

The Corporation of the Town of Saugeen Shores

By-law 116 - 2025

Being a By-law to Authorize the Entering into of a
Subdivision Agreement with 12038242 Canada Inc. for 395
High St, Southampton

Whereas Sections 53(12) and 51(26) of the Planning Act, R.S.O. 1990 provides that a municipality or approval authority, or both, may enter into agreements imposed as a condition to the approval of a consent and the agreements may be registered against the land to which it applies and the municipality or the approval authority, as the case may be, is entitled to enforce the provisions of it against the owner and, subject to the Registry Act and the Land Titles Act, any and all subsequent owners of the land; and

Whereas 12038242 Canada Inc. is desirous of entering into a Subdivision Agreement with the Town of Saugeen Shores, to facilitate the development of 395 High St, Southampton, being PT LT 24 S/S HIGH ST PL SOUTHAMPTON AS IN R272256; TOWN OF SAUGEEN SHORES (PIN 33259-0019);

Now Therefore Be It Resolved that the Council of the Corporation of the Town of Saugeen Shores enacts as follows:

1. That the Council of the Town of Saugeen Shores hereby authorizes the Subdivision Agreement with 12038242 Canada Inc., attached hereto and forming part of this By-law;
2. That the Mayor and Deputy Clerk are hereby authorized and directed to fully execute the Subdivision Agreement upon receipt of all necessary documentation and securities; and
3. That this By-law shall come into force and take effect upon the final reading thereof.

Read and Finally Passed and Sealed this 15th day of December, 2025.

Luke Charbonneau, Mayor

Morgan McCulloch, Deputy Clerk

By signing this By-law on December 15, 2025, I, Mayor Luke Charbonneau, will not exercise the power to veto this by-law pursuant to subsection 284.11 (4)(a).

Luke Charbonneau, Mayor

SUBDIVISION AGREEMENT

THIS AGREEMENT made this _____ day of _____, 20_____.

BETWEEN

12038242 CANADA INC.

('Owner')

Party of the FIRST PART

-and-

THE CORPORATION OF THE TOWN OF SAUGEEN SHORES

('Town')

Party of the SECOND PART

WHEREAS the Owner warrants that it is the registered Owner in fee simple of the Subject Lands, being PT LT 24 S/S HIGH ST PL SOUTHAMPTON AS IN R272256; TOWN OF SAUGEEN SHORES (395 HIGH ST) (PIN 33259-0019), of which Subject Lands the Owner intends to subdivide as further described in Schedule "A" attached hereto and forming a part of this agreement;

AND WHEREAS the owner intends to upgrade the road standard and install services within a portion of the Grenville Street S road allowance to the Town's satisfaction as shown in Schedule "B" attached hereto and forming part of this agreement;

AND WHEREAS the Town shall, once works are completed to the Town's satisfaction, continue to maintain the road in accordance with all provincial and municipal requirements, including winter maintenance, waste pickup and other municipal services;

AND WHEREAS other landowners may benefit from the services being installed within Grenville Street S as shown in Schedule "C" and such landowners shall pay their fair share for the costs of servicing within Grenville Street S;

NOW THEREFORE in consideration of mutual covenants, agreements and promises herein contained and the sum of Two Dollars (\$2.00) of lawful money of Canada now paid by each of the parties hereto to the other (the receipt and sufficiency of Which is hereby acknowledged) and other good and valuable consideration and the mutual agreements contained herein, the parties hereto covenant and agree as follows:

OWNER'S OBLIGATIONS

1. The Owner agrees to upgrade the road and install services within a portion of the Grenville Street S road allowance, namely road upgrades, storm sewer, sanitary sewer, watermain, service connections and appurtenances as shown in Schedule "B" to this agreement to the satisfaction of the Town.
2. The Owner agrees to 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 for the construction of Grenville Street S and all works to the Town's satisfaction (Schedule "D").
 - ii. Prepare and furnish all required drawings;
 - iii. Submit to the Town an estimate of the costs of the Works, which said estimate, when approved by the Town shall become the basis for the required securities (Schedule "E");
 - 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 supervision of construction;
 - vii. Maintain all records of construction and obtain approval from the Town of all construction changes;
 - viii. Upon the completion of the installation of the road, storm sewer, sanitary sewer, watermain, service connections and appurtenances, provide the Town with two acceptable sets of "as-built" plans of these works in hard copy and one in digital format;
 - ix. Furnish to the Town a certificate signed by a Professional Engineer, upon completion of the Works, that all Works were completed in conformance with the design and to the applicable standards and specifications prior to issuance of occupancy of any and all buildings to be constructed on the lots to be severed.
 - x. All matters referred to in this paragraph shall be to the Town's sole satisfaction.
3. Prior to construction of the works, the Owner shall deposit with the Town, to cover the faithful performance of this Agreement for the construction of Grenville Street S and the payment and provision of all obligations arising hereunder, a cash deposit and/or an irrevocable letter of credit from a chartered bank in the amount of one hundred percent (100%) of the estimated costs of the Works and other Improvements required for the construction of Grenville Street S to the satisfaction of the Town as shown in Schedule "E".
- a. If the Owner fails to perform any of their obligations pursuant to this Agreement, the Town may deduct the cost thereof from the deposited securities, without notice to the Owner, 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.
 - b. 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 Owner have not been completed as required by this Agreement before securities can be released for such Works or obligations, and where the Owner 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.
 - c. Notwithstanding that any securities on hand have been designated herein to ensure the completion or repair of specified work, where the Owner 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.
 - d. Upon the issuance of the Certificate of Completion and Acceptance for the services all securities will be released, except for an amount sufficient to cover the warranty of the road for 1 year, as determined by the Director, Development Services, after which time all remaining securities shall be released by the Town.
 - e. The Town will not agree to any cancellation or reduction of the required securities if the Owner is in default in any way of any provision, requirement or obligation of the Owner under this Agreement.

TOWN'S OBLIGATIONS

1. The Town agrees to review the proposed engineer's design and to approve of said design as long as it meets the intent of the Town's Design Guidelines, is reasonable and is in the best interest of the Town.
2. The Town will work with the engineer to identify the design criteria for the road and requirements for the design drawings, tendering and contract.
3. Once the execution of this Agreement, the Town agrees to authorize the issuance of a clearance letter to the County of Bruce Consent Approval Authority; such letter shall only be issued if all other Town Conditions of Provisional Approval have been addressed in accordance with the Decision of the Approval Authority for Consent Files B-2024-030, B-2024-031, and B-2025-001.
4. The Town agrees to use its best efforts to require owners of benefitting land as outlined in Schedule "C" to compensate the Owner for the fair share of the servicing costs within Grenville Street S. The Owner agrees that the final determination as to the cost that will be collected will rest with the Town. The Owner agrees that the obligation to collect will lapse 10 years from the date of execution of this Agreement. Subject to Town approval, the obligation to collect pursuant to this clause may be extended by 10 years upon an amendment to this agreement.

GENERAL REQUIREMENTS

1. The Owner acknowledges that occupancy of any and all buildings to be constructed on the lots to be severed will not be provided until the works along Grenville Street S have been completed and a Certificate of Completion has been issued, unless the Town provides an exception.
2. The Owner agrees that the execution of this Agreement and/or the issuance of a clearance letter to the County shall not constitute a representation or assurance that the County of Bruce Approval Authority will grant Final Approval for Consent Files B-2024-030, B-2024-031, and B-2025-001.
3. The Owner shall indemnify and save harmless the Town from all actions, causes of actions, suits, regulatory actions, claims and demands whatsoever which may arise either directly or indirectly by reasons of the construction of the road, storm sewer, sanitary sewer, watermain and appurtenances.
4. The Owner shall furnish evidence to the Town of the issuance and maintenance of a public liability Insurance policy specifically for the works associated with this Agreement in an amount of not less than \$5,000,000.00, naming the Town as additional insured.
5. 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.
6. The provisions hereof shall enure to the benefit of and be binding upon the parties hereto, their respective successors and assigns.
7. Should any section, subsection, clause, paragraph or provision of this Agreement be declared by a Court of competent jurisdiction to be invalid, the same shall not affect the validity of the Agreement as a whole or any part thereof, other than the provision so declared to be invalid.

