

CONDITIONS OF DRAFT PLAN APPROVAL

Town File Numbers: 24T-12009, Z.1315.02

Draft Plan Dated: 23 November, 2012, as revised 2 June, 2014

CONDITIONS TO BE MET PRIOR TO PREGRADING/SERVICING

CLEARANCE AGENCY

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| 1. | That the Owner shall carry out a heritage resource assessment (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 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. | MTCS
RMH (LPS) |
| 2. | That the Owner shall have an Environmental Audit 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)
RMH (LPS) |
| 3. | That the Owner shall 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 and private septic systems in accordance with Ministry of Environment Guidelines prior to commencing the development of these lands to the satisfaction of the Region's Development Project Manager. | RMH (LPS) |
| 4. | That the Owner shall not install any municipal services on the site until the Owner has entered into a Pre-servicing Agreement or Subdivision Agreement with the Town. Pre-servicing may occur in accordance with the Town's pre-servicing policy. | OAK (DE) |
| 5. | That the Owner finalise and submit for approval a revised Urban Design Brief. | OAK (PS) |

CONDITIONS TO BE MET PRIOR TO FINAL APPROVAL/REGISTRATION

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| 6. | That the Owner enter into a standard form 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 and monitoring of stormwater management facilities, homeowner warning clauses, etc. | OAK (PS, DE) |
| 7. | That the Owner agrees that prior to the submission of individual building permit applications for priority lots identified in the Urban Design Brief , corner lots, blocks 21, 29, 32, the rear elevation of buildings in blocks 30, 36, 37, 43, and 46, the Owner shall submit building drawings to the Town's Urban Design section to certify compliance with the approved Urban Design Brief, at the expense of the Owner, where applicable. | OAK (PS) |
| 8. | That the Owner provide a draft M-plan , and associated and required legal instruments, to the satisfaction of the Town and HDSB, which shall demonstrate how the entirety of the school and park blocks (blocks 56 and 57), along with Streets "A", Sixteen Mile Drive and North Park Boulevard, and the adjoining lands not part of this draft plan approval, will be registered as part of 24T-12009. | OAK (PS)
HDSB |
| 9. | 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 | OAK (DE) |

accepted by the Town.

10. 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)
11. 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 (DE, L)
RMH (LPS)
12. 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
13. That the Owner address any outstanding issues relating to future development or site alteration within a regulated area (pursuant to Ontario Regulation 162/06) including, but not limited to, dumping of fill, grading, stormwater outfalls, and watercourse crossings, to the satisfaction of Conservation Halton. CH
14. That the Owner is to enter into a Heritage Easement Agreement with the town prior to the relocation of the heritage house to ensure the protection of the building throughout the relocation and conservation process. OAK (PS)
15. That the Owner is to submit a Conservation Plan for the heritage house, which should include drawings, written descriptions and specifications on the following: how the vacant house is to be protected prior to its final occupation; if and how any of the existing wings are to be demolished; how and when the building is to be relocated; how the exterior of the house is to be rehabilitated and conserved; and new addition(s) proposed for the building, if any. OAK (PS)
16. That the Owner is to obtain a heritage permit from the town for all of the works outlined in the Conservation Plan and any other works which affect the heritage attributes of the house. OAK (PS)
17. That the Owner is to provide financial securities in the form of a Letter of Credit, which shall only be released by the town to the owner upon the completion of the work outlined in the Conservation Plan. OAK (PS)
18. That the Owner is to submit a plan for the development of the new lot for the heritage house to the satisfaction of the Senior Manager of Current Planning and Heritage, prior to the registration of the plan of subdivision. This plan should include details on grading, driveway access, walkways, fencing and plantings. The subdivision agreement should require development and maintenance of the lot in keeping with the approved plan. OAK (PS)
19. That the Owner shall revise and implement 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, trails and cycling) to the satisfaction of the Town, Regional Municipality of Halton and Conservation Halton. OAK (PS, DE)
CH
RMH (LPS)
20. That the Owner shall provide a **construction phasing and sequencing plan** to the satisfaction of the Town and Region where applicable for the purpose of ensuring an appropriate sequence of development from initial construction to assumption and which reflects all applicable studies including the EIR/FSS, Transit Facilities Plan and also that confirms how transit service will operate within the plan, including provisions for safe pedestrian access to designated bus stop locations, such that:
 - a contiguous transit service area will be maintained that does not result in lengthy transit routes or "leapfrogging"
 - interim and/or permanent transit streets are to be built first
 - the Owner is encouraged to construct housing on transit streets first, where practical
 - roadways to be upgraded where required to accommodate transit vehicles during initial or interim phases
 - permanent or temporary pedestrian facilities to be constructed early and maintained during developmentOAK (DE)
OAK (T)

