

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

**Town File No.'s: 24T-25001-1617**  
**Draft Plan Dated November 25, 2024**

**TOWN OF OAKVILLE CONDITIONS FOR FINAL APPROVAL AND  
FOR THE REGISTRATION OF THE DRAFT PLAN OF SUBDIVISION BY  
Garden Residences Corporation**

This approval applies to the draft plan of subdivision (24T-25001-1617) prepared by R. Avis Surveying Inc. dated November 25, 2024 illustrating 2 blocks. The conditions applying to the approval of the final plan for registration are as follows:

	<b>CONDITIONS TO BE MET PRIOR TO FINAL APPROVAL / REGISTRATION</b>	<b>CLEARANCE AGENCY</b>
1.	That the owner shall prepare and implement a <b>tree preservation plan</b> , prior to site alteration, to the satisfaction of Parks and Open Space Department. Further, the owner shall not disturb or remove trees without written permission from the Town.	OAK (EP, POS)
2.	That the Owner shall not install any municipal services on the site until the Owner has entered into a <b>Preservicing Agreement</b> or Site Plan Agreement with the Town. Pre-servicing may occur in accordance with the Town's pre-servicing policy.	OAK (DS)
3.	That the Owner provides a <b>certificate</b> signed by the surveyor 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.	OAK(A)
4.	That the Owner provides confirmation to the satisfaction of the Town's Finance Department that all outstanding <b>property taxes</b> have been paid prior to plan registration.	OAK(F)
5.	That the Owner enter into a standard form <b>site plan agreement</b> to the satisfaction of the Town to complete the development of Block 1.	OAK (PS,DS)
6.	That the Owner shall provide <b>digital discs of the registered plan of subdivision</b> with the following coordinate system UTM NAD 83 Zone 17 with approved delineated features to the Regional Municipality of Halton and the Town of Oakville prior to registration of the plan.	OAK (DS) RMH (LPS)
7.	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.	OAK (DS)

	Exemptions and alternatives to this can only be granted by the Planning and Development Department.	
8.	That the Owner shall <b>dedicate Block 2 to the Corporation of the Town of Oakville</b> free of charge and with clear title (free and clear of encumbrances) and any necessary easements. A Certificate of Title shall be provided, in a form satisfactory to the Town.	OAK (PS, DS, L)
9.	<p>The owner enter into an agreement(s) with the Town to satisfy all requirements: financial; engineering; and otherwise of the Town of Oakville including but not limited to, urbanization and adjustment of public roads and boulevards, street trees, the installation of curbs, sidewalks, services, drainage, the provision of roads, watermain, wastewater mains, stormwater facilities and utilities to the satisfaction of the Director of Planning and Development. External works are anticipated on Lakeshore Road West and Garden Drive adjacent to the Site and are to be finalized through the Site Plan design process. The works are to be secured through the Site Plan Agreement related to the subject property.</p> <p>The applicant/owner acknowledges that Site Plan Approval is required prior to proceeding with any internal or external works related to the development.</p>	OAK (PS, DE, L)
10.	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
11.	Prior to registration of the plan, the Owner shall make satisfactory arrangements with Enbridge Gas Inc. (Enbridge Gas) to provide the <b>necessary easements and/or agreements required by Enbridge Gas</b> for the provision of local gas service for this project. Once registered, the owner shall provide these easements to Enbridge Gas at no cost, in a form agreeable and satisfactory to Enbridge Gas.	Enbridge Gas
12.	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 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).	BC (Cogeco)
13.	The owner agrees to place the following notification in all offers of purchase and sale for all lots/units and in the Town's subsequent agreements, to be registered on title:	HCDSB

