

**ENGINEERING CONDITIONS
FOR
80 BIG BAY POINT ROAD INDUSTRIAL SUBDIVISION (D30-014-2021)
(RINOMATO GROUP)
INDUSTRIAL PLAN OF SUBDIVISION**

A proposed industrial development – Located north of Big Bay Point Road and east of Bayview Drive.

SPECIAL CONDITIONS

These special conditions, along with the general conditions, constitute the overall conditions for this development.

General

- 1.1 These engineering conditions, as described herein, may be revised at the discretion of the City of Barrie after one (1) year from the date of approval, unless the plan is registered within this time frame.
- 1.2 The general requirements are shown on the Engineering Plans titled “80 Big Bay Point Road Industrial Subdivision”, namely:
 - Roads, municipal services and drainage as shown on drawing numbers ND-1 – ND-7, GS-1, STM-1, STM-2, STM-3, SAN-1, PD-1, CUP-1, WM-1, PMS-1, LG-1, LG-2, LG-3, PP-1 – PP-6, SC-1 – SC-5, SWM-1, SWM-2, SWM-3, EP-1, EP-2 and EP-3, as prepared by Pearson Engineering Ltd. (project number 20033). The Works are to be installed as per the approved drawings to the satisfaction of the Development Services Department.
 - Street lighting as shown on drawing numbers EL-001, EL-002, EL-003, SL-001, SL-002 and DT-001, of project number 359A_21_200, as prepared by DPM Energy Inc. The Works are to be installed as per the approved drawings to the satisfaction of the Development Services Department.
 - Landscaping as shown on drawing numbers, L100 – L103, L200, LD300, LD301, TP100 and TP101, of project number 21-5602, as prepared by Strybos Barron King Landscape Architecture. The Works are to be installed as per the approved drawings to the satisfaction of Parks Planning.
- 1.3 The owner will obtain written approval from the Ministry of the Environment, Conservation and Parks (MECP), and the Lake Simcoe Region Conservation Authority (LSRCA), as they relate to the development of the subject property.

Roadways

- 2.1 The owner will be responsible to obtain a Right of Way Activity Permit for any works located within an existing municipal road allowance.
- 2.2 The owner will be responsible to supply and install all temporary and permanent pavement markings, regulatory and warning signage, and street name signs as per the approved engineering drawings prepared by Pearson Engineering Ltd.
- 2.3 The owner acknowledges that all temporary and permanent pavement markings, signage shall conform with the Ontario Traffic Manuals. All posts and mounting hardware shall conform with current OPSD and standards.
- 2.4 The owner acknowledges that prior to purchase and installation of the approved signage as per the approved engineering drawings prepared by Pearson Engineering Ltd., they shall provide the sign

purchase order quote which shall include sizing, font, colour, and reflective sheeting and shall be confirmed with Development Services.

Stormwater

- 3.1 As a requirement of registration, the developer is required to construct a stormwater management pond. This stormwater pond shall be designed, constructed, and landscaped to the satisfaction of the City of Barrie, MECP and LSRCA. Registration will not be entertained until all details concerning the proposed stormwater management plan have been addressed to the satisfaction of the City of Barrie and the LSRCA.
- 3.2 The owner acknowledges that it shall retain ownership of the stormwater management pond lands, and that the lands shall remain the responsibility of the owner until the City enacts a By-law to accept and assume the municipal services associated with the Draft Plan of Subdivision lands (D30-014-2021) that drain to the stormwater management pond, at which time the stormwater management pond lands shall be conveyed to the City of Barrie at no cost.
- 3.3 The owner will be responsible, to purchase and install the necessary hazard advisory signage from the City of Barrie, for the stormwater management pond, all to the satisfaction of the City of Barrie prior to assumption.
- 3.4 The owner will be responsible for accommodating and conveying all external storm drainage without flooding the adjacent lands.
- 3.5 The owner shall coordinate and provide necessary storm drainage easements in accordance with the approved plans to the satisfaction of the City of Barrie.
- 3.6 The following warning clause shall be included in all Offers of Purchase and Sale or Lease for Lots 2 through 9:

"Purchasers are advised that the City of Barrie has legal ownership of a storm drainage easement over a portion of the subject property for conveyance of stormwater flows (channel/swale) which may be subject to future corrective maintenance and repair (erosion/sediment). It is the landowner's responsibility to maintain the channel/swale in proper working condition by ensuring that the channel/swale is maintained (grass trimming) and kept clear of garbage and debris to ensure the channel/swale functions as designed".
- 3.7 The owner will be responsible to adhere to all applicable policies and obtain any necessary permits from the LSRCA.

