

APPENDIX F –
MATTERS TO BE DEALT WITH
IN THE SUBDIVISION AGREEMENT
OR THROUGH TOWN STANDARDS

Town File No.: 24T-17006/1718
Draft Plan Dated February 11th, 2019

This approval applies to the draft plan of subdivision (24T-17006/1718 prepared by KLM Planning Partners Inc. dated February 11th, 2019 illustrating 5 blocks, 1 public street and 18 lots. The conditions that will be incorporated into the Subdivision Agreement are as follows:

| CONDITIONS TO BE INSERTED INTO SUBDIVISION AGREEMENTS (Town and/or Regional Municipality of Halton) | CLEARANCE AGENCY |
|--|-----------------------------|
| 1. The Owner acknowledges that the Town may require redline revisions 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) |
| 2. That the Owner acknowledges that any eligible Development Charge reimbursements will be in accordance with the Town's Development Charge By-law. The Owner agrees to submit progress reports for any Development Charge reimbursable 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) |
| 3. The Owner acknowledges that work completed on behalf of the Town 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 (DE)(F) |
| 4. The Owner agrees to provide notice to prospective purchasers upon the completion and approval of the Composite Utility Plan 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 (DE) |
| 5. That the Owner's engineer provide certification that all Erosion and Sediment Controls are in a state of good repair and Stormwater outfalls are operational to the satisfaction of the Development Engineering Department prior to building permit issuance. | OAK (DE) |
| 6. That the Owner agrees to construct stormwater management facilities according to the approved plans and reports for this subdivision. 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 Engineering 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 (DE) |
| 7. That storm sewerage, lot grading and street grading must be in conformity with | OAK (DE) |

- the Town of Oakville's **Storm Drainage Policies and Criteria Manual** and to the satisfaction of the Development Engineering Department, in accordance with the Development Engineering Procedures and Guidelines Manual.
8. The Owner agrees to pay for **electricity supplied to light the streets** 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 (DE)
 9. The Owner shall agree to **deposit mylars and digital discs** (.dwg file format) of the registered plan of subdivision to the satisfaction of the Town. OAK (DE)
 10. That the Owner agrees to pay for and install all required **temporary signage** 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 (DE)
 11. That the Owner agrees to pay for and install all **permanent signage** 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 (DE)
 12. That the Owner agrees within the subdivision agreement to deliver to the Town the following materials to accommodate **PSAB requirements** (hereinafter in this section referred to as the "Materials") within the times herein provided: OAK (DE)
 - 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");
 - 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
 - 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.
 13. That the Owner agrees that all **roadways** 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 Engineering. OAK (DE)
 14. In the event that required subdivision land use and **notice signage** 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 (DE)
 15. That the Owner satisfies the **telecommunications** 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 (DE)
 16. That the Owner shall provide in each of the sales offices a **large coloured map**, 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 OAK (DE)

- the Oakville Planning Services Department.
17. That the Owner install a 1.2 metre high black vinyl coated chain link fence, or equivalent barrier as approved by the Town, along the common boundary line, setback 0.15 metres on Town property, between the Park/Buffer Block (Block 21) and Lots 9, 10 and 11. The fence must be installed prior to occupancy on adjacent lots in order to ensure there is no encroachment by the builder or homeowner into the Park/Buffer Block (Block 21) to the satisfaction of the Planning Services Department, Development Engineering Department, Conservation Halton and Parks and Open Space Department. And further that the Owner provide a legal survey, prepared and signed by an OLS), confirming the location of all fencing installed in 100% on public property and also confirming that there are no known encroachments at the time of assumption. OAK (PS, POS, DE) CH
 18. That the Owner retain the services of a landscape architect in good standing with the OALA from a roster of prequalified landscape architectural consultants and agrees to provide for the preparation and submission of landscape plans including planting, grading, sodding, fencing and the design of park facilities together with cost estimates for the open space system including parkland, walkways and further, that the applicant finance the provision of the park facilities and the implementation of the landscape plans to the satisfaction of the Planning Department, Parks and Open Space Department and Development Engineering and in accordance with the Town's Development Charges By-law. OAK (POS, DE)
 19. That the Owner agrees at their cost to implement a **municipal tree planting program** 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 Engineering Department and in accordance with the latest Town standards and specifications within the final and approved North Oakville Urban Forest Strategic Management Plan. OAK (DE, POS)
 20. That the Owner agrees to submit prior to Assumption an inventory of all **existing municipal trees and planted trees** by species, size, tree attributes, and x/y coordinates in a digital format acceptable to the Parks and Open Space Department and Development Engineering. OAK (POS, DE)
 21. That the Owner warranty all **boulevard street trees** 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. OAK (DE, POS)
 22. That the Owner agrees to place **topsoil** on lots, boulevards and parkland in accordance with approved Town standards. OAK (POS, DE)
 23. That the Owner agrees to not store **construction materials** on vacant lots and/or open space blocks that abut lots which are occupied by homeowners. OAK (DE, POS)
 24. 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 **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 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 (DE)
 25. That the Owner acknowledges that development shall be subject to full **municipal water and sanitary sewer services** to the satisfaction of the Regional Municipality of Halton. RMH (LPS)
 26. **School Boards**
That the Owner agrees that a **clause** will be inserted into all offers of purchase, sale or lease for residential units, that "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 bussed to existing facilities outside the area". Further, the clause will specify that the "Halton Catholic District School Board will designate pick up points for the children to meet the bus on roads presently HCDSB

