

CITY OF BARRIE

DRAFT PLAN OF SUBDIVISION CONDITIONS

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

2303757 Ontario Inc. (“Owner”)

DRAFT APPROVED: December 28, 2017

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 shall prepare the Final Plan of Subdivision on the basis of the approved Draft Plan of Subdivision, prepared by Jones Consulting Group Limited, identified as Drawing Name: CAM-14120-DP-1.dwg dated February 1, 2017, which illustrates 43 single detached residential lots, 14 street townhouses, 8 partial future lots, open space, four public roadways, and blocks for environmental protection and access, stormwater management, road widenings and reserves.
2. That Block 56 (25.0m Rail Berm) be eliminated by extending Blocks 44, 45, 46, 47, and 48 to be adjacent to Street ‘E’ and the Metrolinx / GO Rail Line.
3. 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;
 - d. The foregoing documentation will also be provided to North American Park Place Corporation

The foregoing requirements will cease once the Harvie Road overpass has been constructed and is open to public use.

Standard Conditions

4. Prior to final approval, the City is to be advised in writing by each department or applicable agency how each of their conditions has been satisfied.
5. 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.

-
6. That the Owner shall agree to convey to the City of Barrie, at no expense and free of encumbrances, all:
 - e. Stormwater Management Facilities (Block 58)
 - f. Environmental Protection areas (Block 57)
 - g. Open Space areas (Block 55); and
 - h. Any easements required for storm water drainage purposes.
 7. 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.
 8. 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.
 9. The Owner shall acknowledge and agree that the road allowances included in this draft plan will be named to the satisfaction of the City.
 10. 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, the LSRCA, and any other applicable agency.
 11. 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.
 12. The Owner shall agree in the Subdivision Agreement, in wording acceptable to the City, the LSRCA, and any other applicable agencies, 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.
 13. The Subdivision Agreement shall be registered on title at the Owner's expense.
 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 is required to complete a Trails Impact Study to the satisfaction of the City of Barrie. The development of any trails will also include provisions for accommodating trail heads, signage, crossing points (bridges/boardwalks) and trail construction as part of the development within the Natural Heritage System.
18. The Owner will be required at his cost and as a condition of the Subdivision Agreement to install buffer planting to screen the entrance fencing for any stormwater pond access areas should fencing be required.
19. That the Owner is required to ensure that 100% of the required park works, including village squares, neighbourhood parks and all other designated park blocks, located within any phase of the subdivision proceeding to registration, will be completed within one (1) year from the issuance of the first building permit within that phase for the purpose of the park development. These works will include, but not be limited to, playground structure, walkways, gazebo, servicing, lighting, sodding, signage, planting, fencing and furnishings. All trails are to be designed and constructed by the Developer for acceptance by the City prior to assumption of the subdivision.
20. The Owner will be required at his cost and as a condition of the Subdivision Agreement to install a galvanized 1.5m high chain link fence (BSD 21) where residential lots and/or block(s) abut lands identified as Open Space and/or Natural Heritage System to the satisfaction of the Director of Engineering.
21. 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.
22. 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.
23. That the Owner agrees in the subdivision agreement, to undertake tree preservation and maintenance measures and to remove all dead, damaged and diseased trees within the plan of subdivision to the satisfaction of the Director of Engineering.
24. 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.
25. 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.
26. 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.

27. 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.
28. That the Owner is required at their cost prior to final approval of the plan to engage the services of a qualified Landscape Architect to prepare a comprehensive set of landscape naturalization working drawings and specifications for emergent, shoreline/wet meadow, upland planting and the areas of impact within the proposed outfall into the defined environmentally protected lands and the areas of impact within the proposed areas to the satisfaction of the Director of Engineering.
29. 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.
30. That the owner/applicant provide a letter of clearance pertaining to the *Endangered Species Act* that demonstrates that the site is clear of any flora or fauna identified under the Act. The letter must be received prior to the commencement of any site works and as a condition of registration. In the event the site contains any endangered species, it is the responsibility of the owner/applicant to contact both the City of Barrie and the Ministry of Natural Resources and Forestry and to take appropriate action.

