
DRAFT PLAN OF SUBDIVISION CONDITIONS**40 Harvie Road**

Prior to final approval and registration of the Plan of Subdivision for the subject lands, the owner must comply with the following conditions, and confirmation must be received from the appropriate department or agency to the satisfaction of the City of Barrie (the City) as summarized in Condition 52.

1. The owner shall prepare the Final Plan of Subdivision on the basis of the approved Draft Plan of Subdivision, prepared by Skelton Brumwell & Associates Inc., Drwg. No. 1238-DP(18), dated February 2018, which illustrates lots for the development of General Commercial, Highway Industrial, and Light Industrial uses, and blocks for roads, road widenings, reserves, stormwater management and environmental protection.

SPECIAL CONDITIONS

2. That by **June 18, 2018**, the owner has executed an unconditional Agreement with the City to dedicate the lands identified as Part 1 to Part 11, except Part 4, 51R-41347, by August 10, 2018, to facilitate the Harvie Road widening and overpass of Highway 400 from Big Bay Point Road (the "Widening Lands"). The dedication of the Widening Lands shall be at no cost to the City and the Widening Lands shall be free and clear of any charges or encumbrances at the time of dedication. (Part of Bryne Drive shown as Part 10 on 51R-41347, Block 15 modified to add Part 11 on 51R-41347, Blocks 16, 17 and 20)
3. The owner shall agree to dedicate the remaining lands identified as Bryne Drive to the City, to be surveyed and confirmed in accordance with the Class Municipal Environmental Assessment (Oct. 2017), north of Harvie Road, west of Highway 400.
4. The owner shall agree to dedicate the lands identified as Block 13, modified to remove Part 11 on 51R-41347, to the Ministry of Transportation as public highway.
5. The owner shall agree to the protection of the lands identified as Block 14 for the City and/or Ministry of Transportation for the future Highway 400 interchange.
6. Prior to final approval, the owner shall prepare an updated Planning Justification Report that details how development permissions on the subject lands respect the identified Natural Heritage Resource features to the satisfaction of the Lake Simcoe Region Conservation Authority (LSRCA) and the City. This would include, but not be limited to, evaluation of the environmental policy context in the Provincial Policy Statement, Growth Plan for the Greater Golden Horseshoe, the Lake Simcoe Protection Plan and the City of Barrie Official Plan.
7. Prior to final approval, and prior to any major site alteration, the owner shall prepare a detailed Environmental Impact Study (EIS) to the satisfaction of LSRCA and the City. The EIS shall demonstrate conformity with the Provincial Policy Statement, Growth Plan for the Greater Golden Horseshoe, the Lake Simcoe Protection Plan and the City of Barrie Official Plan and provide recommendations that facilitate the preservation, buffering and/or mitigation for the Natural Heritage Resource features identified on the subject property, including but not limited to the cold water tributaries of Whiskey Creek, Hotchkiss Creek, a wetland, a woodland, associated slope and ravine lands
8. Prior to final plan approval, and prior to any major site alteration, the owner shall prepare and implement an ecological offsetting strategy in accordance with the LSRCA Ecological Offsetting Plan to the satisfaction of the LSRCA.

9. Prior to final approval, and prior to any grading or construction on the site, the recommendations of the EIS, are required to be implemented for the entirety of the lands to facilitate the preservation, buffering and/or mitigation for the Natural Heritage Resource features in coordination with, and to the satisfaction of, the LSRCA and the City. The owner shall acknowledge and agree that red-line revisions to the Draft Plan, land dedication as well as offsetting and compensatory measures may result from implementation.
10. The owner shall acknowledge and agree that all lots identified for development are subject to Site Plan Control.
11. The City is under obligation, through the Road Crossing Works Agreement between North American (Park Place) Corporation and the City which was executed on May 20th, 2010, to utilize its best effort to ensure that developments within the area of land as outlined in Schedule D of the Agreement, will pay their respective fair share of the financial contribution of the costs associated with the Road Crossing Works at Highway 400 and Harvie/Big Bay Point Road. In this regard, the owner shall make a contribution of \$1,119,531.00 (\$29,414.91/ha X 38.06 ha) in the form of a Letter of Credit towards securing the works associated with the Road Crossing Works Agreement and the requirements thereof.
12. The owner shall agree to dedicate a daylighting triangle at the future Beacon Road/Harvie Road intersection to the City in accordance with City standards and guidelines.
13. The owner shall agree to dedicate Block 10 to the City as an access to the City owned ravine feature and Environmental Protection lands.
14. The owner shall agree to dedicate Blocks 11 and 12 to the City for stormwater management. The size, location and configuration of the blocks will need to be confirmed through the submission of a Stormwater Management Report along with confirmation that all items within section 4.7 of the City's Storm Drainage and Stormwater Management Policies and Guidelines have been fulfilled.
15. The owner shall acknowledge and agree to pay the City their fair share cost for the construction of the stormwater management pond and swale located on Blocks 11 and 12.
16. The owner shall agree to dedicate Block 19 to the City to support the location of a future stormwater management pond (Whiskey Creek Pond B).

