

Properties

PIN 58091 - 3830 LT
Description PART S1/2 OF LOT 15, CONCESSION 12 INNISFIL DESIGNATED AS PART 1, 51R-15486; SAVE & EXCEPT PART 1, 51R-41742; CITY OF BARRIE
Address 20 ST PAULS CRES
BARRIE

Consideration

Consideration \$2.00

Applicant(s)

The notice is based on or affects a valid and existing estate, right, interest or equity in land

Name THE CORPORATION OF THE CITY OF BARRIE
Address for Service Legal Services - 9th Floor
City Hall - 70 Collier Street
P.O. Box 400
Barrie, ON L4M 4T5

This document is not authorized under Power of Attorney by this party.

This document is being authorized by a municipal corporation CHRISTOPHER PACKHAM, Legal Services.

Statements

This notice is pursuant to Section 71 of the Land Titles Act.

The land registrar is authorized to delete the notice on the consent of the following party(ies) THE CORPORATION OF THE CITY OF BARRIE

Schedule: See Schedules

Signed By

Christopher Randall Packham 70 Collier Street PO Box 400 acting for Signed 2020 10 02
Barrie Applicant(s)
L4M 4T5

Tel 705-739-4220

Fax 705-739-4278

I have the authority to sign and register the document on behalf of the Applicant(s).

Submitted By

THE CORPORATION OF THE CITY OF BARRIE 70 Collier Street PO Box 400 2020 10 02
Barrie
L4M 4T5

Tel 705-739-4220

Fax 705-739-4278

Fees/Taxes/Payment

Statutory Registration Fee \$65.05

Total Paid \$65.05

File Number

Applicant Client File Number : D11-010/20(AMENDING AGRMT - 20 ST PAULS)

THE CORPORATION OF THE CITY OF BARRIE
SITE PLAN DEVELOPMENT
AMENDING AGREEMENT

THIS AGREEMENT made in triplicate on this 24 day of September, 2020.

BETWEEN:

THE CORPORATION OF THE CITY OF BARRIE
(the "Municipality")

AND

YONGE AND MAPLEVIEW DEVELOPMENTS LIMITED
(the "Owner")

WHEREAS:

- A) Pursuant to subs. 41(7) of the *Planning Act*, the Owner and the Municipality entered into a Site Plan Development Agreement dated February 22, 2019, which was registered on title to the land as set out in Schedule "A" to this Agreement (the "Lands"), on March 25, 2019, as Instrument No. SC1583078, being the "Development Agreement";
- B) The Parties have agreed to an amendment of the Development Agreement to include updated and/or revised conditions and/or updated Approved Plans in accordance with Site Plan Amendment Application File D11-010-2020;
- C) The Parties hereby acknowledge and agree that all terms and conditions as set out in the Development Agreement remain in place, unless as otherwise specified in this Agreement;
- D) Subsection 41(7) of the *Planning Act* permits the registration of this Agreement against the lands to which it applies in order to secure the obligations of the Owner to develop the lands in accordance with the condition of Site Plan Approval granted by the Municipality;

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT IN CONSIDERATION OF THE mutual covenants hereinafter expressed and other good and valuable consideration, the Parties hereto agree one with the other as follows:

PART I
AMENDMENTS

1. REVISIONS AND/OR ADDITIONAL SPECIAL PROVISIONS/CONDITIONS:

The Owner acknowledges and agrees that it shall perform and comply with the following provisions and/or conditions:

- (A) Section 26 – Additional Special Conditions of the Development Agreement is hereby amended by inserting the following subsection:
 - 6. *The Owner shall confirm through their consultant that the proposed stormwater infiltration areas will function satisfactorily as mowed sod surfaces, otherwise an appropriate planting treatment shall be added to the Landscape Plan;*

2. REVISIONS AND/OR ADDITIONAL APPROVED PLANS, DRAWINGS, REPORTS AND STUDIES:

All Approved Plans and Drawings as set out in Schedule "B" to the Development Agreement shall remain in effect, and shall not be deleted or replaced, unless as may be specifically set out in Schedule "B" as attached to this Agreement.

Schedule "B" to this Agreement provides for all revised and/or additional Approved Plans, Drawings, Reports and Studies as agreed upon by the Parties.

3. ADDITIONAL REQUIRED CONVEYANCES

Not applicable.

