

THE CITY OF WINNIPEG

BY-LAW NO. 7500/99

A By-law of THE CITY OF WINNIPEG to establish standards, criteria and requirements regarding the development of land in THE CITY OF WINNIPEG.

THE CITY OF WINNIPEG, in Council assembled, enacts as follows:

Definitions

1. In this By-law:

"City" means THE CITY OF WINNIPEG.

"Construction Completion Certificate" means a document issued by or on behalf of the City to a Developer of land to certify that a particular service or improvement has been completed in accordance with applicable City construction specifications and to recognize commencement of a warranty or maintenance period as stipulated in a Development Agreement.

"Development Agreement" means an agreement entered into between the City and a Developer of land pursuant to sections 619(1), 620, or 623(3) of The City of Winnipeg Act.

"Development approval" means approval of a development by a by-law of City Council or by a resolution of a Committee of Council having jurisdiction under The City of Winnipeg Act.

"Director" means a Director of the City and includes any officer or employee of the City to whom that Director has delegated an action or the exercise of a power, duty, or decision relevant to this By-law.

"Final Acceptance Certificate" means a document issued by or on behalf of the City to a developer of land to certify that a particular service or improvement has been accepted by the City.

"Oversize" means more than is necessary to service the needs of the proposed development.

"Required by the City" or "City requires" means required by an officer or employee of the City having jurisdiction subject to direction of the applicable Standing Policy Committee.

“Standing Policy Committee” means a Standing Policy Committee of Council established under Part I of The City of Winnipeg Act and includes any Standing Policy Committee to which Council has delegated the action or the exercise of a power, duty, or decision relevant to this By-law.

“Substantial completion” means completion as certified by the consulting engineer or consulting landscape architect acting under a Development Agreement and in accordance with the provisions of The Builders Liens Act.

Services and Improvements

2. (a) The Development Agreement shall require the Developer to construct and/or install all required services and improvements, as provided for in the Development Agreement Parameters.
- (b) Notwithstanding the standard of required services and improvements set forth elsewhere in this By-law, upon the recommendation of the appropriate Standing Policy Committee the Developer may, in specified areas, only be required to install services and improvements to a standard presently in existence in that area of the City.
- (c) The City may approve developments in specified areas which require the Developer to pay the full cost of constructing gravel surface streets for A-5 districts and highway-type asphalt surface streets for RR-2 districts with ditches, culverts, and all other related improvements for both districts, as set forth in the Development Agreement Parameters and to the satisfaction of the applicable Director.

Oversized and Shared Services

3. A Development Agreement may include a provision for the oversizing of certain services, or for the Developer to provide certain services which directly benefit other lands.

Cost Recovery

4. Where the proposed subdivision directly benefits from services already provided by previous developers or by the City, the Development Agreement may provide that the developer shall pay to the City its share of the cost of those services at the then current cost thereof based, where applicable, on the City’s current approved rates for the subject services.

5. Where the Developer is required by the City to provide oversized services or services which otherwise directly benefit lands other than those being developed, including but not limited to lands owned by the City, the Development Agreement shall provide that the City will endeavour to collect for the Developer, the portion of the cost of the oversized services and those services benefitting other lands which were provided by the Developer and the payback shall be calculated as provided for in the Development Agreement Parameters.

6. The Development Agreement may require that the Developer pay area charges for specific services and improvements shared by more than one Developer.

7. 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.

8. (a) The Development Agreement shall require the Developer to provide to the City, as provided for in the Development Agreement Parameters, those lands required for:

- (i) all local street rights-of-way required to serve the proposed subdivision, including adequate rights-of-way widths for rural streets requiring ditch drainage, any necessary corner cuts designated by the City, right turn cut-offs, storage lanes and/or corner roundings;
- (ii) widening of streets which form all or part of the boundaries of the subdivision and collector streets which provide direct access from the subdivision to the regional street system;
- (iii) regional street rights-of-way where the Developer's land is contiguous to one or both sides of the regional street required to serve the proposed subdivision;
- (iv) road widening reserves adjacent to regional streets for purposes of sound attenuation;
- (v) frontage road rights-of-way required to serve the proposed subdivision;
- (vi) lane rights-of-way, including all necessary corner cuts, required to serve the proposed subdivision.

- (b) Notwithstanding subsection (a), a Director may refer variations of standard rights-of-way, in exceptional circumstances, to Council for approval.

