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**TO: MAYOR J. LEHMAN AND MEMBERS OF COUNCIL**

**FROM: A. BOURRIE, RPP, DIRECTOR OF PLANNING AND BUILDING SERVICES**

**NOTED: D. FRIARY, ACTING GENERAL MANAGER OF INFRASTRUCTURE AND GROWTH MANAGEMENT**

**M. PROWSE, CHIEF ADMINISTRATIVE OFFICER**

**RE: ISSUANCE OF CONDITIONS OF DRAFT PLAN APPROVAL  
961 BIG BAY POINT ROAD – 961 BIG BAY LTD.  
HEWITT'S SECONDARY PLAN AREA (WARD 10)**

**FILE: D12-435**

**DATE: JUNE 11, 2018**

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The purpose of this Memorandum is to advise Members of Council that the Planning and Building Services Department has issued Conditions of Draft Plan Approval for 961 Big Bay Point Road. This will allow for the construction of 16 residential units, which will be home to approximately 43 future residents. This is a significant milestone in the City's Growth Management program. The progressive and collaborative approach to working with the landowners is proving to be effective in the review and processing of development applications in the Hewitt's and Salem Secondary Plan Areas.

Through the technical review process, several items of importance were identified and have been included as Conditions of Draft Plan Approval (Appendix A), including:

- **Unit Count Limitation and Harvie Road Overpass Construction:** There is a limitation of 2,100 lots/units that will be permitted to be finally approved by the City within the Hewitt's Secondary Plan Area prior to the completion of the Harvie Road overpass over Highway 400 (**Condition 2**).
- **Tree Preservation:** The requirement for a Vegetation Inventory and Tree Preservation Plan and consent from adjacent property owners to impact boundary trees as required by By-law 2014-115 or its successor, towards obtaining a Tree Removal Permit (**Conditions 17-23**).
- **Subdivision Design:** Development of the subject lands shall be in accordance with the Hewitt's Secondary Plan and associated Master Plans; Approved Engineering Plans and Studies; the Subwatershed Impact Study (SIS) Report; Multi Modal Active Transportation Plan (MMATP); City of Barrie Drainage and Stormwater Management Master Plan; Ministry of Environment and Climate Change Stormwater Management Planning and Design Manual (2003); Lake Simcoe Region Conservation Authority Technical Guidelines for Stormwater Management (2016); and the Memorandum of Understanding between the City of Barrie and the Hewitt's and Salem Secondary Plan Landowners Group (**Conditions 27, 37 and 48**).
- **Pedestrian Circulation:** The design and location of sidewalks, access blocks/walkways and major pedestrian linkages associated with transit routes, schools, parks and valleys shall be generally consistent with the approved Pedestrian Circulation Plan (**Condition 42**).
- **Cost-Sharing:** The requirement that the Owner remain a party to the Hewitt's Land Owner's Group Cost-Sharing Agreement and that the Owner has fulfilled all cost-sharing and other obligations of the Cost-Sharing Agreement (**Condition 71**).

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- **Infrastructure:** Final approval of the Plan for registration shall not be given until such time as the City is satisfied that any infrastructure identified in the City's approved Infrastructure Implementation Plan (IIP) required for the proposed development to proceed has been completed **(Condition 72)**.

The applicant is currently working toward satisfying the draft plan conditions which will allow them to then register the subdivision and pull building permits to construct new housing. It is anticipated that servicing of the subdivision will commence in 2019, with the potential for registration of the first phase of the subdivision and subsequent construction of the first new homes in late 2019 and continue into 2020 and beyond.

If you have any questions, please contact the Planning file manager, Carlissa McLaren at 705-739-4220 extension 4719.

APPENDIX "A"  
Conditions of Draft Plan Approval



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**CITY OF BARRIE**

**DRAFT PLAN OF SUBDIVISION CONDITIONS**

**For Final Approval for the Registration of the Plan of Subdivision for**

**961 Big Bay Ltd. ("Owner")**

**DRAFT APPROVED: May 22, 2018**

Prior to final approval and registration of the Plan of Subdivision for the subject lands, the Owner 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).