4 Sanitary

- 4.1 The owner is responsible for providing a local sanitary sewer throughout the development, at a sufficient depth and capacity to accommodate the registration lands.
- 4.2 The following warning clause shall be included in the Offer of Purchase and Sale or Lease for Lot 4:

"The purchaser is advised that the City of Barrie has legal ownership of a sanitary sewer easement over a portion of the subject property for buried sanitary infrastructure which may be subject to maintenance, repair, and replacement. This buried sanitary infrastructure also includes maintenance holes that extend to the surface with access lids. It is the landowner's responsibility to ensure that these lids are kept clear of garbage and debris. Purchasers shall also be advised that the grade/surface treatment of this easement shall not be altered without the permission of the City of Barrie. The maintenance hole locations are shown on the Approved Engineering Plans."

5 Watermain

5.1 The owner will be required to provide a safe and reliable water system, of sufficient size, to service the development which will be connected to the existing City of Barrie's Zone 2S Reduced water distribution system all in accordance with the Engineering Drawings prepared by Pearson Engineering Ltd.

5.2 The following warning clause shall be included in all Offers of Purchase and Sale or Lease for Lots 3 and 4.

"Purchasers are advised that the City of Barrie has legal ownership of a watermain easement over a portion of the subject property for buried watermain infrastructure which may be subject to maintenance, repair, and replacement. Purchasers shall also be advised that the grade/surface treatment of this easement shall not be altered without the permission of the City of Barrie."

6 Lot Grading

6.1 The owner will be responsible to grade all lots in accordance with the City of Barrie's Lot Grading and Drainage Infrastructure Design Standard.

7 Fencing

7.1 The Owner will be responsible for constructing a 1.52 meter (5 foot) high chain link fence as per detail P1210 (formerly BSD-1210) in the following locations as noted and as per the approved landscape plans:

- (a) Along the rear lot boundary of Lots 10 through 17.

The chain link fencing is to be inset a minimum of 150 mm from the property line on lands to be owned by the City of Barrie to the satisfaction of the Executive Director of Development Services.

7.2 The Owner will be responsible for constructing a 1.52 meter (5 foot) high chain link fence as per detail P1210 (formerly BSD-1210) in the following locations as noted and as per the approved landscape plans:

- (a) Along the southern boundary of Lot 3 and Lot 4.

The chain link fencing is to be inset a minimum of 150 mm from the property line on lands owned by the Owner of the subject property to the satisfaction of the Executive Director of Development Services.

7.3 The Owner will be responsible for constructing a 1.52 meter (5 foot) high chain link fence as per detail P1210 (formerly BSD-1210) in the following locations as noted and as per the approved landscape plans:

- (a) Along the west lot boundary of Stormwater Management Pond Block 26, abutting future private Lot 10.

- (b) Along the southern lot boundary of Stormwater Management Pond Block 26, abutting future private Lot 9.

The chain link fencing is to be inset a minimum of 150 mm from the property line on lands to be owned by the City of Barrie to the satisfaction of the Executive Director of Development Services.

7.4 The Owner is responsible for constructing Vehicular Control Gate(s) per detail P1216, and Timber Bollard(s) per detail P1217 in the following locations as noted and as per the approved landscape plans:

- (a) Vehicular Control Gates and Timber Bollards along the Stormwater Management Block 26 frontage onto Ironstone Crescent, as shown in drawing L200, to close the stormwater management pond facility from public vehicular access.
- (b) Timber bollards along the inside of the maintenance access route, inset 1.0m and spaced 3.0m on centre.

7.5 If chain link fencing, vehicular control gate(s), or timber bollards are not installed, the City of Barrie reserves the right to utilize the Letter of Credit securities to immediately initiate and/or complete the installation of said items and shall include a standard administration surcharge in accordance with the current Fees By-law. The fencing and demarcation features shall be shown on all applicable landscape drawings to the satisfaction of the Executive Director of Development Services.

8 Conveyance in Title and Easements

- 8.1 Upon registration, the owner will be required to dedicate a 4.0-metre-wide road allowance widening along the full frontage of Bayview Drive, in fee simple, and at no cost to the City of Barrie.
- 8.2 Upon registration, the owner will be required to convey to the City of Barrie, a 0.3m reserves along the full frontage of Big Bay Point Road.
- 8.3 Upon registration, the owner will be required to convey to the City of Barrie, a municipal "Stormwater Management Pond" easement over Block 26.
- 8.4 The owner acknowledges that it shall retain ownership of the stormwater management pond lands (Block 26) until the enactment of the subdivision assumption By-law, at which time this block shall be conveyed to the City of Barrie, in fee simple, and at no cost.
- 8.5 The owner acknowledges that it shall retain ownership of Block 27 (Whiskey Creek – Environmentally Protected Lands) until the enactment of the subdivision assumption By-law, at which time this block shall be conveyed to the City of Barrie, in fee simple, and at no cost.
- 8.6 Upon registration, the owner will be required to convey to the City of Barrie, a storm drainage (overland flow) easement along the rear of lots 2 through 9 to accommodate and convey overland storm drainage.
- 8.7 Upon registration, the owner will be required to convey to the City of Barrie, a combined storm drainage (overland flow) and sanitary sewer easement along the rear yard (east limit) of lot 4 to accommodate and convey overland storm drainage and sanitary sewage.
- 8.8 Upon registration, the owner will be required to convey to the City of Barrie, a sanitary sewer easement along the side yard (north limit) of lot 4 to accommodate and convey sanitary sewage.
- 8.9 Upon registration, the owner will be required to convey to the City of Barrie, a watermain easement along the common property-line of lots 3 and 4 to accommodate a watermain.
- 8.10 Upon registration, the owner will be required to convey to Alectra, a switchgear easement over a portion of Blocks 2 and 17 for switchgear placements.

