

Please read the following before filling out this application.

This application can be submitted digitally through the City's online application portal (APLI) on www.barrie.ca.

The City of Barrie is committed to providing applicants with the best possible customer service. In order to ensure an expeditious processing of this **Application for an Extension or Revision to Draft Approved Plan of Subdivision or Condominium Approval**, all questions on the application form must be fully answered and all background material, studies and drawings identified on the check list attached to the application must be submitted at the time of application.

Incomplete applications and/or missing information may not enable staff to serve you expeditiously, and may result in delays in reviewing this application. As such, any application deemed incomplete will be returned with fees and will be accepted when the application is deemed complete.

Please confirm that all items required on the application and attached check list are provided and are complete in order to allow City staff to provide you with the best service we can.

In accordance with the provisions of the Planning Act, it is the policy of the Development Services Department to **provide public access** to all development applications and supporting documentation. In making or authorizing submission of this development application and supporting documentation, I/we, the owner or agent acting with authority on behalf of the owner hereby acknowledge the above-noted and provide my/our full consent in accordance with the provisions of applicable Provincial and Federal legislation that the information on this application and any and all supporting documentation provided by myself/ourselves, the applicant, agents, consultants and solicitors, as well as commenting letters or reports issued by the Corporation of the City of Barrie (hereinafter the "**Municipality**") and other review agencies, will be part of the public record, may be published and distributed by the municipality in any form, and will also be fully available to the general public.

ACKNOWLEDGEMENT

I have read the foregoing and acknowledge and understand the application may be returned to me, and review will be delayed if this application is not complete and does not include all the information specified in the application form.

I/we acknowledge and agree that the approval to **make all information public** also constitutes a full release to the **Municipality** of any copyright privileges and hereby undertake full responsibility for ensuring that such release is also obtained from my agents, consultants and solicitors.

I/we accordingly hereby **fully release the Municipality**, and fully indemnify the **Municipality**, from any damage, loss, claim, cause of action, responsibility or consequences whatsoever arising from publishing or releasing the application and supporting and associated information as described above.

Name: _____

Signed: _____ Date: _____



APPLICATION FOR AN EXTENSION OR REVISION TO DRAFT APPROVED PLAN OF SUBDIVISION OR CONDOMINIUM

To: Development Services Department
City of Barrie
70 Collier Street
P.O. Box 400
Barrie, Ontario
L4M 4T5

OFFICE USE ONLY
Applicant:
File No.:
Pending No.:
Circulated to:
Assessment Roll No.:
Date Received by Development Services:

Payment of application fees can be made by Cash, Cheque or Debit only.

Pursuant to City of Barrie Policy, I/We hereby submit an application for:

DRAFT APPROVED PLAN OF SUBDIVISION:

- \$4,099.97/year for an Extension to the approval timeframe.
- \$5,968.60 for a Revision to the Plan.

DRAFT APPROVED PLAN OF CONDOMINIUM:

- \$3,907.62/year for an Extension to the approval timeframe.
- \$5,968.60 for a Revision to the Plan.

DATED this _____ day of _____, 20_____

SIGNATURE OF OWNER

Personal information contained on this form is collected under the authority of (The Planning Act, c.P.13, s.4(1),) as amended and the Corporation of the City of Barrie's Resolution 93-P-248 and will be used in processing this application. Questions regarding collection of information pertaining to The Freedom of Information Act should be directed to: Manager of Planning, City of Barrie, 70 Collier Street, P.O. Box 400, Barrie, Ontario, L4M 4T5, (705) 726-4242.

**INCOMPLETE APPLICATIONS WILL BE RETURNED TO APPLICANT.
NOTE: PURSUANT TO COUNCIL POLICY ADOPTED BY MOTION 09-G-286 ON JUNE 22, 2009,
REQUEST FOR EXTENSION OF DRAFT PLAN APPROVAL MUST BE SUBMITTED A MINIMUM OF
120 DAYS PRIOR TO THE DRAFT PLAN APPROVAL LAPSING DATE.**

1. Registered Owner and Full Mailing Address:

Postal Code _____ Telephone Number _____
Fax Number _____

2. Agent, Planning Consultant, and/or Consultant Engineer and full mailing address. Note: unless otherwise instructed, the City will contact the agent as the application co-ordinator.

