

**Applicant: Doug. Tarry Limited**  
**File No.: 39T-TC2501**  
**Municipality: Thames Centre**  
**Subject Lands: Part of Lots 19 and 20,**  
**North Dorchester Concession B and**  
**RP 33R19961 Part 1**

**Date of Decision:**  
**Date of Notice:**  
**Last Date of Appeal:**  
**Lapsing Date:**

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**Cover page to be inserted after County Council consideration.**

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The conditions and amendments to final plan of approval for registration of this Subdivision as provided by the County of Middlesex are as follows:

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<b>No.</b>	<b>Conditions</b>
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**PLAN REFERENCE**

1. That this approval applies to the draft plan of subdivision prepared and signed by Kim Husted, OLS dated January 8, 2026 which shows:
  - Lots 1 to 144 and 149 to 174 for single detached dwellings and semi-detached dwellings;
  - Blocks 145 to 148 for townhouse dwellings;
  - Block 175 for high density residential;
  - Block 176, 177 for future road allowances;
  - Block 178-181 for walkway/servicing blocks
  - Block 182, 183 for open channel drains/trail corridors;
  - Block 184, 185 and 195 for a park/trail corridor;
  - Block 186-188 for open space;
  - Block 189 for a park;
  - Block 190 for stormwater management;
  - Block 191, 192 for institutional;
  - Block 193, 194 for future development;
  - Block 196-199 for 0.3 metres reserves; and
  - Public roads.

**PHASING**

2. That the development of this plan of subdivision shall be undertaken in phases to the satisfaction of the Municipality. If any temporary measures are required to support the interim conditions in conjunction with the phasing, the Developer / Owner ("Developer") shall construct temporary measures and provide all necessary land and / or easements, to the specifications and satisfaction of the Municipality.

**SERVICING – FULL MUNICIPAL SERVICES**

3. No development of the Plan of Subdivision may begin until all external infrastructure and services required for the development of the Plan of Subdivision are in place; including

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municipal water supply, treatment and conveyance infrastructure and sewage treatment and waste water conveyance infrastructure. For the purpose of these conditions, services being "in place" means 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 Plan of Subdivision. External capacity of any services will be formally allocated through the execution of a Subdivision Agreement for each phase of the development as Municipal capacity allows. Should the Municipal Engineer deem there to be insufficient external capacity for any of the required municipal services, the Municipality has no obligation to provide such capacity within the lapse period, or at any time. For clarification, conveyance infrastructure may be constructed concurrently, to the satisfaction of the Municipality.

4. That, in connection with all financing proposals and commitments and all offers and agreements of purchase and sale made by or to the Owner involving all or any part of the land covered by the Plan of Subdivision that has not been registered, there shall be a written acknowledgement given by the other party or parties of item Condition 3 above and of receiving a copy of the draft plan conditions which acknowledgement will be produced by the Owner to the Municipality on request.

#### **SERVICING – STORMWATER MANAGEMENT**

5. The stormwater management plan will be reviewed to the satisfaction of the Conservation Authority, County, and the Municipality, and shall obtain the necessary approvals from the Ministry of the Environment, Conservation and Parks (MECP).
6. That prior to final approval, the Municipality shall advise the County that the Subdivision Agreement between the Municipality and the Developer provides for the following:
  - a. municipal assumption and Ownership of any facilities required for the retention and enhancement of storm water quality, and for the purpose of ensuring perpetual maintenance and operation; and
  - b. the inclusion of any environmental protection measures recommended in the final storm water management plan that are not capable of being addressed under the Ontario Water Resources Act.
7. That prior to final approval, the Developer shall submit for the review and approval of the Municipality and the Conservation Authority a Final Stormwater Management Plan, a Sediment and Erosion Control Plan and Final Detailed Servicing and Grading Plans; and the Developer will agree in the Subdivision Agreement 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 Conservation Authority.

