

Ontario Municipal Board
Commission des affaires municipales
de l'Ontario



ISSUE DATE: July 19, 2017

CASE NO(S): PL160523

PROCEEDING COMMENCED UNDER subsection 51(34) of the *Planning Act*, R.S.O. 1990, c. P.13, as amended

Applicant and Appellant: Don Black Investments Limited
Subject: Proposed Plan of Subdivision - Failure of Middlesex County to make a decision
Purpose: To permit a draft plan of subdivision consisting of residential, commercial, institutional, parks and open space uses
Property Address/Description: 10293 Glendon Drive
Municipality: Municipality of Middlesex Centre
Municipality File No.: 39T-MC1301
OMB Case No.: PL160523
OMB File No.: PL160523
OMB Case Name: Don Black Investments Limited v. Middlesex (County)

PROCEEDING COMMENCED UNDER subsection 34(11) of the *Planning Act*, R.S.O. 1990, c. P.13, as amended

Applicant and Appellant: Don Black Investments Limited
Subject: Application to amend Zoning By-law No. 2005-005 - Refusal or neglect of the Municipality of Middlesex Centre to make a decision
Existing Zoning: Existing Use (EU) zone
Proposed Zoning: Site Specific (To be determined)
Purpose: To permit of residential, commercial, institutional, parks and open space uses
Property Address/Description: 10293 Glendon Drive
Municipality: Municipality of Middlesex Centre
OMB Case No.: PL160523
OMB File No.: PL160544

PROCEEDING COMMENCED UNDER subsection 22(7) of the *Planning Act*, R.S.O. 1990, c. P.13, as amended

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| Applicant and Appellant: Subject: | Don Black Investments Limited Request to amend the Official Plan - Failure of the Municipality of Middlesex Centre to adopt the requested amendment |
| Existing Designation: | Village Centre, Medium Density Residential, Residential, Parks and Recreation |
| Proposed Designated: Purpose: | Site Specific (To be determined) Alter the land use schedule of Komoka-Kilworth and the introduce a special policy for the property at 10293 Glendon Drive that would allow attached garages to protrude into front yards of residences |
| Property Address/Description: Municipality: | 10293 Glendon Drive Municipality of Middlesex Centre |
| Approval Authority File No.: | OPA 36 |
| OMB Case No.: | PL160523 |
| OMB File No.: | PL160930 |

Heard: June 15, 16, 19, 20, 2017 in London, Ontario and June 30, 2017 by telephone conference call

APPEARANCES:

Parties

Counsel

Tridon Group Ltd. as agents for Don Black Investments Limited

S. Snider
S. Kaufman

Municipality of Middlesex Centre Corporation of the County of Middlesex

W. Meagher

South Winds Development Co. Inc.

E. Cormier

Darren Micalief

Self-represented

DECISION DELIVERED BY S. JACOBS AND ORDER OF THE BOARD

INTRODUCTION

[1] Don Black Investments Limited (“DBI”) and South Winds Development Co. Inc. (“South Winds”) are neighbouring land owners in the Municipality of Middlesex Centre (the “Municipality”), each wishing to develop a subdivision. The purpose of this hearing was to deal with DBI’s draft plan of subdivision for its property located at 10293 Glendon Drive (the “subject property”). The remaining issue between the parties relates to the conditions of draft plan approval for wastewater and stormwater servicing; DBI (along with the County of Middlesex (“County”) and Municipality) propose wording for two of the conditions that is different from that proposed by South Winds.

[2] To facilitate its subdivision, DBI requires an amendment to the Official Plan for the Municipality (the “OPA”), and an amendment to the Municipality’s Comprehensive Zoning By-law No. 2005-005 (the “ZBA”). The Municipality refused the OPA and failed to make a decision on the ZBA within the statutory time frame, and so DBI appealed to the Ontario Municipal Board (the “Board”) pursuant to s. 22(7) and s. 34(11), respectively, of the *Planning Act*, R.S.O. 1990, c. P. 13, as amended (the “Act”). The County also failed to make a decision regarding the draft plan of subdivision within the statutory time frame, and so DBI also appealed to the Board pursuant to s. 51(34) of the Act.

[3] The parties advised the Board at the outset of the hearing that they had worked together to settle the vast majority of issues, bringing the issues list from over 40 issues to really just one issue pertaining to the draft plan conditions for the subdivision. Mr. Micalief, who appeared on behalf of an unincorporated residents group, indicated that his group no longer had any outstanding issues and that he was satisfied with the conditions as jointly proposed by DBI and the County/Municipality. He chose not to attend the rest of the hearing.

[4] Despite the narrow issue in this hearing, the Board heard four days of extensive planning and engineering evidence from the following witnesses, all qualified by the Board to provide opinion evidence:

On behalf of DBI:

- Karl Gonnsen (municipal engineering and land use planning);
- John Henricks (land use planning);

On behalf of the County and Municipality:

- Brian Lima (municipal engineering);
- Michael Hannay (urban design);
- Benjamin Puzanov (land use planning);
- Durk Vanderwerff (land use planning);

On behalf of South Winds:

- Anthony Gubbels (municipal engineering); and
- Carol Wiebe (land use planning)

[5] Don DeJong, principal of Tridon Group Ltd., the agent for DBI, also testified.

Procedural Matters

[6] Mr. Meagher advised the Board, at the start of the hearing, that, despite the Board's introductory comments that there was to be no unauthorized recording of the hearing, he was aware that someone was live-tweeting the hearing, creating an unofficial transcript. The Board reiterated its earlier comments regarding the recording of proceedings and also explained that any transcripts must be arranged in accordance with the Board's *Rules of Practice and Procedure* and that no such arrangements were made for this hearing.

[7] The Board dealt with several objections during the course of the hearing relating to the relevance of South Winds' discussions with the Municipality regarding its own subdivision. Both Mr. Gubbels and Ms. Wiebe were—at the request of counsel—excused during their respective testimony so that the Board could hear and dispose of the objections without influencing their testimony. In both instances, the Board ruled that any discussions between South Winds and the Municipality pertaining to South Winds' subdivision would not be relevant to the Board in this hearing. The witnesses were accordingly directed to limit their testimony to opinions regarding the conditions of draft plan approval before the Board for the DBI subdivision.

The Subject Property and Proposed Development

[8] The subject property is approximately 55.5 hectares (“ha”) in area. It is located within the Kilworth urban boundary, north of the Thames River, between existing residential areas to the east and Komoka Provincial Park to the south and a provincially-owned woodland to the west. Glendon Drive runs from north-east to south-west across the top portion of the subject property.

[9] DBI is proposing to construct 447 single-detached dwellings and 98 street townhouse dwellings. Three blocks are proposed for future residential uses, while two blocks are proposed for commercial development, with the balance of the subject property proposed for schools, parks, and walkways.

The Servicing Issue and Related Conditions of Draft Plan Approval

[10] All parties agree that the preferred, permanent solution for wastewater servicing in this area of the Municipality consists of a pumping station to be located on the South Winds property to direct flows to the Komoka Waste Water Treatment Facility (the “Komoka WWTF”). Similarly, the preferred permanent solution for stormwater management is a regional facility to be located on the South Winds property. South Winds and the Municipality have worked to secure Environmental Certificates of Approval (the “ECAs”) to facilitate these permanent solutions. South Winds, the Board

was advised, has appealed the conditions of approval for its draft plan of subdivision to the Board, with a hearing scheduled in October 2017.

[11] DBI therefore wishes to have the option to provide, at its sole cost and risk, interim wastewater and stormwater servicing until such time as the permanent servicing solutions become available. The County and Municipality are in agreement with including conditions that would allow the Municipality to permit interim servicing. The difference in the conditions proposed to the Board is that the DBI conditions allow DBI to apply to the Municipality for interim servicing options, which may include an option to connect to the Kilworth Waste Water Treatment Facility (the “Kilworth WWTF”), while making it clear that DBI must connect to the permanent servicing solutions once they are available. The conditions proposed by South Winds, in contrast, do not provide for interim servicing options, and instead reference the ECAs to make clear that any servicing must be done through the permanent solutions to be constructed by South Winds on its property. The difference in position is perhaps best illustrated with reference to DBI ‘s condition 7(g), which South Winds does not include in its proposed conditions (Note that ‘Edgewater’ refers to the South Winds subdivision):

Condition 7(g) as proposed by DBI and the County/Municipality:

7. That this approval is conditional upon and subject to wastewater conveyance infrastructure first being “in place”, subject to the Tendering Proviso, Release, Indemnity & Defence Provision set out and provided for in Condition #3, to transport wastewater from the Subdivision to the Komoka Wastewater Treatment Facility to the satisfaction of the Municipality and, in that connection, the following apply:

...

- g) In the event that agreements have not been executed between the Municipality and Edgewater to secure the wastewater conveyance infrastructure to the Komoka Waste Water Treatment Facility so as not to delay the construction program of the Subdivider, at the Subdivider’s election and risk, a portion of the Subdivision may be treated on an interim basis at the Kilworth Waste Water Treatment Facility if the facility is available to the satisfaction of the Municipality. All references to the Komoka Waste Water Treatment Facility shall include, if available to the satisfaction of the Municipality, such treatment at the Kilworth Waste Water Treatment Facility.

ISSUES AND ANALYSIS

[12] There is no question, based on the unanimous planning evidence, that the OPA ZBA, and draft plan of subdivision are consistent with the Provincial Policy Statement, 2014 (the “PPS”). In addition, the planners agree that the ZBA and draft plan of subdivision conform to both the Municipality and County Official Plans (“OP”) and generally represent good land use planning. The Board therefore has no trouble approving these instruments.

[13] The issue before the Board is a narrow one: It is reasonable for conditions of draft plan approval to provide for the option of interim servicing at the discretion of the Municipality?

[14] To answer the question in this case, the Board considered the following sub-issues:

1. Do the proposed conditions have regard for matters of provincial interest and are they consistent with the PPS, in accordance with s. 2 and s. 3(5) of the Act?
2. Do the conditions conform with the County and Municipality’s Official Plans, such that s. 24(1) of the Act is not offended?
3. Are the conditions reasonable in accordance with s. 51(25) of the Act?

1. Matters of Provincial Interest and the PPS

[15] Section 2 of the Act requires a decision of the Board to have regard to matters of provincial interest, while s. 3(5) requires the Board’s decision to be consistent with the PPS. While the DBI and County/Municipality planning witnesses agree that the DBI conditions have appropriate regard for matters of provincial interest and are consistent with the PPS, Ms. Wiebe, in her evidence in chief, disagreed. In particular, she raised concerns regarding s. 2(f) and 2(h) of the Act, which state that the Board must have

regard to matters of provincial interest, including the adequate provision and efficient use of sewage and water services and waste management systems (s. 2(f)) and the orderly development of safe and healthy communities (s. 2(h)). While she also referenced similar policies in the PPS, it became clear during cross-examination that she does not believe that interim servicing is contrary to the PPS or offends a matter of provincial interest. Rather, as she explained, she raised these concerns generally, and that her more specific concerns relate to the County and Municipality's OPs.

