SCHEDULE B

REPORT OF THE ADMINISTRATIVE COORDINATING GROUP

RE: PROPOSED SUBDIVISION AND REZONING OF LAND LOCATED AT 45 DAMAN FARM ROAD & 2974 ST MARY'S ROAD

It is recommended that approval of DASZ 9/2025, 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 (WWD) advises that the Zoning Agreement was recommended to identify flood protection requirements under the Designated Floodway Fringe Area Regulation 266/91 and the City of Winnipeg Charter.

2. WWD has significant concern regarding groundwater quality for lots with land area less than 5 acres. The related Plan Considerations section recommendation mitigates this concern.

3. Parks is seeking the full entitlement of land dedication to preserve and protect a portion of the existing grade B (in accordance with the Ecologically Significant Natural Land (ESNL) Multi-criteria review) Oak Forest and habitat at proposed Lots 1 & 2.

Section II – Plan Considerations

1. The Developer shall revise the Plan of Subdivision such that any lot of the Planned Area exceeds 5 acres in area, to the satisfaction of the Director of Water and Waste.

2. The Developer shall, at no expense to the City, legally open property to a minimum 24.0m wide right-of-way in the proposed public roads within the Planned Area, with a possible transition and/or centred between the existing property lines of Jean Louis Road including but not limited to corner cuts if required and slight adjustments to the proposed rights-of-ways, all to the satisfaction of the Director of Public Works.

3. The Developer shall, at no expense to the City, legally open the existing 0.3m control strip separating the Planned Area from Jean Louis Road for the length of the Planned Area abutting Jean Louis Road.

4. That the Developer be obligated to dedicate a minimum of 10% of the land, in accordance with the the City of Winnipeg Charter and the Development Agreement Parameters, for public park purposes to preserve and protect the existing forest and habitat, as determined by and to the satisfaction of the Director of Public Work. The extent of the public reserve land dedication shall be Lots 1 & 2 of the planned area (approximately 4.5 acres) with additional landscaping and improvement requirements.

5. Lots 1 & 2 be rezoned to PR1.

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 a technical memorandum, prepared by a qualified municipal engineer, which shall outline the provision of ditches, including an outfall, for land drainage servicing of the Planned Area and adjacent lands, as determined by and to the satisfaction of the Director of Water and Waste.

Section IV - Servicing Conditions

1. Lot Servicing

   The water and wastewater sewer services for the Planned Area shall be private. The City shall not extend, and the Developer shall not ask the City to extend, municipal wastewater sewers or water mains to service the Planned Area.

2. Lot Grading

   a) The Developer shall, at no expense to the City and prior to the execution of the development agreement, provide a lot grading plan for the Planned Area, prepared by a municipal engineer, 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) Upon registration of the approved subdivision mylars in the Land Titles Office, the Developer shall, at no expense whatsoever to the City, grant to the City and register easements in respect of all drainage works required for lot drainage within the Planned Area.

3. Regional Street Charges

   The Developer shall, pay to the City in cash, its share of the cost of the following services to be installed in St. Mary's Road along the full length of the Planned Area abutting the west side of St. Mary's Road:

   i) 4.0m in width Portland cement concrete lane of pavement and all related works;

   ii) a 1.5m in width Portland cement concrete sidewalk;

   iii) street lighting in the west boulevard; and

   iv) boulevard sodding in the west boulevard;

   v) boulevard trees in the west boulevard,

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

4. Remove and Restore

a) The Developer shall, at no expense to the City, remove the existing turnaround at the north limit of Jean Louis Road and all related works, including but not limited to realigning the existing ditch and reconnecting existing private approach and restore the existing boulevard areas, all as determined by and to the satisfaction of the Director of Public Works.

b) The Developer shall, at no expense to the City, extend Jean Louis Road and all related works, as required outside the Planned Area to connect to Jean Louis Road, all as determined by and to the satisfaction of the Director of Public Works.

c) The Developer shall, at no expense to the City, construct (or pay the costs to construct) the required roadworks and all related works, including but not limited to removal of required infrastructure, within St. Mary's Road to tie into the St. Mary's Road project being undertaken by Manitoba Transportation and Infrastructure, including but not limited to street lighting, boulevard landscaping, and land drainage sewer, if required, all as determined by and to the satisfaction of the Director of Public Works.