	<p>a. Prospective purchasers are advised that Catholic school accommodation 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 bused to existing facilities outside the area.</p> <p>b. 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 school busses will not enter cul-de-sacs and private roads.</p> <p>In cases where offers of purchase and sale have already been executed, the owner is to send a letter to all purchasers which include the above statements.</p>	
14.	That the owner agrees to the satisfaction of the HCDSB, to erect and maintain signs at all major entrances into the new development advising prospective purchasers that if a permanent school is not available alternative accommodation and/or busing will be provided. The owner will make these signs to the specifications of the HCDSB and erect them prior to final approval.	HCDSB
15.	<p>The owner agrees to place the following notification in all offers of purchase and sale for all lots/units and in the Town's subdivision agreement, to be registered on title:</p> <p>a. Prospective purchasers are advised that pupils may be accommodated in temporary facilities and/or be directed to schools outside of the area. School attendance areas are subject to change and/or student redirections can be implemented to accommodate students outside of their community to address immediate school accommodation pressures.</p> <p>b. Prospective purchasers are advised that school busses will not enter cul- de- sacs and pick up points will be generally located on through streets convenient to the Halton Student Transportation Services (HSTS). Additional pick up points will not be located within the subdivision until major construction activity has been completed.</p> <p>That in cases where offers of purchase and sale have already been executed, the owner sends a letter to all purchasers which include the above statement.</p>	HDSB
16.	That the developer agrees that, should the development be phased, a copy of the phasing plan must be submitted prior to final approval to the Halton 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
17.	That the Owner shall supply, erect and maintain signs at all major entrances into the new development advising prospective purchasers that pupils may be directed to schools outside of the area. The Owner will make these signs to the specifications of the Halton District School Board and erect them prior to the final approval.	HDSB
18.	That a copy of the approved sidewalk plan, prepared to the satisfaction of the Town of Oakville be submitted to the Halton District School Board.	HDSB

19.	The Owner shall provide Halton District School Board a geo-referenced AutoCAD file of the Draft M-plan once all Lot and Block numbering has been finalized. 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
20.	The development shall be subject to full municipal water and sanitary sewer services to the satisfaction of the Region of Halton.	RMH (LPS)
21.	That prior to registration the Owner is required to provide digital copies of the registered plan of subdivision in AutoCAD 2012 or later version with the following coordinate system NAD 83 / UTM Zone 17 to the Regional Municipality of Halton and the Town of Oakville.	RMH (LPS)
22.	That prior to registration Owner shall submit to the Town of Oakville Planning Services Department digital copies of the final draft plan of subdivision along with applicable Land Registry Office Appendix D form for sign off. Upon acceptance, the town will forward these materials to the Region of Halton for final sign off.	RMH (LPS)
23.	The Owner agrees that should the development be phased, a phasing plan 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)
24.	The Owner shall prepare a detailed engineering submission to be submitted to the Regional Development Project Manager for review and approval prior to the preparation of the Regional subdivision agreement.	RMH (LPS)
25.	That the owner acknowledges, in writing, that registration of all or part of this plan of subdivision may not take place until notified by the Region's Development Project Manager that sufficient water capacity exists to accommodate this development.	RMH (LPS)
26.	That the Owner is required to submit a revised Functional Servicing Report, according to the standards of the Region of Halton, that outlines in detail the proposed servicing of this property and that includes analysis and/or calculations that demonstrate that the existing sanitary sewer system in the area can accommodate the proposed development.	RMH (LPS)
27.	The Owner acknowledges, in writing, that registration of all or part of this plan of subdivision may not take place until notification by the Region's Development Project Manager that sufficient Wastewater Plant capacity exists to accommodate this development.	RMH (LPS)

28.	That the Owner acknowledges, in writing, that registration of all or part of this plan of subdivision may not take place until notification by the Region's Development Project Manager that sufficient storage and pumping facilities and associated infrastructure relating to both water and wastewater are in place.	RMH (LPS)
29.	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)
30.	The Owner agrees to conduct a survey of the static water level 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)
31.	The Owner agrees to conduct a survey of the property to identify all existing wells related to the former use of the lands. The owner further agrees to decommission any existing wells 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)
32.	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)
33.	The Owner shall enter into a subdivision agreement 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.	RMH (LPS)
34.	The development shall be subject to full municipal water and sanitary sewer services to the satisfaction of the Region of Halton.	RMH (LPS)
35.	That the Owner acknowledges, in writing, that the developer will be fully responsible for collection and disposal of all waste until the developer is able to confirm that the development has reached 90% occupancy and demonstrate that a waste collection truck is able to safely and consistently perform collection services without obstruction or delay, to the satisfaction of the Region.	