**Planning**

**Special Conditions**

1. That the Owner/Developer shall prepare the Final Plan of Subdivision on the basis of the approved Draft Plan of Subdivision, prepared by KLM Planning Partners Inc., identified as DWG.No.-17:1, dated November 15, 2017, which illustrates 16 single detached residential lots.
2. That the owner acknowledges that there is a limitation of 2,100 lots/units that will be permitted to be finally approved by the City within the Hewitt's Secondary Plan Area prior to completion of the Harvie Road overpass over Highway 400. Prior to final approval and registration of any subdivision or Site Plan, the City shall be notified in writing, by the Trustee for the Hewitt's Landowners Group of the following:
  - a) Acknowledge in writing that the Trustee has responsibility and legal authority for managing the distribution of the 2,100 unit allocation, and that they shall maintain detailed records of same;
  - b) Provide documentation identifying that the number of units proposed to be registered is equal to or less than the total 2,100 unit allocation for all of the Hewitt's Secondary Plan area;
  - c) Provide documentation identifying the number of units remaining, out of the total 2,100 unit allocation, that remain available for final approval/registration; and,
  - d) The foregoing documentation will also be provided to North American Park Place Corporation.
3. That the requirements in condition 2 above will cease once the Harvie Road overpass has been constructed and is open to public use.
4. That the Owner/Developer shall agree in the Subdivision Agreement, that all corner lots on arterial and collector roadways shall be sited and massed toward the intersection and enhanced architectural design/details shall be provided so as to ensure that the exterior side yards look and/or function as a front yard.



Standard Conditions

5. Prior to final approval, the Owner shall provide the City with confirmation from each department or applicable agency that each of their conditions has been satisfied.
6. That prior to final approval and registration of the plan, the Owner shall confirm that all lots and blocks within the Draft Plan have been appropriately zoned in accordance with the *Planning Act* and the City's Comprehensive Zoning By-law.
7. That the owner shall agree to convey to the City of Barrie, at no expense and free of encumbrances, any easements required for access, servicing and stormwater drainage purposes.
8. The Owner shall agree to enter into a Subdivision Agreement with the City to satisfy all requirements financial or otherwise, including but not limited to the provision of roads, services, grading, landscaping, fencing, payment of development charges and engineering studies to support municipal services.
9. 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.
10. The Owner shall acknowledge and agree that any road allowances included in this draft plan will be named to the satisfaction of the City.
11. The Owner shall acknowledge and agree to be responsible for complying with and satisfying all applicable policies and requirements of approval from the City of Barrie.
12. The Owner shall agree to prepare and distribute a Community Information Map, approved by the City, to the prospective purchasers and tenants that generally addresses the various land use components of the development, including but not limited to the location of major utilities, roads, transit and active transportation routes, lot sizes and types. Such package will also identify the potential for nearby agricultural operations and potential impacts.
13. The Owner shall agree in the Subdivision Agreement, in wording acceptable to the City to carry out or cause to be carried out, the recommendations and measures contained within the plans and reports as approved by the City.
14. The Owner shall agree to register the Final Plan of Subdivision within three (3) years of Draft Approval otherwise the Draft Plan Approval shall lapse in accordance with Section 51(32) of the *Planning Act*, RSO 1990 c P.13 (the "Planning Act"). The City of Barrie may consider 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 the third anniversary of the Draft Plan of Subdivision approval date.
15. This approval of the draft plan and the conditions herein is given to and apply to the Owner and may not be transferred or assigned by the Owner without the prior written consent of the City. The City will consent to the Owner transferring or assigning this approval of the draft plan, with the conditions, provided that the Owner has satisfied the City in respect of the Voluntary Payments Agreement between the Owner and the City, entered into pursuant to a Memorandum of Understanding dated May 14, 2014, which the Owner and the City are parties to; or the transferee or assignee has agreed to assume the Voluntary Payments Agreement and for all purposes stand in the shoes of the Owner in respect of that agreement and this approval of the draft plan, with the conditions.



