

**APPENDIX A –**  
**CONDITIONS OF DRAFT PLAN APPROVAL**

**Town File No.'s: 24T-21005/1530**  
**Draft Plan Dated**  
**on October 27, 2021**

**TOWN OF OAKVILLE CONDITIONS FOR FINAL APPROVAL AND  
FOR THE REGISTRATION OF THE DRAFT PLAN OF SUBDIVISION BY  
BRONTE GREEN CORPORATION**

This approval applies to the draft plan of subdivision (24T-21005/1530) prepared by J.D. Barnes Ltd. dated October 27, 2021 illustrating 3 blocks and 6 lots. The conditions applying to the approval of the final plan for registration are as follows:

	<b>CONDITIONS TO BE MET PRIOR TO PRE-GRADING OR PRE--SERVICING</b>	<b><i>CLEARANCE AGENCY</i></b>
1.	Prior to any site alteration, the owner shall prepare a <b>detailed engineering submission</b> and shall update any engineering drawings or materials, including but not limited to, erosion and siltation control measures, functional servicing reports, stormwater management reports and drawings, as it relates to the Bronte Green Subdivision (20M-1223) to include the subject lands, to the satisfaction of the Town of Oakville, and Conservation Halton where applicable.	OAK (TE) CH
2.	Prior to final approval, or any site alteration except those mentioned in section 12 of O.REG 153/04, the owner is required to submit a Ministry of the Environment Conservation and Parks (MECP) acknowledged <b>Record of Site Condition (RSC)</b> that indicates the environmental condition of the site is suitable for the proposed land use. The Owner is also required to submit all environmental documentation used for filling the RSC to Halton Region. The author of the environmental reports must extend third party reliance to Region of Halton.	RMH (LPS)
3.	Prior to any site alteration or registration of the plan, the <b>stormwater facility</b> to service the Halton Regional Centre/Woodlands Centre shall be constructed and operational.	RMH (LPS)
4.	The Owner shall prepare a <b>detailed engineering submission</b> to be submitted to the Regional Development Project Manager for review and approval prior to the preparation of the Regional subdivision agreement.	RMH (LPS)
5.	All works which are the responsibility of the Owner to complete shall be supervised during construction by a licensed Professional Engineer of the Province of Ontario with all professional engineering fees paid by the Owner. The Owner's engineer must provide competent full time inspection staff on site during construction activities to obtain the required "as constructed" field information, and to ensure compliance with the approved drawings and the Region's Current Construction and Design Standards.	RMH (LPS)
6.	The Owner agrees to conduct a survey of the <b>static water level</b> and quality of all wells within 500 metres of the plan. The owner further agrees to resolve any claims of well interruption due to the construction of municipal services to the satisfaction of the Region's Development Project Manager.	RMH (LPS)
7.	That the Owner prepares and submits a <b>Functional Servicing Report</b> to the satisfaction of Conservation Halton and the Town of Oakville.	OAK (TE) CH
8.	That a final <b>Stormwater Management Plan</b> be provided that demonstrates appropriate alternative stormwater management controls will be implemented for lands formerly serviced by the Region Pond, to the satisfaction of Conservation Halton and the Town of Oakville.	OAK (TE) CH
9.	That, prior to the <b>Region Pond</b> being decommissioned, stormwater management control for lands currently serviced by the Region Pond be replicated and that associated facilities be designed, constructed and stabilized to the satisfaction of Conservation Halton and the Town of Oakville.	OAK (TE) CH

10.	That the owner shall prepare and implement a <b>tree preservation plan</b> , or update the <b>tree preservation plan</b> for the Bronte Green Subdivision (20M-1223) to include the subject lands, prior to site alteration, to the satisfaction of and the Development Services Department. Further, the owner shall not disturb or remove trees without written permission from the Town.	OAK (TE)
11.	That the Owner shall not install any municipal services on the site until the Owner has entered into a <b>Preservicing Agreement</b> or Subdivision Agreement with the Town. Pre-servicing may occur in accordance with the Town's pre-servicing policy.	OAK (TE)
12.	The Owner and/or their engineering consultants, shall arrange and hold a <b>pre-construction meeting</b> with the Transportation and Engineering Department and the contractor to review and discuss mitigation measures for all construction related impacts, including mud tracking, dust suppression, truck routes and contractor/trades parking, material storage, stockpile location, working hours, noise mitigation, etc, prior to the commencement of topsoil stripping and earthworks. Prior to the Earthworks Pre-construction Meeting, a Site Alteration Permit from the Town must be secured by the Owner and perimeter erosion and sediment control measures must be installed. A second pre-construction meeting is also required prior to the commencement of any servicing works. Prior to the Servicing Pre-construction Meeting, a complete set of approved Engineering Plans is required, including the Traffic Management Plan and Composite Utility Plan.	OAK(TE)(PS)
13.	Prior to any site alteration, the owner shall <b>update any engineering drawings</b> or materials, including but not limited to, erosion and siltation control measures, finalized functional servicing reports, stormwater management reports and drawings, as it relates to the Bronte Green Subdivision to include the subject lands, to the satisfaction of the Town of Oakville.	OAK (TE)
14.	Prior to any site alteration, the owner shall provide a <b>finalized hydrologic assessment</b> demonstrating that the proposed development and proposed design scenarios does not result in any impacts to flooding within the Fourteen Mile Creek watershed.	OAK (TE)
15.	That any outstanding <b>drainage and stormwater management control measures</b> associated with the external commercial block at the northeast corner of Charles Cornwall Avenue and Bronte Road, and the Region of Halton Woodland Centre lands affecting the removal/decommissioning of the existing SWM facility within the subject lands be resolved to the satisfaction of Conservation Halton (CH) and the Town of Oakville.	OAK (TE)
16.	Prior to any site alteration, the owner shall prepare a <b>detailed engineering submission</b> for all internal and external works required for the removal/decommissioning of the existing SWM facility within the subject lands and to service the subdivision. Any and all revisions to the storm sewer servicing works installed through the Bronte Green Subdivision to support the removal/decommissioning of the existing SWM facility are to be approved, constructed and stabilized to the satisfaction of the Town of Oakville.	OAK (TE)
	<b>CONDITIONS TO BE MET PRIOR TO MARKETING AND SALES</b>	
17.	That the Owner agrees to implement the Town approved <b>Urban Design Brief</b> [November 21, 2016], which applies to the abutting Bronte Green subdivision (20M-1223), to the satisfaction of the Town.	OAK (PS)
18.	The Owner shall submit <b>elevation drawings</b> (all facades), typical floor plans (all levels) and typical lotting plans for all models on lots not subject to Site Plan Approval to Planning Services Urban Design staff for review and approval. Upon acceptance, these drawings shall be added as an Appendix to the Urban Design Brief. The Owner agrees that compliance with this condition is required prior to the Owner marketing or selling any such units.	OAK (PS)