5. Public Roads

a) The Developer shall, at no expense to the City, construct a rural cross-section asphaltic concrete roadways in proposed public roads within the proposed subdivision and all related works, including but not limited to street lighting and boulevard landscaping, all as determined by and to the satisfaction of the Director of Public Works.

b) The Developer shall, at no expense to the City, construct ditches in accordance with the accepted technical memorandum, to the satisfaction of the Director of Water and Waste and the Director of Public Works.

c) The Developer shall, at no expense to the City, construct an outfall in accordance with the accepted technical memorandum, to the satisfaction of the Director of Water and Waste.

d) The Developer shall grant to the City, at no expense to the City, any easements deemed necessary in respect of the ditches and outfall, as determined by and to the satisfaction of the Director of Water and Waste.

6. Caveat for Landscaping

The Developer for itself, its successors and assigns shall be required to covenant with the City to cut and maintain all areas within the landscaped street right-of-way adjacent to each lot between the travelled road surface and the property line to the satisfaction of the Director of Public Works, which covenant shall be registered in the Land Titles Office by caveat against each lot within the proposed subdivision.

7. Temporary Dead-End Street

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 to the City 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.

8. Two Means of Vehicle Access

a) The Developer shall, at no expense to the City, ensure that two means of paved vehicular access are available at all times to each stage of development of the Planned Area, to the satisfaction of the Director of Public Works. This may require the construction of temporary paved roadways by the Developer and the provision of easements or rights-of-way by the Developer to the City.

b) The Developer shall, at no expense to the City, ensure two means of paved vehicular access to St. Mary's Road prior to issuance of building permits, to the satisfaction of the Director of Public Works.

9. 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.

10. 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.

11. Construction Traffic

The Developer shall ensure that construction traffic uses access 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 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.

12. 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.

13. Fencing Abutting Public Reserve

a) The Developer shall, at no expense to the City, provide continuous fencing or property line delineation 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.

b) 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.

14. Public Reserve

a) The Developer shall dedicate a minimum of 10% of the net area for public park purposes; or shall dedicate a minimum of 8% of the Net 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 park, in accordance with plans and specifications approved by the Director of Public Works and the Director of Planning, Property and Development. Dedication shall not be granted for lands deemed non-eligible in the Winnipeg Parks Strategy.

   i) Dedicated land shall consist of preserved and protected forest and habitat, as shown in the planned area lots 1 & 2.

   ii) The Developer shall compensate the City for any damage to the natural area and trees within the dedicated Public Reserve resulting from development, by way of re-naturalization and reforestation or by cash payment for the value of the natural area and trees lost.

b) If the Developer is unable to dedicate the full amount 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. 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 provision 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.

c) The Developer shall provide the following landscaping and improvements, in accordance with Park Development Guidelines, Park Standards and plans and specifications, at no expense to the City, all as approved by the Director of Public Works and Director of

Planning, Property and Development:

i) Removal of all buildings, structures, garbage and debris from the dedicated public reserve;

ii) Installation of property line delineation by way of bollards, within the public reserve, at the north and south limits; and,

iii) Provision of park signage.

d) The Developer shall, at no expense the City, protect and preserve the existing forest and natural areas within the proposed Public Reserve in accordance with the following, to the satisfaction of the Director of Public Works:

i) Any re-grading of land or changes in drainage patterns due to development must ensure there is no runoff or land drainage directed into the Public Reserve;

ii) Drainage patterns of water out of natural areas must be accounted for by providing drainage where necessary to maintain a neutral effect on the moisture regime; and,

iii) In accordance with the City's Standard Tree Protection Requirements, the Developer shall implement tree protection measures throughout the development and construction period, including but not limited to the installation of protective fencing along the limits of the Public Reserve lands, to ensure no accidental encroachment into that area during construction, all to the satisfaction of the City Forester and under the direction of a certified arborist engaged by the Developer;

e) The Developer shall assume responsibility for all Public Open Spaces until they are developed, and throughout the maintenance period until a Final Acceptance Certificate for Parks has been issued by the Director of Public Works.

f) The Developer shall, at no expense to the City, maintain the improvements to the Public Open Spaces for a period of two years, or longer, in accordance with 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. Despite the foregoing, the City reserves the right to impose longer maintenance periods for such amenities and features, such as naturalized areas, that the Director of Public Works deems to be beyond the standard scope of development.

g) 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.

15. 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.

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 9/2025
August 6th, 2025

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