Landmark
Planning & Design Inc.

DAPs REVIEW 2023

Submitted to City of Winnipeg

March 2023

DRAFT v.2

Table of Contents

1.	**BACKGROUND**	**1**
	1.1 Rationale	1
	1.2 Objectives	1
2.	**METHODOLOGY**	**1**
	2.1 Process Structure	1
	2.2 Consensus Approach	3
	2.3 Timeline	4
3.	**PARTICIPANTS**	**4**
4.	**PROJECT CHARTER**	**5**
	4.1 Project Charter	5
	4.2 Meeting Rules	5
	4.3 DAPs Review Principles	6
5.	**DISCUSSION RECORD**	**7**
6.	**DISCUSSION OUTCOMES**	**7**
7.	**DRAFT DOCUMENT**	**7**
8.	**OUTSTANDING ITEMS**	**7**
9.	**RECOMMENDATIONS**	**8**

Appendices

Appendix A: Methodology and Timeline Graphic
Appendix B: Participant Satisfaction with Current DAPs Summary Table (Sample)
Appendix C: Discussion Record Excel Chart (Sample)
Appendix D: Discussion Outcomes Summary Chart
Appendix E: Draft Document

EXECUTIVE SUMMARY

This report summarizes the process and outcomes of the City of Winnipeg Development Agreement Parameters (DAPs) review process that took place from January 2022 through March 2023.

The DAPs serve as a guide for the preparation of Development Agreements. A Development Agreement is an agreement between the City of Winnipeg and a builder or developer, which stipulates what commitments are required from each entity. Development Agreements include conditions primarily related to land dedication, sewer, water, land drainage and road infrastructure, and other improvements or processes that are required to make the development feasible and to serve as a positive contribution to established City goals and policies.

Importantly, the DAPs also provide guidance concerning 'who should pay for what'. It is important to know that the DAPs document is a *guide* – each Development Agreement is negotiated individually, and each development is subject to the will of Council in every case. The DAPs document is primarily focused on new community development because of its focus on land, land dedication and the establishment of new City infrastructure. A small number of DAPs parameters are relevant to infill development on specific sites.

The current DAPs were adopted by Council in 2002 with a minor revision in 2013. Since that time a number of important industry factors and regulatory practices have evolved. While previous discussions with industry have occurred since 2013, none of those processes resulted in an official update to the document.

Recently, the City of Winnipeg elected to try an alternate approach to review and update the DAPs, focussed on a collaborative effort with greenfield development industry as represented by UDI, with contributions from other specialized local experts. The philosophy was focused on engaging in a 'joint effort towards a jointly submitted product' and is described in more detail in this report. The process lasted 14-months and included 60 working sessions. The document itself has become simpler, shorter and clearer and has been updated to reflect current practice.

The overall effort has resulted in a revised DAPs document submitted with full consensus of both industry and City Departments.

1. BACKGROUND

1.1 RATIONALE

The City of Winnipeg is conducting a review of the Development Agreement Parameters.

After Unicity in 1972, the City adopted a set of Development Agreement Parameters (DAPs). The DAPs guide the preparation of individual Development Agreements, which include conditions related to matters such as developer construction obligations, City reimbursement, servicing cost recoveries, securities, warranties, and land dedication among others. The parameters were subsequently amended in 1976,1989 and most recently in 2002. On December 3, 2015, the Ad Hoc Committee on Development Standards provided the following direction to the Public Service:

> "That the Winnipeg Public Service be directed to undertake a comprehensive review of the Development Agreement Parameters in collaboration with representatives from the Urban Development Institute."

Since that time a number of important industry factors and regulatory practices have evolved. While previous discussions with industry have occurred since 2015, none of those processes resulted in an official update to the document.

1.2 OBJECTIVES

The *primary* objective of the facilitation process was to update the Development Agreement Parameters to reflect current practice and policies of the City of Winnipeg land development regulatory process.

A *secondary* objective of the selected facilitation methodology was to provide an opportunity for continued relationship-building between various participants in the city-building process, particularly in this case, greenfield industry representatives (appointed Urban Development Institute members) and City staff responsible for certain elements of the greenfield development process, generally aligned with Departments of the City that are involved in the greenfield development process.

2. METHODOLOGY

2.1 PROCESS STRUCTURE

The facilitation methodology was designed around the noted key objectives. Accordingly, an ample period of time was allotted and extensive opportunities for dialogue afforded for the DAPs update process. A graphic illustration of the process is provided in Appendix A. A total of 60 working sessions were held over the course of 14-months. The following types of meetings were held:

- Core Working Group (11)
- Sub-Topic Breakout Groups (25)
- City Team Meetings (3)
- UDI Team Meetings (3)
- Process Team (9)
- City Ad Hoc Committee Updates (3)
- PEAC Committee Updates (4)
- Council Seminars (2)

Core Working Group (CWG):
The CWG served as the main working group responsible to make recommendations for DAPs revisions based on a consensus-building model. These sessions were chaired by the facilitator.

Topic-based Breakout Groups (TBGs)
Smaller, topic-based working groups were formed by selected members of the CWG to help advance specific topics or sub-topics that required more in-depth conversation that would be inefficiently handled in a larger group. These groups were tasked with conversing in order to suggest revisions to be brought back to the CWG for summary discussions and consensus-building. These meetings were chaired by the facilitator.

City and UDI Separate Meetings
Periodic meetings were held with either City team members or UDI team members independently of each other. These meetings provided an opportunity for members to share opinions, concerns or ideas relating to the process or to difficult topics, that members might not be fully comfortable sharing in the larger CWG meeting.

Process Team
The process team was comprised of two UDI Members, and three City representatives including the Director of Property & Development and a representative from City Hall. Throughout the process, this group would meet, led by the facilitator to discuss the status of the process and to adjust as required on a consensus basis.

City Ad Hoc Committee Updates
Periodic updates were provided to the City of Winnipeg Ad Hoc Committee, which includes the Chair of the Public Works Committee, the Chair of the Planning, Property & Development Committee, and the Chair of Fiscal Issues. Updates were provided by the facilitator via virtual meeting format.

PEAC Committee Updates
Periodic updates were provided to PEAC [Planning Executive Advisory Committee] which includes the Directors of each City of Winnipeg Depart. Updates were provided by the facilitator via virtual meeting format.

Council Seminars
Council Seminars were provided during the process in order to share the objectives and methodology and intended timing for the DAPs review process and to answer relevant questions.

2.2 CONSENSUS APPROACH

The strategy for consensus-building followed these key steps:

1. Take the time required
2. Ensure adequate topic representation and expertise
3. Agree on ground rules
4. Insist on consistent, engaged participation
5. Establish shared interests
6. Seek understanding before agreement

Establishment of the timeline, participation and ground rules allowed Steps 1-4 above to be successfully achieved. I order to achieve Step 5, each member of the group was asked to review each parameter in the DAPs and indicate whether they felt, from their individual perspective/role, the parameter was functioning adequately, require some adjustment, or was 'broken'. A chart was compiled to summarize the results (see Appendix B for sample). The DAPs were sorted from 'worst to best' and the resulting table was shared with the group. The group was able to draw certain conclusions by viewing the rated and sorted table:

- The DAPs document required substantial changes
- Some parameters were more problematic than others
- Different participants had different 'priorities'
- There was no apparent correlation/agreement among industry participants versus City participants

The final noted conclusion was important to assist in dispelling any misperception that opinions about any one parameter would gather along group lines (i.e. industry vs City representatives), rather suggesting a perspective of– 'we're all in it together'.

2.3 TIMELINE

The facilitated portion of the DAPs review process was initiated in January 2022 and concluded in March 2022 - a period of 14months, with meetings occurring in each month of the process. At the time of writing was anticipated that the revised DAPs would be considered by Council by May 2023.

3. PARTICIPANTS

The CWG was comprised of the following individuals:

- Donovan Toews (Facilitator – Landmark Planning)
- Chad Rempel (Assistant – Landmark Planning)
- Marc Pittet (PPD - Real Estate and Land Development Division)
- Daniel Trenchard (PPD - Real Estate and Land Development Division)
- Greg Jasper (PPD - Real Estate and Land Development Division)
- Cindy Desjardine (Public Works – Transportation Division)
- David Patman (Public Works – Transportation Division)
- Brad Neirinck (Public Works – Engineering Division)
- Marek Gajda (Water and Waste – Engineering Division)
- Cynthia Wiebe (Water and Waste – Engineering Division)
- Linda McCusker (Water and Waste – Engineering Division)
- Kevin Sturgeon (Transit – Planning & Schedules Division)
- Dave Domke (Public Works – Parks and Open Space Division)
- Shauna Prociuk (PPD - Urban Planning and Design Division)
- Stephanie Whitehouse (PPD - Urban Planning and Design Division)
- Mike Pyl (PPD - Urban Planning and Design Division)
- Lanny McInnis (Urban Development Institute)
- Michael Carruthers (Ladco Company Limited)
- Bryan Ward (Qualico Communities)
- David Boles (Genstar Development Company)
- Matt Glavin (Terracon Development Ltd.)

The Sub-Topic Breakout Groups included selected members (as relevant to the topic) from the CWG plus industry experts including:

- Gord Chappell (PPD – Real Estate and Land Development Division)
- Rob Robinson (PPD – Real Estate and Land Development Division)
- Susan Russell (McGowan Russell Group)
- Les McLaughlin (Barnes & Duncan Surveying, Geomatics and Engineering)
- Brock Feenstra (Genstar Development Company)
- Marc Brown (Genstar Development Company)
- Mike Armstrong (Qualico Communities)

4. PROJECT CHARTER

4.1 PROJECT CHARTER

A project charter was prepared through a combination of efforts of the facilitator and the Core Working Group. The charter was executed by each member of the Core Working Group and included a series of commitments:

As a participant in this process:

1. "I am committed to working together to achieve the most agreement possible for new Development Agreement parameters"
2. "I am committed to listening with an open mind and sharing my perspective openly"
3. "I am committed to avoiding distraction during our meetings, even when the topic is not something I'm interested in or directly responsible for"
4. "I will work to remain calm and respectful in my language, giving others the benefit of the doubt as much as possible"
5. "I am committed to taking the time required between meetings to do any required homework before the next meeting"

4.2 MEETING RULES

Large group facilitations are normally carried out in-person. Due to lingering COVID-19 concerns and policies at the start of the project, the DAPs review process was carried out virtually. Seeking consensus among a large group of individuals in virtual meeting setting can be challenge. Accordingly, the facilitator established ground rules intended to maximize the possibility of successful. These rules included:

- Video cameras were to be in use throughout all meetings, unless connection issues were causing disruption

- Microphones were to be unmuted unless disturbance was actually occurring (versus being anticipated
- Strict facilitation was required to ensure each person could provide their thoughts, while still allowing for natural conversational interactions
- Each session ended with a 'Once Around the Room' to allow opportunity (and require) each participant to share any thoughts, concerns or suggestions with respect to the session and the process overall

4.3 DAPS REVIEW PRINCIPLES

The CWG also created and agreed upon a series of principles to apply to the review of the DAPs as follows:

Transparency: There is predictability concerning the responsibilities in the parameters and a shared understanding as to why each DAP item is included. This includes:

- Clarity: There is a clear referencing of standards and procedures; expectations are understood among all parties
- Simplicity: The requirements are stated clearly and unambiguously

Equity: The parameters and standards are designed to be applied equally for all players regardless of reputation or working relationship. This includes:

- Fairness: There is a responsibility for developers, landowners, and public service to consider and apply parameters and standards fairly.
- Collaboration: Application of the parameters and standards provide an opportunity for developers, landowners, and the public service to collaborate towards better city-building.

Consistency: The parameters are applied consistently, while understanding the need for flexibility. This means:

- The parameters are predictable and understood
- The parameters create efficiency for the city-building process

Goals for the process were established and agreed upon by consensus as follows:

- Update/rewrite the DAPs by eliminating obsolete conditions, revising out of date conditions, and adding missing conditions.
- Clarify and/or simplify DAP of language.
- Create a clearer distinction between DAPs and Standards (standards monitored/reviewed consistently over time).
- Align DAPs with *OurWinnipeg* and *Complete Communities 2.0*.

- Seek consensus on all items to the greatest degree possible; where consensus can't be reached, the Public Service will recommend to Council.

5. DISCUSSION RECORD

A substantial spreadsheet was used to track the process of reviewing each of the 121 existing DAPs items (see sample in Appendix C). The tracking chart was useful to stay organized and deal with items one at a time. Participants were asked to submit any commentary, questions or suggestions prior to each meeting, and that information was provided as a prompt for discussion purposes in the meeting. A colour coding system was implemented in which any text that was under-discussion and not resolved was coded 'yellow', while items that were generally agreed upon were coded 'green'. This method allowed for continued momentum and a sense of accomplishment, to aid in moving through more challenging discussions. The chart included opportunity to note and follow-up on 'homework items' that required follow-up by individuals between meetings. The full version of this table is 19 pages of 11x17 formatted chart.

6. DISCUSSION OUTCOMES

The result of the facilitated process is that the document has been update to current practice, simplified, reordered to create better clarity, and reduced from 121 parameters to 77 – a 36% reduction. Perhaps more importantly, there is agreement on 100% of the document content as recommended for approval. There is only one item where the parties agreed that further discussion over the coming year should occur and that this item could be modified at the next annual review.

The table provided in Appendix D is a complete description of the existing DAPs, what revisions are proposed, and a short description of the nature/rationale for each revision.

7. DRAFT DOCUMENT

A draft Development Agreement Parameters (2023) document has been prepared for submission to the City for review by the Legal Services Division (Appendix E).

8. OUTSTANDING ITEMS

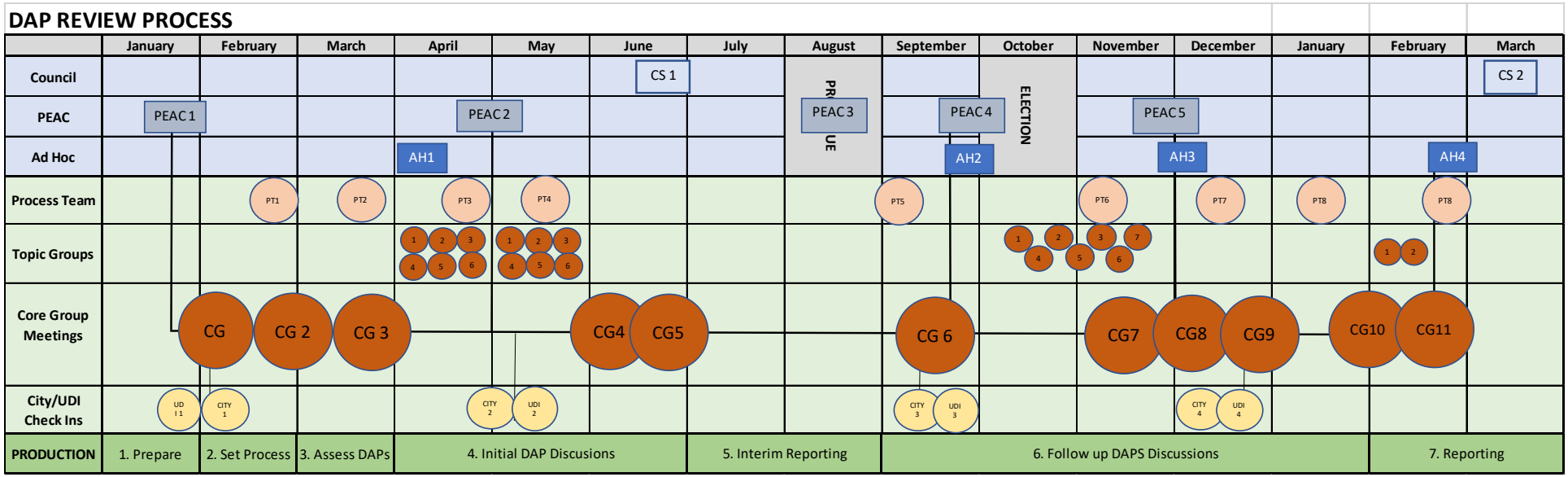
There are no outstanding items for discussion for this DAPs review period. On-going discussions to be addressed during the next annual review period include Development Agreement Parameters related to road warranty periods and transit facility contributions.

9. RECOMMENDATIONS

Two recommendations are provided:

1. It is recommended that any changes to the draft document that may arise from Legal Services or other departmental review be highlighted in the report from the Public Service and communicated to CWG participants to ensure they are easily identifiable; this will help continue to build trust among those contributing to this review and the city-building process.
2. It is recommended that the City schedule an annual one-day seminar with industry to discuss DAP challenges and potential revisions.

APPENDIX A – DAP REVIEW PROCESS AND TIMELINE GRAPHIC (2022-2023)



APPENDIX B – PARTICIPANT SATISFICATION WITH CURRENT DAPS ASSESSMENT TABLE (SAMPLE)

