

APPENDIX D

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

**Town File No.'s: 24T-14006/1722
Draft Plan Dated Revised
September 9, 2016**

This approval applies to the draft plan of subdivision (24T-14006/1722 prepared by KORSIAK URBAN PLANNING dated revised September 9, 2016 illustrating 1 block and 22 lots.) The conditions that will be incorporated into the Subdivision Agreement are as follows:

CONDITIONS TO BE INSERTED INTO SUBDIVISION AGREEMENTS (Town and/or Regional Municipality of Halton)	<i>CLEARANCE AGENCY</i>
1. 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)
2. The applicant agrees that development of Units 1 through 6 and 20 to 22, inclusive, as shown on the 22 lot draft plan of subdivision shall be subject to site plan control. The Town agrees that the intention of the scoped site plan control in respect to these lots is to review and confirm that the rear elevations of said Units is being undertaken in general conformity with the final and approved Urban Design Brief dated October 13, 2016 and in accordance with the Council approved design principles as outlined within the associated staff report dated November 7, 2016, and rear yard landscaping.	OAK (PS)
3. 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)
4. 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 (DE) OAK (F)
5. The Owner acknowledges that work completed on behalf of the Town shall not exceed the estimated values contained within the subdivision agreement and that the Town will not accept any further progress certificates relating to the Schedule 'K' works and will not consider the payment of said progress certificates received after the assumption of the subdivision by the Town. The Owner further acknowledges that work done on behalf of the Town may not be reimbursed until funded in the Town's approved capital budget.	OAK (DE) OAK (F)

6. That the owner agrees to construct the required offsite works within the northern boulevard area of Lakeshore Road. These works provide for the completion of the urban road platform to support the development form and shall extend from the existing edge of pavement up to the property line along the entire frontage of the site. The works shall include the grading and sodding of the boulevard to provide for positive drainage to the road gutter. The following items shall be constructed within the boulevard area: concrete curb and gutter, asphalt multi-use path, planting of street trees, and the installation of all utilities required for servicing of the development. These Lakeshore Road improvements shall be constructed at the owners cost and to the satisfaction of the Town. OAK (DE)
7. That the owner agrees to design and construct the sidewalk connection to School Gate so as to provide for a safe and functional transition from Block 23 to the School Gate travelled road. Block 23 may require an adjustment to the width of the block where it abuts the School Gate right-of-way. The owner shall be responsible for all works required to modify the School Gate boulevard and pavement in order to provide for this sidewalk connection. OAK (DE)
8. The Owner shall erect privacy fencing along the rear lot lines of Lots 1-7 and 19-22 and in accordance with the Town's fencing by-law, consideration shall be given to existing mature vegetation along these boundaries to determine the appropriateness of such fencing to the satisfaction of Development Engineering. OAK (DE)
9. That the Owner shall undertake to make the necessary arrangements to provide easements for stormwater drainage located within the subject property on all lots and that these easements be dedicated to the Town of Oakville for the purpose of stormwater drainage to the satisfaction of the Town. These easements shall be dedicated with clear title (free and clear of encumbrances). The width of the easements shall be determined by the Town. No structures or modifications to the lands as set out in the final engineering drawings for this development shall be permitted within these easements. OAK (DE)
10. That the Owner agrees to install supplementary rear lot catchbasin structures (to a maximum of one catchbasin per lot) and supporting pipe systems within this plan of subdivision as a means of improving the rear lot drainage plan. These additional rear lot catchbasins and pipe systems will serve to improve the number of inlet points servicing the rear yard areas within and external to the plan and is intended to minimize the reliance on lot through lot drainage patterns normally defined by simple swale systems. The number of and location of additional rear lot catchbasins and pipe systems will be resolved through the engineering review of this plan of subdivision and the Owner agrees that the design shall be accommodating to both the lands within the plan of subdivision and the lands external to the subdivision that will rely on this drainage system as a means of relieving those lands of drainage runoff. OAK (DE)
11. 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)

