SCHEDULE B

REPORT OF THE ADMINISTRATIVE COORDINATING GROUP

RE: PROPOSED SUBDIVISION AND REZONING OF LAND LOCATED SOUTHEAST OF MURRAY AVENUE AND FERRIER STREET (AURORA AT NORTH POINT PHASE 11B)

It is recommended that approval of DASZ 21/2025, if granted, be subject to the applicant entering into a Servicing Agreement containing the following conditions:

Section I – Plan Considerations

1. The proposed residential local Public Road is to be established with an 18.0m right-of-way (20.0m if the land drainage sewer is greater than 525mm in diameter), as determined by and to the satisfaction of the Director of Public Works.

2. Public Walks containing a sidewalk are to be established with a right-of-way width of 6.0m, as determined by and to the satisfaction of the Director of Public Works.

3. The Developer shall, at no expense to the City, legally open property required for the proposed Ferrier Street as shown on Map 2 Plan 16344, as determined by and to the satisfaction of the Director of Public Works.

4. The Developer shall, at no expense to the City, legally open property required for the future Chief Peguis Trail described as Lot 1, Block 8, Plan 74159, as shown on Map 2, as determined by and to the satisfaction of the Director of Public Works.

Section II – 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. An approved Qualification of Consulting Engineers on Development Projects form is required for the verification of the professional engineering consulting team selected by a Developer for the Contract Administration of each construction phase of a proposed Development. If the phase includes construction of any Regional Streets, or tie-ins or intersections with Regional Streets, the professional engineering design team will also need to be approved through this process.

   The form outlines the consultant's responsibilities during each of the Design, Construction and Post Construction phases, and outlines the submission requirements. The form must be filled out and submitted by the Engineering Consultant to Public Works for each applicable phase.

   Failure to submit the Qualification Form could result in delays to approvals and/or Warranty acceptance.

The link for the document is here:
https://legacy.winnipeg.ca/ppd/LandDevelopment/PolicyGuidelinesLegislation.stm

Section III - 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, in accordance with the accepted 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 in accordance with the accepted 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 in accordance with the accepted servicing report, to the satisfaction of the Director of Water and Waste.

4. Regional Land Drainage System

   The Developer shall pay to the City, in cash, on demand, their share of the cost of the regional land drainage system, as determined by and to the satisfaction of the Director of Water and Waste.

5. Lot Line 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.

6. 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, and construct all drainage works necessitated by the lot grading plan of record to the satisfaction of the Director of Water and Waste.

b) 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, catch basins and leads required to provide lot drainage within the Planned Area.

c) 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, catch basins and leads for lot drainage within the Planned Area.

7. Pavements

a) The Developer shall, at no expense to the City, construct Portland cement concrete pavements, 7.5m wide, and all related works, including but not limited to ornamental street lighting, boulevard landscaping and land drainage facilities, in the proposed residential local Public Road within the Planned Area, all as determined by and to the satisfaction of the Director of Public Works.

b) The Developer shall provide a two-year warranty of all pavement structure improvements including Streets, Back Lanes, Sidewalks, Walkways, and related works for construction-related defects resulting from substandard materials and workmanship.

8. Sidewalks/Pathways

a) The Developer shall, at no expense to the City, construct 3.5m wide asphalt multi-use pathways and 1.5m wide Portland cement concrete sidewalks and all related works, on the standard alignment, 0.3m from the property line unless otherwise stated, as shown below and on the attachment, all to the satisfaction of the Director of Public Works.

b) The Developer shall, at no expense to the City, construct a 1.5m wide Portland cement concrete sidewalk within the Proposed Public Walks, and landscape the remainder to include:

i) Sodding on both sides of the sidewalk;

ii) Fencing within private property, along the side property lines;

iii) Bollards with appropriate sidewalk opening at both street ends of the Public Walk;

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

c) The Developer is to permit the City to file a caveat against the title of each of these proposed lots abutting the Public Walk 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.

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.

e) The Developer shall provide a two-year warranty of all pavement structure improvements including Streets, Back Lanes, Sidewalks, Walkways, and related works for construction-related defects resulting from substandard materials and workmanship.

9. Recoveries for AG 40/15

a) The Developer shall pay to the City, in cash, on demand, their share of the works previously completed or to be completed as part of AG 40/15, including the works associated with McPhillips Street intersection improvements, McPhillips Street and Murray Avenue intersection improvements, traffic control signals at the intersection of McPhillips Street and North Point Boulevard and traffic control signals at the intersection of McPhillips Street and Murray Avenue.

b) The obligation incurred under Clause (a) has been satisfied by 1910588 Alberta Ltd. pursuant to requirements of Development Agreement AG 40/15 dated January 27, 2016.

10. Share of Future Improvements

a) The Developer shall pay to the City, in cash, on demand, their share of the cost of the following services to be installed in Murray Avenue along the westerly 148.7 metres of the Planned Area abutting the south side of Murray Avenue, less any amounts previously paid under earlier applications.

i) an 8.0m wide Portland cement concrete lane of pavement and all related works;

ii) a 1.5m wide Portland cement concrete sidewalk;

iii) street lighting in the south boulevard;

iv) landscaping in the south boulevard,

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

b) Alternatively to Clause (a) above, at the City's option, the Developer shall construct, at no expense to the City, the services described in (a) and all related works, along the full length of the Planned Area abutting the south side of Murray Avenue as determined by and to the satisfaction of the Director of Public Works.

c) The Developer shall provide a two-year warranty of all pavement structure improvements including Streets, Back Lanes, Sidewalks, Walkways, and related works for construction-related defects resulting from substandard materials and workmanship.