	Reference	Topic Group 1. Transport/Transit 2. Servicing 3. Parks 4. Maintenance/Warranties 5. Financial 6. Other 7. Infill	Topic	Sub-Topic	Current Text	Issue Rating (-1 to 2)	Marc Pitter	Greg Jasper	Dave Domke	Donna Beaton	Shauna Proctor	Marek Gajda	David Pitman	Cindy Desjardins	Kevin Sturgeon	Bjorn Radstrom	Mike Pyl	Bryan Ward	Mike Carruthers	Dave Boles	Matt Glavin	Comments
1-1	18a	Transportation/ Transit	LAND REQUIRED FOR RIGHTS-OF-WAY	Developer provide land for street rights-of-way	The development agreement shall require the Developer to dedicate to the City, at no cost, street rights-of-way within and necessary to serve the subdivision, together with all necessary corner cuts as designated by the City; including adequate right-of-way widths for streets that require ditch drainage or rural street cross sections.	0.85	✓	✓	✓	?	–	–	✗	?	✗	✗	✓	✓	✓	✓	?	DBeaton: does "necessary to serve the subdivision" adequately address all the right of way provisions required - is that all a standards thing? DP: need further discussion of this element of DAP / want to reopen discussion CD: City often has issues with obtaining sufficient R O W to accommodate all infrastructure and space to store snow Transit: Needs further discussion on the inclusion of required transit infrastructure.
1-2	20	Transportation/ Transit		Developer to provide land for lane rights-of-way	The development agreement shall require the Developer to dedicate to the City, at no cost, lane rights-of-way wherever required by the City within the subdivision in accordance with the Transportation Standards Manual. The schedules of a development agreement shall indicate where all lanes are required in the subdivision.	1.55	✓	✓	–	–	–	–	?	?	✓	✓	?	?	✓	✓	?	DP: Transportation Standards Manual overdue for an update CD: Streets also need to be included. If a subsequent traffic study shows an additional traffic lane is required the ROW may need to be widened MPyl: In other instances the Parameters refrain from referring to specific standards. I imagine it's best to promote this practice consistently in case referenced documents change, in which case should the reference to the TSM be removed and replaced with something less specific like, "as determined by the City"?
1-3	19	Transportation/ Transit		Developer to provide land for frontage roads	The development agreement shall require the Developer to dedicate to the City at no cost frontage road rights-of-way wherever required by the City in the subdivision in accordance with the City's Transportation Standards Manual.	1.08	✓	✓	✓	✓	–	–	?	✓	✗	✗	?	?	✓	✓	?	DP: Transportation Standards Manual overdue for an update Transit: Needs further discussion on the inclusion of required transit infrastructure. MPyl: In other instances the Parameters refrain from referring to specific standards. I imagine it's best to promote this practice consistently in case referenced documents change, in which case should the reference to
1-4	17	Transportation/ Transit		Developer to provide land for public walk rights-of-way	The minimum right-of-way width for walkways shall be specified by the City and agreed to in the Development Agreement and in any case the width of the right-of-way shall be sufficient to enable the removal of snow.	0.50	✓	✓	–	?	–	–	✗	?	✗	✗	?	✓	?	?	?	DBeaton: - this is in the dedicaton section but makes no mention of developer obligation for this infrastruction - thinking this may need to reference accomodating AT paths and land drainage? CD: - include storage of snow - include caveat to maintain and replace fence - include sidewalk or path MPyl: allowance for higher standard sidewalks (wider, paving stones, street trees, etc.) in strategic infill areas - More of a standard issue, but should define the width; should be considered for parks dedication
1-5	18b	Transportation/ Transit		Developer to provide land for street widenings as required	The development agreement may require the Developer to dedicate lands designated by the City as required, for widening of streets which form part or all of the boundary of the subdivision and/or for widening collector streets providing direct access from the subdivision to the regional street system, together with right-of-way widenings for right-turn cut-offs, storage lanes and/or corner roundings necessary in the opinion of the City to serve the subdivision. Where the lands required for rights-of-way are owned by the Developer but will not benefit the Developer's immediate subdivision, the City shall buy the subject lands at a price in accordance with the LAND VALUE Section	1.00	✓	✓	–	–	–	–	✓	?	✗	✗	?	?	✓	✓	✓	CD: City often has issues with obtaining sufficient R O W to accommodate all infrastructure and space to store snow Transit: Needs further discussion on the inclusion of required transit infrastructure. MPyl: Can lands be dedicated for ROW widenings for other purposes such as AT facilities or Transit infrastructure in addition to right-turn cut-offs, storage lanes, and/or corner roundings? What other purposes should be noted? This question could be asked for other clauses under 18 BW: How is benefit to the immediate subdivision determined? We have provided widenings etc... that do not benefit our subdivisons without compensation. Plessis and Wards
1-6	18e	Transportation/ Transit		Developer to provide land for future roads as required	The development agreement **may** require the Developer to provide in the plan of subdivision for street rights-of-way of such width as may be designated by the City as required to provide access to areas which will in future be developed beyond the subdivision, in which case the development agreement shall then provide for the acquisition by the City of such additional rights-of-way and the cost of the land shall be in accordance with the LAND VALUE section.	0.60	✓	✓	–	–	–	–	✗	?	✗	✗	–	?	✓	✓	✓	CD: This one seems too wordy Transit: Needs further discussion on the inclusion of required transit infrastructure. This is one of Transit top concerns. MC: Are there any examples where the City has acquired ROW?
1-7	18d	Transportation/ Transit		Developer to provide land for future regional streets	Over and above the dedication requirement of the previous clauses or in cases where access from the development to the regional street is unnecessary; the development agreement **may** require the Developer to provide in the plan of subdivision for rights-of-way designated by the City as required for future regional streets or for future extensions of existing regional streets, and to sell such land to the City. The cost of the land shall be in accordance with the LAND VALUE section.	0.55	✓	✓	–	–	–	–	✗	?	✗	✗	?	?	?	✓	✓	DP: want to reopen discussion Transit: Needs further discussion on the inclusion of required transit infrastructure. MPyl: What about acquiring land for Transit infrastructure (ex: a future planned Transit corridor)? MC: Regional streets. City only has two formal designation of streets - regional and non regional. City has recognized a need to formalize a street hierarchy to include expressways, arterials, collectors, locals, ect...
1-8	18g	Transportation/ Transit		Developer to provide a reserve for sound attenuation as required	The development agreement **may** require the Developer to create and/or dedicate a reserve adjacent to an arterial road or expressway for sound attenuation purposes. These shall be so designated at the time the development agreement is executed.	1.00	✓	✓	–	?	–	–	✗	?	–	–	?	✓	?	?	?	DBeaton: - barriers and berms? why not incorporate into the right of way? - - so designated - - as in 'land for sound attenuation'? How is that designated? - what defines 'executed' (assume this means it's clearly specified within the AG?) DP: sound attentuation contribution should include cost of solution in addition to property. CD: setbacks and sound attenutaion fences should also be included
1-9	35b	Transportation/ Transit		Developer to consent to caveats as required	The development agreement **may** require the Developer to consent to the registration of a caveat against all parcels of property which will have frontage or flankage along a sidewalk, which caveat will serve to inform future potential property purchasers and their solicitors that a sidewalk will be constructed abutting the property.	0.18	✓	✗	–	–	–	–	✗	✗	?	?	✓	✗	?	?	✓	GJ: Land Titles will not accept these types of caveats because it does not impact lands drirectly. DP: caveat solution not working, results in sidewalks being fought against once units occupied. CD: - Land Titles no longer allows this registration - Discussion for alternatives - Local street sidewalk requirements need updating - prior to issuing building permits, and warrantied for 5 years? Transit: Should we caveat future bus stops?
1-10	18c	Transportation/ Transit	LAND COST OBLIGATIONS	Developers to share cost of street rights-of-way as required	The development agreement **may** require the Developer to pay some or all of the cost of acquisition of street rights-of-way outside the subdivision designated by the City as having been acquired and/or as required to provide access from the subdivision to the regional street system, The cost of the land shall be in accordance with the LAND VALUE section.	0.75	✓	✓	–	–	–	–		–	✗	✗	–	?	✓	✓	?	DP: want to reopen discussion Transit: Needs further discussion on the inclusion of required transit infrastructure. "Access" needs to include transit access. BW: Is there an example to help understand when/how this works? MGlavin: Further clarity in this clause is needed. "As required to provide access from the subdivision to a regional
1-11	18f	Transportation/ Transit		Developer to pay share of previously purchased rights-of-way as required	The development agreement **may** require the Developer to contribute some or all of the cost of right-of-way or road widening reserve purchased previously by the City within the subdivision area which the Developer would have been required to dedicate under the terms of these Development Agreement Parameters had not the City purchased the land from the Developer or from a previous owner or owners. The cost of the land to be in accordance with the LAND VALUE section.	0.60	✓	✓	–	–	–	–	✗	✓	✗	✗	–	?	✓	✓	?	DP: more clarity needed on "contribute some" Transit: Needs further discussion on the inclusion of required transit infrastructure. MC: Are there any examples where the developer has had to pay the City for ROW? DBoles: This is reasonable, but developers providing disproportinate additional ROW that benefit others should also be reimbursed in every case (See 18h) MGlavin: There needs to be consistency between the cost recovery clauses and oversizing clauses as they relate

APPENDIX C – DAPs DISCUSSION TRACKING CHART (Sample)

		Topic Group	Topic	Sub-Topic	Current Text	Notes	Participant A	Participant B	Participant C	Comments
2-3	25a	Servicing	DEVELOPER UNDERGROUND CONSTRUCTION OBLIGATIONS	Developer to construct wastewater sewers	The development agreement may provide that the Developer shall construct and install all wastewater sewers complete with manholes and appurtenances, thereto, as required, to serve the subdivision, and including services and facilities in adjacent lands for the conveyance of wastewater from the subdivision to the existing wastewater collection system, if necessary.	The development agreement may provide that the Developer shall construct and install all wastewater sewers complete with manholes and appurtenances, thereto, as required, to serve the subdivision, and including services and facilities in adjacent lands for the conveyance of wastewater from the subdivision to the existing wastewater collection system, if necessary. ~~When the service benefit any adjacent lands, the City shall repay the Developer in accordance with the Developer Reimbursement section.~~		The development agreement may provide that the Developer shall construct and install all wastewater sewers complete with manholes and appurtenances, thereto, ~~including pumping stations~~, as required, to serve the subdivision, and including services and facilities in adjacent lands for the conveyance of wastewater from the subdivision to the existing wastewater collection system, if necessary. ~~When the service benefit any adjacent lands, the City shall repay the Developer in accordance with the Developer Reimbursement section.~~		GJ: Pumping Stations that are local in nature, clarification of type BW: See Developer Reimbursement comments MC: Work is required on the definition of an interceptor sewer (see 25d). What has historically been considered to be an interceptor no longer is considered. MGilvin: Need an infrastructure hierarchy with clear standards for trunk services. TSR model works.
2-11	25b	Servicing	CITY UNDERGROUND CONSTRUCTION REIMBURSEMENT OBLIGATIONS	City to reimburse Developer for wastewater oversizing	Where the City requires wastewater sewers to be larger than necessary to serve the subdivision, the necessary calculations shall be made to the satisfaction of the City to determine the costs of additional capacities to be provided by the Developer. Such oversized wastewater sewers shall be designated at the time of approval of plans by the City, or earlier, and the City shall make no payment for oversize unless the sewer has been established as oversize at that time. The costs of additional capacity agreed to in the agreement shall be adjusted to actual costs once construction and costing thereof is completed and repayment shall be in accordance with the DEVELOPER REIMURSEMENT section.	Where the City requires wastewater sewers to be large enough to serve an area beyond the subdivision, the City shall determine the costs of additional capacities to be provided by the Developer. Such wastewater sewers shall be designated at the time of approval of plans by the City, or earlier. [may need some clean up for clarification] [consider implications for infill section - cost recoveries will be different; future discussion]		Where the City requires wastewater sewers to be larger than necessary to serve the subdivision, the necessary calculations shall be made to the satisfaction of the City to determine the costs of additional capacities to be provided by the Developer. Such oversized wastewater sewers shall be designated at the time of approval of plans by the City, or earlier, and ~~the City shall make no payment for oversize unless the sewer has been established as oversize at that time.~~ The costs of additional capacity agreed to in the agreement shall be adjusted to actual costs once construction and costing thereof is completed and repayment shall be in accordance with the DEVELOPER REIMURSEMENT section.	Where the City requires wastewater sewers to be larger than necessary to serve the subdivision, the necessary calculations shall be made to the satisfaction of the City to determine the costs of additional capacities to be provided by the Developer. The costs of additional capacity agreed to in the agreement shall be adjusted to actual costs once construction and costing thereof is completed and repayment shall be in accordance with the DEVELOPER REIMURSEMENT section.	BW: See Developer Reimbursement comments MC: Should be for more than oversize. Again, relates to definition of interceptor. DBoles: Reimursements should be based on actuals as submitted to the City by the developer's consulting engineers. MGilvin: Same as note for Clause 25b
2-6	25c	Servicing		Developer to construct wastewater sewers <=300mm	The City shall in no case be liable for additional capacity costs of wastewater sewers that are 300 mm (12 inches) internal diameter or less.	[address a nuance here regarding oversizing and specific size]		This phrasing does not account for current practice. We don't consider anything 300mm or less to be oversized, this stipulates we're not liable for costs, but leaves open option for developer reimbursement from benefitting third parties. Need to either rephrase or change current practice.	All services that benefit others will be repaid to the Developer.	DBoles: Then don't require oversizing of pipes that are 300mm or less in agreements. MGilvin: Same as note for Clause 25b
2-13	25d	Servicing	DEVELOPER UNDERGROUND CONSTRUCTION COST OBLIGATIONS	Developer to pay for previously installed wastewater sewers as required as determined by the City	The development agreement may require that the Developer pay for services that the City and/or a third party has previously constructed, or that are to be constructed in the future, and which directly benefit the proposed subdivision. The costs shall be determined by the Director of Water and Waste and shall be specified in the development agreement at the time that the agreement is to be executed by the Developer, or earlier. A security may be posted in lieu of immediate payment for future services that are to be constructed by the City and/or a third party. If a security is posted in lieu of payment both the payment due and the security will be adjusted annually to reflect current dollar value. ~~It is understood that interceptor sewers are the responsibility of the City.~~	The development agreement may require that the Developer pay for services that the City and/or a third party has previously constructed, or that are to be constructed in the future, and which directly benefit the proposed subdivision. The costs shall be determined by the Director of Water and Waste and shall be specified in the development agreement at the time that the agreement is to be executed by the Developer, or earlier. A security may be posted in lieu of immediate payment for future services that are to be constructed by the City and/or a third party. If a security is posted in lieu of payment both the payment due and the security will be adjusted annually to reflect current dollar value. [This paragraph is OK] Find a spot for this perhaps 25e: It is understood that interceptor sewers are the responsibility of the City. Probably include items where front-ending may occur - maybe bolster bridge-financing or cross-reference it.	The development agreement may require that the Developer pay for services that the City and/or a third party has previously constructed, or that are to be constructed in the future, and which directly benefit the proposed subdivision. The costs shall be determined by the Director of Water and Waste and shall be specified in the development agreement at the time that the agreement is to be executed by the Developer, or earlier. A security may be posted in lieu of immediate payment for future services that are to be constructed by the City and/or a third party. If a security is posted in lieu of payment both the payment due and the security will be adjusted annually to reflect current dollar value. ~~It is understood that interceptor sewers are the responsibility of the City.~~		The development agreement may require that the Developer pay for services that the City and/or a third party has previously constructed, or that are to be constructed in the future, and which directly benefit the proposed subdivision. The costs shall be determined by the Director of Water and Waste, based on construction costs, and shall be specified in the development agreement at the time that the agreement is to be executed by the Developer, or earlier. A security may be posted in lieu of immediate payment for future services that are to be constructed by the City and/or a third party. If a security is posted in lieu of payment both the payment due and the security will be adjusted annually to reflect current dollar value. It is understood that interceptor sewers are the responsibility of the City.	MPittet: Interceptor Sewers need to be discussed GJ: Future services account discussions MPyl: I like the comment "It is understood that interceptor sewers are the responsibility of the City". Assuming it's appropriate, I think it would be positive if the DAPs consistently provided similar clarity on other items (regional roads, etc.) - consider adding more descriptive text to make it more clear to the layperson who pays for what (as well as what the difference is between different infrastructure i.e. what's the difference between lateral local LDS and regional land drainage trunk facilities). This might be more appropriate to do in an introductory preamble than in the policies themselves. BW: What is an interceptor. Is there an example? This seems like an odd situation. MC: Interceptor MGilvin: Language needs further clarity on how costs are calculated. How are interceptors defined? There is a need for an infrastructure hierarchy. The costs should be determined by a set of standards and protocols not the Director. An arbitration process should also be available should there be disagreement.
2-4	26	Servicing		Developer to construct lateral land drainage sewers	The development agreement may provide that the Developer shall construct and install all lateral local land drainage sewers complete with manholes and appurtenances thereto, required to serve the subdivision, and including services and facilities in adjacent lands for the conveyance of land drainage runoff from the subdivision to the existing land drainage collection system, if necessary. When the services benefit any adjacent lands, the City shall repay the Developer in accordance with the Developer Reimbursement section.	The development agreement may provide that the Developer shall construct and install all lateral local land drainage sewers complete with manholes and appurtenances thereto, required to serve the subdivision, and including services and facilities in adjacent lands for the conveyance of land drainage runoff from the subdivision to the existing land drainage collection system, if necessary.		The development agreement may provide that the Developer shall construct and install all lateral local land drainage sewers complete with manholes and appurtenances thereto, required to serve the subdivision, and including services and facilities in adjacent lands for the conveyance of land drainage runoff from the subdivision to the existing land drainage collection system, if necessary. ~~When the services benefit any adjacent lands, the City shall repay the Developer in accordance with the Developer Reimbursement section.~~		BW: These payments are processed differently than other payments under the Developer Reimbursement section
					The development agreement may provide that the Developer shall construct and install the regional land drainage trunk facilities and appurtenances thereto, including stormwater retention basins, interconnection pipes, outfalls and linear waterways to serve the subdivision, and including services and facilities in adjacent lands for the conveyance of land drainage	The development agreement may provide that the Developer shall construct and install the regional land drainage facilities and appurtenances to serve the subdivision, and including		The development agreement may provide that the Developer shall construct and install the regional land drainage trunk facilities and appurtenances thereto, including stormwater retention basins, interconnection pipes, outfalls and linear waterways to serve the subdivision, and including services and facilities in adjacent lands for the conveyance of land drainage	The development agreement may provide that the Developer shall construct and install the regional land drainage trunk facilities and appurtenances thereto, including stormwater retention basins, interconnection pipes, outfalls and linear waterways to serve the subdivision, and including services and facilities in adjacent lands for the conveyance of land drainage	

APPENDIX D – DISCUSSION RECORD EXCEL CHART

Topic	Sub-Topic	Current Ref.	New Ref.	Current Text	New Text	Type of Change 1. Clarification 2. Minor change 3. Significant change 4. Deletion	Reason for Change
PURPOSE	DAPs serve as Guidelines	**1a**	**1.1**	These Development Agreement Parameters express the general policy of the City. They are guidelines for the City's Administration and Developers in formulating development conditions for consideration by City Council and its relevant Committees. Each development will be governed by its respective Development Agreement, not by these guidelines although experience indicates the Development Agreement Parameters will be followed with few exceptions. The purposes of the Development Agreement Parameters are to ensure that all parties pay their equitable share of the costs of development, that Development Agreement obligations are consistent for all developments and that development occurs in accordance with current City of Winnipeg construction specifications.	These *Development Agreement Parameters* (DAPs) express the general policy of the City in respect of public infrastructure required for land development, particularly greenfield development. The DAPs are intended to be implemented in a manner that is coordinated with the City's development plan, *OurWinnipeg 2045* , and supporting plans and strategies, such as the *Complete Communities Direction Strategy 2.0* . ~~They are guidelines for the City's Administration and Developers in formulating development conditions for consideration by City Council and its relevant Committees.~~ The DAPs serve therefore as a guideline for the City's Public Service and Developers in formulating Development Agreement conditions for consideration by City Council or its delegated authority. Each development ~~will be~~ is governed by its respective Development Agreement, not by these guidelines although experience indicates the ~~Development Agreement Parameters~~ DAPs will be followed with few exceptions. The purpose of the Development Agreement Parameters is also to ensure that all parties pay their equitable share of the costs of development, that Development Agreement obligations are consistent for all developments, and that development occurs in accordance with the current City of Winnipeg specifications and standards. The Development Agreement Parameters were prepared in accordance with three overarching principles that, together, promote better city-building and competitiveness: - Transparency - Responsibilities and content of the parameters are predictable, and the rationale for each parameter is widely understood. - Equity—The parameters are intended to be applied equally and fairly, regardless of reputation or working relationship. - Consistency – The parameters are applied consistently, with an opportunity for flexibility where appropriate	Clarification	Improved descriptive wording.
	DAPs do not restrict Councillor's duties.	**1b**	**1.2**	Development Agreements will deal within the limits of City powers to make cost recoveries for the works provided by the City or by an initial Developer. The City can only make its best efforts within the limits of its powers. Each councillor's duty to vote as they decide cannot legally be restricted by an agreement. For example, where a future cost recovery depends on a majority vote of Council to enact a by-law levying local improvement charges or approving a subdivision and imposing development conditions, including cost recoveries, that majority vote will determine what the City attempts to recover within the upper limit of what lawfully can be recovered. Obviously, only the Development Agreement signed by a subsequent Developer can impose an obligation for payment, and not these Development Agreement Parameters or the original development.	The *Development Agreement Parameters* deal within the limits of the Public Service's powers to make recommendations on cost recovery for the works provided by the City or by a Developer. The Public Service can only make its best recommendations within the limits of the relevant by-laws. Each Councillor's duty, as a decision-maker, is to vote on each development, respecting development cannot be limited by the Development Agreement Parameters. For example, where a future cost recovery depends on a majority vote of Council to enact a by-law levying Local Improvement charges or to approve a subdivision with development conditions that include cost recoveries, the majority vote will determine what the City may recover, within the upper limit of what lawfully can be recovered. Only the Development Agreement, signed by a subsequent Developer, can impose an obligation for payment, and not these Development Agreement Parameters or the original development.	Clarification	Improved descriptive wording.

