



**London**  
CANADA

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# **Chapter 19**

## **Development Compliance Procedure**

# **Design Specifications & Requirements Manual**

**October 2003**

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# City of London

## Design Specifications and Requirements Manual

The design information contained in this manual is intended to provide guidance beyond legislative and standard design practices for use in the City of London (the City). There will be site specific situations where the design will depart from these practices as it is not possible nor is it the intention of the City to anticipate every situation. The City intends to review and revise the Manual from time to time. The City also acknowledges that other references such as the 'Standard Contract Documents for Municipal Construction Projects' are to be used in conjunction with this manual. The 2012 update of this manual incorporates design information from the City's former 'Subdivision & Development Guide Manual' to provide consistent and current design information for development projects.

The City of London maintains its right to accept or refuse any design submissions and requires an acceptable design for any given circumstance.

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# 19 Development Compliance Procedure

## 19.1 Introduction

The requirements and procedures for ensuring compliance with development related application and agreements have been documented herein to assist industry professionals, staff, consultants, and other service partners throughout the inspection and compliance processes.

### 19.1.1 Overall Compliance Goals and Objectives

The goals of Development Compliance in the City of London are as follows:

- a) Ensure all development-related works are constructed in general conformity with their approved plans and in accordance with their associated agreement.
- b) Ensure all infrastructure constructed within the municipal right-of-way, both assumed and un-assumed, is constructed in accordance with approved plans, consistent with City of London standards and specifications, and in general compliance with all applicable regulations.
- c) Ensure that materials, workmanship and all construction techniques and technologies used are inspected and certified by the Owner's Professional Engineering Consultant to be in accordance with applicable standards.
- d) Ensure all private works constructed under Site Plan are completed in accordance with approved plans and to the satisfaction of the City.
- e) Ensure works associated with development have no adverse impacts to existing infrastructure or unduly impede reliable services to the public.
- f) Protect the interest of property owners and/or residents, both within and surrounding development applications.

### 19.1.2 Applicable Development Agreements

The *Planning Act* delegates the authority for municipalities to require Owners to enter into one or more agreements in order to ensure developments proceed in accordance with approved plans. The following types of development agreements are enforced through the development compliance procedures and requirements outlined in this document.

### **19.1.2.1 Subdivision Agreements**

In accordance with the *Planning Act*, the City of London has delegated authority for the approval of Plan of Subdivision in accordance with the Provincial Policy Statement and the City's Official Plan to an officer of the municipality. Through the delegated authority the City may apply conditions of draft approval to plans of subdivision requiring owners to enter into a Subdivision Agreement with the City. This authority is provided under Section 51(25) (d) and 51(26) of the *Planning Act*.

The Subdivision Agreement is a legally binding contract between the landowner and the City that spells out the Owner's obligations to the municipality for construction of roads, sewers, watermains, parks, open spaces and other services within subdivision limits, and any external works as required. In addition to all physical works requirements, the agreement specifies the additional requirements related to applicable fees, charges and securities, and indicates any dedication requirements for municipal rights-of-way, parks, easements and trail systems, and identifies triggers and administration for all of the above. When the plan of subdivision is registered at the registry office, the executed Subdivision Agreement is registered on title for each individual parcel of the divided land.

### **19.1.2.2 Site Plan Development Agreement**

Pursuant to Section 41 of the *Municipal Act*, and in accordance with Section 19.9.2 of the Official Plan, the City of London designates all lands within City limits as a Site Plan Control Area.

The City of London utilizes the Site Plan Control By-law (C.P.-1455-541) to ensure a high quality site design, engineering efficiency, building architecture and landscape design. Site plan control is also intended to improve efficiency of land use and servicing as well as to encourage attractive and compatible forms of development. In accordance with the *Planning Act* the City of London has delegated authority for the approval of Site Plan in accordance with the Provincial Policy Statement and the City's Official Plan to an officer of the municipality. As a condition of Site Plan approval, the City may require the Owner to enter into a development agreement.

The Site Plan Development Agreement is a legally binding contract between the landowner and the City outlining the terms and conditions for development including all approved plans and servicing drawings as schedules. This authority is provided under Section 41(7)(c) of the *Planning Act* RSO- 1990.

Upon approval of the Site Plan, a development agreement is executed by all parties and registered on the title with the lands. This agreement, as executed, would include schedules of approved (stamped & signed) plans. The Development Agreement remains on that property unless amended or released otherwise.

### 19.1.2.3 Consent Agreements

The consent approval process, described in Section 53 of the *Planning Act*, provides an alternative form of land division for proposals that are relatively less complex where a plan of subdivision is not required (e.g. the creation of one or two lots or easements). The City's Official Plan establishes criteria to be considered by the Consent Authority when reviewing application for land severance relating to the land use, infrastructure and servicing, transportation, the natural environment, community improvement, and urban design. In accordance with the Act, City Council may delegate the authority to grant consent to an officer of the municipality representing the Consent Authority.

Section 53(12) of the *Planning Act* empowers the Consent Authority to impose reasonable conditions through the provisional approval of consent applications. Final Consent (issuance of certificate) is granted when the Consent Authority is satisfied that all conditions imposed through the provisional decision of the consent have been fulfilled. All conditions of approval must be fulfilled within one (1) year of the decision.

In cases where it is not feasible to satisfy all conditions within the one-year timeframe, the Owner may enter into a Consent Agreement with the City to cover outstanding conditions of consent. The consent agreement represents a legal contract between the Owner and the City. In addition to any required physical works required, the consent agreement may specify any additional requirements relating to applicable fees, charges, securities, municipal right of way or easements, and identify associated triggers and administration.

### 19.1.2.4 Condominium Agreement

The process of creating units, common elements, and exclusive-use common elements through registration of a condominium is governed by the Condominium Act and the *Planning Act*. Authority for the approval of plans of condominium has been delegated by the Province to the City of London.

The City may require applicants to satisfy reasonable conditions prior to final approval and registration of a plan of condominium, as authorized under Section 51 of the *Planning Act*. Applicants must fulfill the conditions of draft plan approval within a specified time period; if they fail to do so, the draft plan approval will lapse.

In cases where it is not feasible to satisfy all conditions within the required timeframe, the Owner may enter into a Condominium Agreement with the City to address the outstanding conditions of draft plan approval. The Condominium Agreement is a legal contract between the Owner and the City. In addition to required physical works, the Agreement may specify additional requirements related to applicable fees, charges, securities, municipal rights-of-way or easements, and may identify associated triggers and administrative responsibilities.

### 19.1.2.5 Site Alteration Permit and Agreement

Pursuant to the *Municipal Act*, 2001, the City of London utilizes the Site Alteration By-law (C.P.- 1591-279) to prohibit and regulate the placing or dumping of fill, removal of topsoil and the alteration of the grade of land in the City of London.

Unless otherwise exempt under this By-Law, no person shall undertake, cause or permit Site Alteration on a Site without having first obtained a Permit issued by the Director, Planning and Development.

From time to time the City of London may impose special conditions on a Permit that are reasonable, including requiring the Owner to enter into a Site Alteration Agreement with the City, to ensure that the proposed site alteration is consistent with the provisions of this By-Law and to minimize any Adverse Effect.

### 19.1.3 Security and Default

For all security-related information, guidance, and procedures, please refer to the City's Subdivision and Development Agreement Security Policy (hereinafter referred to as the "Security Policy"). Additional details may also be outlined in the associated agreement.

If the Owner breaches any covenant, term, condition, or requirement of the agreement, the City may, at its discretion, declare the Owner to be in default. The procedures and consequences related to default are outlined in the associated agreement, with further information available in the Security Policy.

### 19.1.4 Works Within the Right-of-Way

The City regulates all work occurring on, above, or below municipal roads, sidewalks, and boulevards. Pursuant to the City of London's Streets By-law S-1, a Work Approval Permit must be obtained prior to the start of any work within the City right-of-way. Permits can be applied for through Building Services at the City.

Development approvals do not exempt Owners from obtaining required permits or fulfilling obligations within the City right-of-way. This includes external works to be assumed by the municipality, as described in **Section 19.6**, site servicing works, construction of accesses, and any other right-of-way disruptions or occupancies.

## 19.2 Development Inspections

Under the City's Planning & Development division, the Development Inspections team is responsible for ensuring compliance with development-related applications and agreements. This includes, but is not limited to, conducting inspections, monitoring agreement compliance, managing securities, addressing complaints, and protecting the public interest.

For any development compliance related requests, submissions, inquiries, or complaints, please contact Development Inspections via the email portal at [developmentinspections@london.ca](mailto:developmentinspections@london.ca).

## 19.2.1 Authority to Inspect

The City of London is authorized to inspect both municipal and private lands under various development processes to ensure compliance with applicable agreements and by-laws. Under the Site Plan Control By-law, development agreements explicitly grant the City access to inspect constructed works. For subdivision applications, the Owner's consent permits City staff to enter the lands for evaluation purposes, and the standard subdivision agreement further authorizes inspections, document review, and issuance of directions by the City Engineer. Additionally, the Site Alteration By-law requires a permit and agreement for grading on lands without executed subdivision or development agreements, granting City staff the authority to enter and inspect such lands.

## 19.2.2 Inspection Requirements

In the context of development compliance, an "inspection" generally refers to a formal site review required as part of a specific compliance milestone (e.g., Initial Clearance, Assumption, or End of Warranty) associated with a development agreement. These inspections typically involve City staff, the Owner, and their representatives. Following the inspection, Planning and Development staff will either issue a formal inspection clearance; if the site meets all requirements; or a deficiency list identifying items that are not in compliance with the agreement, which would necessitate a re-inspection at a later date.