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8. During all servicing and building construction of the Subdivision, the Developer shall implement sediment and erosion control measures to the satisfaction of the Municipality and the Conservation Authority.
9. That, if required, a municipal drain shall be petitioned under the Drainage Act by the Developer to receive storm flows from the site subject to a report from a professional engineer whereby ownership, right of access and maintenance responsibilities concerning required facilities are identified and provided for in perpetuity to the satisfaction of the Municipality. All costs related thereto shall be the responsibility of the Owner.
10. That, if required, prior to final approval, the Developer shall obtain any necessary approval(s) under the Drainage Act to facilitate legal outlet to discharge stormwater.

#### **MUNICIPAL ADDRESSING AND EMERGENCY SERVICES**

11. That the streets be named and the lots addressed to the satisfaction of the Municipality in consultation with the County. This shall include permanent and temporary road names and municipal address signage during all stages of construction which shall be required through the subdivision agreement.
12. The Developer shall enter into an agreement with the appropriate service providers for the installation of underground communication / telecommunication utility services for these lands to enable, at a minimum, the effective delivery of the broadband internet services and communication / telecommunication services for 911 Emergency Services.

#### **ZONING**

13. That prior to final approval, the County is to be advised by the Municipality that appropriate zoning is in effect for the Plan of Subdivision.
14. That prior to final approval, the Developer shall provide to the Municipality confirmation from an Ontario Land Surveyor retained by the Developer at no cost to the Municipality that the lot areas and lot frontages conform to the Zoning By-law requirements of the Municipality.
15. That the Developer erect a sign to the satisfaction of the Municipality, within 90 days of the Draft Approval date, depicting the approved Draft Plan of Subdivision and providing zoning information at a minimum.

#### **SUBDIVISION AGREEMENT**

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16. That the Developer and the Municipality enter into a subdivision agreement (“Subdivision Agreement”) pursuant to Section 51 (26) of the Planning Act to be registered on title of the lands to which it applies prior to the Plan of Subdivision being registered. Further that the Subdivision Agreement shall include provisions that it will also be registered against the lands to which it applies once the plan of subdivision has been registered.
17. That the Subdivision Agreement satisfy all requirements of the Municipality related to financial, legal, planning and engineering matters including but not limited to; grading and drainage, planting of trees, landscaping, provision of community mailboxes, fencing, buffering, street lighting and other amenities, the provision and installation of full municipal water, storm and sanitary services, the installation of underground electrical services, and other matters which may be required by the Municipality respecting the development of the Plan of Subdivision, including the payment of Development Charges in accordance with the County’s Development Charge By-Law, the Municipality’s Development Charge By-Law, and any applicable Education Development Charge By-Law.
18. The Developer shall not commence any work on the lands, including filling, grading, removing trees and/or top soil, installing any works, or constructing any buildings or structures until they have entered into a Pre-Servicing Agreement or Site Alteration Agreement and / or Subdivision Agreement with the Municipality, to the satisfaction of the Municipality.
19. That the Subdivision Agreement shall contain a clause that requires that the final grading design will ensure that the underside of house footing foundations will be a minimum of 100 mm above the highest water table surface, as inferred from water levels in all available on-site monitoring wells, measured over a period of no less than 18 months that includes two full spring seasons of data results and considers all current data if more is available over multiple years to the satisfaction of the Municipality.
20. All costs related to the plan of subdivision shall be at the expense of the Developer, unless specifically stated otherwise in this approval.

## **DEVELOPMENT CHARGES**

21. That the Subdivision Agreement shall ensure that the persons who first purchase the subdivided land after the final approval of the plan of subdivision are informed, at the time the land is transferred, of all the County, Municipal and Education development charges related to the development, pursuant to Section 59(4) of the Development Charges Act.

## **TRANSPORTION – ACCESS / INTERSECTION IMPROVEMENTS**

22. That the road allowances shown on the draft plan shall be dedicated as public highways to the Municipality free of all encumbrances and at no cost to the Municipality.

