

APPENDIX B

REPORT OF THE ADMINISTRATIVE COORDINATING GROUP

RE: PROPOSED SUBDIVISION AND REZONING OF LAND LOCATED AT 2355 SUMMIT ROAD AND LANDS BOUND BY FOUR MILE ROAD AND SELKIRK AVENUE TO THE NORTH, CENTREPORT CANADA WAY TO THE EAST AND SUMMIT ROAD TO THE SOUTH AND WEST (CATALYST PARK – PHASE 1)

It is recommended that approval of DASZ 6/2026, if granted, be subject to the applicant entering into a Development Agreement containing the following conditions:

Section I – General Comments

1. The Water and Waste Department (WWD) advises that the stormwater management engineering analysis remains under review. As a result, revisions to the subdivision plan, including the potential for additional land dedication to accommodate the stormwater management facilities, may be necessary once the stormwater management plan has been accepted.
2. The Transportation Impact Study identifies that Sturgeon Road will need to be constructed as a four-lane roadway between Sturgeon Access and Ness Avenue to support the build-out of Phase 1 and other background development growth. This will also require major intersection improvements on Sturgeon Road at the Sturgeon Access, Saskatchewan Avenue, and Murray Park Road intersections. The anticipated traffic volumes greatly exceed the capacity of the existing two-lane Sturgeon Road. Phase 1 assumes a full build-out horizon year of 2032. This work will need to be completed to support the development as more than one of four trips access the development from Sturgeon Road. There is currently no City funding identified for the study or construction of these improvements.
3. The Transportation Impact Study identifies that the Brookside Boulevard and Inkster Boulevard intersection is already approaching capacity and exceeds capacity with just background development traffic growth at the Phase 1 horizon year (2032). Development traffic from Phase 1 would further exceed the intersection capacity. The study assumes that the only improvement that can be made is widening to a six-lane cross-section on Brookside Boulevard. The study also assumes that the Chief Peguis Trail Extension and CentrePort Canada Canada Way Extension would be recommended by the 2050 horizon year. There is currently no City funding identified for the construction of these improvements.
4. The Transportation Impact Study identifies that major intersection improvements are required at the intersections of
 - i) CentrePort Canada Way (PTH 190) / Sturgeon Access / Summit Road
 - ii) CentrePort Canada Way (PTH 190) / Sturgeon Road / Rosser Road (PR 221)

to support the build-out of Phase 1 and other background development growth. These intersection upgrades will need to be coordinated with Manitoba Transportation and Infrastructure.

5. The Transportation Impact Study identifies that the existing roadway network is approaching capacity by the 2050 horizon year with all of the planned developments in the area (both background development and the proposed development). The Silver Avenue Extension would provide some relief for Sturgeon Road south of the existing Silver Avenue / Murray Park Road intersection and for CentrePort Canada Way (PTH 190) but would not alleviate all the anticipated capacity issues in the area. The 2050 horizon year analysis suggests that the Silver Avenue Extension may be required to alleviate congestion at some intersections before 2050. There is currently no City funding identified for the study or construction of the Silver Avenue Extension.
6. Lands between the Stormwater Management Facilities and roadways with no functional park space are considered buffer lands, in accordance with the *Winnipeg Parks Strategy* policy 4.1.1.38.
7. Optimist Park is a highly used and programmed public park. Access to the park must be maintained, at all times, from early April to the end of October. Any closure during that time period would significantly impact programming. Once the road has been reconstructed and realigned signage informing the public of the change in park access must be permanently installed.
8. The Public Service has concerns regarding operation and maintenance activities required for the proposed naturalized stormwater detention basins due to limited resources. Additional operating budget will be required to maintain the naturalized areas to ensure invasive species are removed in a timely manner and that the pond functions as intended.
9. Under the Transportation Infrastructure Act, a permit is required from Manitoba Transportation and Infrastructure to construct, modify, relocate, remove or intensify the use of an access. A permit is also required from Manitoba Transportation and Infrastructure to construct, modify, remove or relocate a structure or sign, or to change or intensify the use of an existing structure (including the alteration of existing buildings) within the 38.1 m (125 ft) controlled area from the edge of the highway rights-of-way.

Section II – Plan Considerations

1. The Developer shall, at no expense to the City, legally close the Summit Road right-of-way south of the proposed Public Road and Summit Road intersection, in accordance with the proposed closure in DAC 3/2026, to the satisfaction of the Director of Public Works.
2. The Developer shall, at no expense to the City, legally open property for right-of-way corner cuts measuring 2.0m by 2.0m in each corner of the intersection of two streets measuring 22.0m in width or greater. Right-of-way corner cuts measuring 3.0m by 3.0m are to be provided at each corner of any intersection where the angle is less than 80°, to the satisfaction of the Director of Public Works.
3. Intersections 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.
4. Other than the access to Summit Road Landfill all local industrial streets are to be established with a right-of-way width of 24.0m, to the satisfaction of the Director of Public Works.

