Minute No. 476
Report - Standing Policy Committee on Property and Development - June 8, 2004

Item No. 6 Subdivision and Rezoning - land located on the east side of Keewatin Street, north of Paramount Road
File DASZ 38/2003 [c/r DAC 1/2004]

COUNCIL DECISION:

Council concurred in the recommendation of the Standing Policy Committee on Property and Development and adopted the following:

1. That the plan of subdivision proposed under File DASZ 38/2003 be approved for preparation as a plan of subdivision by a Manitoba Land Surveyor in accordance with Schedule "A" for File DASZ 38/2003 dated April 1, 2004, for registration in the Winnipeg Land Titles Office subject to the following:

    A. That the Developer be required to enter into a Development Agreement with the City containing all the conditions outlined in the report of the Administrative Coordinating Group dated April 1, 2004 with the following amendments:

        i. That clause 4.b) be deleted in its entirety and replaced with the following new sub-clause:

            "4.b) The City shall reimburse the Developer any balance of the costs in excess of that share within one year of completion of construction by the Developer of the regional land drainage facilities and acceptance of the improvement by the City of Winnipeg."

        ii. That clause 5 be deleted in its entirety and the remaining clauses re-numbered accordingly.

        iii. That clause 6 be deleted in its entirety and replaced with the following new clause:

            "6. The Developer shall construct the following works in Keewatin Street between Adsum Drive and the proposed street approximately 400 feet south of Jefferson Avenue (approximately 1200 lineal feet):

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COUNCIL DECISION: (continued)

A. an 8.0 m in width by 200mm thickness portland cement concrete lane of pavement and all related works;
B. a 1.5 m in width by 100mm in thickness portland cement concrete sidewalk in the east boulevard;
C. street lighting;
D. landscaping in the east boulevard;

all as determined by and to the satisfaction of the Director of Public Works.

The Developer shall be reimbursed, through subsequent Development Agreements, for the equivalent cost of 8m by 200mm in thickness pavement and associated works between the above-noted proposed street and Jefferson Avenue (approximately 400 lineal feet)."

iv. That clause 7 be deleted in its entirety and replaced with the following new clause:

"7. The Developer shall construct an 8m and 10m in width by 200mm thickness portland cement concrete pavement and all related works in Adsum Drive from the CPR Arborg Subdivision and Keewatin Street and pay its proportionate share of transitions, temporary asphalt, railway crossing improvements, traffic signalization based on trip generation estimates for those proposed works should the City proceed with a railway crossing at Adsum Drive."

v. That clause 9 be deleted in its entirety and replaced with the following new clause:

"9. The Developer shall contribute its proportionate share of the costs of a southbound left turn storage lane and median opening in Keewatin Street at Adsum Drive, based on trip generation estimates for those proposed works."

vi. That clause 10 be deleted in its entirety and the remaining clauses re-numbered accordingly.

vii. That the new clause 10 (originally 11) be deleted in its entirety and replaced with the following new clause:

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COUNCIL DECISION: (continued)

"10. The Developer shall pay to the City in cash, on demand, the estimated cost of constructing a 4m in width by 200mm in thickness portland cement concrete pavement in Jefferson Avenue between Keewatin Street and the CPR Arborg Subdivision. The Developer will pay its proportionate share of additional improvements based on trip generation estimates for those proposed works."

viii. That the new clause 11 (originally 12) be deleted in its entirety and replaced with the following new clause:

"11. The Developer shall pay its fair share of the Adsum Drive automatic railway crossing protection charged proportionately on the basis of trip generation estimates for those proposed works."

ix. That the new clause 12 (originally 13) be deleted in its entirety and replaced with the following new clause:

"12. The Developer shall pay its fair share of the Jefferson Avenue automatic railway crossing protection charged proportionately on the basis of trip generation estimates for those proposed works."

x. That the new clause 13 (originally 14) be deleted in its entirety and replaced with the following new clause:

"13. The Developer shall pay a share of the Adsum Drive traffic control signals, etc. charged proportionately on the basis of trip generation estimates for those proposed works."

xi. That the new clause 14 (originally 15) be deleted in its entirety and replaced with the following new clause:

"14. The Developer shall pay a share of the Jefferson Avenue traffic control signals, etc. charged proportionately on the basis of trip generation estimates for those proposed works."

2. That the Director of Planning, Property and Development be authorized to certify any documents in connection therewith.

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COUNCIL DECISION: (continued)

3. That The Winnipeg Zoning By-Law No. 6400/94 be amended by rezoning the subject land as outlined on Schedule "A" for File DASZ 38/2003 dated April 1, 2004, to a "PR-1" Parks and Recreation District, a "R1-4" Residential District and a "C2" Commercial District subject to the applicant entering into a Zoning Agreement with the City pursuant to Section 240 (1) of The City of Winnipeg Charter to include the following conditions:

   A. That the Developer shall erect a uniform wood fence (2 metre in height) abutting the CPR Arborg Subdivision. Future owners of the individual building lots along this fencing shall be responsible for maintaining this fencing to the satisfaction of the Director of Planning, Property and Development.

   B. That the Developer shall erect a uniform wood fence (2 metre in height) abutting Keewatin Street and Jefferson Avenue, except where prohibited by the zoning by-law. Future owners of the individual building lots along this fencing shall be responsible for maintaining this fencing to the satisfaction of the Director of Planning, Property and Development.

   C. That for the development of any commercial building, and/or accessory parking area and/or signage, plans shall be submitted showing the location and design of the proposed buildings, the location and design of accessory parking areas, private approaches, garbage enclosures, fencing, landscaping and signage to the Lord Selkirk - West Kildonan Community Committee for plan approval prior to the issuance of any building or development permit, and thereafter all to be maintained to the satisfaction of the Director of Planning, Property and Development.

   D. That the developer shall erect two, 4 foot by 8 foot signs on the vacant commercial land indicating the location and zoning of the commercial property and plans showing the signs' locations and designs shall be submitted to the Lord Selkirk - West Kildonan Community Committee for approval by June 30, 2004, and the signs shall be maintained to the satisfaction of the Director of Planning, Property and Development until such time as the land is either rezoned or developed.

   E. That the commercial land be restricted as follows;

      i. The following uses shall not be permitted on the land:
         a. automobile, including motorcycle: rental, sales, including accessory

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COUNCIL DECISION: (continued)

b. repair, service, installation of supplies/parts
c. automobile, including motorcycle: supplies/parts,
d. sales
e. beer: sales
f. bingo parlour
g. bowling alley
h. bus station
i. contractors' establishment
j. exterminator
k. farm supplies: sales
l. fuel: sales kiosk
m. hotel, including motel, limited to guest rooms
n. liquor: sales
o. machinery/heavy equipment supplies and
p. parts: sales, installation, service
q. mobile home park
r. motors or machines, recreational or utility, including power toboggans, outboard motors, lawn mowers: rental, sale, service
s. parking area, non-accessory
t. pawnshop
u. tattoo parlour
v. terminal for haulage, motor freight station, excluding an intermodal terminal
w. terminal for courier/delivery/ express service,
x. cleaning service, key and lock service,
y. security service, taxi, or similar service
z. tire: sales, service

ii. That the following use shall be conditional on the land:

a. Restaurant

iii. That there shall be no advertising signs, mobile signs, poster signs and A-frame signs on the entire site, except that a mobile sign shall be permitted on the site for a period of thirty (30) days in association with an official opening event.

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COUNCIL DECISION: (continued)

iv. That no illuminated signage be erected on the north side or the east side of the building or the lot.

v. That the northerly most 25 feet of the property be used only for landscaping.

vi. That a landscaped setback of 10 feet be provided along Keewatin Street and Adsum Drive.

vii. That prior to the issuance of any occupancy permits, all garbage containers be fully enclosed by a brick/concrete, and/or wood barrier fence that is at least 6 inches above the top of the garbage container, and thereafter maintained to the satisfaction of the Director of Planning, Property and Development.

4. That residential lots with rearage on Keewatin Street shall provide a minimum rear yard of 57.4 feet (17.5 metres).

5. That a minimum side yard of 42 feet (13.0 metres) be maintained for single family residential lots that flank (corner side yards) Keewatin Street.

6. That residential lots with rearage on the CPR Arborg rail right-of-way shall provide a minimum 50 foot (15.24 metre) setback between the rear property line and any habitable rooms of principal buildings.

7. That in the event the application is not proceeded with expeditiously and the by-law is not enacted within twenty-four (24) months after adoption of the report by Council, the matter shall be deemed to be concluded and shall not be proceeded with unless an extension of time is applied for prior to the expiry of this twenty-four (24) month period and the extension is subsequently approved by Council.

8. That the City Solicitor/Manager of Legal Services be requested to prepare the necessary by-law in accordance with the above.

9. That the subdivision section of the by-law shall come into force and effect upon execution by the City of Winnipeg of the Servicing Agreement.

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COUNCIL DECISION: (continued)

10. That the zoning section of the by-law shall come into force and effect when the Plan of Subdivision has been registered in the Winnipeg Land Titles Office, and the Zoning Agreement has been filed by caveat in the Winnipeg Land Titles Office against those lands provided that the said effective date occurs within twenty-four (24) months from the date that the said rezoning by-law is adopted by Council.

11. That the Plan of Subdivision shall be approved and signed by the Director of Planning, Property and Development within two (2) years of the date of passage of the aforementioned by-law.

12. That in the event that the necessary City of Winnipeg mylar approval signatures have not been secured within twenty-four (24) months after adoption of the by-law, the matter shall be deemed to be concluded and shall not be proceeded with unless Council extends that time.

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DECISION MAKING HISTORY:

Moved by Councillor Pagtakhan,

That the recommendation of the Standing Policy Committee on Property and Development be adopted by consent.

Carried

EXECUTIVE POLICY COMMITTEE RECOMMENDATION:

On June 16, 2004, the Executive Policy Committee concurred in the recommendation of the Standing Policy Committee on Property and Development and the Lord Selkirk-West Kildonan Community Committee and submitted the matter to Council.

STANDING COMMITTEE RECOMMENDATION:

On June 8, 2004, the Standing Policy Committee on Property and Development concurred in the recommendation of the Lord Selkirk-West Kildonan Community Committee and submitted the matter to the Executive Policy Committee and Council.

