



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

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

JANVIER / JANUARY

2022

FOREWORD AND DISCLAIMER

This revised edition of the Town of Shediac Subdivision Development Procedures, Standards and Guidelines replaces the June 2014 edition. This document provides information regarding the procedures, standards and requirements that must be met for Subdivision Development in the Town of Shediac primarily for residential housing projects.

The Town of Shediac would like to acknowledge the cooperation of the City of Moncton for providing the Town with an electronic copy of their document to facilitate the creation of this document.

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:

- Town of Shediac Design Criteria Manual for Municipal Services
- Town of Shediac Standard Municipal Specifications
- Greater Shediac Sewerage Commission Standard Specifications
- Town of Shediac Zoning By-law
- Town of Shediac Subdivision By-law (A by-law relating to the subdivision of lands in the Town of Shediac)
- Town of Shediac Building By-law (A by-law relating to buildings in the Town of Shediac)
- Town of Shediac Municipal Development Plan
- *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 any extractions from reference to other publications; nor shall the fact of distribution constitute responsibility by the Town of Shediac 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 532-7000.

TABLE OF CONTENTS

FOREWORD AND DISCLAIMER i

TABLE OF CONTENTS ii

APPENDICES iv

LIST OF TABLES & DRAWINGS iv

DEFINITIONS v

1. SUBDIVISION PLAN APPROVAL 1

 1.1. TENTATIVE PLAN SUBMISSION & REQUIREMENTS 1

 1.2. FEES 2

 1.3. TENTATIVE APPROVAL 2

 1.4. GENERAL REQUIREMENTS 2

 1.4.1. LOT AND BLOCK SIZE 2

 1.4.2. STREET NAMES 3

 1.4.3. TEMPORARY TURN AROUNDS 3

 1.4.4. DESIGN CRITERIA 3

 1.4.5. STREET CLASSIFICATIONS 4

 1.4.6. CUL-DE-SAC 4

 1.4.7. RESERVED STRIPS 4

 1.4.8. STREET INTERSECTIONS 4

 1.4.9. FUTURE COST RECOVERY 5

 1.4.10. MUNICIPAL SERVICES EASEMENTS 5

 1.4.11. PUBLIC UTILITY SERVICES 5

 1.4.12. EROSION AND SEDIMENT CONTROL 5

 1.5. SUBDIVISION AGREEMENTS 6

 1.6. DRAINAGE AGREEMENT 7

 1.7. ACTIVE TRANSPORTATION 8

 1.7.1. PEDESTRIAN WALKWAYS 8

 1.8. LAND FOR PUBLIC PURPOSES 8

 1.9. SUBDIVISION PLAN APPROVAL 9

 1.10. FINAL SUBDIVISION PLAN ENDORSEMENT 10

2. SUBDIVISION CONSTRUCTION – STANDARDS & GUIDELINES 12

 2.1. SUBMISSION OF ENGINEERING DRAWINGS, CALCULATIONS AND ENVIRONMENTAL ISSUES CHECKLIST 12

 2.2. COMMENCEMENT OF CONSTRUCTION 13

 2.3. STREETS 13

2.3.1.	CUL-DE-SAC.....	13
2.3.2.	STUB STREETS	14
2.3.3.	STREET DESIGN ELEMENTS	14
2.3.4.	DRIVEWAY ACCESS LOCATIONS	14
2.3.5.	STREET NAME AND TRAFFIC SIGNS	15
2.3.6.	COMPLETE STREET DESIGN	15
2.4.	MUNICIPAL INFRASTRUCTURE	15
2.4.1.	GENERAL.....	15
2.4.2.	DESIGN.....	15
2.4.3.	COST SHARING – RESIDENTIAL SUBDIVISION DEVELOPMENT	15
2.4.4.	CURB AND GUTTER	16
2.4.5.	SIDEWALKS AND ASPHALT MULTIPURPOSE TRAILS	17
2.4.6.	LANDSCAPING	17
2.4.7.	STREET LIGHTING.....	17
2.4.8.	PUBLIC UTILITY SERVICES	18
2.5.	POSTAL DELIVERY – COMMUNITY MAILBOXES	19
2.6.	DRAINAGE.....	20
2.6.1.	SUBDIVISION GRADING AND DRAINAGE PLAN	20
2.6.2.	SUBDIVISION GRADING AND DRAINAGE PLAN REQUIREMENTS	20
2.6.3.	DRAINAGE SWALES - MINIMUM GRADES AND DIMENSIONS.....	21
2.6.4.	LOT GRADING AND DRAINAGE PLAN REQUIREMENTS	22
2.7.	EROSION AND SEDIMENT CONTROL.....	22
2.8.	STORMWATER DETENTION AREAS.....	23
2.9.	CONNECTION TO WATER SYSTEM	23
3.	SUBDIVISION ACCEPTANCE.....	25
3.1.	FULL-TIME CONSTRUCTION INSPECTION – RESIDENT SERVICES	25
3.2.	TESTING AND MATERIALS	26
3.3.	WARRANTY AND MAINTENANCE PERIOD	27
3.4.	CERTIFICATE OF UNDERGROUND SUBSTANTIAL COMPLETION	27
3.5.	CERTIFICATE OF PROVISIONAL ACCEPTANCE BELOW-GROUND	28
3.6.	CERTIFICATE OF PROVISIONAL ACCEPTANCE ABOVE-GROUND.....	29
3.7.	CERTIFICATE OF FINAL ACCEPTANCE.....	29
3.8.	INSPECTIONS	30
3.9.	RECORD DRAWINGS	30
	APPENDICES	31

APPENDICES

- A) Application for Subdivision Approval
- B) Environmental Issues Checklist
- C) Subdivision Development Agreement
- D) Drainage Agreement
- E) Certificate of Substantial Completion
- F) Certificate of Provisional Acceptance
- G) Certificate of Final Acceptance
- H) Section 84(3) *Community Planning Act*, 2017
- I) Statutory Declaration
- J) New Brunswick Work Area Traffic Control Manual Urban Work Areas

LIST OF TABLES & DRAWINGS

- Street Classification Tables
- Typical Road Cross Sections
 - o Urban Local Primary – ULP Drawing # S/D 1A
 - o Urban Local Primary – ULP Drawing # S/D 1B
 - o Urban Collector Minor – UCM Drawing # S/D 2
 - o Urban Collector Primary – UCP Drawing # S/D 3
 - o Urban Arterial Minor – UAM Drawing # S/D 4
 - o Urban Arterial Primary – UAP Drawing # S/D 5
 - o Industrial Drawing # S/D 6
 - o Rural Local Minor – RLM Drawing # S/D 7
- Typical Cul-de-Sac Layout Drawing # S/D 8
- Subdivision Grading and Drainage Plan Drawing # S/D 9
- Lot Drainage Plan Drawing # S/D 10
- Residential Driveway Location Drawing # S/D 11
- Typical Utility Locations – R.O.W. Cross Section Drawing # S/D 12

DEFINITIONS

ACT means the Community Planning Act, S.N.B. 2017, c.19.

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 of the Town. 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.

COMMISSION means the Southeast Planning Commission for the Regional Service Commission.

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

COUNCIL means the Council of the Town of Shediac.

DETENTION POND means a natural or constructed area for providing temporary storage of runoff water within a storm drainage network in order to limit the increase in post-development stormwater discharge to an allowable release rate.

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 Town.

DEVELOPMENT OFFICER means the District Planning Director or the District Planning Officer appointed under subsection 10(2) of the Act.

DRAINAGE AGREEMENT means the contract entered into between the Town and the Developer for the construction and ongoing maintenance of drainage swales and ditches throughout the subdivision. This agreement will be binding on all subsequent Owners or successors in title, by virtue of it being registered in the N.B. Registry Office as an encumbrance on the property.

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 Municipal Operations of the Town of Shediac.

FEES mean the various fees outlined in the Shediac Subdivision By-law payable to the Southeast Regional Service 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 (LFPP) means land other than streets for the recreational or other use for the enjoyment of the general public, as defined in the Act.

LOT means a building lot.

LOT GRADING AND DRAINAGE PLAN means a plan depicting swales, ditches, flow directions and typical building location on a building lot as per Drawing No. S/D 10.

MUNICIPAL SERVICE EASEMENTS (MSE) means easements required for municipal purposes (water, sewer lines, drainage), as referred to in Section 4 of Regulation 84-217 of the Act.

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

PUBLIC UTILITY EASEMENTS (PUE) 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.

RECREATION, PARKS & CULTURE DEPARTMENT means the person appointed by Council responsible for the approval and acceptance of Land for Public Purposes and related matters.

RESIDENT SERVICES means all construction inspection as stated in Section 3.1 of these guidelines.

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 Town 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 9.

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 OR TENTATIVE PLAN means a Plan submitted to the Development Officer in accordance with Section 81(2) of the Act.

TOWN means the Town of Shediac

TOWN ENGINEER means the Director of Municipal Operations appointed by Shediac Town Council or the designated representative.

WALKWAYS / TRAILS means an allowance of property designated exclusively for pedestrians and cyclists and shall include nature trails and paths.

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.



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, the Town of Shediac and the Greater Shediac Sewerage Commission to obtain information and discuss the preliminary concept, procedures and requirements of the various Town By-laws and Municipal Plan, requirements for connecting to, extending or constructing infrastructure such as sewers, water mains, roads, etc., and 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 81(2) of the Act and shall be marked "Tentative Plan":

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.

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 natural drainage of the land.

1.1.3.8. The approximate location of all municipal services including sewer, water mains 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

1.2.1. A person proposing to subdivide land shall, at the time of submission of the Tentative Subdivision Plan, pay the fees as per the Town of Shediac Subdivision By-law.

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, 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.

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 Planning Commission for the Southeast Regional Planning Commission has recommended approval of the Tentative Subdivision Plan and/or

1.3.2.3. Shediac Town 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 1.10 – Final Subdivision Plan Endorsement.

1.4. GENERAL REQUIREMENTS

1.4.1. LOT AND BLOCK SIZE

1.4.1.1. Every lot, block and other parcel of land in a subdivision shall be as provided for in the Town of Shediac Subdivision By-law.

1.4.1.2. Lots or parcels shall not extend beyond the end of a public or future street.



1.4.2. STREET NAMES

- 1.4.2.1. Proposed street names 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 Greater Shediac Emergency Response Area.
- 1.4.2.3. The final authority for the naming of streets rests with Shediac Town Council.

1.4.3. TEMPORARY TURN AROUNDS

- 1.4.3.1. Temporary turn arounds shall be constructed to public street standards, gravel only, at the end of all dead end streets over 2 lots in length and shall be designated on the subdivision plan as a Future Street as defined within the Community Planning Act. Temporary turn arounds are for Town of Shediac use for safely maneuvering large vehicles and as such, turn arounds shall not be impeded in any way. Parking vehicles or trailers or storing construction materials or debris is strictly prohibited. Driveways and other accesses will not be permitted on to Future Streets and temporary turnarounds.
- 1.4.3.2. In the case of a street connection to an adjoining property not owned by the developer, the developer can consider one of the following two options:
 - Provide the Town with a written agreement from the adjacent landowner that a temporary turn-around can be constructed on the adjacent land and that the land to accommodate the turn-around will be dedicated or conveyed to the Town on the filing of the subdivision plan.
 - Construct a stub street to public street standard to the back lot line and designate it a Future Street until such time as it can be extended to the public street network on the adjacent lands. Driveway access will be prohibited off this Future street, and restrictive covenants running with the land, satisfactory to the Town, may be required.

1.4.4. DESIGN CRITERIA

- 1.4.4.1. Streets are to be designed with due regard to topography, existing natural drainage, wetlands, environmentally sensitive areas, public safety, convenience, traffic requirements, 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 the Town of Shediac Municipal Development Plan – latest edition.
- 1.4.4.2. 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.

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.

1.4.5. STREET CLASSIFICATIONS

Streets in a proposed subdivision will be evaluated and assessed a classification based on the street network within the subdivision and the adjacent and local street network. This classification will be done as part of the Tentative Subdivision Plan approval process and will be used in determining through streets, stop sign locations, road right-of-way width allowance, street widths, sidewalk requirements and locations, provision for Active Transportation i.e. bicycle lanes, etc. (Refer to the Street Classification Table and Typical Road Cross Sections.)

1.4.6. CUL-DE-SAC

- 1.4.6.1. 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 Town Engineer.
- 1.4.6.2. The minimum right-of-way radius of a temporary turn-around or permanent Cul-de-Sac shall be 18 meters with a minimum curb radius of 15.5 meters measured to back of curb. (Shown on Drawing No. S/D 8.)
- 1.4.6.3. The maximum allowable length for any Cul-de-Sac shall be 180 meters measured from the street line of the abutting street to the back street line of the Cul-de-Sac.

1.4.7. RESERVED STRIPS

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

1.4.8. STREET INTERSECTIONS

- 1.4.8.1. Street intersections must be constructed in compliance with TAC Geometric Design Guide requirements and the New Brunswick Department of Transportation guidelines, unless otherwise specified.
- 1.4.8.2. 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 minimum straight section shall be measured along the centerline of the intersecting street beginning at the edge of the intersecting right-of-way.
- 1.4.8.3. Intersections of more than two streets shall not be permitted.
- 1.4.8.4. Intersections, whether on the same side or on opposite sides, shall not be closer than 60 meters measured from the nearest edges of the rights-of-way.

Where streets intersect with collector or arterial 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 Town Engineering design review.

1.4.9. 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.

Subsection 7(2) of the Subdivision By-law, which is enacted pursuant to the Act, states:

7(2) Where any subdivision being proposed benefits from services previously constructed, whether by the Town or another person, the development officer shall not approve the plan unless the person proposing the subdivision pays or agrees to pay to the Town or another person an amount equal to the initial cost of such services or an amount equal to his proportional share, calculated as a percentage of the area benefiting from said previously installed services.

Payments under section 45 of Community Planning Act, 1973, are subject to Section 150 of the Community Planning Act, 2017.

1.4.10. 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 deeper cuts in order to meet safe trenching requirements, or other special circumstances as the case may be.

1.4.11. PUBLIC UTILITY SERVICES

1.4.11.1. 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.

1.4.11.2. Each lot in a subdivision is to be separately serviced with electrical power, phone and cable.

1.4.11.3. Encroachment across adjacent lots is only permitted if no other option is available, and will require adjacent owner's consent.

Widths of public utility easements where required are to be determined by the utility organization and shown on the final subdivision plan.

1.4.12. EROSION AND SEDIMENT CONTROL

Developers shall submit an Erosion and Sediment Control Plan prepared and stamped by a qualified Professional Engineer, to the satisfaction of the Town of Shediac. The erosion and sediment control plan must be an integral part of the site development plans and must prescribe all the necessary steps, including scheduling, to assure proper erosion and sediment control during all phases of construction. The plan must include both a narrative report and a site plan.

The narrative report must include:



- A project description
- Scheduling of major land-distributing activities
- A brief analysis of local drainage factors and potential problems posed by stormwater runoff on downstream areas
- A description of erosion and sediment control measures to be used during construction (purpose, type, location, dimensions and design considerations)
- A description of the inspection and maintenance program and schedule

The plan is an integral part of any site plan, grading plan or construction drawing and must include:

- Topographic features including environmentally sensitive areas located in proximity of the project area such as streams, lakes, ponds, wetlands, drainage ditches, flood plains and wells
- Available soil information
- The proposed alteration of the area including project boundary limits, limits of clearing and grading, areas of cut and fill, proposed slopes and location of stockpiles and excessive fill
- Erosion and sediment control measures to be used during construction (types, location, dimensions and design considerations).

At a minimum, the site must contain a stabilized entrance/exit to avoid tracking dirt onto streets. Uncontrolled tracking can cause sediment to enter storm drains and can also create a public safety hazard. All construction vehicles must enter and exit the site from this temporary construction access.

Catch basins are to be protected to prevent sediment from entering the basin; this can include placing non-woven, geotextile filter fabric, or a similar method, under grates on all catch basins to trap sediment.

In addition to the requirements of this section, it shall be the responsibility of the Professional Engineer to specify appropriate measures and ensure that sediment-laden water and any other deleterious substances do not leave the site or reach aquatic habitat areas.

Failure to follow the Erosion and Sediment Control requirements or Guidelines may result in security being applied to remedy the default, or charges being laid under By-Law no. 65 (A By-law relating to stormwater in the Town of Shediac).

For further information regarding erosion and sediment control measures, please consult the Town of Shediac Design Criteria Manual for Municipal Services.

1.5. SUBDIVISION AGREEMENTS

Pursuant to the Town of Shediac Subdivision By-law, 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 Town.