DEVELOPER REIMBURSEMENT	City can recover cost for Developer investment in services	**2a**	**2.1**	Where the land of a third party directly benefits from services installed or a precinct plan prepared by a Developer as determined by the City, the City may covenant in the Development Agreement to endeavour to collect a cost recovery for the Developer being the actual cost of that benefit, as determined by the City;	Where the ~~land of a third party~~ property of a Third-Party directly benefits from services installed ~~or a precinct plan prepared by a Developer as determined by the City,~~ by a Developer, and no Local Improvement by-law has been enacted, the City may covenant in the Development Agreement to endeavour to ~~collect a cost recovery for~~ reimburse the Developer ~~being~~ for the actual cost of that benefit.~~, as determined by the City;~~ The actual cost shall be first verified by the City. When the actual cost is not available, the cost recovery may be at the relevant Local Improvement rates applicable during the year of recovery.	Minor Change	Removes some doubt about the City's role in collecting cost recoveries.
	City can recover cost for Secondary Plans	-	**2.2**	-	Where the land of a Third-Party directly benefits from a precinct or secondary plan, prepared by a Developer or the City, the City may covenant in the Development Agreement to endeavour to collect a cost recovery being the actual cost of preparing the plan. The actual cost shall be first verified by the City. The cost recovery may be paid by the Third-Party directly to the Developer or through the City.	Significant Change	This new parameter will allow the City to collect fees to cover the cost of a Secondary Plan that was prepared by others.
	Interest added to Developer re-imbursement	**2b**	**2.3**	Except where it would be inequitable to do so or beyond the powers of the City, interest will be added to that cost (compounded annually) from the first anniversary date of substantial completion of those services to the date of payment at a rate equal to the City's capital borrowing rate, being the effective rate payable by the City on its debenture issue immediately preceding the date of substantial completion;	Interest will be added and reimbursed, based on actual costs and compounded annually from the first anniversary of submission of a detailed cost breakdown, to the date of payment at a rate equal to: i. the City's capital borrowing rate, being the effective rate payable by the City on its debenture issued immediately preceding the date of substantial completion; or ii. the increased value of the services in accordance with the Consumer Price Index (all Items), for the City of Winnipeg.	Minor	Removes some doubt about the City's role in collecting cost recoveries, and links rates to CPI.
	Use of LI rates instead of interest allowed	**2c**	-	In circumstances where application of such interest would be inequitable or beyond the power of the City the cost recovery may be at the relevant local improvement rates applicable during the year of recovery or whatever amount is recoverable within the City's powers;	Combined with 2a (2.1)	Deletion	Creates better clarity.
	Parties can agree on another way to recover investment	**2d**	-	Where the Developer, the City, and the third party so agree the cost recovery may be calculated as above provided or in any other manner agreed to and either paid by the third party directly to the Developer or through the City;	Deleted and combined with new Section 2.2	Deletion	Creates better clarity.

	Repayment to developer subject to City capital funding being available	**2e**	**2.4**	A Development Agreement may provide that where the land of a third party directly benefits from services installed by the Developer, as determined by the City, the City shall in accordance with these parameters pay to the Developer the cost and interest as described in clause a) and b) of this paragraph subject to and upon capital funding being approved for that payment.	A Development Agreement may provide that where the land of a ~~third party~~ Third-Party directly benefits from services installed by the Developer, as determined by the City, the City shall in accordance with ~~these parameters~~ the DAPs, pay to the Developer the cost and interest as described in ~~clause a) and b) of this paragraph~~ Section 2.1 and 2.3 within a reasonable timeframe, subject to and upon capital funding being approved for that payment.	Significant	Creates a condition of 'reasonable' time frames, so that up front costs will be repaid in a reasonable time period, rather than ad infinitum.
	City determines land value based on criteria	**3**	**Definitions**	The cost or value of land will be determined by the City annually upon the appraised market value of raw acreage that has imminent development potential.	"Land Value" is determined by the City annually based upon the appraised market value of raw acreage that has imminent development potential.	Clarification	Creates clarity as to how Land Value is determined.
COST RECOVERIES	Developer can initiate a Local Improvement through Council	**4a**	**3.1**	A Development Agreement may provide for advertising as a local improvement, at the Developer's written request, of services and improvements proposed to be installed by the Developer fronting and directly benefiting private lands and if before that work is commenced that local improvement is approved as such under the required statutory and City procedures then upon approval of funds in the City capital budget and enactment of the required by-law the City will pay to the Developer the lesser of the Developer's cost or the applicable local improvement cost. Where no local improvement by-law is enacted, the City will endeavour to recover with future Development Agreements.	A Developer may initiate a local improvement process to recover the costs of services and improvements fronting and directly benefitting Third-Party Lands. Upon enaction of the required by-law and approval of funds in the City Capital Budget, the City will pay to the Developer the cost of improvements benefitting the Third-Party Lands based on the Developer's cost, up to an amount as per the *Local Improvement By-law.*	Clarification	Revised wording to create better clarity.
	Avoiding servicing along boundary roads	**4b**	**3.2**	Whenever applying for subdivision approval, the Developer should endeavour to avoid the need for attempted cost recoveries by avoiding servicing of boundary roads. When Council cannot or will not enact a local improvement by-law except subject to deferment of local improvement levies Council may do so subject to the Developer funding all costs of deferral.	Whenever applying for subdivision approval, the Developer should ~~endeavour to~~ avoid ~~the need for attempted cost recoveries by avoiding servicing of boundary roads~~ servicing of boundary roads in order to avoid cost recoveries. When Council ~~cannot or will not enact~~ defers a Local Improvement by-law except subject to deferment of Local Improvement levies, Council may do so subject to the Developer funding all costs of deferral.	Clarification	Revised wording to create better clarity.
	City may recover for services through future development applications	**5a**	**3.3**	Where the City requires the installation of oversize services to or through a subdivision or where private property owners successfully petition against the installation of services, the Development Agreement may require the Developer to install them at own expense and shall require the City to endeavour to recover for the Developer all or a portion of its additional costs as follows: a) from future Developer's their proportionate share of the oversize cost when the said services are extended;	Where the Developer, at their own expense, installs underground services to or through the Planned Area that benefit Third Parties, and the services are not installed under a local improvement by-law, the Development Agreement may require the City to recover costs for the Developer as follows: i. From future Developers for oversized services, their proportionate share of the oversize costs; and/or ii. From private owners who have been un-serviced and directly benefit from newly installed servicing, their share of the costs in accordance with the Water or Sewer by-law, prior to connection to or use of the installed services; and/or iii. From private owners who are currently serviced and directly benefit from a greater capacity in upsized services, their share of the costs in accordance with the Water or Sewer by-law, prior to connection to or use of the installed services. Repayment will be in accordance with Section 2 – Developer Reimbursement.	Significant change	Combining the clauses avoids repetition and creates clarity. Costs noted are not only oversize costs but any servicing costs that benefit another landowner.

	City to recover prior to connection or use.	**5b**	-	Where the City requires the installation of oversize services to or through a subdivision or where private property owners successfully petition against the installation of services, the Development Agreement may required the Developer to install them at own expense and shall require the City to endeavour to recover for the Developer all or a portion of its additional costs as follows: b) from private owners, insofar as it may legally do so, prior to connection to or use of the installed services; and repayment shall be in accordance with Section 2.	Deleted and combined with 5a (3.3)	Deletion	Parameter is being combined with another parameter for clarity.
	City may allow for bridge financing	**6a**	**3.4**	Where the installation of oversized wastewater and land drainage sewers, watermains, stormwater impoundments, trunk sewers, water feedermains, pumping stations, street pavement and other municipal services are required to serve a proposed development, and where City capital funding cannot be provided for the cost of the oversizing, the Council of the City of Winnipeg may approve bridge financing by the Developer in accordance with the following conditions: a) The Developer shall pay the full cost to construct the required services. b) The proposed development must be located within areas of acceptable urban expansion. c) The Services to be installed will be as agreed upon between the Developer and the City to serve the ultimate service area. d) The City may agree in a Development Agreement on a repayment schedule based upon approved capital funding in the future from City budgets and collection of funds from future development areas. Such repayment shall be in accordance with the DEVELOPER REIMBURSEMENT section	Where the installation of ~~oversized wastewater and land drainage sewers, watermains, stormwater impoundments, trunk sewers, water feedermains, pumping stations, street pavement and other municipal services are required to serve a proposed development,~~ wastewater interceptors, feeder mains, force mains, wastewater lift stations, street pavements, rapid transit infrastructure and/or other municipal services (except regional land drainage facilities) are required, and where City capital funding cannot be provided, ~~for the cost of the oversizing,~~ the Council of the City of Winnipeg may approve, under a separate agreement, bridge financing by the Developer in accordance with the following conditions: a) The Developer shall pay the full cost to construct the required services; b) The proposed development must be located within areas of acceptable urban expansion; c) The Services to be installed will be as agreed upon between the Developer and the City to serve the ~~ultimate service area~~ benefitting Third-Party Lands; and d) The City may agree, in a Development Agreement on a repayment schedule based upon approved capital funding in the future from City budgets and collection of funds from future development areas. Such repayment shall be in accordance with ~~the DEVELOPER REIMBURSEMENT section~~ Section 2 - Developer Reimbursement.	Clarification	Revisions will help create clarity for this parameter.
	City may request development control strip	**7**	**3.5**	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 benefiting private lands, the City may require that a development control strip otherwise created on a plan with title in the name of the City, to function as notification to the City of a Development Agreement covenant by the City to endeavour to make future cost recoveries from the subsequent developers for services installed by an initial Developer.	Where a requested *Local Improvement by-law* is not enacted or another more appropriate cost recovery mechanism is not identified, a development control strip may, where possible, be created on a plan with title in the name of the City. The control strip functions as notification to the City of a Development Agreement covenant, by the City, to make future cost recoveries from the subsequent developers for services installed by an initial Developer.	Minor change	The revision is added as a reminder that other cost recovery mechanisms should be pursued prior to control strips being used.

INSURANCE AND SECURITIES	City shall require Contractors be licensed and insured	**8**	**4.1**	The Development Agreement shall require that Developer employed contractors performing work on City streets and lanes, be licensed by the City annually and file with the City annually, at the time of purchase of a license, a Contractor's Liability Insurance policy to provide coverage in an amount and form satisfactory to the City. The Developer shall provide such evidence to the City for each Contractor employed.	The Development Agreement shall require that Developer-employed contractors, performing work on City streets and back lanes, under the terms of the Development Agreement, be licensed by the City annually. ~~and~~ The contractor shall file with the City annually, at the time of purchase of a license, a contractor's Liability Insurance policy to provide coverage in an amount and form satisfactory to the City. The Developer shall provide such evidence to the City for each Contractor employed.	Clarification	Revisions will help create clarity for this parameter.
	Developer shall provide and maintain securities	**9a**	**4.2**	The Development Agreement shall require that the Developer will 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 force and effect, the City will review the security requirements on a regular basis and request/authorize an adjustment to amounts as warranted and the release of securities when appropriate.	The Development Agreement shall require that the Developer ~~will~~ 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 force and effect, the City ~~will~~ shall review the security requirements on a regular basis and request/authorize an adjustment to amounts as warranted. ~~and the release of securities when appropriate.~~	Clarification	Revisions will help create clarity for this parameter.
	City may allow consolidated securities	**9b**	**4.3**	The Developer, upon request to the City, may be allowed to provide one overall performance security which would provide coverage for more than a single Development Agreement. The form and amount shall be as agreed from year to year by the Developer and the City.	-	-	-
	Developer securities shall include builders liens	**9c**	**4.4**	The Development Agreement shall require that the Developer will provide and maintain security in forms and amounts satisfactory to the City in respect of builders liens, such security to be promptly released by the City upon expiry of lien periods.	The Development Agreement shall require that the Developer will provide and maintain security in forms and amounts satisfactory to the City in respect of builders' liens, such security to be promptly released by the City upon expiry of lien periods.	-	-
CONSULTANT AND ADMINISTRATIVE FEES	Developer shall pay for the cost of consulting services	**10a**	**5.1**	The Development Agreement shall provide that the Developer shall pay the cost for consulting services to the consultant(s) in connection with the servicing of the development including design and site services. Although during the design phase the consultants are ostensibly working for the Developer, during the provision of the site services the consultant is required to ensure that all of the City's requirements and standards are being met. The Developer's assignment of the consultant services shall be satisfactory to the City.	The Development Agreement shall provide that the Developer shall pay the cost for qualified consulting services, ~~to the consultant(s) in connection with the servicing of the development including design and site services.~~ for the servicing of the Planned Area and benefitting Third-Party Lands. ~~Although during the design phase the consultants are ostensibly working for the Developer, during the provision of the site services the consultant is~~ The developer's consultants are required to ensure that all of the City's requirements and standards are ~~being~~ met, including operating and maintenance considerations. The Developer's assignment of the consultant services shall be satisfactory to the City and not unreasonably withheld.	Minor Change	Revisions create clarity about roles, qualifications and good faith with respect to assignment.
	Developer shall an pay administrative fee	**10b**	**5.2**	The Developer shall pay to the City, prior to the release of subdivision mylars, an Administrative fee of $1,200.00 per gross acre to defray administrative costs of the Development Agreement.	The Developer shall pay to the City, prior to the release of subdivision mylars, an administrative fee ~~of $1,200.00 per gross acre~~ to defray administrative costs of the Development Agreement.	Minor Change	The specific fee is being omitted because it can change periodically and so should not be enshrined in the DAPs.

MAINTENANCE AND WARRANTIES	Definition of "Substantial Performance"	**12a**	**Def.**	"Substantial Completion" means completion as certified by a consulting engineer and/or landscape architect acting in accordance with a Development Agreement and thereafter approved by the City in accordance with the following criteria: Works required to be constructed by a Developer, as stipulated in a Development Agreement will be separately certified in the categories of (1) underground, (2) pavement and (3) other above-ground services. Works shall be deemed substantially completed when they, or a substantial and independently usable part thereof, are being used or are ready for use for their intended purpose and outstanding work to fully complete or rectify and deficiencies will not cost more than: i. 3% of the first $250,000 of the contract cost ii. 2% of the next $250,000 and iii. 1% of the balance thereof.	"Substantial Performance" means Substantial Performance as defined in The Builder's Liens Act. It includes certification by a consulting engineer and/or landscape architect acting in accordance with a Development Agreement and thereafter approved by the City, in accordance with the following: Works required to be constructed by a Developer, as stipulated in the Development Agreement, may be separately certified in the categories of: (1) Water, Wastewater and Land Drainage Works (2) Stormwater Management Facilities (3) Street and Back Lane Pavements (4) Sidewalks and Pathways, (5) Boulevard Landscaping, (6) Park Landscaping and Improvements, and (7) Other Services, Structures or Improvements.	Significant	This parameter is being moved to a new definitions section. The categories list has bee updated and the wording simplified.
	Definition of "Construction Completion"	**12b**	**Def.**	"Construction Completion" means 100% completion as certified by a consulting engineer and/or landscape architect acting in accordance with a Development Agreement and thereafter approved by the City.	~~"Construction Completion"~~ "Total Performance" means 100% completion as certified by a consulting engineer and/or landscape architect acting in accordance with a Development Agreement and thereafter approved by the City.	Clarification	This parameter is being moved to a definitions section.
	Maintenance and Warranty Period Commencement	**12c**	**6.1**	The Development Agreement shall provide for Warranty/Maintenance periods as outlined in the WARRANTY AND MAINTENANCE section, to commence on the "Date of Substantial Completion" or the "Date of Construction Completion", whichever is appropriate. These dates, as previously defined, shall be the dates on which the Consulting Engineer and/or Landscape Architect responsible for providing the certification delivers the appropriate Completion Certificates to the City as "Owner" of public rights of way and public reserves. It is understood that the completion status is to be confirmed by formal inspection arranged by the consultant and attended by the appropriate representatives of the city to ensure that the works are satisfactory.	The Development Agreement shall provide for Warranty/Maintenance periods as outlined in the ~~WARRANTY AND MAINTENANCE~~ this section, to commence on the date of Substantial Performance or the dat of Total Performance, ~~"Date of Substantial Completion" or the "Date of Construction Completion",~~ whichever is appropriate. These dates, as previously defined, shall be the dates on which the Consulting Engineer and/or Landscape Architect responsible for providing the certification, delivers the appropriate Completion Certificates to the City. ~~as "Owner" of public rights of way and public reserves~~. It is understood that the completion status is to be confirmed by formal inspection arranged by the consultant and attended by the ~~appropriate~~ applicable representatives of the City to ensure that the works are satisfactory.	Clarification	More accurate wording selected.
	Definition of "Final Acceptance"	**13**	**Def.**	Generally, "Final Acceptance" of any individual improvement, obligation or responsibility requires that the item has been completed satisfactorily and 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 improvement, obligation or responsibility stipulated in a Development Agreement shall be formally acknowledged by the release of the security in place guaranteeing that specific item. Final Acceptance of the entire Development Agreement shall be acknowledged by the final release of all securities and by a separate formal Final Acceptance Certification for (1) Underground, (2) Above Ground and (3) Boulevard and Tree Works.	Generally, Final Acceptance of any individual improvement, obligation or responsibility requires that the item has been completed satisfactorily and 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 improvement, obligation or responsibility, stipulated in a Development Agreement, shall be formally acknowledged by the release of the security that is in place guaranteeing the specific item. Final Acceptance of the entire Development Agreement shall be acknowledged by the final release of all securities and by a separate formal "Final Acceptance" Certification for: (1) Water, Wastewater and Land Drainage Works (2) Stormwater Management Facilities (3) Street and Back Lane Pavement (4) Sidewalks and Pathways, (5) Boulevard Landscaping, (6) Park Landscaping and Improvements, and (7) Other Services, Structures or Improvements.	Minor change	This parameter is being moved to a defintions section. Added a Parks as a category that requires Final Acceptance Certification

	Definition of "Planned Area"	-	**Def.**	-	"Planned Area" means all the land described in the development application and/or as defined through the development application process and outlined in any relevant Schedules attached thereto.	Clarification	No definition of "Planned Area" previously existed in the DAPS.
	Definition of "Structures"		**Def.**	-	“Structures” means any building, bridge, culvert, berm, entrance feature, public art installation, or other structure, as required by the City as a condition of approval of the development application, as a part of any approved Plan.	Clarification	No definition of "Structures" previously existed iin the DAPS.
	Water, Wastewater and Land Drainage Warranty Periods	**44**	**6.2**	The Development Agreement shall require the Developer to maintain the following improvements to the satisfaction of the City for the periods below listed, from the date of issuance of relevant Substantial or Construction Completion Certificates: Watermains: 1 year Land Drainage Systems (including pumping stations, wells and fountains but excluding impoundments): 1 year Stormwater Impoundments (Retention Ponds): Until occupancy of 75% of the dwellings on lots immediately abutting the impoundment as determined by and to the satisfaction of the City. Building Services: 1 year following turn-on for domestic purpose	The Development Agreement shall require the Developer to maintain the following improvements to the satisfaction of the City for the periods listed below, from the date of issuance of relevant Total Performance Certificates: i. Water mains: One year ii. Wastewater sewers: One year iii. Service connections: One year following turn-on for domestic purposes iv. Land Drainage Systems: (excluding Stormwater Management Facilities): One year v. Stormwater Management Facilities: Both Warranty periods beginning on the date of Substantial Performance of vegetation planting: - Two years for physical construction of the Stormwater Management Facilities, including excavation and hard infrastructure; and - Five years for vegetation planting.	Significant change	Stormwater Management Facilities design and construction has changed (naturalized SRBs) such that a longer period is required to establish the facility.
	Road and sidewalk warranty periods	**44**	**6.3**	Street and Lane Pavements: 1 year Sidewalks and Walkways: 1 year	The Developer shall be responsible for maintaining the following improvements to the satisfaction of the City for the periods listed below, from the date of issuance of relevant Total Performance Certificates (where required): i. Street and Back Lane Pavements: One year ii. Sidewalks and Walkways: One year	Clarification	Clearer introductory sentence added. Warranty periods for this infrastructure will be the subject of ongoing discussions.

	Boulevard Sodding maintenance and warranty	**44**	**6.4**	Sodding of Publicly and Privately-owned Lands The Developer shall be responsible for maintaining, for one year, the sodding of boulevards, dedicated parks and publicly-owned land components of impoundment areas to the satisfaction of the City in accordance with the City's Sodding Maintenance Guidelines. The Developer shall be responsible for sodding and maintaining sodding on the privately-owned lots abutting the impoundment areas until a dwelling is constructed and occupied on the relevant private lot.	The Developer shall be responsible for maintaining the sodding of boulevards for one year, in accordance with the City's *Sodding Maintenance Guidelines.*	Clarification	This change reflects current practice and creates clarity by splitting the parameters.
	Public Reserve Improvements	**44**	**6.5**	-	The Developer shall be responsible for maintaining all improvements and amenities installed in the Public Reserve, for two years, in accordance with the *Parks Maintenance Guidelines.*	Clarification	This change reflects current practice and creates clarity by splitting parameters.
	Warranty for Other Services, Structures and Improvements	-	**6.6**	-	Warranty periods for Developer installed services, structures and/or improvements, not explicitly covered in Clauses 6.2 to 6.5, but required as a condition of approval by Council or its delegated authority, shall be determined by the City and included in the Development Agreement or a stand-alone maintenance agreement.	Significant	Added a catch-all parameter for other services that may be unique to a proposed development.
	Structures warranty periods	**44**	**6.6**	Structures: 1 year	Deleted and combined with new Section 6.6	Clarification	Combined parameter with another to create clarity.