19.	<p>That the Owner shall select a <b>control architect</b> who shall ensure all development which is exempt from Site Plan Approval process, proceeds in accordance with the Town-approved Urban Design Brief. The Owner shall submit a letter to the Town from the selected control architect acknowledging the following:</p> <ul style="list-style-type: none"><li>i. a control architect has been retained for this subdivision and does not have any perceived or real pecuniary interests or conflicts with performing the required duties;</li><li>ii. the control architect acknowledges the final Urban Design Brief prepared for this subdivision and agrees to implement the same;</li><li>iii. the control architect is responsible for ensuring the Town-approved models, as appended to the Urban Design Brief, will be sited in accordance with the Urban Design Brief direction;</li><li>iv. the control architect will ensure that any sold units meet the design direction and criteria of the Town-approved Urban Design Brief, prior to submitting for building permit review; and,</li><li>v. the control architect will discuss with Town staff any identified issues</li><li>vi. the control architect will submit stamped/signed drawings with the building permit application in accordance with the foregoing.</li></ul>	OAK (PS)
	<p><b>CONDITIONS TO BE MET PRIOR TO INITIATING SALES PROGRAMME</b></p> <p><b>NEIGHBOURHOOD INFORMATION MAPPING</b></p>	
20.	<p>The developer shall update the Neighbourhood Information Map prepared for the Bronte Green subdivision 20M-1223 as required to reflect the proposed subdivision. The Map is to be posted in a prominent location in each sales office from where homes in the subdivision are being sold <u>and included within the individual purchase and sale agreements.</u></p> <p>The developer shall ensure that each builder selling homes within the subdivision:</p> <ul style="list-style-type: none"><li>a) provides prospective purchasers with a “Notice to New Home Purchasers” from the Town in the prescribed format that includes all of the notes required on the neighbourhood information maps, and, attaches a copy of the most up-to-date neighbourhood information map to each offer of purchase and sale agreement.</li></ul>	OAK (PS)
	<p><b>CONDITIONS TO BE MET PRIOR TO FINAL APPROVAL / REGISTRATION</b></p>	
21.	<p>That the Owner shall provide confirmation to the satisfaction of the Town’s Finance Department that <b>all outstanding property taxes</b> and outstanding debts have been paid prior to plan registration.</p>	OAK (F)
22.	<p>That the Owner enter into a standard form <b>subdivision agreement</b> to the satisfaction of the Town to address all matters related to the financial and construction obligations and build out of the subdivision, including but not limited to, development charge reimbursements, works to be completed on behalf of the Town, subdivision assumption and maintenance and monitoring of stormwater management facilities, requirements, homeowner warning clauses, etc.</p>	OAK(PS) (TE)
23.	<p>That the Owner shall provide a <b>certificate signed by the surveyor</b> and the Owner stating that the plan proposed to be submitted for registration is the same as the latest (most recent) draft approved plan and, if the plans are not the same, that any differences between the proposed registered plan and the latest draft plan are accepted by the Town.</p>	OAK (TE)
24.	<p>The Owner shall distribute in a manner satisfactory to the Town a <b>communication strategy and information package</b> to be available in the sales office and to be provided to all prospective purchasers. The homeowners’ information booklet shall be supplied by the Town and entirely financed by the Owner.</p>	OAK (TE)

25.	<p>That the Owner shall implement the <b>construction phasing and sequencing plan</b> as prepared for the Bronte Green Subdivision (20M-1223), as amended to include the subject lands to the satisfaction of the Town (and Region where applicable) for the purpose of ensuring an appropriate sequence of development from initial construction to assumption and which reflects all applicable studies including the EIR/FSS and Transit Facilities Plan. The Phasing Plan should identify how transit service will operate within the plan, including provisions for safe pedestrian access to designated bus stop locations, such that:</p> <ul style="list-style-type: none"> <li>• a contiguous transit service area will be maintained that does not result in lengthy transit routes or "leapfrogging"</li> <li>• interim and/or permanent transit streets are to be built first</li> <li>• the Owner is encouraged to construct housing on transit streets first, where practicable</li> <li>• roadways to be upgraded where required to accommodate transit vehicles during initial or interim phases</li> <li>• permanent or temporary pedestrian facilities to be constructed early and maintained during development for access and routing to bus stop locations.</li> </ul> <p>Where mutually agreed upon between the Owner and the Town, a contribution may be made by the Owner to the Town's early implementation initiative relating to Transit service delivery.</p>	OAK (TE)(T)
26.	<p>That the owner prepare and agree to <b>implement the following studies</b> for the Bronte Green Subdivision (20M-1223), amended as required to include the subject lands to the satisfaction of the Town (and the Regional Municipality of Halton where applicable):</p> <ul style="list-style-type: none"> <li>• Traffic Impact Study including any required updates</li> <li>• Traffic and Parking Management Plan</li> <li>• Transit Facilities Plan</li> <li>• Street Signage and Pavement Marking Plan</li> <li>• Functional Design Study</li> <li>• Composite Utility Plan</li> <li>• Noise Impact Study</li> <li>• Erosion, Sediment, Dust Mitigation Plan</li> <li>• Community Communication Plan</li> </ul>	OAK (TE)(T) RMH(LPS)
27.	<p>That the Owner shall provide <b>digital discs of the registered plan of subdivision</b> in AutoCAD 2012 or later version with the following coordinate system UTM NAD 83 Zone 17 to the Regional Municipality of Halton and the Town of Oakville, prior to registration of the plan.</p>	OAK (TE) RMH (LPS)
28.	<p>That the Owner shall provide the Town, together with the final plan, a list of <b>lot and block widths, depths and areas</b> prepared by an Ontario Land Surveyor, to ensure all lot and blocks meet or exceed the minimum requirements of the approved Zoning By-law. The Owner shall agree to revise the draft plan as required in order to comply with all provisions of the approved Zoning By-law.</p>	OAK (Z)
29.	<p>That prior to registration of the plan, the Owner's surveyor shall submit to the Town <b>horizontal co-ordinates of all boundary monuments</b>. These co-ordinates are to be based on 6 degree UTM Projection, NAD83 Datum. Exemptions and alternatives to this can only be granted by the Engineering and Construction Department.</p>	OAK (EC)
30.	<p>That the Owner shall enter into a <b>subdivision agreement</b> and satisfy all requirements, financial and otherwise, of the Regional Municipality of Halton, including but not limited to, the phasing of the plan for registration, investigation of soil contamination and soil restoration, the provision of roads and the installation of water and sanitary sewer services, utilities and drainage works. This agreement is to be registered on title to the lands.</p>	RMH (LPS)
31.	<p>The development shall be subject to <b>full municipal water and sanitary sewer</b> services to the satisfaction of the Region of Halton.</p>	RMH (LPS)
32.	<p>That the Owner agrees that the following <b>warning clauses</b> shall be included in a registered portion of the Regional Subdivision Agreement, applied to the lots and blocks in the subdivision, and included in all Offers to Sell, Agreements of Purchase and Sale, Lease or Reservation Agreements, and any other similar documents registered on title to the Lands the following clauses:</p>	RMH (LPS)

