



**Notice of Decision
Draft Plan of Subdivision Approval**

With Respect to Draft Plan of Subdivision **S-S-2021-02**
Subsections 51(31) and 51(37) of the *Planning Act*

File Number: S-S-2021-02	Date of Decision: June 23, 2025
Related Applications: Z-2021-07 & SP-2023-01 & C-S-2025-01	Date of Notice: June 27, 2025
Applicant: 268499 Ontario Ltd (c/o D. Brand)	Last Day of Appeal: July 17, 2025
Location: 15762 Old Simcoe Road & Blocks 196-197, Plan 40M-2250	Draft Approval Date: July 18, 2025

The Council of the Corporation of the Township of Scugog has decided to approve the above-noted draft plan of subdivision, subject to conditions listed in Attachment 2. These conditions must be fulfilled prior to the final approval of the plan.

Appeal to Tribunal – Draft Plan of Subdivision

When and How to File an Appeal

An appeal of the Draft Plan of Subdivision must be received no later than **July 17, 2025**. The Minister or any specified person noted below may within twenty (20) days after making of the decision appeal to the Ontario Land Tribunal (OLT) against the decision of Council. Notice to appeal the decision to the Ontario Land Tribunal must:

- i) Be filed through the OLT e-file service at <https://olt.gov.on.ca/file-an-appeal/>;
- ii) Be filed with the Township Clerk at the following address:

Blair Labelle, Clerk
Township of Scugog
181 Perry Street
P.O. Box 780
Port Perry, ON L9L 1A7
clerks@scugog.ca

- iii) Set out the reasons for the appeal; and,
- iv) Be accompanied by the fee payable to the Minister of Finance, as required by the Ontario Land Tribunal.

Information about the Ontario Land Tribunal and rights of appeal can be found on their website at: <https://olt.gov.on.ca/>

Who can File a Notice of Appeal for the Draft Plan of Subdivision

The following parties may file a notice of appeal to appeal the decision, the lapsing provision, or any of the conditions:

- The applicant;
- A public body that, before the approval authority made its decision, made oral submissions at a public meeting or written submissions to the approval authority;
- A specified person who, before the approval authority made its decision, made oral submissions at a public meeting or written submissions to the approval authority;
- The Minister;
- The municipality in which the subject land is located, or the planning board in whose planning area it is located; and,
- If the land is not located in a municipality or in the planning area of a planning board, any person or public body.

No person or public body shall be added as a party to the hearing of the appeal of the decision of the approval authority, including the lapsing provisions or the conditions, unless the person or public body, before the decision of the approval authority, made oral submissions at a public meeting or written submissions to the council, or made a written request to be notified of changes to the conditions or, in the Ontario Land Tribunal's opinion, there are reasonable grounds to add the person or public body as a party.

How to Receive Notice of Changed Conditions

The conditions of the approval of a draft plan of subdivision may be changed at any time before the final approval is given. You will be entitled to receive notice of any changes to the conditions of draft approval of a plan of subdivision if you have made a written request to be notified of changes to the conditions of approval of the draft plan of subdivision.

No notice of changes to the conditions of the approval of a draft plan of subdivision is required by the Township of Scugog if, in the opinion of the Township, the change to the conditions is minor.

Effect of Public Input

Council had regard for all public input received through written and/or oral submissions prior to their decision.

When the Application is Deemed Draft Approved

If the Township did not receive a notice of appeal in respect of the decision within twenty (20) days of the giving of notice, the application is deemed draft approved on the day after the last day of appeal (**July 18, 2025**).

Lapse of Approval

If the application is deemed draft approved, the Owner must satisfy all conditions of draft approval within three (3) years of the date of the draft approval, or the approval may be withdrawn by the Township of Scugog, unless an extension is granted.

Access to Additional Information

Additional information about the applications is available for public inspection by contacting the Township of Scugog's Planning Department at planning@scugog.ca.

Dated at the Township of Scugog this 27th day of June 2025.

Blair Labelle, Clerk
Township of Scugog
181 Perry Street, Box 780
Port Perry, Ontario L9L 1A7
905-985-7346
Email: clerks@scugog.ca

Attachments:

1. Decision
2. Conditions of Draft Approval
3. Location Map
4. Draft Plan of Subdivision

Decision
Draft Plan of Subdivision Approval

With Respect to Draft Plan of Subdivision **S-S-2021-02**
Subsections 51(31) and 51(37) of the *Planning Act*

Related Files: Z-2021-07 & SP-2023-01 & C-S-2025-01

The Council of the Corporation of the Township of Scugog has decided to approve the subject application.

