

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

Town File No.'s:24T-12002/1506
Draft Plan dated
July 30, 2012 and revised on March 6, 2013

This approval applies to the draft plan of subdivision (24T-12002/1506) prepared by Cunningham McConnell Limited dated July 30, 2012 and revised on March 6, 2013 illustrating 13 blocks. The conditions that will be incorporated into the Subdivision Agreement are as follows:

***CLEARANCE
AGENCY***

CONDITIONS TO BE INSERTED INTO SUBDIVISION AGREEMENT

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| 1. | 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) |
| 2. | That 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) |
| 3. | That the Owner acknowledges that any eligible Development Charge reimbursements will be in accordance with the Town's Development Charge By-law. | OAK(F) |
| 4. | 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. | 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)
OAK(POS) |
| 7. | 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)
OAK(POS) |
| 8. | 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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| 9. | 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) |
| 10. | That the Owner retain the services of a landscape architect in good standing with the OALA from a roster of prequalified landscape architectural consultants and agrees to provide for the preparation and submission of landscape plans including planting, grading, sodding, fencing and the design of park facilities together with cost estimates for the open space system including parkland, walkways, valley land / natural heritage system buffer areas and stormwater management facilities; and further, that the applicant finance the provision of the park facilities and the implementation of the landscape plans to the satisfaction of the Planning Department, Parks and Open Space Department and Development Engineering and in accordance with the Town's Development Charges By-law. Native non-invasive species shall be planted for lands adjacent to Open Space areas , including swales and stormwater management facilities, and within Conservation Halton's regulated area. | OAK (POS)
(DE) (PS)
CH |
| 11. | 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 any open space areas which may be disturbed during the development of the subdivision. | OAK (DE)
CH |
| 12. | That the Owner agrees to construct stormwater management facilities according to the approved plans and reports for this subdivision. Additionally the Owner agrees to monitor and maintain the facilities until they are accepted by the town. The Owner shall provide a monitoring procedure and schedule for all stormwater management facilities / works immediately after all stormwater management facilities / works become operational. All monitoring shall be in accordance with the requirements of the approved EIR / FSS, Development Engineering Procedures and Guidelines Manual and North Oakville Monitoring Guidelines. Monitoring and maintenance is to be undertaken by the Owner for a minimum period of 2 years once all stormwater management works become operational and stabilized or at the Town's discretion for a minimum period of 2 years following construction of the majority of the contributing drainage area in accordance with the approved Operations Maintenance and Monitoring Program. Should the monitoring results fail to demonstrate to the satisfaction of the Town of Oakville, acting reasonably, that the performance of the stormwater management facilities / works is in accordance with acceptable engineering practices, the Owner shall take immediate remedial action. | OAK (DE) |
| 13. | That the owner agree that any exposed soil within a watercourse block , either as a result of realignment or rehabilitation works, will be seeded or otherwise stabilized within 24 hours of exposure to minimize the transport of sediment downstream; | CH |
| 14. | That the Owner shall place public and educational signage within the stormwater management Blocks to identify the general operation of the stormwater management facilities and list public restrictions for recreational use all to the satisfaction of the Engineering and Construction Department. | OAK (DE) |
| 15. | That the Owner shall prepare and implement at no cost to the Town, a landscape, restoration and enhancement plan for the stormwater management facility to the satisfaction of the Development Engineering Department, Parks and Open Space and Conservation Halton in accordance with the Town's stormwater management Landscaping Standards. The Owner shall be entirely responsible for the implementation of these features including all financial costs. | OAK (DE)
(POS)
CH |
| 16. | 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) |
| 17. | That the Owner agrees that pre and post development storm water flows from the site to the existing drainage system on Upper Middle Road (Regional Road 38) 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) |

18.

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.

A specific servicing agreement may be required for any road and/or intersection works as identified by the Region, the Town and/or MTO.

RMH (LPS)
19.

That the Owner agree to provide and install individual pressure reducing valves (PRV), where required, at the buildings and all building units, if applicable within the subdivision to meet the requirements of the OBC to the satisfaction of the Region’s Development Project Manager.

RMH(LPS)
20.

That the Owner acknowledges that where multi-unit or commercial, office or similar buildings are located, one or more **conduit or conduits** of sufficient size will be provided from each unit to the room(s) in which the telecommunication facilities are situated and one or more conduits from the room(s) in which the telecommunication facilities are located to the street line.

BC
21.

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)
22.

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:

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.

OAK (DE)
23.

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.

DE
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)
25.

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.

DE
26.

That the Owner designs, constructs and has in operation all necessary **flood control structures and stormwater outfall structures** prior to the issuance of any building permits to the satisfaction of the Conservation Halton and Development Engineering Department and Parks and Open Space Department and submit monthly sediment and erosion control reports during construction to the satisfaction of Conservation Halton.

CH
OAK (DE)
POS
27.

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 parkland / stormwater management facility and the abutting blocks. 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(POS)
(DE)
(PS)
CH

28. a) 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 monitor the sediment accumulation level and clean the pond periodically to ensure its operational efficiency is maintained. Prior to assumption a condition and monitoring report is to be prepared by the Owner's Engineer which is to outline the monitored performance of the pond as documented over time and the current state of sediment level within the pond. The Engineers report will make recommendations with respect to any maintenance required at the time of the requested assumption and itemise such items which the Owner will be required to remediate prior to the assumption. OAK (DE)
- b) That the Owner agrees, at the time of the requested assumption, to provide an up-to-date **bathymetric survey** to determine the sediment level within the storm water management pond. If the accumulated sediment level is less than 25% of the design sediment storage volume within the fore-bay and/or main bay area of the pond, the Owner will provide a cash-in-lieu payment to the town for future clean-out based on a computed sediment volume at a rate acceptable to the Town but no less than \$100 per cubic metre of sediment. Notwithstanding the above, should the sediment accumulation exceed 25% of the design sediment storage volume, the Owner agrees to clean out the pond.
- c) That the Owner agrees that the Town shall **retain securities** for any Stormwater Management Facility for at least a minimum two year maintenance period after the construction and stabilization of the stormwater management pond , or at the Town's discretion, for a minimum 2 year period following the assumption the majority of contributing development plans.. The value of this security will be determined by the Town based on the size of any pond as well as the number of contributing plans.
29. 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)
30. 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)
31. 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)
32. That the Owner obtain authorization from the Department of Fisheries and Oceans for the Harmful Alteration, Disruption or Destruction of Fish Habitat, pursuant to the Fisheries Act, where necessary. CH
33. That the Owner submit the final clearance fee and/or any outstanding review fees to Conservation Halton, pursuant to the Region of Halton'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
34. That the Owner should ensure that any vegetation removal take place outside of the nesting season, pursuant to the Migratory Birds Convention Act. CH
35. That Block 5 be conveyed to the Town for a Stormwater Management Facility and Blocks 7, 8 and 9 be conveyed to the Town for Open Space. OAK(PS)(DE)

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