LAND REQUIREMENTS	Developer to provide land for street rights-of-way	**18a**	**7.1**	The Development Agreement shall require the Developer to dedicate to the City, at no cost, street rights-of-way within and necessary to serve the subdivision, together with all necessary corner cuts as designated by the City; including adequate right-of-way widths for streets that require ditch drainage or rural street cross sections.	The Development Agreement shall require the Developer to dedicate to the City, at no cost, street rights-of-way within ~~and necessary to serve the subdivision, together with all necessary corner cuts as designated by the City; including adequate right-of-way widths for streets that require ditch drainage or rural street cross sections.~~ the Planned Area to accomodate streets, corner cuts, frontage roads, back lanes, sidewalks, walkways, pathways, sound attenuation facilities, and transit services, as designated by the City. This may include adequate right-of-way widths for streets that require ditch drainage, rural street cross sections, large diameter sewers, active transportation pathways, and any other requirements, in keeping with the latest available *Transportation Standards Manual* or City-approved alternative.	Significant	Added a reference to transit servicing needs and cross referenced the Transportation Standards Manual. Integrated several parameters into this one for simplicity/clarity.
	Developer to provide land for street widenings	**18b**	**7.2**	The Development Agreement may require the Developer to dedicate lands designated by the City as required, for widening of streets which form part or all of the boundary of the subdivision and/or for widening collector streets providing direct access from the subdivision to the regional street system, together with right-of-way widenings for right-turn cut-offs, storage lanes and/or corner cuts necessary in the opinion of the City to serve the subdivision. Where the lands required for rights-of-way are owned by the Developer but will not benefit the Developer's immediate subdivision, the City shall buy the subject lands at a price in accordance with the LAND VALUE Section	The Development Agreement may require the Developer to dedicate lands designated by the City as required, for widening of streets which form part or all of the boundary of the subdivision and/or for widening collector streets providing direct access from the subdivision to the Regional Street system, together with right-of-way widenings for right-turn cut-offs, storage back lanes and/or corner cuts necessary in the opinion of the City to serve the subdivision. Where the lands required for rights-of-way are owned by the Developer but will not benefit the Developer's immediate subdivision, the City shall buy the subject lands at a price in accordance with ~~the LAND VALUE Section~~ Section 2 - Developer Reimbursement.	Clarification	Minor revisions for clarity.
	Developer to provide land for future regional streets	**18d**	-	Over and above the dedication requirement of the previous clauses or in cases where access from the development to the regional street is unnecessary; the Development Agreement may require the Developer to provide in the plan of subdivision for rights-of-way designated by the City as required for future regional streets or for future extensions of existing regional streets, and to sell such land to the City. The cost of the land shall be in accordance with the LAND VALUE section.	Deleted and combined with 18a (7.1)	Deletion	No longer required, covered in 7.1
	Developer to provide land for future roads as required	**18e**	-	The Development Agreement may require the Developer to provide in the plan of subdivision for street rights-of-way of such width as may be designated by the City as required to provide access to areas which will in future be developed beyond the subdivision, in which case the Development Agreement shall then provide for the acquisition by the City of such additional rights-of-way and the cost of the land shall be in accordance with the LAND VALUE section.	Deleted and combined with 18a & 18b (7.1 and 7.2)	Deletion	No longer required, covered in 7.1 and 7.2

	Developer to transfer lands for land drainage flow	**22**	**7.3**	Where a Development Agreement area features a river or creek, the Development Agreement may require that the Developer transfer to the City all those lands required for land drainage flow at a price as negotiated with the City.	Where a ~~Development Agreement area~~ Planned Area features a river or creek, the Development Agreement may require that the Developer transfer to the City all those lands required for land drainage flow at a price as negotiated with the City.	Clarification	Minor revisions for clarity.
	Developer to provide access to stormwater management facilities	**23**	**7.4**	The Developer shall provide land for public maintenance purposes, at locations to be determined by the City, for any development with a stormwater retention basin.	The Developer shall provide land for public access and maintenance purposes, ~~at locations to be determined by the City,~~ either from a public street or through an established park, for any development with a stormwater retention basin management facility. The stormwater management facility area is understood to be below the top of the facility/basin slope, less private lands.	Clarification	There was uncertainty about how to interpret this parameter - new wording creates clarity.
	Developer to dedicate land for parks purposes	**24a**	**7.5 and Def.**	The Developer shall dedicate a minimum of 8% of the net area* for public park purposes and pay the remaining 2% in cash. *Net area is defined as all land within the Development Application excluding property acquired by the City for impoundment areas, regional street road allowances (including any widening reserves) and land drainage flow conveyances.	a) The Developer shall dedicate a minimum of 10% of the net Planned Area area for public park purposes; or shall dedicate a minimum of 8% of the Net Area for public park purposes with the remaining required dedication deemed to have been satisfied by the provision of Landscaping and Improvements to the public park, as described in Section 9.11 – Developer to Provide Park Landscaping and Improvements" and- as approved by the City. Dedication shall not be granted for lands deemed non-eligible in the *Winnipeg Parks Strategy.* b) If land is not dedicated for public park purposes the Developer shall provide a cash payment as described in Sections 10.6-10.8.	Significant change	Required clarification- reference is added to the new *Winnipeg Parks Strategy* . Added a clear link to Cash-in-Lieu payment parameters. "Net Area" is moved to the definitions section.
	Developer to provide lands for floodproofing	**-**	**7.6**	-	The Development Agreement may require the Developer to provide land required to accommodate the primary dike or other flood protection works.	Significant	Adds a requirement to provide land to accommodate the primary dike where the primary dike is required.

	Developer to provide land for other City purposes	-	**7.7**	-	The City may require land dedication and/or conveyance for City purposes other than those listed in Sections 7.1-7.6. The required City purpose shall be identified in the Development Application administrative report and shall not exceed 1.0 acre in size. In the event that the land is not used for its intended purpose within 10 years, it shall revert back to the Developer. The City may not request a cash-in-lieu payment as an alternative. When land dedication and/or conveyance under this parameter provides regional benefit, the City will: •Purchase from the Developer, the amount of land which provides benefit beyond the Planned Area at the Land Value rate, and •Receive the balance of the land which benefits the Planned Area (if any) as land dedication and/or conveyance.	Significant	This new parameter accommodates occassions when the City requires land for some other public purpose (e.g. pumphouse) and includes the terms for taking such land.
	Developer to provide land for access for maintenance of SRBs	**40a**	-	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 to be determined by the City;	Deleted and combined with new Section 7.7.	Deletion	This parameter has been combined with another for simplicity and clarity.
	Developer to provide land for public walk rights-of-way	**17**	-	The minimum right-of-way width for walkways shall be specified by the City and agreed to in the Development Agreement and in any case the width of the right-of-way shall be sufficient to enable the removal of snow.	Deleted and combined with Section 18a (7.1)	Deletion	This parameter has been combined with another for simplicity and clarity.
	Developer to provide land for lane rights-of-way	**20**	-	The Development Agreement shall require the Developer to dedicate to the City, at no cost, lane rights-of-way wherever required by the City within the subdivision in accordance with the Transportation Standards Manual. The schedules of a Development Agreement shall indicate where all lanes are required in the subdivision.	Deleted and combined with Section 18a (7.1)	Deletion	This parameter has been combined with another for simplicity and clarity.
	Developer to provide land for frontage roads	**19**	-	The Development Agreement shall require the Developer to dedicate to the City at no cost frontage road rights-of-way wherever required by the City in the subdivision in accordance with the City's Transportation Standards Manual.	Deleted and combined with Section 18a (7.1)	Deletion	This parameter has been combined with another for simplicity and clarity.

	Developer to provide a reserve for sound attenuation as required	**18g**	-	The Development Agreement may require the Developer to provide land as ROW create and/or dedicate a reserve adjacent to an arterial road or expressway for sound attenuation purposes. These shall be so designated at the time the Development Agreement is executed.	Deleted and combined with Section 18a (7.1)	Clarification	This parameter has been combined with another for simplicity and clarity.
	Developer to consent to sidewalk caveats as required	**35b**	-	The Development Agreement may require the Developer to consent to the registration of a caveat against all parcels of property which will have frontage or flankage along a sidewalk, which caveat will serve to inform future potential property purchasers and their solicitors that a sidewalk will be constructed abutting the property.	Deleted	Deletion	This parameter has been combined with another for simplicity and clarity.
LAND COST OBLIGATIONS	Developer to share cost of street rights-of-way as required	**18c**	**8.1**	The Development Agreement may require the Developer to pay some or all of the cost of acquisition of street rights-of-way outside the subdivision designated by the City as having been acquired and/or as required to provide access from the subdivision to the regional street system, The cost of the land shall be in accordance with the LAND VALUE section.	The Development Agreement may require the Developer to pay some or all of the cost of acquisition of street rights-of-way outside the ~~subdivision designated~~ Planned Area, designated by the City as having been acquired and/or as required to provide access from the subdivision to the Regional Street system, The cost of the land shall be in accordance with ~~the LAND VALUE section.~~ Section 2 - Developer Reimbursement.	Clarification	Revised wording for clarity and consistency.
	Developer to pay share of purchased rights-of-way	**18f**	**8.2**	The Development Agreement may require the Developer to contribute some or all of the cost of right-of-way or road widening reserve purchased previously by the City within the subdivision area which the Developer would have been required to dedicate under the terms of these Development Agreement Parameters had not the City purchased the land from the Developer or from a previous owner or owners. The cost of the land to be in accordance with the LAND VALUE section.	The Development Agreement may require the Developer to contribute some or all of the cost of right-of-way or road widening reserve, purchased previously by the City, within the ~~subdivision area~~ Planned Area, which the Developer would have been required to dedicate under the terms of these *Development Agreement Parameters* had the City not purchased the land from the Developer or from a previous owner or owners. The cost of the land to be in accordance with ~~the LAND VALUE section.~~ Section 2 - Developer Reimbursement.	Clarification	Revised wording for consistency.

SURFACE CONSTRUCTION OBLIGATIONS	Developer to construct street and back lane pavements	**31a**	**9.1**	The Development Agreement may require the Developer to construct in all street rights-of-way within the subdivision, pavements of such width, thickness and materials overlaying a base course and sub-base of such materials, width, depths and densities as the City may designate in the Development Agreement to service the subdivision in accordance with the City Standard Construction Specifications.	The Development Agreement may require the Developer to construct, in all street and back lane rights-of-way within the ~~subdivision~~ Planned Area, pavements as the City may designate, in accordance with the *City Standard Construction Specifications, Transportation Standards Manual,* or a City-approved alternative. ~~of such width, thickness and materials overlaying a base course and sub-base of such materials, width, depths and densities as the City may designate in the Development Agreement to service the subdivision in accordance with the City Standard Construction Specifications.~~	Clarification	Removes wording that should be included in other relevant standards documents rather than in the DAPs. Revised terminology for consistency.
	Developer to construct required transit facilties		**9.2**	-	The Development Agreement may require the Developer to construct bus stop platforms, as defined in the Accessibility Design Standards, benefitting the Planned Area at locations designated by the City, in accordance with Winnipeg Transit Bus Stop Placement and Design Guidelines and any other applicable City standards.	Significant Change	This new parameter creates clarity around expectations for the provision of bus stop platforms.
	Developer to construct boulevards	**36**	**9.3**	The Developer shall install pavement, unit paving stones or sod, including grading and levelling, and plant trees in all road allowance boulevards, cul-de-sac islands, and medians including those between a collector street and a service/frontage road leading to or within the subdivision in accordance with the plans and specifications approved by the City.	The Developer shall install all works, as required through approved plans, in accordance with the City Standard Construction Specifications, including but not limited to; pavement, unit paving stones or sod, grading and levelling, and planting trees in all road allowance right-of-way boulevards, cul-de-sac islands, roundabouts, and medians including those between a collector street and a service/frontage road leading to or within the Planned Area.	Minor Change	Added roundabouts to the list of relevant infrastructure and a reference to City Standards document.
	Developer to construct lane pavements as required	**33a**	-	The Development Agreement may require the Developer to construct pavements of such width, thickness and material that the City and the Developer agree upon at the time the Development Agreement is executed. The construction of lane pavements shall be in accordance with accepted standards for width, depth, material, subgrade and base course density that the City adopts from time to time, but which will be agreed upon at the time of execution of the Development Agreement.	Deleted and combined with 31a (9.1)	Deletion	Details that belong elsewhere - standards have been seperated from DAPs.

	Developer to construct public walks and related infrastructure	**34**	**9.4**	The Development Agreement may require the Developer to construct the following improvements within public walkways in the subdivision: sidewalks of such width as the City may require, appropriate fencing along the street frontage of the walkway, ornamental lighting and appropriate landscaping between the sidewalk and private property lines.	The Development Agreement may require the Developer to construct the following improvements within or adjacent to public walkways in the ~~subdivision~~ Planned Area: infrastructure improvements such as sidewalks of such width as the City may require, signage, ~~appropriate~~ fencing, ~~along the street frontage of the walkway,~~ multi-use pathways, bollards, ornamental lighting and appropriate landscaping between the sidewalk and private property lines.	Minor change	Adds and deletes features to reflect current practice and expectations.
	Developer to construct sidewalks and pathways	**35a**	**9.5**	The Development Agreement may require the Developer to construct and install sidewalks of such width, thickness and materials overlaying base course and sub-base of such materials, depth, width and density along street rights-of-way as the City may designate and which will be shown on schedules to the Development Agreement at the time of execution. As a general rule, sidewalks are not required on bays, crescents and cul-de-sacs.	The Development Agreement may require the Developer to construct and install sidewalks and pathways ~~of such width, thickness and materials overlaying base course and sub-base of such materials, depth, width and density~~ along street rights-of-way, of such width and depth as the City may designate, and which will be shown on schedules ~~to~~ of the Development Agreement at the time of execution. ~~As a general rule, sidewalks are not required on bays, crescents and cul-de-sacs~~.	Minor change	Adds pathways as infrastructure that may be required.
	Developer to construct temporary access roads	**50**	**9.6**	The Development Agreement may require the Developer to construct and maintain temporary access roads into the Development Agreement area during the course of construction; to the satisfaction of the City.	The Development Agreement may require the Developer to construct and maintain temporary access roads into the ~~Development Agreement area~~ Planned Area, during the course of construction, to the satisfaction of the City. A conceptual phasing plan may be included as an Appendix to the Development Agreement.	Clarification	Revised wording to create better clarity.
	Developer to install underground shallow utilities	**38**	**9.7**	The Development Agreement shall require the Developer to provide and arrange for the installation of all electrical, telephone and cable television services to be installed underground except where the respective utility and the City determine that it is unreasonable to do so.	The Development Agreement shall require the Developer to provide and arrange for the installation of all underground shallow utilities, which may include, but not be limited tol electrical, ~~telephone~~ telecommunications, gas, and cable television services to be installed underground except where the respective utility and the City determine that it is unreasonable to do so.	Clarification	The change updates wording to reflect current technology.
	Developer to install service frontage	**41a**	**9.8**	The Developer shall install services in road allowances located adjacent to public park reserves in accordance with the following formula: 100 feet of serviced frontage for each acre of dedicated parkland	The Developer shall install ~~services in road allowances located adjacent to public park reserves in accordance with the following formula:~~ a minimum of 100 feet of serviced frontage for each acre of dedicated parkland as required.	Clarification	Revised wording reflections current practice and provides better clarity.
	Developer to grade, level and vegetate stormwater management facilities	**40b**	**9.9**	The Developer shall grade, level and sod the public land component in accordance with plans and specifications approved by the City;	The Developer shall grade, level and ~~sod~~ vegetate all Stormwater Management Facilities ~~the public land component~~ in accordance with plans and specifications approved by the City;	Clarification	Minor word change to include stormwater retention basin naturalization.

	Developer to install any required services adjacent to SRBs	**40c**	-	The Developer shall install all services in road allowances located adjacent to the public land component;	Dleted and combined with 41a (9.8)	Deletion	Parameter was redundant and is combined with another re-worded parameter.
	Developer shall install fencing	**40d**	**9.10**	The Developer shall install chain link fencing to demarcate the public land component of the impoundment from the private land component as determined by and to the satisfaction of the City.	The Development Agreement may require the Developer to install fencing to delineate public land within or directly adjacent to the Planned Area, as determined by the City.	Clarification	Wording revision to create clarity for fencing requirements.
	Developer to provide park landscaping and improvements	**42a**	**9.11**	The Developer shall grade, level and sod the public park reserve and install irrigation equipment and land drainage systems including connection to mains in accordance with plans and specifications approved by the City.	a) The Development Agreement may require the Developer to provide the following standard landscaping and improvements within the Public Reserve(s), in accordance with Park Development Guidelines, Park Standards and plans and specifications all as approved by the City: i. Grade, level and vegetate ; ii. Install the appropriate water service; iii. Construct primary pathways; iv. Provide tree plantings in accordance with the Winnipeg Urban Forest Strategy; v. Install or pay a share of, core amenities (e.g. playground, picnic area, and multiple use space) in accordance with the Winnipeg Parks Strategy catchment target level of service and the Park Development Guidelines. b) If the land is not dedicated for public park purposes or if only partial land is dedicated, the Developer shall compensate the City by way of additional site amenities or by the provision of a cash payment, prior to the release of subdivision mylars by the City, in accordance with Section 10.6-10.8. c) Where core amenities, provided by a Developer, benefit adjacent areas or the City-at-large, the appropriate cost sharing formula shall be agreed upon at the time the Development Agreement is signed. Any repayment from these other benefitting Third-Party Lands collected by the City through subsequent Development Agreements, shall be paid to the initial Developer when collected in accordance with Section 2 – Developer Reimbursement.	Significant	The policy is being revised to reflect new expectations for park improvements. This includes reference to City regulations and guidelines and the new Parks Strategy.
	Developer to grade, level and vegetate ditches	-	**9.12**	-	The Developer shall grade, level and vegetate all ditches and swales in accordance with plans and specifications approved by the City. The Developer may, for itself, its successors and assignees, be required to covenant with the City to cut and maintain all areas within the landscaped street right-of-way adjacent to each lot between the travelled road surface and the property line, which covenant shall be registered in the Winnipeg Land Titles Office by caveat against each lot within the subdivision.	Clarification	The parameter is being added to account for the removal of the LUD subdivision parameters

	Developer to install surface works	-	**9.13**	-	The Developer shall be required to construct and pay for surface works, as outlined in any relevant approved plans for the Planned Area.	Clarification	This parameter is being added to reflect current practice and link for building surface works.
	Developer to install works adjacent to rail lines	-	**9.14**	-	Where a Planned Area is adjacent to a rail line, the Development Agreement may include a requirement for fencing or other means of meeting anti-whistling requirements established by any relevant external regulation.	Clarification	This parameter is being added to reflect current practice.
	Developer to construct access roads	-	**9.15**	The development agreement may require the Developer to construct and pay for designated access roads and/or modifications to existing streets outside the subdivision boundaries, where it is agreed these works serve the subdivision. In addition, the development agreement may require the Developer to finance and construct street pavements within the subdivision of such materials, width and depth, as required to by the City to service other areas outside the subdivision. Cost recoveries to the Developer shall be in accordance with the DEVELOPER REIMBURSEMENT section.	The Development Agreement may require the Developer to construct ~~and pay for~~ designated access roads and/or modifications to existing streets outside the ~~subdivision boundaries~~ Planned Area, in accordance with City Standard Construction Specifications. Cost recoveries to the Developer shall be in accordance with Section 2 – Developer Reimbursement. ~~where it is agreed these works serve the subdivision. In addition, the development agreement may require the Developer to finance and construct street pavements within the subdivision of such materials, width and depth, as required to by the City to service other areas outside the subdivision. Cost recoveries to the Developer shall be in accordance with the DEVELOPER REIMBURSEMENT section.~~	Clarification	Removes reference to standards and simplifies wording.
SURFACE WORKS PAYMENT OBLIGATIONS	Developer to construct or pay for access roads	**31c**	**10.1**	The Development Agreement may require the Developer to construct and pay for designated access roads and/or modifications to existing streets outside the subdivision boundaries,` In addition, the Development Agreement may require the Developer to finance and construct street pavements within the subdivision of such materials, width and depth, as required to by the City to service other areas outside the subdivision. Cost recoveries to the Developer shall be in accordance with the DEVELOPER REIMBURSEMENT section.	The Development Agreement may require the Developer to ~~construct and~~ pay for designated access roads and/or modifications to existing streets outside the ~~subdivision boundaries~~ Planned Area, in accordance with *City Standard Construction Specifications.* Except where area charges are in effect, the Development Agreement may require the Developer to pay a share of the cost of previously constructed access roads to serve the Planned Area. ~~addition, the Development Agreement may require the Developer to finance and construct street pavements within the subdivision of such materials, width and depth, as required to by the City to service other areas outside the subdivision. Cost recoveries to the Developer shall be in accordance with the DEVELOPER REIMBURSEMENT section.~~	Clarification	The parameter is being revised to cross reference other established and specific standards that may change from time to time.
	Developer to pay for or construct one lane of arterial roads	**31d**	**10.2**	Excepting where area charges are in effect, where a development borders on an arterial road, the Developer shall pay the cost of constructing one lane of concrete pavement 4 metres in width together with a share of the land drainage, sidewalks, landscaping, street lighting, and intersection improvements and modifications as determined by the City which requirements and geometrics thereof shall be defined at the time the Development Agreement is executed.	Excepting where area charges are in effect, where a development borders on an arterial road, the Developer shall pay the cost of constructing one lane of ~~concrete~~ pavement ~~4 metres in width~~ together with a share of the land drainage, sidewalks, landscaping, street lighting, and intersection improvements and modifications as per the *City Standard Construction Specifications.* ~~determined by the City which requirements and geometrics thereof shall be defined at the time the Development Agreement is executed.~~	Clarification	The parameter is being revised to cross reference other established and specific standards that may change from time to time.

