
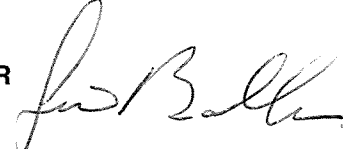

TO: GENERAL COMMITTEE

SUBJECT: ALLANDALE STATION DEVELOPMENT RECOMMENDATIONS

PREPARED BY AND KEY CONTACT: C. J. MAGWOOD, DOWNTOWN FACILITATOR, EXT. 7920

SUBMITTED BY: R. J. FORWARD, MBA, M.Sc., P.ENG., GENERAL MANAGER OF INFRASTRUCTURE, DEVELOPMENT & CULTURE

GENERAL MANAGER APPROVAL: R. J. FORWARD, MBA, M.Sc., P.ENG., GENERAL MANAGER OF INFRASTRUCTURE, DEVELOPMENT & CULTURE 

CHIEF ADMINISTRATIVE OFFICER APPROVAL: JON M. BABULIC, CHIEF ADMINISTRATIVE OFFICER 

RECOMMENDED MOTION

1. That the Mayor and City Clerk be authorized to execute the Preliminary Agreement between the City of Barrie and The YMCA of Simcoe/Muskoka and Correct Group Inc., attached as Appendix "B" to the Staff Report IDC003-09.
2. That staff be instructed to negotiate a Train Station Restoration Agreement with the YMCA in accordance with the terms described in the Preliminary Agreement and that the Clerk be authorized to execute the Train Station Restoration Agreement on behalf of the City.
3. That staff be authorized to submit an application for rezoning and commence the process to rezone the subject lands to permit the Allandale Station Redevelopment as contemplated by the Preliminary Agreement.
4. That the City retain an independent planner, for an amount not to exceed \$10,000, to assist with the preparation of any by-law amendments or the resolution of any zoning matters that are required in order that the Allandale Station Redevelopment can proceed as contemplated by the Preliminary Agreement, with funding from General Capital Expenditure Reserve (Account 13-04-1440).
5. That the City retain a project manager, on a 12 month (plus 6 month extension) contract basis, for an amount not to exceed \$100,000 with experience related to structural restoration of historic buildings to manage the City's interests with respect to the structural restoration of the historic Allandale Station buildings, with funding from General Capital Expenditure Reserve (Account 13-04-1440).
6. That the structural restoration of the historic Allandale Station buildings be added to the 2009 Capital Budget in an amount not to exceed \$2,000,000 and be funded from the General Capital Expenditure Reserve (Account 13-04-1440)
7. That staff apply to the Federal Government for a grant for the restoration of the Allandale Station buildings.

PURPOSE & BACKGROUND

8. This revitalization of the Allandale Station Lands is a key element within the City's Official Plan and an important revitalization objective under Council's Strategic Priorities 2007 – 2010.
 - A. A Request for Expression of Interest (RFEI) was issued on February 29th, 2008 to explore the development of the Allandale Station Lands and to help determine the best opportunities in which public/private partnerships could be utilized for the investment of public funds.
 - B. On February 9th, 2009, City Council amended Motion 09-G-040 with the following: "That motion 09-G-040 of General Committee Report No. 8, Section F, concerning the Allandale Station Redevelopment, be amended by adding the following paragraph:
 - i. "5. That the City and the YMCA/Correct Group of Companies conclude a preliminary agreement on the key aspects of the development proposal, including the timing for construction of each element of the proposal, within 45 days of the passing of this motion, and report back to General Committee" and
 - ii. "6. That the YMCA/Correct Group of Companies provide information to satisfy staff that adequate financing is in place to build the commercial component of the development as part of the development agreement.";
 - C. A draft of preliminary Agreement has been negotiated amongst the parties in the form attached hereto and marked as "Schedule B".
9. An Update on matters with respect to the background on the historic Allandale Station Buildings, planning, roads and servicing, GO Transit, Remax Chay Realty, and land value is contained in Appendix A.

