



PLANNING AND BUILDING SERVICES MEMORANDUM

TO: MAYOR J. LEHMAN AND MEMBERS OF COUNCIL **FILE: D12-437**

FROM: M. BANFIELD, RPP, DIRECTOR OF PLANNING AND BUILDING

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

M. PROWSE, CHIEF ADMINISTRATIVE OFFICER

RE: ISSUANCE OF CONDITIONS OF DRAFT PLAN APPROVAL
PHASE 1 - 124, 180, 228 MCKAY ROAD WEST – H&H CAPITAL GROUP LTD.
SALEM SECONDARY PLAN (WARD 7)

DATE: OCTOBER 28, 2019

OVERVIEW:

The purpose of this Memorandum is to advise members of Council that Planning Services has issued conditions of draft plan approval for H&H Capital Group Ltd. Phase 1 lands known municipally as 124, 180, and 228 McKay Road West, Barrie. This will allow for the construction of 327 single detached residential units, 359 townhouse units, one elementary school, one neighbourhood park, and one mixed use block that includes 100 high density residential units which will be home to approximately 2,152 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' – Conditions of Draft Plan Approval). They include:

- Affordable Housing: The requirement for second suite packages to be offered in some of the units within the subject development (condition 9).
- Traffic Calming: The requirement for a Traffic Calming measures to the satisfaction of the City of Barrie (condition 56).

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 2020, with the registration of the subdivision and subsequent construction in 2021.

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

APPENDIX 'A'

CONDITIONS OF DRAFT PLAN APPROVAL



Page 1 of 18

CITY OF BARRIE

DRAFT PLAN OF SUBDIVISION CONDITIONS

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

H&H Capital Group Ltd. ("Owner")

DRAFT APPROVED: August 8, 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 Salem 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 Salem Landowners' Group to the City confirming that the Owner remains a party to the Salem 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.

Planning

Special Conditions

- 8. That the Owner shall prepare the Final Plan of Subdivision on the basis of the approved Draft Plan of Subdivision, prepared by Innovative Planning Solutions Inc., identified as Revision 3 (dated April 25, 2019) of Draft Plan of Subdivision Part of Lots 4 & 5, Concession 10 (124, 180, & 228 McKay Road West) which illustrates 327 single detached residential lots, 357 street townhouses, 1 mixed use block, 1 neighbourhood park, 1 elementary school, 15 public roadways, and blocks for stormwater management, road widenings, and reserves.
- 9. 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.
- 10. 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.



11. That the Owner shall agree in the Subdivision Agreement that all development abutting arterial roadways shall be sited and massed toward the arterial roadway and enhanced architectural design/details shall be provided so as to ensure that the yard abutting the arterial road looks and/or function as a front yard.

Standard Conditions

12. 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.
13. 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.
14. That the Owner shall agree to convey to the City of Barrie, at no expense and free of encumbrances, all:
 - a) Stormwater Management Facilities and Drainage Blocks (Block 55);
 - b) Parkland areas (Block 53);
 - c) Future Road Blocks and Road Widening (Blocks 47, 48, and 49); and,
 - d) Any easements required for access, servicing, and storm water drainage purposes
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 municipal 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 of Barrie.
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 Subdivision Agreement shall be registered on title at the Owner's expense.
22. 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.

23. 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.

Development Approvals - Parks

24. The Owner is required to comply with the Parkland Dedication requirements under Master Parkland Agreement which shall take precedence over the Parkland Dedication requirements of Section 51.1 of the *Planning Act*.
25. That the Owner is required to ensure that 100% of the required park works, including but not limited to village squares, neighbourhood parks and all other designated Open Space 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.
26. 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.
27. 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.
28. 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.
29. 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.
30. 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.
31. 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.
32. The Owner is required at their cost and as a condition of the subdivision agreement, to install 'Chain Link Fence' as per BSD-1210 adjacent to any residential land or block which abuts any Open Space



Block, Natural Heritage System, Environmentally Protected and/or Park Block to the satisfaction of the Director of Engineering.