[16] While Ms. Wiebe is concerned that an interim solution that relies on the Kilworth WWTF may not be in the public interest, given operational concerns and complaints about the facility, the Board was not presented with evidence to substantiate this opinion. In addition, the Board is simply being asked to approve a condition that provides for the possibility of interim servicing, at the discretion of the Municipality, and understands that while the use of the Kilworth WWTF is a possibility, it is not a foregone conclusion. The engineering witnesses and Ms. Wiebe agreed that there is an interim solution available that relies on the Komoka WWTF, rather than the Kilworth WWTF. They also agree that there is capacity for the DBI development available at the Kilworth WWTF.

[17] The Board therefore finds that the conditions as jointly proposed by DBI and the County/Municipality have appropriate regard for matters of provincial interest and are consistent with the PPS.

2. The County and Municipality OPs

[18] South Winds submits, based on Ms. Wiebe's evidence, that neither the County or Municipality's OP permit interim servicing. The DBI conditions, in its submission, allow for interim servicing, i.e., a "public work", and that because the OPs do not permit interim servicing, the conditions have the potential to offend s. 24(1) of the Act, which requires that any public work must conform with the OP. The planning witnesses for both DBI and the Municipality, in contrast, share the opinion that the OPs do not prohibit

permanent servicing and that there is therefore no issue regarding conformity with the OPs, and, by extension, s. 24(1) of the Act.

[19] Turning first to the County's OP, it establishes a Growth Management Hierarchy with three types of Settlement Areas. The subject property is within an Urban Area. Section 2.3.2 of the OP requires that an Urban Area Settlement Area must be established in accordance with the following criterion:

- a) **Urban Areas** shall demonstrate the potential to accommodate future growth through population projections and must either have full municipal services or demonstrate the potential to provide full municipal services, through a master servicing component of settlement capability report and/or completion of an Environmental Assessment (EA), pursuant to the Environmental Assessment Act.

Section 2.3.8.1 further provides that:

Urban Areas either provide or demonstrate a strong potential to provide full municipal services. Urban Areas have the highest concentration and intensity of land uses in the County. Urban Areas are the focus for future growth and are expected to accommodate a significant portion of the projected growth over the planning period.

New development, other than infilling, shall be fully serviced by municipal or communal water and sewage disposal systems...

[20] The Municipality's OP similarly describes Urban Settlement Areas, explaining, in s. 5.1.1, that "[t]hese areas either provide or have the potential to provide full municipal services. All new proposed development shall be fully serviced by municipal water and sewage disposal systems."

[21] All of the planning and engineering witnesses agree that DBI's subdivision will be fully serviced by municipal water and sewage disposal systems. The proposed conditions would simply allow them to use an interim solution for these full services. In Ms. Wiebe's opinion, however, interim servicing is not permitted because, while the OPs allow for the possibility of interim services in Community Areas, there is no mention of interim services with respect to Urban Areas. For example, s. 2.3.8.2 of the County's OP states the following about Community Areas:

2.3.8.2 Community Areas

Community Areas are intended to serve the surrounding Agricultural Areas as well as provide an alternative to city or Urban Area living. Community Areas serve a community function but provide a more limited range of land uses and activities than in Urban Areas. The concentration and intensity of development is intended to be lower than in Urban Areas.

While Community Areas are intended to accommodate a portion of the County's future growth, certain Community Areas may experience more or less growth because of servicing, environmental and/or economic circumstances.

New development in Community Areas is intended to take place on municipal or communal services; **however, in areas where new development is proposed and municipal or communal services are not currently available or will not be available in the immediate future, development may proceed on other than full municipal services, on an interim basis, where provided for in a master servicing strategy component of a Settlement Capability Study or Environmental Assessment pursuant to the *Environmental Assessment Act*.** Such development should not preclude the efficient use of land should full services become available in the future and all servicing studies shall consider all servicing options. [emphasis added]

[22] The Municipality's OP contains similar language regarding servicing in Community Settlement Areas in s. 5.1.2:

New development in **Community Settlement Areas** is intended to take place on municipal services. If such services are not available, communal services may be considered if appropriate justification is provided. **Further, in areas where municipal or communal services are not available or will not be available in the immediate future, Council and staff may consider the approval of interim development on other than full municipal services, where provided for in a master servicing strategy component of a Settlement Capability Study or Environmental Assessment pursuant to the *Environmental Assessment Act*.** Such development should not preclude the efficient use of land should full services become available in the future and servicing studies shall consider servicing options. [emphasis added]

[23] To accept Ms. Wiebe's opinion, that because the Urban Area policies are silent on interim servicing they are not permitted, would ignore the purpose and meaning of these OP provisions. The qualifier regarding interim servicing in Community Areas is that such servicing is provided other than on full municipal services. For example, as noted by Mr. Gonnsen, it may be possible for a development to have partial services,

such as using wells. In such an instance, where the County and Municipality have clearly articulated a preference throughout the OP for full municipal services, it makes sense that the OPs would only allow for partial services on an interim basis. Nowhere in the OPs can the Board find a provision that in any way limits, let alone prohibits, the provision of full municipal services on an interim basis. The Board therefore prefers the evidence of Messrs. Gonnsen, Henricks, Puzanov, and Vanderwerff that interim services are not prohibited by the OP, and that the DBI conditions, in requiring full municipal services, conform to the OPs.

[24] It is also Ms. Wiebe's opinion that, in accordance with the OPs, the permanent servicing solution is the only option due to the Middlesex Centre Master Servicing Plan (the "MSP") and the Kilworth Wastewater Outlet Schedule 'B' Class Environmental Assessment (the "Wastewater Class EA"). Here she relies on the combined effect of various OP policies, including s. 2.3.2(a) of the County's OP, cited above, and provisions of the Komoka-Kilworth Secondary Plan, which is incorporated into the Municipality's OP, to stand for the proposition that growth should be managed in an orderly manner. This is clearly articulated in s. 5.7.11(d) of the Komoka-Kilworth Secondary Plan:

- d) Services shall be provided in an orderly and coordinated manner that:
 - i. Provides for and encourages the construction and maintenance of services and utilities in an efficient manner while minimizing conflicts with other land uses.
 - ii. Provides for the future extension of services by developing sufficient capacity in the distribution, collection and treatment facilities to service the present and future needs of the Municipality.
 - iii. Protects the natural environment while providing the required services and utilities.
 - iv. Promotes co-operation with public agencies in planning for the multiple use of servicing and utility rights-of-way and corridors wherever possible.

- v. Protects the service and utility from encroachment that would constrain its operation, result in hazard to life and property, and/or increase the cost of its operation.

[25] In Ms. Wiebe’s opinion, because the MSP contemplates use of the Komoka WWTF, any provision of interim services to the Kilworth WWTF is inefficient, and therefore does not conform with the OPs. If the Board were to accept this reasoning, it could just as easily find that directing flows away from the Kilworth WWTF, which all agree has capacity for the DBI development, is similarly inefficient.

[26] Ms. Wiebe’s opinion also seems to incorporate the MSP and Wastewater Class EA into the Municipality’s OP. Nowhere in this OP does the Board see a requirement that either document must be adhered to rigidly. On the contrary, s. 5.7.11(a), which was referred to by all planning witnesses except for Ms. Wiebe, indicates that the MSP identifies “probable servicing solutions.”

5.7.11 Komoka-Kilworth Servicing Policies

...

General

- a) The Municipality has prepared a Master Servicing Plan to guide the determination of how lands required for long term urban growth will be serviced. The Master Servicing Plan projects a 20 year servicing boundary and identifies the probable servicing solutions for these areas. This Secondary Plan provides a more detailed servicing plan and progression of phasing for the Komoka-Kilworth Urban Settlement Area.

...

[27] While s. 2.3.2(a) of the County’s OP does indeed reference “a master servicing component of a settlement capability report and/or completion of an environmental assessment”, Ms. Wiebe agreed in cross-examination that this policy sets out criteria for the establishment of a Settlement Area, which is not what is before the Board. In addition, she agreed that the Municipality’s MSP is not a master servicing component of a settlement capability report referenced in s. 2.3.2(a).

[28] Even if the Board were to accept that the MSP and Waste Water Class EA are somehow rigidly incorporated into the OP, a review of those documents does not lead to the conclusion that interim servicing is prohibited. The Guiding Principles of the MSP, Ms. Wiebe agreed, give preference to long term solutions, but contemplate that there may be interim servicing solutions in the Municipality (Guiding Principle 3). The Guiding Principles also acknowledge that the MSP “would not and should not veto” the Municipality’s Growth Plan (Guiding Principle 2). Messrs. Gonnens, Henricks, Puzanov, and Vanderwerff agree that the development of the subject property is important for the Municipality’s realization of the Komoka-Kilworth Secondary Plan. The Board therefore finds no inconsistency between the DBI conditions and the MSP.

[29] Similarly, the Board finds, based on a review of the engineering evidence and of the document itself, that the Waste Water Class EA provides an evaluation of alternatives to convey wastewater to the Komoka WWTF. The Board heard no evidence to indicate that it prevents consideration of interim servicing options. There was significant discussion among the witnesses as to whether an addendum to this Wastewater Class EA would be required, with South Winds submitting that it would require amendment and DBI and the County/Municipality submitting that it would not. While the Board is not convinced, based on the evidence, that such an addendum would be necessary, it finds that it is not necessary for the Board to make such a determination. The DBI conditions, which give the Municipality authority to consider and approve any interim servicing solution, do not preclude an addendum if it were required.

3. Reasonableness of the Conditions

[30] Subsection 51(25) of the Act allows the Board to impose conditions that are “reasonable, having regard to the nature of the development proposed for the subdivision.” The Board elaborated on this consideration in *Taylor v. Guelph (City)*, [1998] 37 O.M.B.R. 61 to include the additional criteria of: 1. relevancy, 2. necessity, and 3. equity. Certainly there is no argument as to the relevancy of either set of proposed conditions before the Board in this case. It is also undisputedly necessary to address servicing for the proposed subdivision. However, the Board heard no evidence

to indicate the necessity of, as South Winds proposes, references to specific ECAs relating to the permanent servicing solutions. In fact Mr. Gubbels acknowledged that the conditions as proposed by South Winds do not completely address the servicing requirements for the DBI subdivision, as there is no mention of an ECA required for a sanitary sewer along Emerson Drive. The Board finds that it would therefore be unreasonable to impose the conditions as proposed by South Winds.