Engineering

Special Conditions

31. 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, the Multi Modal Active Transportation Master Plan (MMATMP) and the Memorandum of Understanding between the City of Barrie and the Hewitt's Secondary Plan Owners Group.
32. The development of the subject land is dependent on the development of the adjacent land to the north (Hewitt's Gate Subdivision – Phase 1 Development) as it relates to servicing, stormwater management and roadway access via Maplevue Drive East, and secondary roadway access. It should also be noted that the development of the subject land will be dependent on the construction of external sanitary sewers (local and trunk) on Maplevue Drive East and northerly adjacent to Hewitt's Creek.
33. As 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.
34. The owner shall convey to the City of Barrie all ravine lands associated with Hewitt's Creek. At minimum, this will include the delineated regional flood limit, registered top of bank limit, any long term stable slope limit or toe erosion allowance limits, natural heritage systems and inclusive of any necessary buffers/emergency access strips. In this regard, the owner is to provide confirmation prior to registration that the final boundaries for the Environmentally Protected (E.P.) lands that include the above parameters have been established and approved by the appropriate authorities.
35. 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.

36. In accordance with City of Barrie standards and guidelines, the owner shall dedicate a 3 x 5 m daylighting triangle dedication at the intersection of street D and street F, and a 3 x 3 m daylighting triangle on all local streets intersecting other local streets.
37. According to Amendment No. 39 to the City of Barrie's Official Plan (Schedule 9D-2) and Multi Modal Active Transportation Master Plan, street D shall be classified as a minor collector with a road allowance width of 24 m to support two (2) vehicular lanes, one (1) parking lane and two (2) bicycle lanes.
38. In order to control access, a 0.3 m reserve will be required within the right-of-way along the southern limits of street F as it abuts the adjacent lands to the south.
39. Prior to registration of the plan, the Owner is responsible to provide a revised FSR. This report shall be to the satisfaction of the Engineering Department and must address comments provided in the Engineering Departments. Further, the Owner will be responsible to apply and seek approval of any required redlined revision to the draft plan that may be necessary in support of the revised FSR.
40. A geotechnical investigation shall be provided in support of the FSR. This investigation shall address ground water levels as they relate to servicing, stormwater management facilities and building foundations (underside of footing must be 0.5 m above the seasonal high groundwater table), and address soils as they relate to any potential "Low Impact Development" initiatives. Approval of the plan is subject to the findings of this investigation.
41. 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) for the development of Block 58 as a stormwater management facility. If it is determined that this stormwater management Block is not sufficient in size to facilitate the quantity/quality design standards of the day, development shall not proceed until storm drainage for this land can be accommodated. Any future increase in size of these Blocks will result in the loss of developable lands and not the adjacent EP lands.
42. The owner will be responsible for obtaining the necessary approvals from any other applicable agencies with respect to its concerns.

Traffic

43. The Owner shall agree to provide traffic calming on Street D. Permanent traffic calming measures can be identified in the Canadian Guide to Neighbourhood Traffic Calming.
44. Staff will be prohibiting on-street parking to 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.
45. 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.
46. The Owner shall be required, prior to the registration of the plan, to demonstrate that "T" intersections and local roadway bends less than 90 degrees are acceptable, to the satisfaction of the Director of Engineering.

-
47. The Owner shall provide a drawing that demonstrates that driveway conflicts will not occur in these locations at roadway bends (pie shaped lots with minimal frontage) to the satisfaction of the Director of Engineering.
 48. 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 Pedestrian Circulation Plan to the satisfaction of the Director of Engineering.
 49. The Master Transportation Impact Study completed by LEA Consulting Ltd. must be updated/amended to the satisfaction of the City.