Statement of Conformity

This application is consistent with the Provincial Policy Statement and conforms to the Growth Plan for the Greater Golden Horseshoe, the Greenbelt Plan, the Durham Regional Official Plan (Envision Durham) and the Township of Scugog Official Plan.

Decision

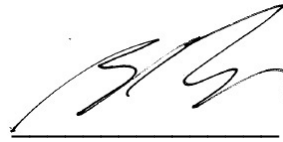
The Council of the Township of Scugog has decided to grant draft approval to draft approved plan of subdivision S-S-2021-02 in the Township of Scugog, subject to the conditions attached.

If the Clerk does not receive a notice of appeal regarding Council's decision within twenty (20) days of the last day of giving notice, the application is deemed draft approved on the day after the last day of appeal.

Lapse of Approval

If the application is deemed draft approved, the Owner must satisfy all conditions of draft approval within three (3) years of the date of the draft approval, or the approval may be withdrawn by the Township of Scugog, unless an extension is granted.

June 27, 2025
Date


Blair Labelle, Clerk

Conditions of Draft Approval of Plan of Subdivision S-S-2021-02

Township of Scugog

1. The Owner shall prepare the final plan on the basis of the approved draft plan of subdivision, prepared by GHD Inc, identified as Drawing Number 11228988, dated October 2021, which illustrates one (1) medium density block, one (1) Part Lot Block, two (2) road widening blocks, and one (1) 0.3m reserve block.
2. The Owner shall dedicate a road widening of 3.86 metres adjacent to Old Simcoe Road as a public highway (Block 3) on the final plan, and a 2.56 metre road widening adjacent to Chimney Hill Way as a public highway (Block 4) on the final plan. The Owner shall also dedicate a 10 metre by 5 metre daylighting triangle as shown on the draft plan to the Township.
3. Any dead ends or open sides of road allowances created by the subdivision plan shall be terminated in 0.3 metre reserves, to be conveyed to the Township of Scugog without monetary consideration and free of all encumbrances, to be held by the Township until required for future road allowances or development of adjacent lands.
4. The Owner is required to submit a draft plan conditions matrix outlining how each of the conditions have been addressed.
5. Prior to final approval of the draft plan, the appropriate zoning shall be in place to the satisfaction of the Township of Scugog.
6. All plans and reports must be stamped and signed by a Professional Engineer and shall include a detailed cost estimate for the site works.
7. Prior to the Township of Scugog recommending release of the Plan for registration, the Owner shall provide to the Township, in a form satisfactory to the Township of Scugog, a copy of the draft M-Plan, Reference Plans related to applicable easements and certification by an Ontario Land Surveyor that all lots within the draft plan fully comply with the provisions of the Township of Scugog's Zoning By-law(s) applicable to the subject lands.
8. The Owner shall agree in the subdivision or pre-servicing agreement(s) to convey to the Township of Scugog any easements that are required for access and maintenance to municipal services or for drainage purposes.

Development of Part Lot Block 2

9. The Owner shall agree in the subdivision agreement that Part Lot Block 2 within the draft plan of subdivision is independently unsuitable for residential development. The Owner further agrees to ensure that the Part Block is developed in conjunction with the abutting lands in accordance with the approved Zoning By-law for the development of a single detached dwelling. Furthermore, the Owner agrees to register on title of the Part Block a restriction that indicates that no building permits shall be issued nor requested from the Township until such time as the Part Block as shown on the draft plan of subdivision, is merged with the respective associated adjacent parts blocks, being Blocks 196 and 197 on Plan 40M-2250, in accordance with the *Planning Act*.