[31] Regarding equity, the Board heard extensive evidence from both Mr. Gubbels and Ms. Wiebe about the unfairness that would result from allowing the potential for interim servicing. It appears that their concerns stem from earlier discussions South Winds had with the Municipality about the potential for interim servicing on its property. These discussions apparently left South Winds with the impression that the Municipality categorically turns down all requests for interim servicing. While the Board indicated earlier that these discussions are not relevant to its determination in this hearing, it accepts Mr. Lima's evidence that all requests for interim servicing are considered on a case by case basis. The DBI conditions would in no way deviate from this practice. As the Municipality submitted, if DBI were to apply for an interim servicing solution, staff would consider it, and, if recommended, would bring it forward to Council, where it would be open for public discussion.

[32] Mr. Gubbels and Ms. Wiebe also share the view that it is unfair for DBI to be able to proceed with an interim solution when South Winds has spent significant time and resources working toward the permanent solutions. The Board heard no evidence to indicate the harm that would result to South Winds from the DBI conditions. Ms. Wiebe conceded that there is no financial concern, and suggested that perhaps staff resources would be diverted from working toward the permanent servicing solutions. The Board cannot accept this, given that all parties agree that the permanent servicing solutions are the Municipality's preferred solutions. The Board therefore finds no inequity in the DBI conditions.

[33] South Winds also submitted that the DBI conditions are unreasonable because they result in uncertainty. That is, by allowing the Municipality to determine whether

interim servicing should be permitted, there is uncertainty in the conditions as to how the DBI subdivision will be serviced. The Board does not accept this, for two reasons: (1) The DBI conditions are certain in that development on full municipal services will occur; and (2) they are also certain in that once the permanent servicing solutions are available, DBI must connect to the permanent services. It is not unusual for the Board, in imposing conditions, to leave the details of implementation for servicing within the discretion of the municipality. This is no different, and the Board finds that the exact method of servicing in this case is best left to the Municipality to determine, as it is in a better position than the Board to know the servicing capabilities of its facilities at any given time.

CONCLUSION

[34] The Board finds the conditions put forward by DBI and the Municipality to be reasonable. Conversely, the Board finds the South Winds conditions to be incomplete in addressing the servicing requirements of the DBI subdivision, and therefore unreasonable. While South Winds is not in agreement with the DBI conditions, the Board, based on the evidence at the hearing and extensive review of the exhibits, can find no reason why these conditions would impact South Winds, given that they very clearly require DBI to pay its fair share of the permanent servicing solutions and to connect to them as soon as they are available.

ORDER

[35] The Board orders that the appeals are allowed.

[36] The Board orders that the Official Plan for the Municipality of Middlesex Centre is amended in accordance with Attachment 1 to this Order.

[37] The Board orders that Municipality of Middlesex Centre By-law No. 2005-005 is amended in accordance with Attachment 2 to this Order. The Board authorizes the municipal clerk to assign a number to this by-law for record-keeping purposes.

[38] The Board orders that the draft plan as shown in Attachment 3 to this order is approved subject to the fulfillment of the conditions set out in Attachment 4 to this Order.

“S. Jacobs”

S. JACOBS
MEMBER

If there is an attachment referred to in this document,
please visit www.elto.gov.on.ca to view the attachment in PDF format.

Ontario Municipal Board

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ATTACHMENT 1

AMENDMENT NO. _____

to the OFFICIAL PLAN FOR THE MUNICIPALITY OF MIDDLESEX CENTRE

**A.
PURPOSE OF THIS AMENDMENT:**

The purpose of the Official Plan amendment is to revise conditions of the land use schedule for the Urban Settlement Area of Komoka-Kilworth (Schedule A-2: Komoka-Kilworth Urban Settlement Area & Secondary Plan) as it relates to 10293 Glendon Dr., lands legally described as Part of Lots 7 and 8 Concession 1 (geographic Township of Lobo) in the Municipality of Middlesex Centre. The effect of the amendment would be to change the collector road and multi-use trail locations on the property; remove the aggregate overlay; alter the park configuration and to include a school location.

The proposed Official Plan amendment also includes the introduction of a new special policy to Section 5.7.4.d) within the Middlesex Centre Official Plan that would only apply to 10293 Glendon Rd. The new special policy will permit garages to protrude from the habitable portion or porch on the main floor for a dwelling unit on lots 12.19 m or greater in frontage.

**B.
LOCATION OF THIS AMENDMENT:**

This Amendment pertains to 10293 Glendon Rd. only and no other lands within the Urban Settlement Area of Komoka- Kilworth.

**C.
BASIS OF THE AMENDMENT:**

An Official Plan Amendment is proposed in conjunction with a proposed zoning bylaw amendment and a draft plan of subdivision application by Don Black Investment Ltd. (File No. MC-13501). The amendment removes the "Aggregate Resource Area" delineation overlay that applies to the subject lands on Schedule "A-2" (Komoka-Kilworth Urban Settlement Area & Secondary Plan) of the Official Plan. This amendment is based on findings of a geotechnical investigation conducted as a part of the background work for the draft plan of subdivision. The study concluded the onsite granular materials are not considered an economically viable source of commercial aggregate and that the feasibility of commercial extraction was considered to be very low. The Ministry of Natural Resources approved the removal of the delineation overlay for the subject site.

The second part of the Amendment changes Schedule "A-2 - Komoka-Kilworth Urban Settlement Area & Secondary Plan" of the Official Plan to accommodate the proposed design of the draft plan of subdivision negotiated with the Municipality and County.

The third component of the Amendment includes a Special Policy regarding urban design matters associated with dwelling units to be constructed within the subject site.

D. The Amendment

1. Schedule "A-2- Komoka-Kilworth Urban Settlement Area & Secondary Plan ", is amended by deleting the "Aggregate Resource Area" delineation overlay from lands located at 10293 Glendon Rd.;

2. Schedule 'A-2 - Komoka-Kilworth Urban Settlement Area & Secondary Plan" to the Official Plan for the Municipality of Middlesex Centre Planning Area is amended by:

- a) Reducing the number of access points off County Road 14 (Glendon Road) to 10293 Glendon Road from two (2) to one (1) as shown on the attached Schedule 1;
- b) Reconfiguring the number and location of internal secondary roads as shown on the attached Schedule 1;
- c) Reconfiguring the boundary the proposed park as shown on the attached Schedule 1;
- d) Moving the location of the multi-use trail and access points thereto as noted on the attached Schedule 1;
- e) Adding the location of a proposed elementary school to Schedule A-2 as noted on the attached Schedule 1.

3. Section 5.7.4 d) of the text of the Official Plan is amended by adding the following Section:

Exceptions

5.7.4 d) i) Private attached garages for residential dwellings located at 10293 Glendon Dr., lands legally described as Part of Lots 7 and 8 Concession 1 (geographic Township of Lobo) shall be located no closer than zero (0) metres to the front lot line (i.e. edge of street ROW) than the habitable portion or porch of the main floor of the dwelling for lot widths less than 12.19 m (40 ft). However, attached garages for residential dwellings may be located up to one (1) metre closer to the front lot line (i.e. edge of street ROW) for lot widths from 12.19m (40 ft) up to 14 m (46 feet) and up to two (2) metres closer to the front lot line (i.e. edge of street ROW) for lot widths greater than 14 m (46 feet) wide provided that a variety of house designs and positive street frontage oriented to pedestrians is required by Architectural Design Guidelines prepared for the subdivision and that such exceptions may be subject to a maximum garage width and other requirements within the Municipality's Zoning bylaw to limit the visual and streetscape impacts of garages.

Without limiting the foregoing, these exceptions shall be limited and subject to municipally accepted Architectural Design Guidelines prepared for the subdivision by a qualified architect in Ontario acceptable to the Municipality, acting reasonably. The Architectural Design Guidelines will be managed by the developer in cooperation with and supported by the Municipality, having regard to the Municipality's Official Plan, Zoning By-law, Site Plan Manual and Urban Design Guidelines. The Architectural Design Guidelines will be included as a Schedule to all subdivision agreements and the subdivision agreements will include a provision for the hiring of a Control Architect at the implementation stage



Legend

- SPECIAL POLICY AREA #**
 - SPALINE
- SETTLEMENT BOUNDARY**
 - SETTLEMENT BOUNDARY
- AGGREGATE OVERLAY**
 - AGGREGATE OVERLAY
- OFFICIAL PLAN DESIGNATION**
 - AGRICULTURE
 - RESIDENTIAL
 - MEDIUM DENSITY RESIDENTIAL
 - VILLAGE CENTRE
 - SETTLEMENT COMMERCIAL
 - RURAL COMMERCIAL
 - SETTLEMENT EMPLOYMENT
 - STRATEGIC EMPLOYMENT AREA
 - PARKS AND RECREATION
 - NATURAL ENVIRONMENT
 - NATURAL HERITAGE ENHANCEMENT AREA
 - HAZARD LANDS
- COMMUNITY USE**
 - CP COMMUNITY PARK
 - NP NEIGHBOURHOOD PARK
 - RECREATION FACILITY
 - SCHOOL
 - FUTURE SCHOOL SITE
- TRANSPORTATION:**
 - ARTERIAL ROAD
 - COLLECTOR ROAD
 - FUTURE COLLECTOR ROAD
 - FUTURE LOCAL ROAD CONNECTION
 - COMMUNITY GATEWAY
 - MULTI-USE TRAILS
- OTHER:**
 - WASTEWATER TREATMENT FACILITY
 - STORMWATER MANAGEMENT
 - PROPOSED COLLECTOR ROAD

Scale: 1:20,000
North Arrow

ATTACHMENT 2

MUNICIPALITY OF MIDDLESEX CENTRE BYLAW NUMBER 2017-XXX

BEING A BY-LAW TO AMEND THE MIDDLESEX CENTRE COMPREHENSIVE ZONING BY-LAW NUMBER 2005-005 WITH RESPECT TO PART OF LOT 7 and 8, CONCESSION 1 (GEOGRAPHIC TOWNSHIP OF LOBO) ROLL NUMBER: 393900002002800

WHEREAS the Ontario Municipal Board deems it advisable to amend the Middlesex Centre Comprehensive Zoning By-law 2005-005;

AND WHEREAS this By-law is in conformity with the Middlesex Centre Official Plan;

THEREFORE the Ontario Municipal Board enacts as follows:

1. That Section 8.3 “Exceptions” be amended by adding the following sections:

“8.3.a (a) DEFINED AREA

UR1-a as shown on Schedule ‘A’, Key Map U-8

(b) MINIMUM FRONT YARD SETBACK

(i) Porch or habitable portion of dwelling

4.5 m (14.8 ft)

(ii) Attached Garage

6.00 m (19.7 ft), but not more than 1.00 metre (3.3 ft) closer to the front lot line than the porch or habitable portion of the dwelling on lots 12.19 metres (40 ft.) up to 14 metres (46 feet) wide and not more than 2.00 metres (6.6 ft) closer to the front lot line than the porch or habitable portion of the dwelling on lots greater than 14 metres (46 ft) wide.

