Report of the Executive Policy Committee dated July 10, 2002

Proposed 2002 Development Agreement Parameters
File EP-2 (Vol. 29)

5. Council, on June 21, 1989, considered a report from Executive Policy Committee dated June 14, 1989, and adopted a number of recommended amendments to the existing Development Agreement Parameters.

The existing Development Agreement Parameters, as approved by Council on June 21, 1989, have been utilized by the Administration to form the basis for all development agreements that have been executed between the City and land developers since 1989.

After ten years of utilizing the 1989 Development Agreement Parameters, it was apparent to both the City and representatives of the land development industry that amendments were necessary. Accordingly, on January 12, 2000, Executive Policy Committee approved the establishment of an Ad Hoc Committee, comprised of the Chairpersons of the Standing Committees on Fiscal Issues, Public Works and Property and Development, to Review Development Standards. The objectives of the Committee were as follows:

1. To re-examine the standards that affect Development Agreements;
2. To consult with the private sector thereon; and
3. To work with the Administration to update the standards.

On February 10, 2000, at Meeting No. 1, the terms of reference for a Clause by Clause Review of the existing Development Agreement Parameters were determined. On June 11, 2002, at Meeting No. 16, the Ad Hoc Committee considered a document entitled "Proposed 2002 Development Agreement Parameters" and recommended as follows:

> "That the Administration be requested to submit to the next meeting of the Ad Hoc Committee a report presenting the proposed 2002 Development Agreement Parameters, including therein reference to the specific sections of the Parameters that are still under review."

Between February 10, 2000, and June 11, 2002, the Ad Hoc Committee to Review Development Standards held sixteen meetings with representatives of the Urban Development Institute-Manitoba Division (UDI) and Administration to address the aforementioned three objectives.

One of the major projects undertaken by the Ad Hoc Committee, in conjunction with the UDI and Administration, was a "clause by clause" review of the existing 1989 Development Agreement Parameters.

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Attachment “A” outlines the "Proposed 2002 Development Agreement Parameters" which are being submitted by the Administration and the UDI for consideration by Council.
The Parameters have been discussed at length and for the majority of the clauses there is consensus between the Administration and the UDI as to the proposed revised wording. However, there are a number of Parameters that require further discussion over the next year. In order to complete this document, it was agreed that for those clauses still under review that the current Parameters from the 1989 version would be used. Therefore, those clauses were only modified slightly to reflect format and organizational changes. As a cross reference to the existing Parameters, at the end of each proposed Parameter in Attachment "A", there is a reference to its related 1989 Parameter.

In conducting the clause by clause review project, it was apparent that a number of the 1989 Parameters were either obsolete or not applicable for inclusion in the Parameters. Attachment "B" entitled "1989 Development Agreement Parameters: To Be Deleted" outlines all the various existing Parameters that are recommended for deletion with accompanying rationale.

Attachment "A" represents the culmination of many meetings involving members of the Ad Hoc Committee, Urban Development Institute and the Administration. Although there are still issues that must be discussed further, these revised Parameters are a significant improvement to the current 1989 version in that they have been re-organized in a more logical format as well as updated to reflect the reality of today's economic climate. It is anticipated that adoption of the 2002 Development Agreement Parameters will improve relations between the City and representatives of the land development industry and, as well, will ensure that land developers will continue to contribute their fair share of the costs of City services and infrastructure.

It cannot be determined whether there will be any long-term financial implications to the City resulting from changes to development agreement parameters.

The Executive Policy Committee recommends:

I. That the "Proposed 2002 Development Agreement Parameters", as outlined in Attachment "A", be adopted by Council.

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

Attachment “A” referred to in Clause 5 of the Report of the Executive Policy Committee dated July 10, 2002

ATTACHMENT "A"

PROPOSED 2002 DEVELOPMENT AGREEMENT PARAMETERS

PART I – PREFACE

(1) INTRODUCTION

a) 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.

b) 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 agreement with the initial Developer calling for attempted cost recoveries.

1989: Sections 1 and 2

PART II – ADMINISTRATION AND FINANCE

(2) DEVELOPER REIMBURSEMENT

a) ***Where the land of a third party directly benefits from services installed 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;***

b) ***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;***

c) ***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;***

d) ***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 though the City;***

e) ***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.***

1989: Section 3

(3) LAND VALUE

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.

1989: Section 5

(4) SERVICES FRONTING ON PRIVATELY OWNED LANDS

a) 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.

b) 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.