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
- Construction schedule
- Maintenance period
- Certificates of Acceptance
- Securities
- Schedules
- Other items that may be negotiated between the Town and the Developer
- Record Drawings

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.

A sample Subdivision Agreement is provided as Appendix "C" of this document.

The Subdivision Agreement is not typically registered in the Registry Office. However, there are certain situations where registration would be warranted. The Town therefore reserves the right to require registration of the Subdivision Agreement, at the developer's cost, in situations where undertakings or conditions forming part of the Agreement need to be reflected on title.

If the Subdivision Agreement is in default in any way, it may affect future phasing approvals until such time as the default has been satisfactorily rectified.

1.6. DRAINAGE AGREEMENT

Pursuant to Section 7 of the Town of Shediac Subdivision By-law, an Applicant proposing a subdivision that involves the construction of public streets and installation of municipal infrastructure is required to enter into a Drainage Agreement.

The Drainage Agreement shall include but not necessarily be limited to the following items:

- Responsibilities of the Owner, heirs and assigns.
- Construction requirements
- Consequences of non-compliance



- Registration of Agreement
- Other items that may be negotiated between the Town and the Developer

A sample Drainage Agreement is provided as Appendix “D” of this document

At the expense of the Owner, an amending Drainage Agreement will have to be entered into if there is any change to a property line that affects the location of a drainage swale or ditch. This determination will be made following review by the Town. The amending Drainage Agreement and Plan may be limited to only those lots affected by the change. Should preparation of an amending Drainage Agreement be necessary, an administrative fee of \$250 per PID will be charged. The party requesting the change will be exclusively responsible for all fees applicable in the preparation and execution of the amending agreement(s), including third party legal fees where applicable.

1.7. ACTIVE TRANSPORTATION

The Town of Shediac Transportation and Active Transportation Plan shall form part of the overall design concept of a subdivision layout.

The requirement for Active Transportation Plan facilities such as sidewalks, bike lanes, etc. 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 the Transportation Plan.

1.7.1. PEDESTRIAN WALKWAYS

The right-of-way width for pedestrian walkways, where required, shall be a minimum of eight (8) meters, except where existing conditions do not permit.

The walking surface shall have a clear travel width of three to four (3 to 4) meters minimum and shall be landscaped in accordance with the requirements of the Town. Provisions are to be determined prior to submission of Engineering detailed drawings.

Walkways may be considered part of the Land for Public Purposes dedication. Pedestrian walkways and trails shall provide connectivity with the Town’s linear trails system where required and shall be determined during the tentative subdivision plan approval stage.

Pedestrian walkways and trails are to be constructed by the developer during the below ground phase of construction.

Pedestrian walkways may be required at the end of cul-de-sacs to allow for shorter walking distances to destinations or connection to the Town’s trail system.

1.8. LAND FOR PUBLIC PURPOSES

- As a condition of approval of a subdivision plan, land in the amount of 10 percent (10%) 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.

- Council may require, in lieu of the ten percent (10%) requirement, a sum of money to be paid to the Municipality in the amount of eight percent (8%) of the market value of the land in the subdivision at the time of submission for approval.
- Market value for calculation of cash-in-lieu of land for Public Purposes will be determined by the Town of Shediac. 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.
- With the consent of Owner and the Town, Land for Public Purposes dedication may be made in an area of the Town other than the area proposed to be subdivided.
- The Developer or the Town may consider a combination of part land and part cash-in-lieu, provided the aggregate value shall not be less than that provided in the Town of Shediac Subdivision By-law.
- 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.
- Where the intended use of Land for Public Purposes is a linear trail such land shall have a minimum width of 8 meters, except where existing conditions do not permit.
- 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 Town of Shediac Standard Municipal Specifications and shall form part of the Subdivision Agreement.

1.9. SUBDIVISION PLAN APPROVAL

- 1.9.1. An application for final approval of a subdivision plan shall be submitted to the Development Officer within one 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 82 of the Act.
- 1.9.2. 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.
- 1.9.3. The Applicant shall submit to the Development Office four (4) paper copies marked Final Subdivision Plan for review and approval.
- 1.9.4. The Subdivision Plan shall be in accordance with the approved Tentative Subdivision Plan and comply with requirements set out in Section 84(3) of the Act.
- 1.9.5. 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 outline 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.



1.10. 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, including adjacent Owner where applicable (e.g. turnaround on adjacent land).
- At the discretion of the Town Engineer, full security may be accepted in order to permit registration of lots prior to Substantial Completion or Provisional Acceptance.
- The Subdivision and Drainage Agreements has been executed between the Applicants and the Town, and the Drainage Agreement has been registered in the Registry Office.
- The Town is in receipt of satisfactory proof of insurance, and all other required documents such as:
 - o Certificate(s) of Registered Ownership of the property comprising the subdivision and solicitor's undertaking when applicable
 - o Security acceptable to the Town
 - o signed Drainage Agreement including a cheque payable to Service New Brunswick to cover the full cost of registration of the Drainage Agreement and Plan.
- The Utility Companies (i.e. NB Power, Aliant) has reviewed and signed the subdivision plan
- The Engineering Department and the Greater Shediac Sewerage Commission have approved the subdivision plan and received the Certificate of Substantial Completion or Provisional Acceptance has been issued and the Town is in receipt of all required securities for the remaining works in the subdivision.
- The Town Clerk has assented to the Subdivision Plan.

SECTION 2

**SUBDIVISION CONSTRUCTION
STANDARDS & GUIDELINES**

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



2. SUBDIVISION CONSTRUCTION – STANDARDS & GUIDELINES

NOTE: The latest edition of the Town of Shediac “Design Criteria Manual” and the “Standard Municipal Specifications” and the “Greater Shediac Sewerage Commission Standard Specifications” shall be strictly adhered to for all design and construction activities.

Construction plans expire after one year from date of issuance or upon adoption of a new Town of Shediac Standard Municipal Specifications or Greater Shediac Sewerage Commission Standard Specifications.

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 Town, whenever the proposed subdivision requires the construction of municipal infrastructure such as sewers, water mains, roads, sidewalks, 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 Town of Shediac Design Criteria Manual and the Standard Municipal Specifications and Greater Shediac Sewerage Commission Standard 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 Town Engineering Department for approval if front lot servicing is being utilized.
- 2.1.4. The Consultant/Engineer shall submit to the Town’s Engineering Department 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.

Once the “Issued for Review” plans and design brief have been accepted by the Town Engineer and the Greater Shediac Sewerage Commission, the Consultant/Engineer shall submit two (2) sets of Issued for Construction engineering detail drawings and Subdivision Grading and Drainage Plans and one (1) Final 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.

The Issued for Construction submission shall also include digital copies of the Final Design Brief in PDF format and digital copies of the Subdivision Grading and Drainage Plan and Construction Drawings in PDF and AutoCAD format.

- 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 Engineering Department 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.

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 Engineering Design, 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 Town Engineer.

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 Town Engineering Department and the Greater Shediac Sewerage Commission.

2.2.4. Details concerning Land for Public Purposes, linear trails, parks, Public open spaces or cash-in-lieu, etc., have been approved by the Town of Shediac.

2.2.5. The Subdivision Agreement has been executed between the Developer and the Town.

2.2.6. Applicable insurances have been submitted and approved by the Town Engineering Department.

2.2.7. Security calculations and amounts have been approved by the Town Engineering Department.

2.2.8. 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.

2.2.9. Environmental concerns and issues have been addressed to the satisfaction of all Provincial and Federal Regulatory Agencies as well as the Town.

2.3. STREETS

2.3.1. CUL-DE-SAC

2.3.1.1. Islands within Cul-de-Sacs will be constructed and landscaped in accordance with Town requirements.

2.3.1.2. Watermains servicing Cul-de-Sacs shall be looped back to the abutting street when feasible and must be sized to meet domestic use water turnover and fire flow coverage requirements.



2.3.1.3. Cul-de-sacs are to be designed and constructed to positively grade from the bulb of the cul-de-sac to the intersecting street.

2.3.1.4. The minimum longitudinal grade of cul-de-sacs is to be 0.8%.

2.3.1.5. One pair of catchbasin inlets must be provided to intercept surface water on the cul-de-sac before it flows onto the intersecting street.

2.3.2. STUB STREETS

In the case of phased development all stub streets for future developments are to be constructed in their entirety including underground infrastructure, curb and gutter, asphalt and sidewalks (if required). This construction shall extend the roadway to the back lot line of corner lots on stub streets and must include a temporary turnaround, unless other arrangements have been made pursuant to section 1.4.3 herein.

2.3.3. STREET DESIGN ELEMENTS

2.3.3.1. 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 Town Engineering Department.

2.3.3.2. SIGHT DISTANCE

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

2.3.3.3. 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.

2.3.3.4. CONSTRUCTION

The construction of all roadway elements shall conform to the details and requirements contained in the Town of Shediac Standard Municipal Specifications. Winter construction from December 1 to March 31 is prohibited unless written approval has been obtained from the Director.

2.3.4. DRIVEWAY ACCESS LOCATIONS

Driveway access locations and widths shall be in compliance with Town 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 Town Engineering Department.

Application for driveway openings must be made in writing to the Town 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.

2.3.5. STREET NAME AND TRAFFIC SIGNS

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

2.3.6. COMPLETE STREET DESIGN

The Town of Shediac is embracing the concept of Complete Streets design. This design approach enhances a safe, attractive, and comfortable access and travel for all users. Pedestrians, bicyclists, motorists and public transport users of all ages and abilities are able to safely and comfortably move along and across neighbourhoods.

In order to achieve complete streets design, the Town Engineer will be requiring that developers add features within the public right-of-way. These additions may include traffic calming initiatives, trail connections, wider sidewalks, etc.

These features will be identified during development review, and the Town Engineering Department will provide guidance and standards on any of the required features.

2.4. MUNICIPAL INFRASTRUCTURE

2.4.1. GENERAL

Subdivisions shall be fully serviced with sanitary and storm sewers, water mains, roadways, including curb & gutter and asphalt, street lighting and sidewalks. Each lot shall be serviced with a storm sewer lateral. 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 Town of Shediac Standard Municipal Specifications and the Greater Shediac Sewerage Commission Standard Specifications and must receive prior approval by the Town Engineering Department before any construction takes place.

2.4.2. DESIGN

Designs shall be in accordance with the Town of Shediac Design Criteria Manual for Municipal Services and the Greater Shediac Sewerage Commission requirements and generally accepted practices, respecting 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. 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 Town of Shediac will accept the average unit bid prices for similar items submitted for recent contracts tendered under the Town's Capital Works Program. Submission of calculations for cost sharing purposes shall be done by the Consultant / Engineer.

2.4.3.1. OVERSIZED PIPING

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

- water mains larger than 200mm in diameter;
- sanitary sewers larger than 300mm in diameter;
- storm sewers larger than 600mm 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 / Developer 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.

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

2.4.3.2. OVERSIZED ROADWAYS

Developers are required to pay 100% of the cost of all roadway construction or necessary improvements with the following exceptions:

Cost sharing for oversized roadways shall apply when approved by Council and where it can be shown that the need for the size increase is to satisfy the traffic needs of adjoining lands not owned by the Development / Developer under consideration and approved by the Town.

Cost sharing for roadways wider than the standard asphalt width of 10.5m indicated in the street classification table, may be considered by the Town for material costs only, including extra excavation, granular sub-base and 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.

The introduction of a turning lane where streets intersect with collector or arterial streets does not qualify for cost-sharing funding.

2.4.4. CURB AND GUTTER

Curb and gutter shall be constructed as per the Town of Shediac Standard Municipal Specifications. The curb shall be barrier type in accordance with the requirement of the street classification. Mountable curb may be used for urban local primary street classification (As per Drawing No. S/D 1A and 1B). Should

curb and gutter be installed and the asphalt not installed until the following year, the Developer will, at his cost, provide additional roadway gravel to the top of the gutter for protection from possible plow damage.

For information: Should the property owner wish to relocate an existing driveway opening it will be done so at their cost. This will include full re-instatement of the curb and sidewalk, where applicable, at the original driveway location as well as the cost of cutting the curb and depressing the sidewalk at the proposed driveway location.

2.4.5.SIDEWALKS AND ASPHALT MULTIPURPOSE TRAILS

The requirement for sidewalks and asphalt multipurpose trails are generally dependent on the Street Classification but will be determined during the Tentative Subdivision Plan review process.

2.4.6.LANDSCAPING

Landscaping shall be installed as per the Town of Shediac 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 Town Engineer.

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.

2.4.7.STREET LIGHTING

2.4.7.1. 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 drawings (S/D 1 to 7). Street lighting may be provided through one of the following means:

- 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.

- 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 Town of Shediac 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 Town by the Developer for spare parts.
- The Town will only accept decorative lighting that meets the requirements and approval of the Town's Public Works and Engineering Department.
- 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 Town 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 Town Engineering Department for the installation of streetlights on the wooden poles at the time of the submission of construction plans for approval.

Following installation and approvals, the Town of Shediac will pay the annual rental fee for the streetlights.

- 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.
- Following issuance of the Certificate of Provisional Acceptance that includes the electrical infrastructure work, the Town Engineering Department shall request and authorize the installation of concrete poles with street lights or street lights on wooden poles, following which the Town will pay rent on an annual basis.
- 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.
- Electrical infrastructure including underground wiring and poles (concrete or decorative) shall be shown on the final as-built drawings and two (2) complete as-built drawings shall be submitted to the Town of Shediac.

2.4.8.PUBLIC UTILITY SERVICES

- 2.4.8.1. 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.

2.4.8.2. Each lot in a subdivision is to be separately serviced with electrical power, phone and cable.

2.4.8.3. Encroachment across adjacent lots is only permitted if no other option is available, and will require adjacent owner's consent.

Widths of public utility easements where required are to be determined by the utility organization and shown on the final subdivision plan.

2.5. POSTAL DELIVERY – COMMUNITY MAILBOXES

2.5.1. 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.

2.5.2. 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.

2.5.3. The Postal Delivery Standards Manual is available free of charge by contacting Canada Post, Delivery Planning.

2.5.4. Community Mailboxes will be installed in the Public road right-of-way. 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.

2.5.5. 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.

2.5.6. Each Community Mailbox location is chosen by the Mail Delivery Planner after consultation with the Developer and Town Engineering Department staff.

2.5.7. 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.

2.5.8. Community Mailboxes are not to be located adjacent to curb lanes that have "no stopping or no parking zones".

2.5.9. The location of community mailboxes is to be shown on the Subdivision Grading and Drainage Plan.

2.5.10. Where community mailboxes are installed facing the street roadway, a depression in the curb must be created to allow for wheelchair access.

2.6. DRAINAGE

2.6.1. SUBDIVISION GRADING AND DRAINAGE PLAN

A Subdivision Grading and Drainage Plan shall be a requirement for subdivision approval. The Subdivision Grading and Drainage Plan will be filed with the Drainage Agreement and will constitute an encumbrance against each individual lot. 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.

2.6.2. 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.
- Existing and proposed landscaping features on each lot including driveways, parking lots and grassed areas.
- Proposed finished grade elevations at the following locations:
 - Center line of street @ 20m intervals;
 - Center line of drainage swales;
 - Top of drainage swales
 - Corner of all lots, easements and walkways;
 - Proposed top of foundation wall elevations;
 - Proposed minimum basement floor elevations;
 - Proposed minimum garage floor elevation;
 - Existing top of foundation wall and critical elevations of buildings on adjoining properties;
 - Existing drainage features, up to foundation walls on adjoining lots



- Hydrant locations complete with geodetic elevations (Top of nut) for drainage plan registration
- 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.
- Major drains that run between lots shall be contained within an MSE. The Town reserves the right to require the Developer, at his cost, to install a fence along the edge of the MSE to prevent encroachment into the major drain.

2.6.2.1. 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 surrounding area. 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.

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

2.6.2.3. 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.

2.6.2.4. Show all proposed private catch basins, leads and connections to the municipal storm drainage system. All lots draining into a private catch basin shall be identified on the Drainage Plan. For instance, they can be identified in the Notes section of the Plan, or they can be inserted at the CB location notation on the plan, provided there is sufficient space to identify them there. All private catch basins and leads must be contained within a drainage encumbrance. The private encumbrance will be in favor of all lots tributary to the catch basin and lead contained within the drainage encumbrance.

2.6.2.5. The Subdivision Drainage Plan must recognize the anticipated phasing of each street. Each phase of construction must function on its own and must not rely on future phasing or future construction.

