



Version 1.1 – January 2023

Subdivision and Site Plan Development Guide

UNDERSTANDING THE SUBDIVISION AND SITE PLAN
REVIEW PROCESS IN SAUGEEN SHORES
JAY PAUSNER



Table of Contents

Purpose of this document.....	4
General	4
Applicable Law	4
Pre-consultation	4
Draft Plan Approval Application	5
Site Plan Application	5
Subdivision Agreement/Pre-servicing Agreement/Site Plan Agreement	5
Draft Plan of Subdivision/Condominium Approval	5
Process Summary.....	5
Fees.....	5
Complete Submission	6
Conditions of Approval	6
Public Meeting	7
Approval.....	7
Final Approval for Plans of Subdivision/Condominium.....	7
Pre-Servicing Agreement.....	8
Subdivision Agreement	12
Parkland.....	16
Tree Planting.....	16
Special provisions to agreement	17
Clearance of Conditions of Draft Plan Approval and Registration.....	17
Securities	17
Other	18
Construction Period	19
Assumption	26
Site Plans	27
Process Summary.....	27
Pre-Servicing Agreement.....	29



Site Plan Control Agreement.....	30
Fees & Deposits.....	31
Securities	31
Timing of Completion of Works	31
Registration.....	31
Other	32
Appendix A – Process Flow Charts	33
Appendix B – Sample Cost Estimate.....	36
Appendix C – Sample Letter of Credit	38
Appendix D – Sample Subdivision Pre-Servicing Agreement	41
Appendix E – Sample Subdivision Agreement	59
Appendix F – Sample Statutory Declaration of Accounts Paid.....	110
Appendix G – Sample Site Plan Pre-Servicing Agreement	112
Appendix H – Sample Site Plan Agreement.....	122
Appendix I – Standard Town Conditions of Draft Plan of Subdivision Approval	139
Appendix J – Development Engineering Standards	145
Introduction	146
Consulting Engineer.....	146
Easements and Right-of-Ways	146
Oversizing and Off-Site Costs.....	147
Plans and Drawings	147
Record Plans	151
Construction Documents and Specifications.....	151
Site Plans.....	152
Utilities.....	152
Canada Post Mailbox Locations.....	152
Roadways	153
Minimum Turning Radius	153
Vertical Curves.....	153



Pavement Design.....	153
Sidewalks, Bikeways, Walking Trails, Multi-use Pathways	155
Driveways	156
Boulevards	158
Signs.....	158
Sanitary Sewers.....	159
Storm Works	163
Stormwater Management.....	168
Watermains.....	170
Street Lighting and Power Distribution.....	184
Backfill and Compaction	186
Restoration and Landscaping	186
Site Plans	187
Condominiums	187
Commercial, Industrial and Institutional Sites	187
Appendix K – Highway 21 Corridor Site Plan Design Guidelines	188
Section 1.0 Introduction	189
Section 2.0 Placemaking.....	193
Section 3.0 New Development.....	198
Appendix L – Accessibility Advisory Committee Standard Requirements and Comments	205
Appendix M – Subdivision and Site Plan Application Form	209
Appendix N – Standard Drawings	215



Purpose of this document

This document is to provide the reader with a description of the process undertaken to get Town approval for Site Plan and Subdivision developments. Draft Plan and other Planning applications that are processed by the County are described herein. The intention of this document is that these steps, if followed will lead to a quick and simple approval that enables construction.

General

Unless specifically stated otherwise herein, all requirements outlined may be adjusted at the discretion of the Director, Infrastructure & Development Services depending on site specific requirements. Town staff will review this document bi-annually and will solicit suggestions and comments from users of the manual to be considered.

Applicable Law

Developments are reviewed and processed through authority and regulations set out in the following Acts:

- Municipal Act
- Planning Act
- Environmental Protection Act
- Safe Drinking Water Act
- Ontario Water Resources Act
- Town By-laws



Pre-consultation

In order to determine the appropriate planning application, it is encouraged to talk to the Supervisor, Development Services as early in the process as possible. Questions during the Due Diligence period of property purchases are encouraged.

Prior to formal submission of either an application for Draft Plan Approval or an application to enter into a Subdivision Agreement or Pre-Servicing Agreement or Site Plan Agreement, the developer shall contact the Supervisor, Development Services and arrange a meeting with Town staff to outline submission requirements, including the quality of documentation and/or drawings. With the request, at a minimum a short description of the proposal along with a key map identifying limits of the development shall be submitted to the Supervisor, Development Services. This will allow Town staff to bring information to the meeting in relation to nearby services and other constraints.



Draft Plan Approval Application

Pre-consultation shall include discussion with County Planning staff, SVCA staff and Town staff identified by the Supervisor, Development Services (herein referred to as the Supervisor).

Site Plan Application

Pre-consultation shall include discussion with Town staff identified by the Supervisor. If necessary County Planning staff, SVCA staff will be included. This will be the case for property requests that involve variances and/or are within the SVCA regulated areas.

Subdivision Agreement/Pre-servicing Agreement/Site Plan Agreement

When time has passed from the original Draft Plan Approval, or for phases that require special consideration, the Supervisor may request an additional consultation meeting prior to submission of plans and reports. The developer may also request this meeting at the appropriate time for their schedule. Re-consultation shall include discussion with Infrastructure & Development Services Staff and may include Community Services staff and/or staff from SVCA and County Planning staff.

Draft Plan of Subdivision/Condominium Approval

The Draft Plan of Subdivision process is required for developments that propose to created 5 or more lots or create municipal roads with lots.

The approval authority for Draft Plan of Subdivision is The County of Bruce. The Town of Saugeen Shores Staff provides input to the County on Town issues (such as services and provision of parkland, etc.). County of Bruce Staff administer the process of Draft Plan Approval and will be a key contact for the developer at the draft approval stage. The approval of the Plan first goes to Town Council for recommendation and then to the County of Bruce for Draft Plan Approval.

Process Summary

For a summary, refer to the Flow Chart in Appendix A.

Fees

Fees are established in the Fees & Charges By-law and shall be calculated by the Supervisor, Development Services and communicated to the Developer, to be paid prior to any review of the submission material.



Complete Submission

The County of Bruce will accept the submission and deem it complete when it contains the following documents;

- Application form
- Conceptual Stormwater Management Plan
- Preliminary Master Servicing Plan
- Planning Justification Report
- Environmental Impact Study
- Archaeological Assessment
- Lot/Block layout
- Other studies identified in the pre-consultation meeting (Hydro-geological or geotechnical, traffic impact study)

All submissions shall be in accordance with the Development Standards contained in Appendix J.

This submission will be circulated internally to Town departments for discussion and comments.

If the comments identified concerns to be addressed before draft plan approval, the Developer shall address the concerns of the Town and provide a response, with any necessary supporting information or revised plans/reports/drawings. The Supervisor will circulate the response as necessary and dialogue with the Developer to efficiently review the new information. The intention is to reduce the risk of needing modifications to the Draft Plan in the future.

Once all concerns have been addressed, the Supervisor shall advise the approval authority and the Developer. For comments or concerns that can be addressed after Draft Plan Approval, conditions will be created and required to be met prior to Registration.

Conditions of Approval

The Supervisor, Development Services, shall prepare a set of recommended conditions of approval, in consultation with the Town's Senior Management Team (SMT), and shall submit to the County, along with any other comments as deemed appropriate by the Director, Infrastructure & Development Services. The Town's Standard Conditions are included in Appendix I; other conditions will be site specific to the development.



Public Meeting

The County of Bruce will schedule a public meeting at which anybody wishing to provide comments may speak to Planning Committee. The Planning Act dictates the area required to be notified of the application, as well a notice may be in the local newspaper(s) and posted on the County and Town websites.

The County Planner will prepare a presentation that describes the proposed development and will speak to the Committee on behalf of the Town.

The Developer is expected to attend and have their consultants in attendance available to answer any questions or address concerns that may arise. If the Developer wishes to present to Committee, they are welcome to do so, and can submit their own presentation by registering as a delegate.

Members of the Public, who have registered as a delegation will be allowed to speak. Those in attendance will also be allowed to speak, ask questions.

At the meeting, or a subsequent meeting, Committee of the Whole shall consider the Draft Plan of Subdivision and may recommend conditions of approval or another course of action.

Following the public meeting, the Developer will be required to address any concerns identified in the meeting and, if necessary, revise required materials and documents.


Approval

Following the public meeting, unless there are other planning applications which need to be considered (zoning by-law amendment, etc.) the County of Bruce will approve the draft plan of subdivision with conditions or refuse to approve the draft plan.

When approved, the Developer is responsible for addressing each condition outlined in the Approved Conditions of Draft Plan Approval prior to registration. It is recognized that some conditions may only apply to future phases and will require completion at that time. These will be included in the Subdivision Agreement as commitments by the Developer or Town.

Final Approval for Plans of Subdivision/Condominium

Following Draft Plan Approval, detailed engineering review of plans and reports is required to be completed by the developer prior to registration and construction. The Town allows for pre-servicing of the land, through the use of a pre-servicing agreement, but is not a requirement of all developments. Engineering approval, permits and other required approvals, agreements and securities are all required prior to registration. The



following sections describe what is required under either the pre-servicing or standard registration process. The biggest difference is that under pre-servicing, construction can commence without the creation of the municipal streets of individual lots. The Town does not accept any risk of work on the private property until registration is completed. Securities are therefore less than through the standard process. It is expected that as soon as pre-servicing is complete, the developer will proceed to registration of the lands. Only model building permits may be issued during the pre-servicing phase.

Pre-Servicing Agreement

Developers may install services for a proposed subdivision prior to registration of the Plan of Subdivision with the following requirements:

1. Request is made through the Supervisor, Development Services,
2. Final approval of zoning provisions has occurred,
3. All approvals from external agencies are in place (SVCA permit, MOECP ECA),
4. Sign off from Saugeen Shores Engineering Department for drawings,
5. The lots shown on the draft registered plan meet the zoning,
6. Pre-servicing Agreement is signed,
7. Securities are posted.

Process Summary

Flow Chart in Appendix A.

Fees & Deposits

Fees are established in the Fees & Charges By-law and shall be calculated by the Supervisor, Development Services and communicated to the Developer, to be paid prior to any review of the submission material.

The Developer shall also provide as cash a deposit for engineering purposes in the amount of 2% of the total of the estimated cost of all works to be included in the Pre-Servicing Agreement to a maximum of \$50,000.

The Developer shall also provide a cash a deposit for legal purposes in the amount of \$10,000.

It is not the intention of the Town to use these deposits except in exceptional circumstances, such as a reasonably clear and intentional breach of the Pre-Servicing Agreement by the Developer.





These deposits shall be returned to the Developer once the Subdivision Agreement is executed and securities pursuant to the Subdivision Agreement have been provided.

Drawings and Plans Review

All required information listed below must be submitted with each engineering submission or the submission will not be reviewed. Each submission must be accompanied by a checklist confirming that the submission has been checked for completeness, accuracy, and includes all required items. All submissions shall be in accordance with the Development Standards contained in Appendix J or, if relevant, the Highway 21 Corridor Design Guidelines contained in Appendix K.

Drawing Requirements are to be the same as required under the “Subdivision Agreement” Section and the following are to be submitted to support the application:

- One (1) complete set of paper drawings;
- One (1) complete set of sewer design sheets;
- One (1) digital copy of all drawings in *.PDF and AUTOCAD format.
- One (1) digital copy of MOECP Application package
- One (1) copy of the SVCA Permit where required
- One (1) Stormwater Management Report;
- Geotechnical Investigation (one (1) copy);
- Construction Cost estimate with cost sharing if applicable
- A letter (one (1) copy) specifying:
 - How the individual grading and servicing draft plan conditions have been addressed
 - Explanation on design software used and any assumptions the software creates
 - Description of specific site design constraints,
 - Signed submission verification checklist to ensure submission is complete and reviewed
 - Requesting permission to service - if applicable
 - Intended construction timing and sequencing.

In addition to the above, one (1) complete copy of the following schedules shall be submitted to the Supervisor, Development Services:

- list of all drawings to be included as part of the Service Agreement
- list of all easements to be granted and all property to be conveyed to the Town
- all lots unsuitable for building purposes

- complete detailed cost estimate of all municipal services to be provided
- listing all lots proposed to have infiltration measures (soak-away pits)

The first submission drawing sets shall be distributed by Supervisor, Development Services to relevant staff. The drawings will be reviewed by the various departments and all comments will be sent to the Supervisor, Development Services who will consolidate all the comments. A marked up copy of the drawings and/ or reports along with a letter consolidating all comments and issues will be sent to the Developer. The Developer shall revise the drawings as per the Town comments and resubmit them as a second submission. If the Developer has any questions or concerns regarding the first submission comments and mark ups from the Town, a meeting request or discussion can be held directly with staff. If there are no comments or concerns, a letter approving the drawings will be sent to the Developer.


2nd and subsequent submissions

The second and subsequent submissions shall be a revision of the previous submission based on the Town's comments. The Developer shall submit the second submission to Supervisor, Development Services as per the Submission Requirements once the revisions have been made. After the revisions have been addressed from the first submission, the developer shall circulate the second submission to all utility companies for comment. As part of the second submission, the Developer shall provide Engineering copies of the letters sent to the utility companies. A letter from the Developer addressing the comments and concerns sent by the Town as part of the first submission drawings and reports review shall also be submitted with the second submission drawings. This letter shall include a description of any additional changes made by the Consultant. The second submission drawings may be used for the submission to the Ministry of the Environment, Conservation and Parks for approvals. A copy of the full application package shall be reviewed by Town staff and will be signed by the Director, Infrastructure and Development Services. The watermain form 1 will also be signed by the Director when satisfied.



Securities

Securities in the form of a letter of credit (or cash) shall be provided in the amount of 20% of the cost estimate of all works to be completed internal to the subdivision and 100% of



the cost estimate of all works to be completed external to the subdivision and is to be prepared by the consulting engineer. A sample cost estimate is attached as Appendix B.

Infrastructure & Development Services staff shall review the estimate provided by the consulting engineer and will either confirm the estimate is adequate or contact the consulting engineer to discuss concerns directly.

When the cost estimate is deemed adequate, the developer shall provide a letter of credit to the Supervisor, Development Services in the form contained in Appendix C.

The required Letter of Credit shall be provided prior to the passage of the by-law authorizing the mayor and clerk to enter into the agreement with the developer.

Securities shall only be reduced or released when the securities pursuant to the Subdivision Agreement have been provided. A maximum of 3 requests shall be made in one calendar year. Town Staff will review the request along with information provided and will conduct a field inspection prior to release. Securities may be required to remain for items that cannot be verified due to weather (snow).

Approval & Agreement

The Director, Infrastructure & Development Services shall have final authority on the approval of all works in the pre-servicing agreement and shall advise the Supervisor, Development Services when the drawings/plans have been approved. Once approved, the Developer shall advise the Supervisor, Development Services that the Pre-Servicing Agreement (Appendix D) is satisfactory. The Supervisor, Development Services shall include the Pre-Servicing Agreement on the next available Committee of the Whole Agenda/Planning Committee for consideration. If Committee of the Whole/Planning Committee recommend authorizing the entering into of the Pre-Servicing Agreement, the Agreement shall be executed by the Developer and securities and deposits provided to the Town. Once completed, the Agreement shall be placed on the next available Council agenda for by-law passage.

When the by-law is passed, and all required approvals are in place (MOECP, SVCA), the Developer may begin work pursuant to the Pre-Servicing Agreement. Grading of the site can commence without MOECP approval, but installation of the sewers or related infrastructure cannot.

Other

For further information for construction, maintenance and assumption requirements refer to the section under “Subdivision Agreement”.



Subdivision Agreement

Developers are required to fill out an Application form (Appendix M) to request a subdivision agreement with the Town.

Detailed Engineering and Landscape designs typically follow this process to registration of the subdivision. The goal is to satisfy all conditions from the Draft Plan Approval and ready the lands for construction. All developments are required to meet the Town Standards described within this guideline. For developments that have utilized the pre-servicing process, creation of the subdivision agreement and confirmation of required securities is all that is required at this stage.

For reference in this section, please refer to the sample Subdivision Agreement in Appendix E.

The following sections describe the process for developments that have not used the pre-servicing process.

Process Summary

Flow Chart in Appendix A.

Fees and Deposits

Fees are established in the Fees & Charges By-law and shall be calculated by the Supervisor, Development Services and communicated to the Developer, to be paid prior to any review of the submission material.

The Developer shall also provide as cash a deposit for legal/engineering/peer review purposes. The deposit shall be maintained and be used to pay for the actual cost of the intended services. If the deposit is used, the Developer will be invoiced to ensure the deposit is maintained at the required amount.

This deposit shall be returned to the Developer once the Subdivision works have been assumed pursuant to the instructions on page 26.

The engineering review fee for an application is a percentage of the total cost of the municipal infrastructure that is associated with the development. The final





cost estimate shall be included in the Subdivision Agreement.

At first submission, a coarse construction estimate shall be submitted and engineering staff will review and accept. An invoice will be sent to the Developer, calculated at 1% of the estimated value of work. The value of the invoice will be collected with the second engineering submission. Any delay of payment may result in a delay with further comments or processing of engineering submissions.

The remainder of the engineering review fees will be due when the final cost estimate is submitted and the engineering drawings have been accepted. The balance of the fee will be calculated at 2.5% less the amount paid with the First Submission. This balance must be paid prior to registration.

A tiered system to calculate fees may be used for larger developments to ensure fairness to the developers, where the cost estimate is greater than \$1,000,00.00. The proposed tiered structure is a fee of 2.5% for the first \$1,000,000 of the estimate, 1% for the next \$500,000, and 0.5% for the remainder. If a peer review is used, a flat rate for staff time (minimal) is applied. If not, a 10% mark up on the peer review bill is applied. At no time with the review fee be less than \$5,000.

A separate Legal deposit is refundable for legal fees not incurred by the Town.

When the total engineering fee has been paid, there will be no further fee adjustments made. The percentages are subject to change and shall be in accordance with the current Fees and Charges By-law.

Drawings and Plans Review

All required information listed below must be submitted with each engineering submission or the submission may not be reviewed. The 1st submission must be accompanied by a checklist confirming that the submission has been check for completeness, accuracy, and includes all required items. All submissions shall be in accordance with the Development Standards contained in Appendix J or, if relevant, the Highway 21 Corridor Design Guidelines contained in Appendix K.

1st submission

A complete first submission is required to be submitted by the Developer to the Supervisor, Development Services after Draft Approval and shall include the applicable engineering administration fee as specified in the registered subdivision agreement. Any submissions found to be incomplete may not be reviewed. Two complete rolled sets of



engineering drawings must be submitted to the Supervisor, Development Services for distribution to the other groups.

- Title Sheet
- Existing Conditions and Removal plans
- Staging plan
- Erosion and Sedimentation Control plan
- Lot Grading plans
- General Plan of Services
- Streetscape/Tree Planting Plan
- Signal Wiring Plan and Signalized Intersection Plan
- Sanitary Drainage Plans
- Storm Drainage Plans
- Stormwater Management Pond Landscape plan
- Park and Multi-Use Pathway Development/Grading Plan (as required)
- Plan and Profile Drawings
- Detail Sheet
- General Notes or Miscellaneous Details
- On-Street Parking Plan
- Traffic Control Plan

Drawings shall be prepared in accordance with the guidelines entitled “Guidelines, Professional Engineers Providing Land Development/Redevelopment Engineering Services, 1994” and with this document. Further information on what shall be included on each drawing is included in Appendices I and J.

In addition to the above, one (1) complete paper copy and one (1) digital copy of the following information shall be submitted to the Supervisor, Development Services:

- list of all drawings to be included as part of the Subdivision Agreement
- list of all easements to be granted and all property to be conveyed to the Town
- all lots unsuitable for building purposes
- complete detailed cost estimate of all municipal services to be provided
- lots with any special provisions
- a list outlining the timing of the completion of all works
- legal description of the lands
- draft MPlan prepared by legal surveyor
- draft Reference Plan(s) showing all easements prepared by legal surveyor



- description of timing of the works, complete with schedule

One (1) paper copy and one (1) digital copy of the following:

- Stormwater Management Report;
- Geotechnical Investigation (one (1) copy);
- Design sheets for pipe strength and bedding requirements for both sanitary and storm sewers, and
- Design sheets for both storm sewer and sanitary sewers, including a digital copy of the Excel spreadsheet.
- A letter (one (1) copy) specifying:
 - How the individual grading and servicing draft plan conditions have been addressed
 - Explanation on design software used and any assumptions the software creates
 - Description of specific site design constraints,
 - Signed submission verification checklist to ensure submission is complete and reviewed
 - Requesting permission to service - if applicable
 - Intended construction timing and sequencing.
 - Draft MOECP Application form, (if available)

All material shall also be provided digitally in a format acceptable to the Supervisor, Development Services.

The first submission drawing sets shall be distributed by Supervisor, Development Services to relevant staff. The drawings will be reviewed by the various departments and all comments will be sent to the Supervisor, Development Services who will consolidate all the comments. A marked up copy of the drawings and/ or reports along with a letter consolidating all comments and issues will be sent to the Developer. The Developer shall revise the drawings as per the Town comments and resubmit them as a second submission. If the Developer has any questions or concerns regarding the first submission comments and mark ups from the Town, a meeting request or discussion can be held with staff. If there are no comments or concerns, a letter approving the drawings will be sent to the Developer.

2nd and subsequent submissions

The second and subsequent submissions shall be a revision of the previous submission based on the Town's comments. The Developer shall submit the second submission to



Supervisor, Development Services once the revisions have been made. After the revisions have been addressed from the first submission, the developer shall circulate the second submission to all utility companies for comment. As part of the second submission, the Developer shall provide Engineering copies of the letters sent to the utility companies. A letter from the Developer addressing the comments and concerns sent by the Town as part of the first submission drawings and reports review shall also be submitted with the second submission drawings. This letter shall include a description of any additional changes made by the Consultant. . The second submission drawings may be used for the submission to the Ministry of the Environment, Conservation and Parks for approvals. A copy of the full application package shall be reviewed by Town staff and will be signed by the Director, Infrastructure and Development Services. The watermain form 1 will also be signed by the Director when satisfied.

After final approval by the Town of the aforementioned submissions, the following is required:

- Two (2) complete sets of drawings;
- One (1) complete set of sewer design sheets;
- One (1) CD of the digital copy of all drawings in *.PDF and AUTOCAD format.
- Digital MOECP Application
- SVCA permit

The above are required for approval of the engineering drawings.

Parkland

The Developer shall be required to transfer land to the Town in an amount not exceeding 5% of the land subject to the Draft Plan of Subdivision. If the subdivision is to be developed in phases/stages the Town, at its discretion, may acquire the land at any phase/stage or may acquire it over more than one phase/stage.

Alternatively, the Town may acquire cash-in-lieu of parkland not exceeding 5% of the value of the land on the day before draft plan approval. If the subdivision is to be developed in phases/stages the Town, at its discretion, may acquire the cash-in-lieu at any phase/stage or may acquire it over more than one phase/stage.

Tree Planting

The Developer is required to provide at a minimum one tree for each lot/block in the subdivision. The Developer may, with the approval of the Director, Infrastructure & Developments Services, provide the trees on lots, road allowances or other blocks within



the subdivision. Alternatively, the Town may accept cash-in-lieu of tree plantings in an amount mutually agreed upon.

Special provisions to agreement

The Town may consider special clauses such as allowing for early installation of services, early issuance of building permit, model homes, establishment of credits or other special clauses related to the Subdivision.

Clearance of Conditions of Draft Plan Approval and Registration

Once the Subdivision Agreement has been entered into, the Supervisor, Development Services shall review the conditions of approval and advise the Developer of any outstanding conditions. Once addressed, the Supervisor, Development Services shall provide a clearance letter to the County advising the County that all Town conditions of draft plan approval have been cleared.

The Clerk of the Town shall provide instructions and any necessary direction to the Town solicitor with respect to the registration of the subdivision agreement.

The Developer shall apply to the County of Bruce for final approval and shall direct their solicitor to contact the Town solicitor to ensure registration of the subdivision agreement at the same time as registration of the approved subdivision.

The Developers solicitor and Town solicitor shall jointly register both the plan and agreement. The Developer shall advise the Supervisor, Development Services when the agreement is registered.

The Developer shall ensure coordination with the Town solicitor to register the agreement within 45 days of execution. If registration does not occur within 45 days, there may be additional costs incurred.

The Developer is also advised that should modifications to the agreement be required following approval, additional costs and time to register may be incurred.

Securities

Standard securities for subdivisions are to be provided at 100% of the cost estimate of all works to be completed and is to be prepared by the consulting engineer. A sample cost estimate is attached as Appendix B.

Infrastructure & Development Services staff shall review the estimate provided by the consulting engineer and will either confirm the estimate is adequate or contact the consulting engineer to discuss concerns directly.



When the cost estimate is deemed adequate, the developer shall provide a letter of credit to the Supervisor, Development Services in the form contained in Appendix C.

The required Letter of Credit shall be provided prior to the passage of the by-law authorizing the mayor and clerk to enter into the agreement with the developer.

Partial Securities Reduction

Partial reductions in securities may be approved once 70% of the works have been completed. In order to receive a partial reduction of securities the developer shall provide a letter from the consulting engineer outlining the works completed, any deficiencies and a revised cost estimate of all remaining and deficient works. The developer shall also provide a statutory declaration of accounts paid in the form contained in Appendix F.

Infrastructure & Development Services staff shall review the revised estimate provided by the consulting engineer and inspect the subdivision with the consulting engineer and will either confirm the works completed or identify any deficient works and will either confirm the estimate is adequate or contact the consulting engineer to discuss concerns directly.

Securities of 10% shall remain in place for completed works until assumed by the Town, unless otherwise stipulated in the subdivision agreement. 100% securities will be in place for all incomplete works.

When confirmed Supervisor, Development Services will forward a memo to Finance staff to advise the bank to reduce the letter of credit.

Up to 3 reductions in securities may be considered in a calendar year.

Securities Release

Once the subdivision has completed the maintenance period, the developer may be eligible to release all remaining securities once the Town issues a Certificate of Maintenance and Final Acceptance and has assumed the works (page 26).

When Certificate of Maintenance and Final Acceptance has been issued and the Town has assumed the works, the Supervisor, Development Services will forward a memo to Finance staff to advise the bank to release the letter of credit.

Other

Multi Lot Creation by Consent

Should the Town agree to permit multi-lot creation by the consent process, rather than by the plan of subdivision process, all of the requirements noted in Appendices I and J shall apply including the preparation and approval of a Stormwater Management Plan.

Lotless block in new subdivision. Up to 9 new lots without the creation of new Town infrastructure, the Town may require open existing road, Class 1, greater than 2 lots and less than 9 lots. Standard conditions: grading, servicing, SWM report. Attach standard conditions for consent.

Securities for indemnity for existing services

Construction Period

Approval for Construction

Construction can commence upon:

- Drawing Approval from Engineering Services
- MOECP, SVCA, Form 1 Approvals and Permits
- Appropriate agreement is signed by all parties
- Proof of Insurance, WSIB and MOL Notification is provided
- Payment of fees and securities


Insurance and Indemnification

Developers shall provide liability insurance to protect the Town. Developers shall ensure that their consultant, sub consultants, and general contractors also carry liability insurance.

The liability insurance shall:

- Be provided in a form satisfactory to the Town
- Be for a minimum amount of \$5,000,000.00 or as determined by the Town
- Name the Town as an additional insured
- Name the Town's consultants as additional insured
- Shall not be terminated until the Town has accepted all the required works
- Have an automatic notification to the Town by the Insurer, advising the Town that the insurance will end in 90 days
- Shall have a termination date extending 90 days beyond the anticipated completion date (substantial and final completion)



- 
- Notwithstanding the limits of the insurance, the Developer shall indemnify the Town against all or any claims or losses arising out of this development.
 - The Town may consider accepting the general contractor's insurance in fulfillment of this requirement provided the Developer is named as an additional insured.

Pre-Construction Meeting

No later than seven days before construction is to commence, the Developer's Consulting Engineer shall call and chair a pre-construction meeting. The Consulting Engineer, Site Inspector, general contractor and municipal representatives must attend. It is also desirable to have representatives from the various utility companies in attendance. The meeting shall include but not be limited to the following items:

- Status of contract documents
- Submission of insurance certificates, irrevocable Letter of Credit, Bonds and Work Place Safety Insurance Board clearance
- Ministry of Labour notification
- Supervisory staff
- Emergency telephone numbers and home telephone numbers
- Construction access routes
- Schedule
- Noise and dust control
- Municipal inspection notification
- Suppliers and subcontractors
- Specific project items
- Pre-construction survey/photos
- Traffic control/detouring
- Quality assurance testing
- Schedule of site meetings

The Consulting Engineer will provide minutes of meetings within one week from the meeting date to all municipal representatives in attendance.

Public and Agency Notification

Prior to the start of construction, the Consulting Engineer shall arrange to notify all public agencies and emergency response agencies of the impending start date and completion date of the project. As well, the Consulting Engineer shall notify all abutting property owners of the impending construction. Copies of the notification shall be submitted to the Town. The following information shall be included in the notification:



- Brief description of project
- Construction start date
- Scheduled completion date
- Temporary road closures
- Contact people from the Contractor and Consulting Engineer, including their phone numbers

The following is a partial list of the agencies that should be notified:

- Ambulance Service
- Fire Department
- Police Department
- School Board
- Saugeen Valley Conservation Authority
- Ministry of Labour
- Sewage treatment Plant Operators
- Water Treatment Plant Operators
- County or Bruce (County Roads)
- Ministry of Transportation (Provincial Roads)
- Canadian Coast Guard (Navigable Waters)


Site Meetings

The Consulting Engineer shall chair and prepare minutes of construction site meetings. Meetings are to be held at two-week intervals unless the Town agrees that a longer interval is acceptable. The Consulting Engineer's project manager or project engineer and the site inspector along with the contractor's project manager and job superintendent (or foreman) shall attend the job meetings. Minutes shall be distributed within one week of the meeting date.

Consultants Inspection and Quality Assurance Testing Services

The Consulting Engineer shall provide full-time inspection during the construction activity. The inspector's skills shall be suitable for the inspection tasks to be undertaken. The Town reserves the right to request a change to the Consultant's inspector if the Town believes the Inspector is not Qualified.

The Consulting Engineer's site inspector shall ensure that the work is constructed in accordance with the intent of the contract documents and shall keep adequate records of the work. The Town requires submission of the weekly reports prepared during the construction period when the as-built drawings are submitted.



As a minimum, the following documents are to be prepared by the inspector:

- Weekly inspection forms, summary of work progressed and work upcoming
- Diary indicating daily progress of work, labour and equipment on site
- Measurement of pay items
- Discussions with general public and agency representatives
- Accidents
- As-built records

The Consulting Engineer shall arrange for quality assurance testing by an independent testing firm. Tests shall include:

- Granular material sieve analysis
- Engineered fill
- Asphalt extraction
- Compaction tests, granular, asphalt
- Concrete, compressive, air content, and slump tests
- Sanitary sewer air tests or exfiltration tests as per OPSS 410.07.15 (field testing)
- Sanitary sewer camera testing at the time of acceptance and at time of assumption of the development
- Deflection testing of sanitary and storm sewers
- Watermain pressure tests, leak tests, disinfecting tests, bacteriological testing
- Other tests called for in the contract documents
- Other tests required by the electrical authority



All test certificates shall be neatly bound, indexed and provided to the Town at the time the as-built drawings and service ties are submitted, at the discretion of the Town.

Site Condition

The Developer shall maintain the construction site in a neat and tidy manner (also during the maintenance period). Dust shall be controlled by wetting or establishing vegetative ground cover. Debris blown off the site shall be cleaned up on a daily basis. All mud and dirt tracked off-site shall be cleaned frequently and at least once a day.



All vacant lots, owned by the Developer, shall be maintained at the Developer's expense. The Developer shall provide notice in all purchase and sale agreements that the Town may perform periodic maintenance and will invoice the Owner of the lot. Periodic Maintenance will be required to remove debris, to eliminate standing water, and to cut weeds. All waste materials must be properly disposed to eliminate the risk of injury and to maintain a healthy environment to all surroundings.

Excessive silt in catch basins or on roads or other facilities is not permitted and, if cleaned by the Town, shall be invoiced directly.

The decision of the Town regarding cleanup shall be considered final. Should the Developer or lot Owner not clean-up in a timely manner, the Town will arrange to have the work completed by others, or its own forces, and will invoice the Developer for its direct and indirect costs.

Municipal Inspection

The Town will carry out its own independent inspection as it deems necessary. As a minimum, the Town will inspect the subgrade excavation, granular base prior to placing curbs, granular base prior to asphalt paving, and testing of watermains and sewers. The Consulting Engineer will give the Town 48 hours notice prior to these inspections. Should sufficient notice not be given, and the Contractor proceeds with the work, the Town will not accept the services without further testing, which may include total or partial removal of pavement or curbs, etc. All this additional testing will be at the Contractor's expense. It is therefore imperative that the Contractor's schedule be made available to the Town at the job meetings, and the Town be promptly advised of any changes to this schedule.

Once the required municipal services are installed and all deficiencies corrected, the Consulting Engineer will request in writing to the Director, Infrastructure & Development Services, to have the development placed on the two year maintenance period. The Director, Infrastructure & Development Services, or delegated representative will inspect the development and advise the Director, Infrastructure & Development Services, by report that the Town should "accept the services" and that the maintenance period should begin. The date of the Town's letter to the Developer accepting the services is the commencement date of the maintenance period. During the maintenance period, it will be the Developer's sole responsibility to maintain all services, including but not limited to, cleaning catchbasins and maintaining the general condition of the vacant lots and Municipal right-of-way as established in the Developer's Agreement. The Town will undertake all required snow ploughing on the road right of ways.



Maintenance Period

Maintenance Period is the period beginning with the substantial completion of the required works (the time at which building permits may be issued) and ending with meeting the terms and conditions of the Subdivision Agreement. Requests for inspections after November 1st may be declined due to weather conditions. The Maintenance Period shall not commence until the inspection is completed and will not be back-dated.

Once the required municipal services are installed and all deficiencies corrected, the Consulting Engineer will request in writing to the Director, Infrastructure & Development Services, to have the development placed on the two-year maintenance period. The Director, Infrastructure & Development Services, or delegated representative will inspect the development and advise that the maintenance period should begin through a letter to the Developer and/or their Consulting Engineer. The date of the Town's letter to the Developer accepting the services is the commencement date of the maintenance period.

During the Maintenance Period the Developer is responsible for the maintenance costs and physical construction of any remaining or deficient works, operating costs of street lighting, street sweeping, grass cutting, weed control on vacant lots and boulevards etc. Inspection of SWM Facilities following rainfall events is the responsibility of the developer and shall be documented to ensure the pond is functioning per the design.

The Town is responsible for snow maintenance and waste collection once occupancies have been identified. The developer should notify the Supervisor, Development Services of the intent to occupy in winter months.

The Maintenance Period shall end when the following conditions have been met:

- At least two years have passed since the works have been substantially complete and
- At least 50% of the lots have dwellings which have been issued occupancy permits or
- Alternative arrangements have been incorporated into the subdivision agreement

Maintenance Period Final Inspection

Within 30 days prior to the expiration of the maintenance period, the Consulting Engineer is to arrange for a field inspection by the Town, Contractor and Consulting Engineer. All sanitary sewers and private drain connections shall be flushed clean and video inspected. Catch basins shall be cleaned and all settlements repaired prior to the municipal inspection. Provided there are no outstanding deficiencies and all development



agreement requirements have been satisfied, including payment of all accounts and the receipt of a statutory declaration that all accounts have been paid, the municipal representative will submit a report to the Director of Infrastructure & Development Services requesting that the Town “assume the development”. The Director’s letter to the Developer results in the transfer of ownership of the services to the Town, after which the Developer is no longer obligated to maintain or repair the services.

The Developer or the Town may request that not all services be installed prior to requesting “acceptance of services” by the Town. Surface asphalt is normally delayed to minimize damage during house construction. Should the surface asphalt be delayed, the acceptance and assumption of this service will be based on the completion of the surface asphalt and the expiration of the maintenance period. In this case only, there will be more than one assumption date of that portion of the development.

Building Permit Issuance

In order to issue building permits for other than model homes, the Town’s Chief Building Official must have a complete set of documents and be assured that the buildings have full services including base asphalt, fire fighting access, potable water, heat, and energized power. Streetlights must be operational within 60 days of building permit issuance.

The issuance of building permits will cease if street lights are not operational within 60 days of the issuance of the first building permit. Conditional permits may be released subject to approval by the Chief Building Official.

Developers are cautioned that the Chief Building Official will not be in a position to advise that building permits are available until:

- Lot servicing sheets have been submitted.
- Registered lot creation plans have been submitted
- Engineering Services has “accepted the services”

If as-built drawings have not been submitted within 60 days from the date which the Director of Infrastructure & Development Services has “accepted the services”, the Chief Building Official will not continue to issue building permits.

Model Homes

The Chief Building Official may issue building permits in advance of the completion of all the required works for up to ten percent of the total dwelling units in any particular phase of a development provided a Model Home Agreement is entered into with the Town.



A dwelling unit shall not be granted occupancy from the Town until such time that all outstanding items relating to the development are completed and signed off by the Town

Driveway Permits

Refund of the required indemnity deposit submitted at the time of the building permit issuance will also be subject to the satisfactory completion of the hard surfacing of the driveway apron. The policy shall apply to all residential lots in registered plans of subdivision and other type development for which development agreements are required.

Assumption

Once the maintenance period is completed, the Developer will be required to transfer Ownership of the services to the Town. To complete this process the developer shall:

- Provide video for all sanitary and storm works
- Provide updated “as-recorded” drawing, paper and digital, in the appropriate format, if required
- Provide and Operations and Maintenance Manual for SWM facilities and pumping stations.
- Provide a statutory declaration of accounts paid
- Provide a statement from an Ontario Land Surveyor confirming all survey monuments are in place.
- Provide a consulting engineers statement that all works have been completed and there are no deficiencies.

Once received, the Infrastructure & Development Services staff shall inspect the subdivision with the consulting engineer and will either confirm the works completed or identify any deficient works.

The Director, Infrastructure & Development Services shall issue to the Developer and Certificate of Maintenance and Final Acceptance

The Supervisor, Development Services shall place on the next available Committee of the Whole agenda a by-law to formally assume all works.

Additional detail on Assumption is found in the Development Engineering Standards in Appendix J.



Site Plans

Site Plan Control is processed by the Town of Saugeen Shores staff <<with delegated authority by Council>> <<with final approval by Council>>. Site Plan Agreements are required for developments that meet the following criteria:

- Change of use that require recalculation of site statistics
- Substantial renovations that result in changes to the site
- As dictated in an associated planning approval

For reference in this section, please refer to the sample Site Plan Control Agreement in Appendix H. Please consult the Site Plan Control By-law for the most up-to-date requirements.

Process Summary

The submission is made to the Supervisor, who in turn circulates to internal departments for comments. Circulation to the Accessibility Advisory Committee (AAC) is also done where deemed appropriate. Standard AAC requirements and comments are included in Appendix L. Additional Committees may be circulated depending on specific development-related matters. Please consult the Supervisor, Development Services for more information. It is up to the proponent to apply for SVCA permits separately.

Flow Chart in Appendix A.

Application

After the pre-consultation meeting, the developer shall fill out an application form (using the form included in Appendix M) to be submitted either ahead of the 1st submission or with the 1st submission.

Drawings and Plans Review

All required information listed below must be submitted with each engineering submission or the submission may not be reviewed. All submissions shall be in accordance with the Development Standards contained in Appendix J or, if relevant, the Highway 21 Corridor Design Guidelines contained in Appendix K.

1st submission

A complete first submission is required to be submitted by the Developer to the Supervisor, Development Services and shall include the applicable engineering administration fee as specified in the fees & charges by-law. Any submissions found to be incomplete may not be reviewed. One digital submission (high quality PDF) and two



complete rolled sets of engineering drawings must be submitted to the Supervisor, Development Services for distribution to the other groups.