9 Contributions

- 9.1 The owner will contribute, to the City of Barrie, a winter road maintenance fee in an amount of \$13,553.31 deemed necessary to cover future winter road maintenance for the first 3 years of operation (Per Fees By-law 2023-23 – Year 1, \$3,252.85/ln.km – Year 2, \$2,591.67/ln.km – Year 3, \$1,288.80/ln.km / @ 1.9 ln.km). In addition to this contribution, the owner shall provide a cash deposit in the amount of \$7,000.00 to cover future winter road maintenance for year 4 and up to

- assumption. Upon assumption, the owner shall request in writing that the Development Services Department release them from any further obligation for winter road maintenance costs.
- 9.2 The owner will contribute, to the City of Barrie, a winter sidewalk maintenance fee in an amount of \$2,972.34 deemed necessary to cover future winter sidewalk maintenance for the first 3 years of operation (Per Fees By-law 2023-023 – Year 1, \$2,414.56/km – Year 2, \$868.71/km – Year 3, \$432.15/km / @ 0.8 km). In addition to this contribution, the owner shall provide a cash deposit in the amount of \$1,000.00 to cover future winter sidewalk maintenance for year 4 and up to assumption. Upon assumption, the owner shall request in writing that the Development Services Department release them from any further obligation for winter road maintenance costs.
- 9.3 The owner will contribute, to the City of Barrie, an amount of \$1,595.00 for eleven (11) hydrants @ \$145.00/hydrant, deemed necessary to cover the future cost of high-pressure blasting, priming, and painting of all hydrants. The City of Barrie shall undertake this work upon final acceptance of this development.
- 9.4 The owner will contribute to the City of Barrie, an amount of \$11,663.16 for three (3) horizontal and three (3) vertical control monuments @ \$1,943.86/monument, deemed necessary to cover the future cost of installing Control Monuments throughout the entire subdivision. The City of Barrie shall undertake this work upon final acceptance of this development.

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GENERAL CONDITIONS

10 General

- 10.1 The Ontario Provincial Standard Specifications and Drawings (OPSS & OPSD), in addition to the City of Barrie Standards, will form part of these “General Conditions” and will include supplemental specifications that are issued from time to time which modify or further define these standards and specifications.
- 10.2 The City of Barrie reserves the right to order field revisions at the expense of the owner.
- 10.3 Registration of this plan will not be considered until all infrastructure necessary to support the development of this plan is secured with the City of Barrie. Further, occupancy will not be granted until all necessary infrastructure is constructed and operating to municipal standard.
- 10.4 The owner agrees to discharge any, and all, applicable City of Barrie Act Charges or cost sharing obligations associated with the development.
- 10.5 As a requirement of the development, the owner will be responsible for entering into a Subdivision Agreement with the City of Barrie.

11 Roadways

- 11.1 The owner will construct all roads, within the proposed development, to City of Barrie’s Subdivision Road Standards, including but not limited to, curb and gutter, hot mix asphaltic concrete, granulars, storm sewers, sub-drains where applicable, and appurtenances, sidewalks, streetlights, driveway approaches, and sodded boulevards to the satisfaction of the Development Services Department.
- 11.2 All roads unless otherwise specified will be a minimum of 9.4 metres in width, consisting of 100 mm HL8 and 40 mm of HL3, depths of asphalt pavement on 540 mm of Granular “B” and 150 mm of Granular “A”, and designed with regard to the existing Geotechnical Conditions.
- 11.3 Any dead-ends, open sides, or reverse frontages on road allowances, created by this Plan of Subdivision, will be terminated in a 0.3 metre reserve, to be conveyed to the City of Barrie.
- 11.4 If temporary turning circles are required, the pavement structure will be constructed such that a minimum radius of 15 metres is provided. The property required to construct the temporary turning circle will be shown as a part or parts on a reference plan (if required) and will be subject to a temporary turning circle agreement, in favour of the City of Barrie, until the roadway is extended.
- 11.5 The owner will provide nursery sod on a minimum of 200 mm topsoil on both sides of all streets within the subdivision. Prior to placement of topsoil, the source stockpile must be lab tested with multiple samples at varying depths and locations to show that the topsoil is suitable for maintaining sod. Any soil amendments resulting from testing results must be made prior to placement on site.
- 11.6 The owner will provide Light-Emitting Diode (LED) streetlights for all streets within this subdivision.
- 11.7 The City of Barrie will require that the owner install and maintain erosion protection and sediment control measures during construction, within this development, such that erosion and sedimentation are controlled within the Plan of Subdivision.

