



***VILLAGE DE
MEMRAMCOOK***

***PROCÉDURES, NORMES ET LIGNES
DIRECTRICES DE LOTISSEMENT***

***SUBDIVISION DEVELOPMENT
PROCEDURES, STANDARDS AND
GUIDELINES***

***JUNE / JUIN
2013***

FOREWORD AND DISCLAIMER

This document provides information regarding the procedures, standards and requirements that must be met for Subdivision Development in the Village de Memramcook primarily for residential housing projects.

The development of land for commercial or major projects is normally dealt with on an individual basis. Although engineering design standards are the same, street layout, infrastructure, cost sharing incentives and other details may be the subject of negotiations.

Throughout the document, reference is made to various Manuals, Acts and By-laws. The latest edition of these publications, in use at the time an application is submitted for subdivision approval, shall be referred to. They include:

- Village de Memramcook Standard Municipal Specifications
- Village de Memramcook By-law #27 (A by-law relating to the rural plan of the Village de Memramcook)
- Village de Memramcook By-law # 28 (A by-law relating to the subdivision of lands in the Village de Memramcook)
- Village de Memramcook By-law #29 (A by-law relating to buildings in the Village de Memramcook)
- New Brunswick Community Planning Act
- Transportation Association of Canada – Geometric Design Guide for Canadian Roads
- Canada Post – Postal Delivery Standards Manual

No warranty, expressed or implied, is made on the accuracy or completeness of the contents of this document or the extraction from reference to publications; nor shall the fact of distribution constitute responsibility by the Village de Memramcook for omissions, errors or possible misrepresentations that may result from use or interpretation of the material herein contained.

This document is subject to change without notice.

It is the responsibility of the user to insure they have the latest version by calling 758-4078 or viewing the Village de Memramcook's web site at www.memramcook.com

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DEFINITIONS

ACT means the community Planning Act, R.S.N.B. 1973, c.C-12.

ACTIVE TRANSPORTATION means any human powered or environmentally friendly mode of travel.

APPLICANT means a person or corporation who makes application for Subdivision Plan Approval.

APPROVAL means the approval of the Development Officer and the Village. Their decision will be final and binding in matters of subdivision layout, design and construction of municipal infrastructure, designation of Land for Public Purposes and legal matters.

CHARGE AREA is the infrastructure Service Area within which the Village has provided infrastructure (e.g. sewer trunk, watermain trunk, arterial road structure, etc.) and is requiring the Developer to participate / cost share therein.

COMMISSION means the Beaubassin Planning Commission or substitute appointed pursuant to Order in Council.

CONSULTANT / ENGINEER means a Professional Engineer or firm licensed to practice in the Province of New Brunswick.

COUNCIL means the Council of the Village de Memramcook.

DEVELOPER means the Owner of the area of land proposed for development, or the designated representative, seeking to obtain the approval of a Subdivision Plan, or the person who enters into a Subdivision Agreement with the Village.

DEVELOPMENT OFFICER means the District Planning Director or the District Planning Officer appointed under subsection 7(3) of the Community Planning Act, 1973.

DRAINAGE AREA means:

- The area tributary to a single drainage basin, expressed in units of area. The drainage area may also be referred to as the catchment area, sub-catchment area, watershed, sub-watershed, drainage basin, or drainage sub-basin.
- The area served by a drainage system receiving storm sewer discharge and surface water runoff.
- The area tributary to a watercourse.

DRAINAGE MASTER PLAN means the compilation of data and mapping that delineates watersheds, indicates roots of the major and minor drainage systems, defines flood plains, indicates constraints associated with water quality and quantity, indicates erosion and bank stability problems, and indicates specific flood control and environmental objectives in the watershed.

EASEMENT means an interest in land owned by another that entitles its holder to a specific limited use or enjoyment.

ENGINEERING DEPARTMENT means the Department of Public Works and Engineering of the Village de Memramcook.

FEES mean the various fees outlined in the Memramcook Subdivision By-law #28 payable to the Beaubassin Planning Commission upon submission of a Tentative Subdivision Plan application.

FRONTAGE means the linear distance of property measured along the street line.

LAND FOR PUBLIC PURPOSES means land other than streets for the recreational or other use for the enjoyment of the general public, as defined in the Community Planning Act.

LOT means a building lot.

MULTIPURPOSE TRAILS means an allowance of property designated exclusively for pedestrians and cyclists and shall include nature trails and paths. Surface could be gravel or asphalt.

MUNICIPAL SERVICE EASEMENTS means easements required for municipal purposes (water, sewer lines, drainage), as referred to in Section 4 of Regulation 84-217 of the Community Planning Act, R.S.N.B. 1973, c.C-12.

OWNER means the Owner of the area of land proposed for development. – See Developer

PUBLIC UTILITY EASEMENTS means easements required for electrical power and telephone / telecommunications lines.

RECORD DRAWINGS means the stamped Engineering drawings prepared following completion of construction that shows, insofar as possible, the true co-ordinate location and pertinent information regarding all infrastructure constructed or installed.

MUNICIPAL FACILITIES DEPARTMENT means council or the person appointed by Council responsible for the approval and acceptance of Land for Public Purposes and related matters.

RIGHT-OF-WAY (R.O.W.) means an allowance of property for the installation and construction of infrastructure such as sewers, watermains, underground utilities, streets, roads, curbs, ditches, drainage systems, poles, municipal signage, sidewalks, etc.

ROAD means the area within a right-of-way constructed for the purpose of providing a riding surface for vehicular and bicycle traffic. It may be bounded by concrete curb and gutter or drainage ditches.

STREET- see Road

STREET LINE means the line delineating the boundary between the right-of-way and a parcel of land.

SUBDIVISION AGREEMENT means the contract entered into between the Village and the Developer that specifies all details pertaining to the construction of the subdivision including the work, warranties, maintenance, schedule, final approval and acceptance.

SUBDIVISION GRADING AND DRAINAGE PLAN means the plan showing the overall grading and drainage scheme for the proposed subdivision and the individual lot grading requirements as per Drawing No. S/D 3. This plan will be attached to the registered Drainage Agreement as a Schedule.

SUBDIVISION PLAN means a plan that shows the division of any area of land into two or more parcels, including a re-subdivision or a consolidation of two or more parcels.

TENTATIVE SUBDIVISION PLAN means a Plan submitted to the Development Officer in accordance with Section 49(2) of the Community Planning Act, 1973.

VILLAGE means the Village de Memramcook

VILLAGE MANAGER means the Chief Administrative Officer or substitute appointed by Memramcook Village Council or the designated representative.

SECTION 1

SUBDIVISION PLAN APPROVAL

Section 1 pertains to the subdivision approval process for the creation of a new Subdivision that involves the dedication of public right-of-ways, Land for Public Purposes and /or utility easements.



SUBDIVISION DEVELOPMENT for Municipal Services
Village de Memramcook Public Works and Engineering Department
Procedures, Standards and Guidelines

1. SUBDIVISION PLAN APPROVAL

1.1. TENTATIVE PLAN SUBMISSION & REQUIREMENTS

- 1.1.1. Prior to submitting a "Tentative Plan", the Applicant and/or the Consultant / Engineer shall:
- Read and become familiar with all requirements as outlined in these guidelines.
 - Meet with the Development Officer to obtain information and discuss the preliminary concept, procedures and requirements of the various Village By-laws and rural Plan.
 - Meet with Village staff to obtain information and discuss the preliminary concept in order to determine the requirements for connecting to extending or constructing infrastructure such as sewers, watermains, roads, etc.
 - Meet with Village staff to obtain information and discuss the preliminary concept in order to determine the requirements for Land for Public Purposes, linear trail systems, etc. or alternative options such as cash-in-lieu.
 - Review the **Environmental Issues Checklist** (Appendix "B") to identify potential implications.
- 1.1.2. The approval process begins with the submission of a "Tentative Plan" to the Development Officer including a completed Application Form, Appendix "A" and the applicable **processing fees**.
- 1.1.3. A Tentative Subdivision Plan shall be submitted in accordance with Section 49(2) of the Community Planning Act, 1973 and shall be marked "Tentative Plan". Subject to Paragraph 44(1)(C) of the Act, the Tentative Plan shall show:
- 1.1.3.1. The proposed name of the proposed subdivision.
- 1.1.3.2. The boundaries of that part of the plan sought to be approved marked by a black line of greater weight than all other lines on the diagram of the plan.
- 1.1.3.3. The location, widths and names of existing streets on which the proposed subdivision abuts, and the locations, widths and proposed names of the streets therein.
- 1.1.3.4. The approximate dimensions and layouts of the proposed lots, blocks, Land for Public Purposes and other parcels of lands, and the purposes for which they are to be used.



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- 1.1.3.5. The nature, location and dimensions of any existing restrictive covenant, easement or right-of-way affecting the land proposed to be subdivided, and of any easements intended to be granted within the proposed subdivision.
- 1.1.3.6. Natural and artificial features such as buildings, railways, highways, watercourses, drainage ditches, swamps and wooded areas within or adjacent to the land proposed to be subdivided.
- 1.1.3.7. Such contours and elevations as may be necessary to determine the grade of the street and the drainage of the land.
- 1.1.3.8. The approximate location of all municipal services including sewer, watermain and roads that are adjacent to the land proposed to be subdivided.
- 1.1.3.9. Where necessary to locate the proposed subdivision in relation to existing streets and prominent natural features, a small key plan acceptable to the Development Officer showing such locations.
- 1.1.3.10. Any further information required by the Development Officer to assure compliance with the Subdivision By-law.

1.2. FEES (As per Section 11 of the Memramcook Subdivision By-law #28)

- 1.2.1. A person proposing to subdivide land shall, at the time of submission of the Tentative Subdivision Plan, pay:
 - 1.2.1.1. A Subdivision Application and Processing Fee of \$250.00 for a Type 1 subdivision and \$500.00 for a Type 2 subdivision.
 - 1.2.1.2. A lot fee of \$25.00 for each parcel or lot created by the subdivision.

1.3. TENTATIVE APPROVAL

- 1.3.1. The Development Officer may ask for additional information, but shall, within 6 weeks after receipt of all information requested either;
 - 1.3.1.1. Approve the Tentative Subdivision Plan subject to such terms and conditions as is considered necessary to assure compliance with the Subdivision By-law #28, or
 - 1.3.1.2. Reject the Tentative Subdivision Plan by notice in writing to the Applicant stating the features of the plan objected to and/or the reasons for rejection.
- 1.3.2. Approval of the Tentative Subdivision Plan is granted by the Development Officer only after the following steps have been completed.



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- 1.3.2.1. A review has been completed by all affected Municipal, Provincial and Federal Departments as may be required and that any and all issues identified have been, or are being, addressed to the satisfaction of the various parties.
- 1.3.2.2. The Beaubassin Planning Commission has recommended approval of the Tentative Subdivision Plan and/or
- 1.3.2.3. Village de Memramcook Council has granted approval to the Tentative Subdivision Plan and has assented to the location of the proposed streets and/or Land for Public Purposes.
- 1.3.3. Approval of a Tentative Subdivision Plan granted by the Development Officer, is null and void at the expiration of one (1) year from the day such approval was given and will require revalidation. Refer to Section 1.9 – Final Subdivision Plan Endorsement.

1.4. GENERAL REQUIREMENTS

1.4.1. LOT AND BLOCK SIZE

The following points are copied from the Subdivision By-law # 28 .

- 1.4.1.1. Every lot, block and other parcel of land in a subdivision shall abut;
 - A street owned by the Village de Memramcook; or
 - Where the use or intended use is for municipal or public utility purposes or to accommodate existing conditions, such other access as may be approved by the Commission.
- 1.4.1.2. Every block shall be a minimum of 120 meters long and no more than 240 meters long and designed with a depth or width that will allow two tiers of lots.
- 1.4.1.3. The provisions for minimum lot sizes shall be as provided for in the Village de Memramcook Rural Plan (By-law 27).

1.4.2. STREET NAMES

- 1.4.2.1. Proposed street names shall submitted to the Village de Memramcook Council for approval and shall be shown on the Tentative Subdivision Plan.
- 1.4.2.2. Street names shall not duplicate or be similar in pronunciation to any existing or valid tentative street name within the Village de Memramcook.
- 1.4.2.3. The final authority for the naming of streets rests with Village de Memramcook Council.



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1.5. SUBDIVISION AGREEMENT

- 1.5.1. Pursuant to Section 10 of the Village de Memramcook Subdivision By-law #28, an Applicant proposing a subdivision that involves the construction of public streets, installation of municipal infrastructure and/or development of land for Public Purposes, is required to enter into a Subdivision Agreement with the Village Council.
- 1.5.2. The Subdivision Agreement shall include but not necessarily be limited to the following items:
- Responsibilities of the Developer
 - Obligations during the construction period
 - Estimates for cost sharing if applicable
 - Estimated contribution for "Charge Area" funding if applicable
 - Construction schedule
 - Maintenance period
 - Certificates of Acceptance
 - Securities
 - Schedules
 - Other items that may be negotiated between the Village and the Developer
- 1.5.3. The Developer shall provide the Consultant a copy of the signed Subdivision Agreement in order to insure the Consultant is fully aware of items, details and schedules for the installation of all infrastructures.
- 1.5.4. A sample Subdivision Agreement is provided as Appendix "C" of this document.