**Parks Planning**

16. The Owner is required to comply with the Parkland Dedication requirements under Section 51.1 of the Planning Act, RSO 1990 c. P.13 (the "Planning Act"). The Owner acknowledges and agrees that it is the intention of the City to put in force and effect a Master Parkland Agreement with the Salem/Hewitt's Land Owners. Should the Master Parkland Agreement come into effect prior to registration of the Plan of Subdivision, the Master Parkland Agreement shall take precedence over the Parkland Dedication requirements of Section 51.1 of the Planning Act.
17. The Owner shall provide a Vegetation Inventory and Tree Preservation Plan as required by By-law 2014-115 or its successor, towards obtaining a Tree Removal Permit to the satisfaction of the Director of Engineering.
18. Prior to issuance of a Site Alteration Permit, the Owner shall obtain a Tree Removal Permit, and shall not remove any trees from the site without written approval of the Director of Engineering. Any trees which are removed, injured or damaged as a result of construction activities without written consent shall be replaced and the City compensated.
19. The Owner acknowledges that the draft plan, as currently designed, may result in negative impacts to trees that are mutually or exclusively owned by adjacent landowners. As a result, prior to final approval, the Owner shall obtain written consent from the affected adjacent landowners that they agree to the potential impacts and/or removal of the trees. In the event that written consent cannot be obtained, the Owner shall revise the draft plan layout to the satisfaction of the City of Barrie.
20. That the Owner agrees in the subdivision agreement, to undertake tree preservation and maintenance measures and to remove dead, damaged and diseased trees within the plan of subdivision to the satisfaction of the Director of Engineering.
21. The Owner and their agents/contractors shall not cause harm to trees on or shared with adjacent lands outside the limit of this development without written consent from the landowner.
22. The Owner shall agree that the limit of preservation shall be defined as the 'Limit of Canopy' for trees to be preserved and that a minimum buffer of 5.0m is required between the preservation limit and building envelope limit(s) as per BSD-1235.
23. The Owner is required, at their cost and as a condition of the subdivision agreement, to install protective fencing in accordance with the approved Tree Preservation Plan and the approved Site Alteration Plan as per BSD-1232.
24. The Owner is required at their cost, prior to final approval, to engage the services of a qualified Landscape Architect to prepare and implement a comprehensive set of streetscape and landscape working drawings and specifications to address all streetscape/landscaping items for lands within the limits of the plan of subdivision prior to registration to the satisfaction of the Director of Engineering.
25. The Owner shall retain the services of the Landscape Architect until all landscape related works including but not limited to project monitoring, tree preservation, inspections, site management, Letter of Credit reductions and sign offs for assumption and end of general maintenance are completed and accepted to the satisfaction of the Director of Engineering.
26. That the Owner provide a letter/report 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.

**Engineering****Special Conditions**

27. Development of the subject lands shall be in accordance with the Hewitt's Secondary Plan and associated Master Plans, the Subwatershed Impact Study (SIS) Report (Hewitt's Annexed Lands), the Multi Modal Active Transportation Master Plan (MMATMP) and the Memorandum of Understanding between the City of Barrie and the Hewitt's and Salem Secondary Plan Owners Group.
28. The owner will obtain an acknowledgement from the Trustee among the Hewitt's landowners to the Municipality that the owner is in good standing with respect to its participation in the cost sharing agreements and its obligations thereto prior to final registration of the plan.
29. In accordance with Schedule 9E (Development Phases) within Amendment No. 39 to the City of Barrie Official Plan (Hewitt's Secondary Plan), the subject lands and adjacent to the south fall within Phase 1. In this regard, it is recommended that the development of this draft plan proceed concurrently with the adjacent lands to the south (Blue Sky Subdivision) to satisfy servicing and secondary access needs. It should be noted that if this plan does not develop concurrently, the owner will be required to phase construction development and be responsible to construct such infrastructure (being either permanent or temporary) to facilitate the development of this property, which will include provision for a secondary access, sanitary sewers, watermain looping, storm sewers and stormwater management.
30. The owner will be responsible for entering into any cost sharing arrangements with the adjacent landowner(s) to address the sharing in costs for shared infrastructure that are of benefit.
31. FAs a condition of the registration of this plan in accordance with the Master Plans, all infrastructure necessary to support the development of this plan shall be secured with the City of Barrie. Occupancy will not be granted until all necessary infrastructure is constructed and operating to municipal standards to the satisfaction of the City. In addition, the owner shall accommodate required external servicing through their site.
32. The owner will be required to dedicate any block and convey any easements that are required for pedestrian connections, sanitary servicing, water servicing and storm sewer/stormwater management purposes.
33. According to Amendment No.39 to the City of Barrie's Official Plan (Schedule 9D-2), a maximum 41.0 metre right-of-way could be requested for Big Bay Point Road. However, as per the MMATMP, and as further detailed as part of an Environmental Assessment (E.A.), the required right-of-way width for Big Bay Point Road that fronts the subject is 34.0 metres. In this regard, the owner shall be responsible for conveying to the City of Barrie, a 7 metre right-of-way widening across the full frontage of Big Bay Point Road.
34. In order to restrict access onto Big Bay Point Road, the City of Barrie will require a 0.3 metre reserve along the development's entire Big Bay Point Road frontage.
35. Provision shall be made for streetscape design and noise attenuation associated with the abutting arterial road (Big Bay Point Road), to the satisfaction of the City of Barrie. In this regard, the owner shall agree that all warning clauses identified in the Noise Impact Study by R. Bouwmeester & Associates, dated May 3, 2017, shall be registered on title and included in all Development Agreement and Agreements of Purchase and Sale or Lease.





