

From: [Laura Plank](#)
To: [Clerk](#)
Cc: [Councillor Sue Cates](#); [Rob Plank](#); [REDACTED]; [REDACTED]; [Bear Property Cleaning](#);
[Middlesex Centre Planning](#); [Laura Plank](#)
Subject: Proposed Development at 10242 Glendon Drive
Date: Sunday, April 12, 2026 11:17:56 AM
Attachments: [Letter - Proposed Development at 10242 Glendon Drive.pdf](#)

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Dear Mayor and Members of Council:

Please find attached a letter of concern submitted on behalf of neighbouring property owners regarding the proposed Plan of Subdivision (39T-MC2501) and Zoning By-law Amendment (ZBA-05-2025) for 10242 Glendon Drive.

Our properties back onto the proposed Block 19 and are in very close proximity to Block 21, and we have significant concerns regarding the proposed height, density, and resulting impacts on privacy, compatibility, and overall community character.

We respectfully request that this correspondence be included as part of the public record and considered during the review and decision-making process.

We would appreciate being notified of any future decisions or meetings related to this application.

Thank you for your time and consideration.

Sincerely,

Laura Plank
on behalf of adjacent property owners

12 April 2026

Municipality of Middlesex Centre Planning Department
10227 Ilderton Road
Ilderton, ON
N0M 2A)

**Subject: Formal Letter of Concern – Proposed Development at 10242 Glendon Drive
Impacts to Adjacent Properties Backing onto Blocks 19 and 21**

To the Municipality of Middlesex Centre Planning Department,

We are writing collectively as neighbouring property owners whose homes back directly onto the lands identified as Block 19 and adjacent to Block 21 within the proposed development at 10242 Glendon Drive.

We wish to formally express our significant concerns regarding the scale, density, and height of the proposed development, and the resulting impacts on our properties, privacy, and the overall character of our neighbourhood.

While we understand and support the need for responsible growth, the current proposal represents a level of intensification that appears excessive and incompatible with the existing low-density residential context of Komoka and Kilworth. The proposed development includes medium- and high-density residential uses, as well as a mixed-use block (Block 21) that permits buildings up to approximately 10 storeys in height. The massing and vertical scale of these buildings raise serious concerns regarding compatibility and appropriate transition.

Our primary concern is the direct and unavoidable loss of privacy resulting from the placement of multi-storey buildings in close proximity to our rear property lines. The proposed 6- to 10-storey buildings will introduce extensive overlook into our backyards, with multiple floors of windows and balconies facing directly into our private outdoor spaces. These yards are essential to our daily living, providing space for relaxation, family use, and enjoyment of our homes. The introduction of buildings of this height will significantly diminish our ability to use and enjoy these spaces without feeling exposed.

In addition to privacy impacts, we are concerned about:

- The lack of an appropriate transition in height and density between existing low-density homes and the proposed mid- and high-rise buildings
- The visual impact and massing of large-scale buildings immediately adjacent to established residential properties
- Potential shadowing effects on our homes and backyards, particularly from the proposed 6 and 10-storey structure in Block 21
- Increased noise and activity associated with higher-density development directly abutting our properties
- The overall compatibility of this level of intensification within a community characterized by low-rise, small-town residential development

Many of us chose to live in this community because of its quieter, lower-density character. The scale of development being proposed is more consistent with urban intensification projects found in larger centres and represents a fundamental shift in the nature of the communities of Kilworth and Komoka.

We respectfully request that Council and Planning Staff give careful consideration to the following:

1. Reducing building heights, particularly in areas immediately adjacent to existing residential properties
2. Relocating taller buildings, including the proposed 6 and 10-storey structures in Block 21, further away from existing homes
3. Implementing increased setbacks and step-backs to reduce visual massing and overlook
4. Introducing substantial buffering measures, including mature landscaping, berms, and privacy screening
5. Ensuring a more appropriate and gradual transition in density from existing homes to new development
6. Re-evaluating the overall density of the development to ensure it is appropriate for this community

Given the potential significant and unavoidable impacts to our properties—including loss of privacy, increased overlook, shadowing and noise impacts, and the immediate proximity of mid- and high-rise buildings—we request that the Municipality and/or developer consider meaningful mitigation measures beyond site design.

The proposed scale represents a drastic and fundamental change to the conditions under which our properties were purchased and enjoyed, and will have a severe impact on our privacy, enjoyment, and property value.

Should the development proceed in its current form, we request consideration of appropriate compensation measures, including the option of voluntary property acquisition where impacts cannot be reasonably mitigated.

