

Attachment “D”

REPORT FROM THE DEVELOPMENT REVIEW GROUP

DATED: May 2, 2023

RE: Subdivision No. 4500-23-730 for 1901 – 1st Street, Brandon

It is recommended that the approval of Subdivision No. 4500-23-730, 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 four sections:
 - Overall site conditions of development
 - Stage 1
 - Stage 2
 - Stage 3

The Developer further agrees to subdivide 143 condominium units resulting in 198 residential low and moderate density dwelling units 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 open the public right-of-way extending Maryland Avenue east of 1st Street as proposed on the Plan of Subdivision.
3. The Developer agrees to dedicate 9m of land along the west property line for the entire length of the lands for the purposes of a multi-use path connection. The land shall be dedicated as public reserve as proposed on the Plan of Subdivision.
4. The Developer agrees to provide a construction access plan for each stage of development with such plan subject to review and acceptance by the City Engineer prior to the issuance of a development permit for each stage.
5. The Developer agrees that the southwest access proposed off Maryland Avenue into Stage 1 of the development will be “All way” until such time that traffic cueing results in public safety concerns at which time the southwest access will be limited to “Right in, right out” movements.
6. The Developer agrees that any wastewater mains that are installed within private property are to be covered by a 6-metre easement centred over the top of the pipe and is to be registered in series with the Plan of Subdivision. The easement can only be located on one property and to the approval of the City Engineer. All driveways are to be placed on the opposite side of the property in relation to the easement.
7. The Developer agrees to provide stormwater storage for a 100 year post development event, limiting the discharge rate to a 5 year pre-development event. The Developer also agrees to provide necessary grading and/or storage to redirect and/or store any existing pre-development flows which would have normally flowed across or onto the proposed development. Interim drainage measures

- are at the sole cost of the developer and cannot negatively impact any neighbouring properties. The Developer will be required to submit design drawings as prepared by a professional engineer, with such design being subject to review and acceptance by the City Engineer prior to the issuance of a development permit.
8. The Developer agrees all drainage from existing or proposed public right-of-ways is to be directed to the stormwater retention pond by way of existing or future public right-of-ways. Public drainage will not be permitted to flow through the private condo development.
 9. The Developer agrees to enter into an Easement Agreement with the City for public drainage, which will be directed from the development to the stormwater retention pond located within private property. The Easement Agreement shall also allow for the City to access the retention pond and necessary surrounding land at such time as the City is ready to commence construction of the ultimate stormwater retention pond as per the South East Drainage Study. The Developer agrees to grant unimpeded access to the City until such time as the land is dedicated for the pond as Public Reserve. Said Easement Agreement will be registered on affected titles in series with the proposed Plan of Subdivision.
 10. 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.
 11. The Developer agrees to enter into a Private Sewer and Water Agreement with the City for all private servicing within the condominium development. The Private Sewer and Water Agreement is to be registered in series with the Plan of Subdivision.
 12. That should any private hydrants be installed on private property, that all costs associated with the general maintenance and up keep are the sole responsibility of the condominium corporation. The Developer further agrees that only City employees and those people with written authorization from the City Engineer, will operate said hydrant(s).
 13. 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 the release of a development permit.
 14. The Developer agrees to provide and install “no parking” signs in all areas within the condo development on roadways that lack sufficient road width to accommodate parking. The Developer will be required identify all “no parking” signs on the design drawings submitted at the time of development permit.
 15. The Developer acknowledges the site will be subject to development charges. Network Infrastructure charges of \$554,152.57 (2023 rates) are due upon the execution of the development agreement in accordance with Schedule B-3 of the Development Charges By-law. Additional development charges will be charged against any future buildings and will be applied at the time of issuance of a building permit.