33. 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 plans including but not limited to Streetscape, Landscape, Storm Water Pond Planting, Fencing, Ecological Restoration, Park and Trail/Crossing working drawings and specifications to address all landscaping items for lands within the limits of the plan of subdivision prior to registration to the satisfaction of the Director of Engineering.
34. 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.
35. 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 of Barrie and the relevant Ministry and to take appropriate action.

Engineering

Special Conditions

36. Development of the subject lands shall be in accordance with the Salem Secondary Plan and associated Master Plans, the Subwatershed Impact Study Report (Salem Annexed Lands), the Multi Modal Active Transportation Master Plan (MMATMP) and the Memorandum of Understanding between the City of Barrie and the Hewitt's and Salem Secondary Plan Owners.
37. 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.
38. In accordance with Schedule 8E (Development Phases) within Amendment No. 38 to the City of Barrie Official Plan (Salem Secondary Plan), the subject lands and adjacent lands to the east and west 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 west to satisfy servicing needs. It should be noted that if this plan does not develop concurrently, the owner will be responsible to construct such services to facilitate the development of this property, which will include provision for external watermain looping and a stormwater management facility.
39. 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.
40. Registration of this plan will not be considered until all infrastructure necessary to support the development of this plan is constructed in accordance with the Master Plans and functioning to municipal standards.
41. The owner acknowledges and agrees that Redline Revisions to the Draft Plan may be necessary to address the potential need for municipal servicing blocks and easements, as may be determined through finalizing the FSR.

42. As per the "Salem & Hewitt's Secondary Plan Mid-Block Right of Way Plan", the owner will be responsible to dedicate to the City of Barrie a 10.5 m ROW widening along the McKay Road West frontage, east of Craydon Street (Street 'C') and 7.0 m west of Craydon Street (Street 'C'), and 7.0 m across the full frontage of Veteran's Drive.
43. Reid Drive (Street 'A') must align centerline to centerline with the portion of Reid Drive that was draft approved as part of the Watersand Residential draft plan of subdivision (D12-423).
44. Craydon Street (Street 'C') must align centerline to centerline with the continued portion that was draft approved as part of the Watersand Residential draft plan of subdivision (D12-423).
45. The owner shall dedicate daylighting triangles at all intersections in accordance with City of Barrie standards and guidelines.
46. 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.
47. The signalization and non-signalization of intersections within the development shall be confirmed through the Traffic Department.
48. In order to restrict access onto McKay Road West and Veteran's Drive, the City of Barrie will require a 0.3m reserve along the development's entire McKay Road West frontage, and a 0.3m reserve along the development's entire Veteran's drive frontage.
49. Provision shall be made for streetscape design and noise attenuation associated with the abutting arterial road (Veteran's Drive and McKay Road West), to the satisfaction of the City of Barrie.
50. A detailed geotechnical investigation shall be provided. This investigation shall address ground water levels as they relate to servicing, stormwater management facilities and building foundations (underside of basement floor must be 0.5m above the seasonal high groundwater table), and address soils as they relate to any potential "Low Impact Development" (LID) initiatives. Approval of the plan is subject to the findings of this investigation.
51. 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 the change in laneway rights-of-way from 8 metres to 12 metres. 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.
52. 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).
53. The owner will be responsible for the construction of Stormwater Management facilities Pond E2 and Pond F. The location of the Stormwater Management facilities was established through the Drainage and Stormwater Management Master Plan (AMEC 2013). Pond E2 is proposed to be located in Block 55 as indicated on the Draft Plan of Subdivision. Pond F is proposed to be located north of the subject development within the former Simcoe County Blauxham Lands.



54. The Owner will be responsible for the identification and decommissioning of any existing on-site wells and/or septic systems, all in accordance with the relevant Ontario Regulations. Copies of decommissioning records are to be provided to the City.