COMMUNITY COMMITTEE RECOMMENDATION:

On April 20, 2004, the Lord Selkirk-West Kildonan Community Committee concurred in the administrative recommendation with the following amendments, namely:

Report of the Manager of Planning and Land Use:

- That the following new sub-clause D. under clause 3 be added and the remaining clause re-numbered accordingly, namely:

  "D. That the developer shall erect two, 4 foot by 8 foot signs on the vacant commercial land indicating the location and zoning of the commercial property; and plans showing the signs' locations and designs shall be submitted to the Lord Selkirk - West Kildonan Community Committee for approval by June 30, 2004, and the signs shall be maintained to the satisfaction of the Director of Planning, Property and Development until such time as the land is either rezoned or developed."

- That the following new sub-clause ii. under clause 3.E. be added and the remaining sub-clauses re-numbered accordingly, namely:

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DECISION MAKING HISTORY (continued):

"ii. That the following use shall be conditional on the land:

- Restaurant

Report of the Administrative Coordinating Group:

- That clause 4.b) be deleted in its entirety and replaced with the following new sub-clause:

  "4.b) The City shall reimburse the Developer any balance of the costs in excess of that share within one year of completion of construction by the Developer of the regional land drainage facilities and acceptance of the improvement by the City of Winnipeg."

- That clause 5 be deleted in its entirety and the remaining clauses re-numbered accordingly.

- That clause 6 be deleted in its entirety and replaced with the following new clause:

  "6. The Developer shall construct the following works in Keewatin Street between Adsum Drive and the proposed street approximately 400 feet south of Jefferson Avenue (approximately 1200 lineal feet):

  a) an 8.0 m in width by 200mm thickness portland cement concrete lane of pavement and all related works;
  b) a 1.5 m in width by 100mm in thickness portland cement concrete sidewalk in the east boulevard;
  c) street lighting;
  d) landscaping in the east boulevard;

  all as determined by and to the satisfaction of the Director of Public Works.

  The Developer shall be reimbursed, through subsequent Development Agreements, for the equivalent cost of 8m by 200mm in thickness pavement and associated works between the above-noted proposed street and Jefferson Avenue (approximately 400 lineal feet)."

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DECISION MAKING HISTORY (continued):

- That clause 7 be deleted in its entirety and replaced with the following new clause:

  "7. The Developer shall construct an 8m and 10m in width by 200mm thickness portland cement concrete pavement and all related works in Adsum Drive from the CPR Arborg Subdivision and Keewatin Street and pay its proportionate share of transitions, temporary asphalt, railway crossing improvements, traffic signalization based on trip generation estimates for those proposed works should the City proceed with a railway crossing at Adsum Drive."

- That clause 9 be deleted in its entirety and replaced with the following new clause:

  "9. The Developer shall contribute its proportionate share of the costs of a southbound left turn storage lane and median opening in Keewatin Street at Adsum Drive, based on trip generation estimates for those proposed works."

- That clause 10 be deleted in its entirety and the remaining clauses re-numbered accordingly.

- That the new clause 10 (originally 11) be deleted in its entirety and replaced with the following new clause:

  "10. The Developer shall pay to the City in cash, on demand, the estimated cost of constructing a 4m in width by 200mm in thickness portland cement concrete pavement in Jefferson Avenue between Keewatin Street and the CPR Arborg Subdivision. The Developer will pay its proportionate share of additional improvements based on trip generation estimates for those proposed works."

- That the new clause 11 (originally 12) be deleted in its entirety and replaced with the following new clause:

  "11. The Developer shall pay its fair share of the Adsum Drive automatic railway crossing protection charged proportionately on the basis of trip generation estimates for those proposed works."

- That the new clause 12 (originally 13) be deleted in its entirety and replaced with the following new clause:

  "12. The Developer shall pay its fair share of the Jefferson Avenue automatic railway crossing protection charged proportionately on the basis of trip generation estimates for those proposed works."

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DECISION MAKING HISTORY (continued):

- That the new clause 13 (originally 14) be deleted in its entirety and replaced with the following new clause:

  "13. The Developer shall pay a share of the Adsum Drive traffic control signals, etc. charged proportionately on the basis of trip generation estimates for those proposed works."

- That the new clause 14 (originally 15) be deleted in its entirety and replaced with the following new clause:

  "14. The Developer shall pay a share of the Jefferson Avenue traffic control signals, etc. charged proportionately on the basis of trip generation estimates for those proposed works."

and submitted its recommendation to the Standing Policy Committee on Property and Development.

RE: Subdivision and Rezoning - land located on the east side of Keewatin Street, north of Paramount Road
File DASZ 38/2003 [c/r DAC 1/2004]

For submission to: The Standing Policy Committee on Property and Development

Prepared by: Diane Timmins, Clerk
Lord Selkirk-West Kildonan Community Committee

Report date: May 20, 2004

COMMUNITY COMMITTEE RECOMMENDATION:

On April 20, 2004, the Lord Selkirk-West Kildonan Community Committee concurred in the administrative recommendation, as amended, and recommends to the Standing Policy Committee on Property and Development:

1. That the plan of subdivision proposed under File DASZ 38/2003 be approved for preparation as a plan of subdivision by a Manitoba Land Surveyor in accordance with Schedule "A" for File DASZ 38/2003, dated April 1, 2004, for registration in the Winnipeg Land Titles Office, subject to the following:

    A. That the Developer be required to enter into a Development Agreement with the City containing all the conditions outlined in the report of the Administrative Coordinating Group dated April 1, 2004 ***with the following amendments:***

        i. That clause 4.b) be deleted in its entirety and replaced with the following new sub-clause:

            "4.b) The City shall reimburse the Developer any balance of the costs in excess of that share within one year of completion of construction by the Developer of the regional land drainage facilities and acceptance of the improvement by the City of Winnipeg."

        ii. That clause 5 be deleted in its entirety and the remaining clauses re-numbered accordingly.

        iii. That clause 6 be deleted in its entirety and replaced with the following new clause:

"6. The Developer shall construct the following works in Keewatin Street between Adsum Drive and the proposed street approximately 400 feet south of Jefferson Avenue (approximately 1200 lineal feet):

a) an 8.0 m in width by 200mm thickness portland cement concrete lane of pavement and all related works;
b) a 1.5 m in width by 100mm in thickness portland cement concrete sidewalk in the east boulevard;
c) street lighting;
d) landscaping in the east boulevard;

all as determined by and to the satisfaction of the Director of Public Works.

The Developer shall be reimbursed, through subsequent Development Agreements, for the equivalent cost of 8m by 200mm in thickness pavement and associated works between the above-noted proposed street and Jefferson Avenue (approximately 400 lineal feet)."

iv. That clause 7 be deleted in its entirety and replaced with the following new clause:

"7. The Developer shall construct an 8m and 10m in width by 200mm thickness portland cement concrete pavement and all related works in Adsum Drive from the CPR Arborg Subdivision and Keewatin Street and pay its proportionate share of transitions, temporary asphalt, railway crossing improvements, traffic signalization based on trip generation estimates for those proposed works should the City proceed with a railway crossing at Adsum Drive."

v. That clause 9 be deleted in its entirety and replaced with the following new clause:

"9. The Developer shall contribute its proportionate share of the costs of a southbound left turn storage lane and median opening in Keewatin Street at Adsum Drive, based on trip generation estimates for those proposed works."

vi. That clause 10 be deleted in its entirety and the remaining clauses re-numbered accordingly.

vii. That the new clause 10 (originally 11) be deleted in its entirety and replaced with the following new clause:

"10. The Developer shall pay to the City in cash, on demand, the estimated cost of constructing a 4m in width by 200mm in thickness portland cement concrete pavement in Jefferson Avenue between Keewatin Street and the CPR Arborg Subdivision. The Developer will pay its proportionate share of additional improvements based on trip generation estimates for those proposed works."

viii. That the new clause 11 (originally 12) be deleted in its entirety and replaced with the following new clause:

"11. The Developer shall pay its fair share of the Adsum Drive automatic railway crossing protection charged proportionately on the basis of trip generation estimates for those proposed works."

ix. That the new clause 12 (originally 13) be deleted in its entirety and replaced with the following new clause:

"12. The Developer shall pay its fair share of the Jefferson Avenue automatic railway crossing protection charged proportionately on the basis of trip generation estimates for those proposed works."

x. That the new clause 13 (originally 14) be deleted in its entirety and replaced with the following new clause:

"13. The Developer shall pay a share of the Adsum Drive traffic control signals, etc. charged proportionately on the basis of trip generation estimates for those proposed works."

xi. That the new clause 14 (originally 15) be deleted in its entirety and replaced with the following new clause:

"14. The Developer shall pay a share of the Jefferson Avenue traffic control signals, etc. charged proportionately on the basis of trip generation estimates for those proposed works."

2. That the Director of Planning, Property and Development be authorized to certify any documents in connection therewith.

3. That The Winnipeg Zoning By-Law No. 6400/94 be amended by rezoning the subject land as outlined on Schedule "A" for File DASZ 38/2003, dated April 1, 2004, to a "PR-1" Parks and Recreation District, a "R1-4" Residential District and a "C2" Commercial District subject to the applicant entering into a Zoning Agreement with the City pursuant to Section 240 (1) of The City of Winnipeg Charter Act, to include the following conditions:

   A. That the Developer shall erect a uniform wood fence (2 metre in height) abutting the CPR Arborg Subdivision. Future owners of the individual building lots along this fencing shall be responsible for maintaining this fencing to the satisfaction of the Director of Planning, Property and Development.

   B. That the Developer shall erect a uniform wood fence (2 metre in height) abutting Keewatin Street and Jefferson Avenue, except where prohibited by the zoning by-law. Future owners of the individual building lots along this fencing shall be responsible for maintaining this fencing to the satisfaction of the Director of Planning, Property and Development.

   C. That for the development of any commercial building, and/or accessory parking area and/or signage, plans shall be submitted showing the location and design of the proposed buildings, the location and design of accessory parking areas, private approaches, garbage enclosures, fencing, landscaping and signage to the Lord Selkirk - West Kildonan Community Committee for plan approval prior to the issuance of any building or development permit, and thereafter all to be maintained to the satisfaction of the Director of Planning, Property and Development.

