

**Z-08-19-B Development Agreement—List of Recommendations (Change Comparison)**

<b>Clause</b>	<b>December 18, 2019 Recommendation</b>	<b>January 15, 2020 Recommendation</b>	<b>Notes / Actions Required</b>
1	The Developer agrees to construct 100 modular home units in Phases 1-4 as identified on the site plan	The Developer agrees that the neighbourhood shall be developed in general consistency with the Council adopted Northridge Neighbourhood Plan, including but not limited to phasing, lot layout, public reserve dedications, land uses, density and roadway layout. The Developer agrees to construct modular home units in Phases 1 through 4 as identified within the Northridge Neighbourhood Plan.	Administration agrees that there should be some flexibility as long as it maintains general consistency with the adopted neighbourhood plan.
2	The Developer agrees to submit a land use application for the future subdivision of the lands to the City of Brandon for approval. Upon approval of the submitted subdivision application, the Developer agrees to register the subdivision of the lands, including the dedication of public right-of-ways and public reserve lands prior to the issuance of any development and/ or building permits for this development.	No change	
3	The Developer agrees to construct a temporary secondary accesses to the satisfaction of Brandon Fire and Emergency Services	The Developer agrees to construct temporary secondary accesses to the satisfaction of Brandon Fire and Emergency Services	Removal of “a”, more than 1 may be required over the course of the development
4	The Developer agrees to design and construct the extension of Moreland Avenue, to a full urban cross-section, from the intersection of Mockingbird Drive and Clare Avenue to the existing termination point of Moreland Avenue	The Developer agrees to design and construct the extension of Moreland Avenue, to a full urban cross-section, from the intersection of Mockingbird Drive and Clare Avenue to the northern limit of the Phase 1 access, approximately 130m north of Clare Avenue.	Construction of Moreland Avenue north of the Phase 1 access can be completed as part of Phase 5 construction as the benefit of this access at this time can be addressed by a secondary emergency access.
5	The Developer agrees to improve the existing Moreland Avenue to a paved rural cross section from the intersection of Moreland Drive and the 18 <sup>th</sup> Street North service road to the new extension of Moreland Avenue	Removed	Applicant is to amend neighbourhood plan to acknowledge the requirement for paving of this section of Moreland Avenue for full build out of 1501 Moreland Avenue.

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<del>6</del>	The Developer agrees all servicing required within the proposed Moreland Avenue extension shall include an extension of the existing 150mm watermain located within Moreland Avenue to complete the watermain loop through Moreland Avenue to Clare Avenue.	Removed	Administration will require looping of the system at the time the north Moreland Avenue connection is completed within Phase 5 or when it is required to satisfy water requirements within Phases 1 through 4, whichever comes sooner. Adequate Public Facilities By-law allows for the City to require the loop within Phases 1 through 4 at the time of development permit.
5 <del>7</del>	The Developer agrees to install a meter pit at all connections and future connections to the public water system servicing the mobile home park.	No change	
6 <del>8</del>	The Developer agrees to design and construct a 3.0m wide asphalt pathway within the Moreland Avenue right-of-way and along the north side of Clare Avenue in accordance with the Northridge Neighbourhood Plan.	No change	As per the Development Charge Background Study, Appendix C, 5. 6.4, “Bike paths/multi-use trails/naturalized walkways adjacent to a development or within the area to which the plan relates – Direct developer responsibility”
7 <del>9</del>	The Developer agrees to design and construct improvements on the Public Reserve lands including but not limited to sodding and tree planting.	The Developer agrees to design and construct improvements on the Public Reserve lands including but not limited to sodding and tree planting upon the completion of Phase 3.	Addition of “upon the completion of Phase 3”. This is not required until Phase 3 has been constructed, it provides clarity as to the logical timing of the construction. The applicant is to amend phasing plan within Neighbourhood Plan to include PR lands within Phase 3.
<del>10</del>	The Developer acknowledges servicing for any residual parcels located within the proposed subdivision, but falling outside of the proposed mobile home park, will not be granted until such time that the wastewater trunk sewer main has been constructed within Clare Avenue and south to Kirkcaldy Drive. Upon construction of the wastewater trunk sewer main, wastewater flows generated by the mobile home park will be redirected to the trunk sewer main and no longer permitted to flow through Mockingbird Drive sewer system	Removed	Engineering maintains that this information is important however it does not specifically apply to the lands currently being rezoned and is therefore superfluous to this agreement.