2.6.3.DRAINAGE SWALES - MINIMUM GRADES AND DIMENSIONS

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

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

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

- 2.6.3.4. All rear-yard and side-yard drainage swales shall be designed to convey the 100^{+20%} year storm event. 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 four thousand (4,000) square meters. Stormwater runoff intercepted by a catchbasin must be limited to the 5-year storm event by provision of an inlet control device (ICD). Stormwater runoff not intercepted by the catchbasin must be allowed to bypass the catchbasin and be further conveyed by a rear-yard, or side-yard drainage swale. All drainage swales shall be designed to overflow once the design flow has been exceeded. Design flow for the minor system shall be calculated on a five (5) year return frequency. Design flows for swales are to meet 100 year^{+20%} return frequency.
- 2.6.3.5. Minimum swale depth to be 100mm with a 150mm wide bottom. The side slopes shall be 3H:1V or flatter.
- 2.6.3.6. Minimum major swale depth to be 150mm. Maximum major swale depth to be 600mm. The side slopes shall be 3H:1V or flatter.
- 2.6.3.7. 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.

2.6.4. LOT GRADING AND DRAINAGE PLAN REQUIREMENTS

- Yard surfaces shall have a minimum slope of two (2%).
- Drainage flows shall be directed away from buildings.
- Drainage flows that are carried around buildings are to be confined in defined swales located as far from the building as possible.
- Minimum swale depth to be 300 mm. Maximum swale depth to be variable, but dependent on location and safety considerations.

2.7. EROSION AND SEDIMENT CONTROL

Built-up sediment and other debris in catch basins should be cleaned out and disposed of properly on a regular basis with the frequency depending on the sediment loading that is occurring on site. Ripped or otherwise damaged catch basin inserts must be replaced immediately.

The right-of-way shall be kept clean and no mud or debris shall be tracked off-site.

All dewatering done at the construction site must be treated to remove sediment prior to discharging into the environment.

All stormwater management systems, including but not limited to, swales, detention ponds and ditches, shall be permanently stabilized with seed as per the Town of Shediac Standard Municipal Specifications and Design Criteria Manual.



Weather forecasts shall be monitored and prior, during, and after rainfall events the entire site shall be inspected for erosion and sediment control deficiencies, and any deficiencies immediately addressed.

All grubblings from clearing operations shall be removed within four weeks of first cutting.

2.8. STORMWATER DETENTION AREAS

New developments shall comply with the Town's latest edition of the "Design Criteria Manual for Municipal Services". The need for quantity control is required; the peak post-development flows should not exceed the pre-development flows for all storms up to the major drainage system design. Meeting the "zero net increase", pre-development = post-development flows shall be applied to new developments.

2.9. CONNECTION TO WATER SYSTEM

The Contractor is to make all arrangements at least one full working day prior to connecting or locating existing water mains. As per Town of Shediac Standard Municipal Specifications, Water Distribution System section, **at no time shall the Contractor operate existing water valves.**

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.

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 Town Engineer by the Consultant / Engineer.

The agreement, as a minimum, will provide for the following “Resident Services”:

- 3.1.1. Conduct detailed inspection of construction sufficient to ensure that the construction carried out by the Contractor is in conformance with the plans and specifications.
- 3.1.2. Provide **qualified** resident personnel, acceptable to and approved by the Town, at the project site, to carry out the services as specified immediately below:
 - Inspect all pipes 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.
 - 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.
 - Provide the Town with Daily Inspection Reports on the project status.
 - Obtain the property owner sign-off for restoration on all portions of adjacent property affected by the construction works by the Contractor. Property owner sign-offs must be obtained prior to issuance of the Certificate of Provisional Acceptance. Where the property owner sign-off is not available, the Consultant shall detail the reasons and provide a recommendation to the Town.
 - 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.
 - 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.

- 3.1.3. Provide advance notice, in consultation with the Town, 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 the start date to permit preparation for the disruption.
- 3.1.4. Enforce the Contractor's conformance with the *Town of Shediac Standard Municipal Specifications* and the *Greater Shediac Sewerage Commission Standard 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.
- 3.1.5. Compile manufacturer's technical data for all electric / mechanical equipment and prepare an operation and maintenance manual, which details instructions for individual components, as well as for overall system operation (if applicable). Arrange training for Town staff as required.
- 3.1.6. React promptly, responsibly, sensitively to the reasonable requests and complaints of citizens regarding the conduct of the project, acting in the interest of the Town.
- 3.1.7. Arrange for and carry out the testing of materials utilized by the Contractor to ensure conformance with the Town Standard Municipal Specifications and the Greater Shediac Sewerage Commission Standard Specifications.
- 3.1.8. Report promptly to the Town upon any significant and unusual circumstances.
- 3.1.9. Arrange promptly for and take part in a detailed interim inspection of the project with the Contractor and Town before the water main commissioning and a final inspection of the project with the Town and any subsequent deficiency inspections required and provide to the Town in written form an appropriate recommendation of acceptance of the constructed or partially constructed project and a list of any remaining deficiencies.
- 3.1.10. Provide to the Town a duly executed Certificate of Acceptance either Provisional or Final of the constructed or partially constructed project to permit the release of securities in accordance with the terms of the Subdivision Agreement.
- 3.1.11. Prepare and submit to the Town the record (as-built drawings) for the development in accordance with these Subdivision Development Procedures, Standards and Guidelines.
- 3.1.12. Provide inspection services at the beginning and end of the maintenance guarantee period of the contract, and follow-up services to see that deficiencies are corrected.

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 Town of Shediac Standard Municipal Specifications accepted standards and procedures. Copies of all test results must be submitted to the Town Engineering Department.

The Town reserves the right to require additional testing to be carried out. The cost of which will be paid for by the Town if the results indicate the item being tested meets Town 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 in the Town Standard Municipal Specifications.

3.3. WARRANTY AND MAINTENANCE PERIOD

The Warranty and Maintenance Period shall commence on the date stated in the "Certificate of Substantial Performance" and remains in effect for a minimum of twelve (12) 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 Town of Shediac will not undertake snow clearing operations until issuance of the Certificate of Substantial Completion. Following issuance of this Certificate and until concrete curb and gutter and asphalt have been installed, the Town 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.

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 Town of Shediac. 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 Town 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 Town 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.

The Developer shall provide the necessary insurance and securities as stipulated in the Subdivision Agreement. These instruments must be automatically renewed as required and remain in effect until completion and Final Acceptance of all works as stipulated in Schedule "A". Reductions may be permitted after acceptance of the Certificate of Provisional Acceptance for the Above Ground Phase of construction. The developer shall also provide a warranty security equal to fifteen percent (15%) of the amount of Aboveground work security and will be kept for one (1) year or upon acceptance of the Certificate of Final Acceptance for Above Ground work, whichever is the longer.

3.4. CERTIFICATE OF UNDERGROUND SUBSTANTIAL COMPLETION

A Certificate of Underground Substantial Completion may be issued to facilitate the registration of a Subdivision Plan. The intent is to allow a Developer to proceed with registration in instances where the majority of construction work has been completed, and deficiencies and final clean up cannot be completed due to on-site working conditions brought on by inclement weather or the onset of winter.



In order for consideration of the Certificate of Underground Substantial Completion to be issued the following major works must be completed, the installation of sanitary and storm sewer mains, water mains and their appurtenances, all roadbed gravels and major drain swales.

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 and the appropriate inspection.

Prior to issuance of the Certificate of Underground Substantial Completion, a determination will 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 Underground Substantial Completion will only be considered upon written request from the Developer and is subject to the approval by the Town Engineering Department.

3.5. CERTIFICATE OF PROVISIONAL ACCEPTANCE BELOW-GROUND

Prior to scheduling a Provisional Inspection, the Developer or Consultant/Engineer shall:

- (a) Submit Record Drawings for review and acceptance. These drawings must show all work that was undertaken and constructed.
- (b) Have all rear yard Catch Basins cleaned, preferably by means of vacuum.
- (c) Have all appropriate swales and property corners staked out in the field with the appropriate design grades.

Upon review and acceptance of the Record Drawings and notification of the above items being complete an on-site inspection involving all required Town Staff together with the Developer and/or Consultant/Engineer will be scheduled.

Inspections will not be conducted when there is snow on the ground.

A list of any noted deficiencies will be prepared and the Developer shall then have the deficiencies remedied promptly following which Town of Shediac 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 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.

The following items will not be considered as a deficiency:

- Hydrant elevation adjustment, any hydrant elevation adjustments must be completed prior to lot registration

The commencement of the twelve (12) month Warranty and Maintenance Period shall be indicated on the Certificate of Provisional Acceptance.

Following completion of all construction and deficiencies, the Developer or Consultant / Engineer shall advise the Town Engineering Department in writing that the work has been completed. Within ten (10)



working days following receipt of this letter, a complete on-site inspection involving all required Town staff and Greater Shediac Sewerage Commission 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. When all deficiencies identified by the inspection have been satisfactorily corrected, the Department of Engineering shall declare the work acceptable for public use and shall issue the Certificate of Provisional Acceptance that has been prepared by the Consultant / Engineer.

The commencement of the twelve (12) months Warranty and Maintenance Period shall be indicated on the Certificate of Provisional Acceptance for the underground work.

A Subdivision Drainage Agreement between the Town and the Developer shall be completed and registered.

A statutory Declarations in a form acceptable to the Town must be signed and furnished by both the Developer and Contractor pertaining to payment for materials and services relating to this agreement and must be forwarded to the Department of Engineering prior to the issuance of the Certificate of Provisional Acceptance.

3.6. CERTIFICATE OF PROVISIONAL ACCEPTANCE ABOVE-GROUND

Following completion of all construction and deficiencies, the Developer or Consultant / Engineer shall advise the Town Engineering Department in writing that the work has been completed. Within ten (10) working days following receipt of this letter, a complete on-site inspection involving all required Town staff and Greater Shediac Sewerage Commission 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. When all deficiencies identified by the inspection have been satisfactorily corrected, the Department of Engineering shall declare the work acceptable for public use and shall issue the Certificate of Provisional Acceptance that has been prepared by the Consultant / Engineer.

The commencement of the twelve (12) months Warranty and Maintenance Period shall be indicated on the Certificate of Provisional Acceptance for the above-ground.

A statutory Declarations in a form acceptable to the Town must be signed and furnished by both the Developer and Contractor pertaining to payment for materials and services relating to this agreement and must be forwarded to the Department of Engineering prior to the issuance of the Certificate of Provisional Acceptance.

3.7. CERTIFICATE OF FINAL ACCEPTANCE

Twelve (12) months after the date stated in the Certificate of provisional Acceptance (above-ground), 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, Town of Shediac staff shall make arrangements for the final inspection of the works with appropriate Town 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 Town of Shediac whatsoever with respect to the Subdivision Agreement.

Any monies or securities held by the Town shall be released at the time of issuance of the Certificate of Final Acceptance, less any charges, fees, penalties or outstanding invoices pertaining to the development.

The Warranty and Maintenance Period will be ended and the Town of Shediac will accept full responsibility for the ongoing operation and maintenance.

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

3.8. 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 Town personnel, the cost for any and all subsequent inspections involving Town 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 three (3) on-site inspections requiring participation of various Town staff.

3.9. RECORD DRAWINGS

Following completion of all underground and above ground construction and deficiencies, the Developer or Consultant / Engineer shall submit Record Drawings for acceptance. These drawings must show all work that was undertaken and facilities that were installed and constructed. Record Drawings must be submitted in the following format:

- One complete set, in paper copy, for review (following review the marked up paper copies will be returned if changes, amendments or corrections are required)
- One complete set in PDF and AutoCAD format.

APPENDICES

- A) Application for Subdivision approval
- B) Environmental Issues Checklist
- C) Subdivision Development Agreement
- D) Drainage Agreement
- E) Certificate of Substantial Completion
- F) Certificate of Provisional Acceptance
- G) Certificate of Final Acceptance
- H) Section 84(3) Community Planning Act, 2017
- I) Statutory Declaration
- J) New Brunswick Work Area Traffic Control Manual, Urban Work Areas

NOTE: **The forms provided are examples in effect as of the date of approval of this document. 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"
APPLICATION FOR SUBDIVISION APPROVAL

SOUTHEAST REGIONAL SERVICES COMMISSION
COMMISSION DE SERVICES RÉGIONAUX DU SUD-EST

APPLICATION FOR SUBDIVISION APPROVAL /
DEMANDE D'APPROBATION DE SUBDIVISION
APPLICATION FOR SUBDIVISION APPROVAL

APPENDIX "A"
APPLICATION FOR SUBDIVISION APPROVAL

SOUTHEAST
Regional Service Commission
Commission de services régionaux
SUDEST

APPLICATION FOR SUBDIVISION APPROVAL / DEMANDE D'APPROBATION DE SUBDIVISION

File No /
Fichier : _____ (FOR OFFICE USE ONLY)

- Tentative Plan / Plan Provisoire
 Final Plan / Plan Final

Date Submitted /
Date Soumis: _____ Survey Company /
Arpenteur: _____

Name of Subdivision /
Nom de Subdivision: _____

APPLICANT INFORMATION / RENSEIGNEMENT DU PROPOSANT

Owner's Name / Nom du Proposant: _____

Surveyor's Name / Nom du Arpenteur: _____

Full Mailing Address / Adresse Postale Complète

Full Mailing Address / Adresse Postale Complète

If company name provide names of signing officers /
En Cas de nom d'entreprise, fournir les noms des signataires

Contact Name & Number /
Nom et Numéro de Contact: _____

LAND INFORMATION / INFORMATION DU TERRAIN

Location / Localisation:

Street Address/ Nom de Rue: _____

Community _____

County _____

Applicant's Signature /
Signature du Proposant: X _____

Subdivision Details /
Détails de lotissement

New streets / nouvelles rues

Yes / Oui No / Non

Land for public purposes /
Terres à des fins publiques

Yes / Oui No / Non

Number of lots /
Nombre de lots : _____

ab 6/94

Beaubassin
815 A, rue Bombardier St. Rte 15/ sortie/exit 37
Shediac, N.B., E4P 1H9
Tél: 506-533-3637 Téléc: 506-533-3639

Tantramar
131H Main Street
Sackville, NB., E4L 4B2
Tel: 506-364-4701 Fax: 506-364-4714

Westmorland Albert Planning Area
1222, rue Main Street, 4th floor, Unit/Unité 4000
Moncton, NB, E1C 1H6
Tel: 506-382-5386 Fax: 506-382-3651

APPENDIX "B"
ENVIRONMENTAL ISSUES CHECKLIST
ENVIRONMENTAL ISSUES CHECKLIST

Does the area encompassed by the Tentative Subdivision Plan:

- | | | | |
|--|------------------------------|-----------------------------|----------------------------------|
| • Contain any natural watercourse | Yes <input type="checkbox"/> | No <input type="checkbox"/> | Unknown <input type="checkbox"/> |
| • Contain any wetlands | Yes <input type="checkbox"/> | No <input type="checkbox"/> | Unknown <input type="checkbox"/> |
| • Contain any archaeological sites | Yes <input type="checkbox"/> | No <input type="checkbox"/> | Unknown <input type="checkbox"/> |
| • Contain any endangered species | Yes <input type="checkbox"/> | No <input type="checkbox"/> | Unknown <input type="checkbox"/> |
| • Contain any contaminated / impacted soil | Yes <input type="checkbox"/> | No <input type="checkbox"/> | Unknown <input type="checkbox"/> |
| • Contain an existing well and/or septic field | Yes <input type="checkbox"/> | No <input type="checkbox"/> | Unknown <input type="checkbox"/> |

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 Department of Engineering.

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

Federal Legislation

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

DATE: _____ SIGNED: _____

Consultant / Engineer

APPENDIX "C"
SUBDIVISION DEVELOPMENT AGREEMENT

SUBDIVISION AGREEMENT NO. _____ PID(s): _____

Subdivision Name _____ Unit _____ Phase _____

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

BETWEEN: **THE TOWN OF SHEDIAC, 290 Main Street, Shediac, NB, E4P 2E3**, duly and regularly incorporated under the laws of the Province of New Brunswick, hereinafter called the "**TOWN**",

Of the First Part;

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 must enter into an agreement with the Town for the provision of streets, water and sewer lines or other services required by the Subdivision By-law; and

WHEREAS by resolution of the Town Council of the Town of Shediac meeting of _____, the said Council did authorize that the service mentioned and set out in Schedule "A", hereunto annexed, be performed and provided by the Developer and the Town (the said services being hereinafter referred to as "the work"), the location of services shown on Schedule "B", under the terms and conditions set forth herein, and that this Agreement be executed by and on behalf of the Town by its proper signing officers, duly authorized in that behalf.