ANALYSIS

10. The negotiations have preserved 2 City priorities independent of any pre conditions that must be satisfied prior to the land transfer, namely the immediate restoration of the historic Allandale Station buildings and the construction of the GO platform and its future operation.
11. The mechanic for restoring the train station is the Stage 1 "**Train Station Restoration Agreement**". This document is to be concluded immediately and contemplates the YMCA retaining consultants (with the approval of the City) for design, the City and the YMCA concluding a mutually acceptable Restoration Plan ("the Plan"), the City issuing bid documents to secure contractor(s) that will complete the Plan in concert with the YMCA, and the City providing up to \$2.0 million (plus any available and unspent insurance proceeds relating to the fire) for the Plan. The Restoration Agreement terminates at the time of closing the Purchase Agreement to the YMCA which will follow resolution of all pre-conditions (including zoning). In the event the Purchase Agreement does not close, then the City will reimburse the YMCA for pre approved monies expended by it on restoration and development under the Plan. Following the land transfer to the YMCA the Stage 2 work will proceed in accordance with a "Completion Plan" that will be negotiated between the parties. It is contemplated that this 2nd stage will involve completing the restoration to meet the needs of the end users. The nature, extent and level of end use are subject to further negotiation and approval by Council. The City will retain the right to repossess the historic Allandale station buildings if the work is not proceeding according to the Plan. The City will retain a "right of first refusal" for any future sale of the train station component of the Allandale Station lands.

12. The decision by **GO Transit** on the secondary station has yet to be made. The Preliminary Agreement is intended to ensure that the platform can be constructed by GO/the City notwithstanding the status of the approval process or the construction of the commercial components of the development. The City will collaborate with the YMCA/CGC on the most efficient and cost effective way to jointly develop the site to include the GO station platform. There will be sufficient land remaining within City control to enable construction to be staged and to provide vehicular access for its operation while this commercial development is under construction. Staff has considered the access issues to accommodate both of GO's needs and the needs of the development including turning movements off of Essa (left turn only for buses) and required traffic signals as part of its analysis. In concept, it appears that the plan is workable.
13. The **current concept plan** attached to the Preliminary Agreement is an evolution from the original concept. In particular, the current plans reflects the actual location of the tracks; additional commercial square footage with the roundhouse component (now hotel condo) possibly at 5 stories (this adds 45,000 sq. ft.); possible underground parking to support the commercial component and possibly a single storey deck parking lot for the YMCA to the west of the YMCA; access for the City to the rerouted underground storm sewer; and 2 pedestrian connections to Gowan St., one of which could be a tunnel connection. The pedestrian connection to the waterfront has been eliminated as the easterly access to the Lakeshore will likely be signalized.
14. The original concept plan submitted by the YMCA/CGC indicated 3 **pedestrian bridges**, 2 to Gowan Ave. over the tracks and 1 to the lakeshore - YMCA/CGC proposed to construct 2 of these bridges. As noted above, the signalized intersections on Lakeshore should provide adequate pedestrian crossing thus it appears that the priority should be to construct the 2 Gowan bridges to provide linkages for GO patrons to Gowan parking and to provide lakeshore connection for pedestrians west of Gowan. The design and exact location of these bridges has yet to be determined. IBI has suggested that the Bayview bridge should be barrier free. It is possible that 1 of the connections take the form of an underground tunnel rather than a bridge. In order to provide the City with full flexibility in design, specification and location the parties have agreed that the obligation of YMCA/CGC can be satisfied with a fixed "cash equivalent contribution" with the City retaining at its discretion the ability to determine how these funds are to be employed for the pedestrian connections. The proponents had \$500,000 within their capital cost estimate as part of their proposal based on consultant input for 2 basic uncovered bridges with long ramps. Two basic covered pedestrian bridges are estimated at \$1.1 million per the IBI business case. Staff estimate that this estimate is inadequate for 2 basic bridges. The proponents have agreed to a fixed cash equivalent of \$850,000 with the City retaining full flexibility and control over the ultimate pedestrian connection solution. The timing of the payment will be determined in the Development Agreement.
15. Both the YMCA and CGC have agreed to pay the appropriate **Development Charges** based on the original concept plan. The timing for payment and the quantum of the development charges will be a function of the final construction timetable and the scale of the final concept. Schedule B to the Preliminary Agreement describes the current project schedule.
16. The internal road system for the development involves **2 major roadways**. One is the N/S road from the Bradford intersection and the other is the E/W (the "South Road") running parallel to the GO tracks. The Preliminary Agreement contemplates that the N/S road will be built by CGC at its cost following completion of construction of its underground parking. On completion, this road then will become a public road maintained by the City. The South road will be cost shared based on the relative portions required for GO and for the proponents. It will likely be constructed in 2 phases, the first for GO access and the second following completion of the commercial components. This South road will become a public road maintained by the City. The development concept attached to the RFEI contemplated similar road patterns that were to

become available for public use. The operational costs to maintain these roads has yet to be determined.

