

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

**Town File No.'s: 24T-18004/1326  
Draft Plan Dated April 19<sup>th</sup>, 2018**

**TOWN OF OAKVILLE CONDITIONS OF DRAFT APPROVAL  
FOR THE REGISTRATION OF THE DRAFT PLAN OF SUBDIVISION BY  
INFRASTRUCTURE ONTARIO**

This approval applies to the draft plan of subdivision (24T--18004/1326) prepared by David B. Searles Surveying Ltd. dated April 19<sup>th</sup>, 2018 illustrating 1 block. The conditions applying to the approval of the final plan for registration are as follows:

<i><b>CONDITIONS</b></i>	<i><b>CLEARANCE AGENCY</b></i>
<b>CONDITIONS TO BE MET PRIOR TO PRE-GRADING OR PRE-- SERVICING</b>	
1. That the Owner shall complete a <b>heritage resource assessment</b> (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 any unreleased areas of 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.	RMH(LPS)
2. That the Owner shall have an <b>Environmental Audit</b> 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)
<b>Preservicing Agreement</b>	
3. That the Owner shall not install any municipal services on the site until the Owner has entered into a <b>Preservicing Agreement</b> or Subdivision Agreement with the Town. Pre-servicing may occur in accordance with the Town's pre-servicing policy.	OAK (DE)
<b>FSR, Stormwater Management Report and Engineering Plan Updates</b>	
4. The <b>Preliminary Functional Servicing and Stormwater Management Report</b> shall be updated to address comments provided prior to draft plan approval.	OAK (DE)
5. That the Owner submits <b>engineering and landscaping plans</b> for all lots, blocks and roadways that adjoin the Glenorchy Conservation Area lands to the satisfaction of Conservation Halton and the Town of Oakville.	OAK CH (DE)
<b>Erosion &amp; Siltation Control, Work Fence &amp; Soil Management</b>	
6. That the Owner prepares and implements a report outlining <b>erosion and siltation controls measures</b> required prior to and during the construction of the subdivision to the satisfaction of Conservation Halton and the Town of Oakville. A separate sediment and erosion control plan will be required for the following three phases of construction: a) earthworks b) servicing c) building construction.	OAK CH (DE)
7. That the Owner erects a suitable <b>temporary barrier to work fence</b> prior to and during construction or re-grading of Glenorchy Drive adjacent to the Glenorchy Conservation Area lands to the satisfaction of Conservation Halton and the Town of Oakville.	OAK CH (DE)
8. That the Owner prepares and implements a <b>Soil Management Plan</b> (to be used for sites generating soil/fill material) and/or a <b>Fill Management Plan</b> (to be	OAK CH (DE)

used for sites receiving fill material) in accordance with the document ‘Management of Excess Soil – A Guide for Best Management Practices’ as prepared by the Ministry of the Environment, dated January 2014, and post securities with the Town of Oakville to ensure effective implementation of the plan.

Existing Wells & Water and Sanitary Decommissioning

9.

The Owner agrees to conduct a survey of the static water level and quality of all **wells within 500 metres** of the plan. The owner further agrees to resolve any claims of well interruption due to the construction of municipal services to the satisfaction of the Region’s Development Project Manager.

RMH(LPS)
10.

The Owner agrees to conduct a survey of the property to identify all **existing wells** related to the former use of the lands. The owner further agrees to decommission any existing wells in accordance with MOE guidelines prior to commencing the development of these lands to the satisfaction of the Region’s Development Project Manager.

RMH(LPS)
11.

The Owner agrees to conduct a survey of the property to identify all **existing private septic systems** related to the former use of the lands. The owner further agrees to decommission any existing private septic systems in accordance with MOE guidelines prior to commencing the development of these lands to the satisfaction of the Region’s Development Project Manager.

RMH(LPS)

CONDITIONS TO BE MET PRIOR TO FINAL APPROVAL /  
REGISTRATION

General

12.

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)
13.

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 (PS)
14.

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)
15.

The Owner’s surveyor shall submit to Halton Region, and electronic copy of **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)
16.

That the Owner pays any **outstanding review fees** to Conservation Halton, if it is determined that a balance is outstanding. Conservation Halton reserves the right to adjust the fees owing based on the current plan review schedule, if time has lapsed since the initial application.

CH
17.

