).

17. Walkways

The minimum right-of-way width for walkways shall be specified by the City and agreed to in the development agreement; in any case the width of the right-of-way shall be sufficient to enable the removal of snow.

18. Street Rights-of-Way

- The Developer shall provide to the City at no cost street rights-of-way required to serve the subdivision including right-of-way widths for streets that require ditch drainage or rural street cross sections. The Developer may also be required to provide land to the City at no extra cost for the purposes of widening of streets and/or widening collector streets serving the subdivision.
- The Developer may be required to pay a share of the cost to acquire required street rights-of-way outside the subdivision that are:
  - Designated by the City as having been acquired; and/or
  - Required to provide access from the subdivision to the regional street system.
- In addition to such requirements the Developer may be required to provide or accommodate, in the subdivision plan, for street rights-of-way designated by the City for future access or regional streets requirements. The City would either purchase or acquire such lands from the Developer.
- The development agreement may require the Developer to create and/or dedicate a reserve adjacent to an arterial road or expressway for the purposes of sound attenuation.

Note: The cost of land, in all of the above cases, shall be in accordance with the LAND VALUE parameter (see page 2).

FIGURE 3: Cross Section – Residential Street

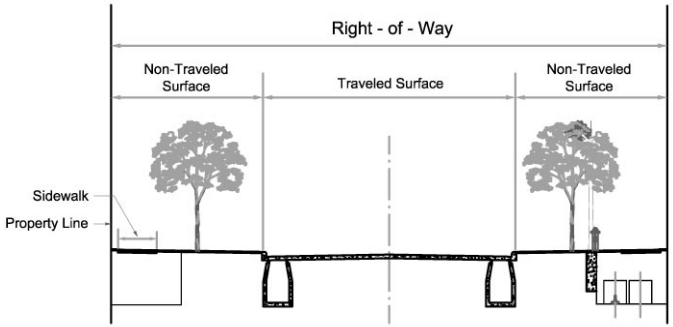
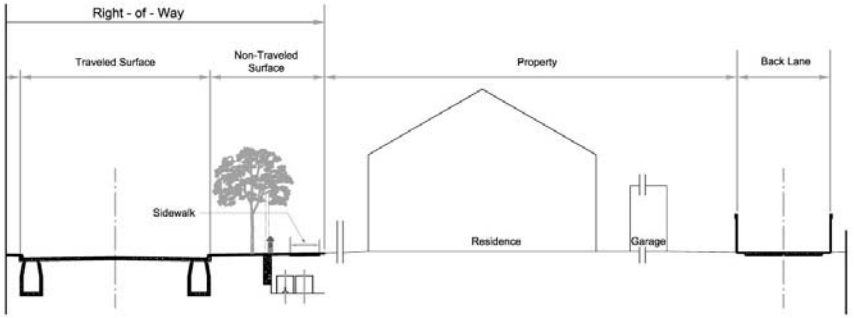


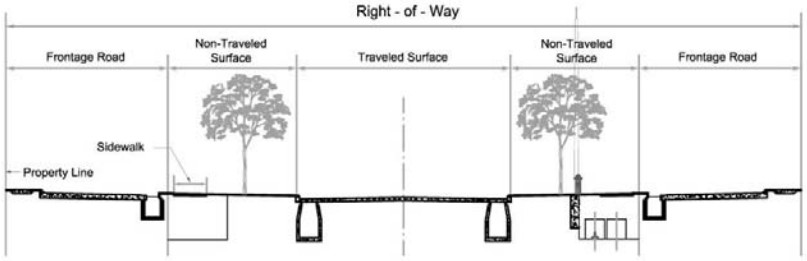
FIGURE 4: Cross Section – Residential Street and Back Lane



19. Frontage Roads

The development agreement shall require the Developer to provide at no cost to the City frontage road rights-of-way in the subdivision wherever required by the City, in accordance with the City's Transportation Standards Manual (see figure 5).

