

Malls & Corridors User's Guide



City of Winnipeg Department of Planning, Property and Development

Encouraging walkable, mixed-use,
transit-friendly complete communities

legacy.winnipeg.ca/ppd/

Winnipeg needs more housing to ensure everyone has a home they can afford. Zoning options help create more housing along select commercial corridors and at malls.

Contact the PPD Team

After using this guide, if you have questions or comments, please contact:
ppd-zdo@winnipeg.ca.

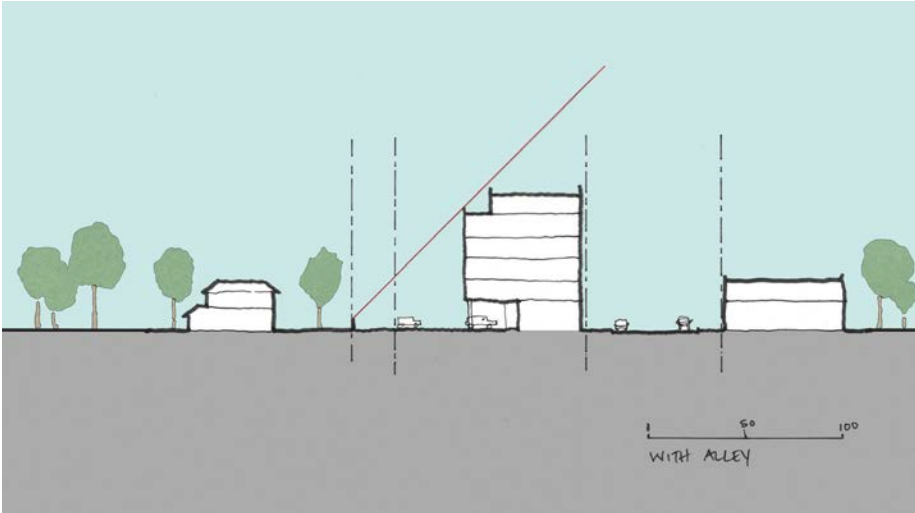






Mall drive isles transition to complete streets

Introduction



This guide outlines steps, standards, and options for property owners and developers to use the Malls and Corridors Planned Development Overlay (PDO). A streamlined zoning framework, the PDO will help property owners redevelop malls and corridors. The development process will be easier because of as-of-right approvals for projects.

Developers will be able to create lively, walkable, mixed-use, bikeable, and transit-friendly spaces. The PDO aligns with *OurWinnipeg 2045*, *Complete Communities 2.0*, and the *Strategic Priorities Action Plan*. It will help increase density along select commercial corridors and on large retail sites.

The PDO provides property owners with three development options:

- 1. Use this PDO:** Build in an urban, walkable format with a minimum density of 14 dwellings per acre, along select corridors or on mall sites (see PDO Map); or
- 2. Existing zoning:** Follow the existing, underlying zoning and allow auto-oriented formats like strip malls or big-box retail; or
- 3. Rezoning:** Suggest a custom development through the public hearing rezoning process.

This guide focuses on Option 1. We will tell you how to use predictable, expedited approvals per PDO design standards. The PDO comes into force and effect on January 31, 2025.

Three Reasons to Use the PDO

Flexible: The PDO removes density maximums and reduces parking requirements, giving developers the freedom to meet housing market demands effectively and adapt to evolving needs.

Predictable: The PDO provides a streamlined pathway for residential development by eliminating the need for a rezoning process when the base zoning district precludes certain types of projects. Developers can opt into the PDO and move directly to obtaining a development permit, significantly reducing timelines and offering clarity and consistency throughout the approval process.

Practical: The PDO regulations were crafted in collaboration with several mall and corridor site owners, ensuring they are market-responsive and grounded in real-world development scenarios.

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Quick Start Overview

The June 2024 Malls and Corridors Week guided the development of these zoning changes. The design team worked with local landowners and developers to design several sample sites to test out ideas to guide the Malls and Corridors zoning changes. Those sample plans are used in this Users Guide to illustrate a variety of possible design solutions and may be helpful in the planning of future development under this PDO.



Single use transitioning to mixed-use

Developer Obligations

The Malls and Corridors PDO is aimed at easing the housing shortage along with implementing the adopted policies within *Complete Communities 2.0* and *OurWinnipeg 2045*.

Developers wanting to use this by-right zoning must deliver at least 14 dwelling units per acre both in the first phase of the project as well as in future phases.

The reason for this minimum density is that it generally aligns with typical townhouse development, which would be appropriate along all corridor types. There is no maximum density, except as constrained by the bulk standards of heights, setbacks, and lot coverage. This allows for townhouse development at the edge of mall sites and larger corridor sites, where it may be appropriate to transition to townhouse development adjacent to an existing residential area.

Developer obligations include:

- Confirm the property is within the PDO Area (see 2(1) Definitions and 3(1)-(2) Applicability).
- Review servicing with the Public Service for any upgrades the proposal may require (See final section in this guide, Sample Servicing Agreement).
- Confirm if the property is located within the area governed by the *Winnipeg International Airport Zoning Regulations* <https://laws-lois.justice.gc.ca/eng/regulations/sor-81-708/page-1.html>. If so, it is the developer's obligation to confirm development is in alignment with Federal regulations outlined in the *Winnipeg International Airport Zoning Regulations*. For assistance in the early planning stages, please contact the Winnipeg Airports Authority at permits@waa.ca or Transport Canada at: aviation.pnraaf-rpnfea@tc.gc.ca.
- Confirm if the site is within Area 2 of the Airport Vicinity Protection Area; sites within Area 2 must be designed and constructed in compliance with the noise mitigation standards set out in the Airport Vicinity Protection Area Regulation.
- For a more extensive list, see the Review Checklist chapter of this guide.



Complete Communities 2.0

Framework Plans for Sites over 10 Acres

Properties over 10 acres require a framework plan to guide phased development (See Sections 49-60).

Framework plans must include:

Block structure: Clearly defined blocks and streets.

Street priority: A-Streets prioritize pedestrians and cyclists; B-Streets prioritize cars and services.

Civic spaces: Integration of required public or semi-public amenity spaces.

Building placement: Future buildings must align with the framework streets.

Design the Plan

Regardless of the size of the property, preparing your development plan involves meeting the design requirements outlined in the PDO.

1. Frontage types

Select from one or more of the ten frontage types (see 2(1) Definitions and 22-34) to define the interface between buildings and public spaces:

1. Common Entry
2. Door Yard
3. Embedded Porch
4. Fenced Terrace
5. Fenced Yard
6. Forecourt
7. Public Frontage
8. Raised Yard
9. Sidewalk Extension
10. Urban Stoop

Refer to Tables 1 and 2 in the PDO for specific setbacks, building heights, and transparency requirements for each frontage type.

Common Entry



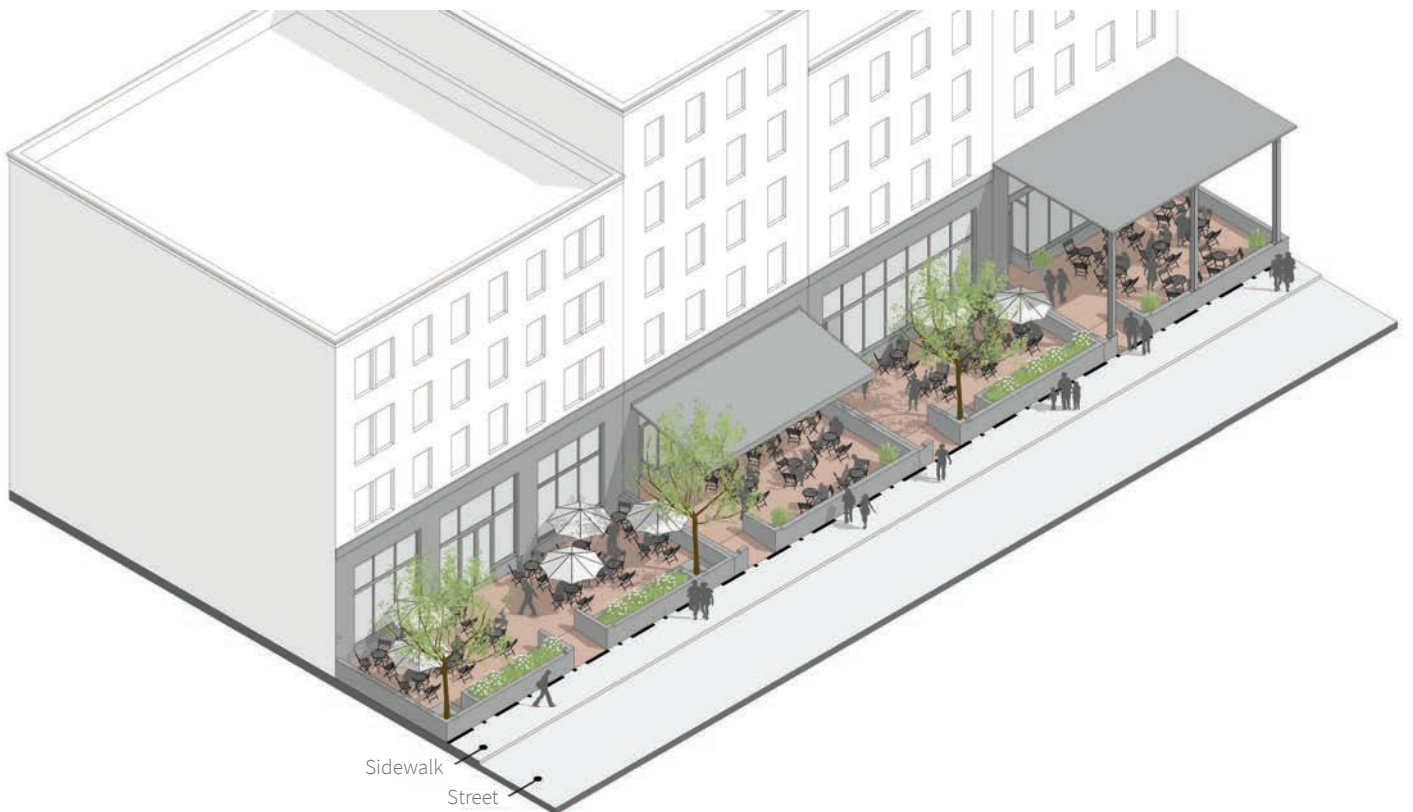
Door Yard



Embedded Porch



Fenced Terrace



Fenced Yard



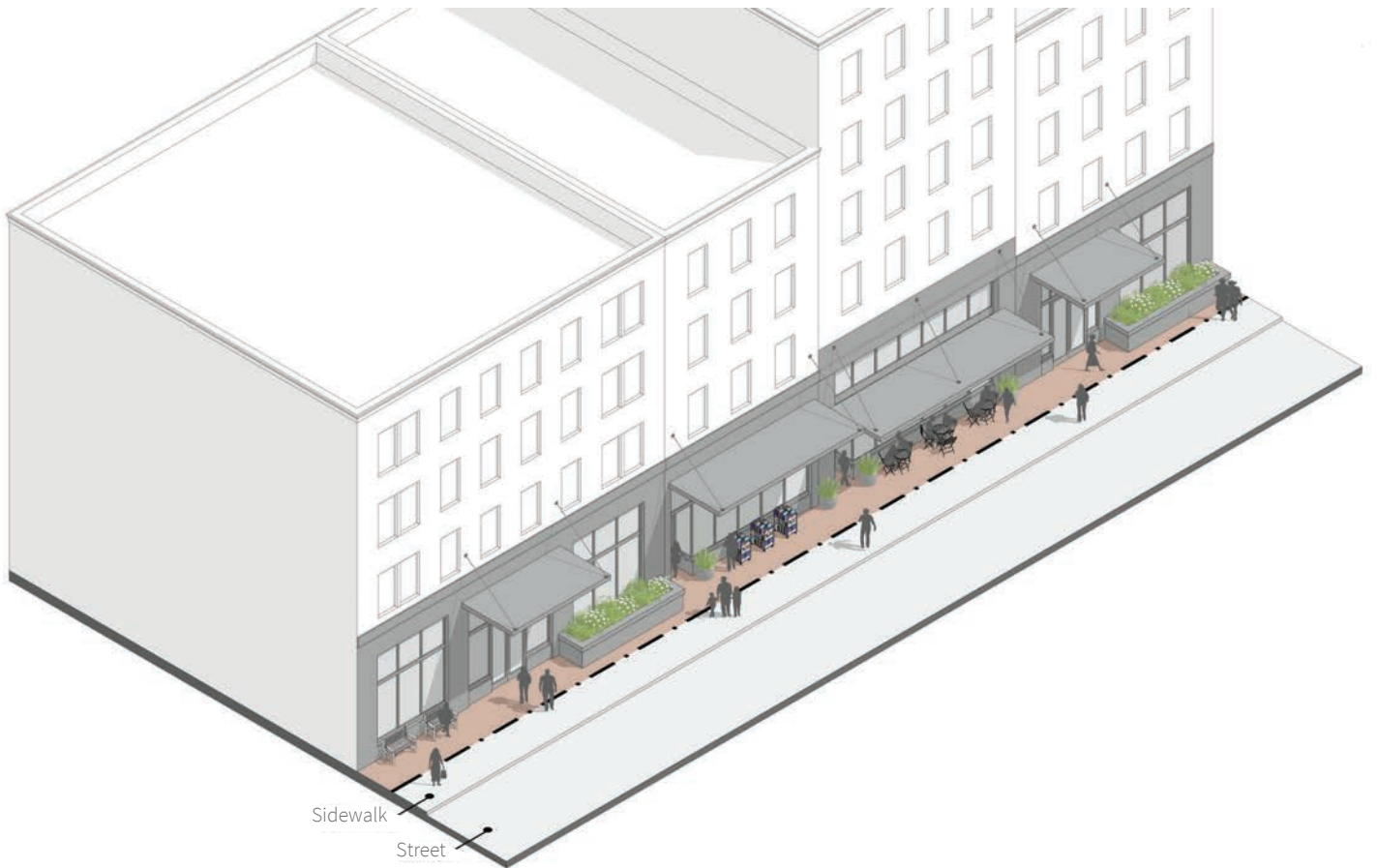
Forecourt



Public Frontage



Sidewalk Extension



Raised Yard



Urban Stoop



2. Density

Ensure the project meets the minimum density of 14 dwellings per acre.

3. Parking standards

Parking must be located behind or beside buildings, avoiding large front-facing lots. Shared or structured parking is encouraged to minimize surface parking lots.

4. Civic space types

For properties over 10 acres, at least 8% of the site area must be designated as civic space (section 60(1)). For sites that are 2 acres or more in area and do not abut an Urban Mixed-Use Corridor, this requirement is 4% (section 15(5)). Incorporate at least one of the eight civic space types for projects meeting size thresholds:

Pocket Park: Small, flexible green space of 1,000 SF to 0.25 acres



Micro Forest: dense trees with seating along edge or on trails 1,000 SF to 0.5 acres



Plaza: A landscaped plaza supporting active uses, 0.1 to 2 acres



Square: Formal, multi-purpose space of 0.2 to 3 acres



Green: landscaped but unprogrammed for unstructured recreation ≥ 0.5 acres



Park: Large, versatile green area of ≥ 1 acres



Greenway: Linear open space promoting connectivity, ≥ 1 acres



Multipurpose Field: structured recreation that includes one or more sports fields ≥ 3 acres



Community Garden: urban agriculture allowed in other civic spaces except Micro Forests or Plazas.



For properties over 10 acres, at least 8% of the site area must be designated as civic space (section 60(1)). For sites that are 2 acres or more in area and do not abut an Urban Mixed-Use Corridor, this requirement is 4% (section 15(5)).

5. Landscaping and street design

Transform drive aisles into tree-lined streets. Provide sufficient space for tree root systems and integrate pervious surfaces for stormwater management.



6. Maximum heights

Maximum building heights are guided by road right-of-way widths.

75 feet along streets with a right-of-way that are less than 80 feet in width

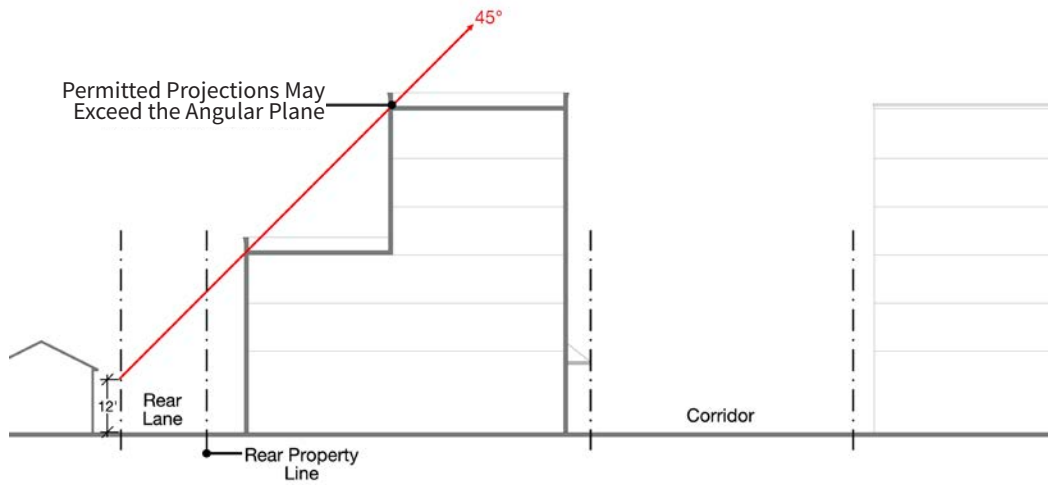
105 feet along streets with a right-of-way between 80 and 100 feet in width

150 feet along streets with a right-of-way that is more than 100 feet in width.

If a building is located within site or Framework Plan that is more than 75 feet from the right-of-way, the building height may be as tall as **200 feet**.



Despite the building heights listed on the previous and following pages, these maximums may be limited by the 45-Degree Analysis.



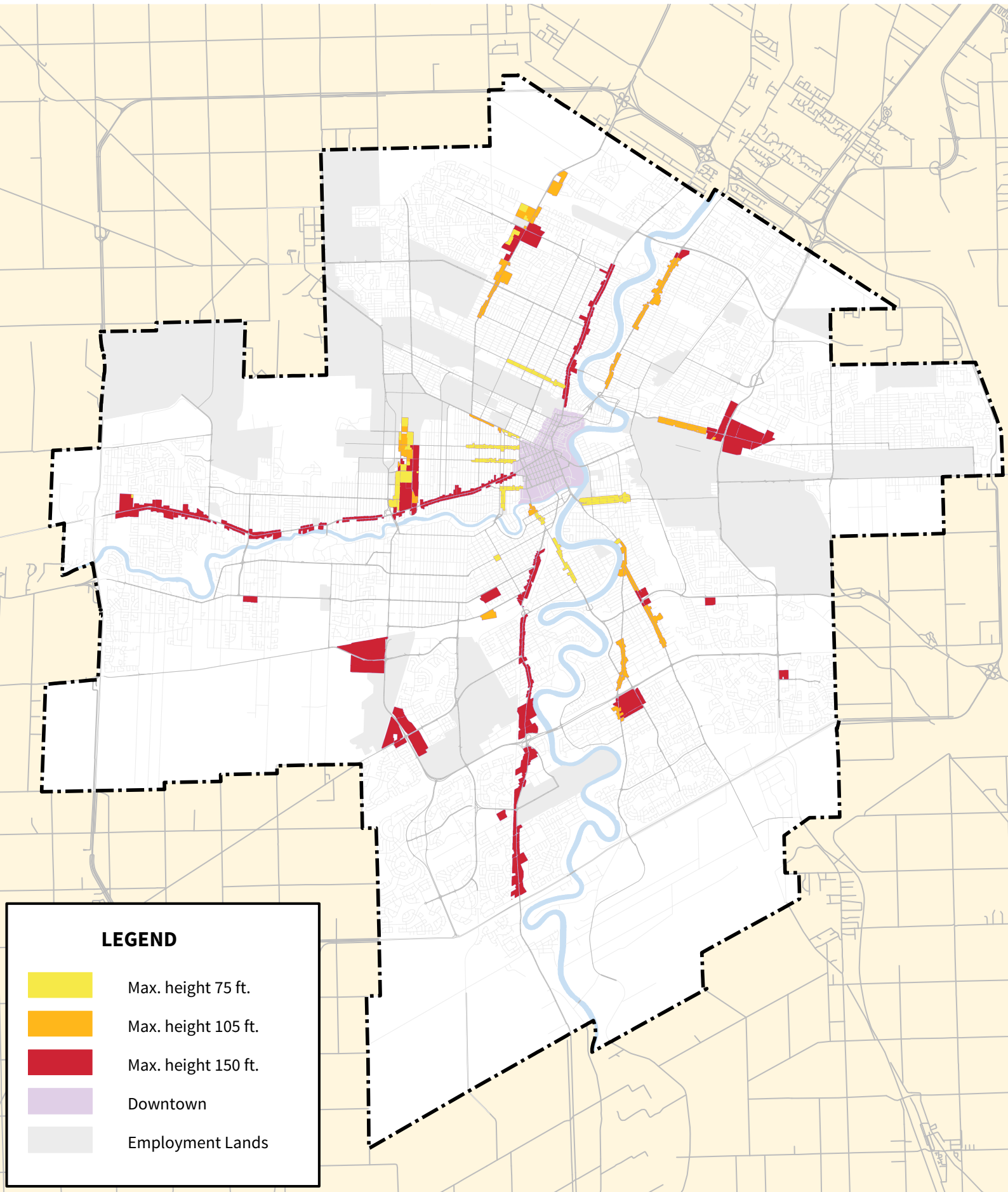
Examples of Approximate Corridor Widths

Intersection	Width (ft.)	Intersection	Width (ft.)
Broadway at Sherbrook	66	Pembina at Windermere	132
Corydon at Hugo	66	Portage at Dominion	139
Ellice	66	Portage at School	132
Henderson at Hespeler	99	Provencher at St Joseph	132
Main at Selkirk	132	Regent at Stapon	115
Marion at Tache	66	Sargent at Arlington	66
McPhillips at Inkster	99	Selkirk at McGregor	66
Nairn at Kent	79	Sherbrook at Westminster	79
Notre Dame at Arlington	99	St Anne's at Berrydale	99
Osborne at Stradbrook	66	St Mary's at Norberry	99

7. Public notification signage

After plan approval, install signage to inform the public about the project to ensure transparency and encourage community awareness.

- Properties over 10 acres: 4' x 8' sign.
- Smaller properties: 2' x 3' sign.
- Include the address of the site; the developer's and general contractor's names and contact information; a general description of the proposed development; a 3D rendering of the development; a plan view of the development; the number of dwelling units and the number of storeys; and the total square footage of non-residential areas.



This map is approximate and for illustrative purposes only and is not regulatory.



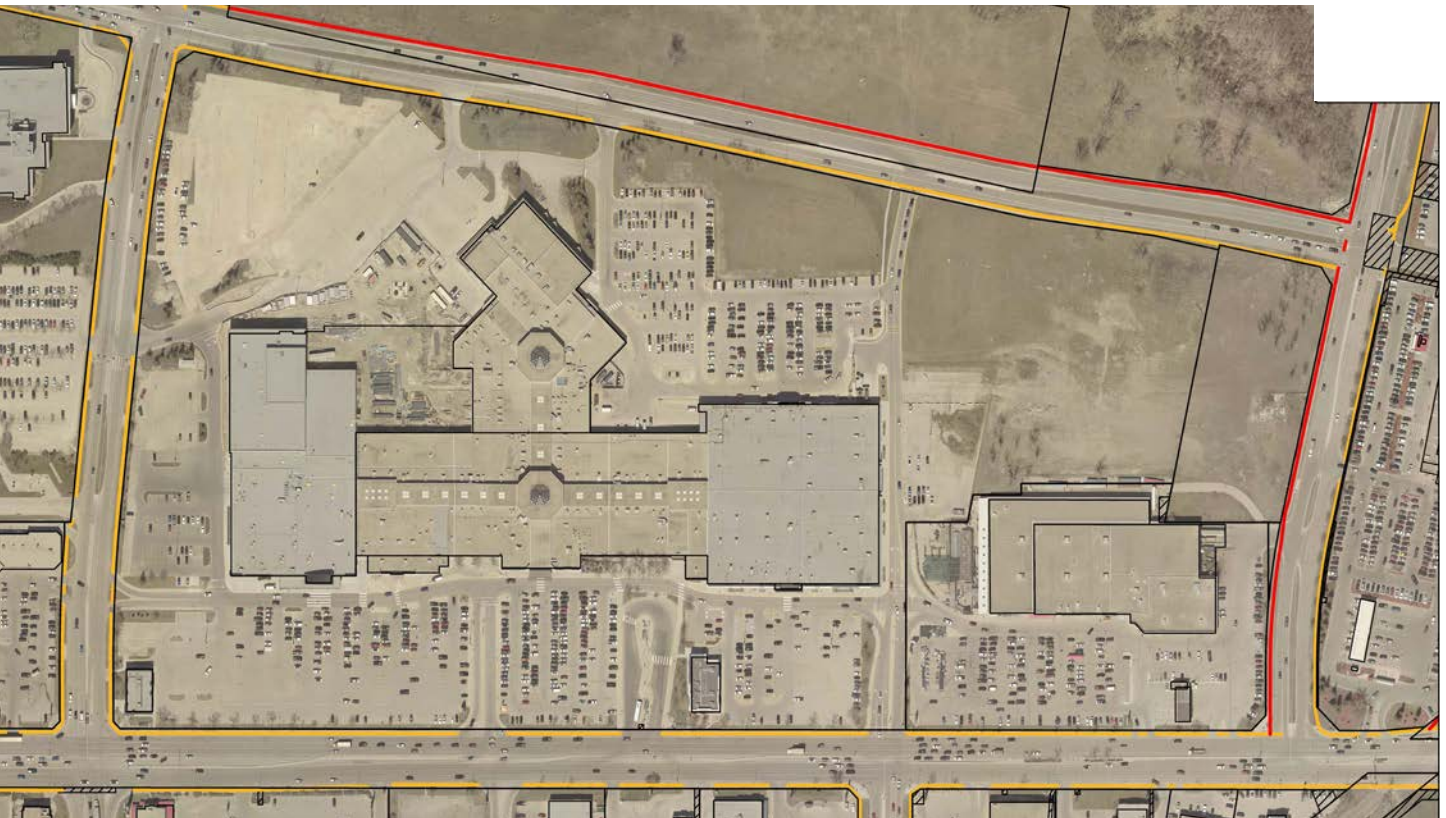
Conceptual Plans

Before the Malls and Corridors Plan Development Overlay zoning was written, the planning team worked with several landowners along the malls and select corridors within the study area, to ensure that the new zoning option is in alignment with current market demands. The following nine conceptual plans are the outcome of that work together. These plans are not development proposals at this time, but rather illustrations of the types of development patterns that are enabled under the Malls and Corridors PDO.

Mall Sites

Concept plan one is a successful regional mall with a high tenant lease rate. The mall owner intends to continue operating the mall in its current format, however there are opportunities to accommodate housing elsewhere within the mall property. The northeast corner of the property has been identified as an ideal location to build housing without impacting mall operations.





In order to enable housing as-of-right, large site owners would be asked to develop a framework plan that structures the entire site into walkable blocks with usable civic space. While this building will continue to operate as a mall, the framework plan identifies how the site will develop over time. With a framework plan in place, new buildings would be required to align with the framework streets, incrementally transforming the site.

- A Street
- B Street
- Pedestrian Street
- Civic Space
- Phase Boundary





The phase one site plan creates two blocks and begins the structure of future blocks to the south. The existing entry is lined with commercial buildings on both sides, creating a short main street. The housing sites frame two civic open spaces: a linear green and a square. Parking is provided on the surface as well as some parking beneath the building footprints.



Program Yields	
Acreage	11 ac
Units	660 du
Non-Residential Area	17,600 sf
Average Unit Size	800 sf
Parking Ratio	1:1

Parking Space Types	
Surface Lot	✓
Structure	
Underground	✓
Ground Floor	
On-Street	✓

- Residential
- Commercial & Mixed-Use
- Civic

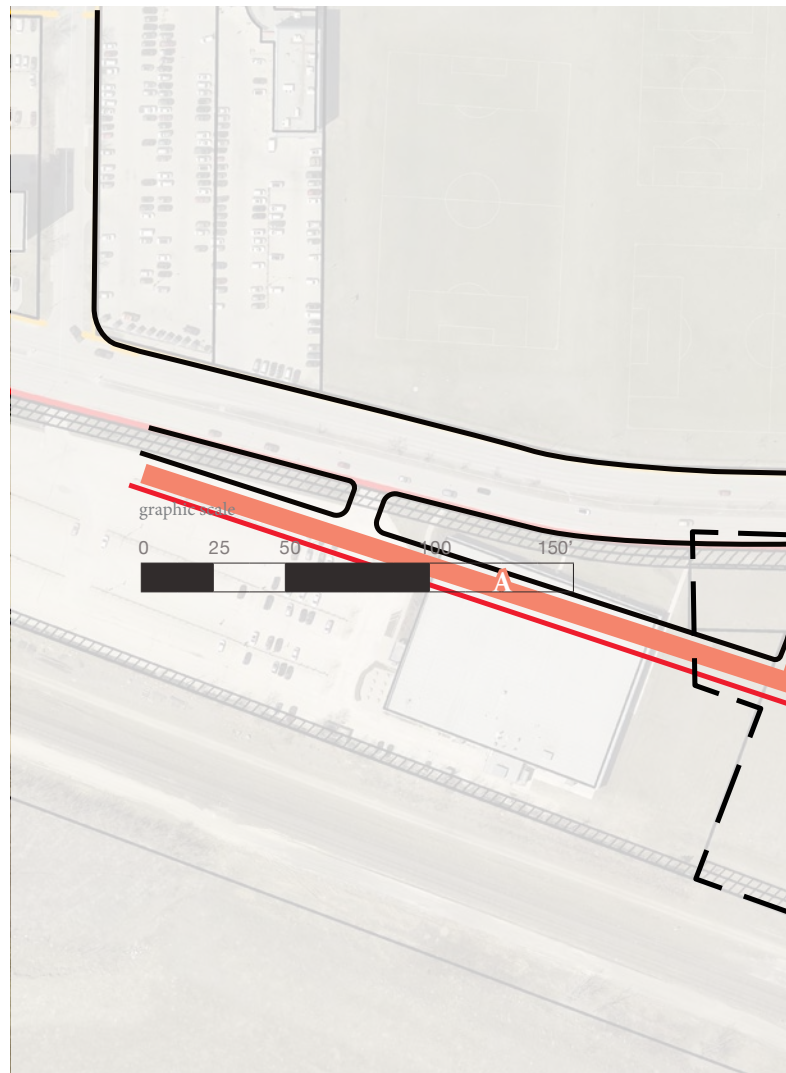








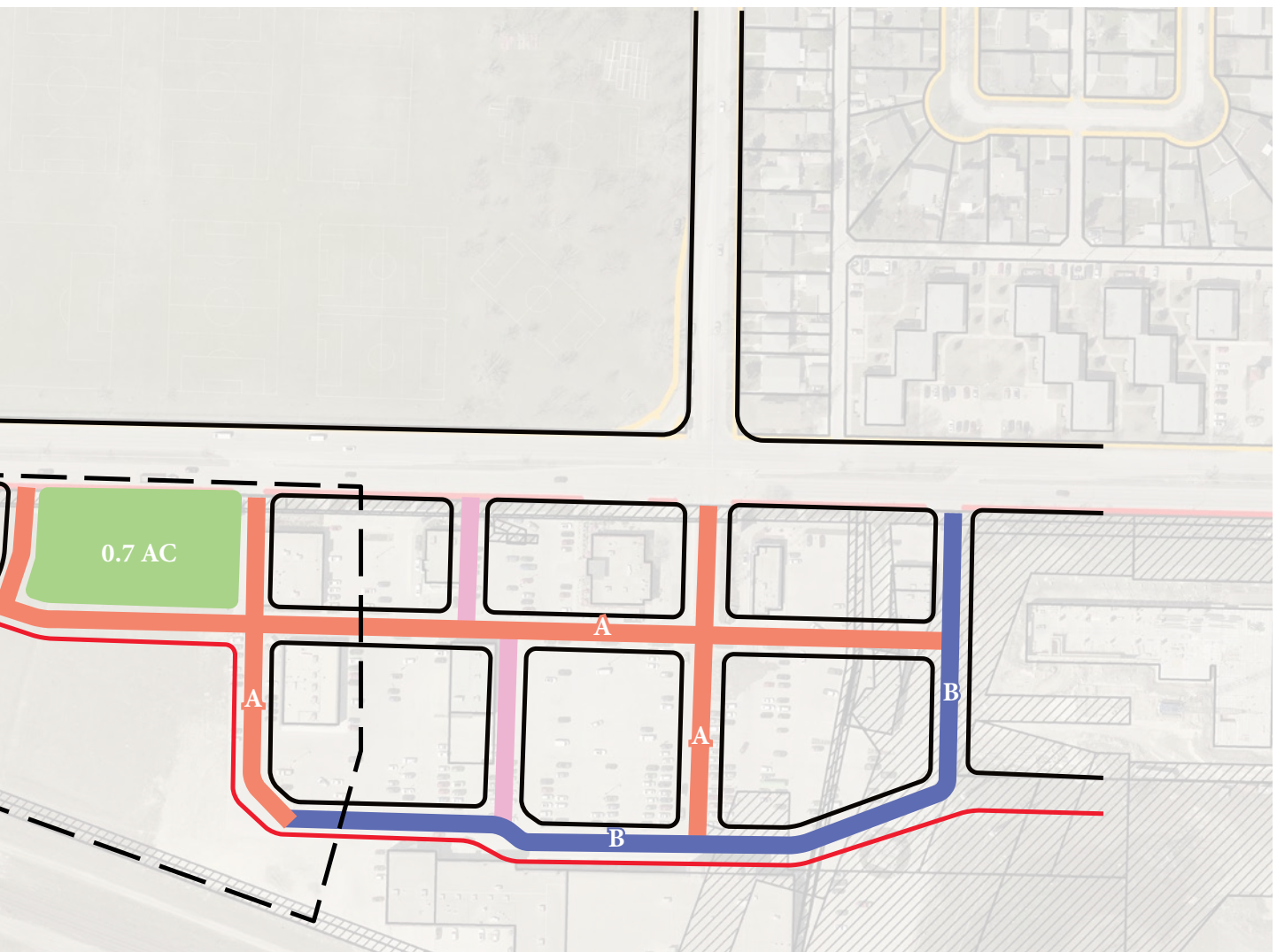
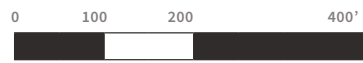
Concept plan two is a regional shopping center that includes a mixture of large and small tenants. The owner has been adding housing to the site and would like to continue to add housing and evolve the property. The shopping center extends beyond the boundary of the aerial in both directions. The ideal location for the next building is a large open field on the west end of the shopping center. Construction in this location does not impact the shopping center and housing located here would be directly across the street from open space.





In order to enable housing as-of-right, large site owners would be asked to develop a framework plan that structures the entire site into walkable blocks with usable civic space. While this building will continue to operate as a mall, the framework plan identifies how the site will develop over time. With a framework plan in place, new buildings would be required to align with the framework streets, incrementally transforming the site.

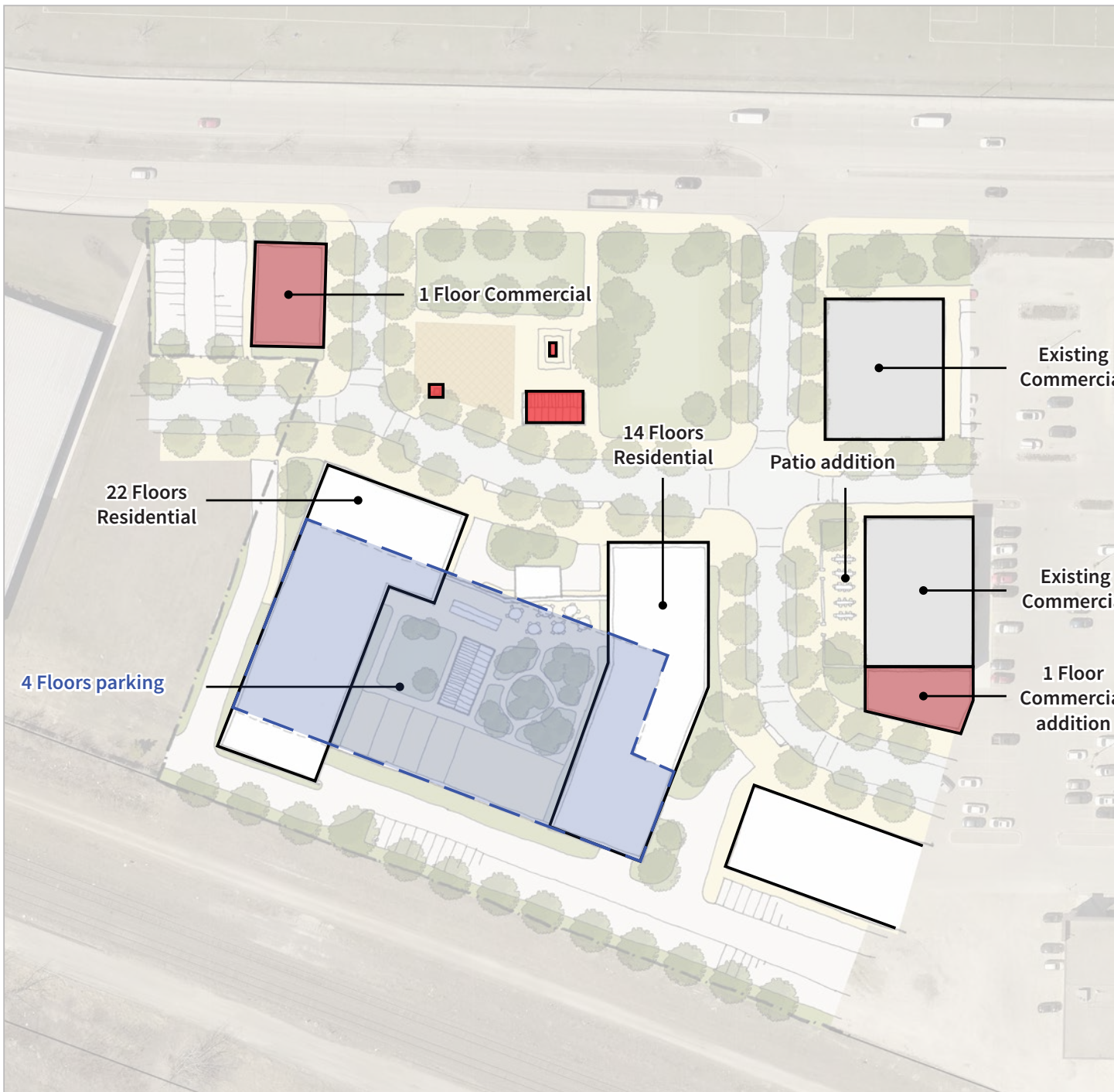
- A Street
- B Street
- Pedestrian Street
- Civic Space
- Phase Boundary



The phase one site design locates the new housing to the west of the site, away from the current shopping area. Housing is located in two towers that connect with a 4-story parking plinth atop of which is an amenity deck. Because the owner wanted to locate housing away from corridor, the space between the building and the corridor is designed as a civic

square, located along an A-street on the site's interior. An additional commercial building is added to face onto and frame the civic square, and adjacent, existing buildings are renovated to face onto the framework streets.



graphic scale



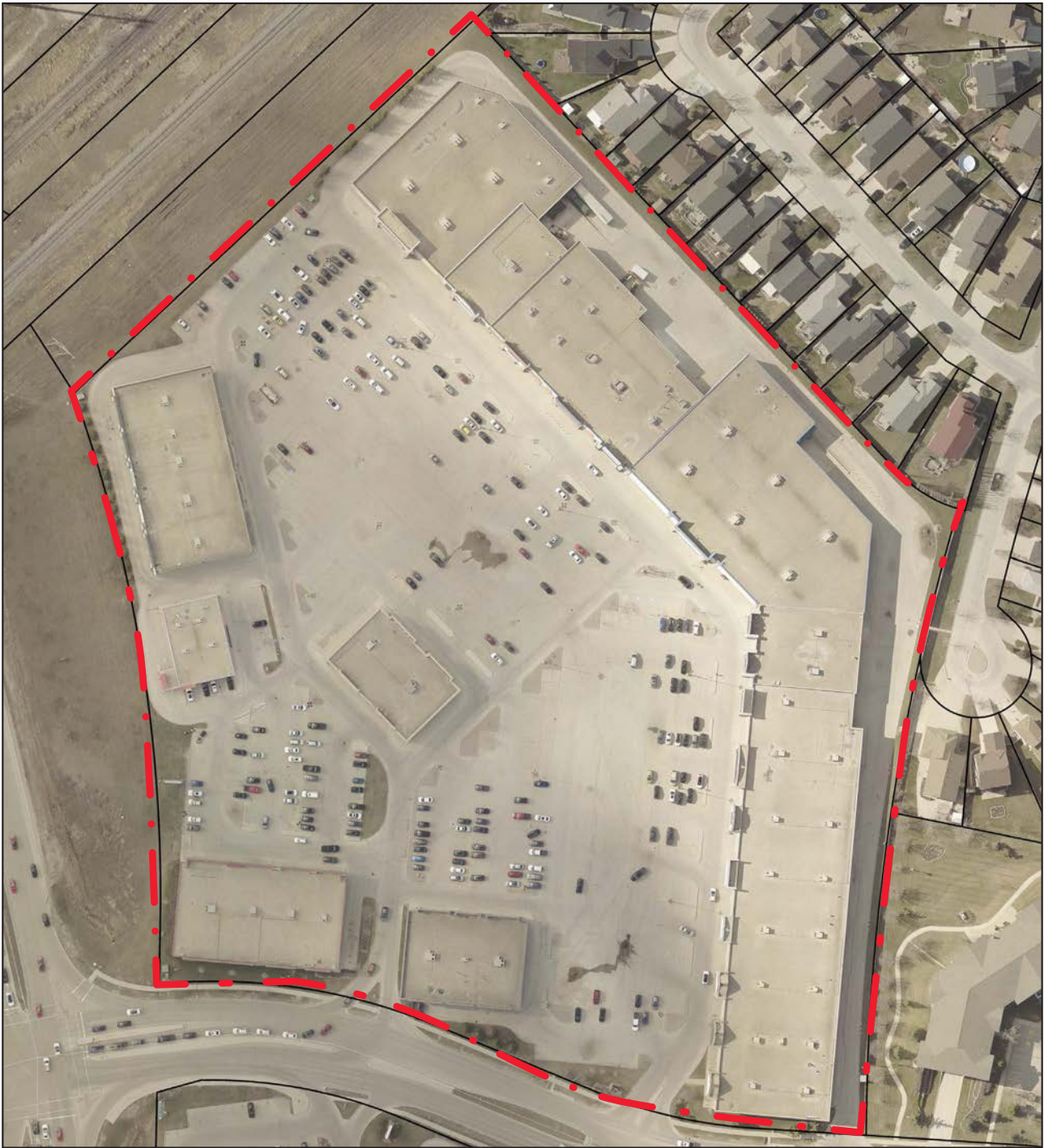


Program Yields	
Acreage	5.2 ac
Units	500 du
Non-Residential Area	4,000 sf
Average Unit Size	1,000 sf
Parking Ratio	1:1

Parking Space Types	
Surface Lot	✓
Structure	✓
Underground	
Ground Floor	
On-Street	✓

-  Residential
-  Commercial & Mixed-Use
-  Civic
-  Parking Garage
-  Existing Building





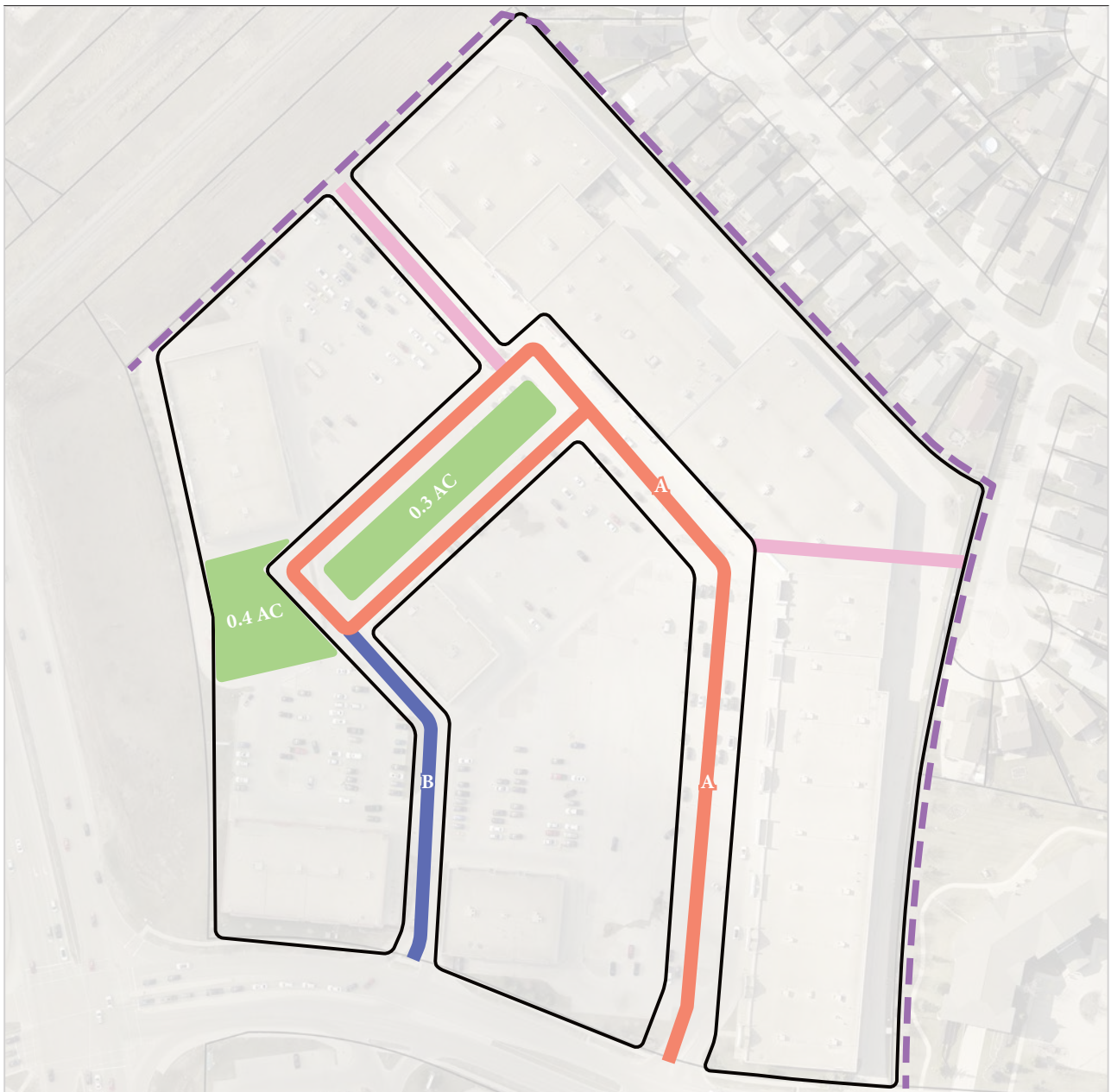
Concept plan three's shopping center owners had considered redeveloping the site previously but have recently leased the commercial spaces so is unlikely to redevelop in the near term. It serves as a good example nonetheless. The site size is large enough to require a framework plan, yet quite a bit smaller

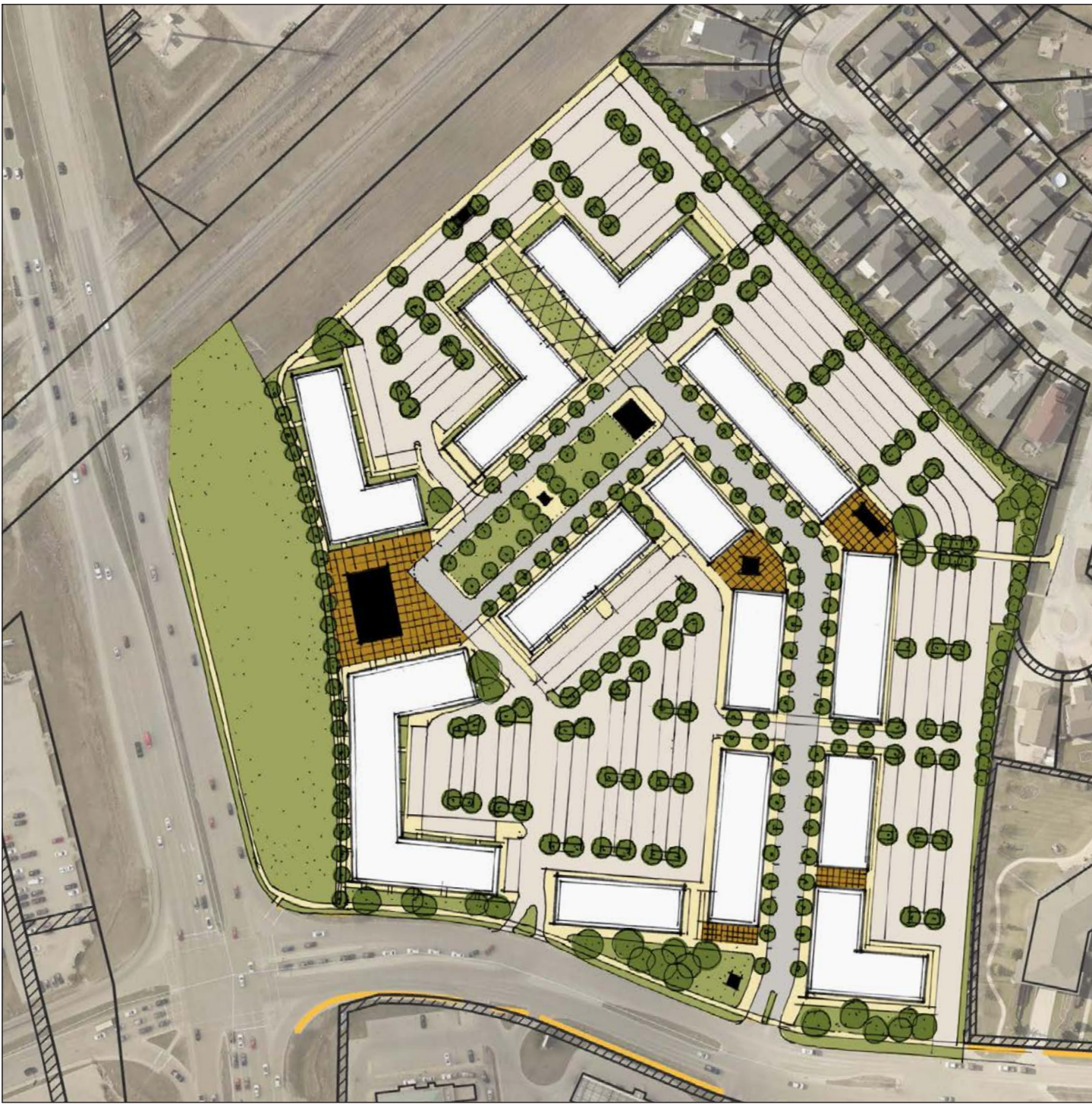
than the other mall and shopping center sites. It is also framed on 3 sides with barriers to future connectivity, which are important considerations for the framework plan and requirements.