NOW THEREFORE THIS AGREEMENT WITNESSETH that the parties hereto mutually covenant and agree as follows:

1. Security

Prior to filing of the Subdivision Plan relating to this Agreement, the Developer shall:

1.1. Provide, as a guarantee of faithful performance and execution of this Agreement, and payment thereof, estimated to be \$_____, (including a ten percent (10%) engineering fee and applicable taxes), security acceptable to the Town equal to the total value, as submitted by the Consultant, of the outstanding work to complete the project. Security shall remain in effect as outlined in Section 10 of this Agreement. Under this paragraph, the Developer covenants and agrees that service laterals will not be connected to any structure until all testing and disinfection of the underground utilities have been completed, and the work has been Provisionally Accepted by the Town;

OR

1.2. Withhold registration of the Subdivision Plan relating to this Agreement until issuance of the Certificate of Provisional Acceptance of Items 1 to 6 inclusive of Schedule "A" and approval by the Town Engineer. The Developer shall provide to the Town acknowledgement in writing to this effect and provide security from a recognized financial institution, acceptable to the Town, in the amount of \$_____(including a ten percent (10%) engineering fee and applicable taxes), representing the total estimated cost, as supplied by the

APPENDIX "C"
SUBDIVISION DEVELOPMENT AGREEMENT

Developer, of concrete curb and gutter, asphalt concrete pavement, concrete sidewalks (if applicable), landscaping / topsoil and record drawings, being the work as outlined in Items 7 to 10 inclusive, as listed in Schedule "A". This security shall remain in effect and be held by the Towy until all work has been completed and the final construction costs have been determined and paid in full by the Developer.

2. Insurance

2.1. Prior to commencement of any work, the Developer shall provide a copy of the Contractor's comprehensive general liability insurance policy, satisfactory to the Town to indemnify, save harmless and defend the Town, its officers or agents, from all suits, or actions arising out of or in connection with the work, whether such actions are brought by members of the public, or persons employed on the works. The Developer and Contractor shall assume all liability for and give to the Town complete indemnity against all such suits or actions. The required comprehensive general liability insurance shall be for an inclusive limit of not less than two million dollars (\$2,000,000.00) for each occurrence.

2.2. All insurance shall remain in effect until issuance of the Certificate of Final Acceptance.

3. Performance of Work

3.1. The Developer will perform, provide and install upon the lands mentioned and shown on Schedule "B" the work as listed in Schedule "A", attached hereto, and as designed by _____, referred to as the "Consultant", in accordance with the Town of Shediac "Design Criteria Manual for Municipal Services", "Standard Municipal Specifications" and the "Subdivision Development Procedures, Standards & Guidelines", in effect at the time of signing this Agreement and approved by the Town Engineer.

3.2. The Developer agrees to provide constant full-time on site supervision by the Consultant at all times when construction is in progress. If at any time, on site supervision is found to be inadequate, the Town Engineer may stop the work until adequate supervision is present. Any works installed without the required full-time inspector or which fail to pass the required tests, may be removed and replaced or repaired at the Developer's cost.

3.3. The Developer covenants and agrees that should there be a deficiency in or failure to carry out any work or matter required by any provision of this Agreement, and the Developer fails to comply within 48 hours of being given written notice with a direction to carry out such work or matter, the Town may draw on the security and enter onto the lands and complete all outstanding works or matters and pay all costs and expenses incurred thereby from the proceeds so drawn.

3.4. In the event that the Developer fails to keep any of the works in a proper state of repair until issuance of the Certificate of Final Acceptance, the Town may upon 48 hours notice, enter upon the lands and make such repairs as are necessary and the Developer shall forthwith upon demand pay to the Town the cost thereof. If the Developer fails to make the payment as demanded by the Town, the Town shall be entitled to draw upon any security filed pursuant to this Agreement.

3.5. Prior to Provisional and Final Acceptance, the Town will require Statutory Declarations as evidence of payment of all people involved with the work: the Consultant, the Contractor, and all persons who have been employed upon the work or who have furnished equipment or materials.

4. Certificate of Substantial Completion

4.1. A Certificate of Underground Substantial Completion may be issued to facilitate the registration of a Subdivision Plan. The intent is to allow a Developer to proceed with registration in instances where the majority of construction work has been finished; however, deficiencies and final clean-up cannot be completed due to the on-site working conditions brought on by inclement weather and/or the onset of winter.

APPENDIX “C”
SUBDIVISION DEVELOPMENT AGREEMENT

4.2. The issuance of the Certificate of Underground Substantial Completion will only be entertained upon request from the Developer, through their Consultant, and is subject to the approval of the Town Engineer. The issuance of this certificate does not establish the commencement date of the Warranty Period, nor does it replace the need for the issuance of the Certificate of Provisional Acceptance.

4.3. Prior to the issuance of the Certificate of Underground Substantial Completion, an estimate shall be completed by the Consultant, on behalf of the Developer, of the value of outstanding work and/or deficiencies. The estimate so provided will be subject to verification by and acceptance of the Town Engineer. Security requirements in this instance will be in accordance with Paragraph 1 of this Agreement.

5. Certificate of Provisional Acceptance

5.1. When sufficient work has been completed to be Provisionally Accepted by the Town, the Developer shall advise the Town Engineer that the work is ready for testing and request that the “initial inspection” be carried out with the appropriate Town staff, Consultant, Contractor and Developer, to determine the acceptability of the work. The cost for such inspections (including video sewer inspections) and any testing required by the Town in order to determine the acceptability of the work shall be borne by the Developer. In the event that the work is found to be deficient or unacceptable, a complete list of all deficiencies shall be compiled by the Consultant on behalf of the Developer, and shall be attached to and become part of the Certificate of Provisional Acceptance. The Developer shall cause the necessary work to be undertaken immediately to correct all deficiencies noted, and render the work acceptable to the Town Engineer.

5.2. When all deficiencies identified by inspection have been satisfactorily corrected, the Town Engineer shall declare the work acceptable for public use and shall issue the Certificate of Provisional Acceptance.

5.3. A “Statutory Declaration”, in a form acceptable to the Town, shall be signed and provided by the Developer, and the Contractor if a party to this Agreement, pertaining to payment for materials and services relating to this Agreement and shall be forwarded to the Town Engineer as part of the Certificate of Provisional Acceptance and Certificate of Final Acceptance.

6. Warranty and Maintenance Period

6.1. The Warranty and Maintenance Period shall commence on the date stated in the “Certificate of Provisional Acceptance, above-ground” and remains in effect for a minimum of one (1) year and until issuance of the “Certificate of Final Acceptance”, whichever is greater. During the Warranty and Maintenance Period, the Developer, at their own cost, shall inspect regularly, maintain and uphold the work in a condition satisfactory to the Town Engineer and shall remedy any omissions or defects discovered or appearing in the work during such time.

6.2. Remedial work of a non-emergency nature shall be completed within two (2) weeks after discovery, or receipt of instructions, verbally or in writing.

6.3. Remedial work of an urgent or emergency nature shall be completed immediately upon discovery, or receipt of instructions, either verbal or by written notification from the Town Engineer. Failure to do so due to lack of equipment, material, labour or reasons whatsoever will result in the Town causing the work to be done at the expense of the Developer.

6.4. Following completion of the work identified as (7), (8) and (9) on Schedule ‘A’, the Town will retain 15% of the security amount as a warranty holdback until issuance of the Certificate of Final Acceptance.

7. Certificate of Final Acceptance

7.1. Twelve (12) months after the date of issuance of the “Certificate of Provisional Acceptance above-ground”, the Developer shall advise the Town in writing that the work is ready for final inspection. The Developer

APPENDIX "C"
SUBDIVISION DEVELOPMENT AGREEMENT

shall make arrangements for the final inspection to be carried out with appropriate Town staff, Greater Shediac Sewerage Commission, Consultant, Contractor and Developer. In the event that the work is found to be unacceptable, a complete list of deficiencies shall be compiled by the Consultant on behalf of the Developer. The deficiency list shall be attached to and form part of the Certificate of Final Acceptance.

7.2. The Developer shall immediately correct all deficiencies, defects, omissions, etc., which are identified during the final inspection. When this work has been satisfactorily completed, an updated "Statutory Declaration", in a form acceptable to the Town, shall be signed by the Developer, and the Contractor if a party to this Agreement, pertaining to payment of materials and services relating to this Agreement, and shall then be forwarded to the Town Engineer.

7.3. Upon satisfactory completion of all requirements of this Agreement, including submission of a complete set of final "Record Drawings", receipt of all necessary declarations, forms, correspondences, etc., and completion of all outstanding deficiencies, the Town Engineer shall issue the Certificate of Final Acceptance and shall declare the work acceptable for public use and maintenance by the Town. The Town shall take over and maintain all works constructed under this Agreement on the date of Final Acceptance as stated on the Certificate of Final Acceptance.

7.4. Upon issuance of the "Certificate of Final Acceptance", the Town will release the warranty holdback amount.

8. The Developer Covenants and Agrees:

8.1. That no assignment of this Agreement or any of the rights and duties of the Developer shall be made or will be valid unless the written consent of the Town is first obtained.

8.2. To provide street lighting through one of the following means:

8.2.1. If the subdivision is serviced with electrical power from the rear of the lots, the Developer will install underground wiring, ducts, incidentals, etc., in accordance with NB Power specifications, and subject to their approval.

8.2.2. If the subdivision is serviced with electrical power from the front of the lots, then the Developer will make application to the Town for street lighting to be installed by NB Power.

8.2.3. In the event the Developer wishes to install decorative type street lighting and poles, all designs, materials, work, equipment, methods, etc., shall be approved both by the Town of Shediac and NB Power prior to use or installation. All costs associated with decorative lighting are the responsibility of the Developer.

8.3. That no work shall be commenced until:

8.3.1. The Town Engineer has approved in writing the designs and specifications for the work.

8.3.2. The Developer has provided the Town with one signed copy of the "Environmental Issues Checklist".

8.3.3. That no substantial change will be made to the Tentative Plan shown on Schedule "B", such as increasing or decreasing the area outlined by the heavy black line, the area of streets, future streets or lands for public purposes, the size or number of lots or parcels being created or any significant feature, element or intent of the Tentative Plan. Failure to comply with this requirement shall cause this Agreement to be in default and all work under progress shall immediately cease until a new Agreement is executed, or written approval of the change is granted by the Town Engineer in conjunction with the Regional Services Commission Planning Department.

APPENDIX "C"
SUBDIVISION DEVELOPMENT AGREEMENT

8.3.4. The Developer further agrees to construct all back lot drainage swales as indicated on the approved Subdivision Grading and Drainage Plan, and any other major side lot drainage swales required to adequately drain the subdivision, at the time of street construction. The remaining side lot swales as indicated on the approved Subdivision Grading and Drainage Plan shall be constructed by the Developer or subsequent property owner at the time of landscaping.

8.3.5. The Developer further agrees that if adequate natural drainage cannot be achieved, catch basins shall be installed as required. These basins will remain private, and any property owner, where a basin has been installed onto his property or a portion thereof, will assume responsibility for maintenance; i.e. cleaning the top grill for maximum intake of surface water. Furthermore, any property developer whose property benefits or drains into said basins, as indicated on the approved Subdivision Grading and Drainage Plan, shall be equally responsible for the cost of maintenance and repair of the basins and infrastructure related thereto.

8.3.6. The Developer agrees not to foul any roads within or outside the limits of the subdivision as shown on Schedule "B", and further agrees to be responsible for the clean-up and repair of all public streets, upon which obstructions, mud or dust are created as a result of construction activity in the subdivision, regardless of the person(s) responsible for the obstruction, mud, dust or damage, and to provide the necessary persons and equipment to be available on a reasonable notice at all times to keep such roads clean and that all trucks making deliveries to or taking materials from the subdivision shall be adequately covered and reasonably loaded so as not to scatter refuse, rubbish, or debris on the abutting highways and streets. This shall apply up until such time as the work is completed, inspected, all deficiencies have been corrected and the Certificate of Provisional Acceptance has been issued and accepted by the Town Engineer. If the Owner fails to comply, the Municipality shall be entitled to arrange for the necessary work to be undertaken at the Owner's expense and to draw upon any security provided under this Agreement to the extent necessary to pay such costs in connection therewith.

9. The schedules hereto annexed, and all plans, sketches or other annexures initialed and attached hereto, shall be incorporated into and made part of this Agreement to the same extent, effect and as fully as if each of them was set out and specifically repeated herein.

The schedules forming part of this Agreement are as follows:

Schedule "A" – Description of Work

Schedule "B" – (i) Tentative Plan and/or Subdivision Grading and Drainage Plan

_____Subdivision

(ii) Engineering Plan / Profile Drawings

10. The Developer shall provide the necessary insurance and securities as stipulated in this Agreement. These instruments shall be automatically renewed as required and remain in effect until completion and final acceptance of all works as stipulated in Schedule "A".
11. The Developer covenants and agrees to convey to the Town free of charge, as and when requested by the Town, by good and valuable deed, free from all encumbrances or outstanding charges, the title to all lands over, across or upon which the work will be performed under and by virtue of this Agreement including lands for public purposes. The Town reserves the right to request, at its discretion, a Certificate of Title from the Developer's solicitor; costs of providing same are to be borne by the Developer.
12. If the lands to be subdivided are under Land Titles, the Developer shall provide to the Town his current Certificate of Registered Ownership for said lands. If there are encumbrances shown thereon, other than municipal services easements or joint utility easement, the Developer, prior to registration of the

APPENDIX "C"
SUBDIVISION DEVELOPMENT AGREEMENT

SCHEDULE "A"

DESCRIPTION OF SERVICES AND WORKS

This is Schedule "A" forming part of the Subdivision Development Agreement between the **TOWN OF SHEDIAC** and _____ for _____

Subdivision, Unit _____, Phase _____.

The following services shall constitute "the work" to be performed and provided at the expense of the Developer as hereinbefore described under this Subdivision Agreement.

Location: As shown on Schedule "B" –

- (i) Tentative Plan (portion outlined by heavy line)
_____ Subdivision, Unit No. _____, Phase _____

- (ii) Engineering Plan / Profile Drawings "Issued for Construction", Sheets 1 through _____.
Dated: _____ Revision No. _____.

Services:

- 1. Sanitary sewers and lot services
- 2. Water mains and lot services
- 3. Storm sewers and lot services and major drainage swales and ditches
- 4. Erosion and Sediment Control
- 5. Roadbase construction – granular base
- 6. Underground wiring for street lighting, if required
- 7. Road surface construction – asphalt concrete pavement
- 8. Concrete curb and gutter
- 9. Concrete sidewalk
- 10. Record Drawings

All designs, materials, work, equipment methods, etc., must be in strict compliance with the Town's Standard Municipal Specifications and receive prior approval in writing from the Town Engineer and all other authorities, agencies, departments, etc., that are in any way affected by or have jurisdiction over the work.

Estimated costs (including 15% engineering and applicable taxes)

Asphalt Concrete Paving	\$0.00
Concrete Curb and Gutter	\$0.00
Concrete Sidewalk	\$0.00
Record Drawings	\$2,000.00
TOTAL	\$0.00

A satisfactory guarantee of the total estimated cost of \$0.00 for these services must be deposited with the Town prior to filing of the Subdivision Plan relating to this agreement, in conformance with Paragraph 1 and remain in effect until this work has been completed, accepted and paid in full. This amount will be increased or decreased upon completion of the work based on the actual construction cost.

APPENDIX "D"
DRAINAGE AGREEMENT

DRAINAGE AGREEMENT

Drainage Agreement:

PID(s): _____

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

BETWEEN: **THE TOWN OF SHEDIAC, 290 Main Street, Shediac, NB, E4P 2E3**, duly and regularly incorporated under the laws of the Province of New Brunswick, hereinafter called the "**TOWN**",

Of the First Part;

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 Town for the provision of drainage ditches and swales or other services required by the Subdivision By-law; and

WHEREAS by Resolution of the Town Council of the Town of Shediac, meeting of _____, the said Council did authorize that the subdivision of the lands of the owner, which lands are further described in Subdivision Agreement: _____, be approved, subject to terms, and that this agreement be executed by and on behalf of the Town by its proper signing officers, duly authorized in that behalf.