for access and routing to bus stop locations.

Where mutually agreed upon between the Owner and the Town, a contribution shall be made by the Owner to the Town's early implementation initiative.

21. That the Owner shall agree to design, construct, and have in operation all **stormwater management facilities**, or appropriate alternative measures, as well as prepare and implement a detailed report on stormwater management, in accordance with the approved EIR/FSS. The Owner shall further agree to plant all vegetation within 12 months of draft plan registration. OAK (DE)
CH
22. 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): OAK (DE, T)
RMH (LPS)
 - Traffic Impact Study including any required updates
 - Traffic and Parking Management Plan
 - Transit Facilities Plan
 - Street Signage and Pavement Marking Plan
 - Functional Design Study including any required traffic calming
 - Composite Utility Plan
 - Noise Study
23. That the Owner shall prepare a **detailed engineering submission** to be submitted to the Region's Development Project Manager for review and approval prior to the preparation of the Regional subdivision agreement. RMH (LPS)
24. 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: RMH (LPS)
 - a) sufficient **Water and Wastewater Plant capacity** exists to accommodate this development; and,
 - b) sufficient storage and pumping facilities and associated infrastructure relating to both water and wastewater are in place.
25. That the Owner shall provide Union Gas Limited the **necessary easements and/or agreements required by Union Gas Limited** for the provision of gas services for this project, in a form satisfactory to Union Gas Limited. UG
26. 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
27. The Owner shall distribute in a manner satisfactory to the Town a **communication strategy and information package** to be available in the sales office and to be provided to all prospective purchasers. The homeowner's information booklet shall be supplied by the Town and entirely financed by the Owner. OAK (DE)
28. That the Owner shall provide **digital discs of the registered plan of subdivision** with the following coordinate system UTM NAD 83 Zone 17 to the Regional Municipality of Halton and the Town of Oakville, and approved wetland delineation/stable top of bank delineation/flood plain/meander belt to Conservation Halton, prior to registration of the plan. OAK (DE)
RMH (LPS)
CH
29. That the Owner shall provide the Town with evidence that satisfactory arrangements, financial and otherwise, have been made with Canada Post Corporation for the **installation of Community Mail Boxes (CMB)** as required by Canada Post Corporation, prior to registration of the plan. CP