4. SCHEDULES

The following schedules are attached and form part of this Agreement:

SCHEDULE "A"	LANDS AFFECTED BY THIS AGREEMENT: being a description of the lands affected by this Agreement.
SCHEDULE "B"	REVISED AND/OR ADDITIONAL APPROVED PLANS, DRAWINGS, REPORTS AND STUDIES: being a schedule listing the revised and/or additional required Approved Plans, Drawings, Reports and Studies of this Agreement and filed at the offices of the Municipality.
SCHEDULE "C"	LAND INTERESTS TO BE CONVEYED: being a schedule listing of land or interest in land to be conveyed, dedicated or transferred to the Municipality.
SCHEDULE "D"	REVISED / AMENDED ISSUED CERTIFICATE OF PRELIMINARY APPROVAL: being a schedule containing the Revised/Amended Certificate of Preliminary Approval and the conditions contained therein issued by the Municipality's Development Services (Planning & Approvals) Department.
SCHEDULE "E"	REVISED / AMENDED ENGINEERING (INCLUDING PARKS) APPROVALS MEMORANDUM: being a schedule containing the up-to-date comments and/or revised/amended conditions issued by the Engineering, including Parks, Approvals section of the Municipality's Development Services Department with respect to the development of the Lands under this Agreement.

PART III

ADMINISTRATION

1. NOTICE

- a) If any notice is required to be given by the Municipality to the Owner with respect to this Agreement, such notice shall be mailed, electronically mailed, delivered or sent by a confirmed facsimile transmission to:

**Yonge and Mapleview Developments Limited
4370 Steeles Ave. West
Suite 206
Woodbridge, ON
L4L 4Y4**

**Attn: Michael Boseovski, A.S.O.
Tel: (416) 431-6888 ext. 21
Fax: (416) 274-5979
Email: mike@citiguard.ca**

or such other address of which the Owner has notified the Municipality, in writing, and any such notice mailed, electronically mailed, delivered or sent by facsimile transmission shall be deemed good and sufficient notice under the terms of this Agreement.

- b) If any notice is required to be given by the Owner to the Municipality with respect to this Agreement, such notice shall include reference to the Municipality's file number and/or approval reference appearing on the cover page of this Agreement and shall be mailed, electronically mailed, delivered or sent by facsimile transmission to:

CITY OF BARRIE
P.O. Box 400
City Hall - 70 Collier Street
Barrie, ON
L4M 4T5

Attn: City Clerk
Tel: (705) 739-4220
Fax: (705) 739-4237
Email: ServiceBarrie@barrie.ca

or such other address of which the Municipality has notified the Owner, in writing, and any such notice mailed, electronically mailed, delivered or sent by facsimile transmission shall be deemed good and sufficient notice under the terms of this Agreement.

2. REGISTRATION OF AGREEMENT

The Owner hereby agrees that this Agreement, together with any schedules thereto, will be registered upon title to the Lands. The covenants, agreements, conditions and undertakings herein contained on the part of the Owner shall run with the Lands and shall be binding upon it, its successors and assigns as owners and occupiers from time to time and this covenant shall be to the benefit of the Municipality and its lands and highways appurtenant and adjacent to the Lands. The Owner further covenants and agrees to pay to the Municipality the cost of registration of this Agreement as well as any further costs incurred by the Municipality as a result of the registration of any other documents pertaining to this Agreement.

3. POSTPONEMENT AND SUBORDINATION

The Owner covenants and agrees, at its own expense, to obtain and register such documentation from its mortgagees or other encumbrancers as may be deemed necessary by the Municipality and its solicitor to postpone and subordinate their interest in the Lands to the interest of the Municipality to the extent that this Agreement shall take effect and have priority as if it had been executed and registered prior to the execution and registration of the document or documents giving to the mortgagee and/or encumbrancers their interest in the Lands concurrent with the registration hereof.

4. OTHER APPLICABLE AGENCIES

The Owner shall satisfy the Municipality that all other required approvals from other applicable agencies and authorities having jurisdiction have been obtained prior to registration of this Agreement or as development of the Lands proceeds, as necessary but registration shall not be conclusive evidence that the Municipality has been so satisfied. In the event that the Owner fails to provide evidence of any such approvals when reasonably requested to do so by the Municipality, the Owner shall be deemed to be in default of this Agreement until such time as the approvals required have been provided and the Municipality shall be entitled to have recourse to the remedies contained in the Development Agreement until such time and the default has been cured.

5. OTHER APPLICABLE LAWS

Nothing in this Agreement shall relieve the Owner from compliance with all applicable municipal by-laws, laws, regulations, notices or other policies or laws and/or regulations established by any other governmental body that may have jurisdiction over the Lands.

6. INTERPRETATION OF AGREEMENT

- a) The part numbers and headings, subheadings and section, subsection, clause and paragraph numbers are inserted for convenience of reference only and shall not affect the construction or interpretation of this Agreement.
- b) This Agreement shall be construed with all changes in number and gender as may be required by the context.
- c) Every provision of this Agreement by which the Owner is obligated in any way shall be deemed to include the words "at the expense of the Owner" unless the context otherwise requires, including the payment of any applicable taxes (including HST).
- d) References herein to any statute, regulation or by-law or any provision thereof include such statute or provision thereof as amended, replaced, revised, re-enacted and/or consolidated from time to time and any successor statute thereto.