(c) MINIMUM SIDE YARD SETBACKS

(i) Interior side yard 1.2 m (3.9 ft)

(ii) Exterior side yard, except attached garages 2.5 m (8.2 ft)

(iii) Exterior side yard for attached garages 6 m (19.7 ft)

(d) SIGHT VISIBILITY TRIANGLES

Notwithstanding any other provisions of this by-law, a sight visibility triangle shall have minimum dimensions of 6 m (19.7 ft) by 6 m (19.7 ft)

(e) MAXIMUM LOT COVERAGE

(i) main building, including dwelling and attached garage 40%

(ii) all buildings, including accessory buildings and structures subject to Section 4.1 a) 43%

8.3.b (a) DEFINED AREA

UR1-b as shown on Schedule 'A', Key Map U-8

(b) MINIMUM LOT FRONTAGE 13 m (42.7 ft)

(c) MINIMUM FRONT YARD SETBACK

(i) Porch or habitable portion of dwelling
4.5 m (14.8 ft)

(ii) Attached Garage

6.00 m (19.7 ft), but not more than 1.00 metre (3.3 ft) closer to the front lot line than the porch or habitable portion of the dwelling on lots 12.19 metres (40 ft.) up to 14 metres (46 feet) wide and not more than 2.00 metres (6.6 ft) closer to the front lot line than the porch or habitable portion of the dwelling on lots greater than 14 metres (46 ft) wide.

(d) MINIMUM SIDE YARD SETBACKS

(i) Interior side yard 1.2 m (3.9 ft)
(ii) Exterior side yard, except attached garages 2.5 m (8.2 ft)
(iii) Exterior side yard for attached garages 6 m (19.7 ft)

(d) SIGHT VISIBILITY TRIANGLES

Notwithstanding any other provisions of this by-law, a sight visibility triangle shall have minimum dimensions of 6 m (19.7 ft) by 6 m (19.7 ft)

(e) MAXIMUM LOT COVERAGE

(i) main building, including dwelling and attached garage 40%
(ii) all buildings, including accessory buildings and structures subject to Section 4.1 a) 43%

8.3.c (a) DEFINED AREA

UR1-c as shown on Schedule 'A', Key Map U-8

(b) MINIMUM LOT AREA 380 m² (4,090 ft²)

(c) MINIMUM LOT FRONTAGE 12 m (39.4 ft)

(d) MINIMUM FRONT YARD SETBACK

(i) Porch or habitable portion of dwelling
4.5 m (14.8 ft)

(ii) Attached Garage

6.00 m (19.7 ft), but not more than 1.00 metre (3.3 ft) closer to the front lot line than the porch or habitable portion of the dwelling on lots 12.19 metres (40 ft.) up to 14 metres (46 feet) wide and not more than 2.00 metres (6.6 ft) closer to the front lot line than the porch or habitable portion of the dwelling on lots greater than 14 metres (46 ft) wide.

(e) MINIMUM SIDE YARD SETBACKS

- | | |
|--|----------------|
| (i) Interior side yard | 1.2 m (3.9 ft) |
| (ii) Exterior side yard, except attached garages | 2.5 m (8.2 ft) |
| (iii) Exterior side yard for attached garages | 6 m (19.7 ft) |

(f) MINIMUM REAR YARD SETBACK 6 m (19.7 ft)

(g) SIGHT VISIBILITY TRIANGLES

Notwithstanding any other provisions of this by-law, a sight visibility triangle shall have minimum dimensions of 6 m (19.7 ft) by 6 m (19.7 ft)

(h) MAXIMUM LOT COVERAGE

- | | |
|--|-----|
| (i) main building, including dwelling and attached garage | 40% |
| (ii) all buildings, including accessory buildings and structures subject to Section 4.1 a) | 43% |

(i) MAXIMUM HEIGHT

Two storeys to a maximum of 13 m (42.7 ft), measured from the average finished grade elevation of the dwelling.

8.3.f (a) DEFINED AREA

UR1-d as shown on Schedule 'A', Key Map U-8

(b) NUMBER OF DETACHED DWELLINGS

Notwithstanding any other provisions of this By-law, multiple single-detached dwellings are permitted on a single lot in advance of the registration of a vacant land condominium plan against the lot. All other provisions of this zoning category must be adhered to as if the vacant land condominium plan, forming part of the condominium agreement that applies to the lot, is registered.

This clause shall not apply after the registration of a vacant land condominium plan against the land.

- (c) MINIMUM LOT AREA 340 m² (3,660 ft²)
- (d) MINIMUM LOT FRONTAGE 13 m (42.7 ft)
- (e) MINIMUM FRONT YARD SETBACK
 - (i) Porch or habitable portion of dwelling 4.5 m (14.8 ft)
 - (ii) Attached Garage 6 m (19.7 ft), but not closer to the front lot line than the porch or habitable portion of the dwelling
- (f) MINIMUM SIDE YARD SETBACKS
 - (i) Interior side yard 1.2 m (3.9 ft)
 - (ii) Exterior side yard, except attached garages 2 m (6.6 ft)
 - (iii) Exterior side yard for attached garages 6 m (19.7 ft)
- (g) MINIMUM REAR YARD SETBACK 6 m (19.7 ft)
MINIMUM REAR YARD SETBACK DECKS 3 m (9.8 ft)
- (h) SIGHT VISIBILITY TRIANGLES
 Notwithstanding any other provisions of this by-law, a sight visibility triangle shall have minimum dimensions of 6 m (19.7 ft) by 6 m (19.7 ft)
- (i) MAXIMUM LOT COVERAGE
 - (i) main building, including dwelling and attached garage 50%
 - (ii) all buildings, including accessory buildings and structures subject to Section 4.1 a) 55%
- (k) NET DENSITY
 The net density shall be less than 20 units per hectare”

That Section 10.3 “Exceptions” be amended by adding the following sections:

- “10.3.a (a) DEFINED AREA
 UR3-a as shown on Schedule ‘A’, Key Map U-8
- (b) PERMITTED USES
 street townhouse dwelling
- (c) MINIMUM LOT AREA 250 m² (2691 ft²)
- (d) MINIMUM FRONT YARD SETBACK
 - (i) Porch or habitable portion of dwelling 2.5 m (8.2 ft)
 - (ii) Attached Garage

6 m (19.6 ft), but not any closer to the front lot line than the porch or habitable portion of the dwelling

- (e) MINIMUM SIDE YARD SETBACK 1.2 metres (3.9 ft)
provided that no side yard shall be required between the common wall dividing individual dwelling units.
- (f) MINIMUM REAR YARD SETBACK 6 m (19.7 ft)
MINIMUM REAR YARD SETBACK DECKS 3 m (3.3 ft)
- (g) MAXIMUM LOT COVERAGE
 - (i) main building, including dwelling and attached garage 55%
 - (ii) all buildings, including accessory buildings and structures 61%
 - (iii) notwithstanding Section 4.1 b) of this by-law, the maximum total lot coverage permitted for all accessory buildings or structures shall not exceed 4.5%

10.3.b (a) DEFINED AREA

UR3-b (h-3) (h-6) (h-#) as shown on Schedule 'A', Key Map U-8

(h-#)

The precondition for the removal of the (h-#) holding symbol shall be that an urban design brief be prepared by a qualified professional in association with the site plan approval process for any proposed development on the lot to which the holding symbol applies and that the urban design brief shall require the approval of the Municipality.

- (b) PERMITTED USES
multiple unit dwelling
townhouse dwelling
- (c) MINIMUM LOT AREA 240 m² (2,583 ft²)
- (d) MINIMUM FRONT YARD SETBACK
 - (i) Multiple unit dwelling 0 m (0 ft)
 - (ii) Townhouse Dwelling
 - (a) Porch or habitable portion of dwelling 2.5 m (8.2 ft)
 - (b) Attached Garage
6 m (19.7 ft), but not any closer to the front lot line than the porch or habitable portion of the dwelling
- (e) MAXIMUM SETBACK FROM
GLENDON DRIVE (COUNTY ROAD 14) 10 m (19.7 ft)
- (f) GLENDON DRIVE (COUNTY ROAD 14) FRONTAGE

- (i) Percentage of Glendon Drive (County Road 14) frontage to include buildings 65%
 - (ii) The Glendon Drive (County Road 14) frontage shall be developed exclusively for multiple unit dwellings
 - (iii) All parking areas and driveways shall be prohibited on that portion of the land between Glendon Drive (County Road 14) and the northerly façades of those buildings adjacent to Glendon Drive (County Road 14).
- (g) MINIMUM SIDE YARD SETBACK:
- (i) 1.2m
 - (ii) 1.0m from the OS-a zone boundary
- (h) MINIMUM REAR YARD SETBACK 6 m (19.7 ft)
- (i) MINIMUM BLOCK NET DENSITY 20 units per hectare*
- *Density Calculations based on entire lot area, including areas zoned OS-a.
- (j) MAXIMUM BLOCK NET DENSITY 50 units per hectare*
- *Density Calculations based on entire lot area, including areas zoned OS-a.
- (k) MINIMUM OUTDOOR AMENITY AREA 25 m² (269 ft²)/unit*
- *Outdoor Amenity Area calculations shall include areas zoned OS-a.
- (l) MAXIMUM LOT COVERAGE
- (i) main building, including dwelling and attached garage 55%
 - (ii) all buildings, including accessory buildings and structures 65%
 - (iii) notwithstanding Section 4.1 b) of this by-law, the maximum total lot coverage permitted for all accessory buildings or structures shall not exceed 4.5%

That Section 15.3 “Exceptions” be amended by adding the following sections:

“15.3.a (a) DEFINED AREA

C1-a (h-#) as shown on Schedule ‘A’, Key Map U-8

(h-#)

The precondition for the removal of the (h-#) holding symbol shall be that an urban design brief be prepared by a qualified professional in association with the site plan approval process for any proposed development on the lot to which the holding symbol applies and that the urban design brief shall require the approval of the Municipality.

(b) PERMITTED USES

accessory use
animal clinic
clinic
club, private
day nursery
dwelling units, retirement home or nursing home above the first storey or
at the rear of the ground floor commercial uses
financial institution
hotel, motel or tavern
laboratory
office, general or professional
personal service establishment
place of entertainment
restaurant;
restaurant, take-out;
service shop
store, convenience;
store, retail;
studio

(c) Notwithstanding the permitted uses in 15.3.a, drive-thru facilities shall be prohibited.

(d) GLENDON DRIVE (COUNTY ROAD 14) FRONTAGE

- (i) Percentage of lot frontage to include buildings 65%
- (ii) All parking areas and any driveways shall be prohibited on that portion of the land between Glendon Drive (County Road 14) and the northerly façades of those buildings adjacent to Glendon Drive (County Road 14).