Postal Code _____ Telephone Number _____
Fax Number _____

3. Ontario Land Surveyor and Full Mailing Address:

Postal Code _____ Telephone Number _____
Fax Number _____

4. Location of Land(s) Proposed to be Subdivided: _____

Municipal Address (if applicable): _____

Legal Description, Registered Plan Number and PIN (Property Identification Number): _____

5. Ministry File Number: 43T- _____

6. Date of Draft Plan Approval: _____

7. Date of any previous Council reviews to "extend" draft approval: _____

8. Draft Plan Approval Lapsing Date: _____

9. Use of lands as draft approved:

Intended Use	Residential Units	Number of Lots and/or Blocks	Hectares	Density Proposed (Specify) Units per Hectare
Single Detached Residential				
Duplex or Semi-Detached Residential				
Street Townhouses				
Cluster/Block Townhouses				
Apartments				
Neighbourhood Commercial				
Commercial, Other				
Industrial	N/A			N/A
Park or Open Space	N/A			N/A
Environmental Protection	N/A			N/A
Institutional (specify)				
Other				
TOTAL				

10. Present use of lands to be subdivided: _____

11. Are any changes proposed to the draft approved plans? Yes
No

If yes describe: _____

12. Implementing Zoning By-law number and Council Approved date:

By-law _____

Date _____

13. Is Zoning By-law in effect? Yes
No

14. Have engineering plans been prepared and submitted to the City for review in the preparation of the subdivision agreement? Yes
No

15. Date of their submission: _____

16. List reasons why the plan has not been final approved for registration and why Council should consider extending draft approval:

Please submit 10 full scale and 1 reduction (11" x 17") of the draft plan with the application.

I _____ of _____ of the County of _____ do solemnly declare that all above statements contained in all of the exhibits submitted herewith are true, and I make this solemn declaration conscientiously believing it to be true and knowing it has the same force and effect as if made under oath and by virtue of the "**CANADA EVIDENCE ACT**".

Declared before me at _____

of _____ in the County of

_____ this _____

day of _____ 20_____

SIGNATURE OF OWNER OR AGENT

COMMISSIONER OF OATHS

For Office Use Only

APPLICATION ACCEPTED AS COMPLETE:

This _____ day of _____ 20_____

Project Manager

SCHEDULE A
COST RECOVERY AGREEMENT
LEGAL DESCRIPTION
AND
MUNICIPAL ADDRESS

Legal Description:

Municipal Address:

This Agreement made this _____ day of _____, 20____.

COST RECOVERY AGREEMENT

B E T W E E N:

(hereinafter referred to as "the Applicant")

AND

THE CORPORATION OF THE CITY OF BARRIE

(hereinafter referred to as "the Corporation")

WHEREAS the Applicant has made application to the Corporation for planning approval necessary to develop the lands described in Schedule "A" (the "Lands");

AND WHEREAS the Applicant is the owner of the lands or has the consent of the owner of such lands to make such application;

AND WHEREAS it may be necessary to investigate and resolve planning, engineering, legal and/or other issues;

AND WHEREAS the Corporation may, at its sole discretion, find it necessary to engage professional planning, engineering, legal and other services in reviewing the application;

NOW THEREFORE in consideration of the sum of \$5 paid by the Corporation to the Applicant and in further consideration of the Corporation reviewing such application and incurring costs in so doing (the sufficiency of which is acknowledged by the Applicant), the parties agree as follows:

1. This agreement shall not be construed as the Corporation's acceptance or approval of the application.
2. The Corporation agrees to review the application and may retain such additional planning, engineering, environmental, legal and/or other consultants as are deemed necessary by the Corporation to thoroughly evaluate the application. Save and except for the legal services retainer disclosed in Paragraph 3 below, prior to retaining such additional consultants, prior to retaining such consultants, the Corporation shall advise the Applicant of its intention to do so and shall advise the Applicant as to the proposed purpose for such retainer, the proposed consultant, the proposed terms of reference and the proposed estimated costs. The Applicant may make submissions to the Corporation with respect to the foregoing information within 7 days of receipt of same. The Corporation shall consider such submissions in good faith, but shall retain its sole discretion with respect to such retainer. The Applicant shall be entitled to the provision of final reports submitted by such consultants but not to drafts, or communications which would otherwise be privileged. The Applicant agrees that with respect to legal consultants all such work shall be solicitor-client privilege to which it has no access.