Inspections are typically initiated by the Owner; however, under certain circumstances, the City may choose to initiate the compliance process. To request an inspection associated with a development agreement, the Owner's Professional Engineer must complete the standard request form (**PD-IRF-01**; see **Section 19.8**) and submit it to Planning and Development via [developmentinspections@london.ca](mailto:developmentinspections@london.ca), any re-inspection shall also be initiated through this email.

### 19.2.2.1 Expectations

By submitting an inspection request form, the Owner and their Professional Engineer confirm that site conditions have been evaluated and are ready for inspection.

For any inspections involving assumed or unassumed municipal infrastructure, the Owner's Professional Engineer or their authorized representative is required to be present.

If City staff arrive on-site and determine that conditions are not suitable or that the works and services are not ready, they reserve the right to terminate the inspection.

### **19.2.2.2 Timing**

The Owner may request inspections during the winter season; however, the City will schedule and conduct such inspections only under suitable site conditions and subject to weather conditions and site safety considerations.

Note that subdivision assumption inspections are subject to the restrictions outlined **Section 19.3.4.4** regarding inspections during the winter season.

If the Owner does not request a re-inspection within twelve (12) months of the City issuing a deficiency list, the City reserves the right to require a new, full inspection.

### **19.2.2.3 Fees**

As outlined in the Fees and Charges By-law, a Compliance Inspection Fee will be charged for all inspections beyond the second inspection at any compliance milestone stage (e.g., Initial Clearance, Assumption, or End of Warranty). This fee generally applies to formal inspections or re-inspections initiated by the Owner that involve Planning and Development staff, the Owner, and/or their representatives. These inspections are typically followed by the issuance of formal deficiency lists or inspection reports from the City.

## **19.2.3 Specifications**

These specifications apply specifically to works associated with planning-related applications and agreements, ensuring that infrastructure delivered through private development meets the City's objectives for durability, safety, aesthetics, and environmental performance – particularly in cases where standard provincial and municipal specifications do not fully account for local or context-specific conditions. They help ensure that constructed works satisfy not only baseline regulatory requirements but also align with the City's long-term vision and quality benchmarks.

### **19.2.3.1 Concrete Curb and Gutter Repairs**

After the completion of a road, any disruption to the curb and gutter structure can undermine the stability and performance of the entire roadway. Curbs are often subject to damage during ongoing building activity, typically from the operation of heavy equipment over unprotected areas. Damage may result in cracking, displacement, or other forms of deterioration. Decisions on necessary repairs must be made prior to assumption of the roadway by the City.

These specifications establish clear and consistent standards for the inspection, evaluation, and repair of concrete curb and gutter systems prior to assumption of municipal infrastructure by the City. This section outlines the conditions under which curb repairs are required and provides guidance for acceptable repair methods based on location, extent of damage, and curb type.

#### 19.2.3.1.1 General Repair Guidelines

- a) Repairs should minimize unnecessary removal of otherwise sound curb segments.
- b) No repair should result in the creation of more than one additional joint in the curb.
- c) Repairs must align with existing expansion joints where possible.
- d) Saw cuts are typically spaced at intervals of approximately 3 metres.
- e) Special consideration shall be given to curb cuts at driveway entrances.

#### 19.2.3.1.2 Non-Structural Cracks

Where curb cracks show no displacement or signs of imminent failure, and where the road structure is not compromised, the City may consider the deficiency minor. In such cases, repairs will not be required.

#### 19.2.3.1.3 Single Crack Repairs

**Crack Outside a Driveway:** For a single crack located outside of a driveway, the repair must extend from the far side of the crack to the nearest original expansion joint. Repairs that would introduce two additional joints (e.g., a short segment between two saw cuts) are not acceptable. Refer to Example 1 in **Figure 19.1**.

**Crack Within a Driveway:** If a crack occurs within a driveway, the repair shall extend from the midpoint between the original expansion joints, resulting in two equal sections approximately 1.5 metres in length. Refer to Example 2 in **Figure 19.1**.

#### 19.2.3.1.4 Multiple Crack Repairs

Where multiple cracks exist between two original expansion joints:

- If all cracks fall within a 1.5 metre section, and the repair can begin or end at an original expansion joint, a 1.5 metre replacement is acceptable.
- If neither end of the repair aligns with an original expansion joint, the entire section between joints must be replaced.

Refer to Examples 3 to 5 in **Figure 19.2**.

Where significant cracking extends across three or more consecutive curb sections, the entire affected length shall be replaced in full. Refer to Example 6 in **Figure 19.2**.

#### 19.2.3.1.5 Lay-By Curb Repairs

In the case of cracked or damaged curbs within a lay-by (i.e., the space between the parking lane and travelled roadway), repairs shall be made in a manner that does not disturb the adjacent roadway asphalt. All work must be confined to the lay-by area.

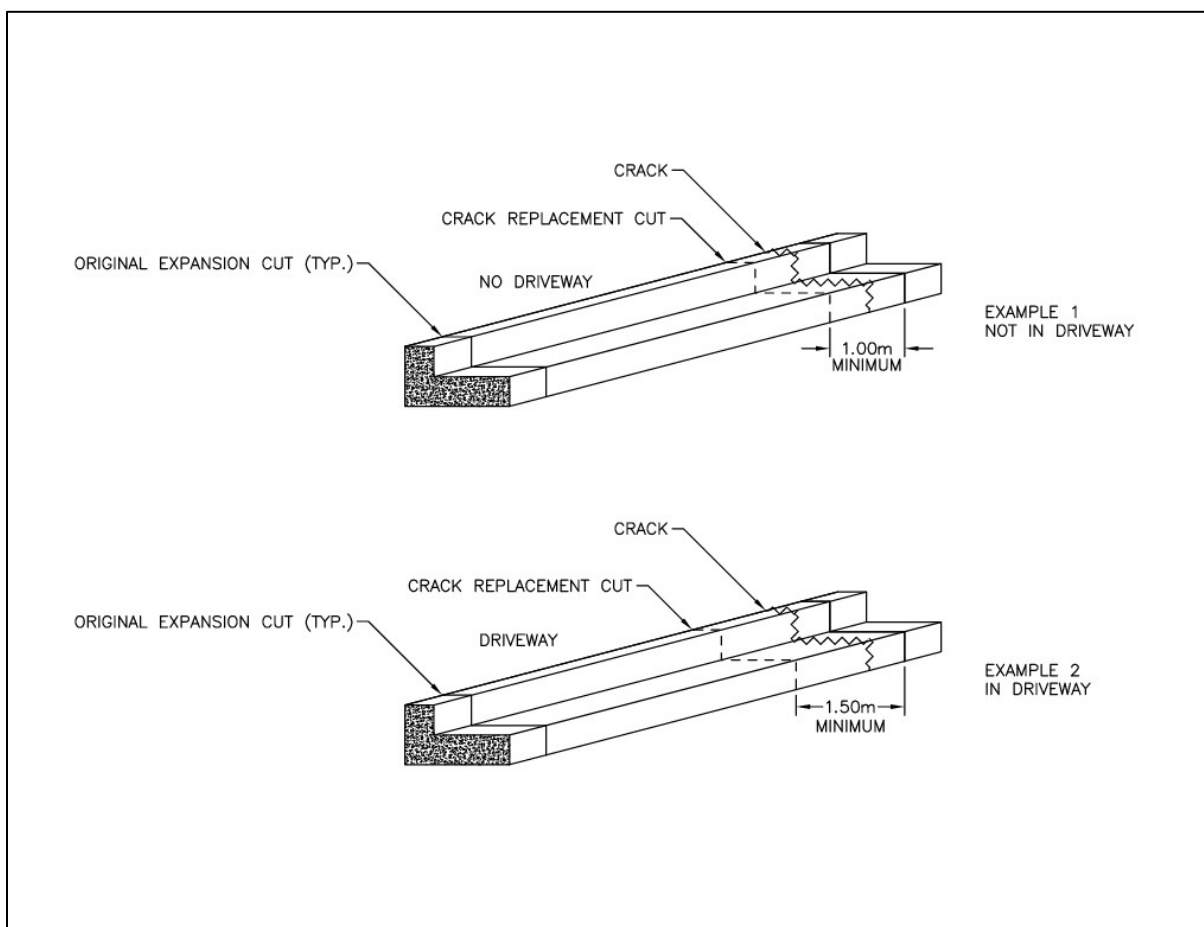
#### 19.2.3.1.6 Implementation

These specifications will be applied during site inspections conducted as part of the Assumption and End-of-Warranty processes for subdivisions. They will also serve as a guideline for private development inspections, particularly for private residential development sites involving multiple shared proprietors, such as condominium developments.