   D. That the developer shall erect two, 4 feet by 8 feet signs on the vacant commercial land indicating the location and zoning of the commercial property; and plans showing the signs' locations and designs shall be submitted to the Lord Selkirk - West Kildonan Community Committee for approval; and the signs shall be maintained to the satisfaction of the Director of Planning, Property and Development until such time as the land is either rezoned or developed.

   E. That the commercial land be restricted as follows;

      i. The following uses shall not be permitted on the land:
         a. automobile, including motorcycle: rental, sales, including accessory
         b. repair, service, installation of supplies/parts
         c. automobile, including motorcycle: supplies/parts,
         d. sales
         e. beer: sales

f. bingo parlour
g. bowling alley
h. bus station
i. contractors' establishment
j. exterminator
k. farm supplies: sales
l. fuel: sales kiosk
m. hotel, including motel, limited to guest rooms
n. liquor: sales
o. machinery/heavy equipment supplies and
p. parts:sales, installation, service
q. mobile home park
r. motors or machines, recreational or utility, including power toboggans, outboard motors, lawn mowers: rental, sale, service
s. parking area, non-accessory
u. pawnshop
u. tattoo parlour
v. terminal for haulage, motor freight station, excluding an intermodal terminal
w. terminal for courier/delivery/ express service,
x. cleaning service, key and lock service,
y. security service, taxi, or similar service
z. tire: sales, service

ii. That the following use shall be conditional on the land:

- ***Restaurant***

iii. That there shall be no advertising signs, mobile signs, poster signs and A-frame signs on the entire site, except that a mobile sign shall be permitted on the site for a period of thirty (30) days in association with an official opening event;

iv. That no illuminated signage be erected on the north side or the east side of the building or the lot;

v. That the northerly most 25 feet of the property be used only for landscaping;

vi. That a landscaped setback of 10 feet be provided along Keewatin Street and Adsum Drive;

vii. That prior to the issuance of any occupancy permits, all garbage containers be fully enclosed by a brick/concrete, and/or wood barrier fence that is at least 6 inches above the top of the garbage container, and thereafter maintained to the satisfaction of the Director of Planning, Property and Development.

4. That residential lots with rearage on Keewatin Street shall provide a minimum rear yard of 57.4 feet (17.5 metres).

5. That a minimum side yard of 42 feet (13.0 metres) be maintained for single family residential lots that flank (corner side yards) Keewatin Street.

6. That residential lots with rearage on the CPR Arborg rail right-of-way shall provide a minimum 50 foot (15.24 metre) setback between the rear property line and any habitable rooms of principal buildings.

7. That in the event the application is not proceeded with expeditiously and the by-law is not enacted within twenty-four (24) months after adoption of this report by Council, the matter shall be deemed to be concluded and shall not be proceeded with unless an extension of time is applied for prior to the expiry of this twenty-four (24) month period and the extension is subsequently approved by Council.

8. That the City Solicitor/Manager of Legal Services be requested to prepare the necessary by-law in accordance with the above.

9. That the subdivision section of the by-law shall come into force and effect upon execution by the City of Winnipeg of the Servicing Agreement.

10. That the zoning section of the by-law shall come into force and effect when the Plan of Subdivision has been registered in the Winnipeg Land Titles Office, and the Zoning Agreement has been filed by caveat in the Winnipeg Land Titles Office against those lands provided that the said effective date occurs within twenty-four (24) months from the date that the said rezoning by-law is adopted by Council.

11. That the Plan of Subdivision shall be approved and signed by the Director of Planning, Property and Development within two (2) years of the date of passage of the aforementioned by-law.

12. That in the event that the necessary City of Winnipeg mylar approval signatures have not been secured within twenty-four (24) months after adoption of the by-law, the matter shall be deemed to be concluded and shall not be proceeded with unless Council extends that time.

Note: The wording in bold and italics denotes amendments made by the Community Committee.

The Lord Selkirk-West Kildonan Community Committee provided the following supporting reasons for its recommendation:

1. This application conforms with Plan Winnipeg and represents what is envisaged for the area.

2. The minimum value of the homes to be constructed in this subdivision is $170,000.00, which would be compatible with the more expensive homes in the neighbouring subdivision of Meadows West.

3. Two other developers have previously tried to develop this property, but were unable to because of the exorbitant carrying costs the City was endeavouring to impose on the developer. The amendments to the Administrative Coordinating Group recommended by the Lord Selkirk-West Kildonan Community Committee will assist in easing the financial burden on this developer and will have the developer pay for its share of improvements based on its development and not on the basis of the City's other needs.

4. In view of the lack of residents appearing in opposition at the public hearing, the Lord Selkirk-West Kildonan Community Committee does not believe there is a lot of concern in the community about the proposed development.

5. With the new subdivision, the City and the School Division will each receive approximately $1.1 million annually in additional property taxes.

PUBLIC HEARING SUMMARY

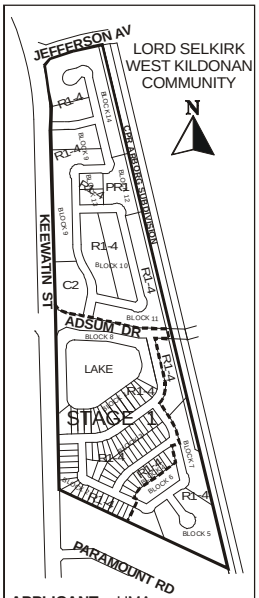
File: DASZ 38/2003 [c/r DAC 1/2004]

Before: Lord Selkirk-West Kildonan Community Committee
Councillor Pagtakhan, Chairperson
Councillor Lazarenko
Councillor O'Shaughnessy

Public Hearing: April 20, 2004
Council Chamber, Council Building
510 Main Street

Applicant: UMA Engineering Ltd. (Don Hester)

Subject:



APPLICANT : UMA ENGINEERING LTD.
FILE : DASZ 38/03
PROPOSAL : An application for the approval of the plan of subdivision shown outlined above as may be determined by Council and for a proposed zoning change to By-law No. 6400/94 by rezoning the land shown outlined above from an "A.5" AGRICULTURAL DISTRICT to a "R1-4" SINGLE-FAMILY DISTRICT, a "PR1" PARKS AND RECREATION DISTRICT and a "C2" COMMERCIAL DISTRICT to allow for the creation of sites for single-family development as well as to consider a special rear yard setbacks along Keewatin Street and the CPR Arborg Subdivision. **For information, phone Mr. D. Marsh, Planner at 986-5549.**

Premises Affected: east side of Keewatin Street, north of Paramount Road

Exhibits Filed:

1. Application dated January 21, 2004
2. Notification of Public Hearing dated April 2, 2004
3. Manitoba Status of Titles 1067707, 1470939, 1471351, 1719900, 1067614, 1471357, 1719919, 1067617, 1470942, 1471354, 1719924, 1067612, 1470944, 1471355, 1719916, 1067700, 1470940, 1471352, 1719890, 1067704, 1470947, 1471359, 1719893, 1067711, 1470945, 1471356, 1719908, 1067716, 1470941, 1471353, 1719912, 1692719; 1931513, 1773167, 1090042
4. Letter of authorization dated April 1, 2004 from Santa Fe Developments to UMA Engineering Ltd.
5. Plans of subdivision and Lot Table for Stage 1 comprising three (3) pages
6. Report from the Manager of Planning and Land Use dated April 1, 2004
7. Report from the Administrative Coordinating Group dated April 1, 2004
8. Communications (2) dated April 19, 2004 from Joan Hayter-Smith and Larry Smith in opposition to the application
9. Inspection Report
10. Fact sheet and information with respect to the North Meadows Subdivision Plan submitted by Don Hester, on behalf of UMA Engineering Ltd., at the public hearing

REPRESENTATIONS:

In Support:

Andrew Baidwan
Kuldip Bhullar
Pardeep Bhullar
Don Hester, UMA Engineering Ltd.
Andrew Hretzay, on behalf of Anson Development
Douglas Kalcsics, on behalf of Santa Fe Developments

In Opposition:

Joan Hayter-Smith

For Information:

Kevin Lamoureux
For the City:

John Wintrup, Planner, Planning, Property and Development Department
Ernest Carriere, Land Development Engineer, Planning, Property and Development Department

SUMMARIZATION OF REPRESENTATIONS AND SUBMISSIONS
MADE AT THE PUBLIC HEARING

Doug Kalcsics, representing Pardeep Bhullar, on behalf of Santa Fe Developments, appeared in support of the application, accompanied by Don Hester, UMA Engineering Ltd.

Don Hester provided Committee with an overview of the application and presented a plan highlighting the key ingredients of the proposed development. Committee was advised the North Meadows subdivision is an infill development with good servicing in terms of schools and parks in the immediate vicinities, and will service the perceived needs of a move-up housing market in the North End. Mr. Hester submitted a Fact and information sheet with respect to the proposed development, marked as Exhibit 10. In answer to Committee's question as to the need for "C2" commercial zoning, Mr. Hester responded it will provide local commercial uses to serve the needs of the area, which would include a strip mall with possibly a doctor's office, a hairdresser, etc.

Pardeep Bhullar also appeared in support of the application and confirmed that as commercial land goes for a higher price, the developer would be able to recover some of the servicing costs from same. Discussion ensued as to the need for commercial land in this subdivision, and Mr. Kalcsics added that it was his recollection that "C2"zoning allowed for multiple-family housing as a conditional use, and therefore, if in the future, there was no need for commercial land, the developer could, through conditional use approval, convert the "C2" land to a multiple-family development.

Mr. Kalcsics noted that the subject property has been vacant for a long time because of its ownership and configuration, and has experienced considerable problems relative to subdividing it. Approval of this subdivision would address a shortage of residential lots in the area. Mr. Kalcsics drew Committee's attention to the fact that two previous attempts to develop the subject property had failed, and that the property has been sitting vacant for over twenty-five years. Committee was advised that inasmuch as the subject property has almost a half mile of frontage on Keewatin Street, the developer is expected to contribute a significant portion towards the improvement of regional streets. Mr. Kalcsics stated the reality is such that this type of subdivision does not support that kind of imposition and requested Committee to consider the principle of traffic generation to determine the developer's fair share rather than using the frontage rate levy on Keewatin Street. Committee was advised that the conditions outlined in the

Administrative Coordinating Group, that are being imposed on this developer, are usually the type of conditions used for subdivisions four or five times the size of this proposed development. In this connection, Mr. Kalcsics requested Committee to consider apportioning costs for this development on the basis of traffic generation.