Thank you for the opportunity to provide input on this matter. We ask that our concerns be taken into serious consideration as part of the review process, and we request to be notified of any decisions related to these applications and their impact on our properties.

Sincerely,

Rob and Laura Plank - 10178 Glendon Drive - (██████████) & (██████████)
Luciano and Trisha DiPonio - 10190 Glendon Drive (██████████) & (██████████)
John Nowak - 10194 Glendon Drive (██████████)



Date: April 20, 2026

Mayor and Council
Municipality of Middlesex Centre
10227 Ilderton Road
Ilderton, ON N0M 2A0

Subject: Servicing Review – 10242 Glendon Drive
Zoning By-law Amendment (ZBA-05-2025) and Draft Plan of Subdivision (39T-MC2501)

Your Worship and Council:

On behalf of South Winds Development Co. Inc. (South Winds), thank you for the opportunity to comment on the Draft Plan of Subdivision and Zoning By-law Amendment applications for 10242 Glendon Drive.

South Winds does **not oppose** the proposed development and supports the efficient delivery of additional housing in Komoka–Kilworth. Our comments are provided to ensure that servicing allocations for this proposal do not compromise the future development potential of the adjacent draft plan approved Edgewater Estates lands.

Further to previous communications regarding servicing concerns and potential impact of this proposed development, we confirm the following:

- South Winds' Planner, by its letter of July 14, 2025, has identified potential issues with the population estimate and the potential full build-out that has not been accounted for. The Servicing Report by MTE Consultants (May 27, 2025) does not consider the maximum build-out for the number of units permitted by the zoning being sought and should be revised.
- Sanitary capacity concerns should not be addressed through the site plan approval process but rather through a revision to density and maximum development permissions of the zoning by-law.

- South Winds front-ended all of the servicing in this area and for the lands considered herein for the *ZBA-05-2025*, in accordance with the terms of a Cost Sharing Agreement. Servicing allocation therefore by Middlesex Centre needs to be carefully reviewed for compliance with the CSA and the allocation of services for these lands.
- Middlesex Centre must confirm that capacity has been reserved for the full build-out of the Edgewater Estates Subdivision without detrimental impact from this or other proposed projects as identified in the Cost Sharing Agreement.
- I have had communications with our Legal consultants and our Engineers that confirm that the entire Edgewater Estates Subdivision is Draft Plan Approved and that South Winds must have services, infrastructure and capacity allocated to it to permit full build-out for all Phases of the Subdivision to come to fruition.

Accordingly, we respectfully request that the Draft Plan of Subdivision and Zoning By-law Amendment be carefully reviewed using population and unit projections reflective of the maximum permitted zoning being considered by the Municipality with *ZBA -05-2025 and Draft Plan of Subdivision (39T-MC2501)*. This approach will help ensure that infrastructure capacity is equitably allocated as required in the Cost Sharing Agreement between the Municipality and South Winds.

We appreciate the opportunity to provide these comments and look forward to continued collaboration with the Municipality which supports responsible growth and housing delivery in the community.

Sincerely,



Toby Stolee

Chief Operating Officer

South Winds Development Co. Inc.

cc:

William Chalmers, wchalmers@airdberlis.com

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Robert Cascaden, cascaden@middlesexcentre.ca

April 20, 2016

Dear Mayor and Members of Council,

My name is Doug MacRae. I am a homeowner in the Clear Skies subdivision in Ilderton. I am requesting this letter be received for the public record and as a formal written delegation tied to your consideration of Agenda Item 7.1 at the April 23, 2026 meeting.

As Council is reviewing another development plan, members need to understand what has happened/is happening with Clear Skies in Ilderton. This letter identifies a series of issues that, taken together, represent a significant gap in oversight, accountability, and transparency. Residents are paying attention, and they deserve answers and accountability.

Background: Clear Skies and What Was Promised

- Clear Skies is a residential subdivision in Ilderton, developed in phases by Sifton Properties. It is planned in 4 phases
- Phase 1 subdivision agreement was approved in 2017 under By-law 2017-111.
- Paragraph 30 of the agreement requires the developer to “construct and install to the satisfaction of the Municipality the recreational trail amenities” on Blocks 63, 64, and 65.
- The trail layout and construction details are part of the approved plans in Schedule G.
- Blocks 63, 64, and 65 were conveyed to the Municipality under Paragraphs 41 - 42.3.
- The park and trail network appeared in:
 - Municipal capital budgets every year from 2021 through 2025
 - The 2024 DC Background Study
 - The Community Services Master Plan,
 - The Trail Master Plan
 - The developer’s website - liveatclearskies.ca - continues to market the park and trail network to prospective buyers today (juxtaposed against items tagged as “future” development)

Every signal from the Municipality and the developer told residents this infrastructure was part of their community. Residents paid development charges expecting these amenities. None of it has been built.