36. A detailed geotechnical investigation shall be provided. This investigation shall address ground water levels as they relate to servicing, stormwater management facilities and building foundations (underside of basement floor must be 0.5m above the seasonal high groundwater table), and address soils as they relate to any potential "Low Impact Development" (LID) initiatives. Approval of the plan is subject to the findings of this investigation.
37. Prior to registration of the plan, the owner is responsible for providing a detailed stormwater management report in accordance with the parameters set out in the Drainage and Stormwater Management Master Plan, the Ministry of the Environment and Climate Change Stormwater Management Planning and Design Manual (2003), the Lake Simcoe Region Conservation Authority Technical Guidelines for Stormwater Management Submissions (2016), and the City of Barrie's Storm Drainage and Stormwater Management Policies and Design Guidelines (2009).
38. The owner will be responsible for the identification and abandonment of any existing on-site wells and/or septic systems, all in accordance with the Ministry of the Environment and Climate Change Regulations.

#### Traffic

39. Staff will be prohibiting on-street parking to one side of all local roadways. The owner/developer is to ensure all reasonable efforts are taken to maximize on-street parking spacing; this is to include driveway spacing and placement of fire hydrants.
40. A Pavement Marking and Signing Plan (PMSP) is required for the proposed Plan of Subdivision. The PMSP provides details and specifications for all traffic signs and pavement markings. The PMSP is to also clearly identify sign mounting heights, sign orientation and dimensions.
41. The owner acknowledges that Street 'A' will not have access to Big Bay Point Road.
42. The design and location of sidewalks, access blocks/walkways and major pedestrian linkages associated with transit routes, schools, parks and valley lands shall be generally consistent with the approved Pedestrian Circulation Plan to the satisfaction of the Director of Engineering.
43. The Master Transportation Impact Study completed by LEA Consulting Ltd. must be updated/amended to the satisfaction of the City.

#### Standard

44. The Owner agree and understand that any future Park, Environmentally Protected, Natural Heritage System and/or Open Space Blocks are not to be used for the storing/stock piling of materials including but not limited to topsoil, equipment and building materials.
45. The Owner shall discharge any, and all, applicable City of Barrie Act or Local Improvement Charges associated with the subject property.
46. The Owner shall ensure that any 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.
47. The Owner shall ensure that any dead ends and open side of road allowance created by this draft plan are terminated in 0.3 metre reserves and shall agree to convey those reserves to the City of Barrie at no expense and free and clear of any encumbrances.
48. The owner shall undertake and adhere 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 in accordance with current City of Barrie Development Standards and Policies to the satisfaction of the Engineering Department.