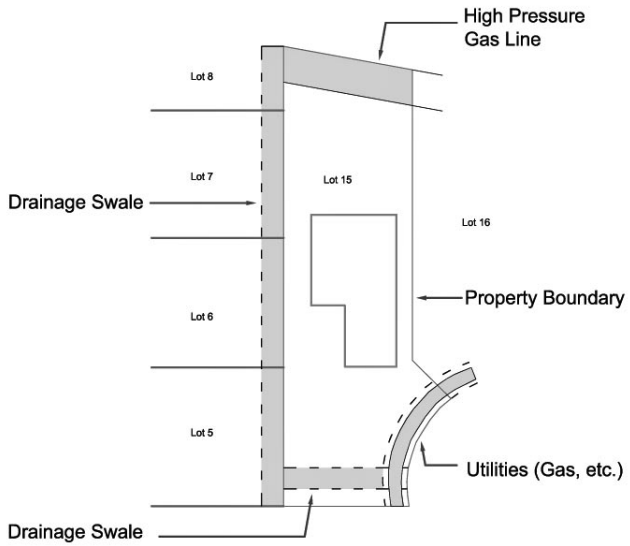
FIGURE 5: Cross Section – Residential Collector with Frontage Roads



20. Lane Rights-of-Way

The development agreement will require the Developer to provide, at no cost, lane rights-of-way wherever required by the City in the subdivision. Such dedications should comply with the City's Transportation Standards Manual.

FIGURE 6: Easements



21. Easements

The Developer is required to provide easements (see figure 6), where necessary, for the installation and maintenance of various utilities (i.e. natural gas, hydro, and telephone lines) and municipal works (i.e. water, swales, sewer, and roads). These easements will be registered in the Winnipeg Land Titles Office as caveats attached to the affected parcels.

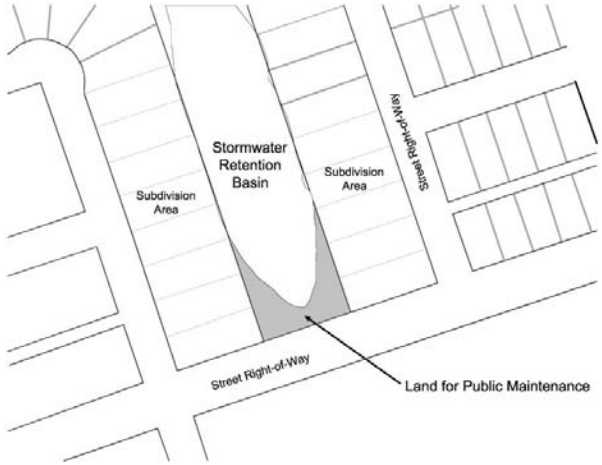
22. Rivers and Creeks

If a river or a creek exists within a development area, additional lands may be required for land drainage flow. In such cases the Developer would be required to transfer such lands to the City at a price as negotiated with the City.

23. Stormwater Retention Basins: Public Maintenance Area

For any development with stormwater retention basins, the Developer needs to provide an appropriate amount of land for access to the retention pond for public maintenance purposes at specified locations (see figure 7).

FIGURE 7: Public Maintenance Area to Stormwater Retention Basin



24. Public Park Reserves

Generally Developers are required to dedicate an equivalent of 10 percent of the development area to the City for use as active and/or passive parks.

a) The Developer should dedicate at least 8 percent of the net subdivision area[8] in land for the purposes of public park, and pay the remaining 2 percent in an equivalent cash amount.
b) In cases where land is not dedicated for public purposes, the Developer is required to make a full cash payment equivalent to 10 percent of the appraised value[9] of the Development Application prior to the release of subdivision mylars by the City

FIGURE 8: Public Reserve



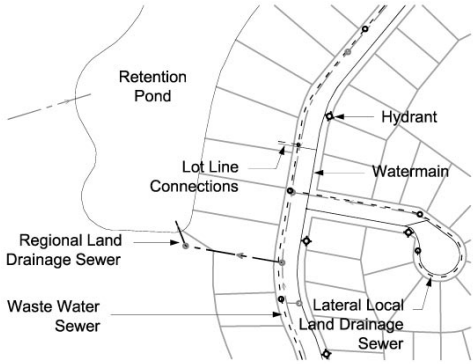
[8] Net area = (Gross area of subdivision) – (land acquired by the City for impoundment areas, regional street road allowances, and land drainage flow)

[9] Appraised value is determined by the City according to the LAND VALUE parameter.

