**Agenda – Executive Policy Committee – July 13, 2022**

**Report – Standing Policy Committee on Property and Development, Heritage and Downtown Development – July 4, 2022**

**Item No. 11 Proposed Servicing Agreement – DASSF 520/2022 Proposed Subdivision of Land Located at 1116 Clarence Avenue (River Heights-Fort Garry Ward)**

STANDING COMMITTEE RECOMMENDATION:

On July 4, 2022, the Standing Policy Committee on Property and Development, Heritage and Downtown Development concurred in the recommendation of the City Centre Community Committee and submitted the following to Council:

1. That the subdivision under Development Application No. DASSF 520/2022 be approved for preparation as a plan of subdivision (the "Plan") by a Manitoba Land Surveyor in accordance with the map attached as Schedule "A", with such changes as may be required, and registration in the Winnipeg Land Titles Office, subject to the following conditions:

    A. That the Developer be required to enter into a Servicing Agreement with the City pursuant to subsection 259(1) of The City of Winnipeg Charter in accordance with the report of the Administrative Coordinating Group dated June 6, 2022 and attached as Schedule "B" to this report.

    B. That the City enter into, execute and deliver with the Developer a Servicing Agreement in accordance with recommendation 1.A., and such other agreements as determined necessary by the City Solicitor/Director of Legal Services to implement the intent of the foregoing (the "Ancillary Agreements").

    C. That authority be delegated to the City's Director of Planning, Property and Development to negotiate and approve the terms and conditions of the Servicing Agreement, and any Ancillary Agreements, in accordance with this report and such other terms and conditions determined necessary by the City Solicitor/Director of Legal Services to protect the interests of the City.

2. That authority be delegated to the City's Director of Planning, Property and Development (the "Director") to negotiate and approve the terms and conditions of the Servicing Agreement and any Ancillary Agreements in accordance with this report and such other terms and conditions determined necessary by the City Solicitor/Director of Legal Services to protect the interests of the City.

**Report – Standing Policy Committee on Property and Development, Heritage and Downtown Development – July 4, 2022**

STANDING COMMITTEE RECOMMENDATION (continued):

3. That in lieu of the dedication of land, the Developer shall provide a cash payment in an amount equal to ten percent (10%) of the appraised value of Development Application No. DASSF 520/2022, as determined by the City's Director of Planning, Property and Development.

4. That the subdivision will come into force when the Servicing Agreement is fully executed and the Plan is registered in the Winnipeg Land Titles Office.

5. That this matter will be deemed to be concluded and all approvals in connection with this matter will expire if the Servicing Agreement is not fully executed and the Plan is not registered in the Winnipeg Land Titles Office in accordance with Recommendation 4 within 2 years from the date of adoption of the report by Council, unless the Developer applies for an extension of time before the expiration of the 2 year period and Council approves the extension.

6. That the Proper Officers of the City be authorized to do all things necessary to implement the intent of the foregoing.

**Report – Standing Policy Committee on Property and Development, Heritage and Downtown Development – July 4, 2022**

DECISION MAKING HISTORY:

STANDING COMMITTEE RECOMMENDATION:

On July 4, 2022, the Standing Policy Committee on Property and Development, Heritage and Downtown Development concurred in the recommendation of the City Centre Community Committee and submitted the matter to the Executive Policy Committee and Council.

COMMUNITY COMMITTEE RECOMMENDATION:

On June 24, 2022, the City Centre Community Committee concurred in the recommendation of the Winnipeg Public Service and forwarded the matter to the Standing Policy Committee on Property and Development, Heritage and Downtown Development.

# ADMINISTRATIVE REPORT

**Title:** Proposed Servicing Agreement – DASSF 520/2022 Proposed Subdivision of Land Located at 1116 Clarence Avenue

**Critical Path:** City Centre Community Committee – Standing Policy Committee on Property and Development, Heritage and Downtown Development – Executive Policy Committee – Council

## AUTHORIZATION

| Author | Department Head | CFO | CAO |
|---|---|---|---|
| D. Trenchard | N/A | N/A | N/A |

## EXECUTIVE SUMMARY

The Winnipeg Public Service has identified servicing requirements resulting from the proposed DASSF short-form subdivision application. Council approval is necessary for the City to enter into the necessary Servicing Agreement to fulfill the servicing conditions, in accordance with standard development practice.

## RECOMMENDATIONS

1. That the subdivision under Development Application No. DASSF 520/2022 be approved for preparation as a plan of subdivision (the “Plan”) by a Manitoba Land Surveyor in accordance with the map attached as Schedule “A”, with such changes as may be required, and registration in the Winnipeg Land Titles Office, subject to the following conditions:

    A. That the Developer be required to enter into a Servicing Agreement with the City pursuant to subsection 259(1) of The City of Winnipeg Charter in accordance with the report of the Administrative Coordinating Group dated June 6, 2022 and attached as Schedule “B” to this report.

