

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

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

This approval applies to the draft plan of subdivision (24T--18004/1326) prepared by David B. Searles Surveying Ltd. dated April 19th, 2018 illustrating 1 block. The conditions that will be incorporated into the Subdivision Agreement are as follows:

CONDITIONS TO BE INSERTED INTO SUBDIVISION AGREEMENTS (Town and/or Regional Municipality of Halton)		<i>CLEARANCE AGENCY</i>
1.	The Owner acknowledges that the Town may require redline revisions to the draft plan to ensure property alignment with existing or proposed lots, blocks, streets, and/or facilities on lands adjacent to this draft plan.	OAK (PS)
2.	That the Owner acknowledges that any eligible Development Charge reimbursements will be in accordance with the Town's Development Charge By-law. The Owner agrees to submit progress reports for any Development Charge reimbursable items identified to be reimbursed through Development Charge credits, whether repaid through Development Charge credits or other means, in a form satisfactory to the Town's Finance Department. The Owner further agrees to abide by the Town's requirements for matters dealing with Development Charge credits.	OAK (F)
3.	The Owner acknowledges that work completed on behalf of the Town shall not exceed the estimated values contained within the subdivision agreement and that the Town will not accept any further progress certificates relating to the Schedule 'K' works and will not consider the payment of said progress certificates received after the assumption of the subdivision by the Town. The Owner further acknowledges that work done on behalf of the Town may not be reimbursed until funded in the Town's approved capital budget.	OAK (DE)(F)
4.	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)
5.	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)
6.	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)
7.	The Owner agrees to pay for electricity supplied to light the streets in the development until building occupancy. 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)
8.	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)
9.	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)
10.	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	OAK (DE)

- 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
11. 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.
 12. 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)
 13. 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)
 14. 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)
 15. 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)
 16. 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 Development Engineering. OAK (DE)
 17. That the Owner warranty all **boulevard street trees** and trees planted in open space areas for a period of 2 years from the date of planting and agrees to maintain in a healthy condition all trees until Assumption or to the end of the warranty period, where the warranty extends beyond assumption. OAK (DE)
 18. That the Owner agrees to place **topsoil** on lots and boulevards in accordance with approved Town standards. OAK (DE)
 19. That the Owner agrees to **post acceptable securities** with the Town of Oakville as part of the subdivision agreement, for the purpose of ensuring the construction and completion of all works identified on the approved engineering plans including the rehabilitation of the Glenorchy Conservation Area lands or open space areas which may be disturbed during the development of the subdivision. OAK (DE)
CH

20. That the Owner agrees to implement **cycling and trails plans** in accordance with the North Oakville Trails Plan, when finalized, and the enacted Development Charges By-law to the satisfaction of the Town. OAK (POS)
21. That the Owner provides a **fire break plan** and other fire prevention measures to the satisfaction of the Town of Oakville, where necessary. OAK (FD)
22. That the owner agree that **no fill from the site may be dumped on or off-site** in an area regulated by Conservation Halton without the prior written permission of the appropriate Conservation Authority. CH
23. That the Owner agrees to **not stockpile fill** within the Glenorchy Conservation Area lands without prior written approval from Conservation Halton. CH
24. That the Owner agrees to submit monthly (or after significant rainfall equal or greater than 10mm or snowmelt events) **sediment and erosion control reports** during construction to the satisfaction of Conservation Halton and the Town of Oakville. OAK (DE)
CH
25. That the Owner agrees that **native non-invasive species** shall be planted in accordance Conservation Halton Landscaping Guidelines for all lots, blocks and roadways that adjoin the Glenorchy Conservation Area lands. CH
26. That the Owner agrees to implement a **monitoring program** to the satisfaction of the Town and Conservation Halton for erosion and sediment control measures that adjoin the Glenorchy Conservation Area lands, in accordance with the Water Resources Final Mediation Reports (Ontario Municipal Board) dated 30 August, 2007. CH
27. 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)
28. 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)
29. 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)
30. 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)
31. 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)
32. 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)
33. That the Owner shall submit a copy of the **approved sidewalk plan**, prepared to the satisfaction of the Town of Oakville. OAK (DE)
34. That the Owner acknowledges that where multi-unit or commercial, office or BC

similar buildings are located, one or more conduit or conduits of sufficient size will be provided from each unit to the room(s) in which the **telecommunication facilities** are situated and one or more conduits from the room(s) in which the telecommunication facilities are located to the street line.

35. That the Owner acknowledge its responsibility to up-front the cost of any OH extension to the **electrical distribution system**.
36. That the Owner agrees to place the following **notification in all offers of purchase and sale** for all lots and/or units and in the Town’s subdivision agreement to be registered on title:

a) “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.”

b) Purchasers are advised that below grade infiltration facilities may be constructed on their property, will be privately owned and may hold water for prolonged periods of time.

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
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 (POS)	Town of Oakville – Parks and Open Space Department
OAK (EC)	Town of Oakville – Engineering and Construction Department
OH	Oakville Hydro
RMH (LPS)	Regional Municipality of Halton – Legislative and Planning Services
UG	Union Gas