STANDARD CONDITIONS

17. Prior to final approval and prior to any grading or construction on the site, confirmation and concurrence that all lots and blocks are in accordance with the City's Zoning By-law and site specific Zoning By-law 1998-168, is required to the satisfaction of the City.
18. The road allowances included in this draft plan shall be shown and dedicated as public highways on the final plan.
19. The road allowances included in this draft plan shall be named to the satisfaction of the City.
20. Any dead ends and open side of road allowance created by this draft plan shall be terminated in 0.3m reserves to be conveyed to the City.
21. The owner shall be responsible for the provision of all works and services including the connections to existing municipal services in accordance with all City Development Standards and Policies.

22. The owner shall agree and acknowledge that the proposed development must be serviced from the municipal water distribution system. The water distribution system for the subject land shall be of sufficient size to provide the maximum day usage plus maintain minimum fire flows, all to the satisfaction of the City.
23. The owner shall be responsible for complying with and satisfying all applicable policies and requirements of approval from the City, the LSRCA, the Ministry of Transportation and any other applicable agency, all in accordance with current City Development Standards and Policies.
24. The owner shall be responsible for removing any wells in accordance with current Ministry of the Environment and Climate Change requirements.
25. The owner shall convey any blocks and/or easements required for the provisions of utility, sanitary, water service, stormwater, or environmental protection to the City and/or appropriate authority.
26. The owner shall provide for appropriate storm and sanitary conveyance systems including outlet work and/or other related facilities including the provision of servicing facilities external to the plan where required.
27. Registration of this plan will not be considered until all infrastructure necessary to support the development of this plan is secured with the City. Further, occupancy will not be granted until all necessary infrastructure is constructed and operating to municipal standard.
28. The owner shall agree to enter into a Subdivision Agreement with the City to satisfy all requirements financial or otherwise with regard to provision of roads, grading, landscaping, naturalization and stream restoration, fencing, payment of development charges and engineering studies to support municipal services.
29. The owner shall agree and acknowledge that draft approval does not in itself constitute a commitment by the City or the Ministry of Environment and Climate Change to provide servicing access to the City's Wastewater Treatment Plant or Water Supply Plant. The subject plan may proceed to registration provided there is sufficient plant capacity and capability to serve the development. Plant capacity will be allocated for new development on a priority basis at the time of payment of Development Charges.
30. Prior to final approval and prior to any grading or construction on the site, the following master engineering studies be updated and/or prepared and submitted to the satisfaction of the City, LSRCA, Ministry of Transportation or other applicable agencies:
 - a. The Functional Servicing Report prepared by Skelton Brumwell and Associates Inc. (dated February 2018) must be revised to clearly demonstrate how the property is to be serviced and to analyze/confirm that existing municipal infrastructures are available and have the capacity to support the proposed development and or recommend any necessary improvements. The report shall include supporting figures/drawings and include any reference materials from any other supporting documents.
 - b. A detailed Geotechnical Report shall be prepared to the satisfaction of the City and LSRCA.
 - c. A Stormwater Management Report in accordance with Lake Simcoe Region Conservation Authority Technical Guidelines for Stormwater Management Submissions (September, 2016) and in conformity with the Stormwater Management Master Plan approved under Strategic Action 4.5-SA of the Lake Simcoe Protection Plan.