	<p>a) Purchasers/tenants are advised that due to the operations of the Region of Halton's Regional Operation Centre, that noise, dust, traffic, maintenance, vibration, lighting, electrical transformers, and/or odour may be of concern, sometimes interfering with the activities of the dwelling occupants.</p> <p>b) Purchasers/tenants are advised that despite the inclusion of noise control features, sound levels from the Region of Halton municipal buildings, EMS and public works activities may occasionally be audible, and may cause some interference with some activities of the dwelling occupants.</p> <p>c) Warning: This property is in proximity to the Halton Region facilities including the Woodlands Operation Centre and the Halton Regional Centre. The operations that take place at these facilities include: fleet maintenance (garage activities), refueling, vehicle movements, movements of supplies and material, movements of ambulances, occasional use of police and ambulance sirens during emergencies, siren testing and the use of back-up beepers. These facilities operate 24 hours a day, 7 days a week. Halton Region may apply to alter or expand these facilities in the future. Sound from these facilities may at times be audible.</p>	
33.	The Owner agrees that should the development be phased, a <b>phasing plan</b> shall be submitted prior to registration of the first phase. The phasing plan will indicate the sequence of development, the land area in hectares, the number of lots and blocks for each phase and the proposed use of all blocks including the proposed number of units, the specific lots to be developed, site access to each phase, grading and the construction of public services. The phasing must be reflected in all engineering reports.	RMH (LPS)
34.	The Owner shall submit to the Planning Services Department six <b>(6) folded copies of the final draft plan of subdivision</b> along with applicable Land Registry Office J form for sign off. Upon acceptance, the town will forward these materials to the Region of Halton for final sign off.	RMH(LPS) OAK (PS)
35.	The Owner agrees that Halton Region will provide full collection curb side in front of the individual homes and collection will not begin collection until development is 90% occupied or <b>Regional waste collection</b> trucks can safely access the site. Until Regional collection commences it is the responsibility of the Owner/Developer to provide appropriate private collection to occupied units.	RMH(LPS)
36.	That the Owner agrees that <b>should the development be phased</b> , a copy of the phasing plan shall be submitted prior to final approval to the Halton District School Board and the Halton Catholic District School Board. The phasing plan will indicate the sequence of development, the land area, the number of lots and blocks and units for each phase.	HDSB HCDSB
37.	That the Owner shall provide the Town with evidence that satisfactory arrangements, financial and otherwise, have been made with Canada Post Corporation for the installation of <b>Community Mail Boxes</b> as required by Canada Post Corporation, prior to registration of the plan.	CP
38.	That the Owner shall provide Union Gas/Enbridge Gas the <b>necessary easements and/or agreements required by Union Gas/Enbridge Gas</b> for the provision of local gas services for this project, in a form satisfactory to Union Gas Limited.	UG/Enbridge
39.	The Owner shall confirm that <b>sufficient wire-line communication / telecommunication infrastructure</b> is currently available within the proposed development to provide communication / telecommunication service to the proposed development. In the event that such infrastructure is not available, the Developer is hereby advised that the developer may be required to pay for the connection to and/or extension of the existing communication / telecommunication infrastructure. If the Developer elects not to pay for such connection to and/or extension of the communication / telecommunication infrastructure, the Developer shall be required to demonstrate to the municipality that sufficient alternative communication / telecommunication facilities are	BC, Cogeco, Rogers

