

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

**Town File Numbers: 24T-12011B, Z.1314.06B
Draft Plan Dated: July 25, 2016**

This approval applies to the draft plan of subdivision (24T-12011B) prepared by Korsiak Urban Planning dated July 25, 2016 containing 50 blocks. The conditions applying to the approval of the final plan for registration are as follows:

No.	CONDITIONS FOR INCLUSION IN SUBDIVISION AGREEMENTS (TOWN and/or HALTON REGION)	<i>CLEARANCE AGENCY</i>
1.	The Owner agrees that the entire draft plan of subdivision is independently unsuitable for residential development. The applicant further agrees to co-operate with adjacent land owners(s) to the north, south, east and west to affect any land assembly required to ensure that such blocks and streets are developed in conjunction with the abutting lands to the satisfaction of the Town of Oakville and in accordance with the Zoning By-law.	OAK (DE) OAK (PS)
2.	The Owner agrees that written acceptance from an adjacent landowner's representative indicating they are in acceptance with the proposed road works and grading is required.	OAK (DE)
3.	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)
4.	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	OAK (DE)

	reasonably, that the performance of the stormwater management facilities / works is in accordance with acceptable engineering practices, the Owner shall take immediate remedial action.	
5.	<p>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 stabilized 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 itemize such items which the Owner will be required to remediate prior to the assumption.</p> <p>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.</p> <p>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.</p>	OAK (DE)
6.	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 within the Natural Heritage System, in accordance with the Water Resources Final Mediation Reports (Ontario Municipal Board) dated 30 August, 2007.	OAK (DE) CH RMH (LPS)
7.	That the Owner agrees to submit monthly (and after all rainfall events equal or greater than 10mm or significant snowfall events) sediment and erosion control reports during construction to the satisfaction of Conservation Halton and the Town of Oakville.	OAK (DE) CH RMH (LPS)

8.	That the Owner agrees to provide and implement a Stormwater Management Pond Monitoring Program which fully outlines the monitoring requirements and procedures for Pond 27 to the satisfaction of Town of Oakville Development Engineering Department and Conservation Halton.	OAK (DE) CH
9.	That the Owner agrees to provide and implement an Operations and Maintenance Plan for Pond 27.	OAK (DE)
10.	That the Owner agrees that pre and post development storm water flows from the site to the existing drainage system on Burnhamthorpe Road (Regional Road 27) 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)
11.	That the owner agree that no fill from the site may be dumped on or off-site in an area regulated by a Conservation Authority without the prior written permission of the applicable Conservation Authority.	CH
12.	That the Owner ensures that there are no in or near water works undertaken during the fisheries window as defined by the Ministry of Natural Resources and Forestry (MNRF) and Conservation Halton.	CH
13.	That the Owner agrees to not stockpile fill within 15 metres of a watercourse or stormwater management block without prior written approval by Conservation Halton.	CH
14.	That the Owner agrees that native non-invasive species shall be planted in accordance Conservation Halton Landscaping Guidelines for lands within and adjacent to all natural heritage systems, watercourses, and stormwater management facilities blocks and for all lands within Conservation Halton's regulated area.	CH RMH (LPS)
15.	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: <ul style="list-style-type: none"> 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, 	OAK (DE)

	<p>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</p> <p>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.</p>	
16.	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)
17.	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)
18.	In the event that required subdivision land use and notice signage becomes damaged and/or missing from their original approved locations, the Town may re-install signage on the Owner's behalf and the Owner shall reimburse the Town for such works.	OAK (DE)
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 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
20.	The Owner agree to post securities and implement the Town-approved LID pilot project to the satisfaction of the town.	OAK (DE)

21.	The Owner agree to monitor the approved LID pilot project in accordance with the Town-approved stormwater management monitoring program.	OAK (DE)
22.	That the Owner agrees that any exposed soil within a watercourse block , as a result of realignment, rehabilitation, grading or other development works, will be seeded or otherwise stabilized within 24 hours of exposure to minimize the transport of sediment downstream.	CH
23.	That the Owner acknowledge its responsibility to up-front the cost of any extension to the electrical distribution system .	OH
24.	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)
25.	That the development shall be subject to full municipal water and sanitary sewer services to the satisfaction of the Regional Municipality of Halton.	RMH (LPS)
26.	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 or his designate.	RMH (LPS)
27.	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)
28.	The Owner agrees that building permits for units within this subdivision cannot proceed until all of the following are constructed and operational to the satisfaction of Halton Region's Development Project Manager: a) the proposed sanitary sewer system and water system located on the adjacent subdivision lands to the west (Emgo subdivision 24T-12012 and Sixth Line Corp. subdivision 24T-12009)	RMH (LPS)

