

APPENDIX B

REPORT OF THE ADMINISTRATIVE COORDINATING GROUP

RE: PROPOSED SUBDIVISION AND REZONING OF LAND LOCATED AT 1390 & 1470 DUGALD ROAD

It is recommended that approval of DASZ 4/2026, if granted, be subject to the Developer entering into a Development Agreement containing the following conditions and with the following plan considerations:

Section I – General Comments

1. The Water and Waste Department (WWD) advises that where private servicing is proposed to be transferred to City ownership, the Developer must demonstrate that the servicing infrastructure is adequate to service the Planned Area and adjacent lands, and must comply with the latest version of the City of Winnipeg Standard Construction Specifications.
2. All walkways north of public reserve do not meet with Park Strategy Linkage Park policy intent. The proposed pathways north of the northerly proposed Public Reserve serve private interests—they are located between private parking lots and residential buildings and are not considered parks. The west-east pathway between the residential buildings is also a private walkway and not required by transportation. Sidewalks provide the appropriate connections to the park spaces on either side of the stormwater management facility and better serve the greater neighbourhood.
3. To support meeting with canopy targets, the Developer should endeavour to retain as much of the existing canopy as possible along the west side of Mazenod Road. The trees along Mazenod Road create a valuable nature corridor, enhancing ecological connectivity to the Cordite Ditch and supporting the walkability of the area.

Section II – Plan Considerations

1. The Developer shall revise the Plan of Subdivision to remove the proposed pathway lands located
 - i) north of the stormwater retention pond and the proposed small park area fronting the public road aligned with De Baets Street within proposed Block 5;
 - ii) proposed east west pathway in Block 5 on the north limit of Lots 3 and 4; and

These lands shall not be credited toward the Public Reserve dedication requirement and may be consolidated with the adjacent private lots or retained as separate private lands. Any resulting Public Reserve dedication deficiency shall be satisfied through the dedication of additional Public Reserve lands elsewhere within the Plan area, to the satisfaction of the Director of Planning, Property and Development, or through cash-in-lieu of Public Reserve dedication in accordance with the City of Winnipeg Charter.

2. The Developer shall, at no expense to the City, legally open property to:

- i) widen the Dugald Road right-of-way to the south to the southernmost property line for proposed Block 2 (approximately 12.192m) and Block 3 (up to 7.62m); and
- ii) widen the Mazenod Road right-of-way to the west by 1.0 m from the westernmost edge of the existing pathway along Proposed Block 3.

to accommodate the existing multi-use pathways on Dugald Road and Mazenod Road, all to the satisfaction of the Director of Public Works.

- 3. The second southern east-west proposed public road within the Planned Area shall be extended to the west limit of the Planned Area through proposed Block 1, Lots 6 and 5. The right-of-way width shall match the proposed public road east of the proposed north-south public road, to the satisfaction of the Director of Public Works. This is intended to accommodate a potential future road extension to the west.
- 4. Cul-de-sacs are to be established with the City's typical industrial local street cul-de-sac standards, to the satisfaction of the Director of Public Works.
- 5. Right-of-way corner cuts measuring 3.0m by 3.0m are to be provided at each corner or any intersection where the angle is less than 80°, to the satisfaction of the Director of Public Works.
- 6. Intersections or corners of local streets within the Planned Area are to be designed such that the angle of intersection is no less than 75° as measured in the quadrant with the acute angle.
- 7. The proposed Suffield Street right-of-way shall be established with a 35.0m right-of-way between Dugald Road and the first proposed east-west Public Road to the south, including appropriate corner cuts at the Dugald Road/Suffield Street intersection and an appropriate transition south of the first proposed east-west Public Road to the south, all as determined by and to the satisfaction of the Director of Public Works.
- 8. Where a street includes a multi-use path, the right-of-way width shall be widened by an additional 2.0 m, to the satisfaction of the Director of Public Works.
- 9. The Draft Legal Plan in its entirety shall be reviewed and approved by the Public Works Department prior to submitting to Winnipeg Land Titles Office.