	available within the proposed development to enable, at a minimum, the effective delivery of communication/telecommunication services for emergency management services (i.e. 911 Emergency Services).	
40.	That the Owner prepares and submits a <b>Stormwater Management Plan</b> in accordance with the approved Functional Servicing Report to the satisfaction of Conservation Halton and the Town of Oakville.	OAK (TE) CH
41.	Should any <b>changes to the proposed design</b> with potential to impact hydrology be raised during future stages of development (e.g., detailed design) regarding the proposed stormwater management scheme, that the Owner will provide hydrologic modeling demonstrating no increase in peak flow rates for the full range of storm events at key downstream flow nodes on Fourteen Mile Creek. The Owner must implement modifications to the Bronte Green Pond outflow structure if necessary to mitigate any resulting impacts, to the satisfaction of Conservation Halton and the Town of Oakville.	OAK (TE) CH
42.	That the Owner agrees to <b>phase the development</b> of the subject lands to the satisfaction of Conservation Halton and the Town of Oakville.	OAK (TE) CH
43.	That the Owner pays any <b>outstanding review fees</b> to Conservation Halton, if it is determined that a balance is outstanding. Conservation Halton reserves the right to adjust the fees owing based on the current plan review schedule, if time has lapsed since the initial application.	CH
44.	That the Owner submits the <b>final clearance fee</b> to Conservation Halton, prior to registration of the draft plan. If the development is phased, each phase will require a separate clearance fee.	CH
	<b>CONDITIONS TO BE MET PRIOR TO FINAL APPROVAL/ REGISTRATION</b>  <b>NEIGHBOURHOOD INFORMATION MAPPING</b>	
45.	<p>The developer shall update the <b>final neighbourhood information map</b>, as prepared for Bronte Green Subdivision (20M-1223) to include the subject lands, based on the final M-plan for the subject lands, and approved by the Town’s Director of Planning Services, to replace the preliminary neighbourhood information map in all affected sales offices. This map shall contain the following information:</p> <ul style="list-style-type: none"><li>a) all of the information required on the preliminary map,</li><li>b) the locations of all sidewalks and walkways,</li><li>c) the locations of all rear yard catch basins and utilities easements on private property where applicable,</li><li>d) the proposed locations of all above ground utilities, where known,</li><li>e) the proposed locations of all bus stops,</li><li>f) The proposed locations of all temporary mailboxes.</li></ul> <p>The developer shall ensure that each builder selling homes within the subdivision:</p> <ul style="list-style-type: none"><li>a) provides prospective purchasers with a “Notice to New Home Purchasers” from the Town in the prescribed format that includes all of the notes required on the neighbourhood information maps, and, attaches a copy of the most up-to-date neighbourhood information map to each offer of purchase and sale agreement.</li></ul>	OAK(PS)
	<b>CONDITIONS TO BE INSERTED INTO SUBDIVISION AGREEMENTS (Town and/or Regional Municipality of Halton)</b>	
46.	The Owner acknowledges that the Town may require <b>line revisions</b> to the draft plan to ensure property alignment with existing or proposed lots, blocks, streets, and/or facilities on lands adjacent to this draft plan.	OAK (PS)
47.	That the Owner agrees to submit a revised <b>Planning Statistics Spreadsheet</b> to the satisfaction of Planning Services based upon the registration of M-Plans.	OAK (PS)

48.	That the Owner acknowledges that any eligible <b>Development Charge</b> reimbursements will be in accordance with the Town's Development Charge By-law. The Owner agrees to submit progress reports for any <b>Development Charge reimbursable</b> items identified to be reimbursed through Development Charge credits, whether repaid through Development Charge credits or other means, in a form satisfactory to the Town's Finance Department. The Owner further agrees to abide by the Town's requirements for matters dealing with Development Charge credits.	OAK (F)
49.	The Owner acknowledges that <b>work completed on behalf of the Town</b> shall not exceed the estimated values contained within the subdivision agreement and that the Town will not accept any further progress certificates relating to the Schedule 'K' works and will not consider the payment of said progress certificates received after the assumption of the subdivision by the Town. The Owner further acknowledges that work done on behalf of the Town may not be reimbursed until funded in the Town's approved capital budget.	OAK (TE)(F)
50.	The Owner agrees to provide notice to prospective purchasers upon the completion and approval of the <b>Composite Utility Plan</b> showing the location of all community facilities (community mail boxes, bus shelter and stops, street trees, sidewalks, street light poles, hydrants, cable boxes, transformers or any other above grade facilities) to the satisfaction of staff and that this plan be displayed in the sales office.	OAK (TE)
51.	That the Owner's engineer provide certification that all <b>Erosion and Sediment Controls</b> are in a state of good repair and Stormwater outfalls are operational to the satisfaction of the Development Services Department prior to building permit issuance.	OAK (TE)
52.	That the Owner agrees to construct any <b>stormwater management facilities</b> according to the approved plans and reports for this subdivision or as updated for the Bronte Green Subdivision (20M-1223) to include the subject lands. Additionally the Owner agrees to monitor and maintain the facilities until they are accepted by the town. The Owner shall provide a monitoring procedure and schedule for all stormwater management facilities / works immediately after all stormwater management facilities / works become operational. All monitoring shall be in accordance with the requirements of the approved EIR / FSS, Development Services Procedures and Guidelines Manual and North Oakville Monitoring Guidelines. Monitoring and maintenance is to be undertaken by the Owner for a minimum period of 2 years once all stormwater management works become operational and stabilized or at the Town's discretion for a minimum period of 2 years following construction of the majority of the contributing drainage area in accordance with the approved Operations Maintenance and Monitoring Program. Should the monitoring results fail to demonstrate to the satisfaction of the Town of Oakville, acting reasonably, that the performance of the stormwater management facilities / works is in accordance with acceptable engineering practices, the Owner shall take immediate remedial action.	OAK (TE)
53.	That storm sewerage, lot grading and street grading must be in conformity with the Town of Oakville's <b>Storm Drainage Policies and Criteria Manual</b> and to the satisfaction of the Development Services Department, in accordance with the Development Services Procedures and Guidelines Manual.	OAK (TE)
54.	The Owner agrees to pay for <b>electricity supplied to light the streets</b> in the development until such time as the first homeowners take possession. This will include the supply of power to the street lights, the commodity cost, transmission and independent electricity marketing operator charges, distribution charges and administration fees, details of which will be outlined in the subdivision agreement.	OAK (TE)
55.	The Owner shall agree to <b>deposit mylars and digital discs</b> (.dwg file format) of the registered plan of subdivision to the satisfaction of the Town.	OAK (TE)
56.	That the Owner agrees to pay for and install all required <b>temporary signage</b> as per the approved Traffic and Parking Management Plan prior to the issuance of any building permits and agrees to ensure that these temporary signs are maintained throughout the construction phase or until the permanent signage is installed.	OAK (TE)