9. Where applicable, the Development Agreement may require the City to pay to the Developer all or part of the cost of:

- (a) rights-of-way provided by the Developer as required by the City but which do not directly benefit the subdivision, including land designated by the City as being required to provide access to areas to be developed beyond the subdivision in future; and/or
- (b) rights-of-way designated by the City and provided by the Developer as required for future regional streets or future extensions of existing regional streets.

10. Where applicable, the Development Agreement may require the Developer to pay to the City all or part of the cost of:

- (a) street rights-of-way outside the subdivision designated by the City as having been previously acquired by the City to provide access from the subdivision to the regional street system; and/or
- (b) street rights-of-way or road widening reserves within the subdivision designated by the City as having been previously acquired by the City, and which the Developer would otherwise have been required to dedicate to the City for those purposes.

11. The Developer shall provide, at no cost to the City and in a form satisfactory to the City Solicitor, easements for the installation of all utilities, together with easements for all necessary City purposes, the width and location of which shall be identified and agreed to between the City and the Developer at the time of execution of the Development Agreement.

12. The Development Agreement shall require the Developer to warranty and maintain services, improvements and survey monuments to the satisfaction of the applicable Director, and arrange for the payment of all operating costs until such time as a Final Acceptance Certificate is issued, unless otherwise specified.

Insurance

13. All contractors performing work on City streets and lanes shall be licenced by the City and insured in an amount and form satisfactory to the City, evidence of which shall be furnished by the Developer to the satisfaction of the City upon request.

Security

14. The Development Agreement shall contain the following security provisions:

- (a) the Developer shall pay, or provide security for services which the City or a prior Developer has previously provided, or which the City will provide in future, and which services directly benefit the subdivision;
- (b) upon approval by the City of the Developer's construction schedule which may provide for phasing or staging, and in any event prior to the commencement of such construction, the Developer shall provide the City with all necessary securities and/or performance guarantees required by the City as provided for in the Development Agreement Parameters, in a form satisfactory to the City Solicitor and the applicable Director;
- (c) where a security is posted to cover future costs or payments, the security shall be adjusted annually to reflect current values and rates;
- (d) securities shall be released and/or reduced by the City from time to time as works are completed and Construction Completion Certificates and Final Acceptance Certificates are issued. The Developer shall continue to be obligated to provide the City with such security as is deemed necessary by the City to secure and guarantee the completion of all outstanding works and conditions under the agreement until such time as Final Acceptance Certificates are issued.

Administration and Consulting Fees

15. Unless otherwise agreed to by the City and the Developer, the Developer shall pay its share of the cost of all professional services required by the City in connection with the development as provided for in the Development Agreement Parameters.

16. In accordance with the terms of the Development Agreement, the Developer shall pay to the City an administrative fee to defray the expenses of preparing and administering the Development Agreement.

Water Courses and Stormwater Impoundment Areas

17. The Development Agreement shall include a condition requiring the Developer to sell lands to the City, at a price to be established by the applicable Standing Policy Committee, to provide for land drainage flow of a natural watercourse and/or water and land components of stormwater impoundment areas.

Public Park Reserves

18. The Development Agreement shall include a condition requiring the Developer to dedicate lands to the City, or provide an equivalent cash payment as determined by the applicable Director, for parks and recreation purposes in accordance with The City of Winnipeg Act and the Development Agreement Parameters.

School Sites

19. Where it is determined that land may be required in the future for a school site, the Developer shall grant an option to the City or its designate to purchase the required lands in accordance with the Development Agreement Parameters.

Development Agreement Schedules

20. Where applicable, each Development Agreement shall contain the following schedules, including, but not limited to:

- (a) a legal description of the lands involved in the Development Agreement;
- (b) a plan showing the lands described in (a);
- (c) general conditions and specifications for all utilities and improvements required to fully service the development agreement area;
- (d) a master site grading plan;
- (e) a general servicing plan prepared by a Consulting Engineer showing the schematic layout of all services required to fully service the development agreement area.

Development Agreement Parameters

21. Council shall approve guidelines for City administrators and Developers to be used in formulating development conditions for consideration by Council and its relevant Committees. These guidelines shall be reviewed by City administrators in consultation with the development industry from time to time.

Administration

22. The administration of this by-law shall be the responsibility of the Property and Development Services Department.

DONE AND PASSED in Council assembled, this 22nd day of September, 1999.