(e) MINIMUM SETBACK FROM
GLENDON DRIVE (COUNTY ROAD 14) 0 m

(f) MAXIMUM SETBACK FROM
GLENDON DRIVE (COUNTY ROAD 14) 5 m (16.4 ft)

- (g) MINIMUM SIDE YARD SETBACK 0 m
- (h) MINIMUM REAR YARD SETBACK 6 m (19.7 ft)
- (i) MAXIMUM LOT COVERAGE 50%
- (j) MAXIMUM HEIGHT 28 m (91.9 ft)

15.3.b (a) DEFINED AREA

C1-b (h-#) as shown on Schedule 'A', Key Map U-8

(h-#)

The precondition for the removal of the (h-#) holding symbol shall be that an urban design brief be prepared by a qualified professional in association with the site plan approval process for any proposed development on the lot to which the holding symbol applies and that the urban design brief shall require the approval of the Municipality.

(b) PERMITTED USES

accessory use
 animal clinic
 clinic
 club, private
 day nursery
 dwelling units above the first storey
 financial institution
 hotel, motel or tavern
 laboratory
 office, general or professional
 personal service establishment
 place of entertainment
 restaurant;
 restaurant, take-out;
 service shop
 store, convenience;
 store, retail;
 studio
 tavern

(c) Notwithstanding the permitted uses in 15.3.b, drive-thru facilities shall be prohibited.

(d) GLENDON DRIVE (COUNTY ROAD 14) FRONTAGE

(i) Percentage of lot frontage to include buildings 65%

(ii) All parking areas and any driveways shall be prohibited on that portion of the land between Glendon Drive (County Road 14) and the northerly façades of those buildings adjacent to Glendon Drive (County Road 14).

- | | | |
|-----|--|----------------|
| (e) | <u>MINIMUM SETBACK FROM GLENDON DRIVE (COUNTY ROAD 14)</u> | 0 m |
| (f) | <u>MAXIMUM SETBACK FROM GLENDON DRIVE (COUNTY ROAD 14)</u> | 5 m (16.4 ft) |
| (g) | <u>MINIMUM SIDE YARD SETBACK</u> | 0 m |
| (h) | <u>MINIMUM REAR YARD SETBACK WHEN THE YARD IS ADJACENT OR ACROSS FROM A RESIDENTIAL ZONE</u> | 6 m (19.7 ft) |
| (i) | <u>MAXIMUM LOT COVERAGE</u> | 50% |
| (j) | <u>MAXIMUM HEIGHT</u> | 20 m (65.6 ft) |

That Section 24.3 “Exceptions” be amended by adding the following section:

“24.3.a

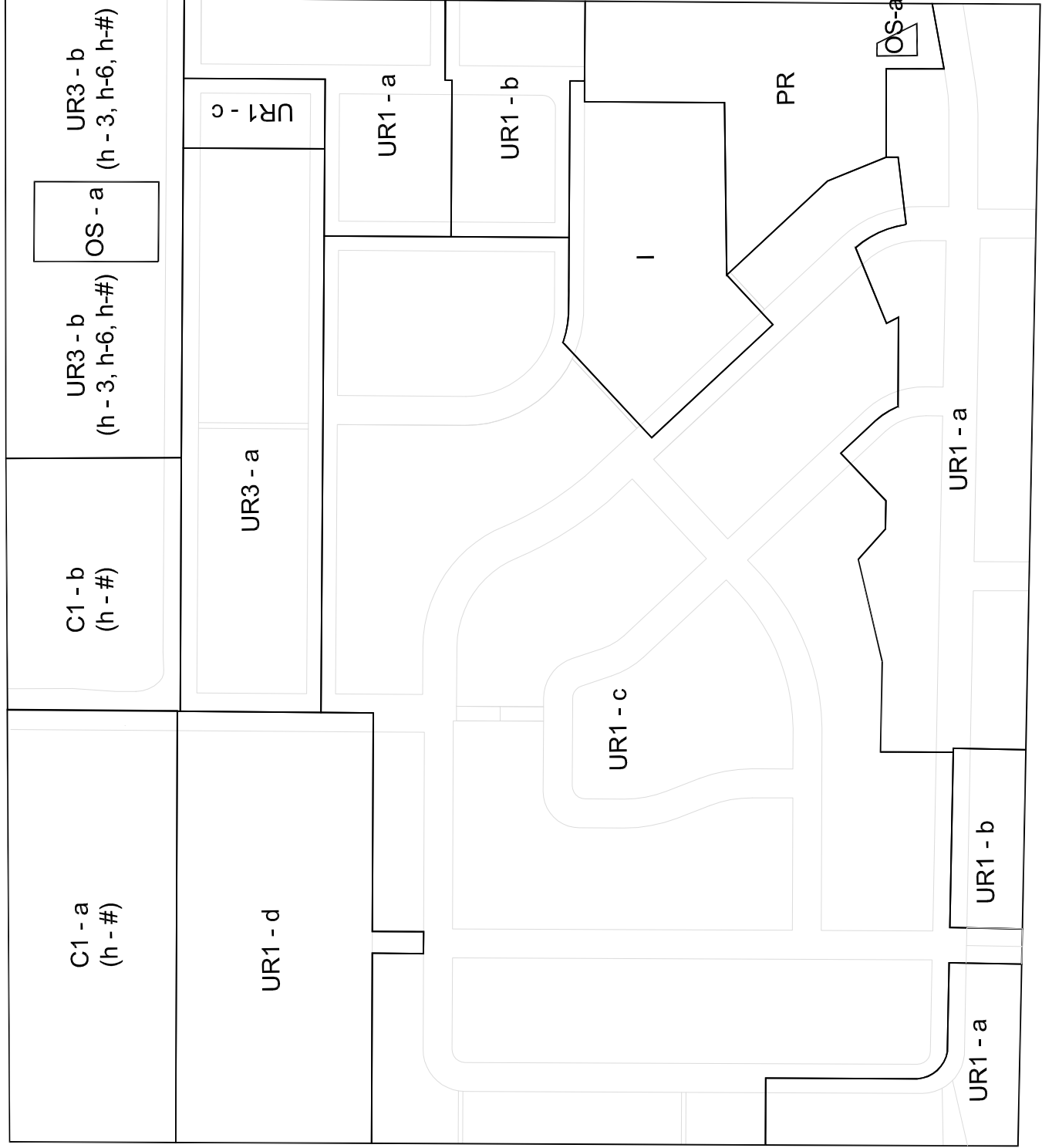
(a) DEFINED AREA

OS-a as shown on Schedule ‘A’, Key Map U-8

(b) PERMITTED USES

No buildings or structures or grade alteration of site is permitted”

MUNICIPALITY OF MIDDLESEX CENTRE
 SCHEDULE "A"



NOTE: Schedule "A" should be read in conjunction with applicable provisions of Zoning By-Law

ATTACHMENT 4

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JUNE 21, 2017 - DRAFT CONDITIONS

| | | | |
|-------------------------|----------------------------------|--------------------------------|---------|
| Applicant/Owner/ | | Date of Decision: | xxxxxxx |
| Subdivider: | Don Black Investments Inc. | Date of Notice: | xxxxxxx |
| File No: | 39T-MC1301 | Last Date of Appeal: | N/A |
| Municipality: | Municipality of Middlesex Centre | Lapsing Date: | xxxxxxx |
| Subject Lands: | Legal Description | Last Revised by County: | xxxxx |

The conditions and amendments to the final plan of approval for registration of this Subdivision as provided by the County of Middlesex (sometimes referred to as the “County” and sometimes as the “Approval Authority”) are as follows:

DEVELOPMENT

1. That this approval applies to the draft plan of subdivision (the “Plan” or “Subdivision”) prepared by Tridon Group Ltd. and certified by Stantec Geomatics Ltd. on [REDACTED], 2017, which shows:
 - Lots 1 to 545 for four hundred and forty-seven (447) single detached dwellings and ninety-eight (98) street townhouse dwellings;
 - Blocks 546, 549 and 550 for future residential uses;
 - Blocks 547 and 548 for Village Commercial;
 - Block 551 for a school site;
 - Blocks 552 and 553 for a park;
 - Blocks 566 to 567 for future development;
 - Blocks 568 to 574 for walkways;
 - Blocks 554 and 560 for access reserves;
 - Blocks 561 and 565 for road widenings; and
 - Public roads.

FULL MUNICIPAL SERVICES

2. That this approval is conditional upon and subject to full municipal services first being in place to the satisfaction of the Municipality.
3. For the purposes of these conditions, services being "in place" shall mean that the infrastructure exists and is operational to the satisfaction of the Municipality and that capacity in such infrastructure has been formally allocated by the Municipality for use in connection with the development of the Subdivision. Without limiting the foregoing, no development of any Phase of the Subdivision will begin until all external infrastructure and services required for the development of that Phase of the Subdivision are in place, including:
 - Municipal water supply, treatment and conveyance infrastructure;
 - Wastewater treatment and conveyance infrastructure; and
 - Stormwater management infrastructure.

Notwithstanding the forgoing, if all of the required external infrastructure is either “in place” or the Municipality has awarded tenders for its installation and construction, then the Subdivider shall be at liberty to begin the installation of internal servicing for any and all Phases of the Subdivision at the Subdivider’s entire risk and expense, unless the installation and construction of the internal servicing has first been approved by the Municipality and is completed in accordance with and in

compliance with the subdivision agreement for that Phase of the Subdivision. Non-occupancy building permits will also be available in accordance with such subdivision agreement. For the purposes of these conditions, this notwithstanding provision is referred to as the "Tendering Proviso". The Subdivider shall provide an endorsed release and indemnity agreement wherein the Subdivider and its successors release, indemnify, agree to defend and completely hold harmless the Municipality of Middlesex Centre and The Corporation of the County of Middlesex, including all of their respective directors, officers, wardens, mayors, employees, representatives, agents, legal counsel, and consultants (as applicable) from and against any and all claims, causes of action, demands, losses, costs, charges, fees, expenses, duties, dues, accounts, covenants, or other proceedings of every kind or nature whatsoever at law or in equity brought against, suffered by or imposed which arise out of or are related to any loss, damage or injury to any person or property (including injury resulting in death) which are in any manner related to the installation of internal servicing prior to the external infrastructure first been approved by the Municipality and completed in accordance with and in compliance with the subdivision agreement for that Phase of the Subdivision (the "Release, Indemnity & Defence Provision").