57.	That the Owner agrees to pay for and install all <b>permanent signage</b> within six (6) months of the first building occupancy as per the approved Traffic and Parking Management Plan. In the event that the Owner fails to install the permanent signage in the required timeframe the Town may carry out the work on behalf of the Owner, and will charge the Owner a 100% administration surcharge for all costs incurred by the Town in carrying out this work	OAK (TE)
58.	That the Owner shall place <b>public and educational signage</b> within the stormwater management Blocks to identify the general operation of the stormwater management facilities and list public restrictions for recreational use all to the satisfaction of the Engineering and Construction Department.	OAK (TE)
59.	<p>That the Owner agrees within the subdivision agreement to deliver to the Town the following materials to accommodate <b>PSAB requirements</b> (hereinafter in this section referred to as the “Materials”) within the times herein provided:</p> <ul style="list-style-type: none"> <li>a) Prior to registration of the Plan, a table in form and content acceptable to the Town and certified accurate by an Ontario Land Surveyor, setting out the area of all lands to be dedicated to the Town pursuant to this agreement, including rights of way (herein after referred to as the “Dedicated Lands”);</li> <li>b) Prior to acceptance of Maintenance, a table in form and content acceptable to the Town, and certified by the Owner’s Engineer, setting out all materials used in the Town’s Work, the dates of their respective installation, together with certification of their fair market value at installation; and</li> <li>c) Prior to assumption of the Plan, updated certification by the aforementioned Ontario Land Surveyor, Owner’s Engineer or Appraiser as applicable, of the Materials and their current fair market value in form and content acceptable to the Town, together with certification in the manner and by the persons set out herein of any works to be assumed by the Town and not previously certified.</li> </ul>	OAK (TE)
60.	That the Owner agrees that all <b>roadways</b> are to be designed to Town of Oakville standards and partial roads within the draft plans are not permitted, unless other suitable arrangements are made with the Director of Development Services, as agreed to through the Bronte Green Subdivision (20M-1223) for the extension of Charles Cornwall Avenue and Merton Road adjacent to the subject lands.	OAK (TE)
61.	In the event that required subdivision land use and <b>notice signage</b> becomes damaged and/or missing from their original approved locations, the Town may re-install signage on the Owner’s behalf and the Owner shall reimburse the Town for such works.	OAK (TE)
62.	That the Owner satisfies the <b>telecommunications</b> provider with respect to their land requirements and agrees to permit all electrical and telecommunication providers who have signed the Town’s access agreement to locate on the roads within the plan and that the Owner allow these services to connect to the buildings, all to the satisfaction of the Town.	OAK (TE)
63.	That the Owner shall provide in each of the sales offices a <b>large coloured map</b> , not less than 1.5 metres by 2 metres, of the approved land use plans to date and/or where applicable, the land use plans approved in the Official Plan for the overall community together with a copy of the Town of Oakville Official Plan and a prominent note indicating that further information can be obtained from the Oakville Planning Services Department.	OAK (TE)
64.	<ul style="list-style-type: none"> <li>a) That the Owner acknowledges that during the active construction process it is anticipated that <b>sediment accumulation</b> in the stormwater management pond will occur at an above average rate compared to the rate for a stabilised condition. Based on this assumption the Owner agrees to monitor the sediment accumulation level and clean the pond periodically to ensure its operational efficiency is maintained. Prior to assumption a condition and monitoring report is to be prepared by the Owner’s Engineer which is to outline the monitored performance of the pond as documented over time and the current state of sediment level within the pond. The Engineers report will make recommendations with respect to any maintenance required at the time</li> </ul>	OAK (TE)



	<p>of the requested assumption and itemise such items which the Owner will be required to remediate prior to the assumption.</p> <p>b) That the Owner agrees, at the time of the requested assumption, to provide an up-to-date <b>bathymetric survey</b> to determine the sediment level within the storm water management pond. If the accumulated sediment level is less than 25% of the design sediment storage volume within the fore-bay and/or main bay area of the pond, the Owner will provide a cash-in-lieu payment to the town for future clean-out based on an amount to be determined. Notwithstanding the above, should the sediment accumulation exceed 25% of the design sediment storage volume, the Owner agrees to clean out the pond.</p> <p>c) That the Owner agrees that the Town shall retain <b>securities for any Stormwater Management Facility</b> for at least a minimum two year maintenance period after the construction and stabilization of the stormwater management pond, or at the Town's discretion, for a minimum 2 year period following the assumption the majority of contributing development plans. The value of this security will be determined by the Town based on the size of any pond as well as the number of contributing plans.</p>	
65.	That the Owner designs, constructs and has in operation all necessary <b>flood control structures and stormwater outfall structures</b> prior to the issuance of any building permits to the satisfaction of the Development Services Department and Parks and Open Space Department.	OAK (TE, POS)
66.	That the Owner agrees at their cost to implement the <b>municipal tree planting program</b> approved for the Bronte Green Subdivision (20M-1223), as amended for the subject lands for all public roads in accordance with the approved Composite Utility Plan and/or Tree Planting Plan. The selection of species, calliper and timing of work shall be undertaken to the satisfaction of the Development Services Department and in accordance with the latest Town standards and specifications.	OAK (TE, POS)
67.	That the Owner agrees to submit <b>prior to Assumption</b> an inventory of all boulevard trees planted by species, size, and x/y coordinates in a digital format acceptable to the Parks and Open Space Department and Development Services.	OAK (POS, TE)
68.	That the Owner warranty all <b>boulevard street trees</b> and trees planted in open space areas for a period of 2 years from the date of planting and agrees to maintain in a healthy condition all trees until Assumption or to the end of the warranty period, where the warranty extends beyond assumption, as provided in the Bronte Green Subdivision (20M-1223) as amended to include the subject lands.	OAK (TE, POS)
69.	That the Owner agrees to place <b>topsoil</b> on lots, boulevards and parkland in accordance with approved Town standards.	OAK (POS, TE)
70.	That the Owner implements a <b>monitoring program</b> to the satisfaction of the Town and Conservation Halton for Erosion and Sediment control, stormwater management facilities, modified streams and stormwater management works, municipal services and trails with the Natural Heritage System, in accordance with the Water Resources Final Mediation Reports (Ontario Municipal Board) dated 30 August, 2007. The Owner shall submit monthly sediment and erosion control reports during construction to the satisfaction of the Town of Oakville.	OAK (TE)
71.	That the Owner agrees to <b>post acceptable securities</b> with the Town of Oakville as part of the subdivision agreement, for the purpose of ensuring the construction and completion of all works identified on the approved engineering plans including the rehabilitation of any Natural Heritage System block or open space areas which may be disturbed during the development of the subdivision.	OAK (TE)
72.	That the Owner shall prepare and implement at no cost to the Town, a <b>landscape, restoration and enhancement plan for the stormwater management facility</b> approved through the Bronte Green Subdivision (20M-1223) as amended to include the subject lands, to the satisfaction of the Development Services Department, and Parks and Open Space in accordance with the Town's stormwater management Landscaping Standards. The Owner shall be entirely responsible for the implementation of these features including all financial costs.	OAK (TE, POS)