- e) All obligations herein contained, although not expressed to be covenants, shall be deemed to be covenants.
- f) Whenever a statement or provision in this Agreement is followed by words denoting inclusion or example and then a list of or reference to specific items, such list or reference shall not be read so as to limit the generality of that statement or provision, even if words such as "without limiting the generality of the foregoing" do not precede such list or reference.
- g) The Owner and the Municipality agree that all covenants and conditions contained in this Agreement shall be severable, and that should any covenant or condition in this Agreement be declared invalid or unenforceable by a court of competent jurisdiction, the remaining covenants and conditions and the remainder of this Agreement shall remain valid and not terminate thereby.

7. COMPLIANCE

Any action taken by the Municipality or on its behalf, pursuant to this Agreement, shall be in addition to and without prejudice to any security or other guarantee given on behalf of the Owner for the performance of its Agreements and upon default on the part of the Owner hereunder, the Municipality shall, in addition to any other remedy available to it, be at liberty to use all of the applicable provisions of the *Municipal Act*.

8. SUCCESSORS & ASSIGNS

It is hereby agreed by and between the parties that this Agreement shall be enforceable by and against the parties, their heirs, executors, administrators, successors and assigns and that this Agreement and all the covenants by the Owners contained shall run with the Lands.

9. NO FETTERING OF DISCRETION

Notwithstanding any other provisions of this Agreement, the Parties agree with each other that none of the provisions of this Agreement (including a provision stating the Parties' intention) is intended to operate, nor shall have the effect of operating in any way to fetter either the Municipal Council which authorized the execution of this Agreement or any of its successor Councils in the exercise of any of Council's discretionary powers, duties or authorities. The Owner hereby acknowledges that it will not obtain any advantageous planning or other consideration or treatment by virtue of it having entered into this Agreement or by virtue of the existence of this Agreement.

10. ENTIRE AGREEMENT

This Agreement and the schedules and any other documents referred to in this Agreement and on file at the Municipality's office constitute the entire agreement between the parties.

11. WAIVER

The failure of the Municipality at any time to require performance by the Owner of any obligation under this Agreement shall in no way affect its right thereafter to enforce such obligation, nor shall the waiver by the Municipality of the performance of any obligation hereunder be taken or be held to be a waiver of the performance of the same or any other obligation hereunder at any later time. The Municipality shall specifically retain its rights at law to enforce this Agreement.

12. EXTENSION OF TIME

Time shall always be of the essence of this Agreement. Any time limits specified in this Agreement may be extended with the consent in writing of both the Owner and the Municipality, but no such extension of time shall operate or be deemed to operate as an extension of any other time limit, and time shall be deemed to remain of the essence of this Agreement notwithstanding any extension of any time limit.

13. NO CHALLENGE TO AGREEMENT

The parties covenant and agree with each other not to call into question or challenge, directly or indirectly, in any proceeding or action in court, or before any administrative tribunal, the party's right to enter into and enforce this Agreement. The law of contract applies to this Agreement and the parties are entitled to all remedies arising from it, notwithstanding any provision in s.41 of the *Planning Act* interpreted to the contrary. The parties agree that adequate consideration has flowed from each party to the other and that they are not severable. This provision may be pleaded by either party in any action or proceeding as an estoppel of any denial of such right.

SCHEDULE "A"
LANDS AFFECTED BY THIS AGREEMENT

The Owner's lands affected by this Agreement are herein described as follows:

Part South half of Lot 15, Concession 12 (formerly Town of Innisfil);
Designated as Part 1 on Plan 51R-15486; save and except Part 1 on Plan 51R-41742;
In the City of Barrie, County of Simcoe
Being all of PIN: 58091-3830 (LT)

Municipally referred to as: 20 St. Paul's Cres., Barrie, ON

SCHEDULE "B"

APPROVED PLANS, DRAWINGS, REPORTS AND STUDIES

Plan/Drawing/Report/Study	Designer / Architect	Plan No.	Date / Revision
Site Plan	Maged Basilious Architect	1	April 6, 2017 / May 12, 2020
Building Elevations	K Paul Architect Inc.	A5 / A5.1	November 2019
Landscape Plan / Details	Werner Schwar Landscape Architect	L-1 L-2	March 26, 2020, Rev. 15 March 27, 2018, Rev. 6
Stormwater Management Addendum	Pinestone Engineering Ltd.	19-11435B	March 31, 2020
a. Pre-Development Catchment Plan	Pinestone Engineering Ltd.	Figure 1	October 2019
b. Post-Development Catchment Plan	Pinestone Engineering Ltd.	Figure 2	October 2019
c. General Grading Plan	Pinestone Engineering Ltd.	GP-1	March 30, 2020, Rev. 2
d. General Servicing Plan	Pinestone Engineering Ltd.	SERV-1	March 30, 2020, Rev. 2
Rain Garden Details			May 12, 2020
Electrical Site Plan	Hubbert EME Engineering	E00 – E07	March 23, 2020, Rev. 20
Luminaire Specifications	OTP	1 of 3	March 4, 2020
Site Lighting Design	OTP	2 of 3 3 of 3	March 4, 2020 March 4, 2020
Garbage Details Above Ground – Envirowirx 4.5YD with Full Trap	RTS Envirowirx	B	June 9, 2014, Rev. 3
Garbage Details In Ground – Exoloxia Cube	Jerome Foy Design Industrial	705-100	January 20, 2015

