

APPENDIX B

CONDITIONS OF DRAFT PLAN APPROVAL

**Town File No.: File 24T-16008/1410
Draft Plan Dated December 19, 2017**

**TOWN OF OAKVILLE CONDITIONS OF DRAFT APPROVAL
FOR THE REGISTRATION OF DRAFT PLAN OF SUBDIVISION 24T-16008/1410**

This approval applies to the draft plan of subdivision (24T-16008/1410) prepared by Bousfields Inc. dated December 19, 2017 illustrating 48 development lots and 1 walkway block. The conditions applying to the approval of the final plan for registration are as follows:

<i>CONDITIONS</i>	<i>CLEARANCE AGENCY</i>
CONDITIONS TO BE MET PRIOR TO PREGRADING OR PRE-SERVICING	
1. That the Owner shall carry out a heritage resource assessment (archaeological survey) of the subject property and, if recommended, mitigate/salvage/excavate any significant resources to the satisfaction of the Regulatory Operations Unit of the Ministry of Tourism, Culture and Sport. No grading or other soil disturbance shall take place on the subject property prior to the letter of release from the Regulatory Operations Unit of the Ministry of Tourism, Culture and Sport, being submitted to the Town of Oakville and the Regional Municipality of Halton.	MTCS RMH (LPS)
2. That the Owner shall have an Environmental Audit undertaken by a qualified professional engineer to ensure that the land is suitable for the proposed use. If in the opinion of the professional engineer, the Environmental Audit indicates the land may not be suitable for the proposed uses, the engineer must so advise the Town of Oakville and Regional Municipality of Halton. The Owner undertakes to do further investigative studies and to do all work required to make the lands suitable for the proposed use and any land to be conveyed to the Town including roads, stormwater management facilities, parks and the natural heritage system.	OAK (DE) RMH (LPS)
3. That the owner shall prepare and implement a tree preservation plan, prior to site alteration, to the satisfaction of and the Development Engineering Department. Further, the owner shall not disturb or remove trees without written permission from the Town.	OAK (DE)
4. That the Owner shall not install any municipal services on the site until the Owner has entered into a Preservicing Agreement or Subdivision Agreement with the Town. Pre-servicing may occur in accordance with the Town's pre-	OAK (DE)

servicing policy.

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5. That the Owner shall select a control architect who shall ensure all development which is exempt from the 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: OAK (PS)
- a) 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;
 - b) the control architect acknowledges the final Urban Design Brief prepared for this subdivision and agrees to implement the same;
 - c) 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;
 - d) 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;
 - e) the control architect will discuss with Town staff any identified issues; and
 - f) the control architect will submit stamped/signed drawings with the building permit application in accordance with the foregoing.
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6. The Owner shall submit **elevation drawings** (for all elevations of each model), **floor plans** (for all levels of each model), and **siting plans** for all models on lots not subject to Site Plan Approval to Planning Services Urban Design staff 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)
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7. The Owner shall submit for approval a **community information package** for the surrounding community that includes information about the proposed development such as a general overview of the development, construction schedule, hours of work, worker parking plans, construction fencing, vehicle routes, final perimeter fencing, etc. to the Planning Services Department. The Owner agrees to distribute the approved packages to the surrounding neighbourhood prior to commencement of work on the site. OAK (PS)
OAK (DE)
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CONDITIONS TO BE MET PRIOR TO FINAL APPROVAL / REGISTRATION

8. TOWN OF OAKVILLE

That the Owner shall provide confirmation to the satisfaction of the Town’s Finance Department that **all outstanding property taxes and outstanding debts** have been paid prior to plan registration. OAK(F)

9. That the Owner shall provide a **certificate 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(DE)

10. That the Owner enter into a standard form **subdivision agreement** 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, Transcanada Pipelines Limited (TCPL) requirements, homeowner warning clauses, etc. OAK (PS)(DE)

11. That the Owner shall **dedicate all lands to be conveyed to the Town, Regional Municipality of Halton or other authority** 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, Region or other authority. OAK(DE, L) RMH (LPS)

