Revised SCHEDULE B

REPORT OF THE ADMINISTRATIVE COORDINATING GROUP

RE: PROPOSED REZONING OF LAND LOCATED AT 301 ARCHIBALD STREET AND 496 PLINGUET STREET

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

Section I – General Comments

1. The Water and Waste Department advises that there is adequate water servicing for the proposed development. Additional review will be required by their department should the plans of development change during the design process.

2. The subject land is in a combined sewer district; the sum of the wastewater and land drainage runoff peak discharge from the proposed future development cannot exceed the allowable discharge rate:

    i. The allowable discharge rate will be the sum of the existing peak wastewater and the peak land drainage discharged.

    ii. The peak land drainage discharged from the site must be based on a c-value of 0.1 with a 5 year rainfall event applied

    iii. The existing and proposed peak wastewater discharge must be estimated using the Wastewater Flow Estimation guidelines found on the City of Winnipeg website (http://winnipeg.ca/waterandwaste/dept/wastewaterFlow.stm), unless otherwise approved.

3. The Developer will be required to adhere to flood proofing criteria in accordance with Designated Floodway Fringe Area Regulation, M.R. 266/91, and the City of Winnipeg Charter and no works, including fill, can extend into the Floodway Area.

4. Parks and Open Space Division, Public Works, is seeking dedication of land for park space, in accordance with the Winnipeg Charter, in order to preserve and protect riverbank habitat associated with the Seine River. This recommendation aligns with the City's *Ecologically Significant Natural Lands Strategy & Policy* and with the *Winnipeg Parks Strategy* policies (4.1.1.8, 4.1.1.23, 4.1.1.30iii). As such, the public service is recommending dedication of a minimum of 10% of the net area for public park purposes, at no expense to the City. This request is consistent with administrative recommendations on applications adjacent to and abutting the Seine River.

Section II – Plan Considerations

1. That the Developer dedicate a minimum of 10% of the land for public park purposes, as determined by and to the satisfaction of the Director of Public Works, as approximated in Schedule D.

Section III – Engineering Studies

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

Section IV - Servicing Conditions

1. Regional Land Drainage

   The applicant shall pay for their share of the regional land drainage system; any amount previously paid will be credited against this charge.

2. Seine River Waterway

   The applicant shall:

   i) Pay the Seine River Waterway Land Acquisition charge ($145.00/acre) for all land above geodetic elevation 230.0 meters.

   ii) Sell to the City all land lying below geodetic elevation 230.0 m at a price not to exceed $15,000/acre.

   iii) Provide a legal survey of the site showing the location of the 230.0 m contour and the area of the subject property below this contour.

3. Plinguet Street

   The Developer shall, at no expense to the City, construct the following services and all related works in Plinguet Street from Archibald Street to the west end:

   i) A 10.0m wide by 200 mm thick Portland cement concrete lane of pavement and all related works,

   ii) Street lighting as required,

   iii) Landscaping (trees and sod) on both boulevard, and

   iv) A 1.5m wide by 100mm thick Portland cement concrete sidewalks on both sides of Plinquet St,

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

4. Utilities

a) 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.

b) 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.

5. 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.

6. 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.

2. Public Reserve Dedication

a) The Developer shall dedicate a minimum of 10% of the net area of the Planned Area for public park purposes; or shall dedicate a minimum of 8% of the net area of the Planned Area for public park purposes with the remaining required dedication deemed to have been satisfied by the provision of landscaping and improvements to the public parks. The Developer shall undertake, at no expense to the City, landscaping and improvements 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.

b) Dedication shall not be granted for lands deemed non-eligible in the Winnipeg Parks Strategy.

c) Dedication area shall be prioritized to facilitate enhanced setback from the River's edge to accommodate a future pathway and to preserve natural vegetation.

d) The City accepts the dedication of the riverbank lands for Public Reserve subject to it meeting

the following requirements:

e) i) A minimum 8-metre wide area located in the Public Reserve above and running parallel to the Seine River Waterway Acquisition line.

f) If the Developer is unable to dedicate a full amount of required dedication of land as public reserve, the Developer shall dedicate an amount of land satisfactory to the Director of Public Works and the Director of Planning, Property, and Development, and 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-in-lieu

g) If the City deems that the provision for landscaping, irrigation or water service to the public reserve is not required, the Developer shall provide compensation, in the form of cash-in-lieu of an equivalent value, as determined by and to the satisfaction of the Director of Public Works.

h) In accordance with the Standard Tree Protection requirements, the Developer shall provide protective fencing to ensure the trees and natural areas, within the dedication Public Reserve, are not encroached upon or damaged during construction.

i) The Developer shall ensure that any re-grading of land or changes in drainage patterns due to development shall not negatively impact the natural habitat and trees within the Public Reserve. The Developer shall ensure that the development does not increase the amount of land drainage already occurring on the site. Any land drainage leading to or through the Public Reserve is not permitted, without prior consent of the Directors of Planning, Property and Development, and Public Works.

j) The Developer shall provide signage at the north and south limits of the proposed parkway indicating that the Public Reserve site is the future Seine River Trail pathway, to the satisfaction of the Director of Public Works and the Director of Planning, Property, and Development.

k) Park Maintenance, Warranty & Security

    i) The Developer shall assume responsibility for the public reserve lands until they are developed, and throughout the maintenance period until Final Acceptance Certificate for Parks has been issued by the Director of Public Works.

    ii) The Developer shall, at no expense to the City, maintain the public open space improvements for a period of two years, in accordance with specifications approved by the Director of Public Works. Commencement of the maintenance period will correspond with the issuance of Construction Completion for Parks and shall be deemed concluded by the issuance of a Final Acceptance Certificate for Parks. The City reserves the right to impose longer maintenance terms for amenities and features, such as naturalized areas, that the Director of Public Works deems to be beyond the standard scope of development.

    iii) Securities for Public Reserve improvements shall not be released until Final Acceptance has been issued and as-built drawings have been received and accepted

as complete by the Director of Public Works.

3. Public Reserve Stabilization

a) If the developer needs to stabilize the riverbank, the City will support the works occurring within the proposed dedicated land, subject to Parks and the Riverbank Engineer approval of the work details and the successful negotiation of all necessary agreements between the City and the developer/owner, prior to permits being issued.

b) In relation to improvements constructed or installed by the Developer on the Public Reserve:

i) the Developer shall use due care and take all necessary precautions to ensure the protection of persons and property;

ii) the Developer shall provide and maintain, at all times, suitable barricades, fences and signs as are necessary to ensure the safety of the public;

c) In relation to the maintenance of any riverbank erosion protection, slope stabilization, and grading works already or to be completed as of the date of this agreement and in relation to improvements to be constructed or installed by Developer on the Public Reserve:

i) the owner of Lot 1 shall be responsible for all loss, damage or injury whatsoever which may occur on or to the Public Reserve due to any act, omission, neglect or default of the Developer, or of its employees, workmen or agents;

ii) the owner of Lot 1 shall indemnify and save harmless the City from and again stall losses and all claims, demands, payments, suits, actions, recoveries, and judgments of every nature and description brought or recovered against the City, by reason of any act or omission or alleged act or omission of the Developer, his agents, employees, or subcontractors in the execution of stabilization obligations.

4. Public Reserve Fencing

The Developer shall, at no expense to the City, provide continuous fencing or bollards 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.

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 41/2024
February 21, 2025

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