CITY OF WINNIPEG POLICY NO. XXX-XXX

POLICY TITLE	ADOPTED BY	EFFECTIVE DATE
Development Agreement Parameters	*City Council*	*XXXXXXXX*
ORIGIN / AUTHORITY	**CITY POLICY NO**	**MOST RECENT CONSOLIDATION**
City Council		*XXX-XXX*

1 PURPOSE:

1.1 Development Agreement Parameters 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 Development Agreement Parameters 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 DEFINITIONS

2.1 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 improvement, obligation or responsibility. 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.

2.2 Interceptor Sewer Main

“Interceptor Sewer Main” is as defined in the Sewer By-law 106/2018.

2.3 Land Value

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

2.4 Local Improvement

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

2.5 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.

2.6 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.

2.7 Regional Street

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

2.8 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.

2.9 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.

2.10 Third-Party

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

2.11 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.

2.12 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.

3 DEVELOPER REIMBURSEMENT

3.1 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.

3.2 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.

3.3 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:

A. 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
B. the increased value of the services in accordance with the Consumer Price Index (all Items), for the City of Winnipeg.

3.4 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 3.1 and 3.3 within a reasonable timeframe, subject to and upon capital funding being approved for that payment.

4 COST RECOVERIES

4.1 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.*

4.2 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.

4.3 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:

A. From future Developers for oversized services, their proportionate share of the oversize costs; and/or
B. 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
C. 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 3 – Developer Reimbursement.

4.4 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:

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 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 Section 2 – Developer Reimbursement.

4.5 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.

5 INSURANCE AND SECURITIES

5.1 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.

5.2 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.

5.3 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.

5.4 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.

6 CONSULTANT AND ADMINSTRATIVE FEES

6.1 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.

6.2 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.

7 MAINTENANCE AND WARRANTIES

7.1 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.

7.2 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:

A. Water mains: One year
B. Wastewater sewers: One year
C. Service connections: One year following turn-on for domestic purposes
D. Land Drainage Systems: (excluding Stormwater Management Facilities): One year
E. 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.

7.3 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):

A. Street and Back Lane Pavements: One year
B. Sidewalks and Walkways: One year

7.4 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.

7.5 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.*

7.6 Warranty for other services, structures and improvements

Warranty periods for Developer installed services, structures and/or improvements, not explicitly covered in Clauses 7.2 to 7.5, 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.

8 LAND REQUIREMENTS

8.1 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.

8.2 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.

8.3 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.

8.4 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.

8.5 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 10.11 – 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 11.6-11.8.

8.6 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.

8.7 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 8.1 – 8.6. 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.

9 LAND COST OBLIGATIONS

9.1 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 3 – Developer Reimbursement.”

9.2 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 3 – Developer Reimbursement.

10 SURFACE CONSTRUCTION OBLIGATIONS

10.1 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.

10.2 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.

10.3 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.

10.4 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.

10.5 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.

10.6 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.

10.7 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.

10.8 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.

10.9 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.

10.10 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.

10.11 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 11.6-11.8.

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 3 – Developer Reimbursement.

10.12 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.

10.13 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.

10.14 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.

10.15 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 3 – Developer Reimbursement.

11 SURFACE WORKS PAYMENT OBLIGATIONS

11.1 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.

11.2 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*.

11.3 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.

11.4 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.

11.5 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.

11.6 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.

11.7 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 PP&D, in accordance with the following:

A. 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
B. The value of the potential amount of street frontage calculated based upon the formula in Section 10.8, multiplied by the City's annual Local Improvements By-law rates for construction of services; and
C. 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.

12 UNDERGROUND CONSTRUCTION OBLIGATIONS

12.1 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.

12.2 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.

12.3 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 3 – 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.

12.4 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.

12.5 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.

12.6 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.

12.7 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.

12.8 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 3 – Developer Reimbursement.

12.9 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 3 – Developer Reimbursement.

13 AREA CHARGES AND RECOVERIES

13.1 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

3 – 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.

14 CITY REIMBURSEMENT OBLIGATIONS

14.1 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 3 – Developer Reimbursement.

14.2 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 3 – Developer Reimbursement.

14.3 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 3 – Developer Reimbursement.

14.4 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 3 – Developer Reimbursement.

15 COST SHARING

15.1 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.

15.2 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 3 – Developer Reimbursement.

15.3 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 3 – Developer Reimbursement.

16 DEVELOPER SURVEY AND PLAN REQUIREMENTS

16.1 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.

16.2 Development agreements to include surveys and plans

When applicable, each Development Agreement may require 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.

17 EASEMENTS

17.1 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.

18 SIGNAGE

18.1 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.

19 PERMITS AND APPROVALS

19.1 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.

20 HAUL ROADS AND FOREIGN MATERIALS

20.1 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.

21 RESPONSIBILITIES

21.1 Manager of Real Estate and Land Development

The Manager is responsible to engage with the development industry throughout the year regarding proposed changes to the DAPs. Each year, the Manager will report to the Ad Hoc Committee on Development Standards to advise on the status of industry consultations and/or recommend changes to the DAPs.

21.2 Land Development Administrator

The administrator will rely upon the DAPs as a guideline to draft development agreements.