5. Collector industrial streets and/including the route to Summit Road Landfill are to be established with a right-of-way width of 36.0m, to the satisfaction of the Director of Public Works.
6. The Developer shall provide corner cuts as proposed in the approved Transportation Impact Study, to the satisfaction of the Director of Public Works.
7. The Developer shall provide a corner cut for over sized loads to the satisfaction of the Director of Water and Waste at the intersection of Summit Road and the proposed Public Road. A concept drawing of the proposed intersection shall be submitted to the Public Works Department for review and acceptance prior to the submission of the Mylars to the Winnipeg Land Titles Office.
8. The Developer shall, at no expense to the City, legally open sufficient property to widen the Public Road between CentrePort Canada Way and the first proposed Public Road to the north, as required to accommodate the roadworks identified in the approved Transportation Study, including multi-use pathways on both sides, to the satisfaction of the Director of Public Works. The Developer shall provide a concept drawing showing the proposed road cross-section, including multi-use pathways on both sides and the proposed right-of-way width, to the Public Works Department for review and approval prior to submitting to Winnipeg Land Titles Office.
9. The Developer shall revise the proposed Public Reserves, as required by the accepted servicing report, to accommodate stormwater management facilities requirements, including any modifications to the size, configuration, or location of the facilities, and any park and pathway requirements, to the satisfaction of the Directors of Public Works and Water and Waste.
10. The Developer shall revise the plan of subdivision, as required by the accepted servicing report, to accommodate stormwater management facilities, including any lift stations, outfalls, channels, and land drainage trunks, by creating land suitable for conveyance to the City, at no cost to the City, as determined and to the satisfaction of the Director of Water and Waste.
11. The Draft Legal Plan in its entirety shall be reviewed and approved by the Public Works, Water and Waste, and Planning, Property and Development Departments prior to submitting it to Winnipeg Land Titles Office. Additional Engineering drawings may be required to confirm rights-of-way's dimensions.

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

- a) The Developer shall, at no expense to the City, construct and install all water mains, including any secondary supply mains, required to serve the Planned Area and certain third-party lands, in accordance with the accepted servicing report, to the satisfaction of the Director of Water and Waste.
- b) The Developer shall pay, in cash, on demand, their share of the cost of the secondary supply mains as determined by the Director of Water and Waste. The share of the cost of the secondary supply mains is comprised of:
 - i) the adjacent pipe benefit, based on the frontage in/of the Planned Area along the path of secondary supply mains multiplied by the prevailing Local Improvement rate for water mains, and
 - ii) the proportionate share of the balance of the final secondary supply main construction costs after deduction of the adjacent pipe benefit, in the form of a charge per acre, as determined by the Director of Water and Waste.
- c) The Developer's share of the cost of the secondary supply mains owing under the Development Agreement shall be credited against the cost of the secondary supply mains constructed by the Developer.
- d) If the Developer's share of the cost of constructing the secondary supply mains 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 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.

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 certain third-party 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 certain third-party lands in accordance with the accepted servicing report, to the satisfaction of the Director of Water and Waste.

4. Stormwater Management Facilities

- a) The Developer shall construct, and bridge-finance the cost of constructing, land drainage pumping station(s), to serve the Planned Area and third-party lands, in accordance with the accepted servicing report, as determined by and to the satisfaction of the Director of Water and Waste.
- b) As a condition of issuance of a Final Acceptance Certificate by the Director of Water and Waste, the Developer shall, at no expense to the City, prepare an operation and maintenance manual for the land drainage pumping station(s), to the satisfaction of the Director of Water and Waste.
- c) The Developer shall construct, and bridge-finance the cost of constructing, naturalized stormwater detention basins and associated works, to serve the Planned Area and third-party 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.
- d) The Developer shall dedicate to the City any land, and shall provide to the City all easements, required to accommodate the naturalized stormwater detention basins and land drainage pumping station(s), as determined by and to the satisfaction of the Director of Water and Waste in accordance with the City's Development Agreement Parameters.
- e) 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.
- f) If the Developer's share of the cost of constructing the said regional land drainage stormwater management facilities is greater than the Developer's share of that cost determined under Clause d), 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.

- g) The Developer shall, prior to construction, provide to the City a separate Letter of Credit for naturalized stormwater detention basins and associated works, in an amount 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.
- h) Despite anything else in this Agreement, the Developer shall maintain all naturalized stormwater detention 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 naturalized stormwater detention basins including excavation and hard infrastructure; and
 - ii) five (5) years, commencing from the date of Substantial Performance and upon receipt of an engineering brief, to the satisfaction of the Director of Water and Waste, confirming that the facility is operating under its ultimate condition, for the vegetation planting.
- i) The Developers shall at no expense to the City:
 - i) develop and provide to the City a performance specification document of the stormwater detention basins within the Planned Area that establishes the minimum acceptable performance of the vegetation; and
 - ii) conduct routine vegetation assessments to determine whether the vegetation is meeting the performance specifications and perform remedial action as required, during the warranty period under Paragraph 4h)ii).