Standard

50. The Owner shall be required to submit a Traffic Calming Management Plan to the satisfaction of the Director of Engineering.
51. The Owner agree and understand that 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.
52. The Owner shall discharge any, and all, applicable City of Barrie Act or Local Improvement Charges associated with the subject property.
53. 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.
54. 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 at no expense and free and clear of any encumbrances.
55. 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.
56. The Owner will undertake or adhere to sufficient master engineering studies, including environmental investigations, hydrological studies, noise studies, traffic impact studies, and soil studies, etc. to determine the conditions under which development should be permitted, and will be fully responsible for the provisions of all works and services required to support the proposed uses in accordance with current City of Barrie development standards and policies to the satisfaction of the City.
57. 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.
58. 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.
59. The Owner 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.

-
60. 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 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.
 61. 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.
 62. 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.
 63. Prior to final approval and any site alteration or grading, the following plans and reports must be prepared in accordance with existing Master Studies and submitted to the satisfaction of the City and any other applicable agencies:
 - a) A detailed Stormwater Management Report, including water balance analysis;
 - b) Detailed Erosion and Sedimentation Control Plans;
 - c) Detailed Grading and Drainage Plans; and,
 - d) A detailed Geotechnical Report for the stormwater management facilities which also addresses if hazardous soils are on site.
 64. Before any site alteration within the subject property, the owner and/or his agents will apply for a Site Alteration Permit as described within By-law 2014-100. Prior to the commencement of any works within the site, all requirements, obligations and control measures as described within By-law 2014-100 will be in place and undertaken to the satisfaction of the City of Barrie and to the appropriate conservation authority in those areas which are under their jurisdiction. Further, it will be the owner's responsibility through its professional consultant, to maintain the said works for the duration of the subject development.
 65. 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).
66. Should the Ministry of 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 this plan, development shall not proceed until the capacity issue can be resolved to the satisfaction of the Ministry of Environment and/or the City of Barrie.
67. 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).
68. The Owner shall agree in the Subdivision Agreement, in wording acceptable to the City and any other applicable agencies, 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.
69. The owner shall provide a 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.
70. The Owner shall provide a noise study and vibration 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.
71. 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.
72. 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.
73. The Owner shall be responsible for obtaining the necessary approvals from any other applicable agencies with respect to its concerns.

Legislative and Court Services

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

Fire

75. 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

76. Prior to final approval of the Plan for registration,
- a) the Owner shall provide a letter from the Trustee for the Hewitt's Landowner's Group to the City confirming that the Owner remains a party to the Hewitt's Landowner'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 of the Hewitt's Secondary Plan. 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.
77. 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.
78. Despite condition 77 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 of the Hewitt's Secondary Plan, for any infrastructure identified in the City's IIP, required for 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.
79. Despite condition 77 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 of the Hewitt's Secondary Plan, 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.
80. 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.
81. 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 76 and 77 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 78 and 79 above will apply to each phase of the Plan.

Lake Simcoe Region Conservation Authority (LSRCA)

82. That this approval is applicable to the Draft Plan of Subdivision prepared by Jones Consulting Group Limited, (February 1, 2017) and may be subject to redline revisions based on the detailed technical plans and studies.
83. 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 Pond; 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.
84. That prior to final plan approval, a detailed Hydrogeological Report shall be prepared to the satisfaction of the LSRCA and Town 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.
85. 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.
86. 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 (November 8, 2017).
87. 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.
88. 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.
89. 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.
90. That the owner shall agree in the Subdivision Agreement to grant any easements required for storm water management purposes to the City of Barrie.