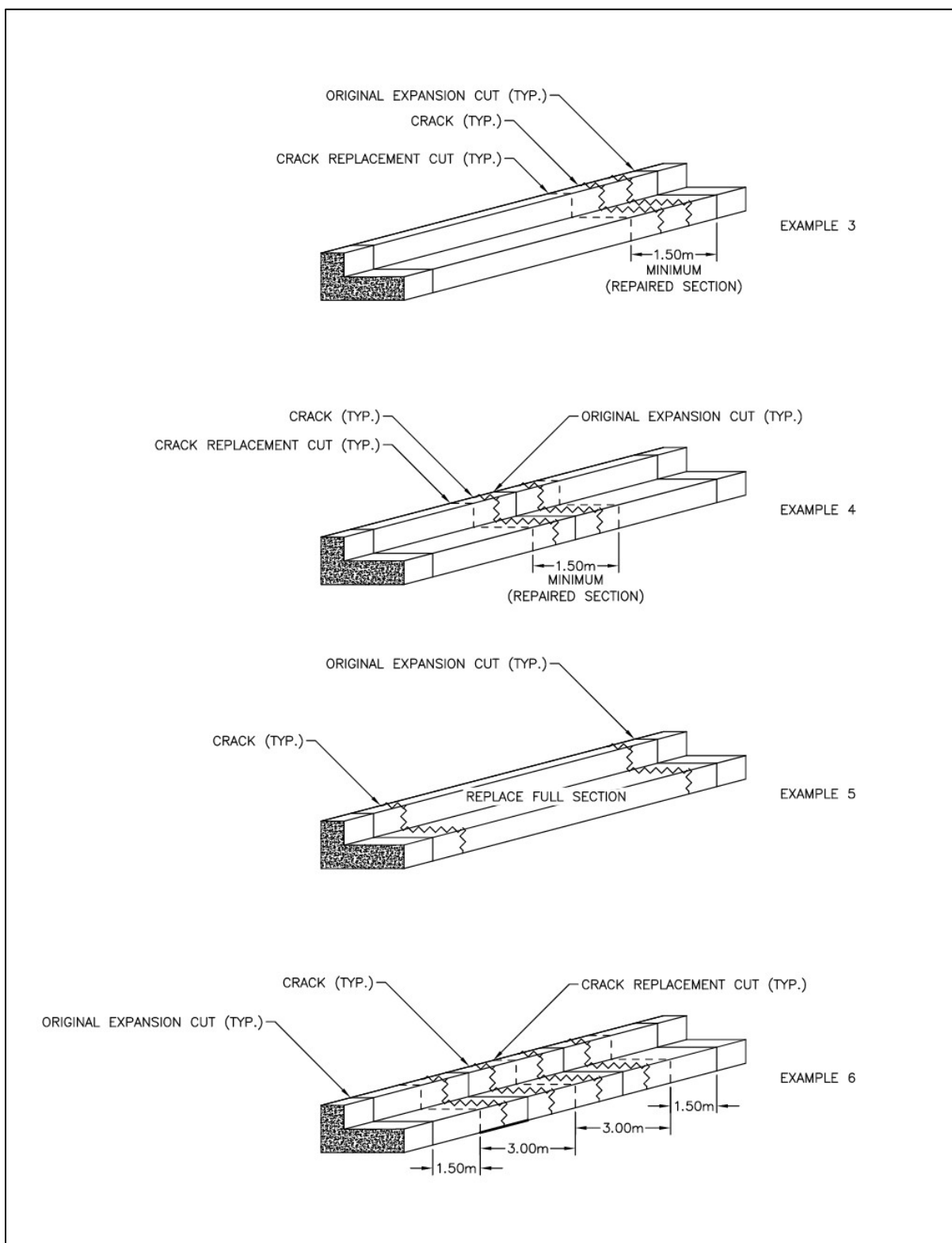
Under the guidance of their Professional Engineers, Owners are responsible for ensuring that all required repairs are completed prior to any Final Assumption Inspection. However, an initial joint walk-through may be scheduled with the City if additional guidance or discussion is warranted, see **Section 19.3.4.2** for further details.

Any repairs completed outside the scope of these specifications may be subject to rework at the Owners expense.

**Figure 19.1 Curb and Gutter Crack Repairs – Single Crack**



**Figure 19.2 Curb and Gutter Crack Repairs – Multiple Cracks**



## 19.3 Subdivision Compliance

### 19.3.1 Introduction to Subdivision Compliance

Compliance for subdivision applications involves several stages of approval, from Initial Clearance, through to construction and final completion of all required works and services. The City uses inspections, certifications and ongoing communication with the Owner and their agents to ensure all aspects of the development complies with the conditions of approval and any relevant development agreement clauses.

The goal of Subdivision Compliance is to ensure the interests of the municipality, and the public are protected throughout the development and ultimately reach the successful assumption of quality, sustainable municipal assets.

#### 19.3.1.1 Definition of Stages

Agreement Compliance for Subdivisions can be described in several stages:

##### 19.3.1.1.1 Initial Clearance

Initial Clearance, formerly referred to as Conditional Approval, will take effect in late 2025 and will replace the previous term. For all practical purposes, the two terms are functionally equivalent, with the distinction based solely on the terminology used in the applicable subdivision agreement.

By issuing a Certificate of Initial Clearance, compliance staff in Planning and Development are confirming that full building permits may be issued in a subdivision or a portion thereof. Initial Clearance may be issued once the City is satisfied the development complies with applicable legislation, the requirements of the subdivision agreement have been met, and the necessary works and services have been deemed complete and operational for use. The above is confirmed through the inspection of physical works, certification from the Owner's Professional Engineer, CCTV videos and confirmation that all relevant documentation has been provided. **Section 19.3.2** provides more detail on the Initial Clearance stage.

##### 19.3.1.1.2 Buildout (Initial Clearance to Assumption)

Certain requirements of subdivision agreement can have timing triggers tied to the date of registration such that the works are to be completed after Initial Clearance but prior to Assumption. The agreement clauses will clearly identify the specific timing for each requirement.

Furthermore, the expectation is that the Owner makes all reasonable efforts to maintain the subdivision during its buildout, as outlined in the agreement, in a manner consistent with City of London standards and specifications, and in general compliance with all applicable regulations.

**Section 19.3.3** provides more details on how compliance during buildout is managed given the timing falls between standard inspection points.

#### 19.3.1.1.3 Assumption

Assumption occurs when City Council passes a by-law to assume responsibility for the maintenance, repair, and liability of the works and services installed as part of a subdivision plan.

Assumption will only be considered for a subdivision or a portion thereof once seven (7) years have elapsed from the date of registration of the Subdivision Agreement, or when a minimum of seventy percent (70%) of the building lots and blocks fronting the street(s) to be assumed are built upon, whichever occurs first, unless other arrangements are made with and approved by the City.

In subdivisions that are primarily made up of blocks, assumption may be considered once surface asphalt has been placed and a period of one (1) year has passed since the installation of base asphalt, as specified in the agreement.

All works and services must be constructed per the approved plans, appropriate certification provided, and the Owner must demonstrate how all requirements of the subdivision agreement have been satisfied. **Section 19.3.4** provides specifics on the process to request and reach assumption.

#### 19.3.1.1.4 Warranty Period

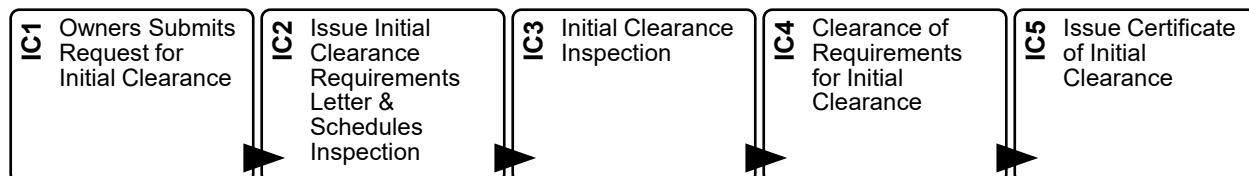
In accordance with the Subdivision Agreement, the Owner shall guarantee all works and services from defects in workmanship or material for a minimum period of one (1) year post-assumption. The Warranty Period starts from the date as described in the Assumption Certificate. At the end of the Warranty Period, any deficiencies subject to the warranty are to have been corrected to the satisfaction of the City. **Section 19.3.5** provides more details on warranty responsibilities and the process to reach End of Warranty.

### 19.3.1.2 Key Process Steps of Subdivision Compliance

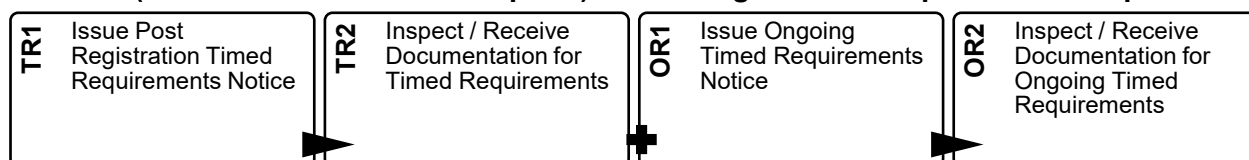
Figure 19.3 provides an overview of the key process steps for each stage of subdivision compliance.

**Figure 19.3 Overview of Subdivision Compliance Process**

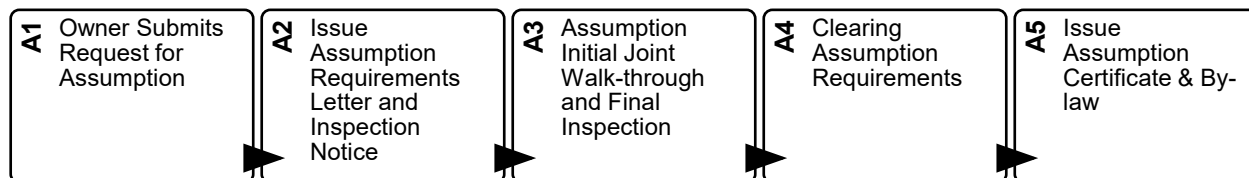
#### Initial Clearance Steps (IC):



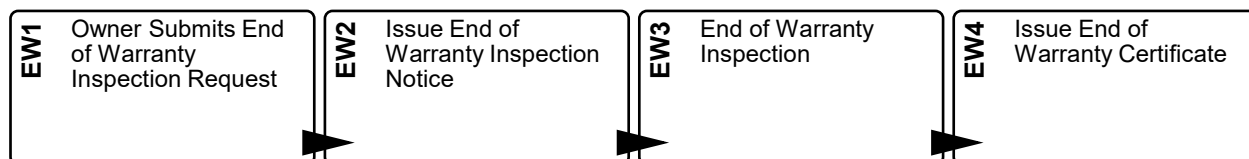
#### Buildout (Initial Clearance to Assumption) – Post Registration Requirements Steps:



#### Assumption Steps (A):



#### End of Warranty Steps (EW):



## **19.3.2 Initial Clearance**

A Certificate of Initial Clearance is issued when Planning and Development has confirmed that all requirements associated with Initial Clearance under the Subdivision Agreement have been satisfied and the minimum required physical works to support construction have been inspected and deemed operational for use. Release of the certificate provides confirmation to Building Services that full building permits may be issued.