	Developer to pay for traffic control devices	**32a**	**10.3**	The Developer shall pay for modifications to existing and/or installation of new traffic control devices such as traffic signals, railway crossing protection, overhead signs and other traffic signs required within the Development Agreement area.	The Developer shall pay for their share of any modifications to existing and/or installation of new traffic control devices such as traffic signals, railway crossing protection, overhead signs, pedestrian control devices, and other traffic signs required within or required to serve, the Planned Area. ~~Development Agreement area.~~	Minor change	Revised wording adds pedestrian control devices to list of possible required infrastructure.
	Developer to install or pay for street lighting	**39**	**10.4**	The Developer **shall** pay the capital cost of installing ornamental lights to City accepted standards, on all streets and lanes within the subdivision. Where the utility and the City deem the provision of ornamental lighting to be unreasonable, other forms of acceptable lighting will be permitted.	The Developer shall pay the capital cost of installing, cause to be installed, lighting, to City accepted standards guided by the current *TAC Guide for the Design of Roadway Lighting* , on all streets and back lanes within the Planned Area. The Developer may cause to be installed lighting for pathways and walkways within the Planned Area.	Clarification	The parameter is being updated to reflect current practice with respect to lighting and reference an external guide.
	Developer to pay for signs	**37**	**10.5**	The Development Agreement shall require the Developer to erect City approved permanent standard reflectorized street name signs at each intersection in the development area, bearing street names approved by City Council.	The Development Agreement shall require the Developer to ~~erect~~ pay for City approved permanent standard reflectorized street name and traffic control signage, ~~signs~~ at each intersection in the ~~development area~~ Planned Area or required to serve the Planned Area. ~~, bearing street names approved by City Council.~~	Clarification	The parameter is being updated to reflect current practice for signage.
	Developer to provide cash-in-lieu of parkland dedication	**24b**	**10.6**	If land is not dedicated for public purposes, the Developer shall provide a cash payment representing 10% of the appraised value of the Development Application, as determined by the City and prior to the release of subdivision mylars by the City.	If land is not dedicated for public purposes, the Developer shall provide a cash payment representing 10% of the Planned Area value, ~~appraised value of the Development Application,~~ as determined by the City and prior to the release of subdivision mylars by the City. A cash-in-lieu payment is not required where land was dedicated to the City for public parks purposes, or a previous cash-in-lieu payment was made, through an underlying development application within the past 30 years. The cash-in-lieu exemption period may be extended by an additional 10 years (40 years total) where the Developer (or its subsidiary/related company) for the Planned Area remains unchanged. The methodology used to calculate the Planned Area value, and the Land Value itself, shall be publicly available; the Land Values shall be updated annually and approved by Council	Significant change	The parameter is being revised to create greater transparency for how cash-in-lieu payment is assessed. The parameter also provides assurance to landowners that they will not be assessed dedication or cash-in-lieu for subdividing the same peice of land.

	Developer to provide cash in lieu of parkland dedication	**41b**	**10.7**	If land is not dedicated for public park purposes, the Developer shall provide a cash payment, prior to the release of subdivision mylars by the City, in accordance with the following procedures: - the potential amount of public park dedication would be determined (i.e. 8% of the net area of the Development Application); - relative to the potential amount of public park dedication determined in the procedure above, the potential amount of street frontage would be calculated based upon the "100 feet of frontage for each acre of dedicated parkland" formula; - the potential amount of street frontage calculated in the procedure above, would be multiplied by the City's annual Local Improvements By-law rates for construction of services. The resulting figure would represent the Developer's cash payment.	If the full amount of land is not dedicated for public park purposes or if park landscaping and improvements are not required, the Developer shall provide a cash payment, in accordance with the following: i. The value of the potential amount of public park dedication (i.e. 8% of the net area of the Development Application); and ii. The value of the potential amount of street frontage calculated based upon the formula in Section 9.8, multiplied by the City's annual Local Improvements By-law rates for construction of services; and iii. The value of the potential amount of public park dedication multiplied by the City's annual rates for installation of sodding, irrigation equipment and land drainage systems, as determined by the City.	Significant change	The parameter is being revised to create greater clarity as to how cash-in-lieu payments are calculated in situations where only partial land dedication is taken. tion.
	Developer may provide cash-in-lieu of improvements	**42b**	-	If the land is not dedicated for public park purposes, the Developer shall provide a cash payment, prior to the release of subdivision mylars by the City, in accordance with the following procedures: - the potential amount of public park dedication would be determined (i.e. 8% of the net area of the Development Application; - the potential amount of public park dedication determined in the procedure above would be multiplied by the City's annual rates for installation of sodding, irrigation equipment and land drainage systems; as determined by the City. The resulting figure would represent the Developer's cash payment.	Deleted and combined with 41b (10.7)	Deletion	Creates better clarity.
UNDERGROUND CONSTRUCTION OBLIGATIONS	Developer to construct wastewater sewers	**25a**	**11.1**	The Development Agreement may provide that the Developer shall construct and install all wastewater sewers complete with manholes and appurtenances, thereto, as required, to serve the subdivision, and including services and facilities in adjacent lands for the conveyance of wastewater from the subdivision to the existing wastewater collection system, if necessary.	The Development Agreement may provide that the Developer shall construct and install all wastewater sewers complete with manholes and appurtenances, thereto, as required, to serve the Planned Area, and including services and facilities ~~in adjacent~~ benefitting Third-Party Lands for the conveyance of wastewater from the Planned Area to the existing wastewater collection system, ~~if~~ as necessary. The City shall in no case be liable for additional capacity costs of wastewater sewers that are 300 mm (12 inches) internal diameter or less.	Clarification	Added wording to limit City obligatons more clearly and to reflect current practice.
	Developer to construct wastewater sewers <=300mm	**25c**	-	The City shall in no case be liable for additional capacity costs of wastewater sewers that are 300 mm (12 inches) internal diameter or less.	Deleted and combined with 25a (11.1)	Deletion	Parameter is being combined with another parameter for simplicity and clarity.

	Developer to construct lateral land drainage sewers	**26**	**11.2**	The Development Agreement may provide that the Developer shall construct and install all lateral local land drainage sewers complete with manholes and appurtenances thereto, required to serve the subdivision, and including services and facilities in adjacent lands for the conveyance of land drainage runoff from the subdivision to the existing land drainage collection system, if necessary. When the services benefit any adjacent lands, the City shall repay the Developer in accordance with the Developer Reimbursement section.	The Development Agreement may provide that the Developer shall construct and install all lateral local land drainage sewers complete with manholes and appurtenances thereto, required to serve the ~~subdivision~~ Planned Area, and including services and facilities ~~in adjacent~~ Third-Party Lands for the conveyance of land drainage runoff from the subdivision to the existing land drainage collection system, if necessary. ~~When the services benefit any adjacent lands, the City shall repay the Developer in accordance with the Developer Reimbursement section.~~	Clarification	Revised wording to delete a redundant statement and make consistent with other parameters.
	Developer to construct water mains	**29a**	**11.3**	The Development Agreement may provide that the Developer shall construct and install all watermains and appurtenances thereto, required to serve the subdivision, and including services and facilities in adjacent lands for the connection from the subdivision to the existing water distribution system, if necessary. When the services benefit any adjacent lands, the City shall repay the Developer in accordance with the Developer Reimbursement section.	The Development Agreement may provide that the Developer shall construct and install all water mains and appurtenances thereto, required to serve the ~~subdivision~~ Planned Area, and including services and facilities ~~in adjacent~~ benfitting Third-Party Lands for the connection from the ~~subdivision~~ Planned Area to the existing water distribution system, if necessary. When the services benefit any ~~adjacent~~ benefitting Third-Party Lands, the City shall repay the Developer in accordance with ~~the~~ Section 2 - Developer Reimbursement. ~~section.~~ The City shall, in no case, be liable for additional capacity costs of water mains that are 250 mm (10 inches) in diameter or less.	Clarification	Added wording to limit City obligatons more clearly and to reflect current practice.
	City to reimburse Developer for water main oversizing	**29b**	**11.3**	Where the City requires a watermain to be larger than necessary to serve the subdivision, the necessary calculations shall be made to the satisfaction of the City to determine the cost of additional capacities to be provided by the Developer. Such oversized watermains shall be designated at the time of approval of plans by the City, or earlier, and the City shall make no payment for oversize unless the watermain has been established as oversize at that time. The costs of additional capacity agreed to in the agreement shall be adjusted to actual costs once construction and costing thereof is completed and repayment shall be in accordance with the DEVELOPER REIMBURSEMENT section.	Deleted and combined with 29a (11.3)	Deletion	Removes redundant wording regarding oversizing.
	Developer to construct water mains <=250mm as required	**29c**	-	The city shall in no case be liable for additional capacity costs of watermains that are 250 mm (10 inches) internal diameter or less.	Deleted and ombined with 29a (11.3)	Deletion	Parameter is being combined with another parameter for clarity.

	Developer to construct lot line connections	**30**	**11.4**	The Development Agreement shall require the Developer to construct and install required wastewater sewer and domestic water services from the main to the lot line to all single-family and two-family residential sites within the subdivision, with an internal diameter and materials to be approved by the City. Water boxes shall be required on all domestic water services, but shall be the responsibility of the homebuilder and not the Developer. Joint water and sewer connections may be permitted by the City where party wall agreements are in place to the properties being served.	The Development Agreement shall require the Developer to construct and install required wastewater and water lot line connections from the sewer and water mains to service all single-family and two-family lots withing the Planned Area, as determined by and to the satisfaction of the Director of Water and Waste.	Clarification	Revised wording to reflect current effective wording in Development Agreements.
	Developer to construct regional land drainage trunk facilities as required	**27a**	**11.5**	The Development Agreement may provide that the Developer shall construct and install the regional land drainage trunk facilities and appurtenances thereto, including stormwater retention basins, interconnection pipes, outfalls and linear waterways to serve the subdivision, and including services and facilities in adjacent lands for the conveyance of land drainage runoff from the subdivision to the existing regional land drainage system, if necessary. The Agreement may provide that the Developer shall recover the agreed oversizing costs. The additional costs agreed to in the agreement shall be adjusted to actual costs once construction and costing thereof is completed and repayment shall be in accordance with the DEVELOPER REIMBURSEMENT section.	The Development Agreement may provide that the Developer shall construct and install the regional land drainage ~~trunk~~ facilities and appurtenances ~~thereto, including stormwater retention basins, interconnection pipes, outfalls and linear waterways~~ to serve the ~~subdivision,~~ Planned Area and including services and facilities in ~~adjacent~~ benefitting Third-Party Lands for the conveyance of land drainage runoff from the ~~subdivision~~ Planned Area to the existing regional land drainage system as required. ~~if necessary.~~ ~~The Agreement may provide that the Developer shall recover the agreed oversizing costs. The additional costs agreed to in the agreement shall be adjusted to actual costs once construction and costing thereof is completed and repayment shall be in accordance with the DEVELOPER REIMBURSEMENT section.~~	Clarification	Revised wording to reflect current effective wording in Development Agreements.
	Floodproofing to be specified in the Development Agreement	**28**	**11.6**	Notwithstanding applicable floodproofing regulations pursuant to the City of Winnipeg Act as concerns proposed developments within the designated Floodway Fringe and Floodway Areas, the Development Agreement shall specify whether flood protection shall consist of the floodproofing of individual units, or of the construction of a primary dike system, as directed by and to the satisfaction of the City.	Notwithstanding applicable floodproofing regulations pursuant to the *City of Winnipeg Act* as ammended, and *Designated Floodway Fringe Area Regulations* (226/91, and as ammended) concerning proposed developments within the designated Floodway Fringe and Floodway Areas, the Development Agreement shall specify whether flood protection shall consist of the floodproofing of individual units, or of the construction of a primary dike system, as directed by and to the satisfaction of the City.	Clarification	Added reference.
	Developer to pay for previously installed services as relevant	**25d**	**11.7**	The Development Agreement may require that the Developer pay for services that the City and/or a third party has previously constructed, or that are to be constructed in the future, and which directly benefit the proposed subdivision. The costs shall be determined by the Director of Water and Waste and shall be specified in the Development Agreement at the time that the agreement is to be executed by the Developer, or earlier. A security may be posted in lieu of immediate payment for future services that are to be constructed by the City and/or a third party. If a security is posted in lieu of payment both the payment due and the security will be adjusted annually to reflect current dollar value. It is understood that interceptor sewers are the responsibility of the City.	The Development Agreement may require that the Developer pay for local municipal services that the City and/or a third- party has previously constructed, or that are to be constructed in the future, and which directly benefit the proposed ~~subdivision~~ Planned Area. The costs shall be determined by the Director of Water and Waste and shall be specified in the Development Agreement at the time that the agreement is to be executed by the Developer, or earlier. A security may be posted in lieu of immediate payment for future services that are to be constructed by the City and/or a Third-Party. If a security is posted in lieu of payment both the payment due and the security will be adjusted annually to reflect current dollar value. ~~It is understood that interceptor serwers are the responsibility of the City.~~	Clarification	Revised wording to remove terms that are already implicit.

	Developer to pay TSR for services previously installed or to be installed as required	**27c**	-	The Development Agreement may require that the Developer pay the TSR for services that the City and/or a third party has previously constructed, or that are to be constructed in the future, and which directly benefit the proposed subdivision. The costs shall be determined by the City and shall be specified in the Development Agreement at the time that the agreement is to be executed by the Developer, or earlier. A security may be posted in lieu of immediate payment for future services that are to be constructed by the City and/or a third party. If a security is posted in lieu of payment both the payment due and security will be adjusted annually to reflect current dollar values.	Deleted and combined with 25d (11.7)	Deletion	Parameters combined for simplicity and clarity.
	Developer to pay for previously installed water mains	**29d**	-	The Development Agreement may require that the Developer pay for services that the City and/or a third party has previously constructed, or that are to be constructed in the future, and which directly benefit the proposed subdivision. The costs shall be determined by the City and shall be specified in the Development Agreement at the time that the agreement is to be executed by the Developer, or earlier. A security may be posted in lieu of immediate payment for future services that are to be constructed by the City and/or a third party. If a security is posted in lieu of payment both the payment due and the security will be adjusted annually to reflect current dollar values.	Deleted and combined with 25d (11.7)	Deletion	Parameters combined for simplicity and clarity.
	City to reimburse Developer for wastewater oversizing	**25b**	**11.8**	Where the City requires wastewater sewers to be larger than necessary to serve the subdivision, the necessary calculations shall be made to the satisfaction of the City to determine the costs of additional capacities to be provided by the Developer. Such oversized wastewater sewers shall be designated at the time of approval of plans by the City, or earlier, and the City shall make no payment for oversize unless the sewer has been established as oversize at that time. The costs of additional capacity agreed to in the agreement shall be adjusted to actual costs once construction and costing thereof is completed and repayment shall be in accordance with the DEVELOPER REIMURSEMENT section.	Where the City requires a water main, wastewater sewers and/or land drainage sewer to be larger than necessary to serve the ~~subdivision~~ Planned Area, the necessary calculations shall be made to the satisfaction of the City to determine the cost of additional capacities to be provided by the Developer. The costs of additional capacity agreed to in the Development Agreement shall be adjusted to actual costs once construction and costing thereof is completed and repayment shall be in accordance with ~~the DEVELOPER REIMBURSEMENT section~~ Section 2 – Developer Reimbursement.	Clarification	Revised wording for consistency.
	Trunk service rate to be calculated for regional land drainage facilities	**27b**	**11.9**	Where the City requires the Developer to construct the regional land drainage trunk facilities to serve the subdivision and other benefiting third party lands, the necessary calculations shall be made to the satisfaction of the City to determine the Trunk Service Rate (TSR). The 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. The TSR shall be used to determine the Developer's net benefit (share) of the regional land drainage trunk facilities. The Developer's share is calculated by multiplying the TSR by the land area of the proposed development. If the Developer's costs for constructing the facilities are higher than their share, then the City shall endeavour to recover the difference from benefitting third-party lands. If the Developer's costs for constructing the facilities are lower than their share, then the Developer shall pay the difference to the City. The costs of the regional land drainage trunk facilities shall be adjusted to actual costs once construction and costing thereof is completed and repayment shall be in accordance with the Developer Reimbursement section.	Where the City requires the Developer to construct the regional land drainage facilities to serve the subdivision and other benefitting Third-Party Lands, the necessary calculations shall be made to the satisfaction of the City to determine the Trunk Service Rate (TSR). The TSR is a uniform per acre charge that 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 area ~~it serves.~~ from which the City can reasonably anticipate to collect for the regional land drainage benefit . The TSR shall be used to determine the Developer's net benefit (share) of the regional land drainage ~~trunk~~ facilities. The Developer's share is calculated by multiplying the TSR by the land area of the ~~proposed development.~~ Planned Area. If the Developer's costs for constructing the facilities are higher than their share, then the City shall endeavor ~~to recover the difference from the benefitting third-party lands.~~ reimburse the Developer for the amount of the difference, as and when the amount of the difference is determined by the Director of Water and Waste, subject to the approval by City Council of capital funding for that reimbursement and availability of funds recovered from Third Parties . If the Developer's costs for constructing the facilities are lower than their share, then the Developer shall pay the difference to the City. The costs of the regional land drainage trunk facilities shall be adjusted to actual costs once construction and costing thereof is completed and repayment shall be in accordance with ~~the Developer Reimbursement section.~~ Section 2 – Developer Reimbursement.	Clarification	Revised wording for clarity and tying reimbursement to availability of funds and budgets.