    B. That the City enter into, execute and deliver with the Developer a Servicing Agreement in accordance with recommendation 1.A., and such other agreements as determined necessary by the City Solicitor/Director of Legal Services to implement the intent of the foregoing (the "Ancillary Agreements").

    C. That authority be delegated to the City’s Director of Planning, Property and Development to negotiate and approve the terms and conditions of the Servicing Agreement, and any Ancillary Agreements, in accordance with this report and such other terms and conditions determined necessary by the City Solicitor/Director of Legal Services to protect the interests of the City.

2. That authority be delegated to the City's Director of Planning, Property and Development (the "Director") to negotiate and approve the terms and conditions of the Servicing Agreement and any Ancillary Agreements in accordance with this report and such other terms and conditions determined necessary by the City Solicitor/Director of Legal Services to protect the interests of the City.

3. That, in lieu of the dedication of land, the Developer shall provide a cash payment in an amount equal to ten percent (10%) of the appraised value of Development Application No. DASSF 520/2022, as determined by the City's Director of Planning, Property and Development.

4. That the subdivision will come into force when the Servicing Agreement is fully executed and the Plan is registered in the Winnipeg Land Titles Office.

5. That this matter will be deemed to be concluded and all approvals in connection with this matter will expire if the Servicing Agreement is not fully executed and the Plan is not registered in the Winnipeg Land Titles Office in accordance with Recommendation 4 within 2 years from the date of adoption of the report by Council, unless the Developer applies for an extension of time before the expiration of the 2 year period and Council approves the extension.

6. That the proper officers of the City be authorized to do all things necessary to implement the intent of the foregoing.

## REASON FOR THE REPORT

In accordance with Clause 27(1)(b) of the Development Procedures By-law 104/2020, Council approval is required for the City to enter into Servicing Agreements that are a condition of approval under a short-form subdivision application (DASSF).

## IMPLICATIONS OF THE RECOMMENDATIONS

Concurrence with this recommendation will enable servicing conditions to be applied to this application via a Servicing Agreement.

## HISTORY/DISCUSSION

An application was received from Geometric Construction Inc. for a proposed plan of subdivision as outlined in Schedule "A" in order to allow for the creation of an infill lot for future development.

The application was circulated for review and comment by internal and external stakeholder departments. Under the City's *Residential Development Guidelines for Mature Communities*, the Public Service cannot support a subdivision if it is served by a mud or granular rear lane, and is zoned R1.

As the Public Lane currently serving the proposed lots consists of a granular surface treatment, the Public Works Department recommends approval subject to the Developer constructing a Portland concrete cement pavement to serve the Planned Area, and all related works, in accordance the report of the Administrative Coordinating Group.

It is therefore recommended that the Developer enter into a Servicing Agreement with the City to fulfill the conditions outlined in the attached Schedule “B”, the report of the Administrative Coordinating Group.

## CONSULTATION

This Report has been prepared in consultation with:

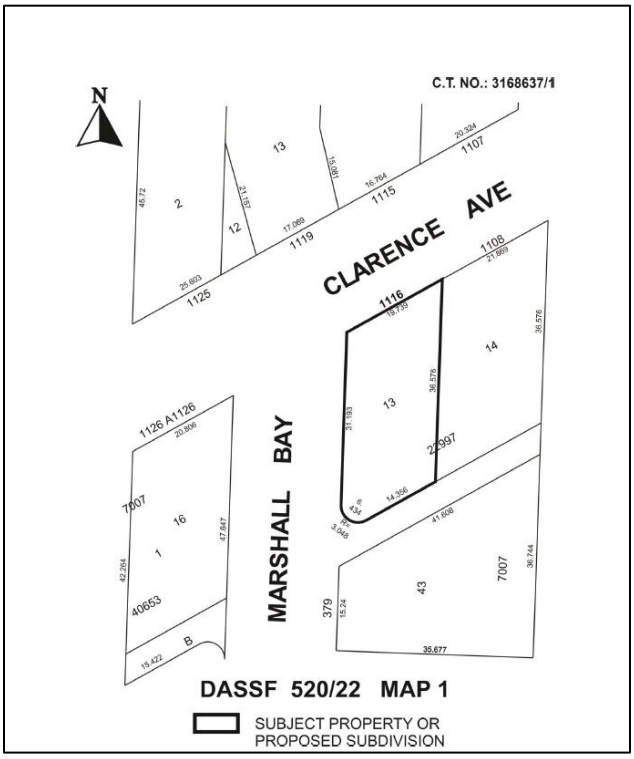
Public Works Department

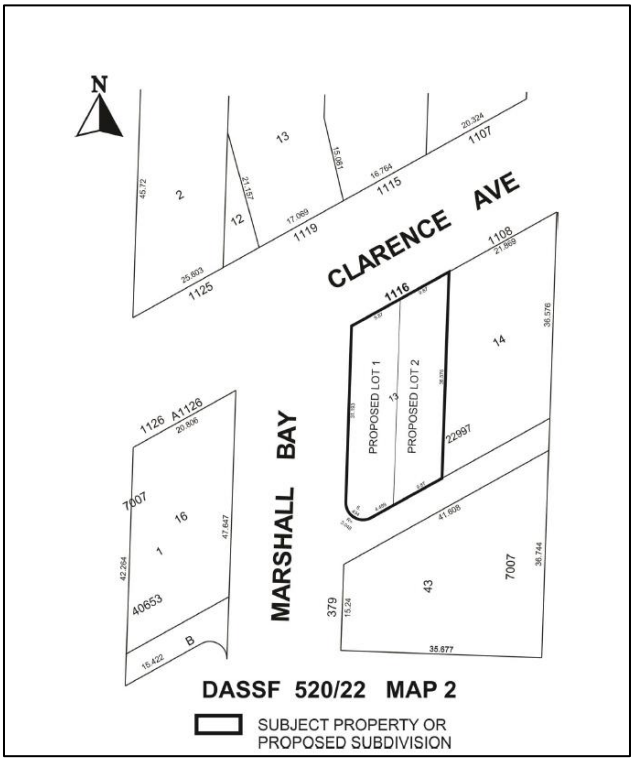
## SUBMITTED BY

Department: Planning, Property and Development
Division: Real Estate and Land Development
Prepared by: D. Trenchard, P.Eng., Land Development Engineer
Date: June 7, 2022
File No: DASSF 520/2022

Attachments:
Schedule “A” – Proposed Plan of Subdivision (DASSF 520/2022)
Schedule “B” – Report of the Administrative Coordinating Group

**SCHEDULE "A" – Proposed Plan of Subdivision**



**SCHEDULE "B" – REPORT OF THE ADMINSTRATIVE COORDINATING GROUP**

## SCHEDULE B

## REPORT OF THE ADMINISTRATIVE COORDINATING GROUP

**RE: PROPOSED SUBDIVISION OF LAND LOCATED AT 1116 CLARENCE AVENUE**

It is recommended that approval of DASSF 520/2022, if granted, be subject to the applicant entering into a Servicing Agreement containing the following conditions:

### Section I – Plan Considerations

1) The Developer shall legally open, at no expense to the City, property required for a 1.373 m widening to the public lane right-of-way along the full length of the Planned Area abutting the public lane, to the satisfaction of the Director of Public Works.

### Section II – Engineering Studies

1) The Developer shall, at no expense to the City, conduct geotechnical investigations in accordance with the City's "Guidelines for Site Investigation Requirements for Public Works Street Projects" and develop pavement designs, all to the satisfaction of the Director of Public Works.

### Section III - Servicing Conditions

1) Lot Line Service Connections

The Developer shall provide a signed letter to the City's Land Development Branch stating that:

a) The Developer understands that they are responsible for the full costs to install separate sewer and water lot line services from the respective mains in Moore Ave to the property line of the newly created Lots 1 and 2 and the respective mains in Oustic Ave to the property line of the newly created Lot 3; and

b) If the Developer sells any of the newly created Lots 1, 2 and 3 before they have installed the lot line services referred to in a), that they will undertake to inform the purchaser (new owner) in writing that the purchaser is responsible for the costs to install the lot line services referred to in a).

2) Lot Grading

a) The Developer shall, at no expense to the City and prior to the execution of the servicing agreement, provide a lot grading plan, prepared by a municipal engineer, for the Planned Area, to the satisfaction of the Director of Water and Waste.

b) The Developer shall, at no expense to the City, construct all drainage works necessitated by the lot grading plan of record to the satisfaction of the Director of Water and Waste.

c) Prior to the issuance of any building permits in respect of the Planned Area, the Developer shall, at no expense to the City, construct all swales, catch basins and leads required to provide lot drainage within the Planned Area.

d) Upon registration of the approved subdivision mylars in the Land Titles Office, the Developer shall, at no expense whatsoever to the City, grant to the City and register easements in respect of all swales, catch basins and leads for lot drainage within the Planned Area.