36.	The Owner acknowledges, in writing, they will provide a letter to all tenants/owners within the development which clearly communicates the details of the Waste management system that will be provided by the Developer and when Region collection will begin, to the satisfaction of Halton Region. This includes that waste collection for the proposed development will not commence until the proposed development is 90% occupied and that a Waste collection truck is able to safely and consistently perform collection services without obstruction or delay. The owner shall provide a copy of the letter, which clearly communicates the details of the Waste management system, addressed to all tenant/owners within the development, to the satisfaction of Halton Region.	RMH (LPS)
	<b>CLOSING CONDITIONS</b>	
37.	Prior to signing the final plan the <b>Director of Planning and Development</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)
38.	Prior to signing the final plan the Director of Planning and Development shall be advised by the <b>Regional Municipality of Halton</b> that conditions 20-36 have been carried out to their satisfaction with a brief but complete statement detailing how each condition has been satisfied.	OAK (PS) RMH (LPS)
39.	Prior to signing the final plan the Director of Planning and Development shall be advised by the <b>Halton District School Board</b> that conditions 15-19 inclusive have been carried out to their satisfaction with a brief but complete statement detailing how each condition has been satisfied.	OAK (PS) HDSB
40.	Prior to signing the final plan, the Director of Planning and Development shall be advised by the <b>Halton Catholic District School Board</b> that conditions 13-14 have been carried out to their satisfaction with a brief but complete statement detailing how the condition has been satisfied.	OAK (PS) HCDSB
41.	Prior to signing the final plan, the Director of Planning and Development shall be advised by the <b>telecommunications provider</b> that condition 12 has been carried out to their satisfaction with a brief but complete statement detailing how the condition has been satisfied.	OAK (PS) BC, Cogeco, Rogers
42.	Prior to signing the final plan the Director of Planning and Development shall be advised by <b>Canada Post</b> that condition 10 has been carried out to their satisfaction with a brief but complete statement detailing how each condition has been satisfied.	OAK (PS) CP
43.	Prior to signing the final plan, the Director of Planning and Development shall be advised by <b>Enbridge Gas</b> that condition 11 has been carried out to their satisfaction with a brief but complete statement detailing how the condition has been satisfied.	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)
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## 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
MECP	Ministry of Environment, Conservation and Parks
MNRFP	Ministry of Natural Resources, Forestry and Parks
MTCS	Ministry of Tourism, Culture and Sport
OAK (A)	Town of Oakville – Planning Administration
OAK (EP)	Town of Oakville – Environmental Planning
OAK (F)	Town of Oakville – Finance
OAK (FD)	Town of Oakville – Fire Department
OAK (L)	Town of Oakville – Legal
OAK (POS)	Town of Oakville – Parks and Open Space Department
OAK (PS)	Town of Oakville – Current Planning and Development
OAK (T)	Town of Oakville – Transit
OAK (DS)	Town of Oakville – Planning and Development/Development Services
OAK (TE)	Town of Oakville – Transportation and Engineering
OAK (Z)	Town of Oakville – Building Services Department, Zoning Section
OH	Oakville Hydro
RMH (LPS)	Regional Municipality of Halton – Legislative and Planning Services
Rogers	Rogers
Enbridge	Enbridge Gas

## **NOTES:**

1. 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.

2. The Owner should obtain authorization from Fisheries and Oceans Canada(DFO) for the Harmful Alteration, Disruption or Destruction of Fish Habitat, pursuant to the **Fisheries Act**, where necessary.
3. The Owner should obtain the written approval of the Ministry of Environment, Conservation and Parks(MECP) for any work within significant habitat of endangered and threatened species, as per the **Endangered Species Act**, where necessary.
4. The Owner should obtain the written approval of the Environment and Climate Change Canada or Fisheries and Oceans Canada for any work within significant habitat of endangered and threatened species, as per the **Species at Risk Act**, where necessary.
5. The Owner should ensure that any vegetation removal take place outside of the nesting season, pursuant to the **Migratory Bird Convention Act**, where necessary.
6. The Owner should obtain the written approval of the Ministry of Natural Resources and Forestry (MNRF) for any work pursuant to **the Lakes and Rivers Improvement Act**, where a dam or blockage of the watercourse is proposed, where necessary
7. 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.
8. The owner is to enter into satisfactory arrangements with the Town related to the payment of Parkland / Cash in Lieu in accordance Section 42 of the Planning Act and the Town's By-law 2022-108 and the payment of a Community Benefit Charge (if applicable) in accordance with By-law 2022-069 The owner is to contact the Towns Manager of Realty Services no later than 90 days prior to their intended date to draw the first building permit for the proposed development or redevelopment, to arrange coordination of the necessary appraisal.
9. 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.
10. 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.

11. Fees are required by Halton Region for each extension to draft approval and for major revisions to the draft plan or conditions.
12. 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
  - LRO Confirmation Email of LRO Pre-approval and PX number
13. 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.