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| 30. | 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) |
| 31. | That the Owner shall install information signs , not less than 2 metres by 3 metres, on all commercial and park blocks clearly advising of the future use and function of these blocks and the facilities / amenities to be constructed within the park block prior to registration. The Owner agrees to install signs on all frontages of the park blocks at locations to be determined by the Town. The Owners is to maintain these signs in good, readable condition until such time as the land is developed. | OAK (POS/DE) |
| 32. | That the Owner agrees that the Halton District School Board requires an elementary school site as identified as Block 56 of the draft plan of subdivision. Prior to final approval, satisfactory arrangements have been made with the Halton District School Board to transfer title to the subject lands, identified as Block 56 for elementary school purposes in a condition acceptable to the Halton District School Board. | HDSB |
| 33. | That the Owner agrees that should the development be phased, a copy of the phasing plan shall be submitted prior to final approval to the Halton District School Board and the Halton Catholic District School Board. The phasing plan will indicate the sequence of development, the land area, the number of lots and blocks and units for each phase. | HDSB
HCDSB |
| 34. | That the owner design, construct, and have in operation all stormwater management blocks to the satisfaction of the Development Engineering Department. | OAK (DE) |
| 35. | That the Owner agrees to implement the applicable Minutes of Settlement / Agreements (i.e. North Oakville Master Parkland Agreement) with the Town of Oakville and provide a letter from the Trustee confirming that the Owner is in compliance with the Cost Sharing Agreement and s.4.7 of the North Oakville East Master Parkland Agreement prior to the release for registration of each phase of the plan of subdivision. | OAK (PS, DE) |
| 36. | That 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 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) |
| 37. | 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) |
| 38. | That all public streets within the subdivision be named to the satisfaction of the Planning Services Department and Engineering and Construction Department and in accordance with Street Names for Public Roads procedure. | OAK (PS, EC) |
| 39. | That prior to draft plan registration, any outstanding drainage diversion exchange issues affecting these lands be resolved to the satisfaction of Conservation Halton and Town of Oakville staff. | OAK (DE)
CH |
| 40. | That the owner implements any modifications to the draft plan resulting from the drainage diversion exchange through red line revision application to the satisfaction of Conservation Halton. | OAK (DE)
CH |

**CONDITIONS FOR INCLUSION IN SUBDIVISION AGREEMENTS
(TOWN and/or HALTON REGION)**

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| 41. | That the Owner agree to register blocks 56 and 57 of 24T-12009, along with requisite transit routes identified in the Transit Facilities Plan (specifically Streets "A", Sixteen Mile Drive and North Park Boulevard), concurrently with the registration of the first phase of draft plan 24T-12011 which shall include the entirety of the functional school and neighbourhood park blocks, as the first phase of Draft Plan 24T-12009's | OAK (PS, T)
HDSB |
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registration, to the satisfaction of the Director of Planning. The Owner shall further agree to register and build the necessary roads to facilitate transit routes as identified in the Transit Facilities Plan as part of the first phase of registration and development of 24T-12009, and which may include the requirement to construct roads and associated infrastructure in 24T-12011 to establish the identified transit routes.

42. That the Owner agree to not sell any lots within blocks 1-16, 19, 22-24, 53, or 54 until such time as the Town's Director of Planning is satisfied that the development of these blocks comply with the phasing policies of the North Oakville East Secondary Plan, specifically section 7.9.2 c), as amended. OAK (PS)
43. That the Owner agree to reserve blocks 13, 14 and 53 for the purpose of a comprehensive mixed-use development for a period of three years from the date of registration of the entire subdivision plan, following which blocks 13, 14 and 53 may be used for stand-alone residential purposes. OAK (PS)
44. That the Owner agree to provide and install at their cost an interpretative metal plaque to commemorate the heritage house, to be located on the new lot for the house. Details of the design, content and location of the plaque are to be co-ordinated by Town of Oakville Heritage Planning staff in consultation with the applicant. OAK (PS)
45. 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)
46. 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)
47. The Owner agrees to provide **notice to prospective purchasers** upon the completion and approval of the **Composite Utility Plan** 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)
48. 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. Sixteen Mile Drive is adjacent to the lands to the south which may require grading on these lands. Written acceptance from a representative of the owner indicating they are in acceptance with the proposed road works and grading is required. OAK (DE)
49. The owner agrees that Block 63 may become enlarged to accommodate the final size, location and orientation of the stormwater management pond and the natural heritage system Block 62. This may result in redline revisions to the plan. OAK (DE)
50. The owner acknowledges that the Ministry of Natural Resources (MNR) permit may be required to implement works in the subdivision and that meeting MNR requirements may require redline revisions to the Draft Plan. OAK (DE)
51. That the Owner acknowledges that any eligible **Development Charge** reimbursements will be in accordance with the Town's Development Charge By-law. OAK (F)
52. 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)