29.	The Owner agrees to undertake and complete the construction of the connections of any isolated watermain stubs including works that are located on adjacent lands that are required for the ultimate water servicing of this subdivision to the satisfaction of the Region's Development Project Manager	RMH (LPS)
30.	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
31.	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)
32.	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)
33.	All roadways are to be designed to Town of Oakville standards and partial roads within the draft plans are not permitted, unless other suitable arrangements are made with the Director of Development Engineering.	OAK (DE)
34.	The Owner agrees that the storm sewer going south of Settlers Road East on Vernon Powell Drive and going west through Block 37 on the Petgor Draft Plan (24T-12011) dated July 25, 2016 and to Street "A" on the EMGO (North Oakville) Ltd. (24T-12012) draft plan dated May 25, 2016 is temporary. This storm sewer will be removed and disposed of when the ultimate storm sewer is built on Street "A" going north to Settlers Road East and east back to Vernon Powell Drive on the hold out property and non-participating lands.	OAK (DE)

35.	<p>If the development of this draft plan does not occur in conjunction with the lands to the west (24T-12012, EMGO and 24T-12009, Sixth Line Corp.):</p> <ol style="list-style-type: none"> The Owner agrees that Blocks 2 to 8, 62, and 63 within the draft plan of subdivision and Camellia Crescent and Zachery Crescent, are independently unsuitable for residential development. If the development of this draft plan does not occur in conjunction with the lands to the west or to the east of Threshing Mill Boulevard, in addition to the above, Block 1 and Threshing Mill Boulevard are also 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 and in accordance with the Zoning By-law. 	OAK (DE)
36.	<p>If the development of this draft plan does not occur in conjunction with the lands to the west, but in conjunction with the lands to the east of Threshing Mill Boulevard:</p> <ol style="list-style-type: none"> Threshing Mill Boulevard will require a temporary turnaround at the far west end. This will require that part or all of Block 1 be frozen from development to the satisfaction of the Director of Engineering. 	OAK (DE)
37.	<p>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.</p>	OAK (FD)
38.	<p>That the Owner retain the services of a landscape architect in good standing with the OALA 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 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.</p>	OAK (PS, P, DE)
39.	<p>The Owner agrees to plant all vegetation (which is not required for stabilization) within 12 months of draft plan registration as per the approved landscape drawings.</p>	CH

40.	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, caliper 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 (P, DE)
41.	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 Department and Development Engineering.	OAK (P, DE)
42.	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 (P, DE)
43.	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 (P, EC)
44.	That the Owner shall install information signs , not less than 2 metres by 3 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 (P)
45.	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)
46.	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)

47.	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
48.	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
49.	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/Cogeco
50.	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)
51.	That the Owner agrees to place topsoil on lots, boulevards and parkland in accordance with approved Town standards.	OAK (P, DE)
52.	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, P)
53.	The owner acknowledges that all works which are the responsibility of the Owner to complete shall be supervised during construction 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 inspection staff on site during construction activities to obtain the required "as constructed" field information, and to ensure compliance with the approved drawings and the Region's Current Construction and Design Standards.	RMH (LPS) OAK (DE)
54.	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)

55.	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)
56.	That the Owner agrees to implement the applicable Minutes of Settlement/Supplementary Minutes of Settlement / Agreements with the Town of Oakville and Conservation Halton to the satisfaction of the Town and Conservation Halton.	OAK (PS, DE) CH
57.	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)
58.	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 finalized. 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
59.	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, EC)
60.	The Owner agrees to provide an updated letter of reliance extending third party reliance to Halton Region, to the satisfaction of Halton Region's Senior Planner. The updated letter must be dated within eighteen (18) months of the date of registration of the plan of subdivision.	RMH (LPS)
61.	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)
62.	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)

63.	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 29, 30, 31, 32, 33, 34, 35 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 29, 30, 31, 32, 33, 34, 35 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, P) RMH (LPS)
64.	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
65.	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 Pt 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 Pt 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
66.	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
67.	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: i. "Purchasers of Blocks 1 to 9, 27, 28, and 37 to 40 are advised that their properties are adjacent to lands which may be developed for future residential ."	OAK (PS, DE, P) HDSB HCDSB CP