Section III – Engineering Studies

- 1. The Developer shall provide an updated comprehensive servicing report, prepared by a qualified municipal engineer, which shall outline the provision of underground services required for the Planned Area and adjacent lands, as determined by and to the satisfaction of the Director of Water and Waste.
- 2. The Developer shall submit Servicing Criteria Sheets for water, wastewater and land drainage facilities, including plans showing the current and ultimate service areas, as determined by and to the satisfaction of the Director of Water and Waste.
- 3. 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.

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

4. Seine River Park-Waterway

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 the Seine River Park-Waterway Land Acquisition Charge (\$145.00 per acre).

5. Stormwater Management Facilities

- a) The Developer shall construct, and bridge-finance the cost of constructing, naturalized regional stormwater management facilities and associated works to serve the Planned

Area and adjacent lands, in accordance with the "Criteria for Stormwater Management" (adopted by City Council on April 25, 2001) and the accepted servicing report, as determined by and to the satisfaction of the Director of Water and Waste.

- b) The Developer shall dedicate to the City any land required to accommodate the naturalized regional stormwater management facilities, as determined by and to the satisfaction of the Director of Water and Waste in accordance with the City's Development Agreement Parameters.
- c) The Developer shall pay its share of the cost of the said regional stormwater management facilities, as determined by the Director of Water and Waste.
- d) The Developer shall, prior to construction, provide to the City a separate Letter of Credit in an amount equal to 15% of the construction cost of the naturalized regional stormwater management facilities and associated works, as determined by and to the satisfaction of the Director of Water and Waste. The City shall release this separate Letter of Credit to the Developer upon issuance of the Final Acceptance Certificate.
- e) Despite anything else in this Agreement, the Developer shall maintain all stormwater retention basins within the Planned Area, including naturalized channels, as determined by and to the satisfaction of the Director of Water and Waste and the Director of Public Works, as follows:
 - i) 2 years (following the date of Substantial Performance) for the physical construction of the stormwater retention basins including excavation and hard infrastructure; and
 - ii) 5 years (following the date of Substantial Performance) for the vegetation planting.
- f) The Developer shall enter into an agreement to caveat all private lots abutting any stormwater retention basin within the Planned Area, outlining the special conditions for the maintenance of the vegetated areas at the rear of the private lots as determined by and to the satisfaction of the Director of Public Works.
- g) The Developers shall at no expense to the City:
 - i) develop and provide to the City a performance specification document of the stormwater retention basins that establishes the minimum acceptable performance of the upland and wetland vegetation; and
 - ii) for a period of 5 years following the date of Substantial Performance, conduct routine vegetation assessments to determine whether the upland and wetland vegetation is meeting the performance specifications and perform remedial action as required.

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

- h) As a condition of issuance of a Final Acceptance Certificate by the Director of Public Works, the Developer shall, at no expense to the City, prepare an operation manual for the storm water retention basins that will ensure the long-term viability of the wetland by maximizing ecological benefits and minimizing maintenance, to the satisfaction of the Director of Public Works.

6. Railway Fence

The Developer shall, at no expense to the City, construct within the Planned Area abutting the GWWD Railway subdivision, a uniform fence 2.4m in height, as determined by and to the satisfaction of the Director of Water and Waste. The Developer is to permit the City to file a caveat against the title of the proposed lot abutting the GWWD subdivision requiring the owner(s) to maintain and/or repair or replace the fence as originally constructed, to the satisfaction of the Director of Property, Planning, and Development.

The fence is intended to prevent pedestrian trespass onto the railway tracks as a result of the proposed development, thereby reducing safety risks and helping to protect existing and future railway anti-whistling regulations along the subject rail line.

7. Pavement

The Developer shall, at no expense to the City, construct Portland cement concrete pavements in all streets within the Planned Area and all related works including, but not necessarily limited to ornamental street lighting, pathway lighting, boulevard landscaping and land drainage sewer, all as determined by and to the satisfaction of the Director of Public Works.