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23. 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, including Blocks 196-199.
24. That any temporary turning circles created by the registration of any Phase of the Subdivision shall be subject to a turning circle easement if deemed necessary by the Municipality in favour of the Municipality in priority to all encumbrances and at no cost to the Municipality.
25. That the Developer includes traffic calming measures and/or devices to the satisfaction of the Municipality to aid in controlling vehicle speed on the streets proposed within the plan of subdivision.
26. That the Developer shall be responsible for the construction of roundabouts within the existing Christie Drive road allowance at the newly created intersections of Street B and Street D, at the sole expense of the Developer. The roundabouts shall be designed in accordance with design guidelines, to the satisfaction of the Municipality.
27. Sidewalks shall be included on one side of Street A, Street B, Street C, Street D, and both sides of Christie Drive for the full lengths of the roads. The side of the road will be determined through the detailed design phase.
28. That updates to the traffic impact assessment are provided on a phase-by-phase basis, including the potential for a review of Road Safety Impact as determined by the Municipality, and any outcome to be completed by the Developer.
29. That the Developer be required to construct the road extensions shown on the draft plan relative to the unopened road allowances to the satisfaction of the Municipality, at the sole expense of the Developer.
30. That prior to final approval, the Owner/Applicant shall submit design details for any proposed pedestrian and vehicle crossings of the Open Channel Drain for review and approval of the conservation authority, and further, shall agree to carry out any necessary works in accordance with the approved plans.

## **ARCHAEOLOGY**

31. That prior to final approval, the developer is to provide a Ministry of Tourism, Culture and Sport letter indicating that the licensee has met the Terms and Conditions for Archaeological Licensing and that the report has been entered into the Ontario Public Register of Archaeological Reports.

32. That the Developer enter into a Site Disposition Agreement that is jointly reviewed by all interested parties.
33. That the Developer convey Blocks 191 and 192 jointly to public ownership, free of all legal or financial claims and easements.
34. The Developer shall be responsible for all costs for the establishment of the new cemetery, including conveyancing, fencing, landscaping and suitable memorials, if required, in consultation with and approval by The Oneida Nation of the Thames and The Chippewa of the Thames First Nation. Further, the cost of the relocation of significant archeological artifacts shall be the responsibility of the Developer, in accordance with the Site Disposition Agreement.
35. That the Developer provide a fund for the perpetual care of the cemeteries, which is established by agreement between the Municipality and the Developer.

#### **CANADA POST**

36. That the developer shall agree in the subdivision agreement to provide the Municipality with evidence that satisfactory arrangements, financial and otherwise, have been made with Canada Post Corporation for the installation of Community Mail Boxes (CMB) as required by Canada Post Corporation.

#### **UTILITIES**

37. That such easements as may be required for utility, servicing, or drainage purposes shall be granted to the appropriate authority, at the expense of the Developer.
38. That prior to final approval, arrangements shall be made to the satisfaction of the Municipality for the relocation of any utilities required for the development of the Plan, which relocation shall be undertaken and provided at the expense of the Developer.

#### **STUDIES**

39. That prior to final approval, the Developer provide any required updates to the following studies to the satisfaction of the Municipality:
  - Hydrogeological Study
  - Geotechnical Engineering Report
  - Stormwater Management Report
  - Servicing Report
  - Archaeological Study

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- Traffic Impact Study
- Scoped Environmental Impact Study
- Wetland Compensation and Monitoring Plan

## **PARKLAND DEDICATION**

40. That the Developer convey 5% of the land included in this plan to the Municipality for park purposes and shall include but not be limited to Block 189. The open channel drains shall not be included in the dedication calculation but multi-use trails in the same block can be conveyed as parkland. Alternatively, the Municipality may accept cash-in-lieu of a portion of the conveyance.
41. That the Subdivision Agreement contain provisions to allow for the Developer to construct the multi-use trail within Blocks 182-185 and Block 195 to the specification and the satisfaction of the Municipality.

