

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

**Town File No.'s: 24T-18001/1613  
Draft Plan dated May 28, 2018**

This approval applies to the draft plan of subdivision (24T-18001/1613) prepared by Cunningham McConnell Limited dated May 28, 2018, illustrating 2 blocks and 19 lots. The conditions that will be incorporated into the Subdivision Agreement are as follows:

**CONDITIONS TO BE INSERTED INTO SUBDIVISION AGREEMENTS    *CLEARANCE*  
(Town and/or Regional Municipality of Halton)                    *AGENCY***

*Note: Owner = Developer*

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 prior to the submission of individual building permit applications for all residential units the Owner shall submit building drawings to the Town's Heritage and Urban Design staff to certify compliance with the approved Heritage Impact Assessment and Urban Design Brief, at the expense of the Owner, where applicable.    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 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)
  
6.     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.
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)
  8. That the Owner agrees to construct **stormwater management facilities** according to the approved plans and reports for this subdivision. 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 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)
  11. 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)
  12. 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)
  13. 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)
  14. 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.
15. 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 Directors of Development Engineering and Engineering and Construction Departments. OAK (EC, DE)
16. That the owner agrees to reconstruct **MacDonald Road** to the satisfaction of the Engineering and Construction and Development Engineering Departments. The scope of work includes but is not limited to the replacement of sidewalk, curb, pavement and boulevard restoration works. The owner agrees to be financially responsible for such improvements, which will be outlined as part of the subdivision agreement with the Town. In the event that the work on Macdonald Road is undertaken by others, the owner agrees to compensate the third party for the improvements applicable to this plan of subdivision. OAK (EC, DE)
17. That the owner agrees to reconstruct **Allan Street** from MacDonald to Sheddon Avenue to the satisfaction of the Engineering and Construction and Development Engineering Departments. The scope of work includes but is not limited to street widening works, street paving, street lighting, sidewalk and curb installation. Subject to an entitlement to reimbursement by the Town of the costs of that portion of the work between Street B and Sheddon, the owner agrees to be financially responsible for such improvements, which will be outlined as part of the subdivision agreement with the Town. In the event that the work on Allan Street is undertaken by others, the owner agrees to compensate the third party for the improvements applicable to this plan of subdivision. OAK (EC, DE)
18. 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)
19. 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)
20. 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)

21. That the Owner designs, constructs and has in operation all necessary **flood control structures** prior to the issuance of any building permits to the satisfaction of the Development Engineering Department and Parks and Open Space Department. OAK (DE, POS)
22. 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 public park and the abutting lots (Lots 1-6). 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 to the satisfaction of the Planning Services Department, Development Engineering Department, 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)
23. That the owner will maintain a minimum tree canopy cover or potential canopy cover of 20% over the residential site area. Any tree removals granted by way of Town permits will require the replanting of trees so as to maintain this minimum tree canopy coverage target to the satisfaction of the Town. OAK (PS)
24. That the Owner agrees at their cost to implement a **municipal tree planting program** for all public roads (Street 'A' and Street "B") in accordance with the approved Composite Utility Plan and/or Tree Planting/Tree Protection 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 found within the final and approved North Oakville Urban Forest Strategic Management Plan. OAK (DE, POS)
25. 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)
26. That the Owner warranty all **boulevard street trees** 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)
27. That the Owner agrees to place **topsoil** on lots, blocks in accordance with approved Town standards. OAK (POS, DE)
28. 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)
29. 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)
30. The Owner shall maintain continuous fire protection to the South East Community Centre and parking garage during the relocation of the OAK (DE, FD)

- hydrant currently located within Street B.
31. 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)
  32. 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
  33. That the Owner provides the Halton District School Board and Halton Catholic 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. HDSB  
HCDSB
  34. 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
  35. The owner/developer will consult with Canada Post to determine suitable permanent locations for the placement of Community Mailboxes and to indicate these locations on appropriate servicing plans. CP
  36. The Builder/Owner/Developer will confirm to Canada Post that the final secured permanent locations for the Community Mailboxes will not be in conflict with any other utility; including hydro transformers, bell pedestals, cable pedestals, flush to grade communication vaults, landscaping enhancements (tree planting) and bus pads. CP
  37. The owner/developer will 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
  38. The owner/developer will communicate to Canada Post the excavation date for the first foundation (or first phase) as well as the expected date of first occupancy. CP
  39. 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. CP

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.

- 40. 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
- 41. 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
- 42. The Owner agrees to prepare and maintain a suitable and safe temporary site for **Community Mail Box** locations. This temporary mail box pad will be a 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
- 43. That the Owner acknowledge its responsibility to up-front the cost of any extension to the **electrical distribution system**. OH
- 44. That the Owner agrees to work with the Town of Oakville and Oakville Hydro to provide permanent and temporary hydro service to the future South East Community Centre. OAK (PS, DE)
- 45. 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 adjacent to or near the Park are advised that this park, 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.” CP
  - b) “Purchasers and/or tenants of lots or units adjacent to or across from the Park 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,. In addition to daytime use, park facilities may be used in the evenings and on weekends.”
  - c) “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.”

- d) “Purchasers are advised that **winter maintenance** and snow plowing from public streets will be done in accordance with the Council approved protocol and policies for snow removal.”
- e) “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.”
- f) “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.”
- g) “Purchasers and/or tenants are advised that **private landscaping** is not permitted to encroach within the Town’s road allowance, or public open space. Any unauthorised encroachments are to be removed by the homeowner prior to Assumption.”
- h) “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**.”
- i) “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.”
- j) “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): Reynolds Street and MacDonald Road”
- k) “Purchasers are advised that the future “Street B” may be periodically be used as a **bus drop off area** for events held at the South East Community Centre.”
- l) “Purchases are advised that the traffic may enter and exit the existing parking garage onto Streets A and B”
- m) “Purchasers and/or tenants are advised that home mail delivery will be from designated **Community Mail Boxes** and to include the exact locations (list of lot #s) of each of these Community Mailbox locations; and further, advise any affected homeowners of any established easements

granted to Canada Post, In addition 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. “

- n) “Purchasers are advised that the **schools** 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.”
- o) “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.”
- p) “Purchasers are advised that the public park may contain **children’s play equipment/splash pad** that may generate noise or nuisance to those homebuyers who purchase in the vicinity to the park.”
- q) “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.”
- r) “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.”
- s) “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** 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.
- t) “Purchasers of Lot 1 are advised Rogers Communications Canada Inc. has buried and aerial fibre plant in this area (adjacent to Lot 1). Caution is advised. Hand dig when crossing or within 1 m of Rogers Plant. Locates are still required, call for locates at 1-800-738-7893.”
- u) (In the event that Geothermal Energy is to be installed, for applicable lots) “Purchasers are advised that heating and cooling of this dwelling are provided through geothermal energy”.



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