NOW THEREFORE THIS AGREEMENT WITNESSETH that the parties hereto mutually covenant and agree as follows:

1. The Developer will construct and maintain any and all surface drainage features as shown on the Subdivision Drainage Plan, attached hereto as Schedule "A" and forming part of this agreement. The obligation to construct and maintain such surface drainage features is a continuing obligation, forms an encumbrance against the lands being subdivided and each of the individual lots created thereby, and is binding upon the successors in title to the Developer.
2. In the event that the Developer, or a successor in title, either fails to construct or to maintain any drainage features required herein and shown on the Drainage Plan, attached hereto as Schedule "A", the Town shall give the Developer, or successor in title, ten (10) days to correct the breach. Failure by the Developer, or successor in title to adequately correct the breach, to the satisfaction of the Town, will give the Town the right to proceed upon the property and rectify the breach at the cost of the Developer or successor in title. Sais costs will then become a lien against the property.
3. The Developer further agrees to construct all back lot drainage swales as indicated on the approved Drainage Plan, and any other major side lot drainage swales required to adequately drain the subdivision, at the time of street construction. The remaining side lot swales as indicated on the

APPENDIX "E"
CERTIFICATE OF SUBSTANTIAL COMPLETION

CERTIFICATE OF SUBSTANTIAL COMPLETION
(Subdivision Development)

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

**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 "G" 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 "H" of the Standard Municipal Specifications)
4. A complete inspection of the works, involving all required Town 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: _____
Town of Shediac Project Engineer

Date: _____ Signed: _____
Manager of Engineering

C: Town Engineer
Consultant / Engineer
Developer

APPENDIX "D"
CERTIFICATE OF PROVISIONAL ACCEPTANCE

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 meet Town of Shediac Standard Municipal Specifications and that full time construction inspection was carried out in compliance with Section 3 of the Subdivision Development Procedures, Standards and Guidelines. These works are "Provisionally Accepted" as of the ____ day of _____, 20__ by the Town of Shediac. It is understood that the "warranty and maintenance period" commences as of the date of Provisional Acceptance by the Town Engineer and all contract requirements have been fully met.

Attachments:

Below-Ground Phase

Above-Ground Phase

- ___ Deficiency List
- ___ Sanitary Main & Manhole Leakage Tests
- ___ Sanitary & Storm Videos and Reports
- ___ W/M Pressure & Bacteriological Test Results
- ___ Geotechnical Test Results
- ___ Statutory Declaration from Contractor
- ___ Statutory Declaration from Developer

- ___ Updated Deficiency List
- ___ Geotechnical Test Results
- ___ Statutory Declaration from Contractor
- ___ Statutory Declaration from Developer

APPENDIX "D"
CERTIFICATE OF PROVISIONAL ACCEPTANCE

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

C: Town Engineer
Consultant / Engineer
Developer

APPENDIX "E"
CERTIFICATE OF FINAL ACCEPTANCE

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. A Certificate of Provisional Acceptance was issued on _____.
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 town requirements.
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

APPENDIX "E"
CERTIFICATE OF FINAL ACCEPTANCE

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

Date: _____ Signed: _____
Developer

Date: _____ Signed: _____
Town of Shediac Engineer

C: Town Engineer
Consultant / Engineer
Developer

APPENDIX "F"

Section 84(3) *Community Planning Act, 2017*

A subdivision plan shall set out:

- a) In the title block,
 - i. The name of the subdivision
 - ii. If required by the Development Officer, the name of a street to which the subdivision has access,
 - iii. The local government or parish, and the 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 of the plan;
- d) The distances from, and the relation to, existing survey monuments and markers;
- e) The boundaries of that part of the plan 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 is to 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 vested in the local government 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 of the easement;
- 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) Any such numbers and letters necessary to accurately identify each lot or other parcel of land and, if available, the civic number of the lot or parcel;
- 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 under Paragraph 75(1)(h) or an agreement referred to in Section 131; and
- q) Except in the case of a subdivision plan of land in a local government 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 20,000.

APPENDIX "F"

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

- a) All required works in the subdivision have been completed and the Subdivision Agreement has been executed and registered.
- b) The Drainage Agreement and Drainage Plan have been executed and registered.
- c) The Town Engineer and the Greater Shediac Sewerage Commission has approved the Works and has consented to the subdivision plan.

APPENDIX "G"
STATUTORY DECLARATION

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, OR PERSONS ENTITLED TO A LIEN UNDER THE *MECHANICS LIEN ACT*, HAVE BEEN FULLY PAID AND THAT THERE ARE NO CLAIMS WHATSOEVER AGAINST THE TOWN OF SHEDIAC WITH RESPECT TO THIS SUBDIVISION AGREEMENT.

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.

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)

APPENDIX “J”
NEW BRUNSWICK WORK AREA TRAFFIC CONTROL MANUAL

NEW BRUNSWICK WORK AREA TRAFFIC CONTROL MANUAL

Latest revision of the document can be found on the Government of New Brunswick website.

LIST OF TABLES & DRAWINGS

- Street Classification Tables
- Typical Road Cross Sections
 - Urban Local Minor – ULM Drawing # S/D 1A
 - Urban Local Primary – ULP Drawing # S/D 1B
 - Urban Collector Minor – UCM Drawing # S/D 2
 - Urban Collector Primary – UCP Drawing # S/D 3
 - Urban Arterial Minor – UAM Drawing # S/D 4
 - Urban Arterial Primary – UAP Drawing # S/D 5
 - Industrial Drawing # S/D 6
 - Rural Local Minor – RLM Drawing # S/D 7
- Typical Cul-de-Sac Layout Drawing # S/D 8
- Subdivision Grading and Drainage Plan Drawing # S/D 9
- Lot Drainage Plan Drawing # S/D 10
- Residential Driveway Location Drawing # S/D 11
- Typical Utility Locations – R.O.W. Cross Section Drawing # S/D 12

NOTE

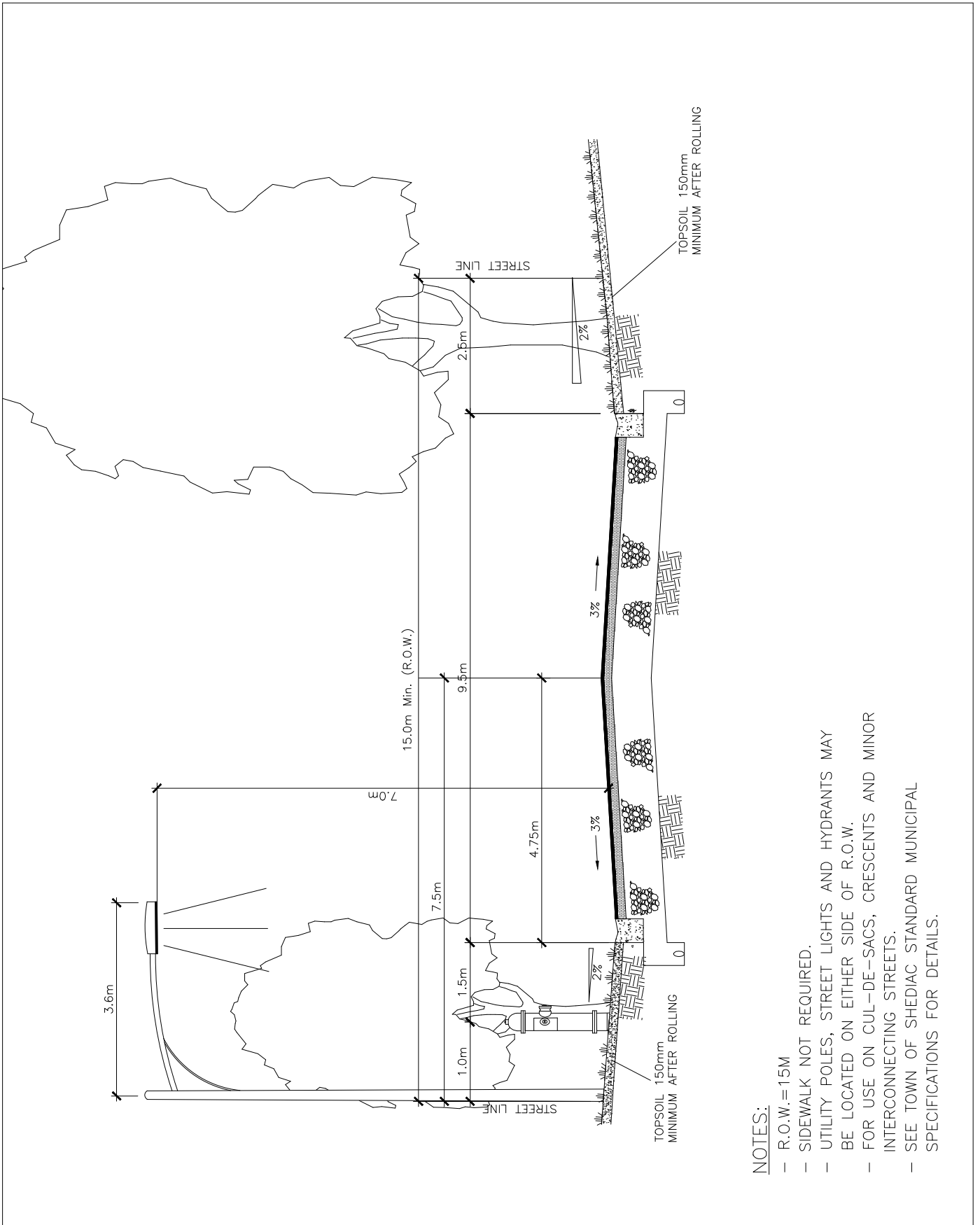
THE TRAFFIC AND DESIGN CHARACTERISTICS LISTED IN THESE TABLES ARE REPRESENTATIVE OF THOSE FOR EACH ROAD CLASSIFICATION BUT ARE NOT TO BE CONSTRUED AS ABSOLUTE. THE CHARISTERISTICS THAT WILL BE APPLIED TO THE VARIOUS STREETS IN A SUBDIVISION WILL BE DETERMINED DURING THE PLAN REVIEW PROCESS.

		TRAFFIC CHARACTERISTICS				DESIGN CHARACTERISTICS				
						Road Width			Sidewalks	
Drawing No.	Road Class	Traffic Service	Land Service	Range of Traffic Vol. AADT	R.O.W. Min. Width	Number of Lanes	Back to Back Curb	Requirement	Width	
S/D 1A	LOCAL MINOR ULM	Traffic movement is a secondary consideration.	Land access is the primary consideration, mostly residential.	Below 500	18 (15 in exceptional cases)	2	9.5	None	0	
S/D 1B	LOCAL PRIMARY ULP	Traffic movement and land access are of equal importance		Below 2000	18	2	9.5	One side	1.8	
S/D 2	COLLECTOR MINOR UCM (ie Sackville, Bellevue, Gallagher, Centennial, Pleasant, Weldon)	Traffic movement is the primary consideration	Land access is a secondary consideration	1000 to 7000	20	2	10	One side	1.8	
S/D 3	COLLECTOR PRIMARY UCP (ie Belliveau, Pascal-Poirier)	Traffic movement is the primary consideration	Land access is a secondary consideration	5000 - 10000	20	2	10	Both sides sidewalk and trail	1.8 + trail	
S/D 4	ARTERIAL MINOR UAM (ie Breaux Bridge, Chesley)	Traffic movement is the primary consideration	Land access is a secondary consideration, parking is usually restricted	7000 and greater	23	2-3	10.5	Both sides sidewalk and trail	1.8 + trail	
S/D 5	ARTERIAL PRIMARY UAP (ie Main Street)	Traffic movement is the primary consideration	Land access is a secondary consideration, parking and loading are usually restricted.	20000 and greater	25	2-4		Both sides	1.8	

URBAN

		TRAFFIC CHARACTERISTICS				DESIGN CHARACTERISTICS				
						Road Width			Sidewalks	
RURAL	Drawing No.	Road Class	Traffic Service	Land Service	Range of Traffic Vol. AADT	R.O.W. Min. Width	Number of Lanes	Shoulder to shoulder	Requirement	Width
	S/D 7	LOCAL RLP	Traffic movement and land access are of equal importance		Not applicable	20	2	10	None	0
	N/A	COLLECTOR RCP	Traffic movement is the primary consideration	Land access is a secondary consideration	Below 2000	20	2	10	None	0
	N/A	ARTERIAL RAP	Traffic movement is the primary consideration	Land access is a secondary consideration	More than 2000	25	2 to 4	13	None	0

		TRAFFIC CHARACTERISTICS				DESIGN CHARACTERISTICS				
						Road Width			Sidewalks	
INDUSTRIAL	Drawing No.	Road Class	Traffic Service	Land Service	Range of Traffic Vol. AADT	R.O.W. Min. Width	Number of Lanes	Back to Back Curb	Requirement	Width
	N/A	LOCAL ILP	Traffic movement and land access are of equal importance		Not applicable	20	2	12	None	0
	S/D 6	COLLECTOR ICP	Traffic movement is the primary consideration	Land access is a secondary consideration	Over 1000	23	2 to 4	13	One side if required	1.8



NOTES:

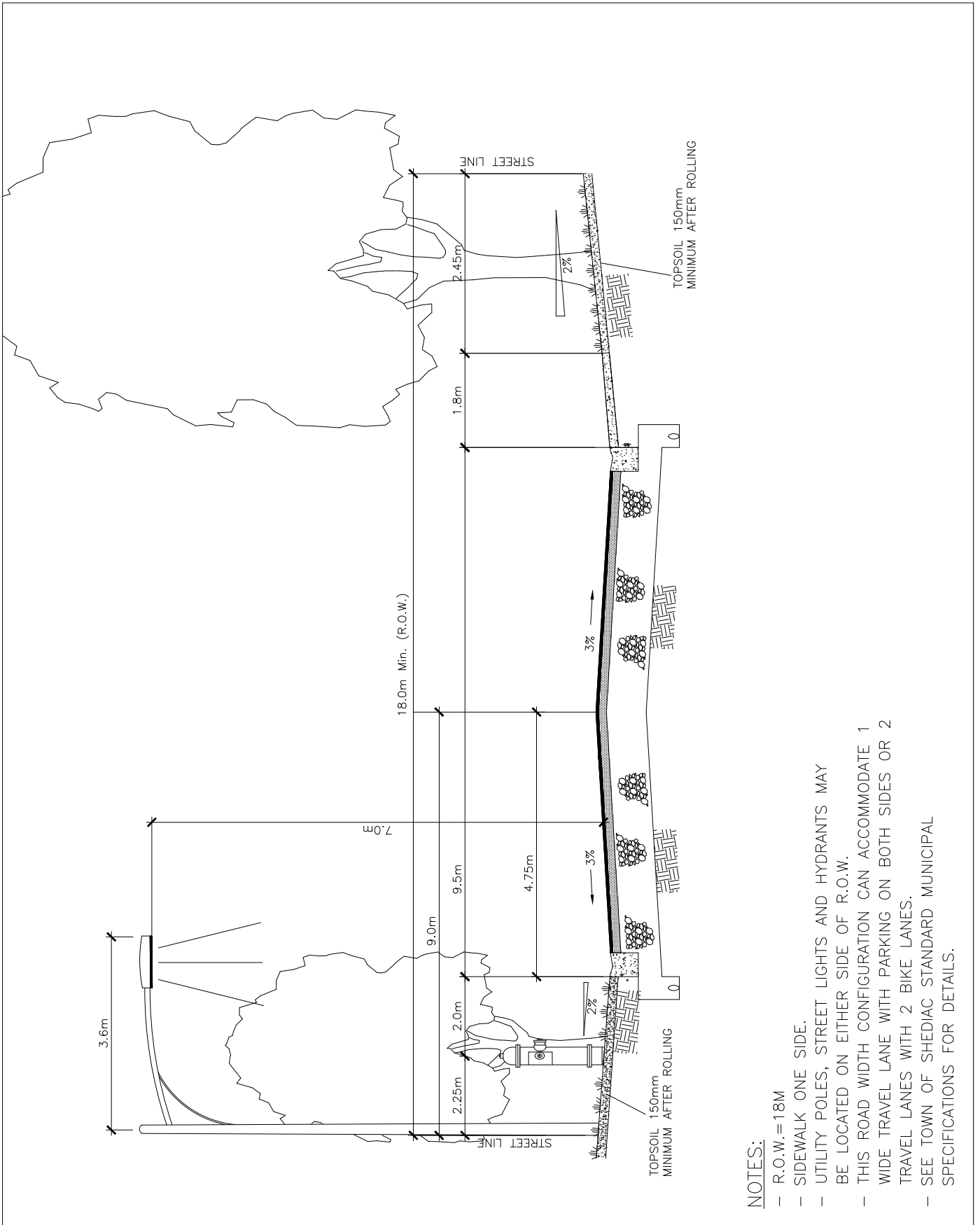
- R.O.W.=15M
- SIDEWALK NOT REQUIRED.
- UTILITY POLES, STREET LIGHTS AND HYDRANTS MAY BE LOCATED ON EITHER SIDE OF R.O.W.
- FOR USE ON CUL-DE-SACS, CRESCENTS AND MINOR INTERCONNECTING STREETS.
- SEE TOWN OF SHEDIAC STANDARD MUNICIPAL SPECIFICATIONS FOR DETAILS.