IV - SERVICES AND IMPROVEMENTS

Developers are required to construct various types of municipal services that subsequently become part of the City's infrastructure. This section outlines these services and provides some guidelines pertaining to oversizing and cost sharing.

FIGURE 9: Underground Services



25. Waste Water Sewers

a) The Developer shall construct all required wastewater sewers to service the subdivision. This could also require the Developer to service adjacent lands in order to convey wastewater from the subdivision to the existing wastewater collection system.

b) In cases where the City requires oversize sewers to serve the subdivision, necessary calculations would be carried out to determine the additional costs associated with oversizing; such calculations should be satisfactory to the City.

c) In cases where the internal diameter of wastewater sewers is 300 millimeters (12 inches) or less, the City would not be liable for the additional capacity costs.

d) The development agreement may require the Developer to pay for existing services or services planned to be constructed in the future that directly benefit the proposed subdivision. Such costs are determined by the Director of Water and Waste of the City of Winnipeg, and specified before or during the development agreement.

Note: Any repayment shall comply with the DEVELOPER REIMBURSEMENT parameter (see page 2). The costs agreed upon in the development agreement will be adjusted to actual costs.

26. *Lateral Local Land Drainage Services*

The Developer may be required to construct all required lateral local land drainage sewers to service the subdivision. And if necessary, the Developer may also be required to provide services and facilities in adjacent lands in order to convey wastewater from the subdivision to the existing land drainage. When such services benefit adjacent lands, the City will repay the Developer.

Note: Any repayment shall comply with the DEVELOPER REIMBURSEMENT parameter (see page 2).

27. *Regional Land Drainage Trunk Facilities*

a) The Developer may be required to construct all required regional land drainage trunk facilities[10] to serve the subdivision. This may also require the Developer to construct services and facilities in adjacent lands for the conveyance of land drainage runoff from the subdivision to the existing land drainage system. In such cases, the Developer may be allowed to recover the agreed oversizing costs.

b) In cases where the City requires the Developer to construct regional land drainage trunk facilities to serve the subdivision, the necessary calculations to determine cost sharing shall be based on Trunk Service Rate (TSR).[11]

The Developer's payment calculated on the basis of TSR shall be adjusted to take into account the cost of the works that she/he was required to construct under her/his agreement.

c) The development agreement may require the Developer to pay the TSR for existing services or services planned for in the future that would benefit the proposed subdivision. In cases

[10] Stormwater retention basins, interconnection pipes, outfalls, and linear waterways

[11] TSR is a uniform per acre charge, which is calculated by adding together all the costs for the regional land drainage system (including construction, engineering, and land acquisition) and dividing it by the total drainage area it serves.

where services are to be constructed in the future, the City may accept a security in return for immediate payment.

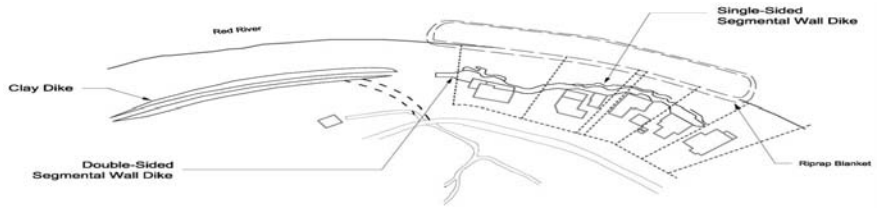
Note: In all of the above cases, all the costs in the development agreement would be adjusted to current dollar values.

28. Floodproofing

The development shall specify an appropriate flood protection method:[12]

a) Floodproofing of individual units; or
b) Construction of a primary dike system (see figure 10).