- d. A detailed Low Impact Development (LID) Evaluation demonstrating the means to maximize the use of LID measures consistent with Policy 1.6.6.7 of the Provincial Policy Statement (2014) through the design charrette process.
 - e. A detailed Hydrogeological Report shall be prepared to the satisfaction of the LSRCA and City demonstrating that the anticipated changes in water balance from pre-development to post-development will be minimized in accordance with Designated Policies 4.8 and 6.40 of the Lake Simcoe Protection Plan.
 - f. An Erosion and Sedimentation Control Strategy detailing how erosion and siltation and their effects will be minimized both during and following construction together with an appropriate security deposit being provided.
 - g. A topographical survey and detailed Grading and Drainage Plan indicating all existing and proposed grades for the site.
31. Prior to final plan approval and any major site alteration, a detailed phosphorus budget shall be prepared to the satisfaction of the LSRCA demonstrating that the anticipated changes in phosphorus loadings from pre-development to post-development will be minimized in accordance with Designated Policy 4.8(e) of the Lake Simcoe Protection Plan. In accordance with the LSRCA Phosphorus Offsetting Policy, compensatory measures may be required.
 32. Prior to final plan approval and any major site alteration, the owner shall provide a Tree Inventory, Tree Assessment and Tree Preservation Plan as required in By-law 2005-120 and the City's Tree Protection Manual to the satisfaction of the City.
 33. The owner shall conform to all approved master engineering studies including environmental investigation, hydrogeological and hydrological studies, noise studies, traffic impact studies (all synchro analysis sheets to be included), etc., to determine the conditions under which development should be permitted and should be fully responsible for the provision of all works and services required to support the proposed land use to the satisfaction of the City, LSRCA, Ministry of Transportation or other applicable agencies and in accordance with current City Development Standards and Policies.
 34. Prior to any site alteration, the owner is required to obtain a Site Alteration Permit as described within By-law 2014-100. Prior to the commencement of any works within the site, all requirements, obligations, and control measures as described within By-law 2014-100, will be in place and undertaken to the satisfaction to the City, LSRCA and Ministry of Transportation as appropriate. It will be the owner's responsibility to maintain said works for the duration of the subject development. Prior to the issuance of a Site Alteration Permit, the owner shall be required to obtain a tree removal permit and shall not remove any trees from the site without written approval from the Director of Engineering. Any trees which are removed, injured or damaged as a result of construction activities without written consent shall be replaced or the City compensated.
 35. The owner shall obtain permits as required from the Ministry of Transportation prior to site grading/servicing/internal road construction, as required for all buildings/structures within setback limits from Highway 400, and site signage.
 36. The owner shall obtain permits from LSRCA to fulfill the requirements of Ontario Regulation 179/06 under the Conservation Authorities Act.
 37. The owner shall pay all development fees applicable to LSRCA in accordance with the approved fees policy under the Conservation Authorities Act.

38. That prior to final approval and any major site alteration, the provisions of the Endangered Species Act shall be addressed to the satisfaction of the Ministry of Natural Resources and Forestry.
39. The owner shall agree in the Subdivision Agreement to maintain all existing vegetation until a maximum of 30 days prior to any grading or construction on-site in accordance with the Lake Simcoe Protection Plan.
40. The owner shall agree in the Subdivision Agreement to indemnify and save harmless the municipality and LSRCA from all costs, losses, damages, judgments, claims, demands, suits, actions, or complaints resulting from any increased flooding or erosion to property and people as a result of the approved storm water management scheme. The Owner shall obtain and maintain in full force and effect during the term of this Agreement general liability insurance with respect to the storm water management works and system.
41. The owner shall be responsible for posting signage on the property addressing Emergency Services Assistance, and the final plan identify fire break lots, as necessary, to the satisfaction of the City.
42. The owner shall complete an archaeological assessment of the subject property and mitigate and/or salvage any significant archaeological remains to the satisfaction of the Development Plans Review Unit of the Ministry of Tourism Culture and Sport, and the City if such significant archaeological remains are found within the lands to be dedicated to the City.
43. The owner shall agree in the Subdivision Agreement in wording satisfactory to Hydro One Networks Inc. (HONI):
 - a. The developer must contact Roman Dorfman, Senior real estate coordinator at 905-946-6243 to discuss all aspects of the subdivision design, ensure all of HONI's technical requirements are met to its satisfaction, and acquire the applicable agreements.
 - b. Prior to HONI providing its final approval, the developer must make arrangements satisfactory to HONI for lot grading and drainage. Digital PDF copies of the lot grading and drainage plans (true scale), showing existing and proposed final grades, must be submitted to HONI for review and approval. The drawings must identify the transmission corridor, location of towers within the corridor and any proposed uses within the transmission corridor. Drainage must be controlled and directed away from the transmission corridor.
 - c. Any development in conjunction with the subdivision must not block vehicular access to any HONI facilities located on the transmission corridor. During construction, there must be no storage of materials or mounding of earth, snow or other debris on the transmission corridor.
 - d. At the developer's expense, temporary fencing must be placed along the transmission corridor prior to construction, and permanent fencing must be erected where subdivision lots directly abut the transmission corridor after construction is completed.
 - e. The costs of any relocations or revisions to HONI facilities which are necessary to accommodate this subdivision will be borne by the developer. The developer will be responsible for restoration of any damage to the transmission corridor or HONI facilities thereon resulting from construction of the subdivision.
 - f. HONI's easement rights must be protected and maintained.
44. The owner shall satisfy the requirements of Alectra Utilities with respect to the provision of electrical utilities.
45. The owner shall agree in the Subdivision Agreement in wording satisfactory to Bell Canada, to grant to Bell Canada any easement that may be required for telecommunication services.