SCALE: N.T.S.
DECEMBER 2021
DRAWN BY : LRM

URBAN LOCAL MINOR – ULM

TYPICAL ROAD CROSS SECTION

TOWN OF SHEDIAC ENGINEERING SERVICES
DRAWING NO. S/D 1A



NOTES:

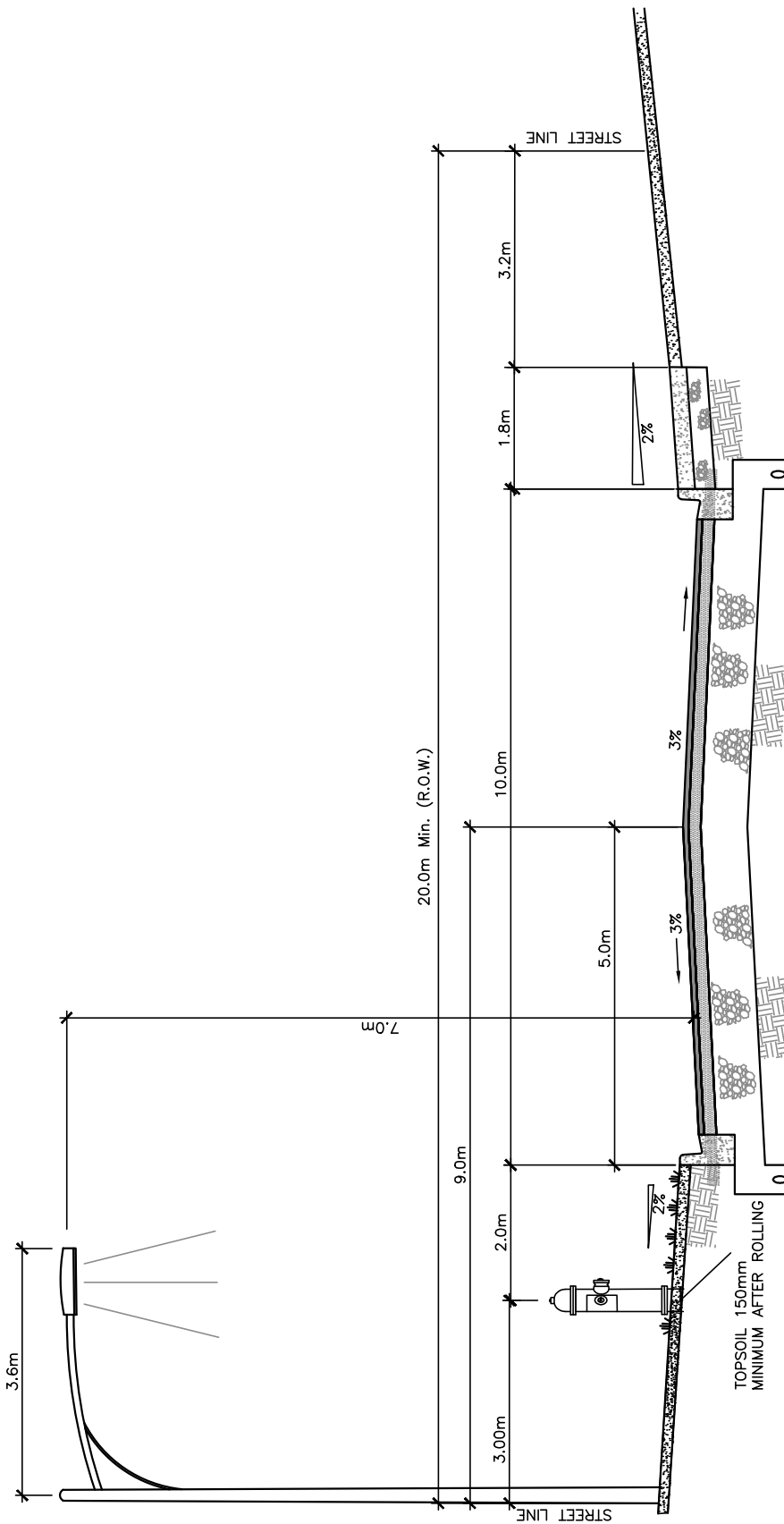
- R.O.W.=18M
- SIDEWALK ONE SIDE.
- UTILITY POLES, STREET LIGHTS AND HYDRANTS MAY BE LOCATED ON EITHER SIDE OF R.O.W.
- THIS ROAD WIDTH CONFIGURATION CAN ACCOMMODATE 1 WIDE TRAVEL LANE WITH PARKING ON BOTH SIDES OR 2 TRAVEL LANES WITH 2 BIKE LANES.
- SEE TOWN OF SHEDIAC STANDARD MUNICIPAL SPECIFICATIONS FOR DETAILS.

SCALE: N.T.S.
DECEMBER 2021
DRAWN BY : LRM

URBAN LOCAL PRIMARY— ULP

TYPICAL ROAD CROSS SECTION

TOWN OF SHEDIAC ENGINEERING SERVICES
DRAWING NO. S/D 1B



NOTES:

- R.O.W.=20m
- SIDEWALK ON ONE SIDE
- BARRIER CURB ONLY
- UTILITY POLES, STREET LIGHTS AND HYDRANTS MAY BE LOCATED ON EITHER SIDE OF R.O.W.
- THIS ROAD WIDTH CONFIGURATION CAN ACCOMMODATE 2 TRAVEL LANES.
- SEE TOWN OF SHEDIAC STANDARD MUNICIPAL SPECIFICATIONS FOR DETAILS.

SCALE: N.T.S.

JUNE 2014

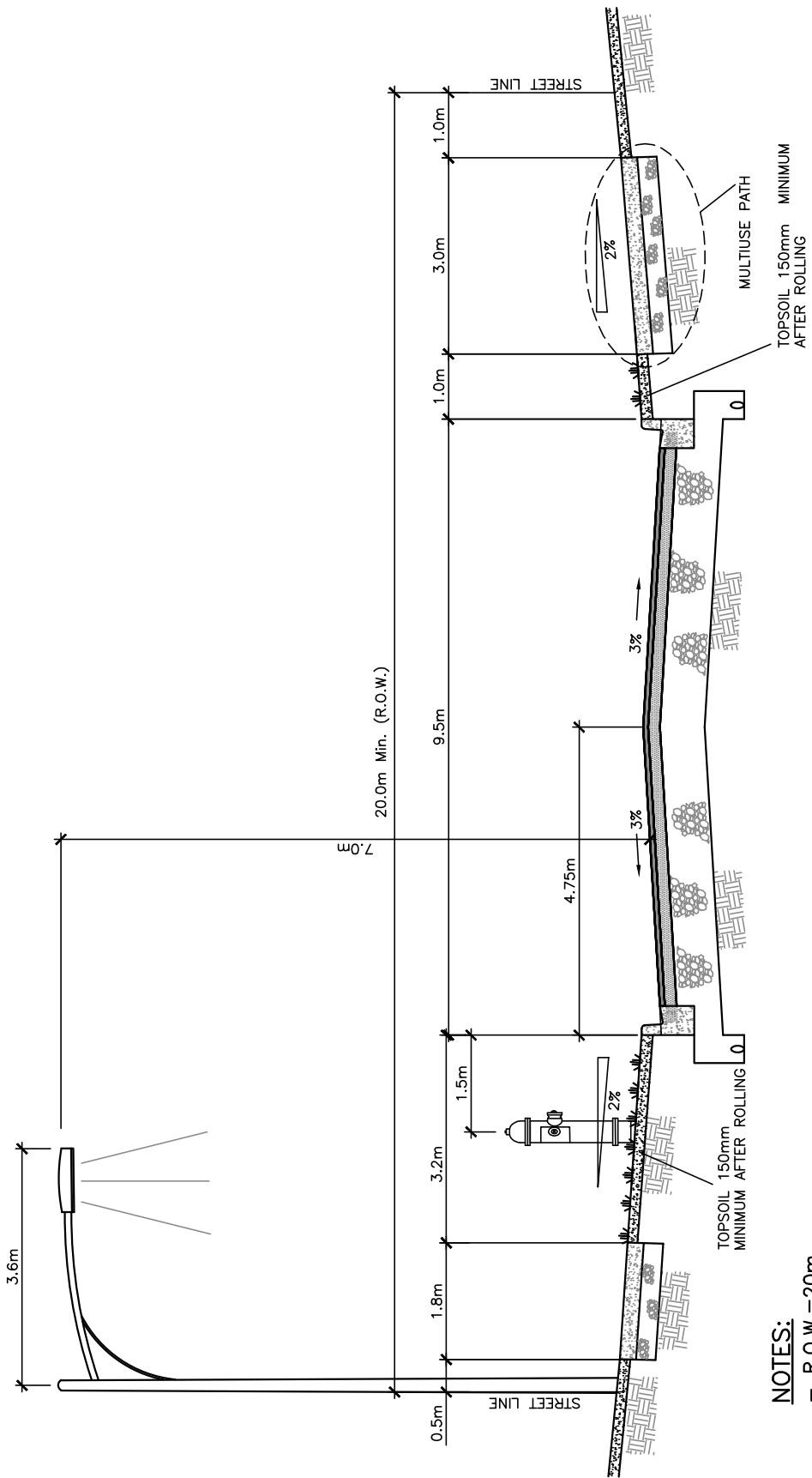
DRAWN BY : PD

URBAN COLLECTOR MINOR – UCM

TYPICAL ROAD CROSS SECTION

**TOWN OF SHEDIAC
ENGINEERING
SERVICES**

DRAWING NO. S/D 2



NOTES:

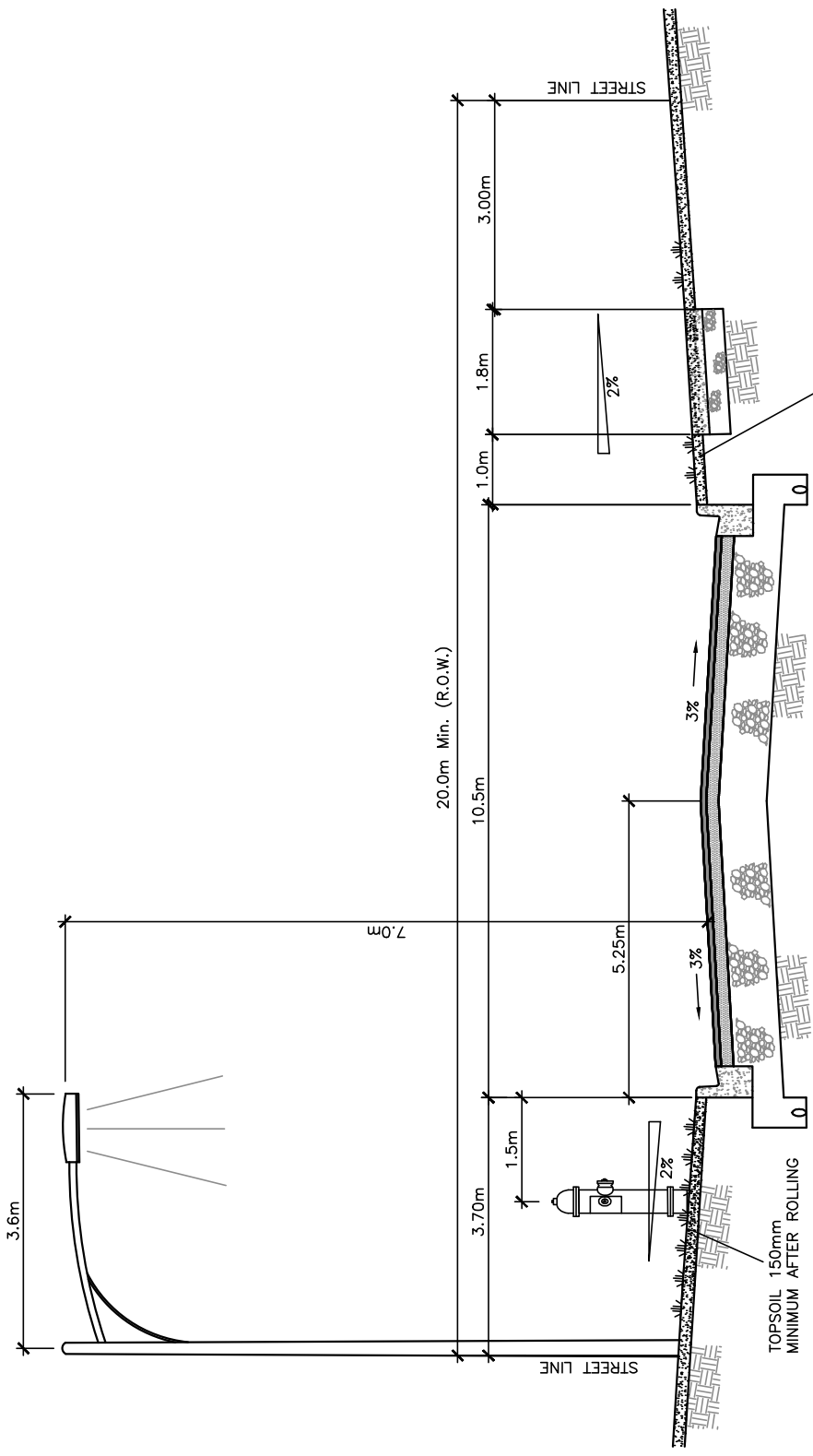
- R.O.W.=20m
- SIDEWALK AND ASPHALT TRAIL
- BARRIER CURB ONLY
- ROADWAY AND BOULEVARD WIDTHS MAY VARY AT INTERSECTIONS WITH ROADS OF HIGHER CLASSIFICATION.
- UTILITY POLES, STREET LIGHTS AND HYDRANTS MAY BE LOCATED ON EITHER SIDE OF R.O.W.
- THIS ROAD WIDTH CONFIGURATION CAN ACCOMMODATE 2 TRAVEL LANES
- SEE TOWN OF SHEDIAC STANDARD MUNICIPAL SPECIFICATIONS FOR DETAILS.

SCALE: N.T.S.
JUNE 2014
DRAWN BY : PD

URBAN COLLECTOR PRIMARY – UCP

TYPICAL ROAD CROSS SECTION

TOWN OF SHEDIAC ENGINEERING SERVICES
DRAWING NO. S/D 3



NOTES:

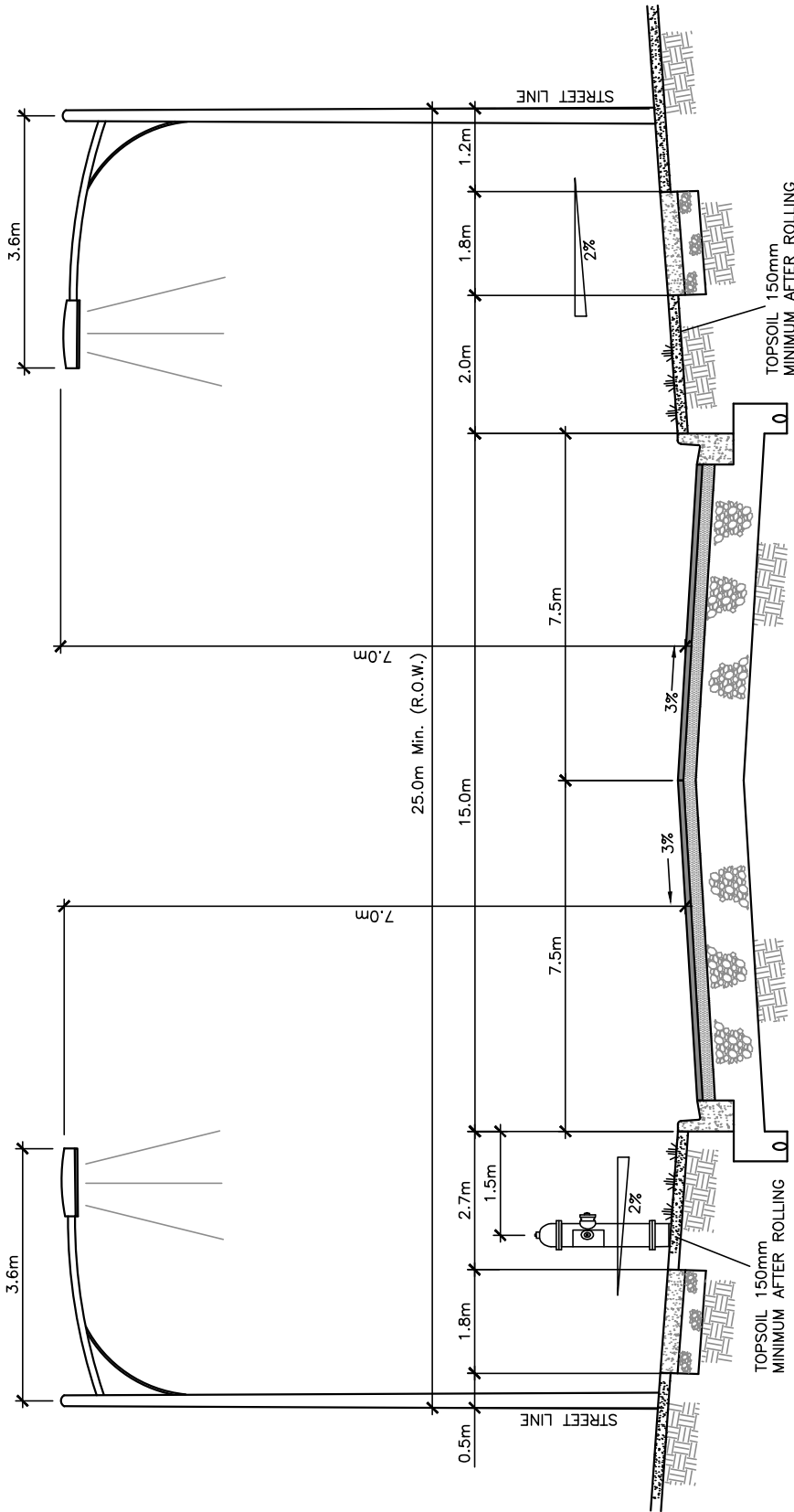
- R.O.W.=20m
- SIDEWALK ON ONE SIDE
- BARRIER CURB ONLY
- ARTERIAL ROADWAYS REQUIRE SPECIFIC DESIGN TO MEET NEEDS OF THE AREA STREET NETWORK.
- UTILITY POLES, STREET LIGHTS AND HYDRANTS MAY BE LOCATED ON EITHER SIDE OF R.O.W.
- THIS ROAD WIDTH CONFIGURATION CAN ACCOMMODATE 2 TRAVEL LANES AND 2 BIKE LANES
- SEE TOWN OF SHEDIAC STANDARD MUNICIPAL SPECIFICATIONS FOR DETAILS.