73.	That the Owner agrees to not store <b>construction materials</b> on vacant lots and/or open space blocks that abut lots which are occupied by homeowners.	OAK (TE, POS)
74.	That the Owner agrees to implement any <b>cycling and trails plans</b> as approved for the Bronte Green Subdivision (20M-1223) as amended to include the subject lands in accordance with the North Oakville Trails Plan, when finalized, and the enacted Development Charges By-law to the satisfaction of the Town.	OAK (POS)
75.	That the Owner provides a <b>fire break plan</b> and other fire prevention measures to the satisfaction of the Town of Oakville, where necessary.	OAK (FD)
76.	That the owner agree that <b>no fill from the site may be dumped on or off-site</b> in an area regulated by Conservation Halton without the prior written permission of Conservation Halton.	CH
77.	That the Owner acknowledges that all works which are the responsibility of the Owner to complete, shall be subject to general construction observation by a <b>licensed Professional Engineer</b> of the Province of Ontario with all professional engineering fees paid by the Owner. The Owner's engineer must provide competent full time staff on site during construction activities to obtain the required "as constructed" field information, and to ensure general compliance to the best of his/her professional knowledge with the approved drawings and the Town and Region's Current Construction and Design Standards.	RMH (LPS) OAK (TE)
78.	That the Owner agrees that <b>pre and post development storm water flows</b> from the site to the existing drainage system are maintained both during and after construction, such that there are no adverse impacts to the existing storm drainage system to the satisfaction of Halton Region's Development Project Manager.	RMH (LPS)
79.	That the Owner agrees to conduct a <b>survey of the static water level</b> and quality of all wells within 500 metres of the plan. The Owner further agrees to resolve any claims of well interruption due to the construction of municipal services to the satisfaction of the Region's Development Project Manager.	RMH (LPS)
80.	The Owner agrees to conduct a survey of the property to identify all existing private septic systems related to the former use of the lands. The owner further agrees to decommission any existing private septic systems in accordance with MOE guidelines prior to commencing the development of these lands to the satisfaction of the Region's Development Project Manager.	RMH (LPS)
81.	That the Owner acknowledges that development shall be subject to full <b>municipal water and sanitary sewer services</b> to the satisfaction of the Regional Municipality of Halton.	RMH (LPS)
82.	The Owner agrees that until notice from Halton Region's Commissioner of Public Works is given to the Owner that development of these lands is able to proceed by the issuance of a building permit with <b>residential water/wastewater capacity</b> or that units under the Region's Allocation Program will be operational within 12 months, that the Owner shall not seek the issuance of building permits for any development in this phase and: <ul style="list-style-type: none"> <li>shall not sell or offer for sale any lot or block or any part thereof within this phase if such sale obligates the Owner or permits the purchaser to construct a residential building on such lot or block; and,</li> <li>shall not seek final approval for registration of such lots or blocks or any part thereof.</li> </ul>	RMH (LPS)
83.	The Owner agrees that should the development be phased, the Owner shall submit a <b>phasing plan</b> prior to final approval of the first phase. The phasing plan will indicate the sequence of development, the land area in hectares, the number of lots and blocks for each phase and the proposed use of all blocks including, the proposed number of units, the specific lots to be developed, site access to each phase, grading and the construction of public services. The phasing must be reflected in all engineering reports. The phasing shall be to the satisfaction of the Regional Municipality of Halton, Conservation Halton and the Town of Oakville.	RMH (LPS) OAK (TE) CH
84.	The Owner agrees that Halton Region will provide full collection curb side in front of the individual homes and collection will not begin collection until development is 90% occupied or Regional <b>waste collection</b> trucks can safely access the site. Until Regional collection commences it is the responsibility of	RMH (LPS)

	the Owner/Developer to provide appropriate private collection to occupied units.	
85.	That the Owner shall submit a copy of the <b>approved sidewalk plan</b> prepared for the Bronte Green Subdivision (20M-1223) updated to include the subject lands, and prepared to the satisfaction of the Town of Oakville, to the Halton District School Board and Halton Catholic District School Board.	OAK (TE) HDSB HCDSB
86.	That the Owner provides the Halton District School Board a <b>geo-referenced AutoCAD file</b> of the draft M-plan once all Lot and Block numbering configuration has been finalised. Should any changes occur after the initial submission to Lot and Block configuration or numbering on the draft M-plan the Owner shall provide a new AutoCAD file and a memo outlining the changes.	HDSB
87.	That the Owner agrees to erect and <b>maintain signs</b> at all major entrances into the new development advising prospective purchasers that a permanent school is not available and that alternate accommodation and/or bussing will be provided. The Owner will make these signs to the specifications of the respective School Board and erect them prior to the issuance of building permits.	HDSB HCDSB
88.	That the Owner agrees to ensure that all new home buyers will be officially notified of the exact <b>Community Mail Box</b> locations prior to any house sales. Also that the owner shall post in a clear site a copy of the plan indicating the Community Mail Box sites at the sales office. This plan is requested to be completed and approved prior to the start of the House sales for the subdivision. Once the homeowner has closed their home sale, the developer shall notify all new homebuyers of the process to initiate Mail Delivery as well as the address of the local Post office where new homeowners can go and show their warranty documentation as well as a license for identification to begin the process of requesting mail delivery.	CP
89.	The Owner agrees to provide the location of all <b>Community Mail Boxes</b> on the approved Composite Utility Plan to the satisfaction of the Town and Canada Post.	CP
90.	The Owner agrees, prior to offering any units for sale, to display and maintain a map on the wall of the sales office in a place readily accessible to potential homeowners that indicates the location of all <b>Community Mail Boxes</b> within the development, as approved by Canada Post. Further, the Owner agrees to inform all homebuyers of the process to initiate mail delivery for their new home address.	CP
91.	The owner/developer will consult with Canada Post to determine suitable permanent locations for the placement of Community Mailboxes and to indicate these locations on appropriate servicing plans.	CP
92.	The Builder/Owner/Developer will confirm to Canada Post that the final secured permanent locations for the Community Mailboxes will not be in conflict with any other utility; including hydro transformers, bell pedestals, cable pedestals, flush to grade communication vaults, landscaping enhancements (tree planting) and bus pads.	CP
93.	The Owner agrees to provide a suitable and safe temporary site for <b>Community Mail Box</b> locations. This temporary mail box pad will be a compacted gravel area with a minimum of a single row of patio stones for mail box placement. Temporary pad specifications will be provided to the Owner during the siting process. This location must be set up a minimum of 30 days prior to first occupancies.	CP
94.	The owner/developer will communicate to Canada Post the excavation date for the first foundation (or first phase) as well as the expected date of first occupancy	CP
95.	That the Owner acknowledges that where multi-unit or commercial, office or similar buildings are located, one or more conduit or conduits of sufficient size will be provided from each unit to the room(s) in which the <b>telecommunication facilities</b> are situated and one or more conduits from the room(s) in which the telecommunication facilities are located to the street line.	BC /Cogeco/Rogers
96.	That the Owner acknowledge its responsibility to up-front the cost of any extension to the <b>electrical distribution system</b> .	OH
97.	That the Owner agrees to place the following <b>notification in all offers of purchase and sale</b> , plus any additional applicable clauses included for the Bronte	OAK (PS, TE)(POS) CH

