SCHEDULE B

REPORT OF THE ADMINISTRATIVE COORDINATING GROUP

RE: PROPOSED SUBDIVISION AND REZONING OF LAND LOCATED NORTHEAST OF COBBLE HILL RD AND FERNBANK AV AND LAND LOCATED SOUTHEAST OF FERNBANK AV AND KITE BY (HIGHLAND POINT PHASE 5)

It is recommended that approval of DASZ 41/2024, if granted, be subject to the applicant entering into a Development Agreement containing the following conditions:

Section I – General Comments

1) Parks does not recommend a pathway along the south limit of the most easterly stormwater management pond. A pathway at this location would lead to the rail line and encourage unpermitted rail line access. Parks recommends the pond at this location be enlarged to support and that no public park reserve dedication be provided adjacent to the easterly pond, in order to discourage an informal pathway leading to the rail line. The proposed multi-use paths along the collector roads in the planned area, can provide future access to the rail line should it become an active transportation pathway. Both roads are within 600m from each other, meeting the Pedestrian and Cycling Strategies network spacing requirement.

Section II – Plan Considerations

1) Public Lanes serving single- or two-family residential development are to be accommodated with a right-of-way width of 6.25m; Public Lanes serving multi-family residential and commercial development are to be accommodated with a right-of-way width of 7.25m, to the satisfaction of the Director of Public Works.

2) The proposed frontage road is to be accommodated with a minimum right-of-way width of 9.0 and the terminus points of the frontage road are to be located and designed to the satisfaction of the Director of Public Works.

3) The proposed collector adjacent the frontage roads shall be established with additional right-of-way to accommodate a 9.0m boulevard. The intended purposes of the wider boulevard is to accommodate a path within the boulevard of the frontage road.

Section III – Engineering Studies

1) The Developer shall, at no expense to the City, conduct geotechnical investigations in accordance with the City's "Guidelines for Site Investigation Requirements for Public Works Street Projects" and develop pavement designs, all to the satisfaction of the Director of Public Works.

2) The Developer shall provide an updated comprehensive servicing report, prepared by a qualified municipal engineer, which shall outline the provision of underground services required for the Planned Area and adjacent lands, as determined by and to the satisfaction of the Director of Water and Waste.

3) The Developer shall submit Servicing Criteria Sheets for water, wastewater and land drainage facilities, including plans showing the current and ultimate service areas, as determined by and to the satisfaction of the Director of Water and Waste.

Section IV - Servicing Conditions

1) Water Mains

The Developer shall, at no expense to the City, construct and install all water mains required to serve the Planned Area and adjacent lands as indicated by the servicing report, to the satisfaction of the Director of Water and Waste.

2) Wastewater Sewers

The Developer shall, at no expense to the City, construct and install all wastewater sewers required to serve the Planned Area and adjacent lands as indicated by the servicing report, to the satisfaction of the Director of Water and Waste.

3) Land Drainage Sewers

The Developer shall, at no expense to the City, construct and install all land drainage sewers required to serve the Planned Area and adjacent lands as indicated by the servicing report, to the satisfaction of the Director of Water and Waste.

4) Offsite Regional Land Drainage Improvements

a) The Developer shall construct, and bridge-finance the cost of constructing, offsite regional land drainage sewers and associated works to serve the Planned Area and adjacent lands as indicated by the servicing report, to the satisfaction of the Director of Water and Waste.

b) The Developer shall pay its share of the cost of the said offsite regional land drainage works, as determined by the Director of Water and Waste.

c) If the Developer's share of the cost of constructing the said offsite regional land drainage works in accordance with Clause a) is greater than the Developer's share of that cost determined under Clause b), the City shall reimburse the Developer for the amount of the difference, as and when the amount of the difference is determined by the Director of Water and Waste, subject to approval by City Council of capital funding for that reimbursement and availability of funds recovered from third parties in accordance with this Agreement. Interest, calculated in accordance with the Development Agreement Parameters, will be added to the amount of the difference calculated from the date of the first anniversary of substantial completion of construction for the naturalized regional stormwater management facilities.