3) Public Lanes

a) The Developer shall, at no expense whatsoever to the City, construct 150mm thick Portland cement concrete pavements, at widths and transitions to the satisfaction of the Director of Public Works, and all related works, including but not limited to land drainage facilities, in the Public Lane abutting the south limit of the Planned Area, between Marshall Bay and the east limit of the Public Lane, all as determined by and to the satisfaction of the Director of Public Works.

4) Boulevards

a) The Developer shall, at no expense to the City, plant trees on all boulevards fronting on the Planned Area, all in accordance with City specifications and guidelines and, where required, with concept plans prepared by the Developer and submitted to, and approved by, the Director of Public Works.

b) The Developer shall, at no expense to the City, maintain the trees for a period of two years, in accordance with specifications approved by the Director of Public Works.

5) Construction Traffic

a) The Developer shall ensure that construction traffic uses access routes as determined by the Director of Public Works.

b) The Developer shall maintain, at no expense to the City, the access routes in a clean, dust free and safe condition, free of dropped and tracked-on mud, and shall undertake regular scraping and sweeping of streets until building construction, including landscaping is complete, all as determined by and to the satisfaction of the Director of Public Works.

6) Utilities

a) The Developer shall, at no expense to the City, cause underground electrical and telephone services to be installed to serve the Planned Area and will pay the full cost to convert any existing overhead services within the Planned Area to underground to the satisfaction of the Director of Public Works.

b) The Developer shall pay all costs associated with the relocation of street lights and other utilities made necessary as a result of, or required to accommodate, the works to be constructed by the Developer to serve the Planned Area, as determined by and to the satisfaction of the Director of Public Works.

7) Litter and Refuse Control and Clean-Up

a) The Developer shall, at no expense to the City, and of its own volition, initiate and control the regular cleanup of litter and refuse from the contractors and builders for this development, both on-site and off-site, during the installation of services and construction of buildings, until substantial completion of all construction, as determined by and to the satisfaction of the Director of Public Works.

b) The cleanup of litter and refuse shall be done on a regular basis as determined by the Director of Public Works. This shall include initiating action and assuming any costs in remedying the situation to the satisfaction of the Director of Public Works.

8) Survey Monuments

a) Subsequent to completion of the Planned Area, as determined by the Director of Planning, Property and Development, the Developer shall pay the full costs of having all survey monuments within the Planned Area verified and/or restored by a Manitoba Land Surveyor and shall prepare a Plan of Survey Perpetuating Certain Monuments, confirming the position of all the survey monumentation within the Planned Area, for filing in the Winnipeg Land Titles Office.

b) In certain circumstances where all the survey monuments within the Planned Area have been found or restored to their original positions, upon approval by the Director of Planning, Property and Development, the requirements for Plan of Survey Perpetuating Certain Monuments may be waived.

## Section IV – Costs and Fees

1) By-laws and Approvals

The Developer shall pay all of its and the City's costs, fees, and expenses associated with the preparation and attainment of approval for registration of the Zoning By-law(s) and plan(s) of subdivision, including all Municipal Board, Land Titles Office and other fees and expenses, all survey, engineering and advertising fees and costs, and all expenses incidental to the preparation of this Agreement and the physical development of the Planned Area.

2) Professional Fees

a) The Developer shall pay the full cost of all design services, including preliminary engineering studies, servicing reports, servicing criteria, construction drawings and specifications, and grading and landscaping plans and specifications, to be provided by Consulting Engineer(s) approved by the City, for the design of the municipal services, parklands, parkways and associated works required to serve the Planned Area;

b) The Developer shall pay the full cost of construction and landscaping supervision services provided by or on behalf of the City for field inspection, preparation of progress estimates, provision of as-built drawings by March 31 of the year following substantial performance of the work, and all other engineering consulting services related to the installation and acceptance of municipal services, and all associated works to serve the Planned Area.

3) Administration Fees

The Developer shall pay to the City, prior to the release of the subdivision mylars for registration in the Land Titles Office, an administration fee plus applicable GST to help defray the City's administration and related costs associated with the preparation and implementation of the Development Agreement.

THIS REPORT SUBMITTED BY:

Administrative Co-ordinating Group
File No. DASSF 520/2022
June 6, 2022

"*Original Signed by D. Trenchard"*
D. Trenchard, P. Eng.
Land Development Branch
Planning, Property and Development Department

"*Original Signed by M. Gajda"*
M. Gajda, P. Eng.
Engineering Division
Water and Waste Department

"*Original Signed by C. Desjardine"*
C. Desjardine, M. Sc., P. Eng.
Transportation Division
Public Works Department