3. The Corporation hereby notifies the Applicant that it intends to retain Barrie's Solicitor to provide legal services relating to the preparation and execution of an agreement contemplated by the Planning Act.
4. The Applicant shall pay all reasonable costs specific to the application as incurred by the Corporation for its solicitor (on a complete indemnity basis) and other consultants and its administrative costs (application fees authorized pursuant to the Corporation's Fees By-law) as amended from time to time prior to the date of this agreement in respect of the application, including interest on arrears if incurred as the result of delay in payment by the Applicant. Notwithstanding the foregoing, in the event proceedings are commenced by the Applicant or the Corporation with respect to the application which results in the Applicant and the Corporation advocating positions which are opposed in interest, the Corporation shall not be entitled to collect such costs or recover expenses from the Applicant in connection therewith from the date of commencement unless so ordered by the tribunal or adjudicator determining the outcome of such proceedings.
5. The Applicant shall, upon being notified from time to time, deposit sufficient funds with the City to cover the estimated expenses including all consulting fees and disbursements. In default of such deposits being made, the Corporation may refuse to continue to process the application, refuse to execute any agreement required as a condition of development approval or take such legal action against the Applicant as it deems necessary.
6. The Corporation upon completion, termination, withdrawal of the application, or the filing of proceedings being commenced as contemplated in paragraph 4 above whereby the Applicant and the Corporation are advocating positions which are opposed in interest, shall prepare and submit a final statement of account to the Applicant, including copies of all invoices submitted to it by its consultants. Surplus funds held by the Corporation shall be returned to the Applicant within sixty (60) days of such completion, termination or withdrawal. Surplus funds shall not be returned to any mortgagee or subsequent owner of the property referred to in the application except on the written direction of the Applicant or pursuant to a Court Order.
7. This Agreement shall not stand in lieu of or prejudice the rights of the Corporation to require such further and other agreements permitted by provincial or federal legislation in respect of any application that the Corporation may deem necessary.
8. This Agreement constitutes the entire agreement of the parties to date with respect to the payment of the Corporation's costs for professional planning, engineering, legal and other services required in consideration of the application. Any subsequent agreement which includes a provision relating to costs incurred by the Corporation shall be deemed to be supplementary to this agreement and shall not supersede this agreement.
9. This Agreement shall be effective from the earlier of the date of this agreement and the date the application referred to herein was submitted to the Corporation.
10. The persons signing this Agreement on behalf of the parties warrant that each person who signs this Agreement is authorized to represent that party and to bind it in this Agreement.
11. This Agreement shall enure to the benefit of and be binding upon the parties and their respective successors and assigns.
12. Should any provision or any part of any provision of this Agreement be declared null, void or inoperative, the remainder of the Agreement shall remain in full force and effect and shall be interpreted as a complete entity.
13. The Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.

14. Any notice required pursuant to this Agreement shall be in writing and delivered personally, by confirmed facsimile transmissions ("fax") or sent by registered mail to the following addresses:

The Applicant:

Mailing address:

Delivery address:

Fax number:

Attention:

The Corporation:

The Corporation of the City of Barrie
Legislative & Court Services
Attention: Wendy Cooke, City Clerk
70 Collier Street, Box 400
Barrie, ON L4M 4T5
(705) 726-4242 (Fax) 739-4243

or to such other addresses either of the Parties may indicate in writing to the other.

Any notice given in accordance with this shall be deemed to have been received:

- i) upon delivery, if delivered personally;
- ii) at the time of transmission if sent by fax between 9:00 a.m. and 4:00 p.m. EST, or, if sent before or after such times, on the next business day; or
- iii) on the fifth day after posting, if sent by registered mail, provided that if such day is a Saturday, Sunday or holiday, on the next business day thereafter.

APPLICANT

**THE CORPORATION OF
THE CITY OF BARRIE**

Per: _____ c/s

Name:
Title:

Per: _____

Wendy Cooke, City Clerk
I have authority to bind the
Corporation

Per: _____ c/s

Name:
Title:

I/We have authority to bind the corporation