1.6. DRAINAGE AGREEMENT

(This section is reserved for future use.)

1.7. LAND FOR PUBLIC PURPOSES

- 1.7.1. As a condition of approval of a subdivision plan, land in the amount of 8 percent (8%) of the area in the proposed subdivision exclusive of public streets, at such location as assented to by Council, is to be set aside as Land for Public Purposes and so indicated on the Subdivision Plan.
- 1.7.2. Council may require, in lieu of the eight percent (8%) requirement, a sum of money to be paid to the Municipality in the amount of six percent (6%) of the market value of the land in the subdivision at the time of submission for approval.
- 1.7.3. Market value for calculation of cash-in-lieu of land for Public Purposes will be determined by the Village de Memramcook. If an independent appraisal is requested by the Developer to determine the land value upon which the cash-in-lieu of land fees is based, all costs shall be paid by the Developer.



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- 1.7.4. With the consent of Owner and the Village, Land for Public Purposes dedication may be made in an area of the Village other than the area proposed to be subdivided.
- 1.7.5. The Developer or the Village may consider a combination of part land and part cash-in-lieu, provided the aggregate value shall not be less than that provided in Sections 7(1) and 7(2) of Subdivision By-law # 28 and Paragraphs 1.7.6 to 1.7.8 inclusive are copied from that By-law.
- 1.7.6. All Land for Public Purposes fronting on a public street shall have a minimum frontage of 25 meters and shall be of sufficient length to accommodate the intended use of the proposed Land for Public Purposes.
- 1.7.7. Notwithstanding Subsection (4) of the Subdivision By-Law Z-3, where the intended use of Land for Public Purposes is a multipurpose trail such land shall have a minimum width of 12 meters, except where existing conditions do not permit.
- 1.7.8. Where Land for Public Purposes is substandard the Developer shall, where required to accommodate the designated use of the said lands, grade and level the said land and install all necessary drainage systems, and other municipal infrastructure including connection to mains, all of which shall be in accordance with the *Village de Memramcook Standard Municipal Specifications*, dated June 2012 and any amendments thereto and the Village de Memramcook's Subdivision Procedures, Standards and Guidelines and shall form part of the Subdivision Agreement.

1.8. SUBDIVISION PLAN APPROVAL

- 1.8.1. An application for final approval of a subdivision plan shall be submitted to the Development Officer within one (1) year from the date of the approval of the Tentative Subdivision Plan. Failure to do so will render the original Tentative Subdivision Plan null and void and will therefore require revalidation. This is pursuant to Section 50 of the Community Planning Act, 1973.
- 1.8.2. The Applicant may submit to the Development Officer a request for approval of a subdivision plan of all or any part of the land comprised in the approved tentative subdivision plan.
- 1.8.3. The Applicant shall submit to the Development Officer four (4) paper copies marked Final Subdivision Plan for review and approval.
- 1.8.4. The Subdivision Plan shall be in accordance with the approved Tentative Subdivision Plan and comply with requirements set out in Section 52(3) of the Community Planning Act, 1973.
- 1.8.5. The Subdivision Plan submitted for approval and subsequent registration shall not contain any substantial changes from the previously approved Tentative Plan such as increasing or decreasing the area outlined by the heavy black line, the area of streets, future streets or Land for Public Purposes, the size or number of lots or parcels being created or any significant feature, element or intent of the Tentative Plan.



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1.9. FINAL SUBDIVISION PLAN ENDORSEMENT

The final endorsement of the Subdivision Plan by the Development Officer shall not be given until the following steps have been completed.

- The Development Officer has approved the Subdivision Plan.
- The Owner has signed the Subdivision Plan.
- The Subdivision Agreements has been executed between the Applicants and the Village.
- The Utility Companies (i.e. NBPower, Aliant) have reviewed and signed the subdivision plan
- The Village's Engineering Department has approved the Subdivision Plan.
- The Village Clerk has assented to the Subdivision Plan.
- The Village's Engineering Department is in receipt of satisfactory proof of insurance.

SECTION 2

SUBDIVISION CONSTRUCTION STANDARDS & GUIDELINES

**Section 2 pertains to the construction process from design to final approval of
All municipal infrastructure**



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2. SUBDIVISION CONSTRUCTION – STANDARDS & GUIDELINES

2.1 SUBMISSION OF ENGINEERING DRAWINGS, CALCULATIONS AND ENVIRONMENTAL ISSUES CHECKLIST

- 2.1.1. The Applicant shall engage the services of a Consultant / Engineer acceptable to the Village, whenever the proposed subdivision requires the construction of municipal infrastructure such as sewers, water mains, roads, etc.
- 2.1.2. The Consultant / Engineer shall carry out all designs, calculations, construction supervision and inspection in accordance with accepted engineering practice and in compliance with regulations, procedures, by-laws, specifications and requirements of the various regulating authorities and agencies, etc. The latest edition of the Village de Memramcook Standard Municipal Specifications shall be met or exceeded.
- 2.1.3. The Developer and/or the Consultant/Engineer shall negotiate with NB Power to arrange for electrical servicing of the subdivision. A plan showing the location of all utility poles is to be submitted to the Village for approval if front lot servicing is being utilized.
- 2.1.4. The Consultant/Engineer shall submit to the Village two (2) sets of engineering detail drawings and Subdivision Grading and Drainage Plans and one (1) design brief showing all calculations for storm and sanitary sewer systems, water distribution system, street grades, underground electrical, utility poles, community mailboxes and all other pertinent information including construction drawings as required for infrastructure of any nature within the R.O.W.

Included within this submission will be digital copies of the Subdivision Grading and Drainage Plan and Construction Drawings in PDF and AutoCad Nad83 format that is currently supported by the Village Engineering Department.

- 2.1.5. The Consultant/Engineer shall submit one signed copy of the "Environmental Issues Checklist" – Appendix "B".
- 2.1.6. The Consultant/Engineer will be advised by the Village of any additional information or changes that may be required and/or of any engineering problems anticipated with the proposed subdivision. All required changes shall be made and resubmitted for final review.



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2.2. COMMENCEMENT OF CONSTRUCTION

The Developer may commence construction of streets and infrastructure in a proposed subdivision only after the following steps have been completed.

2.2.1. The Consultant/Engineer confirms in writing an agreement is in place, with the Developer, whereby the Consultant/Engineer will provide full-time on-site layout and construction supervision including testing where required and final record drawings of all infrastructure constructed and/or installed.

Notification of any changes to this agreement must be sent to the Village.

- 2.2.2. The Tentative Subdivision Plan has been approved by the Development Officer.
- 2.2.3. Engineering Construction drawings, details, construction cost estimates and design briefs have been approved by the Village.
- 2.2.4. Details concerning Land for Public Purposes, linear trails, parks, Public open spaces or cash-in-lieu, etc., have been approved by Village Council.
- 2.2.5. The Subdivision Agreement has been executed between the Developer and the Village.
- 2.2.6. *(This section is reserved for future use.)*
- 2.2.7. Applicable insurances have been submitted and approved by the Village and its Legal Department.
- 2.2.8. Security amounts have been received by the Village from the Developer.
- 2.2.9. Required permits, licenses, Certificates of Approval, etc. have been issued by the various Municipal, Provincial and Federal Departments or Agencies for all work to be undertaken in the construction of the Proposed Subdivision.
- 2.2.10. Environmental concerns and issues have been addressed to the satisfaction of all Provincial and Federal Regulatory Agencies as well as the Community Services, Engineering and Legal Department.
- 2.2.11. A pre-construction meeting has been held involving staff from the Village, the Consultant and the Developer to discuss all pertinent details of construction, scheduling and overall work plan. The Developer must submit a written work schedule at the pre-construction meeting. A second meeting will be held prior to chipseal placement the following year.



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2.3. STREETS (Refer to section 5 in the Subdivision By-law # 28)

2.3.1. DESIGN CRITERIA

- 2.3.1.1. Streets are to be designed with due regard to topography, existing natural drainage, wetlands, environmentally sensitive areas, public safety, convenience, traffic requirements, public transit, active transportation systems, proposed land use, existing streets in or adjoining the proposed subdivision, the development of adjacent properties, and in conformance with the requirements of Section 5 of the Village de Memramcook Subdivision Bylaw – latest revision.
- 2.3.1.2. Streets are to be designed to meet the requirements of the Transportation Association of Canada (TAC) Geometric Design Guide for Canadian Roads – latest edition, unless otherwise specified.
- 2.3.1.3. The street system must be integrated with the existing street network such that there are at least two access points to each street, with the exception of a Cul-de-Sac, if permitted.

2.3.2. STREET CLASSIFICATIONS

(This section is reserved for future use.)

2.3.3. CUL-DE-SAC

- 2.3.3.1. Cul-de-sacs will be permitted to a limited extent in any subdivision or when topography and land dimensions provide no other option of design or at the discretion of the Village.
- 2.3.3.2. The right-of-way radius of a temporary turn-around or permanent Cul-de-Sac shall be 18 metres and 23 metres. (Shown on Drawing No. S/D 2.)
- 2.3.3.3. The maximum allowable length for any Cul-de-Sac shall be 365 metres measured from the street line of the abutting street to the back street line of the Cul-de-Sac.
- 2.3.3.4. Islands within Cul-de-Sacs will be constructed and landscaped in accordance with Village requirements.
- 2.3.3.5. Watermains servicing Cul-de-Sacs must be sized to meet domestic use water turnover and fire flow coverage requirements. Watermain servicing cul-de-sacs shall be looped to existing or proposed watermain system, such to eliminate any dead end watermains.



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2.3.4. STUB STREETS

In the case of phased development, all stub streets for future developments are to be constructed in their entirety including underground infrastructure, ditching or curb and gutter, chipseal or asphalt, street lighting and sidewalks (if required). This construction shall extend the roadway to the back lot line of corner lots on stub streets. This requirement may be waived if planning and/or engineering reasons warrant.

2.3.5. RESERVED STRIPS

Reserved strips abutting on a street are prohibited except where such strips are vested in the Village.

2.3.6. STREET DESIGN ELEMENTS

2.3.6.1. HORIZONTAL AND VERTICAL ALIGNMENTS

Horizontal and vertical alignments of all streets shall conform to the standards as set out in the Transportation Association of Canada (TAC) Geometric Design Guides for Canadian Roads, unless otherwise specified (in this document) or agreed to by the Village.

2.3.6.2. SIGHT DISTANCE

Roadways and driveway access locations must meet the minimum requirements of the TAC Geometric Design Guide, unless otherwise specified.

2.3.6.3. DESIGN CALCULATIONS

Design calculations for all roadways shall include horizontal and vertical alignments and profiles including cross sections. Sub-soil investigation reports are to be included where conditions warrant.

2.3.6.4. CONSTRUCTION

The construction of all roadway elements shall conform to the details and requirements contained in the *Village de Memramcook Standard Municipal Specifications*.

2.3.7. STREET INTERSECTIONS

2.3.7.1. Street intersections must be constructed in compliance with TAC Geometric Design Guide requirements and the New Brunswick Department of Transportation guidelines, unless otherwise specified.

2.3.7.2. Where proposed streets intersect at angles other than 90 degrees, a 40-meter straight section of the intersecting street shall be constructed perpendicular (90 degrees) to establish the differing intersecting angle away from the intersection. The 40-meter



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minimum straight section shall be measured along the centerline of the intersecting street beginning at the edge of the intersecting right-of-way.

2.3.7.3. Intersections of more than two streets shall not be permitted.

2.3.7.4. The minimum centerline distance between intersections on the same side of the street shall be 75m for municipal streets.

The minimum centerline distance between adjacent opposite intersections shall be 45m for municipal streets.

Where streets intersect with regional or provincial streets, additional right-of-way width of the intersecting street may be required for turning lanes. This requirement will be determined at the Tentative Subdivision Plan approval stage, in accordance with TAC Standards and Village Engineering design review.

2.3.8. DRIVEWAY ACCESS LOCATIONS

Driveway access locations and widths shall be in compliance with Village standards. The construction of driveway access openings in barrier type curb and the location of driveways where mountable curb has been installed are subject to the approval of the Village Engineering Department. Application for driveway openings must be made in writing to the Village Engineering Department. Cost for the creation of a driveway opening in barrier curb, the removal of existing curb or the installation of curb where necessary shall be paid by the Developer or Applicant.

(Typical driveway locations and dimensions are shown on Drawing No. S/D 4.)

2.3.9. STREET NAME AND TRAFFIC SIGNS

The Village de Memramcook is responsible for the cost, installation and maintenance of all street name and traffic signs. All signs (including stop signs) will be installed prior to the Provisional Acceptance inspection date.

2.4. MUNICIPAL INFRASTRUCTURE

2.4.1. GENERAL

Subdivisions shall be fully serviced with sanitary sewers and water mains (if within serviceable boundaries), roadways, including ditching or curb & gutter and chipseal or asphalt, street lighting and sidewalks (if required). **Where municipal water and sewers are required or are existing, each lot shall be individually serviced with a separate water and sewer laterals connected to the mains.**

Construction methods and materials shall be in strict conformance with the *Village de Memramcook Standard Municipal Specifications* and must receive prior approval by the Village Engineering Department before any construction takes place.