5) Stormwater Retention Facilities

a) The Developer shall construct, and bridge-finance the cost of constructing, naturalized regional stormwater management facilities and associated works to serve the Planned Area and adjacent lands, in accordance with the "Criteria for Stormwater Management" (adopted by City Council on April 25, 2001), as determined by and to the satisfaction of the Director of Water and Waste.

b) The Developer shall dedicate to the City any land, and shall provide to the City all easements, required to accommodate the naturalized regional stormwater management facilities, as determined by and to the satisfaction of the Director of Water and Waste in accordance with the City's Development Agreement Parameters.

c) The Developer shall pay its share of the cost of the said naturalized regional stormwater management facilities (including future offsite regional land drainage costs, as required), as determined by the Director of Water and Waste.

d) The Developer's share of the stormwater management facilities owing under this agreement shall be credited against the cost of the facilities to be constructed or previously constructed by the Developer.

e) If the Developer's share of the cost of constructing the said naturalized regional stormwater management facilities in accordance with Clause a) is greater than the Developer's share of that cost determined under Clause c), the City shall reimburse the Developer for the amount of the difference, as and when the amount of the difference is determined by the Director of Water and Waste, subject to approval by City Council of capital funding for that reimbursement and availability of funds recovered from third parties in accordance with this Agreement. Interest, calculated in accordance with the Development Agreement Parameters, will be added to the amount of the difference calculated from the date of the first anniversary of substantial completion of construction for the naturalized regional stormwater management facilities.

f) The Developer shall, prior to construction, provide to the City a separate Letter of Credit in an amount equal to 15% of the construction cost of the naturalized regional stormwater management facilities and associated works, as determined by and to the satisfaction of the Director of Water and Waste. The City shall release this separate Letter of Credit to the Developer upon issuance of the Final Acceptance Certificate.

g) The Developer shall submit to the Director of Water and Waste and to the Director of Public Works for their approval construction plans and specifications for grading, leveling and vegetating the public land components of any storm water retention basins within the Planned Area prior to beginning construction of same.

h) The Developer shall, at no expense to the City, grade, level, and vegetate all public land components of all storm water retention basins within the Planned Area in accordance with approved construction plans and specifications to the satisfaction of the Director of Water and Waste and the Director of Public Works.

i) Despite anything else in this Agreement, the Developer shall maintain all storm water retention basins within the Planned Area, including naturalized channels, as determined by and to the satisfaction of the Director of Water and Waste and the Director of Public Works, as follows:

    i) 2 years (following the date of Construction Completion) for the physical construction of the storm water retention basins including excavation and hard infrastructure; and

    ii) 5 years (following the date of Construction Completion) for the vegetation planting.

j) The Developer shall enter into an agreement to caveat all private lots abutting any storm

water retention basin within the Planned Area, outlining the special conditions for the maintenance of the vegetated areas at the rear of the private lots as determined by and to the satisfaction of the Director of Public Works.

k) The Developer shall, at no expense to the City, develop and provide to the City a performance specification document for the storm water retention basins within the Planned Area, to the satisfaction of the Director of Public Works, that assesses the constructed wetlands vegetative condition. The Developer shall, at no expense to the City, develop and provide to the City a performance specification document for the wetland vegetation, to the satisfaction of the Director of Public Works, and shall conduct routine vegetation assessments for 5 years following construction of the storm water retention basins to determine whether the wetland vegetation is meeting the performance specification and shall take appropriate remedial action, where necessary, as determined by the Director of Public Works.

l) As a condition of issuance of a Final Acceptance Certificate by the Director of Public Works, the Developer shall, at no expense to the City, prepare an operation manual for the storm water retention basins that will ensure the long-term viability of the wetland by maximizing ecological benefits and minimizing maintenance, to the satisfaction of the Director of Public Works.