<p>Green Subdivision (20M-1223) for all lots and/or units and in the Town’s subdivision agreement to be registered on title:</p> <p>a) “Purchasers are advised that the Town of Oakville’s current <b>street tree planting standards</b>, which are subject to change, are intended to have an average of one tree for every 12 metres of frontage to be considered for planting in order to accommodate future tree growth. This means that not every house is intended to receive a tree. Purchasers are also advised that the ability to accommodate the planting of a street tree within the public road allowance will be influenced by housing form, development setbacks, utilities, driveway width and location. The Town reserves the right, in its sole discretion, to determine whether a street tree will be planted at any particular location within the subdivision particularly on narrow building lots.”</p> <p>b) “Purchasers are advised that <b>winter maintenance</b> and snow plowing from public streets and laneways will be done in accordance with the Council approved protocol and policies for snow removal.”</p> <p>c) “Purchasers and/or tenants are advised that the homeowner’s builder is responsible for the timing and coordination of <b>rectifying lot grading</b> matters which occur prior to assumption.”</p> <p>d) “Purchasers and/or tenants are advised that prior to the placement of any <b>structures in side and rear yards</b>, the Zoning By-law should be reviewed to determine compliance and that a Site Alteration Permit may be required prior to proceeding to do any site work.”</p> <p>e) “Purchasers and/or tenants are advised that <b>private landscaping</b> is not permitted to encroach within the Town’s road allowance, public open space or Natural Heritage System area. Any unauthorised encroachments are to be removed by the homeowner prior to Assumption.”</p> <p>f) “Purchasers and/or tenants are advised that an overall grade control plan has been approved for this Plan and further some lots will incorporate the drainage of adjoining lots through the design of <b>swales and rear lot catch basins</b>.”</p> <p>g) “Purchasers are advised that any <b>unauthorized alteration of the established lot grading</b> and drainage patterns by the homeowner may result in negative drainage impacts to their lot and/or adjoining lots.”</p> <p>h) “Purchasers are advised that the following street(s) in the area may be designated as <b>interim or permanent bus routes</b>, and that bus stops and shelters may be installed along the street(s): Streets Charles Cornwall Avenue and Merton Road”</p> <p>i) “Purchasers and/or tenants are advised that home/business mail delivery will be from designated <b>Community Mail Boxes</b> and that purchasers are to be notified by the developer/owner regarding the exact centralized mail box locations prior to the closing of any home sales. “</p> <p>j) “Purchasers are advised that the <b>schools</b> on sites designated for the Halton District School Board or Halton Catholic District School Board in the community are not guaranteed. Attendance in the area is not guaranteed. Pupils may be accommodated in temporary facilities and/or be directed to schools outside of the area.”</p> <p>k) “Prospective purchasers are advised that the HCDSB will designate pick up points for the children to meet the bus on roads presently in existence or other pick up areas convenient to the Board, and that you are notified that <b>school buses</b> will not enter cul-de-sacs and private roads.</p> <p>l) “Purchasers are advised that Town <b>Stormwater Management Ponds</b> will be subject to scheduled maintenance and periodic cleanout in accordance with Town requirements.”</p>	<p>HDSB HCDSB CP</p>
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	<p>m) “Purchasers are advised that <b>driveway entrance widenings</b> or modifications will not be permitted where they impact on the availability of on-street parking space. Property Owners must take note of the available parking space on their own private lot and purchase homes with knowledge that additional space for more personal / family vehicles may be limited or unavailable.”</p> <p>n) “Purchasers are advised that <b>Catholic school accommodation</b> may not be available for students residing in this area, and that you are notified that students may be accommodated in temporary facilities and/or bussed to existing facilities outside the area. Halton Catholic District School Board will designate pick up points for the children to meet the bus on roads presently in existence or other pick up areas convenient to the Board.”</p> <p>o) “Purchasers are advised that Public roads are expected to accommodate pedestrians, cyclists and vehicles of all types. Temporary and/or permanent <b>public parking along municipal roads</b> except laneways adjacent to any property can be made available for on-street parking by the public and is not reserved for use by the property Owner. This will be most evident in close proximity to parks, schools, laneways and commercial or mixed use districts where visitors to these locations will be encouraged to park on-street in accordance with municipal requirements as on-site parking space will be minimal or non-existent.</p> <p>p) “Purchasers are advised that there is the potential for high water pressures within the subdivision”</p> <p>In cases where offers of purchase and sale have already been executed, the Owner shall send a letter to all purchasers which includes the above statements.</p>	
	<b>CLOSING CONDITIONS</b>	
1	Prior to signing the final plan the <b>Director of Planning Services</b> shall be advised that all conditions have been carried out to the satisfaction of the relevant agencies, and that a brief but complete statement detailing how each condition has been satisfied has been provided.	OAK (PS)
2	Prior to signing the final plan the Director of Planning Services shall be advised by the <b>Regional Municipality of Halton</b> that their conditions have been carried out to their satisfaction with a brief but complete statement detailing how each condition has been satisfied.	OAK (PS) RMH (LPS)
3	Prior to the signing of the final plan the Director of Planning Services shall be advised by the <b>Conservation Halton</b> that their conditions have been carried out to their satisfaction with a brief but complete statement detailing how each condition has been satisfied.	OAK (PS) CH
4.	Prior to signing the final plan the Director of Planning Services shall be advised by the <b>Halton District School Board</b> that their conditions have been carried out to their satisfaction with a brief but complete statement detailing how each condition has been satisfied.	OAK (PS) HDSB
5.	Prior to signing the final plan, the Director of Planning Services shall be advised by the <b>Halton Catholic District School Board</b> that their conditions have been carried out to their satisfaction with a brief but complete statement detailing how the condition has been satisfied.	OAK (PS) HCDSB
6.	Prior to signing the final plan, the Director of Planning Services shall be advised by the <b>telecommunications provider</b> that their conditions have been carried out to their satisfaction with a brief but complete statement detailing how the condition has been satisfied.	OAK (PS) BC, Cogeco, Rogers
7.	Prior to signing the final plan the Director of Planning Services shall be advised by <b>Canada Post</b> that their conditions have been carried out to their satisfaction with a brief but complete statement detailing how each condition has been satisfied.	OAK (PS) CP