17. There are a number of **zoning issues** to be resolved prior to the YMCA being constructed. It appears that the commercial component to be built by CGC is in compliance with current zoning. Provided that the 6.15 acre minimum is maintained by the YMCA as required by the site specific by-law, it may be possible to separate the development site into 2 transfers, the first to CGC for the commercial component and the second to the YMCA following zoning resolution.
18. Staff has met with its legal counsel to discuss the possible **zoning strategies**. It appears that an amendment will be required to SP 2006-282 to permit the specific YMCA use on the Allandale Station Lands independent of the private club definition in by-law 85-95. At the same time, it is logical to bundle other possible zoning related issues into the amendment such as: other permitted uses, parking ratios, no build area and minimum lot size. These will be addressed, subject to Council's approval of Recommendation #3. The zoning strategy will be reviewed with counsel for the proponents. Staff is recommending (see Recommendation #4) that an independent third party planner be retained to assist with this process and be available to testify in support of the City if need be.
19. The proponents wish to move immediately to the completion of a **Purchase Agreement**. They have asked that the Purchase Agreement be negotiated contemporaneously with the Train Station Restoration Agreement. The Purchase Agreement will contain pre conditions that will ensure that the City priorities of restoration of the historic Allandale Station buildings and the construction of the GO platform and its operation are protected. The terms of the Purchase Agreement (as well as the terms of the Development Agreement/Site Plan Agreement) will be brought back to Council for approval.

ENVIRONMENTAL MATTERS

20. There are no environmental matters related to the recommendation.

ALTERNATIVES

21. There are 2 alternatives available for consideration by General Committee, namely:

Alternative #1

General Committee could reject the Preliminary Agreement and instruct staff to renegotiate its terms

This is not recommended as staff believe the Preliminary Agreement provides a basis for further negotiations that will achieve Council's objectives for the Allandale Station Lands.

Alternative #2

General Committee could approve some but not all of the recommendations.

This is not recommended as the recommendations are tied to each other in the interest of advancing the development.

FINANCIAL

22. Overall, the cost of implementing the recommended Preliminary Agreement is \$2.11 million and staff are recommending these costs be funded by reserves. Of this total, \$110,000 is attributable to hiring contract staff resources required to support the Plan's implementation. The balance, \$2.0 million, is attributable to the restoration of the Allandale Station buildings.
23. The cost to retain an independent planner to review the background and land use planning issues including the zoning by law, to prepare report(s) to Council on the appropriateness of the YMCA as a permitted use, preparing for and presenting the amendment at a public meeting, is estimated at \$10,000 with funding from General Capital Expenditure Reserve (Account 13-04-1440)
24. The cost to retain a project manager on a contract basis with experience related to structural restoration of historic buildings to manage the City's interests with respect to the structural restoration is estimated at \$100,000 with funding from General Capital Expenditure Reserve (Account 13-04-1440).
25. The restoration of the Allandale Train Station was included in the 2010 Capital Budget in the amount of \$1,900,000 as a debt financed project. An additional \$150,000 is available as a carry forward from the 2008 Capital Budget. This project was not previously approved as a debt financed project. Therefore, to support the immediate start of restoration work and maintain Council's stated interest in minimizing debt issuance, it is recommended that the additional \$1,850,000 required for the restoration of the Allandale Station buildings be funded from the General Capital Expenditure Reserve (Account 13-04-1440).
26. Under the proposed Train Station Restoration Agreement the City is responsible for contributing the first \$2,000,000 (plus any available insurance proceeds relating to the fire) toward the restoration of the Allandale Station buildings. Any additional funding required will be provided by the YMCA, however, if the Purchase and Sale agreement for the Train Station fails to close the City will be required to reimburse the YMCA for all restoration costs including architect and consultants fees incurred for the development of the Restoration Plan. Similarly any pre-approved development costs incurred by the YMCA/CGC will also need to be reimbursed. Staff cannot quantify these amounts at this time, not only because the restoration plans require further negotiation but also because it is uncertain whether such payments would ever have to be reimbursed.
27. The updated version of the concept plan contemplates an additional commercial square footage within the roundhouse component of 45,000 sq.ft. or 50 suites. Subject to more detailed planning and further negotiation this could result in additional property tax revenue of approximately \$73,000 per annum.
28. In the event of a legal challenge regarding the re-zoning of the lands staff will report back to Council. The report would include, at a minimum, an estimate of the costs required for the incremental planning and legal work associated with the challenge, as these types of costs were not included in the 2009 Business Plan and Budget.
29. Additional and more detailed negotiations are required before Council approves the YMCA/CGC's final development plans. These negotiations will be reflected in future staff reports and in the Purchase Agreement and Development /Site Plan Agreements that will be brought back to Council for approval.