PHASING

4. That the development of the Subdivision shall be undertaken by separate registered plans of subdivision, or Phases, to the satisfaction of the Municipality. Development shall generally occur in five (5) Phases in the order set out below, however, the Subdivision Agreement required by Condition no. 5 below, may provide for different phasing arrangements which are satisfactory to the Municipality:
 - a) Phase 1 shall generally include the development of one hundred and fifty-eight (158) lots for single detached dwellings (Lots 49 to 206), forty eight (48) lots for street townhouse dwellings (Lots 1 to 48); Block 546 and 549 for future residential; Block 547 and 548 for Village Commercial; the walkway within Blocks 568, 569 and 571; park Blocks 552 and 553; and school site Block 551.
 - b) Phase 2 shall generally include the development of seventy-five (75) lots for single-detached dwellings (Lots 257 to 331); and fifty (50) lots for street townhouse dwellings (Lots 207 to 256) and Block 550 for future residential.
 - c) Phase 3 shall generally include the development of one hundred and fourteen (114) lots for single detached dwellings (Lots 332 to 445) and Block 570 for a walkway.
 - d) Phase 4 shall generally include the development of thirty-eight (38) lots for single-detached dwellings (Lots 446 to 483) and Blocks 566 and 567 for future development.
 - e) Phase 5 shall generally include the development of sixty-two (62) lots for single-detached dwelling (Lots 484-545) and the walkways within Blocks 572, 573 and 574.

SUBDIVISION AGREEMENT

5. That the Subdivider and the Municipality shall, prior to final approval of each Phase of the Subdivision, enter into a Subdivision Agreement pursuant to Section 51(26) of the Planning Act with respect to that Phase, to be registered on title to the land included in that Phase prior to final approval by the County for that Phase for registration.
6. That the Subdivision Agreement required by Condition no. 5 above shall satisfy all applicable municipal by-laws, the laws of general application in Ontario and these conditions of draft approval

as well as all requirements of the Municipality related to financial, legal, planning and engineering matters including but not limited to the provision of roads, sidewalks, parkland amenities and trail amenities, pedestrian walkways, trees, landscaping, fencing, buffering, street lighting and other amenities, grading and drainage, the provision of a construction traffic plan, the provision and installation of full municipal water and sanitary services and urban stormwater infrastructure, the installation of underground electrical services, the payment of development charges, and other matters of the Municipality respecting the development of the Phase of the Subdivision to which the Subdivision Agreement applies. The Subdivision Agreement shall also provide for the Municipality to assume ownership and operation of various infrastructure where appropriate.

WASTEWATER TREATMENT AND CONVEYANCE INFRASTRUCTURE

7. That this approval is conditional upon and subject to wastewater conveyance infrastructure first being “in place”, subject to the Tendering Proviso, Release, Indemnity & Defence Provision set out and provided for in Condition #3, to transport wastewater from the Subdivision to the Komoka Wastewater Treatment Facility to the satisfaction of the Municipality and, in that connection, the following apply:
 - a) With respect to waste water treatment and conveyance infrastructure, while there is waste water treatment capacity for this development in the Komoka Waste Water Treatment Facility, presently no waste water conveyance infrastructure exists to transport waste water from the development of the Subdivision to the Komoka Waste Water Treatment Facility and no development of any Phase of the Subdivision shall occur until such infrastructure is “in place”.
 - b) Waste water from the development of the Subdivision shall be treated at the Komoka Waste Water Treatment Facility.
 - c) The conveyance infrastructure to be used to transport waste water from the development of the Subdivision to the Komoka Waste Water Treatment Facility shall be as and where directed by the Municipality.
 - d) All internal sanitary services within the Subdivision shall be connected to a municipal sanitary trunk sewer discharging to the Komoka Waste Water Treatment Facility as and where directed by the Municipality.
 - e) The construction and installation of waste water conveyance infrastructure to transport waste water from the development of the Subdivision to the Komoka Waste Water Treatment Plant may be constructed in whole or in part by the Municipality or in whole or in part by the Subdivider.
 - f) If required by the Municipality, the Subdivider shall enter into a cost sharing agreement with respect to the cost of the construction and installation of waste water conveyance infrastructure to be used to transport waste water from the development of the Subdivision to the Komoka Waste Water Treatment Plant based on projected flows generated by the properties within the service area for the waste water conveyance infrastructure, as finally determined by the Municipality.
 - g) In the event that agreements have not been executed between the Municipality and Edgewater to secure the wastewater conveyance infrastructure to the Komoka Waste Water Treatment Facility so as not to delay the construction program of the Subdivider,

at the Subdivider's election and risk, a portion of the Subdivision may be treated on an interim basis at the Kilworth Waste Water Treatment Facility if the facility is available to the satisfaction of the Municipality. All references to the Komoka Waste Water Treatment Facility shall include, if available to the satisfaction of the Municipality, such treatment at the Kilworth Waste Water Treatment Facility.

STORMWATER MANAGEMENT

8. That this Approval is conditional upon and subject to stormwater management infrastructure first being "in place" to the satisfaction of the Municipality, subject to the Tendering Proviso and the Release, Indemnity & Defence Provision set out and provided for in Condition #3. In particular and without limiting generality of the foregoing, no development of any Phase of the Subdivision shall occur until stormwater management infrastructure is "in place"; and the Subdivision Agreement for each Phase of the Subdivision shall include provisions required by Condition #9 below.
9. That the Subdivider shall agree that the Subdivision Agreement for each Phase of the Subdivision that:
 - a) In the event a regional storm water facility is "in place" on the Edgewater land which is the subject of County File No. 39T-MC0902, (or such other lands in the vicinity to be determined at the sole discretion of the Municipality), the Subdivider will enter into a cost sharing agreement with the Municipality to contribute to the cost of the regional stormwater facility based on projected flows generated by the properties within the service area for the regional stormwater facility, as finally determined by the Municipality, and the Subdivider will make connection to the regional stormwater facility as and where directed by the Municipality. The subdivision agreement shall include that the entire amount owing by the Subdivider pursuant to the above noted cost sharing agreement shall be payable at the time access is required to the regional stormwater facility.
 - b) In the event that agreements have not been executed between the Municipality and Edgewater to secure a regional storm water facility on the Edgewater land, so as not to delay the construction program of the Subdivider, the Subdivider will enter into a cost sharing agreement with the Municipality to contribute to the cost of the regional stormwater facility based on projected flows generated by the properties within the service area for a regional stormwater facility, as finally determined by the Municipality, with the entire amount of payments to the Municipality being payable at the time access is required to the regional stormwater facility. The Subdivider will provide the infrastructure needed to make connection to the regional stormwater facility when it is "in place" as and where directed by the Municipality, and until the regional stormwater management facility is "in place", the Subdivider will provide on the land within the Subdivision, interim stormwater management to the satisfaction of the Municipality, such interim facilities to be decommissioned to the satisfaction of the Municipality once a regional stormwater facility is "in place".
10. That prior to final approval of each Phase of the Subdivision, the Municipality shall advise the Approval Authority that the Subdivision Agreement for that Phase includes provisions for:

- a) municipal assumption and ownership of any facilities required for the detention and enhancement of stormwater quality, and for the purpose of ensuring perpetual maintenance and operation; and
- b) the inclusion of any measures necessary to implement stormwater quality controls not subject to regulations pursuant to the Ontario Water Resources Act.

SUBDIVISION AGREEMENT REQUIREMENTS

11. The Subdivision Agreement for each Phase of the Subdivision will include provisions addressing the following:

- a) No weeping tile connections will be permitted into the sanitary sewers.
- b) To prevent any inflow and infiltration to the sanitary sewer system, the Subdivider shall undertake the following:
 - i. During construction within the Phase the Subdivider will undertake, at no cost to the Municipality, measures to the satisfaction of the Municipality to control and prevent any inflow and infiltration and silt from being introduced to the sanitary sewer system during and after construction.
 - ii. During construction within the Phase the Subdivider will undertake, at no cost to the Municipality, to have its consulting engineers confirm, from time to time at the request of the Municipality, that the sanitary sewers meet allowable inflow and infiltration levels contemplated by OPSS 410 and OPSS 407; and without limiting the foregoing, to comply at all times with the provisions of Middlesex Centre By-law Number 1999-002, as amended or replaced.
- c) Sidewalks shall be constructed by the Subdivider to the satisfaction of the Municipal Engineer at no cost to the Municipality and in accordance with the latest edition of Middlesex Centre Infrastructure Design Standards, as may be amended or replaced from time to time, with the exception that the sidewalk on the south side of Street "B" may be located as set out in the Parking Study dated May 17, 2017.
- d) That in the Phase 1 and Phase 5 Subdivision Agreements, the Subdivider shall following the grading of Phase 1 and Phase 5 respectively, upon registration of the lots and prior to the issuance of Building Permits, construct a 1.5m high, black chain link fence without gates and entirely on all lots or the block which abuts the west boundary of the Subdivision at 100% its expense. A restrictive covenant preventing the removal of such fence by subsequent property owners shall be registered on title on all lots or the block which abuts the west boundary of the Subdivision. The Phase 1 and Phase 5 Subdivision Agreement shall also include a requirement for notice to the restrictive covenant to first occupants of affected lots and blocks in the homeowner's package referred to in Condition #50.
- e) "Double fencing" will be prohibited but any other type of fencing may be permitted in the event that such fence is otherwise permitted by the Middlesex Centre Fence By-law No. 2016-078 as amended or replaced. A restrictive covenant advising subsequent property owners of the prohibition of double fencing shall be registered on title on all lots or the block which abuts the west boundary of the Subdivision. The applicable Subdivision Agreements shall include a requirement for notice to the restrictive

covenant to first occupants of affected lots and blocks in the homeowner's package referred to in Condition #50.

12. That, without limiting any other Condition of this approval, the Subdivider shall comply with the Municipality's Infrastructure Design Standards and requirements in the servicing of the Subdivision, subject to any deviation which may be required or permitted by the Municipality.

POTENTIAL SCHOOL BLOCK

13. That the Subdivider shall agree in the subdivision agreement that prior to final approval of Phase 1, the Subdivider shall enter into an agreement (the "Option Agreement") to the satisfaction of the Thames Valley District School Board (the "School Board"), for the purchase and sale of Block 551 as a public school site (the "School Site"). The Option Agreement shall include among other provisions the following:

- i) to provide that the option to purchase the School Site shall be exercised within two (2) years upon the Subdivider notifying the School Board in writing that there is 50% occupancy of all of the single family dwelling units proposed for all phases of subdivision plan 39T-MC1301, excluding Blocks 549 and 550. For the purpose of this provision "occupancy" shall mean that the local municipality has completed its final inspection and issued a occupancy permit for the dwelling;
- ii) to provide that upon exercising its option to purchase the School Site the Subdivider and School Board will enter into an agreement of purchase and sale acceptable to both parties, acting reasonably and the purchase of the School Site shall occur prior to the end of the said two (2) year option period;
- iii) to provide that in the event that the School Board decides it will not be exercising its option to purchase the School Site within the said two (2) year option period it will notify the Subdivider in writing forthwith at which time the Option Agreement will be at an end;
- iv) to provide that the School Board will also notify the Municipality in the event that the School Board decides it will not be exercising its option to purchase the School Site within the said two (2) year option period; and
- v) to provide that in the event the School Board does not exercise its option to purchase the School Site within the said two (2) year option period then at the end of such period the Option Agreement shall be null and void and of no further force and effect.