Traffic

55. Gladeside Trail ('Street G'), Craydon Street ('Street C'), and Dumont Street ('Street D') shall include dual sidewalks.
56. The Owner shall provide traffic calming on Reid Drive ('Street A'), Craydon Street ('Street C'), Exell Avenue ('Street H'), and Jenny Street ('Street L') to the satisfaction of the City of Barrie. Permanent traffic calming measures can be identified in the Canadian Guide to Neighbourhood Traffic Calming.
57. The Owner shall submit a Traffic Impact Study to the satisfaction of the City of Barrie, which will include an analysis of the Mapleview Drive corridor and review the requirement for any interim requirements for left turn and right turn lanes along McKay Road West and Veteran's Drive prior to any roadway improvements.
58. The Owner shall acknowledge that on-street parking will be prohibited on one side of all local roadways. The Owner is to ensure all reasonable efforts are taken maximize on-street parking spacing; this is to include driveway spacing and placement of fire hydrants.
59. 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.
60. The Owner shall acknowledge that Reid Drive (Street 'A') at McKay Road West will be full movement under a traffic signal control.
61. The Owner shall acknowledge that Craydon Street (Street 'C') and McKay Road West will be restricted movement by a median island in ultimate build out.
62. The Owner shall acknowledge that Exell Avenue (Street 'H') at Veteran's Drive and Jenny Street (Street 'L') at Veteran's Drive will be full movement under stop control.
63. 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 in accordance with the Multi-Modal Active Transportation Plan and the Transportation Design Manual to the satisfaction of the Director of Engineering.
64. The Owner shall use the City of Barrie specification and Barrie Standard Drawings (BSD) for streetlight poles and decorative fixtures. The Owner shall use light-emitting diode (LED) fixtures.
65. The Owner shall submit a photometric analysis for street lighting as per City of Barrie and RP8 standards to the satisfaction of the City of Barrie.
66. The Owner shall submit a streetlight wiring diagram for all new streetlight installations to the satisfaction of the City of Barrie.

Standard

67. The owner will be responsible for obtaining the necessary approvals from any other applicable agencies with respect to its concerns.
68. The Owner shall agree and understand that Future Park (Block 53), 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.
69. The Owner shall discharge any, and all, applicable *City of Barrie Act* or Local Improvement Charges associated with the subject property.
70. 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.
71. The Owner shall ensure that any dead ends and open side of road allowance that abut the exterior perimeter of this draft plan are terminated in 0.3 metre reserves and shall agree to convey those reserves to the City of Barrie at no expense and free and clear of any encumbrances.
72. The Owner will undertake or adhere to sufficient master engineering studies, including environmental investigations, hydrological studies, hydrogeological 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 development standards and policies to the satisfaction of the City.
73. 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.
74. 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.
75. The Owner will be responsible for the identification and decommissioning of any existing on-site wells and/or septic systems, all in accordance with the Ministry of Environment, Conservation, and Parks Regulations. Copies of decommissioning records are to be provided to the City.
76. 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. A special provision must be implemented when outletting storm drainage into any environmentally sensitive areas.
77. That the Owner shall:
 - a) Retain the services of a registered professional geoscientist or exempt 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 in accordance with the Terms of Reference of the day to the satisfaction of the City; and,
 - b) Implement all recommendations and execute the monitoring and/or contingency plans identified in the hydrogeological study. Further, the Owner will be responsible for providing the interim and permanent restoration of the water supply systems to the satisfaction of the City if they are impacted.