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2.4.2. DESIGN

Designs shall respect all provincial or Federal requirements. All design notes and calculations must be submitted to the Engineering Department along with Engineering plans or other detailed drawings required for the approval process.

2.4.3. ACTIVE TRANSPORTATION

Active Transportation shall form part of the overall design concept of a subdivision layout.

The requirement for Active Transportation facilities and sidewalks will be determined during the Tentative Subdivision Plan review process. Linkages to linear trails abutting the property to be subdivided and continuity of these trails throughout the subdivision are also required in accordance with Active Transportation.

2.4.4. COST SHARING – RESIDENTIAL SUBDIVISION DEVELOPMENT

Calculations of construction cost for the purpose of sharing shall be derived from the actual unit prices contained in the contract between the Developer and Contractor. Where actual contract prices are unavailable for work covered under a Development Agreement and where such work may be eligible for cost sharing, the Village de Memramcook will accept the average unit bid prices for similar items submitted for recent contracts tendered under the Village's Capital Works Program. Submission of calculations for cost sharing purposes shall be done by the Consultant / Engineer.

2.4.4.1. OVERSIZED PIPING

Developers are required to pay 100% of the cost of all infrastructure, with the following exceptions:

- water mains larger than 150 mm in diameter;
- sanitary sewers larger than 300 mm in diameter;

Cost sharing for oversized piping shall only apply where it can be shown that the need for the size increase is to provide service to adjoining lands not owned by the Development under consideration.

Cost sharing for oversized piping will be for material costs only, including granular bedding material attributable to the requirement due to oversized piping. Supporting evidence must be submitted by the Consultant / Engineer indicating clearly the differential cost increase for the pipe oversizing. The claim must be supported by the consulting engineer on behalf of the Developer. Engineering costs are not to be included in the claim for oversized piping.



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If at some time in the future, the Developer who has received cost-shared funding from the Village de Memramcook purchases all or part of the adjoining lands for which the cost sharing applied, they will be required to reimburse the Village their funding contribution in proportion to the amount of land acquired.

2.4.4.2 OVERSIZED ROADWAYS

Cost sharing for roadways wider than the standard width may be considered by the Village for material costs only, including extra excavation, granular sub-base and chipseal/asphalt. Supporting evidence must be submitted with each claim, indicating clearly the differential cost for the construction of the increased road width. The claim must be supported by the Consultant / Engineer on behalf of the Developer. Engineering costs are not to be included in the claim for oversized roadways.

2.4.4.3. CHARGE AREA

In accordance with the implementation of policy, the Developer will reimburse the Village for municipal funding allocated in connection with major municipal infrastructure / services that are required for orderly development of lands within the designated Village Charge Areas and for which the Developer derives a benefit. Developer infrastructure cost repayment within the Charge Area will be calculated on a "per area basis" or similar method appropriate to the type of infrastructure for which the Village is being reimbursed.

2.4.4.4. FUTURE COST RECOVERY

Cost recovery applies when lands being subdivided have the benefit of facilities previously installed by a previous Developer (example streets and services) and such facilities have been paid for by previous Developer / Owner or Municipality.

The following is a copy of Section 45 of the community Planning Act, 1973.

Section 45(1) subject to Subsection (4), where a Subdivision By-law contains a provision under Paragraph 42(3)(i) and land affected thereby is proposed for a subdivision, if such land has the benefit of facilities mentioned in that paragraph which were installed after the coming into force of this Act and paid for by, or are the financial responsibility of, the municipality or a person other than a present or previous Owner or Tenant of such land, the Development Officer shall not approve the plan unless the person proposing the subdivision pays or agrees to pay to the municipality an amount equal to the share of such cost required to be paid by him under such provision.

Section 45(2) Money received by a municipality in respect of a cost required to be paid under Subsection (1) shall be paid:

- a) Where the municipality bears the cost,



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- (i) Into a special account to be applied against the cost, or
- (ii) Into the general revenue account, if cost has been completely met; or

- b) Where a person other than the municipality bears the cost, to that person or anyone lawfully claiming under him.

Section 45(3) Money owing to a municipality under an agreement pursuant to Subsection (1) constitutes a debt due to the municipality and may be recovered in an action in any court of competent jurisdiction.

Section 45(4) Subsection (1) does not apply where the cost of facilities mentioned therein has been met under a Local Improvement By-law.

Section 45(5) With respect to facilities mentioned in Subsection (1), the initial cost is deemed to include the actual cost of providing such facilities and of any engineering and surveying costs in connection therewith. **1972, c.7, s.45.**

2.4.5. MUNICIPAL SERVICES EASEMENTS

Municipal Services Easements, where required, shall be provided by the Developer and shall be indicated on the Tentative Subdivision Plan. Minimum width of sewer and water easements are six (6) meters. Additional widths may be required for deep cuts or other special circumstances.

2.4.6. CURB AND GUTTER

Curb and gutter shall be constructed as per the *Village de Memramcook Standard Municipal Specifications*.

2.4.7. SIDEWALKS AND ASPHALT MULTIPURPOSE TRAILS

The requirement for sidewalks and asphalt multipurpose trails will be determined during the Tentative Subdivision Plan review process.

2.4.7.1. Cost of installation of sidewalks and asphalt multipurpose trails shall be borne by the Developer.

2.4.7.2. Sidewalks and asphalt multipurpose trails shall be installed concurrent with the curb and gutters.

2.4.7.3. Sidewalks and asphalt multipurpose trails shall be constructed in compliance with the *Village de Memramcook Standard Municipal Specifications*.

2.4.7.4. All proposed sidewalks and asphalt multipurpose trails shall be shown on the Subdivision Grading and Drainage Plan as depicted on Drawing No. S/D 3.



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2.4.8. LANDSCAPING

Landscaping shall be installed as per the *Village de Memramcook Standard Municipal Specifications* on all streets and shall include the entire area between the back of curb and property line regardless of whether sidewalk is installed. This directive may not be required at the discretion of the Village.

The landscaping, consisting of topsoil, hydro-seeding or sodding shall be placed at the normal time of sidewalk installation, for those streets where sidewalk is not being installed on either side.

For streets receiving sidewalk on one side only or both sides, the landscaping will be done on both sides of the street immediately following sidewalk installation.

2.4.9. MULTIPURPOSE TRAILS (ASPHALT OR GRAVEL)

2.4.9.1. The right-of-way width for multipurpose trails, where required, shall be a minimum of twelve (12)metres.

2.4.9.2. The walking surface shall have a clear travel width of three (3) metres minimum and shall be landscaped in accordance with the requirements of the Municipal Facilities Department. Provisions are to be determined prior to submission of Engineering detailed drawings.

Multipurpose trails may be considered part of the Land for Public Purposes dedication. Multipurpose trails shall provide connectivity with the Village's linear trails system where required and shall be determined during the tentative subdivision plan approval stage.

2.4.9.3. Lighting for multipurpose trails may be required. This will be determined during the Tentative Subdivision Plan review stage.

2.4.9.4. Multipurpose trails may be required at the end of cul-de-sacs to allow for shorter walking distances to parks and/or other focal points in or near the proposed subdivision, or connection to the Village's linear trail system.

This may necessitate the installation of sidewalk or a multipurpose trail on one side of the cul-de-sac despite what is indicated in the typical street cross-section drawing.

2.4.10. STREET LIGHTING

2.4.10.1. Subdivisions shall be serviced with streetlights, the determination of which will be done at the Tentative Subdivision Plan review stage. Pole locations are shown on the Typical Road Cross Section drawing (S/D 1). Street lighting may be provided through one of the following means:



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- 2.4.10.1.1. If the subdivision is to be serviced with underground electrical power or power from the rear of the lots, **street lighting will be mounted on concrete or decorative poles** installed as per the street classification drawings. The Developer will be responsible for the installation of underground wiring, ducts, incidentals, etc. in accordance with the Canadian Electrical Code (latest revision) and NB Electric Power Commission specifications and subject to their approval.

Electrical infrastructure must be designed by a Professional Electrical Engineer licensed to practice in the Province of New Brunswick. The installation of the underground electrical infrastructure shall be carried out by an electrician licensed to practice in the Province of New Brunswick.

- 2.4.10.1.2. If the Developer wishes to install **decorative type street lighting** and poles, all designs, materials, work, equipment, methods, locations, etc., must be approved by both the Village de Memramcook and the New Brunswick Electric Power Commission prior to installation.

- The design of decorative street lighting must be carried out by a Professional Electrical Engineer licensed to practice in the Province of New Brunswick.
- Electrical work associated with the decorative street lighting system including the installation of the underground conduit shall be carried out by an electrician licensed to practice in the Province of New Brunswick.
- Costs associated with decorative lighting are the responsibility of the Developer.
- A minimum of one (1) set of extra decorative street lighting pole and fixture and one (1) extra set for every 12 poles placed shall be supplied to the Village by the Developer for spare parts.
- The Village will only accept decorative lighting that meets the requirements and approval of the Village's Public Works and Engineering Department.

- 2.4.10.1.3. Where electrical services to a subdivision are provided utilizing front lot wiring installed on **wooden poles**, these poles **will also be used for street lighting** purposes. The Village Engineering Department in conjunction with the New Brunswick Electric Power Commission will approve the location and wattage of the street lighting prior to installation. It will be the responsibility of the Developer to forward a request to the Village Engineering Department for the installation of streetlights on the wooden poles at the time of the submission of construction plans for approval.



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Following installation and approvals, the Village de Memramcook will pay the annual rental fee for the streetlights.

- 2.4.10.1.4. It is the responsibility of the Developer to ensure the provision and installation of the electrical connection between the underground street light wiring and the back lot service line. This may require a Public Utility Easement to accommodate.
- 2.4.10.1.5. Following issuance of the Certificate of Provisional Acceptance that includes the electrical infrastructure work, the Village Engineering Department shall request and authorize the installation of concrete poles with street lights or street lights on wooden poles, following which the Village will pay rent on an annual basis.
- 2.4.10.1.6. Street lighting designs and layouts shall be approved by the Engineering Department in conjunction with N.B.E.P.C. Refer to the typical road cross-section drawings for the placement of street light poles within the road right-of-way.
- 2.4.10.1.7. Electrical infrastructure including underground wiring and poles (concrete or decorative) shall be shown on the final record drawings and two (2) complete record drawing sets shall be submitted to the Village de Memramcook.

2.5. PUBLIC UTILITY SERVICES

- 2.5.1. The primary lines servicing a subdivision may be on the front or back of lots as determined by the Developer in consultation with the various utilities involved. This shall be done during the Tentative Subdivision Plan review stage.
- 2.5.2. Each lot in a subdivision is to be separately serviced with electrical power, phone and cable.
- 2.5.3. Encroachment across adjacent lots is only permitted if no other option is available.
- 2.5.4. Widths of public utility easements where required are to be determined by the utility organization and shown on the final subdivision plan.
- 2.5.5. All utility or street light poles are to be installed at the roadway property line and, where possible, at the adjacent subdivided lot line, and as per the street classification drawings.

2.6. POSTAL DELIVERY – COMMUNITY MAILBOXES

- 2.6.1. Central mail delivery is now part of all new residential and commercial developments in Canada. Planning for postal service must be done during the Tentative Subdivision Plan review process.



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- 2.6.2. The Postal Delivery Standards Manual developed by Canada Post provides information and guidelines on the various service options. The Atlantic Region Mail Delivery Planner will assist in selecting the appropriate option and provide complete plans and specifications for construction. All costs associated with the installation of community mailboxes is the responsibility of the Developer.
- 2.6.3. The Postal Delivery Standards Manual is available free of charge on-line or by contacting:
- Manager Delivery Planning**
ATLANTIC REGION
Canada Post Corporation
6135 Almon St
Halifax, NS B3K 5N2
- Phone No. (902) 494-4001 ext 44249**
- 2.6.4. Community Mailboxes will be installed in the Public road allowance, wherever possible within 180 meters of all homes served by that site. The standard Community Mailbox installations are done by Canada Post. If a custom installation is required, Canada Post will assist in finalizing a suitable set of construction and installation specifications. All work must comply with Canada Post specifications.
- 2.6.5. Community Mailboxes are intended to serve customers in new developments where:
- Lot and street layout of a subdivision is well established.
 - Homes, on average, are less than 50 meters apart.
 - Municipal cooperation is obtained in sighting and installation of Community Mailboxes.
- 2.6.6. Each Community Mailbox location is chosen by the Mail Delivery Planner after consultation with the Developer and Village staff.
- 2.6.7. Community Mailboxes should be located at a minimum nine (9) meters from intersection corners so as not to interfere with line of sight driver visibility. Boxes are not to be installed at major intersections.
- 2.6.8. Community Mailboxes are **not** to be located adjacent to curb lanes that have "no stopping or no parking zones".
- 2.6.9. The location of community mailboxes is to be shown on the Subdivision Grading and Drainage Plan.
- 2.6.10. Where community mailboxes are installed facing the street roadway, a depression in the curb must be created to allow for wheelchair access.



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2.7 (This section is reserved for future use.)