- Site Plan with Site Statics
- Existing Conditions and Removal plans
- Site Grading plan
- Site Servicing Plan
- Landscaping Plan
- Lighting Plan, including photometrics
- Building elevations, including colour detailing and roof top HVAC details
- Signage plan

Further drawings may be required and will be identified during pre-consultation.

In addition to the above, one (1) complete copy of the following shall be submitted to the Supervisor, Development Services:

- Completed Application form
- list of all drawings to be included as part of the Site Plan Agreement
- list of all easements to be granted and all property to be conveyed to the Town

Two (2) copies, both paper and digital (high quality PDF), of the following:

- Stormwater Management Report;
- Design Brief, outlining how the submission has addressed the relevant Design Guidelines
- Geotechnical Investigation (one (1) copy), if required;
- Environmental Site Assessment and Record of Site Condition (if required)

The first submission drawing sets shall be distributed by Supervisor, Development Services to relevant staff. The drawings will be reviewed by the various departments and all comments will be sent to the Supervisor, Development Services who will consolidate all the comments. A marked up copy of the drawings and/ or reports along with a letter consolidating all comments and issues will be sent to the Developer. The Developer shall revise the drawings as per the Town comments and resubmit them as a second submission. If the Developer has any questions or concerns regarding the first submission comments and mark ups from the Town, a meeting request or discussion can be held with staff. If there are no comments or concerns, a letter approving the drawings will be sent to the Developer.



2nd and subsequent submissions

The second and subsequent submissions shall be a revision of the previous submission based on the Town's comments. The Developer shall submit the second submission to Supervisor, Development Services once the revisions have been made. A letter from the Developer addressing the comments and concerns sent by the Town as part of the first submission drawings and reports review shall also be submitted with the second submission drawings. This letter shall include a description of any additional changes made by the Consultant.

After final approval by the Town of the aforementioned submissions, the following is required:

- Two (2) complete sets of drawings;
- One (1) CD of the digital copy of all drawings in *.PDF format.

The above are required for approval of the engineering drawings.

Pre-Servicing Agreement

For reference in this subsection, please refer to the sample Pre-Servicing Agreement in Appendix G.

While there is no formal application for Pre-Servicing Agreement, the Developer may request a Pre-Servicing Agreement to facilitate the servicing of the lands to be developed while carrying out the requirements for Site Plan Approval.

Fees & Deposits

Fees are established in the Fees & Charges By-law and shall be calculated by the Supervisor, Development Services and communicated to the Developer, to be paid prior to any review of the submission material.

The Developer shall also provide as cash a deposit for engineering purposes in the amount of \$15,000.00. At the discretion of the Director, a larger security may be required due to the complexity and/or size of the development to a maximum of \$50,000.

It is not the intention of the Town to use these deposits except in exceptional circumstances, such as a reasonably clear and intentional breach of the Pre-Servicing Agreement by the Developer.

These deposits shall be returned to the Developer once the Site Plan Control Agreement is executed and securities pursuant to the Site Plan Control Agreement have been provided.



Approval & Agreement

The Director, Infrastructure & Development Services shall have final authority on the approval of all works in the pre-servicing agreement and shall advise the Supervisor, Development Services when the drawings/plans have been approved. Once approved, the Developer shall advise the Supervisor, Development Services that the Pre-Servicing Agreement (Appendix G) is satisfactory. The Supervisor, Development Services shall include the Pre-Servicing Agreement on the next available Committee of the Whole Agenda/Planning Committee for consideration. If Committee of the Whole/Planning Committee recommend authorizing the entering into of the Pre-Servicing Agreement, the Agreement shall be executed by the Developer and securities and deposits provided to the Town. Once completed, the Agreement shall be placed on the next available Council agenda for by-law passage.

When the by-law is passed, the Developer may begin work pursuant to the Pre-Servicing Agreement.

Site Plan Control Agreement

For reference in this subsection, please refer to the sample Site Plan Agreement in Appendix H.

Legal Description

The Developer shall instruct their solicitor to provide the Town with a legal description with PIN, for inclusion of the Site Plan Agreement. The developer shall provide a reference plan for any easements within the site.

Approved Drawings

Drawings approved in the Site Plan Review stage shall be incorporated into the Site Plan Agreement. Infrastructure & Development Services staff shall advise the Supervisor, Development Services, and they shall, in turn, advise the developer that they are the approved drawings.

The Supervisor, Development Services, shall include a list of the approved drawings in the Site Plan Agreement.

Special provisions

Any negotiated special provisions shall be integrated in the Site Plan Agreement.



Fees & Deposits

Fees are established in the Fees & Charges By-law and shall be calculated by the Supervisor, Development Services and communicated to the Developer, to be paid prior to any review of the submission material.

The Developer shall also provide as cash a deposit for legal/engineering/peer review purposes in the amount of \$1000.00. The deposit shall be maintained and be used to pay for the actual cost of the intended services. If the deposit is used, the Developer will be invoiced to ensure the deposit is maintained at the required amount.

This deposit shall be returned to the Developer once the site plan works have been completed pursuant to the site plan agreement.

Securities

Standard securities for site plans are \$1.00 per square foot of the gross ground floor area of all buildings and structures proposed for the application.

The applicant shall also provide securities in the amount of 100% of the cost of any external works.

The applicant shall submit enough information for the Town to confirm the appropriate securities to be provided to the Town. The Town may hold cash or a letter of credit as securities for a site plan agreement.

Securities are released pending the receipt of a letter from the developer's engineer confirming all works have been completed and the completion of an inspection by the Town's Infrastructure and Development Services Department to confirm the developer's engineer's findings.

When confirmed Supervisor, Development Services will forward a memo to Finance staff to advise the bank to reduce the letter of credit.

Timing of Completion of Works

All site works shall be completed within 1 year of the execution of the Site Plan Agreement, unless an otherwise mutually agreed upon date is selected.

Registration

The Clerk of the Town shall provide instructions and any necessary direction to the Town solicitor with respect to the registration of the site plan agreement.

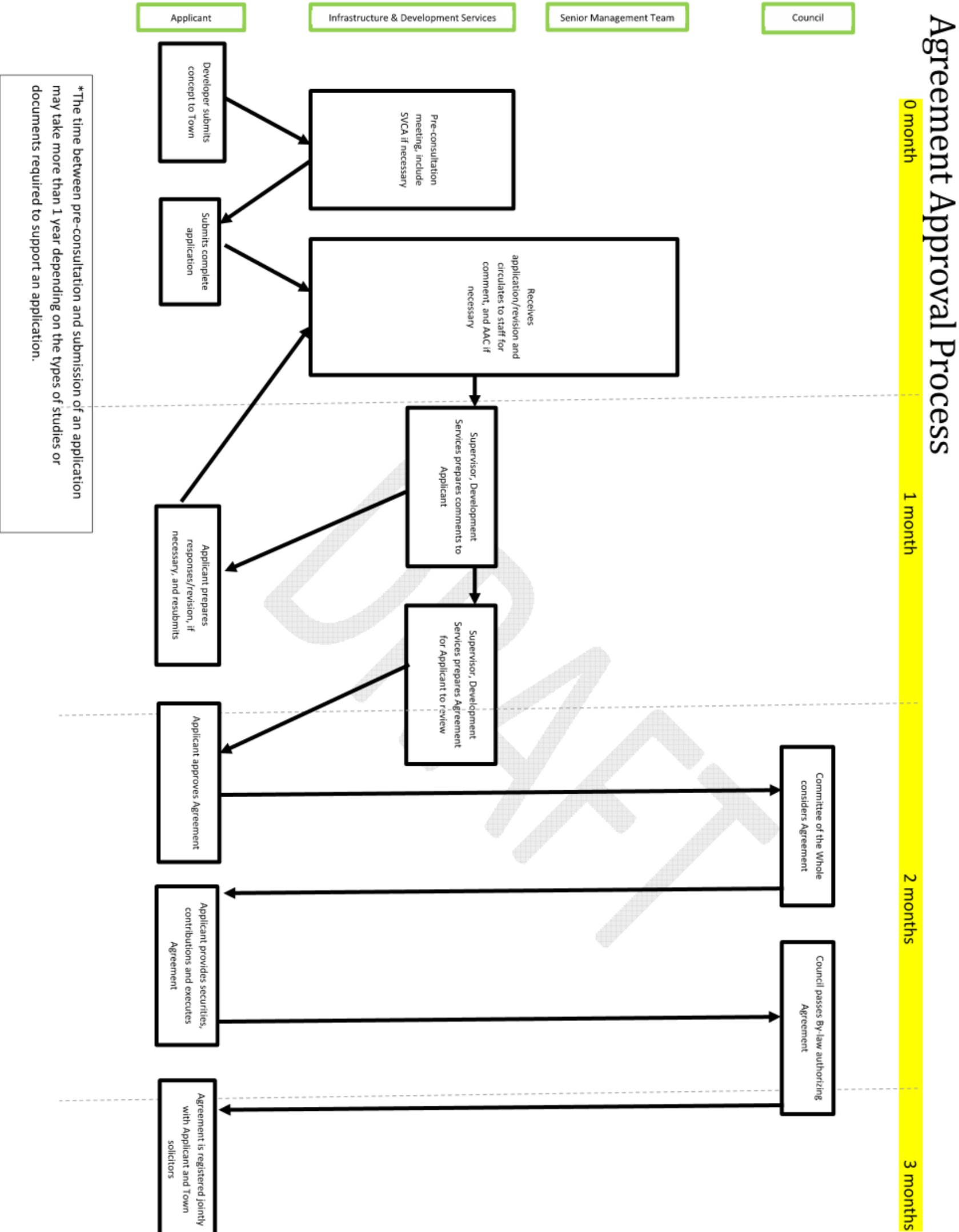


Other
None



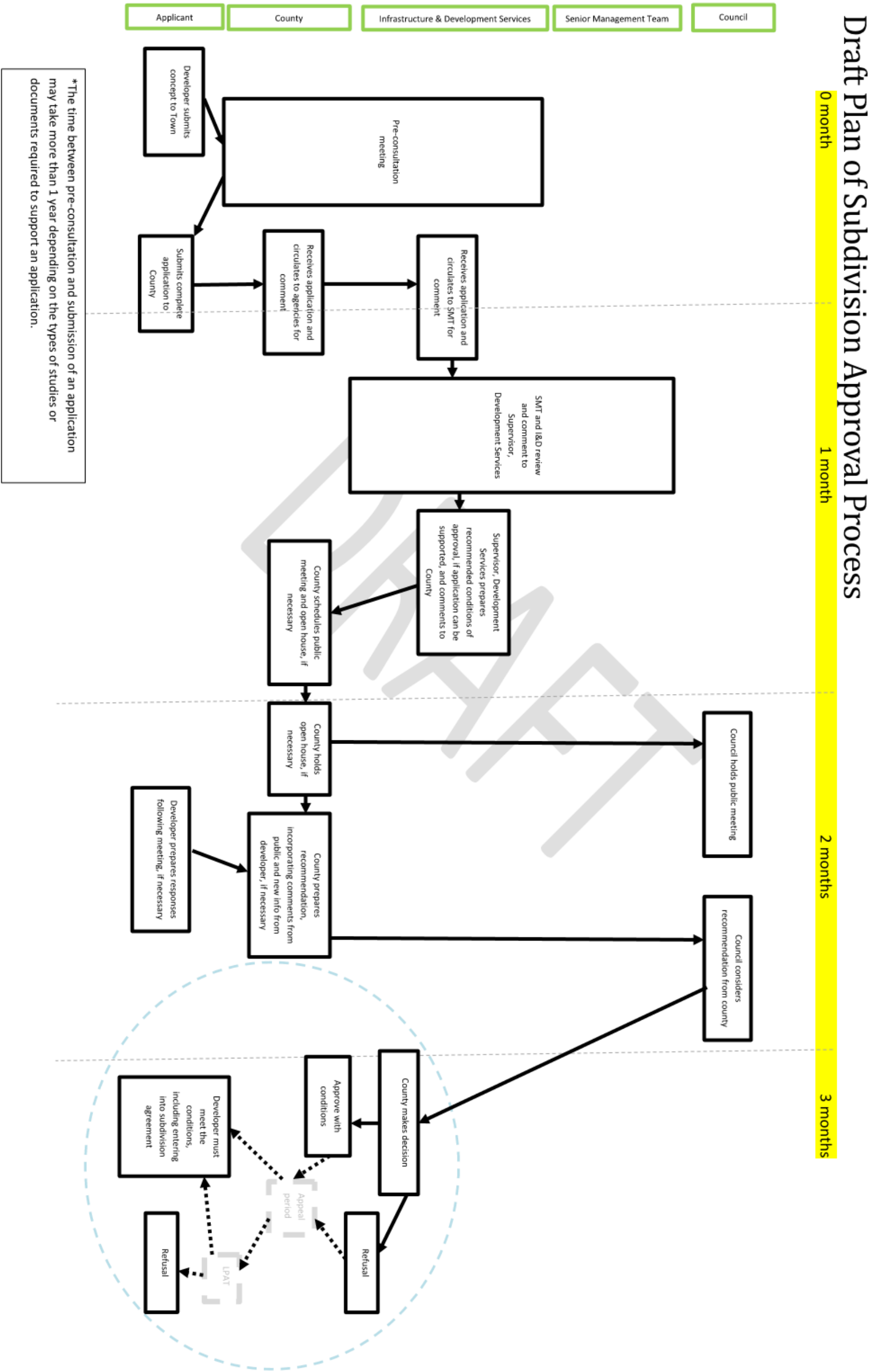
Appendix A – Process Flow Charts

Site Plan Agreement and Subdivision Agreement Process
may also be used for Pre-servicing Agreement Process





Draft Plan of Subdivision/Condominium Approval Process



Appendix B – Sample Cost Estimate

DRAFT

SAMPLE COST ESTIMATE

Project No. 00101									June 4, 2018	
Table 1										
Construction Cost Estimate										
Town of Saugeen Shores										
Item	Preliminary Cost Estimate Summary								Total	
1.0	General Construction Items and Removals								\$117,939.15	
2.0	Watermain and Appurtenances								\$295,020.00	
3.0	Storm Sewer and Appurtenances								\$336,825.00	
4.0	Road Works								\$369,608.61	
5.0	Electrical								\$34,200.00	
6.0	Engineering (5%)								\$57,679.64	
Total Subdivision Cost Estimate									\$1,211,272.40	
1.0	General Construction Items and Removals				Quantity	Unit	Unit Price		Total	
1.01	Mobilization/ Demobilization				100%	LS	\$4,500.00		\$4,500.00	
1.02	Clearing and Grubbing				100%	LS	\$50,000.00		\$50,000.00	
1.03	Topsoil Stripping - Road Allowance (POP)				9,510	m ²	\$3.95		\$37,964.50	
1.04	Topsoil Stripping - Storm Sewer Easement (POP)				2,689	m ²	\$1.85		\$4,974.65	
1.05	Load & Haul Surplus Native Material Off-site (Provisional)				100	m ³	\$9.00		\$900.00	
1.06	Materials Testing				100%	LS	\$12,000.00		\$12,000.00	
1.07	Supply, Install, Maintain & Remove Temporary Mud Mat (Provisional)				2	Each	\$1,750.00		\$3,500.00	
1.08	Traffic Control				100%	LS	\$4,500.00		\$4,500.00	
Total Section 1.0									\$117,939.15	
2.0	Watermain and Appurtenances				Quantity	Unit	Unit Price		Total	
2.01	Dewatering (Well Points)				350	m	\$200.00		\$70,000.00	
2.02	250mm dia. PVC DR 18 Watermain				382	m	\$195.00		\$74,490.00	
2.03	250mm dia. Gate Valve				3	Each	\$3,100.00		\$9,300.00	
2.04	200mm dia. PVC DR 18 Watermain				478	m	\$135.00		\$64,530.00	
2.05	200mm dia. Gate Valve				3	Each	\$2,150.00		\$6,450.00	
2.06	19mm dia. Water Services				30	Each	\$975.00		\$29,250.00	
2.07	Fire Hydrant c/w Hydrant Sign & Test Box				5	Each	\$6,200.00		\$31,000.00	
2.08	Commission Watermain				100%	LS	\$2,500.00		\$2,500.00	
2.09	Connect to Existing Watermain				1	Each	\$7,500.00		\$7,500.00	
Total Section 2.0									\$295,020.00	
3.0	Storm Sewer and Appurtenances				Quantity	Unit	Unit Price		Total	
3.01	750 mm dia. HDPE Storm Sewer				67	m	\$300.00		\$20,100.00	
3.02	600 mm dia. HDPE Storm Sewer				170	m	\$280.00		\$47,600.00	
3.03	450 mm dia. HDPE Storm Sewer				105	m	\$180.00		\$18,900.00	
3.04	375 mm dia. HDPE Storm Sewer				145	m	\$165.00		\$23,925.00	
3.05	300 mm dia. HDPE Storm Sewer				300	m	\$155.00		\$46,500.00	
3.06	600 x 600 mm Precast Concrete Catchbasin				7	Each	\$1,900.00		\$13,300.00	
3.07	600 x 1450 Precast Concrete Twin Inlet Catchbasin				1	Each	\$2,800.00		\$2,800.00	
3.08	600 x 600 mm Precast Concrete Ditch Inlet Catchbasin				1	Each	\$2,150.00		\$2,150.00	
3.09	1200 mm dia. Precast Concrete Catchbasin Manhole				7	Each	\$3,350.00		\$23,450.00	
3.10	1500 mm dia. Precast Concrete Twin Inlet Catchbasin Manhole				1	Each	\$4,850.00		\$4,850.00	
3.11	1200 mm dia. Precast Concrete Manhole				3	Each	\$3,250.00		\$9,750.00	
3.12	1500 mm dia. Precast Concrete Manhole				2	Each	\$4,650.00		\$9,300.00	
3.13	1800 mm dia. Precast Concrete Manhole				2	Each	\$6,850.00		\$13,700.00	
3.14	Supply & Install Oil Grit Separator (OGS)				1	Each	\$45,100.00		\$45,100.00	
3.15	Supply & Install 150 mm dia. Storm Sewer Lateral				29	Each	\$1,000.00		\$29,000.00	
3.16	Supply & Place 150 mm Perforated Subdrain				450	m	\$18.00		\$8,100.00	
3.17	Supply & Place Rip Rap c/w Geotextile				120	m ²	\$75.00		\$9,000.00	
3.18	Supply & Place 4.0m of 600 mm dia. CSP & Connect to New Storm Sewer				100%	LS	\$1,500.00		\$1,500.00	
3.19	Regrading of Existing Ditch				20	m	\$65.00		\$1,300.00	
3.20	Supply, Install, Maintain and Remove Silt Fence				650	m	\$10.00		\$6,500.00	
Total Section 3.0									\$336,825.00	
4.0	Road Works				Quantity	Unit	Unit Price		Total	
4.01	Earth Excavation				100	m ³	\$8.00		\$800.00	
4.02	Granular 'B'				4,090	Tonne	\$13.00		\$53,170.00	
4.03	Granular 'A'				2,100	Tonne	\$16.00		\$33,600.00	
4.04	Excavation of Fill From On-Site Borrow Area (Provisional)				4,500	m ³	\$7.75		\$34,875.00	
4.05	HL-4 Hot Mix Asphalt (50 mm Base Course, includes Road Crossing Restoration)				590	Tonne	\$101.93		\$60,138.70	
4.06	HL-3 Hot Mix Asphalt (40 mm Surface Course, includes Road Crossing Restoration)				487	Tonne	\$101.93		\$49,639.91	
4.07	Supply and Install Concrete Mountable Curb and Gutter (OPSD 600.100)				1,100	m	\$42.75		\$47,025.00	
4.08	Supply and Install 1.5m Concrete Sidewalk				867	m ²	\$55.00		\$47,685.00	
4.09	Topsoil, seed and mulch				1,795	m ²	\$5.00		\$8,975.00	
4.10	Dust Control				100%	LS	\$1,000.00		\$1,000.00	
4.11	Supply and Install Traffic Signs				8	Each	\$300.00		\$2,400.00	
4.12	Preparation of Subgrade, Boulevard & Storm Overflow Swale				100%	LS	\$2,500.00		\$2,500.00	
4.13	Full Depth Asphalt Removal				200	m ²	\$4.00		\$800.00	
4.14	Preparation and Restoration of Borrow Area (Provisional)				100%	LS	\$3,500.00		\$3,500.00	
4.15	Supply and Place Electrical Duct Crossings				100%	LS	\$13,000.00		\$13,000.00	
4.16	Construct Stone Dust Trail				300	m ²	\$35.00		\$10,500.00	
Total Section 4.0									\$369,608.61	
5.0	Electrical				Quantity	Unit	Unit Price		Total	
5.01	Streetlights				9	each	\$3,800.00		\$34,200.00	
Total Section 5.0									\$34,200.00	
Notes:										
1. The Estimate of Construction costs is provide for budgetary purposes only. This is not to be interpreted as a guarantee by Cobide Engineering Inc. of the actual construction costs.										

Appendix C – Sample Letter of Credit

SAMPLE LETTER OF CREDIT

Place & Date of Issue:

LETTER OF CREDIT NO.:

APPLICANT REFERENCE NO.:

APPLICANT: *(Name and Address of Applicant)*

BENEFICIARY: The Corporation of the Town of Saugeen
Shores

600 Tomlinson Drive
P.O. Box 620
Port Elgin, Ontario N0H 2C0

AMOUNT: CAD(00000.00)
(Zero Thousand and 00/100 Canadian Dollars)

DATE OF EXPIRY:

We hereby authorize you to draw on *(Name of Financial Institution)*, *(City)*, Ontario for account of the above-mentioned applicant up to the above aggregate amount available by draft(s) at sight as follows:

Pursuant to the request of the applicant we, *(Name of Financial Institution)*, hereby establish and give to you an irrevocable Standby Letter of Credit in your favour in the above-mentioned total amount which may be drawn on by you at any time and from time to time upon written demand for payment made upon us by you which demand we shall honour without enquiring whether you have a right as between yourselves and the said applicant to make such demand and without recognizing any claim of the said applicant.

Provided, however, that you are to deliver to *(Name of Financial Institution)*, *(City)*, Ontario at such time as written demand for payment is made upon us, the original Standby Letter of Credit for our endorsement of any payment thereon and a certificate signed by your agreeing and/or confirming that monies drawn pursuant to this Standby Letter of Credit are to be and/or have been expended pursuant to obligations incurred or to be incurred by you in connection with Part (#), of Registered Plan (3R-), Application No. (), Re: *(Name of Development)*.

The amount of this Standby Letter of Credit may only be reduced by drawings endorsed hereon or as advised by notice in writing given to us by you.

This Standby Letter of Credit will expire at our counters at *(Name of Financial Institution)*, *(City)*, Ontario on the above-mentioned expiry date.

It is a condition of this Standby Letter of Credit that it shall be deemed to be automatically extended, without amendment, for one year from the present or any future expiration date hereof, unless thirty days prior to any such date we shall notify you in writing by registered mail that we elect not to consider this Standby Letter of Credit renewed for any such additional period. Upon receipt by you of such notice, you may draw hereunder by means of your sight draft(s) accompanied by your written certification that the amounts drawn will be retained and used by you to meet obligations incurred or to be incurred in connection with the above; further, that you will release any amount(s) not required by you to the applicant.

Partial drawings are permitted.

The drafts drawn under this Standby Letter of Credit are to state on their face that they are drawn under *(Name of Financial Institution)*, *(City)*, Ontario, Standby Letter of Credit mentioning its number and date.

We hereby agree that drafts drawn under this Standby Letter of Credit will be duly honoured upon presentation provided that all terms and conditions of the Standby Letter of Credit have been complied with.

This Standby Letter of Credit is subject to the “Uniform Customs and Practice for Documentary Credits (1983 Revision) International Chamber of Commerce, Publication No. 400” and engages us in accordance with the terms thereof.

(Name of Financial Institution)

COUNTER SIGNATURE

AUTHORIZED SIGNATURE

Appendix D – Sample Subdivision Pre-Servicing Agreement

SAMPLE SUBDIVISION PRE-SERVICING AGREEMENT

This Agreement made in triplicate this _____th day of _____, 2019

B E T W E E N:

[insert owner name]

(hereinafter collectively called the “Owner”)

OF THE FIRST PART

- and -

THE CORPORATION OF THE TOWN OF SAUGEEN SHORES

(hereinafter called the “Town”)

OF THE SECOND PART

WHEREAS the Owner is the owner of the lands in the Town of Saugeen Shores, in the County of Bruce, described in Schedule “A” hereto (the “Lands”);

AND WHEREAS the Owner proposes to subdivide the lands and is proceeding with a plan of subdivision, engineering drawings and a Subdivision Agreement;

AND WHEREAS the Owner warrants that it has received draft plan approval from The Corporation of the County of Bruce for the approval of [name of subdivision] plan of subdivision (the “Plan”);

AND WHEREAS the Owner intends to immediately commence with the installation of underground services and/or storm drainage work and/or road works for the subdivision as further described in the plans, drawings and reports listed in Schedule “B” (the “Works”) prior to the execution and the registration of the Subdivision Agreement, and final approval and the registration of the Plan;

AND WHEREAS the Parties hereto have entered into this Subdivision Pre-Servicing Agreement (the “Agreement”) for the purpose of defining the terms and conditions upon which the construction, installation and provision of the Works will be carried out internal to the subdivision;

AND WHEREAS the Owner has obtained written approval of various agencies, including the Ministry of the Environment, the Saugeen Valley Conservation Authority, the Ministry

of Natural Resources, the Ministry of Transportation and the Ministry of Citizenship and Culture to the satisfaction of the Town in so far as these agencies and their comments and requirements relate to the construction, installation or provision of the Works;

AND WHEREAS the Owner acknowledges that written confirmation from various utility companies that satisfactory agreements or arrangements have been reached for the provisions of their respective services is required prior to execution of the Subdivision Agreement.

NOW THEREFORE, this Agreement witnesseth that in consideration of the covenants herein contained, and other good and valuable consideration, the Parties hereto covenant and agree as follows:

PRE-SERVICING AT OWNER'S RISK

1) The Owner acknowledges and agrees that the installation, construction or provision of the Works to the Lands or external to the Lands is at its sole and complete risk. The Owner acknowledges and agrees that, should the Plan for this development for any reason be refused, final approval and the Plan is not registered, any pre-servicing authorized under this Agreement shall cease and the Owner agrees to accept full responsibility and obligation, financial and otherwise, for all servicing provided and Works that have been constructed or installed. Should the Plan be refused final approval, the Owner agrees to remove any or all Works or portions of Works if so requested by the Town and to rectify any situation including all making restoration as a result of construction to the satisfaction of the Town, if requested by the Town to do so.

MODIFICATIONS MAY BE REQUIRED TO ENGINEERING DRAWINGS AND PLANS

2) The Owner acknowledges and agrees that the engineering design drawings and plans as submitted have been conditionally accepted by the Town. The Owner agrees that it may be required to make modifications and alterations and to relocate and reconstruct some or any portions of the Works at its sole cost and expense, due to site conditions or unforeseen circumstances.

WRITTEN ACCEPTANCE OF PRE-SERVICING BY TOWN REQUIRED

3) The Owner acknowledges and agrees that the Works for which pre-servicing may proceed must be approved in writing by the Town, and that only those Works that have been approved in writing may be constructed in accordance with the provisions of this Agreement and all other requirements of the Town and its engineers.

TOWN MAY REQUIRE PRE-SERVICING TO STOP

4) The Owner acknowledges and agrees that if the Works, as set out in the engineering design drawings, are not being carried out in an acceptable manner and the development of the Plan is not proceeding expeditiously to the satisfaction of the Town, the Town, acting reasonably, will have the right to require the Owner to cease any or all construction activities, by written notice to the Owner in accordance with Clause 24 of this Agreement.

ESTIMATED COSTS

5) The Owner acknowledges and agrees that the total estimated costs of the Works to be constructed pursuant to this Agreement are set out in Schedule “C”. The Owner acknowledges and agrees that Schedule “C” is only a preliminary estimate and that additional work may be required prior to the acceptance of the Works by the Town. The Owner further acknowledges that the amounts set out in Schedule “C” are estimates only and that the actual cost will be based on tender prices.

PROFESSIONAL ENGINEER

6) The Owner covenants and agrees to retain a consulting Professional Engineer (the “Engineer”), skilled and experienced in municipal work, to design, supervise, layout, inspect and certify the works, and to be responsible to the Town for the design, supervision, layout, inspection, maintenance and remedies until the time of final acceptance of the Works. The engineer shall maintain records and provide “record plans” to the Town for works undertaken and provide payment certificates for substantial performance under the Construction Lien Act.

COSTS OF CHECKING PLANS AND SPECIFICATIONS

7) The Owner agrees to pay the Town and/or its agent the ongoing reasonable costs for legal, planning, administrative, public works and engineering costs for the checking and verification of plans and specifications, and for the inspection of the Works on behalf of the Town.

AT OWNER’S COST

8) Every provision of this Agreement by which the Owner is obligated in any way is deemed to include the words “at the expense of the Owner and to the Town’s satisfaction”, unless specifically stated otherwise.

TOWN TO HAVE UNRESTRICTED ACCESS TO LANDS

9) The Owner agrees to permit unrestricted access to the Lands to the Town and its agents and to the various authorities involved with approval of the Plan and construction of the Works for the purpose of inspection of the construction activities and the Works.

REGULAR MUNICIPAL INSPECTIONS

10) The Town will make regular site inspections as deemed necessary to ensure that construction methods conform to acceptable engineering practice and in accordance with the accepted drawings and specifications. If, in the opinion of the Town, acceptable supervision is not being provided or construction is not satisfactory, the Town will have the authority to order that construction operations cease by providing written notice to the contractor in charge of the construction or to the Owner's Engineer. A copy of this clause shall be delivered by the Owner to each and every contractor engaged for construction of the Works and to the Engineer.

SILTATION AND EROSION CONTROL

11) The Owner agrees to complete the Works as required by the agencies where they relate to pre-servicing and construction activities and to provide and maintain all siltation and erosion control facilities during and after construction to the satisfaction of the Town, the Conservation Authority for the entirety of the lands.

OWNER'S SOLELY RESPONSIBLE FOR DESIGN, PLANS AND SPECIFICATIONS

12) Notwithstanding any acceptance of the engineering design given by the Town, neither the Town nor the Consulting Engineer retained by the Town shall in any way be responsible for the design drawings, plans or specifications and the Owner shall bear sole responsibility for the soundness of the engineering design and for ensuring that the Works required to be constructed will function as intended and will be compatible with the final approved services.

NO CONNECTION TO MUNICIPAL SERVICES

13) The Owner expressly covenants and agrees not to connect any Works to any municipal or public services on any Town or public right-of-way, except as may be permitted by the Director of Infrastructure and Development Services, or designate.

NO WORK ON LANDS NOT OWNED BY OWNER WITHOUT WRITTEN CONSENT

14) The Owner acknowledges and agrees that no work shall be carried out on lands not owned by it without the written consent of the owner of such lands and that such consent shall be forthwith filed with the Town.

OTHER APPROVALS

15) The Owner agrees that it shall forthwith obtain any and all other governmental approvals necessary for the Works and that it shall submit to the Town all the normal and usual plans and documents that may be required by the Town.

STORMWATER FLOWS AND SEDIMENT WASH-OFF

16) The Owner covenants and agrees to take any and all necessary steps, to the satisfaction of the Town, to ensure that storm water flows and sediment wash-off is controlled to the extent that downstream lands are protected from nuisance and/or damage.

INSURANCE

17) (a) The Owner agrees to file with the Town, prior to commencement of the Works provided for in this Agreement, a public liability insurance policy in an amount of no less than five million dollars (\$5,000,000.00) (subject to the Town's right to set higher limits if it considers necessary) naming the Town and the Engineer, as co-insured, for insurance against all damages or claims for damages. The form, content and type of insurance policy are to be subject to approval by the Town. The Owner shall keep the aforesaid insurance policy in effect until the guaranteed maintenance period has expired and the Works have been assumed by the Town.

(b) The premiums for the insurance policy shall initially be paid for a period of one (1) year. Upon execution of this Agreement and prior to commencement of each policy year the Owner shall provide a copy of the policy to the Town indicating full payment.

(c) The issuance of the policy of insurance shall not be construed as relieving the Owner from responsibility for other or larger claims, if any, for which it may be held responsible.

TREE REMOVAL

18) The Owner shall remove only those trees required for the installation of Works comprising underground services, as determined in the field by the Engineer and as approved by the Town in writing.

SECURITY

19) (a) In order to guarantee the due performance of its covenants in this Agreement, the Owner shall, prior to execution of this Agreement, provide the Town with

a Letter of Credit (“Letter of Credit”) or cash security in addition to any monies previously deposited with the Town in the amount of 20% of the total estimated cost of the entire Works within the limits of the Plan and 100% of the total cost of the entire Works external to the Plan.. The estimated value of the Works is outlined in Schedule “C”

The Letter of Credit or cash security shall comprise of an irrevocable letter of credit from a Canadian Chartered Bank issued in accordance with terms satisfactory to the Town’s Treasurer in the form set out in Schedule “D” and shall provide that if in the sole opinion of the Town, there is a default under the terms of this Agreement the Letter of Credit or cash security may thereupon be drawn or cashed in whole or in part.

Except as may be permitted by the Director of Infrastructure and Development Services, or designate, the Owner acknowledges and agrees that no reduction in the amount of the Letter of Credit filed by the Owner with the Town in accordance with the terms of this Agreement shall be permitted until such time as the Owner has entered into a Subdivision Agreement with the Town for the Lands. Thereafter, any reductions in the Letter of Credit posted by the Owner shall be completed in accordance with the terms of the said Subdivision Agreement.

Prior to Registration of any Subdivision Agreement, securities shall be revised to represent 100% of the cost of uncompleted works, and 10% for complete works within Phase 1. Complete works will be defined as works which have been accepted by the Town as acceptable to be placed on the Maintenance period.

DEPOSIT

20) (a) Prior to execution of this Agreement, the Owner shall deposit with the Town a cash deposit in the amount of 2% of the cost of the Phase 1 Works, as outlined in Schedule “C”, for engineering fees for the review of drawings and supervision of the performance of the Works to a maximum of \$50,000.00 and a cash deposit of \$10,000.00 in respect of Town’s legal costs attributable to this Agreement and other legal advice related to the development contemplated by this Agreement. The Owner agrees to reimburse the Town for all legal costs incurred.

(b) The Owner agrees that any accounts relating to engineering and legal work that are not covered by the deposit must be paid within thirty (30) days of submission by the Town and, if not paid within thirty (30) days, the Town shall, at its discretion, be entitled to draw on the aforementioned Letter of Credit or cash security for payment of any outstanding accounts plus an administration fee of \$100.00 per outstanding account together with interest at the rate of the prime rate of the Town’s Bank from the date the

invoice was first issued. If the Town draws on the Letter of Credit to pay any outstanding accounts, the Owner is considered to be in default of this Agreement in which case, the Town, at its sole discretion, may issue a stop work order and the Owner agrees that no work may proceed until such time as the Letter of Credit is increased to its original amount.

LIMITED CONSTRUCTION ACCESS

21. The Owner covenants and agrees to:

limit construction access to such roads as the Town may determine from time to time;

maintain all access roads in good repair at all times and meet all the requirements of the Town's Infrastructure and Development Services Department if public roadways are involved; and

provide dust control in order to prevent any dust problem to traffic or home occupants.

provide nightly access to the residences/properties during the construction period, if necessary.

provide notification to residents for service disruptions at least 48 hours in advance of such service disruptions.

Within reason, accommodate local traffic to the best of the Owner's ability.

coordinate all on site requirements from the Town, Ontario Clean Water Agency, other utilities as necessary and to host a pre-construction meeting with all relevant parties.

post a construction signs(s) per provincial standards.

complete a road closure application for notification to emergency services, if necessary.

SIGNAGE

22. The Owner agrees to construct, at its expense, signs at each access point to the Lands stating that the property is "PRIVATE PROPERTY" and "NO ACCESS IS PERMITTED AT ANY TIME". The signs shall be at least 1.2 metres by 1.2 metres and the lettering and colouring shall be to the Town's satisfaction. The signs shall not be removed until the Subdivision Agreement has been executed at which time signs as required by the Subdivision Agreement must be posted in their place. The Owner acknowledges that all roads on the Lands are private roads and the Town is under no obligation to assume or maintain them.

TOWN NOT OBLIGATED TO COMPLETE ANY OUTSTANDING WORKS

23. The Owner agrees that should it fail to complete any of the Works contemplated by this Agreement, the Town is under no obligation whatsoever to complete all or any portion of the Works but the Town has the right to complete the Works if it chooses to. Notwithstanding the foregoing, the Owner agrees that the Town shall, at its sole discretion, have the right to enter onto the Lands to take whatever action it deems necessary to safeguard the health and welfare of the residents of the Town including, but without limiting the generality of the foregoing, to filling in holes, blocking off access, posting signs and leveling terrain, at the Owner's expense. The Owner further agrees to indemnify the Town, its agents or servants, from any and all claims that may arise as a result of any actions taken by the Town pursuant to this clause.

NOTICE

24. Where this Agreement requires notice to be delivered by one party to the other, such notice shall be in writing and delivered either personally or by facsimile transmission by one party to the other party at their addresses and facsimile numbers noted below. Such notice shall be deemed to have been given, if by personal delivery, on the date of delivery, and if by facsimile transmission or e-mail, on date of delivery of electronic confirmation of receipt obtained:

(a) To the Town:

The Corporation of the Town of Saugeen Shores

P.O. Box 820

600 Tomlinson Drive

Port Elgin, ON

N0H 2C0

Attention: Linda White, Clerk

Phone: (519) 832-2008

Fax: (519) 832-2140

(b) To the Owner:

[mailing address]

Attention:

Phone:

or such other address as the Owner has provided to the Town Clerk in writing and any notice faxed or delivered shall be deemed good and sufficient notice under the terms of this Agreement.

INDEMNITY

25. (a) The Owner agrees to indemnify and save harmless the Town and its agents or servants against all actions, causes of action of any kind including causes of action of negligence, suits, claims and demands whatsoever in tort, contract or otherwise which may arise either directly or indirectly by reason of the Owner undertaking pre-servicing pursuant to this Agreement.

(b) It is specifically understood and agreed that inspections of any aspect of construction, review by the Town or any damage or interference resulting from winter road maintenance or any other works or actions undertaken by the Town, its agents or servants (which are hereinafter specifically agreed to be acting as agents of the Owner with respect to such work) shall impose no liability upon the Town to the Owner and the Owner specifically agrees that it will make no such claim.

SEVERABILITY

26. If any of the provisions of this Agreement are found by a court of competent jurisdiction to be unenforceable it shall not affect the enforceability of each and every other clause contained herein.

TRANSFER OF OWNERSHIP

27. In the event of any transfer of any beneficial ownership of interest in the Lands or in the event of any change in the ownership of the principals of the Owner, then, at the sole discretion of the Town, this Agreement may be terminated upon written notice by the Town being provided in accordance with Clause 24.

NOT BINDING ON SUCCESSORS AND ASSIGNS

28. This Agreement shall be binding on the Parties hereto but unless this Agreement is registered in accordance with the requirements of the Town pursuant to Clause 30 of this Agreement, it shall not enure to the benefit of their successors and assigns.

SCHEDULES

29. The following schedules attached hereto form an integral part of this Agreement:

Schedule “A” – Legal Description of the Lands;

Schedule “B” – Drawings and Reports;

Schedule “C” – Estimated Construction Costs; and

Schedule “D” – Form of Letter of Credit

REGISTRATION OF AGREEMENT

30. The Owner covenants and agrees that this Agreement and any schedules attached hereto may be registered upon title to the Lands and that such registration shall be at the instance of the Town and at the Town’s sole and absolute discretion. The Owner further covenants and agrees to pay all costs associated with the preparation and registration of this Agreement, as well as all other costs incurred by the Town as a result of the registration of any other documents or instruments pertaining to this Agreement, including but not limited to, any amendment thereto.