12. That the owner prepare and agree to **implement the following studies** to the satisfaction of the Town (and the Regional Municipality of Halton where applicable): OAK(DE) (T)

- Traffic Impact Study, including any required updates
- Traffic and Parking Management Plan
- Transit Facilities Plan
- Street Signage and Pavement Marking Plan
- Functional Design Study
- Composite Utility Plan

13. That the Owner shall provide **digital discs of the registered plan of subdivision** 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. OAK (DE) RMH (LPS)

14. That the Owner shall provide the Town, together with the final plan, **a list of lot and block widths, depths and areas prepared by an Ontario Land Surveyor**, to ensure all lot and blocks meet or exceed the minimum OAK(Z)

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.

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| 15. | That prior to registration of the plan, the Owner’s surveyor shall submit to the Town horizontal co-ordinates of all boundary monuments . 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. | OAK (EC) |
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| 16. | That all public streets within the subdivision be named to the satisfaction of the Engineering and Construction Department and in accordance with Street Names for Public Roads procedure. | OAK (EC) |
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| 17. | 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. A redlined revision may also be required to convey suitable easement(s) or block(s) for the purposes of the construction and maintenance of a storm sewer and/or an emergency overland flow route. | OAK (PS)(DE) |
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| 18. | The Owner agrees to not undertake any re-grading of lands or stockpiling of fill without prior approval and to the satisfaction of the Development Engineering Department and by the Parks and Open Space Department. | OAK (DE) |
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| 19. | The Owner shall submit to the Planning Services Department six (6) folded copies of the final draft plan of subdivision 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) |
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20.	HALTON DISTRICT SCHOOL BOARD	HDSB
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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:

- a) Prospective purchasers are advised that pupils may be accommodated in temporary facilities and/or be directed to schools outside of the area.
- 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. Additional pick up points will not be located within the subdivision until major construction activity has been completed.

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.

21. **HALTON CATHOLIC DISTRICT SCHOOL BOARD** HCDSB

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:

- 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 bussed 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.

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 statement.

22. **HALTON DISTRICT SCHOOL BOARD & HALTON CATHOLIC DISTRICT SCHOOL BOARD** HDSB
HCDSB

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.

23. That a copy of the approved **sidewalk plan**, prepared to the satisfaction of the Town of Oakville be submitted to the HDSB and HCDSB. HDSB
HCDSB

24. The Owner shall provide the HDSB and HCDSB 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. HCDSB

25. That the owner agrees in the subdivision agreement to the satisfaction of the HDSB and 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 HDSB and HCDSB and erect them prior to the issuance of building permits. HDSB
HCDSB

26. **REGIONAL MUNICIPALITY OF HALTON** RMH (LPS)

The Owner agrees that should the development be phased, the Owner shall submit a **phasing plan** prior to final approval of the first phase. The phasing plan will indicate the sequence of development, the land are in hectares, the number of lots and blocks for which 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.