That the Owner shall submit the **final clearance fee** to Conservation Halton, pursuant to the Halton Region’s Memorandum of Understanding, immediately prior to registration of the draft plan (note: if the development is phased, each phase will require a separate clearance fee).

CH
18.

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 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.

OAK (Z)
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.

OAK (PS)

20. 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)
- Urban Design Brief & Parking Plan**
21. That the Owner submit, finalize and obtain approval of a **revised Urban Design Brief** and agree to implement the Town-approved Urban Design Brief, to the satisfaction of the Town OAK (PS)
22. That the Owner provides a **Parking Plan** which specifies the design, build, ownership and long-term operation of the required courthouse parking in consultation with the Town. OAK (PS)
- Subdivision Agreements and Detailed Engineering**
23. That the Owner enter into a **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, warning clauses, etc. OAK(PS) (DE)
24. 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, intersection modifications, turn lanes 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)
25. The Owner will submit a **detailed engineering drawing / report submission**, with appropriate review fee, and all subsequent engineering revisions, for review and approval to the satisfaction of the Town. The engineering design process shall be substantively complete prior to the preparation of the subdivision agreement. OAK (DE)
26. That a **detailed engineering submission** be prepared according to the design standards of the Region of Halton and be submitted to the Development Project Manager for the road works on William Halton Parkway (Regional Road 40) and Hospital Gate required to accommodate this development including turn lanes, signal modifications, relocations of exiting signal works, signage, pavement markings, restorations for review and approval. RMH(LPS)
27. 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)
- Infrastructure & Land Dedication**
28. That the Owner is required to design and construct at their sole expense a minimum **300mm diameter local watermain extension** on Glenorchy Drive and Third Line east of the subject site to provide watermain looping and connection to the existing watermain system to the satisfaction of Halton Region's Development Project Manager. RMH(LPS)
29. That the Owner is required to design and construct at their sole expense all **road works on William Halton Parkway** (Regional Road 40) and Hospital Gate required to accommodate this development including turn lanes, signal modifications, relocations of exiting signal works, signage, pavement markings and restorations as per the design standards of the Region of Halton. RMH(LPS)
30. That the Owner undertakes the **transfer, release and abandonment of the existing Regional trunk sanitary sewer easement** located 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)
31. The Owner **dedicate all lands** within 17.5m of the centre line of the original 66ft right-of-way of William Halton Parkway (Regional Road 40) that are part of the subject property shall be dedicated to the Regional Municipality of Halton for the purpose of road right-of-way widening and future road improvements. RMH(LPS)

Alternatively, the Owner demonstrates via a survey or other equivalent plan that the required road widths have been dedicated.

32.

A **daylight triangle** measuring 15m along William Halton Parkway (Regional Road 40) and 15m along either side of Streets ‘A’ (all new intersections) shall be dedicated to the Regional Municipality of Halton for the purpose of road right-of-way widening and future road improvements. These lands shall be dedicated with clear title, (free and clear of encumbrances) and a Certificate of Title shall be provided, in a form satisfactory to the Director of Legal Services & Corporate Counsel or his designate.

RMH(LPS)
33.

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 (PS,  
DE)  
RMH(LPS)
34.

That the Owner is required to design and construct at their sole expense all road works related to **Street A and Glenorchy Road** required to accommodate this development.

OAK (DE)
35.

**Update & Implementation of Reports, Plans & Studies**  
That the Owner shall revise/update the **Environmental Impact Report / Functional Servicing Study (EIR/FSS)** to reflect all comments from the Town, Conservation Halton and Regional Municipality of Halton and agree to implement all final recommendations contained within the approved EIR / FSS including any addendums (inclusive of all transportation infrastructure - roads, transit, pedestrian and cycling) to the satisfaction of the Town, Regional Municipality of Halton and Conservation Halton.

OAK (PS)  
(DE)  
CH
36.

That the Owner prepares and submits a final **Stormwater Management Plan** to the satisfaction of Conservation Halton and the Town of Oakville.

OAK (DE)  
CH
37.

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):
  - 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

OAK (DE)(T)
38.

The Owner agrees to provide an updated **Phase I ESA Report**, together with a letter of reliance, current within 18 months of final approval of the subject applications, to the satisfaction of Halton Region. Depending on the results of the Phase I ESA update, additional reports may be required, to the satisfaction of the Region of Halton.

RMH(LPS)
39.

