

APPENDIX A2
MATTERS TO BE DEALT WITH
IN THE SUBDIVISION AGREEMENT
OR THROUGH TOWN STANDARDS

Town File No.'s:
Draft Plan January 21, 2019

This approval applies to the draft plan of subdivision (24T-18007/1729 prepared by J.H. Gelbloom Surveying Ltd. dated January 21, 2019 illustrating one 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.	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)
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 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)
6.	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)
7.	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.
8. 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)
 9. 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)
 10. That the Owner agrees to place **topsoil** on lots and boulevards in accordance with approved Town standards. OAK (POS, DE)
 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 which may be disturbed during the development of the subdivision. OAK (DE)
 12. 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)
 13. 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 their professional knowledge with the approved drawings and the Town and Region’s Current Construction and Design Standards. OAK (DE)

14. 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)
15. That the Owner agrees to erect and **maintain signs** 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
16. That the Owner agrees to ensure that all new home buyers will be officially notified of the exact **Community Mail Box** location prior to any house sales. Further, the Owner agrees to inform all homebuyers of the process to initiate mail delivery for their new home address. CP
17. That the Owner acknowledge its responsibility to up-front the cost of any extension to the **electrical distribution system**. OH
18. 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)
HDSB
HCDSB
CP
- a) "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 final lot grading certification."
 - b) "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."
 - c) "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."
 - d) "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**."
 - e) "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."
 - f) "Purchasers and/or tenants are advised that home 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. "
 - g) "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.”

- h) “Purchasers are advised that **school buse** 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.”
- i) “Purchasers are advised that **driveway entrance widenings** or modifications will not be permitted where they impact on the availability of on-street parking space or street trees. 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.”
- j) “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.”
- k) “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.

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