SCHEDULE "C"
LAND INTERESTS TO BE CONVEYED

1. CONVEYANCE OF LAND AND/OR INTERESTS REQUIRED

The Owner shall convey the land interests to the Municipality as provided for in Section 2 below and in accordance with the requirements more particularly set out as follows:

There are no land interests to be conveyed by the Owner to the Municipality.

a) EASEMENTS

Not applicable.

b) HIGHWAY WIDENING

Not applicable.

c) PARKLAND DEDICATION

If required, the Owner shall, pursuant to the requirements of the *Planning Act*, convey to the Municipality or, at the discretion of the Municipality, the Owner shall pay, prior to the registration of this Agreement, a contribution of cash-in-lieu of parkland dedication in an amount to be determined by application of the Municipality's Council approved policy in place for such contribution at the time of issuance of the building permit.

d) ENVIRONMENTALLY SENSITIVE LANDS

Not applicable.

e) PUBLIC TRANSIT RIGHT-OF-WAY

Not applicable.

2. LIST OF CONVEYANCES TO MUNICIPALITY:

Not applicable.

SCHEDULE "D"
REVISED / AMENDED
ISSUED CERTIFICATE OF PRELIMINARY APPROVAL

Refer to the attached **ELEVEN (11) PAGES** being the Certificate of Preliminary Approval issued by the Municipality's Development Services (Planning & Approvals) Department.

SITE PLAN CONTROL REQUIREMENTS FOR PROCESSING

Section 41(13) b of the *Planning Act* allows Council to delegate by By-law Council's authority to approve site plans to an appointed officer of the Municipality.

Council By-law 99-312, as amended, has delegated Site Plan Approval authority to the Director of Development Services, Manager of Growth and Development and Manager of Strategic Initiatives, Policy and Analysis. This authority permits the appointed officer(s) to recommend that the City Clerk prepare site plan agreements for execution and registration on title.

The appointed officer hereby grants Preliminary Approval to a Site Plan Amendment, Application File **D11-010-2020** located at **20 St Paul's Crescent (837 Yonge Street)** on lands owned by **Yonge and Mapleview Developments Limited** upon registration of the development agreement for the above noted property to be prepared and completed in accordance with the following requirements:

This approval shall serve as an amendment to Development Agreement D11-018-2017 and includes the following plans as amended, if necessary:

	<u>Designer/Architect</u>	<u>Plan No.</u>	<u>Date/Rev.</u>
a) Site Plan	Maged Basiliou Architect	1	April 6, 2017 / May 12, 2020
b) Building Elevations	K Paul Architect Inc.	A5/A5.1	November 2019
c) Landscape Plan/Details	Werner Schwar Landscape Architect	L-1	March 26, 2020/ Rev 15
d) Stormwater Management Addendum	Pinestone Engineering Ltd	19-11435B	March 31, 2020
a. Pre-Development Catchment Plan	Pinestone Engineering Ltd	Figure 1	October 2019
b. Post-Development Catchment Plan	Pinestone Engineering Ltd	Figure 2	October 2019
c. General Grading Plan	Pinestone Engineering Ltd	GP-1	Oct.2019/Rev2
d. General Servicing Plan	Pinestone Engineering Ltd	SERV-1	Oct.2019/Rev2
e) Rain Garden Detail			May 12, 2020
f) Electrical Site Plan	Hubbert EME Engineering	E02	March 23, 2020/Rev 20
g) Luminaire Specifications	OTP	1 of 3	March 4, 2020
h) Site Lighting Design	OTP	2 of 3	March 4, 2020
i) Site Lighting Design	OTP	3 of 3	March 4, 2020

A conditional permit for footings and foundation(s) under Subsection 8(3) of the *Building Code Act*, may be considered on its individual merits prior to the registration of a development agreement provided that in addition to the requirements under the Ontario Building Code the owner shall:

- agree in writing to satisfactorily address all conditions listed below;
- provide all required securities;
- provide all required administration fees, payment of costs associated with the preparation of a development agreement;
- provide a clearance letter or permit from the applicable conservation authority if required;

- comply with zoning by-law requirements;
- pay all applicable fees (i.e. building permit, cash in lieu of parkland, City of Barrie Act, development charges).