Streets and Utilities

10. The Owner shall agree in the subdivision and/or pre-servicing agreement(s) to prepare street lighting plan within the road allowance that details the lighting fixtures, poles and lighting temperatures in accordance with the Township of Scugog's standards and that corresponds with the streetscaping plan to the satisfaction of the Township of Scugog. Street lighting shall utilize energy efficient, full cut-off features.
11. The Owner shall agree in the subdivision and/or pre-servicing agreement(s) that the development will be pre-serviced with appropriate infrastructure by a third party or the provision of conduit for the installation of future high speed internet using fibre optic cable to all dwelling units. In the event that there is no fibre optic cable provided by a third party at the time of construction, then the Owner shall ensure that an additional conduit is provided.
12. The Owner shall demonstrate, to the satisfaction of the Township of Scugog, that sufficient alternative communication/telecommunication facilities are available with the proposed development to enable, at a minimum, the effective delivery of communication/telecommunication service for emergency management services (i.e. 911, emergency service).
13. Prior to final approval, the Owner agrees to prepare a composite utility plan that allows for safe installation of all utilities, including required separation between utilities. The composite utility plan shall be reviewed and approved by all applicable utility providers, to the satisfaction of the Township of Scugog.

Financial Obligations

14. At the time of execution of the Subdivision Agreement, all associated fees, taxes, Performance Guarantees and Cash-in-Lieu payments must be paid.
15. The Owner shall enter into a Subdivision Agreement with the Township of Scugog to satisfy all requirements, financial and otherwise, of the Township of Scugog. This shall include, among other matters, the execution of a subdivision agreement between the Owner and the Township of Scugog concerning the provision and installation of roads, services, drainage and other local services.

Parkland Dedication

16. The Owner shall provide a cash-in-lieu of parkland contribution in accordance with the requirements of the Township of Scugog.

Archaeological Remains

17. The Owner agrees to stop work immediately and contact the appropriate authorities, including the Township of Scugog should any deeply buried archaeological or human remains be encountered during construction.

Construction Management Plan and Access

18. Prior to any site alteration, the Owner agrees to prepare and provide a Construction Management Plan including, but not limited to, dust & noise control, vibration monitoring, road cleaning, a fill management plan and complaint response & resolutions, to the satisfaction of the Township of Scugog.
19. The Owner shall agree in the subdivision and/or pre-servicing agreement(s) that construction access shall be provided only in a location approved by the Township of Scugog and, if applicable, the Region of Durham. Construction access will be approved by the Township of Scugog as part of the Construction Management Plan. Prior to site grading or construction, arrangements shall be made satisfactory to the Township and the Region, if applicable, for construction access to minimize the impact of construction traffic within the surrounding neighbourhoods.

Stormwater Management

20. Prior to any site alteration, construction or final approval of the Plan, the Owner shall provide the following detailed design items pertaining to stormwater management. These shall be prepared by a qualified Professional Engineer in

accordance with the applicable standards and guidelines to the satisfaction of the Township of Scugog and Kawartha Conservation Authority:

- a) A copy of the approved detailed engineering report on the existing condition of the Sherrington Drive stormwater management pond which demonstrates that this development can be accommodated within that pond;
- b) A detailed design submission of the proposed stormwater management system improvements showing major system flows including surface water elevations together with the designed roadway corridor of the development, upgraded capacity calculation and quality control treatment calculations;
- c) A complete drainage design plan including lot grading and drainage plans;
- d) A Low Impact Design brief, including sizing calculations, type of systems, and an operation and maintenance manual;
- e) A Sediment and Erosion Control Plan. The Plan should detail the measures that will be implemented before, during and after construction to minimize soil erosion and sedimentation. A Sediment and Erosion Control Plan. The Plan should detailed the measures that will be implemented before, during and after construction to minimize soil erosion and sedimentation. To reduce potential post construction slope failures and/or erosion effects, the Sediment and Erosion Control Plan should also include measures for re-vegetation of disturbed soils immediately following site disturbance;
- f) The Owner shall agree to construct and install all erosion and siltation control devices prior to the commencement of any building construction or the stripping of any soil on any lot. Erosion and siltation control devices shall be installed in accordance with Plans approved by the Township of Scugog;
- g) The Owner agrees to inspect and repair such control devices at the end of each day to ensure that such devices remain in good repair during the construction period, to the satisfaction of the Township of Scugog.

Health and Safety

21. The Owner agrees to complete perimeter fencing along all property lines in consultation with the abutting property owners. Fencing shall be in place prior to any open foundations/excavations being present. The Owner shall also agree to

post signage warning persons of the dangers existing on site when any open foundations/excavations are present.

