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THE CORPORATION OF THE CITY OF BARRIE
PLANNING SERVICES DEPARTMENT
"Committed to Service Excellence"

July 6, 2017

File No.: **D12-404**
(D09-OPA031, D14-1556)

Ray Duhamel
Jones Consulting Group
1-229 Mapleview Dr. E.
Barrie, ON L9S 3Z6

Dear Mr. Duhamel:

Re: Draft Plan of Subdivision Approval
Lots 2 & 3, Concession 14, Former Innisfil and all of Blocks 160 to 164 Plan 51M-867

Pursuant to City of Barrie Council adopted By-law 2010-166, Planning Services has been delegated approval authority for Plans of Subdivision.

In accordance with this authority, please find attached the Draft Plan of Subdivision Conditions as issued and approved by Planning Services. These conditions are required to be cleared prior to final registration of the subject Plan of Subdivision. Official notification of this decision will be provided to all appropriate parties under separate cover.

If you have any questions or concerns, please do not hesitate to contact Celeste Terry, Planner in this department, at (705) 739-4220, ext.4430.

Sincerely,

A handwritten signature in blue ink, appearing to read "Merwan Kalyaniwalla".

Merwan Kalyaniwalla, MCIP, RPP
Manager of Sustainable Development

cc: 1934811 Ontario Limited – John Duivenvoorden
Lee Bull, Nottawasaga Valley Conservation Authority
Tina Gonneau, Planning Services
Nadine Rush, Engineering Department
Bill McGregor, Parks - Engineering Department

Attach.

DRAFT PLAN OF SUBDIVISION CONDITIONS

Part of lot 2, Concession 14 (Innisfil) & Blocks 160-164 on 51M-867

Prior to final approval and registration of the Plan of Subdivision for the subject lands, the owner/developer must comply with the following conditions and/or agree to comply with that condition in the Subdivision Agreement. Confirmation of clearance for each condition must be received from the appropriate department or agency to the satisfaction of the City of Barrie (the City) as summarized in Condition 42.

1. The owner/developer shall prepare the Final Plan of Subdivision on the basis of the approved Draft Plan of Subdivision, prepared by Jones Consulting Group Ltd., Project No. DUI-15187, revision dated Jan. 11, 2017, which illustrates 75 lots for residential single detached housing, a medium density block, blocks for environmental protection, roads, widenings and reserves.

SPECIAL CONDITIONS

2. The owner/developer shall acknowledge and agree to convey Blocks 77, 78 and 79 to the City at no expense and free and clear of encumbrance as Environmental Protection lands.
3. The City shall receive an acknowledgement from the Cost Sharing Trustees of the Ardagh West Development Cooperation that the owner/developer is in good standing with respect to their participation in the cost sharing contribution for the construction of services in the Ardagh West Secondary Plan Area.
4. The owner/developer shall acknowledge and agree that the subject property is located within the Ardagh West Secondary Plan Area, and as a result, will be responsible for adhering to all conditions and requirements, including but not limited to transportation, drainage and servicing, as outlined within the Ardagh West Master Servicing Reports and agreements to the satisfaction of the City and the Ardagh West Development Corporation.
5. The owner/developer shall acknowledge and agree to convey a 5 metre right-of-way widening along the entire Ardagh Road frontage of these lands as well as dedicate a 5 metre x 10 metre daylighting triangle at the intersection of Ardagh Road with the extension of Summerset Drive.
6. In coordination with the City of Barrie, the owner/developer shall agree that a sidewalk will not be installed on the north side of the Summerset Drive extension east from Ardagh Road to Lot 24.

STANDARD CONDITIONS

7. The owner/developer shall demonstrate that all lots and blocks are in accordance with the City's Zoning By-law.
8. The owner/developer 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.
9. The owner/developer shall ensure that the road allowances included in this draft plan are shown as public highways on the final plan and shall agree to dedicate those allowances to the City.
10. The owner/developer shall acknowledge and agree that the road allowances included in this draft plan will be named to the satisfaction of the City.