53. That the Owner agrees that the **design and landscaping** of the Neighbourhood Park (Block 57) is at its cost which are reimbursable in accordance with the Town's Development Charge Study to the satisfaction of the Planning Department, Parks and Open Space Department and the Development Engineering Department. OAK (PS, POS, DE)
54. That the Owner agrees to provide for the **utility servicing stubs** for electrical, telecommunication, water, and storm and sanitary facilities into the Neighbourhood Park (block 57), as required. OAK (POS)
55. That the Owner agrees to **implement cycling and trails plans** in accordance with the North Oakville Trails Plan, and the enacted Development Charges By-law to the satisfaction of the Town. OAK (POS)
56. That the Owner agree to not re-grade or **stockpile fill** or material within Blocks 56 or 57 or within 7.5 metres of the watercourse block without prior written approval of the Town's Development Engineering and Parks and Open Space Departments, and Halton District School Board. OAK (POS, DE)
HDSB
57. That the Owner shall **install information signs**, not less than 1.2 metres by 1.2 metres, on all walkway, park and open space blocks clearly advising of the future use and function of these blocks and the facilities / amenities to be constructed within the open space block prior to registration. The Owner agrees to install signs on all frontages of the park blocks at locations to be determined by the Town. The Owner is to maintain these signs in good, readable condition until such time as the land is developed. OAK (POS)
58. 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)
59. The Owner agrees that Blocks 42, 52, 55, 56, and 57 within the draft plan of subdivision are independently unsuitable for residential development. The applicant further agrees to **co-operate with adjacent land owners(s)** to affect any land assembly required to ensure that such blocks are developed in conjunction with the abutting lands, or provide alternate arrangements, and in accordance with the Zoning By-law. OAK (DE)
60. That the Owner agrees that **temporary turnarounds** located at the east end of Street 'K' and Sixteen Mile Drive are required until such time that these streets are continued when the adjacent lands to the east are developed. This will require Blocks 42, 52 to be frozen from development in whole or in part. OAK (DE)
61. 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, DE)
62. 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)
63. 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)
64. That the Owner agrees to **place topsoil on lots, boulevards and parkland** in accordance with approved Town standards. OAK (POS)
(DE)
65. 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, inclusive of entrance locations; and further, that the OAK (PS, DE, POS)
CH

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. And further, that the Owner prepare a **facility fit plan** for any neighbourhood park blocks confirming that the expected program elements may be incorporated. This will include any and all active sports fields, their associated buffer requirements and all supporting amenities.

66. 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 Natural Heritage System block or open space areas** which may be disturbed during the development of the subdivision. OAK (DE)
CH
67. 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)
68. 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)
69. That the Owner agrees to not store **construction materials** on vacant lots and/or open space blocks that abut lots which are occupied by homeowners. OAK (DE, POS)
70. 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)
71. That the Owner implements a **monitoring program** to the satisfaction of the Town and Conservation Halton for Erosion and Sediment control, stormwater management facilities, modified streams and stormwater management works, municipal services and trails with the Natural Heritage System, in accordance with the Water Resources Final Mediation Reports (Ontario Municipal Board) dated 30 August, 2007. The Owner shall submit monthly sediment and erosion control reports during construction to the satisfaction of Conservation Halton and the Town of Oakville. OAK (DE)
CH
72. 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)
73. 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 stabilised within 24 hours of exposure to minimize the transport of sediment downstream. CH
74. 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