Fill Management

22. The Owner shall complete a Fill Management Plan to the satisfaction of the Township of Scugog. Detailed calculations of the amount of fill being removed from the lands, the amount of fill being placed on the lands and how fill quality will be monitored according to all applicable regulations. Without limiting the foregoing, the Fill Management Plan shall include a detailed description of the management of traffic associated with the fill placement and removal, including the frequency and duration of fill activities on the lands, and the proposed means by which the impact of traffic related to fill placement and removal will be managed to minimize impacts on the neighbouring properties and roadways. The Owner agrees to carry out the recommendations of the approved Fill Management Plan throughout the period of construction, to the satisfaction of the Township of Scugog.
23. The Owner shall agree in the subdivision or pre-servicing agreement(s) that all stockpiles and lots or blocks to be left vacant for longer than a specified length of time shall be graded, seeded and maintained to the satisfaction of the Township of Scugog.

Regional Municipality of Durham

24. The Owner shall name road allowances included in this draft plan to the satisfaction of the Regional Municipality of Durham and the Township of Scugog.
25. The Owner shall submit plans showing the proposed phasing to the Regional Municipality of Durham for review and approval, if this subdivision is to be developed by more than one registration.
26. The Owner shall grant to the Region, any easements required to provide Regional services for this development and these easements shall be in locations and of such widths as determined by the Region.
27. The Owner shall provide for the extension of such sanitary sewer and water supply facilities which are external to, as well as within the limits of this plan that are required to service this plan. In addition, the Owner shall provide for the extension of sanitary sewer and water supply facilities within the limits of the plan which are required to service other developments external to this subdivision. Such sanitary sewer and water supply facilities are to be designed and

constructed according to the standards and requirements of the Regional Municipality of Durham and the Township of Scugog. All arrangements, financial and otherwise for said extensions are to be made to the satisfaction of the Regional Municipality of Durham and are to be completed prior to final approval of this Plan.

28. Prior to entering into a subdivision agreement, the Region and the Township of Scugog shall be satisfied that adequate water pollution control plant and water supply plant capacities are available for the proposed subdivision.
29. The Owner shall satisfy all requirements, financial and otherwise, of the Regional Municipality of Durham. This shall include among other matters, the execution of a Subdivision Agreement between the Subdivider and the Region concerning the provision and installation of sanitary sewers, water supply, roads and other Regional services.

Canada Post

30. The developer will consult with Canada Post to determine suitable permanent locations for the Community Mail Boxes or Lock box Assemblies (Mail Room). The developer will then indicate these locations on the appropriate servicing plans.
31. The developer agrees, prior to offering any units for sale, to display a map on the wall of the sales office in a place readily accessible to potential homeowners that indicates the location of all Community Mail Boxes or Lock Box Assemblies (Mail Room)., within the development, as approved by Canada Post.
32. The owner/developer will be responsible for officially notifying the purchasers of the exact Community Mailbox locations prior to the closing of any home sales with specific clauses in the Purchase offer, on which the homeowners do a sign off.
33. The Builder/Owner/Developer will confirm to Canada Post that the final secured permanent locations for the Community Mailboxes will not be in conflict with any other utility; including hydro transformers, bell pedestals, cable pedestals, flush to grade communication vaults, landscaping enhancements (tree planting) and bus pads.
34. The developer agrees to include in all offers of purchase and sale a statement which advises the purchaser that mail will be delivered via Community Mail Boxes or Lock Box Assemblies (Mail Room). The developer also agrees to note the locations of all Community Mail Boxes or Lock Box Assemblies (Mail

Room)., within the development, and to notify affected homeowners of any established easements granted to Canada Post to permit access to the Community Mail Boxes or Lock Box Assemblies (Mail Room).

35. The owner/developer will agree to prepare and maintain an area of compacted gravel to Canada Post's specifications to serve as a temporary Community Mailbox location. This location will be in a safe area away from construction activity in order that Community Mailboxes may be installed to service addresses that have occupied prior to the pouring of the permanent mailbox pads. This area will be required to be prepared a minimum of 30 days prior to the date of first occupancy.
36. The owner/developer will install concrete pads at each of the Community Mailbox locations as well as any required walkways across the boulevard and any required curb depressions for wheelchair access as per Canada Post's concrete pad specification drawings.
37. The developer agrees to provide the following for each Community Mail Boxes or Lock Box Assemblies, and to include these requirements on the appropriate servicing plans: (if applicable)
 - Any required walkway across the boulevard, per municipal standards
 - If applicable, any required curb depression for wheelchair access, with an opening of at least two meters (consult Canada Post for detailed specifications).