### **19.3.2.1 Requirements for Initial Clearance**

#### **What is required for the Initial Clearance?**

All requirements for issuance of Certificate of Initial Clearance are outlined in the subdivision agreement. Upon receiving a request for Initial Clearance, City staff will provide the Owner an Initial Clearance Requirements letter that summarizes all requirements to be fulfilled prior to the issuance of Certificate of Initial Clearance with references to the associated clauses of the subdivision agreement.

The following list outlines the minimum requirements to be satisfied prior to Initial Clearance. Full building permits will not be issued until the following items have been cleared.

- a) The subdivision agreement must be registered
- b) All necessary securities must be provided
- c) All roads must be complete up to and including granular “B” to provide access for emergency vehicles
- d) Sewer infrastructure must be certified as constructed, flushed, tested and the video inspection cleared by the City
- e) Watermains must be inspected, tested, commissioned and deemed operational
- f) Complete updated design sheets based by the Owner’s Professional Engineer inspections, highlighting any construction deficiencies, including but not limited to those that negatively impact the capacity of the sewers within this Plan
- g) All required certifications must be submitted by the Owner’s Professional Engineer (i.e. hydrogeological, engineered fill, methane gas, contamination and erosion and sediment control measures)
- h) Any stormwater management facility must be cleared as constructed as per design and protected from sediment during build-out. This includes both SWM ponds, LID systems and any other SWM control
- i) All downstream services being connected must be initially cleared or assumed. If not assumed, an interim permission to connect must be obtained from the downstream owner; and

- j) Additional requirements identified in the subdivision agreement on a site-by-site basis, at the City's discretion

**Note:** Specific Initial Clearance requirements will be flagged in the requirements letter, and at the City's discretion such requirements may be deferred to a late time in the process.

### **At what point would a request for Initial Clearance be considered?**

Upon receiving a request for Initial Clearance from the Owner, Planning and Development staff will not issue the Initial Clearance Requirements letter or schedule the initial Clearance inspection until:

- The final subdivision agreement has been executed;
- Necessary securities have been provided; and
- The Owner's Professional Engineer has confirmed through the inspection request form that, in their opinion, all required works have been completed.

### **Staging Initial Clearance**

Owners may request Initial Clearance for the entire limits of the registered plan of subdivision or stage Initial Clearance for a portion of the plan. If a registered plan is staged, each stage of Initial Clearance must meet the staging requirements as specified in the subdivision agreement.

## **19.3.2.2 Process for Initial Clearance**

The process for Initial Clearance is illustrated in **Figure 19.3**, below is a description for each key process step.

### **IC1: Owners Submits Request for Initial Clearance**

Request for Initial Clearance can be made by completing the standard request form (**PD-IRF-01**; see **Section 19.8**) and submitting it to Planning and Development through [developmentinspections@london.ca](mailto:developmentinspections@london.ca). By submitting this form, the Owner's Professional Engineer is confirming the site is ready for Initial Clearance.

CCTV videos and regulatory testing results of the underground services shall be provided in conjunction with the Initial Clearance inspection request form. This provides the opportunity to review the videos and testing results prior to the physical inspection. Sewer infrastructure must be benched and have passed all regulatory testing at the time of video recording. The video submission shall include commentary and sign-off from the Owner's Professional Engineer.

### **IC2: Issue Initial Clearance Requirements Letter & Schedules Inspection**

The Initial Clearance Requirements letter provides the Owner with an itemized summary of all physical works and documentation requirements to be cleared prior to Initial Clearance.

Planning and Development coordinates with the Owner's Professional Engineer to schedule the Initial Clearance Inspection. At the same time, Planning and Development sends an inspection notice to any other City division that will assist in the inspection of physical works.

### **IC3: Initial Clearance Inspection**

The Initial Clearance Inspection is completed by the Development Inspections with the Owner's Professional Engineer. The hope is that with a well-prepared site, the physical work requirements can be cleared with the initial inspection. Alternatively, staff will provide the Owner's Professional Engineer with a summary of deficiencies. Deficiencies may also be provided by other divisions such as Water Operations. The Owner's Professional Engineer shall address all deficiencies prior to requesting a follow-up inspection.

### **IC4: Clearance of Requirements for Initial Clearance**

The Owner's Professional Engineer shall submit a complete Initial Clearance requirement package containing all required documentation and certifications together with a cover letter clearly referencing and responding to each item in the Initial Clearance Requirements Letter. Planning and Development will review the package and coordinate with the Owner's Professional Engineer to confirm as requirements are cleared and identify those requirements that remain outstanding. The Certificate of Initial Clearance can be issued once all items have been cleared.

### **IC5: Issue Certificate of Initial Clearance**

Planning and Development prepares and issues the Certificate of Initial Clearance for the entire registered Plan of Subdivision, or the specified limits of the stage. This certificate is provided to the Owner as well as Building Services to give notice that full building permits may be issued.

The certificate lists pertinent information related to lots or blocks within the approved limits such as identifying lots with engineered fill and agreement clauses related to specific lots. The certificate also lists post registration requirements that are to be completed within a specific time period.

## **19.3.2.3 External Works at Initial Clearance**

The expectation is that all external works identified in the subdivision agreement are completed by the time of the Initial Clearance inspection. Any works to be assumed as City infrastructure must follow the Acceptance of External Works process as described in **Section 19.6**, including the applicable warranty period. Acceptance of External Works will take place as part of the Initial Clearance process.

From time to time, the completion of external works may be deferred to a later date due to seasonal restrictions or other factors at the discretion of the City; however, all such works must be completed no later than the Assumption of the subdivision.

### 19.3.3 Buildout (Initial Clearance to Assumption)

The following section clarifies the agreement requirement process for subdivision developments during the period between Initial Clearance and Assumption.

#### 19.3.3.1 Post Registration Timed Requirements

Subdivisions Agreements often include requirements that must be completed within a specified timeframe, usually one (1) year from the Plan of Subdivision registration date. These items may installation of streetlights, walkways, fencing, preparation and delivery of educational packages, grading and sodding of park blocks, and any other item as indicated in the agreement.

Post Registration Timed Requirements will be defined within the subdivision agreement clauses. In many cases, installation of these items prior to the Initial Clearance could risk damage to infrastructure while deferring the works to assumption is not appropriate either. Planning and Development coordinates with Owners to ensure these works are completed at an appropriate time in accordance with the Subdivision Agreement. Post Registration Timed Requirements are listed in the Certificate of Initial Clearance as a reminder and a reference for the Owner.

The process for compliance of Post Registration Timed Requirements is illustrated in **Figure 19.3**, below is a description of each process step.

##### **TR1: Issue Post Registration Timed Requirements Notice**

Once the identified triggers for timed requirements have been met, Planning and Development will issue a formal Post-Registration Timed Requirements Notice. However, the Owner is expected to proactively fulfill these obligations as the triggers occur.

##### **TR2: Inspect / Receive Documentation for Timed Requirements**

Following the Post-Registration Timed Requirements Notice, the Owner shall notify the City once the timed requirement(s) have been completed. From time to time, an inspection may be required, and certain timed requirements may be satisfied through certification or other relevant documentation provided by the Owner's Professional Engineer.

#### 19.3.3.2 Ongoing Timed Requirements

In addition to timed requirements, Subdivision Agreements often include specific obligations that must be completed on a recurring basis. Most commonly, these include regular monitoring and maintenance reports for erosion and sediment control (ESC) measures, ecological components, stormwater features or facilities, and similar items, within the recurring timeframes specified in the agreement.

Planning and Development coordinates with Owners to ensure these obligations are fulfilled in a timely manner, in accordance with the Subdivision Agreement. Ongoing timed requirements are listed in the Certificate of Initial Clearance as both a reminder and a reference for the Owner.

The process for compliance of Ongoing Timed Requirements is illustrated in **Figure 19.3**, below is a description of each process step.

#### **OR1: Issue Ongoing Timed Requirements Notice**

Once the reoccurring triggers for these requirements have been met, Planning and Development will issue a notice to the Owner. However, the Owner is expected to proactively fulfill these obligations as the triggers occur.

#### **OR2: Inspect / Receive Documentation for Ongoing Timed Requirements**

Following the notice provided, the Owner shall notify the City once the ongoing timed requirement(s) have been completed. From time to time, an inspection may be required, and certain requirements may be satisfied through certification or other relevant documentation submitted by the Owner's Professional Engineer.

### **19.3.3.3 Subdivision Buildout Expectations**

The expectation is that the Owner makes all reasonable efforts to fulfill any timed requirements and maintain the subdivision during its buildout, as outlined in the Subdivision Agreement, in a manner consistent with City of London standards and specifications, and in general compliance with all applicable regulations.

Failure to address these timed requirements or any other obligations of the agreement in a reasonable and timely manner may result in the Owner being deemed non-compliant and placed in default, in accordance with the Security Policy.