NO FETTERING OF DISCRETION

31. Notwithstanding any other provision of this Agreement, the Owner expressly acknowledges and agrees that none of the provisions of this Agreement (including a provision stating the parties’ intention) is intended to operate, nor shall have the effect of operating, in any way to fetter the discretion of the Town and its Council in the exercise of any of its discretionary power, duties or authorities, including without limitation, the authority to approve, approve with conditions or deny draft plan approval of the Plan filed by the Owner. The Owner expressly acknowledges and agrees that it will not obtain any advantageous planning or other consideration or treatment, including approval of a draft plan of subdivision for the Lands, by virtue of it having entered into this Agreement.

NO BUILDING PERMITS UNTIL REGISTRATION OF PLAN

32. Except as may be provided in a model home agreement with the Town, the parties agree that the provisions of this Agreement constitute “other applicable law” pursuant to

the *Building Code Act, 1992*, S.O. 1992, c. 23, as amended, and that the Owner expressly agrees to not apply for any building permits until final approval of the Plan has been obtained and a Subdivision Agreement is registered on title to the Lands and that this provision may be pleaded by the Town in any action or proceeding as an estoppel of any denial of such right.

REQUIREMENTS OF SUBDIVISION AGREEMENT

33. The parties acknowledge that all requirements of any Subdivision Agreement executed pursuant to s.51 of the Planning Act for the subject lands are applicable, except where altered by this Agreement.

RESTRICTIONS TO SERVICING THE LANDS

34. The Owner agrees that servicing of the Lands is not permitted and services are not to be constructed until a separate agreement is entered into and securities are in place in support of that separate agreement.

IN WITNESS WHEREOF the Parties hereto have hereunto affixed their corporate seals under the hands of their officers properly authorized in that behalf.

SIGNED, SEALED & DELIVERED

[corporation]

_____ c/s

Signing officer

President

I have authority to bind the corporation.

THE CORPORATION OF THE TOWN OF SAUGEEN SHORES

Per:

_____ c/s

Luke Charbonneau, Mayor

Linda White, Clerk

SCHEDULE "A"

LEGAL DESCRIPTION OF THE LANDS

PIN: [insert PIN]

[legal description]

Town of Saugeen Shores, County of Bruce.

SCHEDULE "B"

DRAWINGS & REPORTS

List of Drawings

SCHEDULE "C"

ESTIMATED CONSTRUCTION COSTS

SCHEDULE "D"

FORM OF LETTER OF CREDIT

Sample - Letter of Credit to be provided as security to the Town of Saugeen Shores for the completion of all site works as approved in the Pre-Servicing Agreement.

NAME OF BANK

BRANCH OR DEPARTMENT

ADDRESS

DATE _____ LETTER OF CREDIT
NO. _____

TO: The Corporation of the Town of Saugeen Shores

We hereby authorize you to draw on Bank Name and Address, for the account of our customer, _____ up to an aggregate amount of _____00/100 Dollars () available on demand as follows:

Pursuant to the request of our Customer, we Bank Name hereby establish and give to you an irrevocable Standby Letter of Credit (the "credit") in your favour in the total amount of _____00/100 Dollars (____) which may be drawn on by you at any time and from time to time upon written demand for payment made upon us by you, which demand we shall honour without inquiring whether you have a right as between yourself and our Customer to make such demand and without recognizing any claim of our customer.

Provided, however, that you are to deliver to us at such time as written demand for payment is made upon us a certificate purported to be signed by an authorized officer of the Town of Saugeen Shores, agreeing and/or confirming that monies drawn pursuant to this Credit No. _____ will be retained and used by you to meet any obligations in connection with the Agreement.

The amount of this Credit shall be reduced from time to time as advised by notice in writing given to this branch from time to time by you.

This credit will continue to the _____ day of _____, _____ and will expire at the Branch address at the close of banking business on that date.

It is condition of this Credit that it shall be deemed to be automatically extended for one year from the present or any future expiration date hereof, unless 30 days before any such date we notify you in writing by Registered Mail that we elect not to consider this Credit renewed for any such additional period. Upon receipt by you of such notice, you may draw by means of your demand accompanied by your written certification, that the amount will be retained and used by you to meet obligations incurred or to be incurred in connection with the Agreement. Partial drawings are permitted.

Bank

SIGNED

SIGNED

Appendix E – Sample Subdivision Agreement

SAMPLE SUBDIVISION AGREEMENT

TOWN OF SAUGEEN SHORES

and

[landowner]

[subdivision name and phase]

SUBDIVISION AGREEMENT
[subdivision name and phase]

INDEX

1. Order of Procedure
2. Attached Schedules
3. Town's Legal, Planning and Engineering Costs
4. Developer's Expense
5. Developer's Consulting Engineer
6. Developer's Contractor(s)
7. Securities
8. Discharge of Securities
9. Approval of Plans for the Requisite Work
10. Requisite Services
11. Staging of the Services
12. Timing of the Works to be Constructed
13. Notification of Commencement of Construction of the Works
14. Scheduling of Construction of the Works
15. Progress of Construction of the Works
16. Inspection and Acceptance of the Works
17. Statutory Declaration of Accounts Paid
18. Maintenance of Works
19. Final Acceptance of Works
20. Assumption of Services
21. Use of Works By Town
22. Winter Road Maintenance
23. Emergency Repairs
24. Developer's Liabilities
25. Insurance
26. Private Utility Installation and Costs
27. Blasting
28. Access Roads
29. Damages or Changes to Existing Roads, Structures & Services
30. Dust Control
31. Grading and Drainage of the Lands
32. Parkland Dedication or Cash-in-Lieu
33. Blocks / Easements for Municipal Purposes
34. Construction Refuse
35. Replacement of Survey Bars
36. Requirements for Building Permits
37. Restrictive Covenant – Grading, Drainage and Landscaping
38. Lots With Special Provisions

39. Release of Lands
40. Taxes, Local Improvements and Other Charges
41. Grading and Drainage - Responsibility of Developer and Future Owners
42. Pledge of Title to Lands
43. Signs Respecting Assumption of Roads by Municipality
44. Covenants
45. Certificate of Good Standing
46. Legal Notice to the Developer, the Town
47. Tree Preservation and Planting
48. Authority of the Province of Ontario
49. Voiding of this Agreement
50. Registration of this Agreement
51. General
52. Finalization of this Agreement

ATTACHED SCHEDULES

Schedule	"A"	Description of Lands Being Subdivided
Schedule	"B"	Plan of Subdivision
Schedule	"C"	Conditions of Draft Plan of Subdivision
Schedule	"D"	Taxes in Arrears, Local Improvement Charges, Lot Levies and Other Charges
Schedule	"E"	Parkland Dedication or Cash-In-Lieu of Parkland Dedication
Schedule	"F"	Town's Engineering Standards
Schedule	"G"	Itemized Estimate of Cost of Construction of Each Part of the Works
Schedule	"H"	Sample Letter of Credit
Schedule	"I"	Listing of Approved Engineering Drawings
Schedule	"J"	List of Timing of Works to be Constructed
Schedule	"K"	Easements, Blocks, Walkways & 0.3 Metre Reserves to be Granted to the Town

Schedule	“L”	Lots with Special Provisions
Schedule	“M”	Special Provisions to the Agreement

**TOWN OF SAUGEEN SHORES
SUBDIVISION AGREEMENT**

THIS SUBDIVISION AGREEMENT made in quadruplicate this ____th day of _____, 2018.

B E T W E E N:

THE CORPORATION OF THE TOWN OF SAUGEEN SHORES

Hereinafter called the “Town”

AND [landowner]
Hereinafter called the “Developer”

WHEREAS the Developer is the registered owner of the lands described in Schedule “A” to this Subdivision Agreement (hereinafter called the “Lands”) and proposes to subdivide it for the purpose of selling, conveying, it in lots, by reference to a registered plan of subdivision;

AND WHEREAS the Developer warrants that he is the registered owner of the lands and has applied for approval of a plan of subdivision (hereinafter called the “Plan”), a reduced copy of which is annexed hereto as Schedule “B” to this Subdivision Agreement (hereinafter called the “Agreement”)

AND WHEREAS the Plan in Schedule “B” is the Draft Plan of Subdivision;

AND WHEREAS the Town and the Developer are desirous of entering into an Agreement pursuant to Section 51(26) of the Planning Act;

AND WHEREAS the Town requires the Developer to construct and install certain roadways, sewers, watermain, landscaping, drainage, conservation works and any other requirements as provided for in this Agreement (hereinafter referred to as the “Works” or “Services”), and to make financial arrangements with the Town for the installation and construction of the required Works or Services before final approval of the Plan;

AND WHEREAS the Developer is required to make a cash payment to the Town in lieu of Parkland Dedication or dedicate for public purposes certain portions of the lands as Parkland;

AND WHEREAS the Developer is required to meet all conditions of draft approval of the Plan, which are attached as Schedule “C” to this Agreement, prior to final approval and registration of the Plan;

AND WHEREAS the word “Developer”, where used in this Agreement, includes an individual, an Association, a Partnership, or a Corporation, and wherever the singular is used herein; it shall be construed as including the plural;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of other good and valuable consideration and the sum of Two Dollars (\$2.00) of lawful money of Canada, now paid by each of the parties hereto to each of the other parties hereto (the receipt whereof is hereby acknowledged), the parties hereto hereby covenant, promise, and agree with each other as follows;

1. **ORDER OF PROCEDURE**

(a) Upon application to the Town for the preparation of an agreement, the Developer shall:

(i) Pay to the Town the sum equal to \$150.00 per each new lot and block created or a minimum of Three Thousand Dollars (\$3,000.00) which shall be a non-refundable administrative fee payable to the Town and Two Thousand Dollars (\$2,000.00) to cover the initial costs of the Town and such further costs to the Town as referred to in paragraph 3 hereof which shall include the Town’s legal, planning, and engineering costs.

Submit to the Town a General Plan outlining the works to be installed.

(iii) Submit to the Town the written comments and conditions of all agencies including, but not limited to, the relevant local hydro electric provider, Saugeen Valley Conservation Authority, Ministry of Environment, Ministry of Transportation, Grey-Bruce Health Unit.

(b) Prior to signing the Agreement, the Developer shall:

(i) Pay, in full, outstanding taxes or drainage and local improvement charges, if any. - Schedule “D”.

(ii) Pay the amount in lieu of parkland to the Municipality or deposit the Transfers/Deeds of Land for the parkland with the Municipality.

(iii) Submit this agreement, if required, to the Ministry of the Environment and Ministry of Natural Resources and the Saugeen Valley Conservation Authority and any other agencies having authority and provide written approval of the agreement.

(iv) Deposit with the Municipality, an insurance policy pursuant to Paragraph 25 hereof.

(v) Deposit with the Municipality, securities pursuant to Paragraph 7 hereof.

(vi) Have submitted to and obtained the Town's approval of the following, all to be in accordance with the Town's approved Engineering Standards:

(I) The Drainage Plan

(II) The Lot Grading Plan

(III) The Plans and Profiles for all Roadways

The Plans for the Water Distribution System, Sewage Collection System, Surface Water Drainage System and Sidewalks

The Plans for Utility Installation including hydro.

The Town's approved engineering standards applicable to the Plan, layout and controls referred to in this paragraph are annexed hereto as Schedule "F" to this agreement.

(vii) Enter into an Agreement with the relevant local hydro electric provider (i.e., Westario) for the provision of hydro servicing.

(viii) Have submitted to the Town, letters from all utilities outlining the utility's requirements (if any) for the provision of services and the need of easements.

(ix) Have submitted Reference Plans to the Town for easements that will be required to be registered immediately after the registering of the Plan of Subdivision.

(x) Provide signed postponement agreement from any existing mortgagee which allows the registration of this Agreement to be registered in first priority.

(xi) Submit to the municipality, the Ministry of Environment's certificate of approval for the water supply and distribution system and the sewage collection system.

(xii) Provide written confirmation of having obtained the approval for drainage, road crossings, encroachment, etc. of all authorities including the County of Bruce, the Saugeen Valley Conservation Authority, the Ministry of Transportation and any other authority involved.

(c) Prior to the commencement of construction the Developer shall:

Have obtained final approval of the draft plan of Subdivision from the County of Bruce and have obtained registration of the Plan.

Comply with all other requirements of Clause 50.

Have deeded to the Town those blocks/easements listed in Schedules “E” and “K”.

(d) Prior to the sale of a lot, the Developer shall:

(i) Comply with all the requirements of Clause 37 of this Agreement.

Comply with all the requirements of Clause 50 of this Agreement.

That the Developer provide the County of Bruce and the Town with a computer disk containing digitized (.dxf format) copy of the Final Plan.

(e) Prior to the issuance of Building Permits, the Developer shall:

(i) Comply with all the requirements of Clause 36(b) of this Agreement.

(ii) Comply with all the requirements of Clause 51 of this Agreement.

Obtain the Town’s Certificate of Substantial Completion and Acceptance for the underground services, and have constructed the roadway including curbs, gutters and first lift of asphalt.

Obtain approval of a Site Plan that has been prepared by a qualified Engineer or Ontario Land Surveyor illustrating that the building to be constructed and the final grading of the lot is in conformity with the overall Lot Grading Plan or such variance therefrom has been approved by the Town’s Director of Public Works.

2. ATTACHED SCHEDULES

The following Schedules are attached to and form part of this Agreement:

(a) Schedule “A” Description of Lands being Subdivided

(b) Schedule “B” Plan of Subdivision

(c) Schedule “C” Conditions of Draft Approval of the Plan of Subdivision

(d) Schedule “D” Taxes in Arrears, Local Improvement Charges, Lot Levies and Other Charges

(e) Schedule “E” Parkland Dedication or Cash-in-lieu of Park Dedication.

(f) Schedule “F” Town’s Engineering Standards

- (g) Schedule “G” Itemized Estimate of Cost of Construction of Each Part of the Works
- (h) Schedule “H” Sample Letter of Credit
- (i) Schedule “I” Listing of Approved Engineering Drawings
- (j) Schedule “J” List of Timing of Works to be Constructed and Predetermined Liquidated Damages.
- (k) Schedule “K” Easements, Blocks, Walkways & 0.3 Metre Reserves to be Granted to the Town.
- (l) Schedule “L” Lots with Special Provisions
- (m) Schedule “M” Special Provisions to the Agreement

3. TOWN’S LEGAL, PLANNING AND ENGINEERING COSTS

The Developer agrees to pay to the Town, all costs of the Town’s Engineer, Planner and Solicitor for all costs involved in negotiating this Agreement, preparing and executing this Agreement, costs involved in processing the Plan and for checking of plans and specifications and for the supervision and inspection on behalf of the Town and generally any and all costs associated with or attributable to, in any way, the subdivision, subdivision agreement or interpretation thereof.

The Developer agrees to forthwith upon application to the Town for the preparation of this Agreement, pay to the Town as a deposit, the sum of Two Thousand Dollars (\$2,000.00) which shall be used and applied to accounts rendered by the Town’s solicitor, planner and engineer for the costs as referred to in the following paragraph; and an deposit equal to \$150.00 per each new lot and block created or a minimum of Three Thousand Dollars (\$3,000.00) which shall be a non-refundable administrative fee payable to the Town.

Accounts billed by the Towns’ solicitor, planner and engineer shall be submitted directly to the Town for payment and the Town will then forthwith submit the said accounts to the Developer for reimbursement of the deposit fund referred to herein so that the initial deposit in the amount of Two Thousand Dollars (\$2,000.00) will again be built up to enable the Town to pay the next accounts as they are received from time to time.

The Town agrees that the initial deposit in the amount of Two Thousand Dollars (\$2,000.00) and such further deposits as may be required will be held by the Town in a Special General Account.

If the Developer fails, within a period of twenty (20) days from the date of mailing of accounts, to reimburse the Town for accounts submitted for reimbursement, it is understood that the Town, in addition to any and all other remedies it may have, may refuse to issue any building permits or renew any permits that have been issued either to the Developer or to any other person and may refuse to issue further building permits until payment, as referred to herein, has been received by the Town. The Town may also draw on the Securities provided by the Developer as outlined in Paragraph 7.

Any monies remaining in the Developer's Special General Account shall be returned to the Developer.

4. DEVELOPER'S EXPENSE

(a) The developer shall design, construct and install at his own expense and in good workmanlike manner to the Town's standards all works designated in Schedule "F". Every provision of this Agreement by which the Developer is obligated in any way shall be deemed to include the words "at the expense of the Developer" unless specifically stated otherwise.

5. DEVELOPER'S CONSULTING ENGINEER

(a) The Developer shall retain the services of a Professional Engineer or firm of Professional Engineers with a Certificate of Authorization registered with the Association of Professional Engineers of Ontario (hereinafter called the "Consulting Engineer"), who shall:

(i) Prepare designs in accordance with the Town's Engineering Standards listed in Schedule F.

(ii) Prepare and furnish all required drawings;

(iii) Submit to the Town for approval as Schedule "G" to this Agreement, an estimate of the costs of the Works, which said estimate, when approved by the Town shall become the basis for the required securities;

(iv) Prepare the necessary contracts;

(v) Obtain the necessary approvals from the Town, the local hydro authority, the Ministry of Environment, the Ministry of Natural Resources, the Saugeen Valley Conservation Authority, and other utilities, authorities or governmental agencies as required by law;

(vi) Provide field layout, contract administration, and full-time supervision of construction;

(vii) Maintain all records of construction and advise the Town of all construction changes;

(viii) Act as the Developer's representative in all matters pertaining to the construction of the Works. The Developer shall provide written authorization confirming the engineer's authority to represent the developer and bind the developer to enforceable agreements;

(ix) Immediately upon the completion of the installation of the storm sewer, sanitary sewers, watermains, service connections and appurtenances, and prior to issuance of substantial completion provide the Town with three acceptable sets of "as-built" plans of these works in hard copy and one in digital format;

(x) Prior to issuance of a Certificate of Maintenance and Final Acceptance by the Town, the Developer's Engineer shall supply to the Town "as-constructed" plans, in both paper and digital formats, conforming to the Town's standards;

(xi) Provide co-ordination and scheduling to comply with the timing provisions of this Agreement and the requirements of the Town for all Works specified in this Agreement;

(xii) Where applicable, provide to the Town for approval a certificate of final grade elevation from the consulting engineer with respect to each lot or building block for which a building permit has been issued, indicating that the property has been development in conformity with the overall grading plan;

(xiii) Furnish to the Town a certificate, upon completion of the Works, that all Works were completed in conformance with the design and to the applicable standards and specifications.

6. DEVELOPER'S CONTRACTOR(S)

(a) The services shall be installed by Contractor(s) retained by the Developer and approved in writing by the Town, unless specifically noted otherwise in this Agreement subject to the policies of the Town in effect from time to time.

7. SECURITIES

Prior to signing this Agreement, the Developer shall deposit with the Clerk of the Town, to cover the faithful performance of this Agreement for the installation of the services and the payment and provision of all obligations arising hereunder, a cash deposit and/or an irrevocable letter of credit from a chartered bank, issued in accordance with the requirements of the Town solicitor and generally in accordance with the sample letter of credit attached hereto as Schedule "H", in the amount of one hundred percent (100%) of

the estimated costs of the Works and other improvements set out in Schedule “G” attached to this Agreement.

(b) If the Developer fails to perform any of his obligations pursuant to this Agreement, the Town may deduct the cost thereof from the deposited securities, without notice to the developer, and may use any deposit on-hand, or may call upon the issuer of any letter of credit to provide from the same the funds necessary to perform all Works hereunder, or to pay, at the option of the Town the cost of any works, materials, or other charges related to the Works, including the cost of removing liens or defending any construction liens, certificates or action, or defending or removing any actions or judgements affecting the Town of lands or services either dedicated to the Town, or which are intended to become the property of the Town pursuant to this Agreement.

(c) Where the surety indicates to the Town that the letter of credit will not be renewed for any further period, and where any Works or other obligations of the Developer have not been completed as required by this Agreement before securities can be released for such Works or obligations, and where the Developer has not provided to the Town any other security acceptable to the Town the Town shall have the right to call upon the letter of credit to such extent as the Town deems necessary to maintain such security until completion of the Works or obligations in accordance with the terms of this Agreement.

(d) Notwithstanding that any securities on hand have been designated herein to ensure the completion or repair of specified work, where the Developer has failed to complete or repair any Works in accordance with this Agreement, or where the security on hand is insufficient to secure the completion or repair of said work, the Town may retain sufficient security at all times to ensure the completion or repair thereof.

8. DISCHARGE OF SECURITIES

(a) After the completion of seventy percent (70%) of the services in the Subdivision or in an approved stage of the Subdivision, the Developer, as the work further proceeds to completion, shall have the privilege, on application to the Town with a Statutory Declaration of Accounts Paid as provided for in Clause 17 hereof and upon the Certificate of the Town Engineer, of obtaining discharges on the cash deposit or letter of credit, subject to the provisions of Clause 8 (b) of this Agreement.

(b) The Town shall retain at all times sufficient security in the form of cash or letter of credit to finance the completion of the Works plus inflation factor itemized in Schedule “G”, maintenance of the Works as provided for in Clause 18 of this Agreement, subject to the provisions of Clause 8 (d) of this Agreement.

(c) Upon the issuance of the Certificate of Substantial Completion and Acceptance for the above-ground services, all securities will be released except the cash or letter of credit

referred to in Clause 8 (b) hereof which, in all cases, shall be held until the end of the Maintenance Period as provided for in Clause 18 hereof.

The Town will not agree to any cancellation or reduction of the required securities if the Developer is in default in any way of any provision, requirement or obligation of the Developer under this Agreement.

The decision of the Town's Director of Public Works as to the amount required to finance the completion of the works referred to in Section 8(b) will be binding on the developer. At no time, until the completion of all of the requirements of this Agreement, shall the amount of securities be less than \$20,000.00.

9. APPROVAL OF PLANS FOR THE REQUISITE WORK

(a) The Developer and his Consulting Engineer shall have the plans and specifications for the Works approved by the Town, and the other authorities as required.

The engineering plans prepared in accordance with the Town's Engineering Standards for the Subdivision (Schedule "F") and approved by the Town are listed on Schedule "I" to this Agreement (hereinafter called the "approved construction plan drawings").

The engineering drawings shall be approved by the Director of Public Works prior to the signing of the Subdivision Agreement.

The listing of the approved engineering drawings are contained in Schedule "I".

(e) No changes to the approved construction plan drawings shall be made unless prior approval is first obtained from the Town.

10. REQUISITE SERVICES

(a) Sanitary Sewers and Storm Sewers

The Developer shall construct all sanitary sewers and storm sewers and appurtenances thereto in accordance with the Certificate of Approval (Sanitary and Storm Sewage) as issued by the Ministry of the Environment and in accordance with the approved construction plan drawings and standards for the sanitary and storm sewers set out in Schedules "F" and "I" to this Agreement.

Connections to storm and sanitary sewers shall be in accordance with the Town's standards and specifications. The said sewer shall be constructed to an outlet or outlets according to designs approved by the Town. It is understood and agreed that all sanitary sewers and storm sewers shall be of sufficient size, depth and location within the limits of the Subdivision to service the Subdivision and the land outside the boundaries which will, in the opinion of the Town, require the use of the Subdivision sewers as trunk outlets.

(b) Water System, Watermains, Hydrants and Connections

The Developer shall construct all watermains and appurtenances thereto in accordance with the Certificate of Approval (Water) as issued by the Ministry of the Environment and in accordance with the approved construction plan drawings and standards for the water system set out in Schedules “F” and “I” to this Agreement. It is understood and agreed that all watermains shall be of sufficient size, and location within the limits of the Subdivision to service the Subdivision and the land outside the boundaries which will, in the opinion of the Town, require the use of the Subdivision watermains as trunk watermains.

Connections to the watermains shall be in accordance with the Town’s standards and specifications.

(c) Electrical Distribution System and Street Lights

The Developer at his expense shall engage a qualified contractor to install in a good and workmanlike manner, the electrical distribution system. The Developer at his expense shall engage a qualified contractor to install in a good and workmanlike manner all street lighting in accordance with the approved construction plan drawings and standards as set out in Schedules “F” and “I” to this Agreement.

(d) Roads and Boulevards

The Developer shall construct all roadways and appurtenances thereto in accordance with the approved construction plan drawings and standards for roadways as set out in Schedules “F” and “I” to this Agreement.

The Developer shall finish all boulevards with topsoil, seed and/or sod in accordance with the standards as set out in Schedule “F” to this Agreement. The specifications for boulevards grading and sodding shall also apply to existing roads adjacent to the said Plan of Subdivision.

(e) Curbs and Gutters

The developer shall construct all curbs and gutters and appurtenances thereto in accordance with the approved construction plan drawings and standards as set out in Schedules “F” and “I” to this Agreement.

The developer shall construct all curbs located at intersections to accommodate easy access by people in wheel chairs where sidewalks exist.

(f) Sidewalks

The Developer shall construct all public sidewalks in accordance with the approved construction plan drawings and standards for public walkways set out in Schedules “F” and “I” to this Agreement.

(g) Construction and Fencing of Public Walkways

The Developer shall construct and fence all public walkways in accordance with the approved construction plan drawings and standards for public walkways set out in Schedules “F” and “I” to this Agreement.

(h) Street Signage

The Developer shall install street signage in accordance with the approved construction plan drawings and standards for street signage set out in Schedules “F” and “I” to this Agreement.

(i) Municipal Street Numbers

All Lots, Blocks or building numbers for use within the Plan shall be allocated by the Municipal Clerk. To obtain such allocation, the Developer shall furnish the Municipal Clerk with a copy of the Plan as registered upon which the Municipal Clerk will designate the proper numbers for each Lot, Block or building.

The Developer shall display by means of a legible sign at least 1’ x 1’ to be erected on each Lot or Block within the Plan, the street number and the Lot or Block number as shown on the Plan and prior to the issuance of a Building Permit for that Lot or Block, which sign shall remain until such time as the building on such Lot or Block is occupied in accordance with the provisions of this Agreement.

Each Owner shall cause the street number so provided to be placed and maintained in a conspicuous position in the front of the property upon occupancy.

(j) Grading and Drainage

The Developer shall construct all drainage works and grade the lands in accordance with the approved construction plan drawings and standards for grading and drainage set out in Schedules “F” and “I” to this Agreement.

(k) Additional Works

If, from time to time during the development of the Subdivision, the Town is of the opinion that additional works are necessary to provide adequately any of the public services

required by the Subdivision, the Developer shall construct, install or perform such additional Works as may be requested by the Town.

11. STAGING OF THE SERVICES

(a) The Town may instruct the Developer to construct the services in particular stages suitable to the Town, and the Developer shall comply. If the Town does not so instruct, the Developer, before commencement of any work, may request the Town's permission to divide the Subdivision into convenient stages. The approval of staging rests solely with the Town. If the work is thus staged, in lieu of furnishing cash payment or letter of credit as required by Clause 7 hereof for the whole Subdivision, the Developer may furnish a cash payment or letter of credit, as set out above, for one hundred percent (100%) of the estimated cost of that part of the Works with which he wishes to proceed, as approved by the Town.

Before proceeding with an additional stage, the Developer shall apply to the Town for an Amendment to this Agreement. The Developer's Engineer shall provide engineering drawings and an up-to-date cost estimate for the next stage of development. The Developer shall provide the Town with securities for one hundred percent (100%) of the estimated cost of the works.

12. TIMING OF WORKS TO BE CONSTRUCTED

(a) Following registration of the Plan, the Developer shall cause to be constructed all requisite Works in accordance with Schedule "J" of this Agreement in order to provide services to the lot and building blocks within the Plan. This schedule sets out the Works in general terms only and shall not be construed as covering all items in detail.

(b) It is understood and agreed that should the Developer fail to construct the services as stipulated by such dates as provided in Schedule "J" of this Agreement, the Developer shall pay to the Town, as predetermined liquidated damages, the sum of money set out in Schedule "J" to this Agreement for each and every day the said services are behind the schedule of construction.

13. NOTIFICATION OF COMMENCEMENT OF CONSTRUCTION OF THE WORKS

(a) The Developer shall not commence the construction of any of the Works until the Developer has provided ninety-six (96) hours written notice to the Town of his intent to commence work.

(b) It is the intent of this Agreement that work be performed expeditiously and continuously, that all underground and all above-ground services be installed in accordance with the Schedule "J" hereto, unless extended by the Town. Should, for any

reason, there be a cessation or interruption of construction, the Developer shall provide ninety-six (96) hours written notification to the Town before work is resumed.

14. SCHEDULING OF CONSTRUCTION OF THE WORKS

Prior to the start of construction of the Works, the Developer shall supply to the Town for its approval, a Schedule of Works setting out the order in which he considers the various Works within the Plan will be built. The Town may amend this schedule and the Developer must construct, install or perform the work as the Town may direct from time to time.

15. PROGRESS OF CONSTRUCTION OF THE WORKS

(a) The Developer shall install all Works in accordance with the Schedule of Works provided for in Clause 14 hereof or as directed by the Town, and if he fails to do so, or having commenced to install the aforesaid Works, fails or neglects to proceed with reasonable speed, or in the event that the aforesaid Works are not being installed in the manner required by the Town, then, upon the Town giving seven (7) days written notice by prepaid registered mail to the Developer, Town may without further notice enter upon the Lands and proceed to supply all material and to do all the necessary works in connection with the installation of the required Works, including the repair or reconstruction of faulty work, including TV camera inspection if required, and the replacement of materials not in accordance with the specifications, and to charge the cost thereof together with the cost of engineering to the Developer who shall forthwith pay the same upon demand. If the Developer fails to pay the Town within thirty (30) days of the date of billing, the money owing may be deducted from the deposited securities.

(b) In the event that the Town must enter upon the Lands and have the Works completed or repaired due to situations as outlined in Clause 15 (a) hereof, all original mylars, digital plans and specifications prepared by the Developer's Consulting Engineer must be turned over to the Town.

It is understood and agreed between the parties hereto that such entry upon the Lands by the Town shall be as agent for the Developer and shall not be deemed for any purpose whatsoever, as an acceptance or assumption of the Works by the Town. The Town, in addition to all other remedies it may have, may refuse to issue building permits until such Works are completely installed in accordance with the requirements of the Town.

(c) It is agreed that a copy of Clause 15 shall be delivered by the Developer to each and every builder obtaining a building permit for any lot or building block in the plan.

16. INSPECTION AND ACCEPTANCE OF THE WORKS

(a) Subject to Clause 20 hereof, when all the services have been completed, the Consulting Engineer shall furnish the Town with a certificate that all works were completed in conformity with the design and to the applicable standards and specifications.

Upon receipt of said certificate, the Town shall make an inspection of the Works, which shall include TV camera inspections. When the Town is satisfied that work is substantially complete and in conformity with the applicable standards and specifications, the Town may issue a Certificate of Substantial Completion and Acceptance. The Certificate may contain a list of minor deficiencies which have to be corrected by the Developer, but which are not considered of sufficient importance to delay the issuance of the Certificate of Substantial Completion and Acceptance.

(b) The Developer may request and the Town in its discretion may issue separate Certificates of Substantial Completion and Acceptance for the underground and above-ground services.

(c) The Maintenance Period as provided for in Clause 18 hereof will commence when the Certificate of Substantial Completion and Acceptance is issued. Where the Town issues separate Certificates of Substantial Completion and Acceptance, there shall be separate Maintenance Periods for each of the said underground and above-ground services.

17. STATUTORY DECLARATION OF ACCOUNTS PAID

(a) The Developer agrees that upon applying for a discharge of securities, a release of a lot, a Certificate of Substantial Completion and Acceptance, or a Certificate of Maintenance and Final Acceptance, he shall supply the Town with a Statutory Declaration that all accounts for work and materials for the services have been paid except normal guarantee holdbacks and that there are no claims for liens or otherwise in connection with such work done or materials supplied for or on behalf of the Developer in connection with the Subdivision.

18. MAINTENANCE OF WORKS

(a) The Developer will be responsible for the repair and maintenance of all services for a period of two (2) years from the date of issuance of the Certificate of Substantial Completion and Acceptance for the services to which the same relates, which period of time shall be called the "Maintenance Period".

(b) If, during the Maintenance Period, the Developer fails to carry out maintenance work within twenty-four (24) hours after receipt of a request from the Town, the Town may, without further notice, undertake such maintenance work and the total cost of such maintenance work shall be borne by the Developer. If the Developer fails to pay for such

work within thirty (30) days of the date of billing, then the money owing may be deducted from the deposited securities.

(c) During the Maintenance Period, ten percent (10%) of the estimated cost of the Works in cash or letter of credit shall be retained by the Town. Towards the end of the Maintenance Period, the Developer shall make a written request to the Town for a final inspection to be made and notwithstanding the two (2) year period noted above, the Maintenance Period will continue for the original two (2) years or for thirty (30) days after the receipt of the Developer's written request for a final inspection, whichever period of time is the greater.

19. FINAL ACCEPTANCE OF WORKS

(a) On receipt of the Developer's request for a final inspection as provided for in Clause 18 hereof, the Town will again inspect the Works, and such inspection may include a TV camera inspection at the cost of the Developer. If the Town is satisfied and provided that the Developer has otherwise complied with this Agreement including Clause 19 (b) hereof, the Town will issue a Certificate of Maintenance and Final Acceptance, at which time the remaining cash deposit or letter of credit will be discharged by the Town in accordance with Clause 8 hereof.

Prior to issuance of a Certificate of Maintenance and Final Acceptance by the Town, the Consulting Engineer shall supply to the Town final "as-built" plans, in both paper and digital formats, conforming to the Town's standards.

The Developer shall supply to the Town a Statement from an Ontario Land Surveyor that all property bars have been confirmed to be in their proper location after all construction has been completed.

20. ASSUMPTION OF SERVICES

(a) The Town shall not assume or be deemed to have assumed any services until a Certificate of Maintenance and Final Acceptance has been issued therefore by the Town.

Notwithstanding the foregoing or anything hereinafter set out, the Town shall not be obligated to assume the responsibility for and take over the services until 50% of the lots have occupied dwellings erected thereon.

The Town may require securities in the form of a cash deposit or letter of credit to ensure that the maintenance of the services, excluding snow plowing and sanding of the roads, are properly carried out until the said number of the lots have occupied dwellings erected thereon and the Town has assumed the roads.

21. USE OF WORKS BY TOWN

The Developer agrees that:

- (a) All the Works may be used prior to the issuance of a Certificate of Maintenance and Final Acceptance by the Town or other authorized persons for the purpose for which such Works are designed provided that such use shall be at the Developer's own risk and liability.
- (b) Such use shall not be deemed an acceptance or assumption of the Developer's Works by the Town.
- (c) Such use shall not in any way relieve the Developer of its obligations in respect of all the Works so used.
- (d) Prior to the issuance of a Certificate of Maintenance and Final Acceptance and prior to assumption of the Developer's Works by the Town, the Developer shall, at its own expense, post a permanent and visible sign advising that the Works have not been assumed or accepted by the Town and stating that the Town is not liable or responsible for any damage, however caused, as a result of use of the Developer's Works. The wording and location of these signs is to be approved by the Town.

22. WINTER ROAD MAINTENANCE

- (a) Prior to the placing of base course asphalt, the Developer shall be responsible for all winter road maintenance within the development and on municipal roads where works have been constructed, as specified in Clause 20 (b).

All manholes, catch basins, and valve boxes shall be adjusted to base course asphalt grade prior to commencement of maintenance activities.

- (b) In the event that proper vehicular access or snow removal is not provided by the Developer as required by this Agreement, the Town, through its servants, contractors, or agents, may provide access and remove snow without notice to the Developer. All costs of such works shall be paid by the Developer within thirty (30) days of the date of billing or otherwise may be deducted from the deposited securities.

- (c) The Developer agrees that any work done by the Town pursuant to this Agreement before the roads are assumed by the Town shall not be deemed in any way to be an acceptance by the Town of the roads upon which such work is done. The Developer acknowledges that the Town while providing access by removing snow, any damage or interfere with the works of the Developer and cause damage to such works, and the Developer hereby waives all claims against the Town that he might have arising therefrom and covenants that he will make no claim against the Town for such interference or damage, providing the work is carried out in a normal and reasonable manner.

Representation may be made by the Developer to the Town requesting that the Town consider entering into a separate agreement with the Developer to undertake the winter road maintenance within the Subdivision prior to the placing of base course asphalt.

23. EMERGENCY REPAIRS

It is agreed and understood that, in the event of an emergency situation, the Town, its servants, agents contractors may enter onto the Lands at any time or from time to time for the purpose of making emergency repairs to any of the Developer's Works. The Town agrees that prior to acting under this paragraph, it will make all reasonable efforts to notify the Developer of any emergency and will only act under this paragraph in the event of inability or failure to contact Developer and/or failure of the Developer to correct the emergency forthwith. In the event that such entry and repair shall not constitute nor be deemed to be an acceptance or assumption by the Town of any liability in connection therewith nor shall it constitute a release of the Developer from any of its obligations under this Agreement whether financial or otherwise. In the event that it is necessary for the Town to act pursuant to the provisions of this paragraph, the cost of such entry together with the cost of emergency repairs shall be borne by the Developer and in the event that the Developer does not reimburse the Town for the cost of such emergency entry and repairs, within thirty (30) days of written notice, the Town may, at its option, cash the letter of credit held by the Town as referred to in paragraph 7 hereof, or may, in addition to any and all other remedies it may refuse to issue further building permits or renew any building permits issued to the Developer or any other person or release any lots until payment as referred to herein has been received by the Town.

24. DEVELOPER'S LIABILITIES

(a) Until the Town has issued the Certificate of Maintenance and Final Acceptance for all the Works, the Developer shall indemnify the Town, their agents and employees, against all actions, causes of action, suits, claims and demands whatsoever which may arise either directly or indirectly by reason of the Developer undertaking the development of the Subdivision.

25. INSURANCE

The Developer shall insure against all damages or claims for damage with an insurance company satisfactory to the Town. Such insurance policy shall be issued in the joint names of the Developer, the Town, and the form and content shall be subject to the approval of the Town. The policy shall remain in the custody of the Town during the life of this Agreement. The limits of such policy shall be \$2,000,000.00 all inclusive, but the Town shall have the right to set higher amounts.

(b) The insurance policy as required by Clause 25 (a) of this Agreement shall be in effect for the period of this Agreement including the Maintenance Period. The issuances

of such insurance policy shall not be construed as relieving the Developer from responsibility for other or larger claims, if any, for which he may be held responsible.

26. PRIVATE UTILITY INSTALLATION AND COSTS

(a) The Developer shall deal directly with all private utility companies (i.e., telephone, cable TV and natural gas). The Developer or his Engineer shall obtain all approvals and permits and pay all fees and charges directly to private utility companies, or as otherwise provided for in this Agreement.

(b) The Developer shall endeavour to coordinate the timing of installation of private services with the timing for installation of the Works required by this Agreement.

27. BLASTING

(a) Any blasting carried out by the Developer or his contractors shall be under the supervision of the Consulting Engineer, or other consulting engineers approved by the Town who has experience with blasting operations and procedures.

(b) If required by the Town or the Saugeen Valley Conservation Authority, a geo-technical study shall be conducted at the Developer's sole expense prior to any blasting, such study to be approved by the Town and Conservation Authority, and all blasting shall be carried out in accordance with any directives of the approved geo-technical study.

(c) Before any blasting is proceeded with by the Developer, the Developer shall:

- (i) conduct a pre-blast survey of adjacent and surrounding structures;
- (ii) discuss the procedure, location, and extent of such blasting with the Town;
- (iii) obtain from the Town written permission for carrying out the blasting operation;
- (iv) show proof of insurance for all damage or claims for damage resulting from the blasting operation; the issuance of such an insurance policy shall not be construed as relieving the Developer from responsibility for other larger claims, if any, for which he may be held responsible;

(v) obtain any necessary blasting permit from the appropriate authority.