1989: Section 23

(5) INSTALLATION OF SERVICES BENEFITTING OTHER THAN THE DEVELOPER

Where the City requires 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 his 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 service cost when the said services are extended;

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.

1989: Section 24

(6) BRIDGE FINANCING OF SERVICES

Where the installation of oversized wastewater and land drainage sewers, watermains, stormwater impoundments, trunk sewers, water feedermains, pumping stations, street pavements 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

1989: Section 24-A

(7) DEVELOPMENT CONTROL STRIPS

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 endeavor to make future cost recoveries from the subsequent developers for services installed by an initial Developer.

1989: Section 24-C

(8) INSURANCE

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.

1989: Section 25 a)

(9) SECURITY

a) 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.

b) 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 to from year to year by the Developer and the City.

c) 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.

1989: Section 25

(10) CONSULTANTS AND ADMINISTRATION FEES

a) 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.

b) The Developer shall pay to the City, prior to the release of subdivision mylars, an Administration fee of $1,200.00 per gross acre to defray administrative costs of the Development Agreement.

1989: Section 26

(11) TENDERS FOR CITY / DEVELOPER COST SHARED SERVICES

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.

1989: Section 27

(12) SUBSTANTIAL COMPLETION AND CONSTRUCTION COMPLETION CERTIFICATION

a) "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.

b) "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.

c) 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.

1989: Sections 4 and 28

(13) FINAL ACCEPTANCE CERTIFICATES

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 separate formal Final Acceptance Certification for (1) Underground, (2) Above Ground and (3) Boulevard and Tree Works.

1989: Section 29

(14) 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.

1989: Section 32

(15) PLAN REQUIREMENTS

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.

1989: Section 37

(16) LIMITED URBAN DEVELOPMENT SUBDIVISIONS

a) 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.

b) 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.

c) 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.

d) 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.

1989: Section 40

PART III – LAND ACQUISITION AND DEDICATION

(17) WALKWAYS

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.

1989: Section 13

(18) STREET RIGHTS-OF-WAY

a) 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.

b) 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

c) 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.

d) 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.

e) 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.

f) 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.

g) 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.

h) 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.

1989: Section 18

(19) 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.

1989: Section 19 a)

(20) 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.

1989: Section 19 b)

(21) EASEMENTS

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.

1989: Section 21

(22) RIVERS AND CREEKS

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.

1989: Section 33 a)

(23) STORMWATER RETENTION BASINS: PUBLIC MAINTENANCE AREA

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.

1989: Section 33 c) i)

(24) PUBLIC PARK RESERVES

a) 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.***

b) ***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.***

1989: Section 34 a)

PART IV – SERVICES AND IMPROVEMENTS

(25) WASTE WATER SEWERS

a) 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 services benefit any adjacent lands, the City shall repay the Developer in accordance with the Developer Reimbursement section.

b) 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.

c) 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.

d) 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.

1989: Section 6 a)

(26) LATERAL LOCAL 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.

1989: Section 7

(27) REGIONAL LAND DRAINAGE TRUNK FACILITIES

a) 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.

b) 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.

c) 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.

1989: Section 7

(28) FLOODPROOFING

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.

1989: Section 7-A

(29) WATER

a) 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.

b) 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.

c) The city shall in no case be liable for additional capacity costs of watermains that are 250 mm (10 inches) internal diameter or less.

d) 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.

1989: Section 8

(30) LOT LINE CONNECTIONS

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.

1989: Section 9

(31) STREET PAVEMENTS

a) 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.

b) 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.

c) 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.

d) 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.

e) 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.

f) 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.

g) 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.

h) The development agreement may require the Developer to pay a share of the cost of previously constructed access roads to serve the subdivision.

1989: Section 10

(32) TRAFFIC CONTROL DEVICES AND TRAFFIC SIGNS

a) 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.

b) 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.

c) 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.

1989: Section 11

(33) LANES

a) 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.

b) 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.

1989: Section 12

(34) WALKWAYS

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.

1989: Section 13

(35) SIDEWALKS

a) 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.

b) 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.

1989: Section 14

(36) BOULEVARDS

a) The Developer shall install pavement, unit paving stones or sod, including grading and leveling, 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.

1989: Sections 15 and 34 d)

(37) STREET NAME SIGNS

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.

1989: Section 16

(38) UNDERGROUND SERVICES

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.

1989: Section 17

(39) STREET AND LANE LIGHTING

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.