For additional information and guidance on managing an unassumed subdivision during buildout, please refer to **Section 19.7**.

### **19.3.4 Assumption**

Assumption occurs when City Council passes a by-law to assume responsibility for the maintenance, repair and liability of works and services installed as part of a plan of subdivision. In order for Assumption to proceed, all works and services must be constructed in accordance with accepted plans, appropriate certification provided and the Owner must demonstrate how all requirements of the subdivision agreement have been satisfied.

### **19.3.4.1 Requirements for Assumption**

#### **What is required for Assumption?**

All requirements for Assumption are outlined in the Subdivision Agreement. Upon receiving a request for assumption, Planning and Development will provide the Owner with an assumption requirements letter that summarizes the conditions that must be fulfilled prior to the issuance of the Assumption Certificate with reference to the associated clauses of the Subdivision Agreement. The following list outlines the minimum requirements to be satisfied prior to assumption:

- a) All works, services, sewers, stormwater management features, and roads (i.e. physical works) have been constructed, inspected and accepted to be in general conformity with the accepted plans and specifications.
- b) All Blocks, if required, such as Walkways, Parkland/Open Spaces, and Stormwater Management (SWM) Facilities that have been dedicated to the City have been constructed, inspected and accepted to be in general conformity with the accepted plans and specifications
- c) All external works, if required, have been constructed, inspected and accepted to be in general conformity with the accepted plans and specifications
- d) Inspection and acceptance from all other relevant City divisions and agencies for their respective service areas
- e) All relevant certifications and supporting documents associated with the subdivision agreement and construction have been submitted and accepted; and
- f) Completion of any additional requirements identified in the subdivision agreement on a site-by-site basis, at the City's discretion

#### **At what point would a request for Assumption be considered?**

Upon receiving a request for Assumption, staff will not issue an Assumption Requirements Letter or schedule an inspection until the applicable triggers identified in the agreement have been satisfied, typically:

Seven (7) years have elapsed from the date of registration of the Subdivision Agreement, or a minimum of seventy percent (70%) of the building lots and blocks fronting the street(s) to be assumed are built upon, whichever occurs first.

In subdivisions primarily made up of blocks, assumption may be considered once surface asphalt has been placed and at least one (1) year has passed since the installation of base asphalt.

Additionally, the phase or stage to be assumed must be continuous and directly connected to existing assumed roads and services.

#### **Staging Assumption**

Owners may request assumption for the entire registered plan or stage assumption for a portion of the plan. Each stage of assumption must be continuous with downstream assumed infrastructure.

Subdivision Agreements may include specific “prior to Assumption” requirements, such as intersection lighting or other external road improvements that may not be directly linked to the stage for which assumption is requested. However, the City may require the completion of any outstanding requirements in conjunction with a given stage of assumption within a registered plan, as warranted. The Assumption Requirements Letter will identify the conditions that must be met for each stage.

**Note:** A partially constructed street within a stage will not be considered for assumption.

### **19.3.4.2 Process for Assumption**

The process for achieving Assumption is illustrated in **Figure 19.3**, below is a description for each key process step.

#### **A1: Owner Submits Request for Assumption**

Requests for Assumption can be made by completing the standard request form (**PD-IRF-01**; see **Section 19.8**) and submitting to Planning and Development through [developmentinspections@london.ca](mailto:developmentinspections@london.ca). By submitting this form, the Owner’s Professional Engineer is confirming the site is ready for an Assumption Initial Joint Walk-through or Final Inspection.

#### **A2: Issue Assumption Requirements Letter and Inspection Notice**

The Assumption Requirements Letter is issued to the Owner and provides an itemized summary of the requirements to be met prior to Assumption, referencing the associated clauses in the Subdivision Agreement.

Planning and Development notifies the applicable City divisions of the Assumption request and issues Inspection Notices for their respective service areas.

At the request of the Owner’s Professional Engineer, Planning and Development schedules an Assumption Initial Joint Walk-through or Final Inspection.

#### **A3: Assumption Initial Joint Walk-through and Final Inspection**

##### **Initial Joint Walk-through**

The initial Assumption Joint Walk-through provides an opportunity for Planning and Development staff and the Owner’s Professional Engineer to conduct a joint review of all physical works prior to the Final Inspection. At the time of the walk-through, all works and services must be complete, and the road must be constructed to base course asphalt. If Planning and Development staff arrive on site and determine that the subdivision is not ready, they reserve the right to terminate the walk-through.

The joint walk-through is intended to identify deficiencies that must be addressed prior to the final assumption inspection. Please note that the City's participation in the walk-through does not replace the obligation of the Owner's Professional Engineer to identify and communicate all deficiencies to the Owner. It remains the responsibility of the Engineer to ensure compliance with City and provincial standards, the Subdivision Agreement, and all other applicable requirements.

While the joint walk-through serves as a general review, it does not absolve the Owner's Professional Engineer of their duty to conduct a thorough assessment and provide a complete and accurate report of any deficiencies.

The requirement for a joint walk-through is optional and may be requested at the discretion of the Owner or their Professional Engineer.

### **Final Assumption Inspection**

The Owner's Professional Engineer may request the Final Assumption Inspection once all deficiencies whether identified during the joint walk-through or otherwise have been rectified and top coat asphalt has been placed. It is expected that, with a well-prepared site, the physical work requirements can be cleared on the first inspection. If not, Planning and Development staff will provide the Owner's Professional Engineer with a summary of deficiencies. Additional deficiencies may also be identified by other divisions, such as Water Operations. The Owner's Professional Engineer is responsible for addressing all deficiencies before requesting any follow-up inspections.

### **A4: Clearing Assumption Requirements**

The Owner's Professional Engineer shall submit a complete Assumption Requirements Package, including all required documentation, along with a cover letter that clearly references and responds to each item identified in the Assumption Requirements Letter.

Planning and Development will review the submission and coordinate with the Owner's Professional Engineer to confirm which requirements have been satisfied and to identify any outstanding items.

### **A5: Issue Assumption Certificate & By-law**

#### **Assumption Certificate**

Once all Assumption Requirements have been met, Planning and Development prepares the Assumption Certificate to be executed by an authorized Manager and the City Engineer. The executed Assumption Certificate is then circulated to the Owner, their Professional Engineer, and all pertinent City departments. The certificate specifies the one-year warranty period.

### **Assumption By-law**

The certificate is subsequently submitted to be placed on the next available Council agenda for approval. Upon passage, the subdivision will be issued an Assumption By-law.

In accordance with the subdivision agreement, the City shall not be deemed to have legally assumed any work or service until such assumption is evidenced by both an Assumption Certificate and the enactment of a specific by-law assuming said works.

#### **19.3.4.3 Assumption of Works Outside Right-of-Way**

In addition to the Assumption of works and services within the City right-of-way, Plans of Subdivision often include certain Blocks such as Walkways, Parkland/Open Spaces, and Stormwater Management (SWM) Facilities that are dedicated to the City upon registration of the Plan. These Blocks must also undergo an Assumption process.

While this process typically occurs as part of the overall Assumption of works and services, the Assumption of these Blocks may, from time to time, occur in advance either at the request of the Owner or the City.

The process for the Assumption of these Blocks is generally consistent with the process outlined in **Section 19.3.4.2** for the Assumption of works and services; however, an Assumption By-law is not required for works located outside the municipal right-of-way.

#### **19.3.4.4 Assumption Over Winter Months**

In general, the City will not issue Assumption Certificates between October 15<sup>th</sup> and April 30<sup>th</sup> once the winter maintenance protocols have been established for the upcoming winter season. Some accommodation after October 15<sup>th</sup> may be considered as weather and City operational constraints permit.

### **19.3.5 Warranty Period**

Following Assumption by the City, assumed infrastructure must complete the mandated one (1) year post-assumption Warranty Period as identified on the Assumption Certificate. During this period, the Owner remains responsible and liable for warranty defects related to materials or workmanship. The requirements for End of Warranty are described in the Subdivision Agreement.

### **19.3.5.1 Warranty Defects**

Warranty defects shall be considered deficiencies that reasonably should not have occurred given the age of the infrastructure and are not related to damage.

Examples of warranty defects may include but are not limited to the following:

- Heaved, sunken, or cracked curb and sidewalk
- Catastrophic failure or settlement of underground sewers
- Displacement or grade differential in manhole and catch basin lids
- Failure of private sanitary, storm and water services
- Major road surface defects
- Failure of stormwater controls to drain; or
- Other defects as determined through inspection

### **19.3.5.2 Requirements for End of Warranty**

End of Warranty is reached following the mandated one (1) year post-assumption warranty period. An End of Warranty Certificate will be issued upon successful completion of the warranty inspection and confirmation that any outstanding obligations of the Subdivision Agreement have been satisfied.

#### **What is required for End of Warranty?**

The following requirements must be met to clear the End of Warranty period:

- Obligatory one year warranty period has expired
- Warranty inspection completed and all warranty defects cleared
- If applicable, inspection and clearance from relevant City divisions for their respective service areas, such as Water Operations are required
- Street tree planting completed by the City and invoice paid by Owner
- All outstanding Final Lot Grading Certificates provided; and
- Confirmation that all remaining obligations of the Subdivision Agreement have been satisfied

### 19.3.5.3 Process for End of Warranty

The process for reaching End of Warranty is illustrated in **Figure 19.3**, below is a description of each key process step.

#### **EW1: Owner Submits End of Warranty Inspection Request**

The Owner's Professional Engineer submits an End of Warranty inspection request form (**PD-IRF-01**; see **Section 19.8**) to Planning and Development in anticipation of the warranty period expiry identified in the Assumption Certificate. The request for End of Warranty Inspection can be submitted up to 3 months prior to the warranty period expiry so the inspection can occur on or before the actual End of Warranty date.