2.8. DRAINAGE

2.8.1. SUBDIVISION GRADING AND DRAINAGE PLAN (See Drawing No. S/D 3)

A Subdivision Grading and Drainage Plan shall be a requirement for subdivision approval. The purpose of the Subdivision Grading and Drainage Plan is to:

- Facilitate engineering review of the subdivision application to ensure that all drainage requirements have been adhered to.
- Facilitate a mechanism to control home building and landscaping activities to ensure that all individual lots conform to the overall subdivision grading and drainage scheme of the subdivision.

2.8.2. SUBDIVISION GRADING AND DRAINAGE PLAN REQUIREMENTS

The subdivision Grading and Drainage Plan must include the following:

- Site layout including proposed streets, lots and approximate location of proposed structures
- Pre-development contours at intervals of one (1) meter, or existing spot elevations.
- Proposed finished grade elevations at the following locations:
 - Center line of street;
 - Center line of drainage swales;
 - Corner of all lots, easements and walkways;
 - Proposed foundation wall elevations;
 - Proposed minimum basement floor elevations;
- Pattern and direction of post-development surface drainage including lots, swales and major storm drainage system.
- Location and layout of minor storm drainage system including manholes, catch basins and storm sewers.

2.8.2.1. In instances where the limits of a proposed Subdivision Grading and Drainage Plan is adjacent to existing development, particular attention must be taken to ensure that the proposed lot grading and drainage recognizes the established condition of the existing development. The proposed lot grading and drainage must be achieved by blending to the existing development without altering the existing lot drainage and without encroaching upon existing properties.

2.8.2.2. Show, by means of flow arrows, the location and direction of surface drainage along lot line swales and ditches.

2.8.2.3. At least one flow arrow must be shown along each lot line swale. Additional flow arrows must be shown at all grade beaks indicating the direction of surface drainage.



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2.8.2.4. Show all proposed private catch basins, leads and connections to the municipal storm drainage system. All private catch basins and leads must be contained within a private service easement. The private service easement will be in favor of all lots tributary to the catch basin and lead contained within the private service easement.

2.8.3. MINIMUM GRADES AND DIMENSIONS

2.8.3.1. Minor lot line swales, providing drainage for up to four (4) lots, shall have a minimum grade of two percent (2%).

2.8.3.2. Major lot line swales, providing drainage for more than four (4) lots, shall have a minimum grade of one percent (1%).

2.8.3.3. The tributary flow in rear yard lot line swales shall be limited to ten (10) rear yards depending on lot size and grade.

2.8.3.4. The maximum length of a rear yard lot line swale without interception shall be one hundred (100) meters. The maximum area contributing to the rear yard swale without interception shall be five thousand (5,000) square meters.

2.8.3.5. The maximum flow in rear yard lot line swales which may be discharged to the street right-of-way without interception shall be limited to two (2) lots. In instances where more than two (2) lots are tributary to the rear yard lot line swale discharging to a street right-of-way, the overland flow must be intercepted by a behind-the-curb catch basin located within the street right-of-way.

2.8.4. LOT GRADING AND DRAINAGE PLAN REQUIREMENTS

(This section is reserved for future use.)

SECTION 3

SUBDIVISION ACCEPTANCE

Section 3 pertains to the acceptance process from the commencement of construction to issuance of the Certificate of Final Acceptance including warranties, maintenance requirements and securities.



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3. SUBDIVISION ACCEPTANCE

Failure to comply with the requirements outlined in Section 2.2 – Commencement of Construction, may result in extensive delays to the issuance of the various Acceptance Certificates resulting in changes to warranties, maintenance periods, security requirement and Final Acceptance.

3.1. FULL-TIME CONSTRUCTION INSPECTION – RESIDENT SERVICES

The Consultant / Engineer must provide a qualified full-time construction inspector when construction of any municipal infrastructure is taking place. A Contractual Agreement between the Developer and the Consultant / Engineer must be in place. Written confirmation of this requirement is to be submitted to the Village Engineer by the Consultant / Engineer.

The following Engineering resident inspection services shall constitute the work to be performed by the Developer at the expense of the Developer under said Agreement:

- a) Conduct detailed inspection of construction sufficient to ensure that the construction carried out by the Contractor is in conformance with the plans and specifications.
- b) Provide **qualified** resident personnel, acceptable to and approved by the Village, at the project site, to carry out the services as specified immediately below, without relieving the Contractor and Developer of their contractual and other legal obligations in respect thereof:
 - Inspect all pipe prior to installation, and be present on a full-time basis to observe contractor operations at the time of bedding placement, pipe laying and back filling in respect of installation of water mains, sewer pipes, and storm drains. In addition, full-time inspection is required during roadway granular base and sub-base placement and during preparation and finishing of sidewalks, curb and gutter, street pavements and property restoration.
 - Inspect installation of all connections to water mains, sewers, manholes, valves, hydrants or house services, and excavation and/or exposing of all underground services, structures, or facilities and backfill thereof.
 - Witness and certify the testing of water mains and sewers.
 - Inspect all excavations to determine soil adequacy prior to installation of base and sub-base courses, curb and gutter, roadway granular base and sub-base, and street pavements.



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- Inspect, adequately test, and accept each course in the installation of backfill, base and sub-base courses prior to placement of the next course for curb and gutter, roadway granular base and sub-base, and street pavements.
- Inspect all other works that are part of this project, as shown on the construction drawings.

It is to be understood that "full-time inspection" will require assignment of a qualified person (as approved by the Village) to each specific location when the referenced work is being undertaken by the Contractor. The minimum qualification requirements of the resident inspector are the following not limiting the Village de Memramcook in requiring additional qualifications:

- Adequate relevant experience in the subdivision construction supervision field;
 - Clear knowledge of the *Village de Memramcook Standard Municipal Specifications*;
 - Safety training and certification in areas of first aid, trenching awareness, confined spaces awareness and any other mandatory safety training required under New Brunswick Occupational Health and Safety Act.
- c) Provide advance notice, in consultation with the Village, to adjacent residents and businesses (if applicable), of those stages of construction of the project that will interrupt public services or access thereto, sufficiently in advance of same to permit preparation therefore.
- d) Enforce the Contractor's conformance with the *Village de Memramcook Standard Municipal Specifications* and with reasonable standards of safety for motorists and pedestrians, without relieving the Contractor of his contractual and other legal obligations in respect thereof.
- e) React promptly, responsibly, sensitively to the reasonable requests and complaints of citizens regarding the conduct of the project, acting in the interest of the Village.
- f) Arrange for and carry out the testing of materials utilized by the Contractor to ensure conformance with the drawings and specifications.
- g) Arrange, attend, prepare and distribute records of on-site or off-site project meetings including representatives of the Contractor and the Village.
- h) Report promptly to the Village upon any significant and unusual circumstances.
- i) Arrange promptly for and take part in a detailed interim inspection of the project with the Contractor and Village before the water main commissioning and a final inspection of the project with the Village and any subsequent deficiency inspections required and provide to the Village in written form an appropriate recommendation of acceptance of the constructed or partially constructed project and a list of any remaining deficiencies.
- j) Provide promptly a duly executed Certificate of Substantial Completion to the Village, to permit the release of securities in accordance with the terms of the Subdivision Development Agreement.



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- k) Prepare and submit to the Village the preliminary record drawings for the project within 60 calendar days of water main disinfection and prepare and submit to the Village the final record drawings for the project by December 15 of the project year the street pavement is completed.
- l) Provide inspection services at the beginning and end of the warranty and maintenance period of the contract, and follow-up services to see that deficiencies are corrected.
- m) Provide a letter to the Village under the supervising engineer's professional seal certifying that the above mentioned inspections have been carried out and that all the works have been constructed and tested in accordance to the *Village de Memramcook Standard Municipal Specifications*, that full-time inspection was carried out on the entire project and including all test results. Any works installed without the required full-time inspection will be removed and replaced at the Developer's cost. Any works not passing the required tests will be repaired and/or replaced at the Developer's cost.
- n) Have a copy of the relevant *Village de Memramcook Standard Municipal Specifications* on site at all times.

3.2 TESTING AND MATERIALS

Standard testing of materials including aggregates, compaction, concrete and asphalt shall be carried out during all phases of construction in accordance with the *Village de Memramcook Standard Municipal Specifications* accepted standards and procedures. Copies of all test results must be submitted to the Village Engineering Department.

The Village reserves the right to additional testing being carried out, the cost of which will be paid for by the Village if the results indicate the item being tested meets Village Standards. If the test results indicate failure to meet minimum standards, the cost of testing will be paid for by the Developer.

The "Minimum Testing Frequency" will be as specified by the Village Engineer.

3.3 WARRANTY AND MAINTENANCE PERIOD

The Warranty and Maintenance Period shall commence on the date stated in the "Certificate of Provisional Acceptance" and remains in effect for a minimum of twenty-four (24) months and until issuance of the "Certificate of Final Acceptance". The Developer, at his own cost, shall be responsible to inspect, audit and maintain the works and remedy any defects or deficiencies discovered or appearing in the works from the first day of construction until issuance of the "Certificate of Final Acceptance".

The Village de Memramcook will not undertake snow clearing operations until issuance of either the Certificate of Substantial Completion or the Certificate of Provisional Acceptance for the initial phase of construction. Following issuance of either of these Certificates, the Village will not be responsible for any damage to manholes, valve boxes or other infrastructure including the crushed stone roadbed as a result of snow plowing operations.



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Deficiencies of a non-emergency nature must be repaired within one (1) week of observation or after receipt of instructions in writing to do so.

Deficiencies of an urgent or emergency nature must be repaired immediately upon observation or upon receipt of notification from an Official of the Village de Memramcook Engineering and Public Works Department. Every effort possible must be made by the Developer to repair such deficiencies immediately. Failure to make the necessary repairs or corrections due to availability of contractor, lack of equipment, material, labor or any reasons whatsoever may result in the Village causing the works to be done at the expense of the Developer.

Costs and expenses incurred in correcting any defects which appear during the Warranty and Maintenance Period are the responsibility of the Developer. The Developer shall, in addition, be liable to the Village for all expenses, losses, or damage incurred as a result of any faulty materials and defective workmanship, or as a result of failure to correct any defects as observed or as noted, including all extra engineering costs, inspection and testing of the work.

The issuance of any Certificate of Substantial Completion, Certificate of Provisional Acceptance or Certificate of Final Acceptance shall not relieve the Developer of the responsibility for faulty materials or defective workmanship.

3.4. CERTIFICATE OF SUBSTANTIAL COMPLETION

The issuance of this Certificate does not establish the commencement of the warranty period nor does it replace the need for issuance of the Certificate of Provisional Acceptance.

Prior to issuance of the Certificate of Substantial Completion, a determination may be made of the value of outstanding work or deficiencies and additional security equal to that amount will be required of the Developer prior to issuance.

Issuance of a Certificate of Substantial Completion will only be done upon written request from the Developer and is subject to the approval the Village Engineering Department.

3.5. CERTIFICATE OF PROVISIONAL ACCEPTANCE

Following completion of all construction and deficiencies, the Developer or Consultant / Engineer shall advise the Village Engineering Department in writing. Within ten (10) working days following receipt of this letter, a complete on-site inspection involving all required Village staff together with the Developer and/or Consultant / Engineer will be conducted. A list of any noted deficiencies will be prepared and the Developer shall then promptly have the deficiencies remedied, following which Engineering Department staff shall endorse the "Certificate of Provisional Acceptance" that has been prepared by the Consultant / Engineer. If any deficiency work still remains to be carried out under the contract at the time of issuance of the Certificate of Provisional Acceptance, an additional amount of twice (2 times) the cost (as estimated by the Consultant / Engineer). If any deficiency work still remains to be carried out under the contract at the time of issuance of the Certificate of Provisional Acceptance, an additional amount of twice (2 times) the cost (as estimated by the Consultant / Engineer) of the outstanding works shall also be retained until the said work is completed.



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The commencement of the twenty-four (24) month Warranty and Maintenance Period shall be indicated on the Certificate of Provisional Acceptance.

3.6. CERTIFICATE OF FINAL ACCEPTANCE

Twenty-three (23) months after the date stated in the Certificate of provisional Acceptance, the Developer shall advise in writing that the works are fully completed and are ready for final inspection. Within ten (10) working days following receipt of this, Engineering Department staff shall make arrangements for the final inspection of the works with appropriate Village staff, the Developer and the Consultant / Engineer.

Following final inspection, the Developer shall have any defects or deficiencies, etc. addressed. When this work has been completed, Engineering Department staff shall endorse the "Certificate of Final Acceptance" that has been prepared by the Consultant / Engineer. The Developer shall sign this certificate declaring that the contractor and Consultant / Engineer have been paid in full and that there are no grounds for claims against the Village de Memramcook whatsoever with respect to the Development Agreement.

Any monies or securities held by the Village shall be released at the time of issuance of the Certificate of Final Acceptance.

The Warranty and Maintenance Period will be ended and the Village de Memramcook will accept full responsibility for the ongoing operation and maintenance unless the Developer is found at fault.

Receipt and approval of all Final Record Drawings and digital data is required before issuance of the Certificate of Final Acceptance.

3.7. INSPECTIONS

Throughout all construction activities, the Consultant / Engineer will conduct continuous daily inspections including all required testing in accordance with accepted municipal construction practice and as per paragraph 3.1 "Full-Time Construction Inspection".