11. The owner/developer shall ensure that any dead ends and open side of road allowance created by this draft plan be terminated in 0.3m reserves and shall agree to convey those reserves to the City at no expense and free and clear of any encumbrances.
12. The owner/developer shall agree to provide all external infrastructure in compliance with City Standards necessary to support the development of this plan. The owner/developer is hereby advised that compliance with City Standards may result in potential lot line adjustments in order to accommodate the future municipal sidewalk and infrastructure system(s).
13. The owner/developer shall acknowledge and agree to decommission any temporary turning circles. Permanent turning circles are to be design and constructed in accordance with the latest City of Barrie standards.
14. The owner/developer shall acknowledge and agree that the provision of all works and services, including the connections to existing municipal services, will be in accordance with City Development Standards and Policies. The owner/developer shall provide a capacity and demand analysis for sanitary and water servicing requirements if this development results in an increase in density or change in built-form anticipated for the subject lands.
15. The owner/developer 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.
16. The owner/developer shall acknowledge and agree that any blocks and/or easements required for utility, sanitary, water service or stormwater purposes will be conveyed to the City and/or appropriate authority.
17. The owner/developer shall acknowledge and agree to be responsible for complying with and satisfying all applicable policies and requirements of approval from the City, Nottawasaga Valley Conservation Authority (NVCA) and any other applicable agency.
18. The owner/developer shall agree to enter into a Subdivision Agreement with the City to satisfy all requirements, financial and otherwise, with regard to provision of roads, grading, landscaping naturalization, stream restoration, fencing, payment of development charges and engineering studies to support municipal services.
19. The owner/developer shall be responsible for removing any wells on the property in accordance with current Ministry of the Environment and Climate Change guidelines.
20. The owner/developer is hereby advised that draft approval does not in itself constitute a commitment by the City to provide servicing access to the City's Pollution Control 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.
21. The owner/developer shall acknowledge and agree that prior to final approval, and prior to any grading or construction on the site, the following be prepared in accordance with existing Master Studies and applicable policy and submitted to the satisfaction of the City, Nottawasaga Valley Conservation Authority and any other applicable department or agency:
 - a) A detailed Stormwater Management Plan indicating or addressing Best Management Practices (BMP);

- b) 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;
 - c) A detailed Grading and Drainage Plan indicating all existing and proposed grades for the site; and
 - d) A Tree Inventory, Tree Assessment and Tree Preservation Plan.
22. That prior to any site alteration, the owner/developer is required to obtain a Site Alteration Permit as described within By-law 2006-101. Prior to the commencement of any works within the site, all requirements, obligations, and control measures as described within By-law 2006-101, will be in place and undertaken to the satisfaction of the City and the Nottawasaga Valley Conservation Authority as appropriate. It will be the owner/developer's responsibility to maintain said works for the duration of the subject development.
23. The owner/developer shall acknowledge and agree that all appropriate sediment and erosion control measures will be installed and maintained, as approved by the City, prior to any construction or grading on site.
24. The owner/developer shall acknowledge and agree that prior to the issuance of a Site Alteration Permit a Tree Removal Permit may also be required. The owner/developer 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.
25. The owner/developer shall engage the services of a Landscape Architect to prepare a comprehensive set of drawings including but not limited to streetscape, landscape, fencing, restoration, naturalization, details and specifications to the satisfaction of the City prior to final approval. The owner/developer will be required to implement at their cost and expense all plans to the satisfaction of the City.
26. The owner/developer shall acknowledge and agree that all required stormwater management facilities must be in place and conveyed to the City prior to the construction of any other structures.
27. Prior to any placement of fill, construction or alteration to a watercourse, a blanket "Fill, Construction and Alteration to Waterways" permit be obtained, if required, from the Nottawasaga Valley Conservation Authority.
28. In order to mitigate the harmful effects of concentrated stormwater runoff into ravine areas or Environmental Protection lands, the owner/developer shall employ various means and methods to decrease the anticipated flow. Such methods may include redirection of the stormwater roof leaders to roads, soak away pits, and rear yard infiltration galleries.
29. The owner/developer shall acknowledge and agree to post signage on the property addressing Emergency Services Assistance to the satisfaction of the City.
30. The owner/developer shall identify, as necessary, fire break lots prior to registration to the satisfaction of the Barrie Fire & Emergency Services.
31. The owner/developer shall engage the services of a Qualified Person to 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 of Barrie.