14. The Subdivider shall agree to provide the Municipality notice of the 50% occupancy concurrently when notifying the School Board. The Subdivider shall agree that in the event no school board having jurisdiction in the area enters into a binding purchase and sale agreement to purchase Block 551 within the stipulated time period noted in Condition 13 above, or on notice of the decision of the School Board to not exercise its option to purchase the School Site, the Municipality shall subsequently have an exclusive six (6) month option to enter into an agreement of purchase and sale satisfactory to the Subdivider to agree to compete the purchase of Block 551 to the Municipality for use at its own discretion within one (1) year. This six (6) month option period shall commence at the earlier of the end of the stipulated time period noted in Condition 13 above, or on

notice of the decision of the School Board not to exercise its option. In the event the Municipality and Subdivider do not endorse an agreement of purchase and sale concerning Block 551 during the Municipality's said six (6) month option, such option period shall be null and void and of no further force and effect.

STREET AND DWELLING NAMES

15. That prior to final approval of Phase I, the Subdivider shall assign names to the streets shown on the draft Plan which are acceptable to the Municipality and shall use street address numbers for dwellings and commercial developments within the Subdivision which are satisfactory to the Municipality in consultation with the County's Emergency Services Department.

DEDICATIONS TO MUNICIPALITY

16. That the road allowances shown on the draft plan shall be dedicated to the Municipality at the time of the registration of each Phase of the Subdivision free of all encumbrances and at no cost to the Municipality.

17. That the Subdivider and Municipality shall agree in the subdivision agreement for Phase I that:

- the Subdivider shall construct Street "A" at 100% its cost and provide a one (1) year warranty which runs from completion of the construction of Street "A".
- the Municipality may assume Street "A" at its election at any time following the expiry of the above mentioned one (1) year warranty.

18. That dead ends and open sides of road allowances created by the registration of any Phase of the Subdivision shall be terminated in 0.3 metre reserves which are to be conveyed to the Municipality free of all encumbrances and at no cost to the Municipality provided no landlocked parcels are created.

19. Blocks 566 and 567 (Future Development Blocks) may be required by the Municipality for a future road extension (Street J). Prior to registration of the Phase which include Blocks 566 and 567, if the road extension is required, all or portions of Blocks 566 and 567 shall be conveyed to the Municipality at no cost. Any surplus lands not required by the municipality for a road extension will be added to Lots 481 and 482 prior to registration of the final plan. If the road extension is not required, then Blocks 566 and 567 may be developed in accordance with the zoning bylaw.

20. That any temporary turning circles created by the registration of any Phase of the Subdivision shall be subject to a turning circle easements in favour of the Municipality in priority to all encumbrances and at no cost to the Municipality.

21. That the Subdivider shall provide all easements as may be required for utility, servicing or drainage purposes to the appropriate agency free of all encumbrances and at no cost to the Municipality.

PARK DEDICATION

22. That the Subdivider shall convey, for park purposes, 5% of the residential land area and 2% of the commercial land area on the Plan, including but not limited to Blocks 552 and 553 as shown on the Plan. Conveyances for park purposes shall be free of all encumbrances and at no cost to the Municipality.

MUNICIPAL ZONING NOTICE

23. That prior to final approval of any Phase, the Approval Authority is to be advised by the Municipality that appropriate zoning is in effect for that Phase, including holding provisions that require public site plan review processes for the medium density residential development within Blocks 549 and 550 as shown on the Plan.

DEVELOPMENT CHARGES

24. That the Subdivision Agreement shall include confirmation that the Subdivider is required to pay to the Municipality development charges in connection with the development of the land covered by the Subdivision in accordance with the Municipality's applicable Development Charges By-law and any other applicable agreements then in force.
25. That the Subdivider shall ensure that all persons who first purchase lots or blocks in any Phase of the Subdivision are informed, at the time the land is transferred, of all the development charges related to the development, pursuant to Section 59(4) of the Development Charges Act, as amended or replaced.

UTILITIES

26. That the Subdivider shall make arrangements satisfactory to the Municipality for the relocation of any utilities abutting the Subdivision required for the development of the Subdivision; any such relocations shall be undertaken at the expense of the Subdivider.
27. The Subdivider shall enter into an agreement with the appropriate service providers for the installation of underground communication/telecommunication utility services for the Subdivision to enable, at a minimum, the effective delivery of communication/ telecommunication services for 911 Emergency Services.

NOISE MITIGATION

28. The development of Blocks along Glendon Drive, as shown on the Plan, shall be designed in accordance with the Komoka-Kilworth Urban Settlement Area Secondary Plan to avoid the use of noise walls, unless there are no other reasonable alternatives.
29. That the Subdivider shall agree to zone Blocks 549 and 550 with a Holding (h) provision requiring the completion of a Noise Study in accordance with condition no. 28 for the review and approval of the County and Municipality as part of site plan approval application process. The owner will implement the recommendation of the Noise Study by the County by entry into a Site Plan Control Agreement.
30. Without limiting the generality of Condition no. 29, the Subdivision Agreement for Phases I and II and any site plan control agreement with respect to the residential development of Blocks 549 and 550 shall include a cautionary noise warning clause advising prospective occupants of potential increased noise associated with vehicular traffic along County Road 14 (Glendon Drive).

ARCHITECTURAL DESIGN GUIDELINES

31. That all Subdivision Agreements between the Owner and Municipality shall include:

- a) acknowledgement by the Owner of the requirement that private attached garages for residential single detached dwellings shall be located no closer to the front lot line (i.e. edge of street ROW) than the habitable portion or porch of the main floor of the dwelling but exceptions may be permitted for lots 12.2 metres (40 feet) wide or more; and
- b) a provision confirming that any exceptions identified in (a) above shall be limited and subject to Architectural Design Guidelines prepared by a qualified architect for the subdivision, to the satisfaction of the Municipality and at the Owner's expense.

32. That the Architectural Design Guidelines shall:

- a) be incorporated into all Subdivision Agreements between the Owner and Municipality as Schedules;
- b) be managed by the developer in cooperation with and supported by the Municipality having regard to the Municipality's Official Plan, Zoning By-law, Urban Design Guidelines, and Site Plan Manual; and
- c) Provide for justification and architectural criteria to guide any deviation from the Municipality's Official Plan, Zoning By-law, Urban Design Guidelines, and Site Plan Manual.

IMPLEMENTATION OF ARCHITECTURAL DESIGN GUIDELINES

33. That all Subdivision Agreements between the Owner and Municipality shall incorporate and implement the Architectural Design Guidelines as approved by the Municipality to ensure compliance with its content, including but not limited to, siting and built form, architectural elements, garage protrusions and other design elements unique to the proposed development.

The Subdivision Agreements between the Municipality and the Owner shall contain:

- a) a provision requiring the hiring of a Control Architect, at the Owner's expense, to review and approve all design elements to ensure compliance with the architectural and streetscape design guidelines in accordance with the Implementation Process set out in the approved guidelines; and
- b) a provision that the Municipality has the right to:
 - (i) Raise concerns with the Owner if it is of the view the Control Architect is not adhering to the Guidelines and to provide a reasonable opportunity to address the concerns raised; and
 - (ii) Replace the Control Architect and/or Control Landscape Architect, in consultation with the Owner, if the result of the design approval is inconsistent with the guidelines and the concerns referred to above are not remedied.

ENTRANCE/ACCESS PERMIT, TURNING LANES, AND TRAFFIC CONTROL SIGNALS

34. That prior to the commencement of construction of an access to the Subdivision from County Road 14 (Glendon Drive), the Subdivider shall apply to the County and pay for an Entrance/Work Permit Agreement pursuant to County By-law Number 5783, as amended or replaced, and the Subdivider shall satisfy all conditions of any approval of such Entrance/Work Permit Agreement at the

Subdivider's expense. This Condition no. 34 shall also be included as a requirement of the Subdivision Agreement for Phase I and Phase II.

35. As a condition of access to and from County Road 14 (Glendon Drive), the Subdivider shall construct right and left turning lanes and install traffic control signals on County Road 14 (Glendon Drive) ("Turning Lanes and Signals") where road access is proposed to the Subdivision at the time road access to the Subdivision is constructed. As a local service within the area to which the plan of subdivision relates, all costs associated with the design and construction of the Turning Lanes and Signals shall be borne by the Subdivider. This Condition no. 35 shall also be included as a requirement of the Subdivision Agreement for Phase I.

CONVEYANCES TO COUNTY OF MIDDLESEX

36. The Subdivider shall transfer to the County of Middlesex, at no expense to the County, free of all encumbrances, a 0.3 metre reserve across the frontage of Blocks 547, 548, 549 and 550 along County Road 14 (Glendon Drive), save and except for the road access location.
37. That the Subdivider shall transfer to the County of Middlesex, for road widening up to 18 metres from the centreline of County Road 14 (Glendon Drive) across the frontage of the Plan.

PARKING STUDY

38. That the May 17, 2017 Parking Study completed by EngPlus for the area bounded
- a) by Street 'B',
 - b) by Street 'A' north of Street 'C',
 - c) by Street 'C' and
 - d) by Street 'E' north of Street 'C'

being the lands zoned UR3-A demonstrates to the satisfaction of the Municipality how on-street parking, designed on the basis of one (1) on-street parking space for each 2.5 dwelling units, can be accommodated for the proposed lotting pattern as shown on the Plan in the study area and building envelope plans for those lots. The Subdivider agrees to implement to the satisfaction of the Municipality the recommendations of the May 17, 2017 Parking Study.

SOIL INVESTIGATION AND POTENTIAL REMOVAL

39. That prior to final approval of Phase I, the Subdivider shall:
- a) submit for review and approval of the Municipality a detailed soils investigation of the land covered by the Plan prepared by a qualified geotechnical engineer for the Subdivision prior to the initiation of any site grading or servicing; and
 - b) agree in the Subdivision Agreement for each Phase to remove any matter which is determined during soil investigations to be hazardous.

DEVELOPMENT ASSESSMENT REPORT

40. That prior to final approval of Phase I, the Subdivider shall prepare for the review and approval of the County, Municipality and the Upper Thames River Conservation Authority a final consolidated

Development Assessment Report (DAR) which compiles the various natural heritage submissions provided to date; and the Subdivider will agree in the Subdivision Agreements for each Phase to implement to the satisfaction of the Municipality the recommendations of the DAR as approved by the County, by the Municipality and by the Upper Thames River Conservation Authority.

