

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

Town File No.'s: 24T-20008/1411
Draft Plan Dated
January 12, 2021

This approval applies to the draft plan of subdivision (24T-20008/1411) prepared by J.H. Gelbloom Surveying Limited dated January 12, 2021 illustrating 6 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)		<i>CLEARANCE AGENCY</i>
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 agrees to submit a revised Planning Statistics Spreadsheet to the satisfaction of Planning Services based upon the registration of M-Plans.	OAK (PS)
3.	That the Owner agrees that development of Lot 1 as shown on the draft plan of subdivision shall be subject to site plan approval. The intention of the scoped site plan approval for Lot 1 is to review and confirm that the north side elevation in general conformity with the final and approved Urban Design Brief dated November 2020.	OAK (PS)
4.	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)
5.	The Owner agrees to design and install a 1.5m municipal concrete sidewalk, to align with the existing sidewalk on Eighth Line, constructed to Town standards and to the satisfaction of the Director of Transportation, Engineering and Development	OAK (DE)(T)
6.	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)
7.	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)
8.	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)
9.	That storm sewerage, lot grading and street grading must be in conformity with 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.	OAK (DE)

10. 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)
11. 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)
12. 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)
13. 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 the Oakville Planning Services Department. OAK (DE)
14. 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. OAK (DE, POS)
15. That the Owner agrees to submit **prior to Assumption** 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 Engineering. OAK (POS, DE)
16. That the Owner agrees to prepare and implement a **Street tree planting plan** to the satisfaction of the Development Engineering, and Parks and Open Space, along Eighth Line and Woodridge Way. OAK (DE)
17. 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)
18. That the Owner agrees to place **topsoil** on lots, boulevards and parkland in accordance with approved Town standards. OAK (POS, DE)
19. 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 engineering plans. OAK (DE)
20. 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)
21. That the Owner provides a **fire break plan** and other fire prevention measures to the satisfaction of the Town of Oakville, where necessary. OAK (FD)
22. 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)
23. That the Owner agrees that **pre and post development storm water flows** 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)

24. 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)
25. 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)
HCDSB
26. That the Owner provides the Halton District School Board 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
27. That the Owner agrees to erect and **maintain signs** at all major entrances into the new development advising prospective purchasers that if 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
28. 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: HDSB
HCDSB
- a. Prospective purchasers are advised 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.
 - 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.
29. 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 HDSB and HCDSB. 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
30. That the Owner agrees to ensure that all new home buyers will be officially notified of the exact **Community Mail Box** 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
31. 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
32. 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. Further, the Owner agrees to inform all homebuyers of the process to initiate mail delivery for their new home address. CP
33. The Owner agrees to provide a suitable and safe temporary site for **Community Mail Box** 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 CP

process. This location must be set up a minimum of 30 days prior to first occupancies.

34.

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 **telecommunication facilities** are situated and one or more conduits from the room(s) in which the telecommunication facilities are located to the street line.

BC /Cogeco
35.

That the Owner acknowledge its responsibility to up-front the cost of any extension to the **electrical distribution system**.

OH
36.

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
HCDSB
CP

a)

“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.”

b)

“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.”

c)

“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.”

d)

“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.”

e)

“Purchasers and/or tenants are advised that **private landscaping** is not permitted to encroach within the Town’s road allowance. Any unauthorised encroachments are to be removed by the homeowner prior to Assumption.”

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 **swales and rear lot catch basins**.”

g)

“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.”

h)

“Purchasers are advised that the following street(s) in the area may be designated as **interim or permanent bus routes**, and that bus stops and shelters may be installed along the street(s): Eighth Line and Woodridge Way”

i)

“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. “

j)

“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.”

- k) “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.”
- l) “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.”
- m) “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.
- n) “Purchasers are advised that there is the potential for high water pressures within the subdivision”

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

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 (DE)	Town of Oakville – Development Engineering Department
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
UG	Union Gas