Framing the Issues

As you dive into all the specific outlined below, it’s important to be upfront that everything we are requesting can be done – and right now. At the March 11, 2026 Council meeting, staff stated in regard to the Clear Skies trail: **“If Council directs us to move on this sooner than later, we can do it.”**

Staff confirmed - on the public record - that the trails can be built now. Everything in this letter flows from one simple question: if it can be done, why hasn’t Council been asked to direct it? The answer, as the issues below will show, is that this file has been managed without Council’s knowledge or direction for over seven years.

Issue 1: The Agreement Is in Default and Only Council Can Grant Extensions

The agreement's completion timeline has expired. The authority to extend it rests solely with Council, and Council has never been asked.

- Paragraph 28 gave the developer three years from the Municipal Engineer's authorization to reach Provisional Acceptance of the Phase 1 Works.
- That deadline passed over seven years ago. The agreement is in default.
- Phase 2 is in the same default position.
- Paragraph 28 is explicit: only Municipal Council can grant extensions, "on such terms and conditions as the Municipal Council may see fit to impose."
- To my knowledge, Council has never passed a resolution or bylaw granting an extension for Phase 1 or Phase 2.

If no extension has been granted, the agreement has been in default for over seven years without Council's knowledge or direction. Residents are entitled to know how this happened and who is accountable.

Issue 2: Staff Deferred the Trail Construction Without Council Direction

On April 17, 2026, staff responded in writing to my questions about the trail obligation. That response confirmed the deferral was an arrangement between staff and the developer.

- Staff stated: "The Municipality has the discretion to allow the developer to defer works in certain circumstances, if both parties agree."
- The agreement does not give staff this discretion. Paragraph 28 reserves extension authority exclusively to Council.
- Deferring an entire Works item from a registered subdivision agreement is not a minor or administrative change, it is a substantive alteration to the scope and timing of a Council-approved plan.
- I have requested staff to produce the delegation of authority bylaw that expressly authorizes this. Under the Municipal Act, staff can only exercise Council's powers where authority has been expressly delegated by bylaw. Absent such delegation, the power remains with Council.

Staff and the developer reached an arrangement that altered a Council-approved obligation without Council ever being consulted. Council should determine whether this was within staff's authority, and if not, what the implications are.

Issue 3: An Undocumented Dependency That Caused the Delay

Staff linked the Phase 1 trail to Phase 4 design completion, then cited the resulting delay as justification for the deferral.

- Staff has stated that they required the developer to complete the trail grading design as part of the Phase 4 detailed design, because the Phase 1 design did not include grading for adjacent future phases.
- The agreement does not make the trail contingent on future phase grading. It says "shall construct and install."
- Phase 4 then stalled due to "market conditions". The trail is delayed by an undocumented dependency in an Phase 4 agreement that was not drafted at the time, nor approved today.
- Staff now confirm the Phase 4 grading design "is now complete." The stated obstacle has been removed, yet there is still no approved plan to build the trail.

- To my knowledge, the Phase 4 agreement has not been ratified by Council, reflecting stated dependencies on a plan that has no approval.

In essences, plans that do not formally exist are being cited to justify the deferral of an obligation that formally does.

Issue 5: Only the Resident-Facing Amenity Was Deferred

Every Works item that served the developer's interests was completed. The one that serves residents was not.

- Staff confirm no other Works from Schedule G have been deferred - only the trails.
- Roads, servicing, and utilities - everything the developer needed to sell lots and build homes were completed.
- The developer has fully monetized the subdivision.
- The deferral was justified on the basis of cost efficiency (the developer's construction costs) and market conditions (the developer's sales slowdown). Neither is a provision in the agreement.
- The developer's business risks have been transferred to residents as a seven-year delay on infrastructure they were contractually owed.

The community has a right to ask why staff and Council prioritized the developer's cost savings over residents' contractual rights.

Issue 4: Inequitable Enforcement

Homeowners are held to their obligations under the agreement. The developer is not.

- Every homeowner received a Homeowner Information Package (Schedule J) outlining responsibilities for stormwater management, maintenance, access, etc.
- Residents are expected to comply, and the Municipality enforces these requirements.
- The developer's obligation to build the trail network has gone unenforced for over seven years.
- During that same period, the developer has received approvals for Phase 3 and is now seeking approvals for Phase 4.