Mr. Kalcsics stated concurrence in the recommendations outlined in the report of the Manager of Planning and Land Use dated April 1, 2004, but had the following concerns with the Administrative Coordinating Group report dated April 1, 2004, namely:

1. Clause 4 -Concerned that the developer is upfronting the costs of the regional stormwater facility as opposed to what he is obliged to pay for with respect to land drainage. In this connection, Mr. Kalcsics asked that the developer be paid back the difference within a year of completion.

2. Clause 5 Believes that these costs relate to services previously installed on Keewatin Street and paid for by Manitoba Housing and Renewal Corporation. In this connection, Mr. Kalcsics requested that these costs are or should be written off inasmuch as they are an additional burden to this developer.

3. Clause 6 Requested that the pavement only be developed to the new street, just south of Jefferson Avenue.

4. Clause 7 Requested that the developer be required to contribute only a collector role on Adsum Drive, and not a regional role.

5. Clause 9 Feels the proportionate share is onerous based on the traffic from this subdivision.

6. Clause 10 Feels it is onerous and premature to ask this developer to pay for these costs.

7. Clause 11 Requested that the developer be required to pay for a 4.0 m pavement rather than a 5.0 m pavement.

8. Clause 12 Requests that the developer's share of these costs be based on the principle of traffic generation.

9. Clause 13 Requests that the developer's share of these costs be based on the principle of traffic generation.

10. Clause 14 Requests that the developer's share of these costs be based on the principle of traffic generation.

11. Clause 15 Requests that the developer's share of these costs be based on the principle of traffic generation.

Joan Hayter-Smith appeared in opposition to the application and advised Committee that she lives adjacent to the vacant field of the proposed subdivision. She expressed concern that a lot of the area residents, as well as the school, were not informed about the rezoning and subdivision application. In response thereto, the Planner responded that the application was advertised in two daily newspapers, the property posted, and a circulation letter sent to the Seven Oaks School Division and the Franco-Manitobain School Division. Mrs. Smith questioned the number, size and type of homes proposed to be constructed in this subdivision, and was advised that according to the report of the Manager of Planning and Land Use dated April 1, 2004, 270 single-family detached homes are proposed. Mrs. Smith stated concurrence with the construction of single-family housing, but expressed concern that the additional families will place an additional burden on the schools which are already overcrowded with classroom sizes that are already too large. Mrs. Smith also asked whether the lake proposed to be constructed will be accessible to the residents of the area, to which she was informed it was a stormwater retention pond for drainage and not recreational purposes. Concern was also expressed with respect to the additional traffic that will be generated with the proposed development, as well as by the construction traffic, which will add to the deteriorating and crumbling condition of the streets. Mrs. Smith advised Committee she was strongly opposed to the proposed "C2" zoning in the subdivision and stated there was no need for commercial land in a residential community.

In rebuttal, Mr. Kalcsics stated that a lot of the concerns expressed by Mrs. Hayter-Smith are essentially a symptom of something not finished. He commented there are a lot of things left undone in this area and the proposed subdivision will start other things happening, which will enable and permit improvements to be made to the community. Mr. Kalcsics also noted that the demographics of the community are such that the houses are twenty to twenty-five years old and even though the schools are hard-pressed for capacity, this is only a temporary situation and drew Committee's attention to the fact that the proposed development will take approximately four or five years to complete, thereby giving the School Division time to do proper planning.

Mr. Kalcsics reiterated that the developer believes there is a need and demand for a relatively modest commercial site within the proposed subdivision. Without the commercial designation, the developer may not be able to provide the full amenities they would like to see in the community. In conclusion, Mr. Kalcsics stated this represents a huge window of opportunity for the community and requested that favourable consideration be given in this matter.

Exhibit "6" referred to in File DASZ 38/2003

In reply please refer to / Référence à rappeler :

John S. Wintrup
(204) 986-5102
Fax / Téléc. : (204) 986-3684

File No. DASZ 38/03
Our c/f CP 500 (.321)

April 1, 2004

Ms. Diane Timmins, Community Clerk
Lord Selkirk - West Kildonan Community Committee
Council Building
510 Main Street
Winnipeg, MB R3B 1B9

Dear Ms. Diane Timmins:

SUBDIVISION AND REZONING
E/Side Keewatin N/of Paramount
Lord Selkirk - West Kildonan Community Committee
File No. DASZ 38/03

An application has been received from UMA Engineering (Don Hester) for approval of a plan of subdivision and related zoning change to amend By-Law No. 6400/94 by rezoning the land shown below from an "A-5" Agriculture District to a "PR-1" Parks and Recreation District, a "R1-4" Residential District and a "C2" Commercial District.

RELATED FILES: DASZ 7/81; DASZ 64/86; DAC 1/2004



SITE DESCRIPTION:

Site Area: The site area is approximately 61 acres (24.7 hectares).

Existing Land Use and Zoning: Vacant lands zoned "A-5" Agriculture District.

Surrounding Land Use and Zoning:

North: Across Jefferson Avenue, vacant land zoned "A-5" Agriculture District.
South: Inkster Industrial Park zoned "MP-2".
East: Across CPR Arborg, residential dwellings zoned "R1-4", "R1-5" and "R-2"
West: Across Keewatin Street right-of-way, vacant land zoned "A-5"; residential dwellings zoned "RM-3", "R1-4" and "R1-5".

DEVELOPMENT DESCRIPTION:

The applicant intends to subdivide and rezone the subject property from an "A-5" Agricultural District to a "PR-1" Parks and Recreation District, a "R1-4" Residential District and a "C2" Commercial District.

The proposed North Meadows residential neighbourhood will mainly contain single family dwellings on 40 foot wide lots in an area bounded by Jefferson Avenue, Keewatin Street, CPR Arborg and Inkster Industrial Park. A total of 293 residential lots will be provided along with a 0.74 acre commercial site, a 1.86 acre park and a 5.00 acre lake. The density of the development will be about 4.8 dwelling units per acre.

Adsum Drive will be extended west across the rail tracks to connect with Old Commonwealth Way. The lake will be developed at the southeast corner of Adsum and Keewatin Street. The proposed commercial lot with a "C2" zoning will be situated on the northeast corner of Adsum and Keewatin. Two roads will be connected to Adsum to serve the residential neighbourhoods to the north and south of Adsum. Both of these roads loop around to connect with Keewatin Street, which will be extended northwards to Jefferson Avenue. There will be no road access to Jefferson Avenue from the new development. The proposed park will be within the residential neighbourhood north of Adsum Way.

The applicant is proposing the project be completed in stages. Stage 1 has been submitted for the development of 19 acres for 73 building lots south of Adsum Way and around the proposed lake.

PLAN WINNIPEG:

The proposed concept complies with Plan Winnipeg in that a residential rezoning is allowed in Neighbourhood Policy Areas. The development constitutes infill development and supports compact urban form.

ADMINISTRATIVE COMMENTS:

A previous residential rezoning and subdivision for part of the subject lands included 92 single family dwellings and "R1-5" zoning. This application was approved but repealed in 2002 (By-law 7976/2002). There was also a previous application to rezone and subdivide the subject lands for industrial development.

The Department supports single family residential uses on the subject lands. The proposed use is consistent with the surrounding residential uses to the west and east of the new neighbourhood. It is a logical extension of the existing residential community.

Public Works has recommended that wood barrier fencing be constructed along the rear yards of lots backing onto CPR Arborg and Keewatin Street. Public Works has also recommended that a side yard set back of 13.0 metres be maintained for corner lots adjacent to Keewatin Street. Rear yards adjacent to Keewatin should also have a 17.5 metre setback.

Canadian Pacific Railway has provided information regarding guidelines for residential development next to rail corridors. The CPR opposes all residential development adjacent to their right-of-ways, however, it has some strict guidelines to buffer residents from their operations. The Planning and Land-use Division is recommending that a 50 foot (15.24 metre) setback between the rear property line and any habitable rooms of principal buildings that are adjacent to the CPR Arborg rail tracks. This setback has been applied in other, similar residential subdivisions adjacent to rail tracks.

In regards to the proposed "C2" Commercial District: this district is intended to regulate more intensive commercial sites that do not have a local or neighbourhood orientation. These land-uses tend to cater to a community wide market. This zoning category is common throughout the City of Winnipeg and is appropriate at the proposed location of a major intersection (Adsum and Keewatin). There are 104 Permitted Uses and 47 Conditional Uses in the "C2" Commercial District. The Planning and Land-Use Division is recommending that certain uses that are not appropriate for this specific location be discouraged from developing. These uses are not compatible with the surrounding residential dwellings to the north, east and west. The Division is also recommending that landscaped yards be provided to buffer any commercial business from the adjacent residential dwellings.

RECOMMENDATION:

A. That the plan of subdivision proposed under File No. DASZ 38/2003 be approved for preparation as a plan of subdivision by a Manitoba Land Surveyor in accordance with Schedule "A" for File No. DASZ 38/2003, attached hereto and dated April 1, 2004, for registration in the Winnipeg Land Titles Office, subject to the following:

1. That the Developer be required to enter into a Development Agreement with the City containing all the conditions outlined in the report of the Administrative Coordinating Group dated April 1, 2004;

B. That the Director of Planning, Property and Development be authorized to certify any documents in connection therewith.

C. That Zoning By-Law No. 6400/94 be amended by rezoning the subject land as shown on Schedule "A" for File No. DASZ 38/2003, attached hereto and dated April 1, 2004, to a "PR-1" Parks and Recreation District, a "R1-4" Residential District and a "C2" Commercial District subject to the applicant entering into a Zoning Agreement with the City pursuant to Section 240 (1) of The City of Winnipeg Charter Act, to include the following conditions:

1. That the Developer shall erect a uniform wood fence (2 metre in height) abutting the CPR Arborg Subdivision. Future owners of the individual building lots along this fencing shall be responsible for maintaining this fencing to the satisfaction of the Director of Planning, Property and Development.