75. The Owner is required to design the storm sewer outlet at SWM Pond 22A to over control the flows to a rate that would accommodate drainage from the future Dundas Street (Regional Road 5) reconstruction to be discharged uncontrolled to the West Morrison Creek. RMH (LPS)
76. That the Owner agrees that **pre and post development stormwater flows** from the site to the existing drainage system 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)
77. 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)
78. That the Owner agree to submit an updated **Phase I ESA** report together with a letter extending third party reliance to Halton Region, if applicable to the satisfaction of Halton Region's Senior Planner. The updated Phase 1 ESA report must be dated within eighteen months of the date of registration of the plan of subdivision. RMH (LPS)
79. The Owner be required to design and construct a 450mm diameter trunk sanitary sewer internal to this subdivision on Street "A" and North Park Boulevard (ID #5062) as required by the Area Servicing Plan for the North Oakville East Secondary Plan and as also required as per the Region of Halton's policy for the Design and Construction of Development Charges Projects by the Development Industry. The applicant will be responsible for paying all costs associated with these works. The Region will make reimbursement for the cost of designing and constructing the works when the appropriate funding is in place as per the policy. RMH (LPS)
80. That easements be provided for any watermains and/or sanitary sewers internal and/or external to the site that are not located in an existing road right-of-way and that these easements be dedicated to the Region of Halton for the purpose of watermain and/or sanitary sewer protection; these easements shall be dedicated with clear title (free & clear of encumbrances) and a certificate of Title shall be provided, in a form satisfactory to the Director of Legal Services. RMH (LPS)
81. That the Owner is required to construct a minimum 300mm diameter local watermain on Dundas Street East Street (Regional Road No. 5) to provide watermain looping and fire protection to the lands adjacent to Dundas Street East to the satisfaction of Halton Region's Development Project Manager. RMH (LPS)
82. The Owner agrees to provide and install individual pressure reducing valves (PRV), where required, at the residential units within the subdivision to meet the requirements of the Ontario Building Code to the satisfaction of Halton Region's Development Project Manager. RMH (LPS)
83. The Owner agrees that occupancy of the units within this subdivision cannot proceed until sufficient secondary watermain connections are provided for either through the completion of the proposed watermain system located on the adjacent subdivision lands to the east or the proposed 600mm diameter Zone 4 on Sixth Line is constructed and is operational to the satisfaction of Halton Region's Development Project Manager. RMH (LPS)
84. The Owner shall agree that pre and post development stormwater flows from the site to the existing drainage system on Dundas Street (Regional Road 5) are maintained both during and after construction, such that there are no adverse impacts to the existing storm drainage system on this roadway, to the satisfaction of Halton Region's Development Project Manager. RMH (LPS)
85. That the Owner is required to fund and undertake all infrastructure works required for stormwater drainage improvements and upgrades to Dundas Street (Regional Road No. 5) that are required to accommodate any post development stormwater flows that are generated from this subdivision that exceed pre-development flow rates. All costs for any drainage improvements, including culvert extensions are to include design, construction and implementation for these upgrades. RMH (LPS)
86. The Owner be required to design and construct at their sole expense a local external sanitary sewer on Sixth Line as per the design standards of the Region of Halton to service the proposed developable lands fronting on this street that are part of this subdivision. RMH (LPS)

