

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

FEES: For processing an application for plans of subdivision is set for base fee of \$17,305.00 plus per unit fee per application: <table> <tr> <td>Units 1-25</td> <td>\$355.00</td> </tr> <tr> <td>Units 26-100</td> <td>\$255.00</td> </tr> <tr> <td>Units 101-200</td> <td>\$205.00</td> </tr> <tr> <td>Units 201+</td> <td>\$150.00</td> </tr> </table>		Units 1-25	\$355.00	Units 26-100	\$255.00	Units 101-200	\$205.00	Units 201+	\$150.00	OFFICE USE ONLY
		Units 1-25	\$355.00							
		Units 26-100	\$255.00							
Units 101-200	\$205.00									
Units 201+	\$150.00									
File No:										
Assessment Roll No:										
Payment of application fees can be made by Cash, Cheque or Debit only.	Project Name:									
	Reviewed by: (Planning and Building Services Department)									
	Date:									
	Date Received by Planning and Building Services:									

Pursuant to Section 51 of the Planning Act R.S.O. 1990, I/We hereby submit an application for:

☒ **PLAN OF SUBDIVISION**, and enclose the required base fee of \$17,305.00 plus per unit fee.

DATED this 17 day of April, 2017.


SIGNATURE OF APPLICANT

Personal information contained on this form is collected under the authority of the Planning Act, c.P.13, as amended and the Corporation of the City of Barrie's Resolution 93-P-248 and will be used in processing this application. Information regarding the estimated/anticipated selling/rental price will be treated as confidential. Questions regarding this collection should be directed to: Manager of Planning, City of Barrie, 70 Collier Street, P.O. Box 400, Barrie, Ontario, L4M 4T5, (705) 739-4208.

**NOTE: THIS FORM IS TO BE COMPLETED IN QUADRUPLICATE.
THIS FORM HAS FOURTEEN (14) PAGES.
INCOMPLETE APPLICATIONS WILL BE RETURNED TO APPLICANT.**

THE DEEMING OF A COMPLETE APPLICATION DOES NOT CONSTITUTE SUPPORT OF THE APPLICATION BY THE PLANNING AND BUILDING SERVICES DEPARTMENT.

NOTE: PURSUANT TO COUNCIL POLICY ADOPTED BY MOTION 09-G-286 ON JUNE 22, 2009, ANY SUBSEQUENT REQUESTS FOR EXTENSION OF DRAFT PLAN APPROVAL MUST BE SUBMITTED A MINIMUM OF 120 DAYS PRIOR TO THE DRAFT PLAN APPROVAL LAPSING DATE.

1. Name of Applicant and Full Mailing Address
961 Big Bay Ltd.
200 Bradwick Drive, Concord, ON
Postal Code L4K 1K8 Telephone Number
Email Address Fax Number
2. Name of Applicant's Agent, Planning Consultant, and/or Consultant Engineer and full Mailing Address. Note: Unless otherwise instructed the City will contact the first name as the application co-ordinator.
KLM Planning Partners Inc. attn. Keith MacKinnon
64 Jardin Drive, Unit 1B, Concord, ON
Postal Code L4K 3P3 Telephone Number 905.669.4055
Email Address kmackinnon@klmplanning.com Fax Number 905.669.0097
3. Name of Registered Owner(s) of Subject Land(s) and Full Mailing Address
Same as Applicant
Postal Code Telephone Number
Email Address Fax Number
4. Name of Ontario Land Surveyor and Full Mailing Address
Rudy Mak Surveying Ltd. Ontario Land Surveyors
89 Big Bay Point Road, Barrie, ON
Postal Code L4N 8M5 Telephone Number 705.722.3845
Email Address mail@maksurveying.com Fax Number
5. Resubmission of an Earlier Plan? Yes ☐ No ☒ Do Not Know ☐
If yes, please identify file number D12-_____
6. Location of Land(s) Proposed To Be Subdivided:
Municipal Address (if applicable)
Legal Description (Lot/Concession/Registered Plan Numbers/Property Identification Number):
North Half of Lot 19, Concession 12
Nearest Intersection: Big Bay Point Road and 20th Sideroad
7. Area of Land(s) Proposed To Be Subdivided 0.653 hectares.
8. Description of any Adjoining Land(s) in the Same Ownership?

N/A

9. Present Use of the Land(s) to be Subdivided Vacant

10. Please indicate how the following matters have been addressed and list the studies included and required to support the application (i.e. traffic, functional servicing, stormwater management, tree inventory and preservation). Supply five (5) copies of said reports/studies as *Appendix A*.