The City will provide a reminder to Owner's approximately 2 months prior to the End of Warranty date. However, if no request is received, the City may notify the Owner and proceed with the warranty inspection regardless. The goal is to complete the warranty inspection as close to the expiry date as to accurately document any warranty defects present as of the one-year mark.

#### **EW2: Issue End of Warranty Inspection Notice**

City staff prepares an End of Warranty Inspection Notice confirming the inspection and identifying any outstanding agreement requirements or deficiencies carried over from assumption. The notice is sent to the Owner and any other City divisions that need to review post-assumption items or deficiencies.

#### **EW3: End of Warranty Inspection**

City staff complete the inspection together with the Owner's Professional Engineer and either provides clearance or advises the Owner of remaining deficiencies. Follow up inspections are coordinated as needed.

#### **EW4: Issue End of Warranty Certificate**

The Owner's Professional Engineer shall submit any outstanding certifications and documentation and confirm that all remaining Subdivision Agreement obligations have been satisfied. Once all requirements of the Subdivision Agreement have been met and the prescribed warranty period has lapsed, Planning and Development will issue the End of Warranty Certificate. Unless the Plan of Subdivision's Assumption was done in stages, the file will be considered closed at that time.

### 19.3.5.4 Addressing Deficiencies during the Warranty Period

During the one-year warranty period, the City assumes full responsibility for the operation and maintenance of all works and services within the City right-of-way (e.g., snow plowing of roads and sidewalks, boulevard maintenance, etc.). Any defects or damage caused by the City through regular maintenance shall be the City's responsibility. However, defects or deficiencies related to workmanship or materials remain the Owner's obligation to repair.

#### **19.3.5.5 Street Tree Planting**

The City will install all street trees in accordance with the Street Tree Planting Plan accepted prior to Assumption. Installation will occur within the first two planting seasons following Assumption. The City will invoice the Owner for this work based on the actual costs incurred, and payment must be received as a condition for the issuance of the End of Warranty Certificate.

#### **19.3.5.6 Warranty Over Winter Months**

Further to **Section 19.3.4.4**, from time to time, Assumption of a Plan of Subdivision may occur during the winter months at the discretion of the City. The scheduling of End of Warranty inspections by Planning and Development and other City divisions will proceed as weather and site conditions reasonably permit, regardless of the End of Warranty date identified on the Assumption Certificate.

### **19.4 Site Plan Development Agreement Compliance**

#### **19.4.1 Introduction to Site Plan Compliance**

The City of London utilizes the Site Plan Control By-law (C.P.-1455-541) to ensure functional and high quality developments are constructed throughout the City. At the time of site plan approval, a development agreement is registered on title with schedules including site plan and servicing drawings.

Compliance for site plans begin as soon as the development agreement is registered through to the final security release.

In accordance with the *Planning Act* and pursuant to the terms of the Development Agreement, the City of London is authorized to enter development lands to conduct inspections to confirm that site works comply with the registered Development Agreement, approved site plan drawings, and all applicable by-laws.

##### **19.4.1.1 Definition of Site Plan Compliance Stages**

Agreement Compliance for Site Plans can be described in the following stages:

#### 19.4.1.1.1 Site Plan Compliance Initiation

Upon approval of a Site Plan application (including drawings, agreement, and securities), Planning and Development staff initiate the Site Plan compliance process by creating and issuing the Site Plan Requirements Letter. This letter provides an itemized summary of the requirements to be met prior to Final Clearance of the Site Plan, referencing the relevant clauses in the Development Agreement.

**Section 19.4.2** offers more detail on the Site Plan Compliance Initiation process.

#### 19.4.1.1.2 Site Plan Buildout

Throughout the course of a Site Plan's buildout, the Owner is responsible for managing construction activities in a manner acceptable to the City and ensuring that all works are carried out in accordance with the approved plans, applicable policies, by-laws, and the provisions of the Development Agreement.

In addition, and in accordance with the Security Policy, Owners may request security reductions at specified milestones during the buildout stage.

**Section 19.4.3** provides further details regarding the Owner's compliance responsibilities during the buildout stage.

#### 19.4.1.1.3 Site Plan Final Clearance

In accordance with the provisions of the Development Agreement, upon confirmation of Substantial Completion by the City's Building Services, the Owner has nine (9) months to complete all outstanding works and fulfill all obligations under the Development Agreement. Where no building permit is required, the nine (9) month timeline begins from the date of the agreement.

The Owner may request a Final Site Plan Inspection once they believe that all required site works have been completed. Alternatively, if no inspection request is received within nine (9) months of Substantial Completion, the City may initiate the Final Site Plan Inspection.

Upon confirmation by Planning and Development that the site has been constructed in accordance with the approved Site Plan and that all obligations under the Development Agreement have been satisfied, the City will authorize the release of all remaining securities and formally close the file in accordance with the Security Policy.

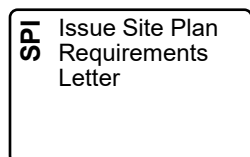
For additional details, refer to **Section 19.4.4**, which outlines the Site Plan Final Clearance process.

### 19.4.1.2 Key Process Steps for Site Plan Compliance

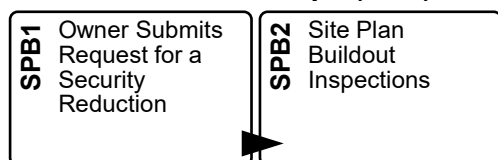
Following figure provides an overview of the key process steps for each stage of Site Plan agreement compliance.

**Figure 19.4 Overview of Site Plan Compliance Process**

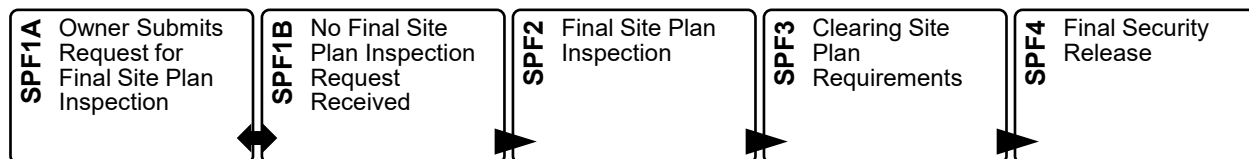
#### Site Plan Compliance Initiation (SPI):



#### Site Plan Buildout Steps (SPB):



#### Site Plan Final Clearance Steps (SPF):



## 19.4.2 Site Plan Compliance Initiation

Planning and Development initiates the compliance process for a Development Agreement once a Site Plan has been approved.

The process for Site Plan Compliance Initiation as illustrated in **Figure 19.4**, is noted below.

### **SPI: Issue Site Plan Requirements Letter**

Upon approval of a Site Plan, Planning and Development staff initiate the Site Plan compliance process by preparing and issuing a Site Plan Requirements Letter to the Owner and their representatives. This letter provides an itemized summary of the requirements that must be satisfied prior to the Final Clearance of the Site Plan. Each requirement is referenced to the applicable clauses in the Development.

## 19.4.3 Site Plan Buildout

The following sections provide guidance on the different compliance requirements and processes related to the Development Agreement during the buildout stage, between Site Plan Approval and Final Clearance of the Development Agreement.

### 19.4.3.1 Site Plan Buildout Inspections

The Security Policy allows for reductions in Development Agreement related securities during the buildout of a Site Plan development. These reductions are typically linked to key milestones in the progression of the Development Agreement. For detailed information on security reduction milestones, expectations, and requirements, please refer to the Security Policy and the applicable Development Agreement.

The process for requesting a security reduction and the subsequent Site Plan Buildout Inspection is illustrated in **Figure 19.4**. A description of each key process step is provided below.

#### **SPB1: Owner Submits Request for a Security Reduction**

Requests for a Development Agreement related security reduction may be submitted by the Owner's Professional Engineer by completing the standard inspection request form (**PD-IRF-01**; see **Section 19.8**), along with a Development Agreement Security Reduction Calculation Form (available in the Security Policy). Both forms must be submitted to Planning and Development through [developmentinspections@london.ca](mailto:developmentinspections@london.ca).

#### **SPB2: Site Plan Buildout Inspections**

Upon receipt of a security reduction request, Planning and Development will review the submitted documentation to confirm that the criteria for a security reduction have been met. If the submission is deemed complete, an inspection will be scheduled, with an invitation extended to the Owner and the Owner's Professional Engineer.

During the inspection, Planning and Development will assess the site to verify that the completed works align with the security reduction request submitted by the Owner's Professional Engineer. If deficiencies are identified in the works for which a reduction has been requested, the City may require updated reduction calculations from the Owner's Professional Engineer.

Security reductions will not be considered if any critical requirements, as identified in the Development Agreement, remain incomplete to the satisfaction of the City, or if the Owner has not maintained the development site in accordance with applicable City by-laws and the provisions of the Development Agreement.

Following the inspection, Planning and Development will issue a letter to the Owner outlining any identified deficiencies and either confirming the approved security reduction or establishing a date for a follow-up inspection.

#### **19.4.3.2 Site Plan External Works**

It is expected that all external works identified in the Development Agreement are completed prior to the occupancy of any building, unless otherwise specified in the agreement. Any works intended to be assumed as City infrastructure must follow the Acceptance of External Works process outlined in **Section 19.6**, including adherence to the applicable warranty period.

From time to time, the completion of external works may be deferred to a later date due to seasonal constraints or other factors, at the discretion of the City.