11. Peguis Right of Way

The City shall pay the Developer for the lands described as Lot 1, Block 8, Plan 74159, as shown on Map 2, in accordance with the City's Land Value Rate for 'all others', and subject to Council approval. The Land Value Rate at the time of payment applies.

12. Ferrier Street

a) The Developer shall pay to the City, their share to construct the following services in the proposed Ferrier Street along the full length of the Planned Area, and all related works, including but limited to:

   i) an 8.0m wide Portland cement concrete lane of pavement and all related works;

   ii) a 3.5m wide asphalt multi-use pathway on the west side;

   iii) ornamental street lighting on the west boulevard;

   iv) boulevard landscaping on west boulevard; and

   v) land drainage facilities;

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

b) The Developer shall, at no expense to the City, remove existing pavement in the existing Ferrier Street, and construct asphalt pavement as a rural cross-section, 8.0 m wide in the proposed Ferrier Street between the southern property line of 2500 Ferrier Street and Murray Avenue, and all related works, including but not limited to appropriate transitions as required, as determined by and to the satisfaction of the Director of Public Works.

c) The Developer shall, at no expense to the City, grade, level, landscape both sides of the rural cross-section in the proposed Ferrier Street between the southern property line of 2500 Ferrier Street and Murray Avenue, and all related works, including but not limited to installing temporary overhead street lighting along the west side as required, as determined by and to the satisfaction of the Director of Public Works.

d) The Developer shall provide a two-year warranty of all pavement structure improvements including Streets, Back Lanes, Sidewalks, Walkways, and related works for construction-related defects resulting from substandard materials and workmanship.

e) The Developer shall have their Civil engineer provide the City with the final construction costs for the obligations in (b) and (c) to the satisfaction of the Director of Public Works.

f) The City acknowledges that the above works in (b) and (c) will be credited towards the relevant Developers' obligations in (a), all as determined by and to the satisfaction of the Director of Public Works.

13. Traffic Control Signal

The Developer shall, pay to the City, in cash, on demand, 25% 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 Ferrier Street and Murray Avenue, when and as determined by and to the satisfaction of the Director of Public Works.

14. Temporary Dead-End Streets

a) The Developer shall, at no expense to the City, construct a paved cul-de-sac-style vehicle turnaround at the terminus of each temporarily dead-ended street within the Planned Area, and provide any rights-of-way or easements necessary to accommodate same, all as

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

b) The Developer shall, at no expense to the City, 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, as determined by and to the satisfaction of the Director of Public Works.

15. 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, to the satisfaction of 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 trees for a period of two years, in accordance with specifications approved by the Director of Public Works.

16. Private Approaches

All access to the proposed single family residential lots shall be provided via the proposed residential local Public Road.

17. Construction Traffic

a) The Developer shall at no expense to the City ensure that construction traffic uses access routes determined by the Director of Public Works.

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

18. Signage

a) The Developer shall pay to the City, in cash, on demand, all costs associated with the supply and installation of approved standard reflectorized permanent signage required at each intersection and along all streets within the Planned Area and as required to serve the Planned Area, including but not limited to stop signs, no parking signs, and street name signs, all as determined by and to the satisfaction of the Director of Public Works.

b) The Developer shall pay to the City, in cash, on demand, all costs associated with the relocation of the above signage as required to accommodate construction activities including but not limited to private access installation or utility work, all as determined by and to the satisfaction of the Director of Public Works.

c) In the event the Developer requests temporary signage, the Developer shall pay to the City, in cash, on demand, all costs associated with the supply, installation, maintenance,

and removal of such signage, all as determined by and to the satisfaction of the Director of Public Works.

d) Prior to construction, the Developer shall, at no expense to the City, obtain approval of and install, and subsequently maintain, at the entrances to the Planned Area, development information signs, containing no advertising, and showing the Planned Area, zoning information, a north directional arrow, McPhillips Street, Murray Avenue, future Ferrier Street, and the future Chief Peguis Trail, all proposed arterial and collector streets, sidewalks, public walks, active transportation facilities, all proposed parks, storm water retention facilities, existing and all proposed community mailbox sites, all with the approval of and to the satisfaction of the Director of Planning, Property and Development.

e) The Developer shall, at no expense to the City, supply and install trail network signage and trail related traffic signage, on pathways and active transportation corridors, consistent with standards and specifications applied to similar citywide networks, or an alternative standard proposed by the Developer, as determined by, and to the satisfaction of, the Directors of Public Works and Planning, Property, and Development.

19. 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 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.

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. Public Reserve

a) The Developer has been under-dedicated for previous phases of Precinct G Works and

shall provide additional, pre-approved site amenities within their development(s) in Precinct G, to the satisfaction of the Director of Public Works. Alternatively, the Developer shall compensate the City for any shortfall in land, servicing, and improvements not provided, at then-current values, by way of a cash payment, as determined by and to the satisfaction of the Director of Public Works.

b) The Developer shall, at no expense to the City, maintain Public Reserve improvements, in accordance with specifications approved by the Director of Public Works, for a period of two years following the issuance of a Construction Completion Certificate. 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 Public Reserve improvements.

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.

c) The Developer shall pay to the City, in cash, prior to the release of subdivision mylars for registration in the Winnipeg Land Titles Office, their share of the cost of consulting fees for the preparation of the Precinct G Local Area Plan, as determined by and to the satisfaction of the Director of Planning, Property and Development.

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 21/2025
July 28th, 2025

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