87. The Owner be required to design and construct at their sole expense a local external watermain on Sixth Line from Street “B” to Street “E” as per the design standards of the Region of Halton to service the proposed developable lands fronting on this street that are part of this subdivision. RMH (LPS)
88. The Owner be required to design and construct a 600mm diameter trunk Zone 4 watermain external to the limits of this subdivision on Sixth Line from Sixteen Mile Drive northward to Street “B” (W2728A) as required by the Area Servicing Plan for the North Oakville East Secondary Plan and as also required as per the Region of Halton’s policy for the Design and Construction of Development Charges Projects by the Development Industry. The applicant will be responsible for paying all costs associated with these works. The Region will make reimbursement for the cost of designing and constructing the works when the appropriate funding is in place as per the policy. RMH (LPS)
89. 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)
90. 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)
91. 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
92. That the Owner acknowledge its responsibility to up-front the cost of any extension to the **electrical distribution system**. OH
93. 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
94. That the Owner agree to provide a sidewalk at 1.5 metres wide along all Neighbourhood Park (Block 57) frontages, in accordance with Parks and Open Space standards OAK (POS)
95. That the Owner shall submit a copy of the **approved sidewalk plan**, prepared to the satisfaction of the Town of Oakville, to the Halton District School Board and Halton Catholic District School Board. OAK (DE)
HDSB
HCDSB
96. That the Owner agrees to submit to the satisfaction of the Halton District School Board appropriate **soil and environmental investigations** for Block 56, site grading plans, storm water management plans, site servicing plans (sanitary, water and utilities) and an archaeological assessment. In the event of an identified concern, the Board may commission its own studies at the cost of the landowner. HDSB
97. That the Owner agrees in the Subdivision Agreement to the satisfaction of the Halton District School Board to erect a **chain link fence**, in accordance with the Board’s standards. The fence shall be located along the school block boundaries as determined by the Board(s) and shall be erected at such time as the adjacent development proceeds. HDSB
98. The Owner agrees to provide the **location of all Community Mail Boxes** on the approved Composite Utility Plan to the satisfaction of the Town and Canada Post. CP

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| 99. | The Owner agrees, prior to offering any units for sale, to display and maintain a map on the wall of the sales office in a place readily accessible to potential homeowners that indicates the location of all Community Mail Boxes within the development, as approved by Canada Post. Further, the Owner agrees to inform all homebuyers of the process to initiate mail delivery for their new home address. | CP |
| 100. | The Owner agrees to provide a suitable and safe temporary site for Community Mail Box locations. This temporary mail box pad will be a compacted gravel area with a minimum of a single row of patio stones for mail box placement. Temporary pad specifications will be provided to the Owner during the siting process. This location must be set up a minimum of 30 days prior to first occupancies. | CP |
| 101. | 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,
POS)
CH
HDSB
HCDSB
CP |
| i. | "Purchasers of Blocks 1, 10, 12, 16, 54 and 71 are advised that their properties are adjacent to lands which may be developed for future residential, commercial or mixed commercial / residential uses ." | |
| ii. | "Purchasers and/or tenants of lots or units in Blocks 30, 32-41, 43, 46, and 47 are advised that they abut a Walkway Block which will allow for public access." | |
| iii. | "Purchasers and/or tenants of lots or units adjacent to or near the Neighbourhood Park, Stormwater Management pond, or any other parkland and open space are advised that these parks and open spaces, in whole or in part, may be vegetated to create a natural setting. Be advised that, in these areas, the Town may not carry out routine maintenance such as grass and weed cutting." | |
| iv. | "Purchasers and/or tenants of lots or units adjacent to or near the Neighbourhood Park and servicing / walkway blocks are advised that these open space areas will be used for general active and passive public recreation and leisure uses, including but not limited to walkways (lit and unlit), bikeways, playgrounds, trails, sports field (lit or unlit), splash pad, visitor parking, and/or multi-use courts. In addition to daytime use, park facilities may be used in the evenings and on weekends." | |
| v. | "Purchasers and/or tenants of Blocks 30, 32-41, 43, 46, and 47 are advised that a walkway may abut the subject property consistent with the North Oakville East Trails Plan. During normal use of, and activity on, the walkway, some noise could occasionally be generated that may potentially interfere with outdoor activities on the subject property." | |
| vi. | "Purchasers and/or tenants near or adjacent to Blocks 61 to 68 are advised that these blocks are regulated by Conservation Halton . Conservation Halton must be contacted prior to any development occurring on adjacent properties." | |
| vii. | "Purchasers and/or tenants for all lots adjacent to the Natural Heritage System , stormwater management pond and buffer blocks (blocks 61-68), are advised that the Town reserves the right to install a public trail connection within these blocks. Further, purchasers are advised that individual gate access to these blocks from their property is prohibited. In addition, dumping of yard waste or other household materials is also prohibited." | |
| viii. | "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." | |
| ix. | "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." | |