In addition to the above, pre-servicing of the site may be considered on its individual merits prior to the registration of a development agreement, provided that the Owner/Applicant enters into a Pre-Servicing Agreement with the City.

CONDITIONS

Prior to the appointed officer recommending that the City Clerk execute the Site Plan Agreement, the following requirements shall be satisfied and/or addressed:

Revisions

- A. That the plans be amended to reflect the following:
- Provision of detailed building elevations; inclusive of any proposed rooftop mechanical equipment and the appropriate screening of same by way of parapet building extensions and/or placement on the roof;
 - That the site plan drawings be amended as necessary to conform to the Development Approvals' technical requirements and current standards as identified in their comments dated April 23, 2020.
 - That the site plan drawings be amended as necessary to conform to the Environmental Services Department technical requirements and current standards as identified in their comments dated May 1, 2020.

Development Services - Approvals

- B. That the Owner/Applicant confirm through their consultant that the proposed stormwater infiltration areas will function satisfactorily as mowed sod surfaces, otherwise an appropriate planting treatment shall be added to the Landscape Plan.
- C. The Owner/Applicant will be required to submit a draft reference plan to reflect any required road widenings and/or daylighting triangles, and environmental protection lands to be conveyed to the City of Barrie.
- D. The Owner will be required to provide the following drawings in accordance with the City of Barrie's Site Plan Application Manual and Urban Design Manual:
- Separate site servicing drawing and site grading drawing;
 - Storm drainage catchment drawing (identify/accommodation any external drainage);
 - Sediment and erosion control drawing;
 - Signage and pavement marking drawing in accordance with the Ontario Traffic Manuals. This drawing shall be detailed for use by the paint marking and signage contractor and shall include a legend, details, dimensions and material specifications; and
 - Detail and general notes drawing.
- E. The Owner/Applicant will be required to retain an experienced civil consulting engineer to provide the design, inspection, and certification of the installation of water and sanitary servicing for the proposed development, all to an appropriate connection/outlet. Detailed water servicing requirements are available through Development Services (Approvals).

- F. That the domestic water service will require backflow prevention installed as per City of Barrie Bylaw 2017-121
- G. The Owner/Applicant will be required to retain an experienced civil consulting engineer to provide the design, inspection, and certification of the installation of the storm servicing works including parking lot construction and grading, all to the satisfaction of Development Services (Approvals).
- H. The Owner/Applicant will be required to retain a licensed experienced civil consulting engineer to provide a detailed Stormwater Management Report. The consultant will also be required to obtain, if necessary, Ministry of the Environment, Conservation, and Parks approvals for the implementation of any stormwater management works on-site, all to the satisfaction of Development Services (Approvals).
- I. Before any site alteration within the subject property, the Owner/Applicant or his agents will apply for 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 of the City of Barrie. Furthermore, it will be the Owner/Applicant's responsibility, through his professional consultant to maintain the said work for the duration of the subject property.
- J. The water distribution system within the limits of this site plan is privately owned and shall be maintained by the Owner/Applicant, and any hydrant installed on-site shall be deemed privately owned. All hydrants have to be maintained as per fire code/insurance requirements.
- K. The Owner/Applicant will be responsible for obtaining a Right-of-Way Activity Permit prior to the commencement of work on the municipal right-of-way.
- L. That the drawings be revised as necessary to reflect the Digital Data Control Requirements. That the drawings be processed in digital format using UTM (Zone 17) NAD83 datum (76 adjustments).
- M. That an Electrical Site Plan be submitted and the owner agree and understand that all site lighting shall be arranged to deflect light away from adjoining properties and adjoining streets, and which will require full cut-off fixtures for exterior parking lot lighting and fully shielded fixtures for wall mounted exterior lighting. Shielded shall mean that 100% of the lumens emitted from the light fixture are projected below an imaginary horizontal plane passing through the highest point on the fixture from which light is emitted; all to the satisfaction of Development Services (Approvals).

Alectra Utilities Corporation

- N. That the Owner complies with all requirements of Alectra Utilities Corporation as related to electrical servicing for the development, as stated in their "Conditions of Service" document.

Bell Canada

- O. The Owner shall agree to grant Bell Canada, any easements that may be required, which may include a blanket easement, for communication/telecommunication infrastructure. In the event of any conflict with existing Bell Canada facilities or easements, the owner shall be responsible for the relocation of such facilities or easements.

Development Services – Approvals (Landscape)

- P. The Owner will be required to retain a qualified Landscape Architect (and Arborist as applicable) to provide the design, inspection and certification of all landscape works, all to the satisfaction of Development Approvals (Landscape).
- Q. That the Owner submit an Inventory/Assessment by a qualified consultant (or Arborist as applicable), of all existing vegetation and natural features on and adjacent to the site, with preservation recommendations and details to be approved and coordinated with the application for

a Site Alteration Permit, and or Grading Plan submissions, all to the satisfaction of Development Approvals (Landscape).