In order to enable housing as-of-right, large site owners would be asked to develop a framework plan that structures the entire site into walkable blocks with usable civic space. While the this site will continue to operate as a shopping center, the framework plan identifies how the site could develop over time. With a framework plan in place, new buildings would be required to align with the framework streets, incrementally transforming the site while allowing existing, active uses to continue.

-  A Street
-  B Street
-  Pedestrian Street
-  Barrier
-  Civic Space





The site plan shows the full transformation of the shopping center, but was designed to occur incrementally, retaining the current active retail uses and beginning to add housing on the west side. Because there are barriers along the site's edges, it is focused inwards to create one full block within the site and to focus on a

civic square and plaza. All parking is provided in surface parking lots and on-street.





Program Yields	
Acreage	16.7 ac
Units	450-550 du
Non-Residential Area	70,000 sf
Average Unit Size	800 sf
Parking Ratio	1:1

Parking Space Types	
Surface Lot	
Structure	✓
Underground	
Ground Floor	
On-Street	✓

- Residential
- Commercial & Mixed-Use
- Civic
- Transit Stop



Concept plan four is a successful regional mall with a high tenant lease rate. The mall owner intends to continue operating the mall in its current format, however there are opportunities to accommodate housing elsewhere within the mall property. The southern portion of the property has been identified as an ideal location to build housing without impacting mall operations. This location abuts a street, though it serves as a lane for those properties across it. Adjacent is also a sizable municipal sports complex.





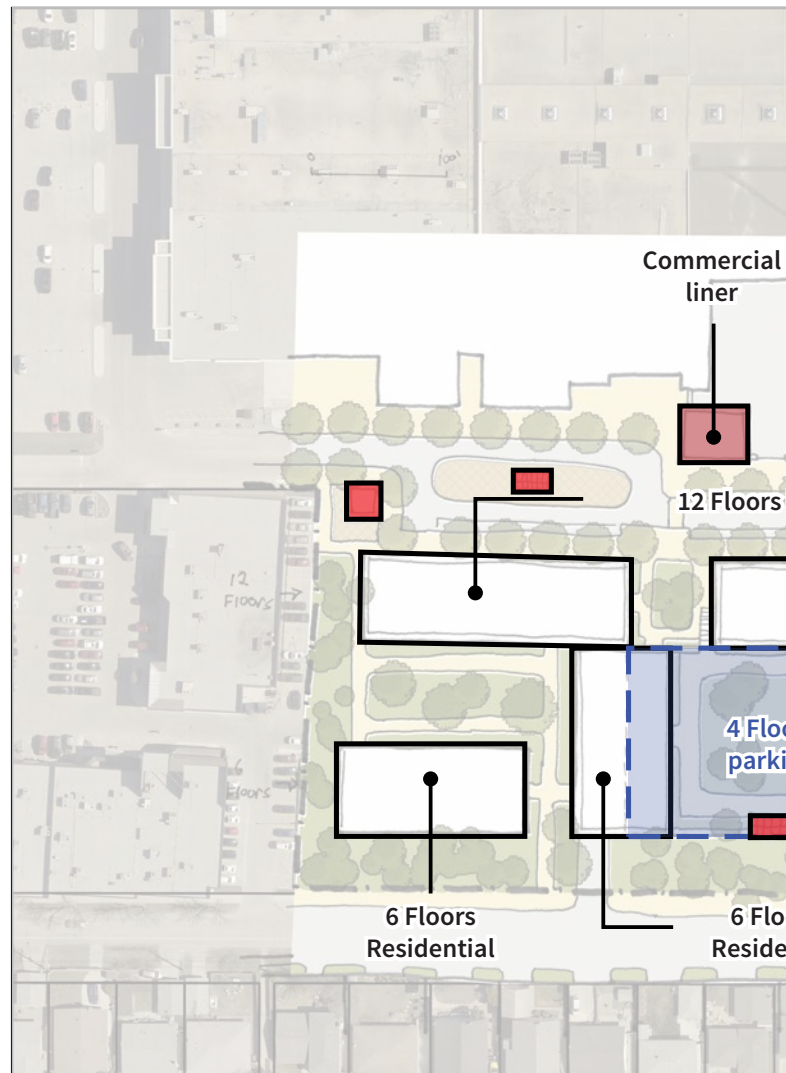
In order to enable housing as-of-right, large site owners would be asked to develop a framework plan that structures the entire site into walkable blocks with usable civic space. While this site will continue to operate as a mall, this framework plan identifies how the site could develop over time. With a framework plan in place, new buildings would be required to align with the framework streets, incrementally transforming the site.

- A Street
- B Street
- Pedestrian Street
- Civic Space





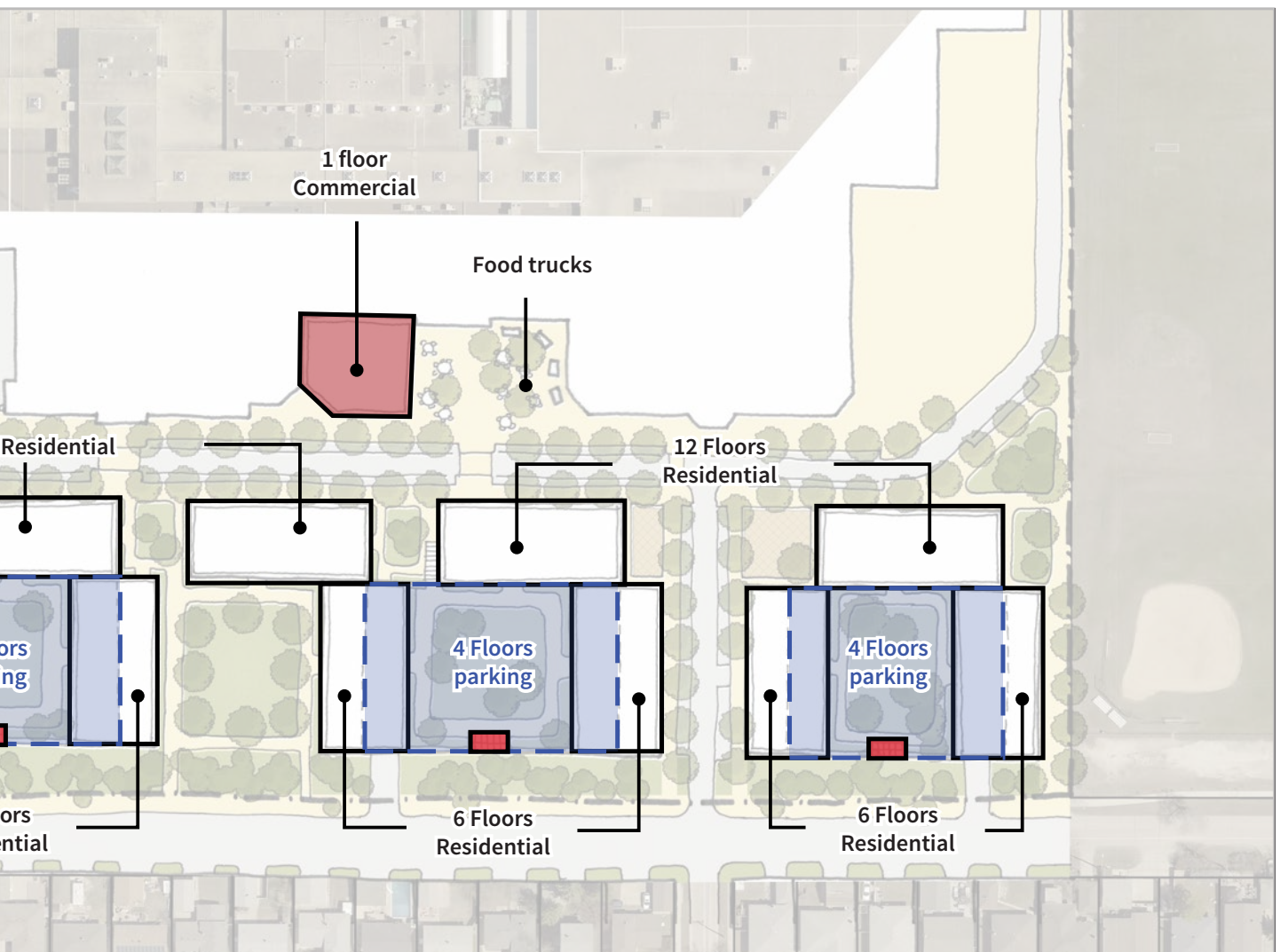
The phase one of the site design envisions a repeatable building footprint that concentrates height towards the interior of the property, stepping down towards its' southern boundary, and providing a sizable setback near the property line. The street to the south acts as a lane for the homes opposite the site and is an active transportation priority for the city. As a result, street connections to the nearby street that would normally be required are more limited. The building layout is built upon a repeatable module with parking in structures with above and below ground levels and building attached, framing raised amenity decks and at grade courtyards. Small additions to the mall structure help to complete the internal framework streets and activate entries.



Program Yields	
Acreage	9 ac
Units	1,000 du
Non-Residential Area	10,000 sf
Average Unit Size	900 sf
Parking Ratio	0.8

Parking Space Types	
Surface Lot	
Structure	✓
Underground	
Ground Floor	
On-Street	✓

- Residential
- Commercial & Mixed-Use
- Civic
- Parking Garage

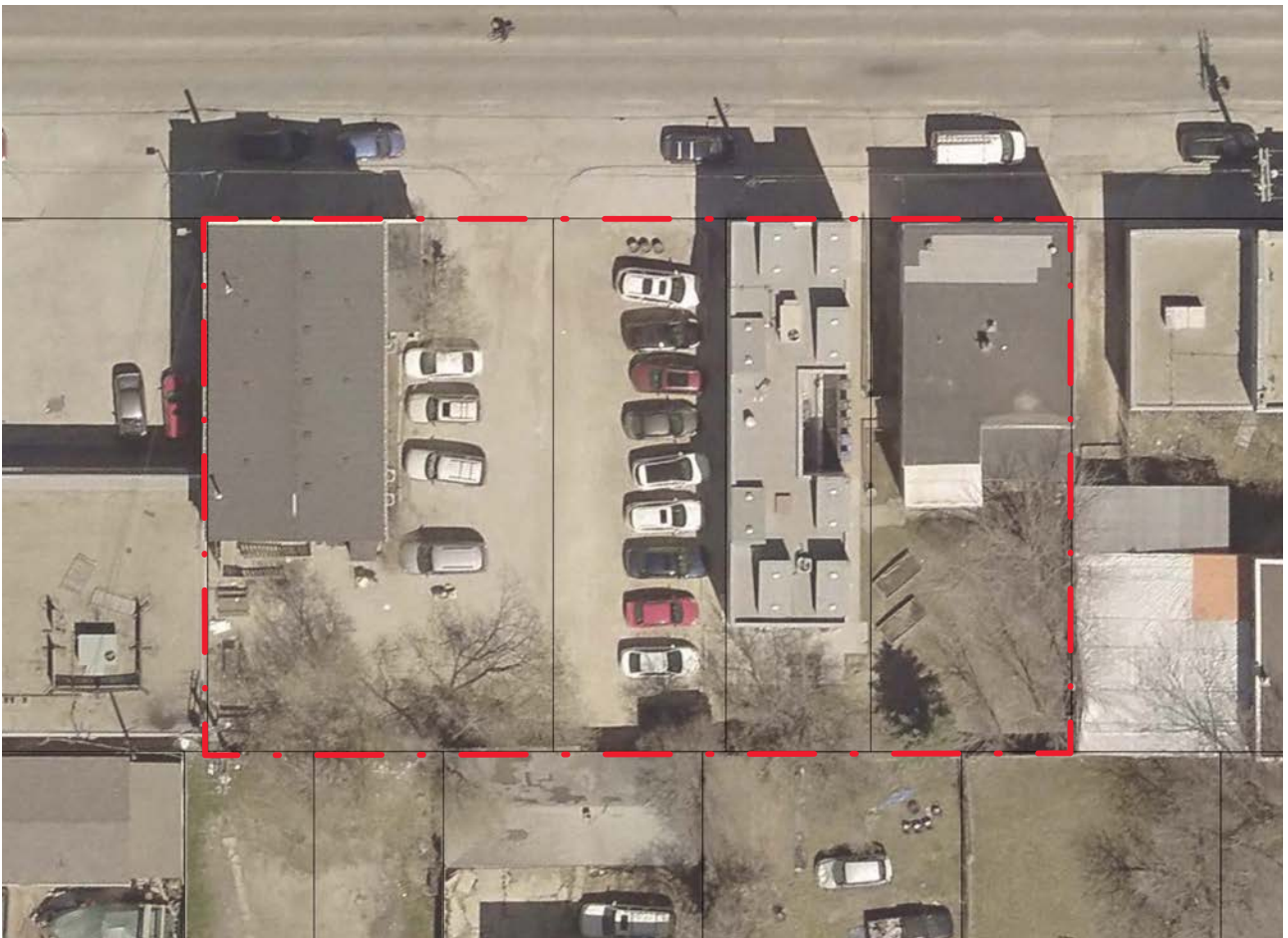


Corridor Sites

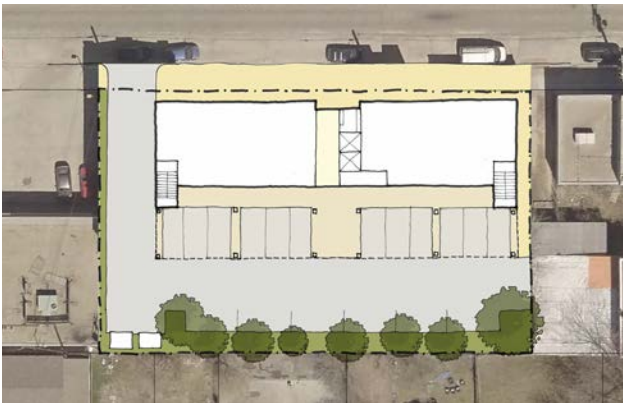
Concept plan five is a common size for Urban Mixed-use Corridors in terms of property width and depth. This site was analyzed as a collection of multiple configurations, since the owner's needs are very specific and not closely related to this study of housing infill. As a result, the site was imagined as though it were able to be

entirely redeveloped to test the capacity of this common lot size and configuration. Often, Urban Mixed-use Corridor sites have a lane along the rear lot line. While this site does not, the study evaluated the difference in developable capacity if this site were to have a lane and in its current condition without a lane.

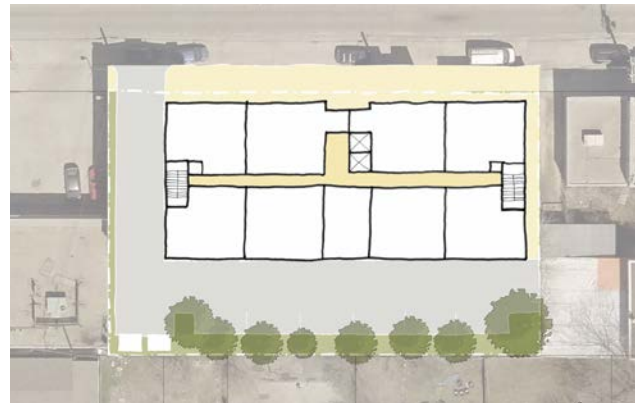
0 10 20 40'



Condition 1: No lane



Plan option 1 - Ground floor

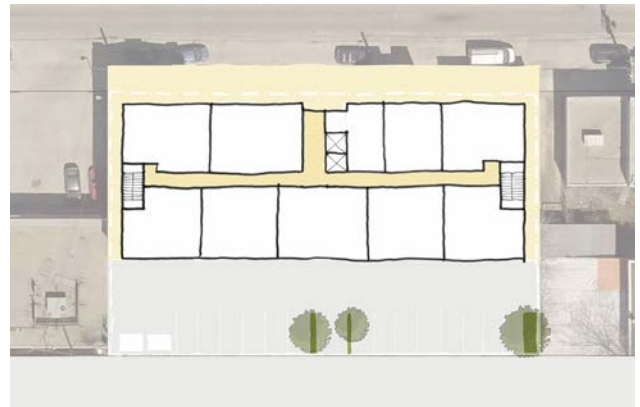


Plan option 1 - Upper floors

Condition 2: With a lane



Plan option 2 - Ground floor



Plan option 2 - Upper floors

The two conditions, with and without a lane, provide insight into the reasonable developable capacity for small Urban Mixed-use Corridor sites.



Condition 1: No Lane

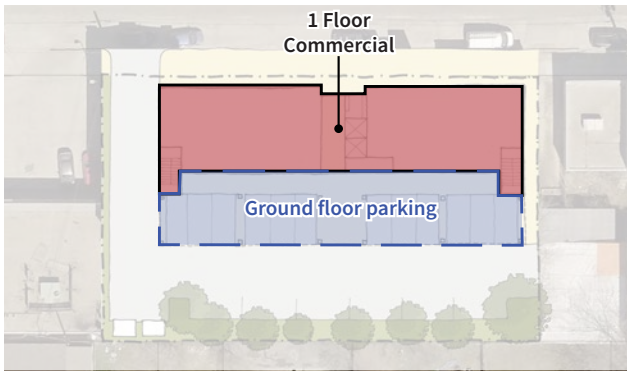
This condition requires vehicle access to parking from the main street which reduces the building width. Due to the shallow lot depth of 100 feet, two head-in parking rows would not allow for a landscape buffer to the neighboring property. Condition 2 does not include a buffer because it is on a lane, but without a lane, landscaping is needed as a transition element. As a result, the amount of parking that can be provided is limited, supporting 4 total floors of building at a 0.8 parking ratio. This height meets a 45-degree angular plain from a 6 foot fence height on the neighboring residential property. The parking limitation and close adjacency to the residential neighbor both restrict potential building height.

Condition 2: With a Lane

When a lane is present, parking can be entirely accessed from the lane, and without the need for a fence and landscape buffer, additional parking is able to be provided. Up against a lane, it is reasonable to have unbuffered parking where it would not be along a shared property line. The 45-degree angular plain, with the alley, would allow the building to be 5 1/2 floors high, with the upper floor reduced by the angular plain. This coincides with the number of units supportable by a 0.8 parking ratio.

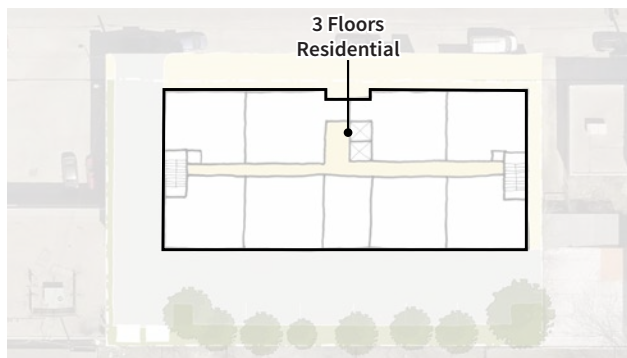
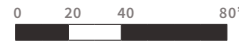
Partly due to this analysis, the 45-degree angular plane calculation for the Malls and Corridors PDO is calculated at 12 feet above grade.

Condition 1: No lane



Plan option 1 - Ground floor

- Residential
- Commercial & Mixed-Use
- Ground Floor Parking



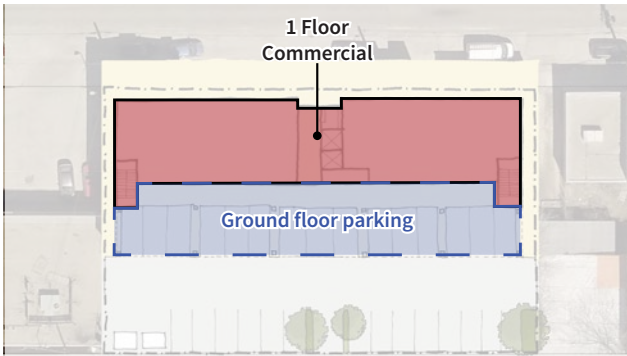
Plan option 1 - Upper floors



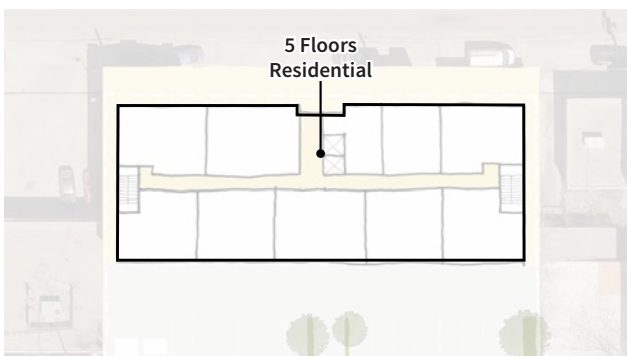
Condition 1: No lane



Condition 2: With a lane



Plan option 2 - Ground floor



Plan Option 2 - Upper Floors

Condition 2: With a lane

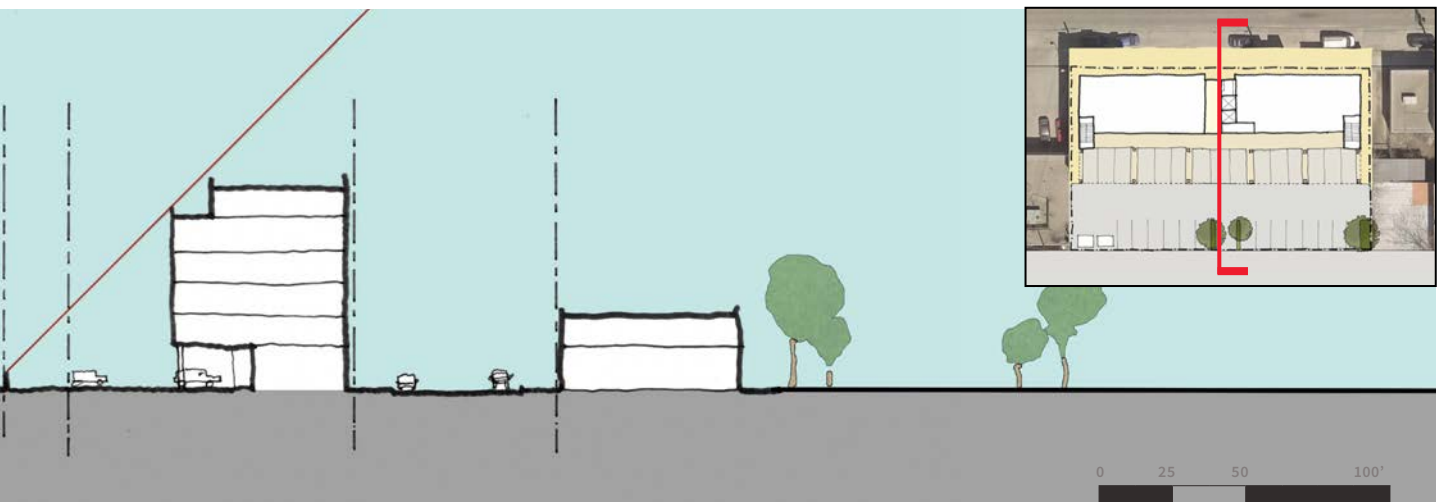
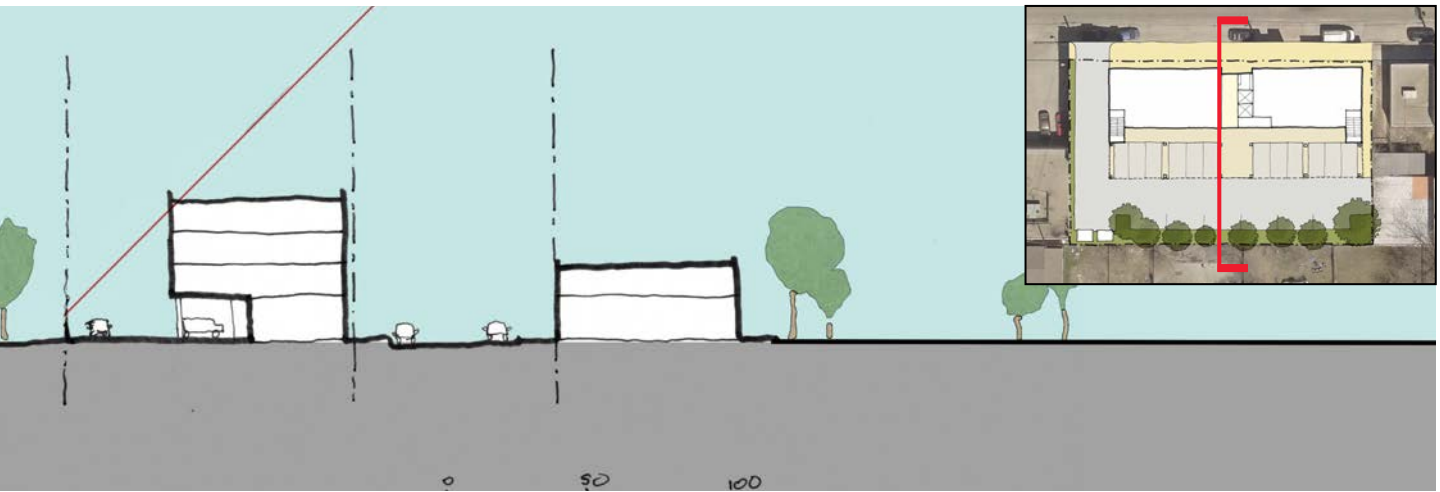


Program Yields	
Acres	0.4 ac
Units	27 du
Non-Residential Area	4,700 sf
Average Unit Size	750 sf
Parking Ratio	0.8

Parking Space Types	
Surface Lot	
Structure	
Underground	
Ground Floor	
On-Street	

Program Yields	
Acres	0.4 ac
Units	40 du
Non-Residential Area	5,200 sf
Average Unit Size	750 sf
Parking Ratio	0.8

Parking Space Types	
Surface Lot	
Structure	
Underground	
Ground Floor	
On-Street	



Concept plan six is an oddly shaped Regional Mixed-use Corridor site between an arterial and a railway. The owners are interested in a phased redevelopment approach that will allow existing tenants to remain on site while adding a significant amount of housing development. While the adjacency to high frequency transit results in no required parking, the owner feels a 0.5 parking ratio is necessary to

effectively market housing units. Because of the transit adjacency and the railway buffering the site from nearby residential properties, tall buildings and intensive development should be supportable. This arterial is very large at this location and often experiences traffic congestion nearby. The owner feels that buildings along the arterial are supportable, provided careful design of the building frontages.

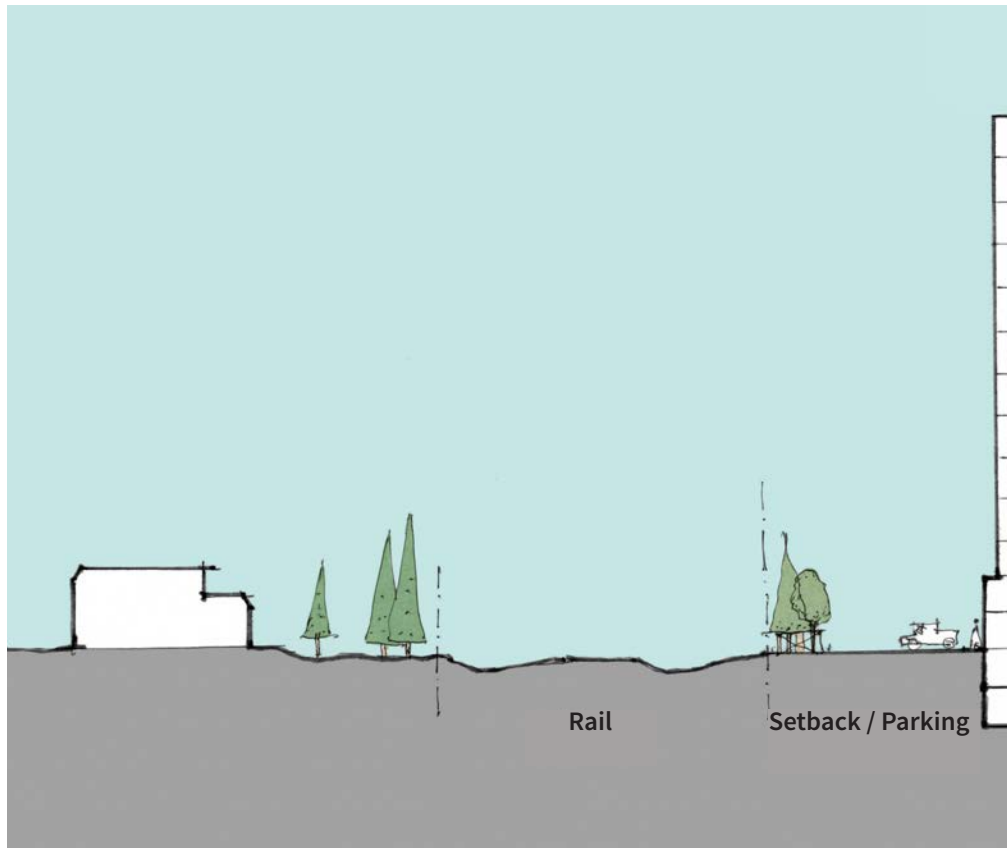




The site design aligns buildings along the arterial with a second layer in the northwest, and a c-shaped building at the south. Overall this forms a flat-iron composition for the site and provides two internal amenity spaces, both atop parking. Ground floor commercial uses are located within two buildings to the northeast portion of the site, including dual-fronted commercial within the northernmost building. The second set of buildings from the north connect at the

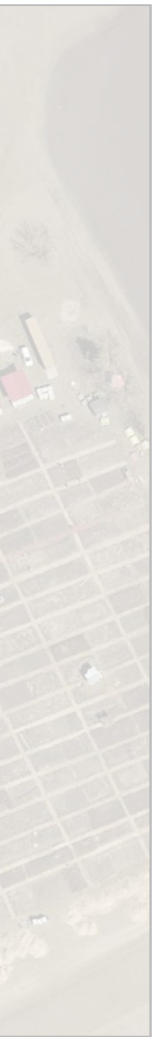
lower level by a parking podium, lined along the arterial with commercial uses and along the inner street to the south. The southernmost, c-shaped building includes underground parking. Its residential ground floor units each have entries from the sidewalk along the arterial and the internal amenity space. Additional surface parking is located along the railway. Details of the ground floor frontage conditions and massing perspectives follow.





graphic scale

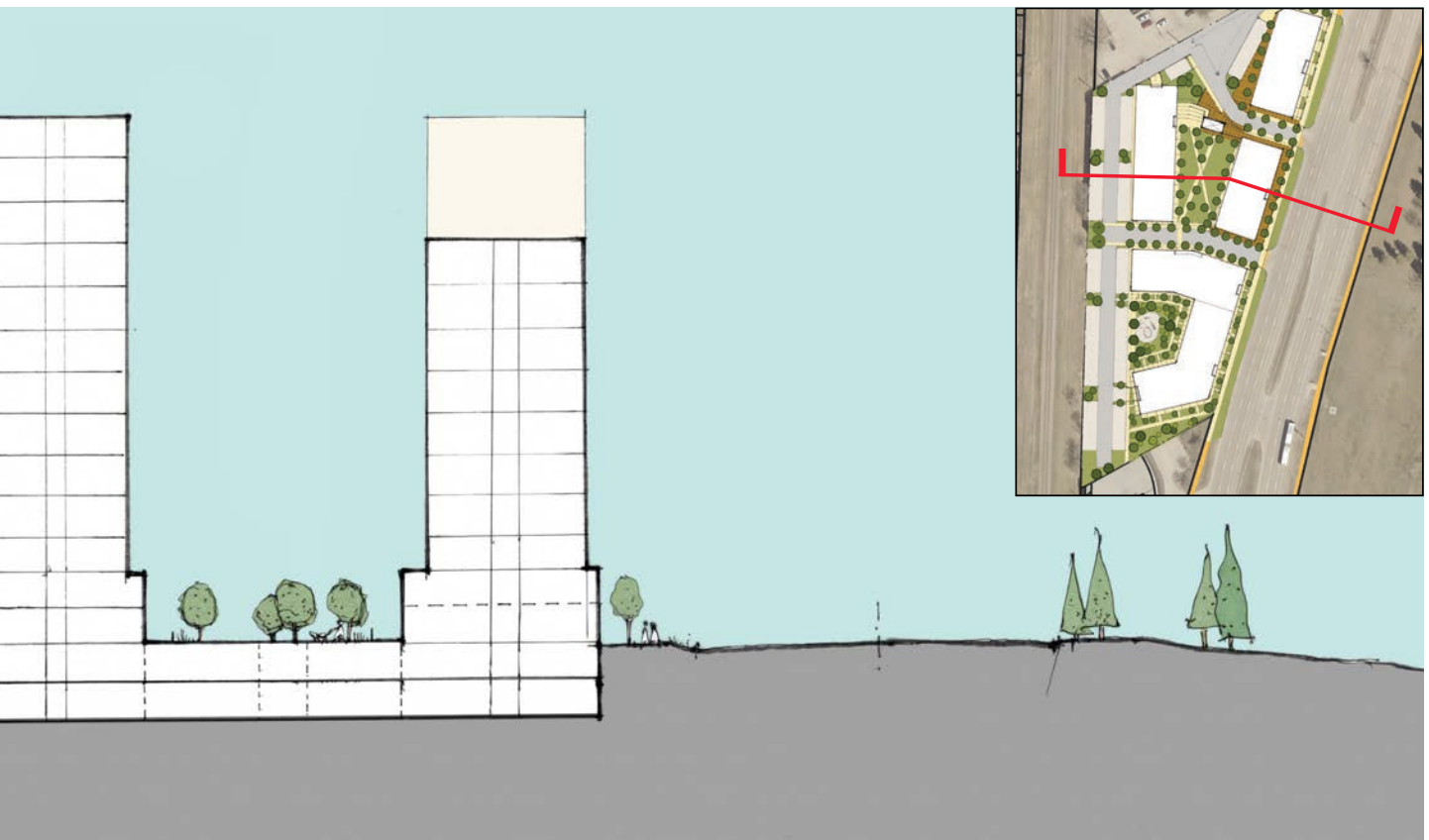


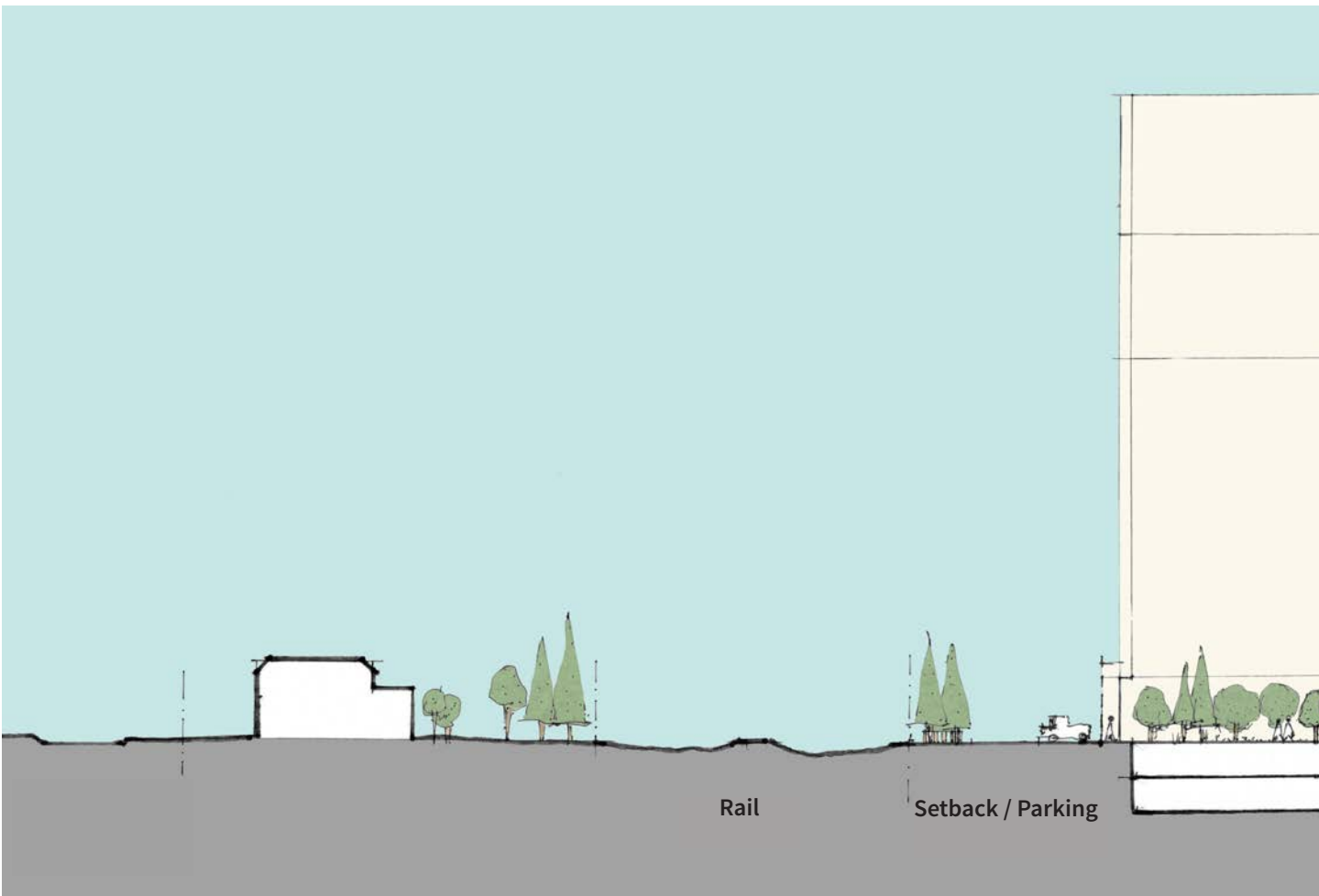


Program Yields	
Acreage	3.3 ac
Units	824 du
Non-Residential Area	16,000 sf
Average Unit Size	800 sf
Parking Ratio	0.5

Parking Space Types	
Surface Lot	
Structure	
Underground	
Ground Floor	
On-Street	

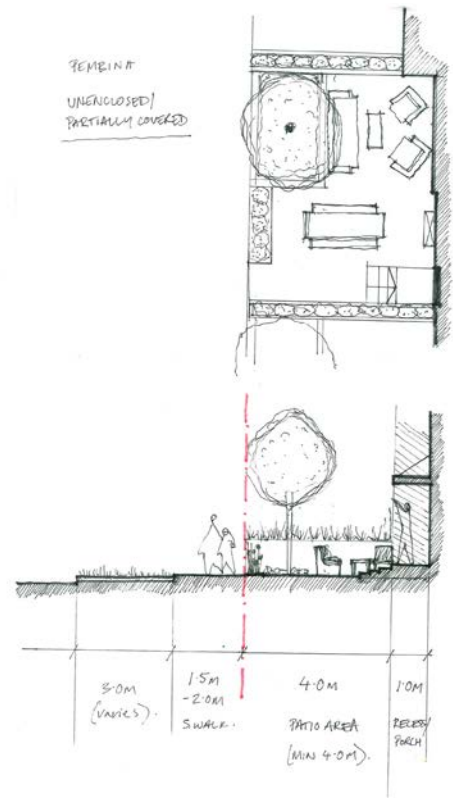
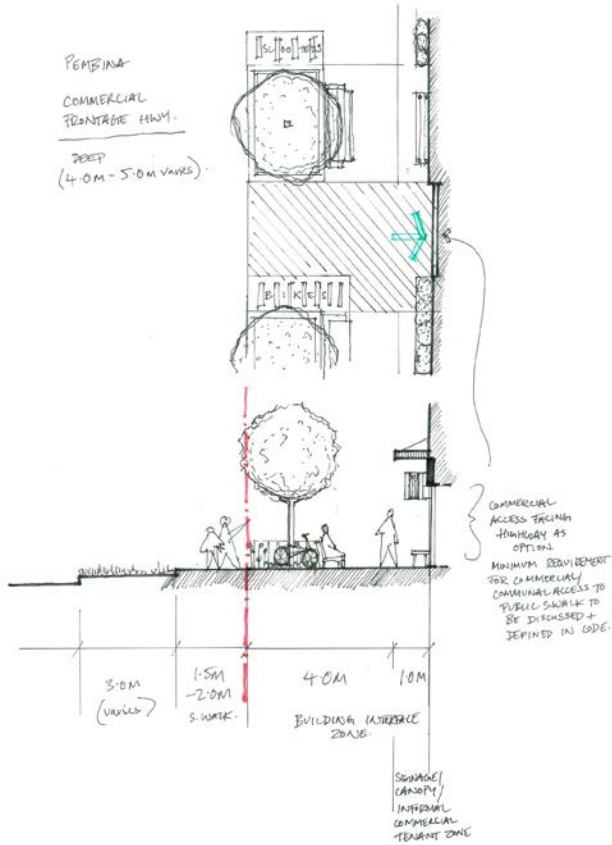
-  Residential
-  Commercial & Mixed-Use
-  Civic





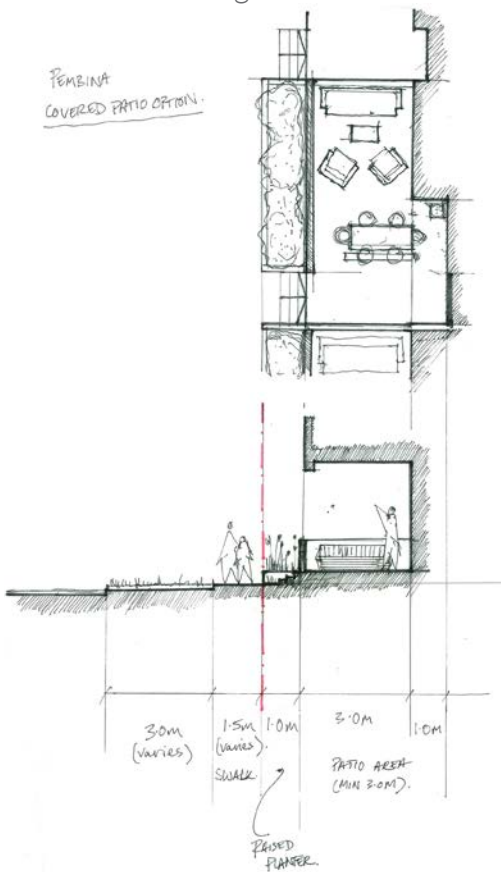
Commercial street section

Residential frontage section





Residential frontage section

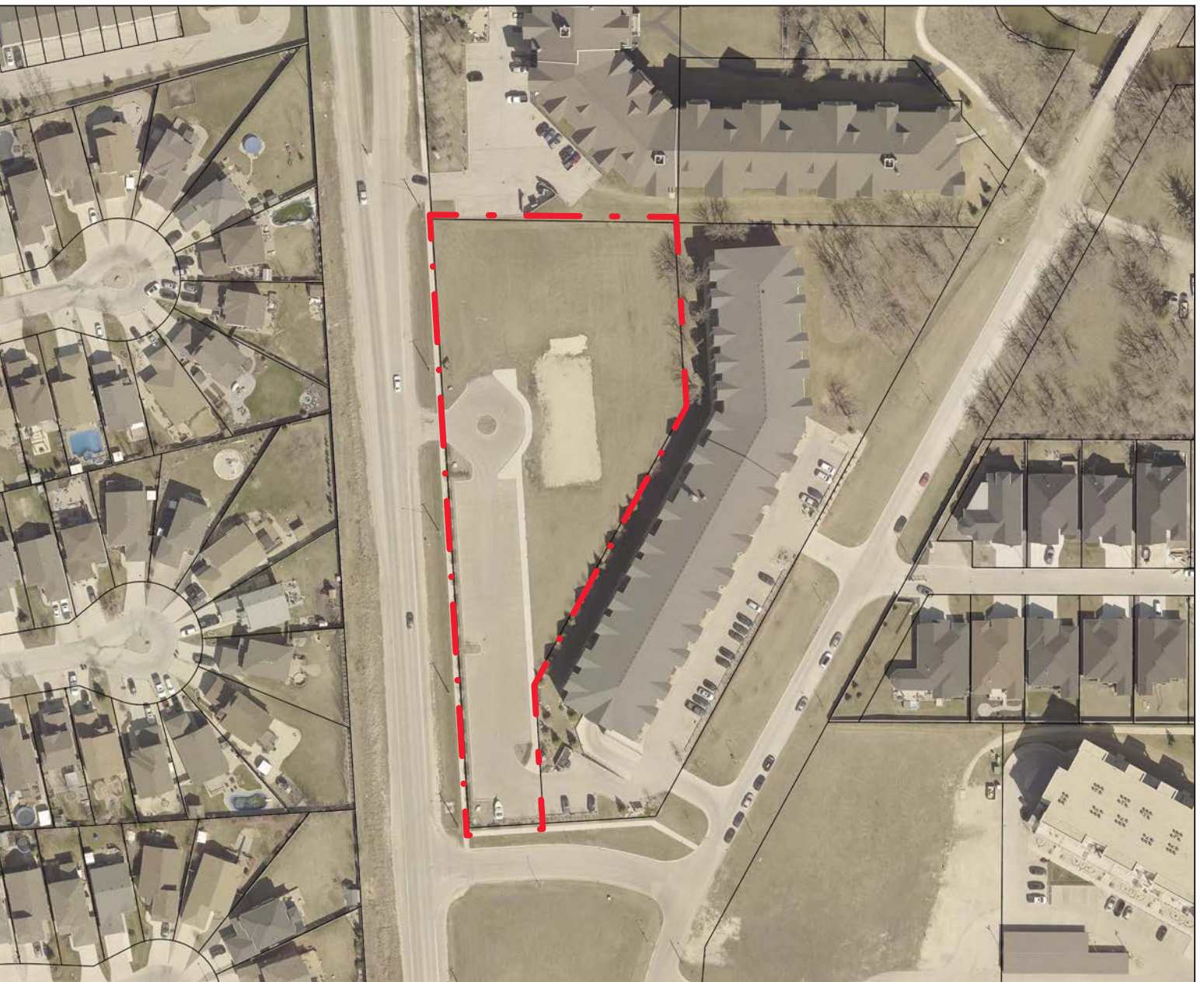


These frontage sections show different conditions along the arterial. The two to the left show conditions where buildings are set back from the arterial, with both commercial and residential ground floor uses. The third shows a condition where the building is close to the arterial with a ground floor residential use. In this condition, a patio space is carved out of the building volume while the other two conditions utilize the setback area for the ground floor use. This study was instrumental in developing the frontage types within the Malls and Corridors Planned Development Overlay, along with bulk standards.