- 11.8 The owner agrees to prepare and post signs to the satisfaction of the Development Services Department, which indicate that this subdivision is under development control, and that the streets and services are not assumed by the City of Barrie. These signs will be erected at each vehicular access to the development and maintained by the owner until the streets and services are assumed by the City of Barrie at which time the owner will have the signs removed.
- 11.9 The owner agrees to prepare and erect temporary street signs prior to the issuance of any Building Permits within the development, all to the satisfaction of the Development Services Department.
- 11.10 The owner will be responsible for the provision of trees (minimum 60 mm calliper) within the boulevard area of the municipal road allowance. Accommodations for reduced planting opportunities within the streetscape may be accommodated on private property at the discretion of the Municipality. The quantity, location, and species of trees to be according to the planting plan and specifications submitted by the owner and approved by the Development Services Department. All planting will be according to City of Barrie Specifications and maintained throughout the Guaranteed Maintenance Period. All vegetation is required to have a minimum two (2) year warranty period beginning from the time of inspection and acceptance by staff.
- 11.11 The owner shall be responsible for pavement markings such as centre lining, stop blocks, crosswalks, and tapers in accordance with the approved engineering drawings. The required markings will be placed upon completion of the base course and top course asphalt layers or as directed by the City of Barrie.
- 11.12 The owner will be responsible for obtaining a Right of Way Activity Permit for construction access and all works within the assumed municipal road allowance.
- 11.13 The owner shall ensure, at their expense, that all boulevards remain in full compliance with the Boulevard Garden Policy (Motion 05-G-147, By-law 2005-256) until such time as the development is assumed by the City and throughout the 'Guaranteed Maintenance Period' to the satisfaction of the Development Services Department.
- 11.14 The owner will be responsible for the incorporation of the following clause in the purchase and sale / lease agreement:
- “Purchaser/Tenants are advised that they shall be responsible for ensuring that the Municipal Boulevard remains in full compliance with the City of Barrie’s Boulevard Garden Policy. Any infractions or works undertaken by the Purchaser/Tenants which do not conform to the Boulevard Garden Policy shall be removed and/or corrected to the satisfaction of the Development Services Department, upon receipt of written notice within ten (10) business days. All costs incurred and/or required works shall be the responsibility of the Purchaser/Tenants.”
- 11.15 A “no dealings” clause will be placed on all lots and blocks on dead-end streets which do not have an appropriate turning circle.

12 Stormwater

- 12.1 The owner will accommodate all existing drainage, within and external to, the subject plan, according to the City of Barrie's current Stormwater Management Policies. Where improvements and / or adjustments to the existing systems are necessary to facilitate this development, it will be the owner's responsibility to provide the necessary works, including outlet improvements, as required.
- 12.2 The owner will be responsible for the preparation of a Stormwater Management Study that will recommend the means by which the stormwater, within and external to the site, should be accommodated.

- 12.3 The owner will be responsible for carrying out the recommendations without limiting the general or specific requirements of the above referenced Stormwater Management Report. The owner will provide appropriate erosion and sediment control, within the development areas, to protect applicable watercourses from the impact of runoff from the development. The owner will maintain the erosion and sediment control facility in an acceptable fashion complete with safety devices, if required.
- 12.4 The owner will provide storm sewers, suitably designed and of sufficient depth, to provide for the proper drainage of the lands, within and external to the subdivision, and discharged to drainage outlets as directed.
- 12.5 The storm sewer system, within the development, will be located mainly within the road allowances, and in other easements and alignments, as required.
- 12.6 The owner shall provide maintenance holes at the extremities of all sewers. In addition, connections to the storm sewer are to be made preferably at maintenance holes, to the satisfaction of the Development Services Department.
- 12.7 The owner is to provide a safety grate, at the inflow and outflow of all culverts, in the proposed development.
- 12.8 Before final approval and registration of the plan, the owner or his agents will submit an Erosion and Sediment Control Plan, prepared to the satisfaction of the City of Barrie and the LSRCA. This plan will detail the means by which erosion and sediment, and their effects, will be reduced during and after the construction period. The installation of appropriate sediment and erosion control measures must be in place before commencing any works on the site.