12. 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)
13. That the Owner agrees to construct **stormwater management facilities** according to the approved plans and reports for this subdivision as prepared by Trafalgar Engineering Ltd. OAK (DE)
14. 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)
15. 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)
16. 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)
17. 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)
18. 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)
19. 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.
20. That the Owner agrees that all **roadways** are to be designed and constructed 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)
21. 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)
22. 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)
23. 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)
24. 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. OAK (DE)
25. 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 Development Engineering. OAK (DE)
26. 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)
27. That the Owner agrees to place **topsoil** on lots, boulevards and walkway in accordance with approved Town standards. OAK (DE)
28. That the Owner agrees to **post acceptable securities** with the Town of Oakville OAK (DE)

- as part of the subdivision agreement, for the purpose of ensuring the construction and completion of all works identified on the approved engineering plans during the development of the subdivision.
29. 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)
30. That the Owner provides a **fire break plan** and other fire prevention measures to the satisfaction of the Town of Oakville, where necessary. OAK (FD)
31. That the owner agrees that **no fill from the site may be dumped on or off-site** in an area regulated by Conservation Halton without the prior written permission of Conservation Halton. CH
32. 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)
33. 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)
34. That the Owner shall prepared **sidewalk plan** to the satisfaction of the Town of Oakville and Halton District School Board. OAK (DE)
HDSB
35. That the Owner provides the Halton District School Board and Halton Catholic 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
HCDSB
36. 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
37. 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 CP

requesting mail delivery.

38. 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. OAK (DE)
CP
39. 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
40. 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
41. That the Owner acknowledge its responsibility to up-front the cost of any extension to the **electrical distribution system**. OH
42. That the Owner agrees to place the following **notification in all offers of purchase and sale** for all lots and/or units and in the Town's subdivision agreement to be registered on title: OAK (PS,
DE)
HDSB
HCDSB
CP
 - a) "Purchasers and/or tenants of Lot 1 are advised that they abut a **Walkway Block** which will allow for public access."
 - b) "Prospective purchasers are advised that pedestrian access points to school sites will be generally located in areas convenient to the Halton District School Board. Access points will not be accessible until major construction activity within the subdivision has been completed."
 - c) "Purchasers and /or tenants are advised that **gates are not permitted** to be installed along any boundary fence adjacent to any lands intended for a school."
 - d) "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."
 - e) "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.”

- f) “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.”
- g) “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.”
- h) “Purchasers and/or tenants are advised that **private landscaping** is not permitted to encroach within the Town’s road allowance. Any unauthorised encroachments are to be removed by the homeowner prior to Assumption.”
- i) “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**.”
- j) “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.”
- k) “Purchasers and/or tenants are advised that home/business mail delivery will be from designated **Community Mail Boxes** and that purchasers are to be notified by the developer/owner regarding the exact centralized mail box locations prior to the closing of any home sales. “
- l) “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.”
- m) “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.”
- n) “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.”
- o) “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.”

- p) “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.”

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

LEGEND – CLEARANCE AGENCIES

BC	Bell Canada
Cogeco	Cogeco Cable
CP	Canada Post
HCDSB	Halton Catholic District School Board
HDSB	Halton District School Board
CH	Conservation Halton
OAK (A)	Town of Oakville – Planning Administration
OAK (F)	Town of Oakville - Finance
OAK (L)	Town of Oakville – Legal
OAK (DE)	Town of Oakville – Development Engineering Department
OAK (PS)	Town of Oakville – Current Planning Services
OAK (LR)	Town of Oakville – Long Range Planning
OAK (Z)	Town of Oakville – Building Services Department, Zoning Section
OAK (FD)	Town of Oakville – Fire Department
OAK (POS)	Town of Oakville – Parks and Open Space Department
OAK (EC)	Town of Oakville – Engineering and Construction Department
OAK (T)	Town of Oakville – Transit
OH	Oakville Hydro
RMH (LPS)	Regional Municipality of Halton – Legislative and Planning Services
UG	Union Gas