

TO: MAYOR J. LEHMAN AND MEMBERS OF COUNCIL

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

NOTED: A. MILLER, RPP, GENERAL MANAGER OF INFRASTRUCTURE AND GROWTH
MANAGEMENT (ACTING)

M. PROWSE, CHIEF ADMINISTRATIVE OFFICER

RE: ISSUANCE OF CONDITIONS OF DRAFT PLAN APPROVAL
967 AND 971 BIG BAY POINT ROAD – MIELE DEVELOPMENTS INC.
HEWITT'S SECONDARY PLAN (WARD 10)

FILE: D12-438

DATE: JUNE 3, 2019

The purpose of this Memorandum is to advise members of Council that Planning Services Branch has issued conditions of draft plan approval for lands known municipally as 967 and 971 Big Bay Point Road, Barrie. This will allow for the construction of 43 single detached units which will be home to approximately 140 future Barrie residents.

Through the technical review process, several items of importance were identified and have been included as conditions of draft plan approval (Appendix A). They include:

- **Affordable Housing:** The requirement for second suite packages to be offered in some of the units within the subject development (**condition 11**).
- **Traffic Calming:** The requirement for a Traffic Calming Management Plan to the satisfaction of the Director of Engineering (**condition 45**).

The applicant is currently working toward satisfying the draft plan conditions which will allow subsequent registration of the subdivision and application for building permits. It is anticipated that servicing of the subdivision will commence in 2019, with the registration of the subdivision and subsequent construction in 2020.

If you have any questions, please contact the Planning file manager, Bailey Chabot at 705-739-4220 extension 4434.



CITY OF BARRIE

DRAFT PLAN OF SUBDIVISION CONDITIONS

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

Miele Developments Inc. ("Owner")

DRAFT APPROVED: April 5, 2019

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).

General

Special Conditions

1. The Owner will obtain an acknowledgement from the Trustee of the Hewitt's Creek Landowners' Group Inc. confirming to the City 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.
2. Prior to final approval of the Plan for registration,
 - a) the Owner shall provide a letter from the Trustee for the Hewitt's Landowners' Group to the City confirming that the Owner remains a party to the Hewitt's Landowners' 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.
3. 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.
4. Despite condition 3 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.



5. Despite condition 3 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 landowners, 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.
6. 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.
7. 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 2 and 3 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 4 and 5 above will apply to each phase of the Plan.
8. 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.
9. That the requirements in condition 8 above will cease once the Harvie Road overpass has been constructed and is open to public use.



Planning

Special Conditions

10. That the Owner shall prepare the Final Plan of Subdivision on the basis of the approved Draft Plan of Subdivision, prepared by MacNaughton Hermsen Britton Clarkson Planning Ltd., identified as File Name: Draft Plan of Subdivision, dated February 12, 2019, which illustrates 43 single detached residential lots.
11. That the Owner shall agree in the Subdivision Agreement, that all offers of purchase/sale with builders, include a clause requiring that second suite packages be offered in some of the units to be sold within the subject development.
12. That the Owner 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 (i.e. wrap around porches, front entrance features, additional glazing, coining, soldering, etc.) shall be provided so as to ensure that the exterior side yards look and/or function as a front yard. In this regard, the Owner shall provide, to the satisfaction of Planning Services, a sample of conceptual exterior side elevations illustrating a variety of enhanced architectural design elements which will be appended to the Subdivision Agreement.

Standard Conditions

13. 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.
14. 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.
15. 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 City services.
16. 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.
17. The Owner shall acknowledge and agree that the road allowances included in this draft plan will be named to the satisfaction of the City.
18. The Owner shall acknowledge and agree to be responsible for complying with and satisfying all applicable policies and requirements of approval from the City.
19. 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.
20. 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.
21. 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 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.

22. 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

23. 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 Landowners'. The Master Parkland Agreement shall take precedence over the Parkland Dedication requirements of Section 51.1 of the *Planning Act*.
24. 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.
25. 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.
26. 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. If City Staff determine as part of the review of the Tree Inventory, Tree Preservation and Removals Plan, or tree removal permit, that a mutually or exclusively owned adjacent landowner tree would be negatively impacted, then, 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.
27. 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.
28. 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.
29. 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.
30. 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.

31. 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 to contact both the City and the Ministry of Environment, Conservation, and Parks, and to take appropriate action.