13 Sanitary

- 13.1 The owner will be responsible for providing all sanitary sewage facilities to accommodate sanitary sewage flows, within and external, to the subject lands.
- 13.2 The owner will provide a 250 mm minimum diameter polyvinyl-chloride pipe or acceptable alternative, with maintenance holes provided along and at the extremities, to be placed mainly along the centre lines of all road allowances of sufficient depth and suitable slope to serve every lot within the subdivision and accommodate land tributary to the areas as determined by the Development Services Department and designed to discharge to a sufficient outlet.
- 13.3 The owner will provide one (1) sanitary sewer service lateral of 200 mm minimum diameter to approximately the centreline of each lot or dwelling unit, to a point 2.0 metres beyond the limit of the road allowance.

14 Watermains

- 14.1 The owner acknowledges and agrees that the proposed development must be serviced from the municipal water distribution system.
- 14.2 The owner agrees that in order to provide proper and reliable water distribution systems within the development, reasonable looping of these systems shall be provided to the satisfaction of the Development Services Department.
- 14.3 The owner will provide 150 mm minimum diameter watermains of Class CL52 Ductile Iron or PVC Class 150 (DR18) with properly spaced hydrants and valves, to be placed mainly within the boulevards of all road allowances of sufficient depth and size to serve every lot within this subdivision. However, cul-de-sacs, unless otherwise directed, shall be serviced from a 50 mm diameter Type "K", third party (W.H.), soft copper waterline as per W513.

- 14.4 The owner acknowledges and agrees that the minimum diameter pipe size for the water distribution system, to be installed to the subject Plan of Subdivision, shall meet or exceed the pipe sizes recommended in the Master Servicing Plan. Also, these watermains shall be of sufficient size to provide the maximum day usage plus maintain the minimum fire flows, as stated in the City of Barrie's most recent Water Distribution Specifications.
- 14.5 The owner will provide one (1) fire service lateral of 150mm minimum diameter and one (1) water service lateral of 50 mm minimum diameter to the limit of the road allowance of each lot, to a separation of 2.5 metres from the sanitary sewer service lateral and located as to avoid driveway entranceways.
- 14.6 The owner acknowledges and agrees that no connection to the municipal water systems will be permitted prior to registration of the City of Barrie's Subdivider's Agreement.
- 14.7 The owner acknowledges and agrees that written approval from the Development Services Department, for materials required, shall be obtained prior to commencing with the installation of the water distribution systems.
- 14.8 The owner agrees to relocate, support, or modify, at his own expense, any existing utility service facilities as may be necessary, by reason of the work as required by the Plan of Subdivision.
- 14.9 A minimum residual pressure of 275 Kpa (40 psi) shall be provided in all sections of the water distribution system under conditions of peak hour demand when no fire flow allowance is made.
- 14.10 The owner will be responsible for the preparation of a water distribution analysis report that will recommend the means by which the water distribution system, within and external to the site, should be facilitated.

15 Parkland Conditions

- 15.1 The owner shall provide to the City of Barrie, a cost estimate and work schedule for the completion of the departmental requirements with a 100% Letter of Credit for such works.
- 15.2 The owner will have a detailed inventory prepared of all existing trees, an individual list of dead / diseased or dying trees, an assessment of significant trees that will be preserved, and the proposed methods of tree preservation as applicable to the satisfaction of the Development Services Department.
- 15.3 The owner will not remove, damage, or cause harm to any trees which have been identified to be preserved without the prior written approval by the Parks Planning Branch of the Development Services Department.
- 15.4 The owner will implement a maintenance schedule for all trees identified as hazardous, diseased, dead, or dying, prior to the construction of homes within the limit of the development. The owner will prune, cut down, and remove from the lands in the plan, all hazardous, diseased, and dead trees, upon receipt of written notice from the Development Services Department. The maintenance requirements for all trees within the limit of the development identified shall remain in effect until the final Acceptance of Works and the end of the Guaranteed Maintenance Period.
- 15.5 The owner will ensure that a minimum table land of no less than 5.0 metres be provided between the municipally approved limit of preservation and any building envelope in accordance with BSD-1235.
- 15.6 The owner is responsible for engaging the service of a qualified Landscape Architect to prepare a complete set of working drawings, details, specifications and cost estimates for the boulevard streetscape, storm water management and planting prior to registration. The drawing package shall include, but not be limited to boulevard street tree planting, root barriers for boulevard trees,