LINKAGE TO COUNCIL STRATEGIC PRIORITIES

30. The recommendations included in this Staff Report support the following City Council's Strategic Priorities:

- Attract, Retain and Expand Business for Barrie
- Implement revitalization plans for the City Centre
- Enhance Public Spaces throughout the City

APPENDIX "A"

The Historic Allandale Station Buildings

1. The Allandale Station buildings have a total square footage of 11,000 square feet: the westerly red brick office building is 5,000 square feet; the centre or "restaurant" building is 4,000 square feet; and the most easterly building referred to as the "passenger depot" is 2,000 square feet.
2. The Ontario Heritage Foundation (now referred to as Ontario Heritage Trust, OHT), has a heritage easement on a portion of the Lands which protects both the interior and exterior architectural features of the buildings and the land around the immediate perimeter of the buildings. It was registered on December 15, 2000 as an original condition from the Federal Government to approve the sale of the rail corridor and assets from CN.
3. The Station buildings were damaged by fire on January 7, 2009 . Negotiations are underway with the insurer for recovery of insurance monies.

Planning

In November 2006, the City of Barrie passed By-Law 2006-282, specific to the Allandale Station Lands to regulate the use of land, and the erection, use, bulk, height, location and spacing of buildings and structures. The By-Law changed the Allandale Station Lands to Central Area Commercial (C1-1) (SP-366) which permits the following uses only:

Table 1: (C1-1) (SP-366) Permitted Uses on the Allandale Station Lands

- | | | |
|---|------------------|------------------------------|
| ▪ Retail Store | ▪ Bank | ▪ Restaurant |
| ▪ Service Store | ▪ Photo hut | ▪ Offices |
| ▪ Private/public art gallery | ▪ Library | ▪ Assembly hall |
| ▪ City Hall | ▪ Museum | ▪ Personal service store |
| ▪ Cultural facility | ▪ Police station | ▪ Recreational establishment |
| ▪ Passenger rail station | | |
| ▪ Parking lot associated with rail/transfer station | | |
| ▪ Hotel or Hotel building associated with a mixed use residential with a minimum gross floor area of 50% for hotel use. | | |

4. The site specific zoning also sets out the following parameters for the development of the Lands:

Table 2: (C1-1) (SP-366) Zoning Parameters

Building height maximum limit	5 storeys
Minimum building setback abutting a rail line	15 metres (49 feet)
Minimum building setback abutting a residential use associated with a hotel	30 metres (98 feet)
Parking requirements as per by-law 85/95	Dependent on use of building lot

Minimum lot area for 285 Bradford Street	2.5 hectares (6.18 acres)
Minimum lot area for Part 6 on plan 51R-29341	0.97 hectares (2.4 acres)
No build area/no development zone in front of Allandale Train Station	

Roads and Servicing

5. The extension of Bayview Drive across the property to Lakeshore has been considered by previous Council, however the addition of a second track to accommodate GO Transit and the continuance of the BCRY freight service no longer makes this option reasonable for rail safety reasons.
6. Realignment of Bradford, Tiffin and Lakeshore will alter the original site footprint.
7. As part of the drainage plan for the area a culvert will be constructed across the Lands east of the Station buildings. A drainage easement will be required to accommodate the culvert. Both the culvert and the easement will impact the location of new buildings. This will be further delineated as the site plan progresses.

GO Transit

8. An addendum to the Environmental Assessment for the new GO Transit facility at Mapleview recommended that the Allandale Station lands be developed as a secondary station for future use by GO at Allandale. As part of its commitment to the extension of GO service to the Allandale Station Lands, the City has agreed to contribute \$1.8M as part of the 2008-2009 Capital budget plan for the construction of a new GO Transit rail platform and associated public parking.
9. The City and GO Transit are sharing in the cost of a business case for a secondary GO station at Allandale now being completed by the IBI Group.
10. City staff, together with consultants for the YMCA/CGC have met with representatives of GO Transit to review the GO platform design and its implications on development concept. As built, drawings of the track locations have enabled a more precise scaling of the development concept. Discussions have involved locating the Barrie transit and GO bus bays within the platform, locating the kiss'n ride drop off, designing traffic access and circulation mutually acceptable to GO, the City and the developers. It appears that a design solution is attainable.

Remax Chay Realty – 274 Bradford Street

11. As part of an agreement with the City concerning the purchase of the former Remax buildings at 267 Bradford Street for the expansion of its Water Pollution Control Centre and the realignment of Lakeshore, Tiffin and Essa, Remax will receive an additional 7200 square of land adjacent to another property owned by Remax at 274 Bradford Street. This additional land will give Remax a total land area of approximately 14,000 sq. ft. which forms part of the westerly portion of the Allandale Station Lands.