6) Lot Line Service Connections

a) The Developer shall, at no expense to the City, construct and install wastewater and water building services from the wastewater sewers and water mains to service all single-family and two-family lots within the Planned Area, as determined by and to the satisfaction of the Director of Water and Waste.

b) The Developer shall ensure that the private sewer service for each single- family and two-family lot remains plugged from installation until the foundation excavation has been backfilled and the roof of the dwelling has been sheathed, after which the private sewer service pipe may be connected to the wastewater system, and the Developer will indemnify the City against all actions, claims, demands, damages, losses and costs, including legal and court costs, suffered or incurred by the City arising out of any failure to do so.

c) The Developer shall replace or repair, to the satisfaction of the Director of Water and Waste, any water service pipe or private sewer service pipe determined by the Director of Water and Waste to be defective within one year following the date the water to the lot serviced by that water service pipe or private sewer service pipe is turned on by the City for domestic use, and shall pay to the City any and all costs incurred by the City associated with any such defect.

7) Lot Grading

a) The Developer shall, at no expense to the City and prior to the issuance of any building permit in respect of the Planned Area, provide a lot grading plan, prepared by a municipal engineer, for the Planned Area, to the satisfaction of the Director of Water and Waste.

b) The Developer shall, at no expense to the City, construct all drainage works necessitated by the lot grading plan of record to the satisfaction of the Director of Water and Waste.

c) Prior to the issuance of any building permits in respect of the Planned Area, the Developer shall, at no expense to the City, construct all swales, catchbasins and leads required to provide lot drainage within the Planned Area.

d) Upon registration of the approved subdivision mylars in the Land Titles Office, the Developer shall, at no expense to the City, grant to the City and register easements in respect of all swales, catchbasins and leads for lot drainage within the Planned Area.

8) Pavements

a) The Developer shall, at no expense to the City and as determined by and to the satisfaction of the Director of Public Works, construct Portland cement concrete pavements 7.5m, 8.0m and 10.0m wide and all related works including, but not limited to street lighting, boulevard landscaping and land drainage sewer within all streets.

b) The Developer shall, at no expense to the City and as determined by and to the satisfaction of the Director of Public Works, construct Portland cement concrete pavements 5.0m wide within the proposed public lanes within the Planned Area serving single or two-family residential development, and 6.0-m-wide within the proposed public lanes within the Planned Area serving multi-family residential and commercial development.

c) The Developer shall, at no expense to the City and as determined by and to the satisfaction of the Director of Public Works, construct Portland cement concrete pavements 6.0m wide within the proposed frontage roads within the Planned Area, and all related works including, but not limited to, boulevard landscaping and drainage works.

9) Share of Traffic Control Signals – McPhillips Street and Murray Avenue

The Developer shall pay to the City, in cash, their share of the costs associated with the installation of traffic control signals and all related works (including but not limited to pedestrian and vehicular actuation and interconnection to adjacent traffic control signals, countdown and audible pedestrian signals) at the intersection of McPhillips Street and Murray Avenue, as determined by and to the satisfaction of the Director of Public Works.

10) Fernbank Avenue

a) The Developer shall, at no expense to the City, construct Portland cement concrete pavement from the existing Fernbank Avenue pavement to Murray Avenue, including but not limited to street lighting, boulevard landscaping and land drainage sewer, sidewalk on one side, pathway on the other side, all as determined by and to the satisfaction of the Director of Public Works.

b) The City will endeavor, within the limits of its powers, to make recoveries from other benefiting privately owned land(s) through subsequent development agreements.

11) Sidewalks/Multi-use Pathways

a) The Developer shall, at no expense to the City construct a 1.5m wide Portland cement

concrete sidewalks and/or a multi-use pathway on the standard alignment, 0.3m from the property line, along both sides of all streets within the Planned area with rights-of-way measuring 22.0m in width, as determined by and to the satisfaction of the Director of Public Works.

b) The Developer shall, at no expense to the City, construct 1.5m and/or 1.8m wide Portland cement concrete sidewalks and all related works, on the standard alignment, 0.3m from the property line, and/or on an alignment as determined by the Public Works Department, conceptually as shown in Schedule C, all as determined by and to the satisfaction of the Director of Public Works.

c) The Developer shall grant to the City, at no expense to the City, any snow storage easements as may be necessitated by the sidewalk alignment, as determined by and to the satisfaction of the Director of Public Works.

d) The Developer shall construct sidewalks concurrently with the pavements with which they share the right-of-way, as determined by and to the satisfaction of the Director of Public Works.