SCALE: N.T.S.
JUNE 2014
DRAWN BY : PD

URBAN ARTERIAL MINOR – UAM

TYPICAL ROAD CROSS SECTION

TOWN OF SHEDIAC ENGINEERING SERVICES
DRAWING NO. S/D 4



NOTES:

- R.O.W. = 25m
- SIDEWALK ON BOTH SIDES
- BARRIER CURB ONLY
- HYDRANTS MAY BE LOCATED ON EITHER SIDE OF R.O.W.
- ARTERIAL ROADWAYS REQUIRE SPECIFIC DESIGN TO MEET NEEDS OF THE AREA STREET NETWORK.
- THIS ROAD WIDTH CONFIGURATION CAN ACCOMMODATE 3 TRAVEL LANES WITH 2 BIKE LANES
- SEE TOWN OF SHEDIAC STANDARD MUNICIPAL SPECIFICATIONS FOR DETAILS.

SCALE: N.T.S.

JUNE 2014

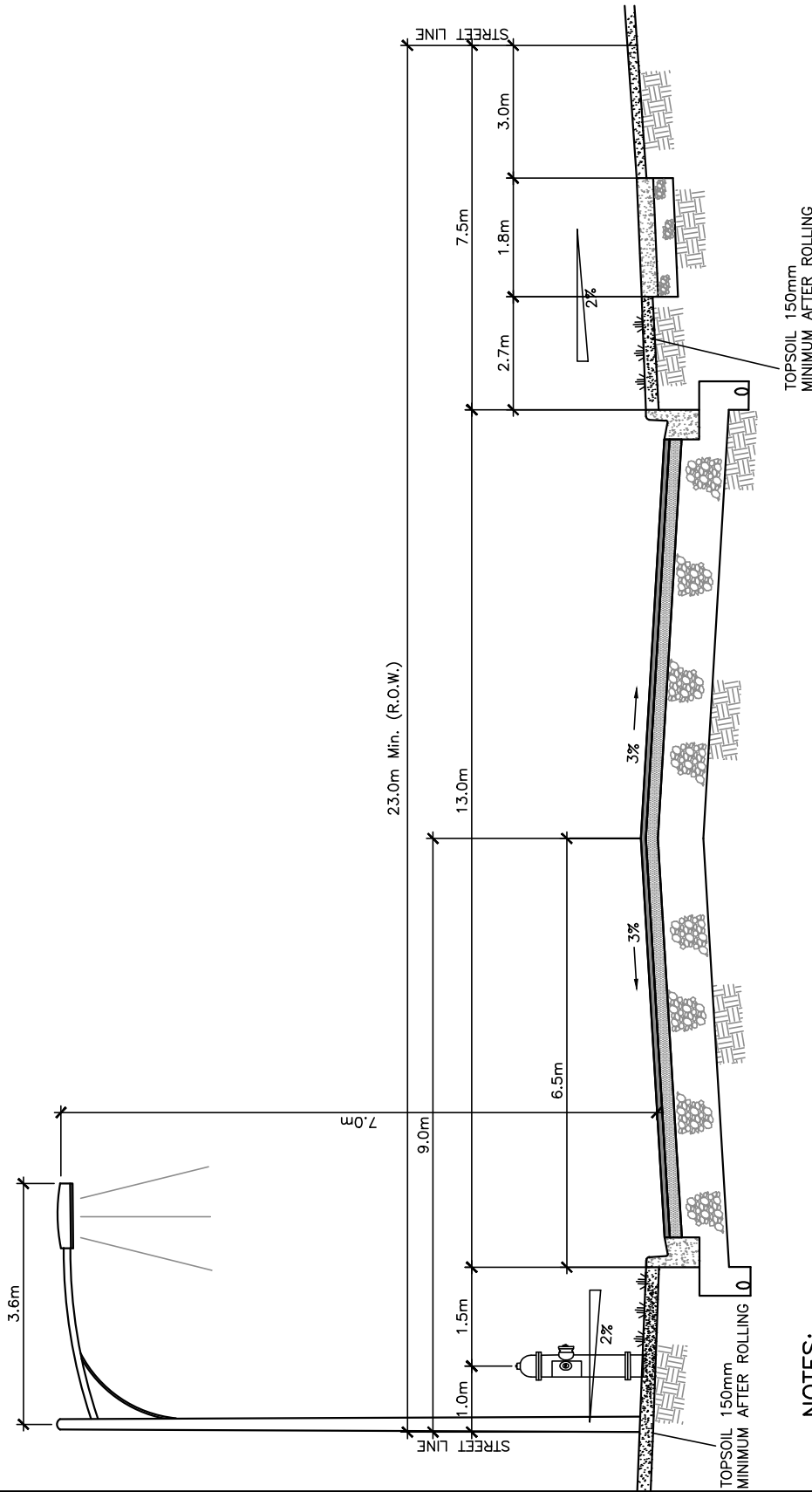
DRAWN BY : PD

URBAN ARTERIAL PRIMARY – UAP

TYPICAL ROAD CROSS SECTION

**TOWN OF SHEDIAC
ENGINEERING
SERVICES**

DRAWING NO. S/D 5



NOTES:

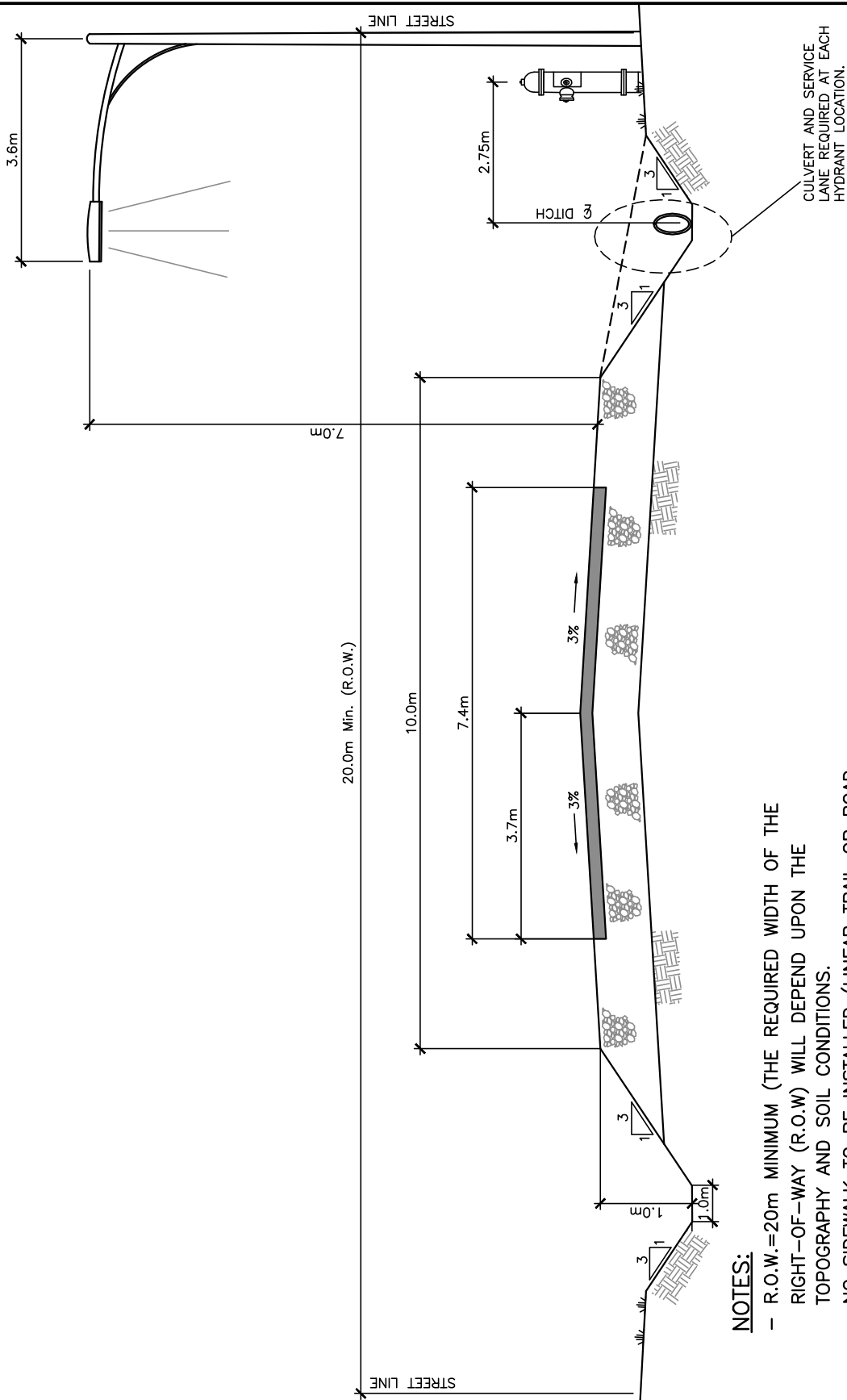
- R.O.W.=23m
- SIDEWALK NOT NORMALLY REQUIRED (UNLESS ACTIVE TRANSPORTATION PLANNING IDENTIFIES NEED)
- BARRIER CURB ONLY
- INDUSTRIAL ROADWAYS REQUIRE SPECIFIC DESIGN TO MEET NEEDS OF THE AREA STREET NETWORK.
- UTILITY POLES, STREET LIGHTS AND HYDRANTS MAY BE LOCATED ON EITHER SIDE OF R.O.W.
- SEE TOWN OF SHEDIAC STANDARD MUNICIPAL SPECIFICATIONS FOR DETAILS.

SCALE: N.T.S.
JUNE 2014
DRAWN BY : PD

INDUSTRIAL

TYPICAL ROAD CROSS SECTION

TOWN OF SHEDIAC ENGINEERING SERVICES
DRAWING NO. S/D 6



NOTES:

- R.O.W.=20m MINIMUM (THE REQUIRED WIDTH OF THE RIGHT-OF-WAY (R.O.W) WILL DEPEND UPON THE TOPOGRAPHY AND SOIL CONDITIONS.
- NO SIDEWALK TO BE INSTALLED (LINEAR TRAIL OR ROAD SHOULDER WALKING AREA MAY BE IDENTIFIED DURING DESIGN PHASE)
- NO CURB TO BE INSTALLED (DITCH)
- UTILITY POLES, STREET LIGHTS AND HYDRANTS MAY BE LOCATED ON EITHER SIDE OF R.O.W.
- SEE TOWN OF SHEDIAC STANDARD MUNICIPAL SPECIFICATIONS FOR DETAILS.

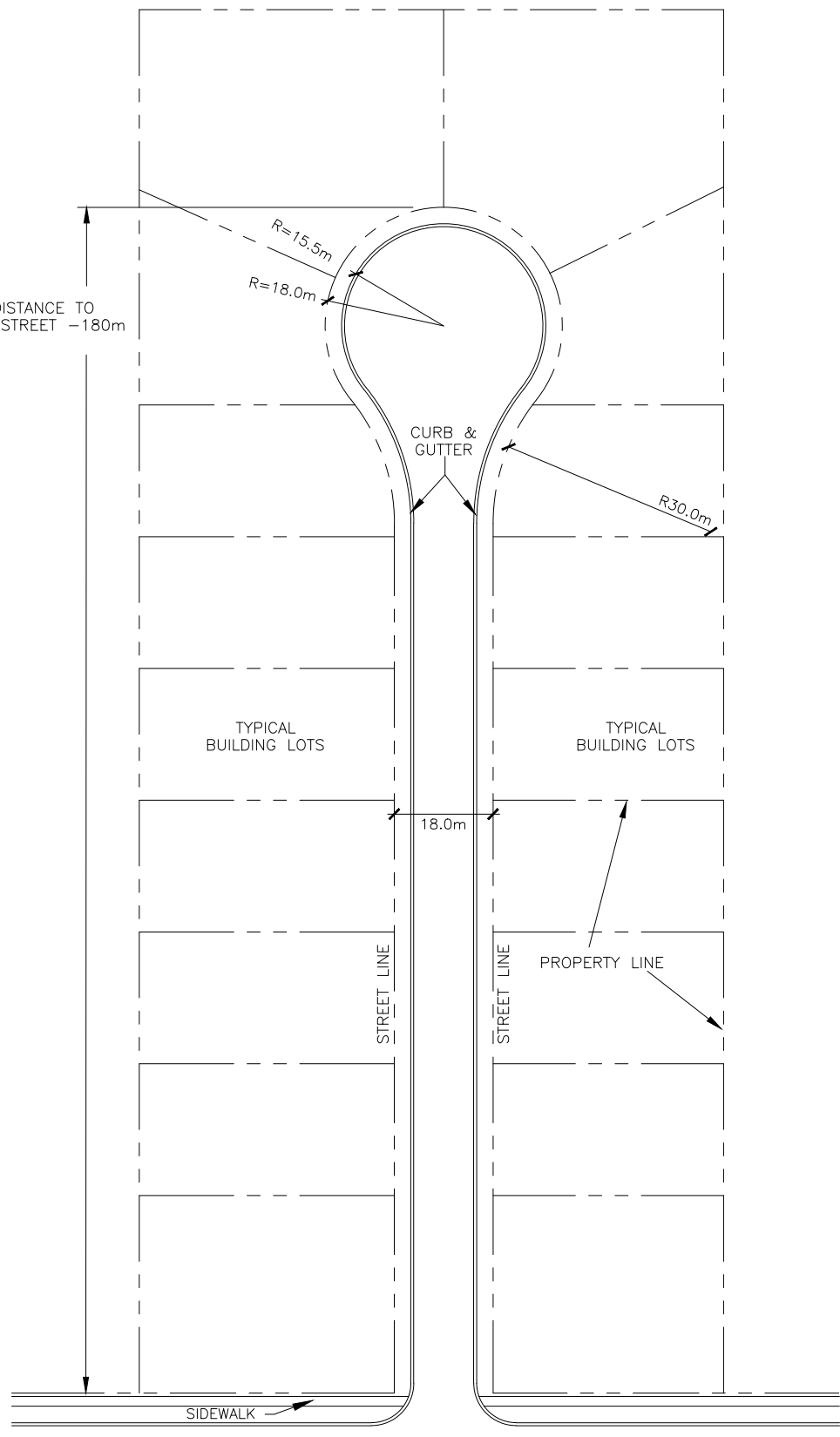
SCALE: N.T.S.
JUNE 2014
DRAWN BY : PD

RURAL MINOR – RM

TYPICAL ROAD CROSS SECTION

TOWN OF SHEDIAC ENGINEERING SERVICES
DRAWING NO. S/D 7

MAXIMUM DISTANCE TO
ADJOINING STREET -180m



SCALE: N.T.S.