Engineering

Special Conditions

32. Development of the subject lands shall be in accordance with the Hewitt's Secondary Plan and associated Master Plans, the approved Sub-watershed Impact Study (SIS) Report (Lover's, Hewitt's & Sandy Cove Creeks), the Multi Modal Active Transportation Master Plan (MMATMP), and the Memorandum of Understanding between the City and the Hewitt's and Salem Secondary Plan Landowners'.
33. In accordance with Schedule 9E (Development Phases) within the City's Official Plan (Hewitt's Secondary Plan), the subject lands 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 east and south to satisfy servicing and 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, including, but not limited to, sanitary sewers, watermain looping, storm sewers, and stormwater management.
34. 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.
35. Registration of this plan will not be considered until all infrastructure necessary to support the development of this plan is secured with the City. Further, occupancy will not be granted until all necessary infrastructure is constructed and operating to City standard.
36. The Owner will be required to dedicate to the City, at no expense and free of encumbrances, any block and convey any easements that are required for pedestrian connections, access, utilities, sanitary servicing, water servicing, storm sewer/stormwater management purposes and right-of-way widenings.
37. According to Amendment No.39 to the City's Official Plan (Schedule 9D-2), a maximum 41 m Right-of-Way (ROW) width could be requested for Big Bay Point Road. However, as per the MMATMP, and as further detailed as part of the Municipal Class Environmental Assessment (EA), the required ROW width for Big Bay Point Road that fronts the subject property is 34 m. In this regard, the Owner will be responsible to dedicate to the City a 4 m ROW widening across the full frontage of Big Bay Point Road.
38. In order to restrict access onto Big Bay Point Road, the City will require a 0.3 m reserve along the development's entire Big Bay Point Road frontage, also, a 0.3 m reserve will be required along the limits of all road allowances that abut adjacent lands, and dead ends created by this draft plan (Street A, adjacent lands to the east and south). In the event that the adjacent lands do not develop concurrently reserves will be required as indicated above.
39. The Owner shall dedicate daylighting triangles at all intersections in accordance with City standards and guidelines.



40. Provision shall be made for streetscape design and noise attenuation associated with the abutting arterial roads (i.e. Big Bay Point Road), to the satisfaction of the City.
41. The Owner shall agree that all warning clauses identified in the report prepared by R. Bouwmeester & Associates, dated February 27, 2018 shall be registered on title and included in all Development Agreements and Agreements of Purchase and Sale or Lease for all applicable Lots. The Noise Impact Study shall be completed by an experienced acoustical engineer, and shall comply with Ministry of the Environment, Conservation, and Parks standards.
42. A detailed geotechnical investigation will be required during detailed design. This investigation shall address monitored ground water levels as they relate to servicing, stormwater management facilities (SWMFs), building foundations, and any potential Low Impact Development (LID) initiatives. Please note that all underside of footings for all buildings must be 0.5 m above the seasonal high groundwater table. Adjustments to roadway profiles or raising of building structures may be required in this regard.
43. 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, Conservation, and Parks Stormwater Management Planning and Design Manual (2003), the Lake Simcoe Region Conservation Authority Technical Guidelines for Stormwater Management Submissions (2016), and the City's Storm Drainage and Stormwater Management Policies and Design Guidelines (2009).
44. In the event excess fill is to be removed and taken to a receiving site, written documentation is required confirming that the fill quantity and quality is acceptable for the receiving site. Confirmatory sample results are required demonstrating that the fill quality meets the standards set out in Soil, Groundwater and Sediment Standards referenced in O. Reg 153/04, with respect to all contaminants in the fill.

Traffic

45. A Neighbourhood Traffic Calming Management Plan is required to identify locations and potential applications for permanent traffic calming measures to the satisfaction of the Director of Engineering.
46. On-street parking will only be permitted on one side of all local roadways. The Owner 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.
47. 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.
48. The Owner acknowledges that Street 'A' will not have access to Big Bay Point Road.
49. 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 an approved Pedestrian Circulation Plan and in accordance with the Multi-Modal Active Transportation Plan and the Transportation Design Manual, to the satisfaction of the Director of Engineering.
50. The Master Transportation Impact Study completed by LEA Consulting Ltd. be updated/amended to the satisfaction of the City.

Standard

Miele Developments Inc.

FILE NUMBER D12-438



51. The Owner shall be responsible for the provision of all works and services, including the connection to existing City services, in accordance with current City development standards and policies, and to the satisfaction of the City.
52. The Owner shall conform to all approved master engineering studies including environmental investigation, hydrogeological and hydrological studies, noise studies, traffic impact studies (all synchro analysis sheets to be included), etc. to determine the conditions under which development should be permitted. The Owner should be fully responsible for the provision of all works and services required to support the proposed land use in accordance with current City Development Standards and Policies, to the satisfaction of the Engineering Department.
53. The Owner shall be responsible for the development of appropriate storm, sanitary, and water conveyance systems including outlet works and/or other related facilities, to the satisfaction of the Engineering Department. In that regard, the proposed servicing shall include for the provision of the servicing to all external areas. A special provision must be implemented when out-letting storm drainage into any environmentally sensitive areas.
54. The Owner will be responsible for complying with and satisfying all applicable policies and requirements of approval from the Ministry of Environment, Conservation, and Parks, Ministry of Natural Resources and Forestry, the appropriate Conservation Authority, and the City, all in accordance with current City development standards and policies.
55. The Owner will retain the services of a professional hydrogeological engineer who must be approved, in writing, by the City's Director of Engineering. The Owner must complete a hydrogeological study by the said professional hydrogeological engineer, to the satisfaction of the Engineering Department. Without limiting the generality of the foregoing, the study will include a survey of all water supply systems within 300 m 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 will be altered 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. This report should be conclusive with provisions and recommendations on servicing within the noted recharge area.
56. The Owner acknowledges and agrees that the proposed development must be serviced from the City water distribution system.
57. 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.
58. Should the MECP and/or the City at any time conclude that the City 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 MECP and/or the City.
59. Prior to any site alteration within the subject property, the Owner and/or his agents will apply for a Site Alteration Permit as described within the current Site Alteration By-law. Prior to the commencement of any works within the site, all requirements, obligations, and control measures, as described within the current Site Alteration By-law, will be in place and undertaken to the satisfaction of the City and to the appropriate Conservation Authority in those areas which are under their jurisdictions. Further, it will be the Owner's responsibility, through its professional consultant, to maintain the said works for the duration of the subject development.