Easements may be required subject to final servicing decisions. In the event of any conflict with existing facilities, the owner shall be responsible for the relocation of such facilities or easements.

46. The owner shall agree in the Subdivision Agreement in wording satisfactory to Enbridge Consumers Gas:
 - a. That the owner is responsible for preparing a composite utility plan that allows for the safe installation of all utilities, including required separation between utilities;
 - b. That streets are to be constructed in accordance with the composite utility plans as approved by all utilities;
 - c. That the streets are graded to final elevation prior to the installation of the gas lines and provide Enbridge Gas Distribution Inc. with the necessary field survey information required for the installation of the gas lines; and
 - d. That the owner provide approved road cross-sections showing all utilities in the configuration proposed for all of the street widths within the development.
47. The owner shall provide the registered Plan of Subdivision, and all other associated plans, referring to horizontal control surveys UTM (Zone 17) NAD83 to the City. These are to be supplied in both hard copy and digital format.
48. The owner may be required to provide a satisfactory Financial Impact Analysis, completed by a qualified financial consultant, which describes the capital and operating costs estimated to be borne by the City as a consequence of the subject development.
49. The owner shall submit plans showing the proposed phasing and/or staging arrangements to the City for review and approval if this subdivision is to be developed by more than one registration.
50. The owner shall agree in the Subdivision Agreement, in wording acceptable to the City, LSRCA, Ministry of Transportation and other applicable agencies, to carry out or cause to be carried out, the recommendations and measures contained within the plans and requirements set out in the Draft Plan of Subdivision Conditions as issued on June 4, 2018.
51. The Subdivision Agreement shall require qualified professionals acceptable to the City, the LSRCA, and any other applicable agencies, to certify in writing, that all works were constructed in accordance with the plans, reports and specifications, approved as part of this review process.
52. Prior to final approval, the City is to be advised in writing by the applicable agency how each of their conditions has been satisfied:
 - a. Planning & Building Services, conditions 1, 6, 7, 9, 10, 17, 19, 48, 52-54;
 - b. Engineering Department, conditions 1-3, 5, 11-16, 18, 20-30, 32-34, 47, 49-51;
 - c. Emergency Services, condition 41;
 - d. LSRCA, conditions 6-9, 23, 30, 31, 33, 34, 36-40, 50, 51;
 - e. Ministry of Transportation, conditions 4, 5, 23, 30, 35, 50, 51;
 - f. Ministry of Tourism, Culture and Sport, condition 42;
 - g. Hydro One Networks Inc., condition 43;
 - h. Alectra Utilities, condition 44;
 - i. Bell Canada, condition 45;
 - j. Enbridge Consumers Gas, condition 46.
53. The Subdivision Agreement be registered on title at the owner's expense.
54. The owner shall agree to register the Final Plan of Subdivision within three (3) years of Draft Approval. If the Final Plan is not registered within that time, the City may withdraw draft approval or grant an extension to Draft Approval which shall be based on written information provided by

the owner to substantiate the extension. Any draft plan extension application must be made a minimum 120 days prior to lapsing of the draft subdivision approval.

ATTACHMENT A

Draft Plan of Subdivision, prepared by Skelton Brumwell & Associates Inc., Drwg. No. 1238-DP(18), dated February 2018

ATTACHMENT B

Plan 51R-41347

A handwritten signature in blue ink that reads "Andrea Bourrie".

Andrea Bourrie, RPP
Director of Planning & Building Services
City of Barrie

A handwritten date in blue ink that reads "June 4 2018".

Date

If there are no appeals, draft approval is deemed to have been made on **June 4, 2018**.