1989: Section 31

(40) STORMWATER RETENTION BASINS: PUBLIC MAINTENANCE AREA

a) 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;

b) The Developer shall grade, level and sod the public land component in accordance with plans and specifications approved by the City;

c) The Developer shall install all services in road allowances located adjacent to the public land component;

d) ***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.***

1989: Section 33 c)

(41) PUBLIC PARK RESERVES: SERVICES

a) ***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***

b ***If land is <u>not</u> 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 <u>potential</u> amount of public park dedication determined in the procedure above, the <u>potential</u> amount of street frontage would be calculated based upon the "100 feet of frontage for each acre of dedicated parkland" formula;***

- ***the <u>potential</u> 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.***

1989: Section 34 b)

(42) PUBLIC PARK RESERVES: IMPROVEMENTS

a) ***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.***

b) ***If the land is <u>not</u> 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 <u>potential</u> amount of public park dedication would be determined (i.e. 8%***

of the net area of the Development Application;

- ***the <u>potential</u> 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.***

1989: Section 34 c)

(43) LIMITED URBAN DEVELOPMENT SUBDIVISIONS

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 as required by the City.

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.

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.

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.

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.

1989: Section 40

PART V – MAINTENANCE AND COMPLIANCE

(44) MAINTENANCE

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.

Waste Water Sewer Systems including pumping stations

1 year

Street and Lane Pavements

1 year

Sidewalks and Walkways

1 year

Building Services

1 year following turn-on for domestic purpose

Structures

1 year

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.

1989: Section 22

(45) SURVEY: STORMWATER RETENTION BASINS

a) 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.

b) 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.

1989: Sections 7 and 29

(46) SURVEY MONUMENTS

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.

1989: Section 30

(47) HAUL ROADS AND THE DEPOSIT OF FOREIGN MATERIALS

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.

1989: Section 36 h)

(48) LIMITED URBAN DEVELOPMENT SUBDIVISIONS

a) 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.

b) <u>Maintenance</u>

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.

1989: Section 40

(49) SIGNAGE

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.

1989: Sections 14 and 41 b)

(50) ACCESS ROADS

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.

1989: Section 10

Attachment "B" referred to in Clause 5 of the Report of the Executive Policy Committee dated July 10, 2002

ATTACHMENT "B"

1989 DEVELOPMENT AGREEMENT PARAMETERS: TO BE DELETED

6 b) SUMP PUMPS AND PITS

In certain designated areas the City shall require all weeping tile and building drains be directed into a sump pit separated from the sanitary sewer system with storm water to be discharged by a sump pump onto the landscaped surface outside the building. This method of storm water disposal is dependent upon a number of prerequisites which are:

i) that the sump pit and pumping device be provided at the time the construction of the building occurs; and
ii) that the pumping device remains in place and operational at all time through property maintenance.

Section b) shall remain in effect until such time as the appropriate amendment to the Building By-law receives third reading by City Council which will provide for the mandatory installation of sump pits and pumps in all structures with basements whereby all weeping tile waters will be discharged at grade.

RATIONALE: Currently enforced as a requirement of the Building Code and not applicable to the Development Agreement Parameters.

20. PRIVATE APPROACHES

Delete from Development Agreement Parameters – be it sufficient to say that where they are required to serve a property they shall be paved and require a permit.

RATIONALE: Currently administered through the Building Permit application review process and not applicable to the Development Agreement Parameters.

22-A. OPERATING COSTS

The Development Agreement shall require the Developer to pay in full all utility costs, including but not limited to hydro, telephone and gas, until acceptance of the works for operation and maintenance by the City takes place.

RATIONALE: A separate parameter for Operating Costs is not necessary as the subject requirement is included in the Maintenance section.

33. NATURAL WATER COURSES AND IMPOUNDMENT AREAS

b) Land Acquisition for Impoundment Purposes

Where lands are required for land drainage retention pond sites, the Development agreement may require that the Developer shall sell to the City lands at a purchase price (determined by the Committee on Finance and Administration on an annual basis based upon the appraised market value of raw acreage trading for imminent development) which price shall apply to all lands required for land drainage retention purposes up to 5% of the gross area owned by the Developer within the relevant land drainage district. The cost of the land acquisition may be offset against the Trunk Service Rate payable by the Developer. In cases where additional lands required for oversized land drainage retention ponds are greater than 5%, the Developer may be required to sell the additional land area greater than 5% to the City at current market value for unserviced lands as determined by the Committee on Finance and Administration.

RATIONALE: A separate parameter for Land Acquisition for Impoundment Purposes is not necessary as the subject requirement is covered by the Land Value section.