## **FENCING**

42. 1.5m high chain-link fencing without gates shall be provided along the east side of lots 77-86 adjacent to blocks 188 and 191, and lots 159-161 adjacent to block 187. 1.5m high chain-link fencing without gates will be required along the stormwater management block 190 adjacent to lots 149-159 to the satisfaction of the Municipality, as well as all lots adjacent to park block 189 which are lots 46-60, 62, 63, and 96-101. Fencing shall be installed on property line or offset slightly to the private side. All fencing between private property and open space and stormwater blocks will be deemed to be the responsibility of the lot owner.
43. Fencing shall be installed at the rear of all lots that abut the natural heritage feature buffers prior to lots being sold, as recommended by the Environmental Impact Study prepared by Vroom + Associates. The fence line should be included on the grading plans and approved by the Conservation Authority and the Municipality.

## **NATURAL ENVIRONMENT**

44. Construction best management practices as described in the Environmental Impact Study will be implemented through the subdivision agreement. Regular monitoring of erosion and sediment control measures shall be undertaken by the Developer.
45. The future ownership and management of the woodland / wetlands and their associated buffers shall be addressed within the subdivision agreement to ensure the protection of the features in their natural state in perpetuity.

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46. A trail plan shall be prepared, involving a qualified biological consultant, which considers reducing trail impacts on the natural heritage features and implemented through the subdivision agreement. Consideration should include the placement of trails, trail surface, trail maintenance, grading and future ownership. The plan shall be to the satisfaction of the Conservation Authority and the Municipality.
47. A planting plan as part of the subdivision landscaping for the ecological buffer and compensation area shall be prepared by a qualified biological consultant and implemented through the subdivision agreement. The plan should include recommendations for appropriate native plant species, a timeline for planting and monitoring, measures of success and adaptive management. The plan shall be prepared and reviewed to the satisfaction of the Conservation Authority and Municipality and requirements incorporated into the Subdivision Agreement.
48. An informational package shall be provided to new homeowners by the developer and educational signage shall be installed as appropriate along the buffers of the natural features. This material should address issues pertaining to water quality, including rear-yard development such as pools, and the maintenance of lawns related to the conveyance of water to the wetland. This material shall be to the satisfaction of the Municipality and will be implemented through the subdivision agreement.
49. The subdivision agreement shall include provisions for protecting the identified wetland and natural heritage features of the lands and shall implement recommendations 1 through 31 of the Environmental Impact Study dated December 2025 completed by Vroom + Associates, entitled Scoped Environmental Impact Study on behalf of Doug Tarry Limited, Acorn Valley Subdivision, Dorchester.

## **REGULATED AREA**

50. The following conditions shall be completed to the satisfaction of the Conservation Authority and the Municipality prior to any development:
- a. That prior to final approval, the Owner/Applicant shall prepare a wetland compensation and monitoring plan to the satisfaction of the conservation authority and further, shall agree to carry out any necessary works in accordance with the approved plans.
  - b. That the Owner/Applicant obtain a Section 28 permit prior to any site alteration or grading works associated with the Christie Drive extension within the regulated area.
  - c. That prior to final approval, the Owner/Applicant shall submit final Geotechnical Assessment for review and approval of the conservation authority and further shall

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agree to carry out any necessary works in accordance with the approved plans and reports.

- d. That prior to final approval, the Owner/Applicant shall submit a final stormwater management plan, grading plan and an erosion and sediment control plan for review and approval of the conservation authority and further shall agree to carry out any necessary works in accordance with the approved plans and reports.

### **WARNING CLAUSE**

51. That the Subdivision Agreement shall include a provision that requires a clause be included in all agreements of purchase and sale or lease of Lots and part of Blocks notifying future owners / lessors that normal farm practices, as outlined in the Farming and Food Production Protection Act, 1998, as amended or replaced, are engaged in and occur in the area of the property and shall require the purchaser or lessor, as a condition of any aforementioned agreement of purchase and sale or lease, to acknowledge and accept that normal farm practices, as outlined in the Farming and Food Production Protection Act, 1998, as amended or replaced, are engaged in and occur in the area of the property.