- 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.” In cases where offers of purchase and sale have already been executed, the owner is to send a letter to all purchasers, which includes the above statements.
27. That the Owner agrees that a **clause** will be inserted into all offers of purchase, sale or lease for residential units, that “prospective purchasers are advised that pupils may be accommodated in temporary facilities and/or directed to schools outside the area”. Further, the clause will specify that the “school busses will not enter cul-de-sacs and pick up points will generally be located on through streets convenient to the Halton Student Transportation Services.” In cases where offers of purchase and sale have already been executed, the owner is to send a letter to all purchasers, which includes the above statements. HDSB
 28. That the Owner shall submit a copy of the **approved sidewalk plan**, prepared to the satisfaction of the Town of Oakville, to the Halton District School Board and Halton Catholic District School Board. OAK (DE)
HDSB
HCDSB
 29. That the Owner provides the Halton Catholic and Halton District School Boards a **geo-referenced AutoCAD file** 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. HCDSB
 30. That the Owner agrees to 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 respective School Board and erect them prior to the issuance of building permits. HCDSB
 31. The Owner agrees that they are responsible, at their sole expense, for **securing all necessary approvals** as required from the Federal Department of Fisheries and Oceans ("DFO") or the Ministry of Natural Resources and Forestry (MNRF), as necessary, for the purpose of constructing shoreline protection works and construction / maintenance access in accordance with the design as approved by the Town and Conservation Halton. CH
 32. That the Owner agrees that **native non-invasive species** shall be planted in accordance with Conservation Halton Landscaping Guidelines for all lands within Conservation Halton’s regulated area. CH
 33. That the Owner agrees that **existing native vegetation**, including trees and shrubs, along the shoreline shall be retained to the extent possible, and be naturalized back to the existing state or enhanced in accordance with Conservation Halton’s Landscaping and Tree Preservation Guidelines following construction of shoreline protection works, to the satisfaction of Conservation Halton. CH
 34. That the Owner agrees to submit monthly (or after significant rainfall equal or greater than 10mm or snowmelt events) **sediment and erosion control reports** during construction to the satisfaction of Conservation Halton and the Town of Oakville. CH
 35. That the Owner agrees that any **exposed soil within the shoreline erosion hazard**, as a result of construction of shoreline protection works or rehabilitation works, will be seeded or otherwise stabilized within 24 hours of exposure to minimize the transport of sediment downstream. CH
 36. That the Owner ensures that there are no **in-water works** undertaken during the fisheries window as defined by the Ministry of Natural Resources and Forestry (MNRF) and Conservation Halton. CH
 37. That the Owner agrees that no **fill from the site** may be dumped on or off-site in an area regulated by a Conservation Authority without the prior written permission of the appropriate Conservation Authority. CH
 38. That the Owner agrees to not **stockpile fill** within Blocks 21 and 22 and Lots 9, 10 and 11 without prior written approval from Conservation Halton. CH