Concept plan seven is another oddly shaped site along an arterial street within a recent community and surrounded by residential uses, both single family and multi-family. This road is narrow along the site's frontage but is anticipated to be widened in the near future. The owner presented an existing scheme that is similar to the plan provided, with a few modifications. One of those modifications is to not require ground

floor retail along the entirety of the road. Across the road is a long sound wall, which does not contribute to a viable retail corridor. The existing scheme also located a commercial parking lot at the lower end of the site due to existing rear setback requirements. This site allowed an analysis of heights, residential adjacencies of different types, setbacks, and commercial requirements and opportunities.



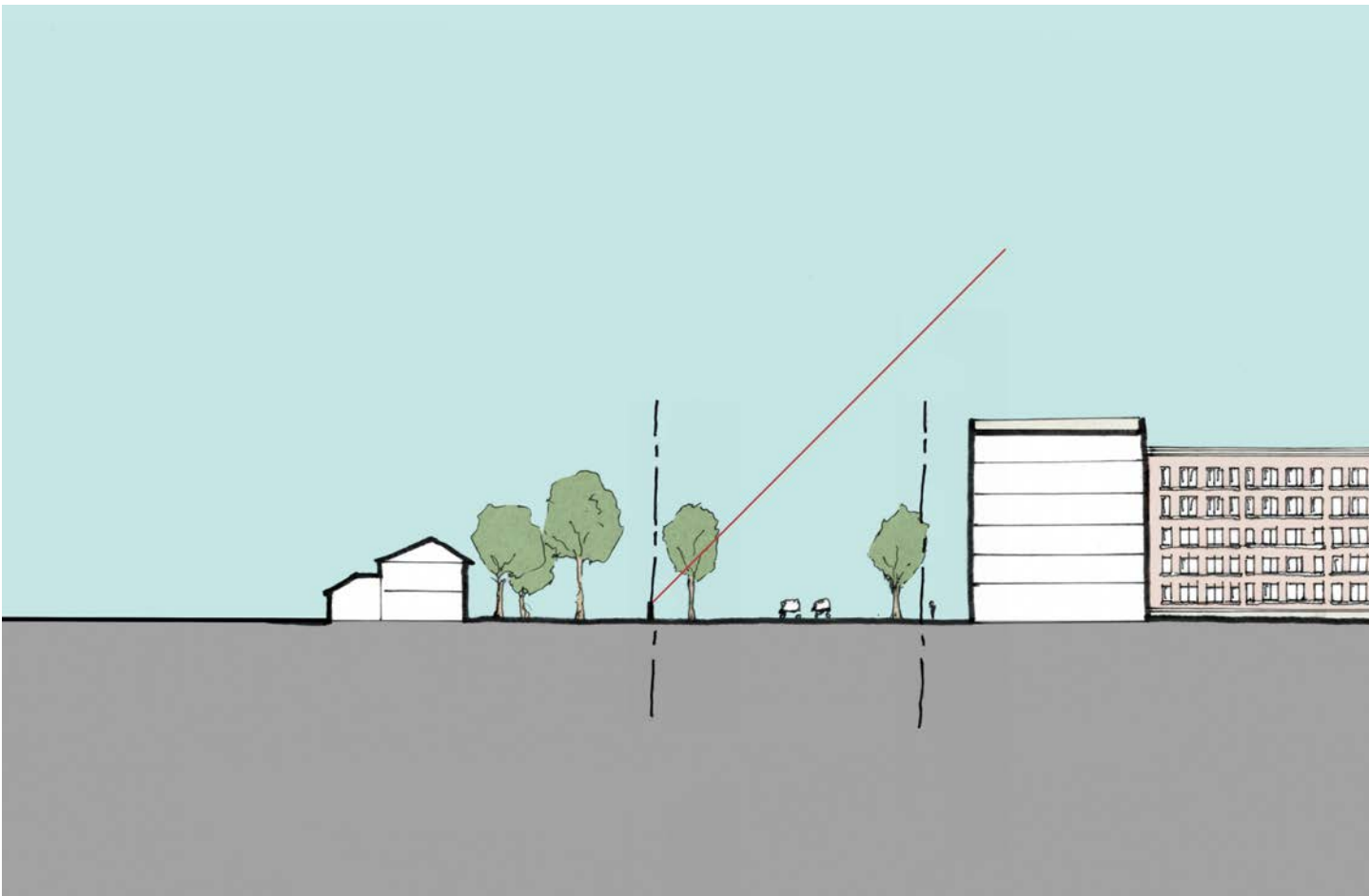
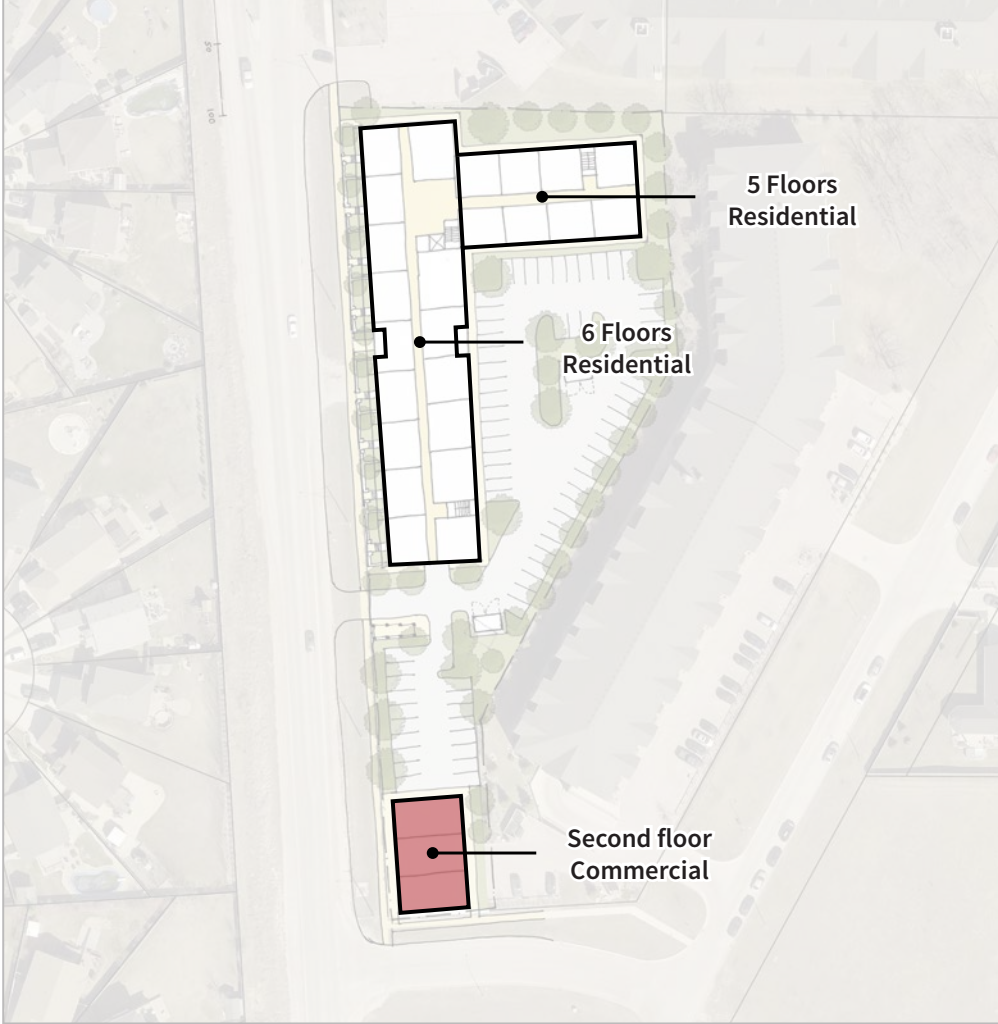


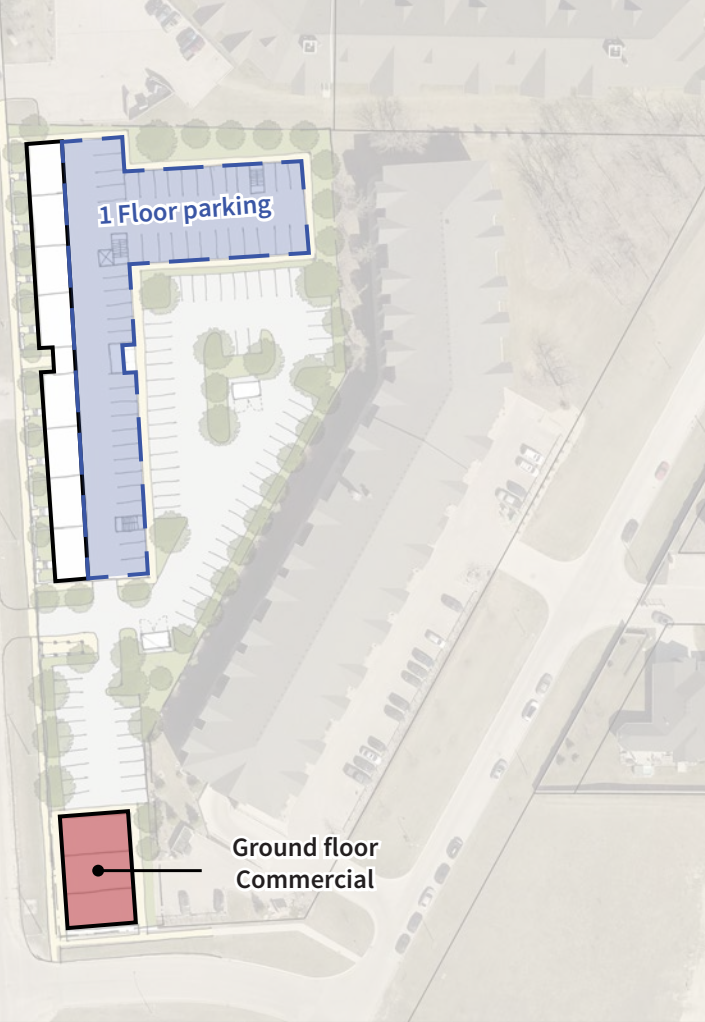
The site design follows the existing scheme closely as it is the most logical way to design this site. A few differences include:

- Ground floor residential uses within the main multi-family building. An additional setback was provided for these units to enable an outdoor terrace for each ground floor unit, with independent entries.
- The free standing commercial building was moved further south to the street corner and parking moved north. This would require a reduction of rear setback, previously 20 feet, which would be excessive in this situation.

- The northeast facing wing was kept at a lower height than the portion along the corridor, and a minimum 20 feet setback provided from the adjacent property lines. Additionally, the building portion along the corridor was increased to 6 floors, which the angular plain analysis on the following page show is easily supportable.







Program Yields	
Acreage	2 ac
Units	120 du
Non-Residential Area	16,000 sf
Average Unit Size	800 sf
Parking Ratio	1.0

Parking Space Types	
Surface Lot	
Structure	
Underground	
Ground Floor	
On-Street	

- Residential
- Commercial & Mixed-Use
- Parking Garage





Concept plan eight is along a collector road within a recent community in a new growth area, as such the aerial photography available here is out of date. Some of the area is developed, and some undeveloped. As a new growth area, this site demonstrates that even corridors within new growth areas are being built in a car-centric fashion. As such, engaging and activating the corridor is a challenge. The owner is considering the site for purely commercial development, so this study provided an opportunity to study the

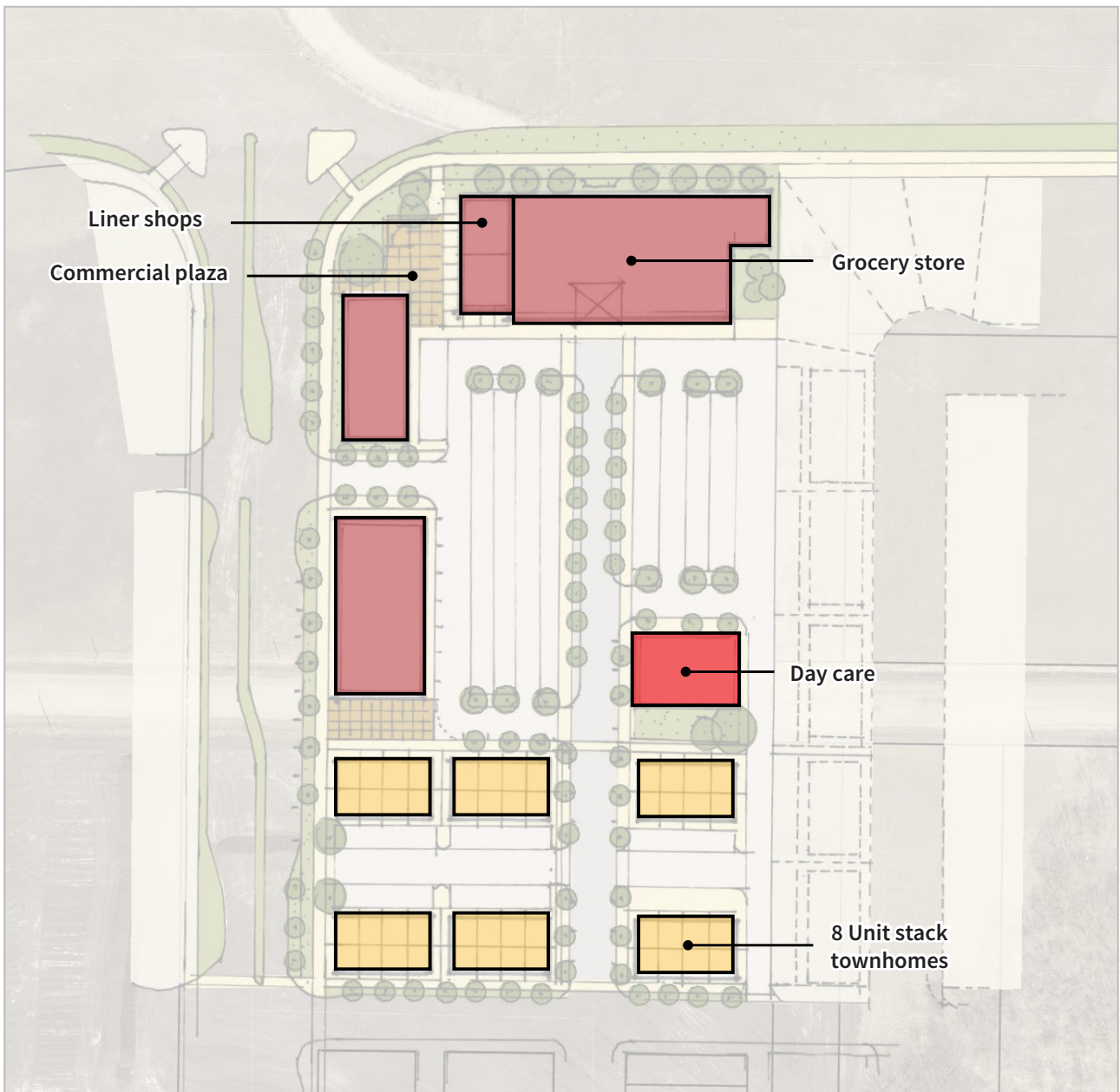
addition of residential to access the as-of-right Malls and Corridors overlay. The conceptual plan for this site helped to determine the minimum residential density that should be required in order to achieve housing growth goals. While this plan shows approximately 8 dwelling units per acre, it would need to increase density to 14 dwelling units per acre to qualify for the Malls and Corridors overlay. This could be achieved by building four storey instead of two storey.



The site design allocates the top portion of the site to commercial uses and bottom to residential. The commercial uses include a grocery store along on the North road, two commercial buildings along the West road, and a third commercial use interior to the site. The grocery store faces its entry to the left, onto a small plaza, which allows it to front onto the North road, West road, and provide access from the parking lot. Details of the long facade without entries along the North road require consideration in the by-law. The buildings along the West road would

require access from commercial spaces to the West road, and optionally to the parking lot. The residential uses are 8-unit stacked townhomes, facing onto the South Gate to the bottom and an internal pedestrian way to the top. A portion of that pedestrian way allows car access and faces into a parking lot, which requires screening in the by-law. The density of this site design at 8 units to the acre was a key consideration that was deemed to be too low to enable use of the as-of-right overlay.



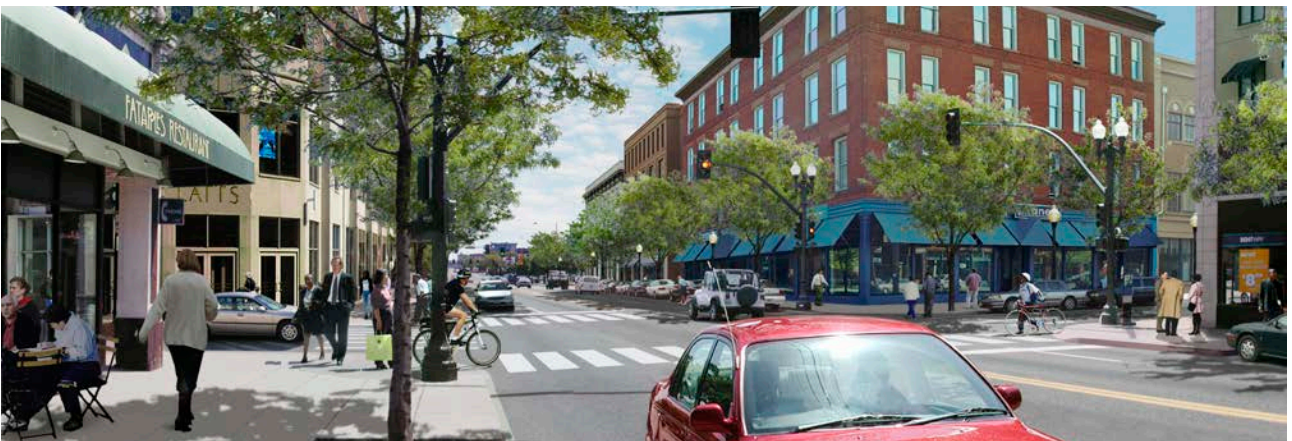
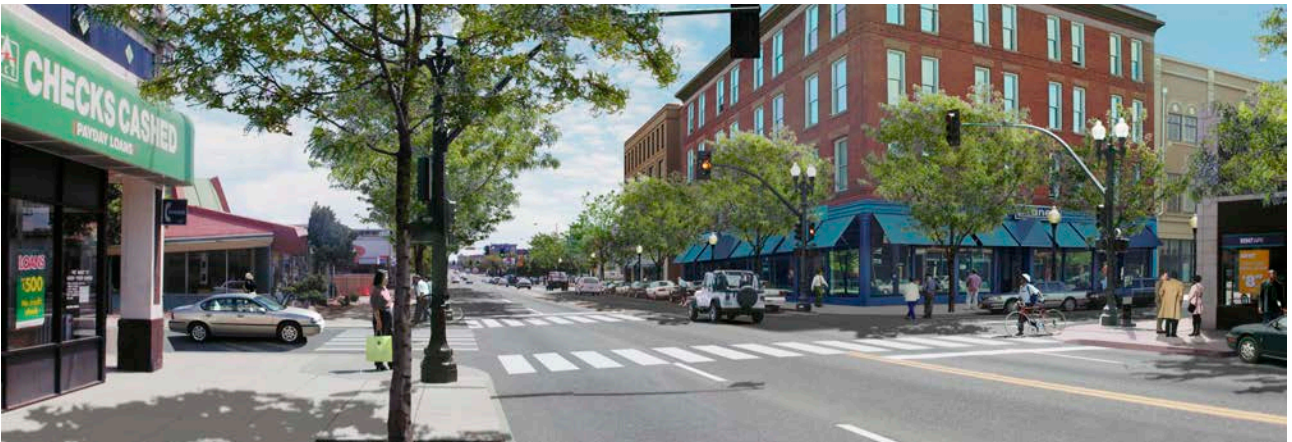
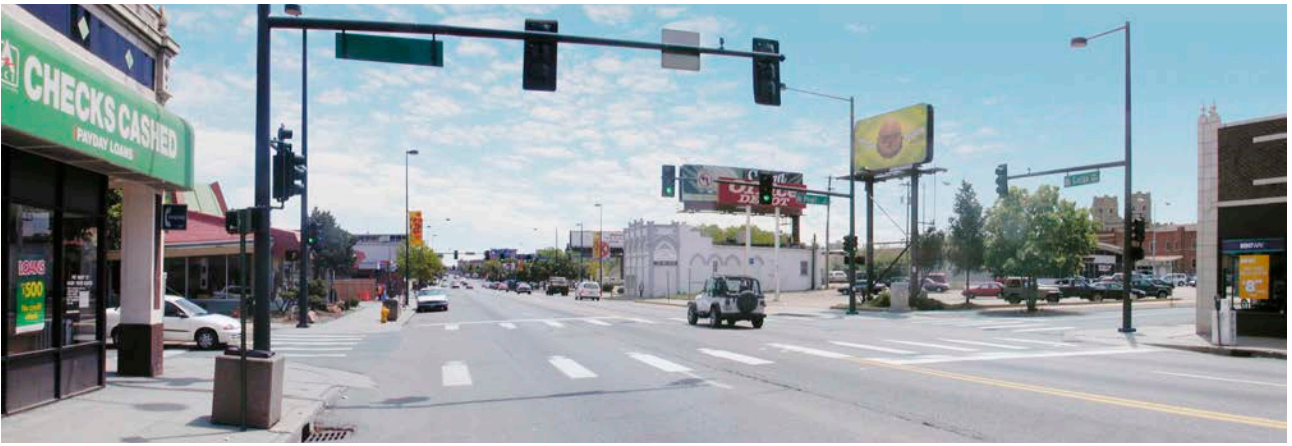


Program Yields	
Acreage	5.9 ac
Units	48 du
Non-Residential Area	46,000 sf
Average Unit Size	880 sf
Parking Ratio	1.0

Parking Space Types	
Surface Lot	
Structure	
Underground	
Ground Floor	
On-Street	

- Commercial & Mixed-Use
- Civic
- Townhomes

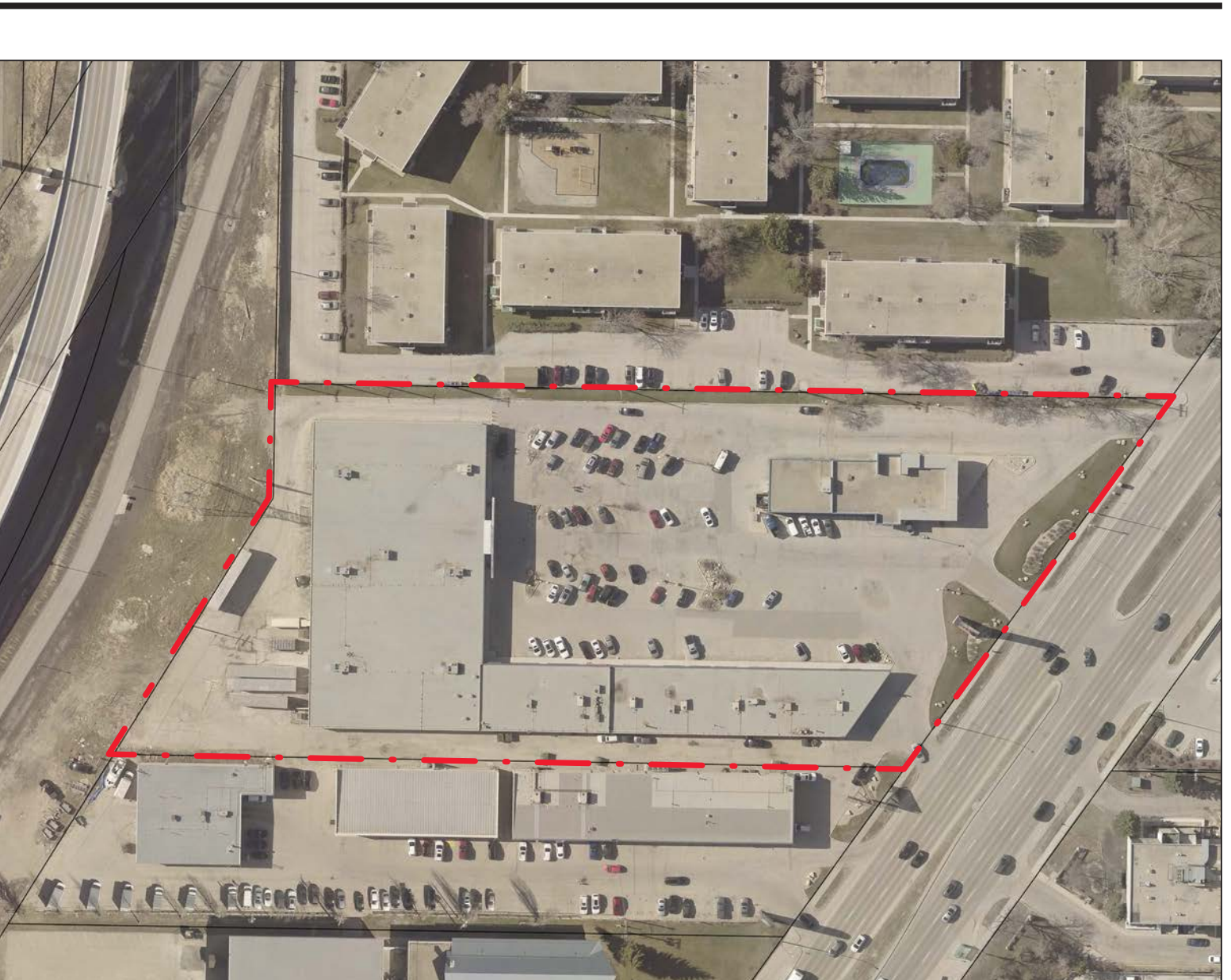




Complete Communities 2.0

Concept plan nine is a large Regional Mixed-use Corridor site, but below the scale that requires a framework plan, as would be required for mall sites. The site is between an arterial and the bus rapid transit line (BRT), and associated active transportation path. The owner also controls the site to the north, allowing for some shared circulation that might otherwise be difficult for redevelopment adjacent to existing development not subject to cross-access requirements. The site needs to address the arterial, the BRT corridor (which is much different from a railway corridor) and will need internal circulation. This

site could be considered a through-site, able to provide connectivity between the arterial and the active transportation way along the BRT. A through-connection such as this could require certain design elements of the on-site circulation that connects the two, such as a minimum-width walkway and trees, or to be designed like the framework streets of a mall site. Notice the site below, which is quite narrow. This site would not easily accommodate a through-connection. The width of the site is a key consideration in this instance.

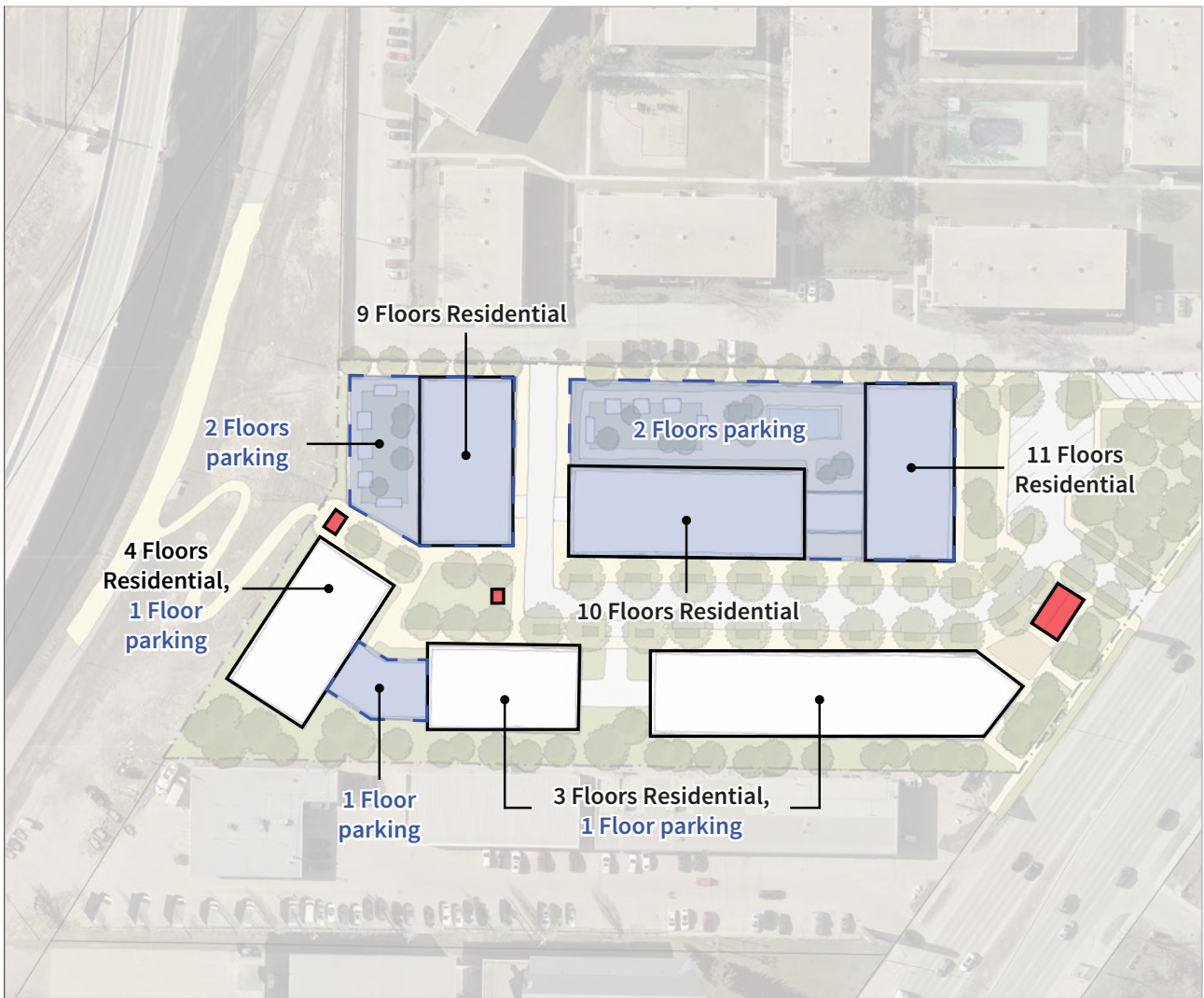




Because the owner wants to keep residential uses back from the arterial, the site design uses the neighboring property's driveway and one of the existing driveway cuts along the arterial to create a Privately Owned Public Space (POPS) that is shown as a micro forest. Guest parking is provided as angled parking along the POPS and parallel along the internal circulation. To connect the arterial with the active transportation way along the BRT, the internal circulation is designed like a framework street, with parallel parking, street trees, and wide sidewalks potentially including active transportation paths at sidewalk level. Buildings along the southern edge of the

site have ground floor parking which supports three floors of residential above. The buildings at the center of the site are atop a podium of two parking floors to support 10 and 11 floors of housing. And an additional building is located at the upper left of the drawing with two floors of podium parking to support nine floors of housing. This concept plan assisted with the development of design constraints for the taller buildings near property lines to include allowances for near proximity for the short edge of a bar building but a further setback for the long edge. In this case that adjacency is accommodated by the location of the amenity deck.





Program Yields	
Acreage	4.2 ac
Units	390 du
Non-Residential Area	0 sf
Average Unit Size	750 sf
Parking Ratio	1.0

Parking Space Types	
Surface Lot	
Structure	
Underground	
Ground Floor	
On-Street	

- Residential
- Commercial & Mixed-Use
- Parking Garage

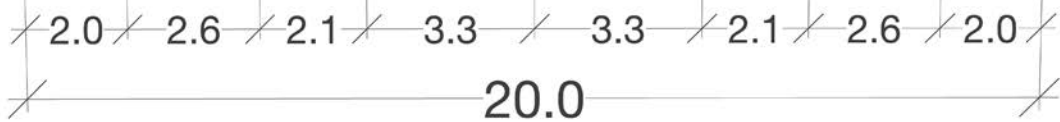




Complete Communities 2.0

Additional Studies

Commercial Condition

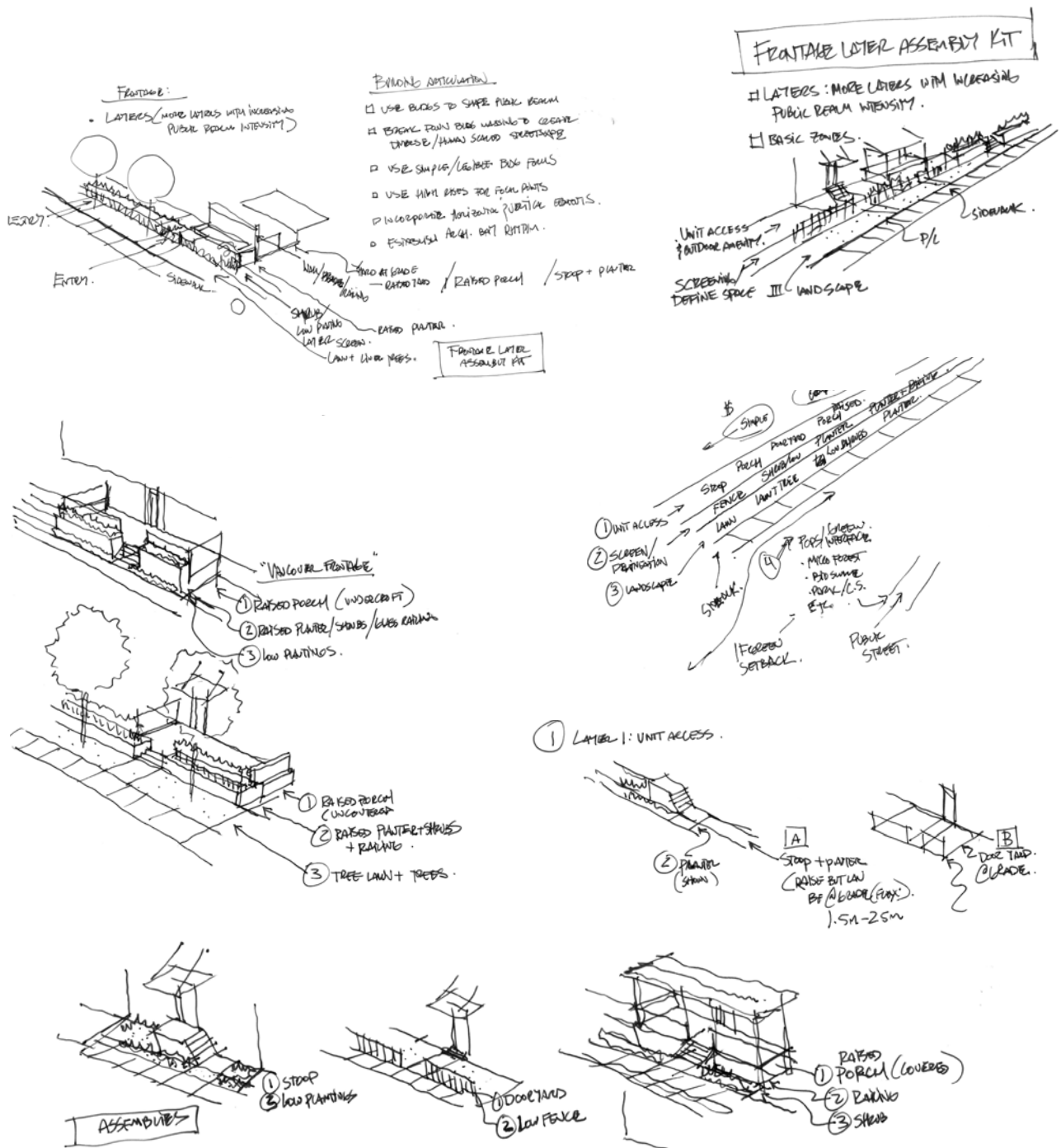


Residential Condition



These street sections illustrate concepts for framework streets, which are the internal streets for sites over ten acres, and may be applicable in other conditions. These create narrow, walkable streets that can operate at low speeds. Sufficient root area for trees must be provided. The long planter condition illustrated, with pervious cobbles between, provides sufficient root space while being compatible with both commercial

uses and higher-density residential uses. The sidewalk may justify additional width, which may be expanded in custom street designs. Additional commercial width may be accommodated by the depth and treatment of minimum setbacks. In residential conditions that setback area could be handled with raised planters. Framework street standards are an important part of the by-law.



The Approvals Process

The new zoning rules will accommodate new development without a public hearing to allow for quicker residential development in specific areas. This is known as, 'as-of-right' zoning. As-of-right zoning does not mean a landowner

can develop whatever they want. The City of Winnipeg will continue to regulate development through a specific process that ensures the new rules are followed. The diagram on the following page illustrates this process.

1. Preliminary technical meeting with the public service (optional)

The applicant and their design team can sit down with members of the public service to review the site, the high-level development concept and any operational constraints.

2. Submit a request for a Development Permit

By email to ppd-zoningapplications@winnipeg.ca or through Permit Online at https://legacy.winnipeg.ca/PPD/permits/permits_online.stm or in person at Unit 31-30 Fort Street.

3. Permit intake

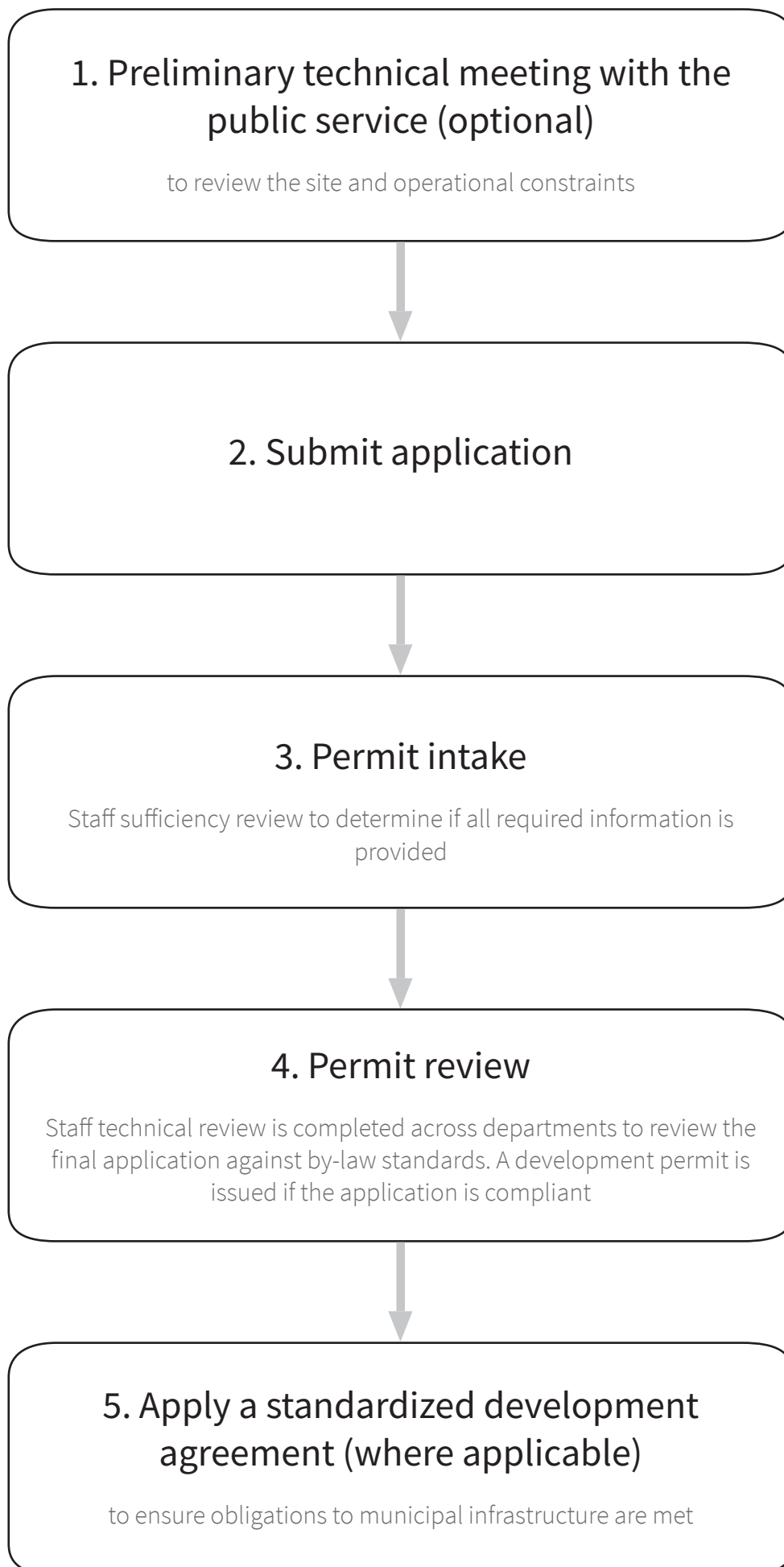
Is completed across departments to review the final application against by-law standards. The applicant will receive a written brief summarizing the results of the technical review which may include a request for additional information or clarification of the application or development proposal.

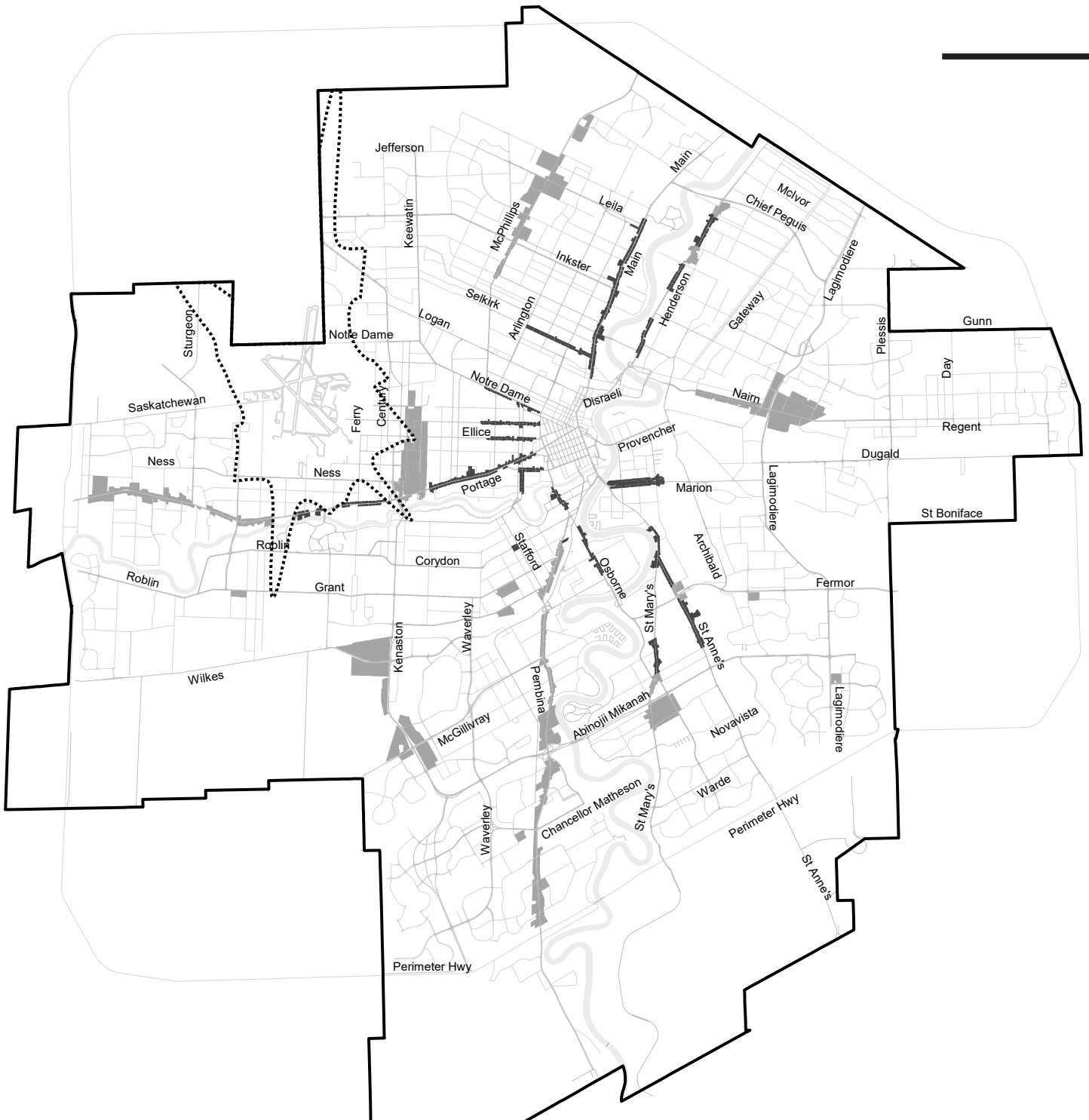
4. Permit review




Final application review to determine if all required information is provided. A development permit will then be issued if the application is compliant.