### **GENERAL**

52. The Developer acknowledges that the lands included as Blocks 193 and 194 and identified as Future Development will be subject to future review as required by the regulatory authority. These lands shall not be developed until such time as clearance is provided by the appropriate regulatory authority.
53. Prior to final approval, the Developer shall make arrangements with the affected property owner(s) for the construction of any portions of services or grading situated on private lands outside this plan, and shall provide satisfactory easements over these works, as necessary, all to the specification and satisfaction of the Municipality.
54. That In accordance with Ontario Regulation 41/24 made pursuant to Section 28 of the Conservation Authorities Act, the applicant shall obtain the necessary permits from the Conservation Authority prior to undertaking any prohibited activities in the regulated area including filling, grading, construction, site alteration to watercourse and/or interference with a wetland, for any and all lands regulated by the Conservation Authority in accordance with Ontario Regulation 41/24.

### **CLEARANCES**

55. That prior to final approval, the County is to be advised in writing by the Municipality how conditions 1 through 54 have been satisfied.

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56. That prior to final approval, the County is to be advised in writing by the Conservation Authority how conditions 7, 30, 43, 46, 47, 50 and 54 have been satisfied.
57. That prior to final approval, the County is to be advised in writing by the County Engineer how condition 29 has been satisfied.

#### **NOTES TO DRAFT APPROVAL**

- a. Draft approval for this plan of subdivision is for a period of five (5) years from the date of decision. Any request made by the Developer to the Approval Authority to extend the lapsing date must be made 60 days prior to the lapsing date and include a written confirmation from the municipality endorsing the extension.
- b. It is the applicant'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.
- c. It is suggested that the applicant be aware of:
- subsection 144 (1) of The Land Titles Act, which requires all new plans be registered in a land titles system;
  - subsection 144 (2) - allows certain exceptions.
- d. 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 under Section 52 and Section 53 of the Ontario Water Resources Act.
- e. The Ministry of Environment must be advised immediately should waste materials or other contaminants be discovered during the development of this plan of subdivision.
- f. A copy of the subdivision agreement must be provided to the County (Planning and Development Department) prior to final plan approval.
- g. If the agency's condition concerns a condition in the subdivision agreement, a copy of the agreement should be sent to them. This will expedite clearance of the final plan.
- h. When the zoning by-law amendment required in Condition 15 is being prepared, reference to this subdivision application file number should be included in the explanatory note. This will expedite the County and other agencies' consideration of the by-law.
- i. Clearance is required from the following agencies:

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- Municipality of Thames Centre | 4305 Hamilton Road, Dorchester, ON N0L 1G3
- Upper Thames River Conservation Authority | 1424 Clarke Road, London, ON N5V 5B9
- County Engineer – County of Middlesex | 399 Ridout Street North, London, ON N6A 2P1

- j. All measurements in subdivision final plans must be presented in metric units.
- k. The final plan approved by the County of Middlesex must include the following paragraph on all copies (1 Mylar and 1 paper) for signature purposes: is this current?

*“Approval Authority Certificate*  
*File No. \_\_\_\_\_*

*This Final Plan of Subdivision is approved by the County of Middlesex under*  
*Section 51(58) of the Planning Act, R.S.O. 1990, on this \_\_\_\_\_ day of*  
*\_\_\_\_\_, 202\_\_\_\_\_.*

*Durk Vanderwerff*  
*Director of Planning and Development”*

- l. The final plan must be submitted digitally in AutoCAD (DWG) and Portable Document Format (PDF) with the appropriate citation from the Planning Act used. The AutoCAD (DWG) file must be consistent with the following standards:

Georeferenced to the NAD83 UTM Zone 17N coordinate system.  
All classes of features must be separated into different layers.  
Each layer should be given a descriptive name so that the class of feature it contains is recognizable.

- m. The final plan approved by the County must be registered within 30 days or the County may withdraw its approval under Subsection 51(59) of the Planning Act.