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

- j) 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 naturalized stormwater detention basins that will ensure the long-term viability of the naturalized stormwater detention basins by maximizing ecological benefits and minimizing maintenance, to the satisfaction of the Director of Public Works.

5. Lot Grading

- a) The Developer shall, at no expense to the City and prior to the release of the subdivision mylars for registration in the Winnipeg Land Titles Office, provide a lot grading plan prepared by a municipal engineer, which identifies all drainage easements necessary for the Planned Area, to the satisfaction of the Director of Water and Waste.
- b) 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.
- c) Prior to the issuance of any development permits in respect of the Planned Area, the Developer shall, at no expense to the City, construct all swales, catch basins and leads

required by the accepted lot grading plan, to the satisfaction of the Director of Water and Waste.

6. Transit Bus Platforms

The Developer shall construct, at no cost to the City, three pairs of bus stop platforms, for a total of six bus stops at locations determined by the City, to the satisfaction of the Director of Transit and the Director of Public Works.

7. Intersection Improvements of Centreport Canada Way and Sturgeon Access

- a) The Developer shall, at no expense to the City, construct the fourth leg of the intersection of CentrePort Canada Way (CCW) and Sturgeon Access, including all related works, including but not limited to traffic signage and traffic signal modifications, as determined and to the satisfaction of the Director of Public Works. The proposed construction works shall be submitted to and approved by Manitoba Transportation and Infrastructure prior to construction.
- b) The Developer shall pay to the City, in cash, on demand:
 - i) 50% of the cost of any traffic signal modifications, and all related works required at the intersection of CCW and Sturgeon Access;
 - ii) 100% of the cost of intersection improvements to CCW and Sturgeon Access located north (the side adjacent to the planned area) of the CCW centre median, excluding the CCW westbound left-turn storage lane(s) (lanes away from the planned area), and all related works; and
 - iii) 100% of the CCW eastbound left-turn storage lane(s) (lanes turning into the planned area) within the median and all related works.

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

- c) The cost of works constructed by the Developer pursuant to Clause a) shall be credited against the amounts payable under Clause b), as determined by and to the satisfaction of the Director of Public Works.

8. Improvements of Sturgeon Access and Sturgeon Road

The Developer shall pay to the City, in cash on demand, 20% of the cost of the Improvements of Sturgeon Access and Sturgeon Road and intersection improvements identified by the City as required to accommodate the build-out of the Airport Area West Industrial and Airport Area West Residential Secondary Plan areas:

- i) Sturgeon Road between Sturgeon Access and Saskatchewan Avenue;
- ii) Sturgeon Access;
- iii) The following intersections of:
 - i. Sturgeon Road and Sturgeon Access; and

ii. Sturgeon Road and Saskatchewan Avenue

iv) all related works

- d) The Developer's share shall be based on the transportation network and improvements identified by the City for the combined Airport Area West Industrial and Airport Area West Residential Secondary Plan areas.
- e) The cost of the Works shall be based on the actual cost to design, acquire, and construct the applicable Works once the actual cost has been established, as determined by, and to the satisfaction of, the Director of Public Works.

Where the applicable Works have not been constructed, the City's best available estimate of the cost to design, and construct the applicable Works, as determined by, and to the satisfaction of, the Director of Public Works, shall be used as the cost.

The City may, at its discretion, update an estimated cost from time to time to reflect the best available information, including changes in scope, market conditions, construction costs, engineering, utility relocations, land acquisition, or other project-related costs. The Transportation Area Charge shall be based on the actual cost or the City's most current estimate, as applicable, in effect at the time of invoicing.

From the date the actual cost is established, or the estimated cost is established or last updated, to the date of payment, the payment shall be adjusted using the Consumer Price Index (All-items) for Winnipeg, Manitoba, as published by Statistics Canada, or any successor index acceptable to the Director of Public Works.

- f) The Developer's share of the payment for the current phase shall be based on the Phase 1 area as a percentage of the total Planned Area, being 33%, with the remaining share to be allocated to subsequent phase(s).

9. Pavement

- a) The Developer shall, at no expense to the City, construct Portland cement concrete pavements to widths of 8.0m and 10.0m and all related works including, but not necessarily limited to, ornamental street lighting, pathway lighting, boulevard landscaping, land drainage sewer and appropriate transitions as required within all streets within the Planned Area, as determined by and to the satisfaction of the Director of Public Works.
- b) The access route through the plan area to Summit Road Landfill shall be built as an industrial collector, as determined by and to the satisfaction of the Director of Public Works.