5. Apply a standardized development agreement (where applicable)

Where required, based on the technical review process, a standardized development agreement will be drafted for the applicant to ensure obligations to municipal infrastructure are met.





Legend	
	AVPA Area 1
	Regional Mixed Use Corridors, Regional Mixed Use Centres, and sites larger than 10 ac
	Urban Mixed Use Corridors

PDO Map & Description

This description of the PDO Area is approximate and for illustrative purposes only and is not regulatory. For the regulatory by-law, see <https://legacy.winnipeg.ca/ppd/zoning/Bylaws.stm>.

The Malls and Corridors PDO-1 includes all properties located within designated Regional Mixed Use Centre boundaries, as well as other properties fronting or flanking onto designated Urban or Regional Mixed Use Corridors, both as defined in *OurWinnipeg 2045* and *Complete*

Communities 2.0. It also includes properties zoned C3 Commercial Corridor district and C4 Commercial Regional district that are greater than 10 acres in area, as per the Winnipeg Zoning By-law no. 200/2006.



Regional Mixed Use Centres include Polo Park Area, Unicity Area, McPhillips & Leila, Regent & Lagimodiere, St Vital Centre, Kenaston & McGillivray, and Kenaston & Sterling Lyon.

Larger excerpts of the map on the previous page are found on the pages following the map description.

Regional Mixed Use Centre boundaries are defined as:

Polo Park Area

From the Portage Ave overpass above Route 90, the western boundary follows Route 90 north to Ness Ave, Ness Ave east to Madison St, Madison St north approximately 100 metres to a lane immediately south of 309 Madison St which, after jogging approximately 45 meters to the east, follows the west property line of commercial properties fronting the west side of St James St north to Ellice Ave, Ellice Ave west to King Edward St, King Edward St north to Sargent Ave, Sargent Ave east to the west property line of commercial properties fronting the west side of St James St, which then follows north to Wellington Ave, Wellington Ave east to St James St, St James St north to the northern terminus of 1315 St James St, which is approximately 150 meters south of Saskatchewan Ave.

The northern boundary is the northern boundary of 1315 St James St. (approximately 150 meters south of Saskatchewan Ave).

From the northeast corner of 1315 St James St, the eastern boundary follows the east property line of properties fronting the east side of St James St south to Wellington Ave, Wellington Ave east to Empress St, Empress St south to Sargent Ave, Sargent Ave east to the CPKC rail line, CPKC rail line south to Portage Ave.

The southern boundary is Portage Ave west to Route 90.

Unicity Area

From a point on Buchanan Blvd approximately 145 metres south of Portage Ave, the western boundary follows Buchanan Blvd north to Portage Ave, Portage Ave east to Knox St, Knox St to Fairlane Ave.

The northern boundary is Fairlane Ave from Knox St west to David St.

From the intersection of Fairlane Ave and David St, the east boundary follows David St south to Portage Ave, Portage Ave east to Bedson St, and Bedson St south to a point approximately 235 meters south of Portage Ave.

The southern boundary follows the southern property lines of commercial properties fronting the south side of Portage Ave west to Buchanan Blvd.

McPhillips & Leila

From the intersection of Stardust Ave and Watson St, the western boundary follows Watson St north to Leila Ave, Leila Ave west approximately 100 meters to the western property line of the Seven Oaks Hospital, north to Templeton Ave, Templeton Ave east to McPhillips St, McPhillips St north to Swailes Ave.

From this point, the northern boundary is northern property line of 2535 McPhillips St, located at the southeast corner of McPhillips St and Swailes Ave.

From the northeast corner of 2535 McPhillips, the eastern boundary follows the eastern boundary of commercial properties fronting the east side of McPhillips St to the northern property line of the larger commercial properties at the northeast corner of McPhillips St and Leila Ave, from this point east to Garden Park Dr, Garden Park Dr south along the east property line of Garden City mall to Kingsbury Ave, Kingsbury Ave west to McPhillips St, McPhillips St south to Stardust Ave.

Stardust Ave. between McPhillips St. and Watson St forms the southern boundary.

Regent & Lagimodiere

From a point approximately 225 meters south of Nairn Ave and 125 meters west of Panet Rd, the western boundary follows the western property line of 1150 Nairn Ave north to Nairn Ave, Nairn Ave east to Panet Rd, Panet Rd north to Munroe Ave.

From the intersection of Munroe Ave and Panet Rd, the northern boundary follows the northern boundary of 775 Panet Rd east to Lagimodiere Blvd, Lagimodiere Blvd south to Reenders Dr, Reenders Dr east to Peguis St, Peguis St north to the northern boundary of 95 Peguis, the north and east boundaries of 95 Peguis, from this point east to the CEMR line.

From this point along the CEMR line behind the Club Regent Casino, the south and east boundary follows the CEMR line southwest to Lagimodiere Blvd, Lagimodiere Blvd north to a point approximately 200 meters south of Regent Ave W, from this point west to a point approximately 225 meters south of Nairn Ave and 125 meters west of Panet Rd.

St Vital Centre

From the intersection of Woodlawn Ave and St Mary's Rd, the western boundary follows St Mary's Rd north to Abinoji Mikanah.

From the intersection of St Mary's Rd and Abinoji Mikanah, the northern boundary follows Abinoji Mikanah east to a point approximately 100 meters east of Dakota St.

From this point, the eastern boundary follows the eastern property line of the commercial properties fronting the east side of Dakota St south to Meadowood Dr, Meadowood Dr west to Dakota St, Dakota St south to a point 80m south of Meadowood Dr.

From this point, the southern boundary follows the southern property line of the commercial properties fronting the south side of Meadowood west to St Mary's Rd.

Kenaston & McGillivray

From a point approximately 160 meters west of the intersection of McGillivray Blvd and Dunkley St, the western boundary follows the CPKC rail line northeast to a point 215 meters northeast of Kenaston Blvd.

From the point, the northern boundary follows the southern boundary of single-family dwellings fronting onto the south side of Lindemere Dr to Princewood Rd.

From this point, the eastern boundary follows the eastern property line of commercial properties fronting the east side of Kenaston Blvd to the northern property line of 99 Scurfield Blvd, from this point west to the eastern property line of the private road aligning within Henlow Bay, from this point south to Scurfield Blvd.

From this intersection of Henlow Bay and Scurfield Blvd, the southern boundary follows Scurfield Blvd west to Kenaston Blvd, Kenaston Blvd north to a point approximately 140 meters south of McGillivray Blvd, from this point west to Columbia Dr, Columbia Dr north to McGillivray Blvd, McGillivray Blvd west to a point approximately 160 meters west of the intersection of McGillivray Blvd and Dunkley St.

Kenaston & Sterling Lyon

From a point approximately 500m south of Sterling Lyon Pkwy, the western boundary follows the western property line of the Seasons of Tuxedo commercial development north to Sterling Lyon Pkwy, from this point west to the CN main line.

From this point, the northern boundary follows the CN main line to Kenaston Blvd.

From the intersection of Kenaston Blvd and the CN mainline, the eastern boundary follows Kenaston Blvd south to a point approximately 375 meters south of Kenaston Blvd.

From this point, the southern boundary follows the southern property line of the Seasons of Tuxedo commercial development to its western boundary.

Designated Urban and Regional Mixed Use Corridors are mapped as lines following centres of right-of-way.

Urban Mixed Use Corridors are as follows:

Portage Ave, from Spence St to the east to Strathcona St to the west, and then Queen St to the east to Conway St to the west;

Ellice Ave, from Spence St to the east to Banning St to the west;

Sargent Ave, from Balmoral St to the east to Ingersoll St to the west;

Notre Dame Ave, from Hargrave St to the east to Lipton St to the west;

Selkirk Ave, from Main St to the east to Arlington St to the west;

Main St, from the CPR overpass to the south to Armstrong Ave to the north;

Henderson Hwy, from Dearborn Ave to the south to Ottawa Ave to the north, Bronx Ave to the south to Leighton Ave to the north, and McLeod Ave to the south to Springfield Rd to the north;

Regent Ave West and Regent Ave East, from Winona St to the west to Kanata St to the east;

Provencher Blvd, from Tache Ave to the west to Langevin St to the east;

Marion St, from St Mary's Rd to the west to Youville St to the east;

Goulet St, from Marion St to the west to Youville St to the east;

St Mary's Rd, from Carriere Ave to the north to

Mager Dr to the south, and then Frederick Ave to the north to Worthington Ave to the south;

St Anne's Rd, from St Mary's Rd to the north to Regal Ave to the south, and then Niakwa Rd to the north to Worthington Ave to the south;

Osborne St, from the Assiniboine River to the north to Rosedale Ave to the south;

Pembina Hwy, from McMillan Ave to the north to Garwood Ave to the south, and then to the northern extent of 3311 Pembina Hwy just north of Grandmont Blvd to the north to Des Trappistes St to the south;

Corydon Ave, from Harrow St to the west to Pembina Hwy to the east;

Broadway, from Maryland St to the west to Colony St to the east; and

Sherbrook St, from Broadway to the north to Cornish Ave to the south.

Regional Mixed Use Corridors are as follows:

Portage Ave, from Strathcona St to the east to Queen St to the west, and then Conway St to the east to Knox St to the west;

McPhillips St, from College Ave to the south to Leila Ave to the north;

Henderson Hwy, from Leighton Ave to the south to McLeod Ave to the north, and then Springfield Rd to the south to Chief Peguis Trail to the north;

Nairn Ave and Regent Ave West, from Grey St to the west to Peguis St to the east;

St Anne's Rd, from Regal Ave to the north to Niakwa Ave to the south;

St Mary's Rd, from Worthington Ave to the north to Riverbend Ave to the south;

Pembina Hwy, from Garwood Ave to the north to the northern extent of 3311 Pembina Hwy just north of Grandmont Blvd to the south.

C3 or C4 zoned properties greater than 10 acres included in the PDO and not otherwise captured in the descriptions above include:

A 14-acre commercial property at the southeast corner of Grant Ave and Haney St, currently occupied by Safeway and other commercial tenants in a strip mall format;

11-acre and 26-acre commercial properties at the northeast and southeast corners of McPhillips St and North Point Blvd, currently vacant;

A 13-acre commercial property at the southeast corner of Fermor Ave and Lakewood Blvd. It is currently occupied by Wal-Mart and is part of a larger commercial centre;

A 14-acre commercial property at the northwest corner of Sage Creek Blvd and Burning Glass Rd. It is partially vacant, but otherwise occupied by smaller commercial tenants in a mixed use format;

A 12-acre commercial property at the southeast corner of Bison Dr and Barnes St, currently occupied by Superstore;

An 18-acre commercial property on the south side of Taylor Ave at Nathaniel St, currently occupied by Sobeys and other commercial tenants in pad sites; and

A 31-acre commercial property at the southeast corner of Grant Ave and Nathaniel St, currently occupied by Grant Park Shopping Centre.

Notwithstanding the above-noted descriptions, properties that met any of the following criteria were excluded:

Any site to which the Downtown Winnipeg Zoning By-law No. 100/2004 applies;

Any site located within Area 1 of the PDO-1 Airport Vicinity;

Any site to which the following PDOs apply:

PDO-1 Boulevard Provencher;

PDO-1 Corydon Osborne;

PDO-1 Downtown Transcona;

PDO-1 St. Norbert;

PDO-1 West Alexander & Centennial;

PDO-2 North Campus;

PDO-2 Taylor Redevelopment Area; or

PDO-2 Westport Festival;

Any site with a manufacturing, educational and institutional, or parks zoning designation or use;

Any site designated as Employment Lands in Complete Communities 2.0;

Any site greater than 10 acres in area within a "C3" or "C4" zoning district where the principal use is not retail, including utility corridors; or

Cemeteries.

Perimeter 101 Hwy

Legend



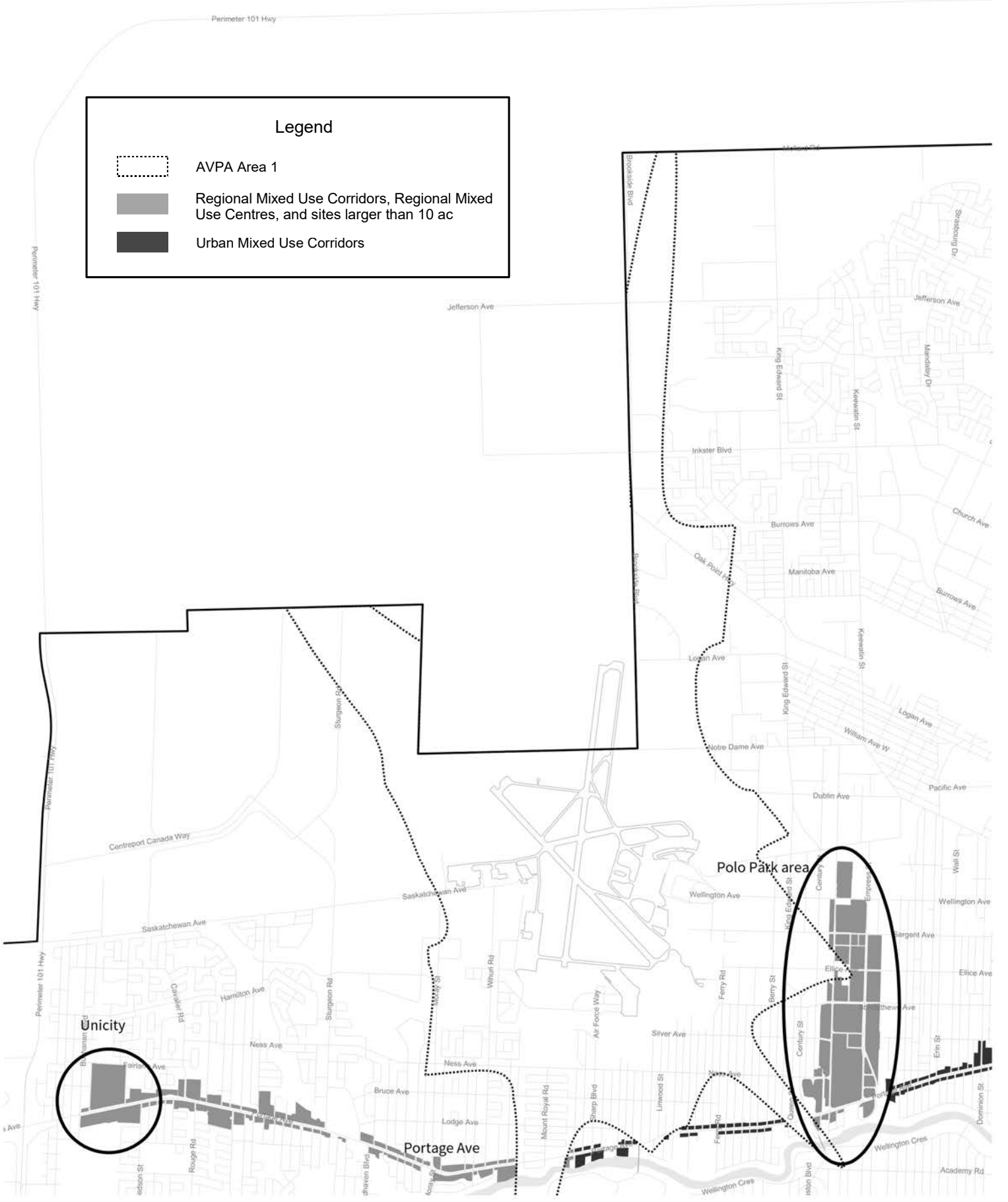
AVPA Area 1



Regional Mixed Use Corridors, Regional Mixed Use Centres, and sites larger than 10 ac



Urban Mixed Use Corridors







Legend



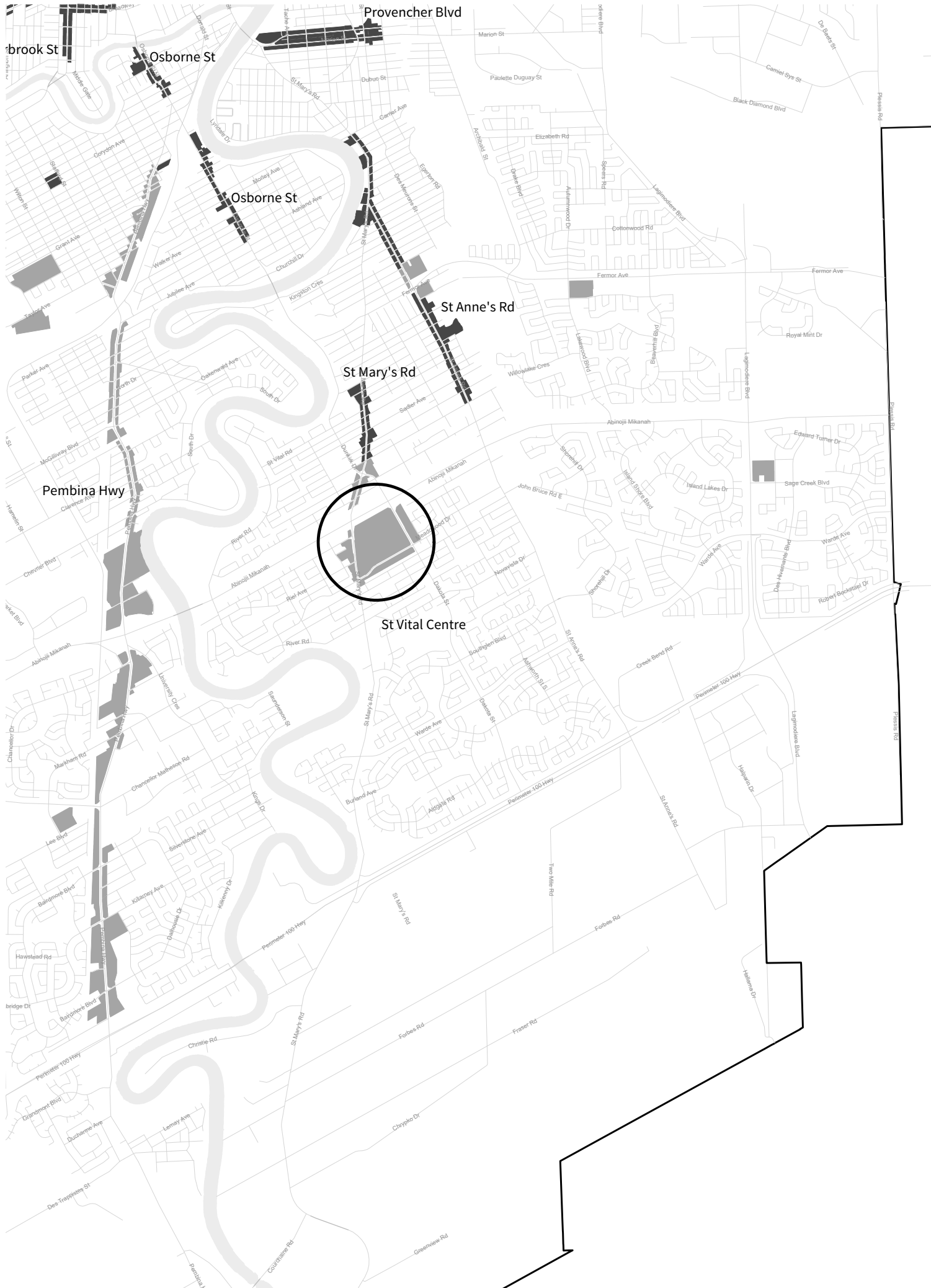
AVPA Area 1



Regional Mixed Use Corridors, Regional Mixed Use Centres, and sites larger than 10 ac



Urban Mixed Use Corridors



brook St

Osborne St

Provencher Blvd

Osborne St

St Anne's Rd

St Mary's Rd

Pembina Hwy

St Vital Centre

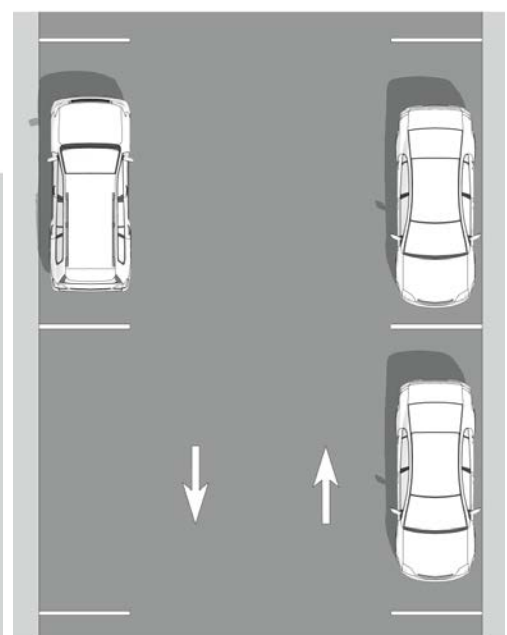
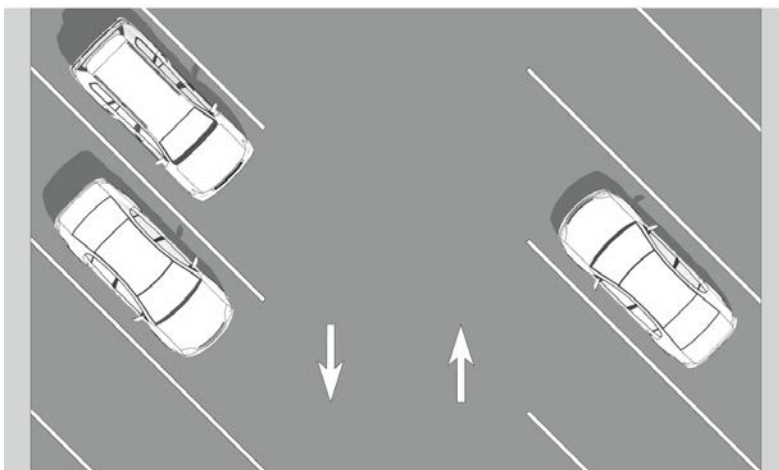


Review Checklist

This checklist is designed to provide a clear, concise, and practical guide for Zoning Development Officers, landowners, and developers engaged in projects within Winnipeg’s prioritized malls and corridors. This outlines key zoning requirements, standards, and review steps to ensure development aligns with the City’s vision for vibrant, mixed-use, and pedestrian-friendly spaces. By streamlining the application process and promoting transparency, the checklist serves as a shared resource to facilitate compliance, encourage collaboration, and support sustainable growth in these dynamic areas. However, the full Malls & Corridors PDO should be understood and applied. This excerpt from the Winnipeg Zoning By-law is for reference only. For full by-law, see <https://legacy.winnipeg.ca/ppd/zoning/Bylaws.stm>.

Topic	Standard	Yes	No	N/A or Comment
Eligibility	Are both the 8(1) Framework Effective Area (if applicable) and the 3(1) Site Plan at least 14 dwelling units per acre?			
	3(2) Is the site within boundaries of the PDO Map? See https://ppdportal.winnipeg.ca/Permits/PropertyPermitSearch/DevelopmentPolicySearch.jsp			
Submission Requirements	6(1)(a) Is a traffic impact study required? (If plan is 300 or more dwelling units.)			
	6(1)(b) Is a Development Viability Assessment required? (If the site abuts or is across a public lane from a rail line or yard.)			
	6(2) Does the application require a Framework Plan? (If site is greater than 10 acres.)			
	6(6) If the Framework Plan is required, is it complete (shows all proposed buildings, outdoor uses and spaces; Framework Streets; stormwater management facilities; amenity and civic spaces)?			
Posting Requirements	7(1-2) Do proposed posting signs contain the required information at the minimum sign size (4’x8’ if site is >10 acres or 2’x3’ for ≤10 acres)?			

Topic	Standard	Yes	No	N/A or Comment
Pedestrian Accessibility	9 Do pedestrian routes comply with City of Winnipeg Accessibility Design Standards https://www.winnipeg.ca/media/3338?			
Affordable Housing	10(1) Is the affordable housing target met? (If more than 300 dwellings are proposed, at least 10% must be affordable.)			
Uses	11 Are the proposed uses allowed here? (From the uses allowed in the underlying zoning plus the PDO section 11 .)			
Active Interior Space	12(1) Is active interior space required? (If it abuts an Urban Mixed Use Corridor and is C2 zoning).			
	12(2) If active interior space is required, is it big enough? (70% of ground floor façade at 20' deep along frontage.)			
Parking	13 Is there enough parking & loading? (Minimum of 0.5 off-street parking spaces per dwelling unit unless in the Mature Communities portion of Portage and Pembina then no minimum; 1 car share vehicle replaces 12 spaces per 13(6-8) .)			
Bicycle Parking	14 Is there enough bike parking? (1 lockable bike parking space per 2 dwelling units.)			



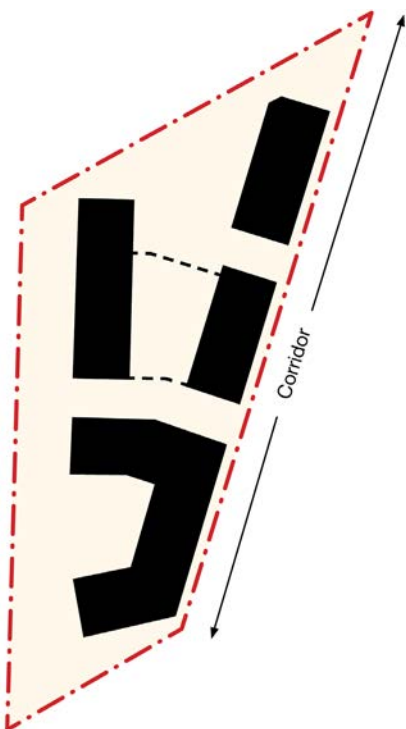
Topic	Standard	Yes	No	N/A or Comment
Amenity and Civic Space	15 (1-6) Is there enough amenity and civic space (At least 2% of site area if does not abut an Urban Mixed Use Corridor, at ground level or on an open-air deck at least 20 feet wide. At least 4% of site area if it is 2 acres or larger and does not abut an Urban Mixed Use Corridor. At least 8% of site area if site is larger than 10 acres.)? Or a commitment to pay 125% Cash in Lieu of required civic space?			
	16 Are civic spaces of an adequate size & design?			



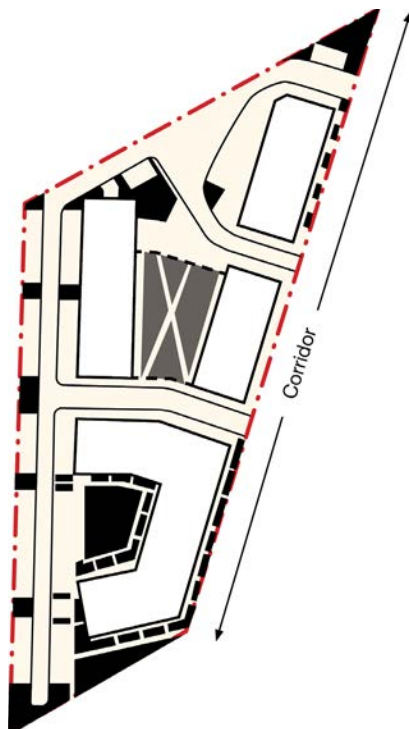


Long Planter

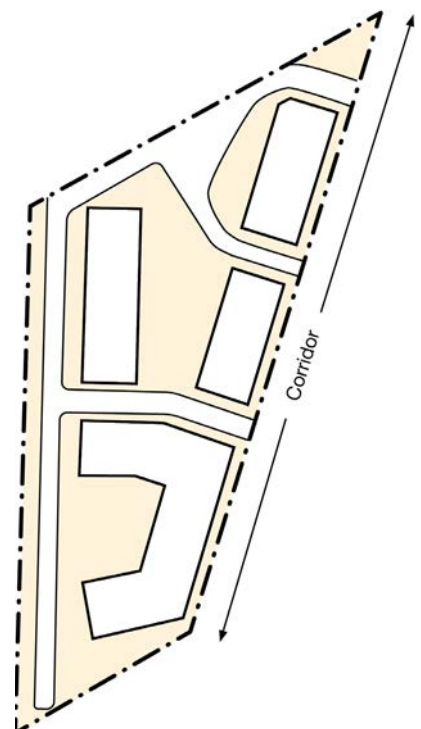
Topic	Standard	Yes	No	N/A or Comment
Landscaping and Planting	17 (1-5) Is there enough landscaping? (50% or more of amenity space covered by tree canopy; or 80% for Micro Forests.)			
	18 (1-3) Are plantings diversified with adequate soil volumes?			
Site Coverage	19(1) Are buildings less than or equal to site coverage maximums? (80% for any site abutting Urban Mixed Use Corridor; 70% any others.)			
	19(2) Is there enough pervious surface? (At least 5% for any site abutting an Urban Mixed Use Corridor; at least 10% for any others.)			



Building footprint = site coverage
Site area



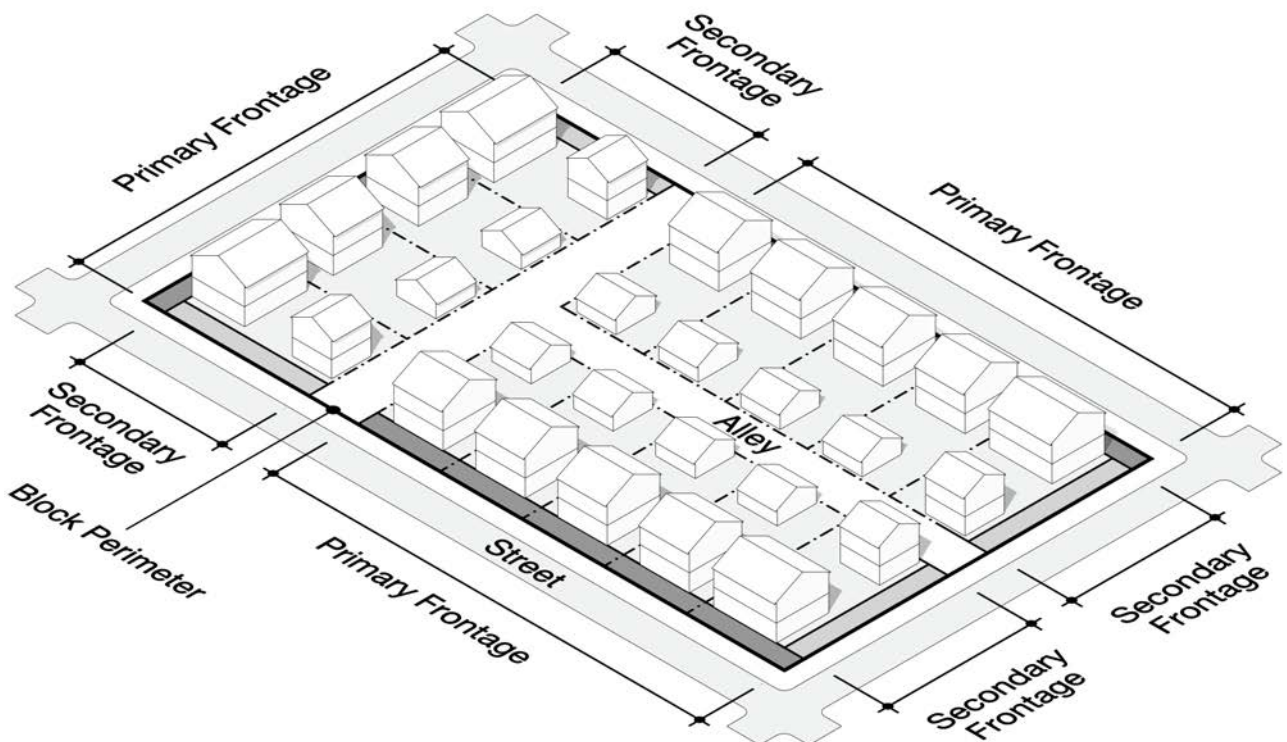
Pervious surfaces may include soil and green stormwater infrastructure including pervious pavement.



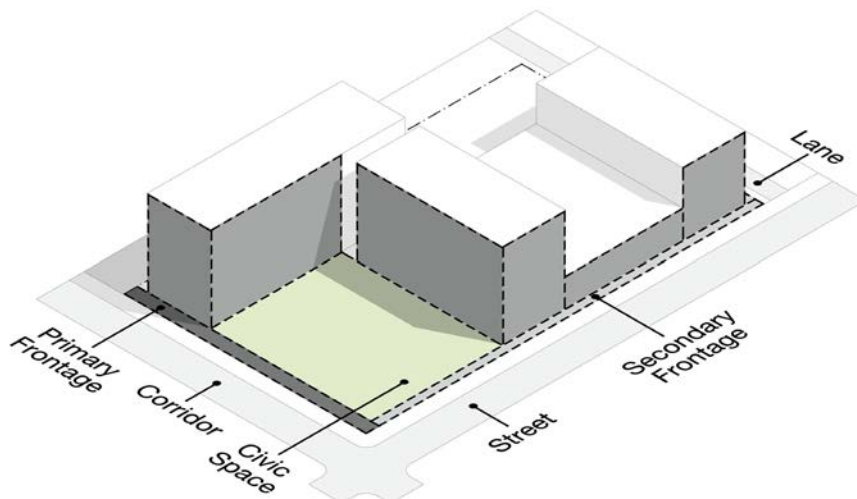


Standard Planter

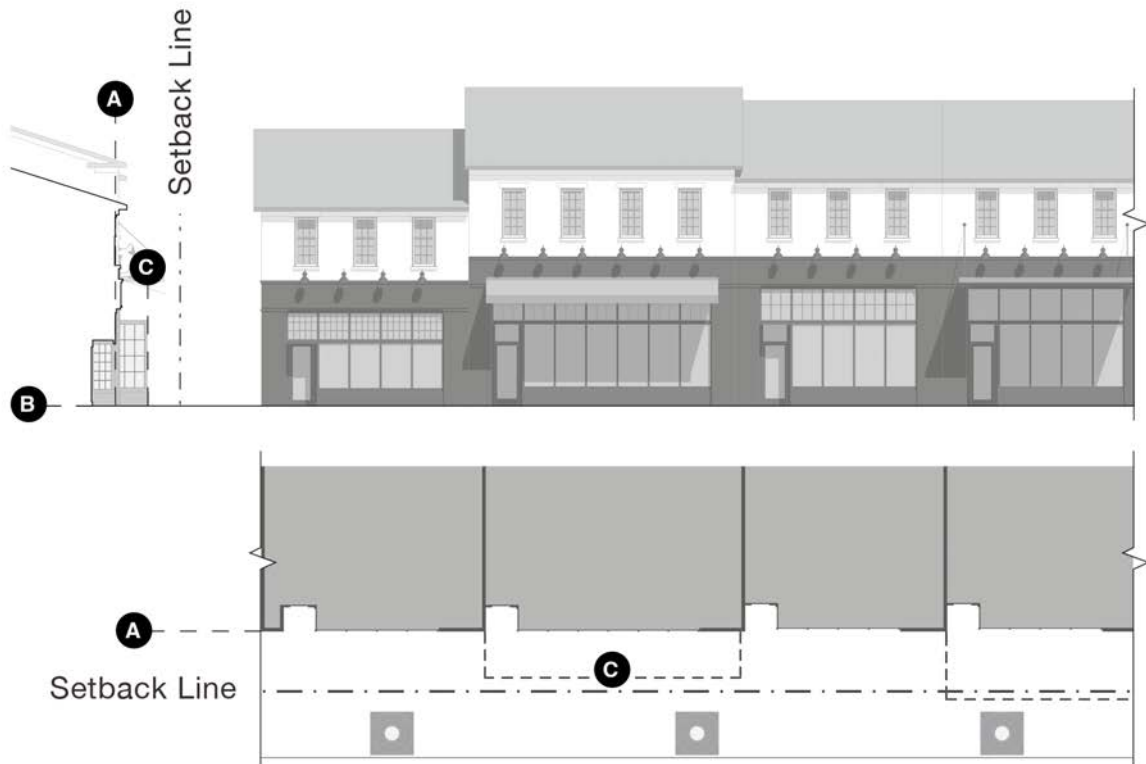
Topic	Standard	Yes	No	N/A or Comment
Frontage	20(2) If the site abuts a single framework street, is the site's primary frontage along that street?			
	20(3) If the site abuts an Urban Mixed Use Corridor and one or more other streets, is the site's primary frontage is along the Urban Mixed Use Corridor and the site's secondary frontages are along the other streets?			
	20(5) If the site abuts a Regional Mixed Use Corridor or more than one A streets, is the site's primary frontage along an A street?			



Topic	Standard	Yes	No	N/A or Comment
Frontage Occupations	21(1) Do building setbacks from the site's frontages comply with Table 1 and Table 2?			
	21(2) Do buildings occupy 80% of build-to areas along primary frontages and 40% of build-to areas along secondary frontages?			
	21(3) Do buildings have active interior spaces located on the ground floor along frontages, pedestrian routes; and active transportation routes?			
	21(4) Do buildings have a forecourt along frontages? (The forecourt must have building facades with ground floor active interior spaces along 3 sides; the forecourt must be no longer than 80 feet in any direction; and any driveways within the forecourt are no wider than 22 feet and are not used for parking.)			
	21(5) Are buildings properly located behind civic space relative to the frontage? (They can be where: civic space is provided along the frontage; the building is located along the edge of the civic space and meets the percentages specified along primary and secondary frontages; and no parking is located between the building and the abutting lot line except where located along a driveway designed to the standards of a Framework Street that separates the civic space from the building.)			
	21(6) If a building does not meet the percentages specified in 21(2) , is it oriented such that its longest dimension is along the Primary Frontage?			



Topic	Standard	Yes	No	N/A or Comment
Frontage Design	22(1)(a) Do building facades along frontages have a minimum glazing of 25%? This is calculated separately for each building storey including muntins and frames.			
	22(1)(b) Is the maximum distance 20 feet between glazed openings or doors along frontages?			
	22(2) Are all primary building entries and ground floor tenant space entries located along Frontages? (Where there are multiple frontage conditions, multiple entries may be required.)			
	22(3) If there is no Framework Plan, is access from the street limited?			
	Does the site, building, and landscape design for each segment of the building (even if the ground floor use or building setback changes along a frontage) comply with Tables 1 and 2 ?			





Sidewalk Extension

A sidewalk extension frontage is a frontage condition where the building is located close to the sidewalk and the space between the sidewalk and the building is paved to resemble a continuation of the sidewalk within the frontage setback area.

Topic	Standard	Yes	No	N/A or Comment
Sidewalk Extension Frontage Design (At least 1 of the following 10 frontage types must be selected. If this one is not chosen, skip this section.)	23(2-3) Is frontage paved and landscaped as required? (Setback area paved a contrasting colour from the sidewalk except for permitted landscaping. Landscaping \leq 40% of frontage and in raised planters or containers \geq 18" tall. Where the setback is \geq 8', 1 tree for every 500 SF of setback area.)			
	23(4)(a) Do the ground floor facades have \geq 50% glazing between 3' and 8' above grade?			
	23(4)(b) Does each front ground floor tenant have at least one entry from the frontage?			
	23(5) If awnings, canopies and display windows exist, do they project into the sidewalk extension frontage a maximum of the lot line and are \geq 6' deep with a \geq 8' clearance?			
	23(6) If outdoor dining/drinking areas or outside display and sales are proposed within the sidewalk extension frontage, do they refrain from encroaching on the sidewalk?			



Public Frontage

A public frontage is a frontage condition where the building is set back a short distance from the sidewalk and has ground floor uses that require frequent pedestrian access which are accommodated by wide walkways on the private property buffered from the sidewalk by trees, benches and other street-related furnishings.

Topic	Standard	Yes	No	N/A or Comment
Public Frontage Design (At least 1 of the 10 frontage types must be selected. If this one is not chosen, skip this section.)	24(1)(a) Has a planting and furnishing area at least 8 feet deep been provided adjacent to the sidewalk?			
	24(1)(b) Is there a walkway at least 5 feet wide along and abutting the building?			
	24(2) Is the pavement within a public frontage of a contrasting colour from the sidewalk?			
	24(3) Is the public frontage landscaped? (At least one tree for every 40 linear feet of frontage; Framework Streets' planting and furnishing area have open or covered tree vault, soil cell or long planter as specified in subsection 57(2) ; and landscaping other than that within an open or covered tree vault, soil cell, or long planter must not exceed 20% of the frontage area and must be in raised containers.)			



Fenced Terrace

A fenced terrace frontage has the building set back from the street with ground floor uses that use and delineate the frontage setback area as a private outdoor patio

Topic	Standard	Yes	No	N/A or Comment
Fenced Terrace Frontage Design (At least 1 of the 10 frontage types must be selected. If this one is not chosen, skip this section.)	25(1) If a fenced terrace frontage planned, is it separated from the sidewalk by a wall, fence or hedge?			
	25(2) Is pavement of a contrasting colour from the sidewalk?			
	25(3) Is it landscaped with at least one tree for every 40 linear feet of frontage?			
	25(4) Are ground floor uses directly accessible from an entry through the wall, fence or hedge with at least one entry for each main floor tenant?			
	25(5)(a) Are awnings, canopies and display windows projecting into the fenced terrace frontage a maximum of to the lot line of the site or Framework Block?			
	25(5)(b) Are awnings and canopies at least 6 feet deep with a clearance of at least 8 feet?			
	25(5)(c) Is the setback fully covered (unlike the illustration above, Fenced Terrace setback may be fully covered with awnings or canopies.			



Common Entry

A common entry frontage has the building located close to the sidewalk with infrequent entries which typically lead to a lobby that provides internal access to multiple spaces or units.

Topic	Standard	Yes	No	N/A or Comment
Common Entry Frontage Design (At least 1 of the 10 frontage types must be selected. If this one is not chosen, skip this section.)	26(1)(a) If a common entry is planned and the setback is > 3', is the frontage delineated from the sidewalk by a raised planter between the building and the lot line of the site?			
	26(1)(b) Is the pavement of a contrasting colour from the sidewalk?			
	26(2) Landscaped as required? (Raised planters ≥ 18" tall with ≥ 3 shrubs for every 20 linear feet of planter. If the setback is > 3', the setback area must be landscaped except for ≤ 10' on either side of entries. If the setback is > 5', ≥ 1 tree for every 35 linear feet of raised planter.)			
	26(3) Does each building have ≥ one entry from the frontage? Or if building is longer than 150', does it have a second entry?			
	26(4) Are canopies, bay windows and balconies projecting into the frontage ≤ the lot line or Framework Block? Are canopies ≥ 6' deep with a clearance of ≥ 8 feet from grade?			



Urban Stoop

Urban stoop buildings are located close to the sidewalk and the ground floor use is residential, with access to the ground floor dwelling unit by means of a doorway and covered threshold.

Topic	Standard	Yes	No	N/A or Comment
Urban Stoop Frontage Design (At least 1 of the 10 frontage types must be selected. If this one is not chosen, skip this section.)	27(1) is there a privacy barrier? (No privacy barrier is required for an urban stoop frontage.)			
	27(2) Is pavement of a contrasting colour from the sidewalk?			
	27(3) Landscaping is not required but if it is provided does it comply with the design standards (in raised planters at least 18 inches tall; 3 shrubs must be provided for every 20 linear feet of raised planter; where the setback is greater than 5 feet, 1 tree must be provided for every 35 linear feet of raised planter)?			
	27(4) Are building entries covered with a clearance of at least 8 feet from grade?			
	27(5) If bay windows, balconies and entry coverings exist, do they project into the urban stoop frontage a maximum of the lot line of the site or Framework Block?			
	27(6) Is the urban stoop frontage area free of accessory uses?			



Embedded Porch

This frontage has the building located close to the sidewalk with covered exterior private spaces set back from a building's forward-most façade such that it is contained within the building's footprint.

Topic	Standard	Yes	No	N/A or Comment
Embedded Porch Frontage Design (At least 1 of the 10 frontage types must be selected. If this one is not chosen, skip this section.)	28(1) Is the embedded porch separated from the sidewalk by a wall, fence or hedge?			
	28(2) Is pavement of a contrasting colour from the sidewalk?			
	28(3) Is landscaping provided as required (If the setback is greater than 2 feet, it must be landscaped in raised planters that ≥ 18 inches tall with 3 shrubs every 20 linear feet of planter. If the setback is > 5 feet, 1 tree every 35 linear feet of raised planter)?			
	28(4) Does each ground floor dwelling unit have an embedded porch with a walkway?			
	28(5) If bay windows, balconies, porches and entry coverings exist, do they project into the embedded porch frontage a maximum of the lot line of the site or Framework Block?			
	28(6) Is an embedded porch frontage used as private outdoor space for ground floor dwelling units?			



Door Yard

This frontage type has buildings set back from the sidewalk with the frontage setback area utilized and delineated as private outdoor space for the ground floor dwelling units.

Topic	Standard	Yes	No	N/A or Comment
Door Yard Frontage Design (At least 1 of the 10 frontage types must be selected. If this one is not chosen, skip this section.)	29(1) Is the door yard frontage separated from the sidewalk by a wall, fence or hedge?			
	29(2) Is pavement of a contrasting colour from the sidewalk?			
	29(3) Is the door yard frontage landscaped as required (At least 40% of the setback area must be landscaped with ≥ 1 tree for every 35 linear feet of frontage length)?			
	29(4) Are entries to ground floor dwelling units directly accessible from an entry through the wall, fence or hedge with at least one entry provided for each ground floor dwelling unit along the frontage?			
	29(5) If bay windows, balconies, porches and entry coverings are used, are they projecting no more than 6 feet into a door yard frontage?			
	29(6) Is the door yard frontage used as private outdoor space for ground floor dwelling units?			



Fenced Yard

This frontage has the building set back from the sidewalk and the frontage setback area is used and delineated as private outdoor space for building occupants.

Topic	Standard	Yes	No	N/A or Comment
Fenced Yard Frontage Design (At least 1 of the 10 frontage types must be selected. If this one is not chosen, skip this section.)	30(1) Is the fenced yard frontage separated from the sidewalk by a wall, fence or hedge?			
	30(2) Is pavement of a contrasting colour from the sidewalk?			
	30(3) Is the fenced yard frontage landscaped as required (at least 60% of the setback area is landscaped with 1 tree every 35 linear feet)?			
	30(4) Is there at least one entry provided to access the frontage setback area and to provide access to the building entry?			
	30(5) If bay windows and balconies are proposed, do they project no more than 6' into a fenced yard frontage? And do porches and entry coverings project no more than 8'?			



Raised Yard

Buildings set back from the sidewalk with private outdoor space for the ground floor dwelling units, delineated from the public sidewalk by a change in elevation.

Topic	Standard	Yes	No	N/A or Comment
Raised Yard Frontage Design (At least 1 of the 10 frontage types must be selected. If this one is not chosen, skip this section.)	31(1) Is the raised yard frontage separated from the sidewalk by a change in elevation (at least 18” but no more than 30” above sidewalk level)?			
	31(2) Are fences along a raised yard frontage ≥ 50% transparent?			
	31(3) Is pavement of a contrasting colour from the sidewalk?			
	31(4) Is the frontage landscaped as required (≥ 60% of setback landscaped with 1 tree every 35 linear feet)?			
	31(5) Is there a walkway provided directly accessing the building entry?			
	31(6) Are projections into the frontage at appropriate distances (bay windows and balconies up to 6 feet; entry coverings and porches up to 8 feet)?			



