SCHEDULE B

REPORT OF THE ADMINISTRATIVE COORDINATING GROUP

RE: PROPOSED SUBDIVISION AND REZONING OF LAND LOCATED ON TACHE AVENUE, SOUTH OF RUE HEBERT, NORTH OF CNR LINE, AND EAST OF THE RED RIVER

It is recommended that approval of DASZ 30/2025, if granted, be subject to the applicant entering into a Servicing Agreement containing the following conditions:

Section I – General Comments

1. Urban Planning advises that the Developer shall, at no expense to the City, protect and preserve the existing trees within the proposed Public Reserve in accordance with the following:

    a) Any re-grading of land or changes in drainage patterns due to development of proposed Lot 1 must ensure there is no run off directed into the Public Reserve, but shall be handled internally within proposed Lot 1;

    b) 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,

    c) Tree protection measures shall be implemented 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.

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. Tache Avenue

a) The Developer shall, at no expense to the City, construct a 10.0m wide Portland cement concrete pavement on Tache Avenue from Hebert Street to Darveau Street, and all related works, including but not limited to street lighting and boulevard landscaping (sod and trees) on both sides of Tache Avenue as required, and land drainage sewer, all as determined by and to the satisfaction of the Director of Public Works. Alternatively, the City may require the Developer pay to the City, in cash, on demand, their share of the costs of the above works, all as determined by and to the satisfaction of the Director of Public Works.

b) The Developer may, at no expense to the City, install additional land drainage laterals as required to connect the drainage sewer to an existing land drainage system, to the satisfaction of the Director of Water and Waste.

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.

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

2. Sidewalk

a) The Developer shall, at no expense to the City, construct a 1.5m wide Portland cement concrete sidewalk on the west side of Tache Avenue from Hebert Street to the existing pathway connection, approximately 45m south of Darveau Street, and all related works including but not limited to appropriate sidewalk connections on the south side of Hebert Street across Tache Avenue and on the east side of Tache Avenue across Hebert Street, all as determined by and to the satisfaction of the Director of Public Works. Alternatively, the City may require the Developer pay to the City, in cash, on demand, their share of the costs of the above works, 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.

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

3. Boulevards

a) The Developer shall, at no expense to the City, sod, and plant trees on, all newly created boulevards of the planned area, fronting Tache Ave, and the flanking boulevard of Rue Hebert, 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.

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. Utilities

a) The Developer shall, at no expense to the City, cause underground electrical and telephone services to be installed to serve the proposed subdivision and will pay the full cost to convert any existing overhead services within the proposed subdivision 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.

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.

7. Public Reserve

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.

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. DASZ 30/2025
September 17, 2025

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