12) Private Approaches

There shall be no private approaches serving single family or two-family residential development off residential collector streets (i.e. rights-of-way measuring 22.0m or greater in width).

13) Boulevards

a) The Developer shall, at no expense to the City, sod, and plant trees on, all boulevards within and fronting on the Planned Area, all in accordance with City specifications and guidelines and, where required, with concept plans prepared by the Developer and submitted to, and approved by, the Director of Public Works.

b) The Developer shall, at no expense to the City, maintain the sod for a period of one year and the trees for a period of two years, in accordance with specifications approved by the Director of Public Works.

14) Two Means of Vehicle Access

a) The Developer shall, at no expense to the City, 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.

b) The Developer shall, at no expense to the City, construct temporary paved roadways and provide easements or rights-of-way in respect of clause a) above, as determined by and to the satisfaction of the Director of Public Works.

15) Temporary Dead-End Streets

a) The Developer shall, at no expense to the City and as determined by and to the satisfaction of the Director of Public Works, construct a paved cul-de-sac-style vehicle turnaround at the terminus of each temporarily dead-ended street within the Planned Area,

and provide to the City any rights-of-way or easements necessary to accommodate same,

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

16) Construction Traffic

a) The Developer shall ensure that construction traffic uses access routes as determined by the Director of Public Works.

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

17) Street Name Signs

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.

18) Utilities

a) The Developer shall, at no expense to the City, cause to be installed ornamental street lights in all streets within the Planned Area, to the satisfaction of the Director of Public Works.

b) The Developer shall, at no expense to the City, cause underground electrical and telephone services to be installed to serve the Planned Area and will pay the full cost to convert any existing overhead services within the Planned Area to underground to the satisfaction of the Director of Public Works.

c) The Developer shall pay all costs associated with the relocation of street lights and other utilities made necessary as a result of, or required to accommodate, the works 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) Litter and Refuse Control and Clean-Up

a) The Developer shall, at no expense to the City, and of its own volition, initiate and control the regular cleanup 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 substantial completion of all construction, as determined by and to the satisfaction of the Director of Public Works.

b) The cleanup 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 any costs in remedying the situation to the satisfaction of the Director of Public Works.

20) Survey Monuments

a) Subsequent to completion of the Planned Area, as determined by the Director of Planning, Property and Development, the Developer shall pay the full costs of having all survey monuments within the Planned Area verified and/or restored by a Manitoba Land Surveyor and shall prepare a Plan of Survey Perpetuating Certain Monuments, confirming the position of all the survey monumentation within the Planned Area, for filing in The Winnipeg Land Titles Office.

b) In certain circumstances where all the survey monuments within the Planned Area have been found or restored to their original positions, upon approval by the Director of Planning, Property and Development, the requirements for Plan of Survey Perpetuating Certain Monuments may be waived.

21) Boulevards

a) The Developer shall, at no expense to the City, sod, and plant trees on, all boulevards within and fronting on the Planned Area, all in accordance with City specifications and guidelines and, where required, with concept plans prepared by the Developer and submitted to, and approved by, the Director of Public Works.

b) The Developer shall, at no expense to the City, maintain the sod for a period of one year and the trees for a period of two years, in accordance with specifications approved by the Director of Public Works.

22) Fencing Requirement

The Developer shall, at no expense to the City, provide continuous fencing within the Developer-Owned Land for properties abutting the Public Reserve land(s), as determined by and to the satisfaction of the Director of Public Works. The Developer shall permit the City to file a caveat against the title of each such lot, requiring the property owner(s) to maintain and/or repair/replace the fence as originally constructed, to the satisfaction of the Director of Public Works.