AREA CHARGES AND RECOVERIES	Area charges may be calculated for shared costs	**31g**	**12.1**	Area charges may be imposed in lieu of frontage charges where the costs of required improvements are to be shared by more than one Developer. The area charges shall be in accordance with an established formula and the monies so collected are to be used solely for the specific improvements in the area.	Area charges may be imposed in lieu of frontage charges where the costs of required improvements are to be shared by ~~more than one Developer~~ Third Parties, as described in Section 2 - Developer Reimbursement. The area charges shall be in accordance with ~~an established~~ a formula established for a defined benefitting area and the monies, so collected are to be used solely for the specific improvements in the area.	Clarification	Revised wording clarifies that area charges apply to a specific defined area.
CITY REIMBURSEMENT OBLIGATIONS	City to reimburse Developer for certain payments	**33b**	**13.1**	Where lane pavements are constructed by the initial Developer that benefit lands outside the Developer owned Planned Area, the Development Agreement may require the City to reimburse the Developer some portion of these costs when the City collects monies from the owner(s) of said benefiting lands through local improvement levies or subsequent Development Agreement(s). Repayment shall be in accordance with the DEVELOPER REIMBURSEMENT section.	Where ~~lane~~ pavements are constructed by the initial Developer that benefit Third Party Lands, ~~outside the Developer owned Planned Area,~~ the Development Agreement may require the City to reimburse the Developer some portion of these costs when the City collects monies from the owner(s) of said benefiting lands through local improvement levies or subsequent Development Agreement(s). Repayment shall be in accordance with ~~the DEVELOPER REIMBURSEMENT section.~~ Section 2 - Developer Reimbursement.	Clarification	Revised wording for consistency.
	Developer to pay share of existing pavements	**31h**	-	The Development Agreement may require the Developer to pay a share of the cost of previously constructed access roads to serve the subdivision.	Deleted and combined with 33b (10.1)]	Deletion	Parameter moved to appropriate section.
	City to reimburse Developer for pavement oversizing	**31b**	**13.2**	Where pavements of greater width and depth than necessary to serve the subdivision are required by the City to serve other areas, the Development Agreement shall require the City to pay the cost of such additional width and depth at prices estimated by the City and agreed to by the Developer before the signing of the Development Agreement. The estimated costs agreed to in the agreement shall be adjusted to reflect actual costs once construction and costing thereof is completed and repayment shall be in accordance with the Developer Reimbursement section.	Where pavements of greater width and depth than necessary to serve the subdivision are required by the City to serve other areas, the Development Agreement shall require the City to pay the cost of such additional width and depth at prices estimated by the City and agreed to by the Developer before the signing of the Development Agreement. The estimated costs agreed to in the agreement shall be adjusted to reflect actual costs once construction and costing thereof is completed and repayment shall be in accordance with ~~the~~ Section 2 - Developer Reimbursement ~~section~~.	Clarification	Correct cross reference updated.
	City to recover costs from benefitting Third-Party Lands	**18h**	**13.3**	The City **shall** endeavor to make a cost recovery to the initial Developer for fronting rights-of-way benefiting other lands which rights-of-way have been dedicated by the Developer. The value of those lands shall be as described in the LAND VALUE section.	Where an area charge is not established for a Planned Area, the City shall endeavor to make a cost recovery ~~to~~ for the initial Developer for fronting rights-of-way benefitting ~~other lands which~~ Third-Party Lands, when rights-of-way have been dedicated by the Developer. The value of those lands shall be as described in Section 2 – Developer Reimbursement. ~~the LAND VALUE section.~~	Clarification	Revised wording for clarity.

	City to reimburse developer for certina regional streets	**31e**	**13.4**	Where regional street improvements constructed by the initial Developer benefit other lands, the appropriate cost sharing formula shall be agreed upon at the time the Development Agreement is signed. Any repayment from these other benefiting lands collected by the City through subsequent Development Agreements shall be paid to the initial Developer when collected in accordance with the DEVELOPER REIMBURSEMENT section.	Where regional street improvements, constructed by the initial Developer benefit other lands, the appropriate cost sharing formula shall be agreed upon at the time the Development Agreement is signed. Any repayment from these other benefiting lands collected by the City, through subsequent Development Agreements, shall be paid to the initial Developer when collected in accordance with ~~the DEVELOPER REIMBURSEMENT section~~. Section 2 - Developer Reimbursement.	Clarification	Revised wording for clarity.
COST SHARING	Cost shared items shall reflect competitive tenders	**11**	**14.1**	For any of the required services and improvements where all or a part of the cost of which is paid by the City, the City shall require that the prices reflect competitive tenders and are satisfactory to the City. The City's share of the costs of contracts awarded by the Developer in these circumstances shall be subject to the approval of the City.	-	-	-
	Costs of regional street improvements to be shared	**31f**	**14.2**	Where regional street improvements constructed by the Developer benefit the City, the appropriate cost sharing formula shall be determined and agreed upon at the time the Development Agreement is signed and repayment to the Developer shall be in accordance with the DEVELOPER REIMBURSEMENT section.	Where regional street improvements constructed by the Developer benefit the City, the appropriate cost sharing formula shall be determined and agreed upon at the time the Development Agreement is signed and repayment to the Developer shall be in accordance with ~~the DEVELOPER REIMBURSEMENT section.~~ Section 2 - Developer Reimbursement.	Clarification	Revised wording for clarity.
	Costs of traffic control devices to be shared	**32b**	**14.3**	Where traffic control devices provided by the initial Developer benefit other areas, the appropriate cost sharing formula shall be agreed upon at the time the Development Agreement is signed. Any repayment from these other benefiting lands collected by the City through subsequent Development Agreements shall be paid to the initial Developer when collected in accordance with the DEVELOPER REIMBURSEMENT section.	Where traffic control devices provided by ~~the initial~~ a Developer benefit ~~other~~ adjacent areas or the City at large, the appropriate cost sharing formula shall be agreed upon at the time the Development Agreement is signed. Any repayment from these other benefitting Third-Party Lands ~~lands~~ collected by the City through subsequent Development Agreements, shall be paid to the initial Developer when collected in accordance with ~~the DEVELOPER REIMBURSEMENT section.~~ Section 2 - Developer Reimbursement.	Clarification	Revised wording for clarity.
	Costs of traffic control devices to be shared	**32c**	**-**	Where traffic control devices provided by the Developer benefit the City, the appropriate cost sharing formula shall be determined and agreed upon at the time the Development Agreement is signed and repayment shall be in accordance with the DEVELOPER REIMBURSEMENT section.	Deleted and combined with 32b (14.3)	Deletion	Parameter is being combined with another parameter for clarity.

DEVELOPER SURVEY AND PLAN REQUIREMENTS	Developer shall stake and grade lots	**45a**	-	The Development Agreement shall require the Developer to stake and grade the corners of the rear yards of the lots contiguous to a stormwater retention basin in order to facilitate inspection for construction completion and as a condition for issuance of a Construction Completion Certificate.	Deleted	Deletion	Parameter has been deleted as this does not reflect current practice.
	Developer to install survey monuments	**46**	**15.1**	The Developer shall maintain at its own cost all survey monuments within the development area, to the satisfaction of the City, and in cases where the survey monuments have been disturbed, moved, covered or mutilated in any way, or destroyed, the Developer shall cause the monuments to be replaced at his expense by a Manitoba Land Surveyor to the satisfaction of the City.	The Developer shall maintain, at its own cost, all survey monuments shown within or along the bordered limits of the associated plan(s) registered in The Winnipeg Land Title Office, and in cases where the survey monuments have been damaged, disturbed or are missing, the Developer shall cause the survey monuments to be restored or placed, at their expense, by a Manitoba Land Surveyor. Subsequent to completion of all construction and landscaping, on all properties that contain survey monuments, as determined by the City, the Developer shall pay the full costs of having all survey monuments shown within or along the bordered limits of the associated plan(s) registered in the Winnipeg Land Titles Office verified and/or restored or placed by a Manitoba Land Surveyor and shall have prepared a Plan of Survey Perpetuating Certain Monuments, confirming the position of all survey monuments, for filing in The Winnipeg Land Title Office. In certain circumstances, where all survey monuments shown within or along the bordered limits of the associated plan(s) registered in The Winnipeg Land Title Office have been found or restored to their original positions, upon approval by the City, the requirements for Plan of Survey Perpetuating Certain Monuments may be waived.	Minor	Parameter is updated to reflect current practice.
	Development agreements to include surveys and plans	**15**	**15.2**	When applicable, each development agreement shall include the following plans: a) Legal plan demarcating the Planned Area b) Master site grading plan c) General servicing plan(s) prepared by a consulting engineer showing schematically the layout of all improvements required to fully service the Planned Area and any special plans as required to enhance the understanding(s) of the development agreement.	When applicable, each development agreement ~~shall include~~ may require the following plans: ~~a)~~ i. Legal plan demarcating the Planned Area ~~b)~~ ii. Master site grading plan ~~c)~~ iii. General servicing plan(s) prepared by a consulting engineer showing schematically the layout of all improvements required to fully service the Planned Area and any special plans as required to enhance the understanding(s) of the Development Agreement.	Clarification	Revised wording for clarity.
	Developer shall provide legal survey	**45b**	-	The Development Agreement shall require that prior to the issuing of a Final Acceptance Certificate for any stormwater retention basin, the Developer shall provide an appropriate legal survey complete with legal monuments at appropriate offsets from the lot corners contiguous to the stormwater retention basin and a plan identifying horizontal and vertical extents of said monuments, which work is to be performed by a licensed Manitoba Land Surveyor, demonstrating that the rear yard legal property limits of all private lots contiguous to the retention basin correspond to the appropriate elevation of the retention basin impoundment design relative to normal water level.	Deleted	Deleted	Parameter has been deleted as this does not reflect current practice.

EASEMENTS	Developer to provide easements	**21**	**16.1**	The Development Agreement shall require the Developer, at no cost to the City, to provide easements where necessary through private lands for the installation of utilities including natural gas, hydro and telephone lines and for the installation of municipal works such as water, swales, sewer and roads. The width and location of such easements shall be identified on the construction drawings and agreed to between the City and the Developer at the time the Development Agreement is executed. These easements shall be registered in the Land Titles Office as caveats against the affected lands. The easements shall be in a form satisfactory to the City.	The Development Agreement shall require the Developer, at no cost to the City, to provide various easements, such as utility easements or vegetation easements, where necessary through private lands for the installation of utilities including natural gas, hydro and telecommunications and for the installation, maintenance, and management of municipal works and related issues such as water, swales, sewer, ~~and~~ roads, paths and snow storage. The width and location of such easements shall be identified on the construction drawings and agreed to between the City and the Developer at the time the Development Agreement is executed. These easements shall be registered in the Land Titles Office as caveats against the affected lands. The easements shall be in a form satisfactory to the City.	Clarification	Revised wording includes newer tools.
SIGNAGE	Developer to install development information signs	**49**	**17.1**	Prior to the issuance of any building permits in the Planned Area, the Developer, at no expense to the City, shall install signs at the entrances to the subdivision upon which is displayed a plan of the area showing thereon the locations of all proposed sidewalks, public walkways, park locations, prospective school sites, zoning information and future regional and collector street rights-of-way. The said signs shall be sized and maintained to the satisfaction of the City. The signs shall also advise that the location of all appurtenances such as fire hydrants, sewer manholes and street lights can be obtained from the City.	Prior to the issuance of any building permits in the Planned Area, the Developer shall, at no expense to the City, ~~shall~~ install signs at the entrances to the subdivision upon which is displayed a plan of the area showing, thereon, the locations of all proposed sidewalks, public walkways, park locations, ~~prospective school sites,~~ zoning information and future regional and collector street rights-of-way. The said signs shall be sized and maintained to the satisfaction of the City and removed upon completion of the development. ~~The signs shall also advise that the location of all appurtenances such as fire hydrants, sewer manholes and street lights can be obtained from the City.~~	Minor change	Revised wording to delete reference to school sites in keeping with Provincial policy.
PERMITS AND APPROVALS	Developer to obtain permits and approvals	**14**	**18.1**	The Developer shall take all necessary steps to obtain all required permits and approval from the City, Province and Federal governments to expediently fulfil the requirements of a Development Agreement.	-	-	-
HAUL ROADS AND FOREIGN MATERIALS	Haul roads to be designated by the City	**47**	**19.1**	During the construction of services and improvements as well as the housing/building construction period, the Developer shall direct all traffic to and from the Development Agreement area on haul roads designated by the City, and the Developer shall ensure that all vehicles hauling to and from the site do not deposit foreign materials on the surface of the public streets, lanes, boulevards and walks. The Developer shall pay for the removal of all foreign materials in the rights-of-way emanating from construction vehicles traveling to and from the Development Agreement area.	During the construction of services and improvements as well as the housing/building construction period, the Developer shall direct all traffic to and from the ~~Development Agreement area~~ Planned Area on haul roads designated by the City, and the Developer shall ensure that all vehicles hauling to and from the site do not deposit foreign materials on the surface of the public streets, back lanes, boulevards and walks. The Developer shall pay for the periodic removal of all foreign materials in the rights-of-way emanating from construction vehicles traveling to and from the ~~Development Agreement area~~ Planned Area.	Clarification	Revised wording for clarity.

LIMITED URBAN DEVELOPMENT SUBDIVISIONS	50% securities for LUD subdivisions	**16a**	-	The Developer shall file with the City a letter of credit in the amount of 50 percent of the estimated costs of constructing and installing all works required to serve the subdivision in a form and in an amount satisfactory to the City.	Deleted and covered under new Section 9.12	Significant change	This section is being simplified into a single new parameter for Limited Urban Developments (LUDs).
	No further subdivisions or servicing for LUD subdivisions	**16b**		The Developer, for itself, its successors and assigns shall be required to covenant with the City not to apply for or request a further division of any lot within the subdivision, or to request the City to extend the City waste water sewer or City watermains to the subdivision, which covenant shall be registered in the Winnipeg Land Titles Office by caveat against each lot within the subdivision.			
	Developer and successors to maintain landscaped right-of-way	**16c**		The Developer, for itself, its successors and assigns shall be required to covenant with the City to cut and maintain all areas within the landscaped street right-of-way adjacent to each lot between the traveled road surface and the property line to the satisfaction of the City, which covenant shall be registered in the Winnipeg Land Titles Office by caveat against each lot within the subdivision.			
	LUD subdivisions shall have private wastewater servicing	**16d**		The Development Agreement shall contain a clause whereby the Developer covenants and agrees that sewage disposal facilities shall be private and in accordance with the last edition of the City Sewer By-Law and amendments thereto and water supply facilities shall be private and the City shall not be charged with any duties or responsibilities related to any aspect thereof. [revise and edit to consider incorporating with 16b]			
	Conditions for LUD subdivisions	**43d**		d) All ditches including the construction of drainage ditches, outflows to other streams and existing ditches, rip-rap and related works shall be constructed by the Developer. The minimum grade of all ditches shall be 0.10 percent with a minimum depth of 0.6 metre and side slopes not greater than 3:1 on the roadway side. The ditch grade depth, and side slopes in addition to the diameter, length and type of culverts to be used shall be to the satisfaction of the City.			
	Conditions for LUD subdivisions	**43e**		e) The Developer shall seed with grass all non-surfaced areas within the road right-of-way including ditch side slopes, to the satisfaction of the City.			
	Conditions for LUD subdivisions	**43f**		f) The Developer shall install all electrical services to the subdivision with overhead electric lines including pole-mounted street lights located to the satisfaction of the City.			
	Conditions for LUD subdivisions	**43g**		g) The following conditions shall apply in "RR-2" Districts in cases where a development fronts only on an existing improved graveled boundary road: i. The Developer shall pay to the City in cash its share of the cost of upgrading/maintaining the roadway to an "oiled gravel surface" as determined by the City. ii. The rate of payment shall be determined annually by the City but shall generally be equal to 1/3 of the local improvement rate for an asphalt payment.			

	Developer responsible for establishment of seeded areas	**48a**		The Developer shall cut and maintain the said seeded area until the growth of grass has been well established and until the house on which the grassed areas fronts has been occupied by a purchaser, provided that after such occupation the Developer has made any repairs necessitated by inadequate growth of grass or maintenance, all of which shall be to the satisfaction of the City.			
	Developer responsible for maintenance period	**48b**		Maintenance The Developer shall, at no cost to the City, maintain all works to be constructed or installed under the Development Agreement including additional applications of dust inhibitors to the satisfaction of the City during constructing and for a period of three years following the issuance of a Completion Certificate by the City of Winnipeg, in the case of A-5 districts and for a period of one year after the issuance of a Completion Certificate in the case of RR-2 districts.			
LIMITED URBAN DEVELOPMENT SURFACE CONSTRUCTION OBLIGATIONS	Developer to pay for LUD roads to a specification	**43a** **43b** **43c**	-	The City may, in certain designated areas, approve subdivisions requiring the Developer to pay the full cost of constructing and installing gravel streets for A-5 Districts and rural/highway type asphalt surface streets for RR2-Districts together with ditches, culverts and all other related works for both districts as may be required by the City to serve the subdivision subject to the following conditions: a) All road beds shall be constructed with a minimum traveling surface width of 7.5 metres, with a minimum shoulder width of 1.5 metres on either side of the traveled roadway, the construction which shall be to the satisfaction of the City. b) In A-5 District, the roadway shall be surfaced with a 150 millimetre thick application of aggregate overlaying a minimum 300 millimetre thick compacted sub-base which sub-base shall be of a material, width, depth and density as determined by the City. c) In RR-2 Districts, the roadway shall be surfaced as follows over a period of 3 years. § Year 1- The earth grade portion of the roadway shall be constructed and surfaced with a 225 millimetre thick application of stabilized base course to a width, depth and density as determined by the City and the surface treated with a dust inhibitor, the frequency of which shall be as determined by the City. § Year 2- The roadway shall be surfaced with a base course of a 50 millimetre application of aggregate and the surface treated with a dust inhibitor as required by the City. § Year 3- A 50 millimetre application of aggregate base shall be compacted on the roadway and the roadway surface shall be constructed to a width of 7.5 metres with a 75 millimetre in thickness application of asphalt together with shoulder treatments	Deleted	Significant Change	The section on LUDs requires simplification; standards will be contained in a standards document rather than in the DAPS

Contents

1 PURPOSE 5
1.1 DAPs serve as a guideline 5
1.2 DAPs do not restrict councillor's duties 6
2 DEVELOPER REIMBURSEMENT 6
2.1 City can recover cost for developer investment in services 6
2.2 City can recover cost for precinct plans 6
2.3 Interest added to developer re-imbursement 6
2.4 Repayment to developer subject to city capital funding 7
3 COST RECOVERIES 7
3.1 Developer can initiate a local improvement 7
3.2 Avoiding servicing along boundary roads 7
3.3 City may recover through future applications 7
3.4 City may allow for bridge financing 8
3.5 City may request development control strip 8
4 INSURANCE AND SECURITIES 8
4.1 City shall require contractors be licensed and insured 8
4.2 Developer shall provide and maintain securities 8
4.3 City may allow consolidated securities 9
4.4 Developer securities shall include Builders' Liens 9
5 CONSULTANT AND ADMINSTRATIVE FEES 9
5.1 Developer shall pay for the cost of consulting services 9
5.2 Developer shall pay an administrative fee 9
6 MAINTENANCE AND WARRANTIES 9
6.1 Maintenance and warranty period commencement 9
6.2 Water, wastewater and land drainage warranty periods 9
6.3 Road and sidewalk warranty periods 10
6.4 Boulevard sodding MAINTENANCE AND WARRANTY 10
6.5 Public reserve improvements 10
6.6 Warranty for other services, structures and improvements 10
7 LAND REQUIREMENTS 10
7.1 Developer to provide land for street rights-of-way 10
7.2 Developer to provide land for street widenings 11
7.3 Developer to transfer lands for land drainage flow 11
7.4 Developer to provide access to stormwater management facilities 11
7.5 Developer to dedicate land for parks purposes 11
7.6 Developer to provide land for floodproofing 11
7.7 Developer to provide land for other city purposes 11