- fencing, storm water pond planting, plant lists, notes, details and cost estimates to the satisfaction of the Development Services Department.
- 15.7 The owner is responsible for retaining the services of a qualified Landscape Architect to manage and implement all landscape / streetscape related items including, but not limited to construction / site supervision, reporting, fencing, boulevard planting layout, planting, root barrier installation (sidewalks and driveways), boulevard inspections, pond planting, resident complaints, liaison with the City of Barrie, preservation inspections, assumption inspections, Letter of Credit release, inspections for acceptance and inspections for the end of the Guaranteed Maintenance Period. The Landscape Architect is required to maintain inspection logs of all field / site visits and inspections through to the end of general maintenance.
- 15.8 The Owner agrees to install trees and/or shrubs within the rights-of-way of all streets, open space blocks, stormwater management facilities and valley lands to be dedicated to the Municipality, and/or individual lots or blocks in accordance with the approved Landscape Plans prepared by the Landscape Architect, as shown in Schedule "C" to this Agreement.
- 15.9 The owner agrees, at assumption, to provide a "digital file" consisting of all constructed / installed subdivision landscape, SWMF and streetscape elements. The digital data must be compatible with the City of Barrie Standards.
- 15.10 All vegetation including pond planting, naturalization planting, buffer planting and street trees shall be guaranteed for a minimum of two (2) years. Note: Depending on time of installation, the warranty period may have to extend past the end of the Guaranteed Maintenance Period.
- 15.11 For the purpose of inspections for the release of securities, endorsement of Assumption or the End of General Maintenance Period the owner agrees that for the purpose of vegetation health assessment; inspections must be completed between the period of spring leaf flush and September 15th of any given year. Staff will commit to ensuring that the required follow up inspections are completed by October 1st of any given year for this purpose. Inspections that are completed outside of this defined window will not be accepted or considered valid. In addition, vegetation health assessments are only valid for the year in which they were performed, reviewed, and accepted by staff.
- 15.12 The owner agrees that the Engineering Consultant and the Landscape Architectural Consultant will work jointly to ensure that lot servicing is designed to accommodate the placement of boulevard trees wherever possible. This includes but is not limited to the strategic placement of water and sanitary services, grouping of elements such as streetlights and transformers within the boulevard, placement of utility services and Canada Post boxes to the satisfaction of the Development Services Department.
- 15.13 The owner will be responsible for the incorporation of the following clauses in the purchase and sale / lease agreement:

"Purchasers are advised that lots abutting Environmentally Protected (EP) Lands referred to as Block 27. Purchasers are advised that a 1.52 metre (5 foot) high galvanized chain link fence (BSD-1210) will be installed on the Municipality's side of the property line along the perimeter of the EP adjacent to industrial lots. Any person altering the fence, including the installation of gates or dumping debris including yard waste into the EP lands is subject to prosecution. In addition to any fine that may be imposed, the Owner/Applicant will be required to reinstate the fence and/or clean up debris to the satisfaction of the Executive Director of Development Services."

16 Fencing

- 16.1 The Owner is responsible for ensuring that no gates shall be constructed within any City of Barrie required fencing for the development. In the event that gates are installed by any individual, the Owner shall be required to restore the fencing to City of Barrie Standards effective until the end of the Guaranteed Maintenance Period to the satisfaction of the Development Services Department.

17 Sidewalks

- 17.1 As per OPSD requirements, the owner will provide concrete sidewalks throughout the development according to the approved engineering drawings.

18 Driveway Locations

- 18.1 The owner will be responsible for including on all "Lot Development Plans", the locations of utility apparatus (water service box, electrical vaults, streetlights, and pedestals) to avoid conflicts with the proposed driveway entrances. In that regard, the owner is to ensure that they generally site the driveway entrances on the opposite side of all utility apparatus.

19 Street Lighting

- 19.1 The owner will ensure, wherever possible, that a streetlight is located at the end of all walkways where they abut the municipal roadway.
- 19.2 The owner shall place with the City of Barrie Finance Department a \$12,000.00 cash deposit to cover the cost of electric power to supply all streetlights within this development, or each phase of development, from the date Alectra energizes such facilities, and sixty percent (60%) of the lots or units are occupied. Upon meeting this condition, the owner shall request in writing that the Development Services Department release them from any further obligation for electrical costs, and that the balance of their cash deposit for electric power be refunded.
- 19.3 Should the electrical costs be greater than the sum deposited, the owner shall be invoiced for the difference. Any outstanding invoices must be paid prior to acceptance of the development and subsequent Letter of Credit reductions.

20 Lot Grading

- 20.1 The owner will prepare a "General Lot Grading Plan", as part of the Engineering drawings, which will be reviewed by the Development Services Department.
- 20.2 The owner will prepare "Lot Development Plans", as outlined in the Lot Grading and Drainage Control Procedures, to the satisfaction of the Building Services Department.
- 20.3 Prior to registration, the owner is required to obtain written approval from adjacent landowners (outside of the plan) if the proposed grading affects the adjacent property.
- 20.4 The owner will be responsible for the incorporation of the following clause(s) in the purchase and sale / lease agreement:

"Purchasers are advised that no fences, trees and other landscaping features may be installed on the lot, other than those approved by the Municipality, until a final lot grading certificate has been received by and approved by the Municipality in accordance with the requirements of the Subdivision Agreement."