Prior to the request for Provisional or Final Acceptance inspections, the Consultant / Engineer shall carry out a thorough inspection of all works, prepare a deficiency list and ensure that this list has been addressed. If it is evident that this preliminary inspection has not been carried out, nor have deficiencies been adequately addressed prior to the on-site inspection involving various Village personnel, the cost for any and all subsequent inspections involving Village staff will be paid for by the Consultant / Engineer or the Developer.

It is anticipated that due to the issuance of Provisional and Final Acceptances for both the initial phase of construction including underground work and road construction and final phases of work including curb and gutter, asphalt paving, street lighting (if applicable) and sidewalks (if applicable), there may be up to four (4) on-site inspections requiring participation of various Village staff.



SUBDIVISION DEVELOPMENT for Municipal Services
Village de Memramcook Public Works and Engineering Department
Procedures, Standards and Guidelines

3.8. RECORD DRAWINGS

Sixty (60) days following issuance of the Certificate of Substantial completion, preliminary record drawings of all work completed shall be submitted in paper format (2 copies) to the Engineering Department for approval.

Forty-five (45) days following issuance of the Certificate of Provisional Acceptance, complete Record Drawings of all work shall be submitted in paper and AutoCAD Nad83 format to the Engineering Department for approval.

APPENDICES

- A) Application for Subdivision approval
- B) Environmental Issues Checklist
- C) Subdivision Agreement
- D) *(This section is reserved for future use.)*
- E) Certificate of Substantial Completion
- F) Certificate of Provisional Acceptance
- G) Certificate of Final Acceptance
- H) Section 52(3) community Planning Act, 1973
- I) Statutory Declaration

NOTE: The forms provided are examples in effect as of June 2012. It is the responsibility of the Developer and/or the Consultant / Engineer to ensure the latest edition and proper colored paper is used at the time of submission.

APPENDIX "A"

COMMISSION D'AMÉNAGEMENT BEAUBASSIN / BEAUBASSIN PLANNING COMMISSION

DEMANDE D'APPROBATION D'UN LOTISSEMENT
APPLICATION FOR SUBDIVISION APPROVAL

MEMRAMCOOK

DATE: _____

JE, _____ (propriétaire ou agent) fait par la présente
(owner or agent) do hereby make
une demande d'approbation du plan de lotissement (préliminaire ou final)
application for the approval of a (tentative or final)
tel qu'indiqué ci-dessous
subdivision plan as listed below:

1. Nom du Propriétaire:
Owner's Name: _____
2. Adresse du Propriétaire
Owner's Address : _____
3. No de téléphone du propriétaire
Owner's telephone number : _____
4. Nom du lotissement :
Name of Subdivision : _____
5. No. de lots impliqués:
No. of lots involved: _____
6. Nom du chemin ou no. de la route:
Name of road or route no. : _____
7. Nom de la localité :
Local name of area : _____
8. Paroisse civile :
Civil parish : _____
9. Comté :
County : _____

X

Requérant/Applicant

APPENDIX "B"

June 2012

ENVIRONMENTAL ISSUES CHECKLIST

Does the area encompassed by the Tentative Subdivision Plan:

- | | | | |
|--|----------|---------|--------------|
| • Contain any natural watercourse | Yes ____ | No ____ | Unknown ____ |
| • Contain any wetlands | Yes ____ | No ____ | Unknown ____ |
| • Contain any archaeological sites | Yes ____ | No ____ | Unknown ____ |
| • Contain any endangered species | Yes ____ | No ____ | Unknown ____ |
| • Contain any contaminated / impacted soil | Yes ____ | No ____ | Unknown ____ |
| • Contain an existing well and/or septic field | Yes ____ | No ____ | Unknown ____ |

If the answer is Yes or Unknown to any of these points, it will be necessary for the Consultant / Engineer to appropriately address all issues and ensure compliance with all applicable environmental requirements as stipulated through Federal and Provincial legislation, permits, by-laws, approvals and authorizations. All reports and/or records of site conditions, etc. are to be divulged to the Development Officer and the Village Engineer.

The following Federal and Provincial Legislation may impact on your proposed project.

Federal Legislation

- The Canadian Environmental Assessment Act (CEAA), administered by the Canadian Environment Assessment Agency
- The Species at Risk Act (SARA), administered by Environment Canada
- The Fisheries Act
- Navigable Water Protection Act

Provincial Legislation

- The Clean Environment Act, administered by the New Brunswick Department of Environment (NBDOE)
- The Clean Water Act, administered by NBDOE
- The Environmental Impact Assessment Regulation 87-83, made pursuant to the Clean Environment Act, also administered by NBDOE
- The Watercourse and Wetland Alteration Regulation, made pursuant to the Clean Water Act, administered by NBDOE
- The Endangered Species Regulation, made pursuant to the Endangered Species Act, administered by the New Brunswick Department of Natural Resources (NBDNR)

It is the responsibility of the Developer through the Consultant / Engineer to insure that these and any other pertinent legislation are properly addressed.

DATE: _____

SIGNED: _____
Consultant / Engineer

APPENDIX "C"
June 2013

SUBDIVISION DEVELOPMENT AGREEMENT

THIS AGREEMENT made in duplicate this ____ day of _____, 20__.

BETWEEN: **VILLAGE DE MEMRAMCOOK, 540, rue Centrale Street, Memramcook, NB, E4K 3S6**, duly and regularly incorporated under the laws of the Province of New Brunswick, hereinafter called the "**VILLAGE**",

AND: _____, _____, a body corporate in the County of Westmorland in the Province of New Brunswick, hereinafter called the "**DEVELOPER**";

OF THE SECOND PART

WHEREAS by virtue of the Community Planning Act of New Brunswick, being Chapter C-12, a person proposing to subdivide land may be required to enter into an agreement with the Village for the provision of streets, water and sewer lines or other services required by the Subdivision By-Law;

AND WHEREAS by virtue of Section 9 of the Subdivision By-Law a person enters into an agreement with the Village that is binding on his heirs, successors and assigns to pay the cost of facilities required within the subdivision.

AND WHEREAS the Developer desires to provide the services and works as described in Schedule "A" of this agreement and all other related works in accordance with this agreement in the _____ **Subdivision, Unit** _____, **Phase** _____, within the Village de Memramcook, New Brunswick.

AND WHEREAS the Developer has agreed to provide at his own expense all materials, equipment and labour necessary to provide the services and works described in Schedules "A", "B", "C", and "D";

AND WHEREAS by resolution of the Village Council Meeting of _____, 20__ the said Council did authorize that the services and works described and set out in Schedules "A", "B", "C" and "D" hereto annexed, be performed and provided by the Developer at the expense of the Developer and under the terms and conditions set forth in this Agreement;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and subject to the terms and conditions hereinafter set out, the parties hereto agree as follows:

1. The Developer agrees to provide and pay for all labour, equipment and materials necessary for all services and works described in Schedules "A", "B", "C", and "D" attached hereto and in accordance with the engineering drawings and specifications hereto annexed as Schedule "B" forming part of this agreement, and also in accordance with the Village's Standard Municipal Specifications, latest edition.

APPENDIX "C"
June 2013

2. Prior to construction start, the Developer agrees to attend a pre-construction meeting along with his design engineer and resident inspector, his contractor and foreman and the Village. The Developer also agrees to attend a second pre-construction meeting between the same parties which will take place prior to concrete curb and gutter installation. The Developer agrees to commence works provided in accordance with above-mentioned drawings and specifications and will diligently execute the respective portions thereof on or before _____, **20**_____ and will deliver same to the Village complete in every particular to the satisfaction of the Village. At this time, a two (2) year warranty and maintenance period will commence for all works covered by this subdivision development agreement. The Developer also agrees to maintain dust control measures, to avoid or clean up mud tracking onto public streets and to maintain the gravel roadway in a driving condition satisfactory to the Village until the street is asphalted.

3. The Developer agrees to provide constant fulltime supervision by the design engineering consultants at all times when construction is in progress as per Environment N.B. certificate of approval to construct. The design engineering consultant's resident inspector must be qualified to provide supervision of the said works as per Schedule "C" attached hereto. The Developer agrees to provide a letter to the Village under the supervising engineer's professional seal certifying that full time inspection has been carried out and that all the works have been constructed and tested in accordance to the Village de Memramcook Standard Municipal Specifications, and including all test results. Any works installed without the required full time inspection will be removed and replaced at the Developer's cost. Any works not passing the required tests will be repaired and/or replaced at the Developer's cost.

4. The Developer agrees to pay all taxes imposed by competent taxing authorities, properly payable by the Developer on all materials and services used in the construction.

5. Prior to filing of the Subdivision Plan relating to this agreement, The Developer shall:

5.1-A **Option A** - Deposit with the Village de Memramcook on the signing of this Agreement security from a recognized financial institution, acceptable to the Village, in the total amount of **\$XXX,000.00** in the form of:

- Letter of Guaranty # XXXX in the amount of **\$XXX,000.00**, dated Month XX, Year, issued by the ABC Bank with an expiry date of Month XX, Year;
- Letter of Guaranty # XXXX in the amount of **\$XXX,000.00**, dated Month XX, Year, issued by the ABC Bank with an expiry date of Month XX, Year 2;
- Letter of Guaranty # XXXX in the amount of **\$XXX,000.00**, dated
- Month XX, Year, issued by the ABC Bank with an expiry date of
- Month XX, Year 4.

The Developer agrees that the Village will not be required to provide partial releases on any lots over 50 % of all lots in the said subdivision unless the Village retains 100 % security for the value of the remaining work to be done;

OR

5.1-B **Option B** - Withhold registration of the Subdivision Plan relating to this agreement until issuance of the Certificate of Substantial Acceptance, as per Schedule "D" attached hereto, and approval by the Village Engineer. The developer must furnish to the Village acknowledgement in writing to this effect and provide security from a recognized financial institution, acceptable to the Village, in the total amount of **\$85,404.93** in the form of:

- Letter of Guaranty # _____ in the amount of **\$XX,XXX.XX**, dated _____, _____, issued by the _____ with an expiry date of _____, _____;
- Letter of Guaranty # _____ in the amount of **\$XX,XXX.XX**, dated _____, _____, issued by the _____ with an expiry date of _____, _____.
- Letter of Guaranty # _____ in the amount of **\$XX,XXX.XX**, dated _____, _____, issued by the _____ with an expiry date of _____, _____.

This representing the total estimated cost of concrete curb and gutter, asphalt concrete pavement, concrete sidewalks and asphalt trails (if applicable), landscaping / topsoil, record drawings and all other work outlined in Schedule "A". This security shall remain in effect and be held by the Village until all work has been completed and the final construction costs have been determined and paid in full by the Developer.

5.2 This is with the express understanding that the same will be held and retained by the Village as security for the due and faithful performance, observance and fulfilment by the Developer of all the covenants, provisos, agreements, conditions and reservations contained in this agreement, on the part of the Developer, to be complied with, observed and performed.

5.3 In the event that the Developer fails to comply with the terms of this agreement, including the work schedule described in Schedule "D" attached hereto, the cost of the work remaining to be completed by the Developer and any penalties shall immediately become due and payable by the Developer to the Village and the Village may firstly claim such amount from the securities. The Village may, before the expiry date of this agreement, **Month XX, Year 4**, make a claim against the security mentioned in this clause.

APPENDIX "C"
June 2013

6. The Developer agrees to provide satisfactory evidence of an Agreement between the Developer and the New Brunswick Electric Power Commission to supply and install electrical wiring in the subdivision and also to provide to the Village a street lighting layout prior to the signing of the Agreement.
7. The Developer shall comply with all regulations, orders and by-laws made by the Village, Provincial or Federal Governmental authority that is applicable to the said work, at its own expense and obtain all necessary approvals, permits therefore and save harmless the Village from any breach of any applicable law, regulations or order.
8. The Developer, its agents and all workmen and persons employed by it or under its control, shall use due care that no personal property is injured and that no rights are infringed in the execution of the work, and that the Developer shall be solely responsible for all damages caused to lands, buildings, structures, fences, trees, roads or property of whatsoever description in respect of injury or death to persons and in respect of any infringement of any right, privilege, or easement, whatsoever, occasioned and the carrying on of the work or any part thereof, or by neglect, misfeasance, or nonfeasance by the Developer of its agents or workmen or persons employed by it or under its control, and shall indemnify and save harmless the Village for all claims and demands, losses, costs, damages, actions, suits, or other proceedings by whomsoever made, brought or prosecuted in any manner based upon, occasioned by, or attributable to any death, damage, injury or infringement.
9. The provisions of this Agreement are intended not to affect any statutory liens which the Village may have against the lands of the owner by virtue of any law giving the right to the Village to a lien against any property of the Developer arising out of the installation and performance of the work.
10. The Developer covenants and agrees that the Developer shall not assign this Agreement without the written consent of the Village.
11. The Developer covenants and agrees that the lands vested in the Village for streets and lands for public purposes when applicable are free and clear from all encumbrances and that it is the legal owner of the lands and premises over, across and upon which the work will be performed under and by virtue of this Agreement.

APPENDIX "C"
June 2013

12. This Agreement shall ensure to the benefit of and be binding upon the parties, their heirs, executors, successors and assigns respectively notwithstanding anything herein contained.