Enbridge Gas

38. The applicant shall contact Enbridge Gas Inc.'s Customer Connections Department by emailing AreaPlanning40@Enbridge.com to determine gas availability, service and meter installation details and to ensure all gas piping is installed prior to commencement of site landscaping (including, but not limited to: tree planting, Silva cells, and/or soil trenches) and/or asphalt paving.
39. If the gas main needs to be relocated as a result of changes in the alignment or grade of the future road allowances or for temporary gas pipe installations pertaining to phased construction, all costs are the responsibility of the applicant.
40. In the event that easement(s) are required to service this development, and any future adjacent developments, the applicant will provide the easement(s) to Enbridge Gas Inc. at no cost.

Rogers Communication

41. The Owner shall agree in the Subdivision Agreement to (a) permit all CRTC-licenses telecommunication companies intending to service the Subdivision (the “Communications Service Providers”) to install their facilities within the Subdivision, and (b) provide joint trenches for such purpose.
42. The Owner shall agree in the Subdivision Agreement to grant, at its own cost, all easements required by the Communications Service Providers to serve the Subdivision, and will cause the registration of all such easements on title to the property.
43. The Owner shall agree in the Subdivision Agreement to coordinate construction activities with the Communications Service Providers and other utilities, and prepare an overall composite utility plan that shows the locations of all utility infrastructure for the Subdivision, as well as the timing and phasing of installation.
44. The Owner shall agree in the Subdivision Agreement that, if the Owner requires an existing Rogers facilities to be relocated, the Owner shall be responsible for the relocation of such facilities and provide where applicable, an easement to Rogers to accommodate the relocated facilities.

Bell Canada

45. The Owner acknowledges and agrees to convey any easement(s) as deemed necessary by Bell Canada to service this new development. The Owner further agrees and acknowledges to convey such easements at no cost to Bell Canada.
46. The Owner agrees that should any conflict arise with existing Bell Canada facilities where a current and valid easement exists within the subject area, the Owner shall be responsible for the relocation of any such facilities or easements at their own cost.

NOTES TO DRAFT APPROVAL

1. As the Owner of the proposed subdivision, it is your responsibility to satisfy all conditions of draft approval in an expeditious manner. The conditions of draft approval will be reviewed periodically and may be amended at any time prior to final approval. This draft approval shall lapse within three (3) years of the date of the draft approval, unless an extension is granted.

2. The Township of Scugog reserves the right to modify, or 'redline', at its discretion the draft plan and/or conditions of draft plan approval prior to final approval based on an evaluation by the Township and relevant agencies of detailed engineering plans, reports, or other applicable documentation, and may impose special conditions in the Subdivision Agreement that it deems reasonable in accordance with the *Planning Act*, R.S.O. 1990, c.P. 13, as amended.
3. The policies of the Durham Regional Official Plan provide that draft approval of a plan of subdivision may be withdrawn and servicing capacity reassigned to other areas within the Township of Scugog in the event a plan of subdivision is not registered within three (3) years of draft approval.
4. The Developer must review the Township of Scugog Design Criteria and Standard Detail Drawings for further requirements. All document and reports must be circulated to the Region of Durham and local utilities for their review and comment through the Township's Planning Department.
5. All plans of subdivision must be registered in the Land Titles system within the Region of Durham.
6. Where agencies' requirements are required to be included in the local municipal subdivision agreement, a copy of the agreement should be sent to the agencies in order to facilitate their clearance of conditions for final approval of this plan. The addresses of these agencies are:

Regional Municipality of Durham
P.O. Box 623
605 Rossland Road East
4th Floor
Whitby, ON, L1N 6A3
Canada Post Corporation
1860 Midland Avenue
2nd Floor
Scarborough, ON, M1P 5A1

