

## **Attachment “D”**

### **REPORT FROM THE DEVELOPMENT REVIEW GROUP**

DATED: November 23, 2023

**RE: Subdivision No. 4500-23-729 for 1900, 1910, 2110, 2340 Victoria Avenue East, 544 Perry Street & 600 Cascade Street, Brandon**

It is recommended that the approval of Subdivision No. 4500-23-729, if granted, be subject to the applicant entering into a Development Agreement subject to the following conditions:

1. The Developer agrees that the development agreement shall be outlined in three sections:
  - Overall site conditions of development
  - Stage 1
  - Stage 2

The Developer further agrees to subdivide 18 Industrial General lots and a public road in accordance with the proposed site plan and any variation of the plan may require the Developer to obtain approval from Brandon City Council who may request additional public input and amendment to the agreement.

**Overall Site Conditions of Development:**

2. The Developer agrees to dedicate and legally widen the public right-of-way identified as Perry Street and dedicate and legally open the public right-of-way identified as Steel Avenue on the Plan of Subdivision.
3. The Developer agrees to dedicate two parcels of land south of Victoria Avenue East for the purposes of municipal drainage infrastructure. The land shall be dedicated as public reserve as proposed on the Plan of Subdivision.
4. The Developer agrees to contribute \$201,350.12 (\$14,146.71 per hectare) towards improvements as identified in the East Brandon Industrial Secondary Plan. Payment shall be required in full upon execution of the development agreement.
5. The Developer agrees that should any private lots be designed to convey shared drainage with the use of swales, easements are to be registered on all affected private lots. Such easements will be required to be registered in series with the Plan of Subdivision.
6. The Developer agrees to submit a Detailed Cost Estimate for all new sanitary sewer infrastructure installed downstream of 1910 Victoria Avenue East to the existing City trunk sewer for review and acceptance by the City. The Detailed Cost Estimate is to be submitted at the time of development permit for Phase 1, Stage 1 and completed by the Developer's consulting engineer.

7. The Developer agrees to construct a public sanitary sewer main connecting to the City's existing trunk sewer to service the Lands. The Developer will be required to submit design drawings prepared by a professional engineer. Such design is to comply with the Municipal Servicing Study and is subject to review and acceptance by the City Engineer prior to the issuance of a development permit.
8. The Developer agrees that, upon completion of all sanitary sewer infrastructure and the issuance of associated Construction Completion Certificates, to provide the City with paid invoices evidencing actual construction costs for all sanitary sewer construction. In accordance with The Water and Wastewater Control By-Law, the City undertakes to calculate the Effective Frontage Foot (E.F.F) and thereafter, endeavours to collect a pro rata share of construction costs for a period of seven (7) years from any property which connects to the new sanitary sewer infrastructure.
9. The Developer agrees, where street parking is prohibited in accordance with BFES P19 regulation or the Municipal Servicing Study; whichever more stringent, to sign the entire applicable street network with RB-51 signs to restrict parking. The Developer will be required to submit a signage plan in compliance with the Manual of Uniform Traffic Control Devices 6<sup>th</sup> Edition for review and acceptance by the City Engineer prior to the issuance of a development permit.
10. The Developer agrees to submit a geotechnical evaluation report to the City for review and acceptance. At a minimum the report must address all areas with significant proposed site grade alterations and groundwater conditions in relation to the stormwater management facilities. The geotechnical evaluation report is to be submitted for review and acceptance by the City Engineer prior to release of "Reviewed for Construction" drawings.

**Phase 1, Stage 1:**

11. The Developer agrees to construct Perry Street and Steel Avenue public right-of-way, to a full rural section, south of Victoria Avenue East and to extend and install a public watermain and sanitary sewer main to the southeasterly limit of Stage 1 as shown on the attached phasing plan. The Developer will be required to submit design drawings prepared by a professional engineer. Such design is to comply with the Municipal Servicing Study and is subject to review and acceptance by the City Engineer prior to the issuance of a development permit.
12. The Developer agrees to construct a stormwater management pond complete with landscaping and tree planting, as shown on the attached phasing plan. The pond is to be constructed and operational prior to the issuance of a construction completion certificate for all applicable infrastructure constructed within Stage 1. The Developer will be required

- to submit design drawings prepared by a professional engineer. Such design is to comply with the Municipal Servicing Study and is subject to review and acceptance by the City Engineer prior to the issuance of a development permit.
13. The Developer agrees to construct a temporary, secondary emergency access in accordance with BFES P19 Regulation or the Municipal Servicing Study, whichever more stringent. This access will be used temporarily until such time as Grandview Street is constructed upon commencement of Stage 2. The Developer will be required to submit design drawings prepared by a professional engineer with such design subject to review and acceptance by the City Engineer prior to the issuance of a development permit.
  14. The Developer agrees to provide the City with a Detailed Cost Estimate for all work that is to become public infrastructure for Stage 1. The Detailed Cost Estimate is to be prepared by the Developer's Consulting Engineer and is to be submitted for review and acceptance by the City Engineer prior to the issuance of a development permit.
  15. The Developer will be responsible to submit an Irrevocable Letter of Credit totalling 15% of the Detailed Cost Estimate. Submission of the Letter of Credit is required prior to the issuance of a development permit.

**Phase 1, Stage 2:**

16. The Developer agrees to provide all necessary temporary servicing to any of the existing properties located off Grandview Street during the construction of Stage 2.
17. The Developer agrees to construct the Grandview Street public right-of-way, to a full rural section, south of Victoria Avenue East and to extend and install a public watermain and sanitary sewer main to the southerly limit of Stage 2 as shown on the attached phasing plan. The Developer will be required to submit design drawings prepared by a professional engineer. Such design is to comply with the Municipal Servicing Study and is subject to review and acceptance by the City Engineer prior to the issuance of a development permit.
18. The Developer agrees to provide sanitary sewer and water service stubs to property line for all existing properties which front off Grandview Street. The Developer acknowledges these properties will not be required to contribute towards the E.F.F contribution.
19. The Developer agrees to construct a stormwater management pond complete with landscaping and tree planting, as shown on the attached phasing plan. The pond is to be constructed and operational prior to the issuance of a construction completion certificate for all applicable infrastructure constructed within Stage 2. The Developer will be required to submit design drawings prepared by a professional engineer. Such design is to comply with the Municipal Servicing Study and is subject to review and acceptance by the City Engineer prior to the issuance of a development permit.

20. The Developer agrees to submit a Detailed Cost Estimate, prepared by their Consulting Engineer for all work that is to become public infrastructure for Phase 1, Stage 2. The cost estimate is subject to review and approval by the City Engineer.
21. The Developer will be responsible to submit an Irrevocable Letter of Credit totalling 15% of the Detailed Cost Estimate. Submission of the Letter of Credit is required prior to the issuance of a development permit.

It is requested that Administration be authorized to prepare a Development Agreement containing all conditions and requirements to protect the City's interests in accordance with any procedures, policies, by-laws and Acts.

THIS REPORT SUBMITTED BY:

Development Review Group  
Subdivision No. 4500-23-729



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Marc Chapin, CET  
Acting Manager of Strategic Infrastructure



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Sonikile Tembo, RPP  
Principal Planner