

APPENDIX B

REPORT OF THE ADMINISTRATIVE COORDINATING GROUP

RE: PROPOSED SUBDIVISION AND REZONING OF LAND LOCATED AT 4724, 4814 AND 4820 ROBLIN BLVD

It is recommended that approval of DASZ 45/2025, 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) has advised that there is adequate water servicing capacity to support the proposed land use. Additional fire hydrants will be required to ensure all proposed buildings have adequate fire protection. If the development plans change, WWD will need to review the revised proposal.
2. Park Planning encourages the applicant to implement appropriate tree protection measures during construction, given their expressed interest in preserving the trees along the southern limit of the site. The applicant is also encouraged to maintain the existing moisture regime of the treed area and understory during grading activities.

Section II – Plan Considerations

1. The Developer shall legally open, at no expense to the City, property required for a 4.524m widening to the Roblin Boulevard right-of-way for the full length of the Planned Area abutting Roblin Boulevard, to the satisfaction of the Director of Public Works.

Section III - Servicing Conditions

1. Land Drainage Sewers
 - a) The Developer shall pay to the City, in cash, prior to the release of the subdivision mylars for registration in the Winnipeg Land Titles Office, their share of the costs of future land drainage sewers within the proposed right of way along Dieppe Road as determined by and to the satisfaction of the Director of Water and Waste.
2. Regional Land Drainage System
 - a) The Developer shall construct, and bridge-finance the cost of constructing the regional land drainage sewers and associated works to serve the Planned Area and adjacent lands, in accordance with the accepted servicing report as determined by and to the satisfaction of the Director of Water and Waste.
 - b) The Developer shall pay its share of the cost of the said regional land drainage sewers, as determined by the Director of Water and Waste.
 - c) The Developer's share of the regional land drainage systems owing under this agreement shall be credited against the cost of the regional land drainage sewers to be constructed by the Developer.

- d) If the Developer's share of the cost of constructing the said regional land drainage sewers in accordance with Clause a) is greater than the Developer's share of that cost determined under Clause b), the City shall reimburse the Developer for the amount of the difference, as and when the amount of the difference is determined by the Director of Water and Waste, subject to approval by City Council of capital funding for that reimbursement and availability of funds recovered from third parties in accordance with this Agreement. Interest will be calculated in accordance with the latest version of the Development Agreement Parameters.

3. Charleswood Transportation Levy

The Developer shall pay to the City, in cash, prior to the release of mylars, their share of the Charleswood Transportation Levy on proposed Lot 2.

4. 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 if required, 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.

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.

7. 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 VI – 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 45/2025
October 30, 2025

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