	<ul style="list-style-type: none">ii. “Purchasers and/or tenants of lots or units adjacent to or near the Stormwater Management pond, or any other parkland and open space are advised that these Parks, 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.”iii. “Purchasers and/or tenants of lots or units adjacent to or near the 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.”iv. “Purchasers and/or tenants of Blocks 1, 2, 5, 8, 9, 12, 16, 17, 18 and 19 are advised that a walkway may abut the subject property consistent with the North Oakville 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.”v. “Purchasers and/or tenants for all lots adjacent to the Natural Heritage System, stormwater management pond and buffer blocks (Blocks 29, 30, 31, 32 and 33), 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.”vi. “Purchasers and/or tenants for all lots adjacent to the watercourse block or other feature regulated by Conservation Halton are advised that these features are regulated by Conservation Halton and that encroachment is not permitted and that vegetation shall not be manicured in accordance with Ontario Regulation 162/06.”vii. “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 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.”viii. “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”	
--	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--

	<p>ix. “Purchasers and/or tenants are advised that the homeowner’s Builder is required to ensure the lot is graded to the approved lot grading plan and to have the lot grading certified prior to the reduction/release of any post lot grading securities. The Builder is to advise the purchaser once the lot has been graded to the approved plan and certification has been provided to the Town. The purchaser and/or tenant will be provided a period of time in which contest any grading issues. Should the purchaser not contest the grading certificate completed by the Builder, the purchaser will then assume full responsibility for the lot grading beyond that point. Purchasers are advised that they are not permitted to modify or alter the grading of their lot without prior written approval from the Town of Oakville.”</p> <p>x. “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 the compliance and that a Site Alteration Permit may be required prior to proceeding to do any site work.”</p> <p>xi. “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 unauthorized encroachments are to be removed by the homeowner prior to Assumption.”</p> <p>xii. “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.”</p> <p>xiii. “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.”</p> <p>xiv. “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): Settlers Road East and Marvin Avenue.”</p> <p>xv. “Purchasers and/or tenants are advised that home/business mail delivery will be from designated centralized 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.”</p> <p>xvi. “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.”</p> <p>xvii. “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.”</p>	
--	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--

	<p>xviii. “Purchasers and/or tenants of lots in proximity to Sixth Line are advised that noise attenuation barriers may be located adjacent to the lot on public property and that no modifications or alterations are permitted to the noise attenuation structure.”</p> <p>xix. “Purchasers are advised that Town Stormwater Management Ponds will be subject to scheduled maintenance and periodic cleanout in accordance with Town requirements.”</p> <p>xx. “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.”</p> <p>xxi. “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.”</p> <p>xxii. “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.”</p> <p>xxiii. “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. Purchasers are also advised to review the parking plan for the subdivision and to educate themselves regarding the Town’s parking programs, including the North of Dundas on-street parking permits. Purchasers are further advised that on-street parking is prohibited, year round, from 2 a.m. to 6 a.m. unless a valid permit has been obtained.”</p> <p>xxiv. “Purchasers are advised that there is the potential for high water pressures within the subdivision.”</p> <p>xxv. “Purchasers are advised that layby parking along Burnhamthorpe Road is not guaranteed. In the event that layby parking is provided along Burnhamthorpe Road, the long term availability of such parking is not guaranteed.</p>	
--	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--

	<p>xxvi. “Purchasers are advised that the frequency of snow ploughing on Burnhamthorpe Road (through travel lanes) will differ from that of snow ploughing of the layby parking areas.</p> <p>xxvii. “Purchasers are advised that in the event layby parking is provided along Sixth Line and/or Burnhamthorpe Road, parking restrictions may be imposed within the layby parking areas to:</p> <ul style="list-style-type: none"> a) limit the permitted duration of parking (current standard 3 hours or less); b) prohibit overnight parking (current standard between the hours of 2 a.m. and 6 a.m., either all year or between November 15 and April 15); and/or c) implement pay parking.” <p>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.</p>	
68.	<p>The Owner acknowledges that as of the date of draft plan approval, layby parking on Burnhamthorpe Road has not been approved by the Town. The Owner agrees that any subdivision marketing materials will contain notes and warning clauses to indicate that layby parking along Burnhamthorpe Road is not yet confirmed, until such time approved by the Town.</p>	<p>OAK (DE) OAK (PS)</p>
69.	<p>The Owner shall design and construct Burnhamthorpe Road abutting the plan and beyond as may be required for grading and transitioning purposes, to full urban standards on the south side and, subject to the availability of necessary land, include the curb on the north side to the satisfaction of the Town (and the Region of Halton subject to road jurisdiction). The Owner shall be financially responsible for such works unless the road is included as an eligible project under a future Development Charge by-law.</p>	<p>OAK (DE)</p>

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 (P)	Town of Oakville – Parks 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