IN WITNESS WHEREOF the Parties hereto have affixed their seals and had these presents signed by their proper officers the day and year first above written.

SIGNED, SEALED AND DELIVERED

) **VILLAGE DE MEMRAMCOOK**

)

)

) **per** _____

)

) **per** _____

)

) _____

)

) **per** _____

)

)

) **per** _____

APPENDIX "C"
June 2012

SCHEDULE "A"

DESCRIPTION OF SERVICES AND WORKS

This is Schedule "A" forming part of the Subdivision Development Agreement between the **VILLAGE DE MEMRAMCOOK** and _____ for _____
Subdivision, Unit _____, Phase _____.

The following services and works shall constitute the work to be performed by the Developer at the expense of the Developer under said Agreement:

1. Street Construction
2. Sanitary Sewers and Laterals
3. Storm Sewers and Laterals (if required)
4. Water Mains and Laterals
5. Curbs and Gutters (if required)
6. Sidewalks and Multipurpose Trails (if required)
7. N.B.E.P.C. Electrical wiring
8. Street Lighting Requirements
9. Surface Water Drainage Requirements including Ditching, Culverts and Swales
10. Chipseal or Asphalt Paving and Related Works
11. Record Drawings

All in accordance with the Drawings and Specifications referred to in this Agreement and Annexed as Schedule "B" and approved by the Village de Memramcook.

APPENDIX "C"
June 2012

SCHEDULE "C"

Engineering Resident Inspection Services

This is Schedule "C" forming part of the Subdivision Development Agreement between the **VILLAGE DE MEMRAMCOOK** and _____ for _____
Subdivision, Unit _____, Phase _____.

The following Engineering resident inspection services shall constitute the work to be performed by the Developer at the expense of the Developer under said Agreement:

- a) Conduct detailed inspection of construction sufficient to ensure that the construction carried out by the Contractor is in conformance with the plans and specifications.
- b) Provide **qualified** resident personnel, acceptable to and approved by the Village, at the project site, to carry out the services as specified immediately below, without relieving the contractor and Developer of their contractual and other legal obligations in respect thereof;
 - Inspect all pipe prior to installation, and be present on a full time basis to observe contractor operations at the time of bedding placement, pipe laying, and back filling in respect of installation of watermains, sewer pipes, and storm drains. In addition, full-time inspection is required during roadway granular base and sub-base placement and during preparation and finishing of sidewalks, curb and gutter, street pavements and property restoration.
 - Inspect installation of all connections to watermains, sewers, manholes, valves hydrants or house services, and excavation and/or exposing of all underground services, structures, or facilities and backfill thereof.
 - Witness and certify the testing of watermains and sewers.
 - Inspect all excavations to determine soil adequacy prior to installation of base and sub-base courses, curb and gutter, roadway granular base and sub-base, and street pavements.
 - Inspect, adequately test, and accept each course in the installation of backfill, base and sub-base courses prior to placement of the next course for curb and gutter, roadway granular base and sub-base, and street pavements.
 - Inspect all other works that are part of this project, as shown on the construction drawings.

APPENDIX "C"
June 2012

It is to be understood that "full time inspection" will require assignment of a qualified person (as approved by the Village) to each specific location when the referenced work is being undertaken by the Contractor. The minimum qualification requirements of the resident inspector are the following not limiting the Village de Memramcook in requiring additional qualifications

- Adequate relevant experience in the subdivision construction supervision field;
 - Clear knowledge of the Village de Memramcook Standard Municipal Specifications;
 - Safety training and certification in areas of first aid, trenching awareness, confined spaces awareness and any other mandatory safety training required under the New Brunswick Occupational Health and Safety Act.
- c) Provide advance notice, in consultation with the Village, to adjacent residents and businesses (if applicable), of those stages of construction of the project that will interrupt public services or access thereto, sufficiently in advance of same to permit preparation therefore.
- d) Enforce the Contractor's conformance with the Village de Memramcook Standard Municipal Specifications and with reasonable standards of safety for motorists and pedestrians, without relieving the Contractor of his contractual and other legal obligations in respect thereof.
- e) React promptly, responsibly, sensitively to the reasonable requests and complaints of citizens regarding in conduct of the project, acting in the interest of the Village.
- f) Arrange for and carry out the testing of materials utilized by the Contractor to ensure conformance with the drawings and specifications.
- g) Arrange, attend, prepare and distribute records of on-site or off-site project meetings including representatives of the Contractor and the Village.
- h) Report promptly to the Village upon any significant and unusual circumstances.
- i) Arrange promptly for and take part in a detailed interim inspection of the project with the Contractor and Village before the watermain commissioning and a final inspection of the project with the Village and any subsequent deficiency inspections required and provide to the Village in written form an appropriate recommendation of acceptance of the constructed or partially constructed project and a list of any remaining deficiencies.
- j) Provide promptly a duly executed Certificate of Substantial Completion to the Village, to permit the release of securities in accordance with the terms of the Subdivision Development Agreement.
- k) Prepare and submit to the Village the preliminary as built drawings for the project within 60 calendar days of watermain disinfection and prepare and submit to the Village the final record drawings for the project by December 15 of the project year the asphalt paving is completed.
- l) Provide inspection services at the beginning and end of the warranty and maintenance period of the contract, and follow-up services to see that deficiencies are corrected.

APPENDIX "C"

June 2012

- m) Provide a letter to the Village under the supervising engineer's professional seal certifying that the above mentioned inspections have been carried out and that all the works have been constructed and tested in accordance to the Village de Memramcook Standard Municipal Specifications, that full time inspection was carried out on the entire project and including all test results. Any works installed without the required full time inspection will be removed and replaced at the Developer's cost. Any works not passing the required tests will be repaired and/or replaced at the Developer's cost.
- n) Have a copy of the relevant Village de Memramcook Standard Municipal Specifications on site at all times.

All in accordance with the Drawings and Specifications referred to in this Agreement and Annexed as Schedule "B" and approved by the Village de Memramcook.

APPENDIX "C"
June 2013

SCHEDULE "D" for OPTION A

DESCRIPTION OF SERVICES AND WORKS SCHEDULE

This is Schedule "D" forming part of the Subdivision Development Agreement between the **VILLAGE DE MEMRAMCOOK** and _____ for _____ **Subdivision, Unit _____, Phase_____.**

The following services and works schedule shall constitute the work schedule to be performed by the Developer at the expense of the Developer under said Agreement:

Stage No.	Description of stage	Schedule / Completion Date
Year 1		
1.	Receipt of Securities for entire work	To be submitted prior to construction
2.	Registration of Subdivision Plan	After receipt of securities & agreement signed
3.	Completion of storm sewer and laterals; retention ponds; sanitary sewer and laterals; watermain and laterals; street construction including all gravels; successful testing of watermain piping; swab removals and installation of fire hydrant signage	To be completed by Month XX, Year
4.	Inspection of work	After Stage 3 is substantially completed
5.	Approval of Certificate of Substantial Completion	To be submitted after Stage 4 is completed
6.	Beginning of watermain disinfection process	To be scheduled after Stage 5 is completed
7.	Completion of all major deficiencies	3 weeks after water disinfection completed or flushing penalty of \$500.00 per occurrence
8.	Approval of Certificate of Provisional Acceptance (Below ground)	To be submitted after Stage 7 is completed
9.	Commissioning of water system and hookup inspections	After Stage 8 is completed
10.	Interim release of security money	After Stages 1 to 9 are all successfully completed
11.	Completion of all decorative street lighting (underground ducts and light fixtures)	Month XX, Year
12.	Installation of utility poles (Overhead)	Month XX, Year
13.	Submittal of Preliminary as-built drawings to Village	To be submitted no later than 60 calendar days after the Substantial Completion
Year 2		
14.	Completion of all minor deficiencies	Prior to Stage 15
15.	Completion of curbs and gutters	Month XX, Year 2
16.	Completion of asphalt paving or preliminary chip seal (double)	Month XX, Year 2

	at the Village's discretion	
17.	Completion of sidewalks and asphalt trails	Month XX, Year 2
18.	Inspection of work	After Stages 14 to 17 are completed
19.	Completion of all deficiencies	Month XX, Year 2
20.	Approval of Certificate of Provisional Acceptance (Above ground)	To be submitted after Stage 19 is completed
21.	Interim release of security money	After Stages 14 to 20 successfully completed
22.	Submittal of Final as-built drawings to Village	Month XX, Year 2
Year 3		
23.	Completion of chip seal (single)	Month XX, Year 3
24.	Interim release of security money	After Stage 23 successfully completed
Year 4 (asphalt)		
25.	Final inspection of the site	Month XX, Year 4
26.	Approval of Certificate of Final Acceptance	Month XX, Year 4
27.	Final release of security money	After all stages are successfully completed
Year 5 (chip seal)		
28.	Final inspection of the site	Month XX, Year 5
29.	Approval of Certificate of Final Acceptance	Month XX, Year 5
30.	Final release of security money	After all stages are successfully completed

Each Stage above is subject to a penalty of \$1,000.00 per week, for each week the works are not completed, starting the day after the completion date specified above. This penalty amount is over and above the cost of the work remaining to be completed by the Developer.

All in accordance with the Drawings and Specifications referred to in this Agreement and Annexed as Schedule "X" and approved by the Village de Memramcook.

No curb & gutter or asphalt shall be placed prior to **April 1, Year 2**, unless approved by the Village.

APPENDIX "C"

June 2013

SCHEDULE "D" for OPTION B

DESCRIPTION OF SERVICES AND WORKS SCHEDULE

This is Schedule "D" forming part of the Subdivision Development Agreement between the **VILLAGE DE MEMRAMCOOK** and _____ for _____ **Subdivision, Unit _____, Phase_____.**

The following services and works schedule shall constitute the work schedule to be performed by the Developer at the expense of the Developer under said Agreement:

Stage No.	Description of stage	Schedule / Completion Date
Year 1		
1.	Completion of storm sewer and laterals; retention ponds; sanitary sewer and laterals; watermain and laterals; street construction including all gravels; successful testing of watermain piping; swab removals and installation of fire hydrant signage	To be completed by Month XX, year.
2.	Inspection of work	After Stage 1 is substantially completed
3.	Approval of Certificate of Substantial Completion	To be submitted after Stage 2 is completed
4.	Beginning of watermain disinfection process	To be scheduled after Stage 3 is completed
5.	Receipt of Securities for work remaining	To be submitted prior to Stage 6
6.	Registration of Subdivision Plan	After Stage 5 is completed
7.	Completion of all major deficiencies	3 weeks after water disinfection completed or flushing penalty of \$500.00 per occurrence
8.	Approval of Certificate of Provisional Acceptance (Below ground)	To be submitted after Stage 7 is completed
9.	Commissioning of water system and hookup inspections	After Stage 8 is completed
10.	Completion of all decorative street lighting (underground ducts and light fixtures)	Not applicable
11.	Installation of utility poles (Overhead)	Month XX, Year.
12.	Submittal of Preliminary as-built drawings to Village	To be submitted no later than 60 calendar days after the Substantial Completion
Year 2		
13.	Completion of all minor deficiencies	Prior to Stage 14
14.	Completion of curbs and gutters	Month XX, Year 2
15.	Completion of asphalt paving or preliminary chip seal (double) at the Village's discretion	Month XX, Year 2
16.	Completion of sidewalks and asphalt trails	Month XX, Year 2
17.	Inspection of work	After Stages 13 to 16 are completed
18.	Completion of all deficiencies	Month XX, Year 2

19.	Approval of Certificate of Provisional Acceptance (Above ground)	Not Applicable
20.	Interim release of security money	After Stages 13 to 19 successfully completed
21.	Submittal of Final as-built drawings to Village	Month XX, Year 2
Year 3		
22.	Completion of chip seal (single)	Month XX, Year 3
23.	Approval of Certificate of Provisional Acceptance (Above ground)	To be submitted after stage 22 is completed
24.	Interim release of security money	After Stage 23 successfully completed
Year 4 (Asphalt)		
25.	Final inspection of the site	Month XX, Year 4
26.	Approval of Certificate of Final Acceptance	Month XX, Year 4
27.	Final release of security money	After all stages are successfully completed
Year 5 (chip seal)		
28.	Final inspection of the site	Month XX, Year 5
29.	Approval of Certificate of Final Acceptance	Month XX, Year 5
30.	Final release of security money	After all stages are successfully completed

Each Stage above is subject to a penalty of \$1,000.00 per week, for each week the works are not completed, starting the day after the completion date specified above. This penalty amount is over and above the cost of the work remaining to be completed by the Developer.

All in accordance with the Drawings and Specifications referred to in this Agreement and Annexed as Schedule "X" and approved by the Village de Memramcook.

No curb & gutter, asphalt or chip seal shall be placed prior to **Month XX, year 2**, unless approved by the Village.

APPENDIX "D"

(This section is reserved for future use.)