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| 27. | The Owner's surveyor shall submit to Halton Region, a digital disk showing horizontal co-ordinates of all boundary monuments for the approved draft plan of subdivision. These co-ordinates must be to real 6 degree UTM co-ordinates, NAD 83 datum. | RMH (LPS) |
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| 28. | 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) |
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| 29. | 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) |
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| 30. | 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) |
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| 31. | 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) |
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| 32. | 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) |
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| 33. | The development shall be subject to full municipal water and sanitary sewer services to the satisfaction of the Region of Halton. | RMH (LPS) |
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| 34. | 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) |
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| 35. | That the Owner is required to decommission any existing water service or sanitary service lateral to be disconnected from the system and abandoned and that these be decommissioned per the standards and specifications of the Region of Halton. | RMH (LPS) |
| 36. | That easements be provided for any watermains and/or sanitary sewers internal and/or external to the site that are not located in an existing road right-of-way and that these easements be dedicated to the Region of Halton for the purpose of watermain and/or sanitary sewer protection; these easements shall be dedicated with clear title (free & clear of encumbrances) and a certificate of Title shall be provided, in a form satisfactory to the Director of Legal Services and Corporate Counsel. | RMH (LPS) |
| 37. | That the Owner undertakes to make the necessary arrangements to abandon and decommission the existing rear yard watermain in its entirety that is located on the south side of the subject property as per the standards and specifications of the Region of Halton. | RMH (LPS) |
| 38. | That the Owner undertakes the transfer, release and abandonment of the existing Regional watermain easement within the limit of the subject property. The applicant is required to administer and coordinate the transfer, release and abandonment of this existing Regional easement and is responsible for all costs associated with the process of the release and abandonment process for this easement including but not limited to survey plans, legal costs, registration costs, etc. | RMH (LPS) |
| 39. | That the Owner is required to submit a revised Functional Servicing Report prior to engineering drawing submission indicating that the sizing of the existing sanitary sewer from Ex. MH 43 to Ex. MH 44 will be revisited at the detailed design stage of the project, to the satisfaction of Halton Region. | RMH (LPS) |
| 40. | CANADA POST | CP |
| | 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 Community Mail Boxes (CMB) as required by Canada Post Corporation, prior to registration of the plan. | |
| 41. | UNION GAS | UG |
| | That the Owner shall provide Union Gas Limited the necessary easements and/or agreements required by Union Gas Limited for the provision of gas services for this project, in a form satisfactory to Union Gas Limited. | |
| 42. | TELECOMMUNICATIONS | BC (Cogeco) |
| | The Owner shall confirm that sufficient wire-line communication / telecommunication infrastructure 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).

CLOSING CONDITIONS

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| 1. Prior to signing the final plan the Director of Planning Services 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(A) |
| 2. Prior to signing the final plan the Director of Planning Services shall be advised by the Ministry of Tourism, Culture and Sport that all applicable conditions have been carried out to their satisfaction with a brief but complete statement detailing how each condition has been satisfied. | OAK(PS)
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RMH(LPS) |
| 3. Prior to signing the final plan, the Director of Planning Services shall be advised by Canada Post that all applicable conditions have been carried out to their satisfaction with a brief but complete statement detailing how the condition has been satisfied. | CP |
| 4. Prior to signing the final plan, the Director of Planning Services shall be advised by Union Gas that all applicable conditions have been carried out to their satisfaction with a brief but complete statement detailing how the condition has been satisfied. | UG |
| 5. Prior to signing the final plan, the Director of Planning Services shall be advised by the telecommunications provider that all applicable conditions have been carried out to their satisfaction with a brief but complete statement detailing how the condition has been satisfied. | BC (Cogeco) |
| 6. Prior to signing the final plan, the Director of Planning Services shall be advised by Halton District School Board that all applicable conditions have been carried out to their satisfaction with a brief but complete statement detailing how the condition has been satisfied. | HDSB |
| 7. Prior to signing the final plan, the Director of Planning Services shall be advised by Halton Catholic District School Board that all applicable conditions have been carried out to their satisfaction with a brief but complete | HCDSB |

statement detailing how the condition has been satisfied.

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| 8. | Prior to signing the final plan, the Director of Planning Services shall be advised by the Regional Municipality of Halton that all applicable conditions have been carried out to their satisfaction with a brief but complete statement detailing how the condition has been satisfied. | RMH (LPS) |
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| 9. | All of the above conditions shall be satisfied within 3 years of the granting of draft approval, being [Date of Draft Approval to be inserted as the day after the last date for appeals if no appeals are received]. | OAK(A) |
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Director of Planning Services
(Authority by By-law 1998-272)

NOTES – The owner/agent, their successors and assigns are hereby notified:

1. Payment of cash-in-lieu of parkland dedication in accordance with the applicable by-law will be payable prior to the first building permit issuance in accordance with the provisions of section 42 of the *Planning Act*.
2. The Owner/agent, their successors and assigns are hereby notified the Development Charges of the Town of Oakville are payable in accordance with the applicable Development Charges By-laws, upon issuance of a building permit, at the rate in effect on the date issued.
3. Fees are required by Halton Region and may be required by the Local Municipality for each extension to draft approval and for major revisions to the draft plan or conditions.
4. 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 M plans signed and dated by the Owner, Surveyor and initialled by the Town's Planner
 - Regional Registration fee
 - Registry Office review form
5. Educational 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 which are additional to the maximum unit yield which is specified by the Subdivision Agreement are subject to Education Development Charges prior to the issuance of a building permit, at a rate in effect at the date of issuance.
6. 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.