FIGURE 10: Dike System



29. Water

- The Developer shall construct all required watermains to serve the subdivision. This could also require the Developer to construct services in adjacent lands for connection from the subdivision to the existing water distribution system.
- In cases where the City requires oversize watermains to serve the subdivision, necessary calculations would be carried out to determine the additional costs associated with oversizing; such calculations should be satisfactory to the City.
- In cases where the internal diameter of watermains is 250 millimeters (10 inches) or less, the City would not be liable for additional capacity costs.
- The development agreement may require the Developer to pay for existing services, or services planned to be constructed in the future, that directly benefit the proposed

[12] Notwithstanding other applicable floodproofing regulations in accordance with the City of Winnipeg Charter

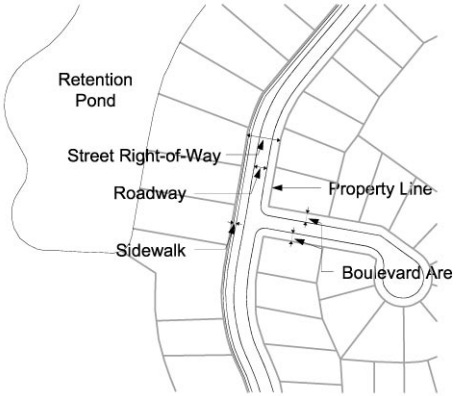
subdivision. Such costs are determined by the City, and specified before or during the development agreement.

Note: Any repayment shall be in accordance with the DEVELOPER REIMBURSEMENT parameter (see page 2).

30. *Lot Line Connections*

The Developer shall construct all required wastewater sewer and domestic water services from the main lines to the individual (single-family and two-family) lots in accordance with the City's specifications.

FIGURE 11: Above-ground Services



31. *Street Pavements & Lanes*

- The Developer shall construct, in all street rights-of-way within the subdivision, pavements in accordance with the City's Standard Construction Specifications. The Developer may also, in certain cases, be required to construct designated access roads and/or modifications to existing streets outside the subdivision boundaries.

- The City may require the Developer to construct pavements of greater width and depth to serve additional areas. In such cases, the City shall reimburse the Developer for the costs associated with additional width and depth. Such costs will be estimated by the City.
- Where a development borders on an arterial road, the Developer shall pay the cost of constructing one lane of concrete pavement and a share of the land drainage, sidewalks, landscaping, street lighting, and intersection improvements and modifications as determined by the City.[13]
- Where regional street improvements constructed by an initial Developer benefit other lands or the City, an appropriate cost sharing formula shall be determined and agreed upon in the development agreement.
- Area charges may be applied in lieu of frontage charges where more than one Developer shares the improvement costs.
- The Developer may be required to pay a share of the cost of previously constructed access roads that serve the subdivision.

Note: Any repayment shall comply with the DEVELOPER REIMBURSEMENT parameter (see page 2).

32. *Traffic Control Devices and Traffic Signs*

- The Developer shall pay for modifications to existing and/or installation of required new traffic control devices[14] within the development area.
- Where traffic control devices constructed by an initial Developer benefit other areas, or where traffic devices installed by the Developer benefit the City, an appropriate cost sharing formula shall be determined and agreed upon at the time the development agreement is signed.

33. *Lanes*

(See parameter no. 31)

[13] Not applicable to subdivisions where area charges are in effect.

[14] Traffic signals, railway crossing protection, overhead signs, and other traffic signs

34. Walkways

The Developer may be required to construct the following improvements with public walkways in the subdivision:

- Sidewalks – as specified by the City
- Appropriate fencing along the street frontage of the walkway
- Ornamental lighting and landscaping between the sidewalk and the property lines

35. Sidewalks

The Developer may be required to construct sidewalks along street rights-of-way as specified and designated by the City – generally including all collector roads and streets adjacent or leading to schools or parks. In such cases a caveat, that a sidewalk will be constructed abutting the property, will be registered against all parcels fronting or flanking along a sidewalk.

36. Boulevards

The Developer shall, in accordance with the City's specifications, be responsible for the installation of pavement, unit paving stones or sod, and plantation of trees in all non-traveled surfaces of boulevards, cul-de-sac islands, and medians.

37. Street Name Signs

The Developer shall pay for the cost of installation of street name signs at each intersection in the development area bearing street names approved by City Council.

38. Underground Services

The Developer shall be responsible for the installation of all underground electrical, telephone, and cable television services.[15]

39. Street and Lane Lighting

The Developer shall, in accordance with the City's accepted standards, install ornamental lights on all streets and lanes within the subdivision. Where the use of ornamental lighting is unreasonable – other forms of acceptable lighting will be permitted.