8.	Prior to signing the final plan, the Director of Planning Services shall be advised by <b>Oakville Hydro</b> that condition 96 has been carried out to their satisfaction with a brief but complete statement detailing how the condition has been satisfied.	OH
9.	Prior to signing the final plan, the Director of Planning Services shall be advised by <b>Union Gas/Enbridge Gas</b> that condition 38 has been carried out to their satisfaction with a brief but complete statement detailing how the condition has been satisfied.	UG/Enbridge
	<b>All of the above conditions shall be satisfied within 3 years of the granting of draft approval, being Day __, Month ____, 20xx.</b>	OAK (PS)

LEGEND – CLEARANCE AGENCIES

BC	Bell Canada
Cogeco	Cogeco Cable
CP	Canada Post
HCDSB	Halton Catholic District School Board
HDSB	Halton District School Board
CH	Conservation Halton
MTCS	Ministry of Tourism, Culture and Sport
OAK (A)	Town of Oakville – Planning Administration
OAK (F)	Town of Oakville – Finance
OAK (L)	Town of Oakville – Legal
OAK (TE)	Town of Oakville – Transportation and Engineering Department (formerly DE)
OAK (PS)	Town of Oakville – Current Planning Services
OAK (LR)	Town of Oakville – Long Range Planning
OAK (Z)	Town of Oakville – Building Services Department, Zoning Section
OAK (FD)	Town of Oakville – Fire Department
OAK (POS)	Town of Oakville – Parks and Open Space Department
OAK (EC)	Town of Oakville – Engineering and Construction Department
OAK (T)	Town of Oakville – Transit
OH	Oakville Hydro
RMH (LPS)	Regional Municipality of Halton – Legislative and Planning Services
Rogers	Rogers
UG/Enbridge	Union Gas/Enbridge Gas

NOTES:

- That the Owner shall obtain a Permit from Conservation Halton, pursuant to Ontario Regulation 162/06, for any development or site alteration within the regulated area including, but not necessarily limited to, dumping of fill, grading, stormwater outfalls, and watercourse crossings.
- The Owner should obtain the written approval of the Ministry of Natural Resources and Forestry (MNRF) for any work within significant habitat of endangered and threatened species, as per the **Endangered Species Act**, where necessary.
- The Owner should ensure that any vegetation removal take place outside of the nesting season, pursuant to the **Migratory Bird Convention Act**, where necessary.
- That the Owner shall obtain a site alteration permit under By-law 2008-124, as it may be amended from time to time or any successor thereto, prior to any earth moving activities. Matters to be addressed as part of the site alteration permit shall include but not be limited to confirmation of construction access, installation and maintenance of erosion and sediment controls, mud tracking, stabilisation, grading and seeding of non-development blocks.

5. The owner/applicant is to pay cash-in-lieu of parkland dedication, pursuant to Section 42 of the Planning Act and in accordance with the Towns By-law 2008-105. The owner / applicant is to contact the Town's Manager of Realty Services approximately 120 days and no later than 60 days prior to their intended date to draw the first above grade building permit for the proposed development or redevelopment, to arrange coordination of the necessary appraisal.
6. The required payments and contributions for water, wastewater and roads are payable in accordance with the terms and conditions set out in the applicable allocation program agreement in which the Single-Detached Equivalents are being reserved for the Owner.
7. The Owner will be required to pay all applicable Regional development charges in accordance with the Region of Halton Development Charges By-law(s), as amended. If a subdivision (or other form of development) agreement is required, the water, wastewater and road portions of the Regional development charges are payable upon execution of the agreement or in accordance with the terms and conditions set out in the agreement. In addition, commencing January 1, 2017 every owner of land located in Halton Region intended for residential development will be subject to the Front-ending Recovery payment. Residential developments on lands located in Halton Region that prior to January 1, 2017 are part of a Regional allocation program, or have an executed Regional/Local Subdivision or consent agreement, or have an executed site plan agreement with the Local Municipality, or received a notice in writing from the Local Municipality that all requirements under the Planning Act have been met, or obtained a building permit are not subject to the Front-ending Recovery Payment.

The above note is for information purpose only. All residential development applicants and every owner of land located in Halton Region assume all of the responsibilities and risks related to the use of the information provided herein.

Please visit our website at [www.halton.ca/developmentcharges](http://www.halton.ca/developmentcharges) to obtain the most current development charge and Front-ending Recovery Payment information, which is subject to change.

8. Fees are required by Halton Region for each extension to draft approval and for major revisions to the draft plan or conditions.
9. Please note the Owner should be made aware that Halton Region will have the following requirements at the time of registration of the subdivision:
  - Final draft M plans signed and dated by the Owner, Surveyor and initialled by the Town's Planner
  - Regional Registration fee
  - Registry Office review form
10. Education Development Charges are payable in accordance with the applicable Education Development Charge By-law and are required at the issuance of a building permit. Any building permits that are additional to the maximum yield that is specified by the Subdivision Agreement are subject to Education Development Charges prior to the issuance of a building permit, at the rate in effect at the date of issuance.