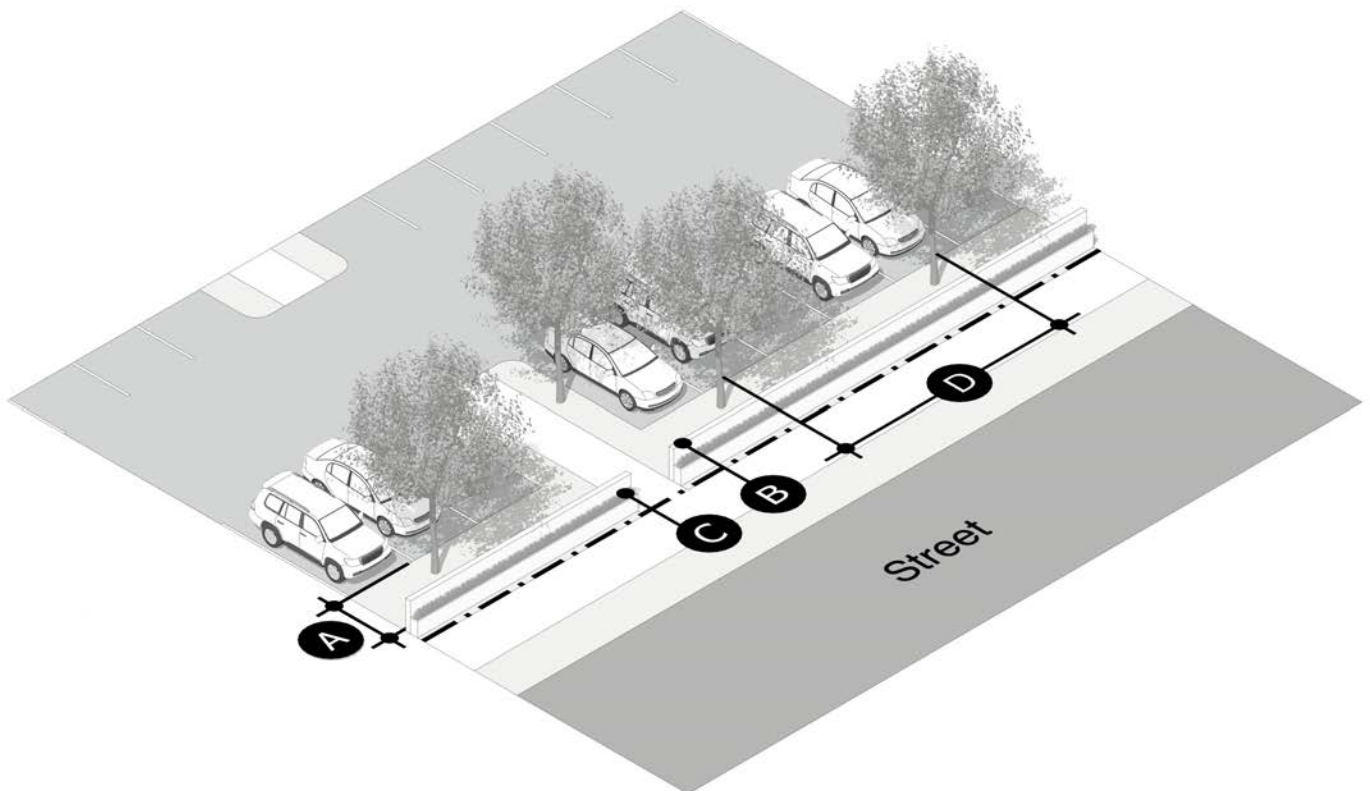
Forecourt

This frontage has the building or portions of buildings are set back further from the sidewalk with the setback area is lined on all sides by buildings and is utilized like a small plaza, as an entry corridor or as private outdoor space for building occupants.

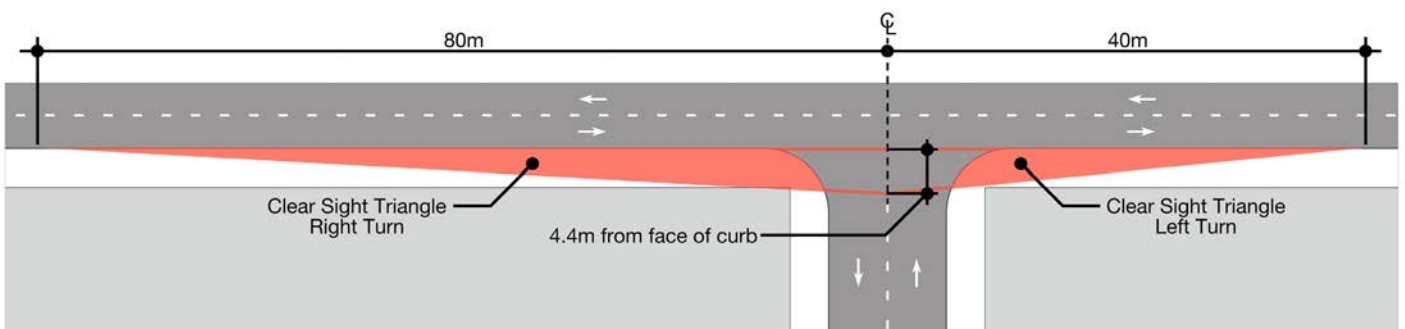
Topic	Standard	Yes	No	N/A or Comment
Forecourt Frontage Design (At least 1 of the 10 frontage types must be selected. If this one is not chosen, skip this section.)	32(1) Is pavement of a contrasting colour from the sidewalk?			
	32(2) Is the forecourt between 400 and 4,800 square feet in area and lined with building facades on 3 sides?			
	32(3) Is the forecourt separated from the sidewalk by a hedge or wall? Optional.			
	32(4) Is the forecourt landscaped as required (1 tree per 800 SF of forecourt area with a minimum of one tree provided; trees may be clustered per the City’s tree spacing guidelines; landscaped areas of an unenclosed forecourt must be raised at least 18 inches)?			
	32(5) Are projections into the frontage at required maximums (Display windows max of 4’, bay windows and balconies max of 6’; entry coverings and porches max of 8’, awnings and canopies to max of 14’. Awnings and canopies ≥ 6’ deep with clearance ≥ 8 feet. Forecourt frontage may be fully covered.)?			

Topic	Standard	Yes	No	N/A or Comment
Forecourt Frontage Continued	32(6) Are the accessory uses within the forecourt frontage allowed (outdoor seating, outdoor dining, merchandise display or amenity space)?			
Vehicle Areas Within Frontages	33(1) Are driveways within frontages accessing off-street parking and loading areas only?			
	33(2) Are drive-throughs and queuing lanes not located within primary or secondary frontages?			
	33(3) Is surface parking not located within primary or secondary frontages (unless it is located along a driveway separating civic space from buildings or if the driveway designed to the standards of a framework street)?			
	33(4) If there is ground floor parking within buildings is it set back at least 20 feet from the building facade and lined by active interior space?			
	33(5) If there is below grade parking is it not visible from the frontage with ventilation located \geq 12' above sidewalk level?			
	33(6) If there is parking above ground level along primary and secondary frontages, is it either: (a) set back \geq 20' from building facades and lined by other uses or (b) building facades along the parking continues the appearance of the building facade with openings no larger than the average opening of other upper storeys; opening proportions must be equivalent to the average proportion of openings on upper storeys; openings must not be spaced more than 12 feet apart or the average spacing of upper storey openings, whichever is greater, and openings along each storey and facade must meet the minimum percentage requirement for glazing.)?			

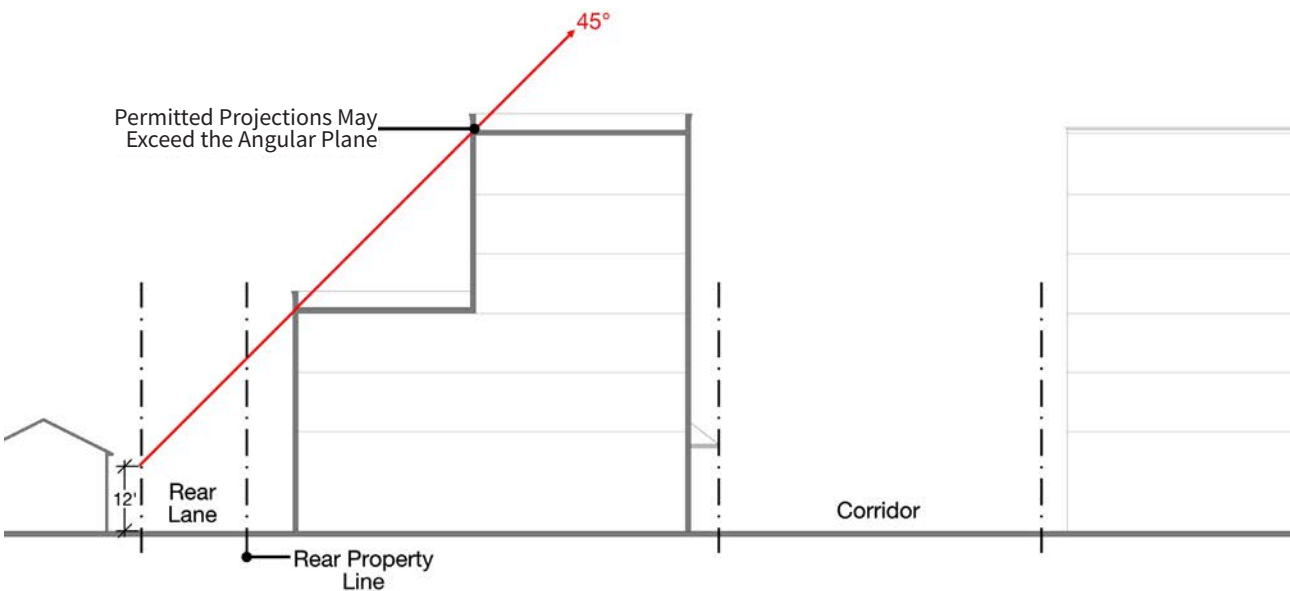
Topic	Standard	Yes	No	N/A or Comment
Vehicle Areas Within Frontages Continued	<p>33(7) Are parking areas located within 25 feet of primary or secondary frontage lines screened? Parking areas must be screened by:</p> <p>A hard surfaced wall 36” to 48” tall and set back 2’ to 6’ from the frontage line;</p> <p>Landscaping in a raised planter that is at least 18” tall located between the wall and sidewalk;</p> <p>A planting bed that is at least 8’ deep located between the wall and the parking area; and</p> <p>Large shade trees within the required planting bed spaced no more than 40’ apart on centre along the frontage.</p>			
	<p>34(2) Is the front yard setback at least 2 feet along primary and secondary frontages?</p>			

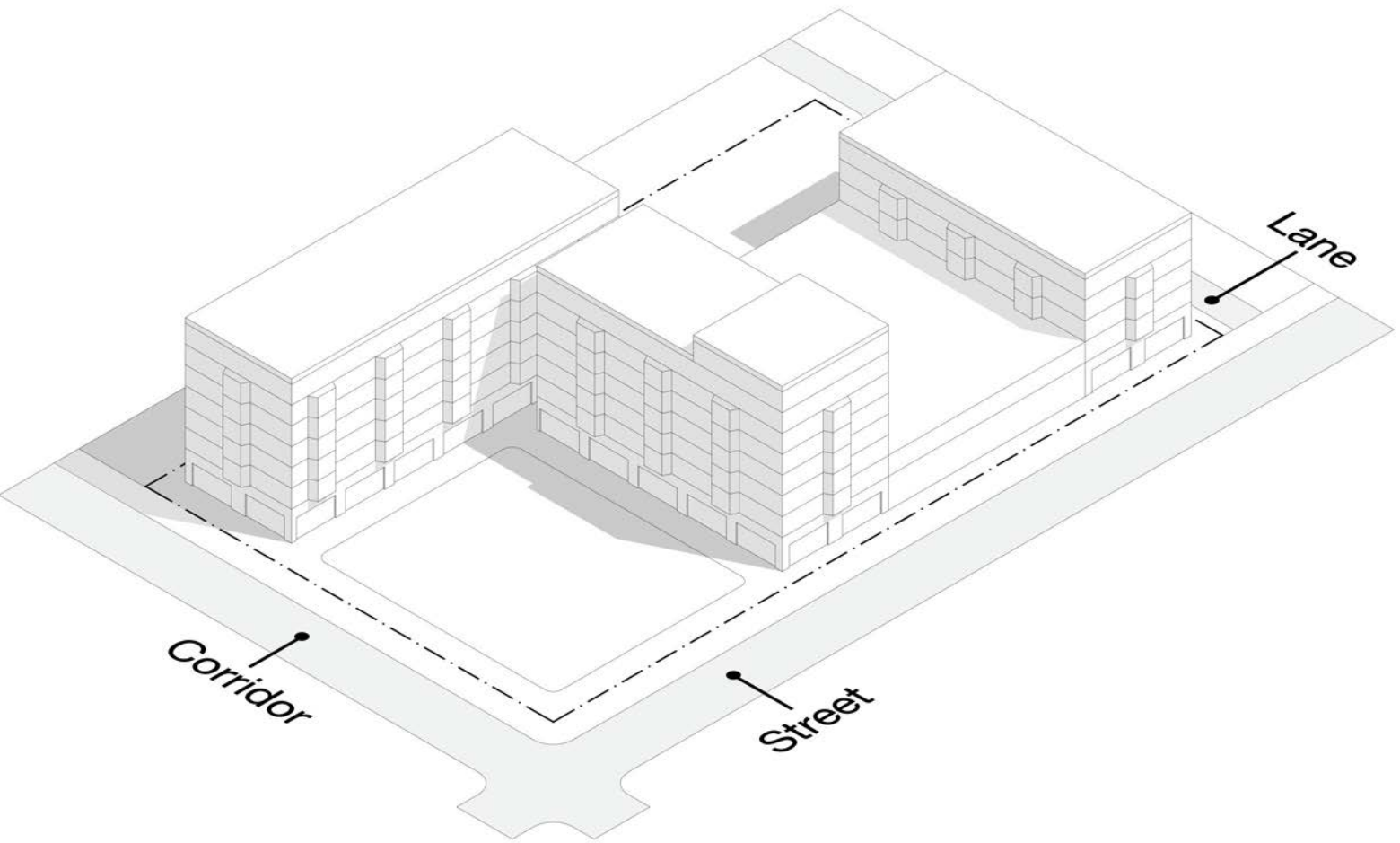


Topic	Standard	Yes	No	N/A or Comment
Building Setbacks	34(3) Is the setback from lanes within an allowed range? ($\geq 2'$, except $\geq 12'$ for any storey containing a residential use where windows to the living space or a bedroom within a dwelling unit faces the lot line, and does this setback meet the 45 degree angular plane if abutting R1, R2, or RMF-S?)			
	34(4) Is the side yard setback within an allowed range? (0' for zero lot line buildings; $\geq 4'$ otherwise; or $\geq 12'$ for any storey containing a residential use when windows to the living space within a dwelling unit face the lot line.)			
	34(5) Is the rear yard setback within an allowed range? ($\geq 10'$, except $\geq 12'$ for any storey containing a residential use where windows to the living space or a bedroom within a dwelling unit faces the lot line, and does this setback meet the 45 degree angular plane if abutting R1, R2, or RMF-S?)			
	34(6-7) Are clear sight triangles free and clear of obstructions? (No fence, wall, structure, building, statue, hedge, shrub or planter 2.5' to 8' tall within clear sight triangles adjacent to streets and public lanes that have stop signs or traffic signals. The requirement does not apply where left turns and through vehicular movements are prohibited.)			
Development In Proximity to Rail Operations	35(1-2) If a Development Viability Assessment is required, does the development comply with the recommendations of the Development Viability Assessment?			

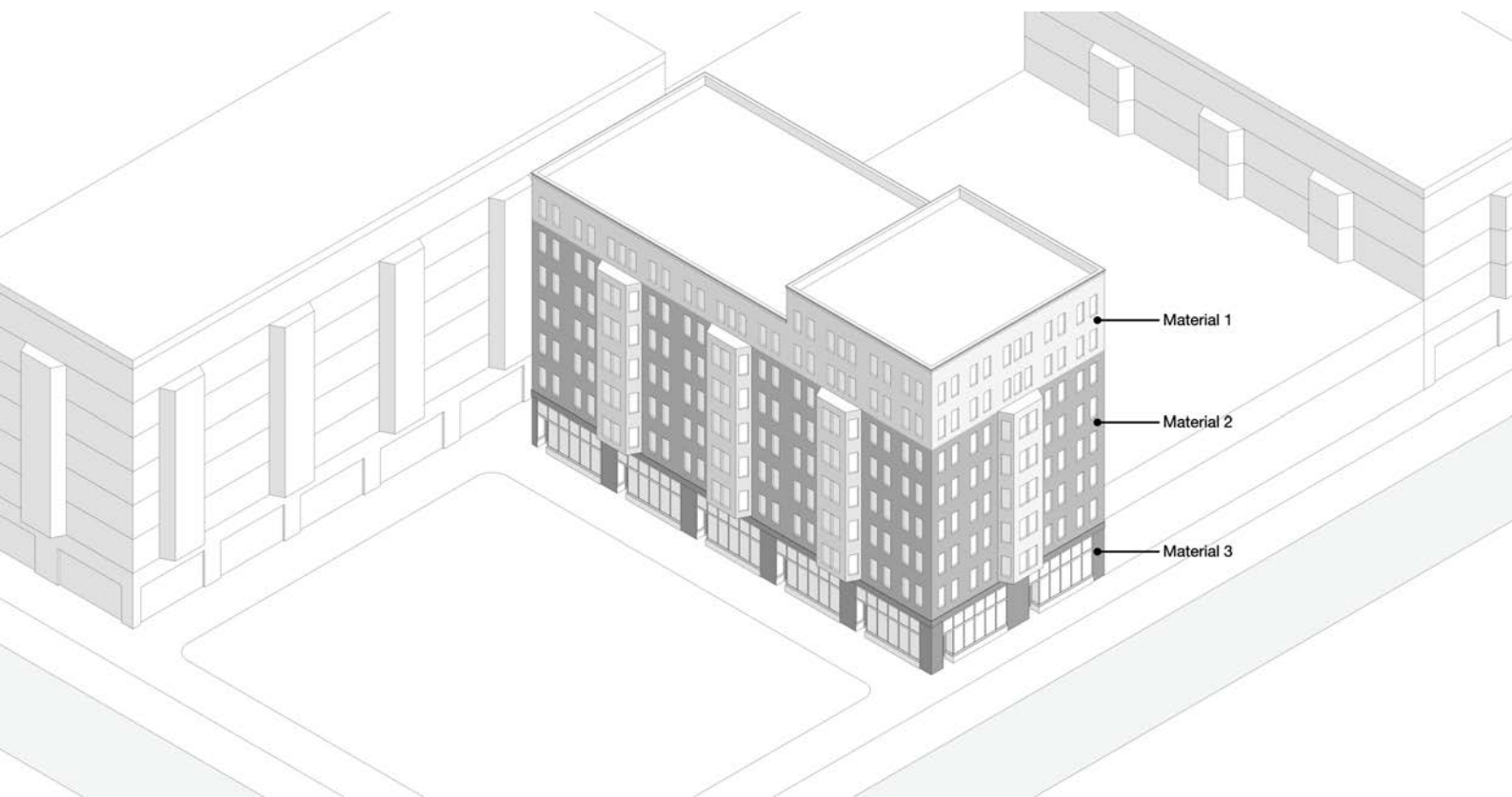


Topic	Standard	Yes	No	N/A or Comment
Noise Attenuation	36(1) If the development requires noise attenuation, is it sufficient? (Exterior walls must have sound transmission class rating of 50 or above if within 50' of Kenaston, Sterling Lyon, and Lagimodiere.)			
Setbacks Landscaped	37(2) Are setbacks landscaped as required? (If the site or Framework Block abuts R1, R2, or RMF-S, provide 1 tree per 35 LF of lot line, located within 10' of lot line. Where the setback, other than a front yard setback, is $\geq 6'$, 1 tree for every 35 LF of lot line, located within 10' of lot line. Front yard setbacks must be landscaped per sections 24 to 32. Required trees may be clustered.)			
Building Heights	38(1) Are the building(s) within the height limit? (On corridors $< 80'$ wide, buildings $\leq 75'$ tall. On corridors $80'$ to $100'$ wide, building $\leq 105'$ tall. On corridors $> 100'$ wide, buildings $\leq 150'$ tall or $\leq 200'$ tall where the building or portion of a building is located $> 75'$ from the lot line of any site or Framework Block. For buildings subject to a 45-degree analysis, these maximum heights may be reduced to not exceed the 45-degree angular plane.)			
	38(2) Is the ground floor height for non-residential uses $\geq 14'$ measured from finished floor to finished ceiling?			





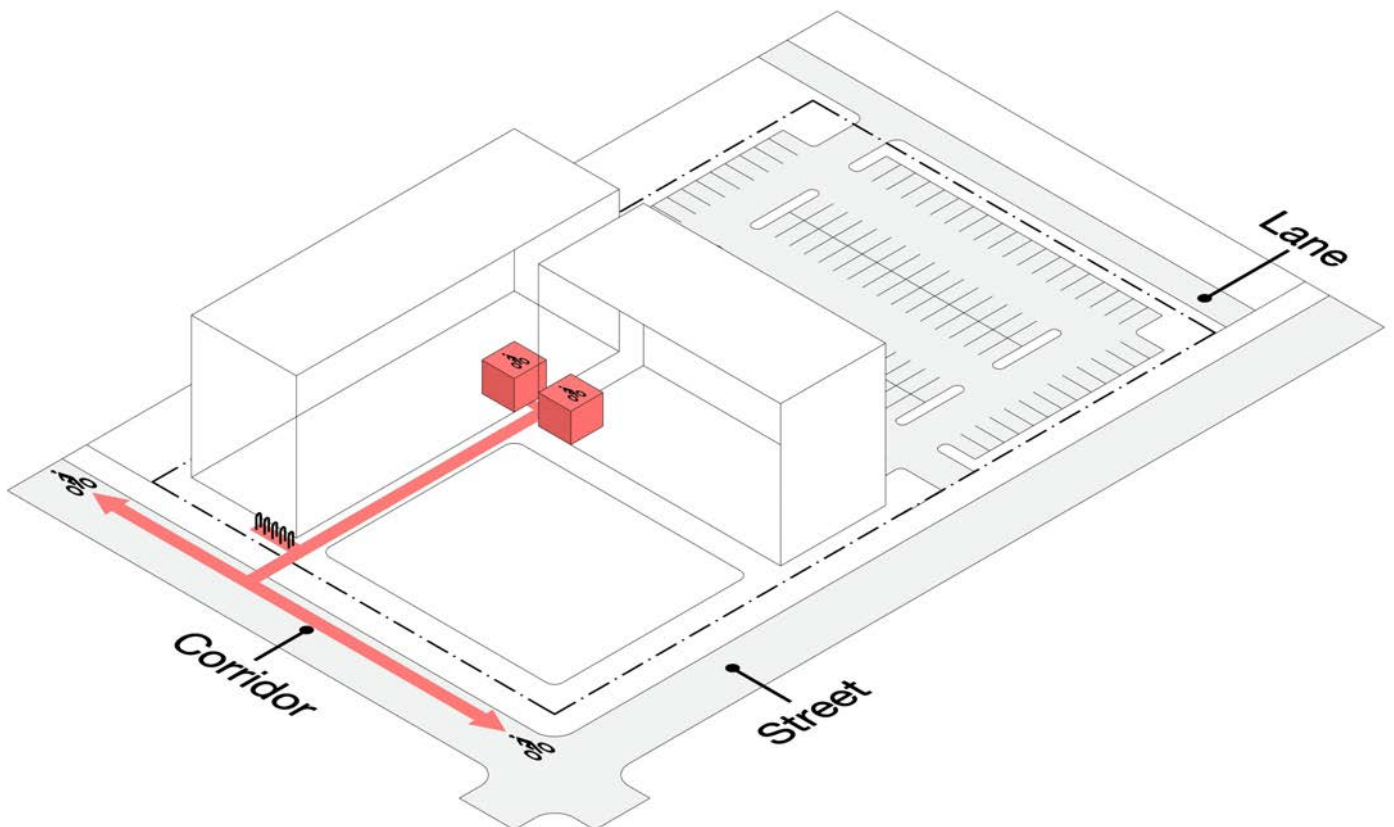
Topic	Standard	Yes	No	N/A or Comment
Building Massing	<p>41 If the building is longer than 100' along frontages, does it provide the required articulation?</p> <p>(If > 100', provide at least 1 of the following articulation options. If > 200', provide at least 2:</p> <p>(a) Change in height: ≥ 1 storey variation, with at least 25% of façade at a lower height.</p> <p>(b) Change in horizontal plane: at least 25% of façade set back $\geq 2'$.</p> <p>(c) Projecting bays: at least 25% of façade with projecting bays (not balconies), projecting $\geq 2'$; if three storeys or higher, bays span ≥ 2 storeys.</p> <p>(d) Embedded bays: at least 25% of façade with embedded bays (including balconies), embedded $\geq 6'$; if three storeys or higher, bays span ≥ 2 storeys.)</p>			



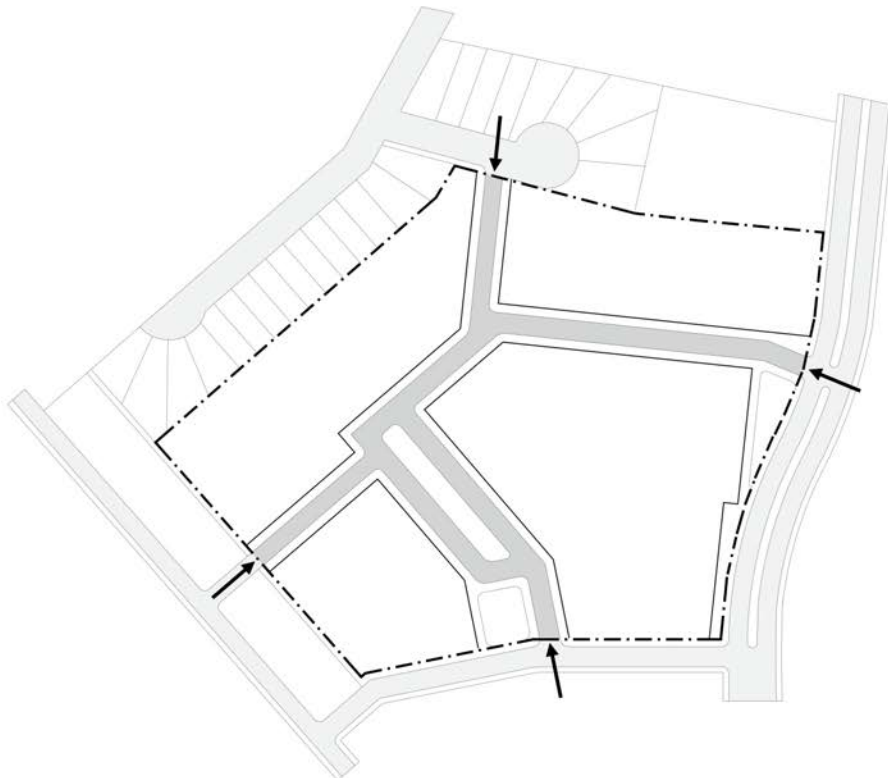
Topic	Standard	Yes	No	N/A or Comment
Building Materials	42(1) Is the facade comprised of ≤ 3 materials?			
	42(2) Do materials transition horizontally, except for projections that may have a different material?			
	42(3) Are heavier materials (like stone and brick) below lighter materials (like wood or composite)?			
	42(4) Are first floor finish materials hard surfaced?			
	42(5) Do materials along frontages continue for at least 3 feet along adjacent building facades that do not face frontages? (That is, material changes should not end at the corner.)			
Bird Friendly Window Design	42(1) Is the building designed to meet bird-friendly window standards? (Exterior window treatments applied to the exterior glass surface up to 16m above grade or top of adjacent mature tree canopy, whichever is higher. Treatments can withstand exposure to elements and window cleaning. Visual markers ≥ 0.25 " diameter, spaced ≤ 2 " x 2", must contrast with transparent or reflective glass under varying daylight conditions, using duotone markers where possible.)			

Topic	Standard	Yes	No	N/A or Comment
Fencing	43(1-2) Is there fencing located within the set-back area of a frontage, and meeting the frontage design standards of its frontage type (see sections 24 through 32) and comply with Section 194?			
	43(3) Is the Civic Space fenced in accordance with requirements? (Fence openings provided every 20' of fencing length. Fences along the edge of the Civic Space ≤ 3' tall.)			
Vehicle Parking Locations	44(1-4) Is vehicle parking located in accordance with requirements? (Surface parking set back ≥ 5' from side or rear lot lines, except on a lane or where connected to parking on an abutting site or Framework Block. Above-ground structured parking set back ≥ 10' from side or rear lot lines and buffered by canopy trees spaced ≤ 30' on centre along shared lot lines.)			
	45 Does the parking area comply with Section 172, except that berming is not permitted as a buffering option?			
Parking Lot Design	46(1-3) Are loading, service, and storage areas sufficiently located and screened? (Loading spaces comply with Section 173. Loading, service, and storage not permitted in front or side yards along primary or secondary frontages and must be set back ≥ 5' from side or rear lot lines. Screening along frontages is sufficient to screen loading, service, and storage areas. Screening on side and rear lot lines is a 6' tall opaque fence or wall, located along the lot line or between the area and the lot line. Indoor storage does not require screening.)			
Loading, Service and Storage Areas	47(1) Are pedestrian walkways provided as required? (Pedestrian walkways must connect public sidewalks to all building entrances and points of egress, parking areas, service areas, ground floor amenity spaces, and required paths and pathways per the City's pedestrian and cycling strategies.)			

Topic	Standard	Yes	No	N/A or Comment
Pedestrian and Bicycle Access	47(2-3) If there are surface parking areas with ≥ 50 spaces, are pedestrian walkways provided as required? (Walkways between every 3 parking rows, perpendicular to parking rows every 30 spaces, with $\geq 5'$ wide landscape strips on both sides of walkway.)			
	47(3) Are pedestrian walkways $\geq 5'$ wide and paved in a contrasting colour from the surrounding area to define the intended path of travel?			
	47(4) Are bicycle access routes provided as required? (Between on-site bicycle parking areas, active transportation paths, and public streets. Required through sites > 2 acres with access to active transportation paths on multiple sides. Constructed as paths and pathways where indicated in the City's adopted plan and policies.)			
	47(5) Are pedestrian walkways and bicycle access routes built to required standards? (Pedestrian walkways follow the Private Development Requirements for Pedestrian Routes in the City of Winnipeg Accessibility Design Standards. Paths and pathways follow City of Winnipeg Public Works Department standards.)			



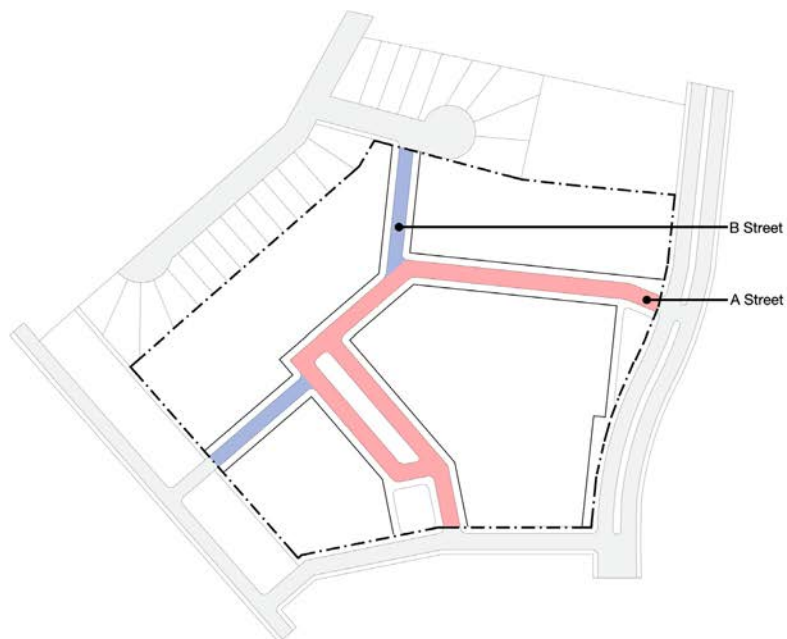
Topic	Standard	Yes	No	N/A or Comment
Framework Plan	48 If the site is larger than 10 acres, is a Framework Plan submitted?			
	49(1-4) If a Framework Plan is required, does its structure meet requirements? (A Framework Plan divides the site into ≥ 2 Framework Blocks. Blocks may be separated by Framework Streets, active transportation routes, or pedestrian routes. Framework Block perimeters $\leq 1,800'$. Partial blocks along abutting other properties have perimeters $\leq 1,200'$, including the shared property line.)			
	50(1) Do Framework Streets align with street stubs along abutting properties; Framework Streets within adjacent Framework Plans; Streets opposite rights-of-way along the Framework Plan perimeter; and Primary vehicle entries as identified by the Director of Public Works?			
External Connections to a Framework Plan	50(2) Do Framework Streets, active transportation routes, and pedestrian routes connect to abutting properties at least every 660 feet (unless access is obstructed by a linear barrier or a grade more than 15% or adjacent property contains lots that do not accommodate connections)?			



Topic	Standard	Yes	No	N/A or Comment
External Connections to a Framework Plan	50(3) Do Pedestrian walkways and active transportation routes connect to transit stops within the nearest public street?			
	51(1-2) Is there a network of Framework Streets set out in the Framework Plan with pedestrian access to all residential and new non-residential uses; transit stops; and exiting/planned active transportation routes? (The network of Framework Streets is only required between Framework Plan Effective Areas and adjacent public streets.)			
Framework Street Network	51(3) Does at least 50% of the network of Framework Streets provide vehicle access, measured by centerline length?			
	51(4) Does the entire network of Framework Streets provide pedestrian access?			
	51(5) Is there a dedicated bicycle infrastructure traversing the Framework Plan area in perpendicular directions?			
	51(6) Does the largest civic space in the Framework Plan have access from dedicated bicycle infrastructure?			
	51(7) Is there at least 1 sign indicating the owner of the Framework Streets with contact information for maintenance?			



Topic	Standard	Yes	No	N/A or Comment
A Streets and B Streets	52(1-2) Are A Streets and B Streets noted on the plan, with B Streets < 40% of the Framework Streets, measured by centerline length?			
	52(3) Are ≥ 50% of Framework Streets connecting to public streets A Streets?			
	52(4) Are all streets along civic spaces A Streets?			
	52(5) Do A Streets only transition to B Streets at the intersection of another A Street?			





Topic	Standard	Yes	No	N/A or Comment
A Streets and B Streets	<p>53(1-2) Are the Framework Streets designed in accordance with the standard framework street models or do customized framework streets comply with this PDO:</p> <p>Commercial streets: 2 lane, 2 angled parking lanes: A Streets; 2 lane, 2 parallel parking lanes: A Streets, B Streets; 2 lane, 1 parallel parking lane: A Streets, B Streets; 2 lane, no on-street parking: B Streets</p> <p>Residential streets: 2 lane, 2 parallel parking lanes: A Streets, B Streets; 2 lane, 1 parallel parking lane: A Streets, B Streets; 2 lane, no on-street parking: B Streets</p>			

Topic	Standard	Yes	No	N/A or Comment
A Streets and B Streets	53(3) Is the centerline radius for Framework Streets $\geq 100'$ for streets with vehicle access and $\geq 30'$ for streets with only pedestrian and active transportation access.			
Framework Street Vehicle Travel Lanes	54(1-2) Do Framework Streets provide 2 vehicle travel lanes that are $\geq 9.8'$ wide (or $\geq 10.8'$ wide if adjacent to a vehicle parking lane)?			
	54(3) Is vehicle movement along Framework Streets 2-way?			
	54(4) Does a Framework Street intersect a public street (additional travel lanes may be required)?			
Framework Street Vehicle Parking Lanes	55 If vehicle parking lanes are provided along Framework Streets, are parallel parking lanes $\geq 7.6'$ wide and if angled 45-degrees $\geq 18'$ wide?			
Framework Plan Active Transportation	56(1) Is there dedicated bicycle infrastructure provided in the Framework Plan (may include on-street bicycle lanes; parking-protected bicycle lanes; sidewalk-adjacent bicycle lanes; or a dedicated and separated bicycle or shared-use trail)?			
	56(2) Are bicycle lanes $\geq 5.9'$ wide for one-way travel and $11.8'$ wide for two-way travel?			

Long tree planters in furnishing area

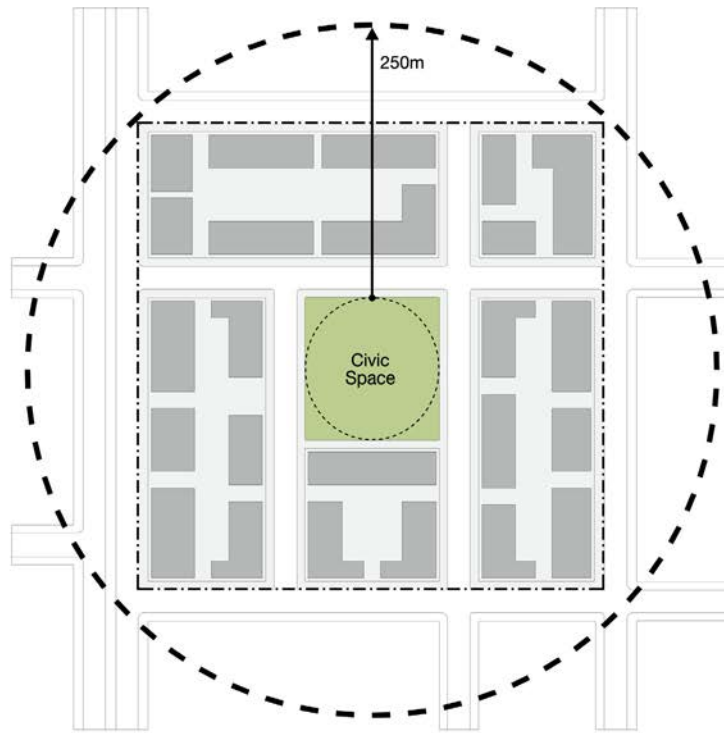


Topic	Standard	Yes	No	N/A or Comment
Framework Plan Active Transportation	56(3) Are shared-use trails $\geq 7.9'$ wide for one-way travel and $14.4'$ wide for two-way travel?			
	56(4) Do active transportation routes have a vertical clearance of at $\geq 9.8'$?			
Framework Plan Planting and Furnishing Areas	57(1) Do Framework Streets provide planting and furnishing areas $\geq 8'$ wide on both sides of the Framework Street?			
	57(2) Are there enough trees within the planting and furnishing areas (average spacing of $\leq 40'$ excluding intersections, utilities and other obstructions; located in a long planter or open tree vault with sufficient soil volume per 18(3))?			
	57(3) Is the planting and furnishing area paved with cobbles or other pervious material to achieve required soil volumes?			
	57(4) Is one U-shaped or artistic bicycle rack provided for every 150 feet of Framework Street length? (Bicycle racks may be clustered.)			
	57(5) Is there outdoor seating, directional signage, lighting or green stormwater infrastructure in the furnishing area?			

Open tree vaults in furnishing area



Topic	Standard	Yes	No	N/A or Comment
Framework Sidewalks	58(1) Are there sidewalks $\geq 6.6'$ wide on both sides of the Framework Street?			
	58(2) Are there accessible curb ramps provided at all corners and intersection segments with yellow detectable panels installed in curb ramps?			
	58(3) If there are Framework Street segments (or blocks) longer than 500', are there mid-block crossings?			
Pedestrian and Bicycle-Only Framework Streets	59(1) If there are Framework Streets providing pedestrian only access, are they at least 19.7 feet wide, with at least one tree for every 800 square feet of Framework Street, and provide a walkway at least 9.8 feet wide?			
	59(2) If there are Framework Streets providing pedestrian and bicycle-only access, are they at least 26.2 feet wide, with at least one tree for every 800 square feet of Framework Street and the minimum amount of pavement specified in Section 52?			



Topic	Standard	Yes	No	N/A or Comment
Framework Plan Civic Space Requirements	60(1) Does the Framework Plan area provide at least 8% of the Framework Plan areas as civic space?			
	60(2) Is the civic space configured in accordance with a civic space type listed in section 16?			
	60(3) If buildings are set back more than 20 feet from a public arterial street, is there a civic space provided between the building and the street?			
	60(4-5) Is there one civic space within 250 metres of all dwelling units within the Framework Plan? (Existing off-site parks and playgrounds count toward this requirement.)			
Framework Plan Stormwater Detention	61(1-2) Is there Dual-Use Stormwater Detention incorporated into civic spaces? (The dual-use stormwater detention must not be enclosed with fencing or other barriers and provide sufficient space for the landscaping required for the civic space type and be designed to only inundate during rainfall events with consideration for public safety during recreational use and rainfall events.)			
	61(3) Does stormwater best-management practices for water quality occupy $\leq 20\%$ of any civic space?			



Malls and Corridors PDO

This excerpt from the Winnipeg Zoning By-law is for reference only. For full by-law, see <https://legacy.winnipeg.ca/ppd/zoning/Bylaws.stm>.

THE CITY OF WINNIPEG **BY-LAW NO.143/2024**

A By-law of THE CITY OF WINNIPEG to amend the Winnipeg Zoning By-law No. 200/2006 to add the Malls & Corridors PDO-1 and to replace administrative provisions relating to development permits.

SCHEDULE “A”

MALLS AND CORRIDORS PLANNED DEVELOPMENT OVERLAY 1 **(PDO-1 Malls and Corridors)**

Purpose

1 The purpose of the PDO-1 Malls and Corridors (the “PDO”) is to facilitate quick approvals and construction of new housing along corridors and on mall sites city-wide through as-of-right standards while upholding the goals of the OurWinnipeg By-law, Complete Communities 2.0 and other applicable policies and guidelines.