2. That the Developer shall erect a uniform wood fence (2 metre in height) abutting Keewatin Street and Jefferson Avenue, except where prohibited by the zoning by-law. Future owners of the individual building lots along this fencing shall be responsible for maintaining this fencing to the satisfaction of the Director of Planning, Property and Development.

3. That for the development of any commercial building, and/or accessory parking area and/or signage, plans shall be submitted showing the location and design of the proposed buildings, the location and design of accessory parking areas, private approaches, garbage enclosures, fencing, landscaping and signage to the Lord Selkirk - West Kildonan Community Committee for plan approval prior to the issuance of any building or development permit, and thereafter all to be maintained to the satisfaction of the Director of Planning, Property and Development;

4. That the commercial land be restricted as follows;

    i. The following uses shall NOT be permitted on the land:

    AUTOMOBILE, including motorcycle: RENTAL, SALES, including accessory REPAIR, SERVICE, INSTALLATION OF SUPPLIES/PARTS
    AUTOMOBILE, including motorcycle: SUPPLIES/PARTS, SALES
    BEER: SALES
    BINGO PARLOUR
    BOWLING ALLEY
    BUS STATION
    CONTRACTORS' ESTABLISHMENT
    EXTERMINATOR
    FARM SUPPLIES: SALES
    FUEL: SALES kiosk
    HOTEL, including MOTEL, limited to guest rooms
    LIQUOR: SALES
    MACHINERY/HEAVY EQUIPMENT SUPPLIES and PARTS:SALES, INSTALLATION, SERVICE
    MOBILE HOME PARK
    MOTORS or MACHINES, RECREATIONAL or UTILITY, including power toboggans, outboard motors, lawn mowers: RENTAL, SALE, SERVICE
    PARKING AREA, non-accessory
    PAWNSHOP
    TATTOO PARLOUR
    TERMINAL for HAULAGE, MOTOR FREIGHT STATION, excluding an intermodal terminal
    TERMINAL for COURIER/DELIVERY/ EXPRESS SERVICE, CLEANING SERVICE, KEY AND LOCK SERVICE, SECURITY SERVICE, TAXI, or similar service
    TIRE: SALES, SERVICE

    ii. That there shall be no advertising signs, mobile signs, poster signs and A-frame signs on the entire site, except that a mobile sign shall be permitted on the site for a period of thirty (30) days in association with an official opening event;

    iii. That no illuminated signage be erected on the north side or the east side of the building or the lot;

    iv. That the northerly most 25 feet of the property be used only for landscaping;

v. That a landscaped setback of 10 feet be provided along Keewatin Street and Adsum Way;

vi. That prior to the issuance of any occupancy permits, all garbage containers be fully enclosed by a brick/concrete, and/or wood barrier fence that is at least 6 inches above the top of the garbage container, and thereafter maintained to the satisfaction of the Director of Planning, Property and Development;

D. That residential lots with rearage on Keewatin Street shall provide a minimum rear yard of 57.4 feet (17.5 metres).

E. That a minimum side yard of 42 feet (13.0 metres) be maintained for single family residential lots that flank (corner side yards) Keewatin Street.

F. That residential lots with rearage on the CPR Arborg rail right-of-way shall provide a minimum 50 foot (15.24 metre) setback between the rear property line and any habitable rooms of principal buildings.

G. That in the event this application is not proceeded with expeditiously and the by-law is not enacted within twenty-four (24) months after adoption of this report by Council, the matter shall be deemed to be concluded and shall not be proceeded with unless an extension of time is applied for prior to the expiry of this twenty-four (24) month period and the extension is subsequently approved by Council.

H. That the City Solicitor be requested to prepare the necessary by-law in accordance with the above.

I. That the subdivision section of the by-law shall come into force and effect upon execution by the City of Winnipeg of the Servicing Agreement.

J. That the zoning section of the by-law shall come into force and effect when the Plan of Subdivision has been registered in the Winnipeg Land Titles Office, and the Zoning Agreement has been filed by caveat in the Winnipeg Land Titles Office against those lands provided that the said effective date occurs within twenty-four (24) months from the date that the said rezoning by-law is adopted by Council.

K. The Plan of Subdivision shall be approved and signed by the Director of Planning, Property and Development within two (2) years of the date of passage of the aforementioned by-law.

L. In the event that the necessary City of Winnipeg mylar approval signatures have not been secured within 24 months after adoption of the by-law, the matter shall be deemed to be concluded and shall not be proceeded with unless Council extends that time.

Final

Yours truly,

C. Knoll
Manager of Planning and Land Use

_____

Per: John S. Wintrup, Planner
Lord Selkirk - West Kildonan Community
986-5102

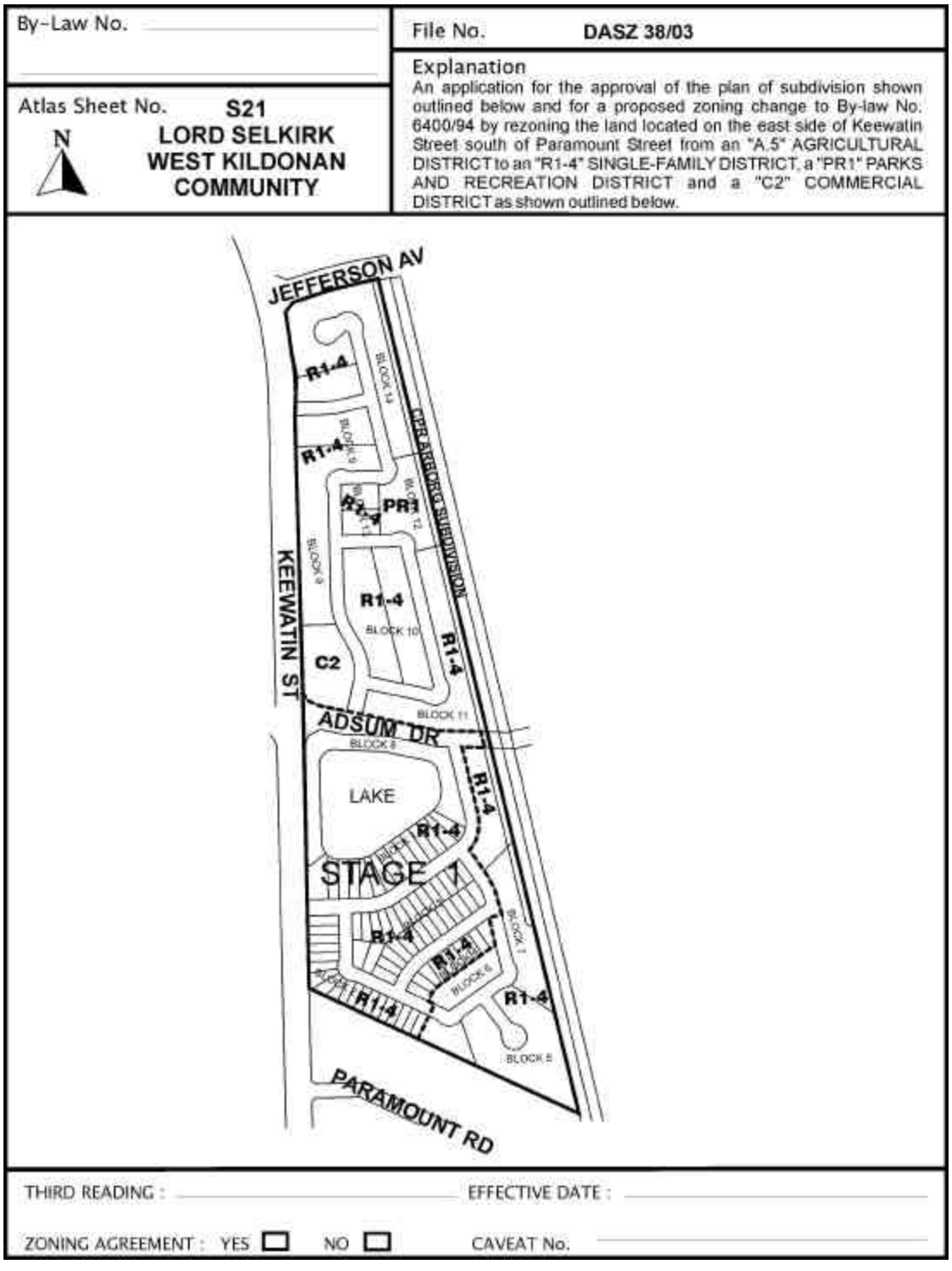


Figure 1: Schedule "A" to the report to the Lord Selkirk - West Kildonan Community Committee for File No. DASZ 38/03, dated April 1, 2004.