32. The owner/developer shall agree in the Subdivision Agreement to satisfy the requirements of Alectra Utilities with respect to the provision of electrical utilities.
33. The owner/developer shall agree in the Subdivision Agreement, in wording satisfactory to Bell Canada:
- a) That prior to commencing any work within the Plan, the owner/developer must confirm that sufficient wire-line communication/telecommunication infrastructure is currently available within the proposed development to provide communication/telecommunication service. In the event that such infrastructure is not available, the owner/developer may be required to pay for the connection to and/or extension of the existing telecommunication infrastructure.
 - b) That any easements for telecommunication services are granted to Bell Canada as required. In the event of any conflict with existing facilities, the owner/developer shall be responsible for the relocation of such facilities or easements.
34. The owner/developer shall agree in the Subdivision Agreement, in wording satisfactory to Enbridge Consumers Gas:
- a) To coordinate the preparation of an overall utility distribution plan to the satisfaction of all affected authorities;
 - b) That streets are to be constructed in accordance with municipal standards;
 - c) That streets be graded to final elevation prior to the installation of the gas lines, all to the satisfaction of Enbridge Consumers Gas; and
 - d) That all of the natural gas distribution system will be installed within the proposed road allowances therefore easements will not be required.
35. The owner/developer shall agree in the Subdivision Agreement, in wording acceptable to the Simcoe County District School Board, to include a clause in all offers of Purchase and Sale agreements:
- "That students from this development attending facilities operated by the Simcoe County District School Board may be transported and accommodated in temporary facilities outside of the neighbourhood school's area, until such time as the neighbourhood school is constructed and opened".
36. The owner/developer shall agree in the Subdivision Agreement, in wording acceptable to the Simcoe Muskoka Catholic District School Board, to include the following clause in all offers of Purchase and Sale agreements:
- "That pupils from this development attending educational facilities operated by the Simcoe Muskoka Catholic District School Board may be transported to/accommodated in temporary facilities out of the neighbourhood school's area."
37. The owner/developer may be required to provide a Financial Impact Analysis to the satisfaction of the City that describes the capital and operating costs estimated to be borne by the City, and the timing thereof, as a consequence of the subject development.
38. The owner/developer shall prepare and agree to distribute an Information Package (brochure) approved by the City to the prospective purchasers of the subject lands that generally addresses the various land use components of the development, including but not limited to: the location of major utilities, road extensions, lot sizes and types.

39. The owner/developer 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 in accordance with City standards.
40. That the owner/developer shall agree in the Subdivision Agreement, in wording acceptable to the City, Nottawasaga Valley Conservation Authority, 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 July 6, 2017.
41. The Subdivision Agreement shall require qualified professionals acceptable to the City, the Nottawasaga Valley Conservation Authority, 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.
42. That prior to final approval the City is to be advised in writing by the applicable agency how each of their conditions have been satisfied:
 - a) Planning Services and/or Legal Services, conditions 1-3, 7-10, 17, 29, 30, and 37-44.
 - b) Engineering Department, conditions 4-6, 8, 9, 11-26, 28, and 38-41.
 - c) Barrie Fire & Emergency Services, conditions 29 and 30.
 - d) Nottawasaga Valley Conservation Authority, conditions 17, 21, 22, 27, 28, 40 and 41.
 - e) Ministry of Tourism, Culture and Sport, condition 31.
 - f) Alectra Utilities, condition 32.
 - g) Bell Canada, condition 33.
 - h) Enbridge Consumers Gas, condition 34.
 - i) Simcoe County District School Board, condition 35.
 - j) Simcoe Muskoka District School Board, condition 36.
43. The Subdivision Agreement shall be registered on title at the owner/developer's expense.
44. The owner/developer 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 which shall be based on written information provided by the owner/developer to substantiate the extension. Any draft plan extension application must be made a minimum 120 days prior to lapsing of the Draft Approval.