60. 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, Conservation, and Parks regulations.
61. The Owner will be responsible for obtaining the necessary approvals from any other applicable agencies with respect to its concerns.
62. The Owner shall discharge any and all applicable City of Barrie Act or local improvement charges associated with the subject property.
63. All roads within the Subdivision shall be designed in accordance with City design standards, including but not limited to the Transportation Design Manual, with any variations being approved by the City.
64. The Owner shall provide the City 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 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 ensure that the road allowances included in this draft plan are shown as public highways on the final plan and shall agree to dedicate those allowances to the City.
67. The Owner shall agree that should dewatering be necessary, a Discharge Agreement shall be approved by Environmental Services prior to any discharge to the storm or sanitary sewer (as per Sewer Use By-law 2012-172).

Legislative and Court Services

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

Fire

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

Lake Simcoe Region Conservation Authority (LSRCA)

70. That this approval is applicable to the Draft Plan of Subdivision prepared by MHBC Planning Urban Design & Landscape Architecture (February 12, 2019) and may be subject to redline revisions based on the detailed technical plans and studies.
71. 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:
 - a) A detailed Stormwater Management Report in accordance with Lake Simcoe Region Conservation Authority Technical Guidelines for Stormwater Management Submissions (September, 2016) and in conformity with the Stormwater Management Master Plan approved under Strategic Action 4.5-SA of the Lake Simcoe Protection Plan, 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 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; and,
 - e) A detailed landscape plan.
72. That prior to final plan approval and any major site alteration, 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.
73. That prior to final plan approval and any major site alteration, a detailed phosphorus budget shall be prepared to the satisfaction of the LSRCA demonstrating that the anticipated changes in phosphorus loadings from pre-development to post-development will be minimized in accordance with Designated Policy 4.8(e) of the Lake Simcoe Protection Plan.
74. That prior to final plan approval and any major site alteration, the following shall be undertaken to the satisfaction of the LSRCA, in accordance with the Phosphorus Offsetting Policy:
- a) Phosphorus budget; and,
 - b) Compensatory measures if required.
75. That prior to final plan approval and any major site alteration, a final Functional Servicing Report and Preliminary Stormwater Management Report shall be provided to the LSRCA addressing engineering comments provided by the LSRCA (May 31, 2018).
76. That prior to final plan approval, an ecological offsetting strategy in accordance with the LSRCA Ecological Offsetting Plan shall be prepared to the satisfaction of the LSRCA.
77. 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.
78. That the Owner shall agree in the Subdivision Agreement to grant any easements required for storm water management purposes to the City.
79. 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.
80. 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.
81. That prior to final approval the provisions of the *Endangered Species Act* shall be addressed to the satisfaction of the Ministry of Environment, Conservation, and Parks.
82. That the Owner shall agree in the Subdivision Agreement to indemnify and save harmless the City 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

83. The Owner/Developer 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 City 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 all of the natural gas distribution system will be installed within the proposed City road allowances therefore easements will not be required; and,
 - e) 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

84. That the Owner shall agree in the Subdivision Agreement to include in all offers of purchase and sale, a statement advising the prospective purchasers;
- a) That accommodation within a public school in the community is not guaranteed and students may be accommodated in temporary facilities (e.g., portable classrooms, a "holding school") or in schools within or outside of the community.
85. That the Owner shall agree in the Subdivision Agreement to include in all Offers of Purchase and Sales a notice advising prospective purchasers that school buses may not enter the subdivision and that pick up points will be at the location convenient to the Simcoe County Student Transportation Consortium.

Simcoe Muskoka Catholic District School Board

86. 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

87. The Owner shall agree in the Subdivision Agreement, in words satisfactory to Bell Canada:
- a) That any easements, which may include blanket easements, for communication/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, the Owner must confirm that sufficient wire-line communication/telecommunication infrastructure is available with the proposed development to provide communication/telecommunication service, including emergency management services (i.e. 911 Emergency Services).



InnPower

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

Ministry of Tourism, Culture and Sport

89. 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. This shall be completed prior to any earthworks commencing.


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 **April 5, 2019**.



Notes to Draft Plan Approval

The LSRCA will require the following prior to the issuance of a clearance letter:

1. A copy of the executed subdivision agreement.
2. A copy of the draft M-Plan.
3. A letter from the developer's planning consultant detailing how each LSRCA condition of draft plan approval has been fulfilled to the satisfaction of the conservation authority.