**Cost Sharing**  
That the Owner address **cost sharing** obligations to provide for the equitable distribution of infrastructure costs associated with development.

OAK (PS,  
DE)
40.

**Water & Wastewater Capacity**  
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)
41.

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)
42.

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)

Utilities

43.

That the Owner shall provide Union Gas Limited the **necessary easements and/or agreements required by Union Gas Limited** for the provision of local gas services for this project, in a form satisfactory to Union Gas Limited.

UG
44.

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).

BC (Cogeco)

CLOSING CONDITIONS

- 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 (PS)
- 2

Prior to signing the final plan the Director of Planning Services shall be advised by the **Regional Municipality of Halton** that any related conditions have been carried out to their satisfaction with a brief but complete statement detailing how each condition has been satisfied.

OAK (PS)  
RMH (LPS)
- 3

Prior to the signing of the final plan the Director of Planning Services shall be advised by the **Conservation Halton** that any related conditions have been carried out to their satisfaction with a brief but complete statement detailing how each condition has been satisfied.

OAK (PS)  
CH
4.

Prior to signing the final plan, the Director of Planning Services shall be advised by the **telecommunications provider** that conditions any related conditions have been carried out to their satisfaction with a brief but complete statement detailing how the condition has been satisfied.

OAK (PS)  
BC
5.

Prior to signing the final plan, the Director of Planning Services shall be advised by **Union Gas** that any related conditions have been carried out to their satisfaction with a brief but complete statement detailing how the condition has been satisfied.

UG
- All of the above conditions shall be satisfied within 3 years of the granting of draft approval, being Day\_\_\_\_, Month\_\_\_\_, 2018.

OAK (PS)

LEGEND – CLEARANCE AGENCIES

BC	Bell Canada
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 (FD)	Town of Oakville – Fire Department
OAK (EC)	Town of Oakville – Engineering and Construction Department
RMH (LPS)	Regional Municipality of Halton – Legislative and Planning Services
UG	Union Gas

**NOTES:**

1. The Owner should obtain the written approval of the Ministry of Natural Resources and Forestry (MNRF) for any work within significant habitat of endangered and threatened species, as per the **Endangered Species Act**, where necessary.
2. The Owner should ensure that any vegetation removal take place outside of the nesting season, pursuant to the **Migratory Bird Convention Act**, where necessary.
3. That the Owner shall obtain a **site alteration permit** under By-law 2008-124, as it may be amended from time to time or any successor thereto, prior to any earth moving activities. Matters to be addressed as part of the site alteration permit shall include but not be limited to confirmation of construction access, installation and maintenance of erosion and sediment controls, mud tracking, stabilisation, grading and seeding of non-development blocks.
4. Payment of **cash-in-lieu of parkland** 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*.
5. The Owner will be required to pay all applicable **Regional development charges** in accordance with the Region of Halton Development Charges By-law(s), as amended. If a subdivision (or other form of development) agreement is required, the water, wastewater and road portions of the Regional development charges are payable upon execution of the agreement or in accordance with the terms and conditions set out in the agreement. In addition, commencing January 1, 2017 every owner of land located in Halton Region intended for residential development will be subject to the Front-ending Recovery payment. Residential developments on lands located in Halton Region that prior to January 1, 2017 are part of a Regional allocation program, or have an executed Regional/Local Subdivision or consent agreement, or have an executed site plan agreement with the Local Municipality, or received a notice in writing from the Local Municipality that all requirements under the Planning Act have been met, or obtained a building permit are not subject to the Front-ending Recovery Payment.

The above note is for information purpose only. All residential development applicants and every owner of land located in Halton Region assume all of the responsibilities and risks related to the use of the information provided herein.

Please visit our website at [www.halton.ca/developmentcharges](http://www.halton.ca/developmentcharges) to obtain the most current development charge and Front-ending Recovery Payment information, which is subject to change.

6. Purchasers and/or tenants of lots are advised that the Owner will be responsible for waste disposal until such time as Halton Region deems their street safe and accessible to receive Regional waste collection services.
7. Fees are required by Halton Region for each extension to draft approval and for major revisions to the draft plan or conditions.
8. Please note the Owner should be made aware that Halton Region will have the following requirements at the time of registration of the subdivision:
  - Final draft M plans signed and dated by the Owner, Surveyor and initialled by the Town's Planner
  - Regional Registration fee
  - Registry Office review form