DECEMBER 2021

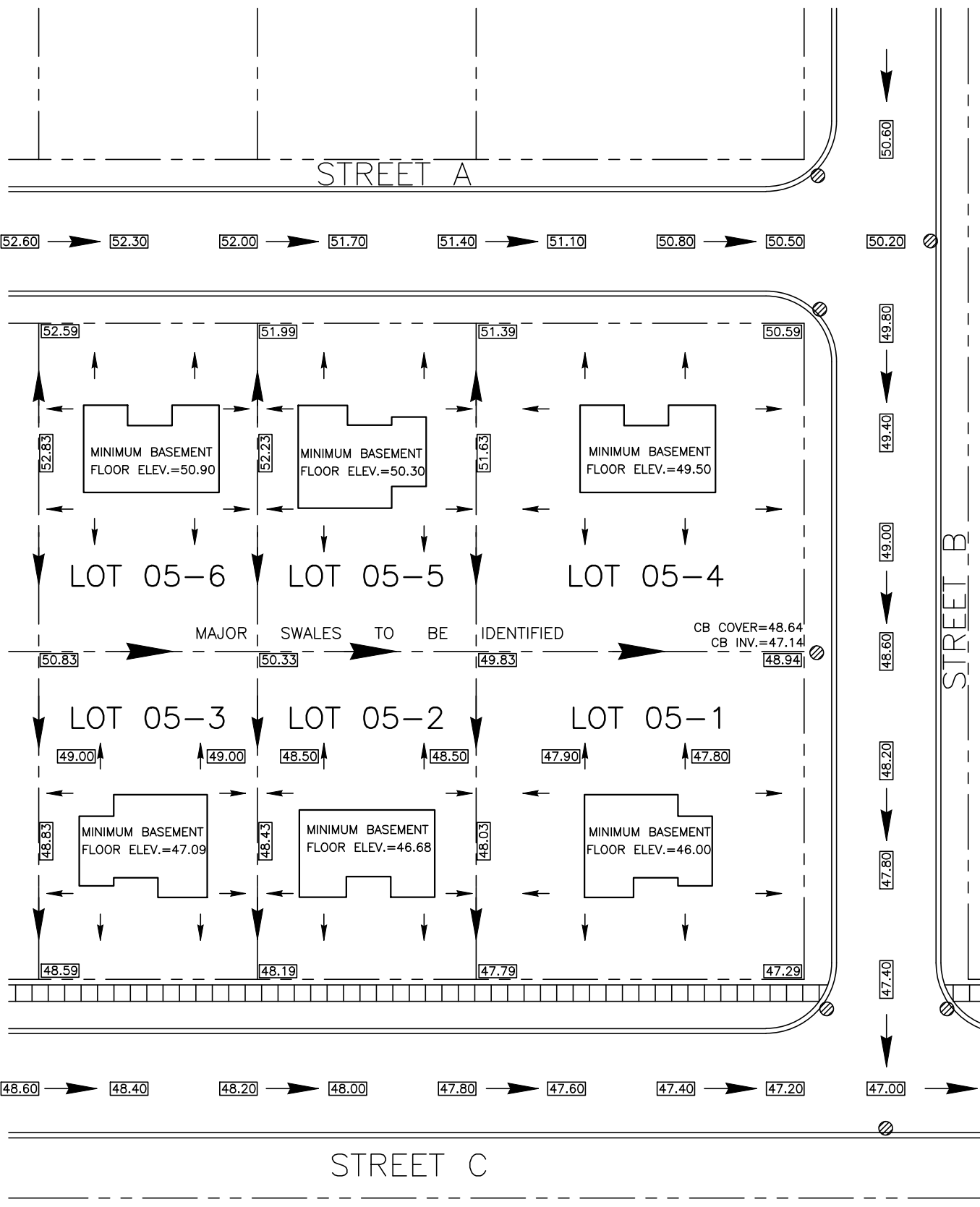
DRAWN BY : LRM

TYPICAL CUL-DE-SAC LAYOUT

MINIMUM ACCEPTABLE DIMENSIONS

TOWN OF SHEDIAC
ENGINEERING
SERVICES

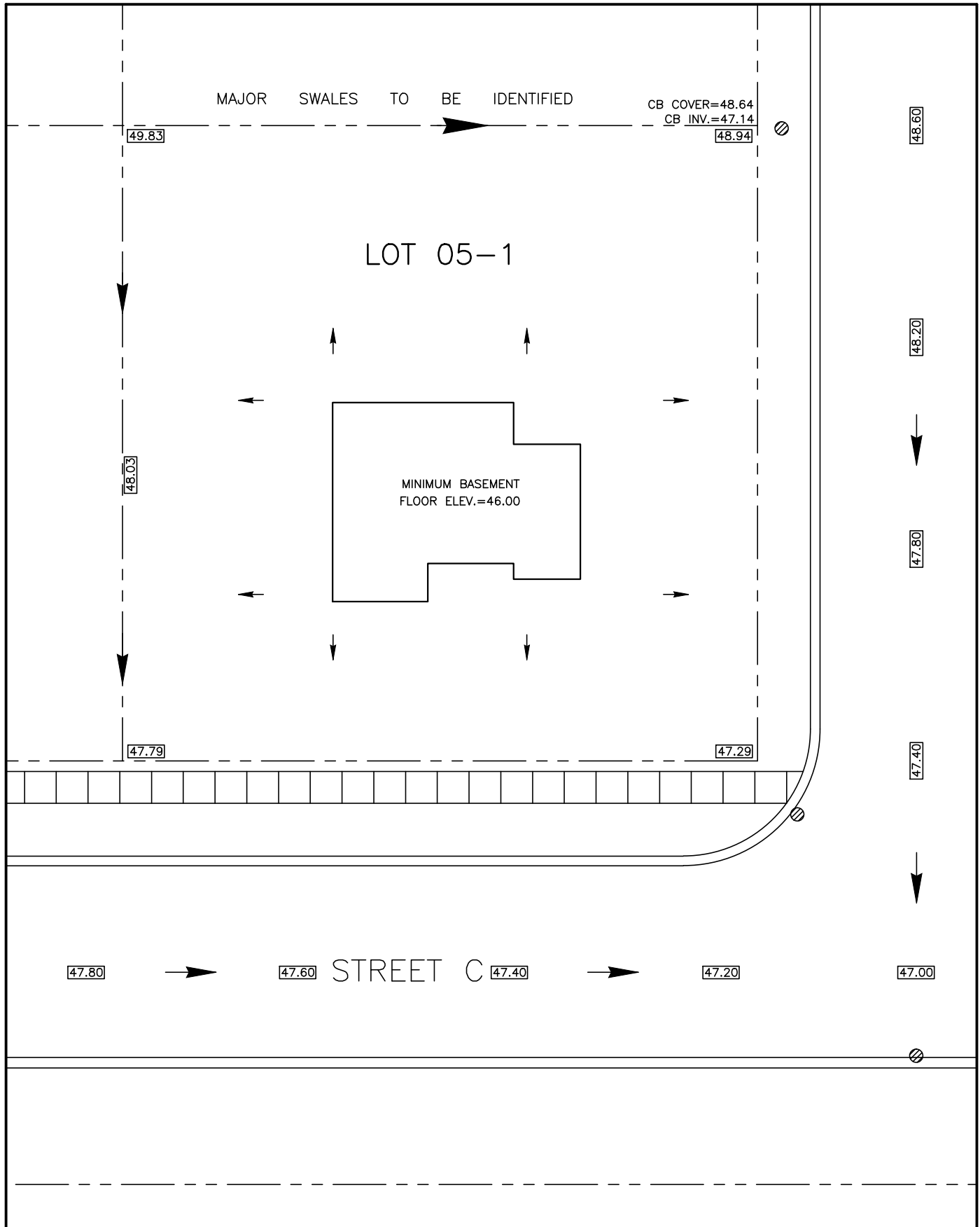
DRAWING NO. S/D 8



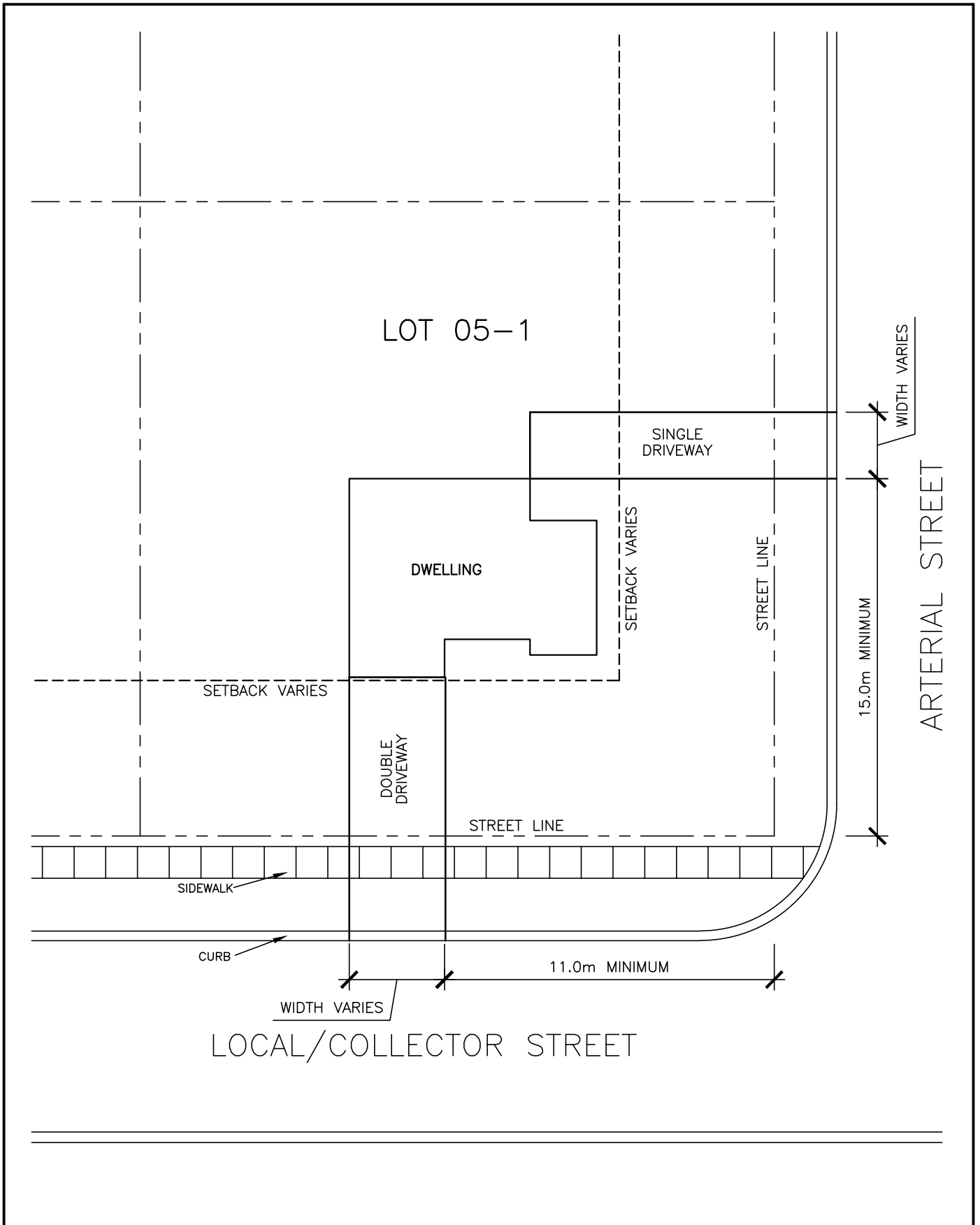
SCALE: N.T.S.
 JUNE 2014
 DRAWN BY : PD

SUBDIVISION GRADING & DRAINAGE PLAN
 TYPICAL DETAIL REQUIREMENTS

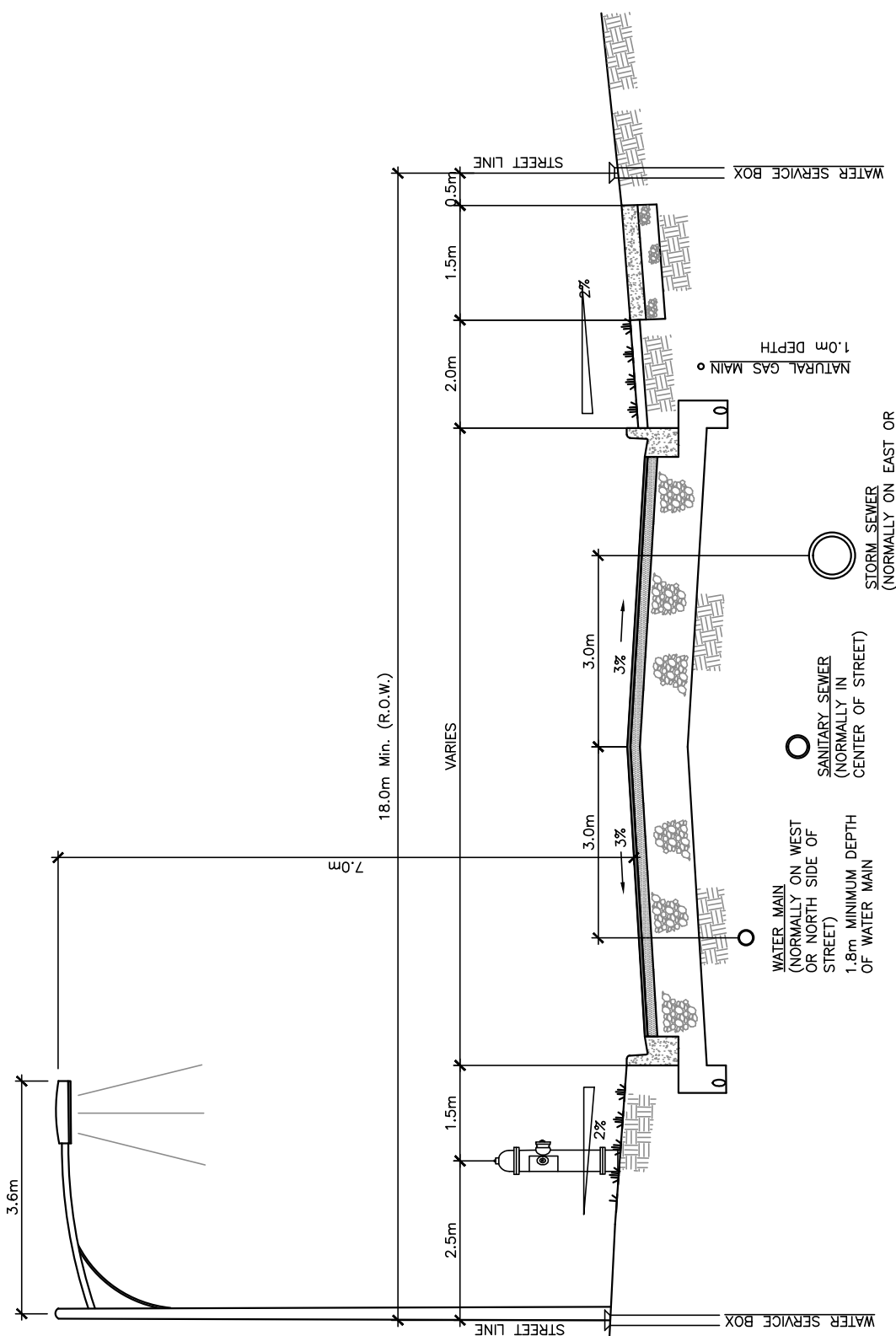
TOWN OF SHEDIAC
 ENGINEERING
 SERVICES
 DRAWING NO. S/D 9



SCALE: N.T.S.	LOT GRADING & DRAINAGE PLAN	TOWN OF SHEDIAC ENGINEERING SERVICES
JUNE 2014	TYPICAL DETAIL REQUIREMENTS	
DRAWN BY : PD		DRAWING NO. S/D 10



SCALE: N.T.S.	RESIDENTIAL DRIVEWAY LOCATION	TOWN OF SHEDIAC ENGINEERING SERVICES
JUNE 2014		
DRAWN BY : PD		DRAWING NO. S/D 11



NOTE:
 -FOR DETAILS, REFER TO TOWN OF SHEDIAC
 STANDARD MUNICIPAL SPECIFICATIONS.

SCALE: N.T.S.
JUNE 2014
DRAWN BY : PD

TYPICAL UTILITY LOCATIONS

R.O.W. CROSS SECTION

TOWN OF SHEDIAC ENGINEERING SERVICES
DRAWING NO. S/D 12