Definitions

2(1) In this PDO, the following words and phrases have the following meanings:

“45-degree analysis”, in respect of a site that abuts or is across a lane from the rear lot line of a lot with an R1, R2 or RMF-S zoning designation, means a 45-degree angular plane that is projected towards the site from 12 feet above grade at the rear lot line of the R1, R2 or RMF-S lot;

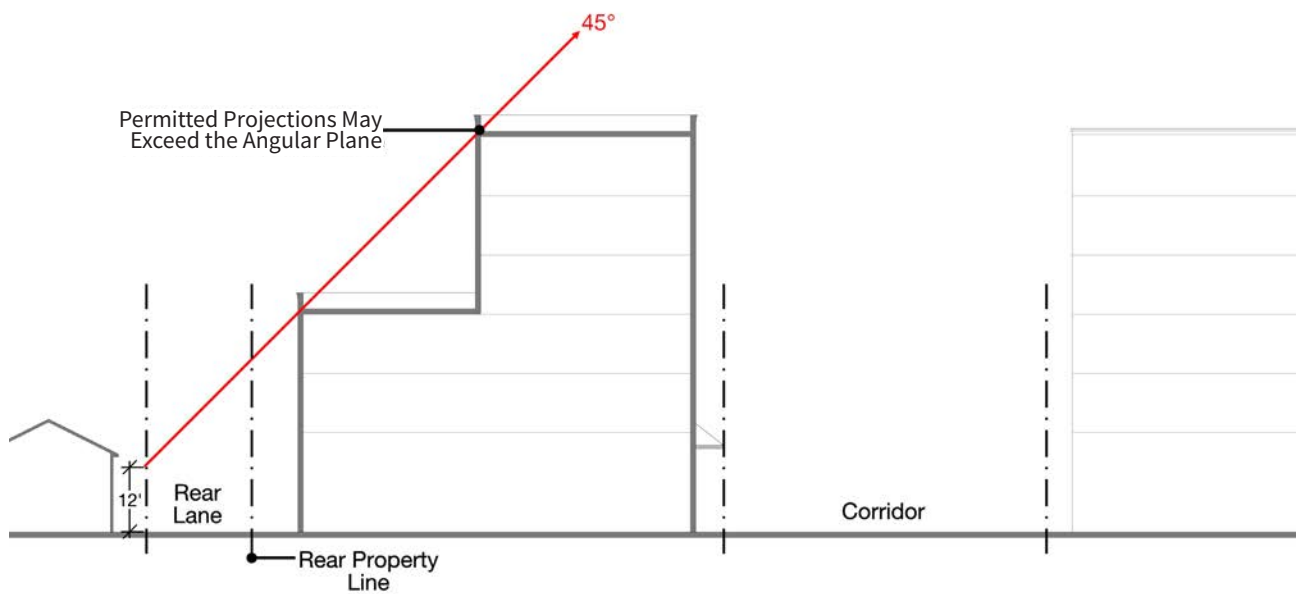


Figure 1 – Illustrated 45-Degree Analysis

“Accessibility Design Standards” means the *2015 City of Winnipeg Accessibility Design Standard, Third Edition*, as updated in September 2018, and including any successor or amended universal design standard;

“active interior space” means interior portions of a building that are in regular use by people such as lobbies, retail interiors, dining areas, classrooms, offices, meeting rooms and living spaces;

“amenity space” means any open-air or outdoor portion of a site intended for use by and provided for the enjoyment of the occupants of the site;

“A Street” means a Framework Street designated as a way of greater pedestrian importance than associated B Streets, where buildings are located and parking and service areas are minimized;

“build-to area” means the portion of a site located between the maximum permitted setback measurement and the site’s frontages;

“B Street” means a Framework Street designated as a way of lesser pedestrian importance that is prioritized for vehicle access and service, where parking and service areas are permitted to be located near sidewalks;

“car share” means a service that offers on-demand use of shared vehicles 24 hours a day, 7 days a week to members/users, and charges the members/users for use of the vehicle based on time or distance;

“car share vehicle” means a four-wheeled automobile, van or pickup truck used exclusively as a car share;

“civic space” means that portion of a site over which the owner retains control and ownership but that is accessible for use by the public;

“common entry frontage” means a frontage condition where the building is located close to the sidewalk and the building has infrequent entries which typically lead to a lobby that provides internal access to multiple spaces or units;



Figure 2 – Common Entry Frontage Design Elements

“Community Garden” means a grouping of garden plots located within a civic space available for small-scale cultivation, and may be a programmatic element within a larger civic space;

“Complete Communities 2.0” means the Complete Communities Direction Strategy 2.0 By-law No. 119/2020;

“Development Viability Assessment” means a report completed in accordance with the FCM/RAC Guidelines;

“door yard frontage” means a frontage condition where the building is set back from the sidewalk and the frontage setback area is utilized and delineated as private outdoor space for the ground floor dwelling units;



Figure 3 – Door Yard Frontage Design Elements

“Dual-Use Stormwater Detention” means an underground or at grade level stormwater detention system that is integrated into or located below civic space or amenity such that the area may be used both for the detention of stormwater as well as civic space or amenity space;

“embedded porch” means a covered exterior private space that is set back from a building’s forward-most façade such that it is contained within the building’s footprint;

“embedded porch frontage” means a frontage condition where the building is located close to the sidewalk and contains embedded porches;



Figure 4 – Embedded Porch Frontage Design Elements

“exterior window treatments” means a treatment applied to the exterior side of a window that is designed or intended to reduce bird collisions, including coverings, markings and perforated or patterned window films;

“FCM/RAC Guidelines” means the Federation of Canadian Municipalities’ and the Railway Association of Canada’s *Guidelines for New Development in Proximity to Railway Operations*, published in May 2013, and includes any amended or successor guidelines for new development in proximity to railway operations;

“fenced terrace frontage” means a frontage condition where the building is set back from the street and has ground floor uses that use and delineate the frontage setback area as a private outdoor patio;



Figure 5 – Fenced Terrace Frontage Design Elements

“fenced yard frontage” means a frontage condition where the building is set back from the sidewalk and the frontage setback area is used and delineated as private outdoor space for building occupants;



Figure 6 – Fenced Yard Frontage Design Elements

“forecourt frontage” means a frontage condition where

- (a) certain buildings or portions of buildings are set back further from the sidewalk than other buildings or portions of buildings;
- (b) the frontage setback area is lined on all sides by buildings; and
- (c) the frontage setback area is utilized like a small plaza, as an entry corridor or as private outdoor space for building occupants;



Figure 7 – Forecourt Frontage Design Elements

“Framework Plan” means a comprehensive plan for the development of a site that divides the site into different Framework Blocks and Framework Streets, that includes standards relating to overall site design as well as standards relating to the placement and design of buildings to be located on the site, and that allows for development of smaller portions of the overall site;

“Framework Plan Area” means a site to which a Framework Plan applies;

“Framework Effective Area” means those Framework Blocks that are included in an application for a development permit in respect of a development proposal;

“Framework Block” means a specified section or portion of a Framework Plan as defined by or shown in the Framework Plan;

“Framework Streets” means any privately-owned driveway or road located within a Framework Plan Area;

“frontage” means the portion of a site or Framework Block located along the lot line that abuts a street or a Framework Street;

“frontage occupation” means the percentage of a frontage that has building facades located along it;

“Green”, in respect of a civic space, means a civic space intended to be used for unstructured recreation which is principally landscaped and unprogrammed;

“Greenway” means a civic space consisting of a mostly linear corridor which is principally landscaped and unprogrammed, and typically includes trails or shared-use paths along its length;

“hard-surfaced” means the exterior finish material of a building, such as stone, brick, concrete, cementitious panels and metal panels, which is

- (a) dense and non-organic
- (b) resistant to puncture, scraping and denting; and
- (c) can be applied without structural masonry or similar;

“Micro Forest” means a civic space intended to be used for unstructured recreation that is principally landscaped with a dense collection of trees and significant tree-canopy as well as seating along its edge or within the civic space, that is access by trails;

“Multipurpose Field” means a civic space intended to be used for structured recreation that includes one or more sports fields and their typical supportive structures which may also be accompanied by areas for unstructured recreation and other hard-surfaced sports courts and seating areas;

“Park” means a civic space intended to be principally used for unstructured recreation in a naturalistic setting, which may include sports fields and courts and hardscape areas;

“PDO” means the PDO-1 Malls and Corridors;

“PDO Area” means the area generally shown on the PDO Map which, subject to subsection 3(2), includes:

- (a) all sites located within a Regional Mixed Use Centre;
- (b) all sites fronting on a Regional Mixed Use Corridor or an Urban Mixed Use Corridor;
- (c) all sites greater than 10 acres in area; and
- (d) the site commonly referred to as the Tuxedo Business Park and located at 1301 Kenaston Boulevard;

“PDO Map” means the map attached to this PDO and labelled as PDO Map;

“pedestrian walkway” means a linear way faced with buildings on both sides and typically landscaped which provide pedestrian and bicycle access to properties but does not provide vehicular access;

“Plaza” means a civic space that is principally hardscape, intended for use by many people at once, including activities such as performances and outdoor dining;

“Pocket Park” means a small, principally landscaped civic space intended to be used for unstructured or structured recreation;

“primary frontage” means the frontage of greatest pedestrian importance and held to the highest standards of this PDO;

“privately-owned public space” or **“POPS”** means that portion of a site over which the owner retains control and ownership but that is accessible to the public;

“public frontage” means a frontage condition where the building is set back a short distance from the sidewalk and has ground floor uses that require frequent pedestrian access which are accommodated by wide walkways on the private property buffered from the sidewalk by trees, benches and other street-related furnishings;



Figure 8 – Public Frontage Design Elements

“raised yard frontage” means a frontage condition where the building is set back from the sidewalk and the frontage setback area is utilized as a private outdoor space for building occupants, delineated from the public sidewalk by a change in elevation;



Figure 9 – Raised Yard Frontage Design Elements

“Regional Mixed Use Centre” means a Regional Mixed Use Centre as defined in Complete Communities 2.0 and as shown on Map 7, Map of Regional Mixed Use Centres, of Complete Communities 2.0;

“Regional Mixed Use Corridor” means a Regional Mixed Use Corridor as defined in Complete Communities 2.0 and as shown on Map 5, Map of Corridors, of Complete Communities 2.0;

“secondary frontage” means a frontage of lesser pedestrian importance and held to lower standards in comparison with the primary frontage;

“sidewalk extension frontage” means a frontage condition where the building is located close to the sidewalk and the space between the sidewalk and the building is paved to resemble a continuation of the sidewalk within the frontage setback area;

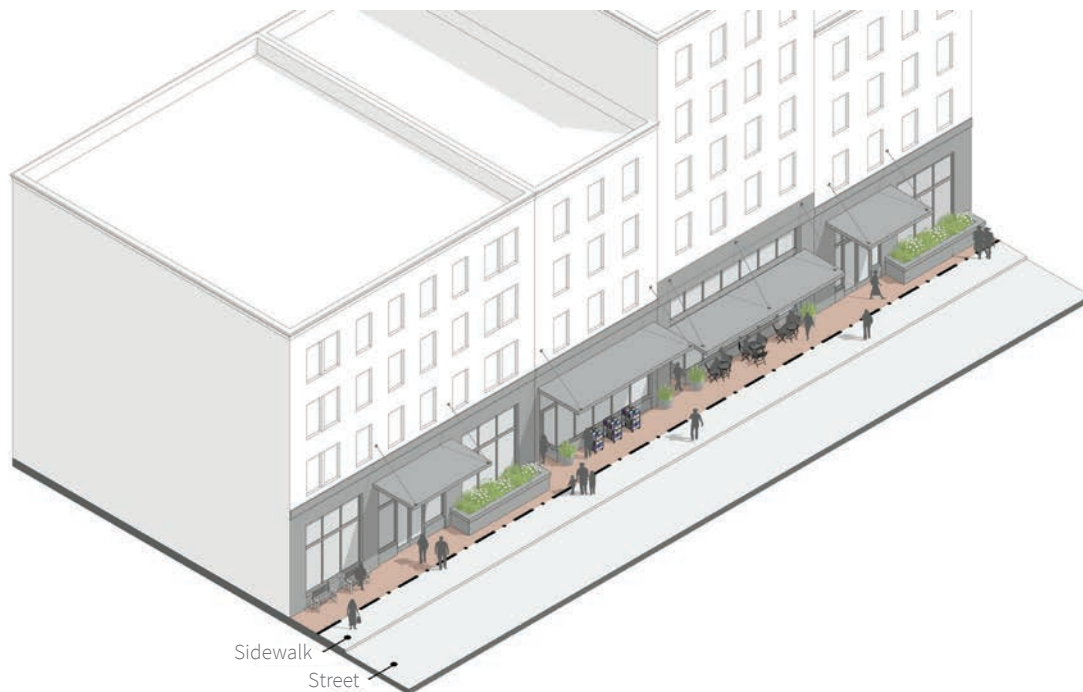


Figure 10 – Sidewalk Extension Frontage Design Elements

“site” means the total of all contiguous land described in a single certificate of title;

“Square”, in respect of a civic space, means a formal civic space intended to be used for unstructured recreation that is principally landscaped and includes walking paths and trails;

“Urban Mixed Use Corridor” means an Urban Mixed Use Corridor as defined in Complete Communities 2.0 and as shown on Map 5, Map of Corridors, of Complete Communities 2.0;

“urban stoop frontage” means a frontage condition where the building is located close to the sidewalk and the ground floor use is residential, with access to the ground floor dwelling unit by means of a doorway and covered threshold;



Figure 11 – Urban Stoop Frontage Design Elements

2(2) Any word or phrase not defined in this PDO has the meaning otherwise ascribed in this By-law.

Applicability

3(1) Subject to subsection (2), proposed developments within the PDO Area that include dwelling units at a density of 14 or more dwelling units per acre may either use this PDO in its entirety or follow the existing standards in this By-law.

3(2) This PDO does not apply to:

- (a) any site to which the Downtown Winnipeg Zoning By-law No. 100/2004 applies;
- (b) any site located within Area 1 of the PDO-1 Airport Vicinity, as shown on the Airport Vicinity Protection Area Planned Development Overlay Map;
- (c) any site to which any of the following PDOs apply;
 - (i) PDO-1 Boulevard Provencher;
 - (ii) PDO-1 Corydon Osborne;
 - (iii) PDO-1 Downtown Transcona;
 - (iv) PDO-1 St. Norbert;
 - (v) PDO-1 West Alexander & Centennial;
 - (vi) PDO-2 North Campus;
 - (vii) PDO-2 Taylor Redevelopment Area; or
 - (viii) PDO-2 Westport Festival;

- (d) except for the site commonly referred to as the Tuxedo Business Park and located at 1301 Kenaston Boulevard, any site with a Manufacturing, Educational and Institutional, or Parks zoning designation or use;
- (e) except for the site commonly referred to as the Tuxedo Business Park and located at 1301 Kenaston Boulevard, any site designated as Employment Lands in Complete Communities 2.0;
- (f) any site greater than 10 acres in area within a “C3” or “C4” zoning district where the principal use is not retail, including utility corridors; or
- (g) cemeteries.

Applicable Standards

4(1) Subject to any variance order, any development to which this PDO applies must meet all standards and requirements set out in this PDO.

4(2) Subject to anything else in this PDO, Part 5 of this By-law does not apply where this PDO applies except for the following sections:

- (a) ss. 141.1;
- (b) s. 145;
- (c) ss. 159 – 187;
- (d) s. 189;
- (e) ss. 191 – 204;
- (f) s. 207(2); and
- (g) s. 212.

4(3) Subject to subsection (4), where there is a conflict between the provisions of this PDO and the underlying provisions of this By-law, the provisions of this PDO prevail.

4(4) Where there is a conflict between the provisions of this PDO and the provisions of the PDO-1 Airport Vicinity, the provisions of the PDO-1 Airport Vicinity prevail.

Preliminary Technical Meeting

5(1) Subject to subsection (2), prior to submitting an application for a development permit, the owner of a site to which this PDO applies may request preliminary technical meetings with members of the Public Service to review the following:

- (a) site and technical zoning requirements with the City’s Planning, Property and Development Department;
- (b) operational constraints and site access management with the City’s Public Works Department; and
- (c) water and sewer capacity constraints with the City’s Water and Waste Department.

5(2) Despite subsection (1), a preliminary technical meeting is not required in order to submit an application for a development permit.

Application Submission Requirements

6(1) In addition to any submission requirements under s. 8 of this By-law, an application for a development permit must include

- (a) a traffic impact study where the proposed development includes 300 or more dwelling units; and
- (b) a Development Viability Assessment, where the development permit is in respect of a site that:
 - (i) abuts a rail line or rail yard; or
 - (ii) is separated from a rail line or rail yard by a public lane.

6(2) An application for a development permit in respect of a site that is greater than 10 acres in area must include a Framework Plan.

6(3) An approved Framework plan may be amended by submitting a revised Framework Plan prior to or concurrently with an application for a development permit.

6(4) The Director is authorized to

- (a) determine the form in which a Framework Plan must be submitted;
- (b) approve a Framework Plan submitted in accordance with subsection (2); and
- (c) approve a revised Framework Plan submitted in accordance with subsection (3).

6(5) Where a Framework Plan applies in respect of a site, every Framework Block must comply with the Framework Plan except where an amendment to the Framework Plan in respect of the Framework Block is approved.

6(6) A Framework Plan must delineate each Framework Section to resemble one or more subdivided properties (see Figure 12) and must include the following:

- (a) all proposed buildings;
- (b) any outdoor uses and spaces;
- (c) Framework Streets;
- (d) stormwater management facilities; and
- (e) amenity spaces and civic spaces.

Posting Requirements

7(1) The owner of a site to which this PDO applies must post or cause to be posted 1 sign giving notice of any proposed development of the site in accordance with this section.

7(2) The sign required under subsection (1) must be:

- (a) posted in a prominent location as determined by a designated employee;
- (b) printed in easily legible characters and at least:
 - (i) 4 feet by 8 feet in size where the site is greater than 10 acres in area; or
 - (ii) 2 feet by 3 feet in size for any other site;
- (c) maintained on the site in good condition to the satisfaction of the Director until an occupancy permit has been issued in respect of the site or the proposed development; and
- (d) in a form approved by the Director and including the following information:
 - (i) the address of the site;
 - (ii) the developer's name and contact information;
 - (iii) the general contractor's name and contact information;
 - (iv) a general description of the proposed development;
 - (v) a 3D rendering of the development;
 - (vi) a plan view of the development;
 - (vii) the number of dwelling units and the number of storeys; and
 - (viii) the square footage of all non-residential areas.

7(3) The owner of a site must submit a copy of the proposed sign to a designated employee for approval prior to posting a sign required by subsection (1) on the site and prior to the issuance of a development permit in respect of the site.

Framework Plan Density

8(1) For any site to which a Framework Plan applies, density is calculated separately for each Framework Effective Area and includes any building with associated amenity, landscape, parking, loading and service areas within that Framework Effective Area.

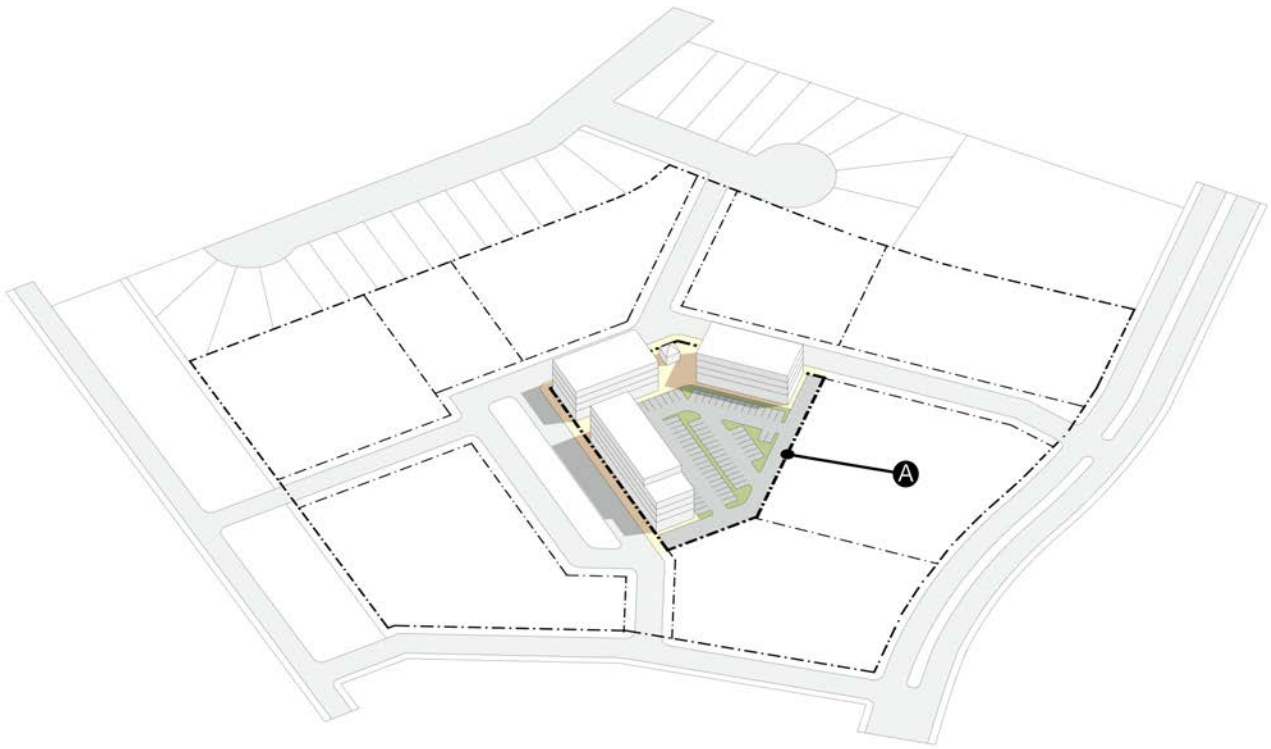


Figure 12 – Framework Effective Area within a Framework Plan

Pedestrian Accessibility

9 Every pedestrian route must comply with the *2015 City of Winnipeg Accessibility Design Standard, Third Edition*, as updated in September 2018, or any successor or amended accessibility design standard.

Lot Size and Lot Area

10 There is no minimum lot size or minimum lot area per dwelling unit.

Affordable Housing Required

10.1 Any site that includes more than 300 dwelling units must provide

- (a) at least 10% of those dwelling units as affordable housing units; and
- (b) proof of affordable housing units to the satisfaction of the Director.

Residential Uses Permitted

11 In addition to any permitted uses listed in the By-law, and subject to subsection 3(1), the following Residential and Residential-Related uses are permitted, regardless of zoning district:

- (a) Dwelling, live-work;
- (b) Dwelling, multi-family;
- (c) Dwelling, single-family detached;
- (d) Dwelling, two-family;
- (e) Assisted living facility;

- (f) Care home;
- (g) Dormitory; and
- (h) Single room occupancy.

Urban Mixed Use Corridors – Active Interior Space

12(1) Each site must include active interior space where the site:

- (a) abuts an Urban Mixed Use Corridor; and
- (b) is located within a “C2” Commercial Community zoning district.

12(2) Active interior space required under subsection (1) must be:

- (a) located at the ground floor along at least 70% of building facades at the frontage; and
- (b) a minimum of 20 feet deep along the frontage.

Parking and Loading Requirements

13(1) Despite subsection 4(2), and subject to this section, sections 161 to 177 of this By-law, both inclusive, apply in respect of off-street parking.

13(2) Each site must provide a minimum of 0.5 off-street parking spaces for each dwelling unit.

13(3) The minimum off-street parking required for a Restaurant use or a Drinking establishment use is 50% of the requirement under this By-law.

13(4) Despite anything else in this PDO, accessory off-street parking is not required for any site located within an urban infill area and fronting on Portage Avenue or Pembina Highway in accordance with s. 161(5) of this By-law.

13(5) Where off-street parking is required under this PDO or this By-law, 1 car share vehicle may be provided in place of up to 12 required off-street parking spaces.

13(6) Car share vehicles provided to satisfy off-street parking requirements in respect of a site must comply with the following standards:

- (a) the car share vehicle must be provided by a car share whose principal business objective is to provide its members with a fleet of shared vehicles which they may reserve on an hourly basis;
- (b) the car share vehicle, and an associated permanent parking space, must be provided on the site, to the satisfaction of the Director;
- (c) the maximum number of car share vehicles that may be provided to satisfy off-street parking requirements is:
 - (i) 2 car share vehicles for sites with fewer than 100 dwelling units; and
 - (ii) 3 car share vehicles for sites with more than 100 dwelling units; and
- (d) a maximum of 50% of total required off-street parking spaces may be satisfied by car share vehicles;

- 13(7)** The adjustment for car share vehicles may be combined with any with parking reductions for urban infill and mixed use, as applicable.
- 13(8)** Where an application for a development permit proposes to satisfy off-street parking requirements by providing car share vehicles, the application must include, to the satisfaction of the Director:
- (a) an agreement in principle with the car share;
 - (b) a plan showing the car share parking stall location approved by the car share; and
 - (c) a car share service description and detailed competitive user fee structure.

Bicycle Parking Requirements

- 14(1)** Despite subsection 4(2), and subject to this section, sections 161 to 177 of this By-law, both inclusive, apply in respect of bicycle parking requirements.
- 14(2)** For Residential and Residential-related uses, each site must provide 1 lockable bicycle parking space for every 2 dwelling units.
- 14(3)** For all other uses, the bicycle parking requirements of this By-law apply.

Amenity Space and Civic Space Required

- 15(1)** Any requirement to provide amenity space under this PDO may be satisfied by providing civic space.
- 15(1.1)** Any requirement to provide civic space under this PDO may be satisfied by providing a cash payment to the City in an amount equal to 10% of the appraised value of the proposed development of the site, as determined by the Director.
- 15(2)** No amenity space or civic space is required for any site abutting an Urban Mixed Use Corridor.
- 15(3)** Any site within the PDO Area that does not abut an Urban Mixed Use Corridor must provide amenity space with an area equal to at least 2% of the site area.
- 15(4)** The amenity space required under subsection (3) must
- (a) be located at ground level or on an above-grade open-air deck; and
 - (b) measure no less than 20 feet in any dimension.
- 15(5)** Any site with an area of 2 acres or larger that does not abut an Urban Mixed Use Corridor must provide civic space with an area equal to at least 4% of the site area.
- 15(6)** Civic space must be open to the public between 7:00 a.m. and 10:00 p.m. daily, and signage must be provided within the civic space indicating the hours the civic space is open to the public, the owner of the civic space and a contact number for maintenance.

Civic Space Types

16 Civic space must be provided in accordance with one of the following civic space types:

- (a) Multipurpose Field:
 - (i) Size: minimum 3 acres;
 - (ii) Proportion: maximum of 3:5;
 - (iii) Edging: streets or pedestrian routes on at least 2 sides;
 - (iv) Impervious: maximum 20%;
 - (v) Buildings: maximum of 2% of the civic space;
 - (vi) Landscaping: 20-foot deep landscape area at perimeter of the civic space with 2 trees required for every 40 linear feet and one tree for every 1,500 square feet; and
 - (vii) Seating: at least 1 bench for every 2,000 square feet;
- (b) Park:
 - (i) Size: minimum 1 acre;
 - (ii) Proportion: n/a, minimum 80-foot dimension;
 - (iii) Edging: streets or pedestrian routes on at least 2 sides;
 - (iv) Impervious: maximum 20%;
 - (v) Buildings: maximum of 5% of the civic space;
 - (vi) Landscaping: at least 1 tree for every 1,000 square feet; and
 - (vii) Seating: at least 1 bench for every 2,000 square feet;
- (c) Green:
 - (i) Size: minimum 0.5 acres;
 - (ii) Proportion: 0.2:1 – 1:1, 80-foot minimum dimension;
 - (iii) Edging: streets or pedestrian routes on at least 2 sides;
 - (iv) Impervious: maximum 20%;
 - (v) Buildings: maximum of 5% of the civic space;
 - (vi) Landscaping: at least 1 tree for every 2,000 square feet; and
 - (vii) Seating: at least 1 bench for every 3,000 square feet;
- (d) Square:
 - (i) Size: 0.2 – 3 acres;
 - (ii) Proportion: 0.25:1 – 1:1, 80-foot minimum dimension;
 - (iii) Edging: streets or pedestrian routes on at least 2 sides;
 - (iv) Impervious: maximum 35%;
 - (v) Buildings: maximum of 25% of the civic space;
 - (vi) Landscaping: at least 1 tree for every 1,500 square feet; and
 - (vii) Seating: at least 1 bench for every 2,000 square feet;
- (e) Plaza:
 - (i) Size: 0.1 – 2 acres;

- (ii) Proportion: 0.25:1 – 1:1, 40-foot minimum dimension;
 - (iii) Edging: streets or pedestrian routes on at least 2 sides;
 - (iv) Impervious: maximum 60%;
 - (v) Buildings: maximum of 15% of the civic space;
 - (vi) Landscaping: at least 1 tree for every 2,000 square feet; and
 - (vii) Seating: at least 1 bench for every 1,500 square feet;
- (f) Greenway:
- (i) Size: minimum 1 acre;
 - (ii) Proportion: n/a, 40-foot minimum dimension;
 - (iii) Edging: streets on at least 50% of the perimeter;
 - (iv) Impervious: maximum 15%;
 - (v) Buildings: maximum of 3% of the civic space;
 - (vi) Landscaping: at least 1 tree for every 1,500 square feet; and
 - (vii) Seating: at least 1 bench for every 3,000 square feet;
- (g) Pocket Park:
- (i) Size: 1,000 square feet – 0.25 acres;
 - (ii) Proportion: 0.25:1 – 1:1, 30-foot minimum dimension;
 - (iii) Edging: streets or pedestrian routes on at least one side;
 - (iv) Impervious: maximum 50%;
 - (v) Buildings: maximum of 5% of the civic space;
 - (vi) Landscaping: at least 1 tree for every 1,500 square feet; and
 - (vii) Seating: at least 1 bench for every 2,000 square feet;
- (h) Micro Forest:
- (i) Size: 1,000 square feet – 0.5 acres;
 - (ii) Proportion: 0.25:1 – 1:1, 30-foot minimum dimension;
 - (iii) Edging: streets or pedestrian routes on at least 2 sides;
 - (iv) Impervious: maximum 10%;
 - (v) Buildings: maximum of 5% of the civic space;
 - (vi) Landscaping: 80% tree canopy coverage; and
 - (vii) Seating: at least 1 bench for every 2,000 square feet; and
- (i) Community Garden may be located within:
- (i) Pocket Park, up to 50% of the area;
 - (ii) Greenway, up to 20% of the area;
 - (iii) Square, up to 20% of the area;
 - (iv) Green, up to 25% of the area;
 - (v) Park, up to 25% of the area; or
 - (vi) Multipurpose Field, up to 20% of the area.

Multipurpose Field



Park



Green



Square



Plaza



Greenway



Pocket Park



Community Garden



Figure 13 – Civic Space Types

Landscaping Requirements

- 17(1)** Every site abutting an Urban Mixed Use Corridor must provide at least 1 tree.
- 17(2)** Civic space must be landscaped in accordance with section 57.
- 17(3)** At least 50% of amenity space must be covered by tree canopy, calculated at two thirds of the estimated mature canopy of the selected tree species.
- 17(4)** Surface parking lots serving civic space or amenity space must include at least 1 tree for every 6 parking spaces.
- 17(5)** All landscaping must comply with the planting standards set out in section 18.

Planting Standards

- 18(1)** Despite subsection 4(2), sections 189, 192 and 193 of this By-law apply in respect of planting standards.
- 18(2)** Planted tree species must be diversified as follows:
 - (a) no more than 10% of any one tree species; and
 - (b) no more than 20% of any one genus.
- 18(3)** The following soil volumes for trees must be provided:
 - (a) for small-growing trees:
 - (i) at least 8 cubic metres of soil per tree for individual planting sites; and
 - (ii) at least 6 cubic metres of soil per tree where planting sites are shared;
 - (b) for medium-growing trees:
 - (i) at least 20 cubic metres of soil per tree for individual planting sites; and
 - (ii) at least 15 cubic metres of soil per tree where planting sites are shared; and
 - (c) for large-growing trees:
 - (i) at least 35 cubic metres of soil per tree for individual planting sites; and
 - (ii) at least 30 cubic metres of soil per tree where planting sites are shared.

Site Coverage

- 19(1)** Site coverage by buildings must not exceed:
 - (a) 80% for any site abutting an Urban Mixed Use Corridor; or
 - (b) 70% for any other site.
- 19(2)** Each site must provide pervious surface in the following amounts:
 - (a) at least 5% for any site abutting an Urban Mixed Use Corridor; or
 - (b) at least 10% for any other site.

19(3) Lot coverage and impervious surface area are calculated based on the Framework Plan Effective Area.

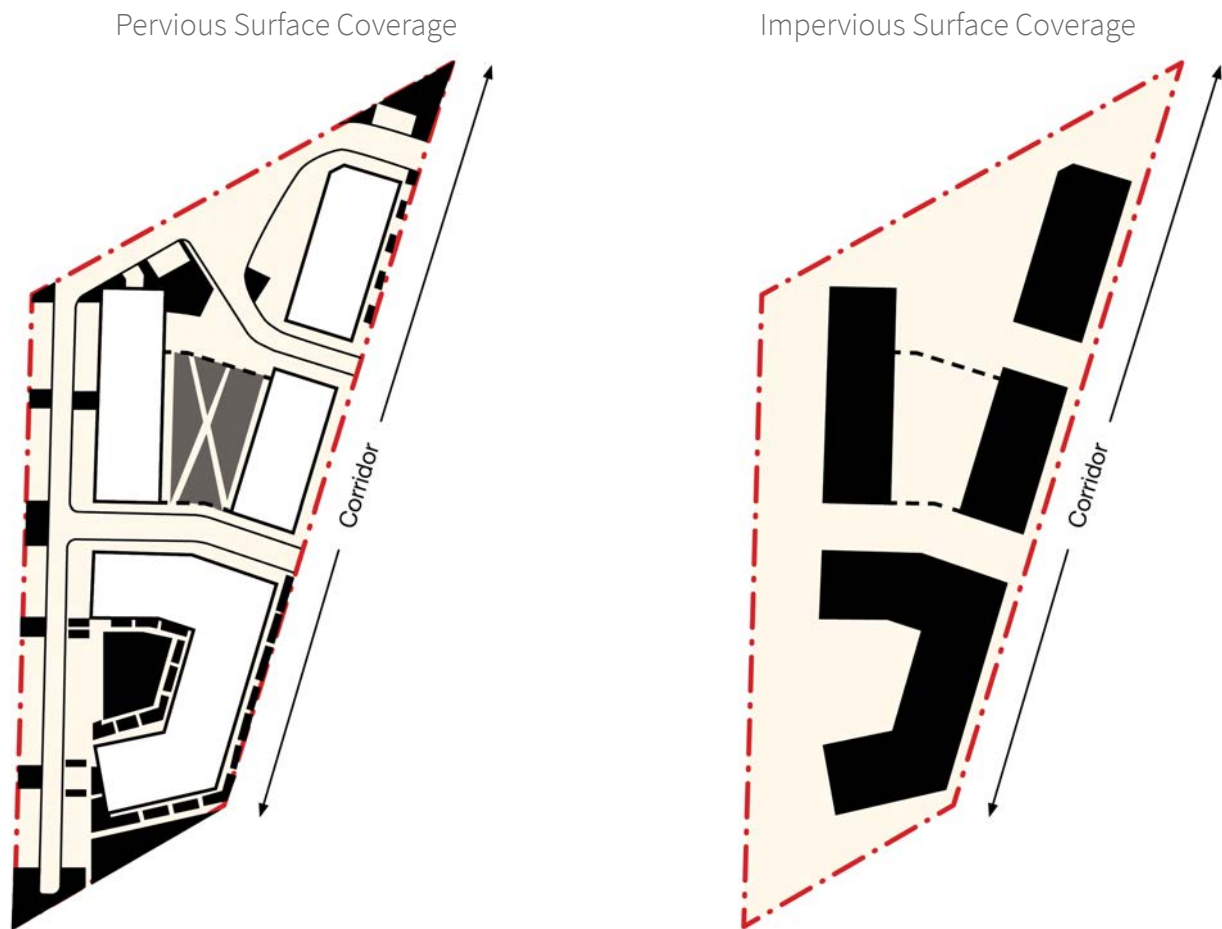


Figure 14 – Illustrated Site Coverage

Frontage Determination

20(1) Framework Streets are included when determining primary and secondary frontages.

20(2) Where a site abuts a single street, the site's primary frontage is along that street.

20(3) Where a site abuts an Urban Mixed Use Corridor and one or more other street, the site's primary frontage is along the Urban Mixed Use Corridor and the site's secondary frontages are along the other streets.

20(4) Subject to subsection (5), where a site abuts a Regional Mixed Use Corridor and one or more other street, the site's primary frontage may be along the Regional Mixed Use Corridor or along a street perpendicular to the Regional Mixed Use Corridor and the site's secondary frontages are along the other streets.

20(5) Where a site abuts a Regional Mixed Use Corridor and one or more A Streets, the site's primary frontage must be along an A Street.

20(6) Subject to subsection (7), where a site to which a Framework Plan applies abuts more than one street, the site's primary frontage may be along any of the streets.

20(7) Where a site to which a Framework Plan applies abuts one or more A Street, the site's primary frontage must be along an A Street.

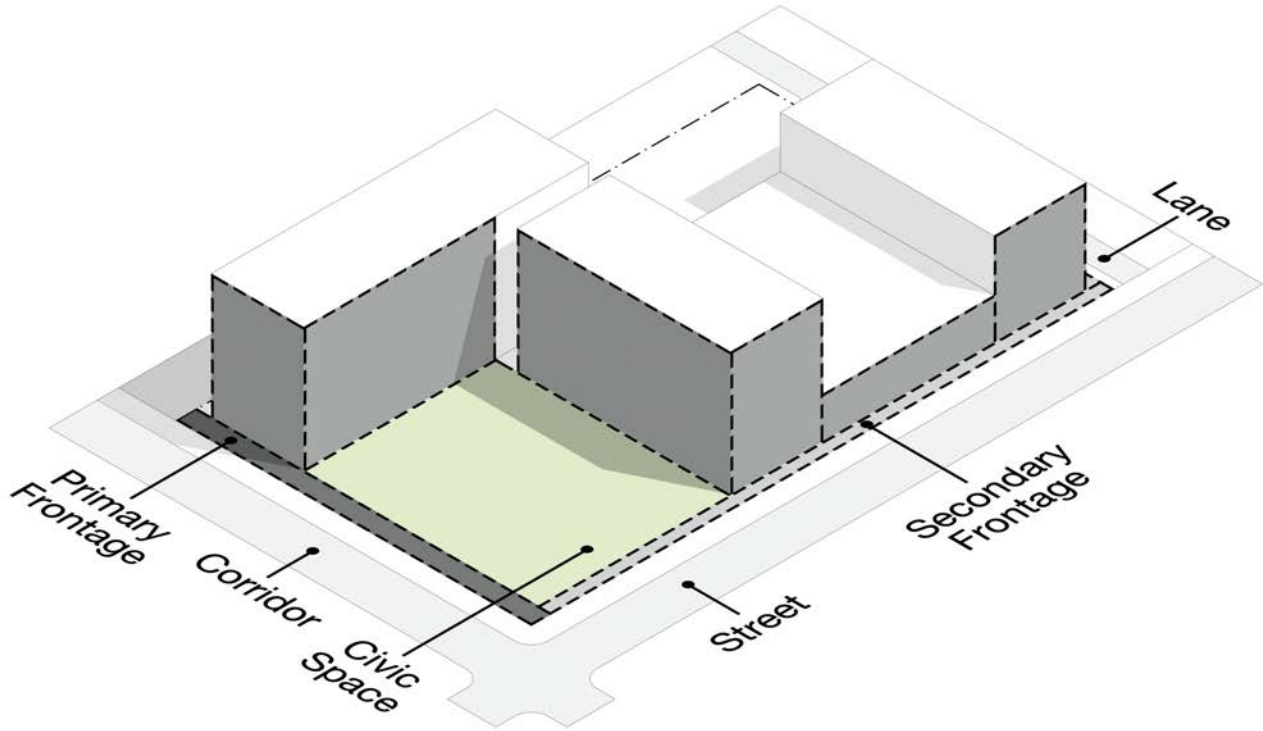


Figure 15 – Site Frontage Locations Within A Site

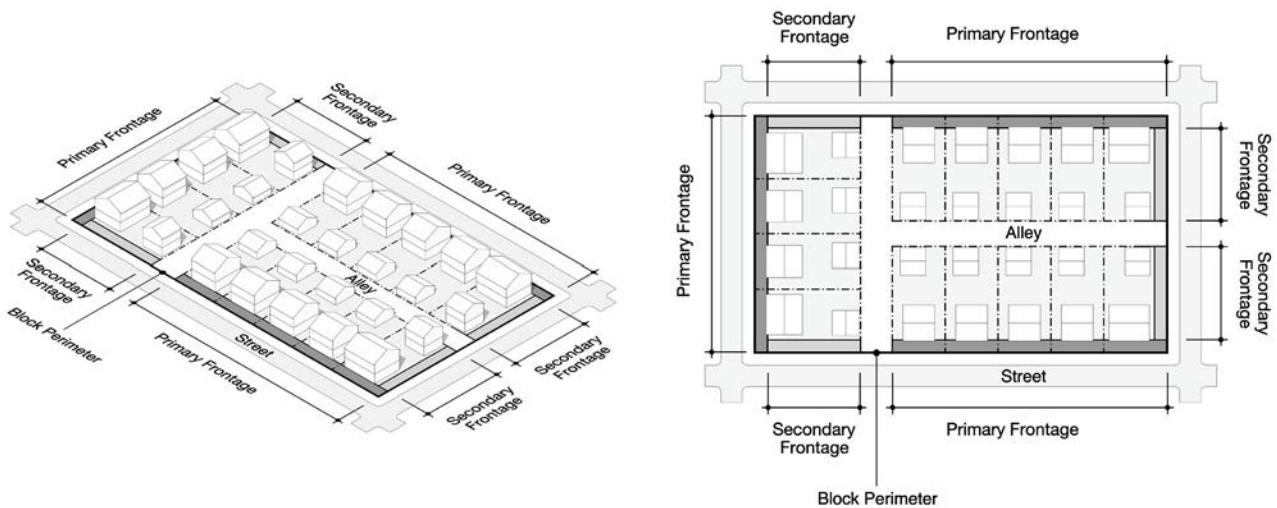


Figure 16 – Site Frontage Determination On A Site

Frontage Occupations

21(1) Buildings must not be setback from the site's frontages further than the maximum setback specified in Table 1 and Table 2.

21(2) Buildings must occupy:

- (a) 80% of build-to areas along primary frontages; and
- (b) 40% of build-to areas along secondary frontages.

21(3) Buildings must have active interior spaces located on the ground floor along:

- (a) frontages;
- (b) pedestrian routes; and
- (c) active transportation routes.

21(4) Buildings may include a forecourt along frontages where:

- (a) the forecourt has building facades with ground floor active interior spaces along 3 sides;
- (b) the forecourt is no longer than 80 feet in any direction; and
- (c) driveways within the forecourt are no wider than 22 feet and are not used for parking.

21(5) A building may be set back behind civic space relative to the frontage where:

- (a) civic space is provided along the frontage;
- (b) the building is located along the edge of the civic space and meets the percentages specified along primary and secondary frontages; and
- (c) no parking is located between the building and the abutting lot line, except where located along a driveway, designed to the standards of a Framework Street, that separates the civic space from the building.

21(6) Where a building does not meet the minimum percentages required by this PDO, the building must be oriented such that its longest dimension is along the primary frontage.

Frontage Design – General

22(1) Buildings along frontages must comply with the following glazing standards:

- (a) subject to subsections 23(4) and 24(4), building facades along frontages must have a minimum of 25% glazing, calculated separately for each building storey and including muntins and frames; and
- (b) the maximum distance between glazed openings or doors along frontages is 20 feet.

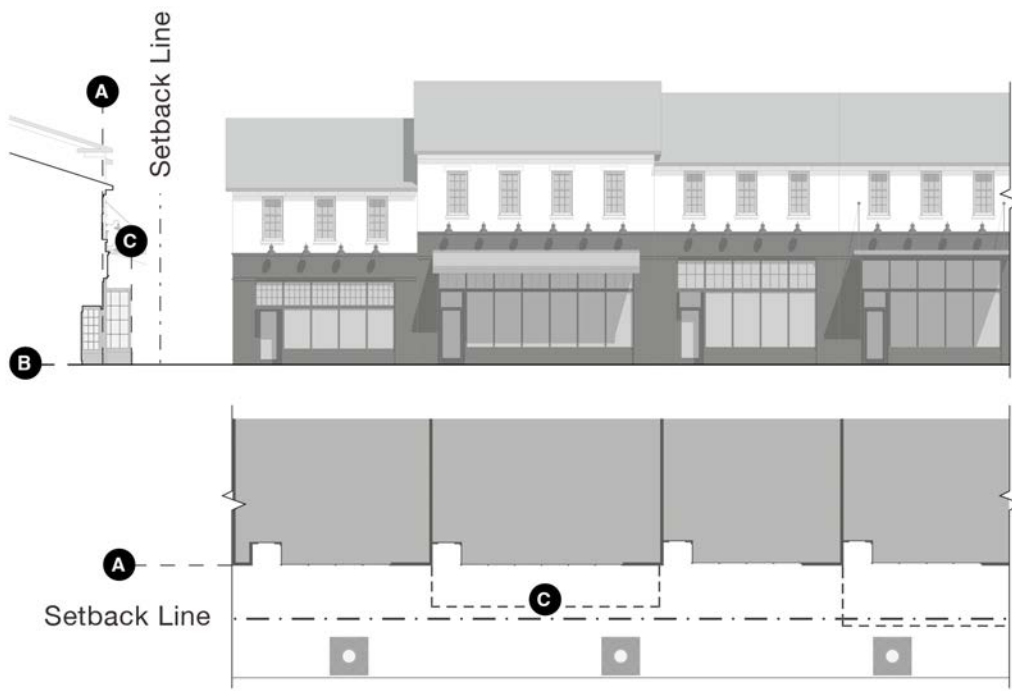


Figure 17 - Illustrated Glazing Requirements

22(2) Regardless of frontage condition type, building entries along frontages must comply with the following standards:

- (a) buildings and separate ground floor tenant spaces along frontages must have their primary entry from the frontage; and
- (b) entry requirements are cumulative and where there are multiple frontage conditions, multiple entries may be required.

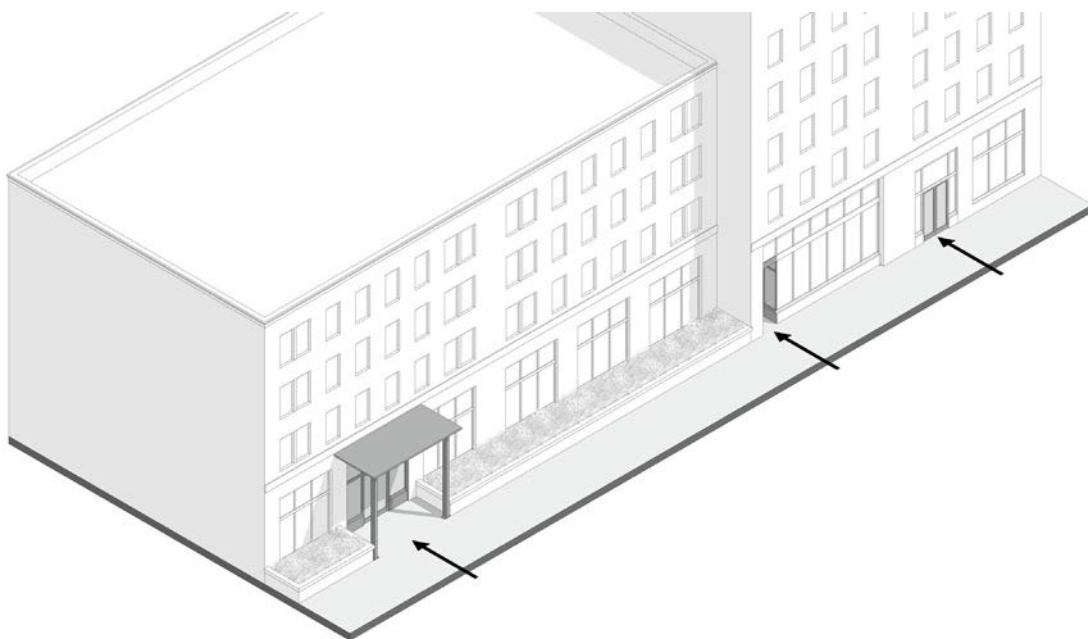


Figure 18 – Building Entry Location Diagram

22(3) Site, building and landscape design within frontages are subject to the requirements set out in Table 1 and Table 2, based on the ground floor use and setback distance, subject to the following:

- (a) access to sites to which a Framework Plan does not apply must be limited; and
- (b) where the ground floor use or building setback changes along a frontage, the site, building and landscape design for each segment of the building must comply with the requirements set out in Table 1 and Table 2.

Frontages on Urban Mixed Use Corridors and Framework Streets				
Setback	2 to 6 feet	6 to 12 feet	12 to 20 feet	Over 20 feet
Ground floor use				
Single-family	Urban stoop or embedded porch	Fenced yard or raised yard	Fenced yard	Fenced yard
Townhouse, Small multi-family	Urban stoop or embedded porch	Door yard or raised yard	Door yard	Not permitted
Large Multi-family Residential, Public and Institutional	Common entry and embedded porch or urban stoop to access ground floor dwelling units Forecourt optional	Common entry and door yard to access ground floor dwelling units Forecourt optional	Not permitted	Not permitted
Commercial Sales and Service, Public and Institutional	Sidewalk extension Forecourt optional	Sidewalk extension or fenced terrace Forecourt optional	Not permitted	Not permitted

Table 1 – Urban Mixed Use Corridors and Framework Streets

Frontages on Regional Mixed Use Corridors and Mall Sites				
Setback	2 to 6 feet	6 to 12 feet	12 to 20 feet	Over 20 feet
Ground floor use				
Single-family	Not permitted	Not permitted	Fenced yard or Raised Yard	Civic space required, building setback is calculated from the edge of the civic space and related streets or driveways
Townhouse, Small multi-family	Not permitted	Door yard	Door yard	
Large Multi-family Residential, Public and Institutional	Common entry and optional embedded porch or urban stoop to access ground floor dwelling units Forecourt optional	Common entry and optional door yard to access ground floor dwelling units Forecourt optional	Common entry and door yard to access ground floor dwelling units Forecourt optional	
Commercial Sales and Service, Public and Institutional	Sidewalk extension Forecourt optional	Sidewalk extension or fenced terrace Forecourt optional	Public frontage Forecourt optional	

Table 2 – Regional Mixed Use Corridors and Sites Greater than 10 Acres in Area

Sidewalk Extension Frontage Design

23(1) No privacy barrier is required for a sidewalk extension frontage.

23(2) The pavement of a sidewalk extension frontage must be of a contrasting colour from the sidewalk to define the intended path of travel.

23(3) A sidewalk extension frontage must be landscaped as follows:

- (a) the setback area must be paved except for permitted landscaping;
- (b) landscaping is limited to a maximum of 40% of the frontage;
- (c) landscaping must be in raised planters or containers that are at least 18 inches tall; and
- (d) where the setback is 8 feet or greater, 1 tree is required for every 500 square feet of setback area.

23(4) Entries and glazing for a building facade along a sidewalk extension frontage must comply with the following:

- (a) ground floor facades must have a minimum of 50% glazing, measured between 3 and 8 feet above grade; and
- (b) each ground floor tenant along the frontage requires at least on entry from the frontage.



Figure 19 – Illustrated Entry and Glazing Requirements

23(5) Projections into a sidewalk extension frontage must comply with the following:

- (a) awnings, canopies and display windows are permitted to project into the sidewalk extension frontage up to the lot line of the site or the Framework Block; and
- (b) awnings and canopies must be a minimum of 6 feet deep with a minimum clearance of 8 feet.

23(6) In addition to outdoor seating, the following accessory uses are permitted within a sidewalk extension frontage, provided the use does not encroach into the sidewalk:

- (a) Outdoor dining/drinking area; and
- (b) Outside display and sales

Public Frontage Design

24(1) A public frontage must comply with the following privacy requirements:

- (a) a planting and furnishing area at least 8 feet deep must be provided adjacent to the sidewalk to delineate the site from the sidewalk; and
- (b) a walkway at least 5 feet wide must be provided along and abutting the building to provide access to ground floor uses.

24(2) The pavement within a public frontage must be of a contrasting colour from the sidewalk to define the intended path of travel.

24(3) A public frontage must be landscaped as follows:

- (a) trees must be provided within the planting and furnishing area at a minimum spacing of one tree for every 40 linear feet of frontage;
- (b) the planting and furnishing area must be configured with an open or covered tree vault, soil cell or long planter as specified in subsection 57(2) for Framework Streets; and
- (c) landscaping other than that within an open or covered tree vault, soil cell or long planter must not exceed 20% of the frontage area and must be in raised containers.

24(4) Subsections 23(4), 23(5) and 23(6) apply in respect of a public frontage.

Fenced Terrace Frontage Design

25(1) A fenced terrace frontage must be separated from the sidewalk by a wall, fence or hedge;

25(2) The pavement within a fenced terrace frontage must be of a contrasting colour from the sidewalk to define the intended path of travel.

25(3) A fenced terrace frontage must be landscaped with one tree provided for every 40 linear feet of frontage.

25(4) Entries along a fenced terrace frontage must comply with the following:

- (a) entries to ground floor uses must be directly accessible from an entry through the wall, fence or hedge; and
- (b) at least one entry must be provided for each main floor tenant along the frontage.