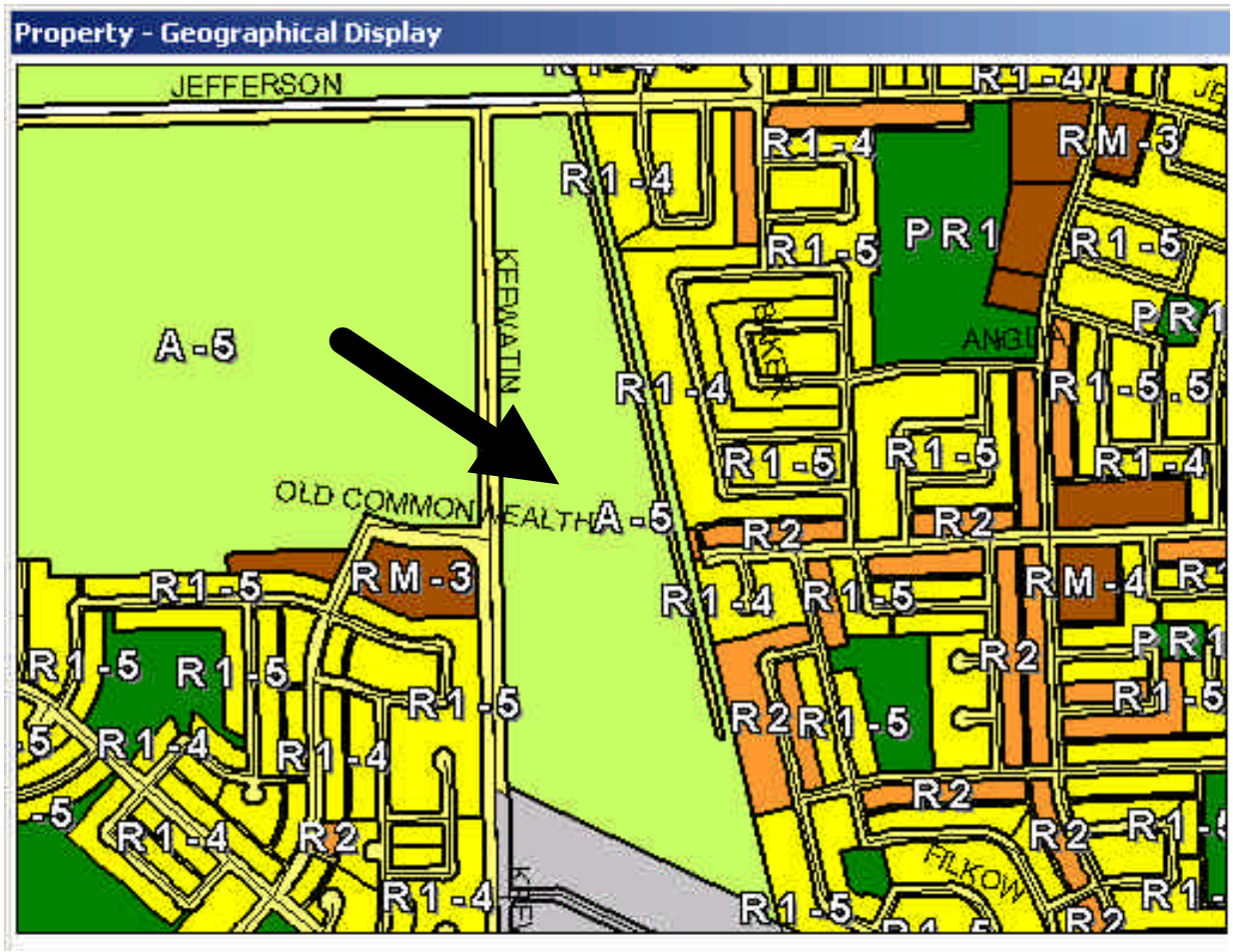


Figure 2: Existing Zoning for subject property and Surrounding Area.

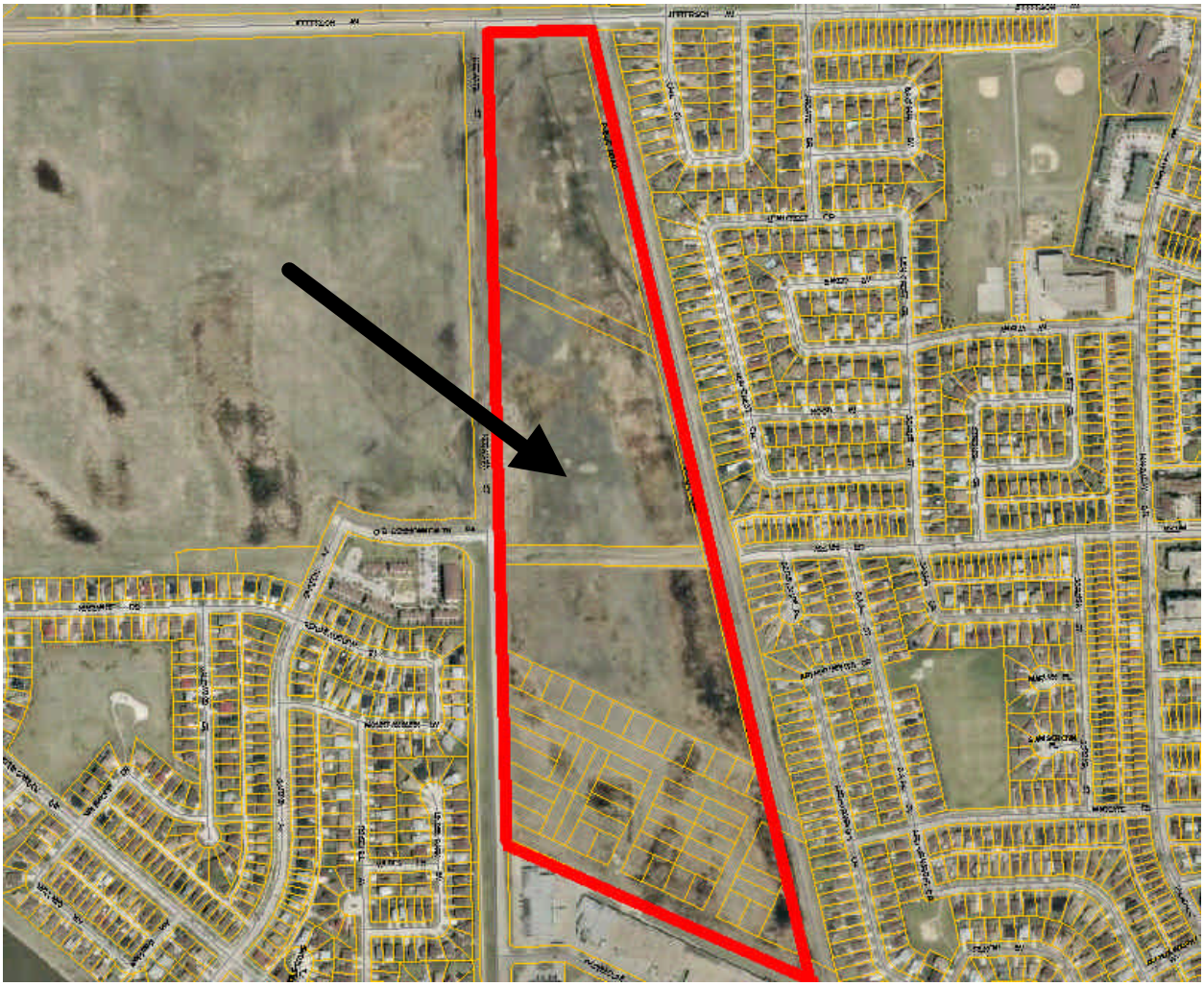


Figure 3: Existing Land-Uses for subject property and Surrounding Area.

Re: Proposed subdivision and rezoning of land located on the east side of Keewatin Street north of Paramount Road – DASZ 38/03

An application has been submitted by UMA Engineering Ltd. to subdivide and rezone land located on the east side of Keewatin Street north of Paramount Road. The Developer is proposing to develop the land in a number of stages with Stage 1 being at the south end and includes the Adsum Drive right-of-way.

It is recommended that the proposed plan of subdivision be amended as follows:

1. Adsum Drive is to be extended from its existing terminus east of the CPR Arborg Subdivision to Keewatin Street to the satisfaction of the Director of Public Works. It is to be established with a 22.0m right-of-way except near Keewatin Street where the right-of-way is to be 32.0m in width. The 32.0m in width section is to extend to a point 60.0m east of Keewatin Street or to at least 20.0m east of its intersection with the proposed street running to the north off Adsum Drive and then taper to 22.0m in width through an additional 60.0m. Adsum Drive is to intersect Keewatin Street coincident with the Old Commonwealth Path right-of-way. Curves in the alignment of Adsum Drive are to have a minimum centre-line radius of 170m. Adjacent curves are to be separated by a minimum tangent section of 60.0m.
2. The Developer shall dedicate and legally open property for right-of-way corner cuts in the southeast and northeast corners of the intersection of Adsum Drive with Keewatin Street as illustrated on the attached Figure 1, to the satisfaction of the Director of Public Works.
3. The Developer shall dedicate and legally open property required for the realignment of Jefferson Avenue at Keewatin Street as illustrated on the attached Figure 2, to the satisfaction of the Director of Public Works.
4. It is desirable for Adsum Drive to cross the CPR Arborg Subdivision at a 90° angle for reasons of safety. The applicant is to ensure that the geometric design of the crossing meets the requirements of Transport Canada's Road/Rail Technical Standards for Road Geometry (Grade Crossing and Road Approaches).
5. Street rights-of-way required to accommodate land drainage sewers of a diameter greater than 525mm shall be widened by 2m.

It is recommended that approval of the amended plan be subject to the Developer entering into a Development Agreement containing the following:

1. The Developer shall, at no expense to the City, construct watermains and wastewater sewers required to serve the proposed subdivision including 250mm watermains in Adsum Drive and Jefferson Avenue from the existing stubs east of the CPR tracks to Keewatin Street and a 300mm watermain in Keewatin Street from Paramount Road to Jefferson Avenue, to the satisfaction of the Director of Water and Waste.

2. The Developer shall, at no expense to the City, construct water and wastewater lot line connections to serve the proposed subdivision as determined by and to the satisfaction of the Director of Water and Waste.

3. The Developer shall, at no expense to the City, construct land drainage sewers required to serve the proposed subdivision including regional stormwater facilities.

4. a) The Developer shall sell the land to the City required to accommodate regional stormwater facilities at a price approved by the City. The 2003 rate is $20,000.00 per acre.

   b) The Developer shall pay its share of the cost of regional land drainage facilities benefiting the proposed subdivision as determined by the Director of Water and Waste. The 2004 rate therefor is $10,796.00 per acre. The cost of regional land drainage facilities constructed by the Developer and the cost of land purchased by the City as described in a) above shall be credited against that share.

5. The Developer shall pay to the City in cash, on demand, its share of the cost of the following services previously installed or to be installed in Keewatin Street between the south limit of the subject property and Adsum Drive:

   a) a 4.0m in width by 200mm in thickness portland cement concrete lane of pavement and all related works;
   b) a 1.5m in width by 100mm in thickness portland cement concrete sidewalk;
   c) street lighting;
   d) landscaping in the east boulevard;

   all as determined by the Director of Public Works.

6. The Developer shall, at no expense to the City, construct the following works in Keewatin Street between Adsum Drive and Jefferson Avenue:

   a) an 8.0m in width by 200mm in thickness portland cement concrete lane of pavement and all related works;
   b) a 1.5m in width by 100mm in thickness portland cement concrete sidewalk in the east boulevard;
   c) street lighting;
   d) landscaping in the east boulevard;

   All as determined by and to the satisfaction of the Director of Public Works. The City will endeavour, within the limits of its powers to make recoveries from other benefiting landowners through subsequent agreements.