Residents comply with the agreement. The developer does not. And the developer is being rewarded with new approvals while prior commitments remain undelivered. This is a trust issue, and it is one that residents will not forget.

Issue 5: Council Awareness

Council has been making decisions without full information about the status of its own agreements.

- In March 2026, staff presented report PWE-12-2026: the Unassumed Subdivisions update.
- That report did not disclose that Clear Skies Phase 1 and Phase 2 are in default on their agreement timelines.
- It did not flag the trail obligation or the staff-level deferral arrangement with the developer (a requirement under the Act)

Council cannot exercise oversight over decisions it does not know have been made. Residents expect their elected representatives to have complete information - especially about legally binding agreements that affect their neighbourhoods.

Issue 6: Years of Budget Signals and Created Expectations

Council approved budgets year after year that showed this infrastructure as a commitment. It was then quietly removed.

- The park and trail appeared as DC-funded line items in capital budgets from 2021 through 2025.
- The 2026 budget removed the line items and reclassified the projects as “developer dependent.”
- At a recent Council meeting, staff indicated the park would be part of the Phase 4 agreement - an agreement that has not been ratified.
- Staff indicated trails would come “much later.”
- The trails are registered on the Phase 1 title. They cannot be moved to a Phase 4 agreement unless the Phase 1 agreement is formally amended. No amendment has been made.
- Staff confirm the 2027 capital budget forecast “is not considered an approved budget” and will not begin preparation until July or August 2026.

We have watched this promise move from 2021 to 2022 to 2023 to 2024 to 2025 to 2026 to now 2027. At some point, a commitment that is deferred every year is not a plan. It is an indefinite delay - and residents know it.

Summary - Action Is Required Now

On March 11, 2026, staff told Council that they can build this trail if Council directs it. The agreement requires it. The grading design is complete. The only thing missing is Council’s direction.

Seven years of delay. No extension granted by Council. No delegation bylaw cited. No disclosure of the default. The developer fully monetized the subdivision while the only resident amenity was kicked down the road. Residents purchased homes and paid development charges based on commitments made by this Municipality and this developer. Those commitments are now a matter of public record, public trust, and public accountability.

For years, every signal has told residents and potential buyers that this amenities would be provided. What are residents to think when we learn that developer timelines and efficiencies (cash considerations) are prioritized above all else? The perception is that the municipality is working harder to not build the park and trails promised than it is to satisfy obligations and promises made to its residents.

Requested and Recommended Actions:

This is a request for Council to exercise the authority that the agreement gives to you and only to you to:

1. **Direct staff to build the Clear Skies Phase 1 trail.** Staff confirmed on March 11, 2026 that they can do it if Council directs them. The grading design is complete. The agreement requires it. Direct them to enforce the agreement and the developer to construct the trails in 2026.
2. **Direct staff to report back at the next available meeting** with a complete list of every subdivision agreement in the municipality that is in default on timeline or other obligations. That report must include Clear Skies Phases 1 and 2, the timeline of decisions and documentation of delay decisions, and all other amendments contemplated by staff on subdivision agreements. This is with the purpose of an informed Council on matters explicitly under its authority.

As Council moves forward with future subdivision agreements, it's important to consider to learn from experiences at Clear Skies and apply them to protect the interests of future homebuyers and families making investments in our community.

Before approving future developments, it is recommended to direct staff to include the following protections in all future subdivision agreements, including any Phase 4 agreement for Clear Skies:

a) Limited phase approvals while prior phases remain in default. Developers should not be able to advance phases while previous phases are in default. The Phased approach benefits & prioritizes developer cashflows and efficiencies over quality of life for residents (taxpayers).

b) Cross-phase default provisions. Conditions in phase agreements that the developer agrees that a default in any phase can be used by the Municipality to withhold approvals, permits, and security releases in any other phases. In other words, developers cannot exploit deficiencies in one agreement while advancing other agreements.

c) These provisions must be written into agreements so they are enforceable and not subject to staff discretion. This is how you prevent what has happened in Clear Skies from happening again.

These protections exist to ensure that developers who take on multi-phase projects follow through on their commitments to residents before moving on to new revenue-generating phases. They protect the community. They protect Council. And they ensure the promises made to residents are promises kept.

I am available to answer any questions and can be reached at [REDACTED] or

[REDACTED].

Thank you for your immediate attention to this matter. Clear Skies residents are watching, and we look forward to seeing Council act.

Sincerely,

Doug MacRae