"Purchasers are advised that the Municipality has reserved the right to amend the provisions and details of the lot grading plans filed with the Agreement and that such amendments may result in alterations to features in said plans or the

additions of other features, including, but not limited to, retaining walls. Owners are advised to consult with the Municipality to ascertain the particulars of any amended grading for any individual lot or lots and are cautioned not to rely solely upon the provisions and details contained in the lot grading plans filed with the Agreement.”

21 Emergency Measures

- 21.1 Whenever the construction site is unattended by a representative of the owner's Consulting Engineer, the name, address, and telephone number, of a representative of the owner, will be given to the Development Services Department. This representative will be available on a continuous basis and will have the necessary authority to mobilize workers and machinery, and to take any action as directed by the Development Services Department, in case of emergency or requirement for maintenance that was caused by the owner's negligence, act of God, or any cause whatsoever.
- 21.2 Should the owner be unable to carry out the immediate remedial measures required, the City of Barrie will carry out the necessary remedial measures, the costs of which will be charged to the owner, in accordance with the provisions of the Subdivider's Agreement.

22 Private Wells

- 22.1 The owner shall be responsible for the identification and abandonment of all existing wells on site, as per the Ontario Water Resources Act Reg. 903, s.21. Copies of the water well record, detailing the procedures of the well abandonment and well location, must be submitted to the Ministry of the Environment and the City of Barrie prior to any development works proceeding on the site.

23 Environmental

- 23.1 If a study encompassing the development lands has not already been performed, the owner will retain the services of a Professional Hydrogeological Engineer who must be approved in writing, by the Development Services Department. The owner must complete a Hydrogeological study by the said Professional Hydrogeological Engineer, to the satisfaction of the Development Services Department. Without limiting the generality of the foregoing, the study will include a survey of all water supply systems within three hundred metres (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 Development Services Department 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 Development Services Department. This report should be conclusive with provisions and recommendations on servicing within the noted recharge area.

24 Erosion Control

- 24.1 Before any site alteration within the subject property, the owner or his agents will make application for a Site Alteration Permit as described within By-law 2014-100. Prior to commencement of any works within the site, all requirements, obligations, and control measures as described within By-law 2014-100 will be undertaken and in place to the satisfaction of the Development Services Department and to the appropriate conservation authority in those areas which are under their jurisdictions. Further, it will be the owner's responsibility, through their Professional Consultant, to maintain said works for the duration of this subject development.

25 Conveyance in Title and Easements

- 25.1 The owner shall convey all lands and grant all easements to the City of Barrie, as identified in Schedule "P" of the Subdivider's Agreement. – Schedule P needs to be reviewed as not included.

- 25.2 The owner will, upon the request of the City of Barrie and until the formal acceptance of City of Barrie services, convey easements at the rear of any lots and any other locations where required for the installation and maintenance of services, all at the expense of the owner, including all costs of acquisition. Where any lot has been subsequently conveyed and the owner is unable to obtain such conveyance of easements, the City of Barrie will expropriate such easements as may be necessary, in its sole and unfettered discretion, and the owner will bear the cost of such expropriation, in total, and will enter into a further agreement with the City of Barrie to secure such costs.
- 25.3 The owner agrees that all external easements required for this development will be in place before the registration of the Subdivider's Agreement.

26 Horizontal Control

- 26.1 All property surveys required through Plans of Subdivisions must be tied into the Ontario Horizontal Control Survey Network (Cosine) in accordance with Ontario Specifications and Guidelines, and Regulations under The Surveys Act (OS 79). In that regard, the owner agrees that an Ontario Land Surveyor will provide, to the City of Barrie, the Registered Plan of Subdivision, and all other associated plans in digital form referred to Horizontal Control Survey UTM (Zone 17) NAD83. Prior to final acceptance of the registered plan, the owner's surveyor shall submit to the Development Services Department a report containing a summary of the field traverse, adjustment method, closure report, and a summary of the rationale used to derive the boundary coordinates. The owner's surveyor shall provide to the City of Barrie a signed certificate that this submission to the City of Barrie complies with the specification set out. The required report will be digitally filed on a CD / DVD and shall also be included within the report and must meet the current City of Barrie Integrated Control Survey Specifications.
- 26.2 Prior to the assumption of the subdivision, the owner's surveyor shall establish a network of second order horizontal control monuments, as set out in "Ontario Specifications for Horizontal Control Surveys (OS 79)", as well as a network of vertical control benchmarks, as set out in "Ontario Specifications for Vertical Control Surveys (OS 79)".
- 26.3 The same monument may be used as both a horizontal and vertical control monument / benchmark.