78. The owner will be responsible for complying with, and satisfying, all applicable policies and requirements of approval from the Ministry of the Environment, Conservation and Parks, Ministry of Natural Resources, Nottawasaga Valley Conservation Authority (NVCA), Lake Simcoe Region Conservation Authority (LSRCA) and the City of Barrie, all in accordance with current City development standards and policies.
79. The Owner shall agree to convey any blocks and/or easements required for the provisions of pedestrian connections, utilities, municipal sanitary and water service, and stormwater management to the City and/or appropriate authority.
80. The Owner shall agree that for undeveloped lots which have an overall gradient of 15% or greater, the Owner will be required to prepare special lot grading plans that will identify areas of significant grade and excessive potential tree loss but maintain an overall drainage scheme, in accordance with the City of Barrie's lot grading policies and guidelines.
81. The Owner is advised that draft approval does not in itself constitute a commitment by the City of Barrie or the Ministry of Environment, Conservation and Parks 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.
82. Should the Ministry of the Environment, Conservation and Parks and/or the City of Barrie at any time conclude that the City of Barrie does not have sufficient water reserve capacity to adequately service the Salem's Secondary Plan, development shall not proceed until the capacity issue can be resolved to the satisfaction of the Ministry of the Environment, Conservation and Parks and/or the City of Barrie.
83. 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:
 - c) A detailed Stormwater Management Report, including water balance analysis;
 - d) Detailed Erosion and Sedimentation Control Plans;
 - e) Detailed Grading and Drainage Plans; and,
 - f) A detailed Geotechnical Report for the stormwater management facilities which also addresses if hazardous soils are on site.
84. Prior to any site alteration or grading, proper erosion and sediment control measures must be in place in accordance with the approved Grading and Drainage Plan and Erosion and Sediment Control Plans, either as part of a Site Alteration Permit, or included in the detailed engineering plan approvals, to the satisfaction of the City.
85. The Owner shall obtain a Site Alteration Permit, as described within By-law 2014-100 prior to the commencement of any works within the site. All requirements, obligations, and control measures as described within By-law 2014-100, will be in place and undertaken to the satisfaction of the City NVCA and LSRCA in accordance with City policy. The Owner shall be responsible, through its Professional Consultant, to maintain the said works for the duration of the subject development.



86. The owner shall provide the City of Barrie with the registered plan of subdivision and all other associated plans referred to in Horizontal Control Surveys UTM (Zone 17) NAD83. They are to be supplied in both hard copy and digital format.
87. The Owner shall agree that should dewatering be necessary, a Discharge Agreement must be approved by Environmental Services prior to any discharge (as per Sewer Use By-law 2012-172 as amended).
88. 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).
89. The Owner shall provide a noise study, completed by an experienced acoustical engineer, and shall undertake any measures required to comply with the Ministry of the Environment, Conservation and Parks and the City of Barrie.
90. 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, but are not limited to: redirection of the stormwater roof leaders to road, soak away pits, and rear yard infiltration galleries.
91. The Owner shall agree that should any bulk fuel (including back-up generators) or chemicals be proposed on-site a spills management plan and secondary containment plan is required to be in place prior to construction.
92. 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.

Legislative and Court Services

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

Fire

94. 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)

95. That this approval is applicable to the Draft Plan of Subdivision prepared by IPS Consulting Revision 3 (dated April 25, 2019) and may be subject to redline revisions based on the detailed technical plans and studies.
96. That prior to final plan approval and any major site alteration, the following shall be prepared to the satisfaction of the LSRCA and City:
 - 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;

- b) A detailed erosion and sediment control plan;
 - c) A detailed grading and drainage plan;
 - d) A detailed water balance and Phosphorus Budget in concert with 4.8-DP of the Lake Simcoe Protection Plan;
97. That prior to final approval, the following shall be undertaken to the satisfaction of the LSRCA, in accordance with the Phosphorus Offsetting Policy:
- a) Phosphorus budget
 - b) Compensatory measures if required
98. 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.
99. 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.
100. 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.
101. That the owner shall agree in the Subdivision Agreement to grant any easements required for storm water management purposes to the City.
102. 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*.
103. 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.
104. That prior to final approval the provisions of the *Endangered Species Act* shall be addressed to the satisfaction of the Ministry of the Environment, Conservation and Parks.
105. The Owner shall agree in the Subdivision Agreement to indemnify and save harmless the municipality and the LSRCA from all costs, losses, damages, judgements, 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.

