SCHEDULE B

REPORT OF THE ADMINISTRATIVE COORDINATING GROUP

RE: PROPOSED REZONING OF LAND LOCATED AT 237 BERTRAND STREET

It is recommended that approval of DAZ 224/2024, if granted, be subject to the applicant entering into a Servicing Agreement, if required, 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 this Department should the plans of development change during the design process.

2. The Planned Area is located in a combined sewer district; the sum of the wastewater and land drainage runoff peak discharge from the proposed 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 0.3, with a 5 year rainfall event applied.

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

3. The Water and Waste Department's preliminary assessment indicated that there are capacity concerns in the wastewater sewers servicing the Planned Area.

Section II – Engineering Studies

1. The Developer shall provide a technical memorandum, prepared by a qualified municipal engineer, demonstrating that the wastewater discharge from the Planned Area to the wastewater sewer will not increase due to the development and which shall outline any wastewater sewer upgrades to adequately service the Planned Area and adjacent lands, as determined by and to the satisfaction of the Director of Water and Waste.

Section III - Servicing Conditions

1. Wastewater Sewers

    The Developer shall, at no expense to the City, construct and install all wastewater sewer upgrades to serve the Planned Area and adjacent lands as indicated by the accepted technical memorandum, all to the satisfaction of the Director of Water and Waste.

2. Boulevards

a) The Developer shall, at no expense to the City, plant a tree within the north boulevard of Horace Street, 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.

3. 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.

4. 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.

5. 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.

Section IV – 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. DAZ 224/2024
March 24th, 2025

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