28. ACCESS ROADS

(a) All access roads must be maintained by the Developer in good repair acceptable to the Town during the time of construction of the Works or any buildings on lots or

building blocks in the Plan, and no roadway outside the limits of the Subdivision may be closed without the written consent of the Town Council or their delegate. For the purpose of obtaining such consent, the Developer shall advise the Director of Public Works and all emergency services of the date and time he wishes to close the roadway.

(b) The Developer agrees that all roads leading to the Lands and to be used for access during the construction of the Works and buildings in the Plan shall be kept in good and usable condition throughout the period of construction, and if damaged due to development of the Subdivision, the Developer agrees to restore the same immediately in accordance with Clause 29 hereof. All proposed haul routes shall be satisfactory to the Director of Public Works and all costs associated with the repair or the clean up of streets due to the tracking of debris along roadways, shall be the responsibility of the Developer.

(c) The developer shall insure all trucks making delivery to or taking materials from the Lands shall be adequately covered and not unreasonably loaded so as not to scatter refuse, rubbish or debris on any access roads.

29. DAMAGES OR CHANGES TO EXISTING ROADS, STRUCTURES & SERVICES

(a) The Developer shall repair any damage caused to any existing road, structure or services located on, under, over, or along, any road allowance, as a result of the development of the Subdivision. All costs of such repairs shall be paid by the Developer. If not repaired in accordance with the requirements of the Town, the Town may complete such repairs as are deemed necessary by the Town at its sole discretion. If the Developer fails to pay for repairs completed by the Town within thirty (30) days of the date of billing, the cost may be deducted from the deposited securities.

(b) The Developer shall pay for any costs involved in the relocation of existing services, such as hydrants, utility poles, or other services, which may become necessary because of the development of the Subdivision. If the Developer fails to pay for such Works completed by the Town within thirty (30) days of the date of billing, the costs may be deducted from the deposited securities. The Developer shall pay for reinstallation of all Legal Survey Bars which were removed or destroyed during construction.

30. DUST CONTROL

(a) During all construction in the Subdivision, the Developer shall apply approved dust retardant in sufficient quantities or undertake any other actions approved by the Director of Public Works to prevent any dust problem to traffic or nearby properties. All cost of such Works shall be paid by the Developer. If dust is not controlled in accordance with the requirements of the Director of Public Works, the Town may apply such retardant as are deemed necessary by the Director of Public Works at their sole discretion. If the

Developer fails to pay for such works completed by the Town within thirty (30) days of the date of billing, the costs may be deducted from the deposited securities.

31. GRADING AND DRAINAGE OF THE LANDS

(a) All roads, lots and blocks within the Plan, and all lands abutting the Plan shall be graded to drain in accordance with the overall grading and drainage plan referred to on Schedules “F” and “I” to this Agreement.

(b) Until the roads laid out according to the Plan have been assumed by the Town, the Developer shall provide adequate drainage of the surface water from the Lands. The Developer shall lay out such roads and grade the same together with the lands surrounding the same in such a manner that no damage or harm shall result by reason of the drainage therefrom to persons or property outside or within the Lands.

(c) If the Developer at any time or times fails to carry out his obligations to grade and drain the Lands as required hereunder, the Town may enter onto the Lands and complete such Works as are necessary to correct the same. If the Developer fails to pay for the work completed by the Town within thirty (30) days of the date of billing, the costs may be deducted from the deposited securities, or otherwise collected from the Developer.

(d) The Developer, at his sole cost and expense including all registration costs and applicable taxes if any, shall grant and convey to the Town, free and clear of any and all encumbrances, easements affecting the Lands as may be necessary or required in the sole opinion of the Town to provide for any drainage work that may be required to furnish an outlet for storm water or natural water courses draining on or from any part of the Lands. All such easements shall be shown on the approved final engineering drawings (Schedule “I”) and are set out in Schedule “K” to this Agreement.

(e) The Developer agrees that if the drainage work required to drain the Lands results in drainage through lands other than his lands all such work shall be carried out by means of a storm drain and appurtenances of sufficient size for the drainage requirements of the area and the same shall be subject to the prior approval of the Town. The Developer shall, at his sole cost and expense including all registration costs and applicable taxes if any, obtain from land owners adjoining the Lands all necessary easements and lands required by the Town to properly facilitate drainage of the Lands and the contributing areas. The easements, land, servicing requirements, and the documentation thereof shall be subject to the prior approval of the Town.

(f) If, as the Plan develops, it becomes apparent to the Town, the Saugeen Valley Conservation Authority, the Ministry of Environment, or the Ministry of Natural Resources that further work is necessary with respect to grading and drainage or with respect to the Works contemplated in any part of this Clause, either upon the Lands or beyond the boundaries thereof, the Developer shall, at his sole cost and expense forthwith provide

the same upon receipt of a written notice from the Town identifying sufficient particulars thereof. The necessity of such drainage work shall be at the sole discretion of the Town.

(g) Should any of the grading or drilling operations within the Plan of Subdivision cause disturbance to the natural drainage pattern for the surrounding area, resulting in flooding or erosion of adjacent lands outside the Plan, the Developer shall at his or her own expense, take such measures as are necessary to correct the surface drainage situation and restore all damaged property to its original condition as determined by and to the satisfaction of the Town. The Developer agrees that if the drainage works result in drainage or a change of drainage through third party lands, all work shall be carried out with the approval of and to the satisfaction of the Town. Any easements required by the Developer over third party lands for that purpose shall be conveyed to the municipality.

The Developer shall indemnify and save harmless the municipality, its officers, employees and agents, from all actions, causes of action, suits, claims and demands whatsoever which may arise either directly or indirectly by reason of grading or drilling operations or the measures taken by the Developer to correct the drainage and restore lands outside the Plan described above. The municipality shall be entitled to draw upon any money or other security deposited or posted under this Agreement in order to satisfy or compromise any such actions, causes of action, suits, claims or demands.

The Developer shall ensure the safe passage of water at all times.

(h) The Developer agrees to carry out or cause to be carried out the works recommended in the approved Stormwater Management Report, lot grading plan and Erosion and Sedimentation Control Plan to the satisfaction of the Saugeen Valley Conservation Authority.

32. PARKLAND DEDICATION OR CASH-IN-LIEU

The Developer agrees to dedicate Parkland and Cash-in-lieu of Parkland as set-out in Schedule E and in accordance with the Town's local service definitions.

Notwithstanding the conveyance of land to the Town for parkland purposes, the Town reserves its right to sell such land pursuant to Section 42(5) of the Planning Act.

33. BLOCKS/EASEMENTS FOR MUNICIPAL PURPOSES

(a) The Developer, at his sole cost and expense including all registration costs and applicable taxes if any, shall grant and convey to the Town free and clear of all encumbrances, easements as may be required for the installation and supply of services to the Subdivision. Easements required by the Town are set out in Schedule "K" to this Agreement.

(b) Easements required by the Town shall be provided to the Town Clerk within sixty (60) days of registration of the Plan. The Town shall not issue any release of any lot or block as provided for in Clause 39 hereof nor release any securities deposited hereunder until such easements have been conveyed to the Town. Required easements shall be shown on reference plans registered in the County Registry Office, and documentation shall be in a form acceptable to the Town Solicitor.

(c) If at any time, and from time to time during the development of the Subdivision, the Town is of the opinion that additional easements are necessary to provide or protect adequately any of the public services required in the Subdivision, the Developer shall provide such additional easements at the request of the Town.

(d) All walkways, right-of-ways and 0.3 metre reserves listed on Schedule “K” are to be deeded to the Municipality at the time of registration.

34. CONSTRUCTION REFUSE

(a) All construction refuse and debris from the Subdivision must be disposed of in an orderly and sanitary fashion in a dumping area provided by the Developer of the Lands and approved by the Town. The Town is not responsible for the removal or disposal of refuse and debris. There shall be no burying or burning of materials on the subdivision lands. The Developer agrees to deliver a copy of this Clause to each and every builder obtaining a building permit for any lot or building block in the Plan.

(b) The Developer shall, at all times, keep the streets and boulevards in the Subdivision clear and free of all materials and obstructions which might interfere with the installation of hydro, telephone, gas or other utilities, movement of traffic, or present any public safety hazard.

The Developer shall immediately remove all mud and debris from any street, easement and road allowance or lot within the Subdivision as and when directed by the Town.

Provided that if refuse and debris is not disposed of by the Developer or lot owner in accordance with the provisions of this paragraph, the Town may, without further notice, enter upon the said Lands and proceed to remove or dispose of refuse and debris at the Developer’s or lot owners expense, charges for which shall be paid forthwith by the Developer or lot owner within Thirty (30) days after written demand. Provided that upon default of payment by the Developer, the Town may, at its sole discretion and option, secure monies held as security pursuant to the provisions of Securities and apply such money toward the uses intended and may, in addition to any and all other remedies it may have, may refuse to issue or re-issue further building permits to the Developer or to any other person until payment for the Towns costs for such services has been made.

(d) The Developer shall be encouraged to recycle as much construction refuse as possible in accordance with the municipal Waste Management By-law.

The Developer shall comply with all applicable laws and regulations governing the disposal of hazardous or toxic material which may be found on or generated during the development of the subdivision.

35. REPLACEMENT OF SURVEY BARS

(a) After completion of the Works and prior to the end of the Maintenance Period, the Developer agrees to supply a statement from an Ontario Land Surveyor, to be approved by the Town, that after the completion of the Works, he has found or replaced all survey monuments and iron bars as shown on the registered plan.

36. REQUIREMENTS FOR BUILDING PERMITS

(a) The approval of the Plan by the Town or the acceptance by the Town of the Works shall not be deemed to give any assurance that municipal building permits, when applied for, will be issued in respect of the lots or building blocks in the Plan.

(b) No building permit will be issued by the Town until:

(i) All approvals required by this Agreement have been obtained and submitted to the Town.

(ii) The underground services (water, sanitary and storm sewers) have been installed, and the water distribution system, sanitary sewer and the storm sewer systems have been tested and a Certificate of Substantial Completion and Acceptance has been issued by the Town of these works. All hydrants shall be charged.

(iii) The Developer has provided sufficient documentation to the Municipality confirming that electrical distribution and street lighting and the remaining underground services, telephone, Cable T.V. and gas are being scheduled for installation; and will be completed within six (6) weeks of the date of issuance of the building permit,

(iv) The roads consisting of the grading and full depth of Granular “B” sub-base, Granular “A”, first lift of asphalt and curb and gutter have been constructed.

(v) Approval of the Town has been obtained for the construction of any buildings to be erected on lots or blocks listed in Schedule “L” hereto.

(vi) A Site Plan has been prepared by a qualified Engineer or Ontario Land Surveyor that the building to be constructed and the final grading of the lot is in conformity with the

overall Lot Grading and Tree Retention Plan or such variance therefrom has been approved by the Town's Director of Public Works.

(vii) Street lights as shown on the engineering drawings shall be installed and operational and activated within six (6) of the date of issuance of a building permit,

(viii) Street name signs and regulatory traffic control signs have been erected by the Developer.

(ix) The Developer has delivered to the Town satisfactory evidence of registration of the restrictive covenants by Section 37(a) of this agreement.

(x) The Developer has delivered to the Town satisfactory Lot Service Sheets with ties and elevations of services installed to the property line.

37. RESTRICTIVE COVENANT – GRADING, DRAINAGE AND LANDSCAPING

(a) The Developer will include either in each deed for each lot or block in the plan, or on the register for all of the land included in the plan, a restrictive covenant requiring that before any building is erected or occupied on the lot or block, the provisions of Clauses 41 and 51 of this agreement respecting grading, drainage and landscaping shall be met. Such covenant will be registered as required by the provisions of the Land Titles Act and shall include an expiry date of at least 20 years from the date of the registration of the plan of subdivision.

(b) A copy of Clause 37 (a) and Clauses 41 & 51 of this Agreement shall be delivered by the Developer to each and every builder or any prospective purchaser of a lot or block in the plan.

(c) All contracts of sale by the Developer of any lot within the Plan of Subdivision shall contain the following provision, which shall be incorporated in all Transfers, so that it shall be a covenant running with the land for the benefit of the remaining land within the Plan:

“The Transferee, for themselves, their heirs, executors, administrators, successors and assigns, covenant and agree that they will not alter the slope of the lands described in this agreement nor interfere with any drains established on the lands, except in accordance with the approved Lot Grading and Tree Retention and Drainage Plans, without the written consent of the Municipality and further that the Transferee will maintain any such alterations approved by the Municipality. This covenant is for the benefit of all other lands in the subdivision and shall run with the title of these lands”.

38. LOTS WITH SPECIAL PROVISIONS

(a) Any lot or building block which will require special attention or additional approvals in order to be serviced or developed is listed on Schedule “L” to this Agreement.

(b) For any lot or building block which can not be developed due to a physical impediment and which is listed on Schedule “L”, a Consulting Engineer shall submit a proposal in writing to the Town outlining the measures to be taken to correct the problems relating to the lot or building block; the proposal must be approved by the Town prior to a building permit being issued.

(c) Where staging of services pursuant to Clause 11 of this Agreement is being employed, lots which are to be serviced in future stages pursuant to an amending or new Subdivision Agreement are set out in Schedule “L” to this Agreement. No lot release pursuant to Clause 39 of this Agreement shall be issued or building permit issued for these lots or building blocks until the necessary agreement has been fully executed and requirements thereunder met by the Developer.

39. RELEASE OF LANDS

The obligations of the Developer and the subsequent owner of the lands are contained in this Agreement. As the Developer’s obligations are completed and buildings are erected and occupied on the lots within the subdivision the obligations of the Developer are not intended to be passed on to the ultimate owner of the lot save for certain continuing obligations as provided herein.

Council may by resolution or by-law authorize a partial release of obligations on the owners of a lot when Council is satisfied that:

Clause 19 hereof has been complied with.

Clause 20 hereof has been complied with.

(iii) Clause 36 hereof has been complied with (when the Developer will be building on the lot or block).

(iv) Clauses 36 and 37 have been complied with (when some other person or corporation is building on the lot or block).

A Certificate has been given by a qualified Engineer or Ontario Land Surveyor that the building constructed and the final grading of the lot is in conformity with the overall Lot Grading and Tree Retention Plan as provided for in Clause 41 of this Agreement or such variance therefrom has been approved by the Town’s Engineer.

(vi) Where the lot or block is identified in Schedule “L” as unsuitable for building purposes, the reason for such lot or building block being listed in Schedule “L” has been eliminated to the satisfaction of the Town.

(vii) All easements, discharge or encumbrances, and any other conveyances required by this agreement have been provided to the satisfaction of the Town Clerk.

(b) Every release issued pursuant to Clause 39 (a) of this Agreement shall operate as a discharge of all levies, registered pursuant to Clause 42, hereunder by the Town in respect only to each lot or block described in the release with the exception of responsibility for drainage as outlined in Clause 41 hereof.

40. TAXES, LOCAL IMPROVEMENTS, AND OTHER CHARGES

(a) Taxes

The Developer agrees to pay for all arrears of taxes, outstanding against the Lands before or at the time of execution of this Agreement as set out on Schedule “D” of this Agreement.

The Developer further undertakes and agrees to pay all taxes levied on the Lands on the basis and in accordance with assessment and collector’s roll entries until such time as the Lands have been assessed and entered on the collector’s roll according to the registered plan.

(b) Local Improvement Charges

The Developer agrees to commute and pay all charges, including the Towns’ share, made with respect to the Local Improvement Act which are assessed against the Lands before or at the time of execution of this Agreement, as set out in Schedule “D” to this Agreement.

(c) Other Charges

The Developer agrees to pay any other charges set out on Schedule “D” to the Town prior to or at the time of execution of this Agreement.

41. GRADING AND DRAINAGE - RESPONSIBILITY OF DEVELOPER AND FUTURE OWNERS

(a) The drainage of surface waters on the lots and blocks in the plan after the release provided for in Clause 39 hereof has been issued by the Town, is the sole responsibility of the Developer and subsequent owners of the lots and blocks, and the Developer and subsequent owners are to provide and maintain grading and drainage of the lots and block in the plan in accordance with the grading and drainage plan approved by the Director of Public Works and referred to in Schedules “F” and “I” attached hereto.

(b) Within 60 days of the final grading and placing of the sod or seed on a lot or building block in the plan, the Owner of Lot shall provide a Certificate issued by a qualified Engineer or Ontario Land Surveyor to the Town certifying that the grading on the subject

lot or block has been completed in accordance with the approved grading and drainage plan.

(c) All subsequent owners of the lots created by the plan of subdivision hereby authorize the Developer, or its respective servants or agents, until approval of lot grading and drainage and tree retention by the Town, to enter upon the property at all reasonable hours, to inspect, repair, complete or rectify construction, grade and undertake modification to the surface drainage or tree retention including installation of catch basins and completion of the final lot grading certificate.

42. PLEDGE OF TITLE TO LANDS

The Developer hereby charges and pledges as security for levy payments and service charges, all his rights, title and interest in the parts of the Lands shown as numbered and/or lettered lots and/or blocks on the plan and agrees that this Agreement may be registered against the lands and it is agreed that such payments and costs shall be a lien against the lands.

43. SIGNS RESPECTING ASSUMPTION OF ROADS BY MUNICIPALITY

Signs at least 750 mm by 750 mm shall be provided and erected by the Developer at each entrance to the Subdivision and the signs shall read as follows:

*Roads Not Assumed by Municipality
Use at Your Own Risk*

These signs shall be installed prior to the commencement of construction of the Works and, subject to Clause 20 hereof, shall be removed after the issuance of the Certificate of Maintenance and Final Acceptance for the above-ground services, or otherwise when the Town assumes the roads.

44. COVENANTS

(a) The Developer hereby covenants and agrees with the Town at his sole cost and expense in the manner and within the time limited by this Agreement to comply in full with all of the terms and conditions set forth in Schedule “J” hereto including any amendments or revisions hereinafter made to the satisfaction of the Town and where applicable, any other governmental agencies.

(b) The Developer hereby covenants and agrees to execute all deeds, contracts, agreements or assurances, whether under seal or otherwise, as may be necessary or appropriate and reasonably required by the Town in the circumstances in order to give effect to all provisions of this Agreement.

(c) The Developer covenants and agrees to comply with all relevant building, zoning, sewer use by-laws and other by-laws of the Town including the Building Code of the Province of Ontario in connection with the implementation of all of the provisions of this Agreement including the construction of the Works herein required to be made as well as in connection with the issuance of building permits for lots or building blocks on the plan and further covenants and agrees to pay all requisite fees and costs required by the Town in that regard pursuant to said by-laws and the Building Code.

(d) The Developer covenants and agrees to provide all reasonable assistance including documents, information, data and other information necessary to enable the Town to apply on behalf of the Developer to the Ontario Municipal Board, the Minister, or any other relevant government authority or official in order to obtain all necessary amendments to the Official Plan and/or Zoning By-law in force with respect to the Lands necessary to implement the provisions of this Agreement. While it is recognized by the Developer that the Town will take all reasonable steps as are necessary to make all applications to the aforementioned authorities as are necessary to implement the provisions of this Agreement, the Developer recognizes that this does not bind the Town to obtain such approvals where required.

(e) The Developer covenants and agrees not to call into questions, directly or indirectly, or to oppose any proceedings whatsoever whether in law or in equity or before any administrative tribunal, governmental authority or board or court, the right of the Town to enter into this Agreement and to enforce or rely on or perform each and every term, covenant, proviso, agreement and condition contained herein, and the Developer further covenants and agrees that the provisions of this Clause may be pleaded by the Town as an estoppel against the Developer or his successors and assigns in any such proceedings.

45. CERTIFICATE OF GOOD STANDING

The Developer shall furnish to the Town a Certificate of Good Standing with the Workplace Safety and Insurance Board before commencement of work.

46. LEGAL NOTICE TO THE DEVELOPER, THE TOWN

(a) Any notice required to be given to the Developer hereunder may be given by fax, personal service delivered directly to the developer or the developer's engineer or by registered mail addressed to the Developer at his principal place of business, or according to the address of the Developer as shown in the last revised assessment roll in the possession of the Town Clerk, and shall be effective as of the 5th day after the date the notice has been deposited in the Post Office.

(b) Any notice required to be given to the Town hereunder shall be given to the Town by registered mail to:

Town of Saugeen Shores
600 Tomlinson Drive, P.O. Box 820
Port Elgin, Ontario N0H 2C0
ATTN: Clerk

47. TREE PRESERVATION AND PLANTING

(a) Prior to, and during construction, trees shall be removed so that the specifications for sight distances, grading etc., may be met unless otherwise outlined in the Lot Grading and Tree Retention Plan. All stumps, logs, brush, boulders, debris, etc., shall be removed from the entire street allowance and deposited off the site of the subdivision to a disposal area approved by the Town and MOE.

Unless noted otherwise, all healthy trees beyond the limits of the services and not obstructing the visibility or installation of services shall be preserved. The Town may give special permission to leave trees on the street allowance.

The Developer, or his assign, must plant a native tree in the front yard of each lot, after installation of a driveway and after construction of a dwelling.

The Developer must submit a list of native trees for planting which must be approved by the Town prior to any plantings.

The list of native trees must contain information regarding the species, minimum height, minimum diameter at 1 metre above ground.

48. AUTHORITY OF THE PROVINCE OF ONTARIO

Notwithstanding anything herein before set out, it is mutually understood and agreed to by the Developer with the Town that this Agreement and all the terms and conditions thereof, insofar as any contractual or any other liability on the part of the said Town as herein set forth shall be conditional upon the Town being legally permitted to enter into the arrangements financially or otherwise as herein set out and, if at any time during the currency of this project it is found by any Court of competent jurisdiction or the Ontario Municipal Board or the Ministry of Municipal Affairs or any other government department or agency, that this Agreement and any or all of its terms are void insofar as the Town is empowered to enter into this Agreement, then no obligation, liability or duty or any nature or kind whatsoever whether in law or in equity, shall be imposed upon the said Town to carry out any of the provisions of this Agreement.

49. VOIDING OF THIS AGREEMENT

(a) In the event that the plan is not registered within ninety (90) days from the date of the signing of this Agreement, the Town, at its sole option, may declare:

- (i) this Agreement to be null and void, and
- (ii) the conditions of draft approval of the plan not to be satisfied.

50. REGISTRATION OF THIS AGREEMENT

The Developer consents to the registration of this Agreement by the Town upon the title to the Lands.

(b) The Developer is obligated to obtain a postponement agreement from the existing mortgagee(s) which allows the registration of this agreement to be in first priority.

(c) The Developer hereby agrees that upon registration of the plan, notice of registration of the plan shall be given by him to the Clerk of the Town within twenty-four (24) hours of such registration, and that until the Town has registered this Agreement upon the title to the Lands, no lots or blocks in the plan shall be conveyed until this Agreement has been registered upon the title to the lands.

51. GENERAL

(a) Throughout this Agreement, wherever any provision is made for the Town to secure monies established in paragraph 7 hereof in the event of default by the Developer it is agreed and understood that, in addition to any and all other remedies it may have, the Town may refuse to issue any building permits or renew any permits which have been granted either to the Developer or to any other person until a new and further Financial Agreement has been provided by the Developer in accordance with the amounts required by paragraph 7 hereof.

It is further agreed and understood that in the event of default by the Developer of any of its obligations under this Agreement, the Town may, in addition to any and all other rights and remedies it may have, issue a stop work order pursuant to the Building Code until the default is rectified. The Developer does, by execution of this Agreement, agree that it will not contest the Town's right to issue such a stop work order in any proceedings before any Court or Tribunal to enforce the said order. It is further agreed and understood that in the event that the Town at its option charges the letter of credit provided for in paragraph 7 hereof, and the proceeds are not sufficient to cover the cost of repairs, maintenance, completing of the works or otherwise remedying the developer's default, the developer's liability shall not be limited to the amount of the letter of credit, so cashed. In the event of a deficiency, the Developer shall be liable for the full amount of the deficiency and shall pay such amount within thirty (30) days after receipt of notice of demand made by the Town. Failure to pay the said deficiency within thirty (30) days shall

constitute continuing of further default and shall permit the Town to exercise any rights and remedies available under this Agreement and the provisions of this paragraph to remedy the default or prevent further work from continuing in accordance with the plan or construction or development of the plan until the Developer's default shall have been rectified.

(b) It is declared and agreed that this Agreement and the covenants, provisos, and conditions, and Schedules herein contained shall ensure to the benefit of and be binding upon the parties hereto and upon their respective heirs, executors, administrators, successors and assigns.

(c) It is declared, agreed, and understood that Schedule "A" through "L" inclusive, annexed hereto, form part of this Agreement. The Parties acknowledge and agree that Schedule "J", List and Timing of Works to be Constructed has been agreed to as to form and content but that the scheduling provisions thereof remain to be negotiated between the Developer and the Town. The parties agree that the scheduling of works is to be agreed upon and the declaration signed by the Developer prior to starting construction of the works and prior to the issuance of any building permits. The declaration, once executed by the Developer and agreed to by the Town, the parties agree that it forms part of the agreement and the parties agree to be bound by it.

52. FINALIZATION OF THIS AGREEMENT

(a) The Developer and Mortgagee(s), if any, hereby authorize the Town to add to Schedule "A" to this Agreement and to all deeds, easements, and other documents delivered by the Developer to the Town to fulfil the terms of this Agreement, the number of the Plan once registered.

IN WITNESS WHEREOF each of the parties hereto have hereunto affixed their hands and seals attested to by the hands of their proper officer duly authorized in that behalf.

Signing officer, President
corporation
I have authority to bind the Corporation.

THE CORPORATION OF THE TOWN OF SAUGEEN SHORES

Luke Charbonneau, Mayor

Linda White, Clerk

We have the authority to bind the Corporation.

SCHEDULE “A”

DESCRIPTION OF LANDS BEING SUBDIVIDED

Owner to have solicitor confirm

SCHEDULE “B”

PLAN OF SUBDIVISION (reduced scale)

Draft MPlan prepared by [surveyor name] dated _____, 2019

SCHEDULE “C”

CONDITIONS OF DRAFT PLAN OF SUBDIVISION

The Conditions of this Draft Plan of Subdivision, File 41-T-2019-xx.4x, were approved by the County of Bruce on month, day, year, which is on file in the Clerk’s Office of the Town of Saugeen Shores.

SCHEDULE “D”

TAXES IN ARREARS, LOCAL IMPROVEMENT CHARGES, LOT LEVIES AND OTHER CHARGES

There is no money owing in regards to this property for Taxes or Local Improvement Charges.

Development Charges will be payable at the time building permits are applied for each individual lot.

Special contributions listed

SCHEDULE “E”

PARKLAND DEDICATION OR CASH-IN-LIEU OF PARKLAND DEDICATION

[description of parkland or cash contribution]

SCHEDULE “F”

ENGINEERING STANDARDS FOR SUBDIVISIONS **TOWN OF SAUGEEN SHORES**

All works are to be in accordance with the Saugeen Shores Subdivision and Site Plan Development Guide, **dated February 10, 2019**.

**SCHEDULE “G”
ITEMIZED ESTIMATE OF COST OF CONSTRUCTION OF EACH PART OF THE
WORKS**

Itemized cost estimate

SCHEDULE "H"

SAMPLE LETTER OF CREDIT

Place & Date of Issue:

LETTER OF CREDIT NO.:

APPLICANT REFERENCE NO.:

APPLICANT: *(Name and Address of Applicant)*

BENEFICIARY: The Corporation of the Town of Saugeen
Shores

600 Tomlinson Drive
P.O. Box 620
Port Elgin, Ontario N0H 2C0

AMOUNT: CAD(00000.00)
(Zero Thousand and 00/100 Canadian Dollars)

DATE OF EXPIRY:

We hereby authorize you to draw on *(Name of Financial Institution)*, *(City)*, Ontario for account of the above-mentioned applicant up to the above aggregate amount available by draft(s) at sight as follows:

Pursuant to the request of the applicant we, *(Name of Financial Institution)*, hereby establish and give to you an irrevocable Standby Letter of Credit in your favour in the above-mentioned total amount which may be drawn on by you at any time and from time to time upon written demand for payment made upon us by you which demand we shall honour without enquiring whether you have a right as between yourselves and the said applicant to make such demand and without recognizing any claim of the said applicant.

Provided, however, that you are to deliver to *(Name of Financial Institution)*, *(City)*, Ontario at such time as written demand for payment is made upon us, the original Standby Letter of Credit for our endorsement of any payment thereon and a certificate signed by your agreeing and/or confirming that monies drawn pursuant to this Standby Letter of Credit are to be and/or have been expended pursuant to obligations incurred or to be incurred by you in connection with Part (#), of Registered Plan (3R-), Application No. (), Re: *(Name of Development)*.

The amount of this Standby Letter of Credit may only be reduced by drawings endorsed hereon or as advised by notice in writing given to us by you.

This Standby Letter of Credit will expire at our counters at *(Name of Financial Institution)*, *(City)*, Ontario on the above-mentioned expiry date.

It is a condition of this Standby Letter of Credit that it shall be deemed to be automatically extended, without amendment, for one year from the present or any future expiration date hereof, unless thirty days prior to any such date we shall notify you in writing by registered mail that we elect not to consider this Standby Letter of Credit renewed for any such additional period. Upon receipt by you of such notice, you may draw hereunder by means of your sight draft(s) accompanied by your written certification that the amounts drawn will be retained and used by you to meet obligations incurred or to be incurred in connection with the above; further, that you will release any amount(s) not required by you to the applicant.

Partial drawings are permitted.

The drafts drawn under this Standby Letter of Credit are to state on their face that they are drawn under *(Name of Financial Institution)*, *(City)*, Ontario, Standby Letter of Credit mentioning its number and date.

We hereby agree that drafts drawn under this Standby Letter of Credit will be duly honoured upon presentation provided that all terms and conditions of the Standby Letter of Credit have been complied with.

This Standby Letter of Credit is subject to the "Uniform Customs and Practice for Documentary Credits (1983 Revision) International Chamber of Commerce, Publication No. 400" and engages us in accordance with the terms thereof.

(Name of Financial Institution)

COUNTER SIGNATURE

AUTHORIZED SIGNATURE

SCHEDULE “I”

LISTING OF APPROVED ENGINEERING DRAWINGS

Table of drawings

SCHEDULE “J”

LIST OF TIMING OF WORKS TO BE CONSTRUCTED

[schedule of timing of works]

In the event the above schedule is not adhered to, the Developer shall pay to the Town, Liquidated Damages in the amount of \$50/day. The Liquidated Damages may be recovered by the Town from the Securities for this project.

SCHEDULE “K”

EASEMENTS, BLOCKS, WALKWAYS & 0.3 METRE RESERVES TO BE GRANTED TO THE TOWN

EASEMENTS

Description of easements to be provided to Town and purpose

WALKWAYS

Description of walkways provided to Town

0.3 METRE RESERVES

Description of 0.3 m reserves provided to Town

STORMWATER MANAGEMENT POND

Description of SWM Pond provided to Town

ROAD ALLOWANCE

As shown on Registered Plan.

OTHER

SCHEDULE “L”

LOTS/BLOCKS WITH SPECIAL PROVISIONS

1. The Developer agrees to provide warning clauses for all lots inclusive which requires that all purchasers be advised in the following manner:

i “Lot Grading

Purchasers are advised that the grading of the lot is subject to an approved Lot Grading Plan. No Owner of any lot shall alter the grade or place or remove any fill material within any yard except in accordance with the approved Lot Grading Plan. Changes or alterations to the approved Lot Grading Plan shall require the prior approval of the Town of Saugeen Shores and Saugeen Valley Conservation Authority.”

ii. “Stormwater Management Facilities

Purchasers are advised that facilities for the management of stormwater runoff on the lot are subject to an approved Stormwater Management Plan. No Owner of any lot shall alter, interfere with or remove any of the Stormwater Management Facilities located within the lot except in accordance with the approved Stormwater Management Plan. Changes or alterations to the approved Stormwater Management Plan shall require the prior approval of the Town of Saugeen Shores and Saugeen Valley Conservation Authority.”

2. list lots with special provisions and their special provisions

SCHEDULE “M”

SPECIAL PROVISIONS TO AGREEMENT

Outline any special provisions related to agreement

Appendix F – Sample Statutory Declaration of Accounts Paid

SAMPLE STAT DEC

STATUTORY DECLARATION RE: PAYMENT OF ACCOUNTS

DOMINION OF CANADA (IN THE MATTER of a Contract, known as a Subdivision Agreement

{Entered into between _____
{ _____ the Municipality
AND
{ _____, the Owner
{Dated _____ 20_____
{For the servicing of _____
{ _____
{In _____, Ontario.

TO WIT:

I, _____ of _____ in the
Province of _____ do solemnly declare:

1. That I am _____ X, of the
(President, Secretary, Treasurer, a Partner, etc.)
Owner named in the Agreement above-mentioned and as such have personal knowledge of the facts
hereunder declared.
2. That the said Owner has complied with the terms of the Construction Lien Act, 1983, and
amendments thereto.
3. That with the exception of accounts listed below, all liabilities (including payment due to all Staff,
Contractors, Suppliers, Workers' Compensation Board, Insurance Companies) incurred by the said
Owner arising out of work performed, have been discharged.

Name & Address of Creditor	Service Rendered	Amount Outstanding	Total
			NONE
(If there are no accounts, enter "NONE" above)			

AND I MAKE THIS SOLEMN DECLARATION conscientiously believing it to be true and knowing that it is of the same
force and effect as if made under oath and by virtue of "The Canada Evidence Act".

DECLARED before me at the

{ _____
{ _____
in the County of _____, this _____
day of _____ 20____.

Appendix G – Sample Site Plan Pre-Servicing Agreement

SAMPLE SITE PLAN PRE-SERVICNG AGREEMENT

THE CORPORATION OF THE TOWN OF SAUGEEN SHORES PRE-SERVICING AGREEMENT

This Agreement made in triplicate this 13th day of August, 2019

B E T W E E N:

ABC Estates Developments Ltd.

(hereinafter collectively called the "Owner")

OF THE FIRST PART

- and -

THE CORPORATION OF THE TOWN OF SAUGEEN SHORES

(hereinafter called the "Town")

OF THE SECOND PART

WHEREAS the Owner has made application to the Town for a Site Plan Approval upon the lands described in Schedule "A" hereto;

AND WHEREAS the Owner and the Town have not yet entered into a Site Plan Control Agreement;

AND WHEREAS the Owner proposes to proceed with the installation of pre-servicing works in accordance with Schedule "B" on the site, hereinafter referred to as the "pre-servicing works", prior to registration of the Site Plan Control Agreement;

AND WHEREAS the Town agrees to permit said pre-servicing works provided the Owner enters into this agreement which sets out the terms and conditions of the Town's approval;

NOW THEREFORE this agreement witnessed that in consideration of the Town permitting the pre-servicing of the lands prior to entering into a Site Plan Control Agreement, the covenants hereinafter expressed and other good and valuable consideration, the parties hereto covenant and agree, one with the other as follows:

PART I SCOPE OF THE AGREEMENT

1.1 For the purposes of this agreement, "pre-servicing works" means the drawings listed in Schedule "B" to this Agreement to service the development prior to the entering into a Site Plan Control Agreement.

1.2 Immediately upon completion of pre-servicing works, any land that does not have construction activity within three (3) months will be top soiled and revegetated/seeded to prevent erosion by either wind, rain or stormwater. The Owner will ensure, through appropriate maintenance of the seeded area, that adequate germination occurs within three (3) weeks of planting to establish a stable vegetative cover. If, in the reasonable opinion of the Town Engineer, adequate germination of the seeded area has not occurred, additional seeding will be required until acceptable ground cover is established.

1.3 This agreement does not relieve the Owner from entering into a Site Plan Control Agreement with the Town.

1.4 This agreement shall define the obligations and duties of the Owner with respect to undertaking the pre-servicing works on the subject lands and without limiting the generality of the foregoing, shall include the nature and specifications thereof and payments required to be made to the Town and such other matters more specifically set out herein.

PART II CONSULTING ENGINEER

2.1 The Owner agrees to retain as a Consulting Engineer, a competent Professional Engineer skilled and experienced in the municipal engineering field. This said consulting engineer shall carry out all the necessary engineering to design, layout, inspect and maintain the works and services herein referred to and to remedy any defects as required, Such consulting engineer or a successor thereto shall continue to be retained until the work provided for in this agreement is completed and formally accepted by the Town.

PART III CONSTRUCTION OF PRE-SERVICING WORKS

3.1 Design and Specifications

The Owner covenants and agrees to construct the pre-servicing works as referred to herein all in accordance with the plans and specifications as prepared by the Consulting Engineer, as shown in Schedule "B" and reviewed by the Town Engineer.

Review of the design and specifications by the Town Engineer shall not be deemed to be an "approval" or "warranty" of said design and specifications and shall not relieve the Owner and/or his engineering consultant from bearing total responsibility and liability with

respect to the said design and specifications. The Town Engineer shall not be held responsible for any claims, actions, damages or costs arising from incomplete, faulty, and substandard design or specification and the Owner shall and does hereby save harmless and indemnify the Town and the Town Engineer with respect to same.

In the event that during the construction of any of the works required by the terms of this agreement there is any dispute relating to the interpretation of any clause herein or of any design drawing or specification, the decision of the Town Engineer shall govern such interpretation.

The owner further covenants and agrees not to let any contractor act for the performance of any of the said pre-servicing work unless and until the form and provisions of the contract, the contractor's guarantees and the contractor have been first approved by the Town Engineer, which approval shall not be unreasonably withheld. The contract or contracts shall provide that the Town Engineer may inspect the construction of all work under the contracts and that the Town Engineer shall have the authority to instruct the contractor or contractors to stop work should any construction be undertaken contrary to the provisions of this agreement.

3.2 Commencement of Construction

The Owner covenants and agrees prior to construction to give to the Town twenty-four (24) hours notice in writing of the date upon which such construction shall commence.

3.3 Inspections by the Town Engineer

The Owner covenants and agrees that the Town Engineer may inspect the construction of works under any contract, but such inspection shall in no way relieve the Owner from its responsibility to inspect the said works itself. If at any time the construction of public works is not, in the opinion of the Town Engineer, being carried out in accordance with good engineering practice, the Town Engineer may issue instructions to the Owner and/or to the Consulting Engineer to take such steps as the Town Engineer reasonably deems necessary to procure compliance with the provisions of this agreement. Such instructions may be written, or may be verbal, in which case the Town Engineer shall confirm them in writing within forty-eight (48) hours. In the event that neither the Owner or the Owner's engineer is present at the site of the works to receive such verbal instruction, the Town Engineer may require the contractor or contractors or workmen to cease work forthwith and is hereby authorized to order such work to cease.

3.4 Faulty Work

In the event that the Town Engineer reasonably deems that the work being carried out is not in accordance with the reviewed plans and specifications or is not proceeding expeditiously, he may order the contractor to stop further work and the Town may draw upon the securities posted pursuant to section 6.1 of this agreement and/or restore said lands with proceeds received from such security provided the Town Engineer gives seven (7) days notice in writing requiring the Owner to comply with the reviewed plans and specifications or to proceed with completion of the works.

3.5 Indemnification

The Owner covenants and agrees to indemnify and save harmless and defend the Town and adjacent land Owners, from all actions, causes of actions, suits claims and demands whatsoever which may arise directly or indirectly by reason of constructing any and all of the works and services in the development or by reason of the maintenance or lack of maintenance of such services by the Owner pursuant to the terms of this agreement.

PART IV CONSTRUCTION LIEN ACT

4.1 Upon receiving notice or upon any liens being filed pursuant to the Construction Lien Act which may affect any of the subject lands in this agreement in which the Town may have an interest, this agreement shall be deemed to be defaulted by the Owner. Upon discovering such default, the Town may forthwith give the Owner notice in writing of the said lien or claim and the Owner shall be allowed to cure or remedy such default by discharging or vacating the said lien to the satisfaction of the Town within ten (10) business days of such notice.