7. 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.
8. Please visit our website at www.halton.ca/developmentcharges to obtain the most current development charge and Front-ending Recovery Payment information, which is subject to change.
9. Purchases and/or tenants of the proposed development are advised that the Owner will be responsible for waste disposal until such time as Halton Region deems their development safe and accessible to receive Regional waste collection services.
10. 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.

LEGEND – CLEARANCE AGENCIES

BC	Bell Canada
CP	Canada Post
OAK (PS)	Town of Oakville – Planning Services
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 (EC)	Town of Oakville – Engineering and Construction Department
RMH (LPS)	Regional Municipality of Halton – Planning and Public Works Department
UG	Union Gas
OH	Oakville Hydro
HDSB	Halton District School Board
HCDSB	Halton Catholic District School Board

**MATTERS TO BE DEALT WITH IN
THE SUBDIVISION AGREEMENT
or THROUGH TOWN STANDARDS**

**Town File No.: File 24T-16008/1410
Draft Plan Dated December 19, 2017**

This approval applies to the draft plan of subdivision (24T-16008/1410) prepared by Bousfields Inc. dated December 19, 2017 illustrating 48 development lots and 1 walkway block. The conditions that will be incorporated into the Subdivision Agreement are as follows:

CONDITIONS TO BE INSERTED INTO SUBDIVISION AGREEMENT	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 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 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)
4. 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)
5. 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)

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6. That the Owner agrees to install a 1.2 metre high **privacy fence** along the shared property line between the subject lands and abutting lots that back onto the subject lands (Lots 1 to 26, 48), setback 0.15 metres onto the Owner's property, prior to 70% occupancy of the subdivision to the satisfaction of the Development Engineering Department. OAK (DE)
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7. 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)
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8. 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)
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9. 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)
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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)
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11. 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)
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12. 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)
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13. 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
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“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.

14.	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)
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15.	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)
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16.	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)
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17.	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)
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18.	That the Owner acknowledges that during the active construction process it is anticipated that sediment accumulation 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 contribute \$25,000 towards sediment removal from the stormwater management pond. Timing of the contribution to be determined by the Development Engineering Department.	OAK (DE)
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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, where applicable. OAK (DE, POS)
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20. 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)
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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)
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22. That the Owner agrees to place **topsoil** on lots, boulevards and parkland in accordance with approved Town standards. OAK (POS, DE)
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23. 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)
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24. 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)
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25. 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)
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26. 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)
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| <p>27. 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.</p> | <p>RMH (LPS)</p> |
| <p>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.</p> | <p>OAK (DE) HDSB
HCDSB</p> |
| <p>29. 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.</p> | <p>HDSB</p> |
| <p>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.</p> | <p>CP</p> |
| <p>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.</p> | <p>CP</p> |
| <p>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.</p> | <p>CP</p> |
| <p>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 process. This location must be set up a minimum of 30 days prior to first occupancies.</p> | <p>CP</p> |
| <p>34. That the Owner acknowledge its responsibility to up-front the cost of any extension to the electrical distribution system.</p> | <p>OH</p> |

35. 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:
- a) “Purchasers and/or tenants of lots or units in Lots 7 and 8 are advised that they about a **Walkway Block** which will allow for public access.”
 - b) “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.”
 - c) “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.”
 - d) “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.”
 - e) “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.”
 - f) “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.”
 - g) “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**.”
 - h) “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.”
 - 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

OAK (PS,
DE)(POS)
CH
HDSB
HCDSB
CP

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 **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.”
- l) “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.”
- m) “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.”
- n) “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.
- o) 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
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