35. LAND ACQUISITION FOR SCHOOL SITES

In cases where a local school division or the Department of Education of Manitoba has determined that a future elementary school site, junior high school site or senior high school site is required, then the Developer shall, in addition to the required dedicated open space, grant an option to the City to purchase the necessary property, which option shall be fully assignable to the appropriate school division. The option shall contain the following terms and conditions:

i) The City Solicitor shall assign the option to the school division upon registration of the Plan of Subdivision;

ii) The option shall be for no more than five (5) years unless otherwise agreed to at the time of the Development Agreement;

iii The purchase price shall be the price as described in paragraph 5 and the cost of installing all required improvements fronting or abutting the school site at the uniform or pooled rate for the year in which construction takes place or the actual cost of the construction, whichever is lesser;

iv) Taxes shall be adjusted to the date of Plan registration;

v) Possession date shall be coincidental with the date of the exercising of the option by the local school board;

vi) The site shall be zoned to a land use compatible with adjacent lands at the time the subdivision and zoning by-laws are given three readings;

vii) The option will terminate upon its expiry or any earlier passing of a resolution by the local school board stating that the site is not required for school purposes, and the school division will have thirty (30) days to remove its caveat;

viii) When it has been determined that the school site is not required for school purposes, the title free of all caveats by the school division will stay with the Developer.

RATIONALE: This is a matter for negotiation between Developers and School Divisions and is not applicable to the City of Winnipeg (and the Development Agreement Parameters).

(Note: All School Divisions in Winnipeg would be notified of this prospective amendment prior to approval.)

36. ADDITIONAL REQUIREMENTS FOR DRAFTING MULTIPLE HOUSING AND COMMERCIAL DEVELOPMENT AGREEMENTS

a) Refuse Disposal

The Developer shall be required to provide containers of minimum 2 cubic yards capacity to permit refuse pickup at a location satisfactory to the Commissioner of Works and Operations, for all multiple residential developments consisting of 15 or more residential units and all commercial developments all in accordance with the requirements of the Refuse Collection By-law.

b) Servicing

The Developer shall install 2 water services to each multiple residential development consisting of 15 or more units, separated by a valve in the domestic watermain to ensure a continuous supply of water in case of main breaks.

c) Capacity of Watermains and Land Drainage Sewers

In cases where the zoning density has been increased to permit multiple development and the watermain and land drainage sewer are of insufficient size and capacity to provide the servicing facilities, then the Developer shall pay the cost incurred in providing additional capacities.

d) Paved Parking Areas

The Developer shall pave all parking areas and access roads, where parking facilities are required for three or more cars in a multiple residential, commercial or industrial use, to the satisfaction of the Commissioner of Environment.

e) Area Lighting

The Developer shall ensure that all exterior lighting is subdued in such a manner as not to illuminate the adjacent properties.

f) Snow Removal

The Developer shall haul away all snow from the parking areas to a designated snow dump and in no instance shall stock piling of snow be permitted in parking areas or public boulevards.

g) Demolition

The Developer shall be required to pay the cost of cutting the domestic water service at the watermain and blocking of the waste water sewer in cases where buildings are demolished and shall further cause all debris to be removed from the site and all basements to be filled and levelled to the satisfaction of the Commissioner of Works and Operations.

RATIONALE: Currently administered through the Building Permit application review process and preparation of Zoning Agreements and is not applicable to the Development Agreement Parameters.

38. REDUCED IMPROVEMENT REQUIREMENTS

Notwithstanding the standard of services as detailed heretofore, it is recognized that

certain communities in the City of Winnipeg may require the Developer to install only waste water sewer, watermains, gravel streets and surface drainage to the standard presently in existence in those areas, and this standard may be permitted or further amended with the recommendation of the Community Committee concerned and the Commissioner of Works and Operations.

RATIONALE: This parameter is redundant and is not required in the Development Agreement Parameters.

39. STREET AND LANE OPENINGS AND CLOSINGS

In order to permit the Developer to register a plan or plans of subdivision, the City may enact by-laws to open streets or lanes across property owned by other than the Developer, and such matters may be considered by the City according to their circumstances as they occur.

RATIONALE: This is a matter for negotiation between the City of Winnipeg and property owners and is not applicable to the Development Agreement Parameters.

41. COMMUNITY MAIL BOXES

a) The location of the community mail boxes shall be approved by the Developer, Canada Post, and the Committee on Planning and Community Services on recommendations from the respective Community Committee.

RATIONALE: Currently administered through the Underground Structures Committee plan review process and is not applicable to the Development Agreement Parameters.