8. Intersection Modifications

The Developer shall, at no expense to the City, construct all required modifications, or pay on demand the costs of such modifications, or both, and all related works, as identified in the approved Transportation Impact Study or as otherwise determined by the Director of Public Works, at the following intersections:

- i) Dugald Road and the fuel station access; and
- ii) Dugald Road and Suffield Street;

all to the satisfaction of the Director of Public Works.

9. Transit Bus Stop Platforms

The developer shall relocate, or pay in cash on demand to the City the costs to relocate, the west bound bus stop platform located at Dugald Road and Mazenod Road and all related works, as identified in the approved Transportation Impact Study or as otherwise determined by the Director of Transit and the Director of Public Works.

10. Regional Street Charges

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 the following services previously installed in Dugald Road along the full length of the Planned Area abutting the south side of Dugald Road:

- i) a 4.0m wide Portland cement concrete lane of pavement and all related works;
- ii) a multi-use pathway;

- iii) street lighting; and,
- iv) landscaping in the south boulevard;

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

11. Traffic Control Signals

The Developer shall, pay to the City, in cash, on demand, all 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 Dugald Road and Suffield Street, when and as determined by and to the satisfaction of the Director of Public Works.

12. Traffic Calming and Traffic/Pedestrian Control Devices

- a) The Developer shall, at no expense to the City, construct traffic calming devices, and all related works, on Waters Drive, Twin Lakes Drive, and Mazenod Road, 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, the costs of the appropriate traffic control device/pedestrian crossing control, and all related works within the Planned Area and on Waters Drive, Twin Lakes Drive, and Mazenod Road, all as determined by and to the satisfaction of the Director of Public Works.

13. Sidewalks/Multi-use Pathways

- a) The Developer shall, at no expense to the City, construct 1.5m and/or 1.8m wide Portland cement concrete sidewalks, or 3.5m wide asphalt multi-use pathways and all related works, on the standard alignment, 0.3m from the property line, and/or on an alignment as determined by the Public Works Department, to the satisfaction of the Director Public Works, as shown conceptually in Appendix C.
- b) The Developer shall construct all sidewalks/multi-use pathways concurrently with the pavements with which they share the right-of-way.
- c) The Developer shall grant to the City, at no expense to the City, any snow storage easements as may be necessitated by the sidewalk alignment, as determined by and to the satisfaction of the Director of Public Works.

14. Cross Access Easement Agreement

- a) The Developer and all successors in title to Lots 1 and 3, Block 2 in the subdivision shall enter into, and register at the Winnipeg Land Titles Office (WLTO) under Section 76 of the Real Property Act, and maintain in perpetuity by way of instrument (right-of-way agreement, easement agreement or declaration) against the titles to the lots, a private cross-access agreement with the owners of the other lots so as to ensure vehicular access to every lot at all times, via streets or internal roads.
- b) The Developer and all successors in title to Lots 4 and 5, Block 5 in the subdivision shall enter into, and register at the Winnipeg Land Titles Office (WLTO) under Section 76 of the

Real Property Act, and maintain in perpetuity by way of instrument (right-of-way agreement, easement agreement or declaration) against the titles to the lots, a private cross-access agreement with the owners of the other lots so as to ensure vehicular access to every lot at all times, via streets or internal roads.

c) The instrument must contain the substance of the following terms:

- i) "User" means and includes any Owner and the tenants of any Owner and, with the permission or consent (expressed or implied) of any Owner, each and all of their respective agents, employees, customers, licensees, invitees, suppliers, contractors, servants or workmen, and any other occupier for the time being on the land of any Owner; and the term "Users" shall have the same meaning as the context permits or requires, mutatis mutandis.
 - ii) Declarant, for itself and its successors and assigns, hereby irrevocably agrees and declares that from and after the date of registration of this Declaration in the Winnipeg Land Titles Office an easement and right of way is hereby created over the Lands for the purposes of ingress and egress that shall permit common usage of driveways, vehicular passageways, entrances and exits leading to one or more private approaches on and from the proposed public roads, as they may exist from time to time to ensure access (but for no other purpose whatsoever) to every such lot on the Lands at all times by Users and vehicles.
 - iii) The rights, liberties and easements herein granted shall be construed as running with the Lands and shall attach to and run with each and every part to which the Lands or any part thereof as may hereafter be subdivided, but no part of the Lands shall pass to or be vested in any other Owner simply by virtue of these presents.
 - iv) As it is the intent that the burden of all rights, liberties and easements declared herein shall run with the Lands, it is declared that the rights, liberties and easements hereby declared shall enure to the benefit of every Owner and, without limiting the generality of the foregoing, shall enure to the benefit of the successors and/or assigns of any part or parts of the Lands and shall bind the successors in title of Declarant, and each of their respective successors in title, and the owners or occupiers for the time being of the Lands or any part or parts thereof.
- d) The cross-access agreement shall be reviewed and approved by the Public Works Department prior to registration at WLTO.

15. 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 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.

16. Two Means of Vehicle Access

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.

17. 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.
- 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.

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) The Developer shall, at no expense to the City,
 - i) obtain approval of and install, prior to construction, 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, proposed sidewalks, walkways, active transportation facilities, community mail boxes, parks, land drainage retention facilities, natural tree stands, multiple family sites, commercial sites, collector and arterial streets, Dugald Road, all with the approval of, and to the satisfaction of, the Director of Planning, Property and Development.

- ii) 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. Pavement Structure Warranty

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.

20. 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.

21. 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.

22. 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.

23. 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 and services in streets abutting the dedicated land, all in accordance with plans and specifications approved by the Director of Public Works. Dedication shall not be granted for lands deemed non-eligible in the Winnipeg Parks Strategy.
- b) If the Developer is unable to dedicate a full 10% of the land, the Developer shall dedicate an amount of land satisfactory to the Director of Public Works and the Director of Property, Planning & Development, and 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 additional site amenities, as approved by the Directors of Public Works and Planning Property and Development.
- c) The Developer shall provide, at no expense to the City, the following standard landscaping and improvements within the Public Reserve(s) in accordance with Park Development Guidelines, Park Standards and plans and specifications all as approved by the Director of Public Works:
 - i) Grade, level and vegetate;
 - ii) Install the appropriate water service;
 - iii) Construct primary pathways;
 - iv) Provide tree plantings in accordance with the Winnipeg Urban Forest Strategy;
 - v) Install core amenities including a playground, picnic area, and multiple use space(s), in accordance with the Park Development Guidelines; and
 - vi) Install fencing within public reserve(s), where deemed appropriate.
- d) The Developer shall provide, at no expense to the City, an area within the southerly Public Reserve that is planned and designed to accommodate a three-quarter size soccer field with appropriate runouts (Athletic field), to the satisfaction of the Director of Public Works.

The Athletic field shall be constructed and graded to include an additional depth of soil, in accordance with the City's Athletic Field Standards.
- e) The Developer shall ensure that land drainage from adjacent properties is not damaging to, nor impacting, the public reserve.
- f) 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.

- g) 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.
- h) The Developer agrees to undertake the required improvements to the Public Reserves before build out has reached 80% or prior to any adjacent school Development Permit 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.

24. Fencing Abutting Public Reserve

- a) 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.
- 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.

25. Dugald Road Pathway

The Developer shall either:

- i) Grant or maintain an easement for the existing pathway registered against title to Proposed Block 1, Lot 1 as determined and to the satisfaction of the Director of Public Works; or
- ii) Cause Dugald Road to be widened to accommodate the pathway and pay to the City, upon demand, all costs associated with the required road opening adjacent to Proposed Block 1, Lot 1 prior to the issuance of Development/Building permits.

26. 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 4/2026
June 5th, 2026

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