

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

**Town File No. 24T-17002/1735**  
**Draft Plan Dated**  
**April 7, 2017**

This approval applies to the draft plan of subdivision (24T-17002/1735 prepared by Candevcon Ltd. dated April 7, 2017) illustrating four (4) lots. The conditions that will be incorporated into the Subdivision Agreement are as follows:

<b>CONDITIONS TO BE INSERTED INTO SUBDIVISION AGREEMENTS (Town and/or Regional Municipality of Halton)</b>		<b><i>CLEARANCE AGENCY</i></b>
1.	The Owner acknowledges that the Town may require <b>redline revisions</b> 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 <b>Planning Statistics Spreadsheet</b> to the satisfaction of Planning Services based upon the registration of M-Plans.	OAK (PS)
3.	That the owner agrees that construction access will principally be from Burloak Drive. It is understood there may be limited construction activity from Wilmot Crescent.	OAK (PS)
4.	That the Owner acknowledges that any eligible <b>Development Charge</b> reimbursements will be in accordance with the Town's Development Charge By-law. The Owner agrees to submit progress reports for any <b>Development Charge reimbursable</b> 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 <b>work completed on behalf of the Town</b> 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 <b>Composite Utility Plan</b> 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)

7. That the Owner's engineer provide certification that all **Erosion and Sediment Controls** are in a state of good repair to the satisfaction of the Development Engineering Department prior to building permit issuance. OAK (DE)
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)
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)
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)
11. 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)
12. 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.
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 OAK (DE)

Town for such works.

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 the Parks and Open Space Department and Development Engineering. OAK (POS, 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, POS)
18. That the Owner agrees to place **topsoil** on lots, boulevards and parkland in accordance with approved Town standards. OAK (POS, 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 which may be disturbed during the development of the subdivision. OAK (DE)
20. That the Owner agrees to not store **construction materials** on vacant lots that abut lots which are occupied by homeowners. OAK (DE)
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 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)

23. 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. RMH (LPS)
24. 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. HDSB
25. That the Owner agrees to erect and **maintain signs** at all major entrances into the new development advising prospective purchasers that 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
26. 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. 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. CP
27. That the Owner acknowledge its responsibility to up-front the cost of any extension to the **electrical distribution system**. OH
28. 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: OAK (PS, DE, T) HDSB  
HCDSB  
CP
- a) "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."
- b) "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."
- c) "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."

- d) “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.”
- e) “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.”
- f) “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**.”
- g) “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.”
- h) “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. “
- i) “Purchasers are advised that the **schools** on sites designated 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.”
- j) “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.”
- k) “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.”
- l) “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.”
- m) “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.

- n) “Purchasers are advised that there is the potential for high water pressures within the subdivision”
- o) “Purchasers and/or tenants are advised that Burloak Drive is a transit route and bus stops may be installed.”

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
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