Nottawasaga Valley Conservation Authority (NVCA)

106. That prior to final approval the following shall be prepared to the satisfaction of the Nottawasaga Valley Conservation Authority and City of Barrie:
- a) A detailed Stormwater Management Report including water balance analysis;



- b) A detailed Erosion Control Plan;
 - c) A detailed Grading Plan;
 - d) A detailed Geotechnical Report for the storm water facilities which also addresses the hazardous soils on-site;
 - e) A detailed landscaping plan(s) for the storm water management facilities;
 - f) A detailed restoration/enhancement plan for the Thornton Creek Corridor designed to reflect the altered hydrology of the cut/fill area; and for the portion of Woodland W-B abutting Phase 1;
 - g) A detailed delineation of the Regulatory Floodplain.
107. That the draft plan be revised in order to meet the requirements of the above condition including providing for a larger stormwater pond block (if necessary) to the satisfaction of the Nottawasaga Valley Conservation Authority and the City of Barrie.
108. That the owner shall agree in the Subdivision Agreement, in wording acceptable to the Nottawasaga Valley Conservation Authority, to carry out or cause to be carried out the recommendations and measures contained within the plans and reports set out above.
109. That the owner shall agree in the Subdivision Agreement, in wording acceptable to the Nottawasaga Valley Conservation Authority, to ensure that all sediment and erosion control measures will be in place prior to any site alteration. The agreement must also contain a provision stating that all major stormwater management facilities must be in place prior to the construction of impervious areas such as roads and buildings.
110. That the owner shall agree in the Subdivision Agreement to engage a qualified professional to certify in writing that the works were constructed in accordance with the plans, reports and specifications, as approved by the Nottawasaga Valley Conservation Authority.
111. That the stormwater management facilities and any easements required for storm water drainage purposes shall be dedicated/granted to the City of Barrie.
112. That prior to any site alteration, a permit, under the *Conservation Authorities Act*, will be obtained from the Nottawasaga Valley Conservation Authority.

Enbridge Gas Inc. (formerly Enbridge Gas Distribution)

113. The Owner shall agree in the Subdivision Agreement in wording satisfactory to Enbridge Gas Inc. (formerly 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 Inc. (formerly 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 Inc. (formerly Enbridge Gas Distribution) at no cost.
- f) If the gas main needs to be relocated as a result of changes in the alignment or grade of the future road allowances or for temporary gas pipe installations pertaining to phase construction, all costs are the responsibility of the applicant.

*Note: Enbridge Gas Inc. (formerly Enbridge Gas Distribution) reserves the right to amend or remove development conditions.

Simcoe County District School Board

- 114. That the Owner agree to register the draft plan of subdivision with the agreed upon school site (Block 52), with an area no less than 2.30 ha. That the Owner shall submit to the Board for review and comment, at no cost to the Board, the overall subdivision plans/reports so that the Board may review as they relate to the Institutional Block (Block 52) and the ability of the site to construct a two/three story elementary school:
 - a) A Site Grading and Drainage Plan;
 - b) A Site Servicing Plan;
 - c) A Site Phasing Plan, if any;
 - d) An Erosion and Sedimentation Control Plan;
 - e) A Stormwater Management Plan;
 - f) Electrical design drawings; and,
 - g) Traffic Calming Management Plan.
- 115. The Owner shall update the Traffic study prepared by C.F. Crozier and Associates dated February 2018 shall be updated to recognize an elementary school and traffic flows as they related to the overall movement of Streets H and Veterans Drive. Recommendations resulting from the updated study shall be designed and implemented with any necessary traffic control measures within the overall subdivision traffic engineering.
- 116. The School Board will provide their reasonable anticipated domestic water demand and fire flows and sanitary sewage flows, as well as the preferred location of services to the property line, to the Owner within 30 days of the issuance of draft plan approval. The Owner shall incorporate those flows into their detailed engineering design and provide same to the School Board for their review. The Owner shall agree to install all services, in accordance with the approved engineering drawings.
- 117. The Owner shall incorporate the Institutional Block into the overall stormwater management design such that they provide overall quantity control assuming 75% impervious area. The School Board will be responsible for on-site quality control and volume control as required by the Conservation Authority having jurisdiction.