- 26.4 The horizontal control monuments, and the vertical control benchmarks, shall be established at approved locations to the satisfaction of the Development Services Department, using the following criteria:
- a) Two (2) horizontal control monuments and two (2) vertical control benchmarks for the first ten hectares (10 ha) (or less) subdivided by the plan, and one (1) additional horizontal control monument and vertical control benchmark for every additional ten hectares (10 ha) (or less) subdivided by the plan;
 - b) In addition, every existing horizontal control monument and vertical control benchmark destroyed during subdivision or site plan construction must be replaced;
 - c) The new horizontal control monuments and vertical control benchmarks (including replacements) shall be installed by one of the following methods:
 - i. Make a cash contribution to City of Barrie's Finance Department at a rate of \$1,943.86 per horizontal control monument or vertical control benchmark, a rate of \$3,887.73 per combined horizontal / vertical control monument and the City of Barrie will install the monuments and ensure acceptance by the Ministry of Natural Resources into their Cosine Database.
- OR
- ii. A certificate by an Ontario Land Surveyor be provided stating that the horizontal control monuments and vertical control benchmarks were installed as set out by the "Ontario Specifications for Horizontal Control Surveys (OS 79)" and the "Ontario Specifications for Vertical Control Surveys (OS 79)" respectively, and confirmation from the Ministry of Natural Resources that the horizontal control monuments and vertical control benchmarks have been accepted into their Cosine Database.
- d) The horizontal control monument shall be a round iron bar (0.025 m x 1.22 m) with brass cap or any monument approved by the "Ontario Specifications for Horizontal Control Surveys (OS 79)".

- 26.5 The owner agrees to provide a "digital file" of the subdivision services, to the satisfaction of the Development Services Department, consisting of all "as-constructed" works, including pavement widths and grades, curb types, sidewalks, location of all municipal services, utilities, etc. The digital data must be compatible with the City of Barrie's standards and must be tied to the horizontal and vertical control network (Cosine).

27 Professional Consultant Certification

- 27.1 The owner is required to confirm in writing to the Development Services Department, that a Professional Consultant has been retained to carry out full-time resident inspection of the works. The owner will require the Professional Consultant to certify that the works were installed in accordance with the approved drawings and specifications, and the City of Barrie's Standards applicable to the works, and in compliance with the Subdivider's Agreement and these Engineering Conditions.

28 Final Assumption

- 28.1 Prior to final assumption, the owner will be required to provide the following (if applicable):
- a) Letter of Application for final assumption addressing the following;

- b) A pre-assumption inspection with the Development Services Field Coordinator and Parks Planning sections must be completed identifying any and all deficiencies (Letter of Application must reference inspection date and attendance);
- c) "Subdivision Assumption Departmental Signoff" signed by the Development Services Field Coordinator on behalf of the Development Services Department, Environmental Services Department, Corporate Asset Management, Facilities and Transit and the Building and By-law Services Department;
- d) Acceptance letter from Alectra;
- e) List of outstanding work and associated cost estimates;
- f) Documents that support compliance with the Construction Lien Act which would include publication certificates from the Daily Commercial News, clearance certificates from the Workplace Safety Insurance Board and statutory declarations from the owner and general contractor advising that all amounts owing to the contractor / subcontractor have been paid;
- g) Letter of Credit reduction request letter and supporting spreadsheet;
- h) Civil Engineers' certification that all works have been completed and are in compliance with the approved plans;
- i) Landscape Architects' certification that all works have been completed and are in compliance with the approved plans;
- j) Letter of Acceptance from the Approvals - Parks Branch of the Development Services Department (Landscape Architectural Planner);
- k) Electrical Engineers' certification that all street lighting works have been completed and are in compliance with the approved plans;
- l) "As-Recorded" engineering drawings (See City of Barrie Standards for Engineering Records Submission Form and required documents);
- m) Fulfill requirements of the "Assumption Protocol for Storm Sewers and SWM Ponds" as set out in the City of Barrie's Stormwater Infrastructure Design Standard;
- n) An assumption plan (letter size) of the development including internal and surrounding street names, lot numbers and block numbers;
- o) Certification Letter from an Ontario Land Surveyor (complete with drawing) confirming that all standard iron bars have been replaced, reset, found and or verified; and
- p) Final inspection video of both the storm and sanitary sewer.

Prepared by: *Larry Klein*
Larry Klein (May 16, 2024 15:15 EDT)
L. Klein, Civil Engineering Technologist
Senior Development Services Technologist

Reviewed by: *Barb Perreault*
Barb Perreault (May 16, 2024 15:17 EDT)
B. Perreault, C.E.T.
Manager of Approvals

Approved by: *Nichelle Banfield*
M. Banfield, RPP
Executive Director of Development Services