8 LAND COST OBLIGATIONS 12
8.1 Developer to share cost of street rights-of-way 12
8.2 Developer to pay share of purchased rights-of-way 12
9 SURFACE CONSTRUCTION OBLIGATIONS 12
9.1 Developer to construct street and back lane pavements 12
9.2 Developer to construct required transit facilities 12
9.3 Developer to construct boulevards 12
9.4 Developer to construct public walks and related infrastructure 13
9.5 Developer to construct sidewalks and pathways 13
9.6 Developer to construct temporary access roads 13
9.7 Developer to install underground shallow utilities 13
9.8 Developer to install serviced frontage 13
9.9 Developer to grade, level and vegetate stormwater management facilities 13
9.10 Developer to install fencing 13
9.11 Developer to provide park landscaping and improvements 14
9.12 Developer to grade, level and vegetate ditches 14
9.13 Developer to install surface works 14
9.14 Developer to install works adjacent to rail lines 14
9.15 Developer to construct access roads 15
10 SURFACE WORKS PAYMENT OBLIGATIONS 15
10.1 Developer to construct or pay for access roads 15
10.2 Developer to pay for or construct one lane of arterial roads 15
10.3 Developer to pay for traffic control devices 15
10.4 Developer to install or pay for street lighting 15
10.5 Developer to pay for signs 15
10.6 Developer to provide cash-in-lieu of parkland dedication 15
10.7 Developer to provide cash-in-lieu of partial parkland dedication 16
11 UNDERGROUND CONSTRUCTION OBLIGATIONS 16
11.1 Developer to construct wastewater sewers 16
11.2 Developer to construct lateral land drainage sewers 16
11.3 Developer to construct water mains 17
11.4 Developer to construct lot line connections 17
11.5 Developer to construct regional land drainage trunk facilities as required 17
11.6 Floodproofing to be specified in the Development Agreement 17
11.7 Developer to pay for previously installed services as relevant 17
11.8 City to reimburse developer for wastewater oversizing 18
11.9 Trunk Service Rate to be calculated for regional land drainage facilities 18
12 AREA CHARGES AND RECOVERIES 18
12.1 Area charges may be calculated for shared costs 18

13 CITY REIMBURSEMENT OBLIGATIONS 18
13.1 City to reimburse developer for certain payments 18
13.2 City to reimburse developer for pavement oversizing 19
13.3 City to recover costs from benefitting Third-Party Lands 19
13.4 City to reimburse developer for certain regional streets 19
14 COST SHARING 19
14.1 Cost shared items shall reflect competitive tenders 19
14.2 Costs of regional street improvements to be shared 19
14.3 Costs of traffic control devices may be shared 20
15 DEVELOPER SURVEY AND PLAN REQUIREMENTS 20
15.1 Developer to install survey monuments 20
15.2 Development agreements to include surveys and plans 20
16 EASEMENTS 20
16.1 Developer to provide easements 20
17 SIGNAGE 21
17.1 Developer to install development information signs 21
18 PERMITS AND APPROVALS 21
18.1 Developer to obtain permits and approvals 21
19 HAUL ROADS AND FOREIGN MATERIALS 21
19.1 Haul roads to be designated by the City 21

Definitions

Final Acceptance:
Generally, Final Acceptance of any individual improvement, obligation or responsibility requires that the item has been completed satisfactorily and 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 improvement, obligation or responsibility, stipulated in a Development Agreement, shall be formally acknowledged by the release of the security that is in place guaranteeing the specific item. Final Acceptance of the entire Development Agreement shall be acknowledged by the final release of all securities and by a separate formal "Final Acceptance" Certification for:

(1) Water, Wastewater and Land Drainage Works
(2) Stormwater Management Facilities
(3) Street and Back Lane Pavement
(4) Sidewalks and Pathways,
(5) Boulevard Landscaping,
(6) Park Landscaping and Improvements, and
(7) Other Services, Structures or Improvements.

Interceptor Sewer Main:
"Interceptor Sewer Main" is as defined in the *Sewer By-law 106/2018.*

Land Value:
"Land Value" is determined by the City annually based upon the appraised market value of raw acreage that has imminent development potential.

Local Improvement:
A "Local Improvement" is as defined in the City of Winnipeg Local Improvement By-law 98/72.

Net Planned Area:
"Net Planned Area" means all land within the Planned Area excluding property acquired by the City for stormwater management facilities including impoundment areas and sloped areas, Regional Street road allowances including any widening reserves, and land drainage flow conveyances.

Planned Area:
"Planned Area" means all the land described in the development application and/or as defined through the development application process and outlined in any relevant Schedules attached thereto.

Regional Street:
"Regional Street" means those streets listed in Schedule "E" of the most recent City of Winnipeg Streets By-law No. 1481/77.

Structures:
"Structures" means any building, bridge, culvert, berm, entrance feature, public art installation, or other structure, as required by the City as a condition of approval of the development application, as a part of any approved Plan.

Substantial Performance:
"Substantial Performance" means Substantial Performance as defined in *The Builder's Liens Act*. It includes certification by a consulting engineer and/or landscape architect acting in accordance with a Development Agreement and thereafter approved by the City, in accordance with the following:

Works required to be constructed by a Developer, as stipulated in the Development Agreement, may be separately certified in the categories of:

(1) Water, Wastewater and Land Drainage Works
(2) Stormwater Management Facilities
(3) Street and Back Lane Pavements
(4) Sidewalks and Pathways,
(5) Boulevard Landscaping,
(6) Park Landscaping and Improvements, and
(7) Other Services, Structures or Improvements.

Third-Party:
"Third-Party" means a party other than a party named in the Development Agreement.

Third-Party Lands:
"Third-Party Lands" means lands beyond the Planned Area or lands belonging to a party not named in the applicable Development Agreement.

Total Performance:
"Total Performance" means 100% completion as certified by a consulting engineer and/or landscape architect, acting in accordance with a Development Agreement and thereafter approved by the City.

1 PURPOSE

1.1 DAPs SERVE AS A GUIDELINE

The *Development Agreement Parameters* (DAPs) express general policy of the City in respect of public infrastructure required for land development, particularly greenfield development. The DAPs are intended to be implemented in a manner that is coordinated with the City's development plan, *OurWinnipeg 2045*, and supporting plans and strategies, such as the *Complete Communities Direction Strategy 2.0*. The DAPs serve therefore as a guideline for the City's Public Service and Developers in formulating Development Agreement conditions for consideration by City Council or its delegated authority. Each development is governed by its respective Development Agreement, not by these guidelines, though experience indicates that the DAPs are followed with few exceptions.

The purpose of the Development Agreement Parameters is also to ensure that all parties pay their equitable share of the costs of development, that Development Agreement obligations are consistent for all developments, and that development occurs in accordance with the current City of Winnipeg specifications and standards.

The Development Agreement Parameters were prepared in accordance with three overarching principles that, together, promote better city-building and competitiveness:

- Transparency - Responsibilities and content of the parameters are predictable, and the rationale for each parameter is widely understood.
- Equity—The parameters are intended to be applied equally and fairly, regardless of reputation or working relationship.
- Consistency – The parameters are applied consistently, with an opportunity for flexibility where appropriate.

1.2 DAPs DO NOT RESTRICT COUNCILLOR'S DUTIES

The *Development Agreement Parameters* deal within the limits of the Public Service's powers to make recommendations on cost recovery for the works provided by the City or by a Developer. The Public Service can only make its best recommendations within the limits of the relevant by-laws. Each Councillor's duty, as a decision-maker, is to vote on each development, respecting development cannot be limited by the *Development Agreement Parameters*.

For example, where a future cost recovery depends on a majority vote of Council to enact a by-law levying Local Improvement charges or to approve a subdivision with development conditions that include cost recoveries, the majority vote will determine what the City may recover, within the upper limit of what lawfully can be recovered. Only the Development Agreement, signed by a subsequent Developer, can impose an obligation for payment, and not these *Development Agreement Parameters* or the original development.

2 DEVELOPER REIMBURSEMENT

2.1 CITY CAN RECOVER COST FOR DEVELOPER INVESTMENT IN SERVICES

Where the property of a Third-Party directly benefits from services installed by a Developer, and no Local Improvement by-law has been enacted, the City may covenant in the Development Agreement to reimburse the Developer for the actual cost of that benefit. The actual cost shall be first verified by the City. When the actual cost is not available, the cost recovery may be at the relevant Local Improvement rates applicable during the year of recovery.

2.2 CITY CAN RECOVER COST FOR PRECINCT PLANS

Where the land of a Third-Party directly benefits from a precinct or secondary plan, prepared by a Developer or the City, the City may covenant in the Development Agreement to endeavour to collect a cost recovery being the actual cost of preparing the plan. The actual cost shall be first verified by the City. The cost recovery may be paid by the Third-Party directly to the Developer or through the City.

2.3 INTEREST ADDED TO DEVELOPER RE-IMBURSEMENT

Interest will be added and reimbursed, based on actual costs and compounded annually from the first anniversary of submission of a detailed cost breakdown, to the date of payment at a rate equal to:

i. the City's capital borrowing rate, being the effective rate payable by the City on its debenture issued immediately preceding the date of substantial completion; or
ii. the increased value of the services in accordance with the Consumer Price Index (all Items), for the City of Winnipeg.

2.4 REPAYMENT TO DEVELOPER SUBJECT TO CITY CAPITAL FUNDING

A Development Agreement may provide that, where the land of a Third-Party directly benefits from services installed by the Developer, as determined by the City, the City shall, in accordance with the DAPs, pay to the Developer the cost and interest as described in Section 2.1 and 2.3 within a reasonable timeframe, subject to and upon capital funding being approved for that payment.

3 COST RECOVERIES

3.1 DEVELOPER CAN INITIATE A LOCAL IMPROVEMENT

A Developer may initiate a local improvement process to recover the costs of services and improvements fronting and directly benefitting third-party lands. Upon enaction of the required by-law and approval of funds in the City Capital Budget, the City will pay to the Developer the cost of improvements benefitting the Third-Party Lands based on the Developer's cost, up to an amount as per the *Local Improvement By-law.*

3.2 AVOIDING SERVICING ALONG BOUNDARY ROADS

Whenever applying for subdivision approval, the Developer should avoid servicing of boundary roads in order to avoid cost recoveries. When Council defers a *Local Improvement by-law*, except subject to deferment of Local Improvement levies, Council may do so subject to the Developer funding all costs of deferral.

3.3 CITY MAY RECOVER THROUGH FUTURE APPLICATIONS

Where the Developer, at their own expense, installs underground services to or through the Planned Area that benefit Third Parties, and the services are not installed under a local improvement by-law, the Development Agreement may require the City to recover costs for the Developer as follows:

i. From future Developers for oversized services, their proportionate share of the oversize costs; and/or
ii. From private owners who have been un-serviced and directly benefit from newly installed servicing, their share of the costs in accordance with the Water or Sewer by-law, prior to connection to or use of the installed services; and/or
iii. From private owners who are currently serviced and directly benefit from a greater capacity in upsized services, their share of the costs in accordance with the Water or Sewer by-law, prior to connection to or use of the installed services.

Repayment will be in accordance with Section 2 – Developer Reimbursement.

3.4 CITY MAY ALLOW FOR BRIDGE FINANCING

Where the installation of wastewater interceptors, feeder mains, force mains, wastewater lift stations, street pavements, rapid transit infrastructure and/or other municipal services (except regional land drainage facilities) are required, and where City capital funding cannot be provided, the Council of the City of Winnipeg may approve, under a separate agreement, bridge financing by the Developer in accordance with the following conditions:

i. The Developer shall pay the full cost to construct the required services;
ii. The proposed development must be located within areas of acceptable urban expansion;
iii. The Services to be installed will be as agreed upon between the Developer and the City to serve the benefitting Third-Party lands; and
iv. The City may agree, in a Development Agreement, on a repayment schedule based upon approved capital funding in the future from City budgets and collection of funds from future development areas. Such repayment shall be in accordance with Section 2 – Developer Reimbursement.

3.5 CITY MAY REQUEST DEVELOPMENT CONTROL STRIP

Where a requested *Local Improvement by-law* is not enacted or another more appropriate cost recovery mechanism is not identified, a development control strip may, where possible, be created on a plan with title in the name of the City. The control strip functions as notification to the City of a Development Agreement covenant, by the City, to make future cost recoveries from the subsequent developers for services installed by an initial Developer.

4 INSURANCE AND SECURITIES

4.1 CITY SHALL REQUIRE CONTRACTORS BE LICENSED AND INSURED

The Development Agreement shall require that Developer-employed contractors, performing work on City streets and back lanes, under the terms of the Development Agreement, be licensed by the City annually. The contractor shall file with the City annually, at the time of purchase of a license, a contractor's liability insurance policy to provide coverage in an amount and form satisfactory to the City. The Developer shall provide such evidence to the City for each contractor employed.

Additional insurance policy scope, amount and/or updated form may be required for works in locations beyond City jurisdiction.

4.2 DEVELOPER SHALL PROVIDE AND MAINTAIN SECURITIES

The Development Agreement shall require that the Developer 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 force and effect, the City shall review the security requirements on a regular basis and request/authorize an adjustment to amounts, as warranted.

4.3 CITY MAY ALLOW CONSOLIDATED SECURITIES

The Developer, upon request to the City, may be allowed to provide one overall performance security which would provide coverage for more than a single Development Agreement. The form and amount shall be as agreed from year to year by the Developer and the City.

4.4 DEVELOPER SECURITIES SHALL INCLUDE BUILDERS' LIENS

The Development Agreement shall require that the Developer provide and maintain security in forms and amounts satisfactory to the City in respect of builders' liens, such security to be promptly released by the City upon expiry of lien periods.

5 CONSULTANT AND ADMINSTRATIVE FEES

5.1 DEVELOPER SHALL PAY FOR THE COST OF CONSULTING SERVICES

The Development Agreement shall provide that the Developer shall pay the cost for qualified consulting services, for the servicing of the Planned Area and benefitting Third-Party Lands. The developer's consultants are required to ensure all the City's requirements and standards are met, including operation and maintenance considerations. The Developer's assignment of the consultant services shall be satisfactory to the City and not unreasonably withheld.

5.2 DEVELOPER SHALL PAY AN ADMINISTRATIVE FEE

The Developer shall pay to the City, prior to the release of subdivision mylars, an administrative fee to defray administrative costs of the Development Agreement.

6 MAINTENANCE AND WARRANTIES

6.1 MAINTENANCE AND WARRANTY PERIOD COMMENCEMENT

The Development Agreement shall provide for Maintenance and Warranty periods as outlined in this section, to commence on the date of Substantial Performance or the date of Total Performance, whichever is appropriate.

These dates, as previously defined, shall be the dates on which the Consulting Engineer and/or Landscape Architect, responsible for providing the certification, delivers the appropriate Performance Certificates to the City. It is understood that the completion status is to be confirmed by formal inspection arranged by the consultant and attended by the applicable representatives of the City to ensure that the works are satisfactory.

6.2 WATER, WASTEWATER AND LAND DRAINAGE WARRANTY PERIODS

The Development Agreement shall require the Developer to maintain the following improvements to the satisfaction of the City for the periods listed below, from the date of issuance of relevant Total Performance Certificates:

i. Water mains: One year

ii. Wastewater sewers: One year
iii. Service connections: One year following turn-on for domestic purposes
iv. Land Drainage Systems: (excluding Stormwater Management Facilities): One year
v. Stormwater Management Facilities: Both Warranty periods beginning on the date of Substantial Performance of vegetation planting:
- Two years for physical construction of the Stormwater Management Facilities, including excavation and hard infrastructure; and
- Five years for vegetation planting.

6.3 ROAD AND SIDEWALK WARRANTY PERIODS

The Developer shall be responsible for maintaining the following improvements to the satisfaction of the City for the periods listed below, from the date of issuance of relevant Total Performance Certificates (where required):

i. Street and Back Lane Pavements: One year
ii. Sidewalks and Walkways: One year

6.4 BOULEVARD SODDING MAINTENANCE AND WARRANTY

The Developer shall be responsible for maintaining the sodding of boulevards, for one year, in accordance with the City's Sodding Maintenance Guidelines.

6.5 PUBLIC RESERVE IMPROVEMENTS

The Developer shall be responsible for maintaining all improvements and amenities installed in the Public Reserve, for two years, in accordance with the *Parks Maintenance Guidelines.*

6.6 WARRANTY FOR OTHER SERVICES, STRUCTURES AND IMPROVEMENTS

Warranty periods for Developer installed services, structures and/or improvements, not explicitly covered in Clauses 6.2 to 6.5, but required as a condition of approval by Council or its delegated authority, shall be determined by the City and included in the Development Agreement or a stand-alone maintenance agreement.

7 LAND REQUIREMENTS

7.1 DEVELOPER TO PROVIDE LAND FOR STREET RIGHTS-OF-WAY

The Development Agreement shall require the Developer to dedicate to the City, at no cost, street rights-of-way within the Planned Area to accommodate streets, corner cuts, frontage roads, back lanes, sidewalks, walkways, pathways, sound attenuation facilities, and transit services, as designated by the City. This may include adequate right-of-way widths for streets that require ditch drainage, rural street cross sections, large diameter sewers, active transportation pathways, and any other requirements, in keeping with the latest available *Transportation Standards Manual* or City-approved alternative.

7.2 DEVELOPER TO PROVIDE LAND FOR STREET WIDENINGS

The Development Agreement may require the Developer to dedicate lands designated by the City as required, for widening of streets which form part or all of the boundary of the subdivision and/or for widening collector streets providing direct access from the subdivision to the Regional Street system, together with right-of-way widenings for right-turn cut-offs, storage back lanes and/or corner cuts necessary in the opinion of the City to serve the subdivision. Where the lands required for rights-of-way are owned by the Developer but will not benefit the Developer's immediate subdivision, the City shall buy the subject lands at a price in accordance with the Section 2 – Developer Reimbursement.

7.3 DEVELOPER TO TRANSFER LANDS FOR LAND DRAINAGE FLOW

Where a Planned Area features a river or creek, the Development Agreement may require that the Developer transfer to the City all those lands required for land drainage flow, at a price as negotiated with the City.

7.4 DEVELOPER TO PROVIDE ACCESS TO STORMWATER MANAGEMENT FACILITIES

The Developer shall provide land for public access and maintenance purposes, either from a public street or through an established park, for any development with a stormwater management facility. The stormwater management facility land area is understood to be below the top of the facility/basin slope, less private lands.

7.5 DEVELOPER TO DEDICATE LAND FOR PARKS PURPOSES

a) The Developer shall dedicate a minimum of 10% of the net area for public park purposes; or shall dedicate a minimum of 8% of the Net Area for public park purposes with the remaining required dedication deemed to have been satisfied by the provision of Landscaping and Improvements to the public park, as described in Section 9.11 – Developer to Provide Park Landscaping and Improvements" and- as approved by the City. Dedication shall not be granted for lands deemed non-eligible in the *Winnipeg Parks Strategy*.

b) If land is not dedicated for public park purposes the Developer shall provide a cash payment as described in Sections 10.6-10.8.

7.6 DEVELOPER TO PROVIDE LAND FOR FLOODPROOFING

The Development Agreement may require the Developer to provide land required to accommodate the primary dike or other flood protection works.

7.7 DEVELOPER TO PROVIDE LAND FOR OTHER CITY PURPOSES

The City may require land dedication and/or conveyance for City purposes other than those listed in Sections 7.1 – 7.6. The required City purpose shall be identified in the Development Application administrative report and shall not exceed 1.0 acre in size. In the event that the land is not used for its intended purpose within 10 years, it shall revert back to the Developer. The City may not request a cash-in-lieu payment as an alternative.

When land dedication and/or conveyance under this parameter provides regional benefit, the City will:

- Purchase from the Developer, the amount of land which provides benefit beyond the Planned Area at the Land Value rate, and
- Receive the balance of the land which benefits the Planned Area (if any) as land dedication and/or conveyance.

8 LAND COST OBLIGATIONS

8.1 DEVELOPER TO SHARE COST OF STREET RIGHTS-OF-WAY

The Development Agreement may require the Developer to pay some or all of the cost of acquisition of street rights-of-way outside the Planned Area, designated by the City as having been acquired and/or as required to provide access from the subdivision to the Regional Street system. The cost of the land shall be in accordance with "Section 2 – Developer Reimbursement."

8.2 DEVELOPER TO PAY SHARE OF PURCHASED RIGHTS-OF-WAY

The Development Agreement may require the Developer to contribute some or all of the cost of right-of-way or road widening reserve, purchased previously by the City, within the Planned Area. which the Developer would have been required to dedicate under the terms of the *Development Agreement Parameters* had the City not purchased the land from the Developer or from a previous owner or owners. The cost of the land shall be in accordance with Section 2 – Developer Reimbursement.