#### **19.4.3.3 Site Plan Timed Requirements**

Development Agreements may include specific requirements that must be completed within a defined timeframe or at designated intervals. These may include the completion of external works, installation of noise attenuation measures, ongoing monitoring and maintenance reports for erosion and sediment control (ESC) measures, or any other obligations identified in the agreement.

Planning and Development works in coordination with Owners to ensure these obligations are fulfilled in a timely manner, in accordance with the Development Agreement. Timed requirements are listed in the Site Plan Requirements Letter as both a reminder and a reference for the Owner.

#### **19.4.3.4 Site Plan Buildout Expectations**

It is expected that the Owner makes all reasonable efforts to fulfill the requirements of the Development Agreement and appropriately maintain the development site throughout the buildout period. This must be done in accordance with the agreement, in a manner consistent with the City of London's standards and specifications, and in general compliance with all applicable regulations.

Failure to address any obligation of the agreement in a reasonable and timely manner may result in the Owner being deemed non-compliant and placed in default, in accordance with the City's Security Policy.

For additional information and guidance on managing a development site during buildout, please refer to **Section 19.7**.

## 19.4.4 Site Plan Final Clearance

Upon confirmation of Substantial Completion by the City's Building Services, and once the Owner believes they have complied with all provisions of the Development Agreement, the Owner may initiate the Final Clearance process. In accordance with the Development Agreement, if the Owner does not request a Final Site Plan Inspection within nine (9) months of Substantial Completion, the City may initiate the Final Clearance process.

A Final Site Plan Inspection is scheduled and conducted by Planning and Development staff, who will review the site conditions against the approved Site Plan. The inspection assesses various elements, including but not limited to landscaping works, surfacing details, fencing, visual barriers, site lighting, garbage enclosures, fire route signage, and other site features shown on the approved plans or identified in the provisions of the Development Agreement.

In addition to the inspection, the Owner must confirm that all obligations under the Development Agreement have been fulfilled. Typical conditions include:

- Submission of all required certifications by the Owner's Professional Engineer (e.g., completion of works, grading, stormwater management, etc.)
- Submission of all supporting documentation associated with the Development Agreement
- Completion, inspection, and acceptance of all required external works, demonstrating general conformity with the accepted plans and specifications
- Fulfillment of any additional requirements identified in the Development Agreement, on a site-specific basis, at the City's discretion

All provisions of the agreement that must be satisfied for Final Clearance are outlined in the Site Plan Requirements Letter.

Once Planning and Development are satisfied that the site has been constructed in accordance with the approved Site Plan and that all obligations under the Development Agreement have been fulfilled, the City will authorize the release of all remaining securities and formally close the file, in accordance with the Security Policy.

#### **19.4.4.1 Process for Site Plan Final Clearance**

The process for the Final Clearance of a Site Plan Development Agreement is illustrated in **Figure 19.4**. A description of each key process step is provided below.

##### **SPF1A: Owner Submits Request for Final Site Plan Inspection**

Once Substantial Completion has been achieved the requests for a Final Site Plan Inspection may be submitted by the Owner's Professional Engineer by completing the standard inspection request form (**PD-IRF-01**; see **Section 19.8**), along with a Development Agreement Security Reduction Calculation Form (available in the Security Policy). Both forms must be submitted to Planning and Development through [developmentinspections@london.ca](mailto:developmentinspections@london.ca).

##### **SPF1B: No Final Site Plan Inspection Request Received**

If no inspection request is received within nine (9) months of Substantial Completion, the City may initiate a Final Site Plan Inspection. In this case, the Owner will be notified that the site is considered overdue for the final inspection and provided an anticipated inspection window.

##### **SPF2: Final Site Plan Inspection**

Planning and Development will schedule and conduct the inspection, extending an invitation to the Owner and the Owner's Professional Engineer. During the inspection, Planning and Development will assess the site to verify that the works have been completed in accordance with the Development Agreement.

It is expected that, with a well-prepared site, the physical work requirements can be cleared on the first inspection. If deficiencies are identified, Planning and Development staff will provide the Owner's Professional Engineer with a summary of the issues. Additional deficiencies may also be identified by other City divisions, such as Water Operations.

The Owner is responsible for addressing all deficiencies prior to requesting any follow-up inspections.

##### **SPF3: Clearing Site Plan Requirements**

The Owner and their Professional Engineer shall submit a complete Site Plan Requirements Package, including all required documentation, accompanied by a cover letter that clearly references and addresses each item identified in the Site Plan Requirements Letter.

Planning and Development will review the submission and coordinate with the Owner's Professional Engineer to confirm which requirements have been satisfied and to identify any outstanding items.

#### SPF4: Final Security Release

Once all requirements identified in the Development Agreement have been satisfied, a Security Release Letter will be prepared in accordance with the Security Policy, and the file will be considered closed.

## 19.5 Other Agreement and Application Compliance

### 19.5.1 Consent Agreement

Consent, as defined in the Ontario *Planning Act*, is the approval required to subdivide land without a Plan of Subdivision, typically to sever a lot into two or more parcels. Additional details are provided in **Section 19.1.2.3** and Section 53 of the *Planning Act*.

Upon approval, the Consent Authority may impose conditions as part of the provisional decision, including a requirement for the Owner to enter into a Consent Agreement with the City. This agreement may include reasonable conditions such as:

- Ensuring all existing works and services for both retained and severed parcels conform to current City standards, specifications, applicable by-laws, and any conditions of consent.
- Requiring all materials, construction methods, and workmanship to be inspected and certified by the Owner's Professional Engineer as meeting City standards.
- Confirming that any required works and services (surface or subsurface) within municipal limits are constructed per approved plans and City specifications.
- Minimizing negative impacts on adjacent properties and protecting public and private interests associated with the creation of new lots.
- Implementing stormwater drainage and erosion control measures to protect downstream properties, infrastructure, and natural features.

Once the Owner is satisfied that all conditions of their Consent Agreement have been reasonably fulfilled, they should contact Planning and Development to confirm that there are no outstanding compliance obligations.

### 19.5.2 Condominium Agreement

The process of registering a Plan of Condominium, as described in **Section 19.1.2.4**, is governed by the Condominium Act and the *Planning Act*. Through this process, the City may require applicants to satisfy reasonable conditions prior to final approval and registration.

If it is not feasible to meet all conditions within the required timeframe, the Owner may enter into a Condominium Agreement with the City to address outstanding draft plan approval conditions. This agreement may include reasonable conditions like those outlined above for Consent Agreements.

Once the Owner is satisfied that all conditions of the Condominium Agreement have been met, they should contact Planning and Development to confirm that no compliance obligations remain outstanding.

### **19.5.3 Site Alteration Permit & Agreement**

In accordance with the Site Alteration By-law (C.P.-1591-279), a Site Alteration Permit and, in some cases, a Site Alteration Agreement may be required when modifying the physical condition of a site. This includes activities such as the placement or dumping of fill, excavation, soil alteration, or grade changes.

Conditions may be imposed under the Permit or Agreement that the Owner must satisfy to remain in compliance with the By-law. For more information, please refer to the full Site Alteration By-law.

### **19.5.4 Other Planning Applications**

Planning applications may require compliance related processes as part of the associated planning approval, either prior to or outside of a formal agreement. These may include activities such as site grading, installation of municipal services (e.g., water, sanitary, and storm infrastructure), tree preservation or removal, erosion and sediment control measures, and submission of required certifications or documentation.

Such requirements may arise from Consent Conditions, Draft Plan of Subdivision or Condominium Conditions, or other planning approvals, including Part-Lot Control Exemptions, Work Approval Permits related to development, or Building Permits for Additional Residential Units.

Any compliance conditions or requirements will be identified through the applicable planning approval process, along with directions on how they must be satisfied.

## **19.6 External Works Compliance**

### **19.6.1 Introduction to External Works Compliance**

Works external to a site may be triggered by a development related planning application, such as a subdivision, site plan, consent, or other applicable approval. When required, the terms for compliance with these external works will be outlined in the associated agreement.

### 19.6.1.1 Definition of External Works

External works typically refer to approved works and services constructed by the Owner outside the boundaries of their property that will ultimately be assumed by the City and become part of the municipal infrastructure. In some cases, works located within a private site may also be considered "external" if they are intended to become part of the City's infrastructure through a municipal servicing easement.

Examples of external works may include:

- Extension of municipal watermain, sanitary or storm sewers to connect to the existing City infrastructure.
- Construction of public sidewalks, curbs, and boulevard restoration within the City right-of-way.
- Installation of road infrastructure, including turning lanes, medians, or traffic islands.
- Installation of traffic control infrastructure, such as traffic signals, pedestrian crossings, or street lighting.

### 19.6.1.2 City Involvement During Construction

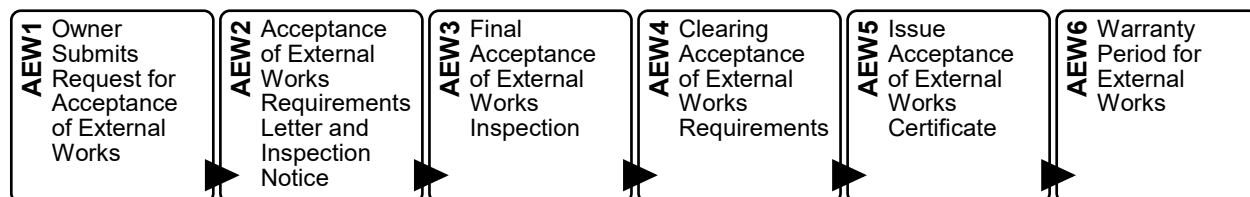
The City maintains an active role during the construction of external works, as these works will ultimately be assumed by the City and become part of its infrastructure. While the Owner's Professional Engineer remains fully responsible for contract administration and inspections, Planning and Development staff may participate in construction progress meetings, conduct general site visits, and respond to public complaints. They also act as a point of contact to clarify standards, coordinate with internal divisions, and monitor overall compliance. In the event of a public safety or operational risk, the City may intervene and, if necessary, carry out remedial work at the Owner's expense.