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<del>11</del>	The Developer agrees that future development of Phases 5 and 6 and all future RMD lands cannot commence until such a time as the wastewater trunk sewer main within Clare Avenue and south to Kirkcaldy Drive is complete.	Removed	Engineering maintains that this information is important however it does not specifically apply to the lands currently being rezoned and is therefore superfluous to this agreement.
8	New	The Developer agrees to enter into an easement agreement for sanitary sewer purposes between the lands and 1 Mockingbird Drive and register the agreement on both titles in series with the plan of subdivision. The developer agrees to provide written confirmation of registration prior to the issuance of any development and/or building permits for this development.	Through further review of the proposed servicing, administration believes that this is necessary to ensure that the interim servicing will remain in place until such time that public infrastructure is installed within Clare Avenue.
9 <del>12</del>	The Developer agrees to provide written confirmation that necessary arrangement have been made for postal service and that the pick-up/drop off location of the community mail box has been determined between the Developer and Canada Post, to the approval of Canada post.	No change	
10	New	The Developer agrees prior to issuance of development permit, to contribute \$283.50 per unit to the Brandon School Division	Requirement transferred as condition of approval on subdivision to development agreement. Payment is now linked to development permit as unit count could vary between rezoning and final design.
11 <del>13</del>	The Developer agrees that development charges of \$415,752.76 are due at the time of execution of this development agreement. Additional development charges will be charged against any future buildings and will be applied at the time of issuance of a building permit.	No Change	As per the Development Charges By-Law, Part V, Section 14, Development charges shall be imposed on the owner for network infrastructure for payment prior to a rezoning receiving third reading under The Planning Act. The Development Charge By-law does not allow for phasing, should the applicant wish to decrease the development charge amount at this time, they can revise their rezoning to encompass fewer phases of development.

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12 <del>14</del>	The Developer agrees to complete Heritage Resources Impact Assessment through a qualified archaeological consultant to the satisfaction of Manitoba Historic Resources Branch.	No change	
13 <del>15</del>	The Developer agrees to pay a contribution towards boulevard trees for Moreland Avenue and Clare Avenue. The amount of trees and payment for such trees will be determined upon the Developer's submission of engineered drawings prior to the registration of subdivision of the lands and based upon the City's tree contract pricing for the current year.	No change	The Development Charge Background Study and By-law are silent with regards to tree contribution. Tree plantings were not included in the cost estimates that DC's were based off of and therefore administration believes that tree contributions within Clare Avenue should still be applicable.
<del>16</del>	The Developer acknowledges upon rezoning or subdivision of the northern portion of the Lands, the Developer will be required to financially contribute towards the future construction of Hamilton Avenue, from 18th Street North to 1st Street North. The exact contribution value will be determined at the time of rezoning.	Removed	Administration believes that this is important information at this time as the contribution applies to the entire parcel at 1501 Moreland Avenue, we are in agreement with the applicant that it is not necessary to include under the current development agreement as there is no contribution being required at this time.
14 <del>17</del>	The Developer agrees to provide the City with a Detailed Cost Estimate for all work proposed to be completed within the City's right-of-way. The Detailed Cost Estimate is to be prepared by the Developer's Consulting Engineer and is submit to review and acceptance by the City Engineer.	No change	
15 <del>18</del>	The Developer will be responsible to submit an Irrevocable Letter of Credit totaling 15% of the Detailed Cost Estimate. Submission of the Letter of Credit is required prior to the issuance of a development permit.	No change	