- R. That the landscape plans be amended, as required, to reflect recommended revisions concerning landscape areas, treatments, planting densities, screening/fencing, outdoor amenity spaces, site furnishings and pedestrian linkages, in accordance with the City of Barrie Urban Design Manual, all to the satisfaction of Development Approvals (Landscape).
- S. That the Owner/Applicant provide a letter of clearance pertaining to the Endangered Species Act that demonstrates that the site is clear of any flora or fauna identified under the Act. The letter must be received prior to the commencement of any site works and as a condition of registration. In the event the site contains any endangered species, it is the responsibility of the owner/applicant to contact both the City of Barrie and the Ministry of Natural Resources and Forestry and to take appropriate action.

Financial

- T. That the Owner pay the required cash deposits, securities and administration fees associated with site plan development for the following:
 - i) Development Charges will be calculated and collected at the time of issuance of the building permit. The current fee for the proposed retail space is \$344.71 per square meter. Development charges are subject to an annual inflationary adjustment on January 1st of each year.
 - ii) Education Levies will be calculated and collected at the time of issuance of the building permit. The current fee for non-residential use is \$0.52 per square foot.
 - iii) A Finance Administration fee will be collected at the time of issuance of the building permit at a fee of \$155.00 per non-residential building.
 - iv) Letters of credit in the approved format and in accordance with Council Policy 07-G-016 for appropriate works (such as drainage, servicing, grading and landscaping) within the boundaries of the site plan, equal to 50% of the value of those works (to a maximum of \$500,000.00 and a minimum of \$10,000.00) to the satisfaction of the Development Services (Approvals);
 - v) Letters of credit in the approved format and in accordance with Council Policy 07-G-016 for municipal works (such as roads and servicing) outside of the site plan boundary, equal to 100% of the value of works to the satisfaction of the Development Services (Approvals);
 - vi) Proof of the owner's general comprehensive liability insurance policy in the amount of \$5,000,000.00 naming the City of Barrie as an additional insured;
 - vii) Administration fees for the review and inspection of site servicing and landscaping works equal to 5% of the estimated cost of site servicing (minimum \$1,000.00) and 5% for landscaping (minimum \$500.00) plus applicable taxes;
 - viii) Any water service charges arising out of, or attributable to the development of the site plan including tapping fee and water meter payment;
 - ix) Cash deposit for road clean up associated with the site construction (\$2,000.00 refundable deposit made payable to the City of Barrie);
 - x) A retainer in the amount of \$4,000.00 payable to Legal Services Department, City of Barrie, for legal and administration fees associated with the preparation and registration of the site plan agreement (additional fees may be required);

- xi) Administration fees of \$1,875.00 associated with the City of Barrie Development Services Department.

Building Services

- U. That the fire access route conforms to the Ontario Building Code and that the owner enters into a fire route agreement, if required

Development Services – Planning

- V. That the private streets/driveways be named and units be numbered to the satisfaction of the City if and as required.
- W. That the Owner be responsible for the preparation and posting of any and all private street/driveway signs in accordance with current City standards.
- X. That the Owner agree that the construction of the building(s) shall be in conformance with the approved, registered site plans as it relates to the building design, construction materials and quality.
- Y. That all sign locations be identified on the plans and details be provided and be in compliance with the City of Barrie Sign By-law 2005-093.
- Z. That the Owner/Agent ensures that all plans are consistent throughout.
- AA. That the plans conform to all provisions of the City's Comprehensive Zoning By-law or approval by the Committee of Adjustment for any variances be granted.
- BB. That the Owner agrees to the dedication of, or cash-in-lieu payment of parkland in accordance with the *Planning Act*, if applicable, in a manner satisfactory to the Finance Department and the Development Services Department.
- CC. That the Owner/Applicant be responsible for obtaining the necessary approvals from any other applicable agency, if and as may be required.
- DD. That the Owner agree and understand that all garbage and recycling containers are to be kept inside the building(s) in an appropriate garbage room or externally within an enclosure (fully enclosed with roof and roll up door) constructed of materials similar to that of the main building and screened from public view, otherwise the City shall act as the owner's agent and will have the containers removed at the Owner's expense.
- EE. That all roof top mechanical devices be identified on the plans and shall be screened from public view by way of roof top location or by way of a parapet building extension to the satisfaction of the Development Services Department.
- FF. That prior to the registration of the Site Plan Agreement, the applicant shall provide written confirmation that all conditions of Alectra Utilities Corporation, Metrolinx, the Development Services Department (Approvals, Landscape, Transportation Planning and Planning Sections), Fire Services, and the Building Services Department have been completed to their satisfaction.
- GG. All final plans must be identified on the Site Plan Application Release form with signatures by the respective Departments and Agencies to confirm acceptance of all final plans. Three (3) full size prints of the final plan package, stamped and signed by the associated professional consultant, and a digital copy (high quality PDF without security settings) are to be provided to Development Services prior to registration of the Site Plan Agreement. The Final Plan package forms a Schedule in the Site Plan Agreement
- HH. The Site Plan Control Requirements shall remain in effect for a period of two (2) years from the date referenced below following which a subsequent application may be required.