### 19.6.1.3 Key Process Steps for Acceptance of External Works

**Figure 19.5** provides an overview of the key process steps for each stage of external work compliance.

**Figure 19.5 Overview of External Works Compliance Process**

**Acceptance of External Works Steps (AEW):**



## 19.6.2 Acceptance of External Works

Once all external works identified in the associated agreement are complete, the Owner is eligible to initiate the Acceptance of External Works process. Like the assumption process described in **Section 19.3.4.2**, this step is required for the City to take on responsibility for the maintenance, repair, and liability of the works and services.

Through this process, once the Owner demonstrates that all external works and services have been constructed in accordance with the accepted plans and all requirements of the associated agreement have been satisfied, the Acceptance of External Works Certificate can be issued.

Any external works intended to be assumed as City infrastructure must go through the Acceptance of External Works process.

The process for achieving Acceptance of External Works is illustrated in **Figure 19.5**, below is a description for each key process step.

### **AEW1: Owner Submits Request for Acceptance of External Works**

Requests for Acceptance of External Works can be made by completing the standard request form (**PD-IRF-01**; see **Section 19.8**) and submitting to Planning and Development through [developmentinspections@london.ca](mailto:developmentinspections@london.ca). By submitting this form, the Owner's Professional Engineer is confirming the site is ready for a Final Acceptance of External Works Inspection.

### **AEW2: Acceptance of External Works Requirements Letter and Inspection Notice**

The Acceptance of External Works Requirements Letter is issued to the Owner and outlines an itemized summary of the requirements to be satisfied prior to acceptance, with references to the relevant clauses in the applicable agreement.

Planning and Development will notify the appropriate City divisions of the acceptance request and issue Inspection Notices for their respective service areas.

At the request of the Owner's Professional Engineer, Planning and Development will schedule a Final Acceptance of External Works Inspection.

### **AEW3: Final Acceptance of External Works Inspection**

When ready, the Owner's Professional Engineer may request the Final Acceptance of External Works Inspection. With a well-prepared site, it is expected that the physical work requirements can be cleared during the initial inspection. If deficiencies are identified, Planning and Development staff will provide a summary to the Owner's Professional Engineer. Additional deficiencies may also be identified by other City divisions, such as Water Operations. The Owner's Professional Engineer is responsible for addressing all deficiencies prior to requesting any follow-up inspections.

### **AEW4: Clearing Acceptance of External Works Requirements**

The Owner's Professional Engineer shall submit a complete External Works Acceptance Package, including all required documentation and certifications, along with a cover letter that clearly references and responds to each item outlined in the issued Requirements Letter.

Planning and Development will review the submission and coordinate with the Owner's Professional Engineer to confirm which requirements have been satisfied and identify any outstanding items.

### **AEW5: Issue Acceptance of External Works Certificate**

Once all requirements have been satisfied, Planning and Development will prepare and distribute the Acceptance of External Works Certificate. The executed certificate is circulated to the Owner, their Professional Engineer, and all relevant City departments, signifying the point at which the City assumes responsibility for the maintenance of new or modified municipal infrastructure. The certificate also specifies the start date of the one-year warranty period.

### **AEW6: Warranty Period for External Works**

Following the issuance of the Acceptance of External Works Certificate, the accepted works will remain under warranty for a period of one (1) year, as specified in the Security Policy and the applicable agreement. During this warranty period, the Owner remains responsible and liable for any defects resulting from poor materials or workmanship. Refer to **Section 19.3.5.1** for examples of common warranty defects.

The End of Warranty requirements and process for external works closely parallel those outlined in the Subdivision Agreement process. For further details, refer to **Section 19.3.5.3**.

## 19.7 Site Management

During the construction and buildout of a development, the Owner is responsible for maintaining the site and for reasonably protecting the interests of new homeowners, surrounding residents, and the public from potential construction-related impacts. This responsibility includes maintaining both the development site and any affected City rights-of-way.

Throughout the buildout period, the Owner must maintain the site in a manner that is acceptable to the City and ensure that all works are in conformity with the approved plans, policies, by-laws and development agreement provisions, including but not limited to:

- Keeping vacant lands free of debris and building waste
- No dumping on lands dedicated to the City
- Carrying out weed cutting maintenance
- Controlling construction traffic
- Maintaining, monitoring and adapting erosion and sediment controls measures
- Manage surface drainage and grading
- Managing construction noise within acceptable limits
- Repairing streetlight outages
- Snow removal maintenance
- Controlling dust and mud on leaving the site

### 19.7.1 Complaint Response During Buildout

Planning and Development staff respond to maintenance and deficiency issues on a complaint-driven basis. Complaints may originate from a variety of sources, including direct calls from residents, the Councillor's office, City Dispatch, or other City divisions. Common issues include:

- Lot grading and drainage concerns
- Streetlight outages
- Road conditions and maintenance (e.g., snow plowing or street sweeping)
- Excessive weeds
- Waste building materials
- Construction-related traffic, noise, dust, or mud

These issues are brought to the Owner's attention and are to be resolved in a timely manner, at the Owner's cost.

Upon receiving a complaint, Planning and Development staff will first confirm the relevant development application and its status. If needed, staff will visit the site to assess the issue firsthand. The Owner will then be notified, and appropriate remedies will be discussed based on whether the concern is classified as a maintenance issue, a non-urgent deficiency, or an urgent deficiency in accordance with the Security Policy.

Owners are required to resolve complaints promptly and must confirm with Planning and Development once an issue has been addressed.

## **19.7.2 By-Law Enforcement**

All by-laws remain in full effect throughout every stage of a development. Owners and, by extension, their contractors are required to comply with all applicable by-laws, including those related to noise, dust, property standards, site alteration, erosion control, and road use. The status of a development does not exempt any party from enforcement, and the City may take appropriate action to ensure compliance. This approach helps protect public interests, existing infrastructure, and surrounding communities, while supporting orderly and responsible development.

### **By-Law Enforcement prior to Assumption**

For subdivision agreements the responsibility for responding to certain by-law infractions resides with the Owner prior to assumption while other infractions are managed by municipal by-law enforcement. In general, by-law compliance during buildout is dealt with on a complaint driven basis.

Municipal by-law enforcement prior to assumption typically pertains to prohibited activities, such as:

- Noise Complaint
- Parking infraction
- Property Standards

By-law infractions that pertain to construction activity are monitored by Planning and Development similar to maintenance deficiencies. Owners and, by extension, builders, trades, contractors and subcontractors, are to follow applicable By-Laws and Council Policies as they pertain to:

- Street Cleaning
- Construction/working outside of allowable hours
- Construction Traffic

Should lack of compliance persist, Planning and Development can engage municipal by-law enforcement to further pursue the matter with the Owner.

Per the Subdivision Agreement, the Owner is responsible to maintain all rights-of-way in compliance with applicable City By-Laws prior to the time of assumption. These items typically apply to physical works within the municipal right-of-way, for example:

- Driveway Widths
- Boulevard landscaping
- Boulevard obstructions
- Drainage By-law Infractions
- Stormwater management features

The onus is on the Owner to educate the builders and homeowners of applicable by-laws and work with them to correct by-law infractions. At the time of assumption, all municipal rights-of way are to be in compliance with City By-Laws.

The City of London's Encroachment Policy serves as a resource for addressing encroachments placed by a property owner onto streets or road allowances. This includes any aerial, surface, or subsurface encroachments.

Recognizing there are multiple parties involved in correcting these physical deficiencies, if at the time of assumption the Owner can demonstrate that all reasonable efforts have been exhausted to work with builders and homeowners to bring the streets or road allowances into compliance; the City may consider a small allowance for limited minor deficiencies to pass assumptions to be further pursued by municipal by-law enforcement following assumption.

## **19.8 Compliance Forms**



PD-IRF-01

# Development Compliance Inspection Request Form

## General Information

Associated Municipal Address: \_\_\_\_\_

Owner's Contact Information: \_\_\_\_\_

Engineer's Contact Information: \_\_\_\_\_

File Number (39T, 33M, etc.): \_\_\_\_\_

## Inspection Information

**Agreement and  
Inspection Type**

- ☐ **Subdivision:**
- ☐ Initial Clearance
  - ☐ Assumption: Joint Walk-through
  - ☐ Assumption: Final Inspection
  - ☐ End of Warranty
  - ☐ External Works

☐ **Development/Site Plan:**

- ☐ Buildout Inspection
- ☐ Final Inspection
- ☐ External Works

☐ **Other:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Inspection Staged**

- ☐ No  
☐ Yes

If **Yes**, provide Description of Staging: \_\_\_\_\_

## Inspection Limit and/or Notes:

*For limits of inspection associated to assumed or unassumed municipal infrastructure, list all streets with "to" and "from" limits or note "all", if applicable. Include required works and services related to municipal infrastructure. Clearly identify any external works or municipal blocks included in the inspection.*

Request By: \_\_\_\_\_

Date: \_\_\_\_\_

*\* By submitting an inspection request form, the Owner and their Professional Engineer confirm that, in their professional opinion, site conditions have been evaluated and are ready for inspection.*

Completed forms to be submitted to Planning and Development by email to: [developmentinspections@london.ca](mailto:developmentinspections@london.ca)