Land Value

12. In June 2006, the City purchased 5.9 acres of the Allandale Station lands from CHUM Ltd. for the to total consideration of \$3,850,000 based on the highest and best use of an unrestricted site. The majority of the purchase price was in the form of a tax receipt with a cash contribution of \$1,050,000. from the City.

13. ACDC continues to own 2.4 acres along the east border of Allandale Station. This parcel is also part of the RFEI process making up a total of 9.01 acres available for development.
14. A third party appraisal of the development site will be required based on the development concept. The parties are proceeding on the basis of the \$2.0 million proposal for the full 9.01 acres. It is for Council to determine the final purchase price. The development site is subject to compliance with the City's Surplus Land By-Law 95-104 as amended by By-Law 2004-107 including notice and appraisals.

PRELIMINARY AGREEMENT

THIS AGREEMENT dated as of March ____, 2009.

B E T W E E N: **THE CORPORATION OF THE CITY OF BARRIE**

("City")

A N D: **THE YMCA OF SIMCOE/MUSKOKA and
CORRECT GROUP INC.**

("YMCA/CGC")

WHEREAS:

- A. Barrie City Council on February 9th, 2009 amended Motion 09-G-040 with the following; "That motion 09-G-040 of General Committee Report No. 8, Section F, concerning the Allandale Station Redevelopment be amended by adding the following paragraph: "5. That the City and the YMCA/Correct Group of Companies conclude a preliminary agreement on the key aspects of the development proposal, including the timing for construction of each element of the proposal, within 45 days of the passing of this motion, and report back to General Committee." and "6. That the YMCA/Correct Group of Companies provide information to satisfy staff that adequate financing is in place to build the commercial component of the development as part of the development agreement.";
- B. The YMCA/CGC and the City recognize and acknowledge that the historical preservation of the structural integrity of the three buildings comprising the Allandale Train Station ("Train Station") is a project priority;
- C. The YMCA/CGC and the City agree that the Allandale Station Redevelopment ("the Station Lands development") is a priority "legacy" development for the City. The YMCA/CGC are encouraged by the City to use the "pre consultative site plan approval process" as a means to expedite the approval process and servicing for the Redevelopment lands (the "Station Lands");
- D. Each of the City, YMCA and CGC will use their best efforts to assist the other in any applications for funding from Federal, Provincial and other sources for infrastructure and other financial incentives that might mitigate the cost of their respective portions of the development;
- E. The parties agree that the concept plan attached hereto as Schedule "A" represents an updated version of earlier presentation plans for the Station Lands development shown to City Council reflecting meetings with GO transit and City staff. The plan attached may change subject to the final site plan agreement and final design drawings;
- F. The YMCA is ready to proceed with final design and drawings for its portion of the Station Lands development as described herein;
- G. CGC has agreed to provide to staff within 14 days of execution of this Preliminary Agreement through a mutually acceptable confidentiality arrangement, the necessary reference information to provide staff with a reasonable comfort level that CGC has the financial ability to undertake the commercial portion of the Allandale Station Lands development project;

- H. CGC has agreed to provide to staff within 14 days of execution of this Preliminary Agreement through a mutually acceptable confidentiality arrangement, financial information in the form of a preliminary pro forma for the Station Lands development outlining the estimated capital cost of the Station Lands development; the projected income from the commercial components of the development; and the estimated financing costs of the development that reasonably shows that adequate financing can be arranged;
- I. YMCA/CGC will contribute \$850,000 towards the cost of constructing pedestrian overpasses and/or underpasses to the development project from surrounding lands. The timing for the payment of the cash contribution to the City shall be detailed in the Development Agreement;
- J. YMCA/CGC acknowledge that the construction by the City/Go Transit of a secondary station (including road access, parking, bus circulation and pedestrian connections to Gowan Street) is a City priority and must be permitted to be constructed on a timetable to be agreed upon between GO and the City, independent of the YMCA/CGC construction timetable. The City and the YMCA/CGC will collaborate on the most efficient and cost effective way to jointly develop the Station Lands to include the secondary station;
- K. The City will involve and collaborate with the YMCA/CGC in the ultimate design and construction of the GO platform and related traffic circulation in view of their impact on the Station Lands development project;
- L. YMCA/CGC agrees to pay for the cost of constructing the north/south road within the development to a design sufficient to accommodate the integrated traffic circulation needs of the development project and as may be agreed upon by the parties;
- M. The City and YMCA/CGC agree to cost share the cost of constructing the east/west road within the development according to a formula to be negotiated;
- N. YMCA/CGC and the City will immediately proceed to negotiate the terms of the Agreement of Purchase and Sale and the Train Station Restoration Agreement. A Site Plan/Development Agreement will follow at the appropriate time; and
- O. In the event that the Purchase Agreement fails to close, the City agrees to reimburse the YMCA for all approved Train Station restoration costs incurred by the YMCA in excess of the monies received from the City; and to reimburse YMCA/CGC for any and all pre approved development costs related to the Train Station incurred to date.