9 SURFACE CONSTRUCTION OBLIGATIONS

9.1 DEVELOPER TO CONSTRUCT STREET AND BACK LANE PAVEMENTS

The Development Agreement may require the Developer to construct, in all street and back lane rights-of-way within the Planned Area, pavements as the City may designate, in accordance with the *City Standard Construction Specifications, Transportation Standards Manual* or a City-approved alternative.

9.2 DEVELOPER TO CONSTRUCT REQUIRED TRANSIT FACILITIES

The Development Agreement may require the Developer to construct bus stop platforms, as defined in the *Accessibility Design Standards*, benefitting the Planned Area at locations designated by the City, in accordance with *Winnipeg Transit Bus Stop Placement and Design Guidelines* and any other applicable City standards.

9.3 DEVELOPER TO CONSTRUCT BOULEVARDS

The Developer shall install all works, as required through approved plans, in accordance with the *City Standard Construction Specifications*, including but not limited to; pavement, unit paving stones or sod, grading and levelling, and planting trees in all road allowance right-of-way boulevards, cul-de-sac islands, roundabouts, and medians including those

between a collector street and a service/frontage road leading to or within the Planned Area.

9.4 DEVELOPER TO CONSTRUCT PUBLIC WALKS AND RELATED INFRASTRUCTURE

The Development Agreement may require the Developer to construct the following improvements within or adjacent to public walkways in the Planned Area: infrastructure improvements such as sidewalks of such width as the City may require, signage, fencing, multi-use pathways, bollards, ornamental lighting, and appropriate landscaping between the sidewalk and private property lines.

9.5 DEVELOPER TO CONSTRUCT SIDEWALKS AND PATHWAYS

The Development Agreement may require the Developer to construct and install sidewalks and pathways along street rights-of-way, of such width and depth as the City may designate, and which will be shown on schedules of the Development Agreement, at the time of execution.

9.6 DEVELOPER TO CONSTRUCT TEMPORARY ACCESS ROADS

The Development Agreement may require the Developer to construct and maintain temporary access roads into the Planned Area, during the course of construction, to the satisfaction of the City. A conceptual phasing plan may be included as an Appendix to the Development Agreement.

9.7 DEVELOPER TO INSTALL UNDERGROUND SHALLOW UTILITIES

The Development Agreement shall require the Developer to provide and arrange for the installation of all underground shallow utilities, which may include, but not be limited to, electrical, telecommunications, gas, and cable television services to be installed underground except where the respective utility and the City determine that it is unreasonable to do so.

9.8 DEVELOPER TO INSTALL SERVICED FRONTAGE

The Developer shall install a minimum of 100 feet of serviced frontage for each acre of dedicated park land as required.

9.9 DEVELOPER TO GRADE, LEVEL AND VEGETATE STORMWATER MANAGEMENT FACILITIES

The Developer shall grade, level and vegetate all Stormwater Management Facilities in accordance with plans and specifications approved by the City.

9.10 DEVELOPER TO INSTALL FENCING

The Development Agreement may require the Developer to install fencing to delineate public land within or directly adjacent to the Planned Area, as determined by the City.

9.11 DEVELOPER TO PROVIDE PARK LANDSCAPING AND IMPROVEMENTS

a) The Development Agreement may require the Developer to provide the following standard landscaping and improvements within the Public Reserve(s), in accordance with *Park Development Guidelines, Park Standards* and plans and specifications all as approved by the City:

i. Grade, level and vegetate;
ii. Install the appropriate water service;
iii. Construct primary pathways;
iv. Provide tree plantings in accordance with the Winnipeg Urban Forest Strategy;
v. Install or pay a share of, core amenities (e.g. playground, picnic area, and multiple use space) in accordance with the Winnipeg Parks Strategy catchment target level of service and the Park Development Guidelines.

b) If the land is not dedicated for public park purposes or if only partial land is dedicated, the Developer shall compensate the City by way of additional site amenities or by the provision of a cash payment, prior to the release of subdivision mylars by the City, in accordance with Section 10.6-10.8.

c) Where core amenities provided by a Developer benefit adjacent areas or the City-at-large, the appropriate cost sharing formula shall be agreed upon at the time the Development Agreement is signed. Any repayment from these other benefitting Third-Party lands collected by the City through subsequent Development Agreements, shall be paid to the initial Developer when collected in accordance with Section 2 – Developer Reimbursement.

9.12 DEVELOPER TO GRADE, LEVEL AND VEGETATE DITCHES

The Developer shall grade, level and vegetate all ditches and swales in accordance with plans and specifications approved by the City. The Developer may, for itself, its successors and assignees, be required to covenant with the City to cut and maintain all areas within the landscaped street right-of-way adjacent to each lot between the travelled road surface and the property line, which covenant shall be registered in the Winnipeg Land Titles Office by caveat against each lot within the subdivision.

9.13 DEVELOPER TO INSTALL SURFACE WORKS

The Developer shall be required to construct and pay for surface works, as outlined in any relevant approved plans for the Planned Area.

9.14 DEVELOPER TO INSTALL WORKS ADJACENT TO RAIL LINES

Where a Planned Area is adjacent to a rail line, the Development Agreement may include a requirement for fencing or other means of meeting anti-whistling requirements established by any relevant external regulation.

9.15 DEVELOPER TO CONSTRUCT ACCESS ROADS

The Development Agreement may require the Developer to construct designated access roads and/or modifications to existing streets outside the Planned Area, in accordance with City Standard Construction Specifications. Cost recoveries to the Developer shall be in accordance with Section 2 – Developer Reimbursement.

10 SURFACE WORKS PAYMENT OBLIGATIONS

10.1 DEVELOPER TO CONSTRUCT OR PAY FOR ACCESS ROADS

The Development Agreement may require the Developer to pay for designated access roads and/or modifications to existing streets outside the Planned Area, in accordance with *City Standard Construction Specifications.* Except where area charges are in effect, the Development Agreement may require the Developer to pay a share of the cost of previously constructed access roads to serve the Planned Area.

10.2 DEVELOPER TO PAY FOR OR CONSTRUCT ONE LANE OF ARTERIAL ROADS

Excepting where area charges are in effect, where a development borders on an arterial road, the Developer shall pay the cost of constructing one lane of pavement together with a share of the land drainage, sidewalks, landscaping, street lighting, and intersection improvements and modifications as per the *City Standard Construction Specifications*.

10.3 DEVELOPER TO PAY FOR TRAFFIC CONTROL DEVICES

The Developer shall pay for their share of any required modifications to existing and/or installation of new traffic control devices such as traffic signals, railway crossing protection, overhead signs, pedestrian control devices, and other traffic signs required within, or required to serve, the Planned Area.

10.4 DEVELOPER TO INSTALL OR PAY FOR STREET LIGHTING

The Developer shall pay the capital cost of installing, cause to be installed, lighting, to City accepted standards guided by the current *TAC Guide for the Design of Roadway Lighting*, on all streets and back lanes within the Planned Area. The Developer may cause to be installed lighting for pathways and walkways within the Planned Area.

10.5 DEVELOPER TO PAY FOR SIGNS

The Development Agreement shall require the Developer to pay for City approved permanent standard reflectorized street name and traffic control signage, at each intersection in the Planned Area or required to serve the Planned Area.

10.6 DEVELOPER TO PROVIDE CASH-IN-LIEU OF PARKLAND DEDICATION

If land is not dedicated for public park purposes, the Developer shall provide a cash-in-lieu payment representing 10% of the Planned Area value, as determined by the City and

prior to the release of subdivision mylars by the City. A cash-in-lieu payment is not required where land was dedicated to the City for public parks purposes, or a previous cash-in-lieu payment was made, through an underlying development application within the past 30 years. The cash-in-lieu exemption period may be extended by an additional 10 years (40 years total) where the Developer (or its subsidiary/related company) for the Planned Area remains unchanged. The methodology used to calculate the Planned Area value, and the Land Value itself, shall be publicly available, and the Land Values shall be updated annually and approved by Council.

10.7 DEVELOPER TO PROVIDE CASH-IN-LIEU OF PARTIAL PARKLAND DEDICATION

If the full amount of land is not dedicated for public park purposes or if park landscaping and improvements are not required, the Developer shall provide a cash payment as and when determined by the Director of Property and Development, in accordance with the following:

i. The value of the potential amount of public park dedication (i.e. 8% of the net area of the Development Application) less the amount of public park dedicated; and
ii. The value of the potential amount of street frontage calculated based upon the formula in Section 9.8, multiplied by the City's annual Local Improvements By-law rates for construction of services; and
iii. The value of the potential amount of public park dedication multiplied by the City's annual rates for installation of sodding, irrigation equipment and land drainage systems, as determined by the City.

11 UNDERGROUND CONSTRUCTION OBLIGATIONS

11.1 DEVELOPER TO CONSTRUCT WASTEWATER SEWERS

The Development Agreement may provide that the Developer shall construct and install all wastewater sewers complete with manholes and appurtenances, thereto, as required, to serve the Planned Area, and including services and facilities benefitting Third-Party lands for the conveyance of wastewater from the Planned Area to the existing wastewater collection system, as necessary. The City shall in no case be liable for additional capacity costs of wastewater sewers that are 300 mm (12 inches) internal diameter or less.

11.2 DEVELOPER TO CONSTRUCT LATERAL LAND DRAINAGE SEWERS

The Development Agreement may provide that the Developer shall construct and install all lateral local land drainage sewers complete with manholes and appurtenances thereto, required to serve the Planned Area, and including services and facilities benefitting Third-Party Lands for the conveyance of land drainage runoff from the subdivision to the existing land drainage collection system, if necessary.

11.3 DEVELOPER TO CONSTRUCT WATER MAINS

The Development Agreement may provide that the Developer shall construct and install all water mains and appurtenances thereto, required to serve the Planned Area, and including services and facilities benefitting Third-Party Lands for the connection from the Planned Area to the existing water distribution system, if necessary. When the services benefit any benefitting Third-Party Lands, the City shall repay the Developer in accordance with Section 2 – Developer Reimbursement. The City shall, in no case, be liable for additional capacity costs of water mains that are 250 mm (10 inches) in diameter or less.

11.4 DEVELOPER TO CONSTRUCT LOT LINE CONNECTIONS

The Development Agreement may require the Developer to construct and install required wastewater and water lot line connections from the sewer and water mains to service all single-family and two-family lots within the Planned Area, as determined by and to the satisfaction of the Director of Water and Waste.

11.5 DEVELOPER TO CONSTRUCT REGIONAL LAND DRAINAGE TRUNK FACILITIES AS REQUIRED

The Development Agreement may provide that the Developer shall construct and install the regional land drainage facilities and appurtenances to serve the Planned Area and including services and facilities in benefitting Third-Party Lands for the conveyance of land drainage runoff from the Planned Area to the existing regional land drainage system as required.

11.6 FLOODPROOFING TO BE SPECIFIED IN THE DEVELOPMENT AGREEMENT

Notwithstanding applicable floodproofing regulations pursuant to the *City of Winnipeg Charter*, as amended, and *Designated Floodway Fringe Area Regulations* (226/91, and as amended) concerning proposed developments within the designated Floodway Fringe and Floodway Areas, the Development Agreement shall specify whether flood protection shall consist of the floodproofing of individual units, or of the construction of a primary dike system, as directed by and to the satisfaction of the City.

11.7 DEVELOPER TO PAY FOR PREVIOUSLY INSTALLED SERVICES AS RELEVANT

The Development Agreement may require that the Developer pay for local municipal services that the City and/or a third-party has previously constructed, or that are to be constructed in the future, and which directly benefit the proposed Planned Area. The costs shall be determined by the Director of Water and Waste and shall be specified in the Development Agreement at the time that the agreement is to be executed by the Developer, or earlier. A security may be posted in lieu of immediate payment for future services that are to be constructed by the City and/or a Third-Party. If a security is posted in lieu of payment both the payment due and the security will be adjusted annually to reflect current dollar value.

11.8 CITY TO REIMBURSE DEVELOPER FOR WASTEWATER OVERSIZING

Where the City requires a water main, wastewater sewer and/or land drainage sewer to be larger than necessary to serve the Planned Area, the necessary calculations shall be made to the satisfaction of the City to determine the cost of additional capacities to be provided by the Developer. The costs of additional capacity agreed to in the Development Agreement shall be adjusted to actual costs once construction and costing thereof is completed and repayment shall be in accordance with Section 2 – Developer Reimbursement.

11.9 TRUNK SERVICE RATE TO BE CALCULATED FOR REGIONAL LAND DRAINAGE FACILITIES

Where the City requires the Developer to construct the regional land drainage facilities to serve the subdivision and other benefitting Third-Party Lands, the necessary calculations shall be made to the satisfaction of the City to determine the Trunk Service Rate (TSR). The TSR is a uniform per acre charge that 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 area from which the City can reasonably anticipate to collect for the regional land drainage benefit. The TSR shall be used to determine the Developer's net benefit (share) of the regional land drainage facilities. The Developer's share is calculated by multiplying the TSR by the land area of the Planned Area. If the Developer's costs for constructing the facilities are higher than their share, then the City shall reimburse the Developer for the amount of the difference, as and when the amount of the difference is determined by the Director of Water and Waste, subject to the approval by City Council of capital funding for that reimbursement and availability of funds recovered from Third Parties. If the Developer's costs for constructing the facilities are lower than their share, then the Developer shall pay the difference to the City. The costs of the regional land drainage trunk facilities shall be adjusted to actual costs once construction and costing thereof is completed and repayment shall be in accordance with Section 2 – Developer Reimbursement.

12 AREA CHARGES AND RECOVERIES

12.1 AREA CHARGES MAY BE CALCULATED FOR SHARED COSTS

Area charges may be imposed in lieu of frontage charges where the costs of required improvements are to be shared by Third Parties, as described in Section 2 – Developer Reimbursement. The area charges shall be in accordance with a formula established for a defined benefitting area and the monies, so collected, are to be used solely for the specific improvements in the area.

13 CITY REIMBURSEMENT OBLIGATIONS

13.1 CITY TO REIMBURSE DEVELOPER FOR CERTAIN PAYMENTS

Where pavements are constructed by the initial Developer that benefit Third Party Lands, the Development Agreement may require the City to reimburse the Developer some portion of these costs when the City collects monies from the owner(s) of said benefitting

lands through local improvement levies or subsequent Development Agreement(s). Repayment shall be in accordance with Section 2 – Developer Reimbursement.

13.2 CITY TO REIMBURSE DEVELOPER FOR PAVEMENT OVERSIZING

Where pavements of greater width and depth than necessary to serve the subdivision are required by the City to serve other areas, the Development Agreement shall require the City to pay the cost of such additional width and depth at prices estimated by the City and agreed to by the Developer before the signing of the Development Agreement. The estimated costs agreed to in the Agreement shall be adjusted to reflect actual costs once construction and costing thereof is completed and repayment shall be in accordance with the Section 2 – Developer Reimbursement.

13.3 CITY TO RECOVER COSTS FROM BENEFITTING THIRD-PARTY LANDS

Where an area charge is not established for a Planned Area, the City shall endeavor to make a cost recovery for the initial Developer for fronting rights-of-way benefitting Third-Party Lands, when rights-of-way have been dedicated by the Developer. The value of those lands shall be as described in Section 2 – Developer Reimbursement.

13.4 CITY TO REIMBURSE DEVELOPER FOR CERTAIN REGIONAL STREETS

Where Regional Street improvements, constructed by the initial Developer, benefit other lands, the appropriate cost sharing formula shall be agreed upon at the time the Development Agreement is signed. Any repayment from these other benefitting Third-Party Lands collected by the City, through subsequent Development Agreements, shall be paid to the initial Developer when collected in accordance with Section 2 – Developer Reimbursement.

14 COST SHARING

14.1 COST SHARED ITEMS SHALL REFLECT COMPETITIVE TENDERS

For any of the required services and improvements, where all or a part of the cost of which is paid by the City, the City shall require that the prices reflect competitive tenders and are satisfactory to the City. The City's share of the costs of contracts awarded by the Developer in these circumstances shall be subject to the approval of the City.

14.2 COSTS OF REGIONAL STREET IMPROVEMENTS TO BE SHARED

Where Regional Street improvements, constructed by the Developer, benefit the City, the appropriate cost sharing formula shall be determined and agreed upon at the time the Development Agreement is signed and repayment to the Developer shall be in accordance with Section 2 – Developer Reimbursement.

14.3 COSTS OF TRAFFIC CONTROL DEVICES MAY BE SHARED

Where traffic control devices, provided by a Developer, benefit adjacent areas or the city at large, the appropriate cost sharing formula shall be agreed upon at the time the Development Agreement is signed. Any repayment from these other benefitting Third-Party Lands, collected by the City through subsequent Development Agreements, shall be paid to the initial Developer when collected in accordance with Section 2 – Developer Reimbursement.

15 DEVELOPER SURVEY AND PLAN REQUIREMENTS

15.1 DEVELOPER TO INSTALL SURVEY MONUMENTS

The Developer shall maintain, at its own cost, all survey monuments shown within or along the bordered limits of the associated plan(s) registered in The Winnipeg Land Title Office, and in cases where the survey monuments have been damaged, disturbed or are missing, the Developer shall cause the survey monuments to be restored or placed, at their expense, by a Manitoba Land Surveyor.

Subsequent to completion of all construction and landscaping, on all properties that contain survey monuments, as determined by the City, the Developer shall pay the full costs of having all survey monuments shown within or along the bordered limits of the associated plan(s) registered in the Winnipeg Land Titles Office verified and/or restored or placed by a Manitoba Land Surveyor and shall have prepared a Plan of Survey Perpetuating Certain Monuments, confirming the position of all survey monuments, for filing in The Winnipeg Land Title Office.

In certain circumstances, where all survey monuments shown within or along the bordered limits of the associated plan(s) registered in The Winnipeg Land Title Office have been found or restored to their original positions, upon approval by the City, the requirements for Plan of Survey Perpetuating Certain Monuments may be waived.

15.2 DEVELOPMENT AGREEMENTS TO INCLUDE SURVEYS AND PLANS

When applicable, each Development Agreement may require the following plans:

i. Legal plan demarcating the Planned Area
ii. Master site grading plan
iii. General servicing plan(s) prepared by a consulting engineer showing schematically the layout of all improvements required to fully service the Planned Area and any special plans as required to enhance the understanding(s) of the Development Agreement.

16 EASEMENTS

16.1 DEVELOPER TO PROVIDE EASEMENTS

The Development Agreement may require the Developer, at no cost to the City, to provide various easements, such as utility easements or vegetation easements, where necessary

through private lands for the installation of utilities including natural gas, hydro and telecommunications and for the installation of municipal works and related issues such as water, swales, sewer, roads, pathways, maintenance access and snow storage. The width and location of such easements shall be identified on the construction drawings and agreed to between the City and the Developer, at the time the Development Agreement is executed. These easements shall be registered in the Land Titles Office as caveats against the affected lands. The easements shall be in a form satisfactory to the City.

17 SIGNAGE

17.1 DEVELOPER TO INSTALL DEVELOPMENT INFORMATION SIGNS

Prior to the issuance of any building permits in the Planned Area, the Developer shall, at no expense to the City, install signs at the entrances to the subdivision upon which is displayed a plan of the area showing, thereon, the locations of all proposed sidewalks, public walkways, park locations, zoning information and future regional and collector street rights-of-way. The said signs shall be sized and maintained to the satisfaction of the City and removed upon completion of development.

18 PERMITS AND APPROVALS

18.1 DEVELOPER TO OBTAIN PERMITS AND APPROVALS

The Developer shall take all necessary steps to obtain all required permits and approval from the City, Province and Federal governments to expediently fulfil the requirements of a Development Agreement.

19 HAUL ROADS AND FOREIGN MATERIALS

19.1 HAUL ROADS TO BE DESIGNATED BY THE CITY

During the construction of services and improvements as well as the housing/building construction period, the Developer shall direct all traffic to and from the Planned Area on haul roads designated by the City, and the Developer shall ensure that all vehicles hauling to and from the site do not deposit foreign materials on the surface of the public streets, back lanes, boulevards and walks. The Developer shall pay for the periodic removal of all foreign materials in the rights-of-way emanating from construction vehicles traveling to and from the Planned Area.