If such default is not remedied or cured as above, the Town may, notwithstanding any other remedies it may have, draw upon any security or Letter of Credit which may be held pursuant to this agreement to secure its interests and may pay into Court any hold back and costs provided by the Construction Lien Act as may be necessary therefore.

PART V LIABILITY INSURANCE

5.1 The contractor shall provide and maintain comprehensive general liability insurance in the minimum amount of Five Million Dollars (\$5,000,000.00) with respect to its vehicular use of Town roads during the full term of this agreement and until such time as a Certificate of Compliance has been issued for the lands described in Schedule "A", naming the Town as additional insured, and to provide a certificate evidencing same, prior to execution of this agreement and as required shall contain provisions for cross-liability,

severability of interests, and no cancellation or alterations without the consent of the Town.

PART VI FINANCIAL ARRANGEMENTS

6.1 The Owner agrees to provide a Letter of Credit in the amount of fifteen thousand dollars (\$15,000.00) to the Town to ensure compliance with the terms and conditions of this agreement and if the Owner having completed the works does not proceed with the development within three (3) months of entering into the Site Plan Control Agreement, the Town may use whatever portion of the security it deems appropriate to restore the lands to an appropriate condition. Upon the Owner entering into the Site Plan Control Agreement this letter of credit will either be transferred to form part of the security required by the Site Plan Control Agreement or returned to the Owner.

PART VII FOULING OF ROADWAYS

7.1 The Owner covenants and agrees not to foul the highways, outside the limits of the development, leading to the lands described in Schedule "A" hereto and further agrees to provide the necessary equipment to be available on reasonable notice at all times to keep public roads clean and if, in the opinion of the Town Engineer, such roads do not meet these requirements, then the work shall be arranged for by the Town at the Owner's expense.

PART VIII GENERAL PROVISIONS

8.1 The town by its officers, servants and agents may enter on to the subject lands or pads thereof and any building(s) erected thereon to ensure the proper compliance of any works required to be constructed by the Owner.

8.2 The Owner covenants and agrees to manage and implement dust control measures that are deemed reasonable by both the Town Engineer and the Consulting Engineer. Best efforts will be undertaken by the Owner to ensure that dust is reasonably controlled and that dust does not negatively impact the enjoyment of neighbouring residents or the commercial well being of neighbouring businesses. Actual dust control measures will be left to the discretion of the Consulting Engineer and the Owner.

8.3 The Owner and contractor will submit a dust control plan for approval by the Town Engineer including a contingency plan for control and mitigating dust before any earthworks is started if requested.

PART IX TOWN ENGINEER

9.1 It is understood and agreed that wherever the term "Town Engineer" is referred to in this agreement or the schedules attached hereto, it shall mean the Director of Infrastructure and Development Services for the Corporation of the Town of Saugeen Shores or persons so designated to act on her behalf.

PART X ADDRESS OF OWNER & CONSULTING ENGINEER

10.1 If any notice is required to be given by the Town to the Owner and/or its consulting engineer with respect to this agreement, such notice shall be mailed or delivered to:

Owner: [owner's address]

Consultant: [consulting engineer's address]

or such other address of which the Owner and/or consulting engineer has notified the Town Engineer in writing and any such notice mailed or delivered shall be deemed good sufficient notice under the terms of this agreement.

PART XI ADMINISTRATION

11.1 The Owner hereby covenants and agrees that this agreement and the schedules hereto or any part or parts thereof may be registered upon the title of the lands. Such registration shall be at the instance of the Town and its sole and absolute discretion.

IT IS HEREBY DECLARED that this agreement and the covenants, provisos, conditions, and schedules herein contained shall be binding upon and enure to the benefit of the parties hereto, their successors and assigns.

WHENEVER the singular and masculine are used throughout this agreement, the same shall be construed as meaning the plural or feminine or neuter where the context of the parties hereto require.

IN WITNESS WHEREOF the Parties hereto have hereunto affixed their corporate seals under the hands of their officers properly authorized in that behalf.

SIGNED, SEALED & DELIVERED

, President

ABC Developments Ltd.

I have authority to bind the Corporation.

THE CORPORATION OF THE TOWN OF SAUGEEN SHORES

Mayor

Clerk

We have the authority to bind the Corporation

Schedule “A”
Description of the lands subject to this Agreement

ALL AND SINGULAR that certain parcel or tract of land in the County of Bruce, Province of Ontario, and composed of:

PIN [insert PIN]

[insert legal description]

All in the Town of Saugeen Shores, County of Bruce, Province of Ontario

**Schedule “B”
Works to be Installed**

Drawing Title	Author	Revision	Date

Appendix H – Sample Site Plan Agreement

SAMPLE SITE PLAN AGREEMENT

TOWN OF SAUGEEN SHORES

SITE PLAN CONTROL AGREEMENT

[landowner name]

_____ **2019**

THIS AGREEMENT MADE IN QUADRUPLICATE THIS ___TH DAY OF _____, 2019.

BETWEEN

THE CORPORATION OF THE TOWN OF SAUGEEN SHORES

hereinafter called the "Town"

OF THE FIRST PART,

- and -

[insert landowner name]

hereinafter call the "Owner"

OF THE SECOND PART,

SITE PLAN CONTROL AGREEMENT

WHEREAS the Owner represents that it is the registered owner of those lands in the Town of Saugeen Shores, County of Bruce, described in Schedule "A" attached hereto and forming part of this agreement.

AND WHEREAS the parties hereto agree that the lands affected by this agreement are as set out in Schedule "A" attached hereto;

AND WHEREAS the Town has enacted a Site Plan Control Area By-Law pursuant to the provisions of Section 41 of The Planning Act, 1990;

AND WHEREAS the covenants in this agreement are binding upon the Owner and when registered on title are binding upon all successors in title;

AND THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the approval of the plans for the development on the subject parcel of land by the Town and the sum of ONE (\$1.00) DOLLAR, the receipt of which is hereby admitted, the Owner for himself and for all successors in title, HEREBY AGREES with the Town as follows:

GENERAL PROVISIONS

1. The parties to this agreement hereby agree that the Owner as herein stated is the registered owner of those lands described in Schedule "A" to this agreement and the lands affected by this agreement are as described in Schedule "A" to this agreement, hereinafter called the "subject lands".
2. The Owner for himself and all of its successors in title hereby releases the Town, its servants, agents and contractors from any and all liability in respect of the construction, proper maintenance and operation of the facilities required by this agreement and shall indemnify the Town in respect of any loss or damage to any person or property entering the "subject lands" under the terms of this agreement.
3. The Owner agrees to allow the Town at the owner's expense and at the Town's sole discretion to register or deposit this agreement in this Registry Office for the County of Bruce against the "subject lands".
4. The Owner will at all times indemnify and save harmless the Town of and from all loss, costs and damages which the Town may suffer, be at or be put to, for or by reason of, or on account of the construction, maintenance or existence of pavements, curbs, plantings and other improvements upon the untravelled portions of road

allowances where the same are required by this agreement to be provided by or at the expense of the Owner and such indemnity shall constitute a first lien and charge upon the "subject lands".

5. The Owner shall not call into question directly or indirectly in any proceedings whatsoever in law or in equity or before any administrative tribunal the right of the Town to enter into this agreement and enforce each and every term, covenant and condition herein contained and this agreement may be pleaded as an estoppel against the Owner in any such proceedings.
6. The clauses of this agreement are independent and severable and the striking down or invalidation of any one or more of the clauses does not invalidate all or any of the remaining clauses.
7. Nothing in this agreement shall relieve the Owner from complying with all applicable municipal or provincial requirements.
8. The Owner hereby grants to the Town, its servants, agents, and contractors a license to enter the "subject lands" for the purpose of inspection of the works and the "subject lands" or for any other purpose pursuant to the rights of the Town under this agreement.
9. **TOWN'S LEGAL, ENGINEERING AND ADMINISTRATIVE COSTS.**

The Owner agrees to pay to the Town, all costs of the Town's Director, Infrastructure and Development Services and Solicitor for all costs involved in negotiating this Agreement, preparing and executing this Agreement, costs involved in processing the Plan and for checking of plans and specifications and for the supervision and inspection on behalf of the Town and generally any and all costs associated with or attributable to, in any way, the development, Site Plan Agreement or interpretation thereof.

The Owner agrees to forthwith upon application to the Town for the preparation of this Agreement, pay to the Town as a deposit the sum of One Thousand, Seven Hundred Eighty dollars (\$1,780.00) of which One Thousand dollars (\$1,000) shall be used and applied to accounts rendered by the Town's solicitor and Engineer for the costs as referred to in the following paragraph; and of which Seven Hundred Eighty dollars (\$780.00) shall be a non-refundable administration fee retained by the Town.

Accounts billed by the Town's solicitor, and Engineer shall be submitted directly to the Town for payment and the Town will then forthwith submit the said accounts to the Owner for reimbursement of the deposit fund referred to herein so that the initial deposit in the amount of One Thousand (\$1,000) will again be built up to enable the Town to pay the next accounts as they are received from time to time.

The Town agrees that the initial deposit in the amount of One Thousand dollars (\$1,000) and such further deposits as may be required will be held by the Town in a Special General Account.

If the Owner fails within a period of twenty (20) days from the date of mailing of accounts, to reimburse the Town for accounts submitted for reimbursement, it is understood that the Town, in addition to any and all other remedies it may have, may also draw on the Securities provided by the Owner as outlined in Section 14 of this Agreement.

10. **OWNER'S CONSULTING ENGINEER.**

The Owner shall employ engineers and architects registered in Ontario, or other competent persons

- (a) to prepare designs,
- (b) to prepare and furnish all required drawings,

(c) to provide the field layout, the contract administration and the supervision of the construction of the Internal Services and External Services.

(d) to act as the Owner's representative in all matters pertaining to the construction.

(e) to furnish the Town at the Owner's expense with a certificate with respect to the building for which a building permit application is made certifying that the proposed construction is in conformity with the "Approved Site Plan" and "Site Development" requirements attached hereto as Schedules "B" and "C".

(f) to prepare and provide the Town, at the Owner's expense, a Certificate of Completion indicating that the property has been developed in conformity with the "Approved Site Plan" and "Special Site Development Requirements" attached hereto as Schedules "B" and "C".

(g) to prepare and provide the Town with a Construction Schedule when requested by the Town.

(h) All of the matters referred to in this paragraph shall be completed to the sole satisfaction of the Town.

SITE DEVELOPMENT AND MAINTENANCE PROVISIONS.

11. The Owner agrees to undertake development on the "subject land's, at his sole expense, in conformity with the site plan as detailed in Schedule "B" attached hereto, which shall hereinafter be referred to as the "Approved Site Plan".
12. The Owner agrees to provide, install or otherwise abide by, at his sole expense, the site development requirements as detailed in this Agreement and its Schedules attached hereto.

13. Upon completion of the development of the "subject lands" in conformity with the provisions of this agreement to the sole satisfaction of the Town, the Town shall issue a Certificate of Compliance.

"Certificate of Compliance" shall mean a statement by the Town as to the Substantial Completion of the works, matters and facilities required by this agreement and shall not be deemed to certify compliance with any other municipal or provincial requirements, regulations, or by-laws, and the Town shall not be estopped from pursuing any or all of its rights to enforce the continuing obligations of the Owner under this agreement or to enforce any other of the Town's requirements, regulations or by-laws which relate to the subject lands.

14. Prior to obtaining a building permit or proceeding with any work herein described, whichever the case may be, the Owner agrees to:

(a) provide a security (hereinafter called "the security") to the Town in an amount as detailed in Clause 28 by way of cash or a Letter of Credit in a form acceptable to the Town which shall have an initial expiry date no sooner than the date as detailed in Clause 28 to ensure the provision of all matters and facilities required pursuant to this agreement and other applicable municipal requirements within the prescribed time period, and such security shall be refunded to the Owner without interest upon issuance of a Certificate of Compliance, unless the Town exercises its rights under Clauses 15 and 17 of this agreement, in which case the security shall be forfeited absolutely to the Town as liquidated damages and not as a penalty.

(b) Meet the financial obligations of the Hydro Electrical Supplier for the servicing of this development.

15. Where the Owner is required by this agreement to do work and where such work is not done by [insert date to be completed by] or where the Owner does not otherwise abide by the requirements of this agreement, the "security" shall be forfeited

absolutely to the Town as liquidated damages and not as a penalty, and a Certificate of Compliance shall not be issued until such work has been completed. The Owner also agrees that in default of any required work being completed within the prescribed time period, or failure to provide, retain, maintain, repair or use those matters and facilities of this agreement, the Town, its servants, agents, and contractors shall have the right after thirty (30) days of the mailing of a notice to the Owner at the address as detailed in the last revised assessment role, to enter the "subject lands" to complete such works required by this agreement, or to demolish in whole or in part, and to conduct such works as are reasonable and necessary to improve safety of the works, or to restore, in whole or in part the location to its natural state or as it was prior to the commencement of any construction thereon, as the Town deems necessary in its sole discretion, and all expenses incurred by the Town in doing such work shall become a charge against the "subject lands". Should the Town be required to complete such works required by this agreement, as the Town deems necessary in its sole discretion, and all expenses incurred by the Town in doing such works shall become a charge against the "subject lands", and may be recovered by court action or in like manner as unpaid municipal taxes.

16. The Owner agrees that the Town shall not be liable to compensate the Owner, occupant, or any other person having an interest in the property, by reason of anything done by or on behalf of the Town under the provisions of this agreement.
17. The Owner agrees that the security may be used to rebuild or repair any public facilities damaged or altered during development of "subject lands". The Owner acknowledges that this provision does not relieve the Owner of the responsibility to repair or rebuild any public facilities damaged or altered during development of the "subject lands" to the requirements of the Town Director, Infrastructure and Development Services and the Owner shall pay all costs of such reconstruction or repair.

18. The Owner hereby acknowledges that failure to complete all required works within the specified time period shall mean a certificate of compliance may not be issued until such work necessary to complete the development is done, and that until such Certificate of Compliance has been issued, in the event that the prescribed time period has lapsed, the Town has the right to refuse issuance of any permit necessary to carry out any additional work on the "subject lands".
19. All maintenance and repair of facilities and matters required by the agreement shall be done by the Owner from time to time at his sole risk and expense and the Owner agrees the "subject lands" will not be used in any manner which will impede or prohibit performance of the maintenance provided for this agreement.
20. The Owner agrees to maintain in good repair and at his sole expense the "subject lands" in conformity with the provisions of Schedule "B": (approved site plan) and Schedule "C" (special site development requirements), and all other requirements pursuant to this agreement, and all repair or maintenance shall conform with the requirements of this agreement as it applied to the original development.
21. The Owner agrees that all vaults, containers, collections bins and other facilities which may be required for the storage of garbage and other waste material shall be kept within a completely enclosed building or a completely enclosed container in a location acceptable to the Town.
22. The Owner agrees that at his sole expense, that all parking areas provided on the "subject lands" shall be reasonably, in all circumstances, maintained clear of snow so as not to prohibit or block or in any way restrict access along any driveway, walkway for vehicular and pedestrian traffic or reduce the number of useable parking spaces below the minimum number of spaces required by the Town's zoning or provide adequate snow storage space. That the Owner further agrees snow will not be collected in such a manner that, it blocks visibility adjacent to a street. Further, it should not be collected in such a manner that it blocks drainage to a street drain or

drainage facilities on site. Further, it should not be collected in such a manner, that melt water would affect any abutting property.

23. The Owner agrees to maintain at his sole expense and in good repair to standards acceptable to the Town all landscaped open space, private driveways and complementary facilities, and private approach sidewalks which are located on untraveled portions of Town owned road allowances abutting the subject lands.
24. If any notice is required to be given by the Town to the Owner with respect to the Agreement, such notice shall be delivered to:

[insert address of landowner]

or may be given to the Owner by prepaid registered mail and any such notice forwarded by prepaid mail shall be deemed to have been delivered on the third business day after mailing. If notice is to be given by the Owner to the Town it shall be similarly given to:

The Corporation of the Town of Saugeen Shores

600 Tomlinson Drive, P.O. Box 820

Port Elgin, Ontario N0H 2C0

25. In the event that the surface water management plan recommends the establishment of any stormwater works, detention or retention facilities, the operation and maintenance of same shall be the responsibility of the owner to the satisfaction of the municipality.

DEFINITIONS

26. Definitions for terms, which may be used in this agreement, shall be as follows:
- (i) "Building Area" shall mean the only area upon which the erection and use of buildings and structures shall be permitted, but may include areas of Landscaped Open Space.

- (ii) "Landscaped Open Space" shall mean the areas of open space comprised of lawn and ornamental shrubs, flowers and trees and may include space occupied by paths, walks, courts, patios, but shall not include parking areas, traffic aisles, driveways and ramps

SITE DEVELOPMENT REQUIREMENTS

27. The Owner agrees to obtain a building permit for the development within twelve months from the signing of this Site Plan Control Agreement. Failure to obtain a building permit within the prescribed time period shall mean this agreement is null and void, except paragraphs 30, 31, 35, 40, 41 and 43.
28. Pursuant to Clause 15 of this agreement, the security shall be in amount of \$x,xxx equal to \$1/square foot of the proposed new or altered gross ground floor building area and \$xx,xxx representing the estimate of the cost to install all off-site works as shown on the approved drawings and such security shall be in the form of a Letter of Credit or other acceptable security as the Town may deem satisfactory and such Letter of Credit shall have an initial expiry date of two (2) years from its date of origin.
29. The Owner agrees that any lighting of the land shall be installed in such a manner so as to deflect the light away from adjacent streets and properties.
30. The Owner shall prepare and submit for approval to the Town's Sign Administrator a signage plan, in accordance with the Town's Sign By-Law and the Owner agrees to implement the approved signage plan, unless alternatives are provided for in this Agreement.
31. The Owner agrees to ensure during development of the "subject lands" that appropriate devices are installed and measures taken to prevent unreasonable erosion of soil from the site by wind or water, and the Owner agrees to abide by any request of the Town's Chief Building Official or Director, Infrastructure and Development Services in this regard, acting reasonably.
32. The Owner agrees to install temporary fencing or otherwise adequately protect all tree shrubs and other vegetation which are to be retained, and such fencing shall be

located no closer to any trees than the drip line of such trees, and the Owner agrees to abide by the requirements of the Town's Director, Infrastructure and Development Services in this regard, acting reasonably.

33. The Owner agrees that any internal driveways, which are necessary for and designated as a fire route, shall be so designed and constructed so as to carry the weight of the Town's Fire Fighting equipment.
34. This Agreement is not transferable or assignable by the Owner, without the prior written consent of the Town. In the event that the purchaser is a limited company, any transfer of the common shares, such that the majority of Ownership of the limited company passes from the party executing this Agreement personally, shall constitute assignment or transfer and shall require the written consent of the Town.
35. All of the requirements referred to in this Agreement including the Schedules to this Agreement hereof shall be completed to the sole satisfaction of the Town with respect to the timing for completion of it and with respect to the quality thereof.
36. Rooftop mechanical structures and equipment shall be screened to the Town's satisfaction and details of any screening shall be shown on the Building Permit drawings.
37. The Owner agrees to construct all off-site works as shown on the approved drawings.

IN WITNESSETH WHEREOF the parties have hereunto set their hand and seal.

[insert corporate name]

[insert signing officer name]

President

I have authority to bind the corporation

**THE CORPORATION OF
THE TOWN OF SAUGEEN SHORES**

Luke Charbonneau, Mayor

Linda White, Clerk

We have authority to bind the corporation

SCHEDULE "A"
SUBJECT LANDS

ALL AND SINGULAR that certain parcel or tract of land in the County of Bruce, Province of Ontario, and composed of:

PIN [insert PIN]

[insert legal description]

All in the Town of Saugeen Shores, County of Bruce, Province of Ontario

SCHEDULE "B"

APPROVED SITE PLAN

The "approved site plans" shall be as follows on file with the Clerks Office of the Town of Saugeen Shores:

1. [insert drawings]

SCHEDULE "C"

SPECIAL SITE DEVELOPMENT REQUIREMENTS

1. [insert any special provisions]

Appendix I – Standard Town Conditions of Draft Plan of Subdivision Approval

Identification

1. That this approval applies to Plan of Subdivision File 41T-2019-xx.4x for [landowner] submitted by _____ dated _____.

Servicing, Stormwater Management, Public Roads, Walkways, Streetlighting & Future Development.

2. Any dead ends and open sides of road allowances created by this Draft Plan shall be terminated in 0.3 metre reserves.

3. Walkways and Service Corridors shall be conveyed to the Town of Saugeen Shores, free and clear of encumbrances.

4. a. Sidewalks shall be installed on one side of the local streets in a location and standard approved by the Town of Saugeen Shores.

b. Sidewalks shall be installed on both sides of collector roads in a location and standard approved by the Town of Saugeen Shores.

c. Sidewalks shall be installed external to the Plan of Subdivision, where required by the Town.

5. Before any lots, blocks, roads, walkways, trails, service corridors, 0.3 metre reserves, identified in this Plan are conveyed to the Town of Saugeen Shores, they shall be free and clear of encumbrances.

6. All street and public lighting fixtures shall be dark-sky compliant.

7. Site Visibility Triangles at the intersections of all roads shall be conveyed to the Town of Saugeen Shores, as required by the Town and shall be provided clear and free of encumbrance.

8. Temporary turning circles or other approved turnarounds, shall be installed, if required by the approved phasing/staging of the subdivision, to the Town's satisfaction. Provisions for the design, construction, and decommissioning of the turnarounds shall be incorporated in the subdivision agreement.

9. Street A shall be constructed and connected to [other Town streets] to the Town's satisfaction and all restoration of [other Town streets] shall be provided to the Town's satisfaction.

10. The Owner acknowledges that Draft Approval is not a commitment by the Town of Saugeen Shores to water or sanitary servicing capacity generally. Notwithstanding the

previous statement, commitment to reserve water and sanitary servicing capacity shall be granted where existing agreements identify such commitment but only to the extent such detail provides in existing agreements.

11. Watermains shall be looped as required by the Town of Saugeen Shores.

12. The Owner shall prepare a Stormwater Management Plan by a technically qualified consultant in accordance with the Functional Servicing Report prepared by [qualified consultant] and approved by the Town. The Stormwater Management Plan shall confirm the legal status of the various outlets proposed to drain the site. Requirements for drainage easements/blocks shall be identified. The Stormwater Management Plan shall demonstrate safe conveyance of stormwater through the development and across any external lands, as necessary.

13. The Owner shall prepare, to the Town's satisfaction, a Lot Grading Plan by a technically qualified consultant; The Plan shall indicate proposed lot grades and shall ensure minimal removal of trees. The Agreement may impose lot grading securities on each lot to provide assurances that the lots are graded in accordance with the approved drawings.

14. The Owner shall prepare an erosion control plan to the Town's satisfaction.

15. All internal and external services and upgrades to existing services required for the development of this Plan shall be designed by a qualified professional to the Town of Saugeen Shores satisfaction and in accordance with the Town's Development Manual and constructed/installed at the owner's expense.

Parkland / Open Space

16. That the Owner conveys land in the amount required pursuant to the Official Plan for The Town of Saugeen Shores for residential purposes to the Town of Saugeen Shores for park purposes Alternatively, the Town of Saugeen Shores may accept cash-in-lieu for the said conveyance and under provisions of The Official Plan for The Town of Saugeen Shores is hereby authorized to do so. The Town may also accept a combination of land and cash to satisfy this requirement.

Easements

17. That the Owner agrees to grant such easements as may be required for utility or drainage purposes to the Town of Saugeen Shores or other appropriate authority.

Subdivision Agreement

18. That the Owner enter into an agreement with the Town of Saugeen Shores to satisfy all the requirements of the Town of Saugeen Shores, and including matters required in these conditions of approval and may also include the following to the satisfaction of the Town of Saugeen Shores:

i. the contribution to or the making of any required off-site improvements.

19. That the Subdivision Agreement be registered by the Town of Saugeen Shores against the land to which it applies and a copy of the registered agreement be forwarded to the County of Bruce at the time of Final Approval of the Plan.

Staging and Lapsing

20. That the Owner agrees to stage any development of the Plan in a manner satisfactory to the Town of Saugeen Shores.

21. The Owner shall prepare a **Phasing Plan**, if deemed necessary by the Town, outlining the timing of the required studies, and the design and timing of construction of all amenities and services (road construction, services, pedestrian linkages, trails connections, etc.).

Utilities & Canada Post

22. An overall utility distribution plan shall be prepared and submitted for approval to the satisfaction of the Town of Saugeen Shores.

23. The Owner agrees to make satisfactory arrangements with the appropriate electric provider for the provision of permanent or temporary electrical services to this Plan.

24. The Owner agrees to make satisfactory arrangements for the provision of permanent or temporary telecommunications services, gas and cable services to this Plan.

25. The Owner agrees to make satisfactory arrangements for the installation of postal boxes, if deemed necessary by Canada Post. The location and design of postal boxes shall be jointly approved by Canada Post and the Town of Saugeen Shores.

Official Plan and Zoning By-law

26. That the County of Bruce be advised by the Town of Saugeen Shores that the Plan of Subdivision conforms to the Town of Saugeen Shores Local Official Plan approved under the Planning Act.

27. That the County of Bruce be advised by the Town of Saugeen Shores that the Plan of Subdivision conforms to the Zoning By-law approved under the Planning Act. Holding

provisions, pursuant to Section 36 of The Planning Act may be used in conjunction with any zone category to be applied to the subject lands in order to ensure that development does not occur until such time as the Holding “H” symbol is removed in accordance with the provisions of The Planning Act. The Zoning By-law shall specify the terms under which Council may consider the removal of the Holding “H” symbol.

Notices & Warning Clauses

28. That the Subdivision Agreement between the Owner and the Town of Saugeen Shores include the requirement for the following Notice / Warning Clauses to be included in all offers of purchase and sale for residential lots on the Plan:

i. *“Stormwater Management Facilities*

Purchasers are advised that facilities for the management of stormwater runoff on the lot are subject to an approved Stormwater Management Plan. No Owner of any lot shall alter, interfere with or remove any of the Stormwater Management Facilities located within the lot except in accordance with the approved Stormwater Management Plan. Changes or alterations to the approved Stormwater Management Plan shall require the prior approval of the Town of Saugeen Shores and Saugeen Valley Conservation Authority.”

ii. *“Lot Grading*

Purchasers are advised that the grading of the lot is subject to an approved Lot Grading Plan. No Owner of any lot shall alter the grade or place or remove any fill material within any yard except in accordance with the approved Lot Grading Plan. Changes or alterations to the approved Lot Grading Plan shall require the prior approval of the Town of Saugeen Shores and Saugeen Valley Conservation Authority.”

Other

29. All disturbed lots or blocks to be left vacant for longer than thirty (30) days shall be graded, seeded and maintained to the satisfaction of the Town of Saugeen Shores.

Digital Plan Submission

30. That prior to Final Approval the Owner shall submit to the Town of Saugeen Shores a digital file of the Plan to be registered in a format approved by the Town of Saugeen Shores.

Notes to Draft Approval: Subdivision File No. 41T-2019-xx.4x

1. We strongly recommend that a 'draft' of the Final Plan be submitted to the County and the Registry Office for pre-clearance prior to the submission of any Application.
2. The Owner is advised that Draft Approval is not a commitment by the Town of Saugeen Shores to water or sanitary servicing capacity.

Appendix J – Development Engineering Standards

Introduction

This section outlines the requirements for design drawings as well as the technical standards to be adhered to in the designs of subdivisions. Where appropriate, these standards should be applied to site plan developments and municipal road reconstruction projects as well.

Consulting Engineer

All reports, drawings and specifications shall be signed, sealed and dated by a Professional Engineer licensed in the Province of Ontario and employed by the Consulting Engineering firm or personally designated as a Consulting Engineer.

The Consulting Engineer shall be responsible to carry out the design of all services including the:

- Preparation of design drawings
- Preparation of specifications and contract documents
- Preparation of studies and reports
- Assistance in obtaining approvals
- Full-time, on-site inspection during service installation
- Preparation of field records
- Chairing and preparing minutes of pre-construction meetings and regular job meetings
- Co-ordination of the installation of other utilities (gas, telephone, cable T.V.)
- Preparation of record drawings
- Preparation of lot grading sheets
- Attendance at the final inspection meeting

Easements and Right-of-Ways

Unless otherwise approved by the Town, no permanent structures including trees, fences, and shrubs but excluding driveways shall be placed on right-of-ways or easements. Exceptions may be made for fences on side and rear lot lines where there are no restrictions for Stormwater management or other servicing easements with the written approval of the Director of Infrastructure & Development Services. The Town will not be responsible to restore any permanent structure located on easements, except for driveways. Any trees, shrubs or landscaping structures will not be restored.

Oversizing and Off-Site Costs

The Developer's Consulting Engineer will provide an estimate of the oversizing and off-site costs. The Town will establish the cost sharing method to be used in attributing oversizing or off-site costs.

The Town will use its best efforts in recovering these costs on behalf of the Developer. However, the Town does not guarantee that Developers will be repaid the oversizing or off-site costs.

Plans and Drawings

All drawings shall be prepared in a neat and legible fashion. The information presented on the drawings shall be completed using AutoCAD (2015 or later).

Draft Plans

Draft Plans shall be drawn to scale. The boundaries of the development shall be staked and certified by an Ontario Land Surveyor. A reproducible copy of the plan shall be submitted. Electronic copies are also required (ACAD 2015 or later).

The Draft Plan shall show

1.

Site Plans

Site Plans are to be drawn to scale. Submissions shall include information as outlined in the Town's Subdivision and Site Plan Development Guide and the following:

The application must be accompanied by a legal description of the property and a PLAN ACCURATELY DRAWN indicating the scale at which the plan is drawn. (i.e.: 1 cm - 300 metres) and whether metric or imperial measurements are used. The Plan shall show the following (see the example on the back page for clarification):

- a) the parcel of land that is the subject of the application, its boundaries and dimensions.
- b) abutting land owned by the applicant/owner, its boundaries and dimensions;
- c) the distances between the applicant/owners land and municipal lot lines and/or relevant landmarks (i.e.: bridges, railway crossings, etc.);

- d) the location of all natural and artificial features on the subject land (i.e.: buildings, railways, highways, towers, watercourses, drainage ditches, banks, slopes, swamps, wooded areas, wells, and septic tanks, landscaped areas, fencing, buffer strips, sidewalks and parking spaces);
- e) the location of any of these features on adjacent lands;
- f) the distance of buildings and structures from the front, rear and side yards;
- g) the location of any septic tanks and tile beds, the dimensions of any tile beds, the setbacks of the septic system from existing and proposed lot lines, buildings or structure, and any other significant natural features. Please also attach a copy of the "Certificate of Approval" for the septic system, if applicable.
- h) the use of adjoining land (i.e.: residential, agricultural, cottage, commercial, etc.)
- i) the location, width, and names of all road allowances, rights-of-way, streets or highways within or abutting the property, indicating whether they are public traveled roads, private roads, seasonal, opened or unopened road allowances;
- j) the location and nature of any restrictive covenants or easements affecting the subject land; and,
- k) plan should include a North arrow.

All site or subdivision plans and record drawings and/ or specifications must be submitted in digital format (CD ROM or DVD) to the Town and must be prepared in an AutoCAD CAD or GIS environment. One set of hard copy prints and one pdf version will accompany the digital submission.

Engineering Drawing Standards

All engineering drawings shall be prepared in a neat and legible fashion. The information presented on these drawings shall be completed using a computer aided drafting program (i.e. AutoCAD current within 3 years).

All General Servicing Plans, Plan and Profile Drawings, Grading Plans and Detail Drawings shall be prepared on standard A1 size sheets. (590mm x 841mm).

Each individual drawing must give clear instructions as to the materials, methods and details of construction.

- The lot numbering and block identification in accordance with the Registered Plan shall be shown on all engineering drawings.
- All elevations shown on the engineering drawings are to be related to UTM 17N NAD 83 Geodetic datum.
- All plan and profile drawings are to be prepared so that each roadway can be filed separately. Road names shall be identified on the plan portion of the drawings.
- When the roads are of a length that requires more than one drawing, match lines are to be used with no overlapping of information.
- The reference drawing numbers for all intersecting roads and match lines shall be shown on all plan and profile drawings.
- A title block depicting the date, date of revisions, and scale of the plan in metric units shall be on all drawings.
- A north arrow shall be referenced on all drawings.
- All engineering drawings must be stamped and signed by a professional engineer.

A scale bar shall be provided and shall be drawn to the following scales:

Overall Servicing Plans	1:1000
Plan/Profile	1:500 Horizontal 1:50 Vertical
Lot Grading Plans	1:500
Erosion Control	1:500 or 1:1000
Stormwater Management Facility Plan	1:500
Landscape Plans	1:500 or 1:1000

Drawings shall be oriented such that North points up and/or to the right (or left if required). Dimensions and elevations shall be provided in metric units. Labels and line-types shall be used to make reading the drawings easy and shall differentiate between existing and proposed services. Surrounding drainage patterns shall be shown with arrows in the direction of flow. Pipe labels shall include flow direction, size, length and material. Where known, groundwater elevations and floodplains shall be shown on applicable drawings.

CAD Submissions for GIS

These requirements are meant for all municipal projects. These requirements are meant to aid the Town of Saugeen Shores with seamless integration into our GIS system.

These requirements are to be used in conjunction with Section 1 of Schedule “F” of the Town of Saugeen Shores Subdivision Agreement.

These requirements will be reviewed and upheld on all as-constructed submissions.

All submitted drawings will be in the UTM NAD 83 CSRS Zone 17 Coordinate system and reference at least two (2) of the Town's published monuments.

Special care will be taken to ensure all lines are properly snapped, extended or lengthened together.

Polylines will be used to limit the amount of "segments" that are in the drawing.

One complete drawing (of the plan) will be made in Model space and segmented in Layout space.

A Point will be placed at the center and/or intersection point of all structures (i.e. Manhole, valves, tees, cleanouts, curb stops, etc.) on the appropriate layers.

The as constructed drawings will have the updated locations of all structures and services.

Descriptive layers will be required that clearly identify the objects. This will apply to existing, proposed and future objects included in the CAD submission. Please use the following examples as references and create your layers to provide similar information.

For proposed 200mmØ PVC DR18 watermain

N-200mmWM-PVC-DR18

For proposed 1800mmØ storm CBMH

N-1800mmSTM-CBMH

For existing 900mmØ PE PS320 Perforated Storm Sewer

E-900mmSTM-PE-PS320-PERF

For future 600.040 Concrete curb and Gutter

F-CG-600.040

This level of information will be required for each layer no matter the object. Some objects may require more info and some may require less.

When submitting as constructed drawings please include the appropriate plot style(s).

Features which contain a third dimension or elevation data (z value) must have the elevation value within the attribute data. If elevation data is submitted in CAD format then the value must be part of the feature.

Record Plans

- On completion of the work and prior to acceptance of the services, the drawings shall be revised and labelled “As Recorded”. Three complete hard copies and one complete Digital copy on CD (in AutoCAD .dwg format) are to be turned over to the Town.
- On completion of the work and prior to acceptance of the services individual Lot Service drawings shall be submitted to the town. These drawings will clearly show the location of the new services in relation to the side lot lines. In addition the size, type, class and depth of the services shall be recorded.
- Wherever possible, underground utilities located relative to property lines shall also be located relative to the surface features. The as-built drawings shall be dated and noted as-built.

One set of prints reproducible, and two copies in electronic format (CD Disk) shall be provided to the Director of Infrastructure & Development Services. The two electronic copies one is to be in ACAD format, and one is to be in a Adobe pdf format. As-built drawings must be submitted within 60 days from the date the Director of Infrastructure & Development Services has “accepted the services”.

Lot Servicing Sheets/Registered Lot Creation Drawings

Using the preferred Town format, the Consulting Engineer shall provide copies of lot servicing sheets and registered lot creation drawings (i.e. M-plans, R-plans). Digital copies of each (lot servicing and registered lot creation drawings), shall be submitted with the as-built drawings. The lot servicing sheets shall show the location and elevation of lot services (storm, sanitary, water). It shall also show at least two ties for each service location at the termination point. If available, the municipal address should also be included. All grades shall be geodetic. The form for the lot servicing sheets is included in Appendix A. Electronic copies are available from the Town.

Construction Documents and Specifications

All specifications and contract documents shall be prepared on 8 1/2 x 11 paper, neatly bound with a cover clearly describing the particulars of the development. The first sheet shall include the date, name, and telephone number of the Consulting Engineering firm who prepared the documents. A standard template can be made available through the Engineering Services Team.

It shall include the following:

- Information on Tenderers
- Form of Tender
- Form of Agreement
- Special Provisions
- Technical Specifications
- General Conditions

The specifications and contract documents shall refer to the OPSS wherever applicable, except as amended or extended by the Town's requirements.

Site Plans

General

The general requirements of this appendix shall apply and govern except as may be extended or amended herein. Through site plan control agreements, all new development shall be responsible for the collection and disposal of collectable garbage or waste generated by the new development.

Parking and Access Areas

All parking areas and access areas shall be paved with asphalt, concrete or paving stones to control dust and provide adequate drainage.

Stormwater Management Facilities

Should Developers use the parking area as temporary ponds to store stormwater, the maximum depth of ponding shall be limited to 150mm for a 1:5 year rainfall event unless it can be shown that deeper depths will not adversely affect parking lot operations.

Utilities

Canada Post Mailbox Locations

The Developer is required to contact Canada Post early in the design process to establish the preferred locations for mailboxes. The locations selected are subject to approval by the Town in order to verify they will not interfere with other municipal services. For community mailbox locations, a car bay shall be included.

All details associated with the community mail centres or community mailboxes shall be identified on the Engineering Drawings and will be subject to the approval of the Town. The Developer shall be responsible for constructing mail infrastructure within residential subdivisions, prior to the issuance of the first building permit.

Roadways

Road Classifications

Arterial streets are defined by the Town as part of a traffic study.

Collector residential streets will be defined in the Development Agreement and are streets that provide the major access and egress point to the development in the area. These streets will be the major access route for fire fighting and emergency service vehicles to the development and will generally service more than 200 residential units. The estimated minimum Annual Average Daily Traffic (AADT) would be 1000 when the site and surrounding area are developed. Collector roads may have restricted and/ or controlled access.

All other residential streets are classified as local residential streets.

Cul-de-Sacs

The right-of-way width for local roads shall be 20.0 meters or as determined in the OP. For arterial roads contact the Director of Infrastructure & Development Services. The Town may accept, by resolution of Council, narrower right-of-ways with easements on each side for utilities on local roads and cul-de-sac streets.

Cul-de-sacs shall be permitted when they are 150 meters or less in length measuring from the intersecting right-of-way to the end of the cul-de-sac. For staged development temporary dead-end roads shall have a maximum length of 250 meters.

Minimum Turning Radius

Unless specifically noted otherwise, all intersection streets shall have a minimum radius of 9 meters (measured at the edge if asphalt). Cul-de-sacs shall have a minimum radius (measured at edge of asphalt) of 15 meters.

Vertical Curves

All point of grade changes in excess of **1.5%** shall be designed with vertical curves as outlined in the current Transportation Association of Canada's (TAC) Geometric Design Guide for Canadian Roads Part 1 and Part 2. The minimum visibility curves to be used are outlined in the geometric details for each roadway classification. The minimum tangent length of any road grade shall be 9 metres.

Pavement Design

Asphalt Pavement structures shall consist of the following minimum material thicknesses:

<u>Local Roads</u>	
--------------------	--

HL3 Surface Asphalt	40mm
HL4 Base Asphalt	40mm
Granular "A" Base	150mm
Granular "B" Sub base	300mm
<u>Collector Roads and Industrial Roads</u>	
HL3 Surface Asphalt	40mm
HL4 Base Asphalt	50mm
Granular "A" Base	150mm
Granular "B" Sub base	300mm

Unless otherwise determined based on the results of a geotechnical investigation.