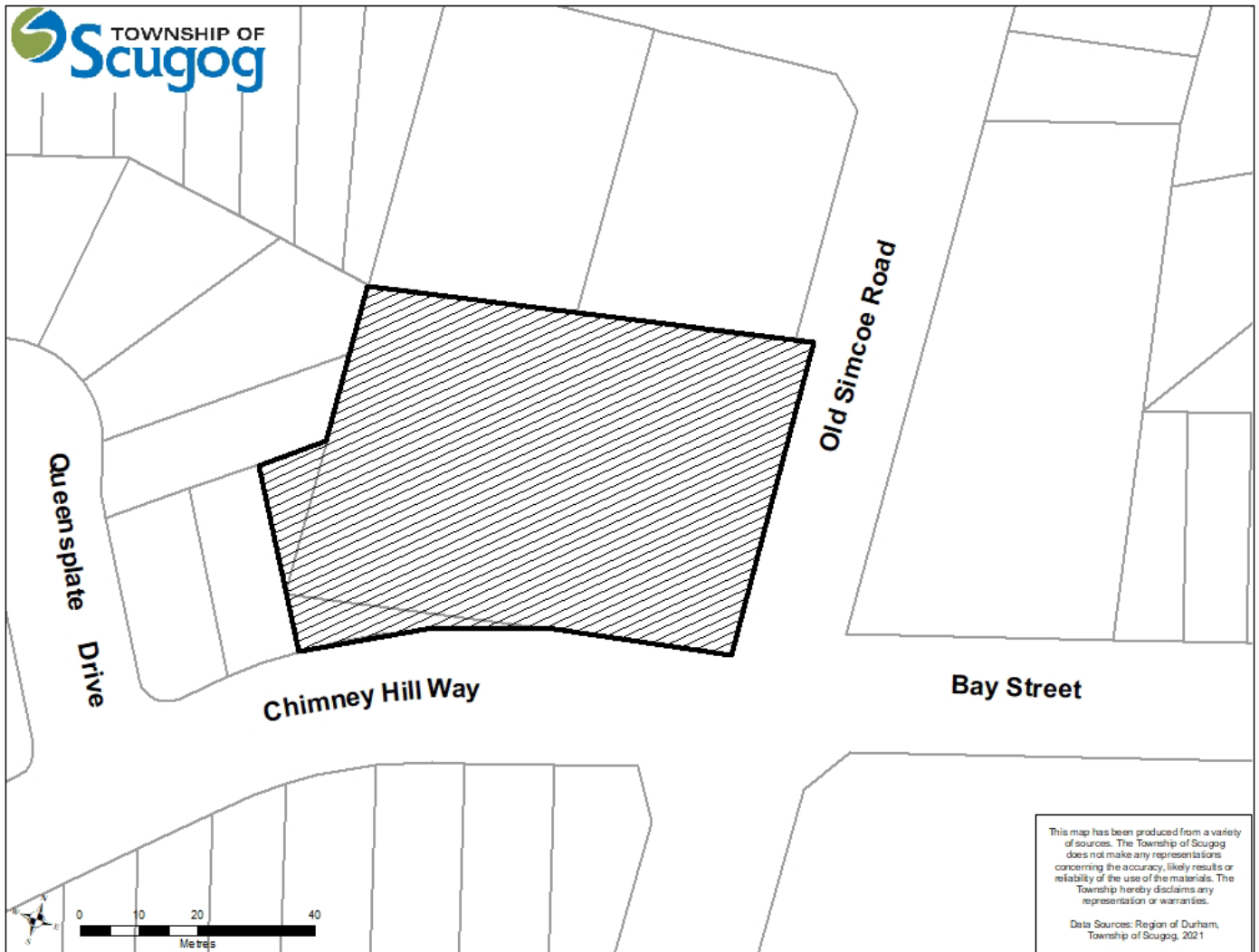
Enbridge Gas Distribution Inc.
P.O. Box 650
500 Consumers Road
Scarborough, ON, M1K 5E3

Rogers Communications
301 Marwood Avenue
Oshawa, ON, L1H 1J4

Bell Canada
100 Borough Drive
Scarborough, ON, M1P 4W2

7. Prior to final approval of this plan for registration, the Township of Scugog shall be advised in writing by:
 - a. Regional Municipality of Durham, how Conditions 1 and 24 – 29 have been satisfied;
 - b. Canada Post, how Conditions 30 – 37 have been satisfied;
 - c. Enbridge Gas, how Conditions 38 – 40 have been satisfied;
 - d. Rogers Communications, how Conditions 41 – 44 have been satisfied; and,
 - e. Bell Canada, how Conditions 45 – 46 have been satisfied.
8. All measurements in final subdivision plans must be presented in metric units.
9. The final plan approved by the Township must be registered within 30 days or the Municipality may withdraw its approval under Subsection 51(59) of the *Planning Act*, R.S.O. c.P.13, 1990.
10. This draft approval shall be in force and effect until **July 18, 2028.**

Attachment 3 – Location Map



Attachment 4

Draft Plan of Subdivision