16. The Developer agrees they are deficient in public reserve land dedication as per this Phase 1 subdivision of their Neighbourhood Plan NP-01-23 and therefore, agrees to dedicate additional public reserve land in future phases of their Neighbourhood Plan to achieve a total of 10% of public reserve dedication. The Developer agrees this agreement shall be registered on Lot 2, Plan 68762 as notification to any future land owners.
17. The Developer agrees to pay a contribution towards thirty-three (33) boulevard trees. The amount of payment for such trees will be calculated at the time of execution of this development agreement and based upon the City's tree contract pricing for the current year. Payment in full will be required at the time of execution of the development agreement.
18. The Developer agrees that prior to the issuance of the subdivision certificate of approval, to contribute to the Brandon School Division in lieu of land dedication for the proposed 198 units. Payment of receipt will be required prior to issuance of the subdivision certificate of approval.
19. The Developer agrees to provide written confirmation that necessary arrangements 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.
20. The Developer agrees to extend the City's trail network by constructing a multi-use path within the Maryland Avenue right-of-way from 1st Street to the Stage 3 easterly limit upon the development of Lot 2 on the plan of subdivision. 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.

Stage 1:

21. The Developer agrees to construct a portion of the Maryland Avenue public right-of-way, to a full urban section, east of 1st Street and to extend and install a public watermain to the easterly limit of Stage 1 as shown on the attached staging plan. 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.
22. The Developer agrees to install check valves on the watermain to provide separation from the development and the water pressure Zone 1 within the City's water system.
23. The Developer agrees to construct the public sewer main, connecting to the manhole north of Fairview Avenue within the Dennis Street right-of-way and to extend the sewer main south to Claremont Avenue. 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.
24. The Developer agrees to construct a temporary secondary access in the northwest corner of the development off 1st Street as shown on the attached staging plan. This access will be used temporarily until such time as the access is converted to a restricted secondary access 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.

25. The Developer agrees to provide the City with a Detailed Cost Estimate for all work within the right-of-way for Stage 1. The Detailed Cost Estimate is to include all work proposed to be public. 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.
26. The Developer will be responsible to submit an Irrevocable Letter of Credit totalling 15% of the Detailed Cost Estimate for Stage 1. Submission of the Letter of Credit is required prior to the issuance of a development permit.

Stage 2:

27. The Developer agrees, upon commencement of Stage 2, to prohibit all public traffic at the northwest secondary access on 1st Street by placing moveable barricades within the common element and signing the access "Do Not Enter" (sign code RB-23) and "Except Emergency and Construction Access" (sign code RB-23T) as per the Transportation Association of Canada's Manual of Uniform Traffic Control Devices for Canada – Sixth Edition. This access shall be accessible to Brandon Fire & Emergency Services on a permanent basis and to construction vehicles only during working day hours at which such time where construction ceases for extended periods of time, the barricades are to be closed to prohibit any kind of traffic.

Stage 3:

28. The Developer agrees to construct Maryland Avenue public right-of-way, to a full urban section, east of the Stage 1 boundary and to extend and install the public watermain to the easterly limit of Stage 3 as shown on the attached staging plan. 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.
29. The Developer agrees to develop the 9m Public Reserve A, as shown on the plan of subdivision, by constructing a multi-use path, planting trees and laying sod. 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.
30. The Developer agrees to prohibit all traffic at the northwest temporary, secondary access on 1st Street by installing bollards or a gate within the common element. This access shall only be accessible to the Brandon Fire & Emergency Services, as secondary emergency access, by way of key to the bollards or gate and must be fully constructed and in working order prior to any occupancy of any dwellings within Stage 3. The Developer will be required to submit design drawings as 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.
31. The Developer agrees to provide the City with a Detailed Cost Estimate for all work within the right-of-way for Stage 3. The Detailed Cost Estimate is to include all work proposed to be public. 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.

32. The Developer will be responsible to submit an Irrevocable Letter of Credit totalling 15% of the Detailed Cost Estimate for Stage 3. 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. 4500-23-730



Mark Allard, P. Eng.
General Manager of Development Services



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