-
91. 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*.
 92. 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.
 93. That prior to final plan approval, the owner shall obtain a permit from the LSRCA for any development within an area subject to Ontario Regulation 179/06 under the *Conservation Authorities Act*.
 94. 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.
 95. That prior to final plan approval or any major site alteration, a site specific feature-based water balance to assess the seasonal hydrological requirements of any hydrologically sensitive or dependent features and demonstrate that pre- to post-development conditions will be maintained shall be prepared to the satisfaction of the LSRCA.
 96. That prior to final plan approval or any major site alteration a restoration planting plan for the vegetation protection zone to natural heritage features shall be prepared to the satisfaction of the LSRCA.
 97. That prior to final plan approval and any major site alteration, a trails impact study shall be prepared to the satisfaction of the LSRCA.
 98. That the owner shall agree in the Subdivision Agreement to dedicate and transfer the environmentally significant areas located in Block 57 to the City of Barrie.
 99. 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 Consumers Gas

100. 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 all of the natural gas distribution system will be installed within the proposed municipal 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

101. The Owner agrees to include in all offers of purchase and sale of residential units a statement that advises prospective purchasers that public schools on designated sites in the community are not guaranteed. Pupils may be accommodated in temporary facilities and/or be directed to schools outside the area.
102. The Owner agrees to include in all offers of purchase and sale of residential units a statement that advises prospective purchasers that school buses will not enter culs-de-sac and that pick up points will not be located within the subdivision until major construction activity has been completed.
103. The Owner agrees to include in all offers of purchase and sale of residential units a statement that advises prospective purchasers that pedestrian access to school sites are not maintained in the winter.

Simcoe Muskoka Catholic District School Board

104. The Owner shall agree in the Subdivision Agreement, in wording acceptable to the Simcoe Muskoka Catholic District School Board to include the following clause in all Purchase and Sale or Lease Agreements:

“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.”

Metrolinx

105. The Owner is required to provide a 30 metre rail corridor setback (measured from the property line to building face) for residential development adjacent to GO rail corridors.
106. The Owner is required to provide a 2.5 metre high safety barrier for residential development, to be provided in conjunction with the setback.
107. The Owner is required to provide a 1.83 metre high chain link (or alternate material) fencing must be provided along the property line where direct access to the rail corridor is afforded.
108. The Owner shall submit a noise and vibration study, completed and/or updated to the satisfaction of the City of Barrie and Metrolinx, to address the potential impacts arising from the adjacent railway corridor. The recommendations of that study, including all required mitigation measures, are to be implemented to the satisfaction of the City and Metrolinx prior to occupancy of each phase of the development if the project is to be phased.
109. The following warning clause shall be inserted in all development agreements, offers to purchase and agreements of Purchase and Sale or Lease of each dwelling unit within 300 metres of the railway right-of-way:
 - a) Warning: Metrolinx, carrying on business as GO Transit, and its assigns and successors in interest are the owners of lands within 300 metres from the land which is the subject hereof. In addition to the current use of the lands owned by Metrolinx, there may be alterations to or expansions of the rail and other facilities on such lands in the future including the possibility that GO Transit or any railway assigns or successors as aforesaid may expand their operations, which expansion may affect the living environment of the residents in the vicinity, notwithstanding the inclusion of any noise and vibration attenuating measures in the design of the development and individual dwellings.

Metrolinx will not be responsible for any complaints or claims arising from use of such facilities and/or operations on, over or under its lands.

110. The Owner shall enter into an agreement with Metrolinx stipulating how applicable concerns will be addressed. The agreement will include an environmental easement for operational emissions, to be registered on title against the subject residential dwellings in favour of Metrolinx.
111. Any construction activity within or immediately adjacent to the rail corridor must be coordinated with AECOM Engineering; permits and flagging may be required depending on the nature of the proposed work.
112. The Owner shall satisfy Metrolinx in regards to any widenings identified through their ongoing Environmental Assessment in relation to Barrie Rail Corridor Expansion.

Bell Canada

113. 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).

InnPower

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

Ministry of Tourism, Culture and Sport

115. 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

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

Dec 7, 2017

Date

If there are no appeals, draft approval is deemed to have been made on **December 28, 2017**

Notes to Draft Plan Approval

1. The LSRCA will require the following prior to the issuance of a clearance letter:
 - a) A copy of the executed subdivision agreement.
 - b) A copy of the draft M-Plan.
 - c) 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.