Above matters are all addressed in consultant reports enclosed

11. Proposed Land Use:

Indicate the intended uses of land in the proposal. Please use the following definitions for residential buildings:

Single Detached Residential - a single detached dwelling unit

Duplex or Semi-Detached - a residential building containing two dwelling units

Row/Town - a residential building containing three or more units with individual access to the street

Apartment - a building containing three or more dwelling units each with access to the street via a common corridor

Intended Use	Residential Units	Number of Lots and/or Blocks	Hectares	Density Proposed (Specify) Units per Hectare	Total # of Parking Spaces
Single Detached Residential	16		0.626	24.5	2 per unit
Duplex or Semi-Detached Residential					
Street Townhouses					
Cluster/Block Townhouses					
Apartments					
Neighbourhood Commercial					
Commercial, Other					
Industrial	Nil			Nil	
Park or Open Space		Nil		Nil	
Environmental Protection				Nil	
Institutional (specify)					
Roads Widening		1	0.020		
Other Buffer		1	0.007		
TOTAL	16	2	0.653		

12. Planning Information for Site:

- (a) Current Official Plan Designation(s) Residential Areas (Hewitts Secondary Plan)
- (b) Current Zoning RR - Residential Rural Zone, AG - Agricultural General Zone
- (c) Does the plan as proposed have the necessary Official Plan designation(s) and/or zoning?
Yes ☐ No ☒
- (d) **If answer to (c) is NO**, have you submitted an application to the City of Barrie for the corresponding amendments?
Yes ☒ No ☐
(If Yes, specify City's file number) Being filed concurrently (ZBLA)

13. If known,

- (a) whether the subject land was ever the subject of an application for approval of a plan of subdivision under section 51 of the Act, for a consent under section 53 of the Act, for a minor variance, for approval of a site plan, or for an amendment to an official plan, a zoning by-law or a Minister's zoning order; and
Yes ☐ No ☒
- (b) if the answer to clause (a) is yes, the file number and status of the application.

14. Is there a parkland dedication requirement for this proposal? Yes ☐ No ☒
If YES, check which applies: **TO BE ADDRESSED AS PART OF THE HEWITTS LANDOWNERS GROUP**
Cash-in-Lieu ☐, 5% for residential lands ☐, 2% for commercial/industrial lands ☐,
Other ☐ **If OTHER**, please attach explanation as *Appendix B*.

15. Provide whether Utilities and Municipal Services are located in close proximity: (check with "x" if existing)

(a) Sanitary Sewerage	☒	(d) Water Supply (Mains)	☒
(b) Storm Water Sewerage	☒	(e) Electric Power	☒
(c) Water Supply (Well)	☐	(f) Gas	☒

16. What Utilities and Services are existing on/to the subject lands for the proposed subdivision: (check with "x")

(a) Sanitary Sewerage	☒	(d) Water Supply (Mains)	☒
(b) Storm Water Sewerage	☒	(e) Electric Power	☒
(c) Water Supply (Well)	☐	(f) Gas	☒

17. Name and widths of abutting roads, highways or other public rights-of-way:
Big Bay Point Road to the north

18. Are there any existing buildings on the land(s) proposed to be subdivided? **If so**, are they to be retained, demolished, removed or other? Please describe. (If additional space is required, attach explanation as *Appendix C*).

Lands currently support a single detached dwelling and garage, and are proposed to
be demolished.

19. Are there any easements, restrictions, or other covenants applicable to the land(s) proposed to be subdivided? If so, describe and provide legal survey. (If additional space is required, attach explanation as *Appendix D*).

N/A

20. The following features are matters of municipal and/or provincial interest. Please indicate if any of the following are on or abutting the subject property. Explain how they have been incorporated and/or addressed in the development plan and technical/background report(s). Please indicate the page number or section in the report(s) where each issue is addressed. (Please provide five (5) copies of reports as *Appendix E.*)

Features of the Property and Surrounding Area:

	Features of the site or on abutting lands	Concern or constraint	YES on-site	Yes off-site indicate number of metres away	NO	Reference report and page number/section where concerns are addressed (if YES, report required)
a	Agricultural land (within 300m)	Foodland preservation, agricultural capability, land use conflict		approx 150m		
b	Cultural heritage e.g. archaeological sites or heritage buildings, or archaeological potential	Heritage preservation			✓	
c	Water bodies	Watercourse, lake, pond, valley or stream corridor, flood plain, fill regulated, fisheries			✓	
d	Unstable Lands e.g. Karst topography	Safety, erosion, construction methods			✓	
e	Environmentally Sensitive Areas/Areas of Natural & Scientific Interest	As defined in Official Plan, or by MNR, protection, land use conflict			✓	
f	Plant and wildlife habitat (significant)	Wildlife preservation, rare or endangered species, land use conflict			✓	
g	Stormwater management	Water quantity and quality control, aquatic, ecosystem preservation, flooding protection			✓	
h	Wetlands (bog, swamp, marsh, etc.)	Protect Significant Wetlands, Preservation			✓	
i	Woodlands	Preservation			✓	
j	Aggregates; deposits, extraction	Long term supply, minimize social/env. impacts			✓	
k	Other regional issues e.g. Lake Simcoe Basin	Water quantity and quality control, tourism			✓	

21. What was the previous use of the property?

Residential

22. On-Site or Adjacent uses within 500 meters

Please fill in the following table and attach all required studies, in the appropriate appendices. The uses listed below are the ones which may require special treatment.