Granular "A" materials shall meet the minimum requirements of OPSS 1010. The top 75mm of Granular "A" will be from a quarry source or shall contain a minimum of 25% recycled asphalt in order to support loaded trucks and traffic without rutting and to prevent deformation during the paving operation. A qualified materials testing company shall be retained to test the granular material for compaction and composition.

Asphalt materials shall conform to OPSS 1101. A qualified materials testing company shall be retained to design the asphalt mixes, which will be submitted to the Town for review prior to placement. The use of recycled asphalt in the final product shall not exceed 15 percent.

Other pavements such as concrete pavements shall be designed on the basis of a geotechnical investigation.

Pavements shall be designed to provide adequate drainage of Stormwater runoff as well as drainage of the granular road base. Accordingly, the following standards shall apply:

Subdrains with filter sock

If the native soils are not free draining, a 150mm subdrain with filter sock will be required to be constructed and connected to the catchbasins.

Longitudinal Road Grades

- Desirable minimum: 0.5%
- Absolute minimum: 0.4%
- Absolute minimum at curb returns and cul-de-sacs: 0.5%

- Maximum: 5.0%

Cross-fall

- Desirable: 2.0%
- Minimum: 1.0%
- Maximum: 3.0%
- At intersections and cul-de-sacs Minimum: 0.5%
- At intersections and cul-de-sacs desirable: 1.0%

Concrete Curb and Gutters

All new subdivisions shall use the following concrete curbs:

- OPSD 600.100 Residential Areas
- OPSD 600.040 Commercial Areas

Concrete to be in accordance with OPSS 351/353. Driveway depressions, where barrier type curb is used, shall be formed in the curb according to the details and locations as shown on the engineering drawings. Should any driveway depressions be improperly located, then repairs may be made by removing those sections and replacing them with the required curb and gutter section. Sawcutting of curb to create depressed curb will be permitted.

Sidewalks, Bikeways, Walking Trails, Multi-use Pathways

The Town requires that 1.5 (minimum) meter wide sidewalks be located on one side of all local roads and both sides of all arterial and collector roads. The Town encourages bikeways, walking trails, and multi-use pathways. Walking trails and Multi-use pathways may be required at various locations and with a different standard, at the Developer's expense.

Concrete sidewalks shall be constructed in accordance with OPSD 310.01. All sidewalks shall be 1.5 meters in width. The thickness through driveways shall be as follows:

- Residential minimum 130mm thick
- Commercial minimum 200mm thick
- Concrete Sidewalk to be in accordance with OPSS 351.
- Maximum cross-fall of 4%

At street intersections the curb and the sidewalk shall be depressed to meet the

roadway elevations as shown on the Ontario Provincial Standards drawings. Wheelchair ramps in accordance with OPSD to be provided.

Sidewalk construction immediately adjacent to a curb will be generally avoided. If at anytime sidewalk is constructed adjacent to curb a 50mm key shall be provided along the back of the curb.

Driveways

Unless otherwise noted in the applicable Zoning By-law, one driveway per lot will be permitted for single unit dwellings and only one driveway per unit will be permitted to two unit and townhouse style multi-unit development. Two driveways may be permitted for commercial, industrial, and institutional developments as determined through site plan control.

Subject to the particular site requirements in the Zoning By-law, driveways for residential unit shall have a minimum width of 3.0 meters and a maximum of 50% of the lot frontage to a maximum of 7.5 meters. Commercial or industrial driveways shall have a maximum width of 10.0 meters. All driveways for any other use shall have a minimum width of 3.0 meters and a maximum width of 10.0 meters. The maximum permissible design grade for any driveway on private lands shall be 8.0%. The minimum grade for all driveways shall be 1.0 percent.

All residential driveways shall be hard surface from the curb and gutter or pavement edge (except for semi-urban developments), to the property line or easement line, whichever is furthest from the street. Acceptable driveway materials are asphalt, or concrete.

The following shall also be required minimums:

- The minimum distance between a residential driveway and an intersection of street lines measured along the street line intersected by such driveway shall be 6 metres (20 feet).
- Driveways will not be permitted in Sight Visibility Triangles
- The minimum angle of intersection between a driveway and a street line shall be 60 degrees.
- A residential use not fronting on a Provincial Highway or County Road may have a “U” shaped driveway provided the lot has a minimum frontage of 30 metres (100 feet).

- Parking areas and associated driveway systems servicing any use other than detached dwellings and semi-detached dwellings shall be designed in such a manner that any vehicle entering or leaving a street need not travel in a backwards motion.
- A driveway serving a non-residential use shall not be located closer than 3 metres (10 feet) to a lot containing a dwelling as a principle use.
- A driveway serving a residential use shall not be located closer than 1 metre (3 feet) to the side lot line, save and except for a joint driveway servicing two lots in which case the driveway shall not require any setback.
- Each required parking space shall be readily accessible at all times for the parking or removal of a vehicle and vehicular access to any such parking space shall not be impeded by any obstruction. This provision shall not apply to prevent the use as a parking space of any part of a driveway accessory to a single dwelling, semi-detached dwelling, duplex dwelling or townhouse provided that no parking space shall obstruct access to a parking area on any other lot or for any other unit.

The minimum consolidated depth requirements for driveways shall be as follows:

a. SINGLE FAMILY RESIDENTIAL

- a. HL3 asphalt - 50mm
- b. Granular base - 150mm of Granular 'A'

b. COMMERCIAL, LIGHT INDUSTRIAL AND APARTMENTS

- a. Asphalt - 40 mm HL3 surface course
- 50mm HL4 base course Granular base - 150mm of Granular 'A'
- 450mm of Granular 'B'

c. HEAVY INDUSTRIAL DRIVEWAYS

- a. Asphalt - 50 mm HL3 surface course
- 100mm HL4 base course Granular Base - 200mm of Granular 'A'
- 450mm of Granular 'B'

The minimum grade for any driveway shall be 1%. The maximum permissible design grade for any driveway shall be 8%. This maximum grade is not recommended and should be employed only in exceptional cases where physical conditions prohibit the use of lesser grades. The specified grades for driveways shall be directed away from the houses. The use of reverse fall driveways will not be permitted.

In the case of a driveway with an open ditch the Developer is responsible for the grading, gravelling and paving of all driveways from the edge of the pavement of the roadway to the property line. The minimum consolidated depth requirements for the granular base in driveways shall be 300mm Granular A. The minimum length of each C.S.P. (2.0mm gauge) or HDPE (min. 320 kPa) driveway culvert shall be 9.0 metres (for a single width entrance) and the minimum diameter shall be 450mm. The maintenance and repair of such culverts shall remain the responsibility of the Developer until such time as the County has assumed the works. The construction of driveway headwalls at each end of the driveway culvert will not be permitted.

Boulevards

All boulevard areas are to be graded between 2% and 8% to the satisfaction of the Town. In order to minimize construction problems for the other utility companies, the grade of the boulevard shall be constant from the back of the curb to the property line. Terracing or embankments within the road allowance on new subdivision streets shall not be permitted.

All debris and construction materials shall be removed from the boulevard area upon completion of the initial stage of road construction and the boulevards shall be maintained in a clean state until the roadway section is completed.

Clean, weed free topsoil shall be placed on all boulevard areas prior to sodding. The minimum depth of topsoil shall be 150mm.

All boulevards shall be sodded to the right-of-way limit.

Signs

At the Developer's discretion, the Town can order and install the required signs for a fee.

Street Name Signs

Proposed street names shall be subject to the approval of the Town. At each intersection, there shall be erected an approved double unit street name sign. The signs will be provided by the Developer and mounted on a 50 mm Square Metal Post, 3.75 m from the bottom and painted to a colour scheme approved by the Town. The posts are to be Telespar yielding breakaway system as supplied by Unistrut Canada Ltd. Sign Stock in

Blue (Port Elgin), Green (Southampton). Sign blank with lettering 4" Helvetica Medium forced at 67%.

Traffic Signs

Traffic signs will be provided by the Developer and mounted on metal posts imbedded 1.20 m in the ground and painted to a colour scheme approved by the Town following the

Sanitary Sewers

Sanitary sewers and appurtenances shall be constructed in accordance with the approved contract documents prepared by the Consulting Engineer. The minimum Design Criteria are noted below:

<u>Population density</u>	
Residential	3.5 persons per unit
Dry Industrial	35 persons per hectare
Commercial	Based on anticipated use or MOE Guidelines
Average Domestic Flow	450 litres per capita per day
Peaking Factor	Harmon formula applied to average domestic flow $PF = 1 + 14 / 4 + P$
Extraneous Flow	0.21 litres per hectare per second
Minimum velocity for Pipe flowing full	0.6 metres per second
Maximum velocity	3.0 metres per second
Manning's coefficient of roughness	0.013 (smooth wall pipe)
Minimum pipe size	200 mm diameter
Maximum manhole spacing	90-120 metres
Drop manhole structure	required where the entering pipe invert is more than 0.6 metres higher than the lowest pipe.
Minimum service connection size	125 mm diameter (Residential) 150 mm diameter (Commercial)
Pipe material	PVC DR35 – sanitary main sewer PVC DR28 – sanitary private services
Pipe Slope	End run minimum 1% - MECP requirement

The Consulting Engineer shall confirm the availability and location of an appropriate outlet with the Town and shall complete the final design and obtain a Certificate of Approval from the Ministry of the Environment (MOE) prior to construction. Work on private property shall conform to the Ontario Building Code.

Sanitary sewer services where any part of the service is deeper than 4.0m from finished grade or connects to an existing sewer main will be required to be videoed.

Sanitary sewer services that are to be connected to an existing main (300mm or less in Dia.) are to be connected using a Romac Style “CB” Sewer Saddle part No. CB-6.30 for 150mm sanitary service and the same saddle for a 125mm sanitary service with a PVC bushing Part No. 39A0605SG or approved alternative. For service connections larger than 150mm a precast manhole shall be placed at the connection point. For mains that are 350mm to 600mm in Dia. the saddle shall be Part No. CB-6.30LS. For connection of Sanitary Services where the sanitary sewers invert is 4.0m deep or deeper from finished grade a vertical “control joint” from Royal Pipe or approved alternative is to be used for connection of all sanitary services.

A manhole shall be placed at any location where there is a change in the direction of the sanitary main. Manholes should not be in boulevards/driveways.

All pipes shall be laid and maintained in straight alignment and grade. At no point shall the pipe deviate by more than 0.05% horizontally or vertically from the straight alignment. All structures are to be placed within 75mm horizontally of the design location. Should it deviate by more than these amounts it shall be removed and reinstalled.

Pumping Stations

Sanitary pumping stations shall be designed and constructed in accordance with approved drawings and specifications prepared by a licensed professional engineer in Ontario.

Drawings and specifications shall meet the following minimum design criteria. Please note the Town shall reserve the right to amend or impose additional requirements noted herein at any time.

Site Selection

The site shall be accessible from a municipal street and sized to provide for the parking of vehicles used for inspecting and maintaining the station. Access must be provided for

a standby electrical generating system where required. Access shall also be provided for the storage or removal of snow. All access roads shall be paved.

Minimum lot size shall be based primarily on being able to remove and replace entire station without encroaching on adjacent private property.

Site shall be graded to ensure proper surface drainage. Site shall be landscaped to be compatible with the surrounding neighbourhood.

Any associated buildings shall be designed to be permanent, durable and aesthetically pleasing and should be compatible with other buildings in the area.

Station Design

Stations shall be designed in accordance with Ministry of Environment (MOE) Guidelines.

Wet well submersible stations shall also be designed in accordance with Ministry of Environment Specification No.3 – Standard Specification for Submersible Sewage Pumps – Issue No.2 – March 1984.

Permanent emergency standby electrical power shall be provided in cases where flooding and backup of sewage into private buildings can occur.

The need and type of emergency standby power shall be reviewed with the Town and Ministry of Environment Regional Staff early in the design stage.

One or more pumps capable of pumping the design flow with an additional stand-by pump.

System head calculations based on Hazen-Williams Coefficient, $C=120$ for the low water level condition and $C=140$ for the high water level condition.

Minimum forcemain velocity of 0.76 metres per second.

Maximum forcemain velocity of 3.0 metres per second

Minimum pump cycling time of 10 minutes.

Presently, only Flygt pumps shall be used in the Town. The use of alternative manufacturers shall be approved by the Town on a case by case basis to suit specific circumstances (energy efficient models only).

Circular pumping stations shall be precast with a minimum diameter of 3.0 meters and shall include (at a minimum) the following items (to be detailed in the design drawings):

Access hatches shall be minimum 750mm x 900mm, hinged, lockable and of aluminum construction (Bilco, MSU or approved equal)

Equipment hatches shall be minimum hinged, lockable and of aluminum construction to allow complete removal and replacement of pumps (Bilco, MSU or approved equal)

Ladders (400mm wide) and/ or solid rungs with safety access handles

Platforms shall be all aluminum construction (T-6061 with aluminum serrated grating complete with stainless steel fasteners and hold down clips. All holes cut through grating shall be banded.

Handrail complete with kick plates, self closing gates and stainless steel hardware for access to lower level to meet Ministry of Health and Safety requirements

Vent Pipes for lower and upper levels with gooseneck fitted with bird and insect screens of minimum hot dipped galvanized steel or stainless steel

Pump rails, intermediate and top guide bar holders and pump lift chains shall be minimum hot dip galvanized steel.

Safety socket minimum hot dipped galvanized with stainless steel anchors to suit Town owned davits.

All fasteners within the chamber to be minimum Type 304L stainless steel

All electrical cabinets, enclosures and boxes shall be stainless steel.

All ductile iron pump discharge piping shall be finished with a suitable weather proof epoxy coating.

All thrust restraint and pipe support brackets to of aluminum or stainless steel construction.

Level sensors shall be of the ultrasonic type such as manufactured by Siemens Milltronics.

In addition to a high level alarm float, provide a float for emergency pump shut off in case of loss of ultrasonic sensor.

Each pump shall have a Hand-Off-Auto selector switch and pump hour meters.

All pump stations shall be fitted with stainless steel electrical and control panels mounted a suitable distance away from the station to avoid Class 1 Div 1 or 2 rating.

During the maintenance period, the Developer will be responsible for all costs incurred by the Town excluding the hydro, and telephone. If any major repairs are necessary to a pump station which is under maintenance, the Town will notify the Developer and the Developer will be given opportunity to make repairs through their own contractor in a reasonable time frame. If the Developer cannot make repairs in a reasonable time frame as determined by the Town, the Town shall make all necessary repairs and the cost incurred shall be paid by the Developer.

Storm Works

Semi-Urban Developments

Notwithstanding that it is the policy of the Town to require curb and gutter on all new streets, the Town may consider reducing the municipal standard for new developments abutting existing developments that have been developed to semi-urban standards.

This special relief will require a Council resolution and Developers are encouraged to obtain Council approval early in the development process. As a guide to Developers, Council will consider the following factors in granting this exemption:

- Specific locations designated in the Official Plan to permit Residential Development in non-urban settings.
- The relative size of the proposed development and other adjacent lands that are designated for residential development in the Official Plan. The smaller the new development is in comparison to the neighbourhood, the more likely semi-urban development will be permitted.
- The size of the lots. Generally, estate size lots (frontages of 30 meters or more) are candidates
- The adequacy of downstream storm sewer outlets. Less than desirable storm sewer outlets support semi-urban construction
- The absence of sanitary sewers.

Storm Sewers

Storm sewers and appurtenances shall be constructed in accordance with the approved contract documents prepared by the Consulting Engineer. The minimum design criteria are noted below:

Design Method	Rational Formula
Design Frequency	1 in 5 years Goderich AES(Atmospheric Environment Services)
Inlet Time	10 minutes maximum
Run-off Co-efficient	
Single Family(>15m frontage)	0.4
Lots 12m-15m frontage	0.5
Lots <12m frontage	0.6
Semi-detached	0.6
Townhouse	0.75
Apartments	0.6
Schools/Churches	0.7
Heavily Developed Areas	0.9
Parkland	0.2
Minimum velocity for pipes flowing full	0.76 metres per second
Maximum velocity	3.0 metres per second
Mannings roughness co-efficient	0.013 (smooth wall pipe) 0.015 (concrete box culverts) 0.020 corrugated metal with paved invert 0.024 corrugated metal
Minimum cover	1.10 metres
Max Manhole Spacing:	
Less than 900 mm dia.	100 metres
900 mm dia. or greater	120 metres
Minimum service connection Size	150mm dia
Pipe material:	
450 mm or less	PVC or HDPE
Greater than 450 mm	HDPE or concrete
Catch Basin Sump	600 mm minimum
	900mm for systems with drainage pit outlets
Rear yard catchbasin spacing	Maximum 110m
Catch Basin Frame and Grate	OPSD 400.110
Catch Basin Spacing	90m maximum
Perforated Pipe	Per approved design

Wherever possible perforated storm sewer pipe is preferred to allow for infiltration. Catchbasin sumps shall be a minimum of 900mm to allow for sediment collection. Diligence is expected during construction (and buildout) to ensure sediment does not enter the perforated system.

Pipe class to be determined by the Consulting Engineer based on the trench transition widths.

Development in the Town shall not have down spouts connected to the storm sewer. Eavestroughs and downspouts shall be splash padded except where padding could create safety concerns and in this case the water may be directed to an on-site designed drainage system.

Development in the Town shall not have sump pumps connected to the sanitary sewers system. Some developments may provide for a storm sewer service. Where a storm sewer service is proposed, the service connection will be done in accordance with Municipal Standards. All other sump pump discharges shall be located on dwellings to ensure discharge is not directed to adjacent property. Grading and splash pads shall be used to direct sump pump discharge to the front or rear yard via swales. Sump pump discharge pipe locations shall be noted on the residential lot grading and drainage plan.

The Consulting Engineer shall confirm the availability and location of an appropriate outlet with the Town and shall complete the final design and obtain a Certificate of Approval from the Ministry of the Environment (MOE) prior to construction. Work on private property shall conform to the Ontario Building Code.

All pipes shall be laid and maintained in straight alignment and grade. At no point shall the pipe deviate by more than 0.05% horizontally or vertically from the straight alignment. All structures are to be placed within 75mm horizontally of the design location. Should it deviate by more than these amounts it shall be removed and reinstalled.

Blind connections are not preferred.

Adjustment and final setting of catchbasin frames shall be completed by pouring concrete, or using concrete riser units, immediately prior to the placement of the top lift of asphalt. Riser units shall be parged on the outside of the catchbasins only. Catchbasins shall be initially set to base asphalt elevation. Temporary asphalt curb shall be placed at catchbasins between the preliminary acceptance and final acceptance stages of the development.

Ditches and Culverts

If approved by the Town, drainage may be permitted with the use of ditches and culverts. Generally, however, all residential subdivisions shall be constructed with storm sewers and curb and gutter.

Ditches and culverts shall be sized and protected to take the total expected storm runoff calculated by a recognized engineering method such as the Rational Method.

The structures shall be designed to carry A.A.S.H.O. H20-S16 truck loads.

Design Criteria for ditches and culverts:

Minimum Culvert size.	450 mm diameter.
Culvert Material	standard galvanized corrugated pipe, pipe-arches, reinforced concrete structures or HDPE.
Culvert Thickness	minimum 2.0 mm steel or PS320 for HDPE
Culvert Cover	minimum 450 mm
Ditch slopes	Max 3:1 Preferred 4:1
Ditch Grade	Min 0.5% Max 6% Preferred 1%

Minimum ditch protection shall be 75 mm of topsoil on the bottom and side slopes and seeded.

Culverts shall be bedded and backfilled with acceptable native or granular material in accordance with Ontario Provincial Standard Specifications and Drawings. 1% grading for sandy soils, and 2% for silt or clay soils.

Culverts shall have the ends protected with gabions, rip-rap, asphalt or concrete or metal headwalls when directed by the Town.

Ditches sloped less than 1% will require a subdrain to be installed under the invert of the ditch.

Large diameter culverts (Greater than 450mm dia. shall be of reinforced concrete or corrugated metal.

The Town may require guideposts to be placed to mark the locations of the ends of the culverts.

Drainage Pits

In some areas of the Town, the use of Storm Drainage Pits may be permitted if connected to an acceptable over flow storm outlet. The Developer's Engineer is to consult with the Town at an early stage to determine if drainage pits are to be used.

Where curb and gutters are required, catch basins and storm sewers with outlets to drainage pits shall be provided.

Design of the drainage pits shall be based upon a two/five year rainfall intensity, one hour duration, synthetic storm hyetograph, determining minute by minute unit hydrographs, summing the individual unit hydrographs to a composite hydrograph, and accommodating the total flow volume, and the design flow rate within the drainage pit.

A safety factor of 50% shall be provided on all pits.

Drainage pit contents shall be separated from the native soil by geotextile filter cloth with appropriate ESO, and completely envelop the granular material. Any joint in the filter cloth shall be suitably lapped or sewn.

Drainage pit granular shall be crushed washed stone 50 mm size material having a guaranteed minimum void ratio of 0.4.

Distribution pipe within the drainage pit shall be suitable sized for the hydraulic conditions of peak inflow, as well as distribution of the water within the drainage pit. Pipe shall be Poly Ethylene (PE) and fully perforated in the factory.

Inlet pipes from the catch basin or manholes to the drainage pit shall be straight runs or with 45 degree elbows, and shall have termination clean-out at the outlet end by means of catch basins or manholes. Such terminal structures will be provided for flushing and cleaning out leaves or debris in the distribution pipes.

Goss traps shall comply with the design standards. Drainage pits shall be located, if possible, completely free of the curb lines, and located within the boulevard or under sidewalk areas, if possible. In the case of extremely large drainage pits, the pits may be partially located under the curb or outside lane.

Minimum 600mm sump at inlet structure, 900mm is preferred. Where “Snouts” are to be used, sump to be in accordance with manufacturer’s instructions.

The testing will include a capacity test of the drainage pit, to 125% of the design capacity of the pit for a two year storm event. The test shall comprise of 125% of design flow being introduced to the pit within one hour of start of the test.

The Developer shall provide all labor, equipment, and materials to carry out the tests. The Developer shall arrange the tests for the storm pit and shall inform the Town when a section is on test and ready for inspection.

Any drainage pit which fails to meet the requirements of this section shall be repaired and re-tested.

Stormwater Management

Stormwater management facilities shall be constructed in accordance with the approved contract documents as well as the approved Stormwater Management Plan prepared by the Consulting Engineer. They shall be incorporated into the park systems. The minimum design criteria are noted below:

The Stormwater Management Plan shall be prepared to address the specific Municipal, Regional (SVCA) and Provincial (MOE and MNR) requirements to control both stormwater quantity and quality. MOE Stormwater Management Planning and Design Manual provides the design criteria for Municipal Stormwater Management Facilities in Saugeen Shores. Criteria described below reflect our preferences when options are provided in the MOE Manual.

In all cases, stormwater quality measures shall be incorporated to address Provincial water quality guidelines, including short term measures to control soil erosion during construction of the site services. A “Normal” level of water quality enhancement is required, unless justification for “Enhanced” is determined based on the MOE Manual. “Basic” level is acceptable in areas of intensification/infill of for a development less than 5 hectares.

Where stormwater quantity controls are required, runoff must be limited to the predevelopment peak flow condition for the 1:2 year to 1:100 year AES rainfall events with a duration of 24 hours. Surface storage in roadways will not be permitted for the 1:2 year rainfall event and must be limited to 150 mm above the catch basin for the 1:100 year event.

The stormwater management facility shall be designed to current Best Management Practices and subject to the approval of the Town, MOE and SVCA.

The Consulting Engineer shall obtain a Certificate of Approval from the Ministry of the Environment (MOE), and if applicable, approval from the Saugeen Valley Conservation Authority (SVCA) prior to commencing with construction.

Water Balance

The intention is to mimic the existing conditions as closely as possible, which is to get stormwater into the ground as fast as possible and disbursed over as large an area as possible.

Water Quality

The design criteria for water quality shall incorporate at 25mm storm event.

A treatment train approach is preferred:

- Lot level controls such as roof leaders to soak away pits, rain barrels, permeable pavers, rainwater harvesting
- Reduced grass swale slopes (1% minimum), bioswales, bioretention
- Perforated pipe system, goss traps
- Performed catchbasins
- End of pipe facilities

Erosion Control

Stormwater Facilities

The town prefers **dry ponds** over other types of facilities

Dry Ponds

Wetlands

Hybrid Ponds

Wet Ponds

Landscaping

Watermains

Design and installation shall be in accordance with the town's requirements and provincial legislation, and shall be in accordance with the approved contract documents prepared by the Consulting Engineer. A network analysis and transient pressure analysis may be required if requested by the Town. The Consulting Engineer shall obtain the Fire Chief's approval for Fire Hydrant location. The minimum design criteria are noted below:

Minimum pipe size	200 mm diameter
Minimum Cover	1.8 metres
Maximum Hydrant spacing	maximum 150 metres
Maximum Valve spacing	maximum 150 metres, or at intersections, or minimum 1 between hydrants
Lot Connections	Minimum - 19mm Maximum – 250 mm
Watermain Pipe	
100 mm Ø and larger	PVC DR18 (Class 150)
50 mm Ø	PVC Series 160 or Rehau Municipex service line
Gate Valves	Mueller, mechanical joint, resilient seat, right hand closing
Valve Boxes	130 mm Ø (5¼") cast iron or ductile iron slider type with a standard lower section and guide plate at manufactured by Bibby – St. Croix or approved equivalent.
Hydrants	Canada Valve "Century", yellow with one standard 100 mm Storz quick connect fitting on the pumper port and two 63.5 mm (2 ½") nozzles with CSA Standard thread. Left hand closing.
Fittings	Tees, bends, reducers, sleeves, etc. Mechanical joint, cast iron or ductile iron.
Saddles	Broad band, stainless steel, double bolt.

Corporation Stops	Mueller H15008 or Ford F1000
Curb Stops	Muller H15207 or Ford 244-333 (3/4") or Ford 244-444 (1").
Service Material	Type K Soft Copper, Rehau Municipex service line or IPEX SDR9 service line.
Curb Boxes	Mueller A-726-7 for 1500 mm to 1800 mm cover.
Curb Box Extension Rods	Stainless Steel to within 600 mm of surface.
Tracer Wire	12 GA stranded copper wire with outer plastic coating. All connections using Dryconn waterproof connections. Tracer wire is also to be placed along service pipe trench.
Grip Rings	To be used at all mechanical joint fittings
Test Station	50mm underground test station by Handley Industries

Two valves are required at a T intersection, 3 valves at a cross intersection (4 legs).

Hydrants are required at high points.

Connect all valves to other appurtenances using 12 mm diameter stainless steel threaded rods, washers and nuts.

All new mains to be swabbed, using a minimum of 2 high density foam swabs.

All service connections to be dry tapped before pressure testing and chlorinating.

Watermain testing and commissioning procedures are included in Appendix E of the Town's Subdivision and Site Plan Development Guide.

Kinked, crushed or distorted tubing shall not be used. Solder type fittings shall not be permitted. A single service to each lot and park lot is required.

Services shall be placed 1.5 m to the right of the centre of the lot when facing the lot. They are to be kept out of the driveways if possible.

Water services on private property shall be installed in the property to be serviced and, in no case, cross a property line into, or pass through, other private property.

The watermain shall be located 2.5 m north of the centreline of the street and 2.5 m west of the centreline of the street unless approved otherwise.

Extra fittings shall be installed at any point on the watermain as requested by the Town.

Design and installation shall be to the satisfaction of the local water operator and the fire departments. The Town may also require a larger watermain in certain locations as per the requirements of the Town's Master Servicing Plans.

Wherever possible, the watermain distribution system shall be designed in grid patterns and looped to avoid dead-end sections. Where dead-ends cannot be avoided, a fire hydrant for flushing purposes shall be installed at the end of the watermain. Temporary dead-ends on watermain that are to be extended in the future shall be equipped with a 50mm blow-off at the end of the watermain per OPSD 1104.030. At the discretion of the Town, automatic flushing devices may be required.

Watermain Specification

1.1 Overview

In order for a watermain to be considered for acceptance by the Town of Saugeen Shores, the following procedures and tests shall be successfully completed:

- swabbing
- hydrostatic pressure test
- disinfection
- de-chlorination
- chlorine residual and bacteriological tests
- final connection
- tracer wire conductivity test
- valve positioning

All field tests conducted in this subsection shall be performed in the presence of the Contract Administrator to the satisfaction of the Director.

1.2 Definitions

Town: Town of Saugeen Shores

Director: Director of Infrastructure & Development Services or designate

Contractor: General Contractor as defined in Ontario Provincial Standard Specifications

Contract Administrator: Consultant Engineer responsible for the administration of the Contract

ORO: Overall Responsible Operator for the Town

2. Watermain Commissioning Plan

Prior to the initiation of the watermain commissioning procedures, the Contractor shall submit a Watermain Commissioning Plan for review by the Town. The Watermain Commissioning Plan shall contain a complete description of all the steps the Contractor will undertake to ensure the watermain satisfies all the testing and sampling requirements. The Watermain Commissioning Plan shall be submitted a minimum of two (2) weeks in advance of the initiation of watermain commissioning. This plan shall also include the specific reporting protocols as described under the particular commissioning procedures in the following sections.

An example template for a Watermain Commissioning Plan can be received at the Town of Saugeen Shores' Municipal Offices and is attached as Appendix 'F'.

3. Swabbing

Prior to disinfection, all sections of watermain shall be wet swabbed using a minimum of two new foam swabs. Swabs shall be polyurethane with a density of 24.7 kg/m³ and shall have a minimum diameter 50mm larger than the diameter of the watermain and have a minimum length of one and one half times its diameter.

The Contractor shall charge the watermain fully with water prior to the commencement of swabbing.

For mains 300 mm diameter or smaller, swabs shall be propelled through the watermain at a speed of 0.75 metre/second using potable water. For mains greater than 300 mm diameter and for mains where the Town requires a velocity lower than 0.75 m/s to avoid discoloured water, the velocity calculations provided in the Watermain Commissioning Plan will be reviewed by the Director.

The Contractor shall discharge water to an approved outlet as per the Watermain Commissioning Plan ensuring all required erosion and sediment control and dechlorination measures are followed. The Contractor shall demonstrate how the appropriate swabbing velocity will be achieved.

Stubs for future watermain longer than one (1) pipe length shall be swabbed.

The swabbing shall continue until the discharge water runs clear within fifteen seconds of the last swab exiting the discharge point.

After swabbing has been completed, the Contractor shall flush every fire hydrant lead, stub and service.

The Contractor shall mark, number and demonstrate to the Contract Administrator that all swabs, or parts thereof, have been retrieved. The Contractor shall be liable for costs associated with damage caused by and retrieving swabs that, for whatever reason, escape into the existing water distribution system. The Contractor shall provide a letter co-signed by the Contract Administrator that all swabs were retrieved.

4. Hydrostatic Pressure Test

Hydrostatic pressure testing shall be carried out in accordance with OPSS 701. A minimum test pressure of 1050 kPa (150 psi) shall be applied to all points (including high points) in the watermain section being tested but at no time shall the test pressure exceed 1400 kPa (200 psi) at any location in the watermain.

5. Disinfection

Disinfection shall be carried out in accordance with AWWA C-651/05. The chlorine injection concentration and the chlorine concentration at any time and at any point in the

pipng shall not exceed 100 mg/l. After twenty-four hours, minimum free chlorine residual shall not be less than 25 mg/l.

6. De-chlorination

All water wasted during the construction and commissioning of the watermain shall be discharged into the stormwater system and shall be neutralized to provide a free chlorine residual of 0.2 mg/l. The Contract Administrator will monitor the discharge of waste water. Should tests show a residual greater than 0.2 mg/l, the discharge shall be ceased immediately and the procedure modified to meet the 0.2 mg/l objective. A chlorine discharge which may cause an adverse effect on the natural environment will be considered a potential spill. The Ministry of the Environment and Town shall be notified by the Contract Administrator.

Where detrimental effects may be suffered by plants and/or animals in the natural environment, the wasted water shall be neutralized to provide a total chlorine residual of less than 0.002 mg/l (2 ppb) (Provincial Water Quality Objective) at the outfall. The Contract Administrator will monitor the discharge of waste water. Should tests show a residual greater than 0.002 mg/l, the discharge shall be ceased immediately, the Director shall be notified, and the procedure modified to meet the less than 0.002 mg/l objective. Sites within 100m of natural drainage, or with direct discharge to a water body, should be considered high risk. In such instances, the Director may request a dechlorination plan along with contingency and mitigation plans in the event that the chlorine residuals exceed those specified.

The Contractor may be permitted to discharge waste water into the sanitary collection system only upon written approval of the Director. The Contractor will need to demonstrate that there are no other available options. The Director may direct the Contractor to de-chlorinate to a specified chlorine residual prior to discharge or limit the discharge rate to the sanitary collection system. Two full working days notice shall be given to the Overall Responsible Operator for the scheduling of Town staff to monitor the discharge of waste water to ensure the chlorine residual and discharge limits are not exceeded.

The Director reserves the right to direct the Contractor to dispose of wasted water to a sanitary sewer with chlorine residual not to exceed a specified limit or discharge rate.

The Contractor shall flush every part of the water system including fire hydrant leads, stubs for future watermains and services to remove all super-chlorinated water.

7. Chlorine Residual & Bacteriological Testing

7.1 Procedure

Prior to the commencement of chlorination residual and bacteriological testing as part of the Watermain Commissioning Plan, the Contractor shall submit a sampling plan detailing the source water location, final connection locations and the sampling locations via the

Contract Administrator to the Director for approval. The Contractor shall allow two (2) weeks for review and approval. For any re-submission, an additional two (2) weeks for review and approval is required. Appropriate coding or labelling shall be provided on the plan to clearly correlate the sample results to the sampling locations.

Before the watermain can be approved for connection to the existing water distribution system, two (2) consecutive rounds of water samples, taken at least 24 hours apart, shall pass both the chlorine residual and bacteriological standards outlined below for consecutive samples. Prior to chlorine residual and bacteriological testing, all other testing (i.e. hydrostatic, disinfection) shall be completed and any super-chlorinated water removed from all portions of the watermain system under consideration including fire hydrant leads, stubs, branches, services, etc.

The watermain test section shall **not** be disturbed or flushed during the period between the 1st and 2nd sampling rounds, except to obtain a water sample.

The watermain shall be continually pressurized from the start of bacteriological testing until the final connection to the existing system is undertaken.

Only after the tested watermain has passed all chlorine residual and bacteriological requirements and has received written approval to be put into service by the ORO, shall the watermain be connected to the existing water distribution system.

After the completion of the final connection, the watermain shall be re-pressurized by the existing system as soon as possible. During the final connection, a Town Representative must be present.

The Director or the Contract Administrator may request additional bacteriological sampling after the final connection has been made as a precaution against or in response to possible contamination during the final connection.

7.2 Source Water

The water used to conduct the chlorine residual and bacteriological testing shall be **normal** to the existing water distribution system. In most cases, test water can be supplied by the adjacent existing distribution system; however if this source is not available, or the Contractor elects not to use it, then potable water from a prior Town approved location within the existing water distribution system may be brought to the watermain under consideration at the Contractor's expense.

Should the Contractor elect to undertake a bacteriological sample of source water from a municipal system, the sample must be taken from the new watermain side, downstream of the backflow preventor. In the event that this sample is adverse, the Town will undertake a sample of the municipal system to verify the results.

7.3 Sample Locations

Chlorine residual and bacteriological testing samples shall be taken:

- at the end of each branch or stub (excluding fire hydrants);
- at end of services 100 mm or larger;
- a maximum of every 350 metres along the watermain test section;
- a maximum of 150m from the source water connection;
- as identified in the Special Provisions;
- as directed by the Contract Administrator;
- as directed by the Director

Sampling of fire hydrant leads is not required unless the Contractor has elected or is requested to utilize a fire hydrant location to satisfy any of the above sampling location criteria. Regardless of whether fire hydrants are used for a sampling location, all fire hydrant leads shall be thoroughly flushed to remove debris and any super-chlorinated water.

In the event that the maximum distance criteria can not be satisfied or if additional sampling points are required by the Town, the Contractor may be directed by the Director to install sampling taps on the watermain for the sole purpose of obtaining a water sample. During the completion of the final connection or after the watermain has been commissioned the Contractor shall remove the sampling line and replace the main stop with a plug. Stainless steel plugs must be installed on saddles, brass plugs for ductile iron and observed to be drip tight after pressurization to working pressure.

All sampling ports shall be 25mm or smaller and brought a minimum of 1.0m above the surface and marked. The Contractor shall be available to operate underground valves for the new works only as necessary during sampling.

7.4 Chlorine Residual Requirements

At each sampling location, the water sample shall satisfy the chlorine residual requirements as follows:

Sampling Round 1:

- the free chlorine residual shall be equal to the source water free chlorine residual plus or minus 0.2 mg/L; and,
- the free chlorine residual shall be greater than 0.05 mg/L.

Sampling Round 2:

- the free chlorine residual shall be no more than 0.2 mg/L above the source water total chlorine residual;
- the free chlorine residual shall be no less than 50% of the source water free chlorine residual (Day 1); and;
- the free chlorine residual shall be greater than 0.05 mg/L.

A single failed chlorine residual parameter will constitute a failure of that entire sampling round, both chlorine residual and bacteriological, and will necessitate the Contractor re-initiating Sampling Round 1 testing. The Contractor may elect to re-sample (chlorine and bacteriological) or take other corrective action to achieve two (2) consecutive rounds of acceptable chlorine residual and bacteriological results.

The chlorine readings shall be taken at the same time as the water sample for bacteriological testing is collected.

The source water chlorine residual readings, against which all sampled chlorine residual results are measured, are those chlorine residuals representative of the source water charged into the watermain for the intention of bacteriological testing. The source water chlorine readings are taken only at the beginning of the bacteriological testing protocol. If the watermain is flushed to re-initiate another bacteriological testing protocol, new source water free chlorine residuals readings shall be taken. The source water free chlorine residual readings shall be taken within four (4) hours of charging the watermain for bacteriological testing.

If a free chlorine residual at the source water location is less than 0.05 mg/L, the Director shall be notified immediately to take appropriate action.

Only Certified Water Operators as defined in Ont. Reg. 128/04 shall measure and report on free chlorine residuals. An appropriately licensed Contractor is not precluded from making chlorine residual measurements provided that the measurements are witnessed by the Contract Administrator and Town staff.

7.5 Bacteriological Requirements

At each sampling location, the water shall satisfy the bacteriological requirements as follows for both Sampling Round 1 and 2:

- E. Coli
- Total Coliform
- Background < 25 (Membrane Filtration)

Bacteriological samples shall be taken as outlined on the sampling plan. There are no licensing requirements for personnel obtaining water samples for bacteriological testing. Water samples are normally obtained by the Contract Administrator but the Contractor is not precluded from taking the samples under the supervision of the Contract Administrator. All sampling shall be done under the supervision of Town staff. Two full working days notice shall be given to the Overall Responsible Operator for the scheduling of Town staff to be present.

A single failed bacteriological parameter will constitute a failure of that entire sampling round and will necessitate the Contractor re-initiating Sampling Round 1 testing. The Contractor may elect to re-sample (chlorine and bacteriological) or take other corrective action to achieve two (2) consecutive rounds of acceptable bacteriological results.

Corrective action for a failed water sample during the 3rd round (after the final connection has been made) will be addressed by the Contract Administrator in the consultation with the Director.

7.6 Laboratory Submissions

Bacteriological samples for analysis shall be accompanied by fully completed approved forms and shall be submitted by the Contract Administrator to an acceptable lab for testing. The Contractor shall be required to look after the delivery of the samples to the Lab for testing. The Town shall be notified a minimum of two (2) full working days prior to water sampling being initiated. The Town will notify the laboratory appropriately that samples should be expected. The maximum holding time from sampling to receipt by the laboratory is forty-eight (48) hours.

The Contractor will be responsible for fees related to all sampling including shipping.

Water samples for analysis will only be received by the Town Monday to Thursday 8:30am to 1:00pm. The Contractor may be responsible for any additional laboratory fees.