23) Public Reserve

a) The Developer shall dedicate as Public Reserve at least 8% of the land contained within the overall development area and shall, at no expense to the City, undertake landscape improvements, pathway construction, and pay its share of the cost of services in streets abutting the dedicated land all in accordance with plans and specifications approved by the Director of Public Works and the Director of Planning, Property and Development.

b) If the Developer is unable to dedicate a full 8% of the land, the Developer shall dedicate an amount of land satisfactory to the Director of Public Works and the Director of Planning, Property and Development.

c) The Developer shall compensate the City for any shortfalls in the amount of land, servicing and improvements not provided, at the then current values, by payment of cash, or by the provisions of an equivalent value of additional site amenities in the Public Reserve, as approved by the Director of Public Works and the Direct of Planning, Property and Development.

Alternatively, the Developer may choose to accrue the dedication from this phase with dedication of Public Reserves for future phases of the development, with compensation tabulated as necessary within the final phase of development.Both parties hereby acknowledge that the City will not compensate the Developer for the provision of excess services frontage beyond what they are required to provide.

d) Landscaping and improvements of the Public Reserve lands shall be done in accordance with plans and specifications provided by the Developer and approved by the Director of Public Works, through the Park Design Review Process, prior to the commencement of construction.

e) The Developer shall install, at no expense to the City, the following standard landscaping and improvements within the Public Reserve(s), in accordance with Park Development Guidelines, Park Standards and plans and specifications, all as approved by the Directors of Public Works and Planning Property and Development:

   i) Grade, level and vegetate;

   ii) Construct primary pathways;

   iii) Provide tree plantings; and

   iv) Provide and install core amenities, including picnic and/or seating areas.

f) The Developer shall ensure that land drainage from adjacent properties does not negatively impact the public reserve.

g) The Developer shall, at no expense to the City, install continuous fencing (eg: bollards) on the Public Reserve lands abutting the collector road (excluding at access way(s)), to the satisfaction of the Directors of Public Works and Planning Property and Development.

h) The Developer shall, at no expense to the City, maintain the Public Open Space improvements and amenities for a period of two years or longer, in accordance with the Parks Maintenance Guidelines and specifications approved by the Director of Public Works. The said maintenance period shall begin on the date of issuance of a Construction Completion for Parks and shall conclude on the date of the issuance of a Final Acceptance Certificate for Parks. The City reserves the right to impose longer maintenance periods for amenities and features that the Director of Public Works deems to be beyond the standard scope of development.

i) The Developer agrees to undertake the required improvements to the Public Open Spaces before build out has reached 80% and to complete the said improvements before build out has reached 100%, unless an extension of time has been previously approved, in writing, by the Director of Public Works.

Section V – Costs and Fees

1) By-laws and Approvals

The Developer shall pay all of its and the City's costs, fees, and expenses associated with the preparation and attainment of approval for registration of the Zoning By-law(s) and

plan(s) of subdivision, including all Municipal Board, Land Titles Office and other fees and expenses, all survey, engineering and advertising fees and costs, and all expenses incidental to the preparation of this Agreement and the physical development of the Planned Area.

2) Professional Fees

a) The Developer shall pay the full cost of all design services, including preliminary engineering studies, servicing reports, servicing criteria, construction drawings and specifications, and grading and landscaping plans and specifications, to be provided by Consulting Engineer(s) approved by the City, for the design of the municipal services, parklands, parkways and associated works required to serve the Planned Area;

b) The Developer shall pay the full cost of construction and landscaping supervision services provided by or on behalf of the City for field inspection, preparation of progress estimates, provision of as-built drawings by March 31 of the year following substantial performance of the work, and all other engineering consulting services related to the installation and acceptance of municipal services, and all associated works to serve the Planned Area.

3) Administration Fees

The Developer shall pay to the City, prior to the release of the subdivision mylars for registration in the Land Titles Office, an administration fee plus applicable GST to help defray the City's administration and related costs associated with the preparation and implementation of the Development Agreement.

THIS REPORT SUBMITTED BY:

Administrative Co-ordinating Group
File No. DASZ 49/2024
February 14/2025

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