Should other abutting land owner(s) necessitate the installation of the above-referenced services prior to this Developer proceeding with development on these lots the Developer shall pay to the City, in cash, on demand, its share of the cost of the following works:

a) a 4.0m in width by 200mm in thickness portland cement concrete lane of pavement and all related works;
b) a 1.5m in width by 100mm in thickness portland cement concrete sidewalk;
c) street lighting;
d) landscaping in the east boulevard;

all as determined by the Director of public Works.

7. a) The Developer shall, at no expense to the City, construct portland cement concrete pavements to widths of 8.0m and 10.0m, by 200mm in thickness in Adsum Drive between the terminus of the existing concrete pavement east of the CPR Arborg Subdivision and Keewatin Street and all related works including, but not necessarily limited to sidewalks on both sides of Adsum Drive, street lighting, boulevard landscaping, land drainage sewer and the railway crossing all as determined by and to the satisfaction of the Director of Public Works.

b) When Adsum Drive is constructed between its present terminus east of the CPR Arborg Subdivision and Keewatin Street the Developer shall, at no expense to the City, construct in asphaltic concrete pavement the necessary works in Old Commonwealth Path, west of Keewatin Street, to transition from the four-lane divided cross section to be constructed in Adsum Drive to the two-lane cross section of Old Commonwealth Path as determined by and to the satisfaction of the Director of Public Works.

Should Old Commonwealth Path be upgraded to a four-lane divided cross section prior to construction of Adsum Drive this condition would become redundant.

c) Prior to the completion of development in Stage 1, the Developer shall post a letter of credit to guarantee a 50% share of the cost of constructing Adsum Drive, including the works related to the crossing of the CPR Arborg Subdivision and 50% of the Developer's share of the works related to the intersection of Keewatin Street and Adsum Drive referred to in Clauses 9 and 14.

8. a) The Developer shall, at no expense to the City, construct portland cement concrete pavement to a width of 10.0m and a thickness of 200mm in proposed Road "A" between Keewatin Street and proposed Road "B", and all related works including, but not necessarily limited to Portland cement concrete sidewalk in the south boulevard, boulevard landscaping, ornamental street lighting and land

drainage sewer, all as determined by and to the satisfaction of the Director of Public Works. (Attached is a copy of a plan identified as Figure 3 which shows the location of Roads "A" and "B").

b) The Developer shall, at no expense to the City, construct portland cement concrete pavement to a width of 7.5m and a thickness of 150mm in all streets within the proposed subdivision, and all related works including, but not necessarily limited to boulevard landscaping, ornamental street lighting and land drainage sewer, all as determined by and to the satisfaction of the Director of Public Works.

9. The Developer shall pay to the City in cash, on demand, the cost of constructing in portland cement concrete pavement, a southbound left turn storage lane, upstream transition and 50% of the median opening on Keewatin Street at Adsum Drive as determined by the Director of Public Works.

10. The Developer shall pay to the City in cash, on demand, the cost of constructing in portland cement concrete pavement, median openings on Keewatin Street at the two local street intersections with Keewatin Street as determined by the Director of Public Works.

11. The Developer shall pay to the City in cash, on demand, the estimated cost of constructing a 5.0m in width by 200mm in thickness portland cement concrete pavement and all related works in Jefferson Avenue between Keewatin Street and the CPR Arborg Subdivision, including, but not necessarily limited to street lighting in the south boulevard, boulevard landscaping in the south boulevard, portland cement concrete sidewalk in the south boulevard and land drainage sewer all as determined by the Director of Public Works.

12. The Developer shall, at no expense to the City, pay all costs associated with the installation of automatic railway crossing protection at the Adsum Drive crossing of the CPR Arborg Subdivision, as determined by the Director of Public Works. The City will endeavour within the limits of its powers to make recoveries from other benefiting landowners through subsequent agreements.

13. The Developer shall pay to the City in cash, on demand, 50% of the cost of the installation of automatic railway crossing protection at the Jefferson Avenue crossing of the CPR Arborg Subdivision, as determined by the Director of Public Works.

14. The Developer shall pay to the City in cash, on demand, 50% of the cost of the installation of traffic control signals and all related works, including, but not necessarily limited to pedestrian and vehicular actuation, interconnection to adjacent traffic control signals and railway crossing protection and audible pedestrian signals at the intersection of Keewatin Street and Adsum Drive when and as determined by the Director of Public Works.

15. The Developer shall pay to the City in cash, on demand, 25% of the cost of the installation of traffic control signals and all related works, including, but not necessarily limited to pedestrian and vehicular actuation, interconnection to adjacent traffic control signals and railway crossing protection and audible pedestrian signals at the intersection

of Keewatin Street and Jefferson Avenue when and as determined by the Director of Public Works.

16. The Developer shall, at no expense to the City, cause to be installed standard reflectorized permanent street name signs to be installed at all new street intersections being created as a result of the subdivision.

17. The Developer shall, at no expense to the City, cause underground electrical and telephone services to be installed to serve the proposed subdivision to the satisfaction of the Director of Public Works.

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

19. The Developer shall, at no expense to the City, be responsible to control and to initiate the clean-up of litter and refuse from the contractors and builders for this development, both on-site and off-site, during the installation of services and construction of buildings, until completion of all construction. The clean up of litter and refuse shall be done on a regular basis as determined by the Director of Public Works. This shall include initiating action and assuming all costs in remedying the situation to the satisfaction of the Director of Public Works.

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

21. The Developer shall, at no expense to the City, construct a cul-de-sac type vehicle turnaround at the terminus of each temporarily dead-ended street and provide any right-of-way or easements necessary to accommodate same, all as determined by and to the satisfaction of the Director of Public Works.

22. The Developer shall ensure that two paved means of vehicular access are available at all times through all stages of development of the Planned Area to the satisfaction of the Director of Public Works. This may require the construction of temporary roadways and the provision of easements or right-of-way therefor.

23. The Developer shall, at no expense to the City, erect and maintain barricades and signing across the full width of any temporarily dead-ended streets, due to phasing of development, immediately upon completion of the paving or when house construction has begun, whichever is sooner, as determined by and to the satisfaction of the Director of Public Works.

24. The Developer shall install signs at the entrances to the subdivision, upon which is displayed a plan of the subdivision showing thereon the locations of all proposed sidewalks, community mail boxes, Public Reserve areas, the proposed "C2" site, the CPR Arborg Subdivision and Keewatin Street, Jefferson Avenue and Adsum Drive.

25. The Developer shall dedicate 8% of the land within the proposed subdivision as public open space or pay cash in lieu thereof in accordance with City policy. Land purchased by the City for regional land drainage purposes shall not be included in any open space calculations.

26. The Developer shall pay $1,200.00 per acre to defray the City's administration and related costs associated with the preparations and implementation of the Development Agreement.

27. The Developer shall, at no expense to the City, construct within the rear yards of all lots abutting the CPR Arborg Subdivision, a uniform fence 2.0m in height, to the satisfaction of the Director of Public Works. The Developer is to permit the City to file a caveat against the title of each of these proposed lots abutting the CPR Arborg Subdivision requiring the owner(s) to maintain and/or repair or replace the fence as originally constructed, to the satisfaction of the Director of Public Works. Said fence is intended to ensure that "pedestrian trespass" to the tracks does not become a consequence of the subject development, thereby jeopardizing existing and/or future anti-whistling regulations along the subject railway line.

28. The Developer shall, at no expense to the City, construct within the rear yards of all single family lots abutting Keewatin Street, a uniform noise attenuation fence 2.0m in height, to the satisfaction of the Director of Public Works. The Developer is to permit the City to file a caveat against the title of each of these proposed lots abutting Keewatin Street requiring the owner(s) to maintain and/or repair or replace the fence as originally constructed, to the satisfaction of the Director of Public Works.

29. There are to be no private approaches serving single family residential development off Keewatin Street, Adsum Drive or Jefferson Avenue.

30. The Developer shall pay the full cost of engineering services provided by or on behalf of the City in connection with the installation of services required to serve the proposed subdivision.

THIS REPORT SUBMITTED BY:
Administrative Coordinating Group
File No. AG 38/03
April 1, 2004 V:\7-ACG
Reports\03ag38-report.doc

"Original signed by E.L. Carrière"
Land Development Engineer

"Original signed by K.T. Raban"
Water and Waste Department

"Original signed by R.J. Hartmann"
Public Works Department
Transportation Division