- II. That if a building permit is not issued within three (3) years of this approval, this Preliminary Approval shall become null and void.
- JJ. That the Owner provide a letter or provide signature below, agreeing to the above Site Plan Control Requirements prior to any building permits, conditional or otherwise, being considered.



June 15, 2020

Tiffany Thompson, MCIP, RPP
Manager of Growth and Development

Date

Owner acceptance and agreement with the SITE PLAN CONTROL REQUIREMENTS FOR PROCESSING

Please sign, date and return to the City of Barrie Development Services Department.



June 16, 2020

Owner's Signature
James Boseovski ASO
Yonge and Mapleview Developments Limited

Date



MEMORANDUM

TO: Nadine Rush, Development Services Technologist
Logan Juffermans, Planner **File: D11-010-2020**

FROM: Brittany Barkes, Risk Management Official
Stephanie Sabean, Environmental Field Technician

DATE: April 23, 2020

SUBJECT: D11-010-2020
20 St Paul's Cres.
Site Plan

This memorandum responds to the submission of D11-010-2020, 20 St. Paul's Cres. The following documents have been reviewed regarding Source Water Protection:

- a) Site Plan- April 6, 2017
- b) SWM Addendum Memo-PEL Ltd.-March 31, 2020
- c) Stormwater Management Report under D11-018-2017
- d) Geotechnical Report under D11-018-2017

Upon reviewing above documents, it has been determined that the subject property is located within a Significant Groundwater Recharge Area (SGRA). This means that the area is important for infiltrating precipitation to replenish groundwater sources. The following comments have been provided to address Source Water Protection and Hydrogeological Concerns with the proposed application.

General Requirements

Low Impact Development

1. As the subject lands are located within Source Protection Vulnerable area any proposed infiltration LID features will need to be designed in accordance with Infiltration Low Impact Development Screening Process. A copy of the document can be obtained by using the link below.
<https://www.barrie.ca/City%20Hall/Planning-and-Development/Engineering-Resources/Documents/2017-05-02%20LID%20Guidance-Final.pdf>

Zoning for the site is General Commercial. **Infiltration from paved surfaces is not permitted based on this information. However, infiltration from clean sources, such as rooftop or vegetated surfaces may be infiltrated.**

Project

Road Salt Contamination Concerns

The following comments are provided to address rising sodium and chloride concentrations within local groundwater resources and are in alignment with OP policy 3.5.2.3.

The following is to be demonstrated at the Site Plan Stage:

3. **Site Grading and Design**-Site grading shall reduce ponding, and lots shall be graded away from building entrances in such a way that major drainage pathways do not cross heavily used areas of the parking lot.

Addressed

- a. **Downspout locations shall be marked on the Site Plan Drawings.** The selection of downspout locations shall be optimized to reduce melt water refreezing and creating hazardous conditions. If you need help to determine optimal downspout locations, contact the City's Risk Management Office. The location of downspouts shall consider:
- b. Priority shall be given to directing downspouts to pervious surfaces. If downspouts are directed towards impervious surfaces, they shall be directed away from pedestrian pathways, vehicle thoroughfares and parking areas to reduce melt water refreezing and creating hazardous conditions.
- c. **Catch basin locations shall be marked on the Site Plan Drawings.** Meltwater collected by catch basins downstream from snow storage piles shall be routed through an oil grit separator to reduce meltwater contaminant loads, as snow storage piles typically contain high concentrations of oil, sediment and other contaminants.

4. **Snow Storage Location** - Snow storage design should be such that it minimizes the need for winter maintenance chemicals to be used:

Not Addressed

- a. **Proposed snow storage location(s) shall be marked on the Site Plan Drawings.** The selection of snow storage pile locations shall be optimized to reduce melt water refreezing and creating hazardous conditions. If you need help to determine optimal snow storage locations, contact the City's Risk Management Office. The location of snow storage areas shall consider:
- b. Priority shall be given to locating snow storage piles along downgradient edges of the paved areas as to direct runoff to a pervious surface. If meltwater runoff is directed towards an impervious surface, it shall be directed away from high traffic areas and into catch basins. Catch basins or other stormwater collection design features shall be laid out directly downgradient from snow storage areas such that the distance meltwater travels before being removed from the lot's surface is minimized.
- c. Snow pile storage areas shall be located in areas receiving large amounts of solar radiation to promote melting.
- d. Snow pile storage areas shall be located where they are easily accessible for plows and other mechanical snow and ice removal machinery.
- e. Snow storage areas shall be clearly delineated and marked with signage to inform winter contractors and the public of the snow storage location. **Location of signage shall be marked on the Site Plan Drawings.**