118. The School Board will provide their reasonable anticipated electricity demands to the Owner within 30 days of the issuance of draft plan approval. The Owner shall incorporate those demands into their electrical design drawings and provide same to the School Board for their review. The subdivision electrical design will not include specific electrical infrastructure such as transformers, switchgear, etc. that be will be the responsibility of the School Board as part of the Site Plan approval process. Regarding Natural Gas, the School Board will provide their demands directly to Enbridge who prepares the designs for individual subdivisions.
119. The Owner shall agree that there will be no stockpiling of topsoil on Block 52 after the Simcoe County District school board has purchased the lands. Where stockpiling has occurred prior to the purchase of the lands, the Owner shall remove all excess topsoil and the lands shall be graded in accordance with the approved subdivision grading plan. A pre and post stockpiling soils test shall be conducted by a qualified engineer
120. The Owner will agree to install fencing along property lines shared between the school and residential lots in accordance with municipal standards.
121. The Owner agrees to post "No Dumping" signs along the perimeter fence as required by the Board.
122. That the Owner covenants and agrees that the following clauses will be inserted in all Agreements of Purchase and Sale for residential lots and units within the Subdivision provided as follows:
 - a) "All offers of purchase and sale abutting an elementary school site:
 - i. The purchaser acknowledges and accepts that Block 52 is a future school site and will be maintained as such.
 - ii. The purchaser acknowledges and accepts that noise, dust, and truck traffic are normal circumstances during the construction of a school, and once the school is constructed noise, exterior lighting, portable classrooms, and increased traffic on neighbouring streets during peak A.M. and P.M. hours and during special events are normal operating conditions for a school."
 - iii. The purchaser acknowledges and accepts that "The installation of gates or creation of an access point into the school site is prohibited."
 - iv. Temporary facilities/portables may be placed on the Lands in order to accommodate students in excess of the capacity of the school building."
 - b) "All offers of purchase and sale:
 - i. The construction of a Public elementary school on a designated site is not guaranteed. Accommodation within a public school in the community is not guaranteed and students may be accommodated in temporary facilities, example portable classrooms, a "holding school", or in school within or outside of the community.
 - ii. If school buses are required within the Subdivision in accordance with Board Transportation policies, school bus pick up points will generally be located on the through street at a location convenient to the Simcoe County Student Transportation Consortium."
123. That the Owner shall agree in the Subdivision Agreement, that prior to final approval and registration of the first phase of the subdivision, the Owner shall have entered into either an Option

Agreement outlining how the Fair Market Value of the property is determined at the time/date of Purchase or a purchase and sale agreement of Block 52.

124. The Board will have an option to purchase the school site at any time specified by the Board within ten (10) years following the date of registration of the phase of the plan of subdivision in which Block 52 is located.

Simcoe Muskoka Catholic District School Board

125. 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."

Bell Canada

126. The Owner shall agree in the Subdivision Agreement, in wording satisfactory to Bell Canada:
- 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

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

Ministry of Tourism, Culture and Sport

128. 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 soil disturbance, including tree removal, commencing.


Andrea Miller, RPP
Director of Planning & Building Services (Acting)
City of Barrie


Date



PLANNING AND BUILDING SERVICES MEMORANDUM



Page 16 of 18

If there are no appeals, draft approval is deemed to have been made on **August 8, 2019**.



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.
2. The Nottawasaga Valley Conservation Authority will require a copy of the executed subdivision agreement prior to the clearance of draft plan conditions.
3. The owner shall agree, prior to final plan approval, to pay all development fees to the conservation authority as required in accordance with the Nottawasaga Valley Conservation Authority's fees policy, under the *Conservation Authorities Act*.