NOW THEREFORE in consideration of the mutual promises, covenants and agreements contained herein (the receipt and sufficiency of which is mutually acknowledged), the parties hereto agree as follows:

1. Schedules

The following are the Schedules attached to and incorporated in this Agreement by reference and deemed to be a part hereof:

Schedule A - Revised Concept drawing

Schedule B - "YMCA/CGC Station Lands Development Project Schedule"

2. Agreements

- 2.1. To expedite the required restoration work on the Train Station, the City and the YMCA will draft a Train Station Restoration Agreement to permit the commencement of pre-closing restoration work on the Train Station by the YMCA. The Train Station Restoration Agreement will cover the 1st stage of the process, namely the preservation of the existing structure to mitigate further degradation and to rebuild, restore and preserve the structures respecting and responding to the historic preservation imperatives. The 2nd stage focusing on interior restoration sensitized for future end users and/or public use, will follow land transfer and will not be part of the Train Station Restoration Agreement.
- 2.2. The City and the YMCA agree that the "Stage 1 Train Station Restoration Agreement will include the following:
 - The YMCA will, with the approval of the City, retain for its own account, architects and other consultants to create a "Restoration Plan" to define the work to be done for the 1st Stage. This Plan will set out the process for preservation of historic elements, work start and completion timing and staging, and the program for the preparation of working drawings for the construction award. The YMCA will collaborate with the Ontario Heritage Foundation ("OHF") and the City to finalize the Restoration Plan. Following approval of the Plan by the City, this 1st Stage will be tendered by the City in accordance with its purchasing by law and in concert with the YMCA.
 - The City and the YMCA agree that the restoration costs for Stage 1 (including the cost of the architects and consultants) will be funded by the City in the amount of \$2.0 million plus any unused insurance proceeds from the fire damage caused to the station buildings. It is the intent of the parties that this stage not exceed this approximate \$2.0 million. Any work desired by the YMCA resulting in expenses over the approximate \$2.0 million must be approved by the City and must be in accordance with the approved Restoration Plan and will be borne by the YMCA. Any work desired by the City resulting in expenses over the approximate \$2.0 million must be in accordance with the approved Restoration Plan and will be borne by the City.
 - In the event that the Purchase Agreement fails to close, the City agrees to reimburse the YMCA for all approved Train Station restoration costs for Stage 1 works incurred by the YMCA in excess of the monies received from the City, and to reimburse YMCA/CGC for any and all pre approved development costs related to the Train Station incurred to date.
- 2.3 The City and the YMCA agree that the Stage 2 renovations must proceed in a timely fashion immediately after the land transfer in accordance with a "Completion Plan" mutually agreed upon by the parties. In the event that construction of Stage 2 does not proceed substantially in accordance with the Completion Plan, then the City shall have the right to take back by way of conveyance, the Train Station to complete the Plan whereupon it shall reimburse the YMCA and/or CGC for any costs incurred up to the date of the conveyance in excess of the monies provided by the City. In addition, the City will reimburse to YMCA/CGC the land value occupied by the Train Station buildings as of the date of the conveyance. The YMCA/CGC agree to negotiate with the City to provide the City with a possible right of 1st refusal for any future sale of the Train Station lands.
- 2.4 The YMCA will meet immediately with the Cultural Department of the City to create a process to determine and plan future Train Station and site uses, cultural potential and community access.
 - a) The YMCA and the City agree to use their best collective efforts to complete a draft "Allandale Cultural Plan" ("Plan") within 60 days of this agreement and that this Plan

may include an immediate community consultative process.

b) The YMCA currently visualizes the following possible end uses of these buildings as:

- The west building (red brick) commercial use(rent paying)-office space for related users-perhaps arts, recreational
- The centre building-the "public space" - available for rental for public events, weddings, small stage performances - with attached kitchen potential
- The east building(the ticket office)-for YMCA related uses

Within these building should be limited retail (food service); and historic display elements.

The potential use of a Children's museum within the train station buildings will be analyzed within the 60 day period.