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.

12038242 CANADA INC.



Derek Meyers, President

I have authority to bind the Corporation.

THE CORPORATION OF THE TOWN OF SAUGEEN SHORES

Luke Charbonneau, Mayor

Morgan McCulloch, Deputy Clerk

We have the authority to bind the Corporation.

SCHEDULE "A"

DESCRIPTION OF LANDS OF THE OWNER / LANDS TO BE SUBDIVIDED

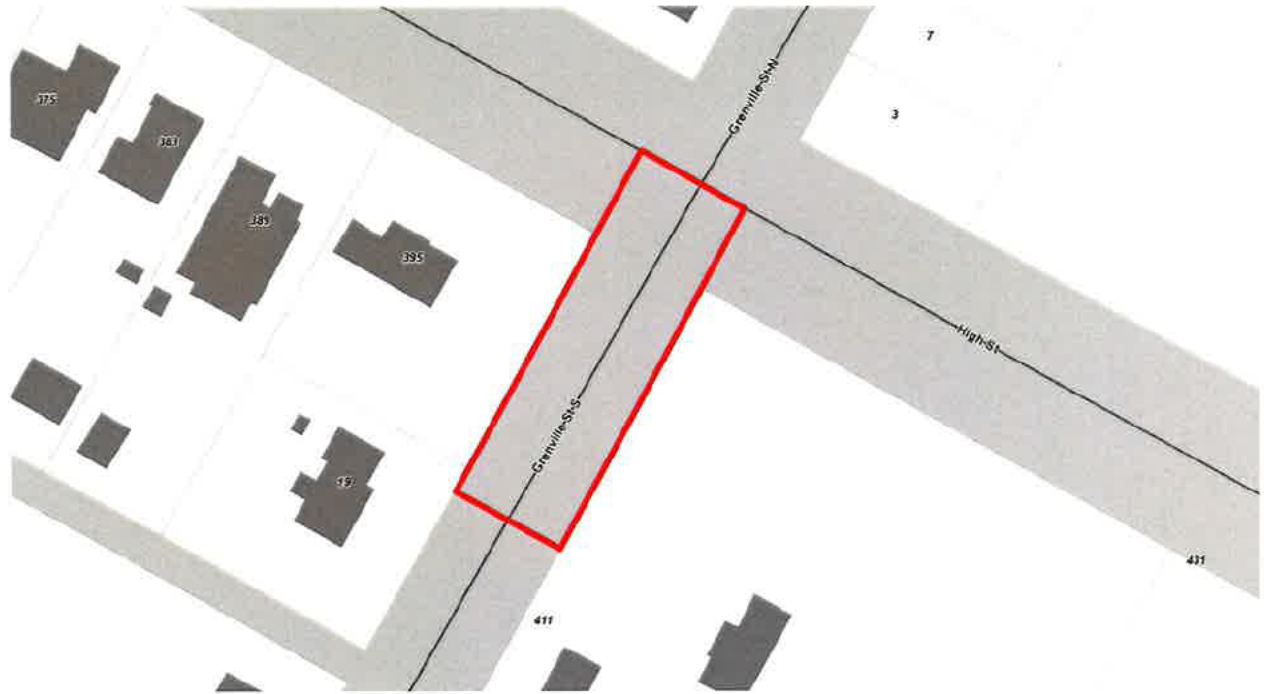
PIN 33259-0019 (LT)

PT LT 24 S/S HIGH ST PL SOUTHAMPTON AS IN R272256; TOWN OF SAUGEEN SHORES

Proposed to be subdivided as shown on PLAN 3R-11011

SCHEDULE "B"

GENERAL EXTENT OF GRENVILLE STREET S UPGRADES & SERVICING



SCHEDULE "C"
BENEFITING LANDS

411048000138800

411048000136701


SCHEDULE "D"

LIST OF APPROVED ENGINEERING DRAWINGS

395 High Street Plan and Profile STA 1+000 to STA 1+110, Drawing No. 06205-C7, Prepared for Buttenaar/Meyers by Cobide Engineering Inc., Stamped & Signed by T.L. Burnside October 6, 2025.