	Use on-site, or within 500 metres	YES On-site	YES Off-site How close?	No	Action Required
a	active railway lines (except minor branch lines)			✓	if within 50 metres a feasibility study (noise, safety, etc.) is required now. Report attached Yes ☐ (Appendix F)
b	all controlled access highways or freeways, including designated future ones			✓	if within 50 metres a noise study is required now. Report attached Yes ☐ (Appendix G)
c	crown lands			✓	
d	landfill/dumps, open or closed			✓	
e	quarry open or closed, pit site for sand, gravel, clay, etc.			✓	
f	sewage treatment plant			✓	residential and other sensitive uses will require a separation distance. Note here the capacity of the plant: _____ cubic meters/day _____
g	well head protection areas			✓	if industrial/commercial, report may be required.

23. Contaminated soils

- a) Has there been an industrial use on the site? Yes ☐ No ☒
- b) Has there been filling or re-grading of the site? Yes ☐ No ☒
- c) Has there ever been a gas station or other fuel dispensing/storage facility on the site? Yes ☐ No ☒
- d) Is there reason to believe the site may have been contaminated by former uses on the site or adjacent sites? Yes ☐ No ☒

If YES to any of the above, then a study showing all former uses of the site, or if appropriate the adjacent site(s), confirmed by the municipality, is required. This study must be prepared by a qualified consultant.

Report attached YES ☐ (as Appendix H)

24. Land use planning for housing policy statement housing information must be completed.

N/A

APPLICANT: <u>961 Big Bay Ltd.</u>		APPLICATION FILE NO: _____				
TOTAL HECTARES: <u>0.65 ha</u>		DATE: <u>August 2017</u>				
INSTRUCTIONS: All permanent residential subdivision applications must indicate for each housing type, the number of units by estimated price or rent per month, unit size and tenure. For example: SINGLES 14 units; 130m ² (1400 sq.ft.); \$185,000 - \$190,000; ownership TOWNS 20 units; 112m ² (1200 sq.ft.); \$165,000 - \$170,000; ownership APTS 50-2 bdrm units; 60m ² (645 sq.ft.); \$900/month; rental If there are more than three unit sizes and price/rents within each housing type, attach this information in a similar form. If only the lot is to be sold, indicate its estimated market value.						
HOUSING TYPE	NUMBER	UNIT SIZE	ESTIMATED PRICE/ RENT PER MONTH*	TENURE (O.M.A.)**	% OF *** AFFORDABLE UNITS	OFFICE USE ONLY
SINGLE DETACHED	16	Unknown	Unknown	Freehold	Unknown	
SEMI-DETACHED DUPLEX						
STREET, CLUSTERED, BLOCK TOWN- HOUSES						
APARTMENT BLOCK						
OTHER TYPE OF MULTIPLES						

* Estimated price or rent means the price or rent per month that the housing type would market for if the units were sold today.

** Tenure: Ownership (Freehold/Condominium/Co-operative), Market rental, Assisted rental.

*** Affordable Units is the housing which would have a market price or rent that would be affordable to households within the lowest 60 percent of income distribution for the Housing Region. For assistance, refer to the County of Simcoe, Social Housing.

25. Describe and explain whether the plan is consistent with policy statements (i.e. Provincial Policy Statements) issued under subsection 3(1) of the Act. (Identify in Planning Report)

Subject lands are located in a Settlement Area which are to be the focus of growth and
development

26. Describe and explain whether the plan conforms to or does not conflict with the applicable provincial plan or plans (i.e. Places to Grow). (Identify in Planning Report)

Proposed Draft Plan facilitates the creation of residential uses, contributing to density goals
created by the City and Province

27. I, Keith MacKinnon of Town of Innisfil of the County of
Simcoe, 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 _____ City _____

_____ Region
of Vaughan in the ~~County~~ of _____

York this 24

day of August, 2017


Draga Louise Kennedy, a Commissioner
etc., Regional Municipality of York for
KLM Planning Partners Inc.
Expires September 5, 2018



SIGNATURE OF OWNER OR AGENT

COMMISSIONER OF OATHS

APPLICATION ACCEPTED AS COMPLETE:

This _____ day of _____, 20____.

Revised Apr. 2016

SCHEDULE A
COST RECOVERY AGREEMENT
LEGAL DESCRIPTION
AND
MUNICIPAL ADDRESS

Legal Description: Part of North Half of Lot 19, Concession 12
City of Barrie
County of Simcoe

Municipal Address: 961 Big Bay Point Road

This Agreement made this 17th day of April, 2017.

COST RECOVERY AGREEMENT

B E T W E E N:

961 Big Bay Ltd.

(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:

200 Bradwick Drive

Concord, ON, L4K 1K8

Delivery address:

Same as above

Fax number:

Attention:

The Corporation:

The Corporation of the City of Barrie
Legislative & Court Services
Attention: Dawn McAlpine, City Clerk
70 Collier Street, Box 400
Barrie, ON L4M 4T5
(705) 739-4204 (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

Per: _____ c/s

Name: *NICK MELATTI*
Title: *A.S.O*

Per: _____ c/s

Name:
Title:

**THE CORPORATION OF
THE CITY OF BARRIE**

Per: _____

Dawn A. McAlpine, City Clerk
I have authority to bind the
Corporation

I/We have authority to bind the corporation