7.7 Custody Control

The Contract Administrator shall conduct or witness all chlorine residual and bacteriological sampling and all water samples shall stay under the control of the Contract Administrator until the samples are delivered to Town Staff.

The laboratory results will be sent to the Overall Responsible Operator (ORO). The results are generally released to the Town 48 to 72 hours after the water sample submission.

All sampling results shall be reviewed and approved by the ORO before the new watermain can be approved for connection to the existing water distribution system. The ORO will contact the Contract Administrator who in turn will relay the information to the Contractor.

7.8 Post Final Connection Bacteriological Testing

Contractors are advised that the Contract Administrator, ORO and/or the Director may request a third round of water samples for bacteriological analysis after the final connection has been made to the existing water distribution system to confirm the continued quality of the water. In the event that an adverse water samples occurs, the Director will direct the corrective actions to be taken. The Contractor shall cooperate and participate fully in the corrective actions at the Contractor's expense.

In the event the Contractor does not take appropriate measures to correct adverse water samples and/or at the discretion of the Director, the new system may be isolated from the municipal water system and the Contractor will be required to provide two (2) consecutive rounds of chlorine and bacteriological to the standards set out to commission the new water system initially.

8. Final Connection To Existing Water System

8.1 Procedure

After the pressure, leakage, chlorine residual and bacteriological tests have passed; the Contractor shall obtain written approval from the ORO to make the final watermain connection to the existing watermain distribution system.

If a temporary water system has been installed, the temporary system shall not be removed until after the ORO has accepted the final connection of the new watermain to the existing municipal system and has authorized the removal of the temporary water system.

The Town shall be contacted two (2) full working days prior to the final connection to determine if any special measures shall be taken and/or an appropriately licensed operating authority employee is required to oversee the works. The Contractor will be responsible for all costs for call outs of Town staff if the Contractor fails to notify the Town that the connection will not take place prior to two (2) hours of the intended start time.

The Contract Administrator and Town staff shall be present to witness the entire final connection process of the new watermain to the existing water distribution systems.

Watermains shall be cut back to remove all temporary taps. The Contractor shall disinfect the connection watermain as outlined below and shall, using all means possible, dewater the watermains and trench in a controlled manner to not allow backflow into the watermains.

The Contract Administrator and/or onsite Town staff at their discretion may require the Contractor to flush water through a nearby fire hydrant to remove water with elevated chlorine residual.

If trench water, dirt or debris has entered or is suspected of entering the watermain during the final connection, the watermain shall be aggressively flushed and additional bacteriological samples shall be taken as directed by the Contract Administrator and/or the Director. The Director reserves the right to request the above steps be taken regardless.

The Director requires the Contractor to submit written procedures for completing the final connection as part of the Watermain Commissioning Plan, including the method of dewatering to ensure the existing or new water system is not contaminated.

8.2 Connections Equal To or Less Than One Pipe Length

For a final connection length equal to or less than one pipe length, the new piping, fittings and valves required for the connection shall be spray-disinfected and swabbed with a minimum 1% and maximum 5% solution of chlorine just prior to being installed. The Contractor shall ensure that the workers undertaking the disinfection process thoroughly wash their hands with soap and use hygienic practices.

8.3 Connections Greater Than One Pipe Length

In the event that the final connection point of the new watermain to the existing watermain distribution system is in a location that requires a connection length greater than one pipe length. The new piping, fittings and valves required for the connection shall be assembled aboveground, disinfected and tested in accordance with AWWA C- 651/05. The connection piping shall satisfy the chlorine residual and bacteriological requirements outlined for new watermain.

The pre-assembled watermain connection shall be drip tight. Only after satisfactory chlorine residual and bacteriological results have been achieved, shall the pre-assembled connection be installed. The pre-assembled watermain shall be maintained under pressure from the start of chlorine residual and bacteriological testing protocol until just prior to the installation. All caps shall be kept in place during the installation procedure until immediately prior to making the connection.

The Contractor shall not hand disinfect one pipe length at a time to circumvent the requirements to preassemble connection piping over one pipe length aboveground.

Should the Contractor find it necessary to deviate from the protocol as outlined in AWWA C-651/05 and above, the Contractor shall submit a detailed Final Connection Plan to the Director for review and approval. The Contractor shall allow two (2) weeks for review.

8.4 Tracer Wire

During the final connection of the new watermain to the existing distribution system, the Contractor shall insure that the new tracer wire is connected to the existing tracer wire.

9. Tracer Wire Conductivity Test

After the installation of base asphalt or final grading, the Contractor shall demonstrate the integrity of the underground tracer wire by applying a conductivity signal and confirming the signal on all watermain and services. The Contract Administrator and Town staff shall witness the conductivity test(s).

The intent of this test is to confirm that the tracer wire has been installed on all non-metallic watermain and services as specified. Specifically, the test shall demonstrate the integrity and continuity of the tracer on all watermain and services.

A continuity signal shall be applied to the tracer wire and the signal confirmed over the entire length of all tracer wire installed. The signal shall be detectable for a distance of at least 300m from either side of the signal connection point. At no time shall there be a break in the continuity of the tracer wire.

Services require tracer wire from the main stop along the service line to the curb stop and brought to the surface.

For non-metallic watermain, the tracing wire shall not be brought to the surface inside of valve boxes. The tracer wire must be brought up the outside of the valve box and installed through a grommet near the surface.

The Contractor shall demonstrate that the tracer wire in chambers can be accessed from finished grade and that the signal is detectable on the watermain outside of the chamber.

Acceptable means of undertaking the conductivity test include using traditional locating techniques and/or determining if a low voltage electrical current travels from the connection point to test points.

10. Valve Positioning

The Contractor shall demonstrate that all valves, main line and service, are in the final positioning as outlined in the Contract Documents or as directed by the Contract Administrator.

11. Measurement and Payment

Unless otherwise provided for in the Contract Documents, measurement and payment for commissioning of the water system shall be considered to be included within watermain installation.

Samples will be taken from existing system facilities like service laterals and air relief valve fittings, or temporary service laterals where necessary on long runs. When plugging temporary laterals, the mainstop will be removed and replaced with a stainless steel plug in the stainless steel saddle.

Temporary Connection / Water Source

The watermain section under test will be connected to the source as detailed below. A tested and certified backflow preventer will be located in each filler line to prevent a possible reverse flow and contamination of the in-service source main. Any samples taken at the source end of the new main will come from the downstream side (new main side) of the backflow preventer.

Swabbing

Swabbing will be done wet and a minimum of 2 swabs will pass through all new mains. Water will be added to the pipelines ahead of the swabs by filling at _____ (e.g. first filling from the source connection prior to launching the swabs, or adding water via the sample line at Sta. _____ etc.). Swabs will be launched, travel at adequate cleaning speeds, and be retrieved at the end of the section.

As a minimum, the hydrostatic test pressure of 1035 kPa (150 psi) will be applied to all points of the watermain within the test section, including high points.

Chlorine will be injected into the new main at the source end at a rate that will result in a free chlorine residual of between 50 and 100 mg/l (ppm) throughout the new pipeline. While chlorinating, residuals will be checked at intermediate sampling locations. At least 24 hours after chlorinating, residuals will be checked again to confirm a minimum free residual of 25 mg/l in all parts of the pipe. Less than 25 mg/l will require re-chlorination of the main. If acceptable readings are found then flushing (de-chlorination) will commence. All chlorinated water will be neutralized to less than 0.2 mg/l total chlorine for discharge to a storm sewer or less than 0.002 mg/l total chlorine when there may be detrimental effects to the natural environment. After flushing, chlorine residuals will again be checked to ensure a free residual of at least 0.05 mg/l or a combined residual of at least 0.25 mg/l, and a total within 0.2 mg/l of the source water residual.

Acceptable results will allow the first round of bacteriological samples to be taken. All testing and sampling will be performed in the presence of the Contract Administrator and all testing will be performed by properly licensed personnel.

Type of chlorine : xx% sodium hypochlorite / calcium hypochlorite (name other)

Rate of water flow: x.x l/sec

Rate of chlorine injection: x.x l/sec

Time to chlorinate test section: xx minutes

Neutralizing agent: peroxide / sodium thiosulphate (name other)

After the first round of samples have been taken, the test section will be shut down (ie. no flow of water). After a minimum of 24 hours the chlorine at each sampling point will be tested to ensure that the total remains no more than 0.2 mg/l above nor 50% less than the first round source water, with a free residual of at least 0.05 mg/l or a combined residual of at least 0.25 mg/l. Acceptable results will initiate the second rounds of samples to be taken.

Results of bacteriological sample analysis will be reported to the Contract Administrator who will in turn notify the Contractor. Acceptable results (E-Coli – absent, Total Coliform – absent) will allow the Director of Infrastructure & Development Services to approve the final connection of the main to the existing system.

Final Connection

Final connection will be made in dry conditions in the presence of the Contract Administrator. All required pipe and fittings will be swabbed with a minimum of 1% to a maximum 5% solution of chlorine prior to installation. Upon completion of the connection, the main will be flushed from the hydrant / service at Sta.x+xxx to rid the main of high chlorine. If some occurrence during final connection indicates that the main may have been contaminated, a third round of bacteriological sample will be taken.

Type of Connection: remove cap/cut-in tee and sleeve/tapping sleeve and valve/other

Gap to connect: <6.0m

Connection details: remove exist cap, install 200 pipe and solid sleeve

Subsequent to acceptable bacteriological testing and final connection, the Town will be called to open the new main to regular service.

Street Lighting and Power Distribution

All primary hydro, telephone cable, gas lines and cable TV shall be placed underground in locations as shown on the road section listed in the Standard Drawings. Design of these utilities shall conform to the regulations of the respective authority. All utilities are to be shown on the Composite Utility Plan and to be submitted for the review and approval of the Town.

The Developer shall arrange with the Supply Authority for the connection of the lighting system. The Developer shall supply the local electrical supply authority with easements wherever they are required. The minimum design criteria for the design of street lighting and power distribution are noted below:

Underground Primary concrete-encased rigid PVC conduits (or direct buried)

Underground Secondary direct buried

Transformers low-profile, pad mount

Street Lighting

Spacing and height design to Illumination Engineering Society standards for roadway, lighting intensity and uniformity. Decorative street lighting is permitted subject to approval from the Town. Review acceptable poles and fixtures prior to ordering with the Town.

Road Classification	Area Classification	Average Maintained Illuminance (Lux)	Illuminance Uniformity Ratio, Ave. to Min.
Arterial	Commercial	17	3:1
	Intermediate	13	
	Residential	9	
Collector	Commercial	12	4:1
	Intermediate	9	
	Residential	6	
Local	Commercial	9	6:1
	Intermediate	7	
	Residential	4	
Parking Lots	Normal	12 (min 2)	20:1
	Enhanced Security	22 (min 5)	15:1

Street Lighting Fixtures L1 (Decorative Option)

Luminaire to be Philips Lumec S55-90W49LED4K-ACDR-LE3-120-SFOK-FN1- RC-COLTX . Pole to be 5.6m long SC-188-AR3-NSE-DTG-P-XX. Pole colour to be AZ – Aztec Jade or as agreed upon with Town. Fixtures to be RAL6007 textured or as agreed upon with Town.

L3 (Preferred Standard Option)

Luminaire to be Philips Lumec Street View Luminaire 78W LED, auto adjust voltage (120 AND 277), C/W lamp and twist lock photocell (20 year warrantee). Catalogue number SVM72W48LED4K-R-LE2-UNIV-DMG-API-RC-SP1-WC10-GY3 (Type T14-101). Pole for Luminaire to be Stresscrete round, spun concrete, class B, direct bury type, 32'0" height above grade, C/W 6'0" tapered aluminum elliptical mounting arm. Catalogue number E-375-BP3-G-M00-C/W-126. Luminaire mounting height 10.3M above finished grade.

The Developer shall obtain the approval from the local utility provider prior to Construction. The Developer is required to supply one extra light pole and fixture for future replacement.

The street lighting system shall be designed by a qualified Consulting Engineer. The objective in designing street lighting is to provide a uniform distribution of lighting at a level that is adequate for the intended use of the roadway.

Illumination of Parking Areas or Driveways

When parking areas and/or driveways are illuminated, lighting fixtures shall be so arranged that no part of any fixture shall be more than 10 metres above the adjoining finished grade and light shall be directed downward and away from adjoining lots.

Backfill and Compaction

Trench backfill and compaction shall generally be in conformance with the minimum requirements outlined in the Trench Backfill Details included in Subsection 7.4. Based on site specific soil conditions, geotechnical recommendations for alternative degrees of native backfill should be confirmed by the Developer's engineer. Recycled materials are acceptable provided they meet Provincial requirements.

Restoration and Landscaping

Restoration of all boulevard areas disturbed as a result of the construction of site services shall be completed to match the existing conditions, but not less than 100mm topsoil and seed and mulch. In areas of existing lawns the disturbed areas shall be restored with not less than 100mm topsoil and nursery sod. In areas of potential erosion the areas shall be covered with a minimum of 100mm topsoil and seed and mulch and an erosion control blanket.

The Developer must have a landscape plan prepared by a professional landscaping firm and it is to be reviewed and approved by the Town. The following guidelines should be considered by the landscape firm in the landscape design for median and boulevard areas:

The plan should be designed with low maintenance features in mind.

The plan should strive to provide environmental benefits for the community.

The plan should create a more aesthetically pleasing environment.

The plan should include additional features such as trees, shrubbery, landscape stone or mulch, decorative rocks, and other pleasing features.

The Developer will also make an effort to salvage any existing landscaping located within the public right-of-way and in the interest of public relations, wherever practical, offer to transplant and/ or replace plantings to the abutting owners.

Other Utilities

The Consulting Engineer will be responsible to co-ordinate the efforts of other public utilities as a result of conflicts with proposed services and/ or upgrading to accommodate

development. The Consulting Engineer will prepare a composite utility plan showing all utilities. All utility structures are to be located at lot lines. The location of the utility facilities and structures can't be altered unless approved by the Town.

Site Plans

Condominiums

In Condominium type development where the Town will not assume the roadway and other services, the development standards shall be established in the Site Plan Agreement. Pavement widths shall be as per Section 4.1.2 of this manual.

Commercial, Industrial and Institutional Sites

Through site plan control agreements, all new development shall be responsible for the collection and disposal of collectable garbage or waste generated by the new development.

All parking areas and access areas shall be paved with asphalt, concrete or paving stones to control dust and provide adequate drainage.

On-site measures to control stormwater quality for industrial and commercial developments will be permitted, including temporary parking lot and rooftop storage. Storage depths in parking lots shall be limited to 150 mm for the 1:100 year rainfall event, unless otherwise approved by the Town.

Site Design

For sites located with the Highway 21 corridor please refer Appendix K.

Stormwater Management

Appendix K – Highway 21 Corridor Site Plan Design Guidelines

Section 1.0 Introduction

The Saugeen Shores Design Guidelines have been developed to provide the community, Town staff, and developers with a common reference and guidance for identifying and enhancing the qualities and character of the Highway #21 corridor and High Street. Residents of Saugeen Shores value the small town atmosphere, high quality of life, tourism amenities and cultural heritage as well as strong connectivity and proximity to Lake Huron. Saugeen Shores is recognized as an active, healthy community that protects its natural environment and is a desired destination. As Saugeen Shores is the fastest growing community in Bruce County, these Guidelines offer a principled, focussed approach to maintaining the values, goals and objectives of the Town as expressed in our Strategic Plan and Official Plan.

It is also important to acknowledge what these Guidelines are not. They are not meant to be used for all projects or developments in Saugeen Shores. Other guidance documents, policies and plans may be more appropriately used depending on circumstance. For instance, other parts of this Guide provide guidance on stormwater management. In order to avoid duplication or potential inconsistencies with these other documents, we are deliberately excluding them from consideration in these Guidelines. To the extent that any conflicts or inconsistencies might exist, staff and developers shall defer to those other documents.

The Guidelines are to be read in their entirety and the relevant provisions are to be considered in each situation. When more than one provision is relevant, a developer and/or the Town should consider all of the relevant provisions to understand how they may work together. The language of each provision will assist the Town in understanding how the provisions are meant to be applied. Moreover, individual circumstances, uses and other factors may require making trade-offs in these Guidelines to ensure a better overall development.

While these guidelines represent the priorities for design in the Town, there is no implied priority to the individual provisions outlined herein.

Section 1.1 Strategic Plan

Priority #1 of our Corporate Strategic Plan is a stark reminder of the importance of our commitment to facilitating appropriate growth. Updating and reviewing our key guidelines and policies, including our Design Guidelines, is a high priority for Saugeen Shores. Part of facilitating appropriate growth is to identify and prioritize the key matters which shape our brand and identity. Trying to do too much or manage growth in an unfocussed way

leads to inefficient development & process and inconsistency. By focussing and prioritizing these Guidelines, the Town will aid in the facilitation of appropriate growth.

Section 1.2 Communities of Port Elgin and Southampton

The strongest elements of the brands adopted for both Southampton and Port Elgin can be leveraged to facilitate better design which can reinforce the brands. Though the brands were created for downtown environments, taking elements from the brands will help unify the design vision and create better designed public spaces and new developments.

In the creation and implementation of these Guidelines, users will need to understand our adopted brand: Ontario's Southampton and The Boardwalk Vibe (Port Elgin's brand).

Section 1.3 Principles

Capital and operational budget planning and future development will provide new opportunities to contribute to the aesthetics and function of the built form of Saugeen Shores. Design issues and local values expressed as principles form the basis of these Guidelines. To that end these Guidelines are intended to strengthen and foster the following principles:

Create unique and inviting communities

Reinforce the design identity of both Port Elgin and Southampton

Create coherence while fostering creativity

Reflect the cultural heritage and value of the past history of each community

Reinforce the unique features, views and distinctive urban built form

Provide a full range of accessible community businesses and services that are vibrant and that foster our commercial cores as destinations

Provide high quality experiences that are recognized by continuity and quality of the built environment

Emphasize the importance of High Street and Highway 21 as main streets

Section 1.4 Area-Specific Guidelines

While the majority of these Guidelines are applicable to all sections of the Highway corridor outlined in the attached maps (on pages 203 and 204) some specific guidelines have been articulated that offer more detailed guidance for place making and development in those areas (as shown on the same maps). The Area-specific Guidelines are included in appropriate sections of this document.

Section 1.5 An Emphasis on Place making

Place making refers to the importance of efficiently using our assets to collaborate and create infrastructure and public spaces that are responsive to, and reinforce, the identity of Saugeen Shores and which promote health and well-being. Drawing from our Corporate Strategic Plan, these Guidelines are service-oriented and are to be used to create accessible public spaces and infrastructure where people can walk, sit, play, relax and talk. Ultimately, the Highway 21 corridor and High Street should be uniquely Saugeen Shores and take advantage of the distinctiveness of the various locations in that larger area while also managing to foster the connectedness of Saugeen Shores.

Specifically, these Design Guidelines will focus on the themes and identity of Saugeen Shores and assist in guiding the Town to create more complete streets.

Section 1.6 New Development

New development is coming to Saugeen Shores. The qualities that existing businesses and residents enjoy have, in part, lead to attracting new growth. To ensure that new growth and development is compatible and sensitive to the existing context, these Guidelines have been prepared. To effectively facilitate the anticipated growth and limit any negative visual impact from new development, the key built form matters which help support the themes and identity of our Town are brought into focus here: namely Scale & Massing, Height, Setbacks, Orientation and Parking.

Section 1.7 Implementation

Design Guidelines without policy, regulatory, or programmatic support will have no success. In support of implementing these Design Guidelines the Town is shaping enabling Official Plan policy, updating zoning by-law and site plan control provisions and developing programs to provide incentives to landowners seeking to build in Saugeen Shores.

While the aforementioned is being considered and prepared, the Guidelines are a resource for achieving the desired land use form outlined and are to be used by Town staff and developers when reviewing and considering matters along the Highway corridor.

Following the updating of our Official Plan, Zoning by-law and site plan control provisions, these Guidelines will be a useful resource to assist in understanding how the specific projects, programs and developments can be appropriately integrated into our community.

Section 2.0 Placemaking

Public lands forms a significant part of the Highway #21 corridor and High Street. Decisions made in the Town will have a significant impact on the look and feel of these lands. We should hold ourselves to the same standard as we expect developers. The following section provides guidelines for how public land can be shaped to meet our brand and achieve our goals and objectives.

Section 2.1 Themes and Identity

The overarching themes to be a focus of these Guidelines are:

- Creating a sustainable place which is timeless and has continuing relevance to the community; and
- Building on the matters outlined in Section 1.2.

Section 2.1.1 Landmarks and Edges

Landmarks help create identity, and orient visitors to specific locations.

Landmarks can be used to improve community identity, reflect local culture, and/or foster intrigue and interest. Such examples include bridge lighting, murals and sculptures, enhanced treatment of corner buildings, public art, flags, banner poles, view corridors, gateway features/signage, etc.

Landmarks can also include the treatment of edges and entryways into the downtown communities (i.e. through distinct built form, landscape treatment, banners, etc.) to signal and demarcate the approach into Saugeen Shores historical areas or highlight important elements and activities within each area.

Consider emphasizing the recurrent use of lighthouses in Saugeen Shores with elements of lighthouses in the creation of landmarks along the corridor.

Section 2.1.1.1 Area-Specific Guidelines

Southampton Parkways – Improve community identity by using unique and interesting lighting and other decorations on Zgaa-Biig-ni-gan (We Are Connected) Bridge.

Southampton Downtown – Consider murals or sculptures. Enhance the intersection of High Street and Highway #21 with façade upgrades or other landmarks. Continue to orient visitors to the waterfront with the Southampton Flag Pole and the property in proximity to the flag pole. Reflect local heritage and culture with the use of pedestrian-scaled lighting, banners, art and other features reminiscent of the brand.

Port Elgin Transition – Landmarks can include views and vistas of the corridor. Prioritize the establishment and retention of street trees.

Port Elgin Downtown – Provide installations in locations that enhance surroundings and strengthen visitor awareness. Establish a gateway at both ends of Downtown Port Elgin. Reflect local heritage and culture with the use of pedestrian-scaled lighting, banners, art and other features reminiscent of the brand.

Port Elgin Highway Commercial – Consider landscaped medians at Highway #21 and Bruce Road 25 intersection and Concession 10 intersection. Devonshire Road, Lake Ridge Drive and Ivings Drive are nodes which may accommodate landmark features. Elements reflecting local culture should be adapted to a scale appropriate for vehicular traffic.

Section 2.1.2 Landscaping & Street Furniture

Landscaping treatments and street furniture help create identity, as furnishings can be designed and located to reflect the character and theme of a district. For example, identifiable features such as banners, planters, engraved benches or stylized lamp posts which incorporate the Town's brands can be used to make connections with our waterfront.

Treatments such as landscaping, lighting and street improvements can be coordinated within the public boulevard and with the surrounding architectural design to define a sense of place and present that area's theme.

Use of vegetation in landscaping should include primarily low-maintenance, salt-tolerant, indigenous species and incorporate a variety of textures and heights (ground covers, grasses, shrubs and trees).

Landscaping around public parking should be maintained at 0.6 metres in height.

Section 2.1.2.1 Area-Specific Guidelines

None

Section 2.1.3 Wayfinding & Public Signage

Please refer to the Wayfinding guidelines [date]

Section 2.1.3.1 Area-Specific Guidelines

None

Section 2.2 Complete Streets

A fulsome definition of Complete Streets includes much more than what can be included in these Design Guidelines. Therefore, these Guidelines will focus on the improvement of pedestrian connectivity, enhanced walkability and the creation of a comfortable, vibrant and visually exciting atmosphere for active transportation modes.

Section 2.2.1 Active Transportation

The provision of facilities to support active modes of transportation is vital to the creation of Complete Streets. Active transportation should connect places with consistent, easy opportunities to walk and roll. As part of an overall strategy for connectivity developed further in other plans and programs, these guidelines address linkages to the different districts within Saugeen Shores, between important landmarks, and to Lake Huron and the Saugeen River and its tributaries. In addition, the walkability of key individual streets, such as the downtown main streets, is imperative to the success of Complete Streets.

Provide Visible, well-lit and clearly signed places to leave bikes and scooters.

Design and install pedestrian crossings at locations which enhance connectivity with existing or planned trails and walkways, commercial districts or other features in Saugeen Shores.

Active Transportation design elements should include provision for creating a comfortable atmosphere, with trees and other plantings, rest areas that reflect the themes of the area, high visibility to ensure natural public surveillance.

Improve signage for cyclists along recommended cycling routes.

Section 2.2.1.1 Area-Specific Guidelines

Southampton Parkways – Develop opportunities for commuting along the Town’s trail system, including connections to adjacent residential areas and the commercial cores. Connect pedestrians to the Saugeen River through development of a riverfront pathway that connects to the corridor.

Southampton Downtown - Develop opportunities for commuting along the Town’s trail system, including connections to the Rail Trail, Fairy Lake, Helliwell Park and Lake Huron and the Saugeen River.

Southampton Albert Street South - Develop opportunities for commuting along the Town’s trail system, including connections to adjacent residential areas and the commercial cores.

Port Elgin Transition - Develop opportunities for commuting along the Town's trail system, including connections to adjacent residential areas and the commercial cores. Connectivity could be improved by formalizing the trail between Bricker Street and Pierson Avenue.

Port Elgin Downtown - Develop opportunities for commuting along the Town's trail system, including connections to adjacent residential areas. Consider River Street, the land between Green Street and Mill Street and at Catherine Street as downtown connector routes.

Port Elgin Highway Commercial - Develop opportunities for commuting along the Town's trail system, including connections to adjacent residential areas and the commercial cores.

Section 2.2.2 Landscaping & Street Furniture

Landscaping treatments and street furniture contribute to the visual appeal and identity of a street, and help to create a comfortable environment to encourage people to dwell.

Landscaping can also provide the added benefits of noise reduction, shade provision, and screening between different land uses – in particular to shield quieter residential areas.

Where possible, existing mature trees should be retained.

Treed or landscaped medians and boulevards, double rows of tree planting to create the sense of a grand boulevard, planting and flower baskets, decorative lamp posts and coordinated high quality street furniture are just some of the features which can dramatically enhance the look and feel of a street.

Section 2.2.2.1 Area-Specific Guidelines

None

Section 2.2.3 Pedestrian Crossings & Facilities

Pedestrian and cycling facilities should be accommodated within the right-of-way and at key locations to support walkability and active transportation. This can include visible, safe and clearly marked places to leave bikes and scooters, increased seating opportunities for comfort and to encourage people to stay, etc.

Safe pedestrian crossings should be a priority in the development of Complete Streets, and may include paved crosswalks, specified maximum distances of crossings, and visual and audible crossing signals.

Section 2.2.3.1 Area-Specific Guidelines

None

Section 2.2.4 Sustainability

Sustainable features to address drainage, reduced emissions, climate and energy should be considered where possible in the design of streets and buildings.

Such features may include permeable paving (especially for surface parking), bioswales and bioretention areas, green roofs, building orientation, the use of locally sourced materials and resources, active and passive heating and cooling, tree planting, etc.

Section 2.2.4.1 Area-Specific Guidelines

None

Section 3.0 New Development

Growth continues in Saugeen Shores. The following guidelines are focussed and effective in ensuring that the form of development is aligned with the Town's goals & objectives. Our priorities are to ensure Scale & Massing, Building Height, Setbacks, Building Orientation and Landscaping & Parking elements of new development are appropriately integrated into the Highway #21 and high Street areas.

Section 3.1 Scale & Massing

Section 3.1.1 Downtown Port Elgin and Downtown Southampton

It is important that new development fits within the existing context, creating seamless transitions between neighbouring buildings.

Emphasis needs to be placed on designing buildings that are pedestrian in scale, relate to the street, and encourage a positive streetscape.

Buildings should maintain the character of the traditional mixed use downtown by emphasizing basic design elements and accommodating a mixture of uses including a residential component.

Section 3.1.2 Southampton Parkways, Southampton Albert Street South and Port Elgin Transition

It is important that massing is consistent with the existing residential character of the area.

Additions to or enlargements of buildings should maintain the integrity of the front façade; in most cases this will be achieved by locating additions behind the existing building.

Section 3.1.3 Port Elgin Highway Commercial

It is important that new development is complementary to its surroundings and is scaled in a way that supports and maintains the historical pattern of building development along the corridor.

Buildings should be spaced in relation to surrounding buildings to contribute to the rhythm of the corridor (i.e. larger buildings may require more spacing in between, whereas smaller and more consistently sized buildings can be located closer together).

Section 3.1.4 Other Area-Specific Guidelines

None

Section 3.2 Height

Section 3.2.1 Downtown Port Elgin and Downtown Southampton

Within downtown areas, new development should be similar in height to neighbouring buildings, preferably with a maximum of a one storey height difference between adjacent buildings.

Where greater height changes are proposed, they should be mitigated with stepbacks, architectural detailing, or the treatment of the roofline.

Section 3.2.2 Southampton Parkways, Southampton Albert Street South and Port Elgin Transition

Buildings abutting residential properties should present a maximum 2 storey height at the rear setback line, with additional height permitted to be scaled up at a 45 degree plane to a maximum of 4 storeys.

Section 3.2.3 Port Elgin Highway Commercial

Building faces should be two to six storeys in height.

Proposed taller buildings that are adjacent to shorter buildings should achieve their height through stepped transitions on a maximum 45-degree plane.

Section 3.2.4 Other Area-Specific Guidelines

None

Section 3.3 Setbacks

Section 3.3.1 Downtown Port Elgin and Downtown Southampton

Buildings will be located closest to the street to make things feel like an outdoor room.

Generally, no setbacks will be required.

Small variations in setbacks may be permitted to enable dooryard/courtyard seating and patio areas.

Section 3.3.2 Southampton Parkways, Southampton Albert Street South and Port Elgin Transition

Increased setbacks and/or landscape buffers should be established where commercial areas abut residential zones.

Section 3.3.3 Port Elgin Highway Commercial

Larger developments can be set back further from the street provided that smaller buildings on independent foundations are used to define the site corners and provide

continuity along the public streetscape, and provided that clear pedestrian routes are provided to rear buildings.

Section 3.3.4 Other Area-Specific Guidelines

Southampton Parkways – Buildings located near Southampton Downtown should be setback closer to the street than buildings farther from Southampton Downtown.

Section 3.4 Orientation

In general, buildings should be oriented towards the road or adjacent public open spaces to define the street/public realm edge.

Buildings should be oriented so that main entrances are located on the public street frontage, though secondary entrances may be provided where parking is located at the side or rear of a building.

Buildings adjacent to public spaces other than a street should be oriented to enhance the public space.

Special consideration should be given to buildings on corner lots, as these are highly visible locations and may have landmark potential. Buildings at corner locations should address both street frontages.

Section 3.4.1 Area-Specific Guidelines

None

Section 3.5 Parking & Landscaping

Surface parking should be situated to the side or rear of the building. Where parking is proposed between the building and the street, parking should be screened as noted herein. Large parking areas should use landscaped and treed islands.

Maximum space requirements should be enforced through zoning, and opportunities to minimize parking surfaces should be pursued, for example, through shared spaces between different uses.

Use of vegetation in landscaping should include primarily low-maintenance, salt-tolerant, indigenous species and incorporate a variety of textures and heights (ground covers, grasses, shrubs and trees).

Trees should be provided at a rate of 1 per 7.0 metres of the linear lot line around the perimeter of a site. Trees do not have to be provided at an even frequency around the perimeter and should be placed in appropriate locations creating natural or informal settings or clusters.

Landscaping should be used to limit impacts on adjacent residential areas, where they are planned or exist.

Landscaping should be consistent with the landscaping of nearby spaces, be coordinated with nearby public streetscape elements.

Landscaping may be used to create a well-defined approach to buildings and encourage safe pedestrian circulation.

Existing natural features should be maintained, where possible, with a goal to achieve no net loss of tree canopy cover.

Landscaping may include the provision of hardscaping, fencing, privacy masonry, seating or the provision of public art or other amenity elements that evoke the themes contained herein.

Lighting of the building and of parking areas shall be integrated with the design of the building and be appropriate for the scale of building.

All exterior lighting should be dark sky compliant.

Lighting should be designed to promote and enhance pedestrian safety.

Parking should be screened through the use of landscaping, treed islands, etc. and maintained at a height of 0.6 metres.

Parking should be designed to incorporate sustainable design measures, such as permeable paving and bioswales, to reduce the environmental impacts which result from parking and automobile use.

Access to parking areas shall be provide by single or double lane driveways only. Wide curb cuts providing direct access to parking areas shall not be permitted.

Provide clear routes from parking areas and from public sidewalks to the building entrance(s).

Accessible parking spaces shall be provided within 30 metres of the main entrance of a building.

Snow storage areas shall not be located along a street frontage.

Noise attenuation should be accomplished through landscaping which enhances the natural setting without fully isolating the development from the community.

Section 3.5.1 Area-Specific Guidelines

Southampton Parkways – Water retention ponds that may be required as part of development shall be designed and landscaped as a public feature, including the appropriate design as a park-like setting. Provide no less than a 3.0 metre wide landscaped area along the perimeter at the back and sides of a site where abutting residential properties.

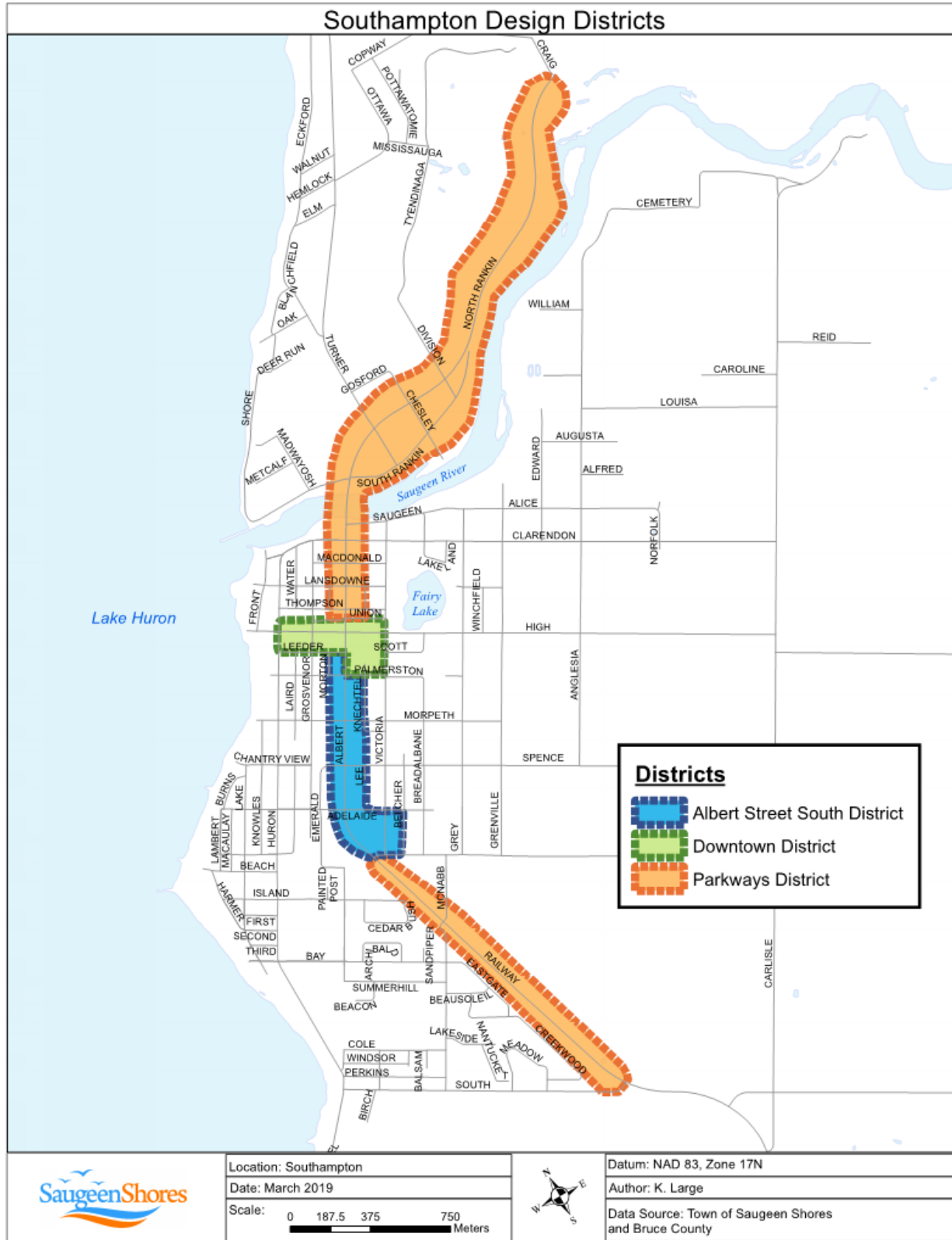
Southampton Albert Street South – Fencing greater than 1.5 metres is not appropriate along Highway #21 frontage. Landscaping and berming should be considered. Provide no less than a 3.0 metre wide landscaped area along the perimeter at the back and sides of a site where abutting residential properties.

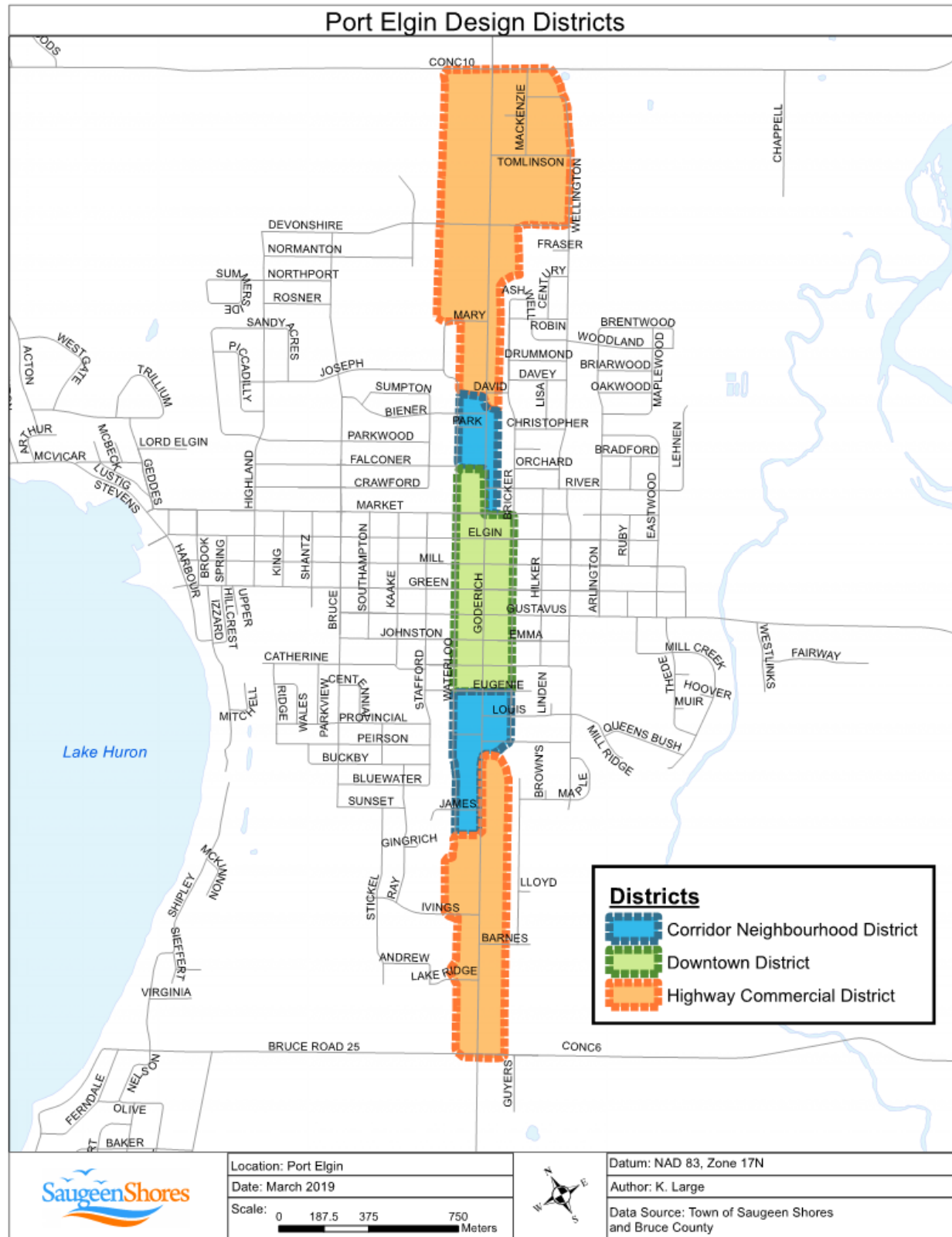
Southampton Downtown – Parking should not be provided between the street and the front of a building.