49. The owner shall provide a Functional Servicing Report (FSR), completed by an experienced civil engineer, to assess all servicing, transportation, and environmental concerns associated with the proposed development, to the satisfaction of the Engineering Department.
50. The Owner shall agree to be responsible for the provision of all works, roads, and services including the connections to existing municipal services, in accordance with all City of Barrie Development Standards and Policies to the satisfaction of the City of Barrie.
51. The Owner shall acknowledge and agree 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 Engineering Department.
52. The Owner/Developer shall agree to be responsible for the provision of all appropriate storm and sanitary and water conveyance systems, including outlet work and/or other related facilities including the provision of servicing facilities external to the plan, where required to the satisfaction of the Engineering Department. A special provision must be implemented when outletting storm drainage into any environmentally sensitive areas.
53. That the Owner shall retain the services of a professional hydrogeological engineer to prepare a hydrogeological study to identify and ensure that there is no adverse impact on the existing area wells and aquifer recharge area. Without limiting the generality of the foregoing, the study will include a survey of all water supply systems within 300 metres of the subject property, and/or the zone of influence, and report of the possible impact the development of the plan will have on the existing water supply systems. Should the Engineering Department apprehend or determine that the existing water supply systems be altered, reduced or eliminated based on the study and any other available supporting data, the Owner will be responsible for providing the interim and permanent restoration of the water supply systems, to the satisfaction of the City of Barrie. This report should be conclusive with provisions and recommendations on servicing within the noted recharge area.
54. The owner will be responsible for complying with, and satisfying, all applicable policies and requirements of approval from the Ministry of the Environment and Climate Change, Ministry of Natural Resources, Lake Simcoe Region Conservation Authority and the City of Barrie, all in accordance with current City development standards and policies.
55. The Owner shall agree to convey any blocks and/or easements required for the provisions of utilities, municipal sanitary and water service, and stormwater management to the City and/or appropriate authority.
56. The Owner shall agree that for undeveloped lots which have an overall gradient of 15% or greater, the Owner will be required to prepare special lot grading plans that will identify areas of significant grade and excessive potential tree loss but maintain an overall drainage scheme, in accordance with the City of Barrie's lot grading policies and guidelines.
57. The Owner is advised that draft approval does not in itself constitute a commitment by the City of Barrie 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.





58. Should the Ministry of the Environment and Climate Change and/or the City of Barrie at any time conclude that the City of Barrie does not have sufficient water reserve capacity to adequately service the Hewitt's Secondary Plan, development shall not proceed until the capacity issue can be resolved to the satisfaction of the Ministry of the Environment and Climate Change and/or the City of Barrie.
59. Prior to final approval, the following plans and reports must be prepared in accordance with existing Master Studies and submitted to the satisfaction of the City of Barrie, the Lake Simcoe Region Conservation Authority (LSRCA) and any other applicable agencies:
  - a) A detailed Stormwater Management Report, including water balance analysis;
  - b) A detailed Geotechnical Report; and
  - c) As per the Development Manual: Title Sheet, General Notes Sheet, General Servicing Plan, Sanitary Drainage Area Plan, Storm Drainage Area, Watermain Swabbing Drawings, General Grading Plan, Plan and Profile Drawings, Detail Sheet, Streetlighting and Electrical Distribution Drawings, Signal Wiring Plan and Signalized Intersection Plan, Composite Utility Plan, Pavement Marking and Signage Plan, Erosion and Sediment Control.
60. Prior to any site alteration or grading, proper erosion and sediment control measures must be in place in accordance with the approved Grading and Drainage Plan and Erosion and Sediment Control Plan to the satisfaction of the City.
61. The Owner shall 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 of the City and LSRCA in accordance with City policy. The Owner shall be responsible, through its Professional Consultant, to maintain the said works for the duration of the subject development.
62. The owner shall provide the City of Barrie with the registered plan of subdivision and all other associated plans referred to in Horizontal Control Surveys UTM (Zone 17) NAD83. They are to be supplied in both hard copy and digital format.
63. Should dewatering be necessary, a Discharge Agreement must be approved by Environmental Services prior to any discharge to the storm OR sanitary sewer (as per Sewer Use By-law 2012-172). Please provide details pertaining to the Dewatering Sampling Program as well as a complete dewatering plan including but not limited to:
  - a) Daily volumes;
  - b) Discharge locations (storm/sanitary);
  - c) Duration;
  - d) Treatment methods to ensure compliance with Sewer Use By-law 2012-172 and Provincial Water Quality Objectives (PWQO); and
  - e) Copy of a valid Ministry of Environment and Climate Change Approvals, as applicable (ex. EASR or PTTW).
64. The Owner shall provide the registered Plan of Subdivision, and all other associated documents including records, drawings, and schedules. These are to be supplied in both hard copy and in digital format in accordance with the Digital Information Standards (DIS).



65. The Owner shall agree in the Subdivision Agreement, in wording acceptable to the City to carry out or cause to be carried out, the recommendations and measures contained within the plans and reports as approved by the City and any other applicable agency.
66. The Owner shall provide a noise study, completed by an experienced acoustical engineer, and shall undertake any measures required to satisfy the Ministry of the Environment and Climate Change and the City of Barrie.
67. In order to mitigate the harmful effects of concentrated stormwater runoff into ravine areas, the Owner shall employ various means and methods to decrease the anticipated flow. Such methods may include redirection of the stormwater roof leaders to road, soak away pits, and rear yard infiltration galleries.
68. The Owner/Developer shall be responsible for obtaining the necessary approvals from any other applicable agencies with respect to its concerns.