APPENDIX "E"

June 2012

CERTIFICATE OF SUBSTANTIAL COMPLETION
(Subdivision Development)

**SUBDIVISION NAME / UNIT NO.
& PHASE NO.:** _____

SUBDIVISION AGREEMENT NO.: _____

DEVELOPER: _____

CONSULTANT / ENGINEER: _____

I, _____, P. Eng., do hereby certify that the works required under this Subdivision Agreement are "Substantially complete" as of the _____ day of _____, 20____, and that the following contract requirements have been fully met;

1. All sewer mains have passed leakage tests which were carried out on _____.
(Attach completed appendix "F" of the Standard Municipal Specifications)

2. Video sewer inspections were completed and were satisfactory _____.

3. All water mains have passed pressure tests which were carried out on _____.
(Attach completed Appendix "G" of the Standard Municipal Specifications)

4. A complete inspection of the works, involving all required Village and contractor's representatives, was conducted on _____.

5. The following minor works items will be completed by _____.

List and comment: _____

Date: _____

Signed: _____
Consultant / Engineer

Date: _____

Signed: _____
Developer

Date: _____

Signed: _____
Village de Memramcook Project Engineer

C: Village Project Engineer
Consultant / Engineer
Developer

APPENDIX "F"

June 2012

CERTIFICATE OF PROVISIONAL ACCEPTANCE
(Subdivision Development)

Check Phase: ___ BELOW-GROUND PHASE ___ ABOVE-GROUND PHASE

**SUBDIVISION NAME/UNIT NO.
& PHASE NO.:** _____

SUBDIVISION AGREEMENT NO.: _____

DEVELOPER: _____

CONSULTANT / ENGINEER _____

Detailed description of work completed under this certificate.

I, _____, P. Eng., do hereby certify that all works required under this Subdivision Agreement are "Provisionally Accepted" as of the _____ day of _____, 20 _____ and that full time construction inspection was carried out in compliance with Paragraph 1 of the Subdivision Development Procedures, Standards and Guidelines. It is understood that the "warranty and maintenance period" commences as of this date and ends on September 30, _____, and all contract requirements including those listed below, have been fully met;

Attachments:

Below-Ground Phase

- ___ Deficiency List
- ___ Sanitary Main & Manhole Leakage Tests
- ___ Sanitary & Storm Videos and Reports
- ___ W/M Pressure & Bacteriological Test Results
- ___ Geotechnical Test Results
- ___ DOE Certificate of Approval to Construct
- ___ Statutory Declaration from Developer
- ___ WHSCC Letter(s) of Good Standing

Above-Ground Phase

- ___ Updated Deficiency List
- ___ Geotechnical Test Results
- ___ Statutory Declaration from Developer
- ___ WHSCC Letter(s) of Good Standing

1. A Certificate of Substantial Completion was issued on _____.
If not issued the following items listed above must be completed, if applicable.

APPENDIX "F"

June 2012

2. A complete inspection of the works was carried out on _____, and those present at the Inspection are listed on the attached Deficiency List.

We have confirmed that all deficiencies have been corrected and all work completed under this Subdivision Agreement to date, meets or exceeds standards as required in the latest edition of the Village de Memramcook Standard municipal Specifications.

Provide explanation if any items on the attached deficiency list have not been addressed by the contractor. These outstanding deficiencies will be completed by _____.

3. The Consultant / Engineer agrees to provide to the Village de Memramcook Engineering Department, within 60 days from the date of substantial completion, a complete set of "Record Drawings" originals, and a digital copy, in an AutoCad – compatible format.

4. Is any part of this Phase of the Subdivision Agreement in dispute?
Yes _____ No _____

5. Is this Phase of the Subdivision Agreement entirely complete?
Yes _____ No _____

If any portion of the work covered by this Certificate is in dispute or not completed, a separate written report must accompany this certificate, outlining in detail the particulars.

We, the undersigned, do hereby certify that all matters relating to this Subdivision Agreement have been completed to our satisfaction and that this Certificate of "Provisional Acceptance" can be issued.

Date: _____ Signed: _____
Consultant / Engineer

Date: _____ Signed: _____
Developer

Date: _____ Signed: _____
Village de Memramcook Project Engineer

Date: _____ Signed: _____
Manager of Engineering

C: Village Project Engineer
Consultant / Engineer
Developer

APPENDIX "G"

June 2012

CERTIFICATE OF FINAL ACCEPTANCE
(Subdivision Development)

**SUBDIVISION NAME / UNIT NO.
& PHASE NO.:**

SUBDIVISION AGREEMENT NO.:

DEVELOPER:

CONSULTANT / ENGINEER:

Detailed description of work completed under this certificate.

I, _____, P. Eng., do hereby certify that all works required under this phase of the Subdivision Agreement are accepted as of the _____ day of _____, 20 _____,

1. A "Certificate of Substantial Completion" was issued on _____ .
2. The "Certificates of Provisional Acceptance" for these phases were issued on _____ and _____ .
3. A final inspection of the works was carried out on _____ and those present were:

4. A final deficiency list was prepared (if Yes, attach). ____ Yes ____ No
5. If "Yes" to above, the attached deficiency list has been addressed by the Developer and an additional inspection conducted on _____ by _____ confirmed that all items now meet Village requirements.

APPENDIX "G"

June 2012

6. If any portion of the work covered by this certificate is in dispute or not entirely completed, a separate written report must accompany this certificate, explaining the particulars.

Is any part of this Subdivision Agreement in dispute? ____ Yes ____ No

7. "Record Drawings" are completed ____ Yes ____ No (If yes, are filed as #_____, if no, give explanation)

8. **An updated Statutory Declaration from the Developer must be attached.**

9. We, the undersigned do hereby certify that all matters relating to the Subdivision Agreement have been completed to our satisfaction and that this certificate of "Final acceptance" can be issued.

Date: _____ Signed: _____
Consultant / Engineer (affix seal)

Date: _____ Signed: _____
Developer

Date: _____ Signed: _____
Village de Memramcook Project Engineer

Date: _____ Signed: _____
Manager of Engineering

C: Village Project Engineer
Consultant / Engineer
Developer

APPENDIX "H"

June 2012

Section 52(3) Community Planning Act, 1973

A subdivision plan shall set out:

- a) In the title block,
 - (i) The name of the subdivision
 - (ii) Where required by the Development Officer, the name of a street to which the subdivision has access
 - (iii) The municipality or parish, county, and province in which the land is located, and,
 - (iv) The scale and date of the survey;
- b) The name of the Owner of the land and the details of registration of the deed or deeds of the land;
- c) the north point of the plan, indicated by an arrow oriented other than toward the lower edge of the plan or extension thereof;
- d) The distances from and the relation to existing survey monuments and markers;
- e) The boundaries of that part of the plan sought to be approved marked by a black line of greater weight than all other lines on the diagram of the plan;
- f) The area of land to be vested in the municipality as streets, indicated by the names of the streets and, in smaller print immediately below each name, the word "public" and, if a portion only of the street shown on the plan is to be so indicated, the portion shall be denoted by a line drawn across and at right angles to the street at each terminus thereof identified by an arrow;
- g) the area of land to be bested in the municipality as future streets, indicated by the words "future street",
- h) The area of land to be conveyed as land for public purposes indicated by the words "Land for Public Purposes",
- i) The area of land with respect to which easements are to be granted indicated by words describing the purpose thereof;
- j) Subject to Subsection (4), the boundaries of streets and other parcels of land by means of solid black lines;
- k) The location, dimensions and names of streets abutting the subdivision;
- l) The nature, location and dimensions of any existing restrictive covenant, easement or right-of-way;
- m) Such numbers and letters as are necessary to accurately identify each lot or other parcel of land and, where available, the civic number thereof;
- n) The location and description of legal survey monuments;
- o) any applicable proposed street boundary or building line established by a deferred widening by-law;
- p) Any building line or set-back affecting the subdivision pursuant to a provision under Paragraph 42(3)(h) or to an agreement under Section 101; and
- q) Except in the case of a subdivision plan of land in a municipality that indicates, to the satisfaction of the Development Officer, the location of the subdivision on the diagram of the plan, the location of the proposed subdivision in relation to existing streets or prominent natural features on a small key plan drawn to a scale having a ratio of no less than one to twenty thousand. Am. (g), 1977, c.10,s19; Am.(q), 1977, c.M-11.1,s.4.

APPENDIX "H"

June 2012

The Development officer shall not approve a subdivision plan until the following has been completed:

- a) The Subdivision Agreement has been executed and registered.
- b) The Village Engineer has approved the Works and has consented to the subdivision plan.
- c) The Municipal Facilities Department has approved the Works with regard to Land for Public Purposes.
- d) A pre-construction meeting has been held with the Developer, his design engineer and resident inspector, his contractor and foreman and the Village de Memramcook Public Works and Engineering Department.

APPENDIX "I"

June 2012

STATUTORY DECLARATION
(Subdivision Development)

**SUBDIVISION NAME / UNIT NO.
& PHASE NO.:** _____

SUBDIVISION AGREEMENT NO.: _____

DEVELOPER: _____

I SOLEMNLY DECLARE THAT ALL PERSONS WHO HAVE BEEN EMPLOYED UPON THE WORKS OR WHO HAVE FURNISHED EQUIPMENT, MATERIALS SERVICES FOR THE WORKS HAVE BEEN FULLY PAID AND THAT ATTACHED HERETO IS A CERTIFICATE FROM THE WORKPLACE HEALTH, SAFETY AND COMPENSATION COMMISSION STATING THAT ALL REQUIRED PAYMENTS RELATING TO THIS CONTRACT HAVE BEEN PAID.

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 EVIDENCE ACT.

I/WE, THE UNDERSIGNED, ALSO DECLARE THAT THE FIRM OF _____, HAS NO FURTHER CLAIMS AGAINST THE VILLAGE DE MEMRAMCOOK WHATSOEVER WITH RESPECT TO THIS CONTRACT, EXCEPT FOR THIS PROGRESS CLAIM AND RETAINED HOLDBACKS TO DATE.

Declared before me at the _____ of)
_____ in the Province of)
_____)
This _____ day of _____, 20 ____)
_____)
_____)
_____)

Signature of Developer

Name (printed)