- 2.5 Subject to Barrie City Council's acceptance of the terms and conditions of this Preliminary Agreement, the City and YMCA/CGC agree to finalize an Agreement of Purchase and Sale ("APS") to sell, transfer and deliver to the YMCA/CGC all of the City's right, title and interest in the Station Lands for the agreed purchase price ("Purchase Price") sum of \$2,000,000 (Two Million Dollars) for approximately 9.1 acres of land(includes the lands currently owned by ACDC at the east end of the Station Lands).
- 2.6 The parties agree to discuss the possibility of a 2 stage closing with the 1st stage being an immediate transfer of approximately 2.8 acres to CGC and the 2nd stage being the transfer of approximately 6.2 acres to the YMCA following completion of any necessary rezoning. In such event, the parties agree to discuss the terms of an acceptable construction and access staging agreement and appropriate purchase price attribution.
- 2.7 The City agrees to cooperate and work with YMCA/CGC to resolve zoning matters that may arise with respect to the development of the Station Lands.
- 2.8 The YMCA agrees to proceed immediately to complete design drawings but it is understood that final design, working drawings and construction will not be undertaken until zoning matters are resolved to the satisfaction of the YMCA excluding stage 1 restorative work. The YMCA will endeavour to create a design that provides a maximum buffer distance between the Station Buildings and its new building. CGC agrees that all buildings within its component of the Allandale development will be a minimum of 2 stories in height.
- 2.9 The City agrees that at minimum the following uses are permitted on the Station Lands under by law # 2006-282:
 - retail store
 - offices
 - hotel
 - hotel building associated with a mixed use residential minimum gross floor area of 50% for hotel
 - recreational establishment
 - art gallery
 - cultural facility
 - assembly hall
- 2.10 CGC and the YMCA agree to pay the applicable DCs on their respective components of the development project.

- 2.11 The YMCA and CGC will provide to the City a copy of their agreement clarifying their relationship with respect to the development of the Station Lands.
- 2.12 The YMCA/CGC agree that they will make their best effort to adhere to the YMCA/CGC Draft Concept Design as contained in Schedule A and the YMCA/CGC Station Lands Development Project Schedule as contained in Schedule B, subject to market conditions and receiving approvals.
- 2.13 The City agrees that it will make its best effort to support the YMCA/CGC Draft Concept Design as contained in Schedule A and the YMCA/CGC Station Lands Development Project Schedule as contained in Schedule B. The City agrees that it will cooperate in processing approvals and in order to accommodate the development schedule. The City acknowledges that there is or will be servicing to, or in reasonable proximity to, the Station Lands and in sufficient capability for the development project.
- 2.14 Each of the City, YMCA and CGC will use their best efforts to assist the other in any applications for funding from Federal, Provincial and other sources for infrastructure and other financial incentives that might mitigate the cost of their respective portions of the development.

IN WITNESS WHEREOF this Preliminary Agreement has been executed by the parties hereto as of the date first above written.

THE YMCA OF SIMCOE/MUSKOKA

By: _____ c/s
Authorized Signatory

CORRECT GROUP INC.