25(5) Projections into a fenced terrace frontage must comply with the following:

- (a) awnings, canopies and display windows are permitted to project into the fenced terrace frontage up to the lot line of the site or the Framework Block;
- (b) awnings and canopies must be at least 6 feet deep must have a clearance of at least 8 feet; and
- (c) the fenced terrace frontage setback area may be fully covered.

25(6) Subsection 23(6) applies in respect of a fenced terrace frontage.

Common Entry Frontage Design

26(1) A common entry frontage must be delineated from the sidewalk as follows:

- (a) where the setback is greater than 3 feet, a raised planter must be provided between the building and the lot line of the site; and
- (b) the pavement within a fenced terrace frontage must be of a contrasting colour from the sidewalk to define the intended path of travel.

26(2) A common entry frontage must be landscaped as follows:

- (a) landscaping must be in raised planters that are at least 18 inches tall;
- (b) 3 shrubs must be provided for every 20 linear feet of raised planter;
- (c) where the setback is greater than 3 feet, the setback area must be landscaped except for the area up to 10 feet on either side of building entries; and
- (d) where the setback is greater than 5 feet, 1 tree must be provided for every 35 linear feet of raised planter.

26(3) Entries along a common entry frontage must comply with the following:

- (a) each building along the frontage must have at least one entry from the frontage; and
- (b) buildings that are longer than 150 feet along the frontage must have a second entry.

26(4) Projections into a fenced terrace frontage must comply with the following:

- (a) canopies, bay windows and balconies are permitted to project into the common entry frontage up to the lot line of the site or Framework Block; and
- (b) canopies must be at least 6 feet deep and must have a clearance of at least 8 feet.

26(5) A common entry frontage may be used to access building entries.

Urban Stoop Frontage Design

27(1) No privacy barrier is required for an urban stoop frontage

27(2) The pavement within a fenced terrace frontage must be of a contrasting colour from the sidewalk to define the intended path of travel.

27(3) Landscaping is not required in respect of an urban stoop frontage; however, if landscaped, all landscaping must comply with the following:

- (a) landscaping must be in raised planters that are at least 18 inches tall;
- (b) 3 shrubs must be provided for every 20 linear feet of raised planter; and
- (c) where the setback is greater than 5 feet, 1 tree must be provided for every 35 linear feet of raised planter.

27(4) Entries along an urban stoop frontage must comply with the following:

- (a) access to building entries must be covered; and
- (b) entry coverings must provide a clearance of at least 8 feet.

27(5) Bay windows, balconies and entry coverings are permitted to project into the urban stoop frontage up to the lot line of the site or Framework Block.

27(6) No accessory uses are permitted within an urban stoop frontage.

Embedded Porch Frontage Design

28(1) An embedded porch must be separated from the embedded porch frontage by a wall, fence or hedge.

28(2) The pavement within an embedded porch frontage must be of a contrasting colour from the sidewalk to define the intended path of travel.

28(3) All landscaping of an embedded porch frontage must comply with the following:

- (a) any embedded porch frontage with a setback greater than 2 feet must be landscaped;
- (b) landscaping must be in raised planters that are at least 18 inches tall;
- (c) 3 shrubs must be provided for every 20 linear feet of raised planter; and
- (d) where the setback is greater than 5 feet, one tree must be provided for every 35 linear feet of raised planter.

28(4) Entries along an embedded porch frontage must comply with the following:

- (a) a walkway must be provided to access each embedded porch;
- (b) each ground floor dwelling unit along the frontage must have an embedded porch; and
- (c) embedded porches must provide access to the associated ground floor dwelling unit.

28(5) Bay windows and balconies are permitted to project into an embedded porch frontage up to the lot line of the site or Framework Block.

28(6) An embedded porch frontage may be used as private outdoor space for ground floor dwelling units.

Door Yard Frontage Design

29(1) A door yard frontage must be separated from the sidewalk by a wall, fence or hedge.

29(2) The pavement within an embedded porch frontage must be of a contrasting colour from the sidewalk to define the intended path of travel.

29(3) A door yard frontage must be landscaped in accordance with the following:

- (a) at least 40% of the frontage setback area must be landscaped;
- (b) one tree must be provided for every 35 linear feet of frontage length.

29(4) Entries along a door yard frontage must comply with the following:

- (a) entries to ground floor dwelling units must be directly accessible from an entry through the wall, fence or hedge; and
- (b) at least one entry must be provided for each ground floor dwelling unit along the frontage.

29(5) Bay windows, balconies, porches and entry coverings are permitted to project up to 6 feet into a door yard frontage.

29(6) A door yard frontage may be used as private outdoor space for ground floor dwelling units.

Fenced Yard Frontage Design

30(1) A fenced yard frontage must be separated from the sidewalk by a wall, fence or hedge.

30(2) The pavement within an embedded porch frontage must be of a contrasting colour from the sidewalk to define the intended path of travel.

30(3) A fenced yard frontage must be landscaped in accordance with the following:

- (a) at least 60% of the frontage setback area must be landscaped; and
- (b) one tree must be provided for every 35 linear feet of frontage length.

30(4) At least one entry must be provided to access the frontage setback area and to provide access to the building entry.

30(5) The following projections into a fenced yard frontage are permitted:

- (a) bay windows and balconies, to a maximum projection of 6 feet; and
- (b) entry coverings and porches, to a maximum projection of 8 feet.

Raised Yard Frontage Design

31(1) A raised yard frontage design must be separated from the sidewalk by a change in elevation, with a minimum elevation of 18 inches above sidewalk level and a maximum elevation of 30 inches above sidewalk level.

31(2) Fences along a raised yard frontage must be 50% transparent.

31(3) The pavement within a raised yard frontage must be of a contrasting colour from the sidewalk to define the intended path of travel.

31(4) A raised yard frontage must be landscaped in accordance with the following:

- (a) at least 60% of the frontage setback area must be landscaped;
- (b) one tree must be provided for every 35 linear feet of frontage length.

31(5) A walkway directly accessing the building entry must be provided.

31(6) The following projections into a raised yard frontage design are permitted:

- (a) bay windows and balconies, to a maximum projection of 6 feet; and
- (b) entry coverings and porches, to a maximum projection of 8 feet.

Forecourt Frontage Design

32(1) The pavement within a forecourt frontage must be of a contrasting colour from the sidewalk to define the intended path of travel.

32(2) Forecourts must be between 400 and 4,800 square feet in area and must be lined by building facades on 3 sides.

32(3) Forecourts may be separated from the sidewalk by a hedge or wall.

32(4) A forecourt frontage must be landscaped in accordance with the following:

- (a) one tree must be provided for every 800 square feet of forecourt area, with a minimum of one tree provided;
- (b) required trees may be clustered in accordance with the City's tree spacing guidelines; and
- (c) landscaped areas of a non-enclosed forecourt must be raised at least 18 inches.

32(5) Projections into a forecourt frontage are permitted in accordance with the following:

- (a) display windows are permitted projections to a maximum projection of 4 feet;
- (b) bay windows and balconies are permitted projections to a maximum projection of 6 feet;
- (c) entry coverings and porches are permitted projections to a maximum projection of 8 feet;
- (d) awnings and canopies are permitted projections to a maximum projection of 14 feet;
- (e) awnings and canopies must be at least 6 feet deep with a clearance of at least 8 feet; and
- (f) a forecourt frontage may be fully covered.

32(6) Provided the use does not encroach into the sidewalk, a forecourt frontage may be used for:

- (a) access to building entries;
- (b) outdoor seating;

- (c) outdoor dining;
- (d) merchandise display; or
- (e) amenity space.

Vehicle Areas Within Frontages

33(1) Subject to this section, driveways may only access off-street parking and loading areas.

33(2) Drive-throughs and queuing lanes must not be located within primary or secondary frontages.

33(3) Surface parking must not be located within primary or secondary frontages, unless:

- (a) the parking is located along a driveway separating civic space from buildings; and
- (b) the driveway is designed to the standards of a Framework Street.

33(4) Ground floor parking in buildings is permitted along primary or secondary frontages where:

- (a) the parking is set back at least 20 feet from the building façade; and
- (b) the building area between the parking and the frontage is lined by active interior spaces.

33(5) Below grade parking is permitted and may extend into the frontage setback area where:

- (a) the parking is not visible from the frontage; and
- (b) parking ventilation within the frontage is located at least 12 feet above the sidewalk level.

33(6) Parking above ground level is permitted along primary or secondary frontages where:

- (a) the parking is set back at least 20 feet from building façades and is lined by other uses; or
- (b) building facades along the parking continues the appearance of the building façade as follows:
 - (i) openings must be no larger than the average opening of other upper storeys;
 - (ii) opening proportions must be equivalent to the average proportion of openings of other upper storeys;
 - (iii) openings must not be spaced more than 12 feet apart or the average of the spacing of other upper-storey openings, whichever is greater; and
 - (iv) openings along each storey and façade must meet the minimum percentage requirement for glazing.

33(7) Parking areas located within 25 feet of primary or secondary frontage lines must be screened by:

- (a) a hard-surfaced wall between 36 and 48 inches tall and set back between 2 and 6 feet from the frontage line;

- (b) landscaping in a raised planter that is at least 18 inches tall and located between the wall and the sidewalk;
- (c) a planting bed that is at least 8 feet deep and is located between the wall and the parking area; and
- (d) large shade trees within the required planting bed, spaced no more than 40 feet apart on centre along the frontage.

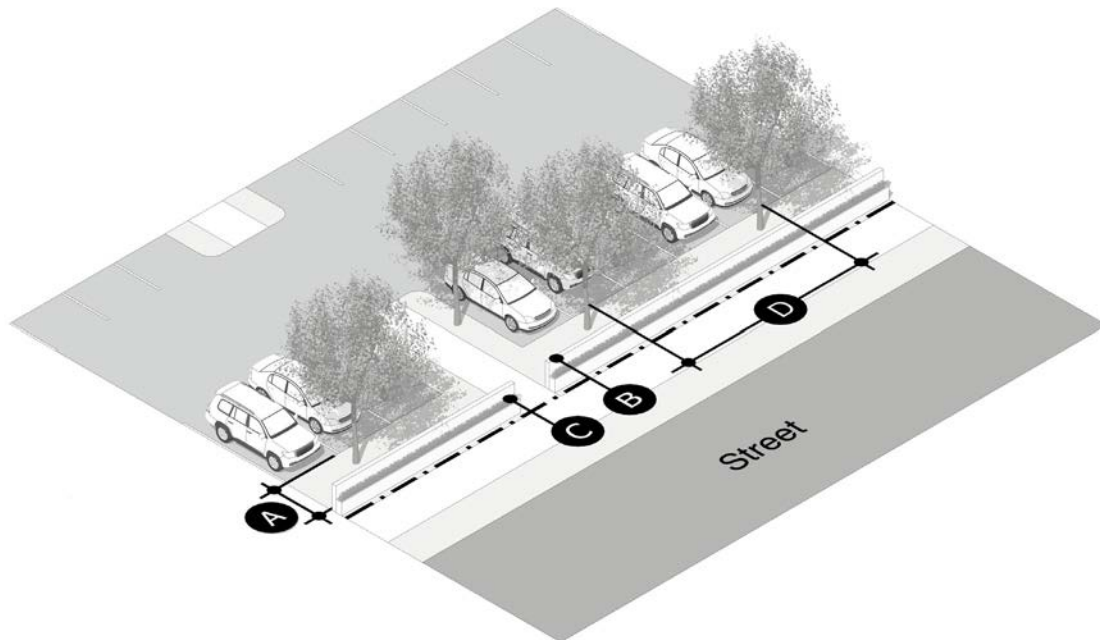


Figure 20 – Illustrated Screening Standards for Parking Areas

Building Setbacks

34(1) Buildings must be set back from the lot lines of a site or Framework Block in accordance with this section.

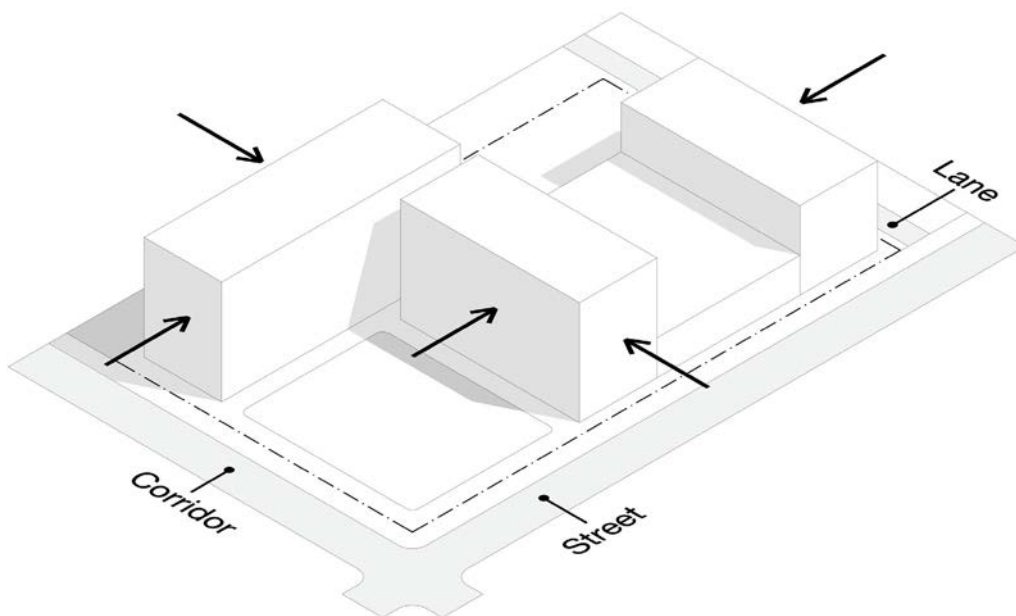


Figure 21 – Building Setback Standards within a Street

- 34(2)** A front yard setback of at least 2 feet must be provided along primary and secondary frontages.
- 34(3)** Buildings must be set back from lanes as follows:
- (a) at least 2 feet;
 - (b) at least 12 feet for any storey containing a residential use where windows to the living space or a bedroom within a dwelling unit faces the lot line; or
 - (c) such setback as required by a 45-degree angular plane, where applicable.
- 34(4)** A side yard setback must be provided as follows:
- (a) no setback is required in respect of zero lot line buildings;
 - (b) at least 4 feet; or
 - (c) at least 12 feet for any storey containing a residential use where windows to the living space or a bedroom within a dwelling unit faces the lot line.
- 34(5)** A rear yard setback must be provided as follows:
- (a) at least 10 feet;
 - (b) at least 12 feet for any storey containing a residential use where windows to the living space or a bedroom within a dwelling unit faces the lot line; or
 - (c) such setback as required by a 45-degree analysis, where applicable.
- 34(6)** Subject to subsection 34(7), in order to maintain adequate sightlines for vehicles entering a major street, no fence, wall, structure, building, statue, hedge, shrub or planter between 2.5 and 8 feet in height must be located within the areas denoted as clear sight triangles in Figure 22 adjacent to stop controlled streets and public lanes.

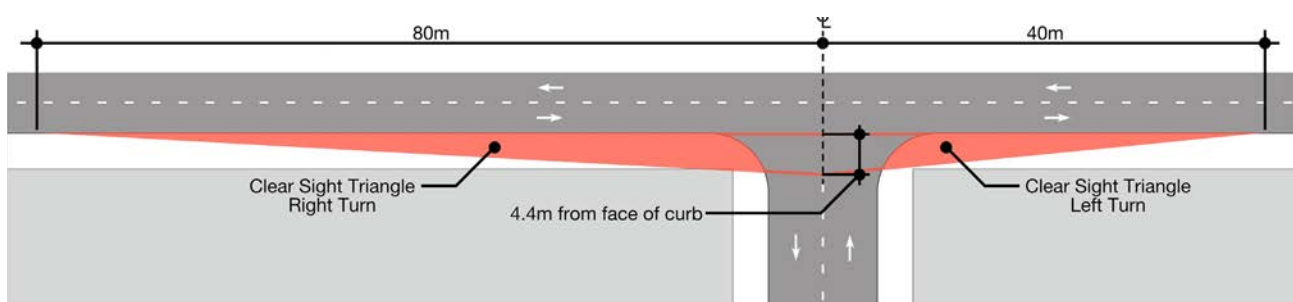


Figure 22 - Sightline Requirements At Intersections

- 34(7)** The Clear Sight Triangle Left Turn sightline requirement does not apply where left turns and through vehicular movements are prohibited, and the Clear Sight Triangle Right

Development In Proximity To Rail Operations

- 35(1)** Where required under subsection 6(1), a Development Viability Assessment must be completed by a professional engineer to the satisfaction of the Director and must:

- (a) provide a comprehensive assessment of the site conditions of the site, including an evaluation of any potential conflicts with the proposed development that may result from its proximity to a railway or rail yard;
- (b) evaluate any potential impacts on the operation of the railway as a result of the proposed development, both during the construction phase and afterwards;
- (c) identify potential hazards and risks associated with the proposed development on the site; and
- (d) include:
 - (i) details of the site, including topography, soil conditions, and proximity to the railway corridor;
 - (ii) details of the railway corridor, including track geometry or alignment, the existence of junctions, and track speed;
 - (iii) details of the proposed development, including the number of potential residents, proposed collision protection in the event of a train derailment; and
 - (iv) construction details.

35(2) Development authorized by a development permit to which a Development Viability Assessment applies must comply with the recommendations of the Development Viability Assessment.

Noise Attenuation

36(1) The exterior wall of buildings within 50 feet of the following streets must have a sound transmission class rating of 50 or above:

- (a) Kenaston Boulevard;
- (b) Sterling Lyon Parkway; and
- (c) Lagimodiere Boulevard.

Projections Permitted

37(1) Projections into setbacks are permitted in accordance with this By-law, subject to the restrictions in this PDO.

37(2) Setbacks must be landscaped as follows:

- (a) for any site or Framework Block that abuts an R1, R2 or RMF-S zoning district:
 - (i) one tree must be provided for every 35 linear feet of lot line, to be located within 10 feet of the lot line; and
 - (ii) a 6-foot tall fence must be installed within the site or Framework Block along the entirety of the lot line;
- (b) where the setback, other than a front yard setback, is 6 feet or greater, at least one tree must be provided for every 35 linear feet of lot line, to be located within 10 feet of the lot line;

- (c) front yard setbacks must be landscaped in accordance with the frontage design provisions of this PDO;
- (d) required trees may be clustered.

37(3) Where the setbacks set out in this PDO conflict with the Special Yard requirements of this By-law, the Special Yard requirements prevail.

Building Heights

38(1) Except for permitted vertical projections under s. 160 of this By-law, building heights are limited as follows:

- (a) buildings located along streets with a right-of-way less than 80 feet wide must not exceed 75 feet in height;
- (b) buildings located along streets with a right-of-way between 80 and 100 feet wide must not exceed 105 feet in height;
- (c) buildings located along streets with a right-of-way more than 100 feet wide must not exceed:
 - (i) 150 feet in height; or
 - (ii) 200 feet where the building or portion thereof is located more than 75 feet from the lot line of any site or Framework Block; and
- (d) for buildings to which a 45-degree analysis applies, buildings must not exceed the 45-degree angular plane.

38(2) Ground floor height for non-residential uses must provide a height of at least 14 feet measured from finished floor to finished ceiling.

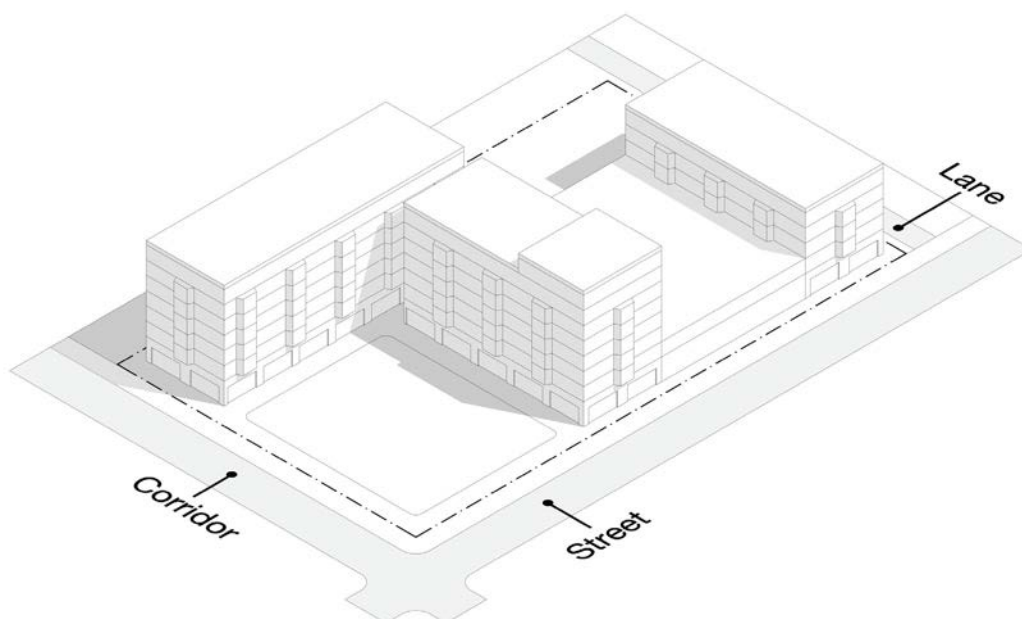


Figure 23 – Building Design Standards Within A Site

Building Massing

- 41** Buildings that are longer than 100 feet in length along frontages must provide at least one of the following articulation options, and buildings that are longer than 200 feet in length along frontages must provide at least 2 of the following articulation options:
- (a) change in height:
 - (i) height of the building must vary by at least one storey; and
 - (ii) at least 25% of the length of the façade must be at a lower height than the rest of the façade;
 - (b) change in horizontal plane:
 - (i) at least 25% of the length of the façade must be set back further than the rest of the façade; and
 - (ii) the minimum depth of the setback is 2 feet;
 - (c) projecting bays:
 - (i) at least 25% of the length of the façade must include projecting bays, not including projecting balconies;
 - (ii) for buildings with 3 or more storeys, each projecting bay must vertically span at least 2 storeys; and
 - (iii) projecting bays must project at least 2 feet forward from the façade;
 - (d) embedded bays:
 - (i) at least 25% of the length of the façade must include embedded bays, including embedded balconies;
 - (ii) for buildings with 3 or more storeys, each embedded bay must vertically span at least 2 storeys; and
 - (iii) embedded bays must be embedded at least 6 feet in from the façade.

Building Materials

- 42(1)** Façades must be comprised of no more than 3 materials.
- 42(2)** Materials must transition horizontally, except projections may be a different material.
- 42(3)** Heavier materials (such as stone or brick) must be below lighter materials (such as wood or composite).
- 42(4)** First floor finish materials must be hard surfaced.
- 42(5)** Materials used along frontages must continue for at least 3 feet along adjacent building facades that do not face frontages.

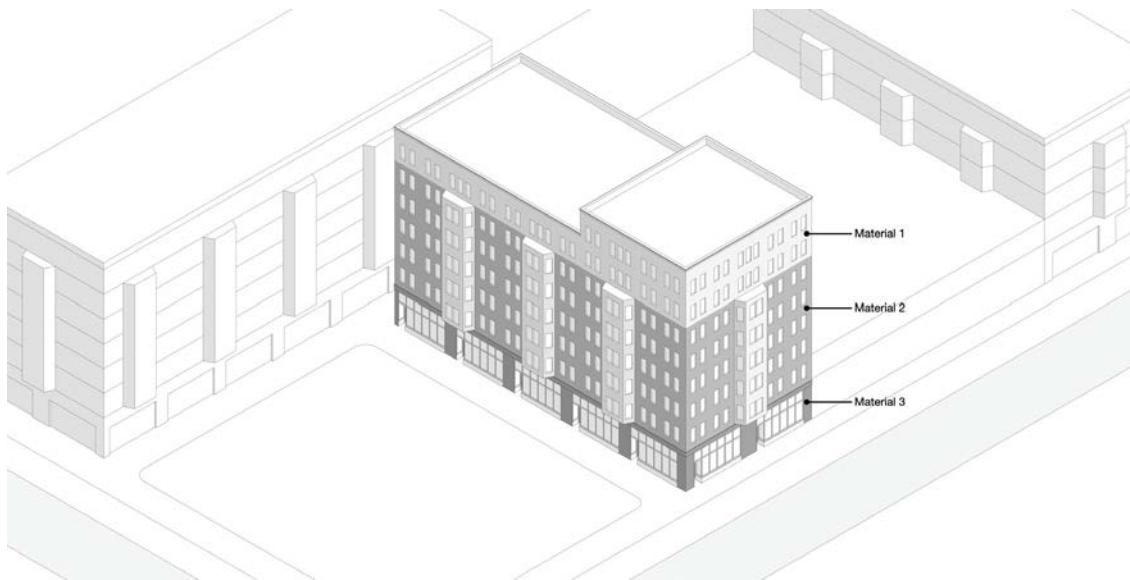


Figure 24 – Illustrated Material Standards for Building Facades

Bird Friendly Window Design

42.1 New buildings and building retrofits must be designed in accordance with the following standards:

- (a) exterior window treatments must be applied to the exterior glass surface up to 16 metres above grade or to the top of the mature tree canopy, whichever is higher;
- (b) exterior window treatments must be designed to withstand exposure to the elements and window cleaning; and
- (c) visual markers must:
 - (i) be spaced no further than 5 x 5 cm (2 x 2 inches) apart;
 - (ii) be no smaller than 0.25 inches in diameter; and
 - (iii) stand out in contrast to the transparent or reflective glass surface under varying daylight conditions, with duotone markers used where possible.

Fencing

43(1) The fencing standards in section 194 of this By-law apply.

43(2) Fencing located within the setback area of a frontage must meet the applicable frontage design standards under this PDO.

43(3) Civic Space may be fenced in accordance with the following:

- (a) fence openings must be provided for every 20 feet of fencing length; and
- (b) fences located along the edge of the civic space must not be taller than 3 feet in height.

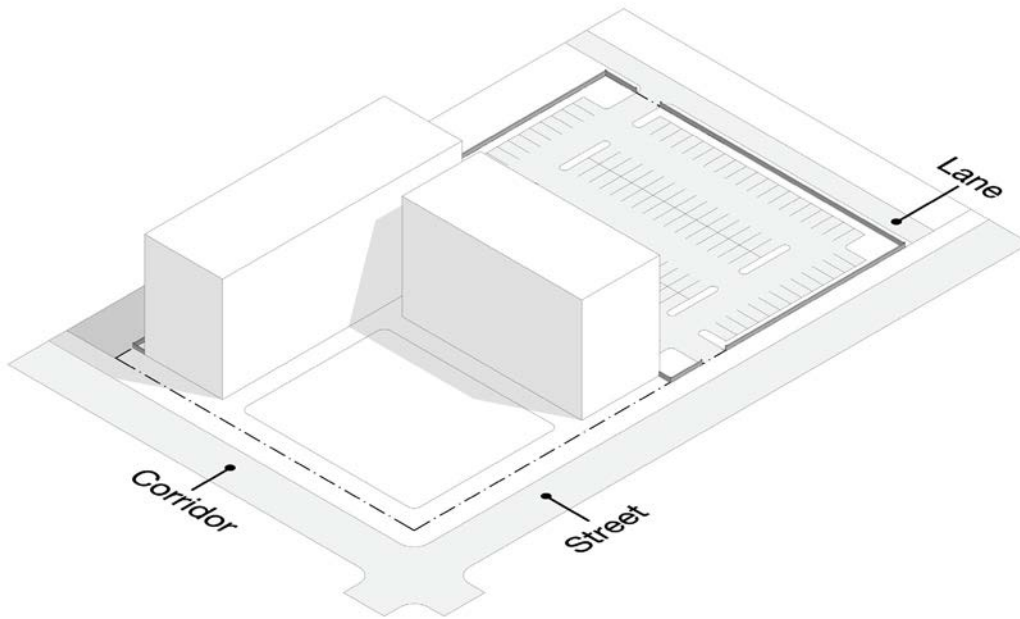


Figure 25 – Fencing Location Standards Within A Site

Vehicle Parking Locations

- 44(1)** Subject to subsection (2), surface parking areas must be set back at least 5 feet from side or rear lot lines.
- 44(2)** The setback required under subsection (1) is not required where the surface parking area is connected to a surface parking area on an abutting site or Framework Block.
- 44(3)** Above-ground structured parking must be
- (a) set back at least 10 feet from side or rear lot lines; and
 - (b) buffered by canopy trees, spaced no more than 30 feet on centre along shared lot lines.
- 44(4)** Parking areas are not required to be set back from lanes.

Parking Lot Design

- 45** Section 172 of this By-law applies, except that berming is not permitted as a buffering option for parking areas.

Loading, Service and Storage Areas

- 46(1)** Loading spaces are required in accordance with section 173 of this By-law.
- 46(2)** Loading, service and storage areas are not permitted within front or side yards along primary or secondary frontages and must be set back at least 5 feet from side or rear lot lines.
- 46(3)** Loading, service and storage areas must be screened as follows:
- (a) screening required for parking along frontages is sufficient to screen loading, service

- and outdoor storage areas along those frontages;
- (b) screening along side and rear lot lines must consist of a 6-foot tall opaque fence or wall and be located
 - (i) along the lot line; or
 - (ii) between the loading, service or outdoor storage area and the lot line; and
- (c) indoor storage within buildings does not require screening.

Pedestrian and Bicycle Access

47(1) Pedestrian walkways must be provided between public sidewalks and:

- (a) all building entrances and points of egress;
- (b) parking areas;
- (c) service areas;
- (d) ground floor amenity spaces; and
- (e) paths and pathways where required by the City's pedestrian and cycling strategies.

47(2) Within surface parking areas with more than 50 parking spaces, pedestrian walkways must be:

- (a) located between every 3 parking rows;
- (b) located perpendicular to parking rows every 30 spaces; and
- (c) accompanied by landscape strips at least 5 feet wide on both sides of the walkway.

47(3) Pedestrian walkways must be:

- (a) at least 5 feet wide; and
- (b) paved in a contrasting color from the surrounding area to define the intended path of travel.

47(4) Bicycle access routes must be provided as follows:

- (a) between on-site bicycle parking areas, active transportation paths, and public streets;
- (b) bicycle access must be provided through the site if it is more than 2 acres and has access to active transportation paths on multiple sides; and
- (c) constructed as paths and pathways where indicated in the City's adopted path and pathway plan and policies.

47(5) Pedestrian walkways and bicycle access routes must be built in accordance with the following:

- (a) for pedestrian walkways, the Private Development Requirements for Pedestrian Routes identified in the City of Winnipeg Accessibility Design Standards; and
- (b) for paths and pathways, the City of Winnipeg Public Works Department standards.

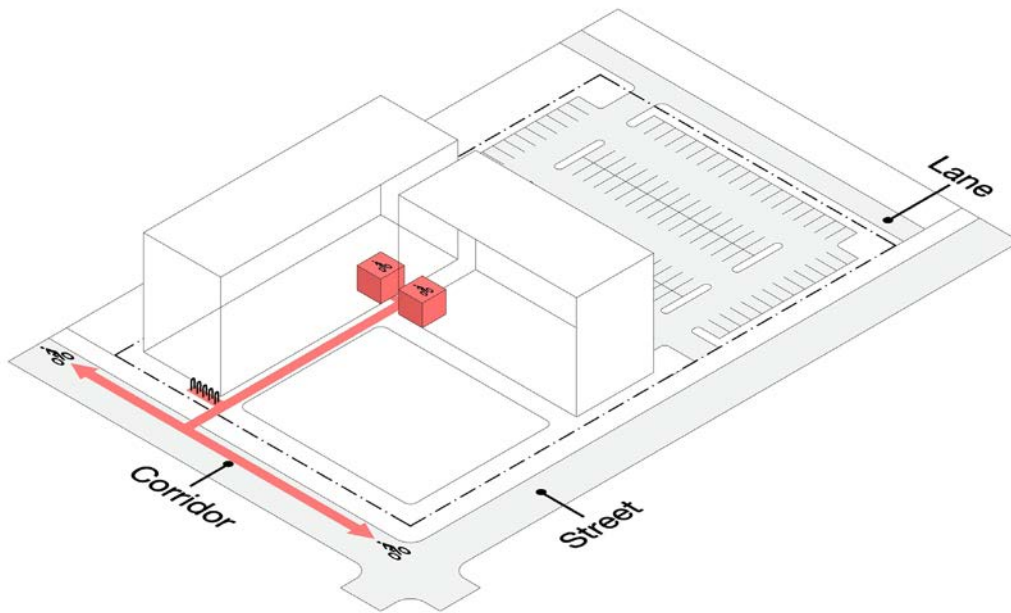


Figure 26 – Bicycle Access and Storage Locations Within A Site

Framework Plan Required

48 A Framework Plan is required for any site that is greater than 10 acres in area.

Framework Plan Structure

49(1) A Framework Plan must divide the affected site into 2 or more Framework Blocks.

49(2) Framework Blocks may be separated by Framework Streets, active transportation routes or pedestrian routes.

49(3) Subject to subsection (4), the perimeter of a Framework Block must not be longer than 1,800 feet.

49(4) Where the Framework Plan Area abuts another property, partial blocks may be provided along abutting properties, limited to a maximum perimeter of 1,200 feet, including the shared property line in the perimeter calculation.

External Connections to a Framework Plan

50(1) Framework Streets must align with:

- (a) street stubs along abutting properties;
- (b) Framework Streets within adjacent Framework Plans;
- (c) streets opposite rights-of-way along the Framework Plan perimeter; and
- (d) primary vehicle entries as identified by the Director of Public Works.

50(2) Framework Streets, active transportation routes and pedestrian routes must connect to abutting properties at least every 660 feet except where:

- (a) obstructed by a highway, railway, waterway or other similar linear barrier;
- (b) obstructed by a grade over 15%; or
- (c) where the adjacent property has been platted with individual lots that do not accommodate connections.

50(3) Pedestrian walkways and active transportation routes must connect transit stops with the nearest public street.

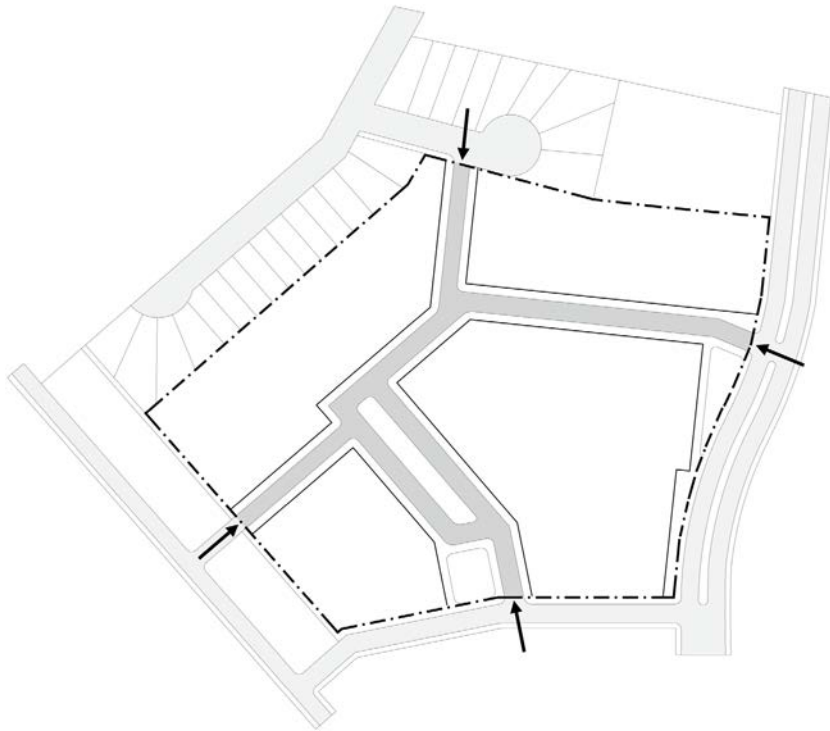


Figure 27 – External Connections Within Framework Plan

Framework Street Network

51(1) A Framework Plan must set out a network of Framework Streets that provides accessible pedestrian access to:

- (a) all residential uses;
- (b) all new non-residential uses;
- (c) transit stops; and
- (d) existing and planned active transportation routes.

51(2) The network of Framework Streets may be constructed incrementally and is only required between Framework Plan Effective Areas and adjacent public streets.

51(3) At least 50% of the network of Framework Streets must provide vehicle access, measured by centerline length.

- 51(4)** The entire network of Framework Streets must provide pedestrian access.
- 51(5)** A Framework Plan must include dedicated bicycle infrastructure traversing the Framework Plan area in perpendicular directions.
- 51(6)** The largest civic space in the Framework Plan must have access from dedicated bicycle infrastructure.
- 51(7)** The network of Framework Streets must provide at least 1 sign that indicates the owner of the Framework Streets and a contact number for maintenance.

A Streets and B Streets

- 52(1)** A Framework Plan may designate A Streets and B Streets.
- 52(2)** B-Streets must not exceed 40% of the Framework Streets, measured by centerline length.
- 52(3)** At least 50% of Framework Streets connecting to public streets must be A Streets.
- 52(4)** All Framework Streets along a civic space must be A Streets.
- 52(5)** A-Streets may only transition to B Streets at the intersection of another A Street.

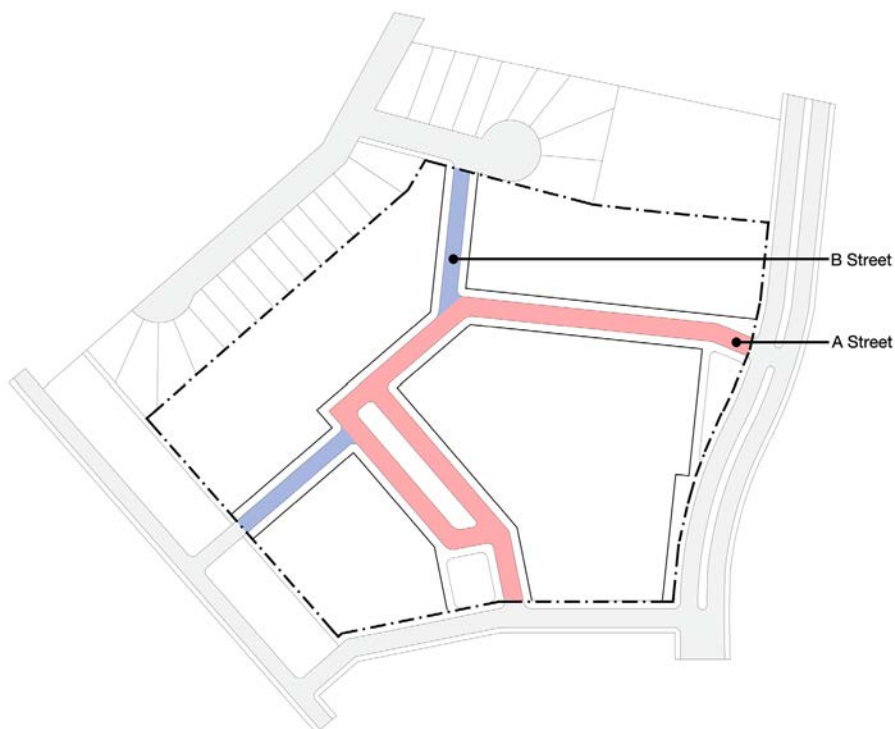


Figure 28 – Street Locations Within Framework Plan

Standard Framework Streets

53(1) The standard framework street models are approved for use within Framework Plans:

- (a) Commercial streets:
 - (i) 2 lane, 2 angled parking lanes: A Streets;
 - (ii) 2 lane, 2 parallel parking lanes: A Streets, B Streets;
 - (iii) 2 lane, 1 parallel parking lane: A Streets, B Streets;
 - (iv) 2 lane, no on-street parking: B Streets; and
- (b) Residential:
 - (i) 2 lane, 2 parallel parking lanes: A Streets, B Streets;
 - (ii) 2 lane, 1 parallel parking lane: A Streets, B Streets; and
 - (iii) 2 lane, no on-street parking: B Streets.

53(2) Custom Framework Streets must comply with this PDO.



Figure 29 – Typical Framework Street Section

53(3) The minimum centerline radius for Framework Streets is:

- (a) 100 feet for Framework Streets with vehicle access; and
- (b) 30 feet for Framework Streets with only pedestrian and active transportation access.

Framework Street Vehicle Travel Lanes

54(1) Framework Streets providing vehicle access must include 2 vehicle travel lanes;

54(2) Vehicle travel lanes must be at least

- (a) 9.8 feet wide; or
- (b) 10.8 feet wide where the vehicle travel lane is adjacent to a vehicle parking lane.

54(3) Vehicle movement along Framework Streets must be 2-way.

54(4) Where a Framework Street intersects with a public street, additional lanes may be required.

Framework Street Vehicle Parking Lanes

55 Framework Streets may include vehicle parking lanes as follows:

- (a) parallel vehicle parking lanes at least 7.5 feet wide; and
- (b) angled parking lanes in a 45-degree orientation with a minimum width of 18 feet.

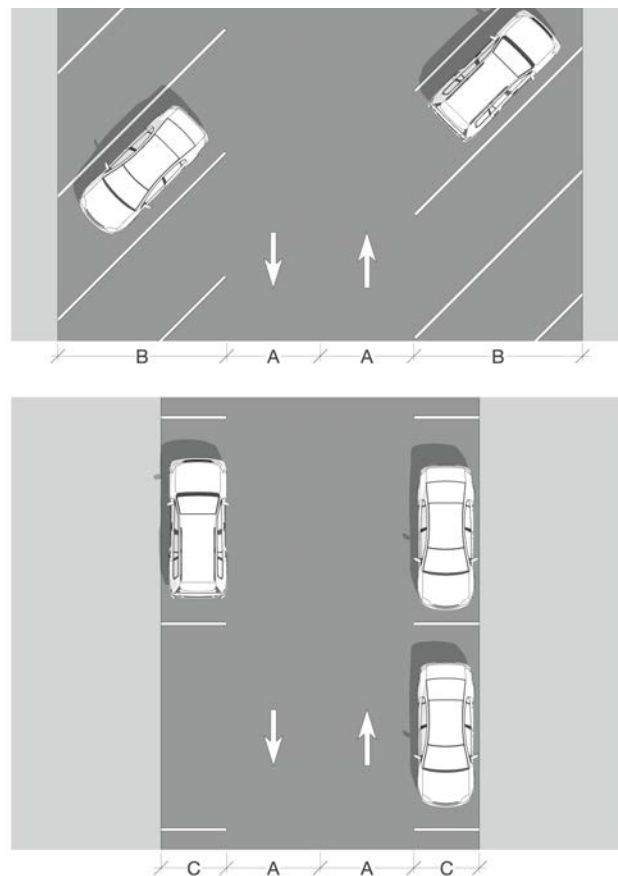


Figure 30 – Illustrated Parking Lane and Travel Lane Standards

Framework Plan Active Transportation

56(1) Dedicated bicycle infrastructure in a Framework Plan may include:

- (a) on-street bicycle lanes;
- (b) parking-protected bicycle lanes;
- (c) sidewalk-adjacent bicycle lanes; or
- (d) a dedicated and separated bicycle or shared-use trail.

56(2) Bicycle lanes must be at least:

- (a) 5.9 feet wide for one-way configurations; and
- (b) 11.8 feet wide for two-way configurations.

56(3) Shared-use trails must be at least:

- (a) 7.9 feet wide for one-way configurations; and
- (b) 14.4 feet wide for two-way configurations.

56(4) Active transportation routes must have a vertical clearance of at least 9.8 feet to support the vertical operating envelope of a bicycle.

Framework Plan Planting and Furnishing Areas

57(1) A Framework Street must provide planting and furnishing areas at least 8 feet wide on both sides of the Framework Street.

57(2) Trees must be provided within the planting and furnishing areas as follows:

- (a) trees must be planted with an average spacing of 40 feet or less, excluding intersections, utilities and other obstructions;
- (b) trees must be located in a long planter or open tree vault; and
- (c) sufficient soil volume must be provided in accordance with subsection 18(3).

57(3) The planting and furnishing area may be paved with cobbles or other pervious material to achieve required soil volumes.

57(4) One U-shaped or artistic bicycle rack must be provided for every 150 feet of Framework Street length, which bicycle racks may be clustered.

57(5) Outdoor seating, directional signage, lighting and green stormwater infrastructure may be provided within the planting and furnishing area.

Long Planter Condition



Open Tree Vault Condition



Figure 31 – Planting and Furnishing Area Conditions

Framework Sidewalks

- 58(1)** A Framework Street must provide sidewalks at least 6.6 feet wide on both sides of the Framework Street.
- 58(2)** Accessible curb ramps must be provided at all corners and intersection segments, along pedestrian desire lines, with yellow detectable panels must be installed in the curb ramps to provide highly visible and physically detectable cues for people with low or no vision.
- 58(3)** Mid-block crossings must be provided along all Framework Street segments longer than 500 feet.

Pedestrian and Bicycle-Only Framework Streets

- 59(1)** Framework Streets providing pedestrian-only access must:
 - (a) be at least 19.7 feet wide;
 - (b) include at least one tree for every 800 square feet of Framework Street; and
 - (c) provide a walkway of at least 9.8 feet wide.

59(2) Framework Streets providing pedestrian and bicycle-only access must:

- (a) be at least 26.2 feet wide;
- (b) include at least one tree for every 800 square feet of Framework Street; and
- (c) provide the minimum amount of pavement specified under section 52.

Framework Plan Civic Space Requirements

60(1) Framework Plans must provide at least 8% of the Framework Plan area as civic space.

60(2) Civic space must be configured in accordance with a civic space type listed in section 16.

60(3) Where buildings are set back more than 20 feet from a public arterial street, a civic space must be provided between the building and the street in accordance with this PDO.

60(4) One civic space must be provided within 250 metres of all dwelling units within a Framework Plan area.

60(5) Existing off-site parks and playgrounds may be taken into account when determining the distance to a civic space under subsection (4).

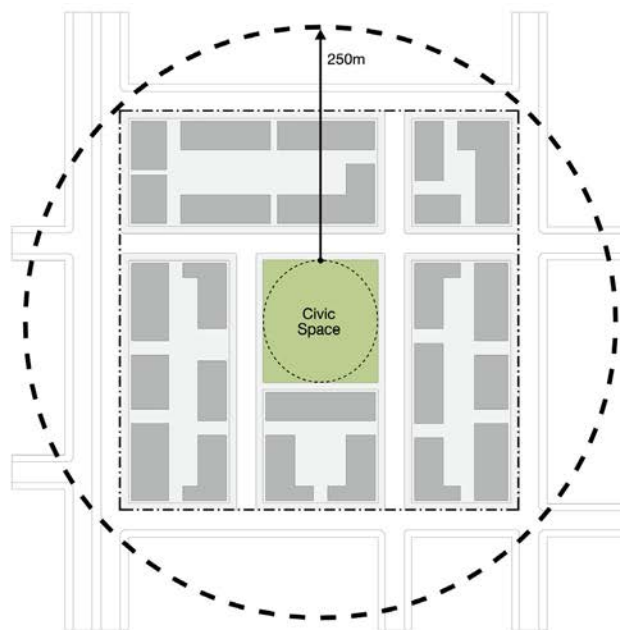


Figure 32 – Civic Space Locations Within Framework Plan Area

Framework Plan Stormwater Detention

61(1) Subject to subsection (2), Dual-Use Stormwater Detention may be incorporated into civic spaces without limit on the amount of civic space occupied.