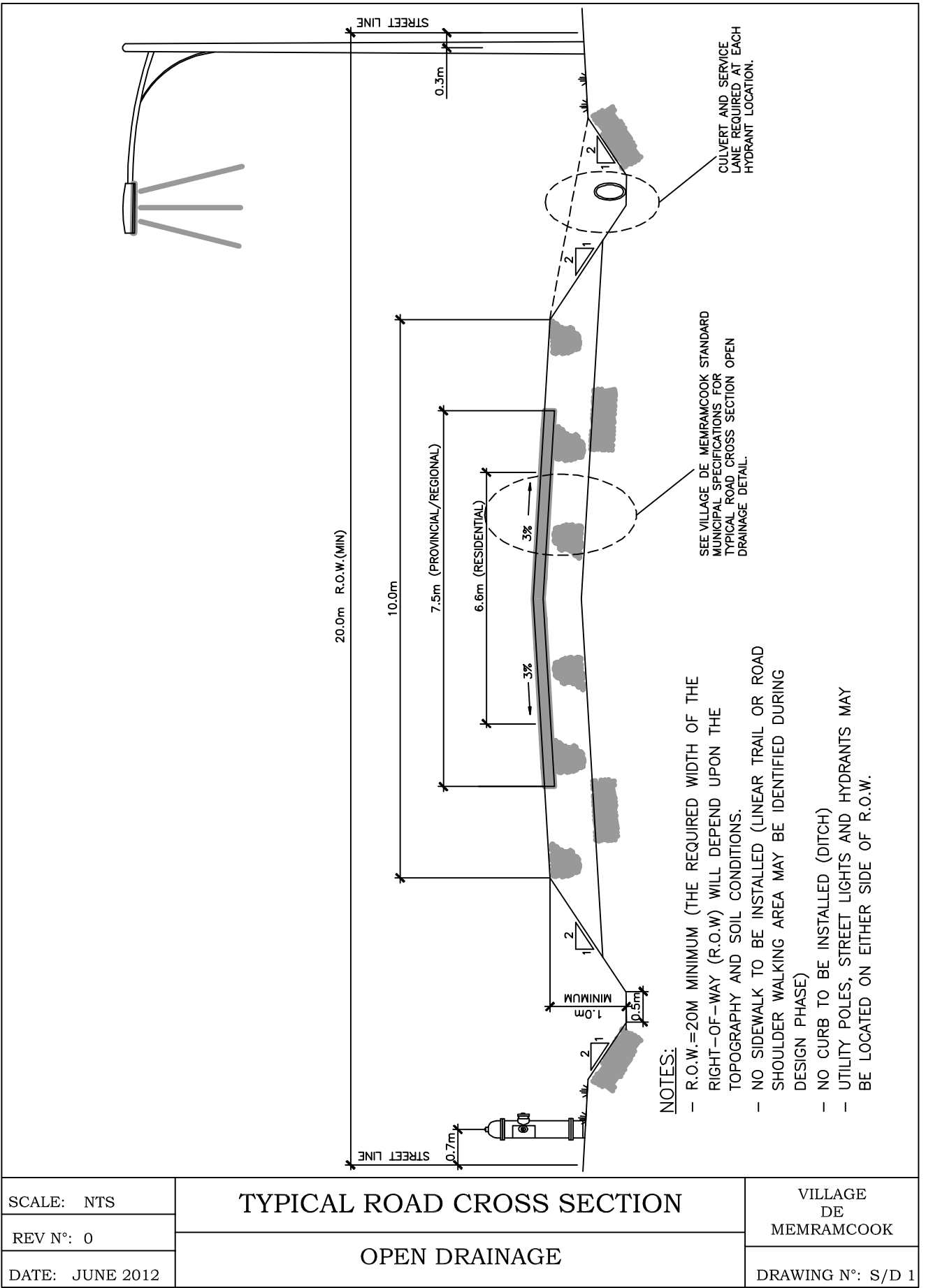
Title

A Commissioner of Oaths or Notary

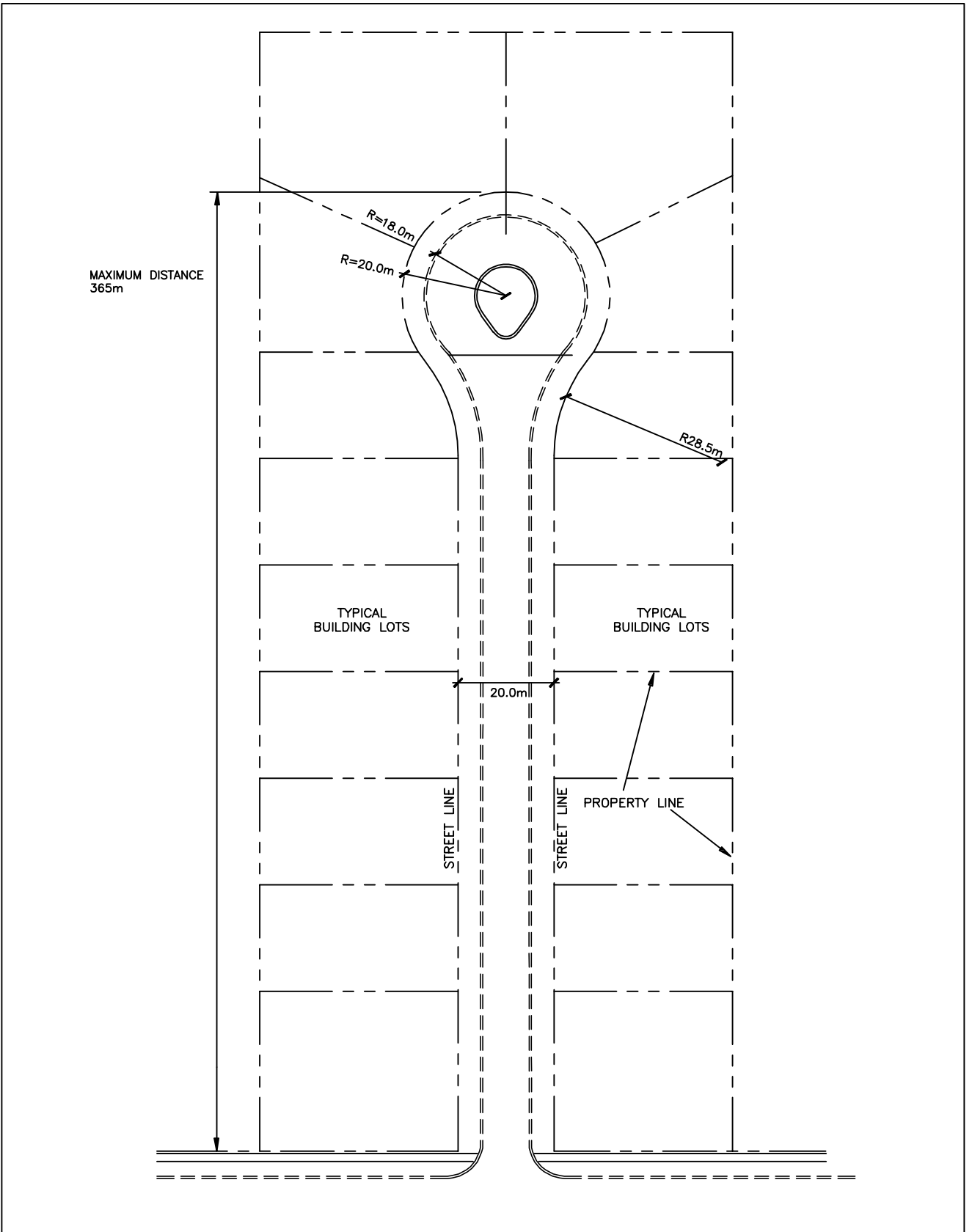
Affix Company Seal
(If applicable)

LIST OF TABLES & DRAWINGS

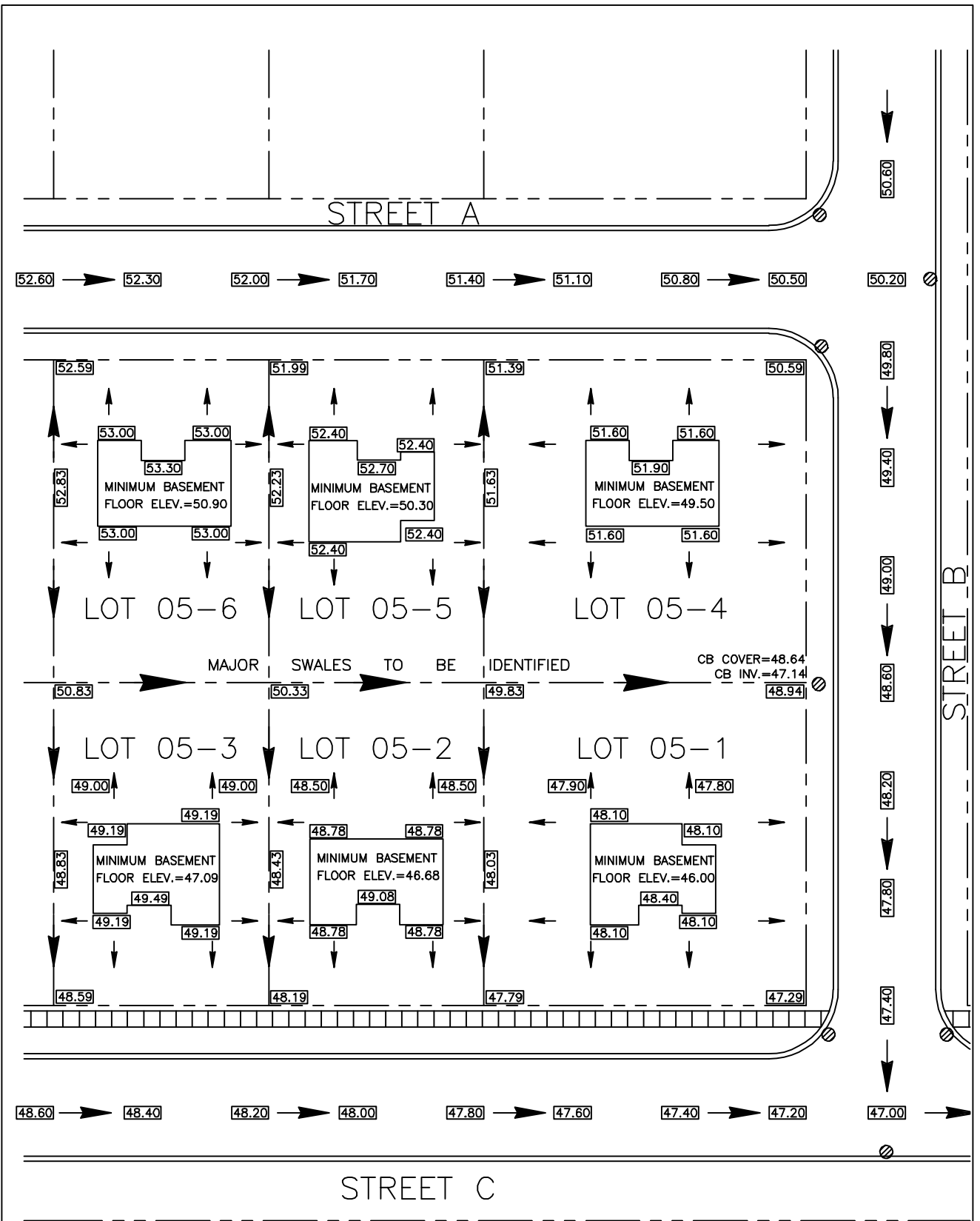
- | | | |
|---|---------------------------------------|-----------------|
| • | Typical Road Cross Section | Drawing # S/D 1 |
| • | Typical Cul-de-Sac Layout | Drawing # S/D 2 |
| • | Subdivision Grading and Drainage Plan | Drawing # S/D 3 |
| • | Residential Driveway Location | Drawing # S/D 4 |



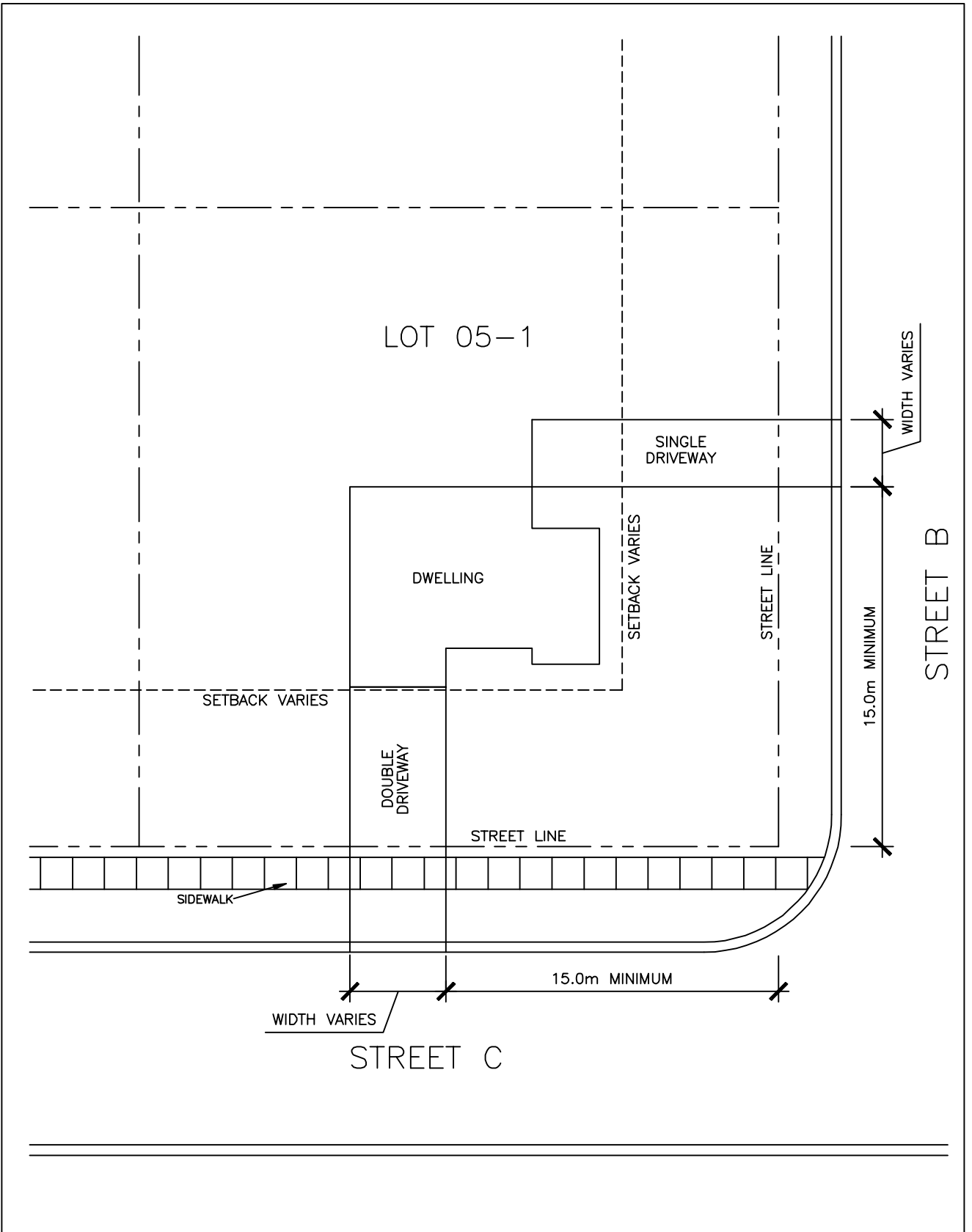
SCALE: NTS	TYPICAL ROAD CROSS SECTION	VILLAGE DE MEMRAMCOOK
REV N°: 0		
DATE: JUNE 2012	OPEN DRAINAGE	DRAWING N°: S/D 1



SCALE: NTS	TYPICAL CUL-DE-SAC LAYOUT MINIMUM ACCEPTABLE DIMENSIONS	VILLAGE DE MEMRAMCOOK
REV N°: 0		
DATE: JUNE 2012		DRAWING N°: S/D 2



SCALE: NTS	SUBDIVISION GRADING & DRAINAGE PLAN	VILLAGE DE MEMRAMCOOK
REV N°: 0		TYPICAL DETAIL REQUIREMENTS
DATE: JUNE 2012	DRAWING N°: S/D 3	



SCALE: NTS	RESIDENTIAL DRIVEWAY LOCATION	VILLAGE DE MEMRAMCOOK
REV N°: 0		
DATE: JUNE 2012	TYPICAL DIMENSIONS	DRAWING N°: S/D 4