#### **Legislative and Court Services**

69. That the Owner be responsible for posting signage on the property addressing Emergency Services Assistance to the satisfaction of the City.

#### **Fire**

70. That the Final Draft Plan identify, as necessary, fire break lots prior to registration to the satisfaction of the Fire and Emergency Services Department.

#### **Finance**

71. Prior to final approval of the Plan for registration,
  - a) the Owner shall provide a letter from the Trustee for the Hewitt's Land Owner's Group to the City confirming that the Owner remains a party to the Hewitt's Land Owner's Group Cost-Sharing Agreement and that the Owner has fulfilled all cost-sharing and other obligations of that Cost-Sharing Agreement; and
  - b) the City must be satisfied that the proposed development is consistent with the findings of the City's current Long Range Financial Plan ( the "LRFP") and ongoing monitoring being done by the City with respect to financial sustainability for development in all areas of the City, including the Hewitt's and Salem Secondary Plans. The Owner must satisfy the City that the proposed development is consistent with the assumptions and findings of the LRFP and the City's ongoing monitoring and provide such evidence as the City may require to support that position.
72. Final approval of the Plan for registration shall not be given until such time as the City is satisfied that any infrastructure identified in the City's approved Infrastructure Implementation Plan, dated May 12, 2014, or the latest agreed and approved update to it (the "IIP"), required for the proposed development to proceed has been completed.
73. Despite condition 72 above, the City may determine, at its sole discretion, that final approval of the Plan for registration need not be delayed until that infrastructure is completed if the City is satisfied that:
  - a) sufficient funding is available to the City to allow, in a fashion consistent with the findings of the LRFP and ongoing monitoring being done by the City with respect to financial



- sustainability for development in all areas of the City, including the Hewitt's and Salem Secondary Plans, the proposed development to proceed; and
- b) the infrastructure will be completed sufficiently prior to the need for it as triggered by the development of the Plan.
74. Despite condition 72 above, the City may determine, at its sole discretion, that final approval of the Plan for registration need not be delayed until that infrastructure is completed if the City is satisfied that:
- a) that the land Owners, including the Owner, requiring such IIP infrastructure have entered into an agreement with the City, in a fashion consistent with the findings of the LRFP and ongoing monitoring being done by the City with respect to financial sustainability for development in all areas of the City, including the Hewitt's and Salem Secondary Plans, to construct the required IIP infrastructure; and
  - b) the required infrastructure will be completed sufficiently prior to the need for it as triggered by the development of the Plan.
75. The Owner shall enter into a subdivision agreement with the City that shall, amongst other things, ensure that the Owner satisfies the City that all financial and infrastructure requirements, including but not limited to the construction of roads and the installation of all required infrastructure (local to the subdivision or as identified in the IIP) set out in these draft plan conditions have been met. This Agreement is to be registered on title to the Lands.
76. Should the Owner and City agree that the Owner can proceed with registration and development of the Plan in phases;
- a) the provisions of conditions 71 and 72 above, will apply to each phase of the Plan;
  - b) the City may exercise its right to withdraw draft approval of remaining phases if those requirements are not met; and
  - c) the provisions of conditions 73 and 74 above will apply to each phase of the Plan.

**Lake Simcoe Region Conservation Authority (LSRCA)**

77. That this approval is applicable to the Draft Plan of Subdivision prepared by KLM Planning Partners Inc., (Nov 15, 2017) and may be subject to redline revisions based on the detailed technical plans and studies.
78. That prior to final plan approval and any major site alteration, the following shall be prepared to the satisfaction of the LSRCA and the City of Barrie:
- a) A detailed Stormwater Management Report in accordance with Lake Simcoe Region Conservation Authority Technical Guidelines for Stormwater Management Submissions and in conformity with the Stormwater Management Master Plan approved under Strategic Action 4.5-SA of the Lake Simcoe Protection Plan, and the Hewitt's Secondary Plan Subwatershed Impact Study Lover's, Hewitt's and Sandy Cove Creeks (R.J. Burnside and Associates Ltd.);
  - b) A detailed erosion and sediment control plan;
  - c) A detailed grading and drainage plan;