[15] Except in cases where the respective utility and the City determine it to be unreasonable.

40. Stormwater Retention Basins: Public Maintenance Area

For every 4 acres of water surface within an impoundment area, the Developer shall provide 1 acre of land for public access purposes at locations determined by the City. In accordance with the City's plans and specifications, the Developer shall:

- Grade, level, and sod the public land component;
- Install all services in road allowances located adjacent to the public land component; and
- Install chain link fencing to demarcate the public land component.

41. Public Park Reserves: Services

The Developer shall install services in road allowances located adjacent to public park reserves based on the formula: 100 feet of serviced frontage for each acre of dedicated parkland. In a cash-in-lieu situation, the potential length of street frontage would be multiplied by the City's annual Local Improvements By-Law rates for construction of services, which would yield the Developer's cash payment for the component.

42. Public Park Reserves: Improvements

The Developer shall grade, level, and sod the public park reserve; install irrigation equipment, and land drainage systems. In a cash-in-lieu situation, the amount of park dedication would be multiplied by the City's respective annual rates, which would yield the Developer's cash payment for the component.

43. Limited Urban Development Subdivisions

The City may approve subdivisions in certain designated semi-rural areas (RR-2[16] and A-5[17] districts); in such cases the Developer is required to construct gravel streets for A-5 Districts; or construct rural-highway type asphalt surface streets for RR-2 Districts.[18] The Developer must, in accordance with the City's specifications, fulfill the following conditions for approval:

General Requirements:

- Minimum width of travelling surface shall be 7.5 metres with a minimum shoulder width of 1.5 metres

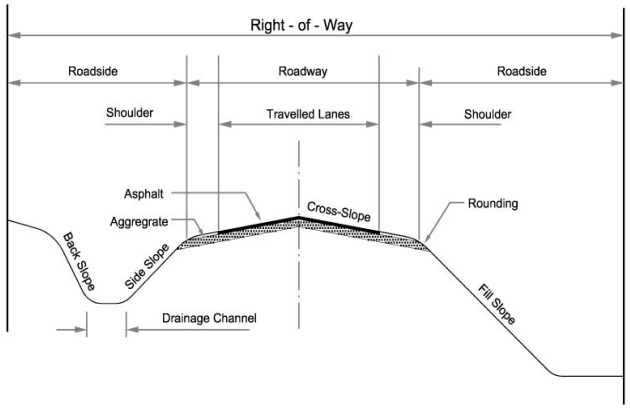
[16] Rural Residential 2-Acre lots

[17] Agriculture 5-Acre lots

[18] Construction of streets – inclusive of ditches, culverts, and other related works

- The Developer shall construct all ditches[19]
- The Developer shall seed all non-surfaced areas within the road rights-of-way
- The Developer shall install all overhead electrical services to the subdivision

FIGURE 12: Cross Section - Rural Street Right-of-Way



In addition to this the Developer shall also meet other specific requirements of districts.

A-5 District

- The roadway shall be surfaced with a 150 mm thick layer of aggregate on top of a sub-base ≥ 300 mm

RR-2 District:

- The roadway shall be surfaced over a period of 3 years: application of stabilized base course in the 1st year; base course treated with a dust inhibitor in the 2nd year; and application of compacted aggregate, asphalt, and shoulder treatments in the 3rd year.
- Where a development fronts on an existing improved gravelled boundary road:
  - The Developer shall pay (in cash) to the City its share to upgrade/maintain the roadway to an "oiled gravel surface"
  - The rate of payment shall generally be equal to 1/3rd of the local improvement rate for an asphalt payment

[19] Construction of ditches – inclusive of drainage ditches, outflows, rip-rap, and related works

V - MAINTENANCE AND COMPLIANCE

Once the services have been installed, the Developer is responsible for the maintenance/warranty of the works for a specified length of time to ensure that they meet the City's specifications before they become the responsibility of the City. The obligation covers the construction and materials; however, it does not include such maintenance items as snow clearing. This section outlines the length of time that the warranty extends for the main types of services.