Port Elgin Transition - Provide no less than a 10.0 metre wide landscaped area along the perimeter at the back and sides of a site where abutting residential properties. Where site constraints make side and rear yard parking impossible, a maximum of 2 parking spaces may be in front of a principal building.

Port Elgin Downtown – Provide no less than a 3.0 metre wide landscaped area along the perimeter at the back and sides of a site where abutting residential properties. Parking should not be provided between the street and the front of a building. Measures should be taken to remove barriers and coordinate the management of existing backlot parking areas.

Port Elgin Highway Commercial - Provide no less than a 3.0 metre wide landscaped area along the perimeter at the back and sides of a site where abutting residential properties. Encourage shared access and parking among uses and properties.





Appendix L – Accessibility Advisory Committee Standard Requirements and Comments

- AODA - the Committee requests that due to recent changes to the Accessibility for Ontarians with Disabilities Act (AODA), make the entire development accessible (including lunch room, amenities such as pool, change rooms, hallways, doorways, etc.);
- AODA - As required in the AODA, Accessible Customer Service Training be provided for ALL Staff;
- EMERGENCY - 911 Municipal Number be clearly visible from the road;
- INFORMATION - Signage be in a large simple font in a colour that contrasts with its background;
- ACCESSIBLE PARKING – Minimum 2 accessible parking spaces provided at the building; and parking be identified with a sign on a post (or building), as well as painted on the asphalt;
- ENFORCEMENT OF ACCESSIBLE PARKING - The handicapped parking ‘sign’ be in accordance with the Town’s Parking By-law for signage, and that the owner provide authorization to the Town to enforce handicapped parking on private property;
- VISUAL IMPAIRMENT - Adequate lighting in parking lot and soft lighting inside the building. Where possible, avoid harsh light such as spotlights and bare bulbs;
- ACCESSIBLE ENTRANCE - Curb cuts indicated by Tenji blocks at accessible parking, with accessible walkway leading to barrier free entrance and ensure that all ramps, sidewalks, push buttons and opening doors to not interfere with each other;
- VISUAL IMPAIRMENT - Curbs, steps, speed bumps and pedestrian walkways be identified with bright paint and/or truncated domes;
- ENTRANCE - Designated Walkway/sidewalk be a minimum of 2 metres, and be kept clear of debris, and snow in the winter months;
- ENTRANCE - Barrier free entrance (as well as emergency exits) to have automatic doors, preferably operating with one button if a double door entrance. Also that the entrance ramps, button and opening of the barrier free door does not interfere with each other;
- MOBILITY DEVICE PARKING - Bicycle/Scooter parking and scooter charging station be considered;
- CUSTOMER SERVICE - Lower accessible counter height;
- CUSTOMER SERVICE - Printed information and brochures, be available in accessible formats which include, but are not limited to, large print, braille and digital/electronic;

- WASHROOM - Accessible/Family/Transneutral washroom be provided in common areas, with barrier free door;
- WASHROOM - Consideration be given to provide an adult change table in the Accessible washroom.
- VISUAL IMPAIRMENT - Doors and walls are different colours to give a colour contrast;
- ACCESSIBLE SEATING - Waiting areas, Boardrooms or common rooms have variety styles of chairs, some without arms, some not affixed to the floor;
- ACCESSIBLE BUILDING - Aisle widths, doorways, etc. be large enough to accommodate a wheelchair;
- ACCESSIBLE BUILDING - Staff areas be accessible;
- ACCESSIBLE BUILDING - Coat areas have accessible height coat rack;
- ACCESSIBLE BUILDING - Accessible/Handicapped Fire and Carbon Monoxide Detectors be installed.

If more information or design specifications is required, do not hesitate to contact the Accessibility Advisory Committee through Tracey Edwards, Deputy Clerk 519-832-2008 Ext. 105 or email tracey.edwards@saugeenshores.ca

Appendix M – Subdivision and Site Plan Application Form

TOWN OF SAUGEEN SHORES**●SITE PLAN****●PLAN OF SUBDIVISION****●SITE PLAN BUSINESS PARK**

IF YOU ARE UNABLE TO ANSWER ANY OF THESE QUESTIONS, PLEASE
CONTACT THE OFFICE OF THE CLERK FOR ASSISTANCE

1. **Registered Owner's Name:** _____
 Address & Postal Code _____
 Telephone: Home () _____ Work () _____ Fax () _____
 E-mail Address _____
2. **Applicants Name:** _____
 Address & Postal Code _____
 Telephone: Home () _____ Work () _____ Fax () _____
 E-mail Address _____
3. **Planner / Consultant:** _____
 Address & Postal Code _____
 Telephone: Home () _____ Work () _____ Fax () _____
 E-mail Address _____
4. **Engineer's Name:** _____
 Address & Postal Code _____
 Telephone: Home () _____ Work () _____ Fax () _____
 E-mail Address _____
5. **Send Correspondence to:** Owner _____ Applicant _____
 Planner _____ Engineer _____
6. **Location of Property:**
 Municipality _____
 Former Municipality _____
 Lot(s) _____ Concession _____
 Lot(s) _____ Registered Plan _____
 Part(s) _____ Reference Plan _____
 Street / Civic Address _____
 Tax Assessment Roll No: 41 - 10 - 4 - - -

7. (A) **Application Type:**
 _____ Site Plan
 _____ Site Plan - Business Park
 _____ Plan of Subdivision
- (B) **Purpose of Application:** _____

- (C) **Relationship (if any) to person(s) named as Registered Owner**

8. **Status of Lands**
 Land Registry _____
 Land Titles _____
 Reference Plan _____
 Any Existing Easement / Right of Way _____
9. **Plan of Subdivision**
 Seeking Draft Approval _____ or Draft Plan Approval # _____
 Red Line Revision to Draft Plan # _____
 Submitted to County of Bruce: _____ (Date Submitted)
10. Existing uses of the abutting properties (including properties on opposite side of road allowance): _____

11. What type of access does the land intended to be developed have?
 Provincial Highway _____ County Road _____
 Year Round Municipal Road _____ Seasonal Municipal Road _____
 Unopened Road Allowance _____ Private Right-of-Way _____
 Other (please specify): _____
 Secondary Access / Egress _____
12. What type of hydro service is being provided?
 Hydro One _____ Westario Power _____

13. **Services Currently Available**

DEVELOPED LANDS

	Municipal Water	Communal Water	Private Water	Municipal Sewers	Communal Sewers	Private Septic	
Existing							
Proposed							

SERVICES TO BE MADE AVAILABLE TO THE DEVELOPED LANDS

Existing							
Proposed							

14. **Storm Sewers**

Are storm water sewers present? Yes _____ No _____ Proposed _____

15. Date of construction of all buildings and structures on the subject lands:

16. Does the application require demolition of an existing building?

Yes _____ No _____

17. Has any land been previously severed from this holding?

Yes _____ No _____

18. If the answer to Number 17 is YES, please indicate previous severances on the required sketch and supply the following information for each lot severed:

Grantee's Name: _____

Relationship (if any) to Owner: _____

Use of Parcel Severed: _____

Date Parcel Created: _____

File Number: _____

19. Has the parcel intended to be severed ever been or is it now a part of an application for a Plan of Subdivision under Section 51 of the Planning Act, 1990 or its predecessor? Yes _____ No _____

20. What is the current Zoning on the Property? _____

NUMBERS 21 & 22 MUST BE COMPLETED IN THE PRESENCE OF THE "COMMISSIONER".

PLEASE PRINT

21. I, _____, hereby authorize a site visit(s) be undertaken by, but not limited to Staff of the following agencies:

Town of Saugeen Shores
County of Bruce Planning Department
Saugeen Valley Conservation Authority

22. I, _____ of the _____ of _____, in the _____ of _____, hereby solemnly declare that the statements made herein are to the best of my belief and knowledge, a true and complete representation of the purpose and intent of this application.

Date: _____

Signature of Owner: _____

Signature of Agent or Applicant: _____

DECLARED BEFORE ME AT THE
TOWN OF SAUGEEN SHORES
IN THE COUNTY OF BRUCE, THIS
____ DAY OF _____, 20____.

A COMMISSIONER, ETC.

**THE CORPORATION OF THE TOWN OF SAUGEEN SHORES
IN THE MATTER OF APPLICATION FOR DEVELOPMENT**

I, _____, being the

- () Registered Owner(s)
- () Executor / Executrix
- () Signing Corporate Officer(s)

OF THE LANDS FOR WHICH APPLICATION IS TO BE MADE, HEREBY AUTHORIZE AND DIRECT _____ TO ACT AS MY AGENT AND ON MY BEHALF TO APPLY TO THE CORPORATION OF THE TOWN OF SAUGEEN SHORES FOR A DEVELOPMENT ON THE LANDS HEREIN DESCRIBED.

Location of Property:

Municipality _____
Former Municipality _____
Lot(s) _____ Concession _____
Lot(s) _____ Registered Plan _____
Part(s) _____ Reference Plan _____
Street / Civic Address _____
Tax Assessment Roll No: 41 - 10 - 4 - - -

SIGNED, SEALED AND DELIVERED
In the presence of

Date: _____ Signature: _____

Date: _____ Signature: _____

SEAL

Appendix N – Standard Drawings

Typical Rural Cross-Section

Typical Urban Cross-Section (20m Right of Way)

Settlement Control Joint Detail (Flexible Pipe) Standard Trench Width

Settlement Control Joint Detail (Flexible Pipe) Narrow Trench Width

Storm Service Connection (Flexible Pipe)

Sanitary Service Connection (Flexible Pipe)

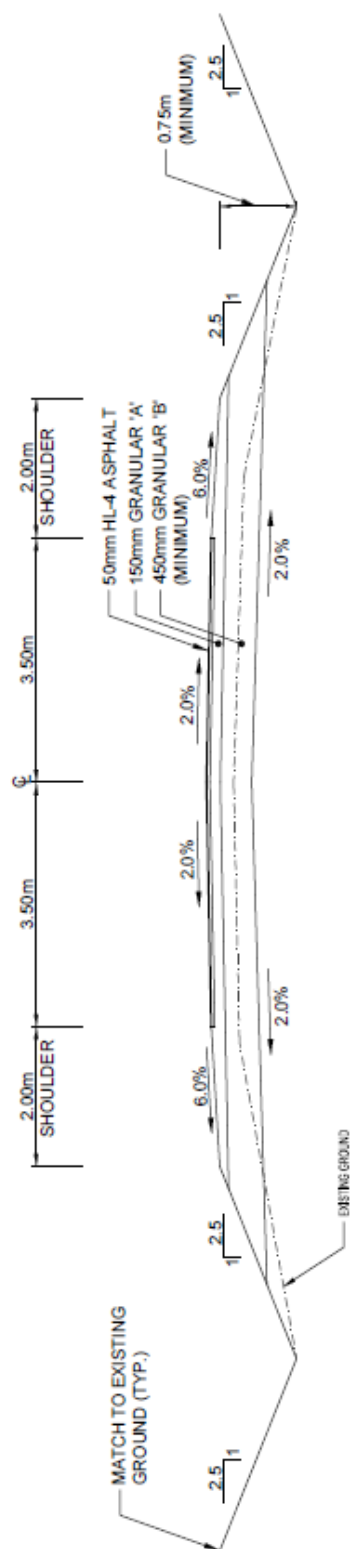
Bedding Requirements for Perforated Storm Sewer

Hydrant Installation

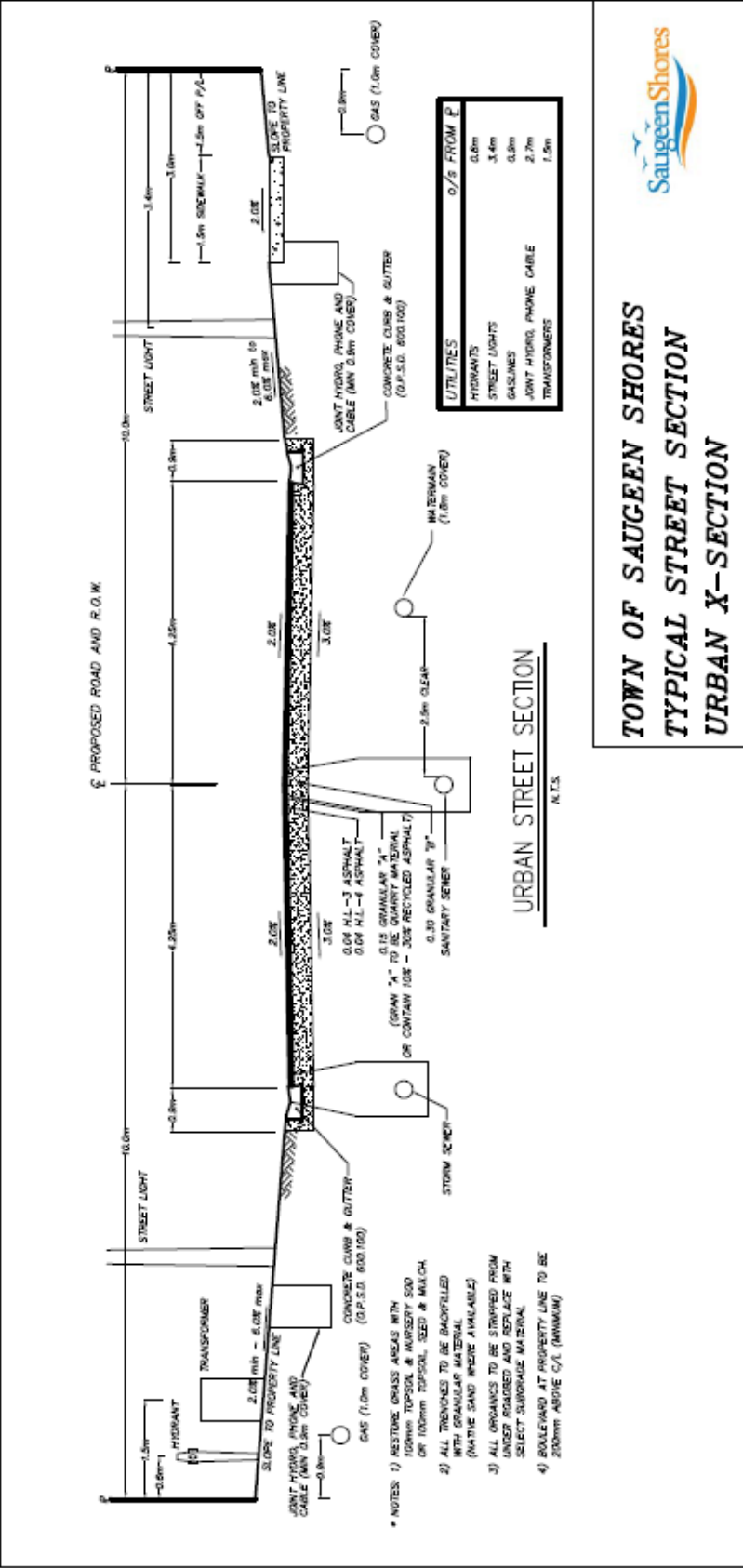
Drainage Pit Detail

Asphalt Restoration Detail for Small Road Cuts

Service Connection Sheet

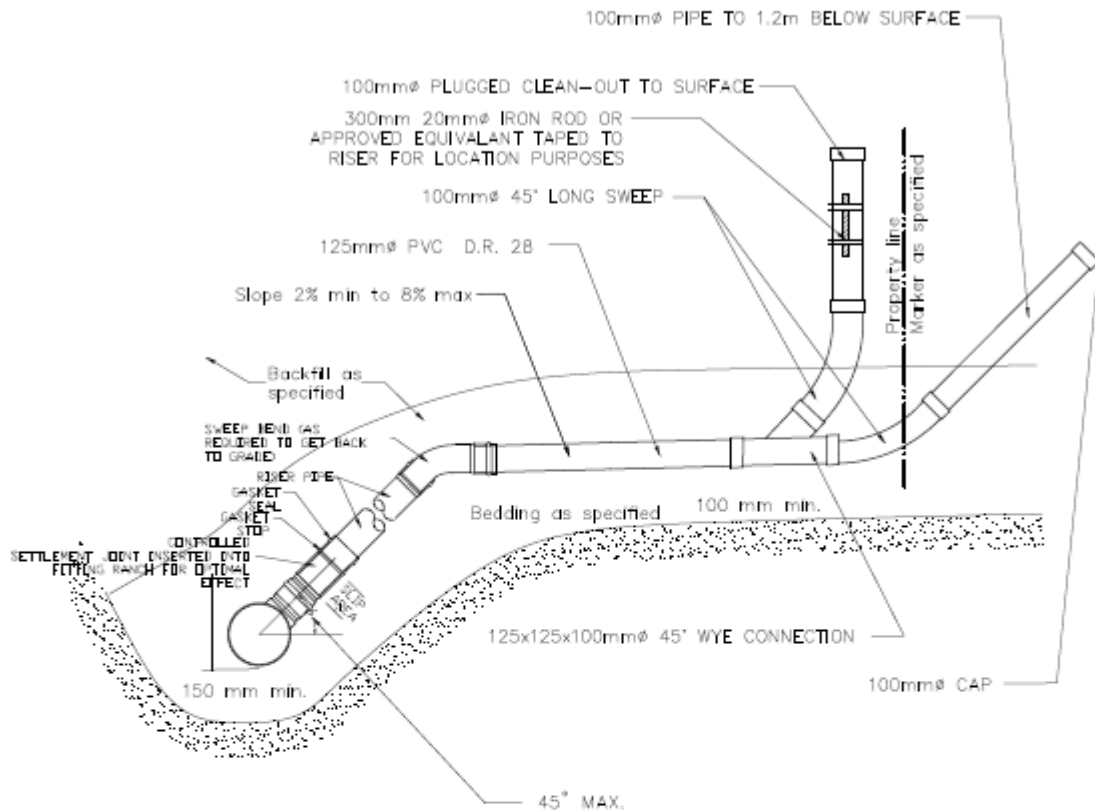


**TOWN OF SAUGEEN SHORES
TYPICAL STREET SECTION
RURAL X-SECTION**



**TOWN OF SAUGEEN SHORES
TYPICAL STREET SECTION
URBAN X-SECTION**





NOTES

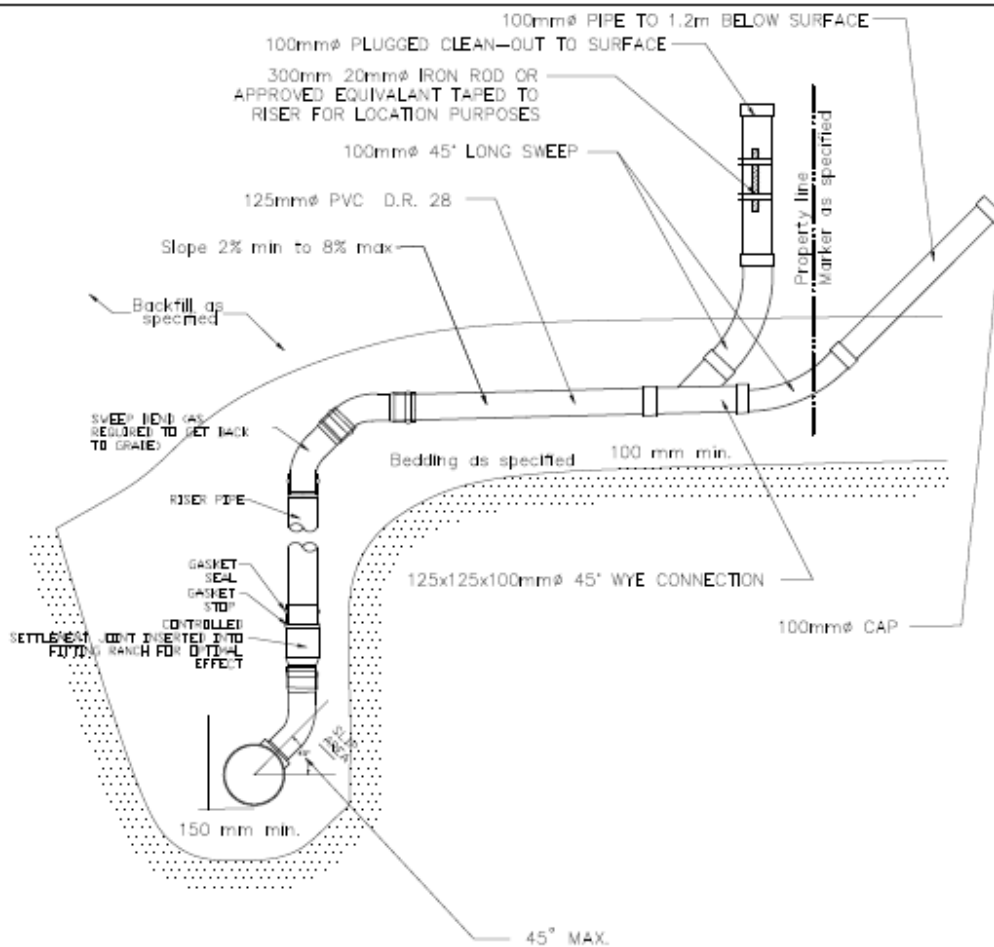
1. CONTROLLED SETTLEMENT JOINT FITTING SHOULD BE INSERTED INTO FITTING BRANCH FOR OPTIMAL EFFECT
2. RISER PIPE AND FITTINGS SHALL BE SURROUNDED BY COMPACTED BEDDING MATERIAL AS SPECIFIED BY ENGINEER
3. SWEEP BENDS ARE RECOMMENDED FROM TOP OF RISER TO LATERAL
4. NO MORE THAN ONE JOINT BETWEEN CONTROLLED SETTLEMENT JOINT AND SWEEP BEND IS RECOMMENDED

TOWN OF SAUGEEN SHORES SETTLEMENT CONTROL JOINT DETAIL

FOR FLEXIBLE PIPE



g e



NOTES

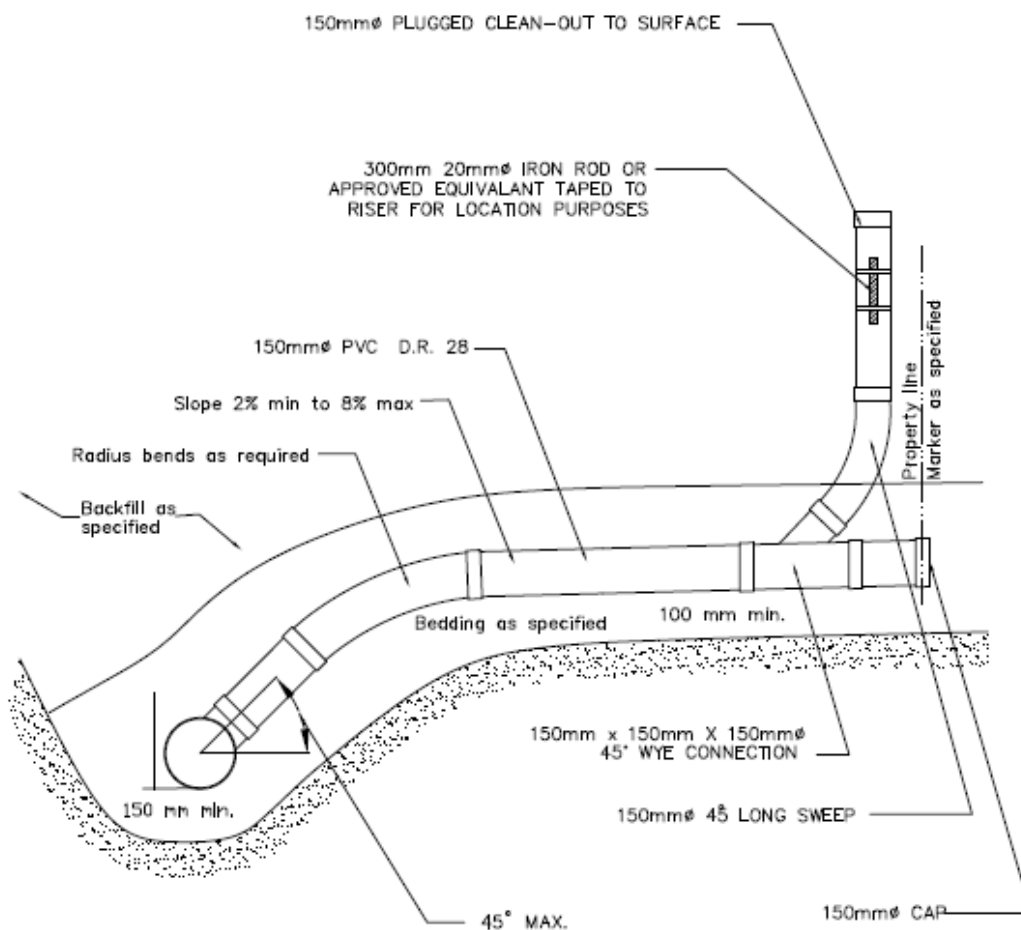
1. CONTROLLED SETTLEMENT JOINT FITTING SHOULD BE INSERTED INTO FITTING BRANCH FOR OPTIMAL EFFECT
2. RISER PIPE AND FITTINGS SHALL BE SURROUNDED BY COMPACTED BEDDING MATERIAL AS SPECIFIED BY ENGINEER
3. SWEEP BENDS ARE RECOMMENDED FROM TOP OF RISER TO LATERAL
4. NO MORE THAN ONE JOINT BETWEEN CONTROLLED SETTLEMENT JOINT AND SWEEP BEND IS RECOMMENDED

TOWN OF SAUGEEN SHORES
SETTLEMENT CONTROL JOINT
NARROW TRENCH DETAIL
FOR FLEXIBLE PIPE



g e



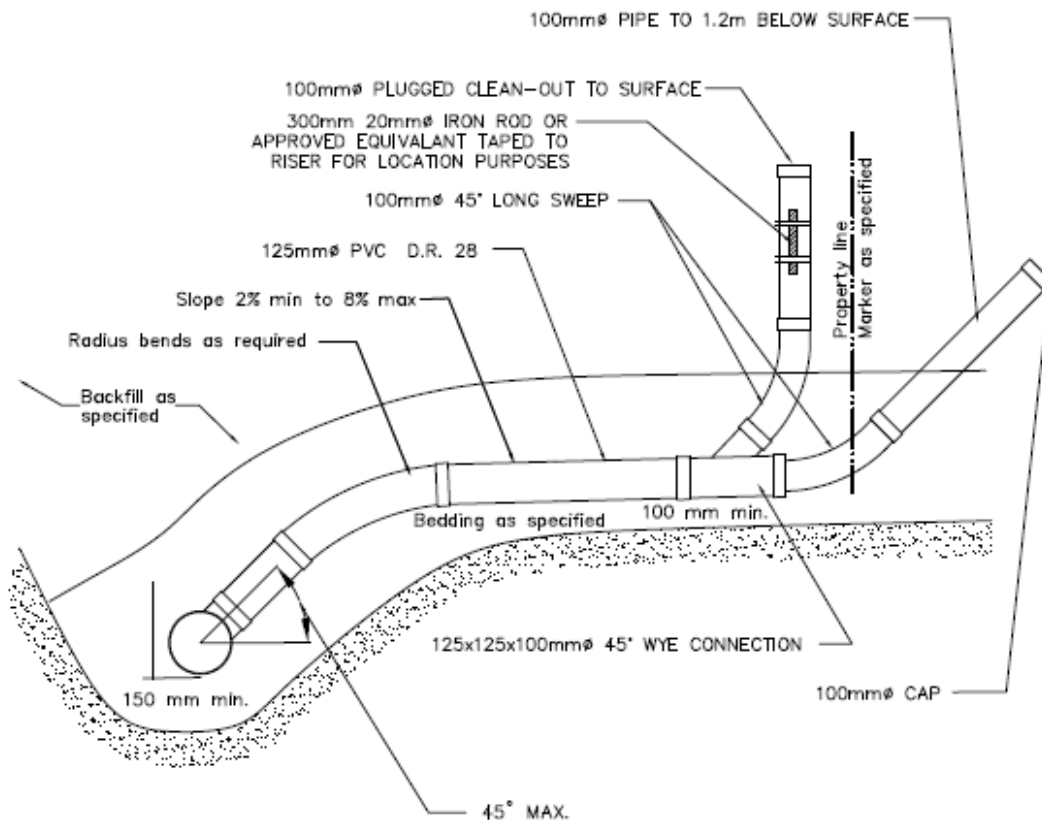


NOTES:

- A For sewers smaller than 450 mmØ, connections must be made using approved factory made tees; for all others sizes, either approved factory made tees or approved saddles may be used.
- B Saddles must be installed on the main pipe before that pipe is laid.
- C Approved cut-in tool must be used for field made tees.
- D Service connection must be securely plugged at property line with an expanding type plug or approved equal.
- E Plug at property line shall be adequately braced to withstand testing pressures.
- F Gasket pipe will be required on town property.
- G All dimensions are in millimetres unless otherwise shown.

TOWN OF SAUGEEN SHORES STORM SERVICE CONNECTIONS FOR FLEXIBLE PIPE





NOTES:

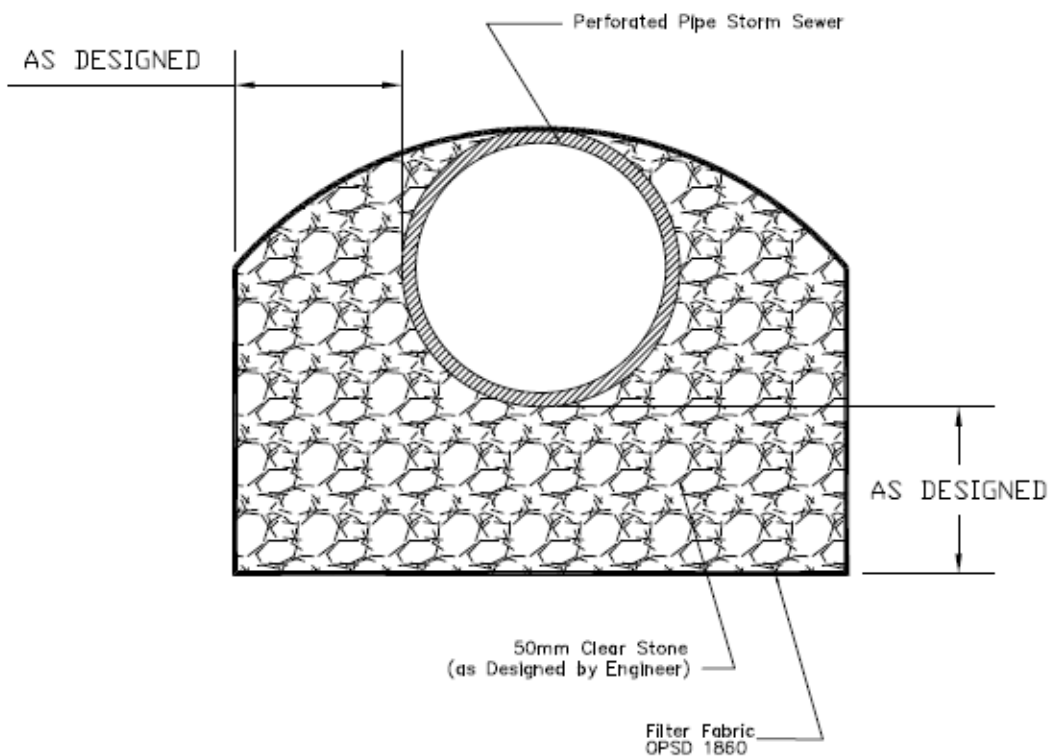
- A For sewers smaller than 450 mmØ, connections must be made using approved factory made tees; for all others sizes, either approved factory made tees or approved saddles may be used.
- B Saddles must be installed on the main pipe before that pipe is laid.
- C Approved cut-in tool must be used for field made tees.
- D Service connection must be securely plugged at property line with an expanding type plug or approved equal.
- E Plug at property line shall be adequately braced to withstand testing pressures.
- F Gasket pipe will be required on town property.
- G If existing sanitary service is A.C. pipe, a Fernco coupler shall be used.
- H All dimensions are in millimetres unless otherwise shown.

TOWN OF SAUGEEN SHORES SEWER SERVICE CONNECTIONS FOR FLEXIBLE PIPE



e





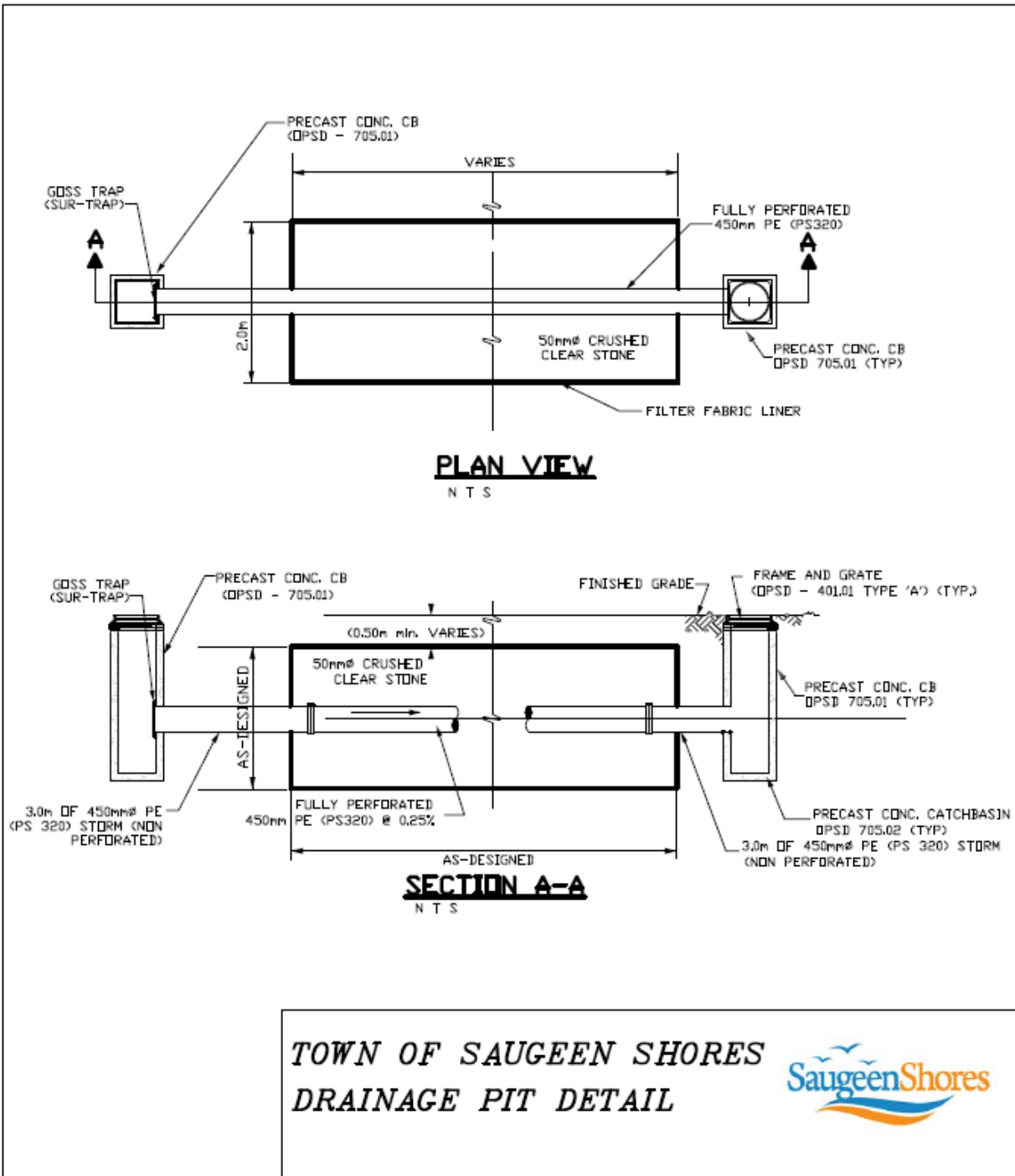
NOT TO SCALE

NOTES:

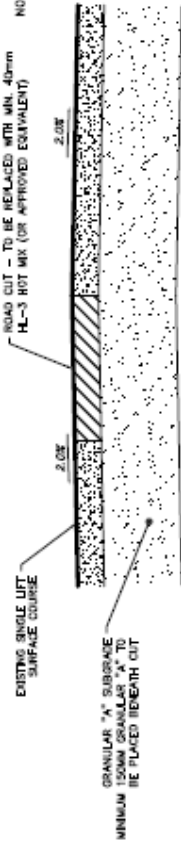
- A All joints in the filter cloth to have a Minimum of 500mm overlap*
- B Care is to be taken to ensure no tears occur in the filter cloth during backfilling*
- C A half length of identical size and type solid pipe is to be used when entering any manhole or catch basin and filter cloth is to extend onto the solid pipe for a minimum of 1500mm*
- D Any Cuts in the filter cloth due to services are to be sealed tightly with plastic ties*

**TOWN OF SAUGEEN SHORES
BEDDING REQUIREMENTS FOR
PERFORATED STORM SEWER**



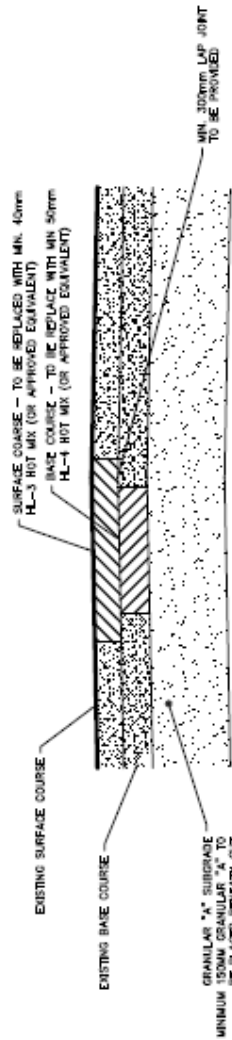


- NOTES:
- 1.0 NO ROAD CUTS TO BE MADE WITHOUT PRIOR MUNICIPAL CONSENT
 - 2.0 ROAD RESTORATION TO BE COMPLETED WITHIN 30 DAYS OF DAMAGE
 - 3.0 MUNICIPAL REPRESENTATIVE TO BE MADE AWARE OF RESTORATION SCHEDULE
 - 4.0 SMALLER ROAD CUTS TO BE COMPLETED WITH A JUMPING JACK STYLE COMPACTOR



SINGLE LIFT ROAD

N.T.S.




DOUBLE LIFT ROAD

N.T.S.

TOWN OF SAUGEEN SHORES ASPHALT RESTORATION DETAIL FOR SMALL ROAD CUTS



Date: _____	Contractor: _____	Contract: # _____
Street Name: _____ House: # _____ Sanitary Main: Sanitary Service Inv @ P/L: _____m _____m deep Sanitary Service Size: 125mm Type PVC DR28 Distance From MH# _____ m ()upstream/()downstream Watermain: 150mm Ex. Water Service Elev. P/L @: _____m _____m deep Ex. Water Service Size: _____mm Type: _____ Customer Water Service Size: _____m Type: _____ Customer Water Service Elev.: _____m _____m deep Soil Type: _____ Remarks: _____ _____ _____		 Scale: NTS 