- x. “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.”
- xi. “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.”
- xii. “Purchasers and/or tenants are advised that **private landscaping** is not permitted to encroach within the Town’s road allowance, public open space or Natural Heritage System area. Any unauthorised encroachments are to be removed by the homeowner prior to Assumption.”
- xiii. “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.”
- xiv. “Purchasers are advised that any **unauthorised 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.”
- xv. “Purchasers are advised that the following street(s) in the area may be designated as **interim or permanent bus routes**, and that bus stops and shelters may be installed along the street(s): Street A, Sixteen Mile Drive, North Park Boulevard”
- xvi. “Purchasers and/or tenants are advised that home/business mail delivery will be from designated **centralised 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. “
- xvii. “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.”
- xviii. “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.”
- xix. “Purchasers are advised that the Neighbourhood Park may contain **children’s play equipment** that may generate noise or nuisance to those homebuyers who purchase adjacent to parks and open space. The Neighbourhood Park may also contain community mailboxes. Community Parks may also include the provisions for sports field lighting that may generate noise or nuisance to homebuyers who purchase adjacent to community parks.”
- xx. “Purchasers are advised that Town **Stormwater Management Ponds** will be subject to scheduled maintenance and periodic cleanout in accordance with Town requirements.”
- xxi. “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.”
- xxii. “Purchasers of lots/units abutting, fronting and adjacent to the school site designated for the Halton District School Board are advised that **temporary facilities / portables** may be sited on the school site in order to accommodate pupils in excess of the school building capacity.”
- xxiii. “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.”

- xxiv. “Purchasers are advised that North Oakville is founded on the principle of public transit as a priority and as such buses with varying frequencies of services are expected to operate throughout the neighbourhoods. Residents are expected to accept bus operations, with their associated impacts as a reality along roadways of this community. Transit infrastructure including **bus stops and bus shelters** may be located on municipal streets within subdivisions either as temporary and/or permanent features.”
- xxv. “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.”
- xxvi. “Purchasers are advised that there is the potential for high water pressures within the subdivision.”

In cases where offers of purchase and sale have already been executed, the Owner must send a letter to all purchasers which includes the above statements.

- 102. 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. Also that the owner shall post in a clear site a copy of the plan indicating the Community Mail Box sites at the sales office. This plan is requested to be completed and approved prior to the start of the House sales for the subdivision. 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
- 103. 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)
- 104. 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.
- 105. 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
- 106. That the Owner agrees to obtain **written permission** from the Halton District School Board **prior to placing any fill** on the school Block 56. HDSB
- 107. In the event that required subdivision land use and notice signage becomes damaged and/or missing from OAK (DE)

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.

108. That the Owner shall provide in each of the sales offices a **large coloured map**, not less than 1.5 metres by 2 metres, of the approved land use plans to date and/or where applicable, the land use plans approved in the Official Plan for the overall community together with a copy of the Town of Oakville Official Plan and a prominent note indicating that further information can be obtained from the Oakville Planning Services Department. OAK (DE)
109. That the Owner provides a **fire break plan** and other fire prevention measures, including maintaining fire department access during all phases of development, to the satisfaction of the Town of Oakville, where necessary. OAK (FD)
110. 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)
111. 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. OAK (DE, POS)
CH
112. 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 the Natural Heritage System / parkland / stormwater management facility (where applicable) blocks 64, 65, 67, 68 and the abutting lots and/or blocks. The fence must be installed prior to occupancy on adjacent lots in order to ensure there is no encroachment by the builder or homeowner into the natural heritage system / parkland / stormwater management facility (where applicable) Blocks 64, 65, 67, 68 to the satisfaction of the Planning Services Department, Development Engineering Department, Conservation Halton and Parks and Open Space Department. 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 (PS, DE, POS)
CH
113. 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 an amount to be determined. 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.
114. That the Owner **satisfies the telecommunications provider** with respect to their land requirements and OAK (DE)

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.

115. 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)
116. 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)