61(2) Dual-Use Stormwater Detention must:

- (a) not be enclosed with fencing or other barriers limiting their use;
- (b) provide sufficient space for the landscaping required for the civic space type; and
- (c) be designed:
 - (i) to only be inundated during rainfall events; and
 - (ii) with consideration for public safety during both recreational use and rainfall events.

61(3) Stormwater best-management practices for water quality may occupy up to 20% of any civic space.

Servicing Agreement Sample Document

Each development will require specific servicing agreement parameters, and this is only an example of the some of the types of infrastructure improvements that may be required to utilize the Malls and Corridors PDO.



Servicing Agreement

Appendix B – Sample Servicing Agreement

This Agreement made in duplicate as of the Effective Date,

Between:

The City of Winnipeg,
(the “City”)

Of the First Part,

- and -

Owner Name,
(the “Owner”)

Of the Second Part.

Whereas the Owner is or is entitled to be the registered owner of the Land;

And Whereas the Owner has applied for a development permit in respect of the Land for proposed development of the Land in accordance with the PDO-1 Malls and Corridors; and

And Whereas the City has determined that Municipal Services are required to support the said proposed development of the Land;

And Whereas the City has approved the Owner’s application for a development permit, subject to the condition that the Owner enter into this Agreement with the City;

Now Therefore, in consideration of the said approval and of the mutual covenants in this Agreement, the sufficiency of which is acknowledged by the Parties, the City and the Owner agree as follows:

Section 1 Definitions and Interpretation

Preamble

1.01 The preamble forms an integral part of this Agreement.

Definitions

1.02 In this Agreement, the following words and phrases have the following meanings:

- (a) **“Agreement”** means this agreement, including all schedules to this agreement;
- (b) **“Builders’ Liens Act”** means *The Builders’ Liens Act*, CCSM, c. B91, including any amendments and successor legislation;
- (c) **“Business Day”** means a day which is not a Saturday, a Sunday, a statutory holiday in the Province of Manitoba or a day on which chartered banks or government offices are generally closed in the Province of Manitoba;
- (d) **“City”** means The City of Winnipeg, a municipal corporation continued under The Charter;
- (e) **“Charter”** means *The City of Winnipeg Charter*, SM 2002, c. 39;
- (f) **“City Specifications”** means the City’s construction, installation and maintenance standards and requirements for Municipal Services as more particularly set out in Schedule “B”;
- (g) **“Council”** means the municipal council for the City;
- (h) **“Development Permit”** means a development permit in respect of the proposed development of the Land in accordance with the Malls and Corridors PDO;
- (i) **“Director of PPD”, “Director of PWD”, “Director of WWD” and “City Solicitor”** means the Director of the City’s Planning, Property and Development Department, the Director of the City’s Public Works Department, the Director of the City’s Water and Waste Department and the City Solicitor and Director of the City’s Legal Services, respectively, whether in a permanent, acting or interim capacity, and includes their respective delegates, designates and successors;
- (j) **“Directors”** means, collectively, the Director of PPD, the Director of PWD and the Director of WWD, and **“Director”** means any one of them;
- (k) **“Effective Date”** means the date on which the last Party executes this Agreement;
- (l) **“Force Majeure”** means:
 - (i) forces of nature, war or other catastrophe, riot or insurrection, strike, lockout or labour disturbance;
 - (ii) inability to obtain material, goods, equipment, services or utilities required by a Party to perform its obligations under this Agreement where such inability results from matters beyond the reasonable control of such a Party; and

- (iii) any other instance where a Party is prevented, hindered or delayed in fulfilling any obligation under this Agreement as a result of any law, by-law, regulation or other of a public authority or is unable to obtain any permission or authority required in order to perform its obligations under this Agreement;
- (m) **“highway”** has the same meaning as in *The Highway Traffic Act*, CCSM, c. H60;
- (n) **“Land”** means the property commonly referred to as Address and legally described in Certificate of Title No. XXXX as follows:

Legal description to be inserted
- (o) **“Letter of Credit”** means a letter of credit in the form shown in Schedule “D” issued by a Canadian chartered bank or other financial institution licensed to carry on business in Canada or such other form or forms of security determined by the City Solicitor to provide equivalent immediate cash protection;
- (p) **“Malls and Corridors PDO”** means the *Malls and Corridors Planned Development Overlay 1*, attached as Schedule AA to the Winnipeg Zoning By-law No. 200/2006;
- (q) **“Municipal Services”** means the services, improvements and landscaping that the Owner is required to install, supply or construct to serve the Land and, where applicable, Privately-Owned Lands, as more particularly set out in Schedule “D”;
- (r) **“Parties”** means the City and the Owner, and **“Party”** means either of them;
- (s) **“Person”** means any individual, corporation, association, partnership, joint venture, trust, estate or other entity or organization, and includes the heirs, executors, administrators or agents of that Person;
- (t) **“Privately-Owned Land”** means any land that is not owned by the Crown, the City or the Owner;
- (u) **“private road”** means any highway located within the Land that is not a street;
- (v) **“street”** means any highway that is legally-opened as public right-of-way;
- (w) **“Substantial Performance”** means substantial performance as certified by a professional engineer having delivered a Certificate of Substantial Performance in accordance with the Builders’ Liens Act;
- (x) **“WLTO”** means the Winnipeg Land Titles Office; and
- (y) **“Works”** means the installation, supply or construction of any Municipal Services and related works required pursuant to this Agreement.

Schedules

1.03 The following schedules form an integral part of this Agreement:

- (a) **Schedule “A”** – terms relating to the installation of Municipal Services and payment of fees;
- (b) **Schedule “B”** – construction, installation and maintenance specifications;
- (c) **Schedule “C”** – conceptual servicing drawings; and
- (d) **Schedule “D”** – sample form Letter of Credit.

Headings

- 1.04 The headings in this Agreement have been inserted for convenience of reference only and are not intended to be considered in any construction or interpretation of this Agreement, in whole or in part, or to in any way define or limit the scope or content of this Agreement.

Number and Gender

- 1.05 This Agreement is to be read with all changes in gender or number as required by the context.

Monetary Amounts

- 1.06 All monetary amounts referred to in this Agreement, and all payments required by this Agreement, are to be read as and made in Canadian funds and may be subject to the Goods and Services Tax where required by law.

No Expense to the City

- 1.07 Except where otherwise provided, every obligation of the Owner set out in this Agreement is intended to be at the sole expense of the Owner and at no expense whatsoever to the City.

Jurisdiction

- 1.08 This Agreement shall be interpreted under and is governed by the laws of the Province of Manitoba and of Canada as applicable, and except to the extent that Arbitration is provided for in this Agreement, is subject to the exclusive jurisdiction of the courts of the Province of Manitoba.

Time of the essence

- 1.09 Time is of the essence in all respects of this Agreement.

Term

- 1.10 This Agreement is effective as of the Effective Date and continues until the Owner has performed each and every obligation to the satisfaction of the City, unless otherwise terminated as provided in this Agreement.

Section 2 General Instructions

No Development Without Approval

- 2.01 The Owner shall not undertake the Works or any work authorized by the Development Permit without prior approval from the Directors.

City Specifications

- 2.02 The Owner shall ensure that all materials and workmanship installed or carried out by the Owner or on the Owner's behalf in connection with the Works or any work authorized by the Development Permit comply with the City Specifications. Where there is any conflict between the City Specifications and the requirements of a Director under this Agreement, the requirements of the Director shall prevail.

Free and Uninterrupted Access

2.03 The Owner shall at all reasonable times throughout the term of this Agreement grant to the Directors free and uninterrupted access to the Land and any part thereof for the purpose of making inspections and taking samples of materials used in the Works or any work authorized by the Development Permit. If any material, design or installation does not comply with this Agreement or any requirement of a Director, the Director is authorized, acting reasonably, to order a stoppage of any further work and the removal and replacement of any unsatisfactory work.

Taxes

2.04 Before undertaking the Works or any work authorized by the Development Permit, the Owner shall pay all outstanding municipal taxes in respect of the Land, including arrears, penalties and the commuted value of any local improvement levies.

City-Shared Services

2.05 Before undertaking any work or supplying any materials for which the City is required to pay, in whole or in part, the Owner shall obtain written authorization from the City to proceed, which authorization will not be unreasonably withheld. All work or materials for which the City is required to pay shall be done and supplied by the Owner at prices agreed to by the Director of PWD and the Director of DWW, as applicable, and paid for by the City.

Engineering Drawings

2.06 The Owner shall not proceed with the Works or with any work authorized by the Development Permit until detailed engineering drawings and specifications for same have been approved by the City.

Landscaping Approvals

2.07 The Owner shall not proceed with any landscaping within any street serving the Land until the Director of PWD has approved drawings and specifications in respect of the landscaping.

Easements

2.08 The Owner shall grant to the City and register at WLTO any easements required by the City in respect of any Municipal Services in a form satisfactory to the City Solicitor.

Payments

2.09 Except where otherwise provided in this Agreement, any payment required to be made by the Owner to the City under this Agreement shall be made as follows:

- (a) where the Owner is required to make a payment to the City based on a standard City rate, the amount of the payment shall be calculated based on the rate in effect as of the date of the payment;
- (b) where the Owner is required to make a payment "on demand", interest shall be payable to the City if the payment is not made within 14 days of the demand at a rate of interest equal to the average borrowing rate paid by the City over that period;

- (c) where the Owner is required to make a payment for future works based on an estimate, the amount of the payment shall be calculated based on the known costs and revised estimates at the time of payment as determined by the Director of PWD and the Director of DWW, as applicable; and
- (d) where the Owner is required to make a payment that is not a payment “on demand” or based on a standard City rate and the payment is not made during the year of the Effective Date, the payment shall be calculated and payable based on Statistics Canada Cost of Living Index on the date on which the payment is made.

Section 3 Owner Reimbursement

Local Improvement By-law

3.01 Where any Privately-Owned Lands benefit from a Municipal Services, upon written notice by the Developer, the City agrees to endeavor to pass a local improvement by-law in respect of the Privately-Owned Land in respect of the Municipal Service in accordance with the Charter and the Local Improvement Regulation By-law No. 98/72.

Reimbursement for Local Improvement

3.02 Where Council enacts a local improvement by-law pursuant to subsection 3.01, and upon completion of the Municipal Service or within a reasonable period of time following Council’s approval of capital funds for the Municipal Service, the City shall pay to the Owner the lesser of:

- (a) the cost to the Owner of the Municipal Service in respect of the Privately-Owned Lands; and
- (b) an amount calculated on the basis of the City’s local improvement rate for the Municipal Service upon construction completion of the Municipal Service.

Other Reimbursement

3.03 Where Council does not enact a local improvement by-law pursuant to subsection 3.01, the Owner shall install the Municipal Service and the City shall endeavor within the limits of its authority and to the extent permitted by law to not allow the registered owner of any benefitting Privately-Owned Lands to utilize or connect to the Municipal Service unless and until the said registered owner has paid their proportionate share of the cost of the Municipal Service, which the City shall further pay to the Owner.

No Petition By Owner

3.04 The Owner shall not petition against, or sign or support any petition against, any proposed local improvement in respect of any Municipal Service.

No Assurances

3.05 The Owner acknowledges and agrees that each member of Council must vote as he or she sees fit in respect of any local improvement and the City makes no representations or warranties that Council will enact a local improvement by-law in respect of any Municipal Service.

Section 4

Planned and Orderly Development

Orderly Installation

- 4.01 The Owner shall
- (a) install wastewater sewers, land drainage sewers and water mains required to service the Land in such orderly sequence as directed by the Director of WWD; and
 - (b) install street pavements, private road pavements, sidewalks, signage and lighting required to service the Land following installation under clause (a) and in such orderly sequence as directed by the Director of PWD.

Access Roads

- 4.02 Until street and private road pavements have been installed in accordance with this Agreement, the Owner shall gravel and maintain in a passable and usable condition any street or private road to be used as an access road for the Land or upon which buildings are being constructed, to the satisfaction of the Director of PWD. Nothing in this subsection shall relieve the Owner of any obligation to install street or private road pavements as provided in this Agreement and nothing shall obligate the City to provide snow clearance for any street being used as an access road.

Occupancy Restricted

- 4.03 The Owner shall not permit occupancy of any building on the Land until
- (a) the building and the Land have been serviced with wastewater sewers, land drainage sewers and water to the satisfaction of the Director of DWW; and
 - (b) the street private road on which the building or Land is located has been paved to the satisfaction of the Director of PWD.

Ornamental Street Lighting and Street Signs

- 4.04 The Owner shall ensure that ornamental street lighting and street signs are ordered for installation within 3 months following completion of the pavement of any street or private road or the occupancy of any building on the street or private road, whichever is earlier. If the Owner is unable to arrange for timely installation of ornamental street lighting, the Owner shall not permit any building on the Land to be occupied until temporary lighting has been installed on the street or private road on which the building fronts to the satisfaction of the Director of PWD and the Owner has provided the Director of PWD with written evidence that it has arranged for the installation of permanent ornamental street lighting.

Tidiness

- 4.05 Until the Works and any work authorized by the Development Permit are complete, the Owner shall maintain the Land so as to not be unsightly, at its own expense and to the satisfaction of the Director of WWD and the Director of PWD. For the purposes of this subsection, “maintain” includes:

- (a) leveling the Land to the same grade as the surrounding area;
- (b) cutting of grass and removal of weeds;
- (c) removal of debris and litter;
- (d) providing proper drainage.

Maintenance

4.06 Subject to anything else in this Agreement, the Owner shall maintain the Municipal Services in good operating condition for a period of 1 year following the date of Substantial Performance and any Letter of Credit provided by the Developer under Section 5 shall guarantee such maintenance.

Section 5 Letters of Credit

Builders' Liens

5.01 The Owner shall indemnify and save the City harmless from and against all loss, claims, costs (including on a solicitor and client basis), expenses and professional fees paid or incurred by the City related to any obligation imposed on the City by the Builders' Liens Act in respect of any work done by or on behalf of the Owner pursuant to this Agreement.

Letter of Credit Required

5.02 Prior to the issuance of the Development Permit, the Owner shall provide to the City an irrevocable Letter of Credit in favour of the City as follows:

- (a) in an amount equal to 7.5% of the value of the Works and any work authorized by the Development Permit, as determined by the Director of PWD and the Director of WWD, to secure the Owner's obligations under the Builders' Liens Act; and
- (b) in an amount determined by the Directors to be sufficient to guarantee the Owner's obligations under this Agreement, including the obligation to make payments on demand.

Replacement Letter of Credit

5.03 If within 30 days before the date of expiry of a Letter of Credit provided under subsection 5.02 the Owner has any outstanding obligations under this Agreement, as determined by any of the Directors, including the obligation to provide as-built drawings, the City shall be entitled to draw the full amount of the Letter of Credit or any portion thereof unless the Developer provides a replacement Letter of Credit, in which case this section applies to the replacement Letter of Credit. Failure to provide a replacement Letter of Credit constitutes a default under this Agreement.

Section 6 Default

Notice of Default

6.01 If the Owner defaults in respect of any of its obligations under this Agreement, the City shall give 10 days' written notice of the default to the Owner.

Diligent Remedy

6.02 Where the City provides notice of default in accordance with subsection 6.01, the Owner shall remedy the default within the 30-day notice period. Where the default cannot reasonably be remedied within the 30-day notice period, the Owner shall commence to remedy the default and shall diligently and expeditiously pursue and complete the remedy of the default.

Self Help

6.03 Where the Owner fails to remedy (or fails to commence or diligently pursue the remedy) of the default within the 30-day notice period, in addition to all other remedies it may have at law or in equity, the City shall have the right to perform the obligation in question or otherwise remedy the default on behalf of the Owner, and the Owner shall immediately upon written demand pay to the City in cash an amount equal to the costs incurred by the City in remedying the default plus interest on that amount from the date the cost was incurred until the date it is paid at a rate equal to the average borrowing rate paid by the City over the period.

Remedies

6.04 Upon default by the Owner, and at any time following the default, the City shall have all rights and remedies provided by law and by this Agreement.

Use of Monies on Default

6.05 In the event of any default under or termination of this Agreement, the City shall be entitled to:

- (a) draw the full amount of any Letter of Credit;
- (b) complete, repair, maintain or operate, or cause to be completed, repaired, maintained or operated, to whatever extent and within whatever time as determined by the Directors
 - (i) any of the Works;
 - (ii) any work authorized by the Development Permit; and
 - (iii) any other work related to or required by or as a result of the Works or any work authorized by the Development Permit;
- (c) enter upon and use the Land for the purposes of clause (b); and
- (d) use any monies drawn under clause (a) and any monies held in the place of a Letter of Credit for the purposes of clause (b).

Force Majeure

- 6.06 The Owner shall be released from its obligations under this Agreement to the extent that performance of those obligations is delayed, hindered or prevented by Force Majeure, provided that the Owner:
- (a) provides notice to the City as soon as is practicably possible, which notice shall specify the cause and expected duration of the delay or non-performance;
 - (b) takes all commercially reasonable steps to minimize the effects of the delay or non-performance.

Non-Terminable Agreement

- 6.07 No default or breach of any provision of this Agreement by the Owner shall entitle the Owner to cancel, rescind or otherwise terminate this Agreement.

Section 7 Indemnity and Insurance

Due Care

- 7.01 The Parties shall use due care in the performance of their rights or obligations under this Agreement to ensure to the extent possible that no person is injured, no property is damaged and no rights are infringed.

City Not Liable

- 7.02 The City shall not be liable to the Owner or to any other Person in respect of any failure or inability by the City to perform any obligation under this Agreement where the failure or inability is beyond the control of the City or is caused by the operation of law.

Indemnity by Owner

- 7.03 The Owner shall indemnify and save harmless the City from and against all claims, losses, damages, costs, expenses, fees, actions and other proceedings made, sustained, brought or prosecuted that are in any manner caused by or attributable to:
- (a) any act or failure to act by the Owner or its subcontractors, employees or agents in the performance or non-performance of this Agreement; and
 - (b) any third-party claim for which the Owner is determined to be legally responsible by a court of competent jurisdiction.

Contractors to be Licensed

- 7.04 The Owner shall ensure that any contractors engaged by the Owner for the construction of wastewater and land drainage sewers, water mains, pavements or landscaping pursuant to this Agreement are licensed by the City for said construction.

Liability Insurance Required

- 7.05 For the purposes of this Agreement, the Owner shall ensure that any contractor engaged by the Owner in connection with this Agreement maintains at all times during the term of this Agreement:

- (a) commercial general liability insurance in the amount of not less than two million (\$2,000,000.00) dollars per occurrence covering bodily injury and property damage, products and completed operations, which insurance must include cross-liability, contractual liability, 30 days' notice of cancellation and add the City as an additional insured; and
- (b) automobile liability insurance for licensed automobiles used or to be used in connection with this Agreement in the amount of no less than two million (\$2,000,000.00) dollars.

Insurance Certificates Required

7.06 Each contractor engaged by the Owner in connection with this Agreement must provide the City with evidence of the insurance required under subsection 7.04 by way of a certificate in a form satisfactory to the City, acting reasonably, as soon as is practicably possible following the Effective Date of this Agreement or the date on which the contractor is engaged by the Owner.

Deductibles

7.07 Deductibles for all required insurance shall be borne by the Owner and their respective contractors.

Manitoba Insurers

7.08 All insurance policies required under this section shall be taken out with insurers licensed to carry on business in the Province of Manitoba.

Coverage Alterations

7.09 The City shall have the right to alter the coverages and limits as reasonably required from time to time during the term of this Agreement.

Section 8 Dispute Resolution

Commencing arbitration

8.01 If any dispute, difference or question will arise between the City and the Owner in respect of this agreement, except for any matter set out herein as being to the satisfaction or approval of a Director or of the City, then every such dispute, difference or question may be referred to arbitration where both the Director of PPD, on behalf of the City, and the Owner consent.

Consent not to be withheld

8.02 The Party desiring arbitration will request in writing the consent of the other Party to refer a particular dispute, difference or question to arbitration, which consent will not be unreasonably withheld, and the other Party will reply to the request within 10 Business Days of receiving same.

Parties to appoint arbitrators

8.03 If the other Party consents to arbitration, the Parties will appoint a mutually agreeable arbitrator within 10 Business Days. If the Parties cannot agree on a single arbitrator, then the matter will be referred to a panel of three arbitrators, with one to be appointed by each Party and the third to be chosen by the first two named.

Governing dispute resolution law

8.04 *The Arbitration Act, CCSM, c. A120*, or any successor legislation, will apply to the arbitration in all respects. The arbitrator(s) will determine the procedure to be followed in the arbitration, which will be consistent with *The Arbitration Act* or any successor legislation thereto.

Costs of arbitration

8.05 Each Party will be responsible for its own legal expenses, expenses to produce expert evidence or other expenses voluntarily incurred, and for an equal share of the fees and expenses of the arbitrator(s) and of any other expenses related to the arbitration.

Appeal

8.06 Either Party may appeal the award or determination made by the arbitrator or majority of the arbitrators (including the appointment and awarding of costs of the arbitration) may appeal the award or determination to the court on a question of law, on a question of fact or on a question of mixed fact and law.

Other remedies

8.07 If the either Party does not consent to arbitration, then the other Party has the right to pursue any and all other options for dispute resolution or remedies as available at law or in equity.

Section 9 Notice

Notice

9.01 Any notice, demand, request, statement, consent, objection or other communication (collectively referred to as a “Notice”) required or permitted to be given under this Agreement shall be in writing and shall be made by personal delivery, delivered by courier, sent by pre-paid registered mail or transmitted by way of fax or email, and addressed as follows:

(a) To the City:

The City of Winnipeg
Water and Waste Department
110 – 1199 Pacific Avenue
Winnipeg, Manitoba R3E 3S8
Attention: Marek Gajda, Services Development Engineer

with copy to:

The City of Winnipeg
Legal Services Department
3rd Floor, 185 King Street
Winnipeg, Manitoba R3B 1J1
Attention: Doug Brown, City Solicitor and Director of Legal Services

(b) To the Owner:

XXX
Winnipeg, Manitoba XXXXXX
Attention: XXX

with copy to:

XXX
Winnipeg, Manitoba XXXXXX
Attention: XXX

Determining date of service

9.02 The date of service for any Notice sent or given under this Agreement shall be deemed to be

- (a) for any Notice sent or given by pre-paid registered mail, the third Business Day after the date on which the Notice was sent;
- (b) for any Notice given by personal delivery or delivered by courier, the Business Day on which the Notice was delivered; and
- (c) for any Notice sent or given by fax or email,
 - (i) the Business Day on which the Notice was sent where the Notice is sent before 16:30; or
 - (ii) the first Business Day following the date on which the Notice was sent where the Notice is sent after 16:30.

Designated address for service

9.03 Either Party may, by Notice to the other Party, designate another address in Canada to which a Notice may be sent and following the giving of such Notice, and effective the date of service of such Notice, the address so specified will be the address of that Party for the giving of Notice pursuant to this Agreement.

Section 10 Representations and Warranties

Owner Representations

10.01 The Owner represents and warrants that:

- (a) it is a valid and existing corporation, duly incorporated under the laws of Manitoba;
- (b) the execution, delivery and performance of this Agreement are within the proper corporate powers and capacities of the Owner and have been duly authorized by corporate proceedings;
- (c) it possesses and will continue to possess all rights, interests, powers and expertise necessary to properly perform its obligations under this Agreement;
- (d) it has or will secure at its own expense all personnel required to perform its obligations under this Agreement, which personnel shall not be employees of or have any contractual relationship with the City;
- (e) all of the Owner's obligations under this Agreement shall be performed by the Owner or under its supervision and all personnel engaged by the Owner in meeting these obligations shall be fully qualified for these purposes; and
- (f) there are no actions, suits or any legal proceedings pending or, to the Owner's knowledge, threatened against or adversely affecting the Owner which might materially affect the financial condition of the Owner or which will or may restrict or interfere with the Owner's capacity to carry out the activities set out under the terms of this Agreement.

Representations True

10.02 The Owner declares that all representations and warranties set out in subsection 10.01 are true in substance and in fact and acknowledges that the City has relied on them in entering into this Agreement.

Notice of Actions

10.03 The Owner shall promptly provide notice to the City of any actions, suits or legal proceedings brought or threatened against or adversely affecting the Owner during the term of this Agreement which might materially affect the Owner's financial condition or which will or may restrict or interfere with the Owner's capacity to fulfill its obligations under this Agreement.

Section 11 Miscellaneous

Performance by the City

11.01 Any obligation imposed on the City by this Agreement shall be performed by the City only within the limits of the City's authority and nothing in this Agreement shall hold the City to any higher standard or duty than to exercise its best efforts within the limits of its authority.

Remedies Cumulative and Not Alternative

11.02 The rights and remedies of a Party under this Agreement are cumulative and in addition to, not in alternative to, any right or remedy that may be available at law. In addition to any remedy provided in this Agreement or at law, either Party is entitled to restrain any breach of or enforce compliance with any provision of this Agreement by way of injunction in a court of competent jurisdiction.

Successors and assigns

11.03 This Agreement will extend to and bind the successors and assigns of the City and the legal representatives, heirs, executors, administrators, permitted successors and permitted assigns of the Owner. No rights under this Agreement, however, benefit an assignee of the Owner unless the assignment was consented to in accordance with this Agreement.

Joint and several

11.04 If the Owner is more than one Person, the obligations under this agreement will be deemed joint and several of each such Person. If the Owner is a partnership or other business association, the members of which are by virtue of Provincial or general law subject to personal liability, the liability of each member is joint and several.

Relationship of the parties

11.05 Nothing contained in this Agreement creates or is deemed to create the relationship of principal and agent or of partnership or joint venture between the Parties, it being understood and agreed that no provision of this Agreement, nor any acts of the Parties, will be deemed to create any relationship between the Parties. The Parties acknowledge and agree that the Owner is an independent entity and that neither the Owner, or any officer, servant, or agent of the Owner, will be deemed to be an employee, agent, representative or servant of the City.

Entire Agreement

11.06 This Agreement, including any documents to be executed pursuant to this Agreement, contains the whole agreement between the Parties relating to the subject matter of this Agreement and supersedes any and all promises, representations, warranties, undertakings or other statements, whether written or oral, made by or on behalf of one Party to the other Party of any nature or contained in any document given by one Party to the Party other, other than a document to be executed pursuant to the provisions of this Agreement.

Waivers

11.07 Neither Party is deemed to have waived any provision of this Agreement unless such waiver is made explicitly in writing and, the waiver of a provision of this Agreement shall not be deemed to be a waiver of that provision in any other instance or of any other provision and shall not be deemed to be a continuing waiver unless otherwise expressly provided in writing.

Amendments and Waivers

11.08 The City's agents are not authorized to change or waive any provision of this Agreement and any purported changes or waivers by them or any of them are null and void unless approved or authorized by Council or pursuant to powers delegated by Council.

Assignment

11.09 This Agreement and any of the rights or obligations under this Agreement must not be assigned or transferred by the Owner unless the assignment or transfer is approved by Council and agreed to in writing by the City. This provision does not apply in respect of any of the Owner's successors-in-title and shall in no way restrict the Owner's ability to sell, mortgage, lease or otherwise transfer title to or dispose of the Owner's Land.

Agreement Validity

11.10 The Owner represents and agrees on behalf of itself and its successor and assigns that it will not:

- (a) attempt to impeach the validity of this Agreement; or
- (b) challenge or attempt to impeach the capacity of the City to enter into this Agreement.

Severability

11.11 If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable, for any reason, the remaining provisions of this Agreement and its schedules will continue in full force and effect and be binding upon the Parties.

Survival

11.12 Any section of this Agreement which contains obligations and indemnifications that by their very nature are intended to survive the termination or expiration of this Agreement shall so survive.

Further Assurances

11.13 Each Party will promptly and duly execute and deliver to the other Party such further documents and assurances and take such further action as the other Party may from time to time reasonably request in order to more effectively carry out the intent and purpose of this Agreement and to establish and protect the rights and remedies created or intended to be created hereby.

Non-Dedication

11.14 Nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of the Owner's Land to the general public or for any public use or purpose whatsoever, and nothing in this Agreement, expressed or implied, confers upon any Person, other than the Parties and their successors and assigns, any rights or remedies under or by reason of this Agreement.

Responsibility

11.15 Notwithstanding anything to the contrary contained in this Agreement, each Party to this Agreement shall be liable and responsible for the obligations, covenants, agreements and responsibilities created by this Agreement and for any judgment rendered hereon only to the extent of its Proportionate Share of the Properties.

Counterparts and Digital Documents

11.16 This Agreement may be executed in any number of counterparts, by facsimile or by e-mail transmission of .pdf file, each of which shall be deemed to be an original, and all of which, together, shall constitute one and the same instrument. Any Party executing this Agreement by facsimile or by way of .pdf file shall immediately upon the request by the other Party provide an originally signed counterpart of this Agreement; however, any failure to provide such originally signed counterpart shall not constitute a breach of this Agreement except to the extent that such electronic execution is not otherwise permitted by The Electronic Commerce and Information Act of Manitoba.

[execution page follows]

Signed and Dated this _____ day of _____, 2025.

Owner Name

Per: _____

Name:

Title:

Signed and Dated this _____ day of _____, 2025.

The City of Winnipeg

Per: _____

Name:

Title:

Reviewed as to Engineering Details:

Planning, Property and Development Department
Land Development Branch

Reviewed as to Engineering Details:

Water and Waste Department
Engineering Division

Public Works Department
Engineering Division

Legally Reviewed and Certified as to Form:

for City Solicitor
and Director of Legal Services Department

Schedule “A”

Part I - Servicing

1.00 Cross Access Easement Agreement

- 1.01 The Owner register at the Winnipeg Land Titles Office (WLTO) under Section 76 of the Real Property Act and maintain in perpetuity by way of instrument against the title to the lots, a private cross-access easement declaration so as to ensure vehicular access to every part of the Land at all times via internal roads.
- 1.02 The instrument must contain the substance of the following terms:
- (a) “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;
 - (b) the Owner, 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 Public Streets 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;
 - (c) the rights, liberties and easements herein granted are to be construed as running with the Land and shall attach to and run the Land or any part thereof as may be subdivided, but no part of the Land shall pass to or be vested in any other Owner;
 - (d) as it is the intent that the burden of all rights, liberties and easements declared herein shall run with the Land, it is declared that the rights, liberties and easements 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 assigns of any part or parts of the Land and shall bind the successors in title of the Owner, and each of their respective successors in title, and the owners or occupiers for the time being of the Land or any part or parts thereof.

2.00 Water Mains

- 2.01 The Owner shall, at no expense to the City, construct and install all water mains required to serve the Land and adjacent lands, to the satisfaction of the Director of Water and Waste.

3.00 Wastewater Sewers

3.01 The Owner shall, at no expense to the City, construct and install all wastewater sewers required to serve the Land and adjacent lands, to the satisfaction of the Director of Water and Waste.

4.00 Land Drainage

4.01 The Owner shall, at no expense to the City, construct and install all land drainage sewers required to serve the Land and adjacent lands, to the satisfaction of the Director of Water and Waste.

5.00 Regional Land Drainage System

5.01 For any land parcels that have not yet contributed their fair share to the regional land drainage system(s) serving the Land, the Owner shall pay to the City, in cash and on demand, their portion of the land drainage system costs as determined by and to the satisfaction of the Director of Water and Waste.

6.00 Services Benefiting The Land

6.01 The Owner shall pay to the City, in cash and on demand, their share of local municipal services that the City or a third-party has previously constructed, or that are to be constructed in the future, and which directly benefit the Land, as determined by the Director of Water and Waste and to the satisfaction of the Director of Public Works and the Director of Water and Waste.

7.00 Reimbursement for Oversizing Services

7.01 Where the City requests oversizing local municipal services to benefit third-party lands, the City shall reimburse the Owner subject to available funding or when funds are collected from the benefiting property owner(s), in accordance with the Development Agreement Parameters.

7.02 The necessary calculations to determine the cost of additional capacity shall be provided by the Owner and shall be made to the satisfaction of the Director of Water and Waste.

8.00 Easements

8.01 The Owner shall, at no expense to the City, provide any easements required by the City or by a utility company in respect of the installation of utilities including natural gas, hydro and telecommunications, and for the installation of municipal works and related issues such as water, swales, sewer, maintenance access and snow storage.

8.02 The width and location of easements required under subsection 8.01 shall be identified on the construction drawings in respect of the Land and agreed to between the City and the Owner.

8.03 The Owner agrees to register any easements required under subsection 8.01 in the Winnipeg Land Titles Office as caveats against the Land.

8.04 Any easements required under subsection 8.01 shall be in a form satisfactory to the City.

9.00 Sidewalks and Pathways

9.01 The Owner shall, at no expense to the City, construct concrete sidewalks and asphalt pathway and all related works within the Land, on an alignment determined by Public Works, all as determined by and to the satisfaction of the Director of Public Works.

10.00 Public Road and Intersections Modifications

10.01 The Owner shall, at no expense to the City, construct any required modifications to Public Roads and intersections, and all related works, all as determined by and to the satisfaction of the Director of Public Works.

11.00 Pedestrian and Traffic Control Signals

11.01 The Owner shall pay to the City, in cash and on demand, their share of the costs associated with the installation or modifications of pedestrian control signals and traffic control signals, and all related works, including but not limited to pedestrian and vehicular actuation and interconnection to adjacent traffic-control signals and countdown and audible pedestrian signals at intersections, when and as determined by and to the satisfaction of the Director of Public Works.

12.00 Railway Crossings

12.01 The Owner shall pay to the City, in cash and on demand, their share of the costs associated with modifications required at road/rail crossings, and all related works, all as determined by and to the satisfaction of the Director of Public Works.

12.02 Where the Land abuts a Railway Subdivision, the Owner shall, at no expense to the City, construct within the portion of the Land abutting the Railway Subdivision, a uniform fence 2.0m in height, intended to ensure that “pedestrian trespass, to the tracks does not become a consequence of the subject development, thereby creating safety issues and jeopardizing existing and/or future anti-whistling regulations along the subject railway line, as determined by and to the satisfaction of the Director of Public Works.

12.03 The Owner agrees to register a caveat against the title of the Land requiring that the owner of the Land maintain, repair and replace the fence as originally constructed, to the satisfaction of the Director of Public Works.

13.00 Boulevards

- 13.01 The Owner shall, at no expense to the City, sod and plant trees on all boulevards within and fronting the Land, all in accordance with City specifications and guidelines and, where required, with concept plans prepared by the Owner and submitted to and approved by the Director of Public Works, all to the satisfaction of the Director of Public Works.
- 13.02 The Owner shall, at no expense to the City, maintain the sod for a period of one year and trees for a period of two years, in accordance with specifications approved by the Director of Public Works.

14.00 Two Means of Vehicle Access

- 14.01 The Owner 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 Land, to the satisfaction of the Director of Public Works.
- 14.02 The Owner shall, at no expense to the City, construct temporary paved roadways, and provide easements or rights-of-way in respect of same, as required to satisfy the Owner's obligation under clause (a).

15.00 Street Name Signs

- 15.01 The Owner shall, at no expense to the City, cause to be installed standard, reflectorized, permanent street name signs at each new intersection within or adjacent to the Land, as determined by and to the satisfaction of the Director of Public Works.

16.00 Transit Facilities

- 16.01 The Owner shall construct bus stop platforms to service the Land, as determined and to the satisfaction of the Director of Transit.

17.00 Utilities

- 17.01 The Owner shall, at no expense to the City, cause underground electrical and telephone services to be installed to serve the Land and will pay the full cost to convert any existing overhead services within the Land to underground to the satisfaction of the Director of Public Works.
- 17.02 The Owner 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 Owner to serve the Land, as determined by and to the satisfaction of the Director of Public Works.

18.00 Construction Traffic

- 18.01 The Owner shall ensure that construction traffic uses access routes as determined by the Director of Public Works.

18.02 The Owner 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.

19.00 Litter and Refuse Control and Clean-Up

19.01 The Owner 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.

19.02 The cleanup of litter and refuse shall be done on a regular basis as determined by the Director of Public Works and shall include initiating action and assuming any costs in remedying the situation to the satisfaction of the Director of Public Works.

Part II – Costs and Fees

1.00 Approvals

1.01 The Owner shall pay all of its and the City's costs, fees, and expenses associated with this Agreement, including all Municipal Board, Winnipeg 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 Land.

2.00 Professional Fees

2.01 The Owner 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 and associated works required to serve the Land.

2.02 The Owner 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 required to serve the Land.

2.03 The Owner shall pay to the City, prior to the release of a development permit in respect of the Land, their share of the cost for qualified consulting services for the servicing of the Land and any other benefitting Third-Party Lands, as determined by and to the satisfaction of the Director of Planning, Property and Development.

3.00 Administration Fees

- 3.01 To defray the City's administration and related costs associated with the preparation and implementation of this Agreement, the Owner shall pay to the City, prior to the release of a development permit in respect of the Land, an administration fee, plus applicable Goods and Services Tax.

Schedule “B”

Construction, Installation and Maintenance Specifications

a) Documents to be obtained:

Before commencing construction, installation and maintenance of the respective works required by this Agreement, it must obtain from the City the latest revision of the following City documents:

- (i) *Standard Construction Specifications*;
- (ii) *Water and Sewer Standards Manual*;

each of which documents is hereby incorporated in this Agreement as fully and to the same extent as if attached as a schedule to this Agreement.

b) Roads, Lanes and Sidewalks:

The Standard Construction Specifications apply as minimum standards to all construction, installation and maintenance of roads, lanes, sidewalks, and appurtenances thereto, and all materials supplied for those purposes.

c) Sewers and Water Mains:

The Standard Construction Specifications and the *Water and Sewer Standards Manual* apply as minimum standards to all construction, installation and maintenance of sewers, water mains, and appurtenances thereto, and all materials supplied for those purposes.

Schedule “C”

Conceptual Service Drawings

[Placeholder text]

Schedule “D”

The Bank of _____
(date): _____

To: The City of Winnipeg
Credit Number: _____
Amount: (\$CDN.) _____
Expiry Date: _____
Developer: _____
Dear Sirs:

Irrevocable Letter of Credit

1. _____ (the “Bank”), for valuable consideration, the receipt of which is hereby acknowledged, hereby establishes in your favour an irrevocable Letter of Credit (the “Credit”) in the amount of \$ _____, on which you may draw up to but not after _____ (the “Expiry Date”).
2. This Credit is issued in connection with obligations incurred or to be incurred by _____ (the “Owner”) under _____ Agreement Number AG ___/___ dated _____, 2016.
3. A drawing under this Credit shall be made on or before the Expiry Date by you presenting to the Bank at _____, Winnipeg, Manitoba, this Credit and a Demand in writing
(street address) signed by a person who has been duly authorized to sign on your behalf.
4. The Demand shall refer to this Credit by the above number, shall state the amount demanded, and shall certify that the Owner has failed to perform any one or more of its obligations as stipulated in Agreement Number AG ___/___.
5. Upon receipt of the Credit and Demand on or before the Expiry Date, the Bank shall pay to you the amount stated in the Demand, without enquiring whether the City has a right to such amount as between yourself and the Owner, provided that such amount, together with other amounts paid to you under this Credit, if any, do not exceed in the aggregate the amount of the Credit.
6. This Credit is deemed to be automatically extended for _____ from the Expiry Date and any future expiration date, unless the Bank (minimum 60 days) notifies you in writing at least 30 days prior to any such date that the Bank elects not to renew it, which notice must be directed and sent by fax to:

**The City of Winnipeg
Legal Services Department**

3rd Floor – 185 King Street
Winnipeg, Manitoba R3B 1J1

Fax: 204 947 9155

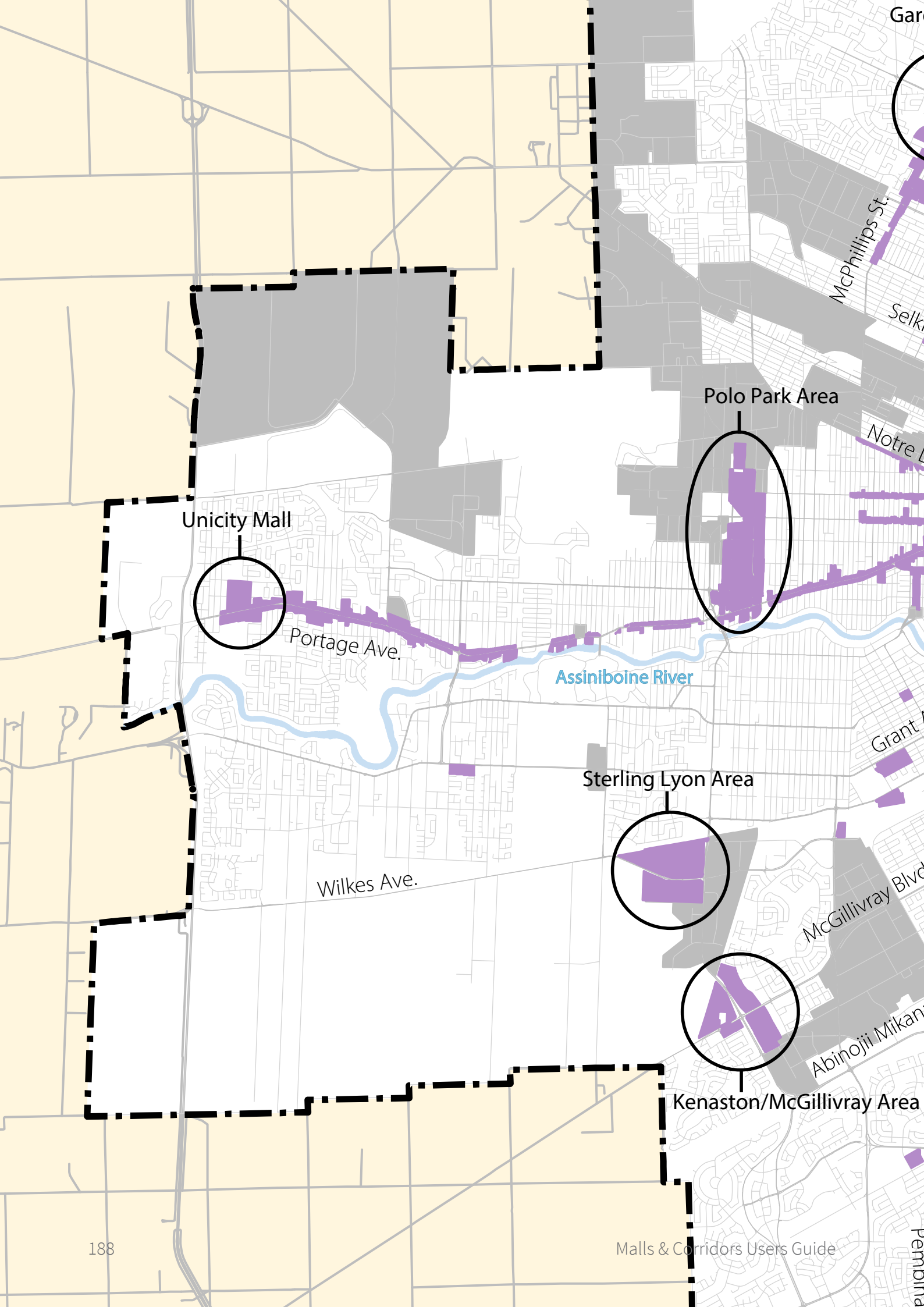
Attn: Director of Legal Services and City Solicitor

Yours truly, The Bank of _____

Authorized Signature

Authorized Signature

Note: The concluding clause does not prevent cancellation at any time with the City’s consent.



Unicity Mall

Portage Ave.

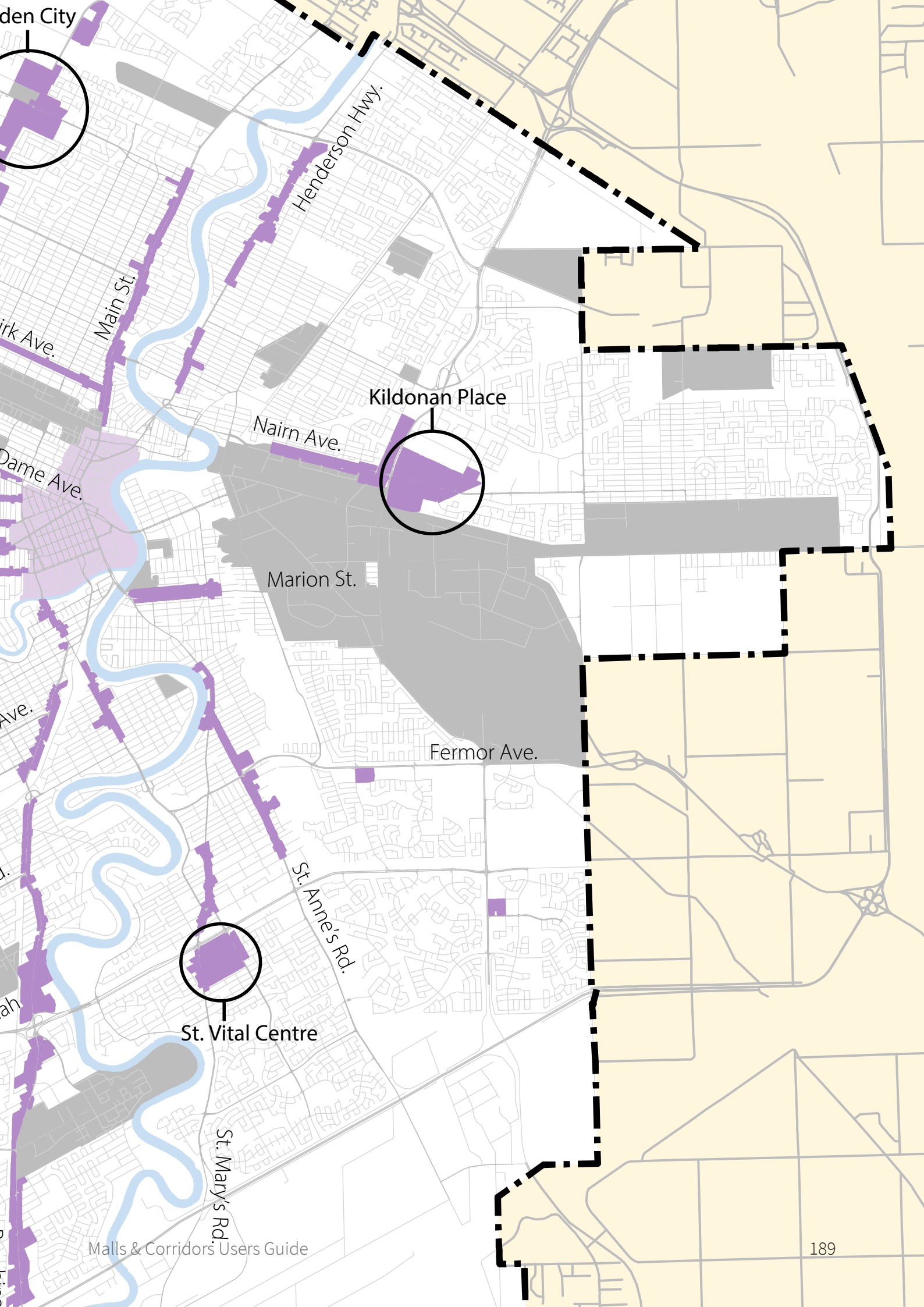
Assiniboine River

Polo Park Area

Sterling Lyon Area

Wilkes Ave.

Kenaston/McGillivray Area



den City

irk Ave.

Dame Ave.

Ave.

ah

Henderson Hwy.

Main St.

Nairn Ave.

Marion St.

Fermor Ave.

St. Anne's Rd.

St. Mary's Rd.

Kildonan Place

St. Vital Centre





Mall drive isles transition to complete streets



Contact Us

Planning, Property and Development

After using this guide, if you have questions or comments, please contact:
ppd-zdo@winnipeg.ca