Project _____

5. Sidewalk and walkway design shall consider plow routes as to not impair snow removal.

Hydrogeological Comments

6. The applicant should be aware that Staff have a policy framework to assist in decision making with respect to the deep construction activities that have the potential to impact or intercept the municipal supply aquifer (e.g. deep drilling, installation of deep foundation supports, underground parking, dewatering etc.). **The applicant is required to provide the following information at the time of site plan application to screen for risk management requirements:**

Addressed in Geotech under D11-018-2017

- i) **Depth of Seasonally High Water Table (masl)**
 - ii) **Depth of excavation (masl)**
 - iii) **Depth of proposed foundation (masl)**
 - iv) **Percentage of site to be developed**
- b) It is to be noted that based on the information provided in 6a),
 - i) A hydrogeological study may be required for the site in accordance with the Terms of Reference.
 - ii) The hydrogeological study may require detailed risk management plans within the Mitigation Measures section of the report including a dewatering management plan, a contaminant management plan and/or a recharge management plan.
 - c) **Site plan drawings will need to clearly note proposed elevations of foundation supports. Any foundation supports shall be designed to stay above the municipal supply aquifer.**

SS/bb



MEMORANDUM

TO: Logan Juffermans, Planner
FROM: Stephanie Zoschke, Senior Environmental Officer
C.C.: Lenita Hywarren, Supervisor of Environmental Compliance
DATE: May 01, 2020
SUBJECT: D11-010-2020 - Site Plan – 20 St. Paul's Crescent

Business Performance and Environmental Sustainability (BPES) has reviewed the updated drawings and memo by Pinestone Engineering Ltd., dated March 31, 2020, for 20 St. Paul's Crescent (Site). In review of this documentation, BPES offers the following comments and recommendations:

- Appropriate Erosion and Sediment Control devices are to be implemented and inspected on a regular basis, as well as, after every rain event and must be repaired as necessary to prevent any off-site environmental impacts (*City of Barrie Site Alteration By-law 2014-100*).
- The Stormceptor unit proposed to be installed at the entrance to the Site will require **annual** maintenance to be performed by the property owner, as recommended by the manufacturer, and as required under **Section 9.3** of the *City of Barrie Sewer Use By-Law 2012-172*.
- A property line maintenance hole and/or sampling port is required on the property for the purpose of collecting discreet sanitary sewer samples from the facility in compliance with *Sewer Use By-law 2012-172*.
- A Discharge Agreement must be obtained from the City prior to any temporary construction dewatering discharge to the storm OR sanitary sewer (as per *Sewer Use By-law 2012-172*). Please provide details pertaining to the Dewatering Plan to Environmental Compliance at least one month prior to discharge. Required documentation includes, but is not limited to:
 - Daily volumes;
 - Discharge locations (storm/sanitary);
 - Duration;
 - Water quality analysis and treatment methods to ensure compliance with Sewer Use By-law 2012-172 and Provincial Water Quality Objectives (PWQO);
 - Quality contingency plan, pre-treatment measures, etc.; and
 - Copy of a valid Ministry of Environment, Conservation and Parks Approvals, as applicable (ex. EASR or PTTW).
- Discharge of water to City infrastructure may not be permitted based on discharge quality or discharge quantity data.
- Please note, permanent dewatering to the storm and sanitary sewer will not be permitted.
- When disinfecting new water lines, the discharge of super chlorinated water must be treated to eliminate any sources of chlorine prior to discharging to the natural environment. Sampling verification must be completed and recorded to ensure no residual chlorine is detected. Record must be retained for one year and provided to the City upon request.

- In the event excess fill is to be imported and received at the Site, a **Fill Management Plan** is required confirming that the fill quantity and quality is acceptable for the designated receiving site. Confirmatory sample results are required demonstrating that the fill quality meets the standards set out in the **Soil, Groundwater and Sediment Standards** referenced in **Ontario Regulation 153/04**, with respect to all contaminants in the fill.
- A spill contingency plan must be in place and all spills shall be reported to the **Ministry of Environment and Climate Change Spills Action Centre at 1-800-268-6060**.

Stephanie Zoschke, B.Sc., EP, CAN-CISEC
Senior Environmental Officer

SCHEDULE "E"
REVISED / AMENDED
ENGINEERING (including PARKS) APPROVALS MEMORANDUM

Not Applicable.