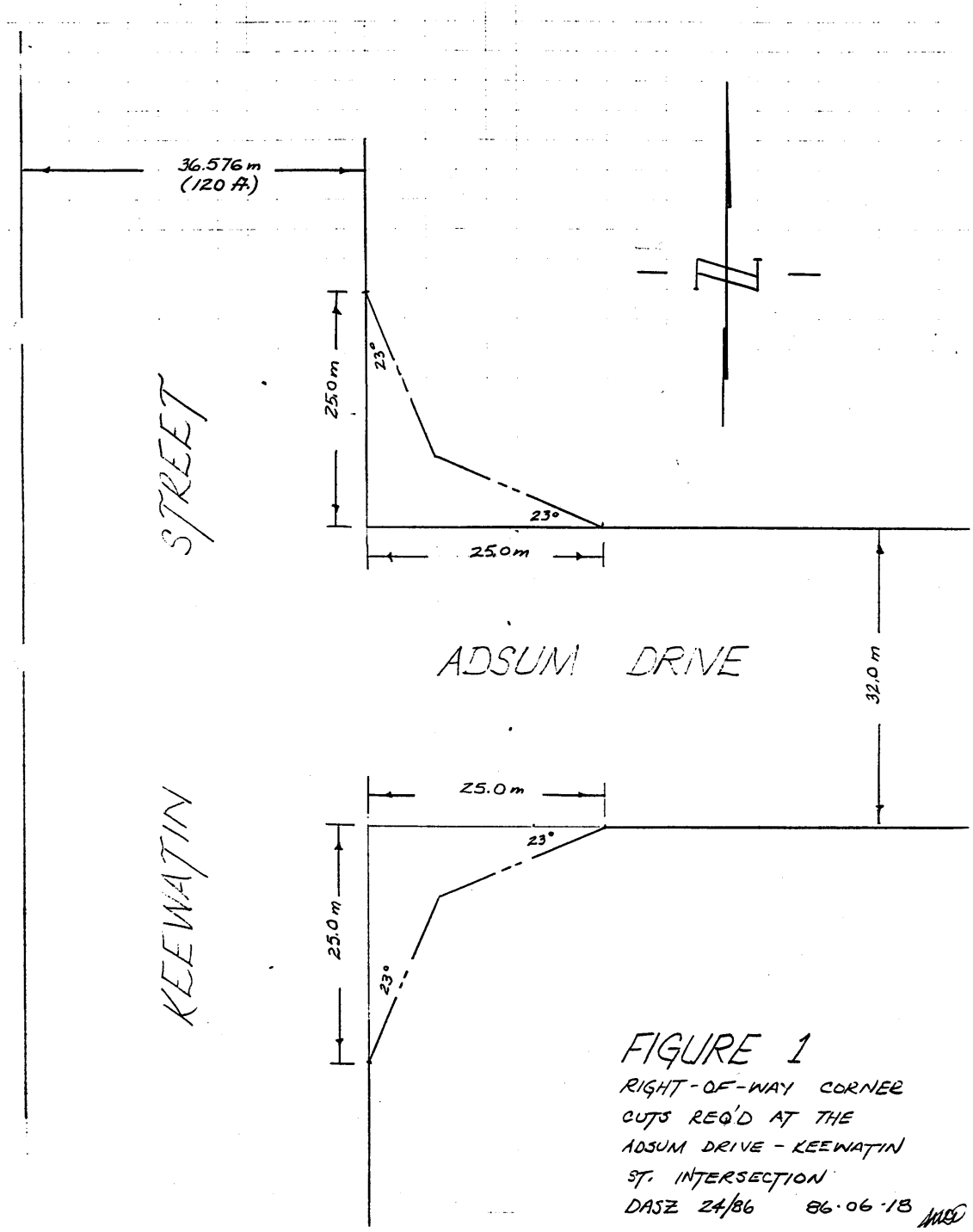


FIGURE 1
RIGHT-OF-WAY CORNER CUTS REQ'D AT THE ADSUM DRIVE - KEEWATIN ST. INTERSECTION
DASZ 24/86 86.06.18

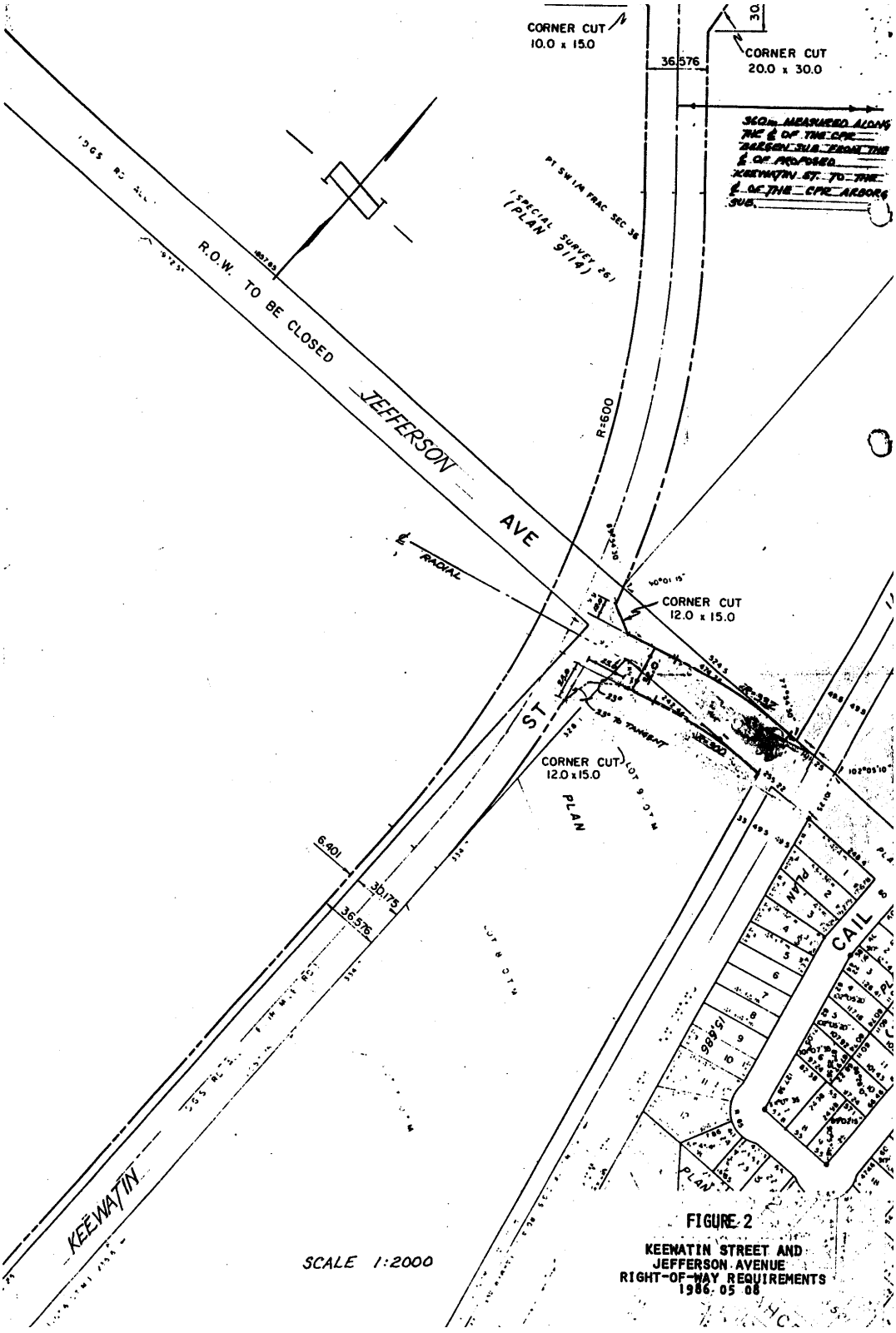


FIGURE 2
KEEWATIN STREET AND
JEFFERSON AVENUE
RIGHT-OF-WAY REQUIREMENTS
1986.05.08

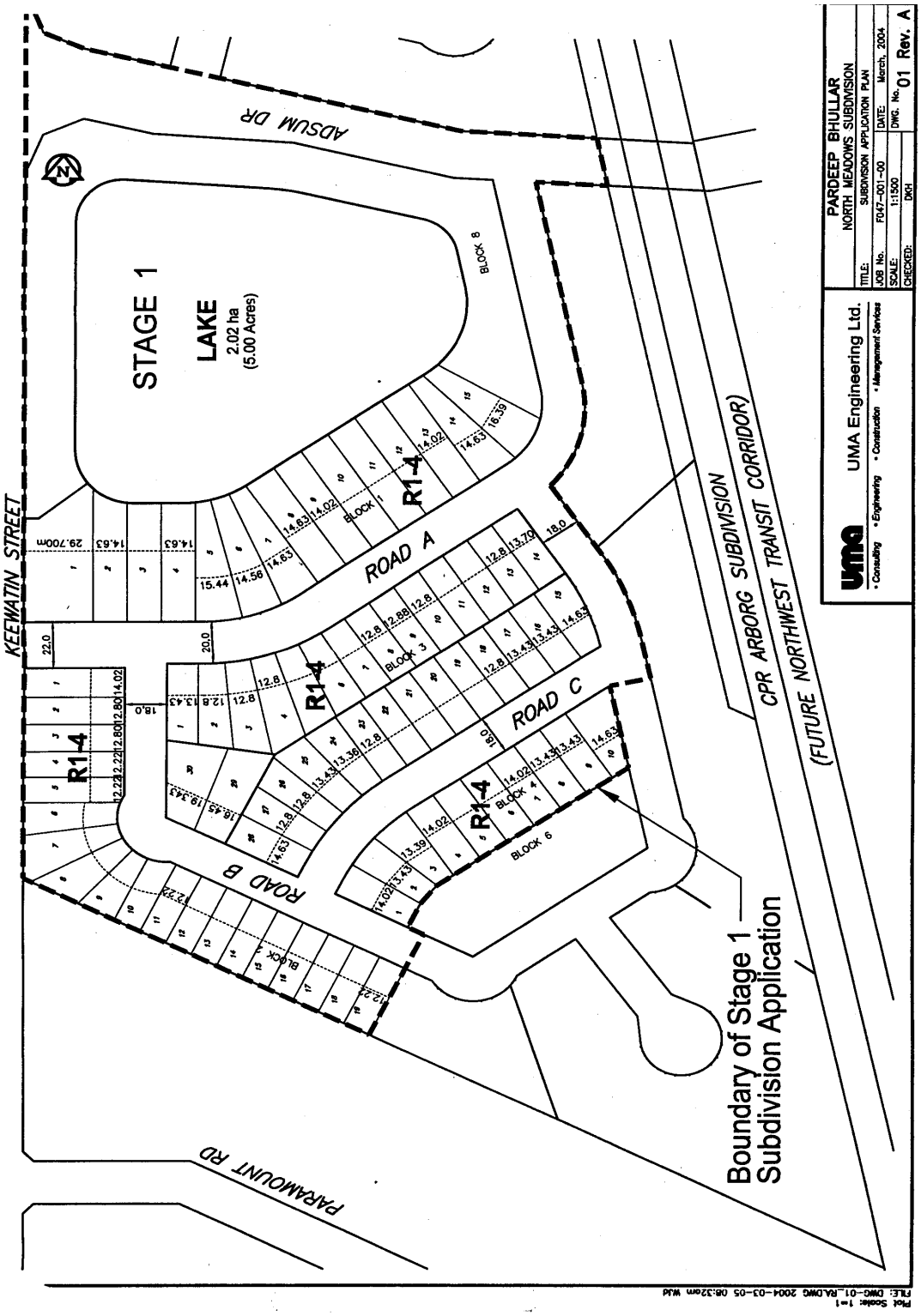


Figure 3 to Report for AG 30/03