10. Summit Road

- a) The Developer shall pay all costs associated with the closing application to close the Summit Road right-of-way south of the proposed Public Road and Summit Road intersection.
- b) The Developer shall, at no expense to the City, remove the existing Summit Road gravel roadway, regrade and level the area, place topsoil, sod and landscape the area, and

complete all related and incidental works as determined by and to the satisfaction of the Director of Public Works.

- c) The Developer shall maintain continuous public access to Optimist Park and continuous City access to the Summit Road Landfill from the date of registration until the expiry of the pavement warranty period for all permanent access roads, to the satisfaction of the Directors of Public Works and Water and Waste.
- d) The Developer shall be responsible for all reasonable costs incurred by the City because of any failure by the Developer to fulfill the obligations set out in the above Clause C as determined by the Directors of Public Works and Water and Waste.

11. Sidewalks/Pathways

- a) The Developer shall, at no expense to the City, construct 1.5m wide Portland cement concrete sidewalks, 3.5m wide asphalt pathways, and all related works, on the standard alignment, 0.3m from the property line, conceptually as shown on Appendix C, the Active Transportation Map, all as determined by and to the satisfaction of the Director of Public Works.
- b) 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.
- c) 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.

12. Pedestrian Crossing Control

The Developer shall, pay to the City, in cash, on demand, all costs associated with the installation of Rectangular Rapid Flashing Beacon (RRFB) or other appropriate pedestrian control device, across the proposed Public Road where the proposed pathways connect and all related works, when and as determined by and to the satisfaction of the Director of Public Works.

13. 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.

14. 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.

- c) All trees planted in the rights of way, including median, must meet with soil volume requirements outlined in the Winnipeg Comprehensive Urban Forest Strategy.

15. 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.

16. 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.

17. Signage

- a) The Developer shall, at no expense to the City, supply and install cantilever and full span overhead sign structures and all related works, 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 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.
- c) 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.
- d) 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.
- e) 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.
- f) The Developer shall install permanent signage, where appropriate, and at no cost to the City, to indicate the rerouting of Optimist Park access, to the satisfaction of the Director of Public Works.

18. 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.

19. 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.

20. 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.

21. Emergency Access

- a) The Developer shall, at no expense to the City, construct a second means of access from Centreport Canada Way, including providing necessary easements and or access agreements.
- b) The Developer will be responsible for acquiring and maintaining any permits, licences and/or approvals from Manitoba Transportation and Infrastructure for the secondary means of access from Centreport Canada Way
- c) 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 any infrastructure required for the emergency access, including gates, as originally constructed, to the satisfaction of the Director of Public Works.

22. Manitoba Transportation and Infrastructure Approvals

- a) The Developer shall provide written confirmation that sufficient information has been provided to Manitoba Transportation and Infrastructure (MTI) regional Technical Services Engineer in order to determine if drainage from this site may adversely affect the provincial highway drainage system. If necessary, MTI's regional office may request the Developer to submit a detailed drainage plan prepared by qualified experts
- b) The Developer provides written confirmation from MTI that they have received and approved a Traffic Impact Study for this development. The Traffic Impact Study will have to be prepared by a qualified transportation engineer. It will identify the amount and type of traffic that will be generated by the development and its potential impact on the adjacent road network. The study will identify the type of on-highway improvements that will be required to safely accommodate the traffic generated by this development.

23. On Highway Improvement Agreement

The Developer shall, at no expense to the City, provide to the City written confirmation from MTI that they have entered into all necessary agreements for highway improvements relating to the development.

24. 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) The Developer shall provide the following standard Landscaping and Improvements within the Public Reserve(s), at no expense to the City, in accordance with Park Development Guidelines, Park Standards and plans and specifications all as approved by and to the satisfaction of the Director of Public Works and the Director of Planning, Property and Development:

- i) Grade, level and vegetate;
 - ii) Construct primary pathways; and
 - iii) Provide tree plantings, with appropriate soil volumes, in accordance with the Winnipeg Comprehensive Urban Forest Strategy.
- c) 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, by payment of cash, at the then current values or by the provision of an equivalent value of additional site amenities in the Public Reserve, as approved by the Directors of Public Works and Planning Property and Development
 - d) The Developer shall ensure that land drainage from adjacent properties is not damaging to, nor impacting, the public reserve.
 - 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 nonstandard 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.

25. 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.

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.
- c) The Developer shall pay to the City, in cash on demand, their share of the cost of consulting fees for the preparation of the Transportation Impact Studie(s) for Airport Area West (Industrial and Residential), as determined by and to the satisfaction of the Directors of Public Works and of Planning, Property and Development.
- d) The Developer shall pay to the City, in cash on demand, their share of the cost of consulting fees for the preparation of the Airport Area West Industrial Secondary 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
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