DEVELOPMENT OF PARK BLOCKS 552 AND 553

41. That prior to final approval of Phase I, the Subdivider shall prepare for the review and approval of the Municipality (Director of Community Services) a Park Concept Plan for Blocks 552 and 553 and for the abutting Municipal Park. The Park Concept Plan shall generally be in conformity with the Park Concept Plan prepared by Stantec Consultants Ltd. dated March 5, 2015. The Subdivider will agree in the Subdivision Agreements for Phase I and Phase III to implement to the satisfaction of the Municipality the Park Concept Plan as approved by the Municipality and the following shall apply;
- a) The Subdivider shall agree to grade and seed Park Block 552 and 553 and regrade the abutting municipal parkland within 1 year after registration of the Phase I plan creating Block 552 and 553.
 - b) The Subdivider shall construct to a reasonable standard the park amenities described in the Park Concept Plan as approved by the Municipality and shall do so to the satisfaction of the Municipality and at no cost to the Municipality.

LANDSCAPING PLAN

42. That the Subdivision Agreement for each Phase shall include a landscaping plan satisfactory to the Municipality that describes how municipal right-of-ways and road allowances are to be landscaped to the satisfaction of the Municipality.

FINAL STORMWATER MANAGEMENT PLAN, SEDIMENT AND EROSION CONTROL PLAN, FINAL SERVICING AND GRADING PLANS

43. That prior to final approval of Phase I, the Subdivider shall submit for the review and approval of the Municipality and the Upper Thames River Conservation Authority a Final Stormwater Management Plan, a Sediment and Erosion Control Plan and Final Detailed Servicing and Grading Plans; and the Subdivider will agree in the Subdivision Agreements for each Phase to implement to the satisfaction of the Municipality the Stormwater Management Plan, Sediment and Erosion Control Plan and Detailed Servicing and Grading Plans as approved by the Municipality and by the Upper Thames River Conservation Authority.
44. During all servicing and building construction in all Phases of the Subdivision, the Subdivider shall implement sediment and erosion control measures to the satisfaction of the Municipality and the Upper Thames River Conservation Authority.

HYDROGEOLOGICAL ASSESSMENT AND WATER BALANCE STUDY

45. That prior to final approval of Phase I, the Subdivider shall submit for the review and approval of the Municipality and of the Upper Thames River Conservation Authority a Hydrogeological Assessment and Water Balance Study; and the Subdivider will agree in the Subdivision Agreements for each Phase to implement to the satisfaction of the Municipality the recommendations of the Hydrogeological Assessment and Water Balance Study as approved by the Municipality and by the Upper Thames River Conservation Authority.

CONSERVATION AUTHORITIES ACT PERMIT

46. That the Subdivider obtain a Conservation Authorities Act Permit from the Upper Thames River Conservation Authority prior to any development or site alteration commencing within the Regulation Limit on the land covered by the Plan.

SITE ALTERATION AGREEMENT

47. That the Subdivision Agreement shall include a provision prohibiting the Subdivider from commencing any construction activity or from installing any services (e.g. clearing or servicing of land) prior to either entering into a Site Alteration Agreement with the Municipality in accordance with Middlesex Centre By-law No. 2016-087, as amended or replaced, or executing and delivering and registering a Subdivision Agreement that authorized the construction activity and servicing.

SUBSURFACE SERVICE APPROVALS

48. That the Subdivider shall not commence to install any subsurface services for any Phase of the Subdivision without first obtaining all necessary permits, approvals and/or certificates required in conjunction with such services (such as MOECC certificates, Municipal/Ministry/Agency permits, Approved Works, water connection, water-taking, approvals from the UTRCA, MNR, MOECC, City) unless otherwise approved by the Municipality in writing.

ARCHAEOLOGIST AND MINISTRY OF TOURISM, CULTURE AND SPORT LETTERS

49. That the Subdivider shall, prior to final approval of Phase I, provide to the County and to the Municipality a letter from a Licensed Archaeologist reporting that there are no concerns for impacts to archaeological sites within the land covered by the Plan and advising that the Licensed Archaeologist is in agreement with the manner in which any known archaeological sites are to be mitigated. This submission to the County and to the Municipality is to be accompanied by a letter from Ministry of Tourism, Culture and Sport indicating that the Licensed Archaeologist has satisfied the Terms and Conditions for Archaeological Licensing and that the report has been entered into the Ontario Public Register of Archaeological Reports. If the letter from the Licensed Archaeologist identifies known archaeological sites are to be mitigated, the Subdivider will agree in the Subdivision Agreements for the applicable Phase to implement to the satisfaction of the Municipality the mitigation recommendations.

HOMEOWNERS' INFORMATION PACKAGES

50. That prior to final approval of Phase I, the Subdivider shall complete a Homeowners' Information Package to the satisfaction of the Municipality and of the Upper Thames River Conservation Authority. The Homeowners' Information Package is to inform homeowners and tenants about the stormwater management practices that have been implemented in the subdivision and the natural heritage features located west of the development and on the south side of County Road 14 (Glendon Drive). The Homeowners' Information Package shall be included as a schedule to the Subdivision Agreement for each Phase of the Subdivision and the Subdivision Agreement shall require the Subdivider to provide a copy of the Homeowners' Information Package to the home builder and to include in the home builder agreement a requirement that the Homeowners' Information Package be provided to the first residential occupant of every dwelling in the Subdivision. The Homeowners' Information Package shall include a municipally addressed and stamped Acknowledgement, for the Homeowner to mail confirming receipt of such package.

SCHOOL NOTICE

51. The Subdivider shall agree to include in the Subdivision Agreement for each Phase of the Subdivision a requirement to include in all Agreements of Purchase and Sale associated with lots and blocks on the Plan the following notice:

"The construction of additional public school accommodation is dependent upon funding approval from the Ontario Ministry of Education, therefore the subject community may be designated as a "Holding Zone" by the Thames Valley District School Board and pupils may be assigned to existing schools as deemed necessary by the Board."

MAILBOX AGREEMENT AND NOTICE

52. That prior to final approval of each Phase of the Subdivision, the Subdivider shall enter into an agreement with Canada Post Corporation for the installation of centralized mailboxes in a location acceptable to the Municipality. The Subdivider shall agree in the Subdivision Agreement for each Phase to include in all Agreements of Purchase and Sale associated with lots and blocks on the Plan notice to all prospective purchasers of the mailboxes' location(s).

MEANS OF FULFILMENT NOTICES AND COMPLETE SUBMISSION

53. That prior to final approval of each Phase of the Subdivision, the County of Middlesex and the Subdivider are to be advised in writing by the Municipality how Condition nos. 1 to 52 have been satisfied.
54. That prior to final approval of each Phase of the Subdivision, the County of Middlesex, the Municipality and the Subdivider are to be advised in writing by the Upper Thames River Conservation Authority how Condition nos. 40, 43, 44, 45 and 46 have been satisfied.
55. That prior to final approval of each Phase of the Subdivision, the County of Middlesex, the Municipality and the Subdivider are to be advised in writing by the County Engineer how Condition nos. 34, 35, 36, 37 have been satisfied.
56. Prior to final approval of each Phase of the Subdivision, for the purposes of satisfying any of the Conditions of draft approval, the Subdivider shall file with the Approval Authority a complete submission consisting of all required clearances, fees, and final plans, and shall advise the Municipality and the Approval Authority in writing how each of the Conditions of draft approval has been, or will be satisfied. The Subdivider acknowledges that, in the event that the final approval package does not include the complete information required by the Approval Authority, such submission may be returned to the Subdivider without detailed review by the Approval Authority.

NOTES TO DRAFT APPROVAL

1. Draft approval for this plan of subdivision is for a period of seven (7) years from the date of decision and if final approval is not given by that date, the draft approval shall lapse, except in the case where an extension has been granted by the Approval Authority. Any request made by the Subdivider to the Approval Authority to extend the lapsing date must be made sixty (60) days prior to the lapsing date and include a written confirmation from the municipality endorsing the extension.

2. The headings as set out between respective Conditions of draft approval and index attached are for convenience and reference purposes only and do not constitute a part of the respective Conditions themselves.
3. It is the Subdivider's responsibility to fulfill the Conditions of draft approval and to ensure that the required clearance letters are forwarded by the appropriate agencies to the Approval Authority, quoting the file number.
4. It is suggested that the Subdivider be aware of the following provisions of the Land Titles Act:
 - a) Subsection 144(1), which requires all new plans to be registered in the land titles system; and
 - b) Subsection 144(2), which allows certain exceptions.
5. Inauguration, or extension of a piped water supply, a communal sewage system or a storm water management system is subject to the approval of the Ministry of Environment and Climate Change under section 52 and 53 of the Ontario Water Resources Act, as amended or replaced.
6. The Ministry of Environment and Climate Change must be advised immediately should waste materials or other contaminants be discovered during the development of this Plan of Subdivision.
7. It is the Subdivider's responsibility to obtain the necessary permits from the UTRCA in accordance with Ontario Regulation 157/06, as amended or replaced, made pursuant to section 28 of the Conservation Authorities Act, as amended or replaced.
8. It is the Subdivider's responsibility to, prior to final approval of any Phase, surrender active licenses issues under the Aggregate Resources Act (ARA) and inform the County of Middlesex and the Municipality of such surrender having occurred.
9. A copy of the Subdivision Agreement must be provided to the County of Middlesex Planning Department prior to final plan approval.
10. If the agency's condition concerns a condition in the Subdivision Agreement, a copy of the Subdivision Agreement should be sent to such agency. This will expedite clearance of the final plan.
11. When the zoning by-law amendment required in Condition no. 23 is being prepared, reference to this Subdivision Application File Number should be included in the explanatory note. This will expedite the County of Middlesex and other agencies' consideration of the by-law.
12. Clearance is required from the following agencies:

Municipality of Middlesex Centre
10227 Ilderton Road, R.R. #2 Ilderton, ON N0M 2A0

Upper Thames Conservation Authority
1424 Clarke Road London, ON N5V 5B9

County Engineer County of Middlesex
Administration Offices 399 Ridout Street North London, ON N6A 2P1
13. All measurements in subdivision final plans must be presented in metric units.

14. The final plan approved by the County of Middlesex must include the following paragraph on all copies (3 Mylars and 4 paper) for signature purposes:

"Approval Authority Certificate

This Final Plan of Subdivision is approved by the County of Middlesex under Section 51(58) of the *Planning Act*, R.S.O. 1990, c P.13, as amended or replaced, on this day of , 20 .

Director of Planning"

The final plan approved by the County of Middlesex must be registered within 30 days or the County may withdraw its approval under Sub section 51(59) of the *Planning Act*.

15. In respect of Condition 35, the County will make best efforts to require any landowner whose plan of subdivision also benefits from the Turning Lanes and Signals to be required to enter into an agreement with the Subdivider to reimburse the Subdivider construction costs in an amount equivalent to his, her or its proportionate benefit from the Turning Lanes and Signals, through the imposition of a condition or agreement under section 51 of the *Planning Act*.