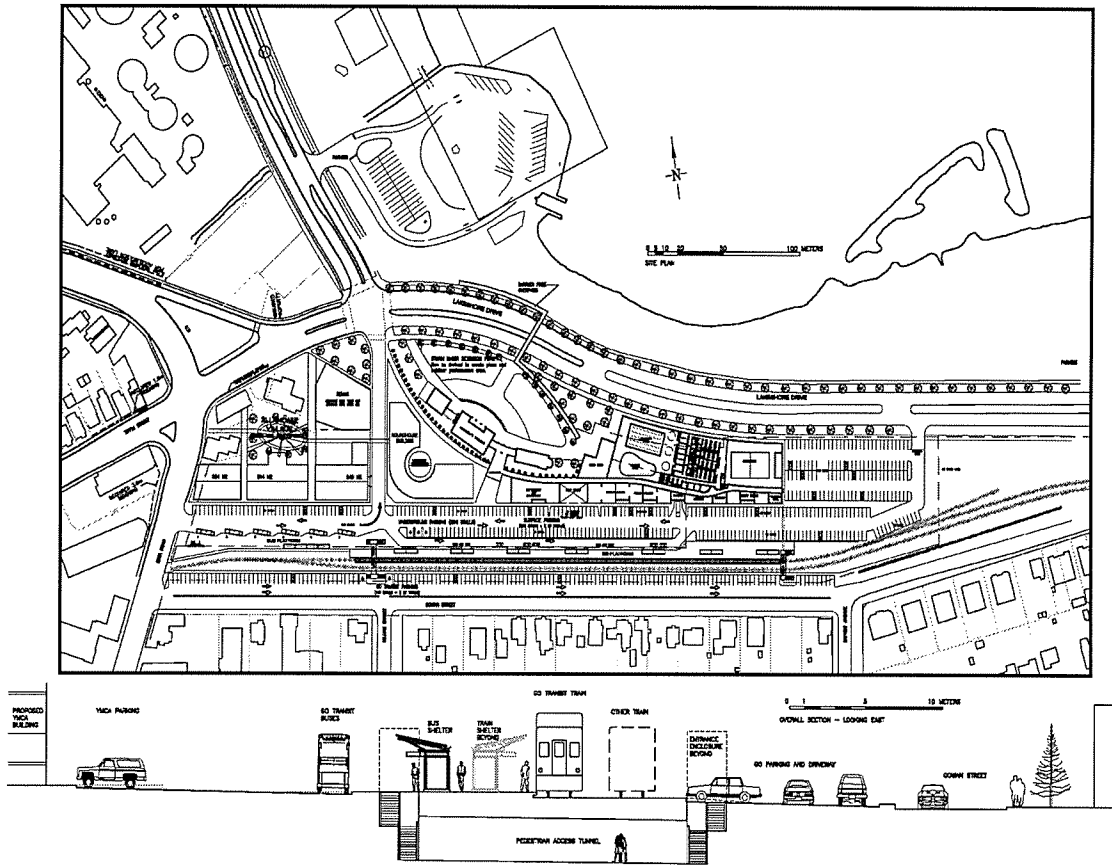
By: _____ c/s
Authorized Signatory

THE CORPORATION OF THE CITY OF BARRIE

By: _____ c/s
Authorized Signatory

SCHEDULE A

YMCA/CGC Station Lands Draft Concept Design



Allandale Go Station
Barrie, Ontario

YMCA Study
MARCH 16, 2008

McKnight Charron Laurin Inc. Architects
BUSINESS ARCHITECTS INC.

SCHEDULE B – Part 1

YMCA/CGC Station Lands Development Project Schedule

Allandale Station Redevelopment Development Timetable			
<i>(In Months)</i>	Elapsed	Start	End
YMCA	32	5	36
Correct Group:			
Agreement	2	1	2
Land Closing	-	2	2
Site Infrastructure	4	3	6
Condominium	12	7	18
Building 1	12	13	24
Building 2	12	19	30
Building 3	12	19	30
Total To Completion - 36 Months Subject To Market Conditions			

SCHEDULE B – Part 2

YMCA/CGC Station Lands Development Project Schedule

SCHEDULE B – Part 2

YMCA/CGC Station Lands Development Project Schedule

	M1	M2	M3	M4	M5	M6	M7	M8	M9	M10	M11	M12
Train Station restoration	□□□	□□□	□□□	□□□								
YMCA Development					□□□	□□□	□□□	□□□	□□□	□□□	□□□	□□□
Correct Group												
Negotiate Agreement	■ ■ ■	■ ■ ■										
Land Purchase		■ ■ ■										
Site Infrastructure			■ ■ ■	■ ■ ■	■ ■ ■	■ ■ ■						
Condominium							■ ■ ■	■ ■ ■	■ ■ ■	■ ■ ■	■ ■ ■	■ ■ ■
Building 1												
Building 2												
Building 3												
	M13	M14	M15	M16	M17	M18	M19	M20	M21	M22	M23	M24
Train Station restoration												
YMCA Development	□□□	□□□	□□□	□□□	□□□	□□□	□□□	□□□	□□□	□□□	□□□	□□□
Correct Group Development:												
Negotiate Agreement												
Land Purchase												
Site Infrastructure												
Condominium	■ ■ ■	■ ■ ■	■ ■ ■	■ ■ ■	■ ■ ■	■ ■ ■						
Building 1	■ ■ ■	■ ■ ■	■ ■ ■	■ ■ ■	■ ■ ■	■ ■ ■	■ ■ ■	■ ■ ■	■ ■ ■	■ ■ ■	■ ■ ■	■ ■ ■
Building 2							■ ■ ■	■ ■ ■	■ ■ ■	■ ■ ■	■ ■ ■	■ ■ ■
Building 3							■ ■ ■	■ ■ ■	■ ■ ■	■ ■ ■	■ ■ ■	■ ■ ■
	M25	M26	M27	M28	M29	M30	M31	M32	M33	M34	M35	M36
Train Station restoration												
YMCA Development	□□□	□□□	□□□	□□□	□□□	□□□	□□□	□□□	□□□	□□□	□□□	□□□
Correct Group Development:												
Negotiate Agreement												
Land Purchase												
Site Infrastructure												
Condominium												
Building 1												
Building 2	■ ■ ■	■ ■ ■	■ ■ ■	■ ■ ■	■ ■ ■	■ ■ ■						
Building 3	■ ■ ■	■ ■ ■	■ ■ ■	■ ■ ■	■ ■ ■	■ ■ ■						