44. Maintenance

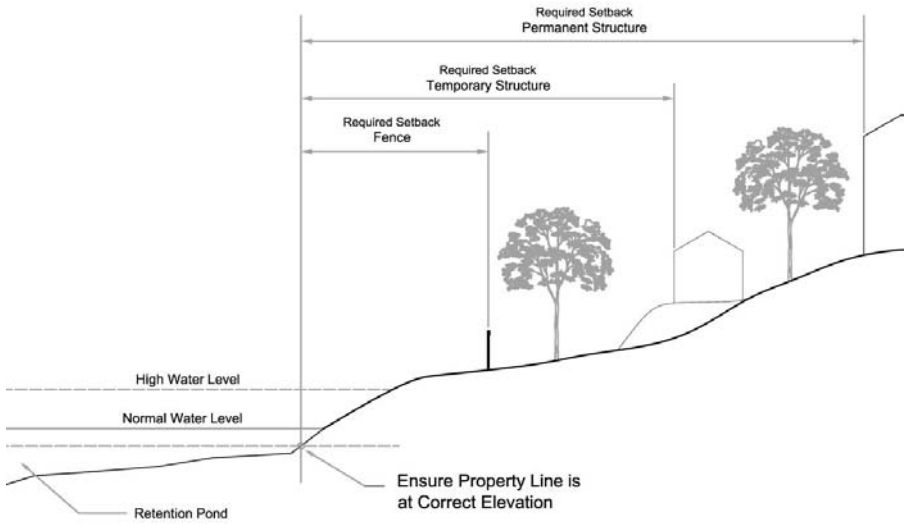
The Developer is responsible for the maintenance/warranty of the following infrastructure from the date of Substantial or Construction Completion for the periods as specified below:

Infrastructure	Period
Watermains	- 1 year
Land Drainage Systems (including pumping stations, wells, and fountains)	- 1 year
Stormwater Impoundments (Retention Ponds)	- Until 75 percent of the lots immediately abutting the impoundment are occupied
Wastewater Sewer Systems (including pumping stations)	- 1 year
Street and Lane Pavements	- 1 year
Sidewalks and Walkways	- 1 year
Lot Line Connections	- 1 year following turn-on for domestic purpose
Structures	- 1 year
Sodding of Public- and Private-owned Lands (Including sodding of boulevards, dedicated parks, and public lands of impoundment areas)	- 1 year

45. Survey: Stormwater Retention Basins

The Developer shall be required to stake and grade rear yards of the lots adjoining a stormwater retention basin as a condition for issuance of a Construction Completion Certificate. Prior to the issuing of the certificate the Developer shall provide a legal survey demonstrating that the rear yard property lines of all private lots adjacent to the stormwater retention basin correspond to the appropriate elevation of the retention basin's impoundment design relative to normal water level.

FIGURE 13: Survey - Stormwater Retention Basins



46. Survey Monuments

The Developer is responsible for the maintenance/replacement of all survey monuments within the subdivision area to the satisfaction of the City.

47. Haul Roads and the Deposit of Foreign Materials

The Developer shall direct all traffic to and from the subdivision area on haul roads designated by the City during the construction period. The Developer should ensure that the haul vehicles do not drop “foreign” materials on the streets. If the vehicles do drop such foreign materials, then the Developer shall pay for the removal of such materials.

48. Limited Urban Development Subdivisions

The Developer shall maintain the seeded area, to the satisfaction of the City, until grass growth is well established and until the houses fronting such grassed areas are occupied. The Developer is also responsible for the maintenance of all works to be constructed under the development agreement during the construction period *and* for the following periods from the date of substantial completion:

- 3 years in case of A-5 districts
- 1 year in case of RR-2 districts

49. Signage

The Developer shall install signs at the entrances to the subdivision, which display the layout plan of the area. This plan should indicate the locations of all proposed sidewalks, public walkways, parks, prospective school sites, zoning information, and future regional and collector street rights-of-way. The signs shall also indicate the location of fire hydrants, sewer manholes, and streetlights.

50. Access Roads

The Developer may be required to construct and maintain temporary access roads into the subdivision area during the period of construction.

City of Winnipeg
Planning, Property and Development Deparment
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