39. That the Owner agrees to post **acceptable securities** 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 plans including the rehabilitation of any buffer block or shoreline protection block to the satisfaction of Conservation Halton and the Town of Oakville which may be disturbed during the development of the subdivision. OAK (DE)
CH
40. That the Owner agrees to supply, erect and maintain signs 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
41. The Owner 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
42. The Owner agrees to provide the location of all Community Mail Boxes on the approved **Composite Utility Plan** to the satisfaction of the Town and Canada Post. CP
43. The Owner agrees to install **concrete pads at each of the Community Mailbox** locations as well as any required walkways across the boulevard and any required curb depressions for wheelchair access as per Canada Post's concrete pad specification drawings. CP
44. The Owner agrees to prepare and maintain an area of **compacted gravel** to Canada Post's specifications to serve as a temporary Community Mailbox location. This location will be in a safe area away from construction activity in order that Community Mailboxes may be installed to service addresses that have occupied prior to the pouring of the permanent mailbox pads. This area will be required to be prepared a minimum of 30 days prior to the date of first occupancy. CP
45. The Owner agrees to communicate to Canada Post the excavation date for the first foundation (or first phase) as well as the expected date of first occupancy. CP
46. 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 **Community Mail Boxes** within the development, as approved by Canada Post and the town. Further, the Owner agrees to inform all homebuyers of the process to initiate mail delivery for their new home address CP
47. That the Owner agrees to include in all **offers of purchase and sale** a statement, which advises the prospective new home purchaser that mail delivery will be from a designated Community Mailbox, and to include the exact locations of each of these Community Mailbox locations; and further, advise any affected homeowners of any established easements granted to Canada Post. CP
48. The Owner will be responsible for officially notifying the purchasers of the exact Community Mailbox locations prior to the closing of any home sales with specific clauses in the Purchase offer, on which the homeowners do a sign off. CP
49. That the Owner acknowledge its responsibility to up-front the cost of any extension to the **electrical distribution system**. OH
50. That the Owner agrees to place the following **notification in all offers of purchase and sale** for all lots and/or units and in the Town's subdivision agreement to be registered on title: OAK (PS, DE)(POS)
CH
HDSB
- a) "Purchasers and/or tenants of lots 8 & 9 are advised that they about a **Walkway Block** which will allow for public access." HCDSB
CP
- b) "Purchasers and/or tenants of lots or units adjacent to or near any parkland and open space are advised that these parks, in whole or in part, may be vegetated to create a natural setting. Be advised that, in these areas, the Town may not carry out **routine maintenance** such as grass and weed cutting."

- c) “Purchasers and/or tenants of lots or units adjacent parkland are advised that these **open space areas** will be used for general active and passive public recreation and leisure uses, including but not limited to walkways (lit and unlit), bikeways, playgrounds, trails, splash pad, and/or multi-use courts. In addition to daytime use, park facilities may be used in the evenings and on weekends.”
- d) “Purchasers are advised that the Town of Oakville’s current **street tree planting standards**, 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.”
- e) “Purchasers are advised that **winter maintenance** and snow plowing from public streets and laneways will be done in accordance with the Council approved protocol and policies for snow removal.”
- f) “Purchasers and/or tenants are advised that the homeowner’s builder is responsible for the timing and coordination of **rectifying lot grading** matters which occur prior to assumption.”
- g) “Purchasers and/or tenants are advised that prior to the placement of any **structures in side and rear yards**, 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.”
- h) “Purchasers and/or tenants are advised that **private landscaping** 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.”
- i) “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 **swales and rear lot catch basins**.”
- j) “Purchasers are advised that any **unauthorized alteration of the established lot grading** and drainage patterns by the homeowner may result in negative drainage impacts to their lot and/or adjoining lots.”
- k) “Purchasers and/or tenants are advised that home/business mail delivery will be from designated **Community Mail Boxes** 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. “
- l) “Purchasers are advised that the **schools** 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.”
- m) “Purchasers are advised that **school buses** will not enter a cul-de-sac and pick-up points will be generally located on through streets convenient to the Halton Student Transportation Services. Additional pick-up points will not be located within the subdivision until major construction activity has been completed.”
- n) “Purchasers are advised that **driveway entrance widenings** 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.”

- o) “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 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) “Purchasers are advised that Public roads are expected to accommodate pedestrians, cyclists and vehicles of all types. Temporary and/or permanent **public parking along municipal roads** 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.
- q) Purchasers of lots 9, 10 and 11 adjacent to the Park/Buffer Block (Block 21), are advised that their property is **partially regulated by Conservation Halton** and that development on site will be required to adhere to Conservation Halton Policies and may require a Conservation Halton Permit.

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.

LEGEND – CLEARANCE AGENCIES

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|-----------|---|
| BC | Bell Canada |
| Cogeco | Cogeco Cable |
| CP | Canada Post |
| HCDSB | Halton Catholic District School Board |
| HDSB | Halton District School Board |
| CH | Conservation Halton |
| OAK (A) | Town of Oakville – Planning Administration |
| OAK (F) | Town of Oakville - Finance |
| OAK (DE) | Town of Oakville – Development Engineering Department |
| OAK (PS) | Town of Oakville – Current Planning Services |
| OAK (Z) | Town of Oakville – Building Services Department, Zoning Section |
| 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 |
| RMH (LPS) | Regional Municipality of Halton – Legislative and Planning Services |
| OH | Oakville Hydro |