SCHEDULE "E"

ITEMIZED ESTIMATE OF COST OF CONSTRUCTION

Project No. 06205		November 17, 2025			
		395 High Street - Southampton Preliminary Cost Estimate Municipality of Saugeen Shores			
Item	Tender Cost Summary	Total			
1.0	General Construction Items and Removals	\$8,400.00			
2.0	Watermain and Appurtenances	\$5,000.00			
3.0	Sanitary Sewers	\$31,400.00			
4.0	Storm Sewers	\$14,000.00			
5.0	Road Works	\$72,440.00			
6.0	Contingency	\$19,886.00			
Total Preliminary Construction Cost		\$150,926.00			
Item	General Construction Items and Removals	Quantity	Unit	Unit Price	Total
1.01	Materials Testing	100%	LS	\$1,000.00	\$1,000.00
1.02	Full Depth Asphalt Removal	400	m ²	\$5.00	\$2,000.00
1.03	Partial Depth Asphalt Removal	80	m ²	\$50.00	\$4,000.00
1.04	Remove Existing Storm Sewer	13	m	\$50.00	\$650.00
1.05	Remove Existing Ditch Inlet Catch Basin	1	Each	\$750.00	\$750.00
Total Section 1.0					\$8,400.00
Item	Watermain and Appurtenances	Quantity	Unit	Unit Price	Total
2.01	50 mm dia. Water Service	2	Each	\$2,500.00	\$5,000.00
Total Section 2.0					\$5,000.00
Item	Sanitary Sewers	Quantity	Unit	Unit Price	Total
3.01	200 mm dia. Sanitary Sewer	48	m	\$300.00	\$14,400.00
3.02	1200 mm dia. Concrete Manhole	1	Each	\$7,500.00	\$7,500.00
3.03	150 mm dia. PVC Sanitary Service	2	Each	\$3,500.00	\$7,000.00
3.04	Connect Existing Sanitary Structure to Proposed Sewer	1	Each	\$2,500.00	\$2,500.00
Total Section 3.0					\$31,400.00
Item	Storm Sewers	Quantity	Unit	Unit Price	Total
4.01	600x600mm Catchbasin	1	Each	\$3,500.00	\$3,500.00
4.02	1200mm Dia. Catchbasin Manhole	1	Each	\$6,000.00	\$6,000.00
4.03	300mm Dia. HDPE Storm Sewer	10	m	\$250.00	\$2,500.00
4.04	Connect Proposed Storm Sewer to Existing Storm Structure	1	Each	\$2,000.00	\$2,000.00
Total Section 4.0					\$14,000.00
Item	Road Works	Quantity	Unit	Unit Price	Total
5.01	Granular "B" (450 mm Depth)	900	Tonnes	\$21.00	\$18,900.00
5.02	Granular "A" (150 mm Depth)	400	Tonnes	\$24.00	\$9,600.00
5.03	Supply and Install Barrier Curb and Gutter	93	m	\$80.00	\$7,440.00
5.04	1.5m Concrete Sidewalk	80	m ²	\$95.00	\$7,600.00
5.05	Supply and Install Tactile Plates	2	Each	\$350.00	\$700.00
5.06	HL-4 Hot Mix (50mm Base Course)	80	Tonnes	\$180.00	\$12,800.00
5.07	HL-4 Hot Mix (40mm Surface Course)	70	Tonnes	\$170.00	\$11,900.00
5.08	Dust Control	100%	LS	\$1,000.00	\$1,000.00
5.09	Supply and Install Topsoil and Sod	100	m ²	\$25.00	\$2,500.00
Total Section 5.0					\$72,440.00
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.					