- d) A Detailed Geotechnical Report for the proposed Stormwater Facilities; and,
  - e) 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.
79. That prior to final plan approval, 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.
80. That prior to final plan approval, 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.
81. That prior to the execution of the Subdivision Agreement, a phosphorus budget and any associated compensatory measures shall be undertaken to the satisfaction of the LSRCA, in accordance with the Lake Simcoe Phosphorus Offsetting Policy:
82. That the owner shall agree in the Subdivision Agreement to carry out, or cause to be carried out, the recommendations and requirements contained within the plans and reports as approved by the LSRCA and the City of Barrie.
83. That the owner shall agree in the Subdivision Agreement to retain a qualified professional to certify in writing that the works were constructed in accordance with the plans and reports as approved by the LSRCA and the City of Barrie.
84. That the owner shall agree in the Subdivision Agreement to ensure that proper erosion and sediment control measures will be in place in accordance with the approved Grading and Drainage Plan, and Erosion and Sediment Control Plan prior to any site alteration or grading.
85. That the owner shall agree in the Subdivision Agreement to grant any easements required for storm water management purposes to the City of Barrie.
86. That prior to final plan approval, the owner shall pay all development fees to the LSRCA in accordance with the approved fees policy, under the *Conservation Authorities Act*.
87. That the owner shall agree in the Subdivision Agreement to maintain all existing vegetation up until a minimum of 30 days prior to any grading or construction on-site in accordance with 4.20b.-DP of the Lake Simcoe Protection Plan.
88. That prior to final approval the provisions of the Endangered Species Act shall be addressed to the satisfaction of the Ministry of Natural Resources and Forestry.
89. That prior to final plan approval, the owner shall implement an Ecological Offsetting Strategy to the satisfaction of the LSRCA.
90. That 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.



**Enbridge Gas Distribution**

91. The Owner shall agree in the Subdivision Agreement in wording satisfactory to Enbridge Gas Distribution:
- 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 Gas Distribution;
  - d) That if a gas main needs to be relocated as a result of changes in the alignment or grade of the road allowance or for a temporary gas pipe installation pertaining to phase construction, all costs are the responsibility of the owner.
  - e) That all of the natural gas distribution system will be installed within the proposed municipal road allowances therefore easements will not be required; and,
  - f) In the event that easement(s) are required to service this development, the applicant will provide the easement(s) to Enbridge Gas Distribution at no cost.

**Simcoe County District School Board**

92. The Owner shall agree in the Subdivision Agreement, in wording acceptable to the Simcoe County District School Board, to include the following clause in all Purchase and Sale or Lease 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."

**Simcoe Muskoka Catholic District School Board**

93. That the Owner include in all offers of purchase and sale a clause advising prospective purchasers 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.

**Bell Canada**

94. The Owner shall agree in the Subdivision Agreement, in wording satisfactory to the City:
- a) That any easements, which may include blanket easements, for telecommunication services are to be granted to Bell Canada as required, and in the event of any conflict with existing facilities or easements, the Owner shall be responsible for the relocation of such facilities or easements.
  - b) That prior to commencing any work within the Plan, the Owner must confirm that sufficient wire-line communication/telecommunication infrastructure is currently available with the proposed development to provide communication/telecommunication service, including emergency management services (i.e. 911 Emergency Services).



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**InnPower**

95. The Owner shall agree to satisfy the requirements of InnPower with respect to the provision of electrical utilities.

**Ministry of Tourism, Culture and Sport**

96. The Owner shall complete an archaeological assessment of the subject property and agree to complete all recommendations and requirements of such assessment, including the mitigation and/or salvage of 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.

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

  
Date

If there are no appeals, draft approval is deemed to have been made on **May 22, 2018**.





**Notes to Draft Plan Approval**

1. The Lake Simcoe Region Conservation Authority (LSRCA) will require a final draft copy of the Subdivision Agreement prior to the clearance of draft plan conditions.
2. The Lake Simcoe Region Conservation Authority (LSRCA) will require a copy of the draft M-Plan.
3. The Lake Simcoe Region Conservation Authority (LSRCA) will require a letter from the owner's/developer's planning consultant detailing how each LSRCA condition of draft plan approval has been fulfilled to the satisfaction of the conservation authority.
4. The Owner shall agree, prior to final plan approval, to pay all development fees to the conservation authority as required in accordance